

Tentative Agreement:

ARTICLE 5 – UNION SECURITY AND PAYROLL DEDUCTION

- A. As a condition of employment all nurses in the bargaining unit must become members of the association and pay the Associations periodic dues, or pay service fees, consistent with the applicable provisions of the law. All nurses who are not members of the Association as of the execution of this agreement shall become and remain members of the association or pay a monthly service fee by 30 days after the ratification of this agreement. All nurses hired after the execution of this agreement shall become and remain members of the Association or pay a monthly service fee on or before the 31st day following the beginning of their employment or 30 days after the ratification of this agreement, whichever is later.
- B. Any nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a labor organization shall be required to pay sums equal to the service fee to a non-religious charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code chosen by the employee. Only nurses who qualify for under this section can select the charitable contribution option.
- C. The Association shall provide any nurse who fails to comply with the provisions set forth above written notice, sent by certified mail, notifying the nurse of default under this Article. Copies of such notice shall be provided simultaneously to the Medical Center's Director of Labor Relations and System Director, HR Strategy, Employee & Labor Relations, or their designee by e-mail. Should a nurse not remedy such default within thirty-one (31) days of the receipt of the above notice, the nurse, shall, upon the written request of the Association, be terminated by Munson Medical Center.
- D. The Medical Center agrees to deduct Union dues or service fees from the pay of nurses covered by this Agreement upon receipt of an executed membership application or service fee authorization. Payment of dues is not a required condition of employment.
- E. The dues or service fees shall be deducted in twelve (12) equal installments on the first payday of each month. Dues or service fees which are deducted shall be promptly sent to the Michigan Nurses Association.
- F. The amount of monthly dues and service fees must be certified in writing by the Union and delivered to the Medical Center prior to deduction of such dues or fees. Subsequent changes in the amount of the monthly dues or service fees must be certified in writing by the Union and delivered to the Medical Center at least 30 days prior to the first payday to be affected by the change.
- G. The Union specifically agrees to make whatever adjustments are necessary directly with any nurse who may, as a result of this deduction procedure, pay more or less than the Union's annual dues or service fees.

- H. Monthly Roster. The Medical Center will submit a list each month to MNA, with the transmission of deducted dues and service fees, with the names and employee number of nurses whom dues or service fees were deducted from and the amount deducted from the individual nurse. The roster shall also contain the total amount of dues deducted.

- I. Indemnification. The Association shall indemnify and save Munson Medical Center harmless from any and all claims, demands, suits, or any other action arising from Munson Medical Center compliance with this Article including reasonable costs and attorney fees. To the extent possible, the Association and Munson Medical Center may enter into a reasonable joint defense agreement to allow them to collaborate on litigation strategy and resolution of the litigation.

Hospital:

Union:

Tentative Agreements:

ARTICLE 7

SUBCONTRACTING

- A. General. Except as provided for in this Article, the Medical Center will not subcontract when the subcontracting of bargaining unit work results in the loss of bargaining unit positions. Nothing in this Article shall preclude the Medical Center from continuing to utilize agency/contract, consultants, contractors, or other nurses employed by the Medical Center and its affiliates, as it has done in the past and/or as permitted by this Agreement.
- B. Permitted Uses of Non-Bargaining Unit Nurses.
1. “Non-Bargaining Unit Nurses” includes the following groups:
 - a. Munson Healthcare Staffing Services/Flex Team/Regional Pool;
 - b. Traveler/Agency/Contract Nurses;
 - c. PRN Bs;
 - d. PCCs or other non-bargaining unit nurses performing supplemental bargaining unit work;
 - e. Nurses whose primary job is outside of the bargaining unit performing an alt job in a bargaining unit position, who has worked fewer than 480 hours in the previous twenty-six (26) bi-weekly pay periods in that alt job.
 2. The Union agrees that it will not oppose the Medical Center’s use of Non-Bargaining Unit Nurses or employees to serve its non-bargaining unit contract RN roles (RN’s who work on multiweek assignments for a defined period – typically thirteen (13) weeks or less) to meet seasonal and other temporary Medical Center needs (FMLA, worker’s compensation, while seeking to fill a Medical Center nursing vacancy, facilitating nursing PTO and other voluntary leave time and/or other similar temporary needs) and otherwise as described in this Agreement.
 3. Although Non-Bargaining Unit Nurses are not covered by the terms of this Agreement, Non-Bargaining Unit Nurses are not intended and will not be used to diminish bargaining unit positions and work opportunities for employees who are part of the bargaining unit.

Hospital:

Union:

Tentative Agreement:

ARTICLE 8

NEW HIRE ORIENTATION TO THE UNION

- A. The Medical Center will allow a Union Steward, Union officer, and/or MNA~~Union~~ staff representative~~person~~ thirty (30) minutes during the Medical Center's nursing orientation program to discuss the Union and the terms of the collective bargaining agreement with nurses being hired into the bargaining unit. Not more than once per month, the Union may request a conference room at the Medical Center for the purpose of meeting with new hires and transfers into the bargaining unit in departments that did not attend the Medical Center's nursing orientation program. The request for the conference room must be made through the Director of Labor Relations (or designee). Medical Center representatives will not be in attendance during the orientation time designated to the Association. Presentations during orientation regarding the Union and the Medical Center will be professional in nature. At such orientations, the Union shall be allowed to distribute relevant materials, such as a list of Union Stewards and officers, copies of this Agreement, and membership applications. If a newly hired nurse does not attend the Union's orientation, the Union will notify Human Resources and Human Resources will provide the Union with the nurse's contact information so the Union may contact the newly hired nurse directly.
- B. The Medical Center will provide at least ten (10) calendar days' notice to the Union of the planned date of each nursing orientation. The Medical Center shall schedule New Hire Orientation to the Association to occur in the same physical location as the remainder of the New Employee Orientation and will make a room available for the orientation. Prior to the start of the meeting the Medical Center will provide the names and departments of the nurse orientees expected to be in attendance.

Hospital:

Union:

Tentative Agreement:

ARTICLE 11

MNA STAFF REPRESENTATIVE ACCESS

- A. MNA Staff Representatives, who are employed by the Union, shall be permitted to enter the Medical Center at reasonable times for the purposes of representing bargaining unit Registered Nurses, administering the Agreement, or fulfilling its representational role as permitted by the National Labor Relations Act. MNA will designate a Staff Representative who will be responsible for union representative functions at Munson Medical Center. The MNA Staff Representative shall provide reasonable advance notice to the Director of Human Resources or their designee of the desire to be on campus and notify the Director of Human Resources upon arrival. Should an MNA representative other than the designated Staff Representative require access to the Medical Center, the MNA Staff Representative will provide reasonable advance notice to the Director of Human Resources or their designee and follow these provisions as well.
1. MNA Staff Representatives will be permitted to use areas of the Medical Center open to the general public consistent with the use made of that area by other members of the public (for example, using a table to share a meal or have a conversation with a bargaining unit nurse), but will hold larger meetings with nurses in conference room spaces if made available by the Medical Center and will comply with lawful solicitation and distribution policies.
 2. Access to patient care areas and other areas not routinely open to the public will be granted to MNA Staff Representatives where reasonably necessary to administer the Agreement and where meetings in conference room space or off campus is not a reasonable substitute. Reasonable advance notice for access to these areas must be given to the Director of Human Resources or their designee at least three (3) business days in advance, or such reasonable shorter time as may be agreed upon. The Medical Center reserves the right to accompany Staff Representatives during visits to non-public areas other than meetings in assigned conference space arranged by the Medical Center.
- B. All MNA Staff Representatives will abide by patient confidentiality, infection control, and other reasonable Medical Center policies applicable to the areas they are visiting and will not interfere with the work of any Medical Center employee or the normal operations of the Medical Center.

Hospital:

Union:

Tentative Agreement:

ARTICLE 13

GRIEVANCE AND ARBITRATION

- A. A grievance shall be defined as a complaint by the Union or an employee covered by this Agreement alleging a violation of a specific, written provision or provisions of this Agreement.
- B. Grievances may be discussed and, where possible, resolved by a nurse directly with their supervisor on a non-precedent-setting basis so long as the resolution does not violate the terms of this Agreement. Nurses and supervisors are encouraged to resolve grievances where possible.
- C. If not resolved, all grievances shall be submitted in writing to a person or persons designated by Human Resources ~~with a copy to the Director of the unit and/or department in which the issue arose,~~ and shall set forth the date of submission, the issue, the identity of the nurses impacted, the specific Article(s) violated, a summary of the supporting facts, and the resolution requested by the grieving nurse or Union.
- D. A union officer, MNA representative, or Union steward must sign all grievances. As the bargaining representative, only an officer or MNA Representative of the Union may sign and submit a grievance that covers more than one employee, and the Grievance must list or describe with specificity the nurses covered by the Grievance.
- E. A nurse who is the subject of a grievance or arbitration, the Grievance Chair, and one steward or other bargaining unit nurse of the Union's choice may be designated to attend each step of the grievance and arbitration process. The Union shall designate the steward or other nurse who will be attending at the time a meeting is set. In the case of a class action grievance, the Union may designate one nurse who is a subject of the class grievance to attend for those affected. That nurse shall be identified at the time the meeting is set. The Medical Center agrees to compensate the Grievant for time missed from their regular shift (but not an overtime shift not scheduled at the time the meeting is set) to attend grievance meetings, not to exceed one hour for any one grievance or five hours per calendar year. Additional Union and Medical Center representatives, Grievant's in the case of a class grievance, and bargaining unit nurses whose attendance is relevant to the grievance may also attend during nonworking time upon request of a party but shall not be paid. Both sides shall keep attendees to a reasonable number and provide advance notice to the extent practical.
- F. A grievance must be received by Human Resources and the Director of the Unit and/or Department within twenty-one (21) calendar days ~~(excluding recognized holidays)~~ following the events giving rise to such a grievance or if later, within twenty-one (21) calendar days from the time the nurse on whose behalf the grievance is filed (or the Union, if earlier) first knew or through the exercise of reasonable diligence should have known of the need to investigate and file a grievance.

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- G. **STEP 1:** A monthly Step 1 grievance meeting shall be held between the Director responsible for the Unit or Department (or their designee), the employee, the Grievance Chair, and a Steward on the first Tuesday of every month. If the first Tuesday of a month falls on a holiday, the meeting shall be scheduled on the second Tuesday of that month. If the meeting cannot be held at the regularly scheduled time, the Step 1 meeting shall be rescheduled for a date mutually agreeable for the parties no later than fifteen (15) days after the originally scheduled meeting. An agenda will be agreed upon for the Step 1 meeting no later than the last day of the month prior, or if the last day of the month prior is in the same week as the Step 1 meeting, the Friday before. The Director shall provide a written answer within ~~eighteen-twenty-one~~ (21+8) calendar days (excluding recognized holidays) of that meeting and return it to the Union. Transmission by electronic means shall be considered sufficient. Any resolution reached at Step 1 shall be on a non-precedent setting basis.
- H. **STEP 2:** Within seven (7) calendar days of the submission of the Director's response, the MNA Representative may request in writing that the Director of Human Resources take up the issue if the Nursing Director's answer is not acceptable. Where a request is made, the grievance shall be heard at monthly Step 2 grievance meeting on the first Tuesday of the month between the Director of Human Resources (or their designee), the Unit or Department Director (or their designee), the employee, the Grievance Chair, and the Union's MNA Representative. If the first Tuesday of the month falls on a holiday, the meeting shall be scheduled for the second Tuesday of the month. If the monthly Step 2 meeting is cancelled for any reason, the meeting shall be scheduled for a date mutually agreeable to the parties, no later than thirty (30) days after the initial request to hear the grievance at Step 2. An agenda will be agreed upon for the Step 2 meeting no later than the last day of the month prior, or if the last day of the month prior is in the same week as the Step 2 meeting, the Friday before. The Director of Human Resources shall provide a written answer within ~~fifteen-twenty-one~~ (21+5) calendar days (excluding recognized holidays) of that meeting and return it to the Union. Transmission by electronic means shall be considered sufficient.
- I. Demand for Arbitration. The Union may request arbitration of any unresolved grievance by filing the Arbitration Request Form with the American Arbitration Association ("AAA") with a copy to Human Resources within ~~twenty-one~~ ~~eight~~ (28+1) days (excluding recognized holidays) following the Human Resources Director's answer.
- J. Arbitrator Selection. The arbitrator shall be selected from a panel of nine (9) arbitrators submitted by AAA utilizing its rules and procedures for selection. Should the parties mutually determine that any panel of arbitrators is unsatisfactory or should either party on its own determine that the first panel is unacceptable, that panel may be rejected and another requested.
- K. Arbitrator's Powers and Jurisdiction. The functions of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provisions of this Agreement, and the arbitrator shall have no power to add to, subtract from, and/or modify any terms of this Agreement. All grievances submitted shall present an arbitral issue under this Agreement and shall not depend on or involve an issue or

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contention by either party which involves the determination of a subject not covered by or arising during the term of this Agreement.

- L. The arbitrator shall have no authority to rule on any grievance considered settled. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs or to change any rate. If the issue of arbitrability is raised, either party may ask the Arbitrator to consider whether to bifurcate the hearing before setting a hearing date on the merits. In a discharge case, the Arbitrator may reinstate a nurse, with or without back pay. Nurses shall have the obligation to mitigate their damages, and any back pay award shall be offset by an employee's interim earnings from any source, unemployment, or periods during which an employee is unable to work for any reason. The award shall be binding and enforceable on all parties, subject only to a petition to a court of competent jurisdiction to overturn the award pursuant to applicable law.
- M. The reasonable cost of the Arbitrator and the hearing room shall be shared equally by the parties. Each party shall bear the cost of its own advocate/attorney and witness fees and expenses. If the parties agree to have a court reporter present the costs will be shared equally. If the parties do not agree on the presence of a court reporter, either party may request that the arbitrator decide the matter. If the arbitrator decides that a court reporter is appropriate the costs will be shared equally. If the arbitrator decides that a court reporter is not appropriate either party may elect to have a court reporter present at their own expense provided that a copy of the transcript is provided to the opposing party.
- N. Time Limits.
1. Any of the time limits in this Article may be extended by mutual written agreement of the parties on a non-precedent-setting basis.
 2. Absent extension by mutual agreement, failure of the Union (or a nurse with respect to the filing of a grievance) to adhere to this Article's time limits or advance a grievance will result in a grievance being deemed settled and resolved on the basis of the last answer given.
 3. Absent extension by mutual agreement, if the Departmental Director fails to answer within the time limits established for Step 1, the grievance will automatically be advanced to Step 2. If the Director of Human Resources fails to answer within the time limits established for Step 2, the Union may advance the grievance to arbitration within twenty-eight (28) days of the date that the answer at the prior step was due.
- O. Expedited Grievance Procedures. Final written warning, suspension, and termination grievances shall be filed directly at Step 2. By mutual agreement, the parties may also decide to hear any grievance directly at Step 2.

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8

Tentative Agreement:

ARTICLE 16

ROUTINE INFORMATION

On a monthly basis the Medical Center shall furnish the Union with the following informational lists, in an electronic format functionally equivalent to a Microsoft Excel spreadsheet. The Medical Center shall not be obligated to produce these lists more frequently, except that an additional list may be requested prior to the start of collective bargaining if needed. The Union shall not disclose the information to the Medical Center's competitors for nursing and/or medical services. The parties agree to cooperate so as to minimize the burden of producing the information on the Medical Center and ensure that the Union has the information in an electronic form it can utilize for contract administration. The informational list shall include the following information:

- A. Name, employee identification number, classification title, unit/department, rate of pay, **FTE**, most current address on file electronically in the HRIS database, any phone number on file electronically in the HRIS database, date of hire of all employees in the bargaining unit, and any other agreed upon seniority dates.
- B. Nurses on leave of absence.

Hospital:

Union:

Tentative Agreement:

ARTICLE 17

ATTENDANCE

- A. The Medical Center will provide thirty (30) days' notice to the Union if it seeks to modify its existing written system attendance policy for nurses in the bargaining unit and during that period will upon request of the Union bargain with the Union regarding the proposed changes.

- B. Violations of the attendance policy will be maintained separate from other forms of discipline. This change will not be retroactive, but will become effective on July 1, 2023. As of that date, employees will remain at their current level in the progressive discipline system. For example, if prior to July 1, 2023, an employee received Step 1 discipline for attendance and Step 2 discipline for performance issues, they will remain at Step 2 of the progressive discipline system. If they receive, while the above discipline remains active, additional discipline for performance issues after July 1, 2023, they would move to Step 3 of the progressive discipline system. If, however, they receive additional discipline for attendance after July 1, 2023, while the above discipline remains active, they would move to the appropriate step of the Attendance Discipline system.

Hospital:

Union:

Tentative Agreement:

ARTICLE 18

MEAL AND REST BREAKS

- A. All nurses shall receive an unpaid meal period of one-half (1/2) hour when working a shift longer than six (6) hours. Nurses required to remain on duty or who are unable to take an uninterrupted meal period shall be compensated at their regular rate of pay for the meal period including overtime and differentials as applicable under the collective bargaining agreement. Any nurse who is unable to take a bona fide meal period, as defined by the FLSA, shall fill out an exception form or otherwise report the missed meal consistent with Departmental practices or note the missed meal period in the timekeeping system when clocking out. If nurses cannot find coverage for their meal break, they will elevate the issue to the manager or nurse working in charge capacity to facilitate assistance in finding appropriate coverage. The Union and Medical Center agree that all reasonable efforts will be made to avoid missed meal periods, including the utilization of available qualified and competent non-bargaining unit staff to cover assignments during common mealtimes.
- B. All reasonable efforts shall be made to ensure that nurses have the ability to take one (1) 15-minute break for every four (4) full hours of paid work. Such breaks are paid. Meal breaks shall be considered in determining the number of additional rest breaks to which a nurse is entitled. For example, a nurse working eight (8) hours shall receive one (1) 30-minute unpaid meal break and one (1) 15-minute paid rest break. A nurse working a 10- or 12-hour shift shall receive one 30-minute unpaid meal break and two (2) 15-minute paid rest breaks. Nurses shall not receive additional pay for missing a paid rest break.
- C. Nurses shall not be able to grieve individual instances of missed breaks or meal periods, however, frequent or established patterns of missed breaks may be subject to a grievance or special conference.
- D. Nurses working for departments that provide direct patient care are required to remain on campus during meal periods and rest breaks and be available to respond to emergency situations, unless specifically authorized to leave by manager.
- E. The Medical Center will comply with applicable laws requiring it to provide reasonable break time for a nurse to express breast milk for their nursing child. Upon request within six (6) months after ratification, the Medical Center will provide to the Union by July 1, 2023, a report on proposed of locations for of additional private and lockable non-bathroom locations to be designated for this purpose near RN working areas. The location of any additional rooms or a change in current locations shall be provided to the Union. Locations and lock codes shall be made available at all PCC/Charge desk locations.
- F. Meals and breaks shall not be taken within the first or last thirty (30) minutes of a shift.

Tentative Agreement:

ARTICLE 19

WORKPLACE SAFETY

A. General Provisions

1. The Union and the Medical Center have a shared interest in maintaining a safe work environment and implementing reasonable and appropriate steps to prevent and/or minimize the risk of workplace exposure to infectious diseases and occupational illness and injury.
2. Absent an unusual and emergent circumstance (natural disasters, etc.), the Medical Center shall not require nurses to work under conditions that present an imminent hazard of serious physical harm not consistent with job duties regularly assigned to nurses. Nurses shall immediately provide notice of such a condition to their manager or administrative supervisor and shall take all reasonably necessary steps to protect the health and safety of their patients.
3. The Medical Center agrees that it will continue to comply with all applicable federal, state, and local laws and regulations that provide for the health and safety of nurses in the bargaining unit. This includes the obligation to provide appropriate personal protective equipment (PPE) and other health and safety equipment and to provide appropriate health and safety training, including appropriate training on the issue of PPE. (This shall not include the obligation to provide footwear, prescription glasses, and other items ordinarily provided by nurses even though they may also serve a PPE function).
4. Bargaining unit nurses agree to continue to make appropriate use of PPE and other health and safety equipment.
5. Nothing in this Section will be construed to limit the Medical Center's right to establish higher standards for health and safety or to innovate and improve health and safety and/or PPE consistent with the provisions of this Agreement.
6. If there is a specific workplace safety concern, either party may request a special conference to discuss the issues raised, and the parties will meet to discuss them.

- B. Safety Committee.** The Union shall be permitted to appoint one nurse from the bargaining unit to each committee that the Medical Center maintains for addressing the safety of bargaining unit nurses and whose membership includes other bargaining unit nurses. This shall include but not be limited to the following existing committees (or later committees that may be formed to take over the functions of these committees): (1) the Sharps Injury Committee; (2) the Safe Patient Handling Committee; (3) the Workplace Violence Prevention Committee; and (4) the Slips, Trips, and Falls Prevention Committee. Nurse representatives shall have same rights as other Committee members and shall adhere to

the same rules that may reasonably be adopted for the Committee's work. Inclusion of other bargaining unit nurses and others on these committees may continue on the same basis as is currently done.

C. Reporting of Health and Safety Hazards. It is the duty of all nurses and the Medical Center to comply with health and safety regulations, and if any safety or health hazard is detected by a nurse, the nurse should report unsafe working conditions to an appropriate supervisor or manager and to others as directed. The Medical Center shall take prompt and appropriate measures to investigate and as necessary and appropriate to remedy health and safety concerns. Nurses shall cooperate in any such investigation and remedial action as directed. No nurse shall be disciplined for making a report regarding health and safety concerns under this section.

D. Vaccination

*1. Vaccinations required or requested by the Medical Center shall be made available at no cost to the nurse provided that the Medical Center's doctors and other providers are utilized. The Medical Center shall make available other vaccines it determines are both reasonably available and medically appropriate and advisable to nurses who may be at risk and would likely benefit from that vaccine even if not required.

*2. When requiring vaccinations, the Medical Center shall comply with applicable laws regarding reasonable medical and religious accommodations (including strongly held personal beliefs as recognized by applicable EEOC guidance) upon request and the receipt of any reasonable requested information related to the accommodation request.

*3. Both parties jointly recommend that all nurses receive the influenza vaccination on an annual basis.

*4. The Medical Center may maintain a mask policy for those who receive an exemption from vaccination but will not apply that policy outside of patient care areas. Masks shall not be required in break rooms, the cafeterias, or other enclosed spaces that patients do not enter. The mask requirement shall comply with EEOC guidance. If there is a concern that the policy does not meet patient care needs either party may request to convene a special conference.

E. Medical Examinations and Other Medical Examinations.

Medical examinations and laboratory and clinical testing may continue to be offered and required on a pre-employment/post-offer and return to work basis and also may be used for the purpose of determining impairment, fitness for duty, drug and/or alcohol abuse, and/or screening/testing for infectious conditions, emerging diseases, and/or on-the job exposure consistent with reasonable medical practices and applicable law. Where required, nurses shall be offered an opportunity to receive such examinations and testing at no cost to the nurse provided that Medical Center's doctors and other providers are utilized without prejudice to the Medical Center's right to require use of Medical Center

providers in appropriate circumstances. Examinations, screening, and testing shall only be required where permitted under applicable law, including the Americans with Disabilities Act.

F. Identification Badges.

- 1. A nurse may elect to have their first name and first letter of the last name on any identification badge that the Medical Center may require for public display. Short forms of first names that a nurse uses may be used on badges (for example, Beth for Elizabeth, Jim for James) but not nicknames. For the purpose of security, nurses may not obscure, add to, or display other materials on their identification badges.
- 2. The Medical Center will work to implement a solution that will allow a nurse to include their preferred pronouns on an identification badge that the Medical Center may require for public display. The cost of printing a new badge solely for this purpose shall be borne by the nurse, but if the nurse requests the addition of their pronouns in connection with a replacement for another reason (e.g., damaged, updated photo, change in position/department), there will be no cost to the nurse.
- 3. Nurses shall be permitted to wear badge pulls displaying the MNA, TCMNA, or NNU logo/insignia. Badge pulls with slogans may not be worn.

G. Provisions of Scrubs for Health and Safety Reasons

- 1. Where required by applicable laws and regulations or by an applicable Medical Center policy for the prevention of the spread of pathogens beyond the workplace, the Medical Center will provide and launder scrubs.
- 2. In areas where the provision of scrubs is not required and a nurses' scrubs become soiled at work such that a change in scrubs is required or advisable for the prevention of the spread of pathogens, the Medical Center will make available other scrubs into which the nurse can change and will provide for the laundering and return of the nurse's scrubs at no cost.

H. Workplace Violence.

- 1. The parties agree that the Medical Center shall provide an adequate and timely response to nurse reports of battery, threats of violence, or other crimes. This response shall not prevent a nurse or the Medical Center from making an appropriate report to law enforcement if a nurse reasonably believes they have been the victim of a crime.
- 2. The Medical Center shall provide an appropriate employee assistance program at no cost to nurses for counseling resulting from a physical battery, threats of physical violence, and other crimes, which it may elect to provide through any combination of its EAP provider (or any future new EAP provider that may be selected), internal resources, and/or the workers compensation system where appropriate.

*3. If a nurse has a reasonable fear of physical harm from a patient, visitor, or other individual the nurse will notify their immediate manager or Human Resources as soon as possible so that the situation can be assessed, and an appropriate action plan promptly developed and implemented. If a nurse believes an action plan is not adequate to ensure the nurse's physical safety, a special conference to discuss the action plan may be called and will be promptly held. The adequacy of an action plan shall not be subject to the grievance and arbitration procedures, but the failure promptly to adopt an appropriate action plan shall be.

*4. A nurse who reasonably believes their physical safety is in danger shall, upon request, be given a different patient assignment.

5. It is the policy of the Medical Center to provide a means for the prompt reporting of injuries and exposures in order to promote and maintain a safe work environment. Employees must promptly report all work-related injuries, exposures and incidents using the designated reporting system. Employees who are unable to access a computer should contact their manager or coordinator, who may enter the incident into the designated reporting system on the employee's behalf. Nurses who report an injury or exposure will be provided with appropriate care which may include access to EAP, workers compensation, medical care, and/or approved time off.

*6. No nurse will be disciplined or retaliated against in any way for exercising her/his rights under this Article.

1.7. The Medical Center shall, to the extent permitted by applicable laws, cooperate with law enforcement in any investigation related to workplace violence complaints by a bargaining unit nurse.

2.8. The Union may request to add an agenda item to a Joint Labor Management meeting focused on workplace safety. As part of the discussion, the Medical Center will disclose recent work-related injuries, assaults, exposures, and incidents involving a bargaining unit nurse that were reported to the Medical Center using the designated reporting system.

I. Consent for Use of Images. The Medical Center and the Union agree that for personal security and privacy, the Medical Center and the Union shall not take or make use of images for publicity purposes without reasonable advance notice and consent as follows: the Medical Center and its agents (including managers and supervisors) will not take and/or make use of images of bargaining unit nurses and the Union's leaders and agents (including stewards and committee members). The Union and its agents (including stewards and committee members) will not take or make use of images of the Medical Center's leaders and agents (including managers and supervisors). Readily available published photos may be used by either party (but not photos published on individual or private social media accounts).

J. Lift Practices. The Medical Center shall maintain reasonable policies and procedures for lifting, which will include reasonable weight requirements. Nurses will be provided reasonable and appropriate lift training on matters such as body mechanics, transfer and lifting techniques, and use of lift devices and other equipment to transfer and transport patients. Nurses are required to complete required training and use available lift devices.

K. Security:

1. The Medical Center will take reasonable steps within its control to protect bargaining unit nurses from assault or physical harm by patients, patients' visitors, physicians, and other Medical Center employees on Medical Center premises. In support of that goal, the Medical Center will maintain security at the Medical Center that can be available to assist in situations that involve violence or potential violence.
2. Upon request by the Union, as part of a special conference or a labor-management meeting, the Medical Center will actively engage with TCMNA in conversations regarding planning and responding to Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) events and Active Shooter/Hostile Event Response (ASHER).

Hospital:

Union:

Tentative Agreement:

ARTICLE 20 - TECHNOLOGY

A. General.

1. Technology should support the provision of safe, therapeutic, effective care and continue to safeguard patient confidentiality consistent with HIPAA, the NLRA, and other applicable laws.
2. Among other purposes. Technology can provide information and tools to support clinical decision making as appropriate. Clinicians will maintain accountability for clinical judgement and decision making including incorporating individualized patient needs, complications, and comorbidities, as appropriate. If a Nurse believes that use of Telehealth will, in their clinical opinion, compromise patient care and safety, the Nurse should notify an appropriate supervisor or manager. The Medical Center shall take prompt appropriate measures to investigate and as necessary and appropriate to remedy the concerns.

B. Appropriate Use of Video and Electronic Tracking Technology. The parties recognize that the use of technologies, with appropriate safeguards, are useful in providing effective patient care, protecting employees from threats while at the workplace, and otherwise securing a safe and effective working environment.

1. GPS and RFID Technology

a. Performance Tracking.

- i. Any performance measures created for or monitored by GPS or RFID technology shall be reasonable and only for non-disciplinary coaching of nurses.

b. Use for Discipline.

- i. In the case of an allegation of misconduct against a nurse, resulting from a source other than GPS or RFID data, the Medical Center may, with notice to the union, use data generated by GPS or RFID technology to investigate the allegation.
- ii. The Medical Center shall not routinely monitor GPS or RFID data for the purpose of disciplining nurses. In a rare circumstance where the Medical Center discovers data which indicates that an individual nurse may have engaged in severe misconduct such as gross negligence, workplace violence, sexual harassment, or other similar conduct, the Medical Center may initiate a disciplinary investigation based on that data. The parties agree that any discipline resulting from that investigation must be supported by

additional evidence other than data in order to meet the just cause standard.

c. Access and Use of Data.

- i. GPS and RFID data will not be viewed or accessed by the Medical Center for the purpose of monitoring concerted activity or other non-safety or performance related activity of nurses. Nurses shall not be required to wear GPS or RFID technology in the rest room or on their non-work time.
- ii. Medical Center personnel shall only be able to access GPS or RFID data with approval of the Director over their department/unit. No individual tracking technology shall be used to gather data or determine the location of a nurse outside of the workplace or without their knowledge.
- iii. If any changes or expansion of the use of GPS or RFID technology occurs within the bargaining unit both sides retain their rights under the National Labor Relations Act. Upon thirty (30) days' notice to the Union, the Medical Center may expand the use of GPS and/or RFID technology to additional units or change/modify the existing use of GPS and/or RFID technology.
- iv. Nothing in this section shall be read to prohibit the Medical Center from using GPS or RFID technology for tracking the location of Medical Center equipment.

2. Video Surveillance.

- a. Both parties retain all rights under the National Labor Relations Act in regards to the significant expansion of video surveillance or use of new video surveillance technology in work areas. Work areas shall not include Medical Center lobbies or cafeterias. The Union shall agree to keep any information regarding video surveillance technologies of the Medical Center confidential except as reasonably necessary to enforce this agreement and inform its membership.
- b. The Medical Center shall not access cameras on employee workstations for routine monitoring or management of nurses. MMC reserves the right to access workstation cameras as part of an investigation into a potential violation of any employment policy/practice or of this Agreement.
- c. The Medical Center will not rely on video footage to substantiate discipline of a bargaining unit employee unless it provides the affected employee and the Union an opportunity to review the video footage at issue.

C. Medication Tracking Data: Upon request and reasonable advance notice, Nurses will have an opportunity to review their medication tracking data with their Manager or designee.

E.D. Use Of Telesitters

1. The Medical Center may utilize cameras for remote monitoring of patients.
2. The intent of this section is to acknowledge the use of cameras for telesitters where consistent with patient safety. This Section will not be used to reduce nursing assistants regularly scheduled/budgeted to assist nurses and patients, including through the float pool. Nor does this section relate to or authorize a reduction in nurse staffing.

~~a. Beginning at ratification of this Agreement, no more than eight (8) telesitting cameras may be monitored by one (1) trained individual.~~

~~b. Beginning six (6) months following the ratification of this Agreement, no more than ten (10) telesitting cameras may be monitored by one (1) trained individual.~~

~~c. Beginning one (1) year following the ratification of this Agreement, no more than twelve (12) telesitting cameras may be monitored by one (1) trained individual.~~

~~d.a. Every six (6) months, the Medical Center will present a report on the use of telesitting cameras to the Nursing Quality and Patient Safety Council. The report will include information regarding patient falls with injury, sentinel events, and any other patient safety issues arising out of the use of telesitters in the Medical Center. A copy of the report will be provided to the Union.~~

~~e. If a sentinel event is determined to have been linked to the use of a telesitting camera or is under investigation to determine whether it is linked to the use of a telesitting camera, the progression outlined in sections (a) through (c) above will be paused until any investigation concludes and the parties convene a Special Conference to resolve any underlying issues leading to the sentinel event.~~

~~f.b. The Union may request a Special Conference to discuss any other safety issues related to the use of telesitting cameras, but such Special Conference shall not affect the progression outlined in Sections (a) through (c) above.~~

3. The assessment of the nurse performing the charge function on the unit and the assigned nurse must be part of the inclusion and exclusion assessment for remote monitoring. The goal of telesitting is to enhance patient safety, and the protocol will reflect that a telesitting trial is not mandatory when a consensus is reached among assigned nurse that the telesitting cannot safely be used. Consensus will not be withheld on a uniform basis and shall be reached with reference to the inclusion and exclusion from telemonitoring

criteria and on the basis of a reasonable nursing clinical judgement and in the interest of patients.

4. Nothing in this section will be used to expand the bargaining unit to other classifications.

E. Artificial Intelligence

1. “Artificial Intelligence” or “AI” for purposes of this Agreement will be defined as: a machine-based software system that, based on data inputs, generates predictions, recommendations, content, or decisions through machine learning, generative AI, or similar computational techniques. AI does not include ordinary automation, rules-based software, or electronic health record functionality, unless otherwise expressly agreed by the parties.
- 1-2. The parties agree that concerns regarding current or potential impacts of AI on employees’ terms and conditions of employment may be raised and addressed through a Special Conferences convened for the affected department or unit.
3. The employer will provide training, education, and any necessary continuing education at no cost to the nurses(s) for any AI system that they are required to utilize.

F. Telehealth

1. For purposes of this Agreement, “Telehealth” shall mean the provision of healthcare services by a bargaining unit nurse through the use of telecommunications technology, including but not limited to telephone, video conferencing, and remote monitoring devices, to deliver care remotely that would otherwise be provided in person by a bargaining unit nurse at Munson Medical Center.
2. The Employer will provide the Union with 30 days’ notice prior to implementation of new Telehealth technology at the Medical Center.
3. Upon request, Union concerns regarding the effects of new Telehealth technologies on employees’ terms and conditions of employment may be raised and addressed through a Special Conference. Each of the parties shall prepare a written agenda which shall be exchanged at least five (5) business days prior to a scheduled meeting. Meetings will be conducted at a mutually agreeable location or by using a mutually agreeable process (e.g. virtual platform).
4. Upon request by the Union, the Parties will engage in effects bargaining if the use of Telehealth causes any bargaining unit employees to suffer a reduction in hours, layoff, or loss of pay.

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Tentative Agreement:

ARTICLE 22 - FILLING OF VACANCIES

A. Posting of Vacancies

1. When a full-time or regular part-time vacancy in the bargaining unit arises on any unit or department, a notice of that vacancy shall be posted on the Medical Center's applicant system for a minimum period of five (5) calendar days before the Medical Center fills the vacancy. Upon written request from a nurse already working on the unit, the Medical Center may allow that nurse to transfer to a PRN position on the same unit without posting it.
2. The Medical Center and the Union agree that it is in the best interest of both parties and patients for vacancies to be filled efficiently. The Medical Center will follow its normal process for posting vacancies when such vacancies exist. If the Medical Center determines that a bargaining unit position which becomes vacant will not be filled, it will inform the Union of that decision and the reason for the decision.
3. Qualifications for vacant positions shall be consistent with job descriptions and summarized on position postings. The vacancy will remain posted as long as it is open and available. Nothing prevents the Medical Center from filling the vacancy on a temporary basis until such position is filled.
4. Postings shall include FTE equivalent hours expected, shift (e.g., day, night, afternoon, midshift, or rotate), and unit or department. The listing of FTE hours in this section is not intended to be a guarantee of hours or work.
5. If the Medical Center adopts technology that allows employees to express an interest in a position where no vacancy currently exists, it will extend this same technology to bargaining unit nurses.

B. Restrictions on Applying for Vacancies

1. A nurse who applies for and is selected to fill a posted vacancy may not apply for another posted vacancy within the next twelve (12) months after taking a new position unless this requirement is waived by the Medical Center or as otherwise provided in this Agreement.
 - a. This restriction shall not apply in the following situations:
 - i. A nurse who is completing a residency and/or internship for a nursing position requiring significant additional training and orientation, such as a position in the Operating Room, PACU, critical care units, and other comparably specialized units may be required to remain in those units/departments for more than a year following the completion of their training period where such notice has been provided in writing before the start of the training/orientation;

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21

- ii. If the posted position arises in the same unit/department which would result in a lateral transfer within the same unit/department and not a promotion, including a change in pre-scheduled hours, start and end times, days of work and/or days off, and/or shift; or
- iii. If the nurse applicant is in their current position as a direct result of a reduction in force.
- iv. For purposes of applying for an intradepartmental transfer, nurses may not use their bargaining unit seniority during the 180-day evaluation period following transfer to the unit until other bargaining unit nurses not in their introductory period have had an opportunity to accept the transfer.

C. Preference Order for Filling Vacancies

1. When filling a vacancy, the Medical Center shall first allow a nurse already working in the department/unit in a comparable position to transfer to the vacancy (different shift, different FTE, etc.) before considering or awarding the position to an applicant from outside the department/unit. ~~For purposes of filling vacancies, afternoon shift is considered its own shift.~~
 - a. If two or more nurses apply for the same vacancy, preference will be given first to the nurse with the most bargaining unit seniority ~~on the same shift as the vacancy and then to the nurse with the most bargaining unit seniority on a different shift in the department/unit.~~
 - b. In the event that two or more candidates have the same amount of bargaining unit seniority, the candidate with the earliest licensure date shall be awarded the position.
 - c. In the event that two or more candidates have the same licensure date, the candidate with the greatest system seniority shall be awarded the position.
2. Posted vacancies shall be awarded to the most qualified candidate based on reasonable factors such as relevant training, experience, knowledge, skills, ability, ~~behaviors that have been documented and/or communicated to the nurse,~~ and active corrective action, ~~and annual discussion ratings.~~
 - a. To the extent these factors are equaleven between two or more candidates, the candidate with the greatest bargaining unit seniority shall be awarded the position over a candidate with less or no seniority.
 - b. In the event that two or more candidates have the same amount of bargaining unit seniority, the candidate with the earliest licensure date shall be awarded the position.

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- c. In the event that two or more candidates have the same licensure date, the candidate with the greatest system seniority shall be awarded the position.
- D. Evaluation Period Following Transfer or Promotion. A promoted or transferred nurse (but not a nurse who remains in a comparable position on the same unit/department) shall be subject to a 180-day evaluation period to orient to the new position when transferring to a different department/unit or transferring to a position that is not comparable on the same unit. Prior to being deemed an unsuccessful transfer, the Medical Center will provide the RN an opportunity to improve their work performance. It will be at the Medical Center's discretion to determine whether the employee's performance has sufficiently improved. During this evaluation period, at the discretion of either the nurse or the Medical Center, a nurse may be removed and if the nurse's former position or a comparable nursing vacancy remains on the nurse's former department/unit, may be returned to their former department/unit at the previous rate of pay or apply for other vacancies if no such vacancy exists. Should the nurse decide to return to their previous position or unit, they must provide two (2) weeks notification to the manager of the unit and/or department from which they wish to transfer. If no comparable alternative position has or can be offered on the prior unit/department and no other position has been offered to the nurse such that the nurse would have no position if removed, removal from a position following transfer or promotion during the evaluation period shall be subject to the just cause standard.
- E. Release to a New Position. The Medical Center will release a nurse in the bargaining unit who successfully applies for a new position within sixty (60) days of notification of their successful application absent bona fide patient care needs on the nurse's current unit that cannot be addressed through other reasonable means. If transfer cannot be made within that period, the issues may be the subject of a special conference between the parties and then subject to the grievance and arbitration procedure if not resolved. Nurses awarded an intradepartmental transfer will be able to input their scheduling preferences for their new position at the start of the next schedule request period.
- F. Temporary Positions. All temporary reassignment to another unit or position shall require the agreement of the manager(s) and nurse(s) involved. This shall not apply to floating or working extra shifts.

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Tentative Agreement:

ARTICLE 23 - FLOATING

- A. Floating will occur within the following work groups unless a nurse agrees to volunteer to float to a different unit/department in which the nurse has the training and skills to accept the assignment. When nurses are reassigned to other units, assignments will be made that take into consideration the acuity of the home unit and a nurse's competency, knowledge, skills, and abilities.
- B. The Medical Center shall determine when floating will occur and from which units nurses will be floated. Ordinarily, a nurse will not be floated from a unit until all float pool nurses have been reassigned from the unit. When making float decisions, the following order shall be used.
1. Volunteers;
 2. Agency, contract, and system staffing nurses in any order;
 3. PRN B nurses;
 4. Bargaining unit nurses per the following table:

Home/Unit	To	Assignment
Med/Surg		
B3, B4, D4, D5	B3, B4, C3 (adults), D4, D5	Full Assignment
	Rehab C1R, C2R	Full Assignment
Telemetry		
A4, A7, C2, C4	A4, A7, C2, C4	Full Assignment
	A2, A3	Telemetry Patients Only
Intermediate Care Nurses		
A2, A3, ICU/B2	A2, A3, B2	Intermediate Level of Care – Full Assignment
	Telemetry A4, A7, C2, C4	Full Assignment
Critical Care Nurses		
A2, A3, ICU/B2	A2, A3, ICU/B2	Full Assignment (Critical Care and Intermediate Care)
	Telemetry A4, A7, C2, C4	Full Assignment (Critical Care Critical Care Nurses shall be floated to telemetry to meet emergent patient care needs when other alternatives are not available.)
Maternal Child		

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C3, OB, NICU	C3, OB, NICU	<p>C3</p> <ul style="list-style-type: none"> → OB: couplets_only → NICU: step-down and ne_O2 support <u>not including heated high flow or greater</u> <p>OB</p> <ul style="list-style-type: none"> → C3: couplets, <u>neo-natal step down, antepartum patients only</u> → NICU: step-down and ne O2 support <u>not including heated high flow or greater</u> <p>NICU</p> <ul style="list-style-type: none"> → OB: infants only, second circling deliveries → C3: <u>NICU overflow, patients with adjusted gestational age of three months or less infants (two months or less only)</u>
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Cardiovascular Services

EP, Cath Lab, Recovery/Pre-op	EP, Cath Lab, Recovery/Pre-op <u>CDS</u>	<p>EP</p> <ul style="list-style-type: none"> → Recovery/Pre-op → CDS if skillset permits. → Cath Lab if skillset permits. <p>Cath Lab</p> <ul style="list-style-type: none"> → Recovery/Pre-op → CDS if skillset permits. → Cath Lab if skillset permits. <p>Recovery/Pre-op</p> <ul style="list-style-type: none"> → CDS full assignment <u>TEE and Cardioversion</u> → EP if skillset permits. → Cath Lab if skillset permits.
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- C. The Medical Center will not float a nurse to another unit if it results in their home unit dropping below the staffing guidelines established pursuant to Article 46 of this Agreement unless the Medical Center has exhausted all other resources (including volunteers, non-bargaining unit nurses, recalling "low census on-call" nurses, and PRNs). ~~Floating should be used before a nurse is assigned mandatory overtime unless floating would result in a nurse acting in a charge capacity taking a patient assignment and the home unit dropping below the staffing guidelines referenced above. {moved to art. 30}~~
- D. Absent agreement between the Medical Center and the floated nurse, a nurse floated from their home unit shall be returned to their home unit before another nurse is floated to the home unit of the nurse originally floated, provided that there are at least four (4) hours remaining in the floated nurse's shift.
- E. The Medical Center will not require a scheduled "on-call" nurse to report to work if a nurse has been floated from that unit, provided that there are at least four (4) hours remaining in the floated nurse's shift. Absent emergent circumstances, if the Medical Center requires a scheduled "on-call" nurse to report to work, the Medical Center shall not later float a nurse from that unit unless the "on-call" nurse has been offered the opportunity to go home.
- F. If a department/unit is not identified as part of a work group, they will be considered to be their own work group. If a department/unit significantly changes the clinical nature of the work they perform the Medical Center will negotiate over what work group, if any, the unit will be included in. If during an emergent situation or public health emergency, like COVID-19, the Medical Center changes the patient population of a department/unit, the Medical Center may temporarily adjust the above float groups by providing notice to the Union. The parties will meet within forty-eight (48) hours to negotiate any temporary changes to the float groups.
- G. Nurses who are floated to work in another nursing unit should first receive a brief orientation to the unit by an individual familiar with the work and practices of that unit. The brief orientation shall include a review of the patient population, specific unit protocols that may exist, the location of equipment (including emergency equipment), supplies, medications or any other practices or policies that must be known in order to carry out the work of the assignment made on that unit.
- H. If floating is necessary, nurses from the department/unit may volunteer and priority will be given to the nurse with the highest bargaining unit seniority. If there are no volunteers, floating will be on a rotating basis by last date each nurse was floated among nurses on a nursing unit, except nurses still in their ~~probationary-introductory~~ and/or evaluation period, a nurse who is actively working in the preceptor role, and a charge nurse who is the only nurse qualified for charge duty on the sending unit at the time.
- I. Each unit is responsible to keep a record of nurses' turns of floating. Floating for all or part of a shift will be considered a turn. Any reassignment to a work location other than the work location for which a nurse is scheduled or assigned shall constitute a turn to float.

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J. When a nurse is floated, charge nurses, PCCs, and managers shall continue to make assignments to a nurse who is floated that take into account the nurse's competency, knowledge, skills, and abilities as well as patient needs.


K. If a nurse reasonably maintains that they are not competent floating to a clinically related area as identified above, their charge nurse, PCC, or manager will attempt to accommodate their concern by finding them a different assignment or an appropriate assignment on the clinically related unit (with fewer patients or patients with lower acuity) appropriate for their competency, knowledge, skills and abilities. If a nurse declines a floating assignment within their work group, based on a good faith concern that they do not have the necessary competency, knowledge, skills, and abilities to provide safe patient care in a clinically related area, the next nurse on the rotation shall be given the assignment. The nurse who declined the assignment will stay at the top of the rotation and may be asked to meet with their manager and develop a plan to acquire the missing competency, knowledge, skills, and abilities within six (6) months.

L. Nurses working in the role of Lactation RN shall not be required floated to any department or be required to take a patient assignment, but may volunteer to do so.

~~L.M.~~_____The above provisions are not intended to apply to the float pool.

~~M.N.~~_____When making patient assignments prior to the start of a shift for nurses on D5 who are competently trained and certified to administer complex chemotherapy agents/medications (Complex Chemo RNs), the Medical Center will not assign patients who have a known provider order prior to the patient assignment to receive complex chemotherapy agents/medications (Complex Chemo Assignment) to Complex chemo RNs who are next in the D5 float rotation unless all D5 RNs on that shift are needed to be in Complex Chemo Assignments. In the event a Complex Chemo RN is next in the float rotation and has a Complex Chemo Assignment, the Complex Chemo RN will not be required to float at that time and the next nurse on the float rotation shall be given the assignment. The Medical Center will continue down the D5 float rotation who does not have a Complex Chemo Assignment. If all D5 nurses have Complex Chemo Assignments, then no nurse shall be floated from D5, and the charge nurse or PCC will consult with the manager or supervisor to explore other options to support the unit where the float is needed. If a Complex Chemo RN is skipped in the float rotation per this section, that Complex Chemo RN is not considered to have had a float turn and will stay at the top of the D5 float rotation.

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Tentative Agreement:

ARTICLE 28

ON-CALL

- A. On call pay compensates hourly-paid nurses who the Medical Center requires to remain available to be called in or return to work during designated off-duty hours. Units that currently use on call are OR, PACU, IR, A6 Cath Lab/A6, MPR, ED, Inpatient Dialysis, Maternity/OB, and NICU. The Medical Center will provide ~~thirty (30) days~~ six (6) weeks notice to the Union if it seeks to modify the on-call practices/policies for these units and during that period will upon request of the Union bargain with the Union regarding the proposed changes.
- B. Should the Medical Center desire to expand the use of on-call to additional units, it must provide a minimum of six (6) weeks notice to the Union and ~~an opportunity to bargain~~ meet to bargain the effects.
- C. Nurses will be informed of the hours during which they are on call, and during scheduling when practical. Because the use of on-call in the Emergency Department and Maternity/OB is not intended to be used for general staffing, the Medical Center will not close off blocks of on-call time that nurses in that department may schedule themselves for. Whether the ED or Maternity/OB has called in its on-call nurse shall not impact whether a float pool nurse will be made available to the ED or Maternity/OB. Nurses shall not be able to grieve individual instances of violations of this section, however, frequent or established patterns may be subject to a grievance.
- D. Consistent with patient needs and skills training and ability, on-call assignments shall be distributed in an equitable manner.
- E. With advanced written approval of a manager and/or a designee and the nurses involved, nurses will be allowed to trade call assignments and/or cover call for another nurse.
- F. ~~Beginning the first pay period after ratification of this Agreement, Nurses who are scheduled to be on-call, receive a \$4.75-3.00/hour differential for remaining available for work during normal off-duty hours. Beginning the first pay period after the first anniversary date of the ratification of this Agreement, the on-call differential shall be \$4.00/hour. Beginning the first pay period after the second anniversary date of the ratification of this Agreement, the on-call differential shall be \$4.75/hour. Specialty on-call pay shall be \$4.75/hour for the term of this Agreement.~~
- G. Any hourly-paid nurse who is called into work while on-call for the Medical Center will be paid at time and a half (1 and ½) their base hourly rate of pay until the end of their on-call shift. Any nurse who is called into work while on on-call status shall be guaranteed a minimum of two (2) hours of pay.
- H. The Medical Center will provide two (2) sleeping rooms for on-call Surgical Services RNs who live more than 30 minutes from the Medical Center. The rooms will be used

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solely for use while on-call and Surgical Services RNs may not store personal items in the sleeping rooms.

I. Nurses in the Emergency Department will not be required to schedule themselves for more than twenty-four (24) hours of on-call time per six-week schedule period.

I.J. On call requirements will be communicated in the job posting and/or job offer documentation. Failure to meet this requirement will not result in any Nurse being exempt from on call requirements.

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Tentative Agreement:

ARTICLE 30

MANDATORY OVERTIME

- A. The parties agree that it is in the best interest of patient care and for the benefit of the Medical Center, nurses, and the patients they serve to reduce or eliminate mandatory overtime. The parties agree that the following procedures will enable them to continue to provide safe patient care while making progress toward this shared goal.
- B. All reasonable efforts should be made to avoid “mandatory overtime,” which for purposes of this Section is defined as a requirement that nurses continue to work after the planned end of a prescheduled shift by more than half an hour. Mandatory overtime is not defined to include the assignment of scheduled extra shifts, and/or prescheduled holdover, and/or nurses who volunteer to work additional hours beyond their scheduled shift. Before requiring mandatory overtime, the Medical Center agrees that it will utilize all other reasonably available resources, including unit volunteers, pool, PRN, system staffing, staffing incentive, and agency nurses who have the training, experience, and ability to safely care for patients. Floating should be used before a nurse is assigned mandatory overtime unless floating would result in a nurse acting in a charge capacity taking a patient assignment and the home unit dropping below the staffing guidelines referenced above. The Medical Center will also consider placing a nurse performing charge functions in staffing and the utilization of other qualified and competent non-bargaining unit staff. The Medical Center will require mandatory overtime only when necessary to meet patient care needs and these other resources have been exhausted. The Medical Center will not utilize mandatory overtime as part of a specific unit/department’s ongoing regular staffing. Bargaining unit nurses who have been floated according to Article 23 Floating, will not be included in the mandatory rotation for the unit to which they have been floated.
- C. A list shall be maintained on each unit of all bargaining unit nurses in order of bargaining unit seniority. When mandatory overtime is deemed necessary, the manager of the unit or their designee shall first call for volunteers to work additional hours beyond their scheduled shift. ~~If a nurse volunteers for mandatory overtime, they shall be assigned the mandatory overtime.~~ If more than one nurse volunteers for mandatory overtime to work additional hours beyond their scheduled shift, the nurse with the greatest bargaining unit seniority will be assigned mandatory overtime the additional hours. If no nurses volunteer, the nurse with the least bargaining unit seniority will be assigned mandatory overtime. When a nurse voluntarily works additional hours after mandatory overtime has been deemed necessary or works mandatory overtime, the date shall be recorded and used in lieu of their seniority date. Employees who are new to the unit shall be placed on the list in accordance with their bargaining unit seniority. Flex Team nurses, PCCs performing supplemental bargaining unit work, ~~and~~ PRN Bs, float pool RNs, and System Staffing (Regional Pool) shall be included in the rotation for mandatory overtime. Float pool RNs will only be included in the rotation for mandatory overtime if they have been assigned to the unit requiring mandatory overtime for at least the last four hours of their shift. The House Supervisor shall maintain the list of dates for Flex Team employees who are

assigned to the pool, float pool RNs, and System Staffing (Regional Pool). Dates for PCCs, ~~and~~ PRN Bs, and Flex Team who are assigned to a particular unit shall be maintained on the unit.

- *1. Nurses who are scheduled to work the next day or who are working an extra shift will be excluded and not assigned mandatory overtime, unless all nurses on the department/unit assigning mandatory overtime are scheduled to work the following day or are working an extra shift.
 - *2. Whenever possible, nurses will be given at least two (2) hours' notice before being assigned mandatory overtime.
- D. If a unit has assigned mandatory overtime, no nurse shall be floated from that unit until the nurse assigned mandatory overtime has been given the opportunity to go home.
 - E. The parties recognize that procedural areas, such as the Operating Room, PACU, Cath Lab/Recovery, Interventional Radiology among others, do not have the same formal end of prescheduled shifts and may be required to be on call for emergent needs, which can vary due to the unpredictable time to complete procedures and fluctuations in case load. The parties also recognize that there can be urgent, emergent patient needs on other units at the end of a planned shift that require a nurse to remain in care. If nurses in these procedural areas feel that hold-overs or other exceptions in this paragraph are being administered in a way that is unsafe or unduly burdensome the union may request that a special conference be convened promptly to discuss the issue.
 - F. Absent a Medical Center emergency, disaster, or urgent or emergent patient need, when requiring nurses to work beyond the end of a scheduled shift, nurses will not be required to work more than four (4) hours after the end of their scheduled shift. Absent the above listed circumstances, a nurse will not be permitted to volunteer to work more than sixteen (16) consecutive hours. This does not affect or prevent the use of call in areas where call is required. Under no circumstances will the Medical Center mandate a nurse to exceed ninety-six (96) hours in a two-week pay period.
 - G. Absent an unforeseen and emergent patient need or hospital disaster, a nurse will be offered the opportunity to have at least eight (8) hours between the end of one shift and the start of the next shift when required to stay over. A nurse who believes that their work end time will not permit them this time will notify their manager or designee, who will work to make adjustments to the times of their next scheduled shift to address these issues. In circumstances where a nurse is reasonably concerned that the eight (8) hours rest is insufficient under the particular circumstances involved, a nurse and manager can mutually agree on additional accommodations such as additional time off or the provision of alternate sleep arrangements.
 - H. All mandatory overtime assignments will be documented on the appropriate list. If the Union believes that a unit or department is making inappropriate use of mandatory overtime under this Section, including as part of a specific unit/department's ongoing regular staffing, the Union may request, and the parties will hold, a Special Conference

to discuss the Union's concerns. If not resolved in Special Conference, the Union may grieve at Step 2 and, if necessary, arbitrate issues concerning any remaining ongoing use of mandatory overtime that was discussed but not resolved in the Special Conference. A nurse may utilize the grievance and other procedures to enforce their rights but may not refuse to work an overtime shift on the basis that its assignment is an alleged violation of this section.

- I. If a nurse is assigned mandatory overtime or volunteers to work additional hours beyond their scheduled shift, all hours in excess of the nurse's regularly scheduled shift shall be paid at the rate set forth in Article 29 of this Agreement.

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Tentative Agreement:

ARTICLE 31 - WORK SCHEDULING

A. General Scheduling Process

1. Electronic scheduling, such as ~~Kronos~~UKG Pro, may be used by the Medical Center.
2. The Medical Center shall continue to make available more sign-up spots per shift than nurses needed. No nurse eligible to submit shift requests in the first two (2) weeks of the schedule request period shall be denied the ability to express preference during that time for any shift that they would like to schedule for. If a nurse attempts to request a shift in the first two (2) weeks of the schedule request period and it is indicated to be unavailable, they may contact the scheduler for their unit/department and the situation will be promptly rectified.
3. Each schedule will open for staff input eight (8) weeks prior to the first day of the schedule. The following steps shall then be utilized in scheduling:
 - a. For the first and second weeks, the schedule will open for all bargaining unit nurses to input their shift preferences. Full-time and regular part-time nurses shall sign up for and be scheduled to their FTE status, but this will not prevent the Medical Center from utilizing flex schedule nurses or giving low census consistent with this Agreement. Nurses will have a reasonable means by which to input their scheduling preferences remotely.
 - b. For the third full week, the schedule shall be closed for initial balancing.
 - i. In this week, balancing will occur only when a shift has more requests than needs.
 - ii. Balancing will occur on the basis of volunteers in order of bargaining unit seniority and if no volunteers reverse bargaining unit seniority, provided that charge nurse and skill set needs for the unit have been met. PRN As do not have bargaining unit seniority as defined in Article 6 of this Agreement, therefore will be balanced before full-time, part time, and PRN C nurses.
 - c. For the fourth full week, the preliminary schedule shall be available for review and holes in the schedule will be noted. Volunteers shall be allowed to indicate any additional shifts for which they may wish to volunteer. PRN Bs will also be allowed to input their schedule preferences during this week.
 - i. During week four, the Medical Center may modify the length of shifts that remain unfilled.

ii. During week four, non-bargaining unit nurses may be assigned to fill holes in the schedule. However, the additional shifts will remain available to bargaining unit volunteers.

d. For the fifth and sixth weeks, the schedule will be closed for final balancing.

~~i. Before final balancing, non-bargaining unit, non-MMC nurses will be assigned to fill holes in the schedule.~~

ii.i. In these weeks, balancing may occur when a shift has fewer requests than needs.

ii.ii. A nurse may only be balanced off a shift that would result in that shift having fewer requests than needs if the shift that they are balanced to has fewer than the average number of requests for the week and the shift they are balanced from remains at greater than or equal to the average number of requests for the week. For purposes of calculating average requests for this section, all numbers will be rounded down.

ii.iii. Provided charge and skill set needs of the unit are met, balancing shall occur in the following order:

- a. Non-bargaining unit, non-MMC nurses;
- b. Volunteers by bargaining unit seniority;
- c. PRN As;
- d. Full-time, part-time, and PRN C nurses as one group by reverse bargaining unit seniority.

~~v. This scheduling process will be implemented beginning with the schedule request period that opens April 30, 2023. Prior to that date, the parties will work jointly to create and present a training on the new scheduling process that all employees who are responsible for scheduling will be required to attend.~~

~~vi. The parties understand that this is a significant change in balancing processes at the Medical Center. Accordingly, either party may request a Special Conference to discuss operational issues arising in the Emergency Department with the new process after they have been in effect for at least three (3) schedule periods.~~

e. Two weeks before the start of the six-week scheduling period, the final schedule will be posted.

4. The Medical Center will maintain balancing records until the end of the initial scheduling request period following the current schedule. A copy of balance records will be made available upon request.
5. Nurses won't be moved from a day they requested to accommodate another change. i.e., nurse "A" requested Wednesday, nurse "B" is being moved from Tuesday to Wednesday, and nurse "A" was moved to accommodate the change.

B. Unavailable days

1. During the first two weeks of scheduling as outlined above, each nurse will be able to request days where the nurse is unavailable to be scheduled as follows:
 - a. The Medical Center will allow a minimum of eight (8) such days per six-week schedule for each nurse.
 - b. Although requests to be off are not guaranteed, the Medical Center will honor these requests in good faith during balancing where practical and consistent with patient care and department/unit needs.
 - c. The Medical Center will attempt to honor other reasonable requests for days off to attend Medical Center-sponsored committees that are scheduled during a nurse's regular shift times or during an adjacent day shift in the case of night shift nurses as necessary to avoid fatigue and conflicts.
 - i. A nurse requesting time off to attend a committee shall be responsible for notifying the manager or designee through the scheduling system of the committee to which they are assigned, the meeting time, and the shift (day of or the night before) that the nurse is requesting off.
 - d. During balancing, greater consideration will be given to the scheduling preference of full-time, part-time, and PRN C nurses over other nurses assigned to the unit/department. Nothing in this Agreement prevents managers or designees from communicating informally with nurses during balancing.

C. Filling Extra Shifts

1. When awarding shifts to fill holes in the schedule before the final schedule is posted priority shall be given first to full-time, part-time, and PRN C nurses wishing to volunteer, and then to all other nurses (PRN A, and any non-bargaining unit nurses who are being utilized on the unit). In no event will a nurse be permitted to sign up for more than 120 hours in any two (2) consecutive week period. Mandatory overtime, prescheduled holdover, and the use and/or assignment of on-call in areas where on-call is used under Article 28 of this Agreement will be included in this time.
2. Open shifts after Schedule Posting: In the instance that shifts remain unfilled after the schedule posts, the following procedures will apply to fill those shifts:

- a. Once the schedule has posted, full time, part time, and PRN C nurses shall have the priority when picking up additional shifts until the first day of the active schedule, with the exception of the first week of the active schedule which will be on a first-come, first-served basis.
- b. Beginning on the first day of the active schedule, open shifts will be picked up on a first-come, first-served basis.

D. Other Scheduling Principles

- a. Although nurses will not be scheduled for extra shifts beyond their maximum FTE commitment at the time of scheduling absent agreement, additional shifts that cannot be filled by other means can be required by the Medical Center at a later time as elsewhere permitted by this Agreement.
- b. Once the final schedule is posted two weeks prior to the start of the schedule, the Medical Center may not alter it absent mutual agreement of the manager and affected individual nurses. This does not prevent the Medical Center from using low census as elsewhere permitted by this Agreement.
- c. After the schedule is finalized, nurses may trade shifts with any equally qualified nurse in the department/unit. The trade must be submitted in the approved upon manner on the unit and approved by the manager or designee prior to the start of the shift.

E. Alternate Unit Scheduling Guidelines.

1. The Medical Center and the Union may mutually agree in writing to different scheduling procedures than those put forth in the general scheduling process for individual units/departments as needed. Neither party will be obligated to do so and may, upon request, give notice and an opportunity to bargain over a decision to cancel any such agreement. All such agreements must be in writing, must describe the unit/department procedures with specificity, and must be signed by the director of human resources, the Director of the unit/department, the Chief Nursing Officer, and the Union.

F. Weekend Scheduling.

1. For the purpose of scheduling weekends, the weekend will be defined as shifts scheduled with a majority of hours between Friday at 11:00 p.m. and Sunday at 11:00 p.m.
2. Full and part-time nurses shall at a minimum be scheduled alternating weekends off (three (3) of the six (6) weekends in a six (6) week period). The Medical Center may have departments/units with a weekend requirement for all nurses on the unit/department that require nurses to work less than every other weekend. In the event some but not all nurses on the department/unit are needed to work the required number of weekends for a department/unit, the nurses with the most bargaining unit seniority

shall have a lesser weekend requirement, which are not guaranteed to continue; in this event, the Medical Center shall seek volunteers beginning with the most senior nurse on the affected date, and proceed down the list until the shift has been balanced, if no nurse volunteers, then the least senior nurse shall be taken off the weekend shift. If the Medical Center seeks to change a weekend requirement that exists for an entire department/unit, it will provide the Union with at least thirty (30) days' notice and an opportunity to discuss but will not provide less than every other weekend off.

3. Individuals hired into a registered nursing role prior to 2009 who as of the date of ratification of the 2019 Agreement already work no more than every third weekend ("Q3 nurses") who remain on such schedules as of the ratification of the 2019 Agreement shall remain on a schedule to have two (2) out of three (3) weekends off (one (1) weekend on and two (2) off) until they leave their employment with the Medical Center, opt out, or transfer to a different shift, position, or unit/department.
4. Individuals hired into a registered nursing role on or after 2009 who as of the date of ratification of the 2019 Agreement already work no more than every third weekend ("Q3 nurses") shall remain on every third weekend schedules (one (1) weekend on and two (2) off) until they leave their employment with the Medical Center, opt out, or transfer to a different shift, position, or unit/department.
5. The limitation on weekend schedules shall not apply to nurses hired to work a predominately weekend schedule or to the use of call on weekends when a nurse is scheduled off.
6. Except as provided in this Agreement, nurses scheduled to work a weekend will be scheduled to work both weekend shifts when working, but nurses may trade shifts after the schedule is posted provided that it does not cause the Medical Center additional overtime expense and the manager (or their designee) is notified and approves in writing. Nothing in this agreement shall prohibit a nurse from making a permanent change of weekend with another qualified nurse in their unit/department. Nurses may also switch their weekend shift before the opening of the schedule request period with another nurse on the unit/department; such switches shall be communicated in writing to the manager (or their designee), the affected nurses, and the unit scheduler. All weekend trades and changes must be approved by the manager (or their designee). Approval will not be unreasonably withheld.
7. If there are more nurses than needed on a given weekend, nurses with the most bargaining unit seniority, will be given the opportunity to be rotated off their weekend, where skill mix permits.

In the event no nurse elects to be taken off of their weekend, nurses working an extra weekend shall be balanced off the weekend first in reverse seniority order.

If there are no volunteers following balancing of nurses on extra weekend shifts, the nurse with the lowest bargaining unit seniority shall be balanced off the weekend on a rotating basis.

Tentative Agreement:

ARTICLE 32

SCHEDULED PTO

A. Scheduled PTO will be granted as follows:

1. Amount of Scheduled PTO Requests Available

- a. Both parties recognize that scheduled PTO time is important to nurses. For that reason, scheduled PTO requests will not be unreasonably denied by the Medical Center even if beyond the minimums set forth below.
- b. The parties have not adopted a maximum limit on the number of scheduled shifts of PTO that a department/unit may grant, and nothing in this section should be construed or implied to act as such a limit. Some units/departments may be able to grant additional scheduled PTO during some or all of the weeks of the year and should continue to do so consistent with patient care needs.

2. Minimum Scheduled PTO Requests Available

- a. Except as provided below, all units/departments will grant the following minimum number of hours of scheduled PTO requests consistent with this Agreement:
 - i. Summer (“Prime Time”) - Seven percent (7%) of Budgeted FTEs
 - ii. Fall, Winter, Spring (Non-Prime Time) - Nine percent (9%) of Budgeted FTEs
- b. Summer begins with the start of the work week preceding Memorial Day. Summer ends at the end of the payroll period that includes Labor Day. All other payroll periods outside of Summer are part of the Fall, Winter, and Spring.
- c. Minimum hours shall be divided for use by each shift that a department/unit maintains in a reasonable manner that is generally proportional to the size of each shift. (For example, if four (4) full week scheduled PTO shifts are available on a unit with a day and night shift of roughly equal size, two (2) will generally be available for scheduling by each shift. A fifth full week of scheduled PTO could be taken by either shift, or divided such that single shifts are taken by both shifts.) No department/unit will grant less than one full week of scheduled PTO shifts during each week regardless of season.

- d. The guarantees set forth above will apply to all scheduled PTO requests made on or before the request period for the schedule during which the PTO would be taken closes. PTO requests made after that period will be granted at the department/unit manager's discretion.

3. Seniority Based PTO Requests

- a. Requests submitted by the following deadlines shall be granted on the basis of the nurse with the highest bargaining unit seniority on their shift within their department/unit. Requests for a full week of scheduled PTO (which are those where a nurse will be taking PTO time equivalent to a nurse's weekly FTE commitment) will be considered and granted before requests to take off individual shifts but not a full week. All requests shall be returned to the nurse by the manager or designee within fourteen (14) days after the deadline to submit the request.
 - i. June - September PTO- requests are due by March 1 (returned by manager or designee to employee within fourteen (14) days)
 - ii. October - January PTO- request are due by July 1 (returned by manager or designee to employee within fourteen (14) days)
 - iii. February - May PTO- request are due by November 1 (returned by manager or designee to employee within fourteen (14) days)
- b. For any consecutive time off which will be for all or part of the last full week of one of the above scheduled PTO periods, and continue into the subsequent period, a nurse may request the full length of the consecutive time by the due date for the first scheduled PTO period.

4. Later Scheduled PTO Requests

- a. After granting scheduled PTO during the three (3) bidding periods as described above, additional requests shall be received and granted at least up to the minimums set forth above on a first-in basis for requests received before the end of the schedule preference close date. To be considered, these scheduled PTO requests must be received prior to the scheduling preference close date at the end of the second full week of the schedule during which they will be taken. Requests received after that date will be at the manager's discretion. Nurses will be notified of approval with the release of the next six-week scheduled posting period following submission if the request was made before the scheduling preference period closed.

5. Other Scheduled PTO Principles

- a. Nurses shall be able to view all scheduled PTO requests through ~~Kronos~~ electronic scheduling or other reasonable means adopted by the unit.
- b. Nurses may submit requests if they will have sufficient PTO time accrued to cover their time off before the schedule that includes their scheduled PTO period is posted. If a nurse uses PTO for an absence excused by any section of this Agreement, Medical Center policy, or applicable state or federal law because they are not permitted to report to work (such as after testing positive for COVID-19), and that results in an insufficient balance to cover previously approved PTO, the Medical Center will permit the previously approved PTO to be taken on an unpaid basis. A nurse who does not have the time accrued to cover their scheduled PTO when the schedule is built will be placed on the schedule and the scheduled PTO dates released for possible use by other nurses, unless the Medical Center in its discretion and on such other terms as it might agree permits the time to be taken on an unpaid basis in writing. Time taken off without pay, where permitted, shall still count toward the minimums set forth above. Nurses are responsible for tracking their own accruals.
- c. Nurses must adhere to the holiday scheduling requirements when seeking to schedule a PTO day on a holiday. A nurse may schedule PTO on an assigned holiday if they are able to find their own coverage for that holiday. For nurses on the night shift, holidays are defined as both the shift starting the evening prior to the holiday and the shift starting the evening of the holiday.
- d. The Medical Center will cover two (2) weekend(s) which fall during PTO, and the nurse will not be obligated to arrange a swap with a nurse not scheduled to work the weekend in order to be able to request and be awarded scheduled PTO. Only one (1) such weekend may be used during prime time.
 - i. In order to assist the Medical Center in covering the two (2) PTO weekends, the Medical Center may solicit volunteers as provided in Article 31 regarding Work Scheduling and utilize reasonably available non-bargaining unit nurses. The Medical Center will not be obligated to incur overtime expense or staffing incentive to use these resources.
 - ii. If those resources are not sufficient to cover these PTO weekends, then the Medical Center may balance weekend schedules during the term of each six-week schedule beginning with the least senior nurses on each impacted unit on a rotating basis. Balancing shall

only result in swapping and not the scheduling of additional weekends for any nurse.

If a full-time or part-time Nurse fulfills their FTE by picking up a straight time shift(s) if an open shift(s) is available in the fourth week (or later) of the General Scheduling Process, then they will not be required to utilize PTO for the covered weekends. The dates will still be recorded and count as a covered weekend. Even though PTO will not be utilized, the dates will still count toward fulfillment of the minimum number of hours of scheduled PTO requests.

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- e. Once approved, scheduled PTO requests will remain unaltered absent mutual agreement. If a nurse changes units/departments, and already has approved scheduled PTO, the Medical Center will take reasonable efforts to honor the PTO, provided that the nurse informs the hiring manager prior to accepting the position. The Medical Center will inform the nurse whether the PTO will be honored prior to the nurse's acceptance of the new position. This shall not prevent the correction of an error identified during the grievance process. In that event, the impacted nurse(s) will be awarded the scheduled PTO, and no nurse will be denied previously approved scheduled PTO secondary to the decision made in the grievance and arbitration process.

6. Amount of Consecutive Scheduled PTO

- a. The length of nurse PTO requests for time off between Memorial Day and Labor Day may not be restricted by the Medical Center for a time period of less than fourteen (14) consecutive days. Scheduled PTO requests outside this time period may not be restricted by the Medical Center for a time period of less than twenty-one (21) consecutive days.

Hospital:

Union:

Tentative Agreement:

ARTICLE 33

HOLIDAY SCHEDULING

A. Holidays shall be scheduled by groups:

<u>Contract Year 2023 2026</u>	<u>Contract Year 2023 2026</u>
Memorial Day 2023 2026	July 4 2023 2026
Labor Day 2023 2026	Thanksgiving 2023 2026
Christmas 2023 2026	New Year's Day 2024 2027
<u>Contract Year 2024 2027</u>	<u>Contract Year 2024 2027</u>
July 4, 2024, 2027	Memorial Day 2024 2027
Thanksgiving 2024 2027	Labor Day 2024 2027
New Year's Day 2025 2028	Christmas 2024 2027
<u>Contract Year 2025 2028</u>	<u>Contract Year 2025 2028</u>
Memorial Day 2025 2028	July 4 2025 2028
Labor Day 2025 2028	Thanksgiving 2025 2028
Christmas 2025 2028	New Year's Day 2026 2029

B. Regular full-time and part-time nurses in a unit/department will be assigned into two equally divided groups for the purpose of holiday scheduling.

1. New Nurses in a department or unit shall be added to a group upon hiring into a unit/department. Holiday rotation will be disclosed to a nurse during new hire orientation on the unit.
2. If a nurse changes a unit/department, they may request to maintain their current holiday schedule rotation, and that request will not be unreasonably denied.
3. A nurse already working on a unit, at any time but no more than once a year, may request to change their holiday grouping if a vacancy occurs on the unit before placement of new hires into the holiday work group. i.e. may request to change from group A to Group B. If more than one nurse requests to change from their grouping subject to a vacancy, then the nurse with the most bargaining unit seniority will have first choice. The Hospital is under no obligation to grant such requests, but no request will be unreasonably denied.
4. The Medical Center will rebalance the holiday groups once per year during the first calendar quarter of the year to ensure adequate coverage of holidays on an annual basis as follows. The rebalanced groupings shall be posted before the start of the schedule request period of the schedule in which Memorial Day falls.
 - a. Volunteers, then
 - b. Nurses with the lowest seniority.

5. Nothing in this section will prohibit a nurse from volunteering to work a holiday not in their rotation.
6. In the event there are more nurses than needed on a holiday within a Group, extra nurses, on a rotating basis beginning with the nurse on the relevant shift with the most bargaining unit seniority, will be given the opportunity to be rotated off their holiday, where skill mix permits as follows. Nurses who have traded holidays will not be rotated off the traded holiday.
 - a. The Medical Center shall maintain a list of nurses working on a unit/department in the order of bargaining unit seniority for each grouping and each shift.
 - b. Nurses within a group shall be notified of their opportunity to be rotated off the holiday before the schedule request period opens up.
 - c. Volunteers, by highest bargaining unit seniority, on a rotational basis by date shall be considered first.
 - i. If the most senior nurse chooses not to be rotated off their holiday, then the next senior nurse in that rotation shall be offered to be rotated off. This process will continue until the Medical Center has adequately balanced the holiday.
 - d. In the event no nurse elects to be taken off their holiday, then any nurse not in that holiday group who picked up the holiday shall be taken off the holiday.
 - e. If there are no nurses outside the holiday group who picked up the holiday, the nurse with the least bargaining unit seniority shall be taken off the holiday on a rotating basis.
 - f. Voluntary rotation off a holiday shall be recorded, unless no nurse volunteers to be moved off their holiday as prescribed above, in which case only the date of the involuntary movement off a holiday will be recorded.
- C. The hours associated with working a holiday will not be less than the hours a nurse works on non-holiday shifts i.e., a 0.9 FTE working three (3) twelves will work a twelve-hour shift on their scheduled holiday.
- D. For the night shift, however, nurses shall be required to be scheduled for both the shift starting the evening prior to the holiday and the shift starting the evening of the holiday.
- E. PRN C Nurses: Before the start of the schedule request periods in which the first summer and the first winter holiday falls, PRN C nurses will submit in writing their preference in holiday (i.e. Memorial Day, then Labor Day, then July 4th). The Medical Center will assign summer and winter holidays on the basis of bargaining unit seniority and the needs

of the unit. A PRN C may not be awarded a first-choice holiday in a second subsequent year if there is a competing request for the same holiday as a first choice by a PRN C with lesser seniority who did not receive that holiday the previous year.

Hospital:

Union:

Tentative Agreement:

ARTICLE 35

FLOAT POOL

A. Legacy Float Pool Nurses. For nurses currently employed in the float pool as of the date of ratification of the 2019 Collective Bargaining Agreement. The following terms shall apply.

1. Wages

i. Pool RN I — Pool RN I's shall in addition to the base wage received for working in non-pool positions receive an additional ~~\$2~~^{\$4}.00 per hour for working in the pool. The base wage increase shall not apply to this additional payment, but the additional payment will in all other respects be treated as part of the base wage consistent with past practice.

ii. Pool RN II — Pool RN II's shall in addition to the base wage received for working in non-pool positions receive an additional ~~\$3~~^{\$2}.00 per hour for working in the pool. The base wage increase shall not apply to this additional payment, but the additional payment will in all other respects be treated as part of the base wage consistent with past practice.

2. Floating Assignments. Nurses shall continue their unit float assignments as of the date of ratification of the 2019 Collective Bargaining Agreement.

3. Weekends. Nurses shall continue to have a weekend requirement to work no more than one (1) out of every four (4) weekends.

4. Holidays. Nurses shall be required to work no more than one (1) summer and one (1) winter holiday. Assignment of holidays shall be done by bargaining unit seniority.

5. Nurses in the Legacy Float Pool shall have the ability to transition to the new float pool at their discretion.

B. New Float Pool Nurses. For nurses hired into the float pool after ratification of the 2019 Collective Bargaining Agreement, the following terms apply.

1. Wages

i. Pool RN I — Pool RN I's shall in addition to the base wage received for working in non-pool positions receive an additional \$5.00 per hour for working in the pool. The base wage increase shall not apply to this additional payment, but the additional

payment will in all other respects be treated as part of the base wage consistent with past practice.

ii. Pool RN II — Pool RN II's shall in addition to the base wage received for working in non-pool positions receive an additional \$6.00 per hour for working in the pool. The base wage increase shall not apply to this additional payment, but the additional payment will in all other respects be treated as part of the base wage consistent with past practice.

iii. Pool RN III – Pool RN III's shall in addition to the base wage received for working in non-pool positions receive an additional \$7.00 per hour for working in the pool. The base wage increase shall not apply to this additional payment, but the additional payment will in all other respects be treated as part of the base wage consistent with past practice.

iii.iv. Pool RN IV – Pool RN IV's shall in addition to the base wage received for working in non-pool positions receive an additional \$7.00 per hour for working in the pool. The base wage increase shall not apply to this additional payment, but the additional payment will in all other respects be treated as part of the base wage consistent with past practice.

2. Floating Assignments.

- i. Pool RN I — All departments within one of the following pools (M-C, M-S, or Tele).
- ii. Pool RN II — All departments within two of the following pools (M-C, MS, or Tele) OR within the Critical Care pool OR nurses in the M-C pool who are qualified for labor and delivery.
- iii. Pool RN III – All departments within the Critical Care pool and all departments in the M-S and Tele pools.

CLINICAL AREAS	UNITS
Med/Surg (M-S)	B3, B4, C3 (Adult), D4, D5, D6, Rehab
Telemetry (Tele)	A4, A6 Recovery, A7, C2, C4
Critical Care	A2, A3, A6 Recovery, ED, ICU/B2
Maternal/Child (M-C)	C3 Pediatrics, NICU, OB Couplets

iv. Pool RN IV – Nurses in the M-C pool who are qualified for labor and delivery and one (1) of the following specialty departments or clinical areas: Med/Surg (M-S) or Telemetry (Tele).

3. Weekends. Nurses shall work no more than one (1) out of every three (3) weekends.

4. Holidays. Nurses shall be required to work no more than one (1) summer and one (1) winter holiday. Holidays shall be assigned by seniority.

Hospital:

Union:

Tentative Agreement:

ARTICLE 36

LOW CENSUS

- A. When the Medical Center experiences a reduction in patient census needs that will result in a temporary reduction in staff for all or part of a shift below scheduled staffing, the Medical Center will assign low census to nurses working in an impacted department and shift in the following order:
1. Non-bargaining unit nurses who are being paid at time and a half or are at staffing incentive;
 2. Bargaining unit nurses who are being paid at time and a half or are on staffing incentive (with the exception of nurses who have already been recalled from LCOC on that shift), in reverse bargaining unit seniority order;
 3. Volunteers as provided in Section B(1) below;
 4. Non-bargaining unit nurses working at straight time in any order;
 5. Bargaining unit nurses working in an alt job;
 - 5-6. PRN As;
 - 6-7. Regularly scheduled full-time, part-time, and PRN C nurses on an involuntary basis as provided in Section B(2) below.
- B. A record will be maintained by each Department to ensure that voluntary and involuntary Low Census assignments are appropriately distributed within that Department. The following order of low census shall be used:

1. Voluntary Low Census:

- a. An initial list shall be prepared by each Department listing all fulltime, part-time, and all PRN A and C nurses working in the Department in bargaining unit seniority order (PRNs with no seniority will be placed at the bottom of the list).
- b. In departments predominantly using twelve-hour shifts, afternoon shifts are part of day shift. Volunteers shall be accepted when needed beginning with the most senior nurse.
- c. When a low census shift is awarded, the date shall be recorded, and that date will be used in lieu of the nurse's seniority date.
- d. New nurses who join the department shall be placed at the bottom of the voluntary low census date on the date they finish being precepted as part of unit orientation regardless of bargaining unit seniority.

- e. In the event that the last voluntary low census dates are tied, then bargaining unit seniority date shall be used to break ties.
- *f. Volunteer low census ~~planned to last two~~ and one-half (2 ½) hours or less prior to the end of their scheduled shift ("early out") shall not rotate a nurse on the list (e.g. low census at 17:00 or later for a shift that is scheduled to end at 19:30).

2. Involuntary Low Census:

- a. An initial list shall be prepared by each Department listing all full-time, part-time, and PRN C nurses working in the Department in bargaining unit seniority order.
 - b. In departments predominantly using 12-hour shifts, afternoon shifts are part of day shift.
 - c. Nurses shall be selected for involuntary low census when needed beginning with the least senior nurse working. Thereafter, shifts shall be awarded based on the last date a nurse was assigned an involuntary low census shift, with the nurse working who has not received an involuntary low census shift for the longest period of time being assigned a low census shift first.
 - d. When a low census shift is awarded, the date shall be recorded.
 - e. New full-time, part-time, and PRN C nurses who join the department shall be placed at the top of the involuntary low census list on the date they finish being precepted as part of unit orientation regardless of bargaining unit seniority.
 - f. In the event that the involuntary low census dates are tied then bargaining unit seniority date shall be used to break ties, with the least senior nurse being assigned the involuntary low census.
 - *g. Nurses who receive an involuntary low census as a result of being in overtime, paid at time-and-a-half, or being on an extra shift shall not rotate on this list as a result.
3. A nurse who is being precepted during their initial department orientation shall not be given low census. A nurse who is actively precepting shall not be given involuntary low census but shall be given voluntary low census if there is another nurse who can take on precepting duties during that shift.
4. In the event that the frequency of involuntary low census on a department increases significantly, then on request, the parties will hold a special conference to discuss options for addressing the situation.

5. Accrued PTO may be used at the employee's request for Low Census time assignments. Even if PTO is not used, benefit accruals will continue on the hours scheduled, but not worked.

6. Float pool nurses will be the first to receive a voluntary low census during the week. On weekends, float pool nurses will be considered after unit requests for voluntary low census. In the event of mandatory low census, nurses, including float pool nurses, will go by date of last mandatory low census.

e.C. Low Census Before the Start of Shift: When assigning a low census to a nurse before the start of their shift, the Medical Center may either: (1) assign a "low census" ("LC") to a nurse for their entire shift; or (2) place a nurse on "low census-on-call" ("LCOC"). A nurse placed on LCOC will receive on-call pay at ~~\$2.25 per hour~~ (\$4.75 per hour ~~if the nurse is eligible for specialty on-call pay~~) for the hours they remain on-call. The Medical Center may not utilize LCOC to alter the scheduled start of a nurse's shift.

A nurse placed on LCOC will be contacted by the Medical Center and given reasonable notice if they are needed to report to work. Nurses placed on LCOC will receive regular updates from the Medical Center as to their status following bed meetings. LCOC status shall be recorded on the daily staffing sheet maintained by the department/unit.

e.D. Callback from LCOC

1. Pay

- a. A nurse placed on involuntary LCOC and called to report to work will be paid time-and-a-half for the remainder of their shift.
 - b. A nurse on voluntary LCOC and called to report during, not at the commencement, of a four-hour block will be paid at time-and-a-half their base hourly rate of pay for the remainder of that four-hour block.
 - c. A nurse on voluntary LCOC and called to report at the commencement of a four-hour block, or upon the beginning of the next four-hour block if called in during a four-hour block, shall be paid straight time for the remainder of their shift, unless otherwise entitled to overtime or staffing incentive.
2. A nurse not placed "on-call" when assigned a "low census" will not be required to report to work and cannot be placed "on-call" at another time.
 3. For purposes of this Article, the applicable four-hour blocks are 0700-1100, 1100-1500, 1500-1900, 1900-2300, 2300-0300, 0300-0700.

D.E. Low Census After the Start of Shift:

When assigning a “low census” to a nurse after the start of their shift, the Medical Center may either: (1) assign a “low census” (“LC”) to a nurse for the remainder of their shift; or (2) place a nurse on “low census-on-call” (“LCOC”). A nurse placed on LCOC will receive ~~on-call pay at \$2.25 per hour (\$4.75 if eligible for specialty call pay)~~ for the hours they remain on-call and if called to return to work will be paid time-and-a-half for the remainder of their shift.

E.F. Voluntary and involuntary low census shall be recorded on the appropriate forms.

F.G. Order of LCOC Call Back. In a situation where a department/unit has placed multiple nurses on LCOC and determines it is necessary for nurses on LCOC to report to work, the following order of callback will be utilized:

- *1. Nurses placed on involuntary LCOC before the start of shift.** If there are multiple nurses that were placed on involuntary LCOC before the start of shift, callback will begin with the nurses with the most recent involuntary Low Census date. If there are multiple nurses with the same date, the nurse with greater bargaining unit seniority will be called back first.
- *2. Nurses placed on involuntary LCOC after the start of shift.** If there are multiple nurses that were placed on involuntary LCOC after the start of shift, callback will begin with the nurses with the most recent involuntary Low Census date. If there are multiple nurses with the same date, the nurse with the greater bargaining unit seniority will be called back first.
- *3. Nurses placed on voluntary LCOC ~~before~~ the start of shift.** If there are multiple nurses that were placed on voluntary LCOC, callback will begin with the nurses with the most recent voluntary Low Census date. If there are multiple nurses with the same date, the nurse with the least bargaining unit seniority will be called back first.
- *4. Nurses placed on voluntary LCOC after the start of shift.** If there are multiple nurses that were placed on voluntary LCOC, callback will begin with the nurses with the most recent voluntary Low Census date. If there are multiple nurses with the same date, the nurse with the least bargaining unit seniority will be called back first.

Hospital:

Union:

ARTICLE 37 - WAGES AND DIFFERENTIALS

A. Wages

1. Wage Grid

a. Classifications Placement on the Wage Grid

~~Effective the first full pay period begins after July 1, 2023, b~~ Bargaining unit nurses in the following job categories will ~~be placed~~ remain on the applicable place on the wage grid attached as Appendix A. ~~If a RN's current hourly rate exceeds the rate at the applicable place, they will remain at their current rate.~~

- U193 RN OR II
- U194 RN OR III
- U370 Utilization Review Specialist
- U445 Pool RN I B
- U446 Pool RN II B
- U454 Pool RN I A
- U455 Pool RN II A
- Pool RN III
- U482 Registered Nurse
- U492 RN Cardiac Rehab
- U988 PRN Health Care Educator

b. Credit for Past Experience

In determining placement on the wage grid, newly hired Registered Nurses will receive one year credit for each full year the nurse has worked as a Registered Nurse. ~~New hire Registered Nurses will be hired onto the wage grid at the minimum of the appropriate place utilizing the criteria above.~~

~~e. — Bargaining Unit Nurses in Other Job Classifications~~

~~Bargaining unit nurses in classifications not listed above shall receive an increase of 2.25% to the base wage effective the first pay period following July 1, 2023.~~

First Year Increase (2026): Effective the first full pay period following notice to the Medical Center of successful ratification (“Wage Effective Date”), the Year 1 Grid in Appendix A shall become effective. Effective on the Wage Effective Date, every bargaining unit nurse in a classification that was already on the wage grid prior to ratification will advance one step, up to the maximum step on the grid. For example, a Nurse who is currently on Step 8 will move to step 9 of the Year 1 Grid on the Wage Effective Date. Nurses who are currently on Step 20 will move to Step 22 on the Year 1 Grid and receive a one-time lump sum payment equal to 2% of their hours paid through payroll in the twenty-six (26) pay periods preceding the pay period prior to the Wage Effective Date, up to a maximum of 2,080 hours (Hours Paid x Base Rate x 0.02).

Bargaining unit nurses in classifications not on the wage grid shall receive an increase of five percent (5%) to their base wage effective on the Wage Effective Date. The minimum rate and the maximum rate will also increase by a minimum of five percent (5%).

Second Year Increase (2024 2027): Effective the first full pay period after ~~the first anniversary of the ratification of this Agreement~~ **March 1, 2027**, bargaining unit nurses on the wage grid will advance one step and move to the applicable place on the “Second Year 2024 Year 2 Grid” line on the wage grid. If a RN’s current hourly rate exceeds the rate at the applicable place, they will remain at their current rate. For example, a Nurse who is on Step 9 in the Year 1 Grid will move to step 10 of the Year 2 Grid. Nurses who are on Step 22 in the Year 1 Grid will move to Step 22 on the Year 2 Grid and receive a one-time lump sum payment equal to 2.3% of their hours paid through payroll in the twenty-six (26) pay periods preceding the pay period prior to the Wage Effective Date, up to a maximum of 2,080 hours (Hours Paid x Base Rate x 0.023). ~~Nurses not on the wage grid, and not at top of scale, shall receive a pay increase of 6.94%. Nurses not on the wage grid at the top of scale, shall receive a pay increase of five percent (5%).~~

Bargaining unit nurses in classifications not on the wage grid shall receive an increase of five percent (5%) to their base wage effective on the Wage Effective Date. The minimum rate and the maximum rate will also increase by a minimum of five percent (5%).

Third Year Increase (2025 2028): Effective the first full pay period after ~~the second anniversary of the ratification of this Agreement~~ **March 1, 2028**, bargaining unit nurses on the wage grid will advance one step and move to the applicable place on the “Year 3 Grid Third Year 2025” line on the wage grid. If a RN’s current hourly rate exceeds the rate at the applicable place, they will remain at their current rate. For example, a Nurse who is on Step 10 in the Year 2 Grid will move to step 11 of the Year 3 Grid. Nurses who are on Step 22 in the Year 2 Grid will move to Step 22 on the Year 3 Grid and receive a one-time lump sum payment equal to 2.37% of their hours paid through payroll in the twenty-six (26) pay periods preceding the pay period prior to the Wage Effective Date, up to a

maximum of 2,080 hours (Hours Paid x Base Rate x 0.0237). Nurses not on the wage grid, and not at top of scale, shall receive a pay increase of 6.59%. Nurses not on the wage grid at the top of scale, shall receive a pay increase of 4.65%.

Bargaining unit nurses in classifications not on the wage grid shall receive an increase of five percent (5%) to their base wage effective on the Wage Effective Date. The minimum rate and the maximum rate will also increase by a minimum of five percent (5%).

Other Terms Related to Wage Increases:

The parties understand that the Wage Effective Date is different from the implementation date of the wage increases. The increases will be effective on the Wage Effective Date, but may take longer to be programmed and implemented.

Any and all grievances challenging a RNs wage rate and/or wage increase must be filed within sixty (60) calendar days of the first pay date that includes the new wage rate. For RNs hired after the Wage Effective Date, or RNs on a leave of absence on the Wage Effective Date, any and all grievances challenging a RN's placement on the wage grid must be filed within sixty (60) calendar days of the first pay date that includes their new wage rate. The Hospital and the Union agree that any and all such grievances filed after the sixty (60) calendar day deadline are not arbitrable and will not be submitted to arbitration. An arbitrator shall not have jurisdiction to hear such grievances.

B. Retention Bonus

1. All regular full-time and part-time nurses and PRN Cs shall receive a five thousand dollar (\$5,000) retention bonus to be paid on March 24, 2023.
 - a. To receive the retention bonus, nurses must not have received a "Transition," or recruiting bonus, at the commencement of their employment with the Medical Center or Munson Healthcare between 2020 and the ratification of this Agreement.
 - b. PRN As may receive the retention bonus if they transition to a regular, full-time or part-time position within sixty (60) days of the ratification of this Agreement.
 - c. Nurses must remain employed by Munson Medical Center for twelve (12) months following receipt of the Retention Bonus. Nurses whose employment terminates prior to the completion of this period will reimburse Munson Medical Center a prorated amount.

C.B. Differentials for Hourly Paid Nurses

1. Amounts (effective the first full payroll period that begins after ratification):
 - a. Weekends: \$3.00/hour (shifts the majority of which fall from 11:00 p.m. Friday and 11:00 p.m. Sunday).

- b. Charge: \$1.25/hour.
- c. Afternoons: \$1.00/hour.
- d. Midnights: \$4.00/hour. The existing midnight bonus in operation at ratification also remains effective.
- e. Preceptor: \$3.00/hour differential.
- e.f. The Differentials in this Section do have the ability to pyramid.

D.C. SANE Nurses

- 1. In addition to their base rate of pay, nurses who are fully qualified and designated as SANE nurses shall receive an additional ~~threetwo~~ dollars (\$~~32~~) per hour to their base wage. The base wage increase shall not apply to this additional payment, but in all other respects it shall be treated as part of their base wage in the same manner as a nurse serving in the pool.
- 2. If a nurse seeks SANE certification, the Medical Center will count the required class time towards the nurse's FTE.
- 3. If a nurse is on-call in a SANE nurse role, those hours will be deducted from the on-call requirement of their home unit if applicable.

E.D. Endovascular, Eye, and Cardiovascular Specialty Teams Differential

In order to incentivize nurses to join and/or remain on the endovascular ("EV"), ~~and~~ cardiovascular ("CV"), or Eye surgical services specialty teams which requires nurses to acquire and maintain additional advanced skills, the parties agree to the following differential opportunities for nurses on these ~~two-three~~ specialty surgical teams who meet the criteria described below.

1. Applying to a Specialty Team

Nurses on the endovascular ("EV"), ~~and~~ cardiovascular ("CV"), or Eye specialty teams who have: (i) completed the entire general operating room orientation; (ii) applied and been accepted to one of these ~~threetwo~~ specialty teams; (iii) completed their specialty team orientation and been a member of their current team for a minimum of six (6) months; and (iv) remain a member of the specialty team (which includes taking call and assisting in general OR cases as needed) shall if they meet the additional criteria below be eligible for a differential (which shall be added to their base wage for purposes of vacation and holiday so long as they remain on their current team) as described below. Nurses who leave the team for any reason shall not retain the differential.

2. Completion of Specialty Orientation

In order to be eligible for a differential, team members ~~must~~^{must} complete orientation for their specialty team, which requires a minimum of six (6) months on the team. The Medical Center will continue to determine if the orientee is progressing sufficiently. After a minimum of six months, a nurse will complete orientation upon the Medical Center's reasonable determination that the nurse has met all of the following criteria:

- a. Completes and follows the service line orientation checklist;
- b. Demonstrates proficiency in elective and emergency cases;
- c. Seeks out feedback with the team to assess abilities and opportunities for improvement;
- d. Demonstrates basic understanding of surgeries, instruments, supplies, and surgeon preferences;
- e. Independently ready to take on-call shifts and meet the demands of the closed team;

Periodic reviews will occur during the orientation period, and the other existing requirements for completing orientation shall apply.

3. RN EV, Eye, and CV Level 2 Requirements.

Following the completion of orientation, nurses who the Medical Center reasonably determines have met the additional Level 2 criteria shall be eligible for a \$3.00 per hour differential when working on the EV, Eye, or CV team (including when assigned to a case in the general OR) in addition to their regular base rate of pay. The differential shall not be paid if a nurse leaves the team for any reason or during hours, when the nurse is working in positions outside of the OR for any reason. The additional criteria are as follows:

- a. Demonstrates knowledge of all (EV, ~~or~~ CV, or Eye) equipment, instrumentation, supplies and their location;
- b. Independently and thoroughly completes case cart prep, organizes equipment and needed supplies;
- c. Accurately and thoroughly completes the required OR document;
- d. Actively participates in precepting new staff and students;
- e. Works with the OR educator to assist with OR staff development tasks;
- f. Uses appropriate communication technique with all team members;
- g. Ability to problem solve and resolve conflicts;

- h. Responds appropriately when on-call;
- i. Meets the demands of the closed specialty team;
- j. Current with all educational and licensure requirements;
- k. Adheres to and enforces all OR policies and procedures;
- l. If enough hours to sit for the CNOR examination have been accrued, is actively pursuing and thereafter achieves CNOR certification by the third exam sitting and maintains CNOR certification thereafter;
- m. Minimum of 6 months on team.

4. RN Level 3 Requirements

Following the completion of orientation and after a minimum of three continuous years on their current specialty team, nurses who the Medical Center reasonably determines have fully meet all of the Level 2 criteria and additionally meet the following Level 3 criteria shall be eligible for a \$5.00 per hour differential when working on the EV, Eye, or CV team (including when assigned to a case in the general OR) in addition to their regular base rate of pay. The differential is in lieu of the Level 2 differential. The differential shall not be paid if a nurse leaves the team for any reason or during hours when the nurse is working in positions outside of the OR for any reason. The additional criteria are as follows:

- a. Maintains knowledge of all (EV, Eye, or CV) equipment, instrumentation, supplies and their location;
- b. Works with the assistant manager or team leader to identify and implement improvement in supplies, instrumentation and processes;
- c. Demonstrates ability to complete all new procedures;
- d. Updates resource maps;
- e. Shares new information from literature on surgical specialty;
- f. Collaborates with OR leadership to develop custom training plans for new staff;
- g. Actively mentors new staff and promotes their professional development;

Hospital:

Union:

Steps	Start	1	2	3	4	5	6	7	8	9	10	11	12	13
Current	\$34.10	\$35.34	\$35.74	\$36.40	\$36.99	\$37.58	\$37.99	\$38.48	\$38.95	\$39.47	\$39.96	\$40.55	\$41.16	\$41.77
Year 1	\$34.65	\$35.81	\$37.11	\$37.53	\$38.22	\$38.84	\$39.46	\$39.89	\$40.40	\$40.90	\$41.44	\$41.96	\$42.58	\$43.22
Year 2	\$35.69	\$36.38	\$37.60	\$38.96	\$39.40	\$40.13	\$40.78	\$41.43	\$41.88	\$42.42	\$42.94	\$43.52	\$44.06	\$44.71
Year 3	\$36.76	\$37.47	\$38.20	\$39.48	\$40.91	\$41.37	\$42.14	\$42.82	\$43.50	\$43.98	\$44.55	\$45.09	\$45.69	\$46.26

Steps	14	15	16	17	18	19	20	21	22
Current	\$42.40	\$43.04	\$43.97	\$44.92	\$45.90	\$46.90	\$50.01		
Year 1	\$43.86	\$44.52	\$45.19	\$46.17	\$47.17	\$48.20	\$49.25	\$50.38	\$51.51
Year 2	\$45.38	\$46.05	\$46.75	\$47.45	\$48.48	\$49.52	\$50.60	\$51.71	\$52.90
Year 3	\$46.94	\$47.65	\$48.35	\$49.08	\$49.82	\$50.90	\$52.00	\$53.13	\$54.29

ARTICLE 38

HEALTH INSURANCE

A. During the term of this Agreement, nurses covered by this Agreement shall remain eligible to participate in health insurance on the same terms, to the same extent, and at the same cost that the Medical Center offers such programs to all other Medical Center employees, including any future improvements and/or other changes to the cost, benefits, plan designs, providers, and administrators that the Medical Center makes for other employees provided it complies with the rest of this Article. This includes the right to discontinue an existing plan provided that "Gold" and "Silver" plans continue to be offered in a manner that complies with the rest of this Article.

~~B. For benefit year 2023-2024, the Medical Center will provide group health benefits in the form of an HMO or POS.~~

~~C.B.~~ Notwithstanding the language set forth above, during the term of the 202~~63~~-202~~96~~ Agreement:

1. The Medical Center agrees that it will maintain a Medical plan that continues to meet the requirements set for ACA "Gold" plans (eighty percent (80%) minimum actuarial costs paid) with respect to the portion of costs paid by the plan and will maintain a "Standard" plan (seventy percent (70%) actuarial costs paid) that meets the requirements of the ACA "Silver" plans. (Plan Gold and Silver status will be based on the CMS AV Calculator and adjusted for benefits not captured in the calculator, such as coinsurance max and DME, in a manner that is consistent with reasonable actuarial standards).
2. The Medical Center agrees that it will not increase the true out of pocket limit ("TROOP") paid for the plan year that began on July 1, 2018 (currently \$7,350 per person and \$14,700 per family) for the duration of this agreement (until ~~July 1, 2026~~[insert expiration date]).
3. The Medical Center agrees that it will continue to permit nurses to enroll spouses and other dependents in a manner consistent with the practices in effect for the ~~2026~~2019-20 plan year. This commitment shall not apply to or prevent the Medical Center from setting surcharges for those spouses and/or dependents who have other healthcare coverage available to them.

Hospital:

Union:

Tentative Agreement:

ARTICLE 42

OTHER BENEFITS AND PRACTICES

A. The Medical Center will provide parking to nurses without cost for the term of this Agreement.

~~B. Munson Medical Center will investigate becoming a participating employer in the MI Tri-Share program and provide a report to the Union.~~

C.B. Certain benefits and practices presently exist which are not spelled out in this Agreement, and it is understood that while the Medical Center may continue to offer them, their continuation without change for the period of this Agreement is not guaranteed. Such benefits and practices include but are not limited to matters such as vending machines, cafeteria services, and recognition awards. When the Medical Center decides to change any such benefit and/or practice, it may do so, but on request will discuss the effects of the change on nurses with the Union. It is understood that failure to reach agreement in such bargaining does not obligate the Medical Center to proceed to arbitration on the issues involved.

Hospital:

Union:

Tentative Agreement:

ARTICLE 43

PAID TIME OFF

Paid time off will be provided by the Medical Center as follows:

- G. Paid time off (PTO) is paid time made available to nurses by the Medical Center for short-term, non-work needs such as sickness, vacation and personal reasons.
- H. Nurses classified as regular full-time employees and part-time employees with a full time equivalent status of 0.5 or more who are normally scheduled to work twenty (20) or more hours a week shall begin accruing PTO hours on the first day of employment as provided below and accrued hours may be used beginning with the 31st day of employment.
- I. PTO time must be accrued before it may be used. PTO hours are used to pay for scheduled time missed due to personal reasons, vacation or illness. The maximum amount of PTO that may be used in a pay week is the greater of average hours worked over the preceding twelve (12) months or the nurse's scheduled hours, not to exceed forty (40) hours.
- J. Available PTO hours must be used to account for the difference between scheduled and worked hours in a nurse's primary job (but scheduled time in an alternative job may not be covered by PTO), including time missed during the first seven (7) consecutive calendar days of a long-term absence. Unpaid time off is not available until the PTO bank is exhausted. If PTO hours are unavailable or insufficient to cover the time missed, then the time missed will be unpaid. Nurses will have the choice of whether or not to use PTO for low census.
- K. The maximum amount of PTO that may be used in one week is the greater of average hours worked over the preceding twelve (12) months or scheduled hours, not to exceed forty (40) hours. Employees may pick up additional shifts that fall outside of the hours that they would have normally been scheduled in their primary jobs, for a grand total that exceeds forty (40) hours combined regular and PTO hours in one week, but PTO is limited to forty (40) hours.
- L. PTO Accruals for full and part time employees

Full Time and Part Time employees (0.5 FTE and above) accrue PTO hours based on total hours paid plus low census time according to the following schedule:

Length of Employment (Years)	Hours Paid to Earn One Hour of PTO	Maximum PTO Hours Earned per Year (Annual Max)	Maximum Accumulated PTO Hours
Hire thru 4	13.68	152	228
5 thru 9	10.83	192	288
10 thru 19	8.97	232	348

20+	7.64	272	408
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M. Rollover of PTO Hours

Nurses shall be allowed to rollover unused PTO hours each year consistent with the maximum accumulated PTO hours specified above.

N. Annual PTO Sell Back

From time to time, a cash out of PTO may be available to employees at the sole discretion of the Hospital. In the event, the Hospital determines that employees may cash out a portion of their accrued PTO, it will announce the maximum PTO cash out available and time frame during which an employee may elect to cash out PTO up to the maximum stated. However, in any instance of approved PTO cash out, employees must maintain a minimum of forty (40) hours in their PTO bank. PTO hours that a nurse sells bac, will be paid out at ninety percent (90%) of the nurse's current hourly rate multiplied by the number of hours sold.

~~In November, nurses may elect to sell back up to fifty-six (56) hours of PTO, provided the sale does not reduce a nurse's PTO balance below forty (40) hours. Hours that a nurse elects to sell back will be paid out in December. PTO hours that a nurse sells will be paid out at ninety percent (90%) of the nurse's current hourly rate multiplied by the number of hours sold.~~

O. PTO Falling during a holiday period

When a holiday falls during a nurse's PTO time off, the holiday will be paid as a holiday. The nurse will utilize sufficient additional hours of PTO time for the day or week to meet the nurse's FTE commitment to the Medical Center. For PTO time that is to be taken as vacation, the vacation scheduling provisions of this Agreement apply.

P. Illness during planned PTO time

Nurses who become ill during scheduled PTO time off will have the PTO paid as scheduled.

Q. Rate of pay during PTO time

PTO pay will be made at the nurse's regular straight-time rate in effect at the time the PTO is taken. It does not include shift differential or any other premium.

R. Donation of PTO time

The Medical Center's current PTO Leave Donation policy shall stay in effect. The Medical Center may make changes to the policy as required by law. If the Medical Center wishes to make other changes it will provide notice to the Union and the parties will bargain over the change.

S. Military leave payout.

Employees placed on Military Leave will be paid unused PTO at the point the leave exceeds six (6) months and otherwise as provided by law or this Agreement.

T. Payout of PTO at separation of employment

Nurses terminating employment or transferring to an employment status not entitled to accrue PTO (PRN A or B etc..) and who have one (1) or more full years of continuous employment at the Medical Center will be paid for unused accumulated PTO, provided they have provided adequate notice as provided in this Agreement. The Medical Center may withhold payment of unused accumulated PTO for nonvested tuition reimbursements or Medical Center assets that have not been returned. PTO will also not be paid out in the event a nurse is terminated for theft, dishonesty, or it is otherwise determined that the nurse has caused financial harm to Munson. Nurses may not use PTO days to extend their termination or retirement date. Nor will the payout of PTO trigger the payment of additional benefits. The last day actually worked is the separation date.

U. PRN C Low Census Time Off

Beginning January 1, 2027, PRN C Nurses shall ~~accrue have up to~~ twenty-four (24) hours of Low Census Time Off (LCTO) front loaded annually on January 1st into their LCTO balance at the corresponding PTO accrual rates to their length of employment. PRN C Nurses hired after January 1st will have a prorated amount of LCTO front loaded into their LCTO balance. The ~~accrued~~ LCTO may not rollover over at the end of the year. The use of LCTO for PRN Cs shall be for the purposes of covering for hours for which they are administered or accept a low census or are scheduled but unable to work due to illness. LCTO shall be paid out at the nurse's straight time hourly wage rate.

Hospital:

Union:

ARTICLE 46

STAFFING

- C. The Medical Center and Union have as their core values — safety and quality. The parties remain committed to staffing levels that provide high quality, relationship centered, and safe care to patients and do not over-burden nurses. The parties recognize that what staffing levels are in any department and what levels may be appropriate depend upon many factors that are not static, including the care needs of the patient, the acuity of the patient, and the number of other care providers involved in caring for the patient. The parties remain committed to providing nurses with a meaningful voice in ensuring appropriate staffing levels.
- D. The Medical Center will maintain staffing guidelines for department/units that provide direct patient care and make them available in a manner where they can be reviewed by the nurses on those departments/units. The parties recognize that staffing decisions involve many factors that staffing guidelines do not always capture, including increased or decreased patient acuity and needs. The parties further understand and agree that unanticipated leaves of absence, unscheduled absences, and terminations/resignations also affect staffing decisions.
- E. The Joint Staffing Committee: Within 30 days of the ratification date of this Agreement, a new Joint Staffing Committee will be formed to periodically discuss staffing concerns. The Staffing Committee shall operate as follows:
1. The Staffing Committee will be comprised of up to five (5) individuals selected by the Union (one of which may be the Union representative) and up to five (5) individuals selected by the Medical Center. The Union-selected individuals shall be employees each from a different department, except the Union representative. The Joint Staffing Committee shall consist of an equal number of representatives of the Hospital and the Union. The Union will be represented by its RN President or designee, and RN Grievance Chair or designee, MNA Staff Representative or designee, and the Union may bring up to three (3) other bargaining unit nurses appointed by the Union within the applicable service line(s) to be discussed at a particular meeting. The Medical Center will be represented by the Chief Nursing Officer and/or their designee and the Director of Labor Relations and/or their designee, and the Medical Center may bring up to three (3) other representatives of management within the applicable service line(s) to be discussed at a particular meeting.
 2. The Staffing Committee will meet every four (4) months, unless otherwise agreed to in writing by the Union and the Hospital, within six (6) months of ratification and then every six (6) months thereafter, within twenty-one (21) days of a request of either the Union or the Medical Center. Meetings shall last up to four (4) hours each.
 - 3.—

- ~~4. The Joint Staffing Committee is charged with proactively addressing staffing needs with the goal of discussing staffing concerns. In doing so the Committee may review current Hospital staffing practices and levels, staffing changes, and discuss methods to ensure that staffing at the Medical Center is at safe and appropriate levels. When requesting a meeting, the requesting party shall provide an agenda of the issues that it is seeking to discuss with reference to specific departments and/or units. The Medical Center will make reasonable efforts to schedule leaders with responsibility for the departments and/or units about which concerns have been raised in the agenda.~~
3. Each of the parties shall prepare a written agenda which shall be exchanged at least five (5) business days prior to a scheduled meeting. Meetings will be conducted at a mutually agreeable location or by using a mutually agreeable process (e.g. virtual platform).
- ~~5.4. Such meetings shall be exclusive of the Grievance Procedure and no grievance or unfair labor practice charge shall be considered nor shall negotiations for altering the terms of this Agreement be held at such meetings. Minutes of the meeting will be kept by both Parties.~~ The Staffing Committee will attempt to reach agreement on the staffing issues raised by the parties by mutual agreement of the Union and the Medical Center. If agreement is reached, it must be reduced to writing and signed by both parties before it is binding.
- ~~6.5. When issues related to staffing are not satisfactorily resolved, the Union may refer the dispute to non-binding mediation pursuant to the following procedures by providing written notice identifying the specific issues not resolved at the Committee meeting within fourteen (14) calendar days of the date of the Committee meeting, but only six (6) ~~four~~ times over the duration of this Agreement:~~
- ~~7.6. The Union and the Medical Center shall first attempt to reach mutual agreement on a mediator. If the parties cannot reach agreement within fourteen (14) days, the parties shall notify FMCS and request the assistance of an FMCS Commissioner in dispute resolution. When possible, the mediator should have experience addressing healthcare issues.~~
- ~~8.7. Mediation of any unresolved issues shall occur within forty-five (45) days of selection or appointment of a mediator unless extended by mutual agreement. Mediation shall not exceed one day absent mutual agreement.~~
- ~~9.8. The mediator shall assist the parties in reaching agreement regarding the unresolved issues but shall not serve in an adjudicatory capacity or have any authority to assist in resolving any dispute not identified in the submission or without the written agreement of both parties. The parties shall cooperate in good faith in the process.~~
- ~~10.9. The costs of mediation, if any, shall be divided equally between the Union and the Medical Center.~~
- ~~11.10. Mediation shall be the last and final step on staffing issues addressed by the Staffing Committee, even if not resolved. If agreement is reached, it must be reduced to writing and signed by both parties before it is binding. Any changes to the Staffing Guidelines~~

proposed by the Medical Center may be implemented following mediation even if unsuccessful.

~~12.11.~~ The adequacy of staffing shall not be the subject of other contractual remedies, including the grievance and arbitration processes of this Agreement. The Union may grieve a unit's repeated pattern of failure to comply with the Medical Center's staffing guidelines.

F. Changes to Staffing Guidelines

1. If the Medical Center desires to make substantive changes to existing staffing guidelines (not to include day to day or shift to shift changes), such changes will be presented to the Staffing Committee at least thirty (30) days in advance to provide input, absent a bona fide emergency requiring faster action. Any changes to staffing will be based on the following factors:

- a. Census, including unit capacity, number of patients on the unit and activities such as patient discharges, admissions, and transfers;
- b. Level of acuity;
- c. Special qualifications, competencies, and skill mix of nurses and support staff;
- d. Availability and requirements for specialized equipment and technology;
- e. Nationally recognized evidenced based standards and guidelines; and
- f. The effects of technology and processes.

~~2. The Parties agree that they will meet to discuss the Medical Center's Staffing Guidelines in each of the following areas within six (6) months of the ratification of this Agreement. A separate meeting, lasting up to four (4) hours, shall be held for each area:~~

- ~~• Critical Care~~
- ~~• Med/Surg~~
- ~~• Telemetry~~
- ~~• Surgical Services~~
- ~~• OB/NICU/ED.~~

G. Nurses are encouraged to report staffing issues to the Medical Center. On any particular shift if a nurse perceives a patient safety concern that they believe results from inadequate staffing, the nurse shall immediately report their concern to the charge nurse or PCC and where appropriate, their immediate supervisor/manager. If the problem is not resolved by

the charge nurse/PCC and the supervisor/manager agrees that a valid concern remains, the manager/supervisor will utilize appropriate available resources at the Medical Center (such as raising issues at bed meeting, float team, floating, system staffing, seeking volunteers, staffing incentive, and ~~agency-non-bargaining unit~~ nurses who have the necessary training) that are available to the manager/supervisor to address the concern and ensure appropriate staffing, recognizing the competing interests of other patients and departments/units. In any event, the nurse shall continue to provide care as assigned.

- H. The manager on request will advise the nurse raising the concern the reasons for their decision. The Union may request a special conference.
- I. The Medical Center recognizes that nurses who raise concerns regarding staffing are advocating for themselves and patients and should not suffer an adverse employment action as a result.

Hospital:

Union:

ARTICLE 48 - NURSE PRACTITIONERS

- A. Recognizing the unique working conditions of Nurse Practitioners (NPs) who are members of the bargaining unit, the Work Scheduling, Scheduled PTO, Holiday Scheduling, and Paid Time Off Articles of this Agreement shall not apply to NPs, but rather the provisions of this Article shall apply.
- B. Paid Time Off. NP PTO will be governed by the applicable Provider PTO Policy and Procedure (currently 11458480), subject to the following modifications:
1. PTO is used to reduce the number of hours worked in a week below the NP's normal scheduled shifts. Requests to not be scheduled on a specific day or days will not require the use of PTO, provided the NP is still able to work their regularly scheduled hours in that week.
- C. Trauma/Acute Care Surgery (TACS) NPs:
1. General Scheduling
 - a. TACS NPs are scheduled in three-month increments, with scheduling periods covering (1) January through March; (2) April through June; (3) July through September; and (4) October through December.
 - b. Each schedule will open for schedule requests, including PTO, as below:
 - i. Schedule Period 1: September 1st – September 15th
 - ii. Schedule Period 2: January 1st – January 15th
 - iii. Schedule Period 3: April 1st – April 15th
 - iv. Schedule Period 4: July 1st – July 15th
 - c. After PTO requests and shift requests have been submitted, the scheduler shall balance the schedule by discussing unit needs with NPs directly.
 - b.d. Final schedules for each schedule period shall be posted no later than the following dates:
 - i. Schedule Period 1: December 1
 - ii. Schedule Period 2: March 1
 - iii. Schedule Period 3: ~~April 1~~ June 1

iv. Schedule Period 4: September 1

e.e. NPs shall generally not be required to work more than one (1) out of every three (3) weekends. The parties recognize that changes to staffing levels such as leaves of absence or vacancies may require NPs to temporarily work additional weekends, but in no event will NPs be required to work more than one (1) out of every two (2) weekends.

- i. For day shift, weekends are considered Saturday and Sunday.
- ii. For night shift, weekends are considered Friday night and Saturday night.

2. Holiday Scheduling

a. NPs shall not be required to work more than three (3) holidays per calendar year.

b. Summer Holidays:

i. For Memorial Day and Labor Day, on day shift, a NP shall be scheduled to work the entire holiday weekend (Saturday, Sunday, Monday).

ii. For Memorial Day and Labor Day, on night shift, a NP shall be scheduled to work Sunday night and Monday night.

iii. On 4th of July, on day shift:

(1) If the holiday falls on a Friday, the NP will work the weekend following the holiday only if it is their scheduled weekend to work.

(2) If the holiday falls on a Saturday or Sunday, the NP will work Saturday and Sunday.

iv. On 4th of July, on night shift, the NP will work the night of July 3rd and 4th.

v. If a NP is scheduled to work a summer holiday that coincides with a weekend, that weekend will count towards the NP's weekend scheduling requirement.

c. Winter Holidays

i. Day Shift

(1) When a NP works Thanksgiving, they shall be scheduled to work the Thursday and Friday of Thanksgiving week.

- (2) When a NP works Christmas, they shall be scheduled to work December 24 through 25.
- (3) When a NP works New Year's, they shall be scheduled to work December 31 and January 1.

ii. Night Shift

- (1) When a NP works Thanksgiving, they shall be scheduled to work Wednesday and Thursday nights.
- (2) When a NP works Christmas, they shall be scheduled to work December 24 and 25 nights.
- (3) When a NP works New Years, they shall be scheduled to work December 31 and January 1 nights.

3. Shifts

- a. TACS NPs are scheduled for three (3) twelve-hour shifts per week beginning at 6:45 a.m. or 6:45 p.m. TACS NPs may also be required to work no more than three (3) additional rounding shifts, including on the weekends, per schedule block. These additional shifts will be no more than six (6) hours. They shall not be prescheduled for longer than a twelve-hour shift.
- b. TACS NPs shall be scheduled for no more than four (4) night shifts per scheduling period unless mutually agreed between the Medical Center and the NP. They shall not be required to work three (3) or more consecutive night shifts. This section does not apply to TACS NPs hired on the night shift.
- c. TACS NPs will not be scheduled for any shift starting fewer than eight (8) hours after the end of their last shift.
- d. TACS NPs will not be required to work for more than four hours past the end of their scheduled shift absent mutual agreement. If being held past the end of their scheduled shift would result in the employee's next shift beginning fewer than eight (8) hours after the new end of the current shift, the Medical Center will not require the NP to stay after their shift or will delay the start of the next shift to allow at least eight (8) hours of rest time between shifts.
- e. If the Medical Center wishes to make changes to the regularly scheduled shift start times or shift lengths for TACS NPs, it must provide written notice to the affected employees and to the Association not later than one month prior to the scheduling request period for the schedule in which the changes are intended to take place. The notice will include the changes to the scheduled shift start times and/or shift lengths. Upon request by the Association, the Medical Center will bargain in good faith over the effects of any proposed changes.

- f. If the Association reasonably believes that the Medical Center is abusing or changing scheduling practices for TACS NPs, it may provide written notice to the Medical Center of its request to bargain over the alleged changes or abuses. The Medical Center will promptly meet and bargain in good faith with the Association upon such request.

D. Neonatal Nurse Practitioners (NNPs)

1. Scheduling

- a. Beginning with the schedule period that opens on July 19, 2026, NNPs will transition to a six-week work schedule.
- b. ~~The regular schedule of a full-time NNP shall be 80 hours per two-week period, scheduled as three (3) twenty-four hour shifts and one (1) eight hour shift.~~
- b. Scheduling for NNPs will be done in 24-hour shifts (e.g., a 0.9 FTE NNP will work three (3) 24-hour shifts per pay period, and a 0.6 FTE NNP will work two (2) 24-hour shifts per pay period.) In the event a NNP's FTE is not divisible into 24-hour shifts, they will occasionally work an additional 24-hour shift to make up for any difference. For example, a 1.0 FTE NNP may be regularly scheduled for three (3) 24-hour shifts per pay period with an additional 24-hour shift every third pay period to achieve their full FTE.
- c. NNPs shall be scheduled for weekend shifts on the following rotation: 1) Saturday only; 2) weekend off; 3) Friday and Sunday; 4) weekend off; 5) weekend off.

E. Compensation

- 1. Wages. Nurse Practitioners shall receive the same wage increases, at the same time, and on the same terms, as the remainder of the bargaining unit.
- 2. Differentials
 - a. Weekend/Holiday Differential: Hourly rate plus \$25 per four (4) hour block.
 - b. Midnight Differential (TACS only): ~~\$4,002.00~~ per hour.
- 3. Alt Rate for Additional Shifts: Hourly rate plus \$5.00 per hour.
- 4. Annual Quality Incentive: Nurse Practitioners and Neonatal Nurse Practitioners may be eligible for an Annual Quality Incentive. If applicable, the details, including the amounts, requirements, and established metrics, of the Annual Quality Incentive will be communicated to the Nurse Practitioners and Neonatal Nurse Practitioners in writing.

Tentative Agreement:

Article 49

SURGICAL SERVICES

A. Paid Time Off and Work Scheduling for Surgical Services

1. The Operating Room, PACU, A6 Recovery, A6/Cath Lab/EP, MPR, and Interventional Radiology have unusual and specific needs. These units shall continue to use their existing shift scheduling processes and PTO processes specific to the department/unit, which include the requirements below. If the Medical Center wishes to change those processes, it will provide notice at least one full scheduling period (six weeks) in advance and bargain the decision and effects during that six-week period. This will not prevent the Medical Center from using electronic scheduling (currently Kronos).

B. Paid Time Off

1. Operating Room

- a. ~~Annual Seniority Based Requests: Vacation requests for the year (January 1– December 31) are submitted in October of the previous year. A vacation calendar will be passed around by seniority. One week of vacation time may be requested during each “round” of the calendar. Staff will be notified in advance of this process and will have 24 hours to choose a week, or the calendar will be passed to the next less senior employee. The calendar will not leave the department.~~ Annual Seniority Based Requests: Initial vacation requests for the year (January 1 – December 31) are submitted in November of the previous year. A vacation calendar will be passed around by bargaining unit seniority in two (2) rounds. One week of vacation time may be requested during each round of the calendar. Staff will be notified in advance of this process and will have 24 hours to choose a week. Nurses who are unavailable for those 24 hours, may email in advance their top four week preferences to the scheduler to be considered as a part of the PTO request process. Then the calendar will be passed to the next most senior employee. The calendar will not leave the department.
- i. Cadre and midnight shift’s vacation time is independent from the rest of the staff but will be part of the “Vacation Book”.
- b. ~~Additional Vacation Requests: Additional vacation day requests need to be made in writing submitted five (5) weeks prior to when the schedule the request affects begins.~~ Additional Vacation Requests: If a nurse wishes to request off time not requested during the process described above in Section (a), nurses will follow the procedures set forth in Section A(3) and A(4) of Article 32 – Scheduled PTO to submit such requests. The Medical Center shall follow the timeframes outlined in those Sections of Article 32 for communicating the approval or denial of PTO requests. All restrictions and limitations on the approval or denial of

PTO requests described below in Article 49 Sections (c) through (f) shall apply to requests made pursuant to this section and section (a), above.

- i. Consideration will be given to employee requests for extended time off during non-prime time, as long as core staffing needs are met and the employee has benefited time to take.
 - ii. Requests for a full week of PTO will be prioritized over single day vacation requests. PTO requests will be treated with greater priority than rest days.
- c. Limits: A minimum of three (3) RNs will be allowed off on any given week. Only one RN from the midnight staff will be allowed off at one time. Only one RN will be allowed off at one time for the cadre shift. Cadre and midnight personnel can only ask for two vacations during Prime Time. Prime Time includes:
- i. The period of time including and between Memorial Day weekend and Labor Day weekend;
 - ii. TCAPS Spring Break;
 - iii. Deer hunting season;
 - iv. Thanksgiving week;
 - v. Christmas week - time before and including Christmas;
 - vi. New Year's week - time between Christmas and New Year's Day.
- Spring break, deer hunting season, Thanksgiving week, Christmas week, the week between Christmas and New Years - staff cannot ask for these same weeks two years in a row during the first "round" of the vacation calendar. Days off surrounding holidays will be tracked and fairly rotated, i.e. July 3rd, Friday after Thanksgiving. A list of personnel given the day off will be maintained until the following holiday to maintain fairness.
- d. Week-long conferences will be weighed with vacation requests. Exceptions to this rule will be AORN and AST National Conferences. Two "slots" will be allotted during these conference weeks for attendees. If personnel do not sign up to attend these conferences 8 weeks prior to scheduled time, the time will become available to all staff.
 - e. Specialty team coverage should be considered when requesting vacations. It is the expectation of the team to coordinate vacation requests. Conflicts will be resolved by seniority.

- f. Vacation/time off requests for the weekend cadre and midnight staff are covered by in house staff.
 - i. Time will be posted seeking volunteers. If there are insufficient volunteers, open shifts will be assigned by low seniority and as a separate rotation.
 - ii. Call coverage will be unchanged.

2. PACU

- a. ~~The following processes are the PTO processes as currently apply to PACU. PACU has already approved PTO through the end of 2023. Between the date of ratification of this Agreement and May 29, 2023, the parties will meet to explore changes to the PACU PTO process and whether the processes of Article 32 can be applied to the PACU. Any agreed upon changes will be implemented no later than the start of 2024.~~

a. Annual Seniority Based Requests:

- i. Initial vacation requests for the year (February 1 – January 31) are submitted in September and October of the previous year. A vacation calendar will be circulated by bargaining unit seniority in one (1) round typically beginning the first Monday in September after Labor Day. Staff will be notified in advance of this process and will have 24 hours to submit a request. Nurses who are unavailable for those 24 hours, may email in advance their top four week preferences to the scheduler or manager to be considered as a part of the PTO request process. ~~Then~~ or the calendar will be passed to the next most senior employee. During this process, an employee may only request PTO for full weeks, and may request up to two (2) consecutive weeks. During this process, an employee may only request PTO for full weeks (Monday – Sunday). Employees may not submit requests for non-consecutive weeks.

- b. ~~Annual Seniority Based Requests: Vacation requests for the year (January 1– December 31) are submitted in October of the previous year. A vacation calendar will be passed around by seniority. One week of vacation time may be requested during each “round” of the calendar. Staff will be notified in advance of this process and will have 24 hours to choose a week, or the calendar will be passed to the next less senior employee. The calendar will not leave the department.~~

- i. Weekend Baylor and midnight shift’s vacation time is independent from the rest of the staff but will be part of the “Vacation Book” and are allowed one person off per week.
- ii. Vacation/time off requests for the weekend Bayers and midnight staff are covered by in house staff. Time will be posted seeking volunteers. If there

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6/2/26

are insufficient volunteers, open shifts will be assigned by low seniority and as a separate rotation. Call coverage will be unchanged.

C. Additional Vacation Requests:

- i. If a nurse wishes to request time off not requested during the process described above in Section (a), nurses will follow the procedures set forth in Section A(3) and A(4) of Article 32 – Scheduled PTO to submit such requests.
- ii. The Medical Center shall follow the timeframes outlined in those Sections of Article 32 for communicating the approval or denial of PTO requests.
- iii. All restrictions and limitations on the approval or denial of PTO requests described below in Article 49 Section 2(c) through (f) shall apply to requests made pursuant to this section and Section (a), above.
- iv. Requests for a full week of PTO will be prioritized over single day vacation requests.

D. Limits: A maximum of three (3) RNs will be allowed off on any given week.

E. The following weeks are considered “prime time” PTO weeks. These weeks may not be granted to an employee who was granted the same week through this process in the previous year if there is a competing request for that week, even if the competing request is from a less senior employee:

- a. TCAPS Spring Break
- b. The week containing the 4th of July
- c. The week containing Thanksgiving
- d. The week containing Christmas Day
- e. The week containing New Year’s Day

†

~~Additional Vacation Requests: Additional vacation day requests need to be made in writing and submitted when team grids are due and will be considered and granted if staffing allows.~~

~~iii. Requests for a full week of PTO will be prioritized over single day vacation requests.~~

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Limits: A maximum of three (3) RNs will be allowed off on any given week. Prime Time includes:

- ~~ii.~~ The period of time including and between Memorial Day weekend and Labor Day weekend;
- ~~iii.~~ TCAPS Spring Break;
- ~~iv.~~ Deer hunting season;
- ~~v.~~ Thanksgiving week;
- ~~vi.~~ Christmas week – time before and including Christmas;
- ~~vii.~~ New Year's week – time between Christmas and New Year's Day.

Spring break, deer hunting season, Thanksgiving week, Christmas week, the week between Christmas and New Years – staff cannot ask for these same weeks two years in a row during the first “round” of the vacation calendar.

Vacation/time off requests for the weekend Baylor's and midnight staff are covered by in-house staff.

- ~~viii.~~ Time will be posted seeking volunteers. If there are insufficient volunteers, open shifts will be assigned by low seniority and as a separate rotation

Call coverage will be unchanged.

F. H1 and H2:

- i. Each nurse shall be able to select a day before or after a holiday as a first-choice day off and a second day before or after a holiday as a second choice day off.
- ii. These requests will be referred to, respectively, as H1 and H2. Nurses will be able to select an H1 and H2 day for the summer holidays and an H1 and H2 day for the winter holidays.
- iii. H1 and H2 days are not PTO requests, but rather days on which a nurse is requesting not to be scheduled, however the requesting of PTO on a date before or after a holiday shall be treated as the nurse's H1 day or H2 day, as appropriate.
- iv. H1 days shall be treated with greater priority than H2 days, however PTO requests shall have greater priority than either H1 or H2 days.

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6/2/2022

E.G. No PTO request shall be unreasonably denied

2. MPR

a. Prime Time PTO Requests:

i. Vacations are chosen each year for "prime time" in February. Vacations are chosen in order of bargaining unit seniority starting with the employee with the greatest bargaining unit seniority. Starting at the top of the list, each employee chooses a week of vacation during MRP "prime time" continuously rotating through the list until there are two people requesting vacation on each "prime time week." The first employee choosing a week during "prime time" is guaranteed that vacation time. The Medical Center will make all reasonable efforts to ensure the second employee choosing a week during "prime time" is granted that vacation time. MPR "prime time" is defined as:

- a. TCAPS Spring break week;
- b. The week including June 1st through Labor Day weekend;
- c. The week of Thanksgiving;
- d. The week in which Christmas falls.

b. Additional Vacation Requests: Employees may request days off as needed in the employee scheduling request book. These requests are granted in order by date of request. These days are granted after vacation week requests have been granted and if staffing allows for the request.

c. Redline days

- i. Redline days are defined as the workday immediately preceding or immediately following a holiday.
- ii. Employees interested in requesting these days off place their name on that day in the scheduling book and a random lotto draw is done prior to the schedule being completed.
- iii. Those employees who are on vacation during the "redline" weeks automatically go to the top of the list as having off.
- iv. Additional employees are scheduled off depending on staffing needs for each "redline" day in order of the lotto draw.

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6/2/2016

3. IR

a. ~~Seniority Based Requests: Seniority based PTO requests shall be made three times a year:~~

~~○ January – April PTO requests are due by December 17;~~

~~○ May – August PTO requests are due by March 1;~~

i. September – December PTO requests are due by July 1 for 2026, then will transition to the following: Beginning with the October 2026 – January 2027 PTO period ending July 1st, IR shall transition to seniority based PTO requests in accordance with Article 32 – Scheduled PTO of this Agreement. - Any Seniority based PTO requests that have been awarded previous to the ratification of this agreement shall be honored per Article 32 – Late Scheduled PTO Requests.

○

b. Additional Vacation Requests: Additional vacation day requests will be considered and granted on a first-in basis per Article 32 Section A(4) – Late Scheduled PTO Requests.

c. Limits: The first employee choosing a week is guaranteed that vacation time. The Medical Center will make all reasonable efforts to ensure the second employee choosing the same week is granted that vacation time. A nurse can only take PTO for one holiday week a year. A nurse may request the same holiday week two years in a row, but preference for the week shall be given to a nurse who did not take the same week the year prior if there are multiple requests for the same week in a calendar year and the same holiday weeks cannot be selected in back-to-back years. Holidays weeks are:

- i. New Year's Week
- ii. TCAPS Spring Break
- iii. Cherry Festival
- iv. Thanksgiving week
- v. Christmas week

4. A6/Cath Lab/EP/Recovery

a. Prime Time PTO Requests: The vacation calendar rotation to choose prime weeks and summer weeks (Memorial Day through the Saturday after Labor Day) will start January 1 and be completed by March 31. The rotation shall begin with the employee with the greatest bargaining unit seniority (non bargaining unit

employees (Techs) who work interchangeably with RNs and do not have a bargaining unit seniority date, shall be included in this rotation on the basis of system seniority date) and be passed to employees in order of bargaining unit seniority as defined in this section. Employees shall be limited to one week of PTO per rotation and a maximum of two rotations.

b. Employees will have two scheduled shifts to make their selections. If an employee does not choose within that time, the calendar will be passed to the next employee in line and then be returned to the skipped employee after that next employee makes their selection.

a.c. Two (2) staff members (RN's and Techs), not only RN's, from Cath Lab; one (1) staff member (RN's and Techs) from EP; and one (1) RN from Recovery may take PTO on any given day. The same prime time/summer weeks cannot be requested as any employee's first request in consecutive years. "Prime" vacation weeks include:

i. The week of Thanksgiving;

ii. Christmas through New Year's Day;

iii. TCAPS Spring Break;

iii-a. The week of spring break must be requested in writing by November 30 of the preceding year. This counts as a prime week choice and will be awarded based on bargaining unit seniority if requested by multiple employees.

iv. The week of 4th of July; and

v. Opening week of hunting season.

~~The week of spring break must be requested in writing by November 30 of the preceding year. This counts as a prime week choice and will be awarded based on bargaining unit seniority if requested by multiple employees.~~

b.d. Additional Vacation Requests: If a nurse wishes to request Non-prime/non-summer weeks will be approved on a first-come, first-served basis., nurses will follow the procedures set forth in Section A(4) of Article 32 – Scheduled PTO to submit such requests.

E.F. Scheduling

1. Operating Room

a. The OR will post a six (6) week work schedule four (4) weeks prior to the start date of that schedule. Each schedule will open for staff input eight (8) weeks prior to the first day of the schedule. In the first two weeks, staff will be able to

self-schedule their preference in shifts, indicate requested days off/unavailable, and make late scheduled PTO requests.

- b. In order to adequately cover employee vacations and other requested time off, all employees will be expected to rotate to any shift. If the employee is scheduled for an "off shift" and calls in for a sick/personal day, the shift will be reassigned on the next schedule/or when needed on a future schedule.
- c. Daily schedule trades between employees must provide adequate specialty coverage and comply with the time off request guidelines. Schedule changes must be approved.
- d. No less than 10 hours will elapse between shifts before reporting back to duty for scheduled shifts, unless agreed upon in advance by the employee. This rule does not apply to trades initiated by the employee or call situations.
- e. Any 8/10/12 hour shift commencing prior to 10:45 a.m. is considered "days"; any 8/10/12 hour shift commencing after 10:45 a.m. is considered "afternoons".
- f. Staff who work less than 40 hours per week will have their rest days rotated based upon core staffing needs and team specialty needs. Rest days will be scheduled before and after vacation request days, AH, BH, as long as core staffing needs are met. Exceptions to rotation of rest days will be management approved (i.e., days off for education purposes).
- g. When staff members want to alter their schedule after the schedule is posted, they must complete a "Schedule Change Form" with the signatures of all parties involved in the change and submit to a clinical coordinator for specialty coverage approval.

2. PACU

- a. ~~The following processes are the work scheduling processes as currently apply to PACU. Between the date of ratification of this Agreement and May 29, 2023, the parties will meet to explore changes to the PACU scheduling process and whether the processes of Article 31 can be applied to the PACU. Any agreed upon changes will be implemented no later than the start of 2024.~~
- b. ~~PACU schedules by teams.~~
 - i. ~~PACU schedules are four (4) weeks.~~
 - ii. ~~Night/weekend on-call shifts needs/assignments are determined and placed with the scheduling grids prior to releasing grids to scheduling teams.~~
 - iii. ~~Known FMLA, PTO, and other excused absences will be placed on the scheduling grid prior to releasing grids to scheduling teams.~~

~~iv. In weeks with holidays, holiday rotation assignments will also be placed on the scheduling grid prior to releasing grids to scheduling teams.~~

c. ~~Unavailable Days~~

~~i. Each staff member shall have two (2) "Red" unavailable days per four-week schedule and two (2) "Black" unavailable days per four-week schedule.~~

~~ii. All requests for unavailable days are granted based on staffing needs. "Red" unavailable days shall receive priority over "black" unavailable day.~~

a. PACU shall schedule according to Article 31 Work Scheduling.

3. MPR

a. MPR staffing includes ten (10) benefitted MPR staff plus clinical coordinator and PRN employees needed to cover specialty procedure days, vacations, medical leave, and sick call-ins.

i. Early and late shifts will be equally distributed among 8-hour employees working in the MPR.

b. ~~All MPR positions are considered 8-hour day positions.~~ Employees are scheduled to their FTE. Flex positions may any combination of shifts work to at least 30 hours but not more than forty (40) hours.

c. On weeks containing a holiday, each positioned employee receives an extra day off.

d. Positioned employees less than 40 hours per week can choose to work their positioned hours in addition to the holiday (e.g. a 24 hour positioned employee may still work three days and collect their holiday pay).

e. Those employees who do not receive eight (8) hours of holiday pay will receive HR time for the rest of the time equal to 8 hours or the employee may request to use vacation time to cover the remainder of the holiday pay to 8 hours.

4. IR

a. ~~Work~~General scheduling of shifts: Managers have the responsibility for a work and time off schedule that will allow maximum notification to all employees of their scheduled hours and time off. At least ten (10) business days advance notice shall be given. Beginning with the schedule period that opens on July 19, 2026.

IR will transition to a six-week work schedule per Article 31 – Work Scheduling, except that the following language in Article 31 shall not apply: “During the first and second weeks, nurses will indicate their preferred unavailable days to work for each week.”

5. A6/Cath Lab/EP

a. General Scheduling Process: Managers have the responsibility for a work and time off schedule that will allow maximum notification to all employees of their scheduled hours and time off. At least ten (10) business days advance notice shall be given. The Medical Center will continue to schedule in 6 weeks schedules as they are currently doing.

a-b. The Schedule will be posted no later than fourteen (14) days before it starts.

Late Days

c. Late Days are defined as a predetermined shift in which the nurse is assigned to stay beyond the end of their regularly scheduled shift.

d. Nurses shall be paid at a rate of time and one half when working a late day shift beginning at 1730 through the remainder of their shift.

e. If a lab is still going at 1730, and the nurse is working and it is not their late day shift, they shall continue to work until relieved and shall be paid at a rate of time and one half until they clock out.

6. A6 Recovery

a. The Medical Center will continue to schedule in 6 week schedules as they are currently doing. Nurses will indicate their preferred days off (unavailable days) during the scheduled request period.

b. Although requests to be off are not guaranteed, the Medical Center will honor these requests in good faith during balancing where practical and consistent with patient care and department/unit needs.

c. If there are more requests off than needs, nurses shall be moved off their unavailable date on the basis of reverse bargaining unit seniority.

d. The Schedule will be posted no later than fourteen (14) days before it starts.

ARTICLE 52 - TRANSPORT PAY

RNs assigned to patient transport outside of the Traverse City area, regardless of the amount of notice given, will be paid at one-and-one-half (1 ½) times their base hourly rate. Neonatal Nurse Practitioners will receive a \$~~200~~⁴⁰⁰ payment per transport.

Hospital:

Union:

Tentative Agreement:

ARTICLE 53

PAYMENT FOR CERTIFICATIONS AND CONFERENCE ATTENDANCE

- A. Munson will continue to reimburse nurses for the cost of one certification examination (including fees associated with later recertification) and will reimburse nurses for the cost of certifications if they are required. Acceptable certifications are those that Munson requires, or for those certifications that are not required, those recognized by applicable professional organizations and approved in writing by the nurse's manager and director in advance based on their reasonable assessment of certifications that are appropriate for each unit and/or department. The Medical Center will maintain and may periodically update a list of currently approved certifications for each unit. With advanced written approval of the nurse's manager and director or when requested by the Medical Center, a second certification also may be approved for payment. Payment for an approved certification will be made upon submission of documentation of the cost of the examination and the attainment of the certification. Licenses and registrations are not reimbursable. Payments for certifications are not part of and do not count toward the annual maximum for tuition reimbursement. Additional certifications may be added at the discretion of the Medical Center.

- B. With a nurse's manager and director's advanced written approval, nurses pursuing certifications that assess an employee's knowledge in a particular specialty field may request to have the certification exam fee prepaid. If the nurse fails to pass the exam, repayment of the certification exam fee will be deducted through payroll, per a written agreement signed and authorized prior to taking the exam.

- C. The Medical Center will not reduce its annual budget for conference attendance for nurses during the term of this Agreement. Approval of individual conference requests will continue to be made by the professional governance committee assigned to review such requests. The Medical Center will allocate up to two thousand dollars (\$2,000.00) for Nurses approved to attend a national conference. MMC will allocate up to five hundred dollars (\$500.00) for Nurses approved to attend an in-state conference. This Section supersedes and replaces the previous Side Letter Re: Conference Attendance.

Hospital:

Union:

Tentative Agreement:

ARTICLE 56

TERMINATION

This Agreement shall become effective ~~at Midnight March 11, 2023~~ on the date of ratification [insert date] and remain in effect through 11:59 p.m. on March 10, ~~2029~~2026. It shall be automatically renewed thereafter from year to year for additional one (1) year periods unless either party notifies the other in writing by certified mail at least ninety (90) days prior to the expiration date that it desires to modify, amend, or terminate this Agreement.

Hospital:

Union:

Nathan Greenhoe
6/4/2026


Tentative Agreement:

Required Education

- A. Required education is defined as any mandatory education assigned by the Medical Center.
- B. The Medical Center shall provide a dedicated workstation with any necessary equipment for completion of required education. If a dedicated workstation cannot be provided, the Nurse may complete required education remotely. Employees working remotely or who have been granted approval to complete online education remotely must follow all Information Technology (IT) security guidelines for remote access.
- C. Time spent in attendance of required education or completing online required education is treated as hours worked. Nurses shall be paid at their regular hourly rate plus any applicable differentials, but not including any other premiums or staffing incentives for time needed to complete required education. Time for required education will be subject to overtime pay.
- D. Nurses may stay on campus during “early out” to complete required education, as defined in Article 36(B)(1)(f).
- E. A night shift nurse shall not be balanced to the shift preceding in person required education, for example ACLS, as long as the Nurse notifies the Manager or Scheduler in writing prior to the fifth week of the General Scheduling Process.

Hospital:

Union:


6/2/2022
