

Collective Bargaining Agreement  
Between  
Munson Medical Center  
And  
Michigan Nurses Association  
March 11, 2023 — March 10, 2026

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## **AGREEMENT**

This Agreement is made and entered into between the Michigan Nurses Association (the “Association” or the “Union”) and Munson Medical Center (the “Medical Center”). This Agreement will be referenced as the 2023-2026 Agreement.

### **ARTICLE 1 - RECOGNITION**

In accordance with the certification of the National Labor Relations Board and subsequent election agreements of the parties, Munson Medical Center recognizes the Michigan Nurses Association as the sole and exclusive bargaining representative for the following unit:

All full-time, regular part-time, and PRN Registered Nurses (as defined in this agreement), including but not limited to Charge Nurses, Sepsis Clinical Coordinators, Stroke Program Clinical Coordinators, Clinical Documentation Specialist RNs, CNS Fellows, Childbirth Education Coordinators, Clinical Documentation Coordinator RNs, Heart Failure Clinic Coordinators, ICU A.P.A.C.H.E. Coordinators, Nursing Quality Coordinators, Electronic Health Record Educators, Health Care Educators, Lead Neonatal Nurse Practitioners, Neonatal Nurse Practitioners, Pool RN Is, Pool RN IIs, Pool RN IIIs, PRN Electronic Health Record Educators, PRN Neonatal Nurse Practitioners, Registered Nurse S.A.N.E. Certified, RN Audit Accreditation Resources, RN Data Specialist Is, RN Data Specialist IIS, Transfer Coordinators, Utilization Review Specialists, and Trauma Advanced Practice Professionals employed by the Employer at its hospital building located at 1105 Sixth Street, Traverse City, Michigan; but excluding all physicians, other professionals employees, technical employees, skilled maintenance employees, business office clerical employees, nonprofessional employees, all other employees, guards, and supervisors as defined in the Act (including Patient Care Coordinators) and employees of the Employer working at locations and buildings of the Employer other than the hospital building located at 1105 Sixth Street, Traverse City Michigan.

Employees working in the Contract RN, Resource Nurse Clinician, Senior Clinical Informaticist, Clinical Nurse Specialist, and Process and Documentation Coordinator job positions are also excluded from the bargaining unit.

### **ARTICLE 2 - PRN NURSES**

- A. PRN nurses are those who work less regular schedules and supplement full and part time nurses to help meet varied patient needs at the Medical Center. PRN nurses are represented by the Union and part of the bargaining unit to the extent provided below:
  - 1. PRN A: PRNs who do not commit to a specific number of hours in writing but who worked at least 480 hours at the Medical Center in the prior completed twenty-six (26) bi-weekly pay periods preceding the date of contract ratification (and the anniversary date of contract ratification every year thereafter) shall become members of the bargaining unit until the next anniversary date of the contract ratification. At least 240 of these hours must be scheduled as straight time during week two (2) of the schedule request period. Hours worked as a full-

time or part-time RN in the bargaining unit shall count toward the 480-hour PRN A requirement.

2. PRN B: All other PRN nurses who work less than the above listed hours will be considered PRN B nurses, are considered irregular, and are not part of the bargaining unit.
  3. PRN C: PRN Cs are nurses who commit in writing with the Medical Center to be available to schedule: (a) a minimum of seventy-two (72) hours during each six (6) week scheduling period (624 hours per year); (b) one weekend shift per six (6) week schedule; and (c) two (2) holidays per year, one (1) summer holiday and one (1) winter holiday. PRNs who make and continue to fulfill this commitment in writing shall become members of the bargaining unit as of the point of that commitment. This section shall not be read as a guarantee of hours. Annually the Medical Center may determine how many PRN C positions are available in each unit and PRNs may determine whether they wish to make the scheduling commitment herein.
  4. Low census or the failure of the Medical Center to schedule a PRN for the committed hours shall not count against the PRN's hour requirement.
- B. 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 the position.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

Except where put forth elsewhere in this Agreement, the Medical Center retains the right to manage the Medical Center, control the premises, and direct the nursing force. The right to manage the Medical Center, except as expressly noted above and elsewhere in this Agreement, includes but is not limited to, the following: to select, hire, and promote; to assign, reassign, and supervise nurses and other employees; to determine and change staffing patterns, shifts, shift length, and shift starting times; to determine the assignments of nurses as to numbers employed, the mix of full and part time positions to be utilized, duties to be performed, qualifications and competencies required, and areas worked, including changes; to develop new classifications, units and departments and/or to combine, eliminate, transfer and/or modify the job content of existing classifications, units and determine, expand, and modify the types of medical care and services to be offered at the Medical Center and to discontinue or transfer those services to third parties and/or affiliates of the Medical Center and/or to locations not covered by this Agreement for good faith reasons; to take all steps necessary in the reasonable judgement of the Medical Center to achieve the highest level of patient care and performance by nurses and other employees consistent with safety and good health; to create non-nursing positions outside of the bargaining unit; to determine and change policies and procedures with respect to patient care; to determine and change the methods and means by which its operations are to be carried on, including changes to the equipment and/or procedures and the introduction of new technologies and elimination or replacement of existing equipment and technology, including medical equipment, information record systems, badge swipe, bar code, and other quality, security and equipment location tracking systems; to take any and all actions that the

Medical Center reasonably deems necessary and appropriate to providing quality care to patients, achieving the highest level of patient satisfaction, and providing safe and affordable care; to establish committees to study and make recommendations to the Medical Center, including committees that may include non-nursing employees, and to establish and revise reasonable personnel rules and policies, including those that govern employee conduct and could lead to discipline consistent with just cause; to carry out all other ordinary functions of management, whether or not exercised by the Medical Center prior to the execution of this Agreement and NLRB certification that led to this Agreement.

#### **ARTICLE 4 - NON-DISCRIMINATION**

References to “she,” “he,” or “they,” in this Agreement should be considered interchangeable when referring to an individual nurse and are not intended to be an exclusive list of pronouns, to express a preference for a specific pronoun, or to impact an individual’s choice of gender pronoun.

The parties agree there will be no discrimination against or harassment in the workplace of nurses covered by this Agreement on the basis of race, color, religion, national origin, age, sex, gender, protected disability, height, weight, marital status, sexual orientation, military or veteran status, genetic information, and/or any other legally protected status.

#### **ARTICLE 5 - PAYROLL DEDUCTION**

- A. The Medical Center agrees to deduct Union dues from the pay of nurses covered by this Agreement upon receipt of an executed membership application. Payment of dues is not a required condition of employment.
- B. The dues shall be deducted in twelve (12) equal installments on the first payday of each month. Dues which are deducted shall be promptly sent to the Michigan Nurses Association.
- C. The amount of monthly dues must be certified in writing by the Union and delivered to the Medical Center prior to deduction of such dues. Subsequent changes in the amount of the monthly dues 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.
- D. 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.
- E. Monthly Roster. The Medical Center will submit a list each month to MNA, with the transmission of deducted dues, with the names and employee number of nurses whom dues were deducted from and the amount deducted from the individual nurse. The roster shall also contain the total amount of dues deducted.
- F. Medical Center Held Harmless. The Union shall indemnify and hold harmless the Medical Center from any and all claims, demands, or any other actions arising from this Article.

## ARTICLE 6 - SENIORITY

- A. System seniority and bargaining unit seniority are used as expressly provided for by this Agreement.
- B. Nurses working in a regular fulltime or part time position shall accrue System and Bargaining Unit Seniority. PRN C nurses shall accrue bargaining unit seniority but not system seniority. Other employees shall not accrue seniority. Nothing in this provision shall be construed as a guarantee of hours or that the Medical Center will utilize any particular type of position on any particular unit subject to layoff, low census, and other provisions of this Agreement.
- C. System seniority is used to calculate PTO accruals and otherwise as agreed in writing in this Agreement.
  - 1. System seniority is the most recent date of hire in the Munson Healthcare System as defined below in a regular full or part time position in any classification. System seniority will be carried with the employee if they transfer to the Medical Center from a subsidiary of Munson Healthcare that is wholly or partially owned by Munson Healthcare (greater than 50%).
  - 2. System seniority is not carried with the employee if they transfer from a managed entity or a partially-owned subsidiary with Munson Healthcare ownership of 50% or less.
- D. Bargaining Unit Seniority. For regular full and part time nurses and PRN C nurses, Bargaining Unit Seniority is established as a nurse's most recent uninterrupted date of hire by Munson Medical Center as a full or part time nurse in one of these bargaining unit positions.
  - 1. In the event two (2) or more nurses have the same date of hire in one of these positions in the bargaining unit, ties shall be broken based upon the earliest date of hire in the Munson Healthcare System. If a tie remains the nurse with the lowest last four digits of their State of Michigan nursing license shall prevail.
  - 2. Within sixty (60) days of ratification of this Agreement, nurses may request that their bargaining unit seniority be reviewed by the Medical Center and the Union to include all time worked in a regular full time or part time nursing position that is part of the current bargaining unit provided:
    - a. The nurse was on the payroll and in the bargaining unit as of the date of ratification of the 2019 Agreement and has maintained uninterrupted employment in a bargaining unit position through the date of their request for review.
    - b. Bargaining unit seniority will not include any time worked in a nursing position prior to a break in employment at Munson Healthcare or any of its affiliates or hospitals.

E. Bridging Seniority. When an employee returns to the bargaining unit and/or the Munson Healthcare System within one year, system and bargaining unit seniority may be bridged as follows.

1. A nurse's bargaining unit seniority and/or system seniority may be bridged only once during an employee's career, including where bridging was permitted prior to and/or outside of this Agreement following return to a non-bargaining unit position.
2. The Medical Center will notify all new hires of the opportunity for bridging in all offer letters and the employee will have sixty (60) days after their date of hire to request bridging from the Human Resources Department. In the event of bridging, seniority is restored to the prior system and/or bargaining unit seniority date adjusted to exclude the period of absence.
3. Bargaining unit and system seniority may both be bridged for the same break in seniority but may not be bridged separately on two different occasions.
4. Approved bridges of a nurse's classification seniority that occurred prior to the ratification of the 2019 Agreement shall be credited towards the calculation of their bargaining unit seniority.

F. Introductory Period.

1. All new nurses in the bargaining unit shall be hired as Medical Center nurses on an "introductory period" of no less than 180 calendar days and shall work under the provisions of this Agreement. During this introductory period, a nurse may be dismissed at any time for any reason, without any form of recourse under the grievance and arbitration provisions of this Agreement or otherwise. Nothing in this provision shall prevent the Medical Center from hiring nurses who have previously performed work in a non-bargaining unit status, but they shall serve the same probationary period after becoming bargaining unit nurses. The Medical Center by mutual agreement with the Union may extend the orientation period of a nurse. Nurses who are extended shall be placed on an action plan to improve their performance at the beginning of that period.
2. During the introductory period, managers will ensure nurses are oriented to department processes and are able to review specific duties that are defined in the job descriptions.
3. Employees who have terminated but return to employment in the same unit within twelve (12) months are not subject to the introductory period.
4. During the first year from the start of employment, a nurse may not apply for a transfer or promotion without the written consent of their current manager, the manager of the unit to which the nurse seeks to transfer, human resources, and the Union.

G. Loss of Seniority. Except as otherwise provided, all seniority shall be lost in all of the following situations:



1. Resignation, including retirement.
2. Discharge for just cause.
3. A nurse's failure to return to work on the specified date following layoff or leave of absence absent good cause for the failure to return and good cause for any failure to notify the Medical Center if notice was not provided. A nurse permitted to return to work notwithstanding late notice or return shall not lose seniority by virtue of this provision.
4. Acceptance of a non-bargaining unit position, except that a nurse who accepts a position within the Munson system and is permitted to return to a bargaining unit position within one (1) year may bridge their bargaining unit seniority once during their career per Section (E) above.
5. Failure to maintain licensure, including any grace period unless the nurse is terminated for just cause.
6. Absence from employment for any other reason, including a personal leave exceeding approved duration. Seniority shall not be lost under this provision for a longer period of leave required or granted under applicable law, including leave granted for military service under the USERRA, under the Family Medical Leave Act ("FMLA"), or as may reasonably be required as an accommodation for a qualified disability under applicable law, including for a workers compensation injury. Nothing in this section shall be read to require the Medical Center to grant a leave not required by law, but a nurse who returns to the Medical Center after a longer period of approved leave shall retain seniority.

#### **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. 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.

#### **ARTICLE 8 - NEW HIRE ORIENTATION TO THE UNION**

- A. The Medical Center will allow a Union Steward, officer, and/or Union staff 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. 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.

#### **ARTICLE 9 - CONFERENCE ROOMS**

The Union may request and shall be granted reasonable use of conference rooms in Munson Medical Center through the Director of Human Resources or their designee for use by an MNA Staff Representative, Union stewards, and nurses for the purpose of investigating specific grievances and administering the Agreement. The Union agrees that these rooms are not for membership meetings or routine drop-in hours. Conference rooms will be made available adjacent to the cafeteria and other reasonable locations.

## **ARTICLE 10 - BULLETIN BOARDS**

The Medical Center shall provide a bulletin board in a mutually agreed location near the Human Resources Office and the cafeteria. This bulletin board will be secured by lock with a key given to the Union and one maintained by Human Resources. The Union may also utilize any bulletin board used by bargaining unit employees on which non-work-related materials are permitted to be posted.

Bulletin Boards may be used for posting notices and announcements regarding Union meetings, internal Union business, nursing education, social events, and Agreement administration. If the Medical Center reasonably believes a posting on the bulletin board is outside of these topics it shall inform the Union and the Union will promptly remove the posting upon notice from the Medical Center until the matter is resolved.

## **ARTICLE 11 - MNA STAFF REPRESENTATIVE ACCESS**

- A. MNA Staff Representatives 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 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.

## **ARTICLE 12 - PERFORMANCE EVALUATIONS AND DISCIPLINE**

- A. Performance evaluations/assessments. A formal performance evaluation shall be conducted after a nurse's initial introductory period, transfer, or promotion into a new position, and at least once every three (3) years thereafter. Nurses shall receive a copy of the completed performance evaluation. A nurse may add written comments regarding the performance evaluation. The completed performance evaluation, along with the nurse's comments, if any, shall be placed in the nurse's personnel file.
- B. Discipline. The Medical Center may not discipline or terminate a Nurse who has completed their introductory period (including any extension) without just cause.
- C. Progressive Discipline. The Medical Center will utilize progressive discipline for most offenses. Consistent with just cause, progressive discipline may include some or all of the following steps, among others, verbal counseling, written counseling and/or warnings, disciplinary suspensions without pay as part of final warning or otherwise, and termination of employment.
- D. Violations of the attendance policy will follow the same steps as other discipline but will be considered separately from all other forms of discipline.
- E. Although the just cause standard continues to apply, the parties agree that there are serious offenses that may warrant escalated discipline beyond Step 1 for a first offense regardless of mitigating factors. These include, but are not limited to, workplace violence, theft, willful destruction of property, material falsification of records, abuse or neglect of a patient, violation of patient privacy, harassment (sexual and otherwise) and a serious violation of Medical Center drug and alcohol policies (including a positive test for THC).
- F. Personnel Files. Nurses will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to attach their own written statement to any disciplinary notice. Such statements, but not grievances, shall be attached to the disciplinary notice and placed in the personnel file. A nurse may sign the discipline to acknowledge receipt but shall not be required to agree that discipline is warranted. Nurses have the right to view the contents of their personnel file pursuant to applicable law.
- G. Union Representation.
  - 1. A nurse, upon request, is entitled to have a Steward or other nurse present during an investigatory interview or other meeting in which the nurse is required to participate that the nurse reasonably believes could result in discipline. If the Steward or other nurse requested is not readily available or cannot reasonably and promptly be released from patient care for the meeting within a reasonable period, the nurse will be advised of this fact and may select another Steward or nurse to advise. If the nurse prefers a Steward and no Steward is working at the Medical Center and readily available for release, upon request of the nurse, the

meeting shall be postponed for a reasonable period to allow the participation of a Steward in such investigatory interview. This section shall be interpreted consistently with applicable law.

2. If a meeting is initiated without the intention of disciplinary action but during the meeting discipline becomes a possibility, the nurse shall have the right to request the termination of the meeting until a Steward or other nurse can be available to provide representation.
- H. Investigatory Suspensions. Nurses may be suspended without pay, but with benefits, pending investigation. Such suspensions shall not be considered a form of discipline. Nurses shall be allowed to use PTO to cover missed regular shifts during an unpaid suspension. Suspensions shall not be for an unreasonable duration in light of the matter to be investigated and the availability of witnesses and other information not to exceed fourteen (14) business days. Under extenuating circumstances, investigatory suspensions may be extended beyond fourteen (14) business days after agreement between the Union and Medical Center. Requests for extensions will not be unreasonably denied by the Union. Both the Union and the Medical Center agree to make reasonable efforts to complete such investigations in a timely manner. A nurse reinstated at the end of an investigatory suspension shall be paid for missed regularly scheduled shifts. If the nurse used PTO for the unpaid investigatory suspension, the PTO hours used shall be restored. Where there is just cause to do so, this shall not prevent the Medical Center from imposing a disciplinary suspension in accordance with Section C of this Article at the end of an investigation that would be served after the investigation is complete and/or concurrently with the investigatory suspension.
- I. Timeframe for Issuing Discipline. The Medical Center and the Union agree that in order for discipline to be corrective in nature, it should be delivered in a timely manner. Therefore, the Medical Center will endeavor to issue discipline as quickly as possible after it reasonably should have become aware of the incident for which the discipline is being issued. The effective date of discipline will be the date of the infraction which resulted in the discipline.

### **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, grievants 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 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.
- 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 (18) 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 (15) 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 (21) days 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 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.

**ARTICLE 14 - UNION REPRESENTATION**

- A. The Medical Center will recognize one (1) Union Steward and one (1) Alternate Steward for every unit/department. A steward from another department shall be allowed to represent an employee in a department where the steward is unavailable or the steward position is vacant.
- B. The Union shall provide the Medical Center with a written list of Stewards after their designation and shall notify the Medical Center of changes as they occur. Prior to the Medical Center's receipt of such Union designations, it is not obligated to recognize a Steward under this Article.
- C. The functions of the Steward are limited to the bargaining unit and bargaining unit nurses and to the duties enumerated in this Agreement. A Steward may serve as a representative during meetings with nurses that reasonably could lead to discipline. A Steward representing a nurse during an investigatory meeting shall be paid for the time if the Steward was otherwise scheduled to be working during that time, but not before or after their shift or during breaks.



## **ARTICLE 15 - SPECIAL CONFERENCES**

- A. A special conference between the Union and the Medical Center, to discuss any issue of mutual interest shall be convened upon the request of either party up to once every forty-five (45) days and otherwise as provided in this Agreement. Special conferences requested under other provisions of this Agreement shall not count towards the forty-five (45) day limitation. More frequent meetings under this section may be mutually agreed upon. The time and place for meetings will be by mutual agreement and a written agenda agreed to in advance. Each party shall notify the other in advance with a list of representatives that will attend the conference on their behalf. The release of bargaining unit nurses, if necessary, shall be arranged when the meeting is planned. Grievances will not be a proper subject of such conferences. Special Conferences shall be held within thirty (30) days of request.
- B. If the Medical Center provides notice to the Union that it intends to cancel the currently scheduled monthly Labor Management meetings on a permanent basis, the Union may request a special conference up to once every thirty (30) days.

## **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, 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.

## **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.

### **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. The Medical Center will provide to the Union by July 1, 2023, a report on proposed locations for additional private and lockable non-bathroom locations to be designated for this purpose near RN working areas.
- F. Meals and breaks shall not be taken within the first or last thirty (30) minutes of a shift.

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

## **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.

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. 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. 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. 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.

#### **ARTICLE 21 - COUNCILS/COMMITTEES**

- A. In the event that the Medical Center establishes a standing committee or council primarily comprised of Medical Center nursing leadership and bargaining unit nurses to address nursing practice and/or terms and conditions of employment for bargaining unit nurses or continues to maintain one of the following committees that includes nurses from the bargaining unit, then unless a Union Steward, Officer or bargaining committee member or other committee member satisfactory to the Union is already serving on the committee, the Union shall have the right to designate one additional nurse from the bargaining unit to serve as an additional committee member. Any nurse appointed must have the degree or other qualifications required of others who serve on the committee (for example, APNs

serve on the Advanced Practice Nurse Council). These committees shall include the following:

1. Nursing Coordinating Council
  2. Operations and Performance Improvement Council
  3. Nursing, People, and Patients Council
  4. Nursing Quality and Patient Safety Council
- B. Nurse representatives appointed by the Union shall have the same rights as other committee members and shall adhere to the same rules that may reasonably be adopted for the committee's work, a Nurse representative appointed by the Union to the Nursing Coordinating Council shall be a non-voting member unless the nurse has been selected through the normal Unit Based Action Council election process.
- C. The Medical Center is permitted to make changes to its committee structure, but if it does so and a new committee is established to take over the functions of these committees, then the Union may appoint a representative to any new committee established by the Medical Center to the same extent as provided above.
- D. Participation of nurse union representatives in these committees shall not be to the exclusion of other nurses employed by the Medical Center who may be appointed, elected, or otherwise serve.
- E. All bargaining unit nurses shall be allowed to voluntarily participate in any unit/department level professional practice committees or councils whenever such committees or councils exist. The obligation to allow the Union to appoint a member is not intended to apply to such committees.
- F. Nursing committees established as a part of professional-governance or otherwise and other committees on which nurses may from time-to-time participate shall not have the authority to modify this Agreement or to establish any terms and conditions of employment for nurses that the Medical Center would be obligated to bargain with the Union. Any proposal from a committee that would require bargaining with the Union or modification of this Agreement would have to be referred to the Medical Center and the Union.
- G. The Medical Center will post minutes from the councils/committees identified in Section A above to the Medical Center's intranet on a monthly basis after the minutes are approved and maintain minutes on the intranet for one (1) calendar year.

## **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;
    - 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, corrective action, and annual discussion ratings.
  - a. To the extent these factors are even 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.
  - c. In the event that two or more candidates have the same licensures 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.

### **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

<b>Home/Unit</b>	<b>To</b>	<b>Assignment</b>
<b><u>Med/Surg</u></b>		
B3, B4, D4, D5	B3, B4, C3 (adults), D4, D5	Full Assignment
	Rehab C1R, C2R	Full Assignment
<b><u>Telemetry</u></b>		
A4, A7, C2, C4	A4, A7, C2, C4	Full Assignment
	A2, A3	Telemetry Patients Only
<b><u>Intermediate Care Nurses</u></b>		
A2, A3, ICU/B2	A2, A3, B2	Intermediate Level of Care – Full Assignment
	Telemetry A4, A7, C2, C4	Full Assignment
<b><u>Critical Care Nurses</u></b>		
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.)
<b><u>Maternal Child</u></b>		
C3, OB, NICU	C3, OB, NICU	C3 → OB: couplets only → NICU: step-down and no O2 support  OB → C3: couplets only → NICU: step-down and no O2 support  NICU → OB: infants only, second circling deliveries → C3: infants (two months or less only)

- 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.

- 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 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.
- 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. The above provisions are not intended to apply to the float pool.

#### **ARTICLE 24 - LAYOFF/RECALL PROCEDURES**

- A. Layoff Defined. A layoff is defined as the elimination of a full-time or part-time nurse's position in a unit or department. A layoff does not include the temporary failure to utilize one or more nurse(s) due to low census or other lack of work or the elimination of an unfilled vacancy.
- B. Notice of Layoff. The Medical Center will provide the Union and the nurse(s) whose position is scheduled for elimination of a planned layoff as soon as practicable. Absent unforeseen circumstances, the Medical Center will provide the Union and a nurse whose position will be eliminated with written notice of the planned layoff at least fourteen (14) calendar days before implementation. Upon request, the parties may hold a special conference during this period. A steward and/or Executive Officer of the Union will be permitted to attend any meeting informing employees of layoffs.
- C. Application of Layoff Procedure. The following procedures will be used during a layoff. Nothing will prevent the parties from mutually agreeing in writing to modify the procedure in a specific situation.
  - 1. Where a nurse who is laid off would not have another position at the Medical Center they could fill, prior to the implementation of a layoff the Medical Center shall:
    - a. Permit volunteers for layoff and voluntary reductions in FTE status from the unit/department.
    - b. Discontinue the use of non-bargaining unit staff, including agency and system staffing services, to fill vacancies on the regular schedule.
    - c. Discontinue the use of bargaining unit PRN employees where sufficient to reach the reduction in staff, beginning with PRN nurses with no bargaining unit seniority and then with the PRN C nurse(s) with the least bargaining unit seniority.



2. Nothing in this Section shall prevent the Medical Center from continuing to use non-bargaining unit staff, including agency and system staffing services, consistent with this Agreement as necessary to provide special skills and/or certifications and as necessary to cover for absenteeism and other similar needs of limited duration. This Section does not permit the use of non-bargaining unit staff to perform the work of the nurse(s) that were laid off.

D. Layoff within Units/Department.

1. Layoffs will occur by department/unit and shift. When there is a layoff within a particular department/unit, the Medical Center will select the nurse(s) with the least bargaining unit seniority in the FTE status affected unless the remaining nurses in the unit/department and shift lack a specific certification, training, or competency that is needed by the department/unit which cannot be reasonably developed in a six (6) week orientation period. The least senior nurse(s) may first fill any bargaining unit vacancy on the unit/department for which the nurse is qualified and competent with comparable FTE status.
2. The nurse with the least bargaining unit seniority may displace a nurse with the least bargaining unit seniority in a comparable position with comparable FTE status on a different shift in the same unit/department unless the nurse lacks a specific certification, training, or competency that is needed by the department/unit on that shift. If more than one nurse is involved, they will displace nurses on other shifts in bargaining unit seniority order.
3. The least senior nurse displaced by this procedure may displace the least senior nurse in the same unit/department who has less bargaining unit seniority but different FTE status unless the nurse lacks a specific certification, training; or competency that is needed by the department/unit on that shift which cannot be reasonably developed in a six (6) week orientation period, but may forgo this opportunity if the nurse does not wish to work that FTE.
4. The least senior nurse(s) following this procedure will be offered the opportunity to fill remaining comparable vacancies with different FTE status in the same unit/department for which the nurse is qualified and competent or for which the nurse could become qualified and competent following an introductory period as described in Article 6 Section F of this Agreement. If more than one nurse is involved, they will pick in bargaining unit seniority order.
5. A nurse who is not able to hold or secure a vacant position for which they are qualified on their unit/department or who chooses not to bump a less senior nurse will be provided a list of open positions within the bargaining unit. A nurse who is subject to layoff may elect to fill an open position in the bargaining unit for which the nurse is qualified and competent or for which the nurse could become qualified and competent following an introductory period as described in Article 6 Section F of this Agreement. In the event more than one nurse is subject to layoff and unable to hold a position in their department/unit, then nurses may

select from among the vacancies in bargaining unit seniority order. The nurse may otherwise apply for vacancies subject to the provisions of Article 22, Filling of Job Vacancies.

6. Only if the nurse is unable to secure another position will the nurse be laid off.

E. Orientation. The Medical Center will ensure that any nurse who transfers to another unit/department as a result of a layoff, is provided basic orientation to the new unit. If the nurse lacks the skillset to independently provide care for patients following a basic orientation, the Medical Center will provide an orientation to the unit/department as described in Article 6 Section F of this Agreement.

F. Benefits During Layoff

1. Nurses who are laid off shall, upon request, be paid out at a 100% rate for all accrued but unused PTO.
2. Any nurse affected by a layoff who received prior approval for tuition reimbursement and who otherwise satisfies the requirements for reimbursement shall be reimbursed in accordance with the Medical Center's normal procedure if they are unable to receive a refund for any reason.
3. Any nurse affected by a layoff who is a party to any contract with the Medical Center which requires the nurse to pay back a benefit provided by the Medical Center if the nurse's employment terminates within a certain period of time shall not be required to make any such repayments to the Medical Center.
4. Transition Pay:
  - a. Bargaining unit employees who are laid off shall be paid two (2) weeks' pay for each full year of service, with a minimum of four (4) weeks of pay and maximum of twenty-six (26) weeks of pay.
  - b. Provided the employees make a timely election of COBRA continuation coverage and sign a general release, laid off bargaining unit employees may elect to continue their health insurance coverage for the period they receive transition pay. Laid off employees remain responsible for the employee portion of the applicable premium.
  - c. Transition pay will be paid during the normal payroll cycle at the employee's hourly rate, based on the employee's budgeted FTE at the time of the reduction/layoff. For 16/40 Flex nurses, transition pay will be based on the average hours worked in a biweekly period in the twelve (12) month period immediately preceding the layoff.
  - d. Transition pay will cease if a nurse becomes reemployed at the Medical Center or any other Munson Healthcare facility or entity.

## ARTICLE 25 - TUITION REIMBURSEMENT

### A. Tuition Reimbursement.

1. This section applies to individuals in benefit eligible full time and part time positions prior to the start of the class for which they are requesting reimbursement.
2. Nurses pursuing the identified degrees below will qualify for reimbursement of 100% for a grade of “B” or better or 75% for a grade of “C.” “Pass” grades will also qualify for 100% reimbursement.
3. Educational programs that qualify for this reimbursement are:
  - a. Bachelor’s Degree in Nursing (BSN)
  - b. Master’s Degree in Nursing (MSN, CNS) (with Medical Center pre-approval)
  - c. Doctorate Degree in Nursing (DNP) (with Medical Center pre-approval)
4. Additional degrees may be added to this section at the discretion of the Medical Center.
5. The Medical Center may maintain a reasonable list of institutions of the Medical Center’s choice that are approved for tuition reimbursement.
6. The Medical Center may make changes to the Tuition Reimbursement program described in this Article. The Medical Center will give the Union notice of the Medical Center’s planned changes at least twenty-one (21) days before they go into effect. On request, the Medical Center will bargain the effects of such changes. The effects-only bargaining will not delay the effective date of any changes.
  - a. If the Medical Center decides to reduce or eliminate tuition reimbursement for nurses pursuing a Bachelor’s Degree in Nursing (BSN), it will eliminate the requirement for nurses to obtain a BSN as a condition of employment pursuant to Section F of this Article.

### B. Annual Maximum.

1. The maximum amount payable for tuition and examinations for academic credit is \$5,000 in a calendar year. Munson will reimburse eligible nurses 75% of examination costs for academic credit applicable to a degree program. These costs are included in the reimbursable maximum amount of \$5,000 in one calendar year.

2. Due to Internal Revenue Service taxability requirements, reimbursement will be counted toward the total reimbursement for the year in which it is paid.
3. In all cases, nurses must schedule and attend classes outside of their scheduled working time. Participation in a degree program is voluntary and for the purpose of advancement. The time spent attending classes is not worked time and will not be compensated. Nothing prevents a nurse from seeking to use accumulated PTO in connection with absences related to their education consistent with Medical Center policy and this Agreement.
4. Tuition reimbursement covers the costs of tuition, but not lab fees, general fees, or any other such costs that are mandatory for taking the class, including the cost of books, manuals, or basic stationary.

C. Requirements.

1. Nurses must be actively working in a full time or part time benefited position and have satisfactorily completed an Introductory Period at the time the class begins and must remain employed at the time reimbursement is to be paid.
2. For reimbursement of tuition the Medical Center expects that the individual will remain employed and in a benefited position for at least two (2) years after receiving reimbursement regardless of level of benefit or repay the reimbursed tuition to the Medical Center. Nurses who transfer to non-benefited status shall be billed per the tuition reimbursement repayment schedule. Nurses who remain on non-benefited status for greater than six months shall repay the entire reimbursed tuition to the Medical Center.
3. Tuition Reimbursement Repayment Schedule:

Tuition Repayment Amount	Monthly Minimum Payment	Balance Due Within
Up to \$1,000	\$100.00/month	1 years
\$1001-\$4999	\$200.00/month	2 years
\$5000 and up	\$250.00/month	5 years

D. Payment of Reimbursement.

1. Reimbursement of the appropriate tuition expense will be made upon satisfactory completion of the above requirements submitted to Human Resources. Reimbursement requests must be submitted in compliance with Medical Center policies and processes.
2. It is the intent of Munson to not duplicate payment of tuition expenses. It is expected that nurses receiving financial assistance from an outside source (grant, scholarship, etc.) will indicate the type and dollar amount of the assistance on the application for tuition reimbursement.

3. When grants and scholarships are involved, the amount of reimbursement will be adjusted so that it does not exceed the actual tuition cost minus assistance from outside sources.
- E. Taxability of Tuition Reimbursement. The Internal Revenue Service (IRS) has specific requirements for determining the taxability reimbursement payments to a nurse. This means amounts paid to a nurse in the form of tuition reimbursement may be included in annual gross earnings and be reflected in the annual W2 form.
- F. BSN Completion.
1. Any Associate Degree Nurse (“ADN”) hired into a nursing position at the Medical Center prior to January 1, 2023 will not be required to obtain a Bachelor of Science in Nursing degree as a condition of their employment at the Medical Center.
  2. Any Associate Degree Nurse (“ADN”) hired into a nursing position at the Medical Center on or after January 1, 2023 will be required to obtain their BSN degree no later than seven (7) years after their date of hire at the Medical Center or January 1, 2031, whichever is later.
  3. Any ADN who does not complete their BSN within the timeframe above will be ineligible for annual wage increases until they obtain their BSN.
  4. This section supersedes and replaces any earlier Side Letter Agreement between the parties regarding BSN completion.

#### **ARTICLE 26 - NOTICE OF RESIGNATION**

A nurse is expected to provide four (4) weeks’ notice of resignation of employment. If such notice is provided, and the nurse works each of their remaining scheduled shifts unless an absence is excused under any section of this Agreement, Munson policy, or applicable law, then the Medical Center shall pay the balance of any remaining PTO hours to the nurse. Separation may occur sooner than four (4) weeks after the nurse provides notice to the Medical Center by mutual agreement between the nurse and the Medical Center and in such cases the Medical Center shall pay the balance of any remaining PTO hours to the nurse.

#### **ARTICLE 27 - WORK DAY**

- A. The Medical Center and the Union recognize that predictable and stable shifts, work hours, and start times are important to nurse satisfaction and patient safety.
- B. Changes to Nurse Start Time, Shift Length, or Shift.
1. The Medical Center will provide reasonable notice to the Union and affected nurses if the Medical Center intends to make permanent changes to a current nurse’s shift, length of shift, and/or start time. At least six (6) weeks’ notice will be provided. If less than all nurses on a unit or department are impacted

by the change in a shift, shift time or length of a shift, then those affected will be the nurses with the least bargaining unit seniority working the shift, start time, and/or length of shift that is to be changed unless there are more senior volunteers or the remaining nurses in the unit/department lack a specific certification, training, or competency that is needed. This section shall not prevent the use of call, PRN, and/or positions whose start times, FTE commitment, shifts and length of shift may vary.

2. If the Medical Center plans to permanently change or restructure all of the existing start times and/or all of the existing shift lengths (eight (8), ten (10), or twelve (12) hour shifts) currently being used by a unit or department in order to change to a different start time and/or length of shift for nurses currently filling those positions, the Medical Center will provide six (6) weeks' notice to the impacted unit/department and to the Union. This will not limit the right of the Medical Center to post new positions with different start times, shifts, and/or lengths of shift.
3. Under no circumstances shall the Medical Center schedule nurses for split shifts. Low census and on-call shall not be considered a split shift.
4. Upon notice of any of the above changes, and upon request of the Union, the Medical Center will meet and bargain the effects of the decision during the notice period set forth above.
5. Layoffs of any nurses on a particular shift, start time, or otherwise shall continue to be governed by the Layoff Article of this Agreement.

- C. Guaranteed Rest Time for Flexible Shift Positions. For nurses in a flexible shift position or positions with varying start times the Medical Center agrees that it will provide at least seventy-two hours of rest before requiring a nurse to work a shift with a majority of their hours on a different shift designation (e.g., days to nights, nights to days).

#### **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, Cath Lab/A6, MPR, ED, Inpatient Dialysis, Maternity/OB, and NICU. The Medical Center will provide thirty (30) days' 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 notice to the Union and an opportunity to bargain.
- 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 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 has called in its on-call nurse shall not impact whether a float pool nurse will be made available to the ED. 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 \$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 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.

#### **ARTICLE 29 - OVERTIME**

- A. The Medical Center shall pay overtime compensation to hourly (non-exempt) nurses who work more than forty (40) hours in a week. For purposes of overtime calculation, the work week is defined as starting at 12:00 a.m. (midnight) on Sunday and ending at 11:59 p.m. on the following Saturday.
- B. Overtime is calculated in one-tenth of an hour increments and paid at the rate of one and one half (1 ½) the nurse's regular rate of pay as determined in accordance with the Fair Labor Standards Act. When time-and-one-half is paid for any other reason, there will be no duplication of overtime payment for the same hour(s) worked, except when the hours worked are on a holiday recognized by the organization. Hours worked on a holiday and paid at time-and-one-half will count toward total hours in the week for the purposes on computing overtime hours. For example, if a nurse works a total of forty-eight (48) hours, including the holiday during a holiday week, they will be paid for thirty-two (32) hours

at straight time and sixteen (16) hours at time and one half. Eight (8) hours for the worked holiday and eight (8) hours for the hours worked over forty (40) in the work week).

- C. Hours paid at time-and-one-half for staffing incentive situations will not count toward total hours in a work week for the purposes of computing overtime hours. Thus, if an employee works a total of forty-eight (48) hours in a week including eight hours under the staffing incentive policy, they will be paid forty (40) hours at straight time and eight (8) hours at time-and-one-half of staffing incentive/overtime.
- D. Nurses are expected to obtain manager approval prior to working overtime.
- E. The Medical Center's administration of overtime shall at all times comply with the Fair Labor Standards Act.
- F. Overtime is calculated only on hours worked, and not for hours paid that are not worked (PTO, short-term disability, etc.).

### **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. 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. 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.
- 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. If a nurse volunteers for mandatory overtime, they shall be assigned the mandatory overtime. If more than one nurse volunteers for mandatory overtime, the nurse with the greatest bargaining unit seniority will be assigned mandatory overtime. If no nurses volunteer, the nurse with the least bargaining unit seniority will be assigned mandatory overtime. When a nurse 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 shall be included in the rotation for mandatory overtime. The House Supervisor shall maintain the list of dates for Flex Team employees. Dates for PCCs and PRN Bs 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, 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.

### **ARTICLE 31 - WORK SCHEDULING**

#### **A. General Scheduling Process**

1. Electronic scheduling, such as Kronos, 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.
- 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. In these weeks, balancing may occur when a shift has fewer requests than needs.
  - iii. 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.
  - iv. 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 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

1. 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.
2. 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.
3. 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.

### **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 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.
- 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.

**ARTICLE 33 - HOLIDAY SCHEDULING**

A. Holidays shall be scheduled by groups:

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

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 4<sup>th</sup>). 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.

#### **ARTICLE 34 - HOLIDAY PAY**

##### A. Recognized Holidays

Recognized holidays for purposes of this Section shall be New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day.

##### B. Holiday Pay Eligibility

1. All full and regular part time hourly nurses (but not PRNs) who are budgeted and regularly scheduled to work at least twenty (20) hours (0.5 full time equivalent (FTE) positions) shall receive holiday pay if they have been employed in such a position for thirty (30) or more continuous calendar days prior to the date of the holiday, including those eligible nurses who are on a paid leave of absence on the holiday, and otherwise meet the terms set for this agreement.
2. To receive pay, a nurse must have worked their entire last scheduled workday prior to the holiday and entire first scheduled workday following the holiday. PTO and other scheduled days off are not considered workdays for this purpose. (For example, if the holiday falls on a Wednesday and PTO has been requested and approved for Tuesday the last scheduled day before the holiday would be Monday if scheduled.) Nurses who have been required to work on a holiday must also report for and work all hours scheduled on the holiday.

### C. Holiday Payment

1. Hourly-paid nurses will receive holiday pay based on their budgeted (FTE), multiplied by eight (8) hours to a maximum of eight (8) regardless of whether the nurse works on the holiday. For example, a nurse who works sixty-four (64) hours biweekly is a 0.80 FTE (64/80). The holiday pay allotment for a 0.80 FTE is 6.4 hours (0.80 x 8).
2. Holiday pay will be paid at a nurse's primary, straight-time rate of pay in effect as of the holiday. Payment for holidays does not include shift differential or any other premium.
3. Holiday pay is paid to nurses in addition to pay received for time worked on the holiday.
4. Holiday pay is not counted as hours worked for purpose of computing overtime.
5. When a holiday occurs during a nurse's paid short-term disability (STD), eligible hourly nurses will be paid holiday pay and the day will not be counted as a STD day.

### D. Holiday Premium for Hourly-Paid Nurses

1. All hourly-paid bargaining unit nurses, including those who are PRN's, who work on any of the holidays identified in this Section will be paid at the rate of time-and-one-half their regular straight time hourly rate for all hours of work, provided the majority of hours worked during the shift are during the holiday.
2. For purposes of determining time-and-one-half, holidays begin at 12:00 a.m. and end at 11:59 p.m. on the day of the actual holiday, with the exception of the Christmas and New Year holidays. With Christmas and the New Year holidays, the holiday begins at 3:00 p.m. on Christmas Eve or New Year's Eve and ends at 11:59 p.m. the day of the holiday.

### E. Holiday for Salaried Nurses

Salaried nurses who are not on paid leave time and otherwise actively at work during the week during which the holiday falls will continue to receive their normal salary regardless of whether they are scheduled to work on the holiday. Salaried nurses do not receive additional holiday pay if they work a holiday. When a holiday occurs during a salaried nurse's paid short-term disability (STD), eligible salaried nurses will not have the holiday counted as a STD day. This section is not intended to change existing holiday practices for salaried nurses.

## 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 \$1.00 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 \$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.

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

- 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.

**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, in reverse bargaining unit seniority order;
  3. Volunteers as provided below;
  4. Non-bargaining unit nurses working at straight time in any order;
  5. PRN As;
  6. Regularly scheduled full-time, part-time, and PRN C nurses on an involuntary basis as provided 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: 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). 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. 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. 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. In the event that the last voluntary low census dates are tied, then bargaining unit seniority date shall be used to break ties. Volunteer low census planned to last two (2) hours or less shall not rotate a nurse on the list.
  2. Involuntary Low Census: 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. In departments predominantly using 12-hour shifts, afternoon shifts are part of day shift. 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. When a low census shift is awarded, the date shall be recorded. 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. 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. 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.

A nurse who is being precepted during their initial department orientation shall not be given low census. A nurse who is 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.



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.

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.

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.

- 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.

- 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.

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.

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

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 at 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.

**ARTICLE 37 - WAGES AND DIFFERENTIALS**

A. Wages

1. Wage Grid
  - a. Placement on Wage Grid

Effective the first full pay period begins after July 1, 2023, bargaining unit nurses in the following job categories will be placed 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, 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.

c. 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.

**Second Year Increase (2024):** Effective the first full pay period after the first anniversary of the ratification of this Agreement, bargaining unit nurses on the wage grid will move to the applicable place on the "Second Year 2024" 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. 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%).

**Third Year Increase (2025):** Effective the first full pay period after the second anniversary of the ratification of this Agreement, bargaining unit nurses on the wage grid will move to the applicable place on the “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. 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%.

**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. 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.

**D. 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 two dollars (\$2) 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. Endovascular and Cardiovascular Specialty Teams Differential

E. In order to incentivize nurses to join and/or remain on the endovascular ("EV") and cardiovascular ("CV") 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 specialty surgical teams who meet the criteria described below.

1. Applying to a Specialty Team

Nurses on the endovascular ("EV") and cardiovascular ("CV") specialty teams who have: (i) completed the entire general operating room orientation; (ii) applied and been accepted to one of these two 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 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 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 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) 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 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 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;

### **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. Notwithstanding the language set forth above, during the term of the 2023-2026 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).
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 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.

**ARTICLE 39 - LONGEVITY BONUS**

For the life of this Agreement, the following longevity bonuses shall be paid on a nurse’s anniversary date of hire into the bargaining unit. Hours shall mean hours paid by the employer or hours on which an employee is on an approved FMLA leave and otherwise would have worked. The bonus shall otherwise be interpreted consistent with existing practice in place at the time of ratification.

Years of Service	832 hours to 1560 hours	1561 hours or more
8	\$250	\$500
13	\$375	\$750
18	\$500	\$1000
23	\$625	\$1250
28	\$750	\$1500
33 and every 5 years thereafter, add \$125 and \$250 respectively	\$875	\$1750

**ARTICLE 40 - RETIREMENT BENEFITS**

- A. During the term of this Agreement, nurses covered by this Agreement shall remain eligible to participate in the following benefits on the same terms, to the same extent, and at the same cost that the Medical Center offers such programs to 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 they comply with the remaining requirements of this Article. This includes the right to discontinue an existing 401(k) or 403(b) plan provided that 401(k) and 403(b) plans continue to be offered in a manner that complies with the rest of this Article.
- B. Notwithstanding the language set forth above, during the term of this Agreement:



1. The Medical Center will continue to maintain a 403(b) contributory retirement plan that includes the current elements of the contributory match (up to two percent (2%) match if nurse puts in three percent (3%) of wages).
2. The Medical Center will maintain a non-contributory 401(k) non-contributory retirement plan. Nurses will remain eligible for discretionary non-match contribution to their 401(k) of up to three percent (3%) and will be paid on the same basis it is paid for the other plan participants as set forth in the plan document. The Medical Center agrees should the Medical Center's contribution fall below three percent (3%), then on request, the Medical Center will bargain concerning the amount of retirement contributions. Other terms shall remain in effect.
3. The defined benefit pension plan currently covering some nurses as of the date of the ratification of the 2019 Agreement will not be eliminated for the life of this Agreement.
4. Vesting schedules for nurses in these plans will remain unchanged.
5. The Medical Center otherwise retains control over other aspects of retirement plan designs and administration as set forth above.

#### **ARTICLE 41 - OTHER FRINGE BENEFITS**

- A. During the term of this Agreement, nurses covered by this Agreement shall remain eligible to participate in the following benefits on the same terms, to the same extent, and at the same cost that the Medical Center offers such programs to 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. If during the term of this Agreement, the Medical Center decides to replace or not to continue offering one or more of the benefits set forth below, the Medical Center will give the Union notice of the Medical Center's planned changes at least twenty-one (21) days before they go into effect and on request the Medical Center will bargain about the effects of such changes, including proposals by both sides to replace the benefits. The effects-only bargaining will not delay the effective date of any changes.
- B. Benefits currently subject to this Section are the following:
  1. Life Insurance
  2. Dental Insurance
  3. Vision Insurance
  4. Flexible Spending Accounts (medical and dependent care)
  5. Long Term Disability
  6. Accidental Death and Disability
  7. Employee Assistance Program
  8. Group Legal Plan
  9. Short Term Disability.

## **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. 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.

## **ARTICLE 43 - PAID TIME OFF**

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

- A. 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.
- B. 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 31<sup>st</sup> day of employment.
- C. 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.
- D. 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.
- E. 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.

F. 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

G. Rollover of PTO Hours

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

H. Annual PTO Sell Back

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.

I. 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.

J. Illness during planned PTO time

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

K. 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.

L. 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.

M. 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.

N. 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.

O. PRN C Low Census Time Off

PRN C Nurses shall accrue up to twenty-four (24) hours of Low Census Time Off (LCTO) annually at the corresponding PTO accrual rates to their length of employment. 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.

**ARTICLE 44 - SHORT-TERM AND LONG-TERM DISABILITY**

The Medical Center will provide, at no cost to employees, a Short-Term Disability plan that provides at least a sixty percent (60%) wage loss benefit, with a weekly cap of \$750. The Medical Center will also provide a Long-Term Disability plan at no cost to employees.

Beginning in the July 2023 benefit year, bargaining unit RNs will have the option of selecting a Short-Term Disability plan with greater wage loss benefits. Nurses who select a plan with greater benefits will be responsible for the difference between the cost of the Medical Center provided plan and the plan with greater benefits.

**ARTICLE 45 - LEAVES OF ABSENCE**

A. General

1. All leaves of absence are to be requested from the Medical Center in writing at least thirty (30) days in advance or as soon as reasonably practicable for

unforeseen circumstances stating the reason for the leave and the amount of time requested. The Medical Center will promptly respond to the request.

2. During Jury, Bereavement, and Witness Duty leave a nurse's position and all terms and conditions of employment will be maintained. For Family Medical Leave and other legally required leaves, nurses will be returned to their position when required by law. For all other forms of leave in this Agreement (other than jury, bereavement, and witness duty leave and leave required by law), upon return from an approved leave of absence of thirty (30) calendar days or less, nurses will be returned to their original position. By mutual agreement, the thirty (30) calendar day period for return to the nurse's original position for these other leaves may be extended for additional thirty (30) day periods. If the nurse does not return to their prior position, a nurse will have thirty (30) days following the end of their approved leave period to apply for and secure a position within the Medical Center that is available to be filled for which he/she is qualified. A position is not guaranteed beyond the first thirty (30) days except as required by applicable law or regulation. A nurse shall retain his or her seniority if the nurse secures another position within the bargaining unit within thirty (30) calendar days and otherwise the nurse's employment will end. The failure of the Medical Center to grant a discretionary leave (as defined above) shall not be subject to a grievance unless it is inconsistent with the non-discrimination provision of this agreement.
3. If a nurse qualifies for more than one type of non-occupational medical, occupational medical, parental, maternity, or family medical leaves of absence, the period of leave shall run concurrently unless required by applicable law.

## B. Types of Leaves of Absence

### 1. Family and Medical Leave

- a. The Medical Center shall comply with the Family Medical Leave Act (FMLA). Consistent with the terms of the FMLA, nurses eligible under federal law may take leaves of absence for the birth of a child or to take care of a newborn child within one year of birth. Nurses eligible under the FMLA may also take leave for the adoption of a child or a placement of a foster child. Where available under the FMLA, leave may also be taken for the care of a spouse, child, or parent who has a serious health condition; because of the nurse's own serious health condition; or for any "qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the nurse is a military member on active duty or has been notified of an impending call to active duty status. In the case of newborns, nurses employed by Munson Medical Center shall be entitled to use the amount of FMLA leave they would otherwise be entitled to use if their spouse was not employed by Munson Healthcare.

- b. When the need for leaves is foreseeable, nurses are expected to provide thirty (30) days advance notice. When not foreseeable, nurses are required to provide notice of the need for leave as soon as practicable consistent with the FMLA's requirements. When leave is needed for planned medical treatment, nurses must attempt to schedule treatment so as not to unduly disrupt Munson's operations. Failure to provide appropriate notice may result in the denial of FMLA leave.
  - c. When FMLA leave is used, the nurse must use available PTO time to cover scheduled work shifts missed except: (1) A nurse absent for the employee's own serious health condition which is covered by the Workers' Compensation Act need not take PTO where the provisions of the Worker's Compensation Act provide compensation. (2) A nurse absent for the employee's own serious health condition may otherwise use PTO for the first consecutive fourteen (14) calendar days of an absence and thereafter until Short-Term Disability benefits begin.
  - d. For purposes of determining eligibility for leaves, the Medical Center will use a rolling twelve (12) month period whereby each time a nurse takes FMLA, the remaining leave available will be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months looking backward from the date of requested leave.
2. Medical (Non-FMLA, Non-Occupational) Leave. The Medical Center will provide a Non-Occupational Medical Leave of Absence for eligible full-time, part-time, and PRN C nurses who have completed at least ninety (90) calendar days of service and are unable to work due to their own serious health conditions for up to thirty (30) calendar days per rolling calendar year looking backward from the date of requested leave. Extensions may be granted for up to thirty (30) day periods (to a total of ninety (90) calendar days) per calendar year looking backward from the date of requested leave, and thereafter as may be required by applicable law. This section is intended to provide leave for nurses who have exhausted and/or do not qualify for leave under the FMLA and/or other applicable laws. It may also be used for childbirth not otherwise covered under the FMLA. All time under this section shall run concurrently with leave under FMLA and/or other applicable law for employees who qualify. The Medical Center may require appropriate documentation from a healthcare provider. A nurse may use PTO for the first consecutive fourteen (14) calendar days of an absence and thereafter unless the nurse Short-Term Disability benefits. The Medical Center will continue health care coverage and other benefits for the nurse and/or their family on the same terms those plans are available to other employees provided that the nurse continues to make arrangements to pay the share of premium paid by other employees.
3. Occupational Medical Leave. The Medical Center will provide an Occupational Medical Leave of Absence for nurses who are injured in the course of

employment at the Medical Center, qualify for worker's compensation benefits, and are unable to perform the essential functions of their position (with or without reasonable accommodations as may be required by law) for at least the length of and concurrently with the FMLA and Non Occupational Medical Leave to which the nurse may be entitled. The Medical Center may require a nurse to accept a light duty position consistent with the nurse's medical restrictions as an alternative to leave. Health care and other benefit coverage to those on leave will be continued as required by those sections of this Agreement and/or applicable law. Thereafter, additional leave may be granted by the Medical Center so long as, and under the same terms, that such leave continues to be a reasonable accommodation under applicable law and does not impose an undue hardship on the Medical Center under the circumstances. All leaves granted under this section shall comply with the Workers' Disability Compensation Act.

When a nurse is absent because of a workplace injury, the Medical Center will permit a nurse to access PTO in appropriate circumstances that take into consideration the benefits a nurse is likely to receive under applicable worker's compensation law.

4. Military Leave. The Medical Center will provide Military Leaves of Absence in accordance with applicable law for eligible nurses who are called for military duty and nurses who are members of reserve units, including periodic training obligations.
5. Jury Duty.
  - a. The Medical Center recognizes that a nurse has an obligation to serve jury duty. Any nurse called for jury duty must notify their supervisor that they have been selected for jury duty as soon as they have received notice to report for jury duty and provide copies of their summons or other appropriate documentation. Nurses must also continue to update their supervisors of the expected duration. A nurse will be paid their straight-time hourly rate for the nurse's regularly scheduled lost work hours. If jury duty is not a full day, the nurse is required to contact their manager, or designee, when they have completed jury duty. It is at the discretion of the manager whether or not the nurse will be required to return to work to complete their scheduled shift and/or spend time on other projects.
  - b. A nurse working on the night shift or evening shift the night before jury duty will not be required to work on the night shift past 11:30 p.m. the night before the date of jury service. A nurse will also not be required to work a night or evening shift beginning the same day as their jury duty service.

- c. Time spent by a nurse attending any proceeding covered by this article shall not adversely affect any continuation of paid insurance benefits.

6. Bereavement Leave.

- a. In the event of a death in the immediate family, full and part-time nurses who have completed at least ninety (90) calendar days of service will be paid up to twenty-four (24) hours of funeral leave at their base rate of pay for otherwise regularly scheduled working time (taken between the date of death to the day after the funeral) from which the nurse is absent by reason of such death for the purpose of making necessary funeral arrangements, attending the funeral or otherwise assisting in family matters relating to the death. Pay shall be computed on the basis of the nurse's straight-time hourly rate times the number of hours which the nurse was scheduled to work on the bereavement day(s).
- b. For purposes of the section, "immediate family" shall include the nurse's parents and stepparents, current spouse, children/stepchildren, brother and sister (including step/half brothers and sisters), grandchildren (including step grandchildren), grandparents and step grandparents, current mother-in-law, current father-in-law, and current daughter-in-law/son-in-law. The Medical Center may require a nurse to furnish satisfactory evidence of death. If a non-family member assumes the role and assumed the responsibilities of any of the above, a nurse may ask the Medical Center in writing for special consideration within two (2) weeks of death.
- c. Nurses on vacation or an approved paid leave when a death in the immediate family occurs may use their bereavement time in lieu of their PTO for the applicable days.
- d. In the event of the death of anyone other than immediate family the nurse may request PTO to cover the attendance of a funeral or other bereavement.
- e. In the event the Medical Center makes improvements to its bereavement/funeral leave policy (e.g., adds relationships, increases the number of hours of leave) for non-bargaining unit employees, the same improvements will be provided to bargaining unit nurses.

7. Witness Duty Leave. Any nurse who by virtue of their work as a professional nurse at the Medical Center is required or requested to appear in court or in an administrative proceeding or to give a deposition in any Court proceeding pertaining to the Medical Center shall be paid at the nurse's regular straight time hourly rate or at overtime rates if applicable under this agreement. This provision



shall not apply to arbitrations and other proceedings that relate to disputes that arise between the parties or under the provisions of this Agreement.

8. Personal Leave. A nurse who has completed at least ninety (90) calendar days of service may be granted a leave of absence for emergency or important personal reasons in the Medical Center's discretion for periods up to thirty (30) calendar days each and a combined total period of up to ninety (90) calendar days per rolling calendar year. A nurse may be required to utilize available PTO time as a condition of leave, but the leave will otherwise be unpaid. If leave is granted, the Medical Center will continue to offer benefits to the nurse at the same cost charged to other employees for the length of the leave.

#### **ARTICLE 46 - STAFFING**

- A. 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.
- B. 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.
- C. Staffing Committee: The parties agree to each appoint members to a Staffing Committee 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.
  2. The Staffing Committee will meet 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. 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.

4. 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.
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 four times over the duration of this Agreement:
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.
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.
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.
9. The costs of mediation, if any, shall be divided equally between the Union and the Medical Center.
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.
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.

#### D. 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.

E. 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 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.

F. The manager on request will advise the nurse raising the concern the reasons for their decision. The Union may request a special conference.

- G. 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.

#### **ARTICLE 47 - NO STRIKE NO LOCKOUT**

- A. The parties to this Agreement mutually recognize that the services performed by the Medical Center and the work performed by nurses covered by this Agreement are essential to public health, safety, and welfare. It is the intent of the parties to settle disputes by the grievance procedure provided for herein.
- B. During the term of this Agreement or any extension thereof, there shall be no interruption of or interference with these services by nurses and/or the Union, nor will either of them promote, sponsor, engage in, or condone any strike, including any sympathy strike, slowdown, or concerted stoppage of work. In addition, during the term of this Agreement or any extension thereof, neither the nurses, the Union nor their agents shall engage in any picketing (including mass rallies at the Medical Center). When the Union receives notice that any act which constitutes a violation of this provision is occurring or threatened, it shall take immediate, positive action to stop or prevent the same. Violation of this provision by a nurse shall be cause for immediate termination or such lesser penalty as the Medical Center shall determine. It is understood, however, that the Union may grieve and if necessary, arbitrate the fact of whether a violation of this section occurred, but that shall be the sole issue for resolution in any such proceeding.
- C. It is further agreed that there shall be no interruption of or interference with services at the Medical Center by nurses and/or the Union, nor will either of them promote, sponsor, engage in, or condone any strike, including any sympathy strike, slowdown, or concerted stoppage of work in connection with any grievance that is subject to the grievance and arbitration provisions of this Agreement. In addition, neither the nurses, the Union nor their agents shall engage in any picketing for the purpose of protesting any dispute subject to the grievance and arbitration provisions of this Agreement.
- D. During the term of this Agreement or any extension thereof, the Medical Center shall not lock out nurses covered by this Agreement.

#### **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. After PTO requests and shift requests have been submitted, the scheduler shall balance the schedule by discussing unit needs with NPs directly. 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
  - iv. Schedule Period 4: September 1
- c. 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 4<sup>th</sup> 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 4<sup>th</sup> of July, on night shift, the NP will work the night of July 3<sup>rd</sup> and 4<sup>th</sup>.
- 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.
- 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. 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. 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. 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): \$2.00 per hour.
- 3. Alt Rate for Additional Shifts: Hourly rate plus \$5.00 per hour.
- 4. Annual Quality Incentive: 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 in writing.

### **ARTICLE 49 - SURGICAL SERVICES**

#### A. Paid Time Off and Work Scheduling for Surgical Services

- 1. The Operating Room, PACU, A6/Cath Lab, 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.
  - 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.
  - 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.
- 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.
- c. 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.
  - i. 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. 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.

- e. Vacation/time off requests for the weekend Baylor's 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.

### 3. 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. Spring break week;
  - b. The week including June 1<sup>st</sup> 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.

#### 4. IR

- a. Seniority Based Requests: Seniority based PTO requests shall be made three times a year:
  - i. January - April PTO requests are due by December 17;
  - ii. May - August PTO requests are due by March 1;
  - iii. September - December PTO requests are due by July 1.
- b. Additional Vacation Requests: Additional vacation day requests will be considered and granted on a first-in basis.
- 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 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

#### 5. A6/Cath Lab

- 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 and be passed to employees in order of bargaining unit seniority. 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. Two (2) staff members, not only RNs, 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. Spring Break;
- iv. The week of 4<sup>th</sup> 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. Additional Vacation Requests: Non-prime/non-summer weeks will be approved on a first-come, first-served basis.

## C. 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.

## 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. 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.

5. A6/Cath Lab

- a. 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.

**ARTICLE 50 - SALARIED & NON-BEDSIDE BARGAINING UNIT RNS**

- A. The following departments will be referred to as “non-bedside bargaining unit (BU) nurses”: Clinical Documentation Improvement, Clinical EHR Education, Clinical Quality, Staff Development, Structural Heart Clinic, Utilization Management, and Accreditation.
  - 1. The Medical Center shall pay salaried non-bedside bargaining unit nurses a base salary. These nurses are paid a salary based on an hourly wage times their budgeted FTE hours. They may be assigned to work beyond their normal schedule of hours as part of the position without an increase in compensation.
  - 2. Salaried non-bedside bargaining unit nurses are not paid differentials based on the time of day (afternoon or midnights) or day of the week (weekends) of work.
  - 3. Salaried non-bedside bargaining unit nurses must be paid their base salary for each week in which they perform any work with the following exceptions.

- a. The pay for a salaried non-bedside bargaining unit RN may be prorated during the initial and final weeks of employment (including weeks during which a nurse is recalled from layoff and laid off) when the nurse does not work the full week. However, the amount of the salary cannot be reduced based on the quantity or quality of the work performed.
  - b. If nurses are unable to work due to sickness (including any time off under the Family Medical Leave Act), disability or personal reasons, they must use their available banked paid time off as otherwise required by this Agreement. If nurses do not have sufficient banked time and the absence is a full day or more, their pay may be reduced below the base salary. If there is insufficient time and the absence is less than a full day, no deduction may be made.
  - c. Nurses may also have salary reduced for unpaid disciplinary suspensions of one or more full days imposed consistent with this Agreement.
  - d. With the exception of the above listed circumstances (and any others specified in this Agreement), salaried nurses must be paid their base salary for any week in which they perform any work. This means that their timesheet must reflect their full scheduled hours for any week in which they perform any work.
4. Extra Compensation. Nurses whose primary job is as a salaried employee would be eligible for additional straight time compensation if they work in an alternate hourly-paid classification. Based solely on the hours they work in the hourly capacity, they may qualify for overtime hours in excess of 40 in a week.

B. Scheduling for non-bedside bargaining unit RNs

1. All salaried non-bargaining unit RNs will be allowed to flex their time to meet the minimum hourly requirement of their FTE status within each two-week pay period at the discretion of the manager.
2. Attendance. Nothing in this article prevents the application of an attendance policy consistent with this Agreement.

C. Scheduled PTO for non-bedside bargaining unit RNs

1. Vacation and PTO requests will not be unreasonably denied as long as their respective department day to day operations are not negatively impacted. Nothing in this Section shall prohibit non-bedside bargaining unit nurses from arranging coverage amongst themselves to facilitate PTO or vacation requests. Vacation/PTO requests accompanied with appropriate coverage arranged by the requesting nurse will not be denied.



2. In the event the Medical Center wishes to modify or revoke this arrangement, the Medical Center must provide at least six (6) weeks' notice to affected nurses and the Association. The Association shall have the right to bargain over the effects of such decision during the notice period.
3. In the event any disputes or conflicts cannot be resolved, the nurse requesting a week block of time will be given preference over a single PTO day. If the requested time off is equivalent, preference shall be given to the nurse with the greatest bargaining unit seniority.

#### **ARTICLE 51 - ALTERNATIVE WORK ARRANGEMENTS**

- A. For nurses who do not provide direct patient care, the Medical Center may continue to offer alternate work arrangements, such as options to work remotely for all or part of a nurse's scheduled work assignment or to work alternative or flexible hours with the Medical Center's advance agreement, where appropriate for patient care and consistent with the Medical Center's assessment. Nothing in this Agreement is intended to abolish or limit the Medical Center's right to continue offering nurses such arrangements.
- B. Nothing in this Agreement will obligate the Medical Center to expand such arrangements. The Medical Center may also require that nurses come to the Medical Center as necessary for meetings, training, to cover for other employees, and other legitimate purposes.
- C. For new employees, the existing orientation/training policies of these department are to be followed. New employees are subject to meeting the requirements of their respective orientation policies in conjunction with manager approval prior to working remote independently.
- D. In the event the Medical Center proposes to discontinue an existing alternative work arrangement for a unit or department, it shall, absent emergent circumstances, provide at least six (6) weeks' notice to impacted nurses. The Medical Center shall then, upon request of the Union, bargain the effects of that decision.
- E. The Medical Center shall have the right to alter or discontinue an individual nurse's alternative work arrangement. The Medical Center shall not alter or discontinue an alternate work arrangement for an individual nurse for reasons that are arbitrary or capricious.

#### **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 \$100 payment per transport.

#### **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. This Section supersedes and replaces the previous Side Letter Re: Conference Attendance.

#### **ARTICLE 54 - STATE AND FEDERAL LAWS**

This agreement shall be subject to all present and future applicable federal and state laws and rules and regulations or executive orders of federal or state governmental authority. Should any provision or provisions become unlawful by virtue of the above or declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Medical Center and the Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision. Any change or amendment to this Agreement shall be in writing and duly executed by the parties hereto.

In the event Michigan law(s) prohibiting union security are repealed or modified, Article 5 – Payroll Deduction of this Agreement will be reopened for the purposes of bargaining in good faith over union security.

#### **ARTICLE 55 - SUCCESSORSHIP**

The Medical Center will provide the Union not less than thirty (30) days written notice of any planned sale or merger of the Medical Center.

## **ARTICLE 56 - TERMINATION**

This Agreement shall become effective at Midnight March 11, 2023 and remain in effect through 11:59 p.m. on March 10, 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.

MUNSON MEDICAL CENTER

MICHIGAN NURSES ASSOCIATION

Tara Titson

Nellon Decker, MSN RN

Renae Johnson

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[Signature] RN

[Signature]

Laura Shultz RN, BSN

[Signature]

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[Signature]

**Appendix A - WAGES**

\$	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
\$31.03	\$32.16	\$32.53	\$33.13	\$33.65	\$34.20	\$34.57	\$35.02	\$35.45	\$35.92	\$36.37	\$36.90	\$37.46	\$38.01	\$38.59	\$39.17	\$40.02	\$40.88	\$41.77	\$42.68	\$45.51
\$32.58	\$33.77	\$34.16	\$34.79	\$35.34	\$35.91	\$36.30	\$36.77	\$37.22	\$37.72	\$38.19	\$38.75	\$39.33	\$39.91	\$40.52	\$41.13	\$42.02	\$42.92	\$43.86	\$44.81	\$47.79
\$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	\$42.40	\$43.04	\$43.97	\$44.92	\$45.90	\$46.90	\$50.01

### **Side Letter Regarding Weekend Program**

Where weekend (“Baylor”) program nurses are to be utilized, the terms of the current program shall apply.

**Memorandum of Understanding Regarding Scheduling of Neonatal Nurse Practitioners**

Munson Medical Center (MMC) and Traverse City Munson Nurses Association (TCMNA or the Union) agree as follows:

In order to meet the needs of the Neonatal Nurse Practitioners as well as the Medical Center, the parties agree to change the language of Section D(1)(a) of Article 48 of the parties' Collective Bargaining Agreement to read as follows:

- a. 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.

**Michigan Nurses Association**

Patrick Tierney  
**Patrick Tierney**  
**Labor Representative**

11/17/2023

**Date**

**Munson Medical Center**

Nathan Greenhoe, MSN RN  
**Nathan Greenhoe**  
**Director, Human Resources**

11/17/2023  
**Date**

Memorandum of Understanding Regarding Union Security

Pursuant to Article 54 of the Collective Bargaining Agreement (CBA) between the parties, Munson Medical Center (MMC) and the ~~Traverse City Munson~~ Michigan Nurses Association (TCMNA) agree to the following modifications to Article 5 of the CBA:

ARTICLE 5 – UNION SECURITY & PAYROLL DEDUCTION

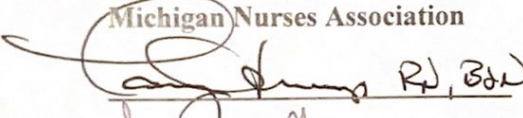
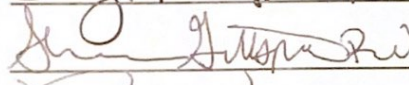
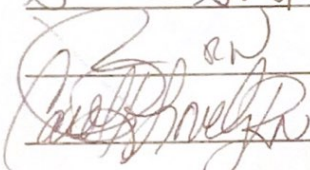
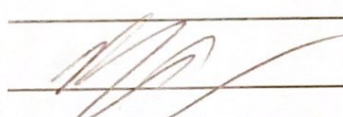
- A. As a condition of employment, all nurses in the bargaining unit must become members of the Association and pay the Association's periodic dues, or pay service fees, consistent with the applicable provisions of the law. All nurses who are not members of the Association as of the execution of this Memorandum shall become and remain members of the Association or pay a monthly service fee by April 5, 2024. All nurses hired after the execution of this Memorandum shall become and remain members of the Association or pay a monthly service fee on or before the 31<sup>st</sup> day following the beginning of their employment or April 5, 2024, 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 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 the Medical Center.
- ~~D. The provisions outlined in Sections A through C of this Article shall become effective on April 5, 2024~~
- E. 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.~~
- F. 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.
- G. 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



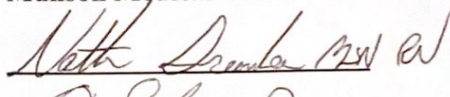
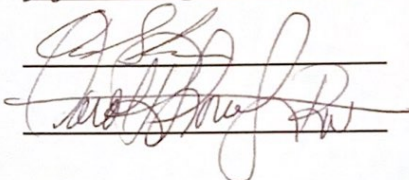
changes in the amount of the monthly dues or service fees must be certified in writing by the Union and delivered to the Medical Center at least 30 days prior to the first payday to be affected by the change.

- H. 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.
- I. 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.
- J. ~~Medical Center Held Harmless. The Union shall indemnify and hold harmless the Medical Center from any and all claims, demands, or any other actions arising from this Article.~~ Indemnification. The Association shall indemnify and save the Medical Center harmless from any and all claims, demands, suits, or any other action arising from the Medical Center's compliance with this Article including reasonable costs and attorney fees. To the extent possible, while preserving the attorney-client privilege and the attorney work product doctrine, counsel for the Medical Center will consult with counsel for the Association about defense of such claims, and will fully consider all input provided by the Association's counsel when formulating the Medical Center's legal strategy. To the extent possible, the Association and the Medical Center may enter into a reasonable joint defense agreement to allow them to collaborate on litigation strategy and resolution of the litigation.

Michigan Nurses Association

  
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Munson Medical Center

  
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