

# MNA at MyMichigan-Alma MI **NURSES** Association

Affiliate of National Nurses United and AFL-CIO

February 16, 2023 – February 16, 2026



## Collective Bargaining Agreement

# Michigan Nurses Association and MyMichigan Medical Center Alma

MI **NURSES** Association  
Affiliate of National Nurses United and AFL-CIO

**Execution Copy**

**AGREEMENT**

**Between**

**MYMICHIGAN MEDICAL CENTER ALMA  
300 East Warwick Drive  
Alma, Michigan 48801**

**and**

**MICHIGAN NURSES ASSOCIATION**

**February 16, 2023**

**through**

**February 16, 2026**

## Table of Contents

<u>Article</u>	<u>Page</u>
ARTICLE 1 Agreement.....	1
ARTICLE 2 Purpose and Intent.....	1
ARTICLE 3 Recognition .....	1
ARTICLE 4 Definitions.....	1
Section 1. Casual.....	1
Section 2. Regular Part Time Nurse .....	1
Section 3. Regular Full Time Nurse .....	1
Section 4. Probationary Nurses.....	1
ARTICLE 5 Management Rights .....	2
ARTICLE 6 Maintenance of Discipline .....	2
Section 1. Formal Counseling.....	3
Section 2. Written Warning .....	3
Section 3. Suspension .....	3
Section 4. Dismissal from Employment .....	4
ARTICLE 7 No Strike - No Lockout.....	4
ARTICLE 8 Association Security, Agency Shop, Dues and Check-off .....	4
Section 1. Association Membership and Security .....	4
Section 2. Payroll Deduction for Association Dues.....	5
ARTICLE 9 Representation.....	6
ARTICLE 10 Access by MNA Representatives.....	6
ARTICLE 11 Association Leave .....	6
ARTICLE 12 Role of the Nurse .....	7

Section 1.	Common Responsibility.....	7
Section 2.	Nursing Care .....	7
Section 3.	Work Directive.....	7
Section 4.	Emergency Situations .....	7
Section 5.	Auxiliary Services.....	7
Section 6.	Definitions of Functions .....	7
Section 7.	Analysis of Assigned RNs .....	7
Section 8.	Equal Treatment.....	8
ARTICLE 13	Staffing.....	8
Section 1.	Staffing Concerns Procedure .....	8
Section 2.	Staffing Guidelines .....	9
ARTICLE 14	Staff Development and Educational Meetings .....	10
ARTICLE 15	Orientation .....	10
ARTICLE 16	Evaluation .....	11
ARTICLE 17	Vacancies and Transfers .....	12
ARTICLE 18	Resignations.....	12
ARTICLE 19	Seniority.....	13
Section 1.	Definitions.....	13
Section 2.	Loss of Seniority .....	13
ARTICLE 20	Layoff & Recall .....	14
Section 1.	Layoff.....	14
Section 2.	Recall .....	14
Section 3.	Staff Reduction Days/Hours .....	14
ARTICLE 21	Grievance Procedure .....	15
Section 1.	Statement of Purpose .....	15

Section 2.	Definitions.....	15
Section 3.	Step One (Written) - Initiating a Grievance.....	15
Section 4.	Step Two .....	16
Section 5.	Step Three .....	16
Section 6.	Step Four – Arbitration .....	16
ARTICLE 22	Leave of Absence.....	17
Section 1.	FMLA .....	17
Section 2.	Non-FMLA Medical Leave of Absence .....	18
Section 3.	Personal Leave .....	19
Section 4.	Military Leave.....	19
Section 5.	Educational Leave.....	19
Section 6.	Bereavement Leave.....	19
Section 7.	Jury Duty.....	19
ARTICLE 23	Special Conference .....	20
ARTICLE 24	Mailbox, Bulletin Board, and Communications .....	20
Section 1.	Bulletin Boards .....	20
Section 2.	Communications and Mail Service.....	20
ARTICLE 25	Nursing Service Areas .....	20
ARTICLE 26	Subpoena Appearance.....	21
ARTICLE 27	Continuing Education .....	21
ARTICLE 28	Shift Arrangements and Scheduling .....	21
Section 1.	Pay Period .....	21
Section 2.	Shift Arrangements .....	21
Section 3.	Meal and Rest Periods .....	22
Section 4.	Shift Rotation .....	22

Section 5.	Scheduling Trading .....	22
Section 6.	Relief Replacement .....	22
Section 7.	Additional Work Opportunities .....	22
Section 8.	Mandatory Overtime .....	23
Section 11.	Sister Unit Staffing Model .....	24
ARTICLE 29	Wage and Salary Schedule.....	26
ARTICLE 30	Weekend Premium.....	27
ARTICLE 31	Overtime .....	27
Section 1.	40 Hours Per Week .....	27
Section 2.	Mandatory Overtime.....	27
Section 3.	No Pyramiding of Overtime Compensation .....	27
ARTICLE 32	Shift Differentials and Incentives .....	27
ARTICLE 33	On-Call and Call-Back Pay.....	27
ARTICLE 34	Paid Time Off (PTO) .....	28
Section 1.	PTO Accrual .....	28
Section 2.	Scheduling PTO for Time Off .....	29
Section 3.	Other .....	31
Section 4.	Sick Leave.....	31
ARTICLE 35	Holidays .....	32
Section 1.	Holidays .....	32
Section 2.	Holiday Benefit Payments .....	33
ARTICLE 36	Retirement Program .....	33
ARTICLE 37	Insurance .....	34
ARTICLE 38	Mileage Reimbursement .....	34
ARTICLE 39	Tuition Reimbursement .....	35

ARTICLE 40 Professional Certification/Education Incentive Pay .....	35
ARTICLE 41 Miscellaneous .....	36
Section 1.    Non-Discrimination .....	36
ARTICLE 42 Agreement.....	36
ARTICLE 43 Paychecks.....	36
Section 1.    Payroll Distribution.....	36
Section 2.    Payroll .....	36
ARTICLE 44 Inclement Weather .....	37
ARTICLE 45 Liability Coverage .....	37
ARTICLE 46 Agreement.....	37
ARTICLE 47 Term of Agreement.....	37
Signature Page .....	38
Appendix A – Staffing Guidelines .....	39
Appendix B – Incentive Participation Letter of Understanding .....	41
Appendix C – Uniform Policy Letter of Understanding .....	42
Appendix D – MyMichigan Health Funeral Leave Policy .....	43

## **ARTICLE 1**

### **Agreement**

An Agreement entered into February 16, 2023, by and between MYMICHIGAN MEDICAL CENTER ALMA, an affiliate of MyMichigan Health, 300 East Warwick Drive, Alma, Michigan, hereinafter referred to as “Medical Center”, and the MICHIGAN NURSES ASSOCIATION, hereinafter referred to as the “Association” or “MNA.”

## **ARTICLE 2**

### **Purpose and Intent**

The general purpose of this Agreement is to set forth terms and conditions of employment for the professional nursing staff represented in the bargaining unit. It is to promote orderly, peaceful and professional relations between the Medical Center and the MNA. Thus, it is also to serve the needs of the community. The parties recognize that the interests of the community and the job security of the professional nurses depend upon the Medical Center’s success in establishing good and proper services for the community. The parties agree that the total welfare of the patients is of paramount importance. Both parties pledge to devote their wholehearted and best effort to serving the patients of the Medical Center.

## **ARTICLE 3**

### **Recognition**

Collective Bargaining Unit - The Medical Center recognizes the Association as the exclusive bargaining representative, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all Registered Nurses of the Medical Center who are in the bargaining unit described as follows:

All full time and regular part time Registered Nurses employed by the Medical Center, but excluding casual, student employees, graduate nurses/interns/externs and all other employees, Health Education Coordinator, Infection Control Coordinator, the Director of Nursing, Assistant Directors of Nursing, and all other supervisors within the meaning of the National Labor Relations Act.

## **ARTICLE 4**

### **Definitions**

Section 1. Casual. A casual nurse is a nurse who does not work on a regular schedule and who does not have standard hours, and who is not in the bargaining unit.

Section 2. Regular Part Time Nurse. A regular part time nurse is a nurse with standard hours less than 70 hours (.875 FTE) or more per pay period.

Section 3. Regular Full Time Nurse. A regular full time nurse is a nurse with standard hours of at least 70 hours (.875 FTE) or more per pay period.

Section 4. Probationary Nurses. Registered Nurses shall be deemed a probationary nurse for 90 days from the date of hire into a Registered Nurse position. The Medical Center may extend



the probationary period for an additional 30 days. The Medical Center will notify the MNA of such an extension. It is understood that while probationary nurses are members of the bargaining unit and are covered by provisions of this labor agreement, the grievance procedure as it relates to discipline/termination may be processed through Step Three of the Grievance Procedure.

## **ARTICLE 5**

### **Management Rights**

The management of the Medical Center shall have the sole and exclusive right to manage and operate the Medical Center, including all of its operations, activities and the direction of its working force of employees, with the right to hire, suspend, discipline, discharge for cause, promote, demote, assign, transfer, layoff, recall or relieve employees from duty for other legitimate reasons and to maintain discipline and efficiency among employees, to decide the number of employees, to establish or amend Medical Center policies, rules, and regulations, and procedures to determine the type and scope of services to be furnished to patients and the nature of the facilities to be operated, to establish and change schedules of operation and to determine the methods, procedures and means of providing services to patients. Deciding the nature and extent of work, number of jobs, job content and structure, number and qualification of employees. The Medical Center shall also have the right to introduce new or improved working methods or facilities.

To improve the patient experience, the Medical Center will have the sole right to decide the color of the scrub worn by registered nurses in order for patient to identify each employee's role. In addition, for new hires only, if RNs use the Employer's approved vendor to purchase scrubs, upon ratification the Medical Center will provide two uniforms (two tops, two pants and one jacket) for newly hired Full-Time and Part-Time bargaining unit employees, hired on November 1, 2019 and thereafter, and the Side Letter attached as Appendix C will continue to apply.

RNs will be able to wear a solid color shirt of their choosing under the required scrub.

Should the vendor approved at the time of this agreement need to be changed, both parties agree to meet and jointly determine a new vendor for embroidery of the Employer's logo if reasonably possible to do so. RNs may wear individualized scrub caps, badge pulleys, shoelaces or other appropriate items so long as those items are not inconsistent with MyMichigan's uniform policy, workplace rules prohibiting discrimination and harassment, or MyMichigan's corrective action rules of conduct and disciplinary policy or interfere with patient care. MyMichigan shall not discriminate against the union in such policies.

The above-defined Management Rights shall not be exercised in contravention of any express provision of the Agreement.

## **ARTICLE 6**

### **Maintenance of Discipline**

The success of the Medical Center is directly related to the ability and conduct of each and every employee working together for the good of the patient. At all times therefore, employees are required to exercise good technical skills, excellent patient relations and common sense in the performance of their job duties and associations with other employees, Medical Staff, visitors, and patients. The Medical Center's intent in providing this procedure is to help employees avoid

making repeated mistakes and breaking the standards of conduct. Progressive discipline is used for correction, education and improvement of performance. Discharge occurs when there is not sufficient improvement in performance or behavior, or when the violation is too severe or disruptive in nature to be tolerated.

To achieve this endeavor, the Medical Center agrees to provide the MNA with a draft copy of changes, additions or modifications of new disciplinary or attendance rules prior to publishing them, and will listen to any input the MNA, represented by the Association, may provide regarding these changes, additions or modifications prior to publishing them. If a dispute arises between the parties over the reasonableness or application of such new work rules in their entirety, or specific clause(s) or provision(s) thereof, said dispute shall be subject to the Grievance Procedure. The parties agree that seeking input does not mean formal negotiations over such rules or their applications. The parties also agree to publish and communicate such rules to all Registered Nurses so they have knowledge and understanding of them and may pro-actively seek to refrain from violating standards.

The disciplinary system will include:

Section 1. Formal Counseling. An employee will generally receive a formal counseling for the first occurrence of unsatisfactory job performance, violation of the Rules of Conduct, Medical Center rules, policies or practices. Such warning will be documented and placed in the employee's personnel file.

Section 2. Written Warning. An employee will generally receive a written warning for a second occurrence of unsatisfactory job performance, violation of Medical Center rules, policies or practices within a twelve-month period. A written warning may also be given for a first occurrence of unsatisfactory job performance, violation of Medical Center rules, policies or practices if, in the judgment of the Medical Center, the relevant circumstances indicate a written warning is appropriate. Such written warning will be placed in the employee's personnel file.

Section 3. Suspension. An employee will generally receive a suspension for unsatisfactory job performance, violation of Medical Center rules, policies or practices, which occurs within twelve months after a formal counseling or written warning. An employee may be suspended for the first occurrence of unsatisfactory job performance, violation of Medical Center rules, policies or practices if, in the Medical Center's judgment, the relevant circumstances indicate that a suspension is appropriate. An employee may also be suspended in contemplated discharges or pending investigation of the employee's conduct giving rise to consideration of disciplinary action.

Beginning immediately with notification of suspension, the employee will be considered off the payroll and no further time or earnings will accrue or accumulate. Should the employee be justifiably reinstated through the grievance procedure or through administrative action, retroactive pay for all actually scheduled hours missed due to such suspension will be made. The Medical Center may suspend an employee from work without pay, not to exceed one (1) week, as a means of disciplinary action for violation of those articles which constitute cause, as set forth in Section 4.

Section 4. Dismissal from Employment. An employee may be dismissed for unsatisfactory job performance, violation of Medical Center rules, policies or practices, which occurs while a nurse is at a suspension level of discipline or during an applicable Action Plan Period.

The Medical Center may discharge any employee for cause, and depending on the circumstances or infraction, without prior notice or discipline

Section 5. Employees have the right to the presence of an MNA representative at a meeting under this Article, if the employee so requests. The Medical Center will inform employees of the right to have an MNA representative present at a meeting under this Article. However, the employee is not required to have an MNA representative at a disciplinary meeting. If an MNA representative is requested and not available, the disciplinary meeting shall be delayed until such time that a representative is available. However, the delay should not be more than 12 hours, unless otherwise mutually agreed upon. The Medical Center will provide a copy of any disciplinary action taken as a result of Article 6 to the MNA President.

Section 6. When compounding progressive discipline, the Medical Center will discipline the employee at the next higher step of discipline that the employee had reached in the immediately preceding twelve-month (12) period. Twelve (12) months after a discipline, that discipline will become inactive and will not be considered in compounding discipline.

## **ARTICLE 7**

### **No Strike - No Lockout**

It is recognized that the needs for care and proper treatment of patients in the Medical Center are of paramount importance, and that there should be no interference in such care and treatment. Adequate procedure having been provided for the equitable settlement of grievances arising from this Agreement, the Association agrees that there will be no suspension of work through strikes, picketing, slowdown, refusal to handle or take care of any patients, or other activities that may disturb or interfere with welfare of patients. The Medical Center agrees not to lockout the employees.

The Medical Center shall have the right to discipline or discharge any employee who violates this Article and the Association agrees not to oppose such action. It is understood, however, that the Association shall have the recourse to the grievance procedure on any action taken by the Medical Center as a result of an alleged violation hereof, provided, however, if arbitration is involved, the arbitrator shall be limited to the questions of whether the employee did or did not violate this Article.

## **ARTICLE 8**

### **Association Security, Agency Shop, Dues and Check-off**

Section 1. Association Membership and Security.

- A. The decision of an employee who is in the Michigan Nurses Association bargaining unit to elect to remain or become a member of the Union, or not, is at the sole discretion of the employee. RNs may choose to become members of the

Association at any time during their employment. Nothing in this section changes the length or term of the probationary period identified in this Agreement.

- B. The Association and the Medical Center agree that neither will engage in, support, nor condone behavior of a coercive or harassing nature in regard to exerting undue/unwanted influence or pressure upon any individual regarding their decision concerning union membership.
- C. Names and addresses of nurses employed and covered by this Agreement shall be furnished to the President of the Staff Council by the Medical Center upon hire or transfer in to the bargaining unit.

Section 2. Payroll Deduction for Association Dues.

- A. The Medical Center will deduct from the salaries of nurses, dues for the Michigan Nurses Association, constituent associations, and the local staff council. Authorization for said deduction shall be signed by all nurses employed by the Medical Center.
- B. Individual authorization forms shall be furnished or approved by the Association and when executed, filed by it with the business office of the Medical Center.
- C. Authorizations filed shall become effective with the first paycheck in the month following the filing of the authorization.
- D. Deductions under this Section will be deducted equally per the bi-weekly pay check.
- E. The Association and/or the Staff Council shall, thirty (30) calendar days in advance of the start of each Medical Center fiscal year, give written notification to the business office of the amount of the dues for the Michigan Nurses Association, constituent associations, and the Staff Council which are to be deducted. The amounts of deductions for these dues shall not be subject to change during the entire fiscal year except for one (1) mid-year adjustment upon the Association and/or the Staff Council providing the business office with thirty (30) calendar days' notice of such change.
- F. Dues deducted shall be sent to the Association at its office at 2310 Jolly Oak Road, Okemos, Michigan 48864 promptly, under procedures to be established by the Medical Center.
- G. The Association and the Staff Council shall hold the Medical Center harmless for any and all claims that may be asserted against the Medical Center as the result of any dues deductions made pursuant to this Agreement. The Medical Center shall be responsible for making the deduction authorized by the Association and the Staff Council.

- H. The Medical Center agrees to deduct from the salaries of nurses covered by this Agreement the Association dues and Staff Council dues, or equivalent service charge, in accordance with standard authorization forms used by the Association or the Staff Council.

## **ARTICLE 9**

### **Representation**

Bargaining Unit members, who serve as MNA officers, stewards, or alternates, shall not suffer loss of pay during their scheduled hours of work for necessary and reasonable time spent by such member engaged in the investigation or processing of grievances. The member shall first notify and obtain permission to leave the assigned work from the member's immediate supervisor and shall later report in when the representation duties are concluded. This Article shall not apply to more than one (1) bargaining unit member on a particular shift when engaged in processing the same grievance.

The names of the MNA officers, Association labor representatives, stewards shall be certified in writing by the MNA to the Medical Center in advance of their functioning as such.

## **ARTICLE 10**

### **Access by MNA Representatives**

MNA representatives, after first obtaining permission from the Medical Center's Vice President of Nursing or designee, may visit the working areas of the Medical Center where the nurses they represent are located for the purpose of representing such Registered Nurses in the investigation of grievances, at reasonable intervals during working hours, provided that such visits shall be conducted in a professional manner and the MNA representatives shall avoid neglect, disturbances or other interference with patients' care or comfort or nurses work.

MNA may request space from the Medical Center for the purpose of conducting membership meetings and other union functions. Such requests shall not be unreasonably denied.

## **ARTICLE 11**

### **Association Leave**

Members of the MNA selected or elected to attend a function of the Association, such as conventions or educational conferences, will be allowed time off provided reasonable notice is given and the personnel requirements of the Medical Center can be met as determined by the Vice President of Nursing or designee.

Up to two (2) RN's designated by the MNA who are not on the same unit may take off one weekend per year for an association function and they must submit the dates before the schedule comes out

subject to management approval. This time shall not count in the calculation of weekends allowed off per year.

## **ARTICLE 12**

### **Role of the Nurse**

Section 1. Common Responsibility. The Medical Center, as a community institution, and the Registered Nurse share the common responsibility of providing to the citizens nursing care which is safe, adequate and reflective of the profession of the Registered Nurses.

Section 2. Nursing Care. The Medical Center recognizes that Registered Nurses are responsible for the direct and/or indirect total nursing care of the patients during working hours. In recognition of the professional RNs' scope of practice, the Medical Center will instruct auxiliary personnel in each nursing unit regarding the RNs' role, responsibility, and authority for the direction of patient care and personnel of the nursing unit.

Section 3. Work Directive. The parties agree that the Registered Nurse shall have authority, subordinate to the nurse in charge, Nurse Manager and Shift Manager, for directing the work of the auxiliary personnel, licensed practical nurses, aides, technicians, clerks and other personnel in the nursing department.

Section 4. Emergency Situations. The parties agree that the Registered Nurse will, in emergency situations, take immediate action for the care and safety of the patient. By virtue of the Medical Center's unique responsibility to the community, emergency situations may require that Registered Nurses perform duties outside their normal activities. An emergency situation may only be declared by the Incident Commander, Vice President of Nursing or President when a local, regional or state emergency is declared.

Section 5. Auxiliary Services. The parties agree that certain required auxiliary services, which are necessary for providing total patient care, but not necessarily involved in the practice of nursing, are routinely assigned to other facility employees. Such activities include the delivery of meals, housekeeping after patient discharge, cleaning service rooms of the unit, dispensing and delivery of drugs to a unit and the ordering of floor supplies, answering of phones, making follow up appointments, consults, letting patients and visitors on/off the unit, and all other duties typically assigned to the unit assistant. It is recognized however that, in the provision of total patient care, occasions arise when these activities must necessarily be performed by the Registered Nurse, however such duties shall not be regularly assigned to RNs.

Section 6. Definitions of Functions. The Medical Center will make every reasonable effort to implement the above definitions of functions and responsibilities so that maximum utilization can be made of the Registered Nurse's training and competency.

Section 7. Analysis of Assigned RNs. The Medical Center, in accordance with this Agreement, will analyze and assign nursing duties, activities and responsibilities to assure that the professional skills, talents, abilities and capacities of nursing personnel are being utilized at a high level and to the full extent for optimum patient care. This analysis will consider to the appropriate extent the problems of the nursing profession, the problems of Medical Center management and will put central emphasis on the needs of the patients and the community.

Section 8. Equal Treatment. Registered Nurses working for the Medical Center shall be treated equally, irrespective of whether they possess a BSN, for all purposes under this agreement, including but not limited to bidding on new positions, awarding of positions, layoff and/or recall.

## **ARTICLE 13**

### **Staffing**

#### **Philosophy:**

The Medical Center has as its core values – safety and quality. Its mission and vision require relationship-centered care. How medical care is provided, the technology that is available, and the model of care continue to evolve. The parties remain committed to staffing ratios that provide high quality care to patients. The parties recognize that what staffing ratios are in any department and what ratios 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 RNs with a meaningful voice in ensuring appropriate staffing ratios, recognizing the RN’s professional judgment and ability to assess patient needs, RN workloads, caregivers that are available at the time of care, and within the financial resources available. The staffing guidelines for each department and/or unit shall be posted and copies will be provided to the Association.

#### **Section 1. Staffing Concerns Procedure.**

##### **1. Step 1 – Discussion with Manager.**

When a staffing issue or a complaint in a specific patient care area arises, the Registered Nurse will discuss the concern with the immediate assigned Shift Supervisor and/or Department Manager. A Union representative may be involved in the discussion if requested by the nurse. Once the Manager or designee is notified, they will communicate a verbal response within a reasonable amount of time.

##### **2. Step 2 – Concern Form.**

If not resolved at step 1, the RN may complete an Assignment Concern Form within five business days of the facts giving rise to the concern, and then provide a copy of the Form to the RN’s Department Manager along with specific factual information necessary to support the concern. The concern/issue will then be addressed at the monthly “Staffing Committee” meeting.

##### **3. Step 3 – Monthly “Staffing Committee” Meeting.**

The Employer will establish a “Staffing Committee” to include representatives from Management and representatives from the Association. This committee will work collaboratively to resolve staffing issues and / or concerns.

One (1) Management representative and one (1) RN representative will collaborate to create the agenda prior to each meeting. Additionally, meeting minutes will be taken for each meeting.

Depending on the agenda item(s) of any given meeting, Management and / or the RN Representatives may invite two (2) additional management and/or “ad hoc” RNs for any given meeting.

The “Staffing Committee” meeting will not last for more than one (1) hour. RN representatives or “ad hoc” RN representatives will be paid for up to one (1) hour for which they are in attendance at the meeting.

4. Step 4 – Union/Management Meeting / Special Conference Meeting.

If a resolution cannot be achieved at Step 3, the RN may present the staffing concern, and all relevant information related to the staffing concern, at the next scheduled Union/Management meeting or at a Special Conference meeting. The MNA representatives and Executive Nursing Leadership (i.e. Vice President of Nursing and Director of Nursing), along with other Nursing Management as appropriate, will discuss the staffing concern and work to achieve a resolution.

5. Step 5 – See Section 2: Staffing Guidelines.

If a resolution cannot be achieved in Step 4, see Section 2: Staffing Guidelines.

Note: The above procedure will be utilized for Staffing Guideline concerns. The Grievance Procedure, as outlined in Article 21, will not be utilized for Staffing Guideline concerns.

Section 2. Staffing Guidelines.

During the term of this Agreement, before the Medical Center changes the Staffing Guidelines from those in place at the time that this Agreement is ratified, the Medical Center agrees to present factors it deems significant based on Medical Center’s reasonable business judgment (e.g., economics, changes in patient population, or changes / advancements in how patient care is provided) that support the changes.

Whenever the Staffing Guidelines are slated to be changed, Executive Nursing Leadership, along with Nursing Management as appropriate, will bring this change to a quarterly Union/Management meeting or Special Conference meeting at least 30 days before the implementation of a permanent change. The Vice President of Nursing and the Director of Nursing, along with other Nursing Management as appropriate, will be in attendance at the meeting. Prior to the meeting, management shall provide a brief statement of justification for the proposed Staffing Guideline changes and include information that supports the change (e.g. if the Medical Center desires to make changes based on economics, it will provide financial information).

Nothing in this provision, however, limits the Medical Center’s right to implement an immediate temporary change in Staffing Guidelines based on the Medical Center’s business judgment and/or operational need.

In the event permanent Staffing Guideline changes are brought to a Union Management meeting or Special Conference Meeting, and the local MNA President disagrees with the proposed changes



and the issue cannot be resolved, the parties agree to engage in non-binding mediation to work towards a mutual resolution.

If mediation regarding a Staffing Guideline change is unsuccessful, the parties may request arbitration under Article 21, Step 4. The arbitrator will consider only whether the Medical Center exercised its discretion to change staffing guidelines in accordance with this article. The arbitrator's power shall be limited to restoration of the Staffing Guidelines on a prospective basis only. The Arbitrator shall have no power or authority to award damages or other monetary awards associated with any change in Staffing Guidelines made by the Medical Center.

Upon expiration of this Agreement, the provisions governing staffing guidelines shall not continue and any Medical Center or Association obligations under this provision shall terminate unless the parties mutually agree otherwise in a signed written agreement.

#### **ARTICLE 14** **Staff Development and Educational Meetings**

Within the limits of scheduling and funds available, the Medical Center will encourage attendance by Nurses at educational meetings where attendance is likely to increase the competency or otherwise benefit a nurse in professional capacity and hence, benefit the Medical Center.

The MNA shall periodically make recommendations to the Medical Center's Vice President of Nursing or designee, regarding education meetings where attendance by nurses is desirable and may submit names of persons who might attend.

In the discretion of the Medical Center's Vice President of Nursing or designee, Nurses may be given time off without loss of pay to attend such educational meetings and within the limitations of the Medical Center's funds for employee's attendance at the professional meetings, may also be reimbursed for out-of-pocket expenses incurred in such attendance.

A nurse who has received financial support for attendance at an educational meeting, conference or seminar, will share the information, if requested, in some manner with colleagues.

Registered Nurses shall have at least fourteen (14) days to complete any required electronic learning courses.

#### **ARTICLE 15** **Orientation**

The Medical Center and the MNA jointly recognize the need for an orientation program for new and current employees sufficient to impart the necessary skills and experience to safely perform assigned duties. The MNA agrees to cooperate fully with the Medical Center orientation program for nurses.

Orientation shall be assigned by the Vice President of Nursing or designee and may include classroom time and co-assigned work under the direction of a qualified health professional. Nurses shall be assigned duties which are consistent with the scope of their education and training, work experience, and orientation.

If an RN is on orientation, the following staffing guidelines shall apply:

- 1) Following classroom orientation, for the first four (4) weeks of a nurse's orientation on the unit, a nurse within one year of passing his/her boards will not be pulled off of orientation and given a patient assignment.
- 2) A nurse with previous acute care experience may be pulled off of orientation and given a patient assignment on a unit he/she has previously worked.
- 3) A nurse with prior Medical Center experience on another unit may be pulled off of orientation and given a patient assignment on their prior unit.

However, a nurse cannot be pulled and used as core staff if they have not worked the unit in the previous six (6) months.

Members of the MNA may meet with nursing administration as mutually agreed upon to discuss the content of the orientation programs and make suggestions relative to the content of the program.

The hospital shall notify the MNA President when a bargaining unit RN begins employment. The MNA President or his/her designee can schedule a 1:1 meeting with the new hire for up to thirty (30) minutes within 45 days of the new hire's start date. Any such meeting must be coordinated with and approved by the appropriate leader. A proposed time shall not be denied if it does not interfere with patient care.

The hospital shall not hire nurses with less than 1 year of RN experience into float positions.

## **ARTICLE 16**

### **Evaluation**

It is understood that the Medical Center has primary responsibility for providing competent supervision and evaluation procedures. In addition, the parties recognize that an evaluation is a requirement of The Joint Commission.

The Registered Nurse will be evaluated based on her/his level of success in meeting the standards of the job as stipulated in the criteria based job description applicable to the position held by the Registered Nurse and in meeting the mission, vision, and values set by the Medical Center.

Nurses shall acknowledge such evaluation by written or electronic signature; however, such signature will imply neither agreement nor disagreement with evaluation. Upon request, a copy of such evaluation shall be given to the nurse at the time the evaluations are made.

If a nurse is in disagreement with the evaluation, the nurse may provide a written dissenting opinion which will be filed with the evaluation.

Evaluations shall not be used to withhold or delay any wage or benefit provision.

**ARTICLE 17**  
**Vacancies and Transfers**

When job openings occur, Registered Nurses shall be permitted to indicate a desire to be considered for vacancies in the following manner:

- A. A job will be considered vacant when it is a newly created job or when the employee holding the job has quit, is discharged, retired, or transferred and the need to fill the position continues as determined by the Medical Center.
- B. A vacancy will be posted online for ten (10) calendar days for bargaining unit employees. First consideration will be given to non-probationary employees who have completed orientation working within the Unit in which the vacancy exists. Secondary consideration shall be given to hospital seniority. The Medical Center may consider an individual currently employed by the Medical Center who meets the requirements as set forth on the job posting, however unit and hospital seniority shall govern as stipulated above. The Medical Center has the right to select the most qualified candidate based on skills, qualifications, attendance, disciplinary record and prior evaluations. Bargaining unit seniority will control only when two or more candidates are judged equal with regard to these selection criteria. Individuals who are not presently employed by the Medical Center may be hired when there is no qualified internal candidate. Casual nurses are not considered members of the bargaining unit for the purpose of this contract. Additionally, Casual Nurses are to select their shifts on the electronic scheduling system after Regular Full Time and Regular Part Time Nurses hours have been posted.
- C. When a nurse is assigned to a position, as a result of successfully applying for same, the Medical Center has no obligation to consider a new application from the nurse until serving six (6) months in that position.
- D. A nurse who is awarded a position in another unit and/or shift shall be placed in the awarded position/shift within 90 days whenever possible provided it does not create a patient safety issue. When a nurse transfers to another unit and/or shift, s/he will have two (2) weeks on the new unit and/or shift to transfer back to her/his former position or shift. Also, during this two (2) week period if the Medical Center believes the nurse cannot be successful on the new unit and/or shift, the nurse will be transferred back to her/his former position or shift. A nurse shall be permitted to exercise this option only once in any twelve (12) month period.

**ARTICLE 18**  
**Resignations**

At least four (4) weeks written notice of resignation of employment shall be given by Registered Nurses. A nurse who has provided written notice shall be expected to work a regular schedule for the duration of the notice provided that the nurse is not at that time on an approved leave. Failure to do so will result in the loss of payment for accrued time off. If the nurse fulfills their

employment obligations during the notice period, then a paycheck for the balance of their accrued time off will be issued within two (2) pay cycles following their last regular paycheck.

## **ARTICLE 19**

### **Seniority**

Section 1. Definitions. Seniority among nurses shall be comprised of two (2) categories: (1) Medical Center seniority, and (2) Bargaining Unit seniority.

Medical Center Seniority is defined as the length of time a Registered Nurse has been continuously employed by the Medical Center in any capacity, i.e., since the last date of hire subject to the probationary period. Upon expiration of the probationary period, the seniority shall be retroactive to said last date of hire. Medical Center seniority shall apply in the determination of benefits.

Bargaining Unit Seniority is defined as the length of time a Registered Nurse has been employed by the Medical Center as a nurse in this bargaining unit, after completion of the probation period. Upon completion of such probationary period, seniority shall be retroactive to the date the nurse was most recently employed as a member of this bargaining unit. Bargaining Unit Seniority shall apply to determine scheduling of paid time off, layoffs and recalls. When two or more nurses have the same bargaining unit seniority date, seniority order shall be determined by the nurses Medical Center seniority and then by the last four digits of the nurse's social security number. The highest number will be most senior.

Section 2. Loss of Seniority. A Registered Nurse shall lose Medical Center seniority, job seniority and employment with the Medical Center for the following reasons:

- A. Termination.
- B. Discharge and the discharge is not reversed through the procedure set forth in this Agreement.
- C. Failure to return to work within seven (7) days when recalled from layoff.
- D. Acceptance of other employment while on leave of absence.
- E. Failure to return to work from an approved leave of absence.
- F. If layoff reaches the same length as the nurse's period of seniority or six (6) months, whichever is shorter.
- G. If an employee is on an approved leave of absence for a period of more than twelve (12) months.
- H. Absence from work for more than three (3) consecutive scheduled workdays without notice to the Nursing Office or the Shift Supervisor.

**ARTICLE 20**  
**Layoff & Recall**

Section 1.     Layoff.

- A.     The word “layoff” means a reduction in the working force.
- B.     In the event it becomes necessary for layoff, the Medical Center shall meet with MNA representatives prior to the effective date of layoff. At such meeting, the Medical Center shall submit a list of the number of Registered Nurses scheduled for layoff, their names, Medical Center seniority, bargaining unit seniority, job titles and work locations. Then, those nurses scheduled for layoff shall also be notified. The Medical Center may then proceed with the implementation of the layoffs.
- C.     Registered Nurses to be laid off will receive at least five (5) calendar days prior notice or pay in lieu of notice.
- D.     A layoff will be accomplished by the Medical Center on the basis of bargaining unit seniority and nurse skill and ability. In case of ties, the nurse with the lowest last 4 digit social security number will be laid off first.
- E.     Medical Center and Bargaining Unit Seniority will not accumulate while a nurse is on layoff.

Section 2.     Recall.

- A.     If the work force is increased after a layoff, nurses will be recalled in the reverse order of layoff, provided that the nurses recalled are qualified to do the job for which they are recalled. Qualified means the nurse can perform the duties of the position with an orientation period not to exceed three (3) days.
- B.     Registered Nurses with Bargaining Unit Seniority shall retain the right to be recalled to a position for which they are qualified within a period not to exceed six (6) months from the date of layoff.
- C.     If a nurse declines an offer of recall to a position with the same number of hours and equivalent pay rate to the position from which the nurse was laid off, the nurse will be considered as having resigned without proper notice. If a nurse declines an offer of recall to other positions, the nurse will be considered as having resigned with notice.

Section 3.     Staff Reduction Days/Hours. In the event it is necessary to reduce staffing on a short-term, temporary basis, other than a layoff as described in this Article, the Medical Center may assign nurses staff reduction days/hours as may be appropriate. Reduction in hours will first look to see if anyone is working above their bid hours on that shift that have been awarded via the electronic scheduling system (this includes peri-op nurses who had been called in or called back to work on the adjacent shift), if so, they would be the first to be sent home; such nurses will be canceled for the entire shift, but may volunteer to be placed on call. Then, it would be offered on

a voluntary basis by unit based on bargaining unit seniority, regular full time and part time nurses, and then casuals. In the event that all units have the appropriate staff and float nurses are also scheduled to work, staff reduction will be offered on a voluntary basis hospital-wide by bargaining unit seniority. During the course of a shift, when voluntary staff reduction occurs, it shall be done on a per unit basis. Mandatory staff reduction days will be assigned based on bargaining unit seniority, in inverse order, on a rotating basis, and on a per unit basis. Mandatory staff reduction hours may be assigned at beginning of a shift or to terminate a shift. A nurse who receives a mandatory staff reduction may volunteer to be placed on call. Nurses who receive a voluntary staff reduction may be placed on call for the balance of their scheduled shift at the option of the nurse manager and RN involved. In the event that the nurse offered the voluntary reduction cannot accept to be placed on-call, that nurse will not be offered voluntary staff reduction and management may go to the next eligible person to make the offer of voluntary staff reduction.

## **ARTICLE 21**

### **Grievance Procedure**

Section 1. Statement of Purpose. The parties intend that the Grievance Procedure shall serve as a means for the peaceful settlement of disputes concerning this Agreement.

The parties to this Agreement shall make copies available to each other, upon request, of any relevant information for the processing and/or adjustment of grievances.

The parties seek to secure, at the earliest time possible, equitable solutions to complaints or grievances. This procedure is intended to provide for due process. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

Section 2. Definitions. A “grievance” is a complaint alleging that there has been a violation of a provision of the Agreement which has been submitted within ten (10) days of the date of the occurrence of the event on which the grievance is based or within ten (10) days of the date the nurse reasonably could have known of the event on which the grievance is based.

The term “days” in this Article shall mean calendar days excluding Saturday, Sunday and holidays.

“Grievant” refers to the party filing the complaint who may be one (1) member, a group of members or the MNA itself. “MNA representative” refers to a member of the MNA having the authority to process grievances.

Specified time limits are to be considered as maximum but may be extended by mutual agreement. Any grievance not answered by the Medical Center within the time limit shall be moved to the next step. Failure on the part of the grievant to meet a time limit shall be deemed to be acceptance of the Medical Center’s last answer.

When the MNA is the grievant, the grievance shall be initiated by submitting it in writing to the Vice President of Nursing within the ten (10) day time limit expressed under paragraph 1 of Step One. Such MNA grievances shall be entered at Step Two of the grievance procedure.

Section 3. Step One (Written) - Initiating a Grievance. A nurse with a grievance shall first discuss the matter with the appropriate Nurse Manager for possible resolution no later than ten

(10) days from the date of the occurrence of the event upon which the grievance is based and no later than ten (10) days from the date the nurse reasonably could have known of the event on which the grievance is based. The nurse shall have the right to have an MNA Representative present at such discussion if she/he so requests. The Nurse Manager shall issue a written response within five (5) days, excluding holidays and weekends, from the date the matter was first discussed with the grievant.

If the response of the Nurse Manager does not resolve the matter, the complaint may proceed to Step Two (2).

Section 4. Step Two. Any grievance remaining unresolved at the conclusion of Step One may be submitted in writing by the grievant to the Vice President of Nursing or designee within ten (10) days of the receipt of the verbal response given under Step One. The Vice President of Nursing and MNA representative shall hold a meeting within seven (7) days, excluding holidays and weekends, from the receipt of the written grievance. The meeting shall be attended by the Vice President of Nursing or designee and MNA representative or designee plus other appropriate management person(s), the grievant(s), MNA representative(s), and any other persons mutually deemed appropriate and who have information bearing on the matter. The purpose of the meeting is to review the issue and attempt resolution.

The Vice President of Nursing or designee shall send a written response to the MNA within five (5) days, excluding holidays and weekends, of this meeting.

Section 5. Step Three. Any grievance remaining unresolved at the conclusion of Step Two may be submitted in writing by the grievant to Labor Relations or designee within fifteen (15) days of the receipt of the written response given under Step Two.

Grievances involving suspension and/or termination will automatically be advanced to Step Three of the grievance procedure.

The Labor Relations representative or designee and MNA representative shall hold a meeting within ten (10) days, excluding holidays and weekends, of receipt of the written grievance. The MNA may designate the appropriate number of people, no more than two (2) excluding the grievant to attend the meeting as an MNA representative. Association representatives may also attend this meeting with prior notice to the Labor Relations designee. Other management people may attend this meeting, if desired by the Vice President of Nursing or designee. The purpose of the meeting shall be to attempt resolution and to review the areas of disagreement. Labor Relations shall give a response in writing within ten (10) days, excluding holidays and weekends, of this meeting.

A grievance may be withdrawn by the grievant at any time. Once withdrawn the matter may not again become the subject of a grievance under this provision.

Section 6. Step Four – Arbitration. The Association has sole authority to determine if a grievance will proceed to the Arbitration step. The Association shall notify Labor Relations or designee within thirty (30) days of the Step Three response if it elects to refer the grievance to arbitration.

The Association and the Medical Center shall attempt to select an arbitrator by mutual agreement. If an arbitrator cannot be selected by mutual agreement, the Association shall request an arbitration panel of National Academy Arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will follow the rules of the FMCS in the selection of the arbitrator. The Procedures of FMCS shall apply to Step Four grievances.

The Arbitrator shall have no jurisdiction or authority to add to, subtract from, nullify, or modify any of the terms of this Agreement. Any question or matter outside of this Agreement shall not be the subject of arbitration. The decision of the Arbitrator shall be final and binding upon the parties when rendered upon a matter within the authority of the Arbitrator.

Unless it is mutually agreed to otherwise, each grievance shall be handled as a separate hearing, except that grievances arising out of identical sets of facts or the same incidents may, by mutual agreement, be heard together.

The cost and expense of the Arbitrator as a result of the arbitration hearing shall be borne equally by the parties. All other expenses incurred by either party shall be paid by the party incurring such expenses.

Section 7. No claim, including claims for back wages by a nurse covered by this Agreement or by the Association, against the Medical Center shall be valid for a period prior to the date the grievance was first filed in writing, unless the circumstances of the case made impossible for the grievant, the Staff Council, and/or the Association to know that grounds for such a claim existed prior to that date, in which case, the claim shall be limited retroactively to a period of sixty (60) days prior to the date the claim was first filed in writing.

## **ARTICLE 22**

### **Leave of Absence**

Section 1. FMLA. As required by the Family and Medical Leave Act (FMLA), MyMichigan Medical Center Alma will provide covered employees up to twelve (12) weeks in a rolling twelve (12) month calendar of paid and/or unpaid job protected leave for certain family and medical reasons. FMLA leaves can be taken on an intermittent or continuous basis. In all respects, leaves of absences under this section shall be administered and provided for in a manner consistent with the FMLA.

- A. Advance Notice: When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When the need for leave is not foreseeable, employees are required to provide notice of the need for leave as soon as practicable.

When the leave is needed for planned medical treatment, employees must attempt to schedule treatments so as not to unduly disrupt the Medical Center's operations. Failure to provide appropriate notice may result in the delay of leave.

- B. Coordination with Other Forms of Leave and Paid Time Off: An Employee on an FMLA leave that is not covered by Short Term Disability or Worker's



Compensation payments is required to use accrued RN Sick (if applicable), PTO to cover any scheduled work time missed before the leave can go unpaid.

The Medical Center requires Worker's Compensation leaves to run concurrently with FMLA if applicable. When FMLA leave is used for the employee's serious health condition which is covered by the Worker's Disability Compensation Act, the provisions of the Act will apply.

- C. Benefit Continuation While on FMLA Leave: During an approved FMLA leave, the Medical Center will maintain an employee's coverage under the group health, dental and pharmacy plan as if the employee were still working. However, the employee remains responsible to pay the necessary premiums for such coverage. Employees who fail to return from a leave may be required to reimburse the Medical Center for the cost of the company-paid health coverage.

Refer to FMLA policy for further details.

Section 2. Non-FMLA Medical Leave of Absence. Employees who have completed their probationary period may apply for non-FMLA medical leave of absence for their own serious medical condition. Non-FMLA medical leave is available only if the employee does not qualify for leave under the FMLA. Non-FMLA medical leave is granted at the sole discretion of the employee's manager and the Leave of Absence Specialist. Leave must be for good cause and will be considered in view of urgency and the overall effect the absence will have on the department's operations. An employee's discipline history can be considered while evaluating the leave approval. Non-FMLA medical leave of absence is granted for continuous leave only.

- A. Advance Notice: When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When the need for leave is not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. Failure to provide appropriate notice may result in the delay of leave.
- B. Coordination With Paid Time Off: An employee on a non-FMLA leave that is not covered by Short Term Disability or Worker's Compensation payments is required to use accrued RN Sick (if applicable), PTO to cover any scheduled work time missed before the leave can go unpaid.
- C. Length of Leave Approval and Employment Status: Generally, a non-FMLA medical leave of absence will not be granted for more than 26 weeks in combination with any FMLA leave taken. By approving a non-FMLA medical leave, the Medical Center does not guarantee that an employee will be placed back into the position they held prior to the leave when they return to work. If the position held prior to the leave is no longer available, the employee may bid as an internal candidate on any open position for which they are qualified in accordance applicable hiring policies and procedures.
- D. Benefit Continuation While on Non-FMLA Leave: the Medical Center will maintain an employee's coverage, as applicable, under the group health, dental, and

pharmacy plan as if the employee were still working until the end of the month in which the benefit time is exhausted and/or the leave has extended beyond three (3) months, whichever comes first, unless protected by law.

- E. Benefits shall continue for 26 weeks, as long as the employee continues to pay the employee premium. If the employee fails to return to work within 26 weeks of the first day of the LOA, the employee will be able to continue the benefit coverage under COBRA.

Refer to Non-FMLA Leave of Absence policy for further details.

Section 3. Personal Leave. An employee may request a personal leave of absence for significant life events not covered by other leaves that make it difficult for the employee to work once they have successfully completed their probationary period. A personal leave is initiated with the Leave of Absence Specialist and granted at the sole discretion of the Leave of Absence Specialist, Management, Medical Center Vice President of Nursing or their designee, and System Human Resources Vice President or their designee. All three approval signatures are required prior to the leave start date. A personal leave normally does not exceed thirty (30) calendar days.

Refer to Non-FMLA Leave of Absence Policy for further details.

Section 4. Military Leave. A leave of absence for military purposes will be handled according to the applicable state and federal laws. Refer to Leave of Absence Policy for more details.

Nurses who are called to serve more than two (2) consecutive days of Reserve or National Guard duty shall be required to provide sixty (60) days' notice of such duty except in the case of civil or national emergency.

Section 5. Educational Leave. Refer to Non-FMLA Leave of Absence Policy for further details.

Section 6. Bereavement Leave. Refer to Funeral Leave Policy for further details. The policy in effect for MNA RNs shall remain consistent with the system policy. The policy as of the date of ratification is attached as Appendix D.

Section 7. Jury Duty. A Registered Nurse who reports for jury duty during days when he or she would normally be scheduled to work, will be paid their regular rate of pay for normally scheduled hours missed, exclusive of any premiums. Upon receipt of the nurse's jury duty earnings, the Medical Center will make the appropriate payroll adjustments. If a Registered Nurse is excused from jury duty, the nurse will be expected to report for work if they can give at least two (2) hours working service of their normally scheduled shift. Failure to return to work will result in loss of pay for the time involved. Afternoon and night shift nurses who are scheduled for jury duty during days when they would normally be scheduled to work will be rescheduled to the day shift for the duration of said duty. Jury duty shall be considered paid time for the purposes of benefit accruals. However, such paid time will not be considered worked time for the purposes of overtime calculations.

The Medical Center shall notify the union of changes to policies referenced above through the quarterly TSB meetings.

### **ARTICLE 23**

#### **Special Conference**

Special conferences for important matters of general concern will be arranged between the President of the MNA and the Medical Center Vice President of Nursing upon a request of either party. Such meetings shall be between the President of the MNA or a designee and such other representatives as may be determined and the Medical Center Vice President of Nursing or a designee and such other representatives as may be determined. Representatives here refer to management employees of the Medical Center and to members of the MNA and the employed representatives of the MNA. Other persons may be invited to attend special conferences through mutual agreement. Such conferences shall be arranged within ten (10) days of the request unless extended by mutual agreement. Special conferences shall not substitute for either the grievance or negotiations process and attendance at such a conference does not waive either parties' respective rights to such under this Agreement.

MNA representatives, who are Registered Nurses of the Medical Center, shall be paid for time lost from work spent in special conferences.

The MNA representatives may meet at a place designated by the Medical Center on Medical Center property, for at most one-half (½) hour immediately preceding the special conference.

### **ARTICLE 24**

#### **Mailbox, Bulletin Board, and Communications**

Section 1. Bulletin Boards. The Medical Center agrees to make available some portion of a Medical Center-owned bulletin board or white board in each Change Room. Posted notices on the bulletin board shall be confined to matters appropriate to the MNA's representatives' status, or matters involving wages, hours, and working conditions, or involving the MNA's interest in the nursing profession and shall be communicated to the Medical Center Vice President of Nursing or designee prior to posting.

Section 2. Communications and Mail Service. The MNA shall receive non-confidential, non-managerial statements, communications, letters and the like, initiated by the Medical Center, which are related or relevant to nursing service and/or to bargaining unit members. Such materials shall be sent to the President of the MNA through email and/or inter-office mail. Employees will be responsible to check their email and/or interoffice mail for any communications sent by the Medical Center.

### **ARTICLE 25**

#### **Nursing Service Areas**

Nursing Service Areas staffed by Registered Nurses in the Medical Center are:

- ♦ Medical/Surgical/Pediatrics

- ♦ Progressive Care/Critical Care
- ♦ Psychiatric
- ♦ Surgical Services (OR, Day Surgery, PACU, PSE/PAT),
- ♦ Obstetrics
- ♦ Emergency Department
- ♦ Medical Rehab

The Medical Center retains the right to reorganize Nursing Services and re-evaluate nurse staffing.

## **ARTICLE 26**

### **Subpoena Appearance**

A Registered Nurse who is subpoenaed to court on behalf of the Medical Center shall be paid their regular rate of pay for the time spent in such court proceedings. If the court appearance occurs during hours when the nurse is not scheduled for work, the nurse will be paid their regular rate of pay, exclusive of any premiums, for time spent in court. The Medical Center shall reimburse nurses for travel expenses which are not reimbursed by the court and are incurred as a direct result of being required to participate in such judicial matters.

## **ARTICLE 27**

### **Continuing Education**

The Vice President of Nursing shall budget an appropriate equitable allocation for use by Registered Nurses. The Vice President of Nursing will provide information on continuing education at a suitable Labor Management meeting.

## **ARTICLE 28**

### **Shift Arrangements and Scheduling**

It is recognized by the MNA and the Medical Center that the care and welfare of patients requires service on a seven- (7) day week, twenty-four (24) hours a day basis.

Section 1. Pay Period. The normal pay period shall be a consecutive fourteen (14) day period starting at 5:00 pm on Saturday. The workweek begins at 5:00 pm on Saturday and ends 7 calendar days later or as otherwise defined by the timekeeping system. In the event that the alteration of the workweek may produce changes in how differentials are applied, the parties shall meet to discuss solutions.

Section 2. Shift Arrangements. Work shifts generally consist of eight and one half (8 1/2), ten and one half (10 1/2) and twelve and one half (12 1/2) consecutive hours or a combination thereof to provide for either full or part time employment. The Medical Center may, in its discretion, establish additional alternative shifts. However, the permanent changing of shifts shall be discussed with the Association prior to the change(s) taking place. Nurses, when required, shall

be expected to give report before changing the shift. Self-Scheduling will be utilized in building four (4) week schedules. The Medical Center shall post the schedules of work at least ten (10) days in advance, but this shall not restrict the Medical Center in adjusting the schedule with less notice when service requirements of the Medical Center necessitate a change. The Medical Center will first attempt to adjust the schedule by mutual agreement between the Medical Center and the nurse.

During the life of this agreement, staffing patterns will not be implemented without mutual agreement between the Medical Center and Union.

Section 3. Meal and Rest Periods. Each eight and one-half (8 ½) hour shift includes a thirty (30) minute unpaid meal period and a fifteen- (15) minute paid rest period. In addition to the above, nurses working ten (10) and twelve (12) hour shifts will receive an additional fifteen (15) minute rest period in the second half of the shift. A nurse is not entitled to extra pay, nor is the Medical Center subject to penalty, if a rest period is missed. If a nurse is unable to take the meal period, it will be paid as time worked as authorized by the Nurse Manager. Nurse Managers will make every effort to relieve lunches.

Section 4. Shift Rotation. The Medical Center maintains the right to temporarily reassign nurses from one shift and/or one unit to another. Prior to making such temporary assignments, qualified volunteers will be solicited. A nurse rotated to another shift will remain on that shift for a period not to exceed two (2) weeks unless previously agreed between the Vice President of Nursing or designee and the nurse. In the event rotation is required, the Medical Center agrees to make every effort to eliminate the need for shift rotation as soon as practicable.

Floats will work only 1 of 4 weekends.

Section 5. Scheduling Trading. A nurse may make a change from the assigned work schedule provided that the nurse arranges a traded work schedule with another nurse and both are fully capable of performing the other's work. The request for a trade of schedule between two (2) nurses must be approved by the Nurse Manager or designee. Such schedule trades may not involve overtime for either party.

Section 6. Relief Replacement. A nurse may make a change in his/her work schedule, provided that the nurse obtains his/her own relief for the desired time off. The nurse who seeks such relief must use benefit time for that unworked day. In addition, the following requirements must be met:

- A. The schedule change must be approved by the Nurse Manager or designee.
- B. Schedule changes may be made only with persons of equivalent skill.
- C. Such schedule changes may not involve overtime for either party.

Section 7. Additional Work Opportunities. The parties to this agreement recognize that Medical Center census of patients is variable and subject to circumstances which make prediction difficult. Thus, additional work will be posted on an electronic scheduling system or on the preliminary schedule for the perioperative area.

Employees desiring additional work may indicate their willingness to pick up additional work by signing for positions on the electronic system. Employees who sign up for additional work may remove their name at any time prior to the removal of a posting; however, once the additional work hours are granted, the employee is obligated to work those hours.

Awarding of additional work opportunities shall go first to non-overtime hours. If the available hours remain open, then they shall be awarded according to seniority and skill and ability required for the work. (Note: A nurse's "skill and ability" is predetermined by the nurse's ability to access the openings of a particular department whilst in the electronic scheduling system.)

The nurse volunteering to be scheduled above their bid days must also be able to meet the skill and ability level required for a particular work schedule vacancy.

Once the nurse agrees to work on a particular date, the nurse will then be considered "scheduled" and subject to the Medical Center's Attendance & Tardiness Policy and the collective bargaining agreement.

In the event that it is necessary to reduce staffing on a short-term basis see Article 20 Section 3.

Short notice vacancy - for an open shift with two hours or less from the start of the shift, the Medical Center will take volunteers with the necessary skillsets on a first response basis.

An agency nurse working above their bid will be cancelled (i.e. told before the start of his/her shift not to report to work) before any bargaining unit nurse working an extra shift on that same shift who has the skill mix and is oriented to work on the unit to which the agency nurse is assigned.

Section 8. Mandatory Overtime. When it is necessary and after reasonable attempts to secure volunteers to work additional work assignments, the Medical Center may assign nurses additional work hours on a mandatory basis with nurses capable of performing the required work and will be made on a rotating basis, beginning in inverse order of seniority, on a unit basis, by date of the last mandatory given. The mandation list shall be made available on each unit upon request. The Medical Center will not use mandatory overtime as a primary staffing tool.

Prior to invoking mandatory overtime, the Medical Center agrees to contact RNs through the Medical Center's communication system (e.g., send out a "blast" via automated call/text/email or make calls to individual employees) for the needed shifts. If time is a factor (e.g., near the end of the shift), calls, etc. may be made and continue to be made even after mandatory overtime is invoked.

When additional working hours have been mandated as an extension of shift, the work period shall cease as soon as a relief nurse begins working. In any event, such additional work hours shall not exceed eight (8) hours for eight (8) hour nurses, six (6) hours for ten (10) hour nurses and four (4) hours for twelve (12) hour nurses unless the Medical Center has declared an emergency situation. No nurse may be made to work mandatory overtime on two consecutive days. Nurses may only be mandated once every six (6) months except in Peri-Op where the once every 6 month limitation shall not apply to mandatory on call.

Note: OR will have monthly meetings as necessary to discuss staffing and on-call schedules.

If a Registered Nurse is mandated four (4) hours beyond his/her regular shift, he/she shall not be required to return to the Medical Center for a minimum of eight (8) hours.

Day Nurses required to stay after midnight and night nurses required to stay after noon, shall have his/her regular shift hours on the following day reduced by the amount of time necessary to provide a minimum of eight (8) hours of rest. A Registered Nurse may utilize PTO to cover the reduced hours on the following day shift.

Nurses on-call and called-in after midnight but before 5:00 a.m. may choose to have his/her start time on that day delayed in order to provide a minimum of eight (8) hours of rest. A Registered Nurse may utilize PTO to cover reduced hours on the following day shift. Any nurse who is called in after midnight but before 5:00am and who works the next shift will be placed at the top of the staff reduction list regardless of seniority and be provided the first opportunity to leave early.

Nurses on-call and called-in after 5:00 a.m. may choose to have his/her end time on that day adjusted by the amount of time actually worked when called in.

Section 9. Any R.N. who is working an “extra day” will be exempt from a mandatory overtime assignment on such day. An “extra day” of work will be defined as an additional day for which the RN volunteers after the work schedule is posted.

Section 10. The MNA president or designee may contact the Nursing Office, with a two business day notice, to request the following information for bargaining unit RN’s: mandatory extensions of shift, mandatory staff reductions, and management RN’s who performed bargaining unit work for more than two hours on a single shift.

Section 11. Sister Unit Staffing Model.

This agreement recognizes that both parties agree to a sister unit staffing model as follows:

- ♦ Medical-Surgical-Pediatrics / Progressive Care - Critical Care
- ♦ Psych Care / Medical Rehab
- ♦ Emergency Department / Progressive Care - Critical Care
- ♦ Surgical Services ( OR / PACU- DS- PSE)

A “sister” unit(s) means that the RN may be assigned to a sister unit to work. Every effort will be made for the sister unit to have core staff working when a RN is assigned to a sister unit to work.

Registered Nurses given voluntary staff reduction may be placed on-call for either their bid or sister unit. When the Registered Nurse is placed on call, it may be for any portion of the shift.

Every effort will be made to assign RNs to his/her bid or sister unit(s); however, there may be circumstances when RNs may need to be assigned to other units. Registered Nurses may also volunteer to be assigned to other units.

Registered nurses will be required to participate in the sister unit staffing model.

Registered nurses will receive initial and ongoing sister unit training. The content of sister unit training will be discussed at monthly staffing committee meetings. If Electronic Medical Record modules are not completed for the sister unit, the RN would be considered an extra set of hands and not be given a patient assignment.

The Medical Center will make every effort to avoid assigning a RN to a unit where they have not been orientated. In the event the Medical Center does assign a RN to a unit in which they have not been orientated, the RN may submit a Staffing Concern Form.

OB RNs may be utilized on any nursing unit. The assignment of the OB RN will allow for immediate return to OB as needed and as directed by the Nurse Manager or designee.

Float RN's may be utilized on any nursing unit for patient assignment.

[The remainder of this page is intentionally omitted.]



## **ARTICLE 29**

### **Wage and Salary Schedule**

Effective the first full pay period following ratification all RNs will be placed on the scale below:

0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
30.56	31.17	33.22	33.89	35.02	35.73	36.44	37.17	37.91	38.67	39.44	40.23	41.04	41.86	42.69	43.55	44.42	45.31	46.21	47.14

Effective the first payroll period after February 16, 2024, all RNs will receive an increase by moving to the next step on the following increased step scale schedule; except that any nurse hired within 30 days prior to February 1, 2024, will not advance to the next step.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
31.72	33.81	34.48	35.64	36.35	37.08	37.82	38.58	39.35	40.13	40.94	41.75	42.59	43.44	44.31	45.20	46.10	47.02	47.96	48.92

Effective the first payroll period after February 16, 2025, all RNs will receive an increase by moving to the next step on the following increased scale; except that any nurse hired within 30 days prior to February 1, 2025, will not advance to the next step.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
32.11	34.23	34.91	36.08	36.80	37.54	38.29	39.06	39.84	40.64	41.45	42.28	43.12	43.98	44.86	45.76	46.68	47.61	48.56	49.53	50.52

New Hire/Past Experience Credit - Nurses who are new hires may qualify for a one-time experience credit for placement on the scale, as determined by the Medical Center. Thereafter, such nurse(s) will progress under the above scales/rates.

Ratification One-Time Lump Sum Payment. All RNs who are employed at MyMichigan Alma as of the date of ratification of this Tentative Agreement and who continuously remain employed as an RN at MyMichigan Alma through August 16, 2023 shall receive a one-time lump sum payment of One Thousand Dollars (\$1,000), less withholding taxes the first full pay period following August 16, 2023.

**ARTICLE 30**  
**Weekend Premium**

All nurses shall receive two dollars (\$2.00) per hour for all hours worked from 11:00 p.m. Friday until 11:00 p.m. Sunday.

**ARTICLE 31**  
**Overtime**

Section 1. 40 Hours Per Week. Registered Nurses who are classified in 40-hours per work week positions shall be paid at the rate of one and one-half (1-½) times the nurse's regular rate of pay for all hours worked in excess of 40 hours during the work week.

Section 2. Mandatory Overtime. Registered Nurses shall be paid at the rate of one and one half (1-½) times the nurse's regular rate of pay for all hours worked in excess of their shift of 8, 10, or 12 hours in duration when the nurse is mandatorily required to stay by either nursing management or the staffing office.

Section 3. No Pyramiding of Overtime Compensation. There shall be no pyramiding or duplication of compensation by reason of daily, weekly or other overtime. (A given period of time will not be paid for in two or more ways.)

**ARTICLE 32**  
**Shift Differentials and Incentives**

A shift differential of \$3.00 per hour will be paid for hours worked between 7:00 p.m. and 7:00 a.m. To be eligible to receive shift differential an employee must work a minimum of two (2) hours during this period of 7:00 p.m. – 7:00 a.m. In addition, Employees may participate in the current MyTime Select and the Clinical Ladder program as provided for by the Side Letter attached as Appendix B.

**ARTICLE 33**  
**On-Call and Call-Back Pay**

Whenever a nurse is placed on call, the nurse shall receive four dollars (\$4.00) for each hour of designated on call duty. Nurses in surgical services (OR – PACU – DS) who are required to take call shall receive Six Dollars and Fifty Cents (\$6.50) for each hour of designated on call duty. If the nurse is called and reports for duty, the nurse shall receive one and one-half (1½) times the regular rate. Nurses called in to work shall receive a minimum of two (2) hours pay for each call back. However, if call back hours overlap with regularly scheduled hours, the nurse will not receive an hourly rate of pay in addition to call back pay.

*Interpretative Statement- Regular rate would include shift and weekend differentials as may be appropriate, and as referenced in this agreement.*

*Interpretative Statement-The requirements of patient care are such that both on call and call back are necessary aspects of employment in certain units. It is recognized that the variations in these requirements may involve inequities, excessive hourly assignments and/or scheduling problems.*

*Nurses are encouraged to discuss their concerns, offer their suggestions to management, and work together in a collegial manner. This will enable management and the union to develop agreements or understandings, when satisfactory data and solutions appear possible.*

## **ARTICLE 34**

### **Paid Time Off (PTO)**

Section 1. **PTO Accrual.** All full-time and part-time employees will begin to accrue PTO hours upon attaining a status position. These PTO hours combine vacation, sick and personal hours into one flexible time off plan. The following provisions apply to PTO:

- A. Employees may use PTO accruals in increments of .1 hour (1/10th of an hour) or greater, or for extended periods of time provided accrued hours are available in their Bank.
- B. PTO hours are paid at the employee's hourly base rate in effect when such hours are taken.
- C. Absences on scheduled shifts must be covered by eligible accrued hours, unless the time off is covered by short term disability, long term disability, worker's compensation, other applicable paid leave, or have the option of staff reduction (i.e. HR'ing).
- D. Accrued time in the PTO Bank cannot be cashed out. The PTO Bank can only be used to cover payments for time taken off as provided for and in accordance with this Article. Any unused balance will be carried over into the next calendar year as described in bullet E.
- E. Employees may carry over their annual accrual of PTO Bank hours not to exceed a total of two hundred forty (240) hours. Once the maximum of 240 hours in the PTO bank has been reached, the accrual will stop until such time the employee's bank reduces to a level below the 240 hour maximum. This plan will operate in accordance with all regulatory agencies to ensure compliance (i.e. IRS).
- F. Upon separation from employment, employees will be paid 100% of any remaining accrual time in their PTO bank unless forfeited as set forth in Article 18.

Accrual of PTO for RNs Hired on or after December 25, 2011 – Eligible employees will accrue PTO hours in accordance with the following:

**Part time Employees:**

<b>Accrual Factor</b>
<b>PTO Bank</b>
.0654/hr

**Full time Employees:**

**Accrual Factor  
PTO Bank**

**Years of Service**

Through 3 years = end of 78 pay cycles	.0654/hr
Through 5 years = 79 – 130 cycles	.0693/hr
Through 10 years = 130 – 259 cycles	.0847/hr
Through 15 years = 260 – 390 cycles	.0924/hr
Through 20 years = 391 – 520 cycles	.1039/hr
20 + years = 521 cycles & up	.1116/hr

Accrual of PTO for RNs Hired on or before December 24, 2011 – Eligible employees will accrue PTO hours in accordance with the following:

**Part time Employees:**

<b><u>Accrual Factor PTO Bank</u></b>
.0731/hr

**Full time Employees:**

**Years of Service**

-Through 4 years (end of 104 pay cycles)	.0731/hr
-Through 8 years (105-208 pay cycles)	.0962/hr
-Through 12 years (209-312 pay cycles)	.1039/hr
-Through 16 years (313-416 pay cycles)	.1116/hr
-Through 20 years (417-520 pay cycles)	.1193/hr
-20+ years (521+ pay cycles)	.1270/hr

**Accrual Factor  
PTO Bank**

Cycles = a pay period (example 26 cycles per year)

Note: On a one-time basis only, the RNs identified and agreed upon by the Parties shall receive 12 hours of PTO in their banks effective the first full pay period following ratification.\*Eligible hours for accrual based on 2080 maximum eligible hours per calendar year – Regular, PTO, Overtime, Staff Reduction (HR'ing), Idle holiday, Funeral, Jury Duty, Military, Education and Meeting times.

Employees who reduce status from full-time to part-time status will accrue at the applicable part-time accrual rate.

If an employee moves from part-time to full-time status, the employee will be placed at the full-time accrual level based on years of service.

Accrued PTO hours may not be taken until completion of the probationary period.

Section 2. Scheduling PTO for Time Off. Scheduling PTO will be as follows:

1. Three advanced request deadlines will be established. The actual dates of the deadlines will coincide with the schedule posting dates closest to the following dates:

<u>Advance Request Deadline</u>	<u>Months in Which PTO is Granted</u>
Requests submitted by December 15	May, June, July and August
Requests submitted by April 15	Sept., Oct., Nov., Dec.
Requests submitted by August 15	January, February, March, April

Requests submitted before these deadlines will be granted in order of seniority one request per nurse at a time. If a nurse makes multiple requests, the nurse will prioritize the request(s). No nurse will be granted an additional request until all other nurses have had their highest prioritized available request granted. Advanced Requests will not be accepted any sooner than four (4) weeks prior to the Advance Request date. Three or more day requests will be given first preference over single days requests without regard to seniority of the single day requester. Decisions will be made available one week following the deadline. One PTO request per unit will be granted for any given day of these periods. The Vice President of Nursing or designee or Nurse Manager may utilize their discretion to grant more than one PTO request in a unit for any given day of these periods.

The week between Christmas Eve and New Year and the week following New Year will be exempt periods but the Vice President of Nursing or designee or Nurse Manager may utilize discretion to grant PTO requests during these periods.

Days may be exempted from this provision in the event that a leave of absence for the PTO period requested is scheduled or reasonably known to be occurring.

2. After the advance PTO request deadline, (Section 2 above) a nurse may request PTO at any time for any desired time during any calendar month provided such requests are submitted by 10:00 a.m. on the Thursday preceding the time schedule posting in which the PTO requests fall. Such requests may be granted at the discretion of the Vice President of Nursing or designee or Nurse Manager, and if granted will be done on a first come, first serve basis.

After the schedule has been finalized, PTO may be granted on a first come, first serve basis, as staffing permits. The term Personal Vacation Day (PVD) may be used to provide for this circumstance.

3. All Registered Nurse, excluding Float Registered Nurses, may request to take his/her PTO during his/her scheduled weekend of work. The nurse may request a maximum of two scheduled weekends of work each year for PTO. For the purpose of scheduling, the day shift weekends begin at 7:00 am Saturday and end 7:00 pm Sunday and the night shift weekends are Friday starting at 7:00 pm through 7:00 am on Sunday.

4. All pre-approved PTO days shall be granted for the nurse's entire shift. PVD days granted forty-eight (48) hours or less prior to the start of the scheduled shift shall also be granted for the nurse's entire shift.

Section 3. Other.

If a Registered Nurse misses a scheduled work day for any reason, other than staff reduction, they will automatically draw PTO for each scheduled hour missed unless their standard hours are met for that pay period.

When standard hours for a pay period are not met, PTO will automatically be drawn from the Registered Nurses PTO Bank, unless the hours were taken for staff reduction.

The nurse must elect in writing to draw from their PTO bank for the number of hours lost during staff reduction.

All accrued PTO time will be used by the Registered Nurse in the amount of their standard hours for up to the fifteenth (15) calendar day for approved medical leaves of absences as defined in the leave of absence article.

Nurses are also required to use all accrued PTO, except for 40 hours for continuous leaves, for the following leave of absences: FMLA, non-FMLA, and Association leave.

PTO hours may be donated to another employee in accordance with the terms and conditions of the MyMichigan Health PTO Donation policy.

No more than thirty (30) consecutive calendar days will be granted at one time.

Section 4. Sick Leave. Registered Nurses hired before February 28, 1996, will continue to use the sick leave benefit.

No additional accruals will occur in the RN sick bank after December 31, 2006.

The RN sick bank will be eligible for use until exhausted.

Sick leave may be taken in the case of any Registered Nurses illness which is defined as follows:

Any disability which interferes with or impedes a nurse's performance of the job or which affects one's health or would endanger those among whom the nurse works.

Sick leave may be used for diagnostic work provided the diagnostic work or the need for the diagnostic work impairs the nurse's ability to perform normal work. Pay eligibility for such time shall be as determined in this Article.

Sick leave may be utilized when the Registered Nurse is required to attend the illness of a family member. Three (3) days per anniversary year are allowed for this purpose.

The Medical Center reserves the right to require a physician's statement before sick leave of absence is approved. Before pay benefits are granted, the nurse must obtain approval from the

Nurse Manager or designee. The request for approval is to be submitted on the standard form supplied by the Medical Center.

Sick leave may not be used when the nurse is suffering from debilitating illness or injury compensated under Workers' Compensation.

Sick leave shall be paid at the Registered Nurses' base hourly rate.

If the Registered Nurse does not have sufficient sick leave hours available to cover time off away from work, hours will be drawn from their PTO bank in order to meet their standard hours.

Registered Nurses whose employment status is severed for whatever reason shall forfeit all accrued sick leave benefits. When transferring from full time to part-time or part-time to full time, the nurse shall carry accrued sick leave benefits.

## **ARTICLE 35**

### **Holidays**

Section 1. Holidays. All Registered Nurses who have completed the probationary period of employment are entitled to a benefit for the following recognized holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

All holidays shall begin with the shifts beginning between the hours of 7:00 a.m. the day of the holiday and end with the shift beginning at 7:00 a.m. the day following the holiday.

On Christmas Eve and New Year's Eve, employees will be paid two times their straight time hourly rate of pay for hours worked between 3:00 p.m. and 11:00 p.m.

The Medical Center hereby agrees that those nurses scheduled to work on the Christmas or New Year holiday will be scheduled off for the eve of those holidays, and nurses scheduled to work on Thanksgiving will be scheduled off for the Friday after Thanksgiving. Those nurses scheduled off for the Christmas or New Year Holiday will be scheduled to work on the eve of those holidays. Those day nurses scheduled off on Thanksgiving shall be scheduled to work the Friday after Thanksgiving. The night nurses scheduled off on Thanksgiving shall be scheduled to work the Wednesday before Thanksgiving. Holiday scheduling will take precedence over weekend and/or workweek scheduling. If the RN is scheduled to work the holiday, s/he may not be granted PTO. However, since holiday scheduling takes precedence over weekend scheduling, those nurses not scheduled to work on said holiday weekends will thereby be required to work one (1) of the two (2) weekend days. Float nurses will not be required to work holidays or the Wednesday night shift before Thanksgiving, the Friday day shift following Thanksgiving, Christmas Eve, and New Years Eve.

In the event an Employee is scheduled the holiday off as does not pick up another shift the Employee may elect to take missing bid hours unpaid so long as this does not create holes in the

schedule. If all staff in the department cannot elect to have the extra shift off because it would create holes in the schedule, then it would be done on a rotating basis based on seniority.

Any hours worked during a recognized holiday period in excess of (8) scheduled hours will be paid at 2.5 times the employees' straight time hourly rate. The excess hours will not be pulled from the holiday benefit.

## Section 2. Holiday Benefit Payments.

Full-time Employees: (Those with authorized hours of 35 hours per week or more\*) will receive eight (8) hours of holiday pay on each of the six holidays. Holiday benefit hours will be paid whether the employee is scheduled to work the holiday or not.

Part-time Employees: (Those with authorized hours of 22.5 hours up to 34.9 hours per week\*) will receive four (4) hours of holiday pay on each of the six holidays. Holiday benefit hours will be paid whether the employee is scheduled to work the holiday or not.

Part-time employees (Those with authorized hours of less than 22.5 hours per week\*) will receive two (2) hours of holiday pay on each of the six holidays. Holiday benefit hours will be paid whether the employee is scheduled to work the holiday or not.

Eligible employees who are scheduled off due to vacation or illness (using PTO) receive holiday benefit hours. Employees off on short term disability, long term disability, worker's compensation, or unpaid time such as leave of absence, are not eligible to receive holiday pay.

In order for the employee to receive their holiday benefit payment, they must have worked in full the last scheduled hours he/she normally would be scheduled to work immediately preceding the holiday and work in full the first scheduled hours he/she normally would be scheduled to work immediately following the holiday. For purposes of this section, Nurses will be considered to have worked and are entitled to the holiday benefit payment if they are offered staff reduction, on-call, granted a PVD, or obtains own relief in accordance with Article 28, Section 6 (D).

## **ARTICLE 36** **Retirement Program**

All bargaining unit Registered Nurses will be provided a retirement program through the Medical Center that provides a 3% employer contribution into the retirement plan and a matching contribution of up to 2% into the plan.

In the event the Medical Center makes changes to the retirement program during the life of this Agreement affecting the Medical Center non-bargaining unit employees, the Union will be provided with at least a thirty (30) day notice and an opportunity for discussion prior to implementation.

These benefits are more fully described in the Summary Plan description(s) and Plan documents. These benefits are governed by the Plan documents and any interpretation or discrepancy will be controlled by the Plan documents.



## **ARTICLE 37**

### **Insurance**

The Medical Center will provide eligible employees with health (including pharmacy), dental, flexible health and dependent care spending accounts (FSA), short term disability, long term disability, life insurance and other voluntary supplemental benefits on the same terms including benefits, benefit levels, benefit design, co-payments, co-insurance and deductibles, as offered by the Medical Center to its non-bargaining unit employees.

In the event the Medical Center makes changes to these insurance benefits/benefit plans during the life of this Agreement affecting the Medical Center non-bargaining unit employees, the Union will be provided with at least a thirty (30) day notice and an opportunity for discussion prior to implementation.

These benefits are more fully described in the Summary Plan descriptions/Insurance Policies. These benefits are governed by the Plan descriptions/Insurance Policies and any interpretation or discrepancy will be controlled by the Plan descriptions/Insurance Policies of the change(s).

The composite rate for health care premiums for full time employees for calendar years 2020 through 2022 will not be greater than 23% of the total premium cost of health (including pharmacy) and dental. For part-time employee's status between 45 and 69.99 hours per two-week pay, the premium will not exceed 50%.

Health Care Reform Compliance: The Medical Center will comply with the employer requirements and can exercise the options under the Patient Protection and Affordable Care Act ("Reform Act").

Federal Excise Tax: The value of health care benefits (which includes the collective value of medical, pharmacy, health care flexible spending account contributions, employee assistance plans, and discounted services provided through on-site clinics) negotiated in this Agreement shall not exceed the value set by federal law which triggers the assessment of the 40 percent excise tax on high value plans scheduled to become effective under the Reform Act in 2020. If the parties anticipate the value of health care benefits will exceed the trigger value any time after January 1, 2020, the parties shall negotiate a change in benefits so the 40 percent excise tax is not assessed in 2020 or anytime thereafter. If the excise tax is repealed in its entirety from the Reform Act and is not replaced with a different tax, this section is not applicable.

## **ARTICLE 38**

### **Mileage Reimbursement**

Nurses who are required to travel on approved Medical Center business and use their personal vehicle shall be reimbursed per mile of travel in the amount equivalent to the MyMichigan Health reimbursement rate in effect at the time of submission. This section shall apply when a Registered Nurse travels to other MyMichigan facilities for approved education or shared governance meetings.

**ARTICLE 39**  
**Tuition Reimbursement**

All nurses shall be eligible for up to Two Thousand Dollars (\$2,000.00) in tuition reimbursement per fiscal year for courses which could lead to a B.S.N. degree. All nurses shall be eligible for up to Three Thousand Dollars (\$3,000) in tuition reimbursement per fiscal year for courses which could lead to an M.S.N. degree. All nurses shall be eligible for up to Four Thousand Dollars (\$4,000) in tuition reimbursement per fiscal year for courses which could lead to a Doctoral degree.

To be eligible, the nurse must have completed one (1) year of continuous employment with the Medical Center and maintain the employment relationship until course completion.

Once having received a reimbursement, the nurse must continue in regular employment for a minimum period of twelve (12) months. Failure to continue regular employment for twelve months shall require repayment to the Medical Center of the total amount of the reimbursement and the Medical Center may withhold such repayment from the nurse's final paycheck and/or pay off of unused PTO.

Written approval must be received from the Nurse Manager prior to or within two (2) weeks of starting the course.

Receipts, with proof of successful completion of the course, must be submitted to Human Resources or designee within thirty (30) days of completion of the course. Tuition reimbursement will be paid in the normal paycheck cycle as appropriate.

**ARTICLE 40**  
**Professional Certification/Education Incentive Pay**

Pay Dates: This will be effective the second pay period in March of every year.

Annual Professional Educational Incentive: 1.10%

Section 1. The parties recognize that the Profession of Nursing is a developing profession. Nurses who achieve ANA and other nationally recognized certifications in nursing service areas provided at the Medical Center, shall have this information included in the personnel record of the Medical Center.

Section 2. Registered nurses who obtain a certification as referenced in Section 1 shall have his/her certification, exam fees and preparation classes upon passing the certification exam reimbursed one time up to five hundred (\$500) dollars.

Registered nurses who receive a certification as referenced in Section 1 must provide the proper documentation to the Human Resources Department within ninety (90) days of receiving the certification.

Section 3. Registered nurses who hold the BSN or MSN degree as of April 14, 2017 shall receive an annual professional educational incentive based on a percentage of annual worked earnings.

Section 4. The professional educational incentive will be paid in the normal pay cycle.

Section 5. Registered Nurses must be employed on the determination date in order to be eligible for the incentive.

#### **ARTICLE 41** **Miscellaneous**

Section 1. Non-Discrimination. The Medical Center and the Association mutually agree not to discriminate against any nurse because of membership or non-membership in the Association, race, color, disability, national origin, religion, age, sex, height, weight, marital status or for any reason prohibited by any applicable Federal and/or State law.

#### **ARTICLE 42** **Agreement**

Section 1. The parties (defined as the Medical Center, the MNA, and the Association) agree that from time to time during the term of this Agreement they may enter into discussions for the purpose of changing or modifying the terms of this Agreement. If the parties reach an agreement to change, modify or alter the terms of this Agreement, such agreement will be reduced to writing and signed by the parties.

Section 2. In the event any of the provisions of this Agreement are presently or in the future shall become invalid or unenforceable by reason of any Federal or State law now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions of this Agreement thereof. The parties agree to negotiate the effect of any such invalidity or unenforceability upon this Agreement.

Section 3. Unless specifically so provided in this Agreement to the contrary, past practices shall not be binding on either party.

Section 4. The captions used in each section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.

#### **ARTICLE 43** **Paychecks**

Section 1. Payroll Distribution. Payroll will be distributed to the Registered Nurse by direct deposit or payroll card.

Section 2. Payroll. Payment for missed monies will be processed during the next payroll cycle, unless the amount of monies shorted is \$500 or greater. If the amount is \$500 or greater, the nurse will be paid, upon request, on the next off-cycle pay by direct deposit or payroll card whichever is applicable. If payroll error corrections are paid on the next normal pay cycle or on the off cycle, paid time off will accrue accurately.

**ARTICLE 44**  
**Inclement Weather**

If an inclement weather emergency exists and is declared by the Medical Center, a nurse reporting to work on his/her regular shift, within two (2) hours of starting time will be paid for the total of their bid shift, providing the nurse works the balance of the shift.

Any nurse who is unable to report to work within two (2) hours of their shift starting time will be paid for all hours actually worked.

The Vice President of Nursing (or designee) may require the nurse to work additional hours up to sixteen (16) hours from the nurses scheduled start time.

**ARTICLE 45**  
**Liability Coverage**

The Medical Center will continue its professional liability coverage of members of the bargaining unit in the discharge of their duties as nurses through its professional liability insurance program.

Registered Nurses will not be covered by the Medical Center's professional liability insurance program for illegal acts or unlawful discrimination.

**ARTICLE 46**  
**Agreement**

The headings used in this Agreement neither add to nor subtract from the meaning of the various articles and sections and are provided for reference only.

**ARTICLE 47**  
**Term of Agreement**

This Agreement shall continue in full force and effect from February 16, 2023 through February 16, 2026. If either party wishes to terminate, modify or change this Agreement, it shall, at least ninety (90) days prior to February 16, 2023, give written notice of such intention. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in effect for one (1) year after February 16, 2023, subject to termination or modification thereafter as set forth above.

[signatures on next page]

Signature Page

MYMICHIGAN MEDICAL CENTER  
ALMA

By: \_\_\_\_\_  
Michael Bruzewski  
Director of Employee Relations

By: \_\_\_\_\_  
Danielle Davidson  
Human Resources – Labor Relations  
Specialist

MICHIGAN NURSES ASSOCIATION

By: \_\_\_\_\_  
Phil Bianco  
MNA Bargaining Representative

By: \_\_\_\_\_  
Shenandoah Shinabarger  
Bargaining Committee Member

By: \_\_\_\_\_  
Lori Schlappi  
Bargaining Committee Member

By: \_\_\_\_\_  
Dona Suttan  
Bargaining Committee Member

By: \_\_\_\_\_  
Corey McCaw  
Bargaining Committee Member

By: \_\_\_\_\_  
Michelle Evon  
Bargaining Committee Member

Appendix A  
Staffing Guidelines

<u>Patient Types</u>	<u>Nurse / Patient Ratios</u>
PACU	1:1 / 1:2
Rehab Patients	1: 5
Medical / Surgical / Pediatric Patients	1:5 but 1:4 if Pediatric Patient
PCU Patients	1:4
<input type="checkbox"/> Initial Chemotherapy	1:2
CCU Patients	1:2
Psych Patients	1:6
Emergency Department Patients	1:4
OB Patients	
Post-Partum	1:5
Nursery	1:5
Couplet Care (4)	1:3
Triage	1:3
Labor	
<input type="checkbox"/> Pitocin Drip	1:1
<input type="checkbox"/> Epidural	1:1
<input type="checkbox"/> Active Labor (4 cm dilation)	1:1
<input type="checkbox"/> Cervadil Inductions	1:2
Delivery	2:1
Day Surgery/ Pre & Post	1:4
Pain Clinic	1:1
IR (except Paracentesis)	1:1
Operating Room	RN's shall equal number of rooms operating +1

Note: Nurse / Patient Ratios are guidelines and may be increased or lowered based on patient acuity. The parties recognize that what staffing ratios are in any department and what ratios 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.

Appendix B

MyMichigan Medical Center -Alma  
300 W. Warwick Drive  
Alma, MI 48801  
Phone (989) 463-1101

January 30, 2020

Sascha Eisner  
Michigan Nurses Association  
2310 Jolly Oak Rd.  
Okemos, MI 48864

Dear Sascha,

This letter will confirm our discussion during the recent MyMichigan Medical Center Alma / MNA negotiations. The Alma bargaining unit employees who work in those departments that utilize “My Time Select” will be permitted to participate in the applicable points / reward program.

Additionally, the Alma bargaining unit employees will be eligible for the incentives under the Clinical Ladder program.

The Alma bargaining unit employees will participate in the “My Time Select” and Clinical Ladder programs on the same terms and conditions as non-bargaining unit employees. It is understood that program eligibility, program terms/rewards, incentives, or termination of a program will be determined by the Medical Center. If the Employer terminates, modifies or creates a program to replace the current My Time Select or Clinical Ladder programs, the Union will be notified and provided an opportunity to meet with the Medical Center prior to such change being implemented.

Sincerely,

Michael Bruzewski

cc. Keith Brodie



Appendix C

MyMichigan Medical Center Alma  
300 W. Warwick Drive  
Alma, MI 48801  
Phone (989) 463-1101

January 30, 2020

Sascha Eisner  
Michigan Nurses Association  
2310 Jolly Oak Rd.  
Okemos, MI 48864

Dear Sascha

This letter confirms the discussion of the parties during the recent MyMichigan Medical Center Alma / MNA Negotiations regarding required clothing/scrubs for registered nurses. When it is determined the clothing/scrubs offered by MyMichigan health's approved vendor do not properly fit or fit in a manner providing less than full coverage, the Medical Center, consistent with MyMichigan Health's practice with RNs and staff at other facilities, will work with bargaining unit employees to identify and approve a vendor to provide an appropriate scrub.

Sincerely,

Michael Bruzewski

cc. Keith Brodie

Appendix D

The MyMichigan Health Funeral Leave Policy is attached.

Status **Active** PolicyStat ID **12286913**

Origination 10/2010  
 Last Approved 08/2022  
 Effective 08/2022  
 Last Revised 08/2022  
 Next Review 08/2023

Owner **Michael Bruzewski: Director**  
 Area **Employee and Volunteer Services-Human Resources**  
 Applicability **MyMichigan Health and all its wholly owned members - including West Branch**

## Funeral Leave Policy

### Applicability

- MyMichigan Health and all its wholly owned member locations.

### Purpose

To allow eligible employees to be absent from work on a short-term basis due to a death in the employee's family. In order to help employees maintain their income during authorized absences, MyMichigan Health will provide compensation for such absences according to the guidelines below.

### Policy

Time off with pay may be granted for part-time and full-time employees to attend funerals or memorials of relatives and significant others with whom a close relationship existed as defined below. Funeral leave pay is not available to casual or temporary employees. Paid funeral leave is limited to consecutive scheduled workdays and must be taken within one year of the date of loss. Funeral leave is paid at the employee's regular hourly wage, excluding any differentials. Funeral leave does not apply to employees on vacation or on paid/unpaid leaves of absence.

Up to three (3) consecutive days may be granted with pay for the death in the immediate family. For purposes of this policy, immediate family is defined as: spouse, significant other, child, step-child, foster-

child, parent, step-parent, grandparent, step grandparent, brother, sister, step-sister, step-brother, parent-in-law, son-in-law, daughter-in-law, and grandchild.

Up to two (2) days may be granted with pay for the death of, great grandparent, grandparent-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, and nephew.

In the event of the death of a MyMichigan Health employee or an employee's immediate family member, please fill out the Sympathy Gift Form. The recipient will receive a beautiful bisque butterfly keepsake as a comforting gift of remembrance of their loved one.

Sympathy Gift Form can be found at <https://iwebapps.MyMichigan.net/others/funeralRequest.cfm>

### Disclaimer

Employees covered under a bargaining agreement will be subject to the terms of that agreement.

## Approval Signatures

Step Description	Approver	Date
Director - HR	Michael Bruzewski: Director	08/2022
Partner - HR	Chrystal Rapp: Partner	08/2022

Signature Page

MYMICHIGAN MEDICAL CENTER  
ALMA

By: Michael Bruzewski  
Michael Bruzewski  
Director of Employee Relations

By: Danielle Davidson  
Danielle Davidson  
Human Resources – Labor Relations  
Specialist

MICHIGAN NURSES ASSOCIATION

By: Phil Bianco  
Phil Bianco  
MNA Bargaining Representative

By: Shenandoah Shinabarger  
Shenandoah Shinabarger  
Bargaining Committee Member

By: Lori Schlappi  
Lori Schlappi  
Bargaining Committee Member

By: Dona Suttin  
Dona Suttin  
Bargaining Committee Member

By: Corey McCaw  
Corey McCaw  
Bargaining Committee Member

By: Michelle Evon  
Michelle Evon  
Bargaining Committee Member

Signature Page

MYMICHIGAN MEDICAL CENTER  
ALMA

By: Michael Bruzewski  
Michael Bruzewski  
Director of Employee Relations

By: Danielle Davidson  
Danielle Davidson  
Human Resources – Labor Relations  
Specialist

MICHIGAN NURSES ASSOCIATION

By: \_\_\_\_\_  
Phil Bianco  
MNA Bargaining Representative

By: Shenandoah Shinabarger  
Shenandoah Shinabarger  
Bargaining Committee Member

By: Lori Schlappi  
Lori Schlappi  
Bargaining Committee Member

By: Dona Suttin  
Dona Suttin  
Bargaining Committee Member

By: Corey McCaw  
Corey McCaw  
Bargaining Committee Member

By: Michelle Evon  
Michelle Evon  
Bargaining Committee Member