

**ASCENSION BORGESS HOSPITAL**  
**AND**  
**MICHIGAN NURSES' ASSOCIATION**  
**DECEMBER 14, 2022 – DECEMBER 14, 2025**

**Collective Bargaining Agreement**

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## **AGREEMENT**

This Agreement is made and entered into effective during the dates set forth in Article 34, by and between Ascension Borgess Hospital, 1521 Gull Road, Kalamazoo, Michigan, 49048 (herein termed the "Medical Center") and the Michigan Nurses Association, 2310 Jolly Oak Road, Okemos, Michigan, 48864 (herein termed the "Association").

### **PURPOSE AND INTENT**

This Agreement sets forth terms and conditions of employment to promote orderly and peaceful relations between the Medical Center and the Michigan Nurses Association in its capacity as the representative of the employees. The parties recognize that service to the patients, the interest of the community, and the job security of the Registered Professional Nurse depends upon the Medical Center's success in establishing modern and efficient services to the people it serves at an economical cost. The Medical Center and the Association will strive to provide a fair and just workplace for all RNs.

### **ARTICLE 1. - ROLE OF THE NURSE**

The parties to this Agreement recognize the link between the professional work environment and the nurses' ability to practice. Both parties have an obligation to provide an environment that supports nursing practice and decision making. The parties agree to incorporate the ANA Nursing Scope and Standards of Practice and the ANA Code of Ethics for Nurses with Interpretive Statements.

### **ARTICLE 2. - RECOGNITION**

The Medical Center recognizes the Association as exclusive bargaining representative for the purpose of collective bargaining in respect to wages and rates of pay, hours of employment and other conditions of employment of all the Registered Professional Nurses of the Medical Center included in the bargaining unit as certified by the Michigan Employment Relations Commission as follows:

All Registered Professional Nurses employed by the Medical Center and classified as full-time and part-time employees (part-time employees are regularly scheduled to work at least sixteen (16) hours or more per week), excluding Directors, Assistant Directors, Supervisors, Clinical Nurse Specialist, Nurse Educators, Clinical Managers, Nurse Practitioners, Infection Control Specialist, Stomal Therapist, Employee Health Outcomes Specialist, members of the Order of the Sisters of St. Joseph, PRN Nurses, RNs employed by the Medical Center or Ascension-affiliated entities on a limited term basis, and other employees.

Graduate nurses and nurses in the Nurse Residency Program shall be included in the bargaining unit. Pay rates for Graduate nurses and nurses in the Nurses Residency Program will be the starting rate of the RN scale, and those nurses will be considered probationary employees.

The bargaining unit seniority date will be the first day of the pay period following the date the RN license is issued. The benefit date will be the date of hire by the Medical Center as stated in the Contract.

This clause will be applied in a manner consistent with state and federal law.

**ARTICLE 3. - ASSOCIATION MEMBERSHIP AND SECURITY**

- A. Employees may elect to become members of the Association. Employees are not required to be a member of the Association or pay dues as a condition of employment.
- B. Names, addresses and salary rates of nurses employed to fill positions covered by this Agreement shall be made available on a monthly basis to the Association by the Medical Center. Names of nurses promoted to permanent positions excluded from the bargaining unit, shall also be made available to the Association so that they are not included in the collective bargaining activities of the Association.
- C. All new hires will be informed of the Association and given a list of materials provided by the Association. As part of new hire orientation, the Medical Center will include a session led by one representative chosen by the Association for up to thirty (30) minutes.

**ARTICLE 4. - PAYROLL DEDUCTION FOR ASSOCIATION DUES**

- A. The Medical Center agrees to deduct from the wages of nurses covered by this Agreement who have executed an authorization form the Association dues in accordance with the Association's authorization forms. The Medical Center will cease such deductions if the RN mails written notice to the Association and the Medical Center, by certified mail, that the RN no longer desires the deduction to continue.
- B. The dues as authorized by the RN shall be deducted in twelve (12) equal installments on each successive payroll date.
  - 1. Dues which are deducted shall be sent to the Michigan Nurses Association, 2310 Jolly Oak Road, Okemos, Michigan 48864.
  - 2. The Association shall indemnify the Medical Center and hold it harmless against any loss or claims for damage resulting from payment to the Association of any sums deducted under this Article.

**ARTICLE 5. - REPRESENTATION**

- A. Registered Professional Nurses employed by the Medical Center and covered by this Agreement shall be represented by a Grievance Committee composed of nurse employees of the Medical Center. Their selection shall be in any manner determined by the nurses. The Medical Center will recognize grievance representatives and non-employee representatives in the administration of the provisions of this Agreement, processing of grievances and in special conferences that are herein provided. The Association will keep the Medical Center informed in writing of the names, shifts, units, and phone numbers of members and alternates who are members of this Committee.
- B. Non-employee representatives of the Association, after first notifying Labor Relations, may be permitted to visit certain areas of the Medical Center where the Registered Professional Nurses they represent are located for the purpose of representing such nurses in accordance with this Agreement provided that such visits meet the following requirements and are otherwise consistent with Article 7 of this Agreement:

1. The Association must provide the Medical Center's Labor Relations Partner 24 hours' notice for a representative's visit under normal circumstances and more advance notice whenever reasonably possible.
  2. The notice and request must identify the representative by name, specify the date and time of the planned visit, and identify the specific departments or locations that the non-employee representative plans to visit.
  3. Each department of the Medical Center may establish a process for the non-employee representative to notify the bargaining unit RNs of the representative's arrival in the department, how long the representative will be in the department, where the representative will be and the general purpose for the visit, which must be consistent with this Agreement. The Association agrees to follow these departmental procedures.
  4. Visits under this provision shall not exceed one visit per department, per shift, once every month, and no more than two non-employee representatives present at any one time. The Hospital and the Union may mutually agree to additional visits when requested by the Union.
  5. Visits will be approved by Borgess consistent with operational considerations and may not interfere with the services of the Medical Center.
  6. As with all visitors, non-employee Association representatives must conduct themselves in a professional and appropriate manner and will be subject to all Medical Center policies and rules governing visitors.
  7. The Medical Center and the Association agree to meet and discuss any concerns or problems that arise under these requirements.
- C. Up to thirty-two (32) hours per week will be paid for official union activities related to contract administration to be allocated on a schedule coinciding with the Department work schedule. In order to assure appropriate staffing, this schedule must be submitted to each appropriate Department Director two (2) weeks prior to the posting of the Department schedule. The schedule submitted by the Association must indicate whether the RN is requesting release time for these Association hours or is taking these hours in addition to their regularly scheduled work hours. Variances from the submitted schedule may be requested to provide for unscheduled or rescheduled meetings with the Employer. If release time cannot be granted due to inadequate alternative staffing, the Department Director will notify the affected RN and the Staff Council President so that alternative arrangements can be made. Examples of union activities will include the following: Contract administration (excluding unscheduled disciplinary matters and Special Conferences), grievance procedures, and the Association state offices and appointments meetings. There will be no loss of pay when union representatives attend unscheduled disciplinary matters. Attendance at such unscheduled disciplinary matters, when not payable as lost time from work, may be payable by drawing from the 32 hours. Those on-site hours utilized for those activities above will be considered hours worked for the purposes of calculating overtime compensation.
- D. Management will provide the members of the Association Staff Council copies of Medical Center job descriptions for all newly created RN positions and revisions of existing job descriptions.

- E. Office space will be provided with a separate telephone line (restricted to local telephone calls). This office space shall be used only for the administration of the Collective Bargaining Agreement at the Medical Center or for matters directly related to the Medical Center.
- F. Up to seven (7) bargaining committee members will be paid their straight time hourly base rate for the purpose of collective bargaining. These team members will receive pay based on their assigned hours (8, 10, 12) and up to each member's status, not to exceed 40 hours per week. This time will count towards their obligated work hours to the Medical Center. Payment beyond twelve (12) sessions will be mutually agreed to on a meeting to meeting basis. Such hours will not be counted as hours worked for purposes of calculating overtime compensation. Such hours will count toward the minimum number of RNs allowed off for purposes of PTO under Article 25.
- G. Association Leave and Pay. The Medical Center will provide a total of six (6) paid days of leave for use by the Association to send delegates to the Annual Michigan Nurses Association State Convention and may provide a total of six (6) additional unpaid days of leave for use by the Association to send delegates to the convention. In both cases, the Association must apply for the leave by designating the individual(s) who take the leave and requesting their release at least thirty (30) days in advance of the convention. Alternates will not be expected to meet this thirty (30) day requirement, but provide as much notice as possible.

#### **ARTICLE 6. - COMMITTEES AND SPECIAL CONFERENCES**

The Purpose of Nursing committees is to address matters of nursing practice and the improvement of patient care at the Medical Center. Committee members shall be compensated for their approved committee work and such hours shall be considered work hours for the purposes of overtime calculation.

- A. The Department Based Care Committee (DBCC)

The Department Based Care Committee (DBCC) will consist of the following: a minimum of three (3) department MNA member staff RNs, one of whom will serve as Committee Chair; the Department Director or Designee; and ancillary staff (e.g. technicians, LPNs, clerks, and other clinical staff). The DBCC shall not exceed nine (9) members. Individuals that are not a member of the DBCC may only attend a DBCC meeting if both the Committee Chair and the Department Director or Designee have been informed at least twenty-four (24) hours prior to the meeting.

Generally, the DBCC will review quality data, nursing practice standards, nursing educational and orientation issues, adequacy of the department staffing model, open patient care positions, overtime (identifying mandatory overtime), low needing, floating, flexing, use of agency and PRN RNs, compliance with flexible staffing guidelines and the status of requests for continuing education. A quarterly summary of the agendas, the key issues under consideration, and resolution of issues will be provided by the Committee Chair to the Department Director and the Borgess MNA President. The resolutions reached by the DBCC will be considered recommendations to the Department Director.

Unresolved issues at DBCC will be directed to the Coordinating Council.

- B. The Nursing Service Coordinating Council (NSCC) shall serve the purpose of resolving nursing

practice and patient care issues that are not resolved at the department level. The NSCC shall have representatives from in-patient, out-patient and procedural areas of the Hospital in proportion to the number of nurses in the bargaining unit. Co-Chairs shall be the Borgess MNA President and the Vice President of Nursing. The NSCC will review quality indicators on a quarterly basis. Staff nurse representatives shall be approximately equal in number to management representatives.

- C. For nursing committees, the Association staff nurses will select their representatives. as determined in their bylaws or by their Staff Council Executive Committee in the absence of bylaws. The Union is responsible for staffing the nursing committees. If the Union is unable to staff the nursing committees with MNA members, the vacancies may be filled with any bargaining unit nurses. Nursing committees shall not have the authority to change or modify the Collective Bargaining Agreement. The resolutions reached by nursing committees will be considered recommendations to the Department Director.
- D. A Special Conference shall relate to matters regarding the application, interpretation, and administration of the Collective Bargaining Agreement. Special Conferences will be scheduled within 21 days of the request to meet unless extended by mutual agreement. The attendees at the Special Conferences meeting shall normally be limited to the negotiating teams from the Medical Center and the Association. The parties may mutually agree to invite others to participate where appropriate.

Members of the Association shall lose neither time nor pay for attendance at such conference. The Association representatives may meet in a place designated by the Medical Center on Medical Center property, not more than thirty minutes preceding the meeting with representatives of the Medical Center.

#### **ARTICLE 7. - USE OF FACILITIES**

- A. The Association will be provided with space for the posting of the following items:
  - 1. Employee's Seniority List
  - 2. Notices of Meetings
  - 3. Notices of Elections
  - 4. Notices of Results of Elections
  - 5. Union Newsletters
  - 6. List of Union representatives
  - 7. Letters of Agreement

Before any of these items are posted, a request must be made to the Labor Relations Designee, and all postings must comply with all applicable Borgess policies.

- B. Recognizing that prompt and efficient communication of information to the members of the bargaining unit is essential to achieve the goals set forth herein as the Purpose and Intent agreed by the parties, the Medical Center shall provide appropriate available space within its facilities for properly scheduled meetings of the Association, when requested, so long as the meetings are for the purpose of the administration of the Collective Bargaining Agreement at the Medical Center or to assist or facilitate in the operations of the Medical Center, and the Association

agrees not to misuse this privilege. The parties further agree that the Medical Center retains the right to impose ordinary limitations on the permitted use of its facilities and properties.

## **ARTICLE 8. - MANAGEMENT RIGHTS**

### **Section 1.**

The Association recognizes and agrees that the Medical Center has the right to govern all aspects of operating the Medical Center and to direct its workforce at all times. The Association agrees it will not disrupt or interfere with the sole or exclusive right and responsibility of Administration to manage and operate the Medical Center.

### **Section 2.**

The Medical Center shall have the sole and exclusive right to manage the Medical Center and its operation in a reasonable fashion, including the direction of the work force, the right to hire, promote, demote, suspend, transfer, discipline or discharge; the right to release employees because of lack of work or for other legitimate reasons; the right to determine the extent and manner in which the Medical Center shall be operated, the number, locations, type and quantity of facilities and installations; the right to introduce new or improved methods of operation, procedures or equipment, including the determination of the quality and quantity of services, the control of materials, devices and equipment to be used, the elimination of any services or methods of operation, the institution of technological changes; the right to determine the qualifications necessary for the position; the right to determine assignment, scheduling and size of the work force, including the number of shifts to be worked, the hours of the shifts, starting and quitting times and the method of training employees; the right to assign work to outside contractors and to eliminate, change or consolidate jobs, classifications, shifts and operations; and the right to enact policies, rules and regulations which are not in conflict with this Agreement.

### **Section 3.**

The Medical Center retains the right to change all policies and practices, provided such changes are reasonable and not in conflict with this Agreement. In making material changes, the Medical Center will adhere to the following process:

**Notice:** The Medical Center will provide the Association with at least thirty (30) calendar days advance notice of any proposed change in policy that materially impacts the working conditions of Bargaining Unit Employees. As part of the notice, the Medical Center will provide the Association with the rationale for the change and any existing data that supports the proposed change.

**Input:** Before making a change to a policy, the Medical Center will seek and consider input from the Association and engage in a meaningful discussion in a Special Conference, on request, with designated Association representatives regarding the proposed policy or policy modification.

**Implementation:** At the end of the notice period (i.e., 30 calendar days), the Medical Center may implement the proposed policy or policy modification.

### **Section 4.**

The above rights of Management are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to Management. All of the rights, powers or authority the Medical Center had



prior to the signing of this Agreement is retained by the Medical Center, except those specifically abridged, delegated, granted to others, or modified by this Agreement.

### **ARTICLE 9. - NONDISCRIMINATION**

The Medical Center agrees, related to any other term or condition of employment, not to discriminate against any Registered Professional Nurse because of race, color, national origin, religious affiliation, sex, sexual orientation, marital status, protected disability, age, weight, height, membership or activity on behalf of the Association or participation in the grievance procedure or for any reason statutorily protected by state or federal law.

### **ARTICLE 10. - EMPLOYEE DEFINITIONS**

- A. Full-Time. Registered Nurses who are regularly scheduled to work seventy two (72) to eighty (80) hours per pay period.
- B. Part-Time. Registered Nurses who are regularly scheduled to work forty (40) to seventy-one (71) hours per pay period shall be classified as part-time employees.
- C. PRN. Employees who are either not regularly scheduled or are scheduled for fewer than forty (40) hours per pay period and who may be called to work when needed, shall be classified as relief employees. PRN employees shall not be covered by this Agreement. The Medical Center agrees not to engage the services of PRN employees in order to permanently replace regularly scheduled full or part-time Registered Nurses, whether on active employment or layoff status.
- D. Agency Employees. Registered Nurses hired through an employment service agency for a period of five (5) months or less to fill a temporary vacancy or a temporary position which the Medical Center is unable to fill through the procedures of Article 12. Agency employees are not covered by this Agreement.

The Medical Center agrees not to engage the services of agency employees in order to permanently replace regularly scheduled full or part-time Registered Nurses, whether on active employment or on layoff status.

- E. Probationary Employees. New full-time and part-time employees shall work on a probationary status for the first ninety (90) calendar days, after which the Medical Center may extend the probationary period for an additional thirty (30) days. The Medical Center shall promptly notify the Association of its decision to extend the employee probationary period. During this period, the Medical Center shall evaluate the ability of a probationary employee to perform the required work.

The decision not to retain a probationary employee is the exclusive province of the Medical Center and such decision will not be subject to the grievance provisions of Article 23. Probationary employees are otherwise covered by the provisions of this Agreement.

Those individuals transferring into the bargaining unit with prior continuous Medical Center service and with prior Association affiliation will be considered active bargaining unit members on the date they transfer into the bargaining unit position.

- F. Temporary Nurses (e.g. Short Term Option). A nurse hired to work for a defined period of

time not to exceed twenty-six (26) weeks. A Temporary Nurse shall not be covered by this Agreement. The employment of a Temporary Nurse will not be extended beyond twenty-six (26) weeks without agreement of the Union. Temporary nurses employed at the time of ratification will be allowed to complete their current contracts even if they have already exceeded the twenty-six (26) week limit. The Medical Center agrees not to engage the services of temporary nurses in order to diminish bargaining unit positions or to permanently replace regularly scheduled full or part-time RNs, whether on active employment or on layoff status. The Medical Center will not hire any nurse as a temporary nurse who is a member of the bargaining unit, or was a member of the bargaining unit within the last twelve (12) months.

### **ARTICLE 11. - SENIORITY**

A. Seniority has more than one definition in this Agreement. The following definitions shall apply as appropriate:

1. Medical Center Seniority. Medical Center seniority is the length of continuous service with the Medical Center since the employee's most recent date of hire.
2. Medical Center Benefit Date. The Medical Center benefit date is the starting date of an employee's current uninterrupted tenure in a full-time or part-time position. This seniority date is used to calculate eligibility for leaves of absence without pay, accumulated PTO, insurance and retirement benefits.
3. Bargaining Unit Seniority. Bargaining Unit Seniority is defined as the length of continuous service as a Registered Nurse in a position within this bargaining unit. An RN who transfers outside the bargaining unit, but remains in a position with the Medical Center, shall have their bargaining unit seniority frozen at that level for twenty-eight (28) days. If the RN returns to the bargaining unit within the twenty-eight (28) days, it shall be the responsibility of the RN or the Union to notify the Medical Center that the original Bargaining Unit Seniority date needs to be reinstated. RNs placed in non-bargaining unit light duty assignments with the Medical Center shall continue to accrue bargaining unit seniority. RNs placed in non- bargaining unit light duty assignments will retain the right to return to their position for up to five months from the date they are placed in the light duty position. After five months and up to one year, the RN may be returned to an available open bargaining unit position for which they are qualified or transferred to PRN status.

Bargaining unit seniority shall be used in processing layoff and recall, transfers and vacancies, educational leaves of absence, educational development, schedule changes, wages and PTO scheduling.

4. In each case where there is a tie among nurses on their seniority, the last digit in the RN's social security number will be used. The highest number will be considered the most senior. If the last number is the same, then the last two numbers will be used.

B. Upon request, but no more often than once per month, the Medical Center shall provide the Association with a complete seniority list. This list shall include the name, position title, status, last hire date and bargaining unit seniority date of each employee. The Medical Center shall provide the Association with at least monthly notices of all additions and deletions to the

bargaining unit.

C. Loss of Seniority.

1. General Rules. An employee covered by this Agreement shall cease to have seniority and shall have their name removed from the seniority list, in the event the employee:
  - a. is discharged for just cause and the discharge is not reversed; or
  - b. retires; or
  - c. resigns; or
  - d. is laid off for a period of one (1) year; or
  - e. accepts employment elsewhere while on a leave of absence (other than an Association business leave of absence or if the employment is approved by the Medical Center) or is self-employed for the purpose of making a profit, during a leave of absence; except if such employment is not inconsistent with the purposes or need for the leave; or
  - f. fails to report for work on the first working day after expiration of a leave of absence; or
  - g. fails to report for work within seven (7) working days after they are notified of recall to do so--in person, by telephone, or by telegram or by certified or registered mail sent to their address of record with the Medical Center; or provided that, in the case of notice given in person or by telephone the Medical Center shall promptly thereafter give to the Association a memorandum, in writing, that it has given such notice; or
  - h. is absent from work, without notice or without permission for three (3) consecutive scheduled workdays; or
  - i. becomes unable to work as a Registered Nurse through loss of required state licensure; or
  - j. Twenty-eight (28) days following transfer out of the bargaining unit.

**ARTICLE 12. - TRANSFERS AND VACANCIES**

When permanent or temporary job vacancies occur, employees shall be permitted to indicate a desire to be considered for such vacancies. The requirements for the job must be clearly stated. The vacancy shall be awarded to the qualified bargaining unit applicant for the job opening taking into account the nurse's skills, ability, experience, and education, all as submitted on the posting. Active Step 2 (or higher) corrective actions will be taken into account for transfer, unless waived by the Department Manager where the vacancy exists. If two (2) or more of these applicants are equally qualified, the nurse with the most bargaining unit seniority will be awarded the position.

When a nurse accepts a new position, the nurse may not transfer to another position until six (6) months

after they have completed orientation, or one (1) year, whichever is the shorter of the two time periods, except in those limited areas where the orientation itself is scheduled to be longer than one (1) year, and in those areas, the nurse may not bid until three (3) months after they have completed orientation. This provision does not apply to shift changes within the same department. Exceptions may be made at the discretion of the Hospital. A nurse may request a Medical Center employed union representative in that discussion.

In the event there are no qualified internal applicants, the employer may fill the position externally.

Should such vacancy/opening be a temporary position, the length of the position shall be identified and the nurse shall be given the option to return to their original position, if their position remains open at the end of the appointment. Temporary vacancies should be filled so as not to adversely impact staffing and patient care.

If the new position is a shift or status change within the same Department, the Nurse will be moved into the new position within two (2) full schedules. This provision may be waived by mutual consent.

If the new position is in a different Department, the Nurse will be moved into the new position within two (2) full pay periods.

If the transferred nurse does not successfully complete orientation in the new position (as mutually determined by the Department Manager, the preceptor(s), and the RN educator), the Nurse will have the option to either: (1) return to their original position so long as the original position is still open and has not been offered to another individual; or (2) apply for another opening within the Medical Center for which they are qualified, and the six (6) month restriction shall be waived.

### **ARTICLE 13. - ORIENTATION, EVALUATION AND LICENSURE**

- A. Orientation: All nurses shall receive an orientation consistent with Medical Center policy. Department Based Care Committee (DBCC) (see Article 6) and appropriate Clinical Nurse Educators will review these orientation programs and implement necessary improvements. This review will include preceptors, staffing, requirements of orientation, progression through orientation and criteria for completion of orientation. Orientation periods may be extended in individual cases where an employee is otherwise showing progress and demonstrating success. RNs in orientation status will not be counted toward meeting the department staffing guidelines and may not be mandated or reassigned during orientation or for the first six (6) months following successful completion of orientation.

Evaluation: The Medical Center will develop and approve a standard evaluation form based on the position description which shall be reviewed annually and revised as necessary. The evaluation form will be reviewed by the Staff Council President.

- B. All bargaining unit members will have their nursing practice evaluated by an RN who is not a member of the bargaining unit and the evaluation will be given to the bargaining unit RN by their Director/ Manager/ Supervisor.
- C. RNs must have licenses as required by any regulatory agency that has jurisdiction over the Medical Center, including, the State of Michigan and the Joint Commission.

**ARTICLE 14. - EDUCATIONAL DEVELOPMENT**

A. Tuition Reimbursement

In order to be eligible for full or partial reimbursement, an employee must meet the following requirements and are subject to pre-approval by the Medical Center:

1. Have been employed at the Medical Center for at least one (1) year from their benefit date and must remain an employee through the completion of the course.
2. Courses applicable to a BSN or MSN will qualify for reimbursement as described in 4 below relative to the employee's status. Any other course which pertains to a health care related discipline must be pre-approved. The course must be degree related. Approval in advance must be obtained using the Educational Assistance Program Financial Reimbursement Request form, which can be found on-line on the Ascension portal.
3. After the course has been completed, the original form will then be recirculated, with a copy of the grade attained for the course, and a receipt of tuition payment, clinical fees, lab fees, and deferred payment.
4. Qualified reimbursement shall include tuition fees, matriculation fees and training materials (exclusive of textbooks). Payment will be made at the completion of a course in which a grade of "C" or better is earned. Those employees who have met the above requirements shall be reimbursed up to the maximum amount annually, according to the following scale:

Status	Maximum
Full-time employees	\$6,000
64-hour employees	\$5,000
48-hour employees	\$4,000
32-hour employees	\$3,000

Approved correspondence and certification courses will fall under continuing education guidelines.

5. The employee who has received a tuition reimbursement must remain employed with the Medical Center for twelve (12) months after completion of the program or will be required to reimburse the Medical Center for the tuition reimbursement.

The Medical Center's reimbursement obligation shall be coordinated with any scholarship, grant, gift, or other similar education expense payments paid directly or indirectly to support a nurse's education under this Article.

B. Continuing Education

The Medical Center recognizes a commitment to continuing education and will continue to

make available in-house opportunities for RNs to obtain in part the appropriate continuing education contact hours for re-licensure and further professional development. At the beginning of each fiscal year as approved, a budgeted amount of educational funds for staff nurse continuing education will be available and allocated by the VP of Nursing. The Hospital, the Continuing Professional Development department, and/or the Department Based Care Committee (DBCC) will annually identify educational priorities and opportunities for the department and forward these priorities to the NSCC/VP of Nursing.

A request to attend a class or program must be submitted to the Department Manager or Director prior to the posting of the schedule unless otherwise approved by the manager.

1. External Programs. (Conferences, programs or classes offered by external organizations and generally off-campus).

Approved external programs will be paid as the employee's normal shift (i.e., 8, 10, 12, hours). Nurses may also be reimbursed for out-of-pocket expenses incurred at such meetings.

2. Internal Programs/Mandatory In-services. (Conferences, programs or classes offered on-campus by the Medical Center.) If the time spent on these will accrue overtime, they must be approved in advance by management, regardless of whether it is pre-scheduled or assigned in lieu of low need. Time spent in attendance at internal Medical Center educational offerings, mandatory in-services or completing an E-learning inservice is treated as hours worked. If the nurse is attending the class or program or completing an E-learning inservice during scheduled work time, the nurse may be required to return to complete their shift that day. If the Medical Center determines that the RN is not needed that day to complete his/her shift, he/she may elect to:
  - a. complete his/her shift through use of PTO time;
  - b. work the remaining hours at another time as mutually agreed upon with the manager; or,
  - c. take the remaining time off without pay.

RNs scheduled to work a shift starting at 7:00 p.m. or later who are required to attend a mandatory in-service class of six hours or more the following day will be excused from their shift and paid for their regularly scheduled hours (no additional pay for attendance at the inservice class).

## **ARTICLE 15. – HOURS OF WORK**

### A. Work Week

The work week for the computation of regular and overtime hours consists of a seven (7) day period commencing at 11:00 p.m. on Saturday and ending at 10:59 p.m. seven (7) days later. The pay period for purposes of calculating hours will consist of a 14-day period commencing at 11:00 p.m. on Saturday and ending at 10:59 p.m. fourteen (14) days later.

### B. Breaks

All nurses shall be given two (2) fifteen (15) minute rest periods during an eight (8) or ten (10) hour shift and a thirty (30) minute unpaid work free lunch period. Nurses who work twelve (12) hour shifts will be given three (3) fifteen (15) minute rest periods and a thirty (30) minute unpaid work free lunch period. When workload allows, one of the rest periods may be aligned with the lunch period with the approval of the supervisor or their designee.

Every attempt will be made to schedule lunches in appropriate time frames. If it becomes apparent that this will not be possible, the supervisor will inform the employee of this as soon as possible.

If an RN does not receive an uninterrupted lunch period, RNs will be paid for their lunch period at two (2) times their regular hourly rate. Employees must report, in writing, every shift for which an employee does not receive an uninterrupted lunch period. The report must be made on the day that the lunch period is missed. Prior to working through a lunch period, approval must be obtained from the Charge Nurse, immediate supervisor, or House Supervisor. This will allow the Hospital to try and arrange for the lunch period.

C. Modification of Shift Lengths

In the event it is determined that a modification of any shift length is necessary to meet Medical Center needs, the appropriate manager will meet with department staff to discuss the rationale for the determination and to resolve the issues surrounding the determination. This will be done within the context of the approved operating budget.

In the event no resolution of issues is achieved through this procedure, the Medical Center will meet with the Association to discuss both the determination and its effects. Thereafter, the Medical Center is free to modify shift lengths so long as the determination is based on reasonable business considerations.

D. On-Call Procedures

In the event an RN on-call procedure is needed in a department not currently under such a procedure, the appropriate manager will meet with DBCC to attempt to establish a voluntary procedure. If a voluntary program cannot be agreed upon, reasonable efforts will be made to utilize alternative resources. The Medical Center will meet with the Association and attempt to resolve a procedure which meets staffing needs. Thereafter, the RNs in the applicable department may be required to take call, subject to ongoing discussions between the Medical Center and the Association.

Problems with assigning nurses on “on-call” systems, providing replacements for relief, and extension of the nurse’s regular assigned schedule (i.e., present practice) may be presented by either side at a special conference. This shall not limit the rights of individuals to use the established grievance procedure.

E. Posting of Schedules

Schedules are customarily produced taking into consideration the anticipated work load, the need for qualified staff and the desire for predictability. While these interests are ordinarily met when schedule patterns are repeated over time, variation in these patterns may occur when

patient care needs require it.

When the Medical Center needs to depart from schedule patterns that have been repeated over time, or from a nurse's chosen days in units that have implemented self-scheduling, the Medical Center will first seek volunteers to change their preferred schedule days, then move nurses in reverse order of seniority. These steps are still subject to patient care considerations and the need for staff with the appropriate skills. DBCCs may discuss and vote to recommend changing the practice in a given department.

The schedule will be posted no later than two (2) weeks prior to its effective date. The on-call schedule shall be posted no later than (2) weeks prior to its effective date. Requests for benefit/PTO days shall be made three (3) weeks prior to the posting of the affected schedule. However, it is understood that changes may be made after such posting at the request of either party and with the consent of the other. (Except as provided in Article 21, Layoff and Recall).

F. Hours/Shift Changes

Initially the Medical Center will request volunteers for hour/shift changes. Employees will be kept as close to their current hours as possible. If conflicts arise, employees will be given choices beginning from the individual with the most bargaining unit seniority down to the individual with the least bargaining unit seniority. If there are no volunteers, the following will apply:

1. The least senior RN within the affected shift will assume the new shift hours.
2. RN status (FT, PT) and shift will be preserved.
3. Non-traditional and 10/12 hour shifts will be considered a part of the shift in which the majority of the hours fall.
4. Any remaining available positions within the unit will be posted and subject to conditions outlined in Article 12, Transfers and Vacancies.

G. Maintenance of Hours

If an RN works another department, the nurse will be expected to work their normally scheduled hours consistent with any applicable low need and/or positional requirements that may exist.

H. Sixty (60) Hour Weekly Maximum

No RN shall have direct work hours that exceed sixty (60) hours in five (5) consecutive days for twelve (12) hour shift RNs or that exceed sixty (60) hours in any consecutive seven (7) day period for all other shifts, except for a pandemic event, a government-declared emergency, or a Medical Center-declared emergency pursuant to the Medical Center's comprehensive disaster plan. Direct hours worked for purposes of the 60-hour maximum shall include the following category of hours actually worked: regular hours, available hours, traded hours, unexpected hours (this includes overtime hours), and call-back hours; provided, however, call-back hours are not counted towards the 60-hour maximum in CVL. RNs shall be responsible for recording time they worked in all units. Direct hours worked does not include indirect hours worked such as conferences and councils, and also does not include hours beyond the end of shift. However,



with incidental time beyond the end of shift, no RN shall exceed sixty-five (65) hours in any consecutive seven (7) day period.

I. Realignment of Department

When a decision has been made to realign a department, the Hospital will notify the Union. If requested by the Union, the Hospital will meet with the Union to discuss the realignment. Proposed schedules for realignment will be posted by the Hospital. Nurses will have ten (10) days from the date of posting to submit, in writing, their preferred schedule by order of preference, based on the posted schedule. Each nurse will number each schedule listed on the posted schedule in order of preference, with 1 designating their most preferred schedule, and so on. Schedules will be assigned by preference in order of seniority (highest to lowest). RN status (FT, PT) and shift will be preserved as practicable. Nurses who do not submit their preferred schedule within ten (10) days from the date of posting may have a preferred schedule assigned to them.

Following the realignment process, if there are Nurses without positions to choose from in the department, the conditions outlined in Article 21, Layoff and Recall shall apply.

J. Scheduling and Resource Application

The Hospital may develop and implement applications for self-scheduling, trading shifts, picking up available hours, etc. One example of such an application is the OneNurse App.

The Hospital agrees that implementation of such applications will not violate the scheduling procedures or seniority rights set forth elsewhere in this contract.

The Hospital further agrees that RNs will be able to access such applications outside of the hospital, and will not be required to use a smartphone application for purposes of checking, creating, and modifying their schedules.

**ARTICLE 16. - FLEX, FLEX-FLOAT, FLOAT POSITIONS**

A. Definitions:

1. Flex (aka Rotating) is a position that is designated to work different shifts within a specified department.
2. Float is a position that is designed to work in more than one specified department on the same shift.
3. Flex-Float (aka Rotating-Float) is a position that is designated to work different shifts within specified departments.

Prior to assigning a registered nurse to float, the Medical Center will ensure that the nurse possesses the competencies to provide safe and competent care to the assigned patients.

- B. When a departmental need arises to flex a Nurse who is in a flex position, the Hospital will first seek volunteers from the Department. If there are no volunteers, nurses in flex positions will be flexed in

reverse order of seniority (lowest to highest) on a rotating basis. Nurses will have 48 hours off prior to a period of schedule flexing and 48 hours off before returning to their usual schedule. This provision may be waived by mutual consent.

- C. Each position will have a base department and base shift for purposes of evaluation, continuing education requirements, budget, awarding PTO, and personnel policy enforcement.
- D. RNs in float positions must work in each department to which they float at least one time every three (3) months in order to maintain competencies. RNs who have not worked in a department to which they float for three months or more, upon request, will receive instruction, direction and information pertaining to being able to competently and safely perform work within the department.

RNs who accept a float position will initiate orientation within six (6) months to all departments to which they will float. This timeframe may be extended by mutual agreement between the affected RN, management and MNA staff council chair.

#### **ARTICLE 17. - NURSING RESOURCE TEAM (NRT)**

- A. The parties agree that the Medical Center will establish a Nursing Resource Team (NRT) in order to facilitate adequate staffing to provide safe and appropriate care. The NRT will be comprised of full-time and part-time bargaining unit members. NRT staff will be used to fill openings which result from unfilled open positions, leaves of absence, call-ins, and to facilitate vacation scheduling.

For purposes of evaluations and PTO scheduling, the NRT staff's base department will be the NRT. The parties agree that prior to posting available hours in any department, bargaining unit NRT RNs may be scheduled up to their status. On each 12 hour shift, the Hospital will attempt to schedule at least two (2) NRT RNs to the NRT department to be used to fill call-ins and unexpected needs. If, prior to the start of a regularly scheduled shift, any of these NRT RNs cannot be assigned to an opening on a unit, a review will occur of the units in which they work and they will be assigned to replace non-bargaining unit RNs first, RNs in overtime status next, and RNs in additional non-overtime hours last. If low need occurs in a department, NRT staff will be reassigned as appropriate. If reassignment is not needed, the NRT RN will be considered part of the staff of the department to which they are assigned.

The parties agree to discuss issues (including contractual issues) relating to the NRT at special conferences when requested. Practice issues concerning the NRT that are unresolved at the DBCC will be referred to the NSCC.

- B. The parties agree to the enhancement and broadening of NRT to provide necessary RNs to help with the increased need for staffing caused by such things as increase in patient census, unexpected absences, FMLs, PTO usage, and other variables in the workplace that cause temporary challenges in staffing. As a result, NRT must have the following attributes:
  - flexibility in scheduling and enhanced commitment to weekend or off-shift hours;
  - specified areas of competencies that follow safe transfer to different areas;

- unrestricted use of NRT staff by management within the areas of the nurses' competencies; and
- increased pay to nurses in NRT based upon the scheduling flexibility and areas of competency.

### **ARTICLE 18. - AVAILABLE HOURS**

Available hours will be posted two (2) weeks prior to the effective date of the schedule.

Nurses may choose to work available hours on open shifts, in addition to their regularly scheduled shift. Once available hours are awarded to a nurse, it is the nurse's responsibility to work those hours.

Expected available hours will be posted with the schedule in the department. Nurses will have a minimum of five (5) days to sign up for available shifts.

Preference will be given for nurses who want to work the full shift. If bargaining unit members do not sign to work the entire shift, the Medical Center may fill the hours in whatever manner it chooses, including using nurses from outside the bargaining unit.

The expected available hours will be awarded to bargaining unit members first and will be offered by seniority (highest to lowest) to nurses in the department where the hours are available per the priority list below (NRT nurses will be considered part of the department where they sign for any available hours):

1. Nurses who work the same shift who would incur the least amount of overtime by working the available hours;
2. Nurses who work any shift who would incur the least amount of overtime by working the available hours;
3. Nurses who work the same shift, regardless of overtime status;
4. Nurses who work any shift, regardless of overtime status;
5. Qualified Nurses from other departments who would incur the least amount of overtime;
6. Any other qualified source.

Unexpected available hours are hours that become open after the schedule begins. They will be awarded as follows:

1. The Hospital will send out a mass text to all nurses that have opted-in. The available hours will be awarded to the first qualified nurse that accepts the available hours in response to the text;
2. Any other qualified source.

## **ARTICLE 19. - LOW NEED, REASSIGNMENT, AND SUPPORT RNs**

### A. Low Need

The Medical Center may determine that a low need situation exists and reduce the number of staff for specific hours during a shift or for an entire shift. In that event, the Medical Center shall low need staff consistent with the following:

1. RNs may be reassigned to other departments on the same shift where they are qualified and oriented, with NRT and Float nurses being reassigned first.
2. RNs who may not have the special qualifications necessary to provide care to the patients at the time of the low need shall be low needed before RNs who have the necessary special qualifications to care for the patients on the unit at the time of the low need.
3. Non-bargaining unit RNs (PRNs) shall be mandated on low need before bargaining unit RNs, except if a PRN is working one of his or her two prescheduled minimum monthly shifts.
4. RNs who are working extra hours or are receiving overtime pay shall be low needed before RNs working their regularly scheduled hours at straight time.
5. Volunteers for low need will be solicited in order of seniority, highest to lowest, after RNs who are working extra hours or receiving overtime pay have been low needed.
6. The Medical Center will mandate low need by rotating it in order of bargaining unit seniority, lowest to highest. Rotation shall be reset every quarter: January 1, April 1, July 1 and October 1.
7. The Medical Center will provide as much advance notice to the impacted RNs as reasonably possible.
8. An RN who has been low-needed prior to the start of the shift may be required to be on-call for the shift if they cannot be reassigned to another department for that shift.
9. Low need will not be used as an advanced scheduling system.

### B. Reassignment

When a RN is to be reassigned, the Hospital will seek qualified volunteers first, then RNs will be reassigned in reverse order of seniority, as long as it permits the appropriate number of RN(s) to stay in the unit who have the necessary qualifications to care for the patients on the unit at the time. DBCC's may discuss and vote to recommend changing the practice in a given department. The difference between a reassignment and a support RN is that a reassigned RN is given a patient assignment, a support RN is not given their own patient assignment (defined below). Only reassigned RNs are eligible for reassignment pay under Article 27, Section 13.

At their own discretion, RNs may voluntarily pick up shifts on units in which they are oriented and qualified, outside of their home unit and regularly scheduled shifts. In these circumstances, RNs will not be eligible for reassignment pay.

C. Support RNs

An RN may be assigned as a support RN to a different department. The following guidelines will govern assignments as a support RN:

1. Support RNs will not be utilized to replace staff in extra hours, on-call staff, or mandatory overtime.
2. Support RNs will not be given their own patient assignment; this means that they will not be the primary RN formally responsible for the care of a patient.
3. When assigning a support RN, the Medical Center will ask for volunteers first, then assign by reverse seniority, as long as it permits the appropriate number of RN(s) to stay in the unit who have the necessary qualifications to care for the patients on the unit at the time. DBCC's may discuss and vote to recommend changing this step in the guidelines in a given department.
4. The receiving unit's charge RN or manager will provide a geographic orientation and necessary door codes and accesses.

D. Excluded Departments

RNs from departments with mandatory on-call (including Labor & Delivery, CVL/EP, IR/NIL, Surgery, OSS, and PACU) will not be reassigned to other departments or be assigned as support RNs unless one of the following criteria have been met in the receiving department:

1. An increase in the nursing unit's average daily census/total census/volumes greater than or equal to 20%;
2. A nursing unit's RN vacancy rate is equal to, or increases by, 20% or more;
3. A nursing unit's RN leaves of absence rate is equal to, or increases by, 20% or more.

**ARTICLE 20. - TEMPORARY UNIT/DEPARTMENT CLOSURE**

- A. A temporary closure of a unit or department is defined as one that the Medical Center anticipates will be closed for ninety (90) calendar days or less. If the temporary closure lasts longer than ninety (90) calendar days, the Association may request a special conference to discuss concerns related to continuing to treat the closure as temporary.
- B. The Medical Center will notify the staff within the affected department of the temporary closure.
- C. The Medical Center will provide information regarding any unfilled hours to affected nurses, who may sign for these hours if they are qualified and oriented.
- D. Four (4) RNs will be placed on call or an otherwise appropriate number of RNs, if necessary.
- E. Nurses not otherwise reassigned or on call will follow the provisions regarding low-need as listed under Article 19.

- F. As patients are moved to different areas, the proportionate number of RNs will be moved to provide the care needed. In these cases, the RNs will not be eligible for re-assignment pay.
- G. Reopening of a closed unit.
  - 1. To reopen a unit, the staffing guidelines for the unit shall be followed.
  - 2. In making patient assignments as a unit opens, patient care shall guide the assignments that are made and, as appropriate, RNs with full patient assignments will move with that full assignment of patients as it reopens.

**ARTICLE 21. - LAYOFF AND RECALL**

A. General

For all purposes of this Article, seniority shall refer to bargaining unit seniority by pay periods. In all cases of the application of seniority, pursuant to this Article, where determination must be made about an RNs "current qualifications / competency" to perform the available work, the Medical Center shall take into account particular skill, ability, experience, and education of the RN. The final determination of competency shall be made by the Medical Center after consultation with the individual RN and with the Association.

- B. Layoff: - A layoff is a reduction of employees for lack of work for an indefinite period of time.
  - 1. For purposes of selecting employees for layoff by shift and defining the job movement rights outlined below, non-traditional and 10/12 hour shifts will be considered a part of the shift in which the majority of the hours fall.
  - 2. The Medical Center will determine the number of positions impacted by status (FT, PT). The employee's status is defined by the number of hours assigned by pay period.
  - 3. When it becomes necessary to layoff nurses, all available open positions and positions on hold within the bargaining unit shall be frozen as of the date the Medical Center notifies the Association and removed from the posting board. These positions will not be offered to any other applicant until all displaced nurses have completed the layoff process. The following order will be used in selecting the individuals to be displaced:
    - a. Non-bargaining unit members.
    - b. Employees in the department on the shift and with the same status, and for NRT employees in the same cluster, affected by the layoff, with the least bargaining unit seniority will be laid off first, and so on, providing the remaining employees in the department have the skill, ability, and availability to qualify to provide safe and appropriate patient care.
  - 4. The Medical Center shall give at least two (2) weeks notice of layoff to the Association or will pay affected RNs for their regularly scheduled shifts in lieu of notice.
  - 5. Each affected RN will be notified by seniority of their layoff options by representatives of the Medical Center and the Association and given up to twenty-four (24) hours to make a selection. Information including the list of frozen positions and job descriptions for each will be provided to RNs. Extensions may be granted upon request of either

party.

6. The following selection order will be followed or the RN may waive seniority sequenced choice until the remainder of the affected RNs have made their selections. Any and all RNs who have made such waiver may then select from remaining open positions regardless of status.
  - a. The RN will accept any available open position with the same status within the department for which they are currently skilled to perform. If no such position is available,
  - b. the RN will accept any available open position within the clinical group with the same status for which they are currently skilled to perform. If no such position is available,
  - c. the RN will accept any available open position within the bargaining unit with the same status for which they are currently skilled to perform. If no such position is available,
  - d. the RN will displace the least senior RN within the same department with the same status. If there is no such RN to displace,
  - e. the RN will accept any available open position within the bargaining unit. The RN must make reasonable progress\* or they will be laid off with recall rights limited to positions for which they have current qualifications,
  - f. the RN will displace the least senior RN with the same status within the bargaining unit. The RN must make reasonable progress\* or they will be laid off with recall rights limited to positions for which they have current qualifications.

\*"Reasonable Progress" is the demonstrated ability by an RN to achieve departmental orientation objectives and competencies within the departmentally defined orientation period. A periodic evaluation process will be agreed upon at the beginning of the orientation period and shared with the RN and the Association prior to the RN making their selection. If the Medical Center determines that it would not be feasible for the RN to become qualified during the orientation period, the Medical Center may deny the RN the opportunity to be placed in the position after notification to the Association.

7. If the affected RN does not follow any of the above steps in the layoff process, the RN will either transfer to PRN status or be laid off.
8. Recall Process
  - a. The most senior laid off RN shall be recalled first.
  - b. Recall will occur with RN status maintained.
  - c. The RN being recalled will be placed in a position for which they may become qualified with the appropriate orientation. If reasonable progress is not made, the employee will be laid off and the employee's recall rights will be limited to open

positions for which they have current qualifications.

- d. It shall remain the responsibility of the laid off RN to notify the Medical Center's human resources department of any changes in address or telephone number. RNs who remain on layoff for a period of more than twelve (12) consecutive months shall lose their seniority and will not be considered for job placement.

9. Recall to Previous Position

When an RN's original position again becomes available, they shall have the option to remain in the position chosen due to layoff or return to their original position by designating "recall" on the posting form within eighteen (18) months or the length of bargaining unit seniority, whichever is less, of layoff. Failure to specifically indicate "recall" on the posting and/or intra-Medical Center transfer form will not obligate the Medical Center to honor the RN's request.

**ARTICLE 22. - MAINTENANCE OF CORRECTIVE ACTION**

All Registered Nurses shall be treated with dignity and respect.

All Registered Nurses shall be provided due process which requires notice and understanding of the standards of performance and conduct required of the RNs and appropriate notice of any deficiencies and violations.

Nurses shall only be disciplined for just cause. Ordinarily RNs will progress sequentially through corrective action steps prior to termination. However, if the event warrants, discipline may be accelerated up to and including termination of employment.

Corrective Action will be issued in a timely manner in relationship to events giving rise to the corrective action.

**ARTICLE 23. - GRIEVANCE PROCEDURE**

- A. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disagreements as they arise. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of a nurse or group of nurses.
- B. A grievance is defined as a dispute between an associate or the Association and the Medical Center, involving the application of one or more provisions of this Agreement or a claimed violation of one or more provisions of this Agreement, presented in a timely manner as defined below. A grievance under this Agreement shall include a statement concerning the section or sections of the Agreement or the past practice which are claimed to have been violated, a description of the alleged violation, including but not limited to the date(s) on which the violation is alleged to have occurred, the name(s) of the associate or associates who are grievant(s) (or a description of the group of associates in the case of a Group Grievance), and a brief summary of facts on which it is based and the remedy sought, to the extent it can be determined at the time, written on a standardized form.
- C. Definitions:
  1. The term "days" as used in this Article shall mean calendar days excluding holidays, as



defined in Article 25, Section III.B., weekends, and days that the Human Resources office is closed. The Human Resources office closure is only relevant to the Step 3 timeline of the grievance procedure.

2. The term "immediate supervisor" as used in this Article shall mean the appropriate Clinical Manager, Supervisor, Assistant Department Director, or Department Director.
- D. Time limits, at any step in the grievance procedure, may be extended by written mutual consent of the Medical Center and a member of the Staff Council Executive Team.
- E. Steps in the Grievance Procedure

Step 1: (Oral Grievance Conference) The aggrieved nurse shall, within seven (7) calendar days of the occurrence of the event forming the basis for the grievance, or within seven (7) calendar days after the grievant(s) obtained actual knowledge or could reasonably have obtained such knowledge of said event, present notice of request for a grievance conference to the immediate supervisor or designee. A conference will be scheduled within seven (7) calendar days of the notice of the oral grievance with the immediate supervisor or designee to discuss the grievance with a Grievance Committee Representative. The immediate supervisor or designee will orally respond within seven (7) calendar days of the first step conference.

Step 2: (Submission of Written grievance) If the grievance is not resolved by the immediate supervisor, it will be reduced to writing and given to the appropriate Department Manager/Director within seven (7) calendar days of the oral response in Step 1. The Labor Relations Partner may be present at Step 2 for purposes of fact finding and recommendations. The Medical Center shall render an answer in writing (with copies to the grievant and the Grievance Committee Representative) within seven (7) calendar days after such conference.

Step 3: If the grievance is not resolved at Step 2, the Step 3 meeting will be scheduled with the Management Grievance Committee at the next designated monthly meeting with the Association Representative, the Association Grievance Committee and the grievant through the office of Labor Relations, upon presentation of the grievance by the grievant or Grievance Committee Representative within seven (7) calendar days of the written Medical Center answer at Step 2. The Step 3 Grievance Hearing will be held one (1) day of each month. Designees will be notified of the schedule and grievances will not be replaced on a schedule unless mutually agreed upon by the Association and the Medical Center. A written decision on the grievance shall be rendered to the Association Representative within fourteen (14) calendar days after such conference with copies to the grievant and the Association Grievance Committee Representative.

Step 4: Arbitration. Any grievance involving the application or interpretation of this Agreement may be submitted to arbitration by the Association, provided a demand to arbitrate is filed within forty-five (45) calendar days of receiving the Step 3 answer. Upon receipt of the demand to arbitrate by the Medical Center, the parties shall proceed in the following manner:

- a. The parties shall use the following panel of three (3) arbitrators on a rotating basis in alphabetical order:

Deborah Brodsky  
Doyle O'Connor

Mark Glazer

If more than one case is demanded on the same date, the arbitrator will be assigned based on the date the grievance was filed, the oldest first.

- b. The parties agree that the above list shall continue until such time either party desires to change or modify the list. The party desiring the change or modification must notify the other party to this Agreement in writing. Upon such notification, the parties will meet to review the list and mutually agree upon a new or revised panel of arbitrators. Failing agreement, the list will remain as set forth above.
  - c. Without mutual agreement between the Association and the Medical Center, no more than one (1) grievance may be submitted to arbitration at a time.
  - d. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement regarding the grievance in question, but shall not have the power to alter or modify the terms of the contract. The parties agree that the arbitrator shall have the power to issue subpoenas, both Duces Tecum and Ad Testificandum. Such subpoenas shall be fully enforceable. With respect to arbitration involving discipline of an employee, the arbitrator shall determine if the discharge or discipline was for just cause and review the penalty imposed, and if it is determined that the penalty is inappropriate and/or unduly severe, the arbitrator may modify the penalty accordingly or uphold it if deemed appropriate. Any case appealed to the arbitrator, over which there is no authority to rule, shall be referred back to the parties without decision. No award by the arbitrator shall be retroactive beyond forty-five (45) calendar days prior to the occurrence of the facts which gave rise to the grievance. No award of an arbitrator shall affect any employees of the Medical Center other than the grievant or grievants. The decision of the arbitrator shall be final and binding on the Medical Center, the Association and the grievant.
  - e. The expense of the arbitrator and hearing facilities shall be borne equally by the parties.
- F. When any of the steps in the grievance procedure occur during the working hours of the aggrieved party and/or members of the Grievance Committee, and their presence at these steps is reasonably required, such nurses will be allowed time away from work (without loss of pay at their straight time hourly rate) providing the supervisor and the Grievance Committee Representative agree that patient care will not be unreasonably interrupted during this absence. Patient care coverage will not be unreasonably withheld during this absence. In the event of a group grievance, no more than two (2) representatives of the group will be released to attend unless approved by the Labor Relations Partner.
- G. Should the Association desire to contest the dismissal of any Registered Professional Nurse, notice shall be given to the Medical Center within seven (7) calendar days of date of dismissal and the issue shall thereafter be submitted and determined under the Grievance procedure set forth in this Agreement commencing at Step 3 of the Grievance Procedure.
- H. Group Grievance.

The Association may initiate a grievance at Step 3 of this Article which impacts the bargaining unit, provided such grievance has the authorized signature of a bargaining unit member. The grievance must be submitted to the Labor Relations Partner or designee with notice of the grievance provided

by interoffice mail or e-mail to the Department Director(s).

**ARTICLE 24. - WITHHOLDING OF PROFESSIONAL SERVICES**

- A. Adequate procedures provide for equitable settlement of grievances arising under this agreement. The Association and the members of the bargaining unit under this Agreement will not engage or encourage any strikes, sit-down, stay-ins, slowdown or similar actions (including safety, sympathy and unfair labor practice strikes) during the effective period of this Agreement.
- B. The Medical Center shall have the right to discipline or discharge any employee participating with such interference and the Association agrees not to oppose such action. It is understood, however, that the Association shall have recourse to the grievance procedure as to matters of fact in the alleged action of such employees.
- C. The Medical Center will not lock out any employees during the term of this Agreement.

**ARTICLE 25. - PAID TIME OFF**

SECTION I- PTO Accrual.

- A. Employees will have a single bank of paid time off hours (PTO) that can be used for vacations, personal days, sick days, and holidays. PTO will be computed based on the Medical Center benefit date and the employee's status (full-time, part-time).

Accrual rates for employees will be as follows:

<u>Years</u>	<u>Status</u>	<u>Maximum Balance</u>	<u>Hours Deposited Per Hours Worked</u>
Years 00 - 02	FT PT	320	.0577
Years 03 – 05	FT PT	320	.0769
Years 06 - 08	FT PT	320	.0923
Years 09 - 13	FT PT	320	.1
Years 14 - 18	FT PT	320	.1077
Years 19+	FT PT	320	.1192

Employees may accrue PTO on eligible hours up to a maximum of 80 hours per pay period. Once the maximum is reached, no additional time will accrue. The maximum balance permitted in the PTO bank

at any time is 320 hours. Subject to the preceding maximums, PTO will accrue on hours worked, paid jury duty time, paid bereavement, paid union release time (Article 5.C.), paid bargaining time (Article 5.F.), paid education hours, and PTO used on paid leave. PTO will not accrue for on-call hours, unpaid leave, or any other hours.

- B. When changing to PRN status, all accrued time will be paid off consistent with Section V.C.
- C. Each employee will have a record of PTO on their pay stub. The department director will also have access to these balances for each pay period.

PTO hours should be used for shifts which the RN was previously scheduled to work. RNs are not allowed to add additional PTO into their schedule in order to obtain additional pay above their standard hours. At times, PTO hours plus worked hours in a pay week, may exceed an RN's standard FTE (i.e. worked an additional shift). In any week in which an RN works his/her full status hours in addition to approved PTO shifts, the RN will have the option to return those PTO hours to their bank or to have the PTO hours paid. If the RN wants the PTO hours returned to their bank, they must note it in the time and attendance tracking tool utilized by their department and cancel the PTO no later than the Saturday before payroll Monday. The use of PTO-E will not be considered approved PTO.

#### SECTION II- Scheduling.

- A. PTO time must be used for any time away from work; except in the case of low-census days, jury days, bereavement days or approved leave of absence consistent with Article 26, Leaves of Absence, and other days designated in Section IV hereof. If an employee goes home on a low-census day, they may use PTO or receive no pay at all.
  - 1. Requests for PTO time must be made in writing to the appropriate base department director or designee three (3) weeks prior to the posting of the schedule. If requests for PTO are received eight (8) weeks or more prior to the posting of the schedule, the notice of approval or disapproval will be returned to the employee within four (4) weeks after submission. Consideration will be given to PTO requests submitted after the schedule has been posted and may be granted at the discretion of the Department Director.
  - 2. Approval of PTO is contingent upon the number of hours available in an individual's PTO bank.
  - 3. In order to ensure equitability of PTO opportunities throughout the year, a rotation system by seniority will be used for granting PTO within each department. During January 1- January 31, all department RNs may submit PTO requests for first and second choices for up to a full week off (consecutive shifts), for a total of up to two weeks, as determined by status for April 1 of the current year through March 31 of the following year. Consecutive shifts in one week may span weekends. These requests will be granted in order of seniority (highest to lowest). Once all department RNs have had an opportunity to submit two (2) PTO requests for up to a full week (consecutive shifts) as determined by status, the remainder of PTO requests shall be granted by seniority. The rotation system will apply only to those requests submitted prior to January 31 of the current year for PTO between April 1 of the current year through March 31 of the following year. Notice of approval or disapproval will be returned by February 28<sup>th</sup> of

the current year. After January 31<sup>st</sup>, PTO time shall be scheduled in order of requests received, regardless of seniority. Employees may not schedule their PTO days so as to allow any more scheduled working weekends off than what is outlined below based on the employee's status as of January 31<sup>st</sup> of the current year. Following the time period for annual PTO requests (January 31), employees may request additional working weekends off as this applies to the minimum but not limited to number of RNs allowed off, which may be granted at managements discretion.

<b>Part-Time working every other weekend</b>		<b>Part-Time working every 3rd weekend</b>		<b>Full-Time working every other weekend</b>		<b>Full-Time working every 3rd weekend</b>	
Years	Number of Weekend Shifts off Per Year	Years	Number of Weekend Shifts off Per Year	Years	Number of Weekend Shifts off Per Year	Years	Number of Weekend Shifts off Per Year
00-02	3	00-02	2	00-02	3	00-02	2
03- 05	4	03-05	3	03- 05	4	03-05	3
06-18	5	06-18	4	06-18	5	06-18	4
19+	6	19+	5	19+	6	19+	5

4. If a PTO request is turned in prior to January 1 for April 1 to March 31 of the subsequent year, it will be returned to the nurse with notice to resubmit during January.
5. If a previously approved PTO request is voluntarily canceled at least seven (7) days or greater prior to the first scheduled PTO time, the base department director or designee will post the canceled request. The department RNs may submit their previously denied PTO request within four (4) days of the posted notice. The submitted replacement PTO requests must fall within the guidelines established in #7 below. A decision for awarding the replacement PTO request will be made within twenty-four (24) hours by the base department director or designee. Priority for awarding this time will be given first to the person with the earliest denied request and then by seniority. PTO cancellations at the request of the Medical Center are not subject to replacement requests as described above.
6. Where the request for PTO is submitted within the appropriate time frame and canceled by the Medical Center, the nurse who is at their maximum PTO time and denied PTO will be allowed to carry over their PTO time for a period of one hundred twenty (120) calendar days. Cancelled PTO days will be paid at time and one half plus reasonable documented expenses incurred by the employee as a direct result of the cancellation.
7. For request submitted by January 31, the following number will be granted AT A MINIMUM but not limited to:

Total Number of RNs Per Shift in the Department/Unit	Minimum Number of FTEs to be granted PTO per Week	Maximum Number of RNs to be Scheduled Off Per Shift

9 or fewer	1.5	1
10-29	3.0	2
30-40	6.0	4

Departments/Units that are excepted from these minimums include the cardiac subspecialties in the OR. For Departments/Units with staggered shifts, employees will be considered as working the shift (i.e. Day/Evening/Night) that the majority of their hours fall within. For example, if the core day shift in a Department/Unit is 7a-7p, and the Department/Unit also has a staggered shift that works from 10a-10p, employees that work that staggered shift will be considered part of the day shift for purposes of these minimums.

If a single department has 41 or more RNs on any shift, the parties agree to meet to discuss PTO allowances.

PTO time may or may not fall on every day of the week depending upon the requests submitted. These minimums are based on the total number of staff for the shift and will not include anticipated leaves of absence. In the general OR, RNFAs shall be considered their own department.

THE MEDICAL CENTER BELIEVES THAT TIME AWAY FROM THE MEDICAL CENTER IS IMPORTANT FOR ALL RNS TO RECEIVE. THESE ARE MINIMUM APPROVED CONTRACTUAL REQUIREMENTS; THE MEDICAL CENTER WILL TRY TO HONOR ADDITIONAL REQUESTS.

8. PTO may only be used when an employee has completed the ninety (90) day probationary period although it accrues from the first day of employment. This provision may be waived at the sole discretion of management.
9. PTO E: Three (3) times in a calendar year each employee may use a PTO day on an emergency basis. New employees' opportunities to use PTO on an emergency basis will be prorated during their first year of employment as follows: if hired between January 1 and April 30 - 3 times, if hired between May 1 and July 31 - 2 times and if hired between August 1 and December 31 - 1 time. Utilization of a PTO-E day on a holiday or the last scheduled work day before or after a holiday will count as an occurrence under the current absenteeism policy.
10. Failure to request to cancel scheduled PTO time at least seventy-two (72) hours before the first scheduled PTO day may result in denial of the request.
11. All unscheduled PTO days will be counted on the employee's absenteeism record, unless used as PTO E, taken because of low census, or used as a part of an approved leave of absence.
12. PTO time will not count as hours worked for purposes of calculating overtime compensation.

13. When a RN calls into work and does not have enough PTO to cover the time, they will be treated the same as non-bargaining unit employees, in accordance with the Hospital's Time and Attendance Policy.

SECTION III- Holidays.

- A. Each eligible full-time and part-time employee shall receive a holiday benefit in the form of a PTO-H grant equal to eight (8) hours for the holidays listed below in Section B of this Article. To be eligible:

1. An RN must work their last scheduled day before the observed holiday and the next scheduled shift after the observed holiday (no PTOE) except if the failure is due to low need.
2. An employee who is scheduled to work the holiday must also work the scheduled holiday, unless the employee is low needed or allowed to leave early by the Medical Center.
3. An RN excused from work on their last scheduled work day prior to the holiday or the next scheduled work day after the holiday or who was allowed to leave early on one or both of those days by the Medical Center shall have met the requirements of this Section.

- B. The following days are designated as Medical Center holidays:

New Year's Day	January 1
Martin Luther King Day	
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

- C. RNs who work a holiday shall be paid one and one-half (1 ½) times their regular straight time rate for those hours worked up to their normal shift length. Additionally, the PTO-H hours will be added to their PTO bank. RNs may request PTO (H) payment for the day of the holiday or may choose to leave the hours in their PTO bank. If RNs want PTO (H) payment for the holiday shift, it must be noted on their time and attendance sheet no later than the Saturday before payroll Monday.

RNs who do not work a holiday may request PTO-H payment for the day of the holiday or may choose to leave the hours in their PTO bank. If RNs want PTO-H payment for the day of the holiday, it must be noted in their time and attendance sheet within the pay period that the holiday falls.

RNs working in departments which are regularly staffed and scheduled Monday through Friday and

which close in observance of a holiday (regardless of whether the day closed is actually the holiday) may request PTO-H payment for the day closed or may choose to leave the hours in their PTO bank.

- D. Holiday pay shall be based on shifts where the majority of hours scheduled are between 12:00 a.m. and 11:59 p.m. the day of the holiday.
- E. No nurse will work more than fifty percent (50%) of Medical Center holidays and never the same holiday twice in a two (2) year period when another scheduling option with qualified RNs is possible, unless they agree otherwise in writing or unless they have transferred into a new position with a differing holiday rotation. If the employee scheduled to work the holiday trades with someone for any of the scheduled legal holidays, the scheduled employee will have fulfilled their obligation under the contract as to their legal holiday.

Upon return from an approved LOA in which one or more holidays occur, the RN will resume appropriate holiday rotation as outlined in the above paragraph.

- F. Employees who are on a leave of absence during which a holiday falls will have the PTO-H hours added to their PTO bank.

#### SECTION IV- Non-Covered Days.

- A. Jury duty and bereavement days are not a payment of PTO.
- B. Bereavement Time and Pay. All employees shall be granted up to three (3) calendar days off with up to twenty-four (24) hours pay, as bereavement leave for a death in the employee's immediate family (spouse\*, children, parents, brothers, sisters, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in law, or persons in standing loco parentis of the employee or their spouse, grandchildren, and great- grandchildren). For purposes of this section the twenty-four (24) hours of bereavement pay must be utilized as applied to lost scheduled hours commencing three (3) days prior to the funeral and two (2) days after the funeral. Additional time off without pay may be granted for necessary travel time to distant states for funeral services.

\* An individual considered as a significant other will be handled on a case-by-case basis.

- C. Jury Duty Leave and Pay. Employees shall be granted jury leave. An employee who is called for and reports for a jury duty day shall be compensated by the Medical Center for worked time lost while performing jury duty.

Employees serving on jury duty shall be paid the difference between their base rate of pay, and the daily jury fee paid by the court provided written documentation from the court clerk is submitted.

Employees working a shift which begins 7:00 p.m. or later will be excused the evening preceding jury duty. Employees who work the 3-11 shift are excused from work on a day they report for jury duty and will receive jury duty pay.

Employees who do not know whether they are to report to jury duty prior to the start of their scheduled shift should not report to work until their jury duty commitment has been determined. This time will be paid as jury duty pay. If they are not required to report for jury duty they are to report to work.



RNs who report for jury duty and who are released with more than ½ their shift remaining must call their department director or designee to determine whether they are to report back to the Medical Center to work.

SECTION V- Buy Back.

- A. Employees who want to sell PTO shall contact Human Resources to make arrangements and shall be able to do so up to two (2) times per year. PTO hours will be paid out at 90% of the employee's current rate of pay. Eighty (80) hours must be kept on reserve.
- B. In case of a nurse's death, any unused PTO hours will be paid to the nurse's estate.
- C. Upon termination or transfer to PRN status, if an employee in good standing, PTO time will be paid on the following schedule:

Less than 6 months service	0% of base wage
Greater than 6 months service	100% of base wage x hours in bank

**ARTICLE 26. – LEAVES OF ABSENCE**

SECTION I - Personal, Military, And Educational Leaves Of Absence

- A. Personal  
Registered Professional Nurses may be granted a leave of absence without pay from the Medical Center for a period of not more than thirty (30) consecutive days. Such requests for leave must be made in writing at least two (2) weeks in advance to the appropriate supervisor (as defined in Article 23, Section C, Grievance Procedure, of this Agreement) and must be approved in writing. Such leaves or extensions shall be for a fixed period of time. In the event the matter is of an urgent nature, the leave may be granted upon one (1) day notice to the appropriate immediate supervisor or in their absence, the Director/Manager of the department.

During an employee's first year of employment, a thirty (30) day extension may be granted for purposes of personal disability. The employee must provide medical certification to support the leave as required by the Medical Center.

- B. Military Leave

The Medical Center agrees to abide by the provisions of state and federal law with respect to a leave of absence for military service including Reserve and National Guard Duty.

- C. Education Leave

The Registered Professional Nurse may apply for an educational leave subject to the following conditions:

- 1. The leave may be requested for a maximum of two (2) years and may be extended upon application to the Director/Clinical Manager.

2. Proof of attendance, i.e., submission each semester of verification of a course grade of "C" or better will entitle the Registered Professional Nurse to continue the educational leave of absence. If proof of attendance is not submitted or a grade of at least "C" or better is not achieved, the educational leave of absence will be considered to be terminated.
3. Employees on an approved educational leave will retain their Medical Center benefit date provided they maintain their flexible benefit package as provided below in Section I.D.3. If this provision conflicts with the Retirement Plan for Union Employees, the terms of that plan govern.

D. General Guidelines for Personal, Military, and Education Leaves of Absence

1. Employees on an authorized leave of absence will accumulate Medical Center and bargaining unit seniority during such leaves.
2. The nurse will give the Medical Center five (5) days' notice of the date they will return to work. Overstaying an approved leave of absence without notification to the Medical Center will be considered a voluntary resignation.
3. During a leave of absence from the Medical Center, it is the responsibility of each employee to pay (unless otherwise provided by law) for the cost of their flexible benefit package and dues or equivalent service charges as required by Article 3, Association Membership and Security, until they return to work. Failure to make arrangements will result in the expiration of insurance benefits.
4. During a personal leave of absence for personal disability during the employee's first year of employment, the Medical Center will maintain the employee's health coverage under any group health plan. Employees are responsible for any employee-paid portion of the premiums. Employees who fail to return from a leave will be obligated to reimburse the Medical Center for the cost of Medical Center paid health coverage.
5. PTO must be used during personal and educational leaves.

E. Return to Work Guidelines for Personal, or Educational Leaves of Absence

1. Educational or Personal

Upon timely return from an educational or personal leave of absence of less than thirty (30) calendar days, the RN shall be placed in the position (unit only) held prior to the leave. After thirty (30) days, the RN shall be placed in an available open position comparable to the one held prior to the leave and to which their seniority and qualifications would entitle them.

If no position exists, the RN will be laid-off or have the option to go PRN. Recall rights will be limited to like status and the individual must be qualified for any future available positions.

SECTION II - Family And Medical Leaves

The Medical Center will provide covered employees leave for family and medical reasons as set forth below. Employees who have worked for the Medical Center for at least twelve (12) months and have been paid (including unpaid low need time) for at least nine hundred sixty two (962) hours for PT employees and twelve hundred fifty (1,250) hours for full-time employees over the previous twelve months of employment are eligible, except that PT employees who have worked 962 hours but less than 1,250 hours shall not be eligible for intermittent leave. Leave of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

#### Guidelines.

- A. The Family and Medical Leave Act allows eligible employees up to twelve (12) weeks of leave during a twelve (12) month period (on a rolling basis) for the following reasons:
1. The birth of a son or daughter to provide care for that infant;
  2. The placement of a son or daughter with the employee for adoption or foster care;
  3. To care for the spouse, son, daughter, or parent of an employee who has a serious health condition;
    - a. Parent means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in-law".
    - b. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and "incapable of self-care because of a mental or physical disability".
  4. A serious health condition, as defined under the FMLA, that makes the employee unable to perform the essential functions of his/her job; or
  5. For an employee's "qualifying exigency" resulting from the fact that the employee's spouse, parent, son or daughter (1) is a member of a regular component of the Armed Forces and is deployed (or has been notified of an order of deployment) with the Armed Forces to a foreign country; or (2) is a member of a reserve component of the Armed Forces and is deployed (or has been notified of an order of deployment) with the Armed Forces to a foreign country under a call or order to active duty. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment and reintegration briefings.

Bargaining unit employees with four (4) years or more bargaining unit seniority may be eligible for up to nine (9) additional months for their own serious health condition (up to a total of twelve (12) consecutive months) and up to two (2) additional months (up to a total of five (5) months) for the birth of a child or adoption of a child under six (6) years old. A request for such additional leave should be submitted in writing at least five (5) days prior to the end of the 12 weeks family medical leave.

B. In addition, an eligible employee may request up to 26 weeks of FMLA leave in a single FMLA year to care for the employee's spouse, son, daughter, parent, or next of kin who is a covered servicemember. A covered servicemember is either:

- (1) a current member of the Armed Forces who
- incurred or aggravated a serious illness or injury in line of duty on active duty;
  - may be medically unfit to perform the duties of his office, grade, rank or rating because of the serious illness or injury; and
  - is undergoing medical treatment, recuperation or therapy, or is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness;
- or

- (2) a veteran of the Armed Forces who
- incurred or aggravated a qualifying injury or illness in line of duty on active duty;
  - is undergoing medical treatment, recuperation or therapy for a serious injury or illness; and
  - was a member of the Armed Forces at any time during the 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

In a year in which an employee uses leave to care for a covered servicemember, 26 weeks is the maximum amount of FMLA leave that the employee may use in total for all types of FMLA leave.

C. The twelve (12) or twenty six (26) week FMLA period will be prorated according to the employee's assigned status.

- D. 1. An FML due to the birth or placement of a child through adoption or foster care must be taken continuously and within twelve (12) months from the date of birth or placement.
2. PT RNs who work at least 1,250 hours annually may take intermittent leave to care for a family member or an employee's own disability, or work a reduced leave schedule, if it is medically necessary to do so. There must be a medical need for the leave, and it must be that such medical need can be best accommodated through an intermittent or reduced schedule leave. An eligible employee needing this type of leave must attempt to schedule the leave so as not to disrupt the Medical Center operations.

E. Notice and Certification

1. If the employee fails to give thirty (30) days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days after the date the employee provides notice to the Medical Center of the need for FML.

If the need for leave is unforeseeable, the employee should notify their Director of the need for FML as soon as reasonable under the circumstances, within one or two working days after learning of the need for leave. Notice by the employee's representative is sufficient if the employee is unable to give notice personally.

2. An eligible employee applying for an intermittent leave or a reduced leave schedule

must notify their Director and contact the Employee Health Specialist. If the employee is taking intermittent or reduced schedule leave for planned medical treatment, the employee may be transferred temporarily to an available alternative position that has equivalent pay and benefits and accommodates recurring periods of leave.

3. An employee requesting leave to care for a family member or their own disability which involves planned medical treatment must make a reasonable effort to schedule treatment so as not to unduly disrupt the Medical Center's operations. When notice is given, the Medical Center may require the employee to attempt to reschedule treatment, subject to the ability of the health care provider to do so. The Medical Center and employee shall attempt to work out a mutually agreeable schedule.
4. Employees will be required, unless the Medical Center waives the requirement, to recertify the need for the leave at least every six (6) months and must report in on a periodic basis no less often than every two (2) weeks with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work. Employees are expected to give the Medical Center five (5) days' notice of the date they will return to work. Overstaying an approved leave of absence, without notification to the Medical Center, will be grounds for termination.
5. The Medical Center will require medical provided certification to support a request for a leave because of a serious health condition and may require second or third opinions (at the Medical Center's expense) and a fitness for duty report to return to work. The medical certification must include the first anticipated date of absence from service to the Medical Center and the expected date of return. The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the employee's presence would be beneficial.
6. Employees requesting a FML in order to care for a seriously ill spouse, son, daughter, or parent are required to complete the appropriate paperwork and return it to the Employee Health Specialist within fifteen (15) days after the request is made.

F. Wages and Benefits

1. Employees on a FML who qualify for short-term disability coverage, must use PTO to cover the applicable short-term disability (STD) elimination period. For leaves not covered by STD, employees must use PTO down to 40 hours for full-time RNs, and 24 hours for part-time RNs. Those PTO hours used will count towards the FML twelve (12) week (26 weeks in the case of injured service member leave) leave period. Any time in excess of PTO hours will be unpaid. An RN may choose to use more PTO time.
2. Employees will not accrue PTO while on a FML. Full-time employees will have PTO deducted and paid from their PTO bank for holidays which occur during an FML.
3. Employees will not accept other employment while on a FML unless prior approval has been granted by the Medical Center.
4. For up to twelve (12) weeks (26 weeks in the case of injured service member leave) of a family or medical leave, the Medical Center will maintain the employee's health coverage

under any group health plan. Employees are responsible for any part of the cost of health coverage, the same as required as if not on leave, including changes in cost while on leave. Employees who fail to return from a leave will be obligated to reimburse the Medical Center for the cost of Medical Center paid health coverage, except when the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical or family leave or other circumstances beyond the employee's control. For leaves in excess of twelve (12) weeks (26 weeks in the case of injured service member leave), the employee and eligible dependents will be offered to continue applicable benefits according to federal guidelines under COBRA.

5. Payment of outstanding premiums will occur once an employee returns to work by deducting the cost of one additional premium payment from the employee's paycheck each pay period until the balance is zero. Employees will be credited for amounts deducted from short-term disability pay. Any other method of payment must be approved through Human Resources. Contact the Employee Benefits Office for more information.
6. Medical Center and bargaining unit seniority will continue to accrue during an approved leave.

G. Return to Work

Upon return from a family leave of twelve (12) weeks (26 weeks in the case of injured service member leave) or less, employees will be restored to their original position. The employee will not lose any employment benefit that accrued prior to the start of the leave. RNs on an extended child care leave will be placed in their original position if they return within four (4) months from the date the leave commenced. RNs on an extended disability leave will be placed in their original position if they return within five (5) months from the date the original leave of absence begins. After four (4) months for childcare and five (5) months for disability, the RN may be returned to an available open position for which they are qualified, or transferred to PRN status.

**ARTICLE 27. - SALARIES AND PREMIUMS**

Section 1. Salary Recognition

Description. The compensation system is intended to enhance productivity and quality while promoting employee satisfaction and acknowledging specific nursing competencies that achieve value in the areas of basic position requirements, organizational effectiveness and professional nursing practice through completion of competencies as indicated below.

Methodology:

- A. Employee compensation will be based on successful completion of requirements in three (3) major areas which include:
  1. Basic position and regulatory requirements
  2. Organizational standards of nursing practice competencies as set annually by the NSCC/DBCC
  3. Department based standards of nursing practice competencies as determined annually by

the DBCC and approved by the VP OF NURSING.

B. Impact on Employee Compensation for Noncompliance:

1. No Retroactive pay.
2. Hold pay increase until compensation factors are achieved. Once achieved, the increase will not be retroactive.
3. Corrective Action.
4. Hold Conference Day Payment and/or Fees.
5. Hold tuition reimbursement.

C. Dual Accountabilities/Responsibilities:

Dual responsibilities exist between management and staff to facilitate and promote successful completion of required employee activities, education and competencies.

1. RN evaluations will be completed each year.
2. Employees will have achieved their requirements by the stated deadline each year.
3. Varied availability of classes and opportunities for attendance will be provided.
4. Notices of classes will be timely and adequate.
5. Unforeseen circumstances will be handled on a case by case basis.

Section 2. Wage Schedule

Effective November 13, 2022 (“Wage Effective Date”), the wage scales below shall become effective. RNs employed by the Medical Center as of the Wage Effective Date will be placed on the wage scales based on Years of Licensure. The term Years of Licensure shall be defined as the amount of full calendar years from the RN licensure date in any state of the United States of America to September 1, 2022. For example, a RN with a RN licensure date of October 1, 2009, will be credited with twelve (12) Years of Licensure and placed at Step 13 of the wage scale as of the Wage Effective Date. The Medical Center will have the sole discretion in evaluating and determining the amount of credit provided for a RN license obtained in a location outside of the United States.

No RN shall have their pay rate decreased as a result of implementation of this new wage scale. If placement on the wage scale would result in a decrease, the RN will be placed on the wage scale at the step closest to but above their current rate.

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

RNs on a leave of absence on the Wage Effective Date, will be placed on the wage scales effective on the first day of the first full pay period following return from the leave of absence. RNs on a leave of absence at

the time of any other wage increase or adjustment will receive the increase or adjustment effective on the first day of the first full pay period following their return to work from the leave of absence.

For RNs employed on or before the Wage Effective Date, any and all grievances challenging a RN’s placement on the wage scale must be filed within sixty (60) calendar days of the first pay date that includes the new wage rate. For RNs hired after the Wage Effective Date, or RNs on a leave of absence on the Wage Effective Date, any and all grievances challenging a RN’s placement on the wage scale must be filed within sixty (60) calendar days of the first pay date that includes their new wage rate. The Medical Center and the Union agree that any and all such grievances filed after the sixty (60) calendar day deadline are not arbitrable and will not be submitted to arbitration. An arbitrator shall not have jurisdiction to hear such grievances. Grievances filed within the sixty (60) calendar day deadline shall be initiated at Step 3 of the CBA’s Grievance Procedure.

**Year 2:** Effective on the first day of the first full pay period following the one year anniversary of the Wage Effective Date, RNs will advance one step on the wage scale. For example, a RN who is on Step 4 in the Year 1 scale will move to Step 5 in the Year 2 scale. RNs at the top of the scale will receive a lump sum payment equal to 2% of budgeted base earnings.

**Year 3:** Effective on the first day of the first full pay period following the two year anniversary of the Wage Effective Date, RNs will advance one step on the wage scale. For example, a RN who is on Step 5 in the Year 2 scale will move to Step 6 in the Year 3 scale. RNs at the top of the scale will receive a lump sum payment equal to 2% of budgeted base earnings.

The following RN wage scale shall be effective from the Wage Effective Date through the term of this collective bargaining agreement:

Year of Licensure	Step	Year 1 Rate	Year 2 Rate	Year 3 Rate
<1	1	\$33.44	\$33.44	\$33.44
1	2	\$34.11	\$34.11	\$34.11
2	3	\$34.79	\$34.79	\$34.79
3	4	\$35.49	\$35.49	\$35.49
4	5	\$36.20	\$36.20	\$36.20
5	6	\$36.92	\$36.92	\$36.92
6	7	\$37.66	\$37.66	\$37.66
7	8	\$38.41	\$38.41	\$38.41
8	9	\$39.18	\$39.18	\$39.18
9	10	\$39.96	\$39.96	\$39.96
10	11	\$40.76	\$40.76	\$40.76
11	12	\$41.58	\$41.58	\$41.58
12	13	\$42.41	\$42.41	\$42.41
13	14	\$43.26	\$43.26	\$43.26
14	15	\$44.12	\$44.12	\$44.12
15	16	\$45.01	\$45.01	\$45.01
16	17	\$45.91	\$45.91	\$45.91



17+	18	\$46.82	\$46.82	\$46.82
18+	19	\$47.76	\$47.76	\$47.76
19+	20	\$48.72	\$48.72	\$48.72

The following RNFA wage scale shall be effective from the Wage Effective Date through the term of this collective bargaining agreement:

Year of Licensure	Step	Year 1 Rate	Year 2 Rate	Year 3 Rate
<1	1	\$37.44	\$37.44	\$37.44
1	2	\$38.11	\$38.11	\$38.11
2	3	\$38.79	\$38.79	\$38.79
3	4	\$39.49	\$39.49	\$39.49
4	5	\$40.20	\$40.20	\$40.20
5	6	\$40.92	\$40.92	\$40.92
6	7	\$41.66	\$41.66	\$41.66
7	8	\$42.41	\$42.41	\$42.41
8	9	\$43.18	\$43.18	\$43.18
9	10	\$43.96	\$43.96	\$43.96
10	11	\$44.76	\$44.76	\$44.76
11	12	\$45.58	\$45.58	\$45.58
12	13	\$46.41	\$46.41	\$46.41
13	14	\$47.26	\$47.26	\$47.26
14	15	\$48.12	\$48.12	\$48.12
15	16	\$49.01	\$49.01	\$49.01
16	17	\$49.91	\$49.91	\$49.91
17+	18	\$50.82	\$50.82	\$50.82
18+	19	\$51.76	\$51.76	\$51.76
19+	20	\$52.72	\$52.72	\$52.72

Section 3. Start Rate

RNs hired following the Wage Effective Date will be placed on the wage scale based on the amount of full calendar years from their RN licensure date to their date of hire. The Medical Center will have the sole discretion in evaluating and determining the amount of credit provided for a RN license obtained in a location outside of the United States.

Section 4. Overtime

One and one-half (1-1/2) times the base rate of pay will be paid for all hours worked in excess of forty (40) hours in any one work week:

1. For the purposes of computing overtime under this Agreement, bereavement, jury and association leave days shall not be considered as hours worked.
2. The Medical Center's end of shift overtime policy will remain consistent with current Wage and Hour laws.

Section 5. Double Overtime

The payment of overtime for any hour excludes that hour from consideration of overtime on any other basis, thus eliminating double overtime payment.

In relation to the foregoing section, overtime will not be paid if an employee has made a special request or exchanged days off with someone else.

Section 6. Reporting Pay

A Registered Professional Nurse who reports for work on their shift and is sent home for lack of work, shall receive a minimum of four (4) hours pay.

Section 7. Shift Differential - Weekdays

A shift differential on the evening 3:00 p.m. to 11:00 p.m. shift shall be paid two dollars (\$2.00) per hour and on the night 11:00 p.m. to 7:30 a.m. shift shall be paid three dollars (\$3.00) per hour.

Section 8. Shift Differential - Weekends

The weekend differential premium shall be two dollars and seventy-five cents (\$2.75) per hour weekend days, and three dollars seventy-five cents (\$3.75) per hour weekend evenings (3:00 p.m. - 11:00 p.m.), and four dollars seventy-five cents (\$4.75) per hour for weekend nights (11:00 p.m. - 7:30 a.m.).

Full-time RNs working twelve (12) hour shifts will be scheduled to work every third weekend. If for any reason this scheduling practice results in an inadequate staff/patient ratio that is not considered reasonable by the Medical Center, staff members will meet together for the purpose of remedying the situation. If no solution is forthcoming, then RNs will receive at least every other weekend off.

All other RNs will receive at least every other weekend off.

Section 9. Shift Differential – Twelve (12) Hour Employees

Those RNs who work the 7:00 a.m. - 7:30 p.m. shift are only eligible for the weekend day shift differential.

Those RNs working 7:00 p.m. - 7:00 a.m. shift are eligible for the night shift differential.

Section 10. Charge Pay

Any nurse who assumes a charge position shall receive an additional two dollars (\$2.00) per hour for all such time worked in that position.

Charge Nurse: A bargaining unit RN designated by an appropriate supervisor who has functional responsibility for an entire department (where patients are present) during their shift of work.

When patients are not on the unit (except OR and DR), the nurse will not receive charge pay. The charge nurse shall be designated by the appropriate Director/Manager/Supervisor and will assume those responsibilities in their absence of one (1) hour or more.

Section 11. On Call Pay

Those nurses who are on-call shall receive \$5.00 per hour for every hour of call time for time not worked. On-call RNs shall be paid time and one-half (1-1/2) for each hour worked. Employees shall receive a minimum of two (2) hours of pay when called in during their "on-call" status. Employees on-call that are required to stay after their scheduled shift will receive compensation at the rate of time and one-half (1 1/2) for actual hours worked, but they will not receive a minimum of two (2) hours of work or pay unless they are required to stay for longer than thirty (30) minutes.

Section 12. Conference Pay

RNs involved in conference or counseling situations during work hours will be paid for all hours at their regular rate of pay.

Section 13. Reassignment Pay

Those RNs who are oriented, qualified and competent will be paid \$2.00 per hour when they are reassigned to any other department. This does not apply to Float RNs, NRT RNs, Support RNs, RNs who request and are awarded additional hours, or during times of unit overflow or relocation.

Section 14. Code Team

Code Team Registered Nurses will be reimbursed one dollar twenty-five cents (\$1.25) per hour when scheduled for Code Team Duty.

Section 15. Call In Pay

Any nurse called in to work on a scheduled day off will receive pay for all hours worked and shall receive a minimum of four (4) hours pay.

Section 16. Preceptor Pay

RNs designated by an appropriate supervisor to serve as a preceptor will receive preceptor pay of one-dollar (\$1.00) per hour for all such time designated as a preceptor.

Section 17. Bonuses and Incentive Programs

- A. Hiring Bonus and Referral Bonus. The Medical Center has the unilateral right to establish hire-on bonus programs and referral bonus programs and shall maintain the right to create, modify, design, administer, and dissolve said programs. The Medical Center agrees to provide prior notice of such programs to the Union, information regarding such programs to the Union at its request, will answer reasonable questions posed by the Union about the programs, and will meet with the Union to discuss the programs at its request.

- B. Other Incentive Programs. The parties acknowledge that the Medical Center may need to offer other financial incentive programs throughout the term of this Agreement. Such other programs are subject to bargaining with the Union. The Union agrees to negotiate timely and in good faith upon request by the Medical Center.

During the months of May, June, July, and August, any full time or part-time employee will be eligible to earn \$4.00/hour for any applicable additional hours worked. These hours shall not include mandatory assigned call time. These additional hours must be worked beyond the employee's regularly assigned hours; it is also understood that this premium will be forfeited for any given pay period if the employee's assigned hours are not met for that pay period (except for low need days). The preceding paragraph applies to this summer incentive in the event that the Medical Center requests to negotiate.

Section 18. Mandatory Overtime, Staffing and Scheduling

1. Appropriate staffing and staffing ratios are essential to quality patient care as well as employee safety, efficiency and morale.
2. The parties recognize that identification/implementation of the proper staffing balance is a continuing challenge to the Medical Center and employees.
3. Staffing/Scheduling that requires the Medical Center to regularly mandate significant overtime among employees in departments or care centers is recognized by the parties as unacceptable as a policy or as a solution.
4. A Registered Nurse will only be retained beyond the end of their regular shift until a replacement is provided and only during an emergent situation and/or call-in. An emergent situation may include unanticipated fluctuations in census and patient acuity and acts of fate. An RN who is mandated shall receive double time for the time worked beyond the end of their scheduled shift. This policy does not apply to RNs subject to mandatory on-call requirements. The additional overtime will be forfeited if the RN calls in on their next scheduled shift to work. The Registered Nurse who has been mandated will be allowed 9 hours rest between shifts. The mandated Registered Nurse may request to be placed at the top of the list of volunteers for low need on the shift immediately following the mandated hours. If mandating occurs, the charge nurse will schedule nurses on a rotating basis in order of bargaining unit seniority, lowest to highest. Rotation will be reset every quarter, January 1, April 1, July 1, and October 1.
5. An RN will not be mandated if s/he:
  - a. is already working an extra shift of four (4) hours or more;
  - b. is in orientation status or in the first six (6) months following successful completion of orientation;
  - c. or has been mandated within the prior 72 hours.
6. Attempts will be made to find a replacement throughout the shift. Requests for volunteers to work overtime will occur before mandatory overtime is required. If a need occurs one (1)

hour or less prior to the start of the next shift which will require an RN to stay for more than one (1) hour, a nurse who volunteers to stay shall receive double time for the additional hours. If there are no volunteers, the least senior RN will be mandated.

7. Departments experiencing excessive mandatory overtime may request through their DBCC review by the NSCC. Such review will include development of an action plan to address the issues and a follow-up review within six months.
- 
- B. Because of the RNFA call requirements in General Surgery, any RN on-call as an RNFA during a pay period will be exempt from mandatory overtime in General Surgery during that pay period unless an RNFA is needed.

### **ARTICLE 28. - INSURANCE**

- A. A flexible benefit plan is provided by the Medical Center to each properly enrolled full-time and part-time employee.
- B. Enrollment for flexible benefits will be annually on a calendar year basis.
- C. Full-time and part-time employees are eligible for the Medical Center's flexible benefit program beginning on the first of the month following date of hire.
- D. Benefits

Eligible employees will be offered benefits that include, but may not be limited to, Medical (including prescription) Dental, Vision, Short-Term Disability, Long-Term Disability, and Life Insurance. Beginning plan year 2021, the benefit plans offered will be the same benefit plans offered to other hourly employees of the Hospital. All benefits are subject to the terms and conditions of the Plan documents, which are incorporated herein by reference.

The parties recognize and anticipate that there will be plan design changes. Borgess will provide the Union with 90 calendar days' notice of what the plans for the following year will involve. Upon written request from the Union, Borgess agrees to meet with the MNA, to provide the MNA all relevant information, to discuss the changes, and to consider the MNA's input and ideas. The Union must request the meeting in writing within two (2) weeks of receiving the notice. The parties agree that during the period of these discussions, the remainder of the Collective Bargaining Agreement shall remain in full force, including, but not limited to, Article 24, Withholding of Professional Services.

- E. The Medical Center benefit program will allow employees to individually design a benefits program that meets their personal and family situation subject to employee co-pays. Before benefit cost increases for Medical Center core benefits (Medical, Dental and Vision) are passed on to employees each year, the Medical Center will provide notice to the Association and upon request discuss the cost increases and whether they can be addressed by other means such as plan design changes, benefit option revisions, etc. For these core benefits, the Medical Center agrees to pay at least 75% of the premium cost.

- F. Employees may purchase continued insurance coverage according to federal guidelines.
- G. Immunizations, as medically indicated for on-the-job injuries, will be provided at no charge to the nurse. Hepatitis B vaccination (Heptovax), tetanus toxoid series or boosters, will be covered with no charge to the nurse; the cost for any other Medical Center provided immunization will be handled on a situation by situation basis.
- H. The selection of the insurance carrier, as well as whether the benefits provided shall be self-funded and/or administered, shall rest solely with the Medical Center. The insurance carrier or form of administration may be changed at any time, so long as the benefits remain substantially equivalent.
- I. It is specifically agreed and understood that any insurance coverage and/or other health and welfare benefits provided to present or future retirees are not vested benefits and will not necessarily continue after the expiration of this Agreement. The Medical Center specifically reserves the right to modify or eliminate such coverage or to require retirees to contribute to coverage and premium costs.

### **ARTICLE 29. - HEALTH PROGRAMS**

- A. The parties are committed to the health and safety of nurses while they are at work. Of particular importance is to minimize the workplace exposure to infectious disease, workplace violence, and occupational illness and injuries.

To the best of its ability, the Hospital will furnish appropriate health and safety equipment (including Personal Protection Equipment – PPE) necessary for patient safety, nursing practice, and department protocols.

The Hospital will provide nurses with training on the proper methods and use of all equipment required to perform their duties.

- B. Emergency treatment for on-the-job illness and accidents which may interfere with the nurse's ability to carry-out responsibilities shall be provided without charge to the nurse. In case of job related accidents or injuries, all laboratory tests, x-rays, drugs and treatments ordered by the Employee Health physician or his designee, will be paid by the Medical Center.
- C. Each associate shall receive the same mandatory immunizations, vaccinations, and screening programs as required of non-bargaining unit Hospital employees. All bargaining unit associates shall have the opportunity to apply for medical or religious exemptions pursuant to the Hospital's policies and/or procedures. These programs are in place to promote and protect the safety and wellbeing of both associates and patients.
- D. If a bargaining unit employee is required by state or federal health authorities to quarantine or isolate due to contraction of an infectious disease, confirmed by a PCR test or other high-quality test administered by the Medical Center or a licensed medical provider, that employee will not face corrective action for any regularly scheduled shifts they are required to miss. In this situation, an employee will be permitted to maintain up to forty (40) hours of PTO in their bank.

## ARTICLE 30. – RETIREMENT

### Section 1. Ascension Health Retirement Platform.

RNs hired and who have worked for Borgess as an RN in this bargaining unit before January 1, 2014, are eligible to participate in the Borgess Health Alliance Pension Plan, for which Borgess is the plan sponsor, until December 31, 2016. Under this program, associates participate in a defined benefit plan that provides a lump sum benefit at retirement, with actuarially equivalent lifetime annuity options also available. The basic formula amount provided by this plan will be 5.5% of highest average earnings ("Highest average earnings" is the average of the employee's highest 5 consecutive calendar years, with 500 hours or more, of earnings during the last 10 years of employment) for each year of credited service with an additional amount provided for average earnings over \$60,000, if any. A full lump sum under this formula is available at age 55 and 7% increases are provided for each year retirement exceeds age 55. For instance, if retirement is at age 60, the benefit produced by the basic formula is increased by 35% (7% times 5 years beyond age 55). Vesting in the defined benefit plan is after five calendar years of at least 1000 hours of service. As of January 1, 2017, the Retirement Plan shall be frozen and no future benefits will be earned.

### Section 2. Ascension Health 403(b) Retirement Savings

RNs participate in the Ascension Health Retirement Savings Plans, which include the Employer Automatic Contribution ("EAC") and the Employer Matching Contribution.

- A. EAC. Beginning January 1, 2017, eligible employees will receive automatic Employer contributions (subject to 5-year vesting) to the employee's account according to the following schedule:

Less than five years of service - 2% of earnings

Five to nine years of service - 2.5% of earnings

Ten to fourteen years of service - 3% of earnings

Fifteen plus years of service - 3.5% earnings

All eligible full-time employees (i.e., those who work 2,080 hours per year) shall receive a minimum annual contribution of \$1,400 per year. Eligible employees who work less than 2,080 hours per year shall receive a pro-rata amount based on hours worked. (For example, if the employee works 90% of 2,080 hours; that is, 1,872 hours, the minimum contribution will be \$1,260).

- B. Matching Contribution. Matching contributions begin upon hire, and the matching contribution equals 50% of employee 403(b) deferrals up to 5% of earnings.

Matching contributions are calculated and paid on a per pay period basis, not annually. Employees with at least one (1) hour of service paid as of December 31, 2013, are immediately 100% vested in the employer match. All other employees are subject to 3-year vesting for the Employer match.

The terms and administration of both plans, including earnings definition, are governed by the plan documents and summary plan descriptions, which are incorporated by reference. In the case of any conflict between this language, or language in any other benefit summary provided and the plan

documents, the plan documents govern.

Note: Under the Plan, earnings do not include PTO cash out, tuition reimbursement, or imputed income of any kind, adoption pay, hiring bonuses, retention bonuses, or referral bonuses. Hours do not include on-call time, paid low need, and PTO hours cashed out.

- C. In the event that during the term of this Agreement, the Medical Center increases its Core Plan such that the match is increased from 5% to 6%, that change will be applicable to this bargaining unit.

### **ARTICLE 31. - GENERAL**

- A. Succession. The Medical Center agrees that if during the term of the Agreement it sells, transfers, leases or discontinues operations which impact the employment status of the Association's members covered by this Agreement, the Medical Center will provide timely notice of its intended actions and negotiate with the Association about the effects of such action.
- B. Notice of Resignation/Termination. To qualify as a termination in good standing, a minimum of fourteen (14) calendar days' written notice of termination of employment shall be given by Registered Professional Nurses, and the RN on or before their final day of employment must return all Medical Center property such as keys and badges, etc.

A minimum of two (2) weeks written notice of termination of employment or pay in lieu thereof, shall be given to a nurse by the Medical Center except where immediate termination for just cause is warranted.

- C. Testing. The Medical Center reserves the right to test employees for drugs, alcohol and other prescribed or illegal controlled substances where the Medical Center has a reasonable suspicion to believe that the employee is impaired or otherwise unable to safely or competently perform their job or has a reasonable suspicion to believe that the employee possesses or has used unauthorized, illegal or controlled substances on Medical Center premises or otherwise.
- D. Safety. The parties agree that proper equipment and staff assistance for purposes of safe lifting are made available in accordance with MIOSHA standards and that proper training regarding the use of equipment and lifting techniques will be provided by the Medical Center. RNs agree to adhere to education and lifting policies.

### **ARTICLE 32. - STAFFING**

#### Section I.      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 but do not over-burden RNs. 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 2. Mechanism for Providing Nurses a Voice

A. Staffing Concerns.

Any RN who believes that an assignment compromises patient care and safety will notify a nursing supervisor. The RN will continue with that assignment but may do so under protest. A paper or electronic Assignment Despite Objection (ADO) form may be filled out within five days of the facts giving rise to the concern, along with any additional information necessary to support the concern, and submitted as set forth below.

The Form shall be confidential to the extent permitted by federal, state, and local law (e.g., laws protecting peer review and other patient information), and may only be used by the Association within the Hospital for purposes relevant and necessary to representing RNs at Borgess. The Association agrees to honor Borgess's confidentiality requirements before any confidential information will be provided.

Step 1 - Department Manager

The RN shall provide the Department Manager with the ADO Form. The Department Manager shall provide a written response to the RN within seven (7) days. If the issue is not resolved, the RN may move the Form to Step 2.

Step 2 - The Department Based Care Committee

The RN can forward the concern to the Department Based Care Committee (DBCC), which shall meet at least monthly. The RN shall at the DBCC present the information that supports the concern and articulate the resolution the RN seeks. The DBCC shall hear the RN's concern and make a recommendation with respect to the resolution the RN seeks. If the recommendation of the DBCC is not adopted by nursing management and the issue is part of a trend or pattern, then the DBCC Chair can have the concern forwarded to Step 3.

Step 3 - Coordinating Council

The DBCC Chair can present the concern and all relevant information to the Coordinating Council. The Coordinating Council will make a recommendation as to whether to agree with the DBCC's resolution.

At least once per quarter the Coordinating Council shall have a special meeting the primary purpose of which, if not the sole purpose, is to discuss and deal with staffing issues. As appropriate at those meetings, other members of the Executive Leadership Team, such as the COO, will be in attendance.

Section 3. Staffing Guidelines

- A. During the term of this Agreement, before the Medical Center increases the nurse to patient ratio 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 Borgess's reasonable business judgment (e.g.,

economics, changes in patient population, or changes / advancements in how patient care is provided) that support the changes.

- B. Whenever the Staffing Guidelines are increased, nursing management will bring this change to the Association at least 30 days before the implementation of the staffing change. The Association may request a special conference upon receipt of any proposed changes. The special conference will take place within ten (10) days of the Association's request and prior to the proposed changes being implemented. The VP of Nursing shall attend any special conference under this article.

In emergent situations, however, the Medical Center retains the right to implement a temporary change in Staffing Guidelines immediately based on the Medical Center's business judgment and/or operational need. In such event, nursing management will bring it to a special conference as soon as practicable and will follow the process described in this Section before the change becomes permanent.

- C. Staffing guideline changes may be discussed with the DBCC or at a special conference.
- D. In the event the matter is brought to the DBCC and the DBCC or the Staff Council President disagrees with the proposed changes, the issue will be brought to a special conference.
- E. If the concern(s) related to a staffing guideline increase is not resolved either through a special conference or the DBCC, the parties agree to engage in non-binding mediation to work towards a mutual resolution.
- F. If mediation regarding a Staffing Guidelines increase is unsuccessful, the parties may request arbitration under Article 23, Step 4. In the event that a decision to increase Staffing Guidelines is timely submitted to arbitration, 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 guideline ratios 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.
- G. 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 33. - SCOPE, WAIYER AND ALTERATION OF AGREEMENT**

- A. Borgess and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

In achieving this Agreement, the parties have reached determinations regarding all issues and concerns known at the time. The parties intend to wipe the slate clean and agree that any past practices, letters of understanding, and other agreements or understandings that pre-date the effective date of this Agreement are terminated, except for those practices or understandings which are specifically set forth in this Agreement. The parties recognize the legal duty to bargain during the term of this Agreement over mandatory subjects of bargaining not covered by this Agreement or anticipated by the parties when they entered the agreement.

- B. No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Medical Center unless executed in writing between the parties hereto and the same has been ratified by the Association.
- C. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- D. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall remain in full force and effect, and the parties shall meet within thirty (30) days of such decision and negotiate in an attempt to replace the affected provision.

#### **ARTICLE 34. - TERM OF AGREEMENT**

This agreement shall commence as of the date of ratification (December 14, 2022), and shall continue in full force and effect from such date until three years from the date of ratification (December 14, 2025). Negotiations between the parties preliminary to the execution of a new collective bargaining agreement shall commence not more than one hundred twenty (120) days, or less than ninety (90) days prior to the date of termination of this Agreement.

Ascension Borgess Hospital:

**Signature:** *Sarah Ruby*

**Date:** 4/10/2023

Michigan Nurses Association:

**Signature:** *Shi B. BSN, RN*  
President, Borgess Staff Nurses Council - MNA

**Date:** 4/7/23

**Signature:** *Amber Cull*  
Labor Representative, Michigan Nurses Association

**Date:** 4/7/23

**APPENDIX A**  
**LETTER OF UNDERSTANDING**  
**RE: DEPARTMENTS**

The following is a list of departments:

Behavioral (1N and 3E)	MRI
Cardiac Short Stay (Stryker Center)	NRT
Cardiology (3N)	Observation (7N)
Cardio, Vascular and General Surgery (4N)	Orthopedics, Neurology, Neurosurgery (2N)
Critical Care	Outpatient Short Stay (OSS)
CVL/EP	PACU
ED Annex	Patient Placement
Emergency Department	Pre-Anesthesia Screening
GI Lab	Progressive Care Unit (3 Center)
Interventional Radiology/NIL	Rehab (3W)
Labor and Delivery, Post Partum, Nursery and Triage	Surgery
Medical Oncology (8N)	SWAT/Vascular Access

If the Medical Center decides to permanently eliminate, combine, or add to the departments listed above, the Medical Center will notify the Union, and schedule a Special Conference upon request by the Union, before doing so.

If revisions of the Department list are made, the parties will update the list by revising this Letter of Understanding.

This Letter of Understanding in no way alters management's rights as set forth in Article 8, Management Rights.

**APPENDIX B**  
**LETTER OF UNDERSTANDING**  
**RE: CLINICAL LADDER**

One year of documentation of performance and activities will be required prior to submitting the application. Application for the clinical ladder will be received two times per year at 6 month intervals. Annual documentation is required to maintain Clinical Ladder placement.

Minimum Recognition award:

- Level 3 - \$500/year
- Level 4 - \$1,000/year
- Level 5 - \$1,500/year

Rationale (reasons for requesting change):

- To recognize and reward nurses who choose to develop excellence in direct patient care roles;
- To attract and retain clinical experts in direct patient care;
- To provide an avenue for professional growth while encouraging peer synergy and collaboration;
- To promote the highest levels of clinical competency among staff; and
- To instill enthusiasm and motivation among staff.

The Education/Certification and Experience requirements as outlined below are foundational elements of the Clinical Ladder and must be maintained as written.

	<b>Level 2 Competent</b>	<b>Level 3 Highly Competent</b>	<b>Level 4 Proficient</b>	<b>Level 5 Expert</b>
<b>Education/Certification</b>	Graduate of accredited school of nursing. Michigan RN Licensure.	National Clinical Certification in Specialty OR pursuing BSN continuously enrolled in Nursing Curriculum or completed BSN.	BSN + National Specialty Certification.	Actively pursuing MSN or completed MSN + National Clinical Certification in Specialty.
<b>Experience</b>	Successful completion of RN orientation and all required competencies.	Minimum of 2 years RN experience in hospital patient care setting.	Minimum of 2 years RN experience in hospital patient care setting.	Minimum 3 years RN experience in hospital patient care setting.