

# RN Contract



Between



Local 459

and



GREATER LANSING

Effective: February 27, 2017 to September 30, 2018

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# **PHILOSOPHY OF MCLAREN GREATER LANSING**

We believe that all people want to be involved in decisions that affect them, care about their job, take pride in themselves and the work they do, and share in the success of their efforts.

In the midst of a constantly changing healthcare industry, we also recognize that mutual flexibility and collaborative relationships between employees and the company are in the best interest of both. By creating an ongoing atmosphere of mutual trust and respect, recognizing and utilizing individual expertise in innovative ways, and providing education for each individual, we will enjoy a relationship capable of achieving our common goals and insuring maximum organizational strength as we provide top quality service to our patients and clients.

Furthermore, we will achieve our common goals based upon the following core values:

## **QUALITY**

A personal commitment to improve the quality of patient care services through education, training and innovation.

## **SERVICE**

A personal commitment to serve others through a spirit of “Service Leadership” offered to all who pass through our doors.

## **COMPASSION**

A personal expression of caring for the circumstances of others.

## **INTEGRITY**

A personal commitment to earn the trust and respect of others as we do the right thing, at the right time, for the right reason.

## **STEWARDSHIP**

A personal appreciation for our people, our organization, and our community as we serve to meet the strategic and financial plans of McLaren Greater Lansing.

## **PASSION**

A personal “vibrancy” for all we do in our pursuit of healthcare excellence.

## **Article 1: RECOGNITION**

**Section 1.1. Collective Bargaining Agreement.** For the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, the Employer hereby recognizes the Union as the exclusive bargaining representative for employees defined as follows:

All full-time and regular part-time Registered Nurses employed by McLaren Greater Lansing at 2727 South Pennsylvania Avenue and at 401 West Greenlawn Avenue, Lansing, including the Pennsylvania Campus B.O.C., or any new buildings built on such real estate or contiguous to such real estate, but excluding all other locations, other related entities, and corporations and also excluding MCAPS, a/k/a On-calls, Per Diems, Vice-President of Nursing, Directors, Patient Care Managers, Administrative Supervisors, Case Managers, Clinical Nurse Specialists, Clinical Supervisors, Nurse Practitioners, Admissions Coordinator, Charge Nurses, Employee Health Nurses, Nurse Educators, Outpatient Clinic Nurses (except those in the Breslin Cancer Center), Admitting Nurses, Utilization Review Coordinators, Home Care Coordinators, Certified Registered Nurse Anesthetists, Professional Recruiter, all Registered Nurses not responsible for Direct Patient Care, Supervisory employees, Managerial employees, Confidential employees, Guards and all other employees.

Any clinic employee currently covered by Section 1 – Recognition shall continue to be covered by Section 1 – Recognition, regardless of relocation moves wherever they occur. Other relocation issues shall be bargained on a case-by-case basis except the Geropsych Unit which is covered by a separate Letter of Understanding.

### **Section 1.2. Definitions**

- (a) **Full-time Employee.** A full-time employee is an employee whose schedule of work usually consists of seventy (70) hours or more during the two (2) week pay period.
- (b) **Regular Part-time Employee.** A regular part-time employee is an employee whose schedule of work usually consists of less than seventy (70) hours, but more than thirty-one (31), during the two (2) week pay period.
- (c) **Temporary Relief Employee/Extra Staffing Pool.** A temporary relief employee is an employee whose schedule of work is not on a regular or continuous basis but who works on an intermittent basis. Temporary relief employees are excluded from the bargaining unit. Temporary relief employees include but are not limited to per-diem employees and agency employees.

**Section 1.3** The Employer agrees not to maintain or argue that RN's recognized by this collective bargaining agreement are supervisors as defined by the National Labor Relations Act or for the purposes of collective bargaining.

## Article 2: REPRESENTATION

### Section 2.1. Stewards.

- (a) Stewards. The Employer agrees to recognize sixteen (16) stewards selected or elected by the Union to function in a representative capacity for the purpose of processing grievances under the grievance procedure as established in this Agreement.
- (b) The Union agrees to advise the Employer in writing of the names of its stewards and alternates before recognition of their respective capacity begins.
- (c) The Union shall have the right to elect or select alternates who shall serve only in the absence or work-related unavailability of the officially recognized representative.

Section 2.2. Reporting. When it is necessary for a steward to leave his/her work to handle a grievance in accordance with the grievance procedure established in this Agreement, such steward shall notify his/her supervisor. The steward shall return to his/her job as promptly as possible, and upon return (s)he shall immediately report to his/her supervisor. If it is impossible for a steward to be relieved of his/her duty upon request, (s)he shall be excused at the earliest possible time after proper arrangements have been made.

Section 2.3. Chief Steward. The Union shall designate one (1) steward as the Chief Steward. The Chief Steward shall:

- (a) Receive a copy of disciplinary verbal warnings, as received by Human Resources, written warnings, suspensions and terminations.
- (b) Receive a copy of work rules.
- (c) Participate in the Step 3 grievance meetings.
- (d) Serve as the Union representative in other capacities if mutually agreed upon by the Union and the Employer. The chief steward shall not serve as steward for her/his unit; instead, the alternate shall act as steward while that person serves as the chief steward.
- (e) The Union shall advise the Employer in writing of the designation of chief steward and of any change in chief steward. The Union will provide the Medical Center with a minimum of four (4) weeks before expecting the regularly scheduled release of the Chief Steward. The Medical Center will work with the Union to allow release time for the Chief Steward during this notice period.
- (f) The Chief Steward shall receive paid release time as a full time position up to eighty (80) hours per pay period. This time will be used for Union related matters, contract administration, investigating and processing grievances, and working together with the Employer. Hours worked in this capacity do not count towards the calculation of overtime.



- (g) The Employer may require the Chief Steward to work two (2) shifts per pay period at her/his regular shift and department.
- (h) When a Chief Steward returns from this leave he/she will be placed in the same shift, department, status, and schedule held prior to the leave.

Section 2.4. Bargaining Committee. For the sole purpose of negotiating any modification to this Agreement at the end of the term of this Agreement, the Employer agrees to recognize a bargaining committee composed of seven (7) employees, one of whom shall be the Chief Steward. Each of the six (6) non Chief Stewards on the bargaining team shall be from different departments at the time of the election as defined under the Job Bidding and Posting Section of this agreement. Non-employee representatives may be present as desired. Bargaining committee members shall be compensated at their regular hourly rate for all hours spent in bargaining sessions where they would normally be on scheduled work time.

For employees who are regularly scheduled for weekends only, second or third shifts, employees without regular schedules, and part-time employees, every attempt will be made to change schedules to include hours scheduled for bargaining. If an employee is not so scheduled, the Union reserves the right to cancel the meeting. Specific provisions for twelve (12) hour shift employees may be negotiated in the ground rules for contract negotiations.

The Employer may require the Chief Steward to work two (2) shifts per pay period at her/his regular shift and department.

Section 2.5. Information Requests. The Employer shall respond to relevant and necessary requests for information needed to process a grievance from the Union within ten (10) working days unless the request would be overly burdensome to produce. The Employer may request one ten (10) working day extension when the request requires unusual time to fulfill.

Section 2.6. New Employee Orientation. A Union Representative shall be allowed to present to Union employees after basic new employee orientation.

Section 2.7. Union Meetings on Site. The Employer shall permit the Union to hold meetings on the Employer's premises consistent with Employer determined room scheduling procedures. If payment for attendance is not otherwise provided for in this agreement, employees may be allowed to attend on non-work time or by using PTO subject to the PTO provisions of this Agreement. The Employer shall not unreasonably deny an employee's request to use PTO to attend a Union meeting

Section 2.8. Union Office Space. When and if it is available, office space will be made available to the Union for conducting Union business. This space will be on the Greenlawn Campus and will be readily accessible to bargaining unit members. Desks, chairs, telephone, filing cabinets, and internet access shall be provided by the Employer.

Section 2.9.Distribution of Agreement. The Employer shall furnish all members of the bargaining unit with a copy of this Collective Bargaining Agreement. Newly hired employees shall receive a copy of the Collective Bargaining Agreement with their new hire information.

Section 2.10.Duplication of Agreement. The Employer agrees to pay for the duplication of this Agreement in sufficient copies for distribution to Union membership.

### **Article 3: MANAGEMENT RIGHTS**

#### Section 3.1. Management's Reserved Rights

- (a) Except as expressly limited by the terms of this Agreement, the Medical Center retains and shall have the sole and exclusive right to manage and operate the Medical Center in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitations, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to make judgments as to the ability and skill of its employees; to continue and maintain its operations as in the past, to study and use improved methods and equipment; and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to arbitration procedure established in this Agreement.
- (b) The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules; to determine work loads; to use outside assistance (subcontracting) either in or out of the Employer, provided however, that these rights shall not be exercised in violation of any specific provision of this Agreement and as such, they shall be subject to the Grievance and Arbitration Procedure established herein.
- (c) The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

### **Article 4: UNION SECURITY AND CHECKOFF**

#### Section 4.1.

- (a) Union Membership. The Employer agrees that all employees covered under this Agreement shall, upon completion of the probationary period, and as a condition of employment, become and remain members of the Union. The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, upon completion of the probationary period and as a condition of employment, become members of the Union.
  
- (b) Pursuant to this Section of the Collective Bargaining Agreement, it is the Union's responsibility to notify the Employer when an employee is delinquent in his/her payment of dues or service fees. To the extent that the Union wishes the employee to be terminated in accordance with this Section of the Agreement, the Union shall provide, in writing, to the Employer the following:
  - i. The Union's demand to terminate the employee, the reasons for termination and the date such termination takes effect.
  - ii. Reasonable verification that the employee was provided with an opportunity to object, declare non-member status and receive a rebate to the extent that such is required by law.

An employee terminated for failure to pay his/her Union dues shall not have access to the grievance procedure for such termination.

The Union, at its option, may choose to pursue legal remedies for an employee who is in noncompliance rather than requesting the Employer to terminate such employee.

- (c) The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, judgments and any other forms of liability arising due to an employee being terminated pursuant to this provision of the Agreement or due to the Union's pursuit of legal remedies as provided herein.

#### Section 4.2. Payroll Deduction for Union Dues.

- (a) The Employer agrees to deduct from the salaries of all employees covered by this agreement initiation fees and dues for the Office & Professional Employees International Union, Local 459, AFL-CIO and CLC.
  
- (b) Commencing the first full month after completion of the probationary period, an initiation fee and Union dues shall be deducted from the employee's earnings. The initiation fee owed, if any, shall be deducted from the first paycheck of the month and dues shall be split between the twenty-six paychecks during the year.
  
- (c) The Union shall, thirty (30) days in advance of the start of each Medical Center Fiscal Year, give written notification to the Human Resources Office of the amounts of annual dues and initiation fees for the Union. The amount of deductions for these dues shall not be subject to change during the entire Hospital Fiscal Year except upon the Union

providing the Human Resources Office with thirty (30) days notice of such change. It is understood that the Employer can reasonably accomplish such change twice in any one (1) fiscal year. Additional changes beyond said two (2) are subject to mutual agreement.

- (d) All fees and dues so deducted from the wages of bargaining unit employees shall be sent to the Union Secretary-Treasurer. Dues shall be remitted monthly with the Employer sending a hard copy of dues information to the Union and by transmitting the dues information electronically or digitally. In the event the Employer is prevented from transmitting the dues information electronically or digitally, the Employer will notify the Union of the reason for the failure to transmit. When the Employer is able, it will transmit any dues information that was missed electronically or digitally.
- (e) The Union shall refund to the employee dues erroneously deducted by the Employer and paid to the Union.
- (f) Dues Deduction. For purposes of dues deduction only seventy (70) hours per pay period shall be considered full-time.

## **Article 5: GRIEVANCE AND ARBITRATION PROCEDURE**

Section 5.1. Definition of a Grievance. For the purposes of this Agreement, a grievance shall be defined as a complaint or dispute by an employee or employees covered by this Agreement arising during the term of this Agreement concerning the application and/or interpretation of a specific provision or provisions of this Agreement as written.

Section 5.2. Review Procedure. All complaints and grievances shall be processed in the following manner:

Informal Discussion: Within fifteen (15) working days of reasonable discovery of the occurrence of the incident which gave rise to the complaint, the employee shall state his/her complaint in writing or verbally by giving a factual account of the situation, citing the section of the contract involved, specifying the relief requested and submitting the complaint to the immediate manager or designee in charge. Both the Employee and the Manager or designee are encouraged to resolve it through discussion, with or without the employee's steward present (at the employee's option). Any satisfactory resolution must be in compliance with this Agreement and with current policies. Resolutions achieved at Informal Discussion are considered non-precedent setting. The supervisor/manager shall respond to the employee within five (5) working days after the initial meeting with the employee.

An employee may proceed to the Step 1 Grievance process and reduce the complaint to writing if (1) a satisfactory resolution is not achieved at the Informal Discussion level, (2) the employee chooses to go directly to Step 1, or (3) the supervisor / manager does not comply with the Informal Discussion timelines.

Step 1 Formal Grievance Procedure: Within fifteen (15) working days of receipt of the supervisor/managers response to Informal Discussion and/or within fifteen (15) working days of reasonable discovery of the occurrence of the incident, which gave rise to the complaint, the employee shall state her/his complaint in writing and submit the grievance to the Employee Relations Consultant or designee in charge. Employee Relations along with the Department Head/Director or designee shall meet with the Grievant and Steward/Chief Steward or designee within five (5) working days of receipt of the grievance and respond to the grievance within ten (10) working days after the meeting. The Union will initiate the scheduling of all Step 1 Formal Grievance meetings with the Employee Relations Consultant or designee within the Step 1 timeframe.

Section 5.3. Policy and Discharge Grievances. If the grievance concerns a group of employees, the bargaining unit as a whole, or the discharge of an employee, the Union may file a grievance in writing as outlined in Step 1, with the Human Resources Consultant within fifteen (15) working days after reasonable discovery of the events which gave rise to the grievance. Grievances filed under this Section shall then be processed in accordance with Step 1.

Section 5.4. Notice of Arbitration. If the grievance is not satisfactorily resolved in Step 1, and if the Union is not explicitly barred from arbitrating the grievance by provisions of this Agreement, the Union may request arbitration by notifying the Employer in writing within thirty (30) calendar days of receipt of the Employer's answer in Step 1.

Section 5.5. Selection of Arbitrator. If a timely request for arbitration is filed with the Employer, and if the Union is not explicitly barred from arbitrating the grievance by provisions of this Agreement, the following process shall be used to select an arbitrator.

The arbitrator will be selected from the following panel of arbitrators:

Elliot Bietner  
Mario Chiesa  
Patrick McDonald  
Anne Patton  
Joseph Girolamo  
David Grissom  
Kathleen Opperwall

The selection of the arbitrator shall be on a rotating basis, starting with the first listed arbitrator, as each case is assigned for arbitration. If the arbitrator does not have any dates available within six (6) months of the date the Union contacts the arbitrator, the arbitrator may be skipped on the list and he/she will be the first choice for the next arbitration scheduled. In the event that an arbitrator on the panel becomes perpetually unavailable, the parties agree they will replace the arbitrator with another mutually acceptable arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

Section 5.6. Prearbitration Procedure. Prior to the actual Arbitration hearing, the Union may

submit unresolved grievances to the Vice President of Human Resources or designee and the Vice President of Patient Care Services/CNO or designee. The parties shall meet to discuss the grievance(s) submitted. The intent of the submission will be to make an additional attempt to resolve the grievance.

Section 5.7. Arbitration Hearing. The Employer and Union will cooperate to ensure the right of either party to adequately prepare or present its position at the arbitration hearing. However, any witnesses who may be requested by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of testimony (direct or rebuttal if required), the witness shall be excused to return to work. Not more than one steward shall be excused from work to attend the hearing other than to serve as a witness. The Employer will not pay lost time for employees involved in the hearing other than for one steward, any witnesses and the grievant(s).

Section 5.8. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, including arbitration, upon notice from the Union. The time limits established herein may be extended by mutual agreement in writing. In computing working days under the grievance procedure, Saturday, Sunday and holidays shall be excluded.

Section 5.9.Lost Time. The Employer agrees to pay for all reasonable lost time by an employee during her/his regular working hours while pursuing the grievance procedure, provided however, the Employer reserves the right to revoke this benefit if this privilege is being abused. Revocation shall not occur, however, until the Employer has notified the Union in writing of the abuse, and after discussion between the Union and the Employer, the abuse has not been corrected within a designated period of time. In order to enable the Employer to organize patient service and work on each shift, no employee or union steward shall be permitted to leave her/his work during the first hour of each shift for grievance purposes, except in situations of mutually agreeable emergency, or an employee discharge occurring within that period of time.

Section 5.10.Arbitrator's Jurisdiction. The arbitrator's jurisdiction shall be limited to the application and interpretation of this Agreement as written; he shall be governed wholly by the express terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. The arbitrator shall have no authority to rule on the Employer's reserved rights not otherwise abrogated by the express terms of this Agreement. If the issue of procedural arbitrability is raised, the arbitrator shall first decide that question before he shall be permitted to decide the merits of the grievance. The Union acknowledges that the arbitrator is limited by the express provisions of Managements Reserved Rights, Section 3.1(a) and that any grievance involving such exclusive rights shall not be arbitrable. The award of the arbitrator shall not be retroactive any earlier than the time the grievance could be presented and in no event prior to seventy-five (75) calendar days from the date the grievance was submitted in writing. The arbitrator's decision shall be final and binding on the Employer, Union and employees in the bargaining unit, provided however, either party shall have the right to challenge the arbitrator's decision or procedure in the courts, if the

arbitrator has exceeded his jurisdiction as provided herein. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

## **Article 6: NO STRIKE - NO LOCKOUT**

### **Section 6.1. Prohibition**

- (a) It is recognized that the needs for care and proper treatment of patients in the Medical Center are of paramount importance, and that there should be no interference in such care and treatment. Adequate procedures having been provided for the equitable settlement of grievances arising under this Agreement, the Union agrees that during the term of this Agreement, there will be no suspension of work through strikes, sympathy strikes, picketing, slow-down or refusal to handle or take care of a patient or other activities that may disturb or interfere with the welfare of patients.
- (b) The Employer agrees that during the term of this Agreement, it will not lock out employees.

### **Section 6.2. Penalty**

- (a) Any employee who violates the provisions of Section 6.1(a) shall be subject to discipline by the Employer, up to and including discharge. Any appeal or review of any discipline imposed for a violation of Section 6.1(a) shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by Section 6.1(a), unless the appeal or review establishes that the employee did not violate the provisions of Section 6.1(a), in which case, any disciplinary action imposed may also be reviewed.

## **Article 7: LEAVES OF ABSENCE**

**Section 7.1. Seniority & Benefit Accumulation.** Seniority shall continue on all approved leaves of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. An employee shall receive all benefits while on paid sick leave, personal days, vacation, and union leave. Benefits such as vacation, sick leave and insurance do not accrue or continue during any other leave of absence unless otherwise specifically provided in one of the leaves of absence sections. Insurances shall continue for an employee on an unpaid leave of absence less than thirty (30) days. For an unpaid leave of longer than thirty (30) days, insurances shall continue until the end of the month following the thirtieth (30<sup>th</sup>) day.

Section 7.2. Personal Leaves of Absence. Employees may be granted a personal leave of absence at the discretion of the Employer. A request for personal leave of absence shall be in writing on the required form and signed by the employee. Whenever possible, a request for personal leave should be filed at least thirty (30) days before such leave is desired. Personal leaves of absence shall not ordinarily exceed thirty (30) days. However, for unusual circumstances, additional time may be considered. If an employee does not return to work at the end of an approved leave of absence, the employee shall be considered as having voluntarily quit, unless contrary arrangements had been made with the Employer.

A Personal Leave of Absence is for personal reasons of a serious nature. Serious nature is defined as situations which require the employee to be away from work for reasons relating to a matter of importance which does not qualify under another leave of absence section.

Section 7.3. Educational Leave. Employees may be granted an educational leave of absence without pay at the discretion of the Employer up to a maximum of one (1) year to pursue a full-time educational program, provided the educational program is work-related or related to a position in the health care field employed by the Employer. This leave may be extended for a like period by the Employer.

It will be at the discretion of the Employer to hold the employee's position during the leave. If the employee's position will not be held, the employee will be notified at the time the leave is granted. If the position is not held, the employee may apply for vacant positions upon return.

Section 7.4. Adoption Leave. A leave of absence for adoption is covered by FMLA leave. The Employer, in its discretion, may grant additional leave or extensions for good cause shown. Reasonable proof of the adoption may be required.

Section 7.5. Military Leave. Application for military service leave of absence shall be made to the Employer in writing within three (3) working days from the date the employee is notified of her/his acceptance in military service, orders, or call to active, reserve, or other military duty. Any employee who fails to provide such timely notice may be disciplined for just cause provided an employee who notifies the Employer more than three (3) months prior to his/her scheduled departure shall not be subject to discipline. The employee shall present a copy of the orders to the Employer as soon as orders are available. An employee on such leave shall be governed by the applicable laws.

Section 7.6. Union Leave of Absence. The Employer agrees to grant a leave of absence without pay to two (2) employees selected by the Union to attend an official Union convention. Additional employees may make a request for such leave of absence, but whether such request shall be granted shall depend upon whether, in the Employer's judgment, such leave does not unreasonably interfere with the normal operations of the Employer.

Section 7.7. Extended Union Leave. The Employer shall grant an unpaid leave of absence for up to sixty (60) days for one (1) employee from any bargaining unit at any time in order that the employee may serve the Union as a paid Officer or Service Representative. Health insurance



shall be continued during this 60 day period provided the employee continues to make the employee contribution. Any individual employee would only be eligible for one such leave during the life of the Agreement. Upon completion of the leave, the employee shall be returned to her/his status, shift, department, and classification without loss of seniority. Upon request for a leave longer than sixty (60) days, an employee shall be granted an unpaid leave up to one (1) year but, upon return, shall be returned to her/his classification, contingent upon the availability of a position.

Section 7.8. Jury Duty. An employee shall be granted a leave of absence when chosen for jury duty for the period served. An employee with seniority will be paid the difference between the amount (s)he receives from the court and her/his base hourly straight-time earnings for regularly scheduled hours of work lost while serving, not to exceed a period of sixty (60) days or the length of the trial if on a sitting jury. The difference in earnings shall be paid even when part or all of jury duty falls outside of hours regularly scheduled for the day. When an employee serves more than half of their regularly scheduled shift on jury duty in a day, the employee shall be paid the difference in earnings for all the hours of her/his regularly scheduled shift and the employee shall not be required to work any hours. If the employee is excused from jury duty after service of less than half of their regularly scheduled shift, (s)he shall immediately call the supervisor and may be required to return to work. If the employee is not required to return, the employee shall be paid the differential benefit for the day. An employee on jury duty has no right or obligation to work overtime or extra hours on days in which (s)he serves on jury duty. Employees on an initial probation period will not receive compensation during jury duty but will return to their classification, department and status upon completion of jury duty. In order to receive this benefit, the employee must submit proof of jury service and notice to his immediate supervisor promptly upon notice from the court.

If an afternoon shift employee is called for jury duty, he/she will be expected to call the jury board by 5:30 pm or the time required by the court, if different, the night before he/she is to report for jury duty. If an afternoon shift employee reports for jury duty for four (4) or more hours the employee shall not be required to report for her/his shift that day and shall be paid the differential for the day.

If a night shift employee is called for jury duty, he/she will be expected to call the jury board by 5:30 p.m., or the time required by the court, if different, the night before they are to report for jury duty. If he/she is required to report for jury duty the next morning, he/she will be taken off the schedule for the night before the scheduled jury duty, and compensated for any scheduled hours for that shift. If the night shift employee reports for jury duty for more than half the scheduled day, and provides written documentation to that effect, the employee will be granted off for that night, if scheduled, and compensated.

Section 7.9. Bereavement Leave.

- (a) For the death of a spouse, significant other, parent, guardian or child the employee shall receive approval for a thirty (30) day personal leave of absence with any scheduled hours in the first seven (7) calendar days of the leave paid as bereavement. The employee may elect to take the remainder of the personal leave of absence utilizing his/her available

PTO. The employee is not required to take the entire personal leave of absence. However, if the burial or final service is not held within the next seven (7) calendar days then the employee shall be allowed to defer the days or any portion not used in the initial seven (7) day period for the burial or final service.

Significant Other shall minimally be defined to include persons with whom the employee has lived in a relationship analogous to marriage for at least two (2) years immediately prior to the death.

- (b) For the death of a brother, sister, grandchild, half-brother or half-sister, step parent or step child the employee shall receive any scheduled hours off with pay within the next seven (7) calendar days. If the burial or final service is not held within the next seven (7) calendar days then the employee shall be allowed to defer the days or any portion not used in the initial seven (7) day period for the burial or final service.
- (c) For the death of a grandparent, current father- or mother-in-law or current son- or daughter-in-law, the employee shall receive any scheduled hours from the time of death to the burial (or final funeral services) off with pay except that the time off shall not exceed two (2) shifts the employee was scheduled to work.
- (d) The death of a parent or legal guardian of a minor child in the employee's legal custody shall be considered covered by this Article.
- (e) For the death of a current brother- or sister-in-law, aunt, uncle, or niece or nephew, the employee shall receive any scheduled hours from the time of death to the burial (or final funeral services) off with pay, except that the time off shall not exceed one (1) shift the employee was scheduled to work.
- (f) Sister-in-law includes not only the traditional definition of husband's sister as sister-in-law, but also husband's brother's wife as sister-in-law. This is also true for husband's sister's husband as brother-in-law, etc.
- (g) An employee taking bereavement leave in accordance with the above shall be allowed to extend the leave for up to an additional two (2) days by using PTO or unpaid leave for any hours scheduled in those days.
- (h) If an employee has a death in the family (as defined above) while on vacation leave, the employee shall receive bereavement leave and the PTO time shall be returned to the Employee's bank.
- (i) For a death not covered above, the employee shall be allowed to take up to two (2) days leave, per calendar year, by utilizing PTO. If an employee does not have PTO available, he/she may take the time unpaid.
- (j) The involuntary termination of a pregnancy verified by a physician greater than twelve (12) weeks gestation shall be considered a death for purposes of this section. This only

applies to the employee, a spouse or significant other.

Section 7.10. FMLA, Medical and Workers' Compensation Leaves.

- (a) Family and Medical Leave. Employees shall be entitled to Family and Medical Leave (FMLA). (See current policy on Family and Medical Leave, at the time the leave is taken.) Any leave taken under the terms of this Agreement may be counted toward an employee's FMLA entitlement and shall run concurrent. Spouses who are both employed by the Employer shall have separate FMLA entitlement.

Return from Family and Medical Leave. An employee who has qualified for Family and Medical Leave will be returned to their same or equivalent position provided that their 12 week entitlement during the 12 month period has not been exceeded. If an employee has exceeded his/her 12 week entitlement under FMLA, he/she may be offered a vacant position. If none is available, they may maintain an inactive status for up to one year and apply for vacant positions as they become available.

- (b) Extended Medical Leave of Absence. An employee who has exhausted his/her rights under the Family and Medical Leave provisions of this contract shall be allowed to take an extended medical leave of absence for his/her serious health condition not to exceed one (1) year from the first date of absence including any time covered as FML. The Employer shall continue health insurance for an employee on medical leave of absence until the end of the month following six (6) months of leave whether paid or unpaid.

Return from Extended Medical Leave of Absence. When an employee returns from an extended medical leave in excess of twelve (12) weeks but less than one (1) year the Employer will make every effort to return him/her to work as quickly as possible provided that the work is within his/her physical restrictions and the position to which he/she is returned is vacant and the employee meets the minimum qualifications of the job. If the employee is qualified to fill the vacant position, the position will not be posted but will be awarded to the returning employees. The definition of qualified is as defined under the Layoff/Recall Article of this agreement.

- (c) Medical Leave of Absence. A bargaining unit employee with seniority who is not eligible for rights under the FMLA shall be eligible for a medical leave for his/her own serious health condition up to the employee's length of service not to exceed one (1) year. The Employer shall continue health insurance for an employee on medical leave of absence until the end of the month following six (6) months of leave whether paid or unpaid.

Return from Medical Leave of Absence. When an employee returns from medical leave the Employer will make every effort to return him/her to work as quickly as possible provided that the work is within his/her physical restrictions and the position to which he/she is returned is vacant and the employee meets the minimum qualifications of the

job. If the employee is qualified to fill a vacant position, the position will not be posted but will be awarded to the returning employee. The definition of qualified is as defined under the Layoff/Recall Article of this agreement.

- (d) Workers' Compensation Leave of Absence. Employees shall be entitled to an indefinite leave for injuries that are covered by workers' compensation and which occur during the course of employment with the Employer. Under State of Michigan workers' compensation law, the employee is not compensated for time lost until the eighth (8th) consecutive day of disability, unless the employee is continuously disabled and off of work for fourteen (14) consecutive days, then workers' compensation will pay retroactive to the first day.

Employees can use banked time off to cover the first seven (7) days. If the employee is continuously disabled in excess of fourteen (14) consecutive days, where workers' compensation would pay for the entire disability, the employee will be allowed to reimburse the institution for the first seven (7) days of pay received through banked time off and the hours will be reinstated to their time off accruals. The employee must reimburse the Medical Center before the banked time is returned to their bank.

Return from Workers' Compensation Leave of Absence: FMLA shall not be applied to Workers' Compensation leave. An employee on a Workers' compensation leave will be returned to the same or equivalent position within the first 12 weeks. In excess of 12 weeks, the Employer will make every effort to return employees to work as quickly as possible provided that the work is within their physical restrictions and the position to which they are returned is vacant and the employee meets the minimum qualifications of the job. If a workers' compensation employee is qualified to fill a vacant position, the position will not be posted but will be awarded to the returning employee.

Section 7.11. Available PTO must be used for all Leaves of Absences unless otherwise approved as unpaid by the Employer (e.g. Family Medical Leave for employee whose PTO bank is exhausted) or unless otherwise allowed by contract (e.g. LCDO's). Employees receiving short or long term disability payments or workers compensation may at the employee's discretion receive PTO on the portion not covered by disability.

## **Article 8: HOLIDAYS**

Section 8.1. Holidays. All employees who have completed ninety (90) days of employment shall receive holiday pay for the six (6) recognized holidays provided the employee is eligible under the rules established herein:

New Years Day  
Thanksgiving Day  
Memorial Day

Labor Day  
Independence Day  
Christmas Day

Section 8.2. Holiday Eligibility. An active employee who has an unexcused absence on the shift preceding the holiday, or the shift following the holiday may be denied holiday pay.

(a) Unexcused Absence:

- i. An unscheduled absence where approval for the absence was not provided by the supervisor and is not the result of: (a) employee's own illness; (b) the illness of a dependent child; or (c) an emergency, or
- ii. An absence in which proper notice, authorization, or documentation was not provided including reporting back late following vacation, layoff, or leave of absence, or
- iii. An absence in which false information was provided to explain the absence.

In the event that an employee who has pre-approved, scheduled PTO which adjoins a holiday before and/or after the holiday, and is absent on 1) his or her last scheduled work day directly prior to the adjacent PTO, if the PTO precedes the holiday, or 2) directly after the adjacent PTO, if the PTO follows the holiday, shall be considered "otherwise excused" and shall receive holiday pay. If the employee does not have enough time in their PTO bank to cover his/her entire absence, including pre-approved, scheduled PTO, and any contiguous unscheduled PTO, the employee shall not be considered "otherwise excused" and shall not receive holiday pay. Refer instead to the above Section 8.2 Holiday Eligibility, which refers to eligibility dependent on presentation of a doctor's statement. This language should not be construed to replace or change the Medical Center's policy on excessive, or unexcused absenteeism.

Section 8.3. Holiday During Vacation. When a holiday falls within an employee's authorized vacation, he/she shall receive an additional day of pay or an additional day of vacation at the employee's discretion. If the employee takes the additional day, it must be scheduled before the employee goes on vacation and taken in conjunction with his/her vacation.

Section 8.4. Failure to Report. Employees who are scheduled to report for work on a holiday but fail to report for and perform such work for any reason other than illness verified by a doctor when so requested by the Employer, shall not be entitled to holiday pay.

Section 8.5. Holiday Pay. All employees budgeted to work seventy (70) or more hours per pay period shall receive holiday pay. These employees shall receive pay equal to one shift. If an employee budgeted to work seventy (70) or more hours per pay period regularly works a combination of shifts, that employee shall receive pay equal to their most common shift. If the employee has an equal number of different scheduled shifts, the holiday pay would be whichever is greater.

An employee may use holiday pay to cover time off during the pay period in which the holiday

falls or may bank the time in the Earned Leave Bank.

Section 8.6. Holidays Worked.

- (a) An employee budgeted to work seventy (70) or more hours per pay period who works on a holiday shall, in addition to any holiday pay, receive overtime equal to one and one-half times their regular hourly rate.
- (b) An employee who is budgeted for less than seventy (70) hours per pay period who works on a holiday shall receive overtime equal to two and one-half times their regular hourly rate.
- (c) If more than fifty percent (50%) of an employee's shift falls within the holiday, the employee shall receive the holiday premium for the entire shift. For purposes of holiday premium, unpaid times for meals shall count as part of an employee's shift.
- (d) An employee who receives time and one-half (1-1/2) or two and one-half (2-1/2) times their regular hourly rate on a holiday shall not be eligible for daily overtime on the same shift regardless of the number of hours worked. Hours worked on the holiday are not considered pyramiding of overtime when calculating weekly or pay period overtime.
- (e) An employee may not receive the holiday premium on the same shift simultaneously with the call back premium, or such other premiums that may be of one and one-half times their hourly rate or greater.

Section 8.7. Part-Time Employees on Units Closed for the Holiday. Effective with the first holiday following ratification, an employee budgeted to work thirty two (32) hours or more but less than seventy (70) hours per pay period in a unit without holiday coverage (i.e., a unit that is closed on a holiday) who would otherwise be scheduled to work on that day shall receive four (4) hours holiday pay at their straight time hourly rate and shall be paid time and one half (1 ½) for any hours worked.

The Employer shall have the sole discretion to determine prior to each holiday, whether a unit shall be closed or not on the holiday.

Section 8.8. Christmas Eve and Christmas An employee shall not be scheduled by the Employer for both Christmas Eve and Christmas Day during the same year. If an employee works the night shift which ends on Christmas Day, the employee will not be required to work the night shift on Christmas night. Employees not otherwise scheduled to work on Christmas Eve Day or Christmas night may be scheduled to work to insure appropriate coverage. The Employer shall first solicit volunteers/per diems regardless of overtime status, prior to involuntarily changing schedules. Involuntary changes in schedule shall be done using seniority. This language shall also apply to mandatory on-call and Baylor employees.

## **Article 9: PAID TIME OFF**

Section 9.1. Accrual. “Paid Time Off is available for use after 90 days of continuous employment. Paid Time Off hours are earned retroactively to an employee’s date of hire according to the following:

<u>Years of Service from MGL Date of Hire (DOH)</u>	<u>Hours Earned/ Hours Paid</u>
Hire to 5th anniversary date of hire (ADH)	.0846
5th ADH to 10th ADH	.0961
10th ADH to 14th ADH	.1153
14th ADH ++	.1346

For Pennsylvania employees hired on or before 05/01/95, contract provisions on Paid Time Off are modified as follows:

- (a) For employees hired before 01/01/93, and in a bargaining unit position on or before 05/01/95 the following schedule will apply:

<u>Years of Service from MCH Anniversary Date of Hire (ADH)</u>	<u>Earned Earned/ Hours Paid</u>
Hire to 5th year ADH	0.0977
Start of 5th ADH to 9th ADH	0.1177
Start of 9th ADH to 13th ADH	0.1262
13th ADH + +	0.1377

- (b) Any employee hired by MCH on or after 01/01/93 shall earn PTO according to the schedule in Section 9.1 of the contract except that employees hired by MCH on or after 01/01/93 but before 05/01/95 and in a bargaining unit position on or before 05/01/95 shall start at the 5-10 year rate regardless of their actual years.

- (c) Employees hired before 05/01/95 and who transfer into or out of the bargaining unit after 05/01/95 will have PTO accrual rates determined according to the following:

1. Their current grandparented accrual rate will be compared to the current standard accrual rates for PTO (see Section 9.1 of current contract or PTO accrual rates for non-bargaining unit employees, whichever is applicable).
2. The employee will be placed at the standard accrual rate closest to the grandparented accrual rate (example: if employee currently accrues at 0.1000 he/she will transfer to the 0.0961 accrual rate because it is closer to the employee’s current accrual rate than 0.1153).
3. In no event will an employee transfer into a bargaining unit position earning greater than the maximum PTO accrual as stated in Section 9.1 or PTO accruals for non-bargaining unit employees, whichever is applicable.

4. The employee will move to the next accrual rate, if applicable, on the appropriate anniversary date or hire per Section 9.1, or the PTO accruals for non-bargaining unit employees, whichever is applicable
- (d) The grandparenting system for Greenlawn employees to the new PTO system shall be continued.

Section 9.2. Employees will earn PTO on all hours paid, including on overtime but may not earn on more than 2,080 hours paid per calendar year.

Section 9.3. PTO Bonus Payment: Starting with the payroll year that begins on December 23, 2004, any RN who is paid for 2,080 or more hours during the 26 completed pay periods of the payroll year, will be paid for all PTO that would have accrued on all hours paid over 2,080 at his/her straight time hourly rate of pay at the end of the 26th pay period. The payment will be made on the second payday of February in the following year.

Section 9.4. Maximum PTO Bank Accrual:

Effective with the first full pay period of 2013, the maximum bank accrual will be capped at 400 hours. Effective with that pay period, any employee with a PTO bank of 400 or greater hours will automatically be cashed down to 350 PTO hours at a 1 to 1 conversion, unless the employee notifies the Employer that he/she wishes to be cashed down to a different number of hours between 350 PTO hours and the maximum cap of 400 PTO hours. In lieu of receipt of cash, employees may elect to roll the cash equivalent of their PTO hour over 350 on a pre-tax basis into their Defined Contribution 403(b) account if permitted by law.

Section 9.5. Paid Time Off hours are convertible to cash by submitting a request to Payroll. Employees may convert up to half of their earned bank to cash at full value (their hourly rate times the number of hours of PTO) provided they have at least 200 hours in their PTO bank at the time of conversion. Conversion is available, at the employee's option, up to three times during each calendar year. At such three times, employees may roll the cash equivalent of PTO hour converted to cash into their Defined Contribution 403(b) account if permitted by law. If the employee requests conversion at least two (2) pay periods before reaching the maximum cap of 400 PTO hours, the employee shall not lose any accrued PTO as a result of any delays in cashing out the converted PTO hours.

Section 9.6. PTO Payout at Retirement or Termination

- (a) Earned but unused PTO hours will be paid out at full value upon termination or retirement. An Employee who is laid off may elect to have their PTO paid out at either (1) upon the time of layoff; or (2) have their PTO pay out deferred to the end of their severance period. If the Employee fails to defer the PTO payout, then the PTO will automatically be paid out upon the time of layoff.

Section 9.7. Use of PTO. PTO will be used under the following circumstances:



(a) Sick Leave:

1. Employees shall call in at least two (2) hours prior to the beginning of their shift and at least three (3) hours prior for shifts beginning 5:00 p.m. through 11:00 p.m. PTO will be paid commencing the first (1st) workday of illness. Accumulated PTO shall be paid on each day of sickness at the employee's regular straight-time for that employee's regular scheduled hours per day; provided, however, that if an employee fails to notify the Department Head or Supervisor of inability to report, then the Employer reserves the right to withhold sick pay for that day.
2. Seniority shall continue to accumulate during paid sick leaves. Other benefits shall not accumulate or accrue during paid sick leaves except that insurance shall continue and PTO shall continue to accrue.
3. Employees shall be allowed to use PTO for the illness of a family member with whom they reside. (The current absenteeism policy would still apply to such leave.)
4. Certification. The manager may request documentation of an absence or certification of disability from a physician if (1) the absence is more than three (3) consecutive, scheduled work days; (2) the employee has a current written discipline for absenteeism in his or her personnel file; or (3) when the manager has reliable information, which calls into question the validity of the excuse. Supervisors should not ask for certification unless one of the above conditions is met.

(b) Vacation:

1. Vacation Schedule. Time off for vacation may be arranged at any time up to the extent of earned PTO upon the approval of the manager after giving proper consideration to the personnel requirements of the Employer.
2. Standard and Alternative Approval Methods: Unless the employees in a department vote to use an alternative method (as described below), vacations shall be approved using the standard method.
  - a. Standard Method:
    - i. Annual Prime Time Submissions:
      1. Employees shall submit requests for vacations during prime time by January 31st of each year.
      2. The Employer shall respond no later than two (2) weeks after January 31st.
      3. RNs may take PTO up to the RN's authorized budgeted

- hours per pay period during prime time.
4. RN's may take additional PTO during prime time, if no scheduling conflicts exist.
  5. In case of conflicting requests, seniority shall be used provided any time over the requested RNs authorized budgeted hours does not conflict with any other employee's request.
  6. An employee may submit a second or third preference in the event that the employee's other preference conflicts and is granted to a more senior employee.
  7. Other employees approved Leaves of Absence and open schedules will not affect the granting of PTO requests during the annual submission period.
  8. Definition of Prime Time:

Spring Break:	March 15 to April 15
Summer:	Memorial Day to Labor Day
	The week of December 24 <sup>th</sup> through January 2 <sup>nd</sup> .

ii. Other Submissions:

1. Requests submitted for non-prime time or requests for prime time submitted after January 31st shall be granted on a first-come, first-granted basis provided such requests shall not be submitted more than one (1) year in advance.
2. Requests submitted on the same day by multiple Employees will, at the end of that day (midnight), be awarded by seniority.
3. For non prime time or non annual submission requests other employees approved Leaves of Absence and open schedules will not affect the granting of PTO requests except if the granting would result in a unit having no regular staff (e.g. regular staff includes contracted per diems and regular floats.)

b. Alternative Methods:

- i. A department may, by majority employee vote, decide to use an alternative method.
- ii. Managers may propose an alternative method.
- iii. If a method is proposed by an employee or group of employees, the manager will review it prior to the vote and give a list of any reasons why the method cannot be administered.
- iv. The method must be decided at the time of the vote and will be in effect for the life of the contract.
- v. The Employer must be notified by the Union that a particular

department is using an alternative method voted in by that department's employees.

3. Vacation Approval and Relief:

- a. The Employer will acknowledge approval or denial of requested vacations within fifteen (15) calendar days. If a vacation request is not acknowledged within 15 calendar days, the Employee will notify the Manager/Scheduler in writing. At that point, the Manager/Scheduler has forty-eight (48) hours to approve or deny, or the request will be deemed approved.
- b. RNs may be granted a minimum of two (2) scheduled weekends off per calendar year, upon request of the RN and with Manager approval, provided that any weekends in excess of two (2) weekends, the RN will have to secure a qualified straight time replacement RN subject to the advance approval of the Manager/Scheduler. Such requests will be denied only for operational or business related reasons.
- c. PTO/Vacation requests cannot supersede Holiday Work Requirements.
- d. If a request is denied, then the RN may elect to secure a qualified straight time replacement RN subject to the advanced approval of the Manager/Scheduler.
- e. Generally, PTO is to be requested at least two (2) weeks in advance. PTO may at times be requested of and approved by the manager or immediate supervisor or Charge Nurse on shorter notice for unforeseen personal and/or urgent reasons.
- f. Generally, an employee will not be granted time off if there is insufficient PTO to cover the absence. Exceptions may be made due to extenuating circumstances such as:
  - i. An employee has used all her/his PTO due to LCDO's or medical leave.
  - ii. The manager can reasonably expect the employee to have the PTO by the time the leave occurs.

4. Rescinding Vacations: Employees may rescind their approved PTO by giving at least a forty - eight (48) hour written notice to the Employer. An employee who rescinds her/his vacation must work their regular schedule and any employee covering those shifts may be put on the schedule as extra for the day or cancelled.

(c) PTO Donations. Bargaining Unit RNs may donate PTO hours to other regular full and

part time employees who are on approved leaves of absence and have exhausted their PTO banks. Donations are made on an hour for hour basis. The minimum donation is 1 hour. The donating employee may not donate if the total number of donated hours would result in his/her own bank being less than 40 hours at the time of the donation. Donated hours are transferred to the receiving employee's PTO bank. Donated hours will not be returned to donor.

## **Article 10: BENEFITS**

Section 10.1. Health Insurance. The Employer presently offers the following health insurance plans; one (1) to be chosen at the employee's discretion:

(a) Health Insurance Plans

i. Blue Cross

ii. Health Advantage Green

iii. McLaren Health Advantage Tier I

The Employer shall maintain these plans at the benefit level in effect on the effective day of the Agreement. The Employer reserves the right to select insurance carriers or funding vehicles, provided that similar coverage is maintained.

(b) Eligibility. Any employee shall be eligible for health insurance the first day of the month following employment.

(c) Co-Pays and Amendments to Health Insurance.

1. The co-pay for healthcare shall be:

	2012 Employee Contribution		2013 Employee Contribution		2014 Employee Contribution	
	60-80 hrs pp	32-59 hrs pp	60-80 hrs pp	32-59 hrs pp	60-80 hrs pp	32-59 hrs pp
<b>Health Advantage Green</b>						
Single	5%	5%	8%	8%	9%	9%
Double	5%	50%	8%	50%	9%	50%
Family	5%	50%	8%	50%	9%	50%
<b>Health Advantage Tier I</b>						
Single	10%	10%	12%	12%	13%	13%
Double	10%	50%	12%	50%	13%	50%
Family	10%	50%	12%	50%	13%	50%
<b>Blue Cross/Blue Shield</b>						
Single	20%	20%	23%	23%	25%	25%
Double	20%	50%	23%	50%	25%	50%
Family	20%	50%	23%	50%	25%	50%

These co pays shall be paid through payroll deduction.

2. The traditional employee co-pay shall continue to be calculated using the rate determined from combining Union and non-Union claim experience.
  - i. The Employer may add a utilization review and/or a case management for its self-insured plans, but prior to doing so it will meet with the negotiating team and present the specifics of these changes. This meeting will occur at least thirty (30) days prior to the effective date of the changes.
  - ii. The Employer may impose additional incentives/disincentives to its self-funded plan. The disincentives shall not include physician office services nor shall they apply to services not provided by the Medical Center. Prior to doing so, it shall follow the procedure in C ii, above.
  - iii. The BC/BS plan shall maintain a \$500.00 deductible for inpatient admissions. This deductible will be waived for emergency or McLaren admissions or admissions for treatment not offered by McLaren.

The pre-existing condition clause shall be removed from Blue Cross/Blue Shield.

(d) Prescription Co-Pays. All plans would have the following prescription co-pay schedule:

PLAN	GENERIC	FORMULARY BRAND	NON-FORMULARY BRAND
Health Advantage Green	\$10.00	\$25.00	\$35.00
Health Advantage Tier I	\$2.00	\$15.00	\$25.00
Blue Cross	\$5.00	\$15.00	\$25.00

Section 10.2. Life Insurance.

- (a) No later than ninety (90) days following employment, all full-time employees and all regular part-time employees who have completed the same period of employment who work a minimum of thirty-two (32) hours per pay period shall receive Term Life Insurance benefits. The Employer reserves the right to select the insurance carrier. Each employee will receive an insurance booklet which will set forth the insurance program in greater detail.
- (b) Effective 07/01/95, the life insurance benefit will be maintained at a minimum amount of \$10,000.00 or one times salary, whichever is greater.
- (c) If allowed by the carrier, an employee shall be allowed to purchase additional coverage through payroll deduction.

Section 10.3. Professional Liability Policy. Professional liability policy either self-insured or through a common carrier shall be maintained for all employees. The actual amounts will be provided to the Union Office on an annual basis by the Employer's legal counsel.

Section 10.4. Dental Insurance.

- (a) No later than the first day of the month following hire, unless hire date is the first day of the month, then immediately, the Employer agrees to pay the full premium for dental insurance for all regular full-time employees and their dependents. The Employer further agrees to pay the full premium for dental insurance for all regular part-time employees or fifty percent (50%) of the premium for regular part-time employees and their dependents.
- (b) Dental coverage shall consist of benefit levels of:
  - \* 100% - Class I (diagnostic, preventative and emergency)
  - \* 50% - Class I (balance of Class I including radiographs)
  - \* 50% - Class II
  - \* 50% - Class III
  - \* Maximum of \$800 per year per employee and/or dependents on Class I and II benefits
  - \* Class III benefits shall not exceed the \$750 lifetime benefit per eligible person.
- (c) Effective 07/01/95 regular employees budgeted to work 60 hours or more per pay period shall be entitled to the same dental coverage as full-time employees.
- (d) Effective in 1998, employees shall be given the option of Midwestern Dental Plan E.

Section 10.5. Eye Care Program. No later than the first day of the month following hire, unless hire date is the first day of the month, then immediately, the Employer agrees to pay the full premium for optical insurance for all full-time and regular part-time employees and their dependents. Benefits shall consist of:

- (a) One eye examination during a period of twenty-four (24) consecutive months for an adult covered by this plan. One eye examination during a period of twelve (12) consecutive months for children under 19 years of age. The benefits shall consist of the prevailing and customary charge less a \$10.00 co-payment by the covered person.
- (b) One pair of lenses or contact lenses during a period of twenty-four (24) consecutive months for an adult covered by this plan. One pair of lenses or contact lenses during a period of twelve (12) consecutive months for children under 19 years of age. The maximum benefit shall consist of \$75 less a \$10.00 co-payment by the covered person (\$110.00 for contacts). Effective April 1, 1997, Bi-focals, tri-focals, etc., shall be increased by \$25.00.
- (c) Frames during a period of twenty-four (24) consecutive months for an adult covered by this plan. Children under 19 years of age, once during a period of twelve (12) consecutive months. The maximum benefit shall be \$60.00.
- (d) The Employer reserves the right to self-fund the eye care program provided the benefits remain the same.

Section 10.6. Disability Insurance.

- (a) Short-Term Disability. Employees budgeted to work 60 hours or more per pay period shall be entitled to short-term disability under the following conditions after six (6) months of continuous employment:
- i. It begins after twenty-one (21) days of eligible sick leave.
  - ii. It pays 70% of base weekly wage gross (before taxes).
  - iii. It ends when the employee is eligible for long-term disability, is no longer eligible for short-term disability or returns to work. The maximum benefit is 365 days.
  - iv. It requires application for STD in Human Resources.
  - v. An employee can receive it in addition to paid leave up to a maximum of their regularly budgeted hours (e.g., 70% STD and 30% PTO)
- (b) Long-Term Disability. The Employer agrees to maintain a long-term disability insurance policy for full-time employees and regular part-time employees who work at least thirty (30) or more hours per week, no later than six (6) months of continuous employment. The long-term disability benefit will be equal to 70% of the employee's monthly income up to a maximum benefit of \$5,000 and it will commence after three hundred sixty-five (365) days of disability and continue until the employee is able to return to work or reaches age 65 or is eligible for SSI or SSD benefits.

Section 10.7. Health Insurance Opt-Out. Employees who are budgeted for 64 or more hours per pay period and who provide proof of coverage through an alternative source, and who do not select health insurance under an MCLAREN GREATER LANSING plan will receive \$15.00 per pay period.

Employees choosing the opt-out may only enroll following a qualifying event or during the open enrollment period.

Section 10.8. Employee Paid Dependent Care and Medical Reimbursement.

- (a) Flexible spending accounts for Dependent Care and Medical Reimbursement into which employees can contribute pre-tax dollars will be available.

Administrative costs for these accounts will be paid out of the individual accounts. The Employer reserves the right to select the vendor if third party administration of these accounts is done. Any forfeiture in accounts at the end of the plan year will inure to the Employer and be used to cover liabilities and losses.

Contributions will be made on a bi-weekly payroll basis throughout the year based on an

annual election by the employee.

- (b) The maximum amount an employee can contribute to the dependent care account shall be \$5,000.00 per year, and the maximum for the medical reimbursement account shall be \$3,000.00 per year. Effective January 1, 2013, the maximum for medical reimbursement account will be \$2,500 per year or the maximum allowed by law if greater.
- (c) If the Employer amends the plan for other employees to allow for reimbursement of expenses beyond the current twelve (12) month period, it shall amend the plan for bargaining unit employees in the same manner.

#### Section 10.9. Retirement Program.

- (a) Effective the first day following the forty-five (45) day notice period to employees required by law, no member of the bargaining unit shall be eligible to participate in the McLaren Greater Lansing Retirement Plan (the "Pension Plan"). Affected bargaining unit employees will retain all of the benefits they have accrued under the Pension Plan as of that date.
- (b) Effective January 1, 2012, all members of the bargaining unit shall be eligible to participate in the employer contributions portion of the McLaren Employees' 403(b) Retirement Plan (the "McLaren 403(b) Plan") when they satisfy the eligibility requirements under the plan to receive the employer contribution, provided the employee has not accrued a credit year of service in the applicable year under the Pension Plan. A detailed description of the McLaren 403(b) Plan is contained in the benefit summary provided to each employee. Employees they shall remain eligible to participate in the voluntary employee contribution portion of the McLaren 403(b) Plan.
- (c) Effective January 1, 2012, Registered Nurses who were active participants in the Pension Plan as of December 31, 2011, and were born between 1957 through 1966, will receive an additional one and one half (1.5%) percent basic contribution to the McLaren 403(b) Plan each calendar year if they otherwise satisfy the eligibility requirements under the McLaren 403(b) Plan to receive employer contributions, provided the employee has not accrued a credit year of service in the applicable year under the Pension Plan. If the employer provides other non-union employees a greater benefit, then the Registered Nurses will receive the same benefit as the non-union employees.

#### Section 10.10. Other Retiree Benefits.

- (a) Retiree Healthcare Coverage:
  - (i) Retirees shall be entitled to purchase prescription drugs at invoice cost at the Medical Center Outpatient Pharmacy.
  - (ii) In addition to any rights under COBRA, employees hired on or before October 9, 2008 who leave and are vested and at least age 55 will be allowed to continue their health care until the employee is eligible for Medicare by paying 100% of



the premium after the COBRA period has ended themselves.

(b) Retiree Healthcare Subsidy Benefit

- i. All RN bargaining unit employees who retire on or after the effective date of this Agreement, shall be eligible for a subsidy of up to: \$200.00/month (\$225.00 for retirees on or after 10/1/2009 and \$250.00 for retirees on or after 10/1/2010) to reimburse the retiree for the partial cost of any health insurance plan or policy covering such retiree (such as through COBRA continuation coverage, McLaren Greater Lansing health insurance after COBRA, a plan or policy through a spouse's employer, or a private commercial insurer) provided that the retiree meets and maintains the following criteria:
  1. Employee is at least 55 years of age at retirement and the employee's age and years of continuous service on the date of retirement with McLaren Greater Lansing equal 80; and
  2. Employee retires on or after the effective date of this Agreement with a pension benefit from any McLaren Greater Lansing Employee Retirement Plan; and
  3. Employee is participating in an McLaren Greater Lansing sponsored health insurance plan on the date of retirement; and
  4. Employee provides proof of payment of the health insurance described in paragraph (b)(i) above.
- ii. Subsidy for post-retirement health insurance premiums will continue until one of the following events occurs:
  1. Retiree fails to request the subsidy or provide proof of the payment under the employer established guidelines; or
  2. Retiree becomes eligible for health insurance benefits or (any) subsidy through another employer of the retiree; or
  3. Retiree has reached the 60<sup>th</sup> month of his or her retirement.
- iii. If a retiree does not meet the criteria under 10.10, (b)(i) or loses eligibility under 10.10, (b)(ii), s/he is considered ineligible to receive the subsidy and cannot re-establish eligibility. The subsidy is only available for medical insurance (including hospitalization and prescription drug coverage) and cannot be used for dental or vision coverage.
- iv. The monthly subsidy is equal to the lesser of the following: \$200.00 (\$225.00 for retirees on or after 10/1/2009 and \$250.00 for retirees on or after 10/1/2010) or the cost of the healthcare premium paid.
- v. McLaren Greater Lansing and the Union reserves the right to modify, amend, increase or eliminate the benefit described in paragraph 10.10(b) Retiree Healthcare Subsidy Benefit in any subsequent negotiations.

- vi. The parties agree to re-open negotiations solely related to this benefit should any national health insurance plan be developed. The No Strike/No Lockout Section of this Agreement will remain in full force and effect during any re-opener.

Section 10.11. Tax Sheltered Annuity. The Employer shall maintain a voluntary 403(b) plan for employees.

## **Article 11: NEW CLASSIFICATIONS**

### Section 11.1. New Classifications

- (a) New classifications may be established by the Employer with wage ranges assigned based on relevant survey data and internal wage structure. The Employer agrees to negotiate with the Union the rate of pay for such new classification within the first six months after posting the new position. If the parties are unable to reach agreement the Union may submit the issue to arbitration in accordance with the grievance procedure (using Policy and Discharge grievance procedure).
- (b) If a higher wage range is negotiated, any employees in that classification will be placed in the higher range at their six month anniversary date of hire/transfer.
- (c) If an employee transfers to a position in a new classification and then a higher wage is negotiated, that employee shall be placed on the new scale on the 6 month anniversary of the transfer. The employee's step on the new scale shall be the step the employee would have been on if the classification was in the higher scale originally.

## **Article 12: RECLASSIFICATIONS**

### Section 12.1. Reclassifications.

- (a) Beginning 02-01-98, the Employer will consider reclassification requests. Requests may be submitted by the Union each year during the month of February. The Employer may develop a form for such requests.
- (b) Requests may be based on any of the following:
  - i. The wage range midpoint is at least 3% below relevant survey wage range midpoint range.
  - ii. Substantial numbers of additional duties which require higher skills, abilities, or knowledge than current job description have been added to the classification.

- iii. Recruitment or retention problems.
- (c) The Employer shall respond to any requests by April 30th. Increases will go into effect the first pay period following resolution of any request.

## **Article 13: BARGAINING UNIT WORK**

### Section 13.1. Bargaining Unit Work

- (a) Management employees will not perform bargaining unit work on an ongoing basis.
- (b) Neither the Union nor the Medical Center wish to limit the ability of management employees to perform bargaining unit work in emergency situations or if qualified bargaining unit workers are not available. But management employees will not do the work if it would cause a layoff, a reduction in hours, or prevent the creation of new position(s) or for purposes of avoiding overtime. Management employee's priority shall be to use on-call or temporary employees to handle staff shortages before they perform the work.
- (c) Management employees include but are not limited to Directors, Patient Care Managers, Department Managers, Assistant Patient Care Managers, Supervisors, Coordinators, and Charge Nurses.

## **Article 14: SUBCONTRACTING**

### Section 14.1. Subcontracting, Affiliation and Mergers

- (a) The Employer reserves the right to enter into affiliation and merger agreements and to subcontract work normally performed by bargaining unit employees. However, if such merger, affiliation, or subcontracting causes a layoff of bargaining unit employees, the Employer agrees to first discuss the decision and impact of the merger, affiliation or subcontracting and layoff with the Union and give sixty (60) days advance notice, or in lieu thereof, wages the laid-off employees would have earned during the sixty (60) day notice period but for the layoff.
- (b) The discussion of the decision and impact of the merger, affiliation or subcontracting, which causes a layoff of bargaining unit employees shall occur prior to the Employer actually deciding whether or not to enter into such agreement or to subcontract the work. The parties shall meet to discuss ways that the work environment can be changed to prevent layoffs. The Union will be given at least a sixty (60) day period after that initial discussion to work with the Employer to illustrate that the work can be performed by bargaining unit employees within the employer's identified parameters. The Employer shall not give the sixty (60) day advance layoff notice, or in lieu thereof, wages the laid-

off employees would have earned but for the layoff, until the end of the initial sixty (60) day discussion period.

## **Article 15: NON-DISCRIMINATION**

### **Section 15.1. Nondiscrimination**

- (a) The Employer and the Union shall not discriminate because of race, religion, color, age, sex, marital status, height, weight, national origin, sexual orientation, political beliefs, or handicap.
- (b) If the subject of discrimination is not covered by an outside entity the grievance may be submitted to voluntary mediation as outlined below. This process is intended to mirror the MDCR's and FMCS Mediation Program.
- (c) The decision to mediate is completely voluntary and must be agreed to by all parties. The Union must request Mediation on behalf of the Employee within 45 days of the date the Human Resource response to the grievance on issue.
- (d) The Mediator will not make any decisions as to the outcome of a complaint. The only role of the Mediator is to facilitate discussion in an attempt to resolve the complaint. Settlement is voluntary and only occurs when both parties reach a settlement that both parties are willing to sign.
- (e) The parties agree to use either the Federal Mediation and Conciliation Services (FMCS) or the Michigan Employment Relations Commission (MERC) mediators. The cost of the Mediator shall be split 50/50 between the parties. The parties will be responsible for the cost of their own representatives. The Employer will pay for one grievant to attend the hearing, if that grievant is a current employee, at his/her current hourly rate of pay. The Employer and the Union will cooperate to ensure the right of either party to adequately prepare or present its position at the mediation hearing. However, any witnesses who may be requested by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of testimony (direct or rebuttal if required), the witness shall be excused to return to work. Not more than one steward shall be excused from work to attend the hearing other than to serve as a witness. The Employer will not pay lost time for employees involved in the hearing other than for one steward, any witnesses and the grievant(s).
- (f) The employee and the Employer may have representation at mediation. The Local Union Representative or designee may represent the employee and the Employer's Chief Human Resources Officer, or designee, may represent the Employer. The Mediator will not act as an advocate or offer legal advice to any party.
- (g) All mediation participants must sign a terms of mediation agreement at the start of mediation. The terms of mediation agreement outlines the terms in which they are

agreeing to participate in mediation. The key features of the terms of mediation agreement include:

- i. Parties understand that mediation is voluntary and that they can withdraw from the mediation at any time.
  - ii. Parties agree not to subpoena the mediator or anyone else employed by FMCS or MERC to testify for any reason, nor to subpoena documents created for or during the mediation.
  - iii. It is understood by the parties that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation proceedings.
  - iv. The parties agree they shall not rely on, introduce as evidence in any proceedings, any views, comments, or suggestions made by any party or participant that relate to possible settlement of the dispute, any admissions made by another party or participant during the mediation proceedings, or any proposals, opinions, or comments of the mediator. It is further understood that any notes or records made or taken by or for the mediator shall be routinely destroyed.
  - v. Any obligations imposed by the parties signing a terms of mediation agreement are in addition to, and do not supersede, any obligations imposed by applicable state or federal laws regarding mediation confidentiality.
- (h) The Union and the Employer may discuss/publish the fact that Mediation occurred and that an agreement was reached or not reached.
- (i) The Mediator will be selected from a list of FMCS or MERC mediators and agreed to by both parties by alternate striking.

## **Article 16: WORK RULES**

### **Section 16.1. Work Rules**

- (a) The Employer reserves the right to promulgate and publish from time to time work rules and regulations not inconsistent with this Agreement. The Employer shall furnish the Union a written copy of any new work rule or regulation in advance of the effective date of the work rule or regulation. If a rule is changed, the changes will be clearly noted in footnotes. The Union shall have the right to grieve the reasonableness of any work rule or regulation established by the Employer, provided the Union objects within thirty (30) working days after receipt of the written copy of the work rule or regulation. The grievance shall be processed initially at Step 2 of the Grievance and Arbitration Procedure.

## **Article 17: ENVIRONMENT OF CARE**

### Section 17.1. Environment of Care

- (a) The Union and the Employer agree to work cooperatively toward the implementation and enforcement of such safety rules and practices as are adopted. An Environment of Care Committee shall be established by the Employer. Membership on such committee shall include two persons from the bargaining unit appointed by the Union. Committee members scheduled to work the day of the meetings shall request to be released to attend with pay and release will be arranged unless patient care would be jeopardized. For informational purposes, the Union shall receive a copy of the minutes of the Environment of Care Committee meetings and any response the Employer has to recommendations from the Safety Committee.
- (b) Should the Environment of Care Committee fail to respond to issues, the employee or employees shall have the right to utilize the grievance/arbitration process.

## **Article 18: HARASSMENT**

It is the intent of the Hospital to create and maintain a work environment free of harassment and unduly offensive behavior.

Section 18.1. Sexual Harassment. The parties support a workplace free from sexual harassment and Employer's policy prohibits such conduct.

### Section 18.2. Other Harassment.

- (a) **Racial/Ethnic/Religious Harassment** is defined to include, among other conduct, threats, insinuations, innuendo, racial, ethnic, or religious slurs, demeaning jokes, or other offensive statements or conduct based on race, ethnicity, or religion directed at an employee, patient, volunteer, visitor or a racial, ethnic, or religious class or group.
- (b) **Personal Harassment** includes excessive or offensive verbal abuse, touching, mocking, leering, being made the object of jokes or other conduct which demeans or intimidates a person. Personal harassment includes but is not limited to handicap, personal characteristics, mannerisms or sexual orientation.
- (c) An employee who believes he/she is being harassed because of his/her race, ethnicity, or religion by anyone or subjected to any other form of harassment, shall immediately report such harassment to management.

- (d) Complaints received will be promptly investigated and appropriate action taken according to the Employer's policy. The Hospital will take reasonable measures to treat complaints discreetly and respect personal privacy rights of the person making the complaint and any accused party.
- (e) All employees have a responsibility to maintain a workplace free of harassment. This duty includes promptly reporting any violations or suspected violations to management.

## **Article 19: SUBSTANCE ABUSE RULE AND TESTING**

Section 19.1. The Employer may institute a policy for testing employees for drugs or alcohol when reasonable suspicion exists. Such a policy must be instituted for all employees of the Employer. Such a policy may not include random testing.

### Section 19.2.

- (a) Reasonable suspicion exists when information, observation(s), or circumstances would cause a reasonable, prudent person, acting in good faith, to believe or suspect that a violation of the Hospital's drug/alcohol policy has occurred. This includes, but is not limited to, circumstances under which the employee appears to be under the influence of drugs or alcohol, or in which the employee's work performance, work product, or behavior would lead a reasonable person to suspect drug or alcohol use or abuse.
- (b) If reasonable suspicion is based solely upon one person's observation(s) and or perception(s), corroboration by a second person or other independent evidence shall be required before the employee is requested to submit to testing.

### Section 19.3.

- (a) Drug/alcohol test will only be administered by qualified personnel or a Hospital-approved physician. During the testing procedure, an employee may request that a steward or co-worker be present to witness part or all of the process. If the testing procedure utilized samples, the sample will be given a number for processing in order to protect confidentiality. The employee will initial the lab slip accompanying the numbered sample to confirm appropriate processing of the sample.
- (b) When the draw needs to be taken place at the Hospital, the Nursing Supervisor Suite will be the designated draw station. The closest exit to the Nursing Supervisor Suite will be used to transport the Employee from the facility.
- (c) When blood and/or urine test results are positive, a confirmatory test by a laboratory outside the Hospital will be utilized.

Section 19.4. When an employee is suspected of diversion, use or impairment, the employee may be suspended without pay during an investigation suspension. Explanation for the suspension will be provided to the employee and Local 459 representative. The employee may

use PTO for compensation during his/her suspension. If the employee is reinstated without a suspension level disciplinary action her/his bank will be replenished and the employees shall be compensated for any lost time. For those employees suspended during investigation who do not receive any form of compensation and who is reinstated without a suspension level disciplinary action, retroactive pay will be provided. For those employees using a combination of bank and uncompensated time and who are reinstated without a suspension level disciplinary action, the Employer agrees to make the employee whole depending on bank and uncompensated time utilization.

Section 19.5. Employees who fail to comply with the Employer's substance abuse policy will be subject to discipline (see policy).

## **Article 20: HOURS OF WORK**

Section 20.1. Hours of Work Philosophy and Overview. It is recognized by the Union and the Employer that the care and welfare of patients requires service on a seven (7) day week, twenty-four (24) hour a day basis.

### Section 20.2 Posting Schedules.

- (a) The Employer must post a final schedule of work two (2) weeks in advance and it may not cover more than a two (2) week period, but this will not restrict the Employer in adjusting the schedule with less notice when service requirements necessitate the change.
- (b) **Owning your Shift/Schedule-** Once the schedule has been posted an employee with more seniority cannot bump a bargaining unit employee out of extra hours or overtime.

### Section 20.3 Schedule Changes.

- (a) Employee changes schedule. When a nurse requests a change in his/her posted work, (s)he must first obtain permission from his/her Supervisor before any change in the schedule is made. If it affects another employee, the schedule will not be changed unless mutual consent of the employees involved is obtained.
- (b) Employer changes work schedules or shifts. At the present time, work schedules are as recited herein, but nothing contained in the Agreement shall prevent the Employer from making desired changes in work schedules or shifts. Except as provided above, the Employer agrees to give the Union at least four (4) weeks advance notice of any changes in work schedules or shifts when such is planned for the bargaining unit as a whole or specific units. The advance notice shall not apply to shift or work schedule changes of individual employees.
- (c) Temporary Schedule Change.



1. If service requirements necessitate a change in schedules on a temporary basis (i.e. temporary change days of week, start time, or end time), the employer must seek volunteers first. If there are no volunteers, then management will attempt to give a twenty-four (24) hour advance notice when changing the lowest senior's schedule. If less than 24 hour notice is given and the employee cannot accommodate the change, they will suffer no consequences. The Employer agrees to promptly notify the employee involved when a change in the posted schedule is made.

(d) Permanent Master Schedule Change.

1. A Master Schedule Change is defined as a change in more than one (1) position (classification, shift, budgeted hours per pay period, days of week, or start time on any unit/department Master Schedule.) An employee is part of the Master Schedule in the unit they are assigned to work. If the Employer mandates a master schedule change, or individual schedule change, these changes shall not occur more than three (3) times per person in a twelve (12) month period. A thirty (30) day written notice will be given to the employee(s) and Union prior to implementation. A copy clearly indicating the schedule change to be made along with a copy of the current schedule will be provided to the Employee(s) and Union when the written notice is provided.
2. When master schedules need to be changed or revised, all bargaining unit positions in the unit will be considered in the change. Employees shall be given the list of the resulting positions and will be allowed to specify a preference for said positions. Priority will be given to bargaining unit employees based on seniority, high to low, in their current shift and status, when determining which employees to assign to the resulting positions. For purposes of master schedule changes, days and afternoon are considered one shift.
3. If the only position(s) available to the employee are either 1) not considered a reasonable offer under the definition of reasonable offer in the Layoff and Recall Section of this agreement, or 2) if there are fewer options available than eligible employees, then the employee(s) will be able to have the option to exercise their rights under the layoff section of this agreement.

(e) Permanent Individual Schedule Change

1. Individual schedule change is to be used when the Employer has a need to change an individual position's permanent schedule and is not intended for changes affecting more than one (1) employee. When making an individual schedule change, the Employer shall identify the least senior position on the affected shift to change and notify that employee and the Union in writing at least thirty (30) days prior. If the change eliminates the affected employee's shift and/or would cause the employee to take a position that does not meet the reasonable offer definition in the Layoff and Recall section of this agreement, the employee shall

have the option of exercising her/his rights under the Layoff and Recall Section of this agreement.

Section 20.4 Distribution of Extra Hours, Overtime, and Mandation:

- (a) Overtime Philosophy: Both parties recognize that overtime and the management of it are very important issues affecting the health care industry. It is the desire of both parties to limit the amount of required overtime and the causes for it.
- (b) No employee may work more than sixteen (16) consecutive hours. After sixteen (16) consecutive hours, an employee is entitled to eight (8) hours away from work if the employee desires but must have at least four (4) hours away from work.
- (c) Posting of Schedules:The Employer will post a tentative schedule of any length/duration that clearly indicates the open shifts of the unit. This tentative schedule will not be finalized greater than two (2) weeks in advance. RNs must indicate his/her desired shifts/extra hours on the tentative schedule.
- (d) Distribution of Extra Hours:
  - 1. Awarding of Extra Hours for Pre-Finalized Schedules: The Employer will award the shifts/extra hours in the following priority:
    - a. To the most senior bargaining unit employee in the unit on the volunteer list that the hours will not result in overtime;
    - b. To a Per Diem employee in the unit on the volunteer list that the hours will not result in overtime;
    - c. To the most senior bargaining unit employee in the unit on the volunteer list that may or may not result in overtime;
    - d. To a Per Diem employee on the volunteer list that may or may not result in overtime;
    - e. To agency employees if available;
  - 2. Awarding of Extra Hours for Post-Finalized Schedule: The Employer will award the shifts/extra hours in the following priority:
    - a. Following the finalization of the above schedule under 20.3(d)(1) Awarding of Extra Hours for Pre-Finalized Schedule, any remaining shifts that are available, will be awarded on a first come – first served basis with preference given to employees who are not in overtime status. In addition, the most senior bargaining unit RN not in overtime status may bump a per

diem employee if they indicate their availability to work the shift at least forty-eight (48) hours prior to the start of the shift.

3. Alternative Method - A department may, by majority employee vote, decide to use an alternative method. Managers may propose an alternative method. If a method is proposed by an employee or group of employees, the manager will review it prior to the vote and give a list of any reasons why the method cannot be administered. The method must be decided at the time of the vote and will be in effect for the life of the contract.

(e) Overtime:

1. Overtime Philosophy: Healthcare professionals are expected to use their clinical judgment in providing safe care of their patients. The exercise of this judgment includes making a decision as to whether the professional would pose a direct threat to patients by working mandatory overtime.
2. Overtime and Extra Hours, Shifts and/or Overtime – Overtime and extra hours is time the employee works above his/her regular shift by either staying over at the end of the shift in order to complete his/her work or by picking up extra hours/shifts.
  - a. Eligibility to receive time and one half for overtime and extra hours is determined under Section 20.4(e)(3) Overtime in this Agreement.
3. Overtime Premium
  - a. Employees working eight (8) hour shifts who are classified as 8 and 80 shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) in any one (1) workday or eighty (80) in a fourteen (14) day period. Employees working eight (8) hour shifts who are classified as forty (40) hour non-exempt shall receive time and one-half (1-1/2) after forty (40) hours in a seven (7) day workweek.
  - b. Employees in a twelve (12) hour shift program shall receive overtime for all hours worked over thirteen (13) in a workday or over forty (40) in a seven (7) day workweek. Employees will be eligible to receive overtime after twelve (12) hours in a work day with manager approval. If overtime after 12 hours is denied by the manager the employee may appeal that decision through the leadership chain of command.
  - c. Employees in a ten (10) hour shift program who work ten (10) or more hours in any one workday shall receive overtime for all hours worked over ten (10) hours in a workday or over forty (40) in a seven (7) day workweek.

- d. Employees in a nine (9) hour shift program who work nine (9) or more hours in any one workday shall receive overtime for all hours worked over nine (9) hours in a workday or over forty (40) in a seven (7) day workweek.
- e. Employees who work other than 8, 9, 10, or 12 hour shifts or who are regularly scheduled to work shifts which are a combination (i.e., some 8's and some 12's) shall receive overtime for any hours worked over forty (40) in a work week or any daily hours worked in excess of thirteen (13) in a day. Employees will be eligible to receive overtime after twelve (12) hours in a work day with manager approval. If overtime after 12 hours is denied by the manager the employee may appeal that decision through the leadership chain of command.

(f) Mandation:

1. Filling Mandatory Extra Hours/Shifts. When the Employer's attempts to fill these vacancies by soliciting volunteers has been exhausted, both on and off shift by seniority, high to low, nurses will be mandated to work using department or unit specific criteria (e.g. specific skill needed) based on seniority, low to high. The Employer shall skip the least senior employee(s) and assign the shift to the next senior employee if it would cause an employee(s) to work more than 16 hours for the Employer in a 24 hour period or to work a mandated shift two consecutive days for the Employer. The Employer will contact the Employee directly and notify them that they are being required to work. An Employee is not mandated until personal contact is made.
2. The Employer agrees to give at least eight (8) hours notice if it requires an employee to work on a shift other than the employee's regular shift.
3. If the Employer calls an employee in to work, and prior to the start of the shift, the employee cannot be fit for duty (e.g. lack of sleep, the employee has been drinking), or there is extenuating circumstance that prevents the employee from working determined by and based on the manager's discretion, then the employee shall immediately notify the person calling and shall suffer no consequences for failing to report. The employee shall have the right to find their own replacement for any mandated shift and the replacement shall receive mandation pay.
4. Mandatory Extra Shift Defined - Mandatory extra shift is defined as any portion of a shift or an entire shift that an employee is required to come in or remain at the end of his/hershift to fill a hole in the schedule.
  - a. An employee mandated for extra shift(s) will receive double time for all hours mandated to work.

- b. For areas/units that are not twenty-four (24) hour operations, if an employee consistently works in excess of one (1) hour of their shift end time for at least 50% of their weekly shifts for four (4) weeks out of a six (6) week period, the employee may approach management and ask for a schedule change. If the schedule change results in a master schedule change, then it will not count as one of the three (3) schedule changes for a twelve (12) month period.

Section 20.5. Work Shift, Workday, Work Week, and Weekends:

(a) Work Shift Defined:

- 1. Shifts shall be defined by the starting time of the shift:

Shift Start Time

Days	4:00 a.m. – 11:59 a.m.
Afternoons	Noon – 5:59 p.m.
Nights	6:00 p.m. – 3:59 a.m.

- 2. Emergency Department where shifts shall be defined by these starting times:

Shift Start Time

Days	4:00 a.m. – 10:59 a.m.
Afternoons	11:00 am. – 5:59 p.m.
Nights	6:00 p.m. – 3:59 a.m.

- (b) Workday Defined: For all employees in the bargaining unit, a workday shall be defined as a period commencing at 6:00 p.m. and ending at 5:59 p.m. the next night. Employees whose shift includes 6:00 p.m. will be paid for the date on which they punch in.

(c) Work Scheduled Defined:

- 1. Eight (8) hour shifts (usually five [5] days within seven [7] consecutive days).
- 2. Nine (9) hour shifts (usually four (4) days within seven [7] consecutive days).
- 3. Ten (10) hour shifts (usually four [4] days within seven [7] consecutive days).
- 4. Twelve (12) hour shifts (usually three [3] days within seven [7] consecutive days).

(d) Work Week Defined:

- 1. The regular work period which is the pay period shall be eighty (80) hours, performed on ten (10) days of eight (8) hours each within a period of fourteen (14) consecutive days. The regular work period applies to a full-time employee

and does not apply to a part-time employee who works on a schedule that may change from time to time for mutual accommodation.

2. The regular work period for employees in the twelve (12) hour work shift program shall be seventy-two (72) hours, performed on six (6) days of twelve (12) hours each within a period of fourteen (14) consecutive days.
  3. The section does not preclude the Employer from making layoffs or reducing hours in accordance with this Agreement.
- (e) Weekends Defined: The UBC of the units will determine whether weekend is defined as Friday-Saturday, or Saturday-Sunday, and priority shall be given in units not census driven to define as Friday-Saturday. Every attempt will be made to make decisions based on input of the unit employees, but ultimate decision will rest with the manager.
1. Employees on twelve (12) hour shifts shall not be required to work more than one (1) out of every three (3) weekends. If an employee on twelve (12) hour shifts has an unscheduled absence on more than one (1) weekend in a rolling six (6) month period that employee may be required to make up the day(s) not worked in the second unscheduled absence. The make-up days shall be worked in the six (6) months following the second unscheduled absence.
  2. In unusual circumstances, a position may be posted which requires more than one (1) out of every three (3) weekends. In that case, an employee who bids on it and is granted it shall be required to work the additional weekends.
  3. Being required to be on-call shall count as being required to work for purposes of this section.

#### Section 20.6. Break Periods.

- (a) Employees shall receive a one-half (1/2) hour unpaid break period during each eight (8), nine (9), ten (10), or twelve (12) hour shift.
- (b) Rest periods are limited to one ten (10) minute break for each four (4) hour work period. Employees on nine (9) or ten (10) hour shifts shall receive one ten (10) minute break and one fifteen (15) minute break.
- (c) Managers may determine when employees are allowed to take breaks. Managers may require employees to be accessible for emergency situations. An employee is required to remain on the campus during breaks. Rest periods may be suspended in an emergency when determined to be necessary by the manager. Breaks voluntarily not taken do not accumulate. Breaks cannot be accumulated from one shift to another. Break areas are provided in the Medical Center for employees to take their breaks. The same break period policies will apply equally to smokers and non-smokers.

- (d) An employee denied an uninterrupted thirty (30) minute break period shall be paid for that time. Managers shall use every attempt practicable to allow employees a uninterrupted thirty (30) minute break away from the unit, so having the employee's uninterrupted thirty (30) minute break on the unit does not become a routine or customary occurrence, unless voluntary.
- (e) If a manager suspends break(s) during an emergency, (s)he may use good judgment in permitting a longer break later in the day.

Section 20.7. On-Call.

- (a) Employees who are on-call will receive \$3.50 for each hour on-call except employees on the HTV call team will continue to receive \$3.75 per hour.
- (b) Employees who are called in for hours outside of their scheduled hours will receive a minimum of two (2) hours at time and one-half (1-1/2) their regular rate. Employees called in for hours inside of their scheduled hours will receive straight time for a minimum of four (4) hours. There will be no pyramiding of overtime that is due under Section 20.7 or otherwise in this Agreement.
- (c) When taking "on call" on a holiday:  
  
An employee budgeted for 70 hours or more per pay will be paid time and one-half (1-1/2) when they are called in to work. An employee budgeted for less than 70 hours per pay will be paid two and one-half (2-1/2) times when they are called in to work.
- (d) "On-call" assignments will be rotated among all employees of the same shift and unit except employees on Baylor plan.
- (e) Each department or unit needing an "on-call" system will develop a Standard Policy reflecting any unique scheduling needs for that unit. Such policy will not be altered without advance agreement with the Union.
- (f) An employee on-call will receive shift differential for working four (4) or more consecutive hours into the second or third shift.
- (g) Pagers will be provided to bargaining unit employees when on call, and must be returned within twenty four hours after being on call.
- (h) "On-call" pay and "called-in" pay will not be paid simultaneously.
- (i) Mandated On-Call and Called In – An employee will receive double time for being called in on a mandated on-call shift if: (1) it is a result of a last minute call off within forty-eight (48) hours of the regular scheduled on-call shift; and (2) the mandated on-call employee is called into work for that particular on-call shift.

- (j) **On-Call Rest Period.** Employees who are called into work between their scheduled shifts will be allowed to take time off to rest. If an on-call employee is called in and feels he/she cannot safely return to work in less than six (6) hours for his/her scheduled shift, the employee will promptly inform the Manager or designee that he/she is not able to report to work at the start of the shift. The Manager or designee may require the employee to report for the balance of their scheduled shift after the six (6) hour period. The time off will not be counted against the employee for attendance purposes. These nurses will be allowed to access the call rooms if they are available and the employee chooses to utilize them.

Section 20.8. Change in Definition.

- (a) If a temporary relief employee works sixteen (16) or more hours per week for eight (8) consecutive weeks or more performing bargaining unit work, then the Medical Center shall post a position for that unit and classification. The position shall be posted within fourteen (14) calendar days and filled in accordance with the MCLAREN GREATER LANSING-wide posting process.
- (b) A non-probationary employee classified as a regular part-time employee who works more than sixty (60) calendar days at full-time hours shall accrue benefits commencing with the 61st day and shall continue during such full-time work schedule. Insurance coverage, however, shall commence only at the next available date after the 61st day consistent with the rules of the insurance carrier. After the 120<sup>th</sup> day, the employee shall be considered a regular full-time employee.
- (c) Hours worked by new employees being trained in an established departmental orientation program or hours replacing bargaining unit employees who are on paid or unpaid leave shall not count towards the above. Hours worked in a vacant position which is posted shall not count towards the above.

Section 20.9. Alternative Staffing Schedule. The Employer shall continue the practice of offering alternative staffing schedules which meet the needs of the department and nursing population(i.e., 7 on/7 off, 8, 10 etc.).

Section 20.10. Department Meetings. The Employer will not mandatorily require an employee to attend more than six (6) department meetings per calendar year which are outside of the employee's regularly scheduled hours. This limitation shall not apply to continuing education, training, or other education meetings which are offered to all bargaining unit employees or are required to maintain basic competency in the specialty, e.g., fetal monitoring, ACLS, Dysrhythmia.

Section 20.11. Temporary Transfers (a/k/a Pulls).

- (a) Other Shifts:



1. An employee will not be required to work a temporary assignment on a shift other than her/his regular assigned shift for a period longer than six (6) weeks in any one contract year unless the employee otherwise agrees.
2. An employee who volunteers or is assigned to work a temporary assignment on a shift other than her/his regularly assigned shift shall receive an additional \$10 per hour for all hours worked on that shift.
3. A temporary assignment is considered a regular schedule on the alternate shift that is expected to last at least one (1) week (consisting of at least three 12 hour shifts or four 10 hour shifts or five 8 hour shifts). The employee will be given the expected duration of the assignment prior to accepting the assignment. A temporary assignment is considered a regular schedule worked in place of the employee's normal schedule.
4. Volunteers will be solicited first. If there are more than enough volunteers the high senior will be given the assignment. If there are not enough volunteers then assignment to other shifts when necessary will be on a rotation basis starting with the low senior. However, rotation does not apply to shift changes due to emergency situations, orientation or training, or employees regularly assigned to a variable shift schedule.
5. An employee involuntarily assigned to other shifts shall be given at least two (2) weeks advance notice unless the employee agrees to waive the notice.

(b) Other Units:The practice of not pulling RNs outside of the following units shall continue.

1. Critical Care Units
2. Same Day Surgery Penn
3. Same Day Surgery Greenlawn
4. PACU Penn
5. PACU Greenlawn
6. OR Penn
7. OR Greenlawn
8. Pre Op Visit
9. Emergency Department
10. Obstetrics/Nursery
11. 1 East/2 East
12. Endoscopy
13. Special Studies
14. Special Studies Holding
15. Picc Nurse
16. Any other units that are closed

(c) Sister Units: If it is necessary to reassign an employee, every effort will be made to pull within sister units.

1. Sister units are defined as:
    - i. All Med Surg units and Med Surg Floats.
    - ii. All Telemetry units, Telemetry Floats, and Tele-Flex Floats
    - iii. GEMS
    - iv. All other units not identified above are not considered part of a sister unit.
  2. An RN who is pulled, voluntarily or involuntarily, to work in a unit that is not a sister unit shall receive an additional \$2.00 per hour for each hour worked in the non sister unit
- (d) In the event the Employer changes to all telemetry units, the parties agree to renegotiate and come to an agreement on the sister unit break down.
- (e) Pull Procedure: When a pull is necessary, the following procedures shall be followed:
1. Volunteers solicited first.
  2. If insufficient volunteers are obtained, employees from a designated unit will be assigned (“pulled”) on a rotation basis, starting with the low senior, as equally as possible among the employees in the affected unit. Employees who were mandated to work extra hours shall not be pulled during the extra hours.
  3. A non telemetry trained nurse shall not be pulled to a telemetry unit.
  4. If a specific skill is required and the employee up for rotation does not possess the skill, the next employee up the rotation may be assigned and it shall count as her/his rotation.
  5. If a Temporary Relief Employee or Agency Nurse is assigned to a designated unit, the Temporary Relief Employee or Agency Nurse will be reassigned or cancelled before a bargaining unit employee is reassigned to another unit.
  6. A bargaining unit employee, scheduled at the employer’s request to work on her/his designated unit on a given day as extra time above his/her schedule may be pulled to a sister unit if it is that employee’s rotation. That pull will count towards the employee’s turn in the rotation.
  7. Except in unforeseen emergencies, a bargaining unit employee, scheduled at the Employer’s request to work on her/his designated unit on a given day as extra time above his/her schedule, will not be reassigned to a non-sister unit unless he/she volunteers to be reassigned. The employee will be cancelled for that day before anyone is reassigned from that unit. The non-sister unit pull penalty shall apply.

8. An employee will not be pulled to another unit or to the other campus without appropriate orientation and/or training which shall consist of at least one-half (1/2) shift orientation to the unit, if the RN has not worked on the unit. The orientation and/or training shall be in addition to the RNs ability to request a written shift routine.
9. RNs pulled to other areas/campus shall be given a patient assignment within the comfort skill level he/she possesses. If the RN is given an assignment outside of his/her comfort skill level, he/she shall immediately contact the Contact Nurse. If the Contact Nurse does not adjust the assignment, the RN shall contact the next level supervisor in the chain of command who shall immediately assess the assignment and assist the contact nurse in making the appropriate changes.
10. When an employee is reassigned, patient care assignments will be based on knowledge and experience.
11. All units will have written shift routines available upon request for reassigned personnel. Reassigned employees shall be shown the location of key functions on the unit.
12. On occasion, it may be necessary to reassign a classification and replace with another classification. In all instances an explanation of circumstances will be provided.

Section 20.12 Change time. Employees working in areas that are required to wear specific uniforms/clothing that must be changed into at the work site shall be allowed ten (10) minutes paid time at the start and end of their shifts to change.

## **Article 21: CLOSED UNITS**

### Section 21.1 Closed Units:

- (a) The following units/departments are closed and have established closed unit guidelines and committees:
  1. Birthing Center
  2. Critical Care Unit
  3. 1 East/2East
  4. Pennsylvania PACU
- (b) If any other unit or department wants to be closed, a committee will be formed to develop closed unit guidelines. The decision to close and adopt guidelines must be made by at least a 2/3<sup>rd</sup> vote of the eligible union members in the unit or department. If the

employees in the closed unit wish to reopen the unit, it must be decided by a majority vote of the eligible union members in the unit or department.

Section 21.2 Committees: All committees, including units/departments already closed shall consist of RNs selected by the Union, the UBC Chair, a Local 459 Representative or designee, Human Resources, and Management.

Section 21.3 Committee meetings: Committee meetings shall be held at least monthly to establish guidelines for newly formed closed units/departments. Once a closed unit/department have established guidelines, the committee shall meet quarterly or as needed to discuss changes, needs and other issues specific to the closed unit/department.

Section 21.4 Guidelines:

- (a) Closed unit staffing guidelines cannot otherwise conflict with this Agreement.
- (b) Any unit desiring to close must self staff (create and support their own schedule and cover call-ins, absences, or other holes in the schedule).
- (c) Employees in a Closed Unit shall not be involuntarily pulled outside of their Closed Unit.
- (d) Failure to adhere and maintain closed unit guidelines may result in Management opening a Closed Unit. However, if the Employer believes a closed unit is not adhering to the closed unit guidelines, it shall first send a notice to the employees in that unit and a copy to the union. The notice shall specifically identify the “hows” and “whys” upon which the employer relies in support of its position that the unit is not adhering to the closed unit guidelines. A meeting will be held consistent with section 21.2 Committee within thirty (30) days of the notice. If an agreement is not reached by the section 21.2 Committee, the unit may be opened, provided that the Employer has established the existence of the “hows” and the “whys” set forth in the written notice.
- (e) After each contract ratification, the Closed Unit guidelines for each closed unit will be reviewed to make sure that the guidelines do not conflict with the contract except for the following specific areas of the contract (1. On-call, 2. Weekends, 3. Vacation awarding, and 4. MLCDO) that the unit has conducted a vote and by majority decision has decided to use an alternative method.

## **Article 22: SENIORITY**

Section 22.1. Seniority Definition. Seniority shall be defined to mean the length of an employee’s employment with the Medical Center commencing upon completion of the probationary period from the employee’s last date of hire as a regular part-time or full-time bargaining unit employee except that:

- (a) For all employees in a bargaining unit position prior to October 9, 2005, and who remain

in a bargaining unit position, seniority shall be defined as the seniority they were granted under the collective bargaining agreement for the period of August 3, 2000 through September 30, 2005.

- (b) For employees who transfer into or out of the bargaining unit after October 9, 2005 the following shall apply:
1. Bargaining Unit to Temporary Relief: Those employees who terminate as full-time or regular part-time employees but remain employed with the Employer as a Temporary Relief Employee, upon re-employment as a full-time or regular part-time employee shall, after completion of the probationary period if any, be given full credit for the previous accumulated bargaining unit seniority but shall not be given credit for any time as a temporary relief employee.
  2. Bargaining Unit to Non-Bargaining Unit: A bargaining unit employee who transfers into a non-bargaining unit full-time or regular part-time position shall have his/her seniority frozen as of the date of such transfer. If the employee returns to a bargaining unit position, the employee shall be given full credit for his/her previously accumulated bargaining unit seniority after being in a bargaining unit position for one (1) year. This paragraph shall not be construed to require placement into any bargaining unit position or otherwise establish bumping or recall rights from outside of the bargaining unit.
  3. POST or TECHNICAL Bargaining Unit to RN Bargaining Unit.
    - i. A POST or TECHNICAL Bargaining Unit member who transfers into a RN bargaining unit regular full or regular part-time position in the Medical Center shall, after being in the RN bargaining unit for seven (7) years, be given full credit on Union Seniority to his/her last date of hire into a regular full or regular part-time position in the POST or TECHNICAL bargaining unit less any time worked as per diem, non-union or management. Grandfathering of affected bargaining unit employees shall take place to reflect this change.
    - ii. When an employee is aware the seven (7) years has elapsed it shall be the employee's responsibility to notify Human Resources to have their seniority date adjusted. An employee shall not be penalized for delayed notification by losing the years of seniority.
    - iii. Once Human Resources is notified by the employee that the seven (7) years has elapsed, they shall have one (1) pay period to correct the seniority date of the Employee and the change will be effective on the 1<sup>st</sup> day of the following pay period to avoid interrupting job posting or layoff processes.
    - iv. For purposes of this paragraph, being in a nurse intern position just prior to becoming a bargaining unit employee shall not preclude the employee

from being given credit for POST or Technical bargaining unit time after seven (7) years.

Section 22.2. Probationary Period. New employees hired into the bargaining unit shall be considered as probationary employees for six (6) months of their employment (except for currently employed RNs who have previously served an RN bargaining unit probationary period). If a probationary employee is absent from work seven (7) days or more, during the probationary period, the probationary period may be extended for the equivalent number of days lost. When an employee completes the probationary period, (s)he shall be entered on the seniority list with his/her seniority. During the probationary period, an employee may be terminated by the Employer without recourse to the grievance provisions of this Agreement.

Section 22.3. Loss of Seniority. An employee shall lose their seniority, and the employment relationship shall be terminated for the following reasons:

- (a) The employee quits or retires.
- (b) The employee is discharged, and the discharge is not reversed under the grievance procedure, set forth in this Agreement.
- (c) The employee is absent for three (3) consecutive working days without notifying the Employer, unless the employee's failure to notify the Employer is due to extenuating circumstances satisfactory to the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that the employee has lost his/her seniority and that his/her employment has been terminated. A copy of such notice shall be furnished to the Union.
- (d) If the employee does not return to work when recalled from layoff as set forth in the recall procedure, unless other arrangements are agreed upon.
- (e) If the employee fails to return from sick leave or leave of absence on the specified date of return, unless the failure to return to work is for extenuating circumstances satisfactory to the Employer.  
Loss of seniority for reasons listed in C & E above requires review by Human Resources and is subject to the grievance procedure.
- (f) If the employee is laid off from work for a continuous period in excess of their recall rights (see Section 24.7).

Section 22.4. Seniority List. A list of bargaining unit employees with date of hire will be provided to the Union every three (3) months or as needed.

Section 22.5. Seniority Tie-Breakers. Where two (2) or more employees have identical Union seniority dates, seniority rights shall be determined on the basis of the sum of the last four (4) digits of each employee's social security number with preference to the highest number. If the last four (4) digits tie then the last five (5) will be used.

## **Article 23: JOB POSTINGS & BIDDING**

Section 23.1. Job Posting and Bidding. Permanent vacancies in the bargaining unit which are to be filled will be filled using the following procedures.

Section 23.2 Postings.

- (a) When a vacancy exists, the Manager or Designee will post and/or email the vacancy to the Employee's within the unit where the vacancy exists, as well as concurrently posted on the hospital electronic job board for a seven (7) consecutive calendar day period. All postings will list the job classification, pay level, qualifications required, shift assignment, and Department. The posting will not include unit specific work experience as one of the required qualifications. The Union will receive a copy of all MCLAREN GREATER LANSING-wide postings on a weekly basis. An employee may indicate an interest in a position by completing and submitting an online application. However if a bargaining unit employee on leave indicates in writing (no earlier than one (1) week prior to the leave and no later than the end of the posting period) her/his interest in a shift or hours change for her/his unit and such a position opens while that employee is on leave, her/his bid will be considered.
- (b) Intra-Unit Trade: The departmental posting process may be used when bargaining unit employees in the same unit want to trade shifts or hours provided one (1) employee is willing to submit his/her position to the bidding process and accept the position he/she receives through the bidding process. For example, a full time midnight shift RN wants to trade with a part-time day shift RN in the same unit. One of them would have to put her/his position up to the bidding process and accept the position which becomes available as a result of the entire bidding process.
- (c) Adding Hours to an Existing Position: An employee can drop existing hours upon mutual agreement between the employee and the Supervisor. The departmental posting process will be used to add hours to an existing position. For example, if an employee dropped a 12 hour shift, then that shift would be put up to bid using the Unit Posting Process. If a series of shifts could be filled by either one employee or split between several employees then those options would be noted on the posting.
- (d) A bargaining unit position will not be posted externally unless it is also posted internally.
- (e) A bargaining unit position will not be posted more than three (3) times unless:
  - 1. No qualified bargaining unit employee has applied.
  - 2. The only qualified bargaining unit applicants have an active Step 3 discipline.
- (f) A bargaining unit position will not be posted more than six (6) times if any qualified bargaining unit employees have applied.
- (g) The parties agree that the following categories will govern the awarding of positions:

1. Unit: Qualified bargaining unit applicants with seniority from within the unit in which the vacancy exists will be considered first.
2. Laid-Off Employees: Qualified bargaining unit employees who have been laid off from MCLAREN GREATER LANSING and who retain seniority and possess the required specialty skills or experience, if applicable or if the applicant can obtain the skills within ninety (90) days or the unit's orientation period whichever is greater will be considered next. (NOTE: Laid-Off employees from the department who are being recalled will have super-priority and be recalled prior to and in addition to being awarded a position through the job posting and bidding process.)
3. Bargaining Unit: Qualified bargaining unit applicants with seniority will be considered next. Qualified will be defined as an employee who possesses the appropriate knowledge, experience, education, skills and other qualifications as may be defined by management or who can be trained within a reasonable period of time (90 days).
4. Other Qualified applicants. Non-bargaining unit employees or external applicants who possess required specialty skills will be considered next.

(h) Seniority: If two or more employees in the same category identified above are relatively equally qualified, then the applicant with the greatest seniority will be awarded the position.

(i) Interview Process:

1. The names of all applicants, including seniority date, who meet the minimum qualifications for the position, will be forwarded from Human Resources to the hiring Supervisor. The hiring supervisor will interview at least the top three (3) senior applicants. The supervisor may interview and consider any qualified applicants in addition to the three (3) most senior qualified applicants at his/her discretion. But the three (3) most senior must be interviewed.
2. The position will be awarded within thirty-one (31) calendar days from the start of the first posting or within ten (10) calendar days after the end of the last posting period (whichever is longer), and transfers will commence as soon as possible, provided however, if the award of such position would create a vacancy which could not be readily filled by a qualified employee, the award may be delayed to accommodate this problem, but in no event more than thirty (30) calendar days after the awarding of the position.



3. Employees who bid on a position and are on a Leave of Absence and who otherwise meet the qualifications will be included on the list of all applicants and will have seniority rights, if any. An employee on LOA may be denied a position if they cannot start the position within thirty (30) calendar days after being offered the position.

Section 23.3 Definitions for Job Postings & Bidding.

- (a) Seniority: When comparing seniority for an RN bargaining unit position, seniority as defined by this contract will be applied to all candidates.
- (b) Qualifications: Qualified applicants are those who meet all required qualifications in the job posting. Qualifications will be based upon experience, ability, skills, certification, and work record. Work records will include any disciplines within the last nine (9) months which are in the employee's personnel file. Employees with current active Step 3 disciplines may be considered not qualified for the position. Employees who have been in their present unit for less than one (1) year (two (2) years for a specialty unit) will be considered not eligible for a position if there are other qualified applicants from the unit with more time in the unit. This limitation will not be applied to employees who bump into a unit because of a layoff and then bid on other positions.
- (c) Units and Department are defined in Article 35.
- (d) Specialty Units: Labor & Delivery, OR Greenlawn, PACU Greenlawn, PACU IROH, OR IROH, Emergency Department, Critical Care Units, and Special Studies.

Section 23.4. MCLAREN GREATER LANSING Internal Transfers.

- (a) Trial Period/Bargaining Unit. All bargaining unit employees, employees in a non-bargaining unit RN position, or per diem employees, who have previously served a bargaining unit probationary period who are awarded a position under the MCLAREN GREATER LANSING wide posting procedure will serve a job trial period of thirty (30) calendar days. Specialty units will have a sixty (60) calendar day trial period. If the employee's performance is not satisfactory during this period, or if the employee requests to return to his/her former position and the former position is still vacant, the employee will be returned to his/her former job classification and shift, and all secondary awards of job will likewise be cancelled if necessary. If an employee is absent from work seven (7) days or more during the trial period, the trial period may be extended for the equivalent number of days but not to exceed fourteen (14) calendar days.
- (b) Probationary Period. All other employees who are awarded a bargaining unit position under the MCLAREN GREATER LANSING-wide posting procedure will serve a six (6) month probationary period as defined in Section 22.2.
- (c) Bargaining Unit to Non-Bargaining Unit. A bargaining unit employee who is awarded a position outside of the bargaining unit and who requests to return to her/his former

position, will be returned if the employee requests to return to his/her former position within thirty (30) calendar days and the former position is still vacant. A bargaining unit employee who is awarded a position outside of the bargaining unit who does not satisfactorily complete the trial/probation period for that position will be considered a laid off employee for job posting purposes. Such employee will not be granted severance, bumping or recall rights under this contract.

## **Article 24: LAYOFF AND RECALL**

### Section 24.1. Layoff Overview

- (a) A layoff means a reduction of positions in the bargaining unit in any classification within a unit. The Employer will determine the number of positions to be reduced in each classification, in each unit, and on each shift. An employee about to be indefinitely laid off will be given seven (7) days advance notice or, in lieu thereof, wages (s)he would have earned during the seven (7) day period but for the layoff. For informational purposes, the Union will receive a copy of the layoff notice and a list which contains the classifications, status, department, unit and shift where the layoff is to occur.
- (b) A layoff may be for a temporary period of time of thirty (30) calendar days. Any layoff designated as temporary will be deemed indefinite as of the 31st calendar day. Temporary layoffs will not be used in lieu of discipline or indefinite layoffs. Temporary layoffs will not be used in a unit that is using per diems or Agency Nurses on that shift. Employees will not have bumping rights during a temporary layoff.

Section 24.2. Order of Layoff. All indefinite layoffs will be accomplished in the following manner, provided however; the Employer will have the right to make exceptions to the procedure set forth below where specific skills and experience are required.

- (a) All probationary employees in the classification in the unit will be laid off first.
- (b) Voluntary layoffs may be accepted within the classification and unit affected. Should there be more volunteers than needed; requests of employees will be granted based on seniority, provided there is no adverse impact as determined by the department manager. An employee who elects a voluntary layoff will have no bumping rights, and is subject to recall provisions of this policy.
- (c) Regular employees in the classification in the unit and in the employment status on the affected shift will be laid off in the reverse order of their seniority.

### Section 24.3. Bumping.

- (a) All RN bargaining unit employees who are not on a temporary layoff and who have not elected voluntary layoff may bump subject to the following terms and conditions. All bumps must be within the RN bargaining unit.

- (b) The following will apply to the following subsection 24.3(c)(d)(e).
1. A part-time employee may not bump a full-time employee. A part-time employee may bump into a full-time vacancy if the vacancy has been offered to bargaining unit RN's through the Departmental Posting process (Section 23.1, a) and no qualified bargaining unit employees bid on the position, provided that if a full time employee has been laid off the full time employee has first choice of full time vacancies.
  2. A position vacancy is considered the least senior position for purposes of bumping. If there is more than one vacancy, the employee may choose the position.
  3. An on-call or per diem may not bump a regular part-time or full-time employee.
  4. If a vacant position exists and it is a reasonable offer, the employee is required to accept the bump. Failure to accept a reasonable offer of a vacant position is considered a voluntary resignation and the employee will be terminated.
- (c) Within Unit. At the employee's option, if the employee whose position in the unit and classification is not the least senior, he/she may bump the least senior employee in the unit and classification regardless of shift or status except that a full-time employee may bump the least senior full-time employee and work the required hours of the position. If the employee does not wish to bump within the unit, he/she may bump in the department or in the classification per (b & c) below.
- (d) Within Department. At the employee's option, if the employee whose position in the department and classification is not the least senior, he/she may bump the least senior employee in the department and classification in a position in which he/she is considered qualified regardless of shift or status except that a full-time employee may bump the least senior full-time employee and work the required hours of the position. If the employee does not wish to bump within the department, he/she may bump in the classification per (c) below.
- (e) Within Classification. An employee who has received a layoff notice will bump, subject to the following conditions and circumstances. A laid off employee may bump the least senior employee in the same classification in a position in which he/she is considered qualified, regardless of shift and/or status, and work the required hours of the position provided that the employee has greater MCLAREN GREATER LANSING seniority except that a full-time employee may bump the least senior full-time employee.
- (f) Bump by Shift. Employees with 12 complete years or more of seniority at the time of the layoff may bump by shift. Such an employee may bump the least senior employee on her/his shift in the unit, department or classification using the same criteria in a-c above. For the purpose of bumping by shift, "shift" will be defined as:

<u>SHIFT</u>	<u>START TIME</u>
Days	4:00 am - 11:59 am
Afternoons	Noon - 5:59 pm
Nights	6:00 pm - 3:59 am

#### Section 24.4. Miscellaneous Layoff Provisions.

- (a) An employee exercising such bumping rights must do so within two (2) working days after receipt of layoff notice. If the employee chooses not to exercise bumping rights, (s)he will remain on layoff until recalled to a position considered a reasonable offer (see definitions).
- (b) Upon request to the Employer prior to the date of layoff, a laid off employee may be placed on a list for temporary relief call-in. Such employees will be given preference over other temporary employees provided such laid off employees are available and have the present ability and experience to perform the required work.
- (c) A Union Steward will head the seniority list in his/her classification and unit and/or department relative to layoff or being bumped. Outside of a Union Steward's unit and/or department, regular seniority will apply.
- (d) The Chief Steward will head the seniority list in her/his classification bargaining unit wide relative to layoff, being bumped, or bumping.
- (e) Seniority tie-breakers among stewards use Section 22.5.
- (f) Employees will not be required to accept a position if it is considered an unreasonable offer.
- (g) Employees on an approved leave of absence may be allowed to exercise their seniority rights, if any, upon return in event there has been a layoff during the employee's leave of absence. This provision will be construed consistent with the Section on Return from Leave.
- (h) If a concurrent layoff occurs within a classification, the most senior employee will be given first choice of positions based upon seniority.
- (i) An employee may bump into only one position (e.g. cannot bump two part-time positions to make full-time position).

#### Section 24.5. Definitions for Layoff and Recall.

- (a) Seniority. Seniority as defined by this agreement will be used for layoff and recall.
- (b) Units and Departments are defined in Article 35.
- (c) Classification. For this bargaining unit, there is one classification: RN.
- (d) Reasonable Offer. Similar classification, budgeted hours, shift, and same pay status(PT/FT), etc. (Temporary positions are not considered bona fide vacancies.) Similar budgeted hours is defined as plus or minus 10%.A 7 on - 7 off position will not be a reasonable offer unless the employee was laid off from a 7 on/7 off position.
- (e) Qualified. An employee who possesses the appropriate knowledge, experience,education, skills, and other qualifications as may be defined by management or who can be trained within a reasonable period of time (90 days). Employees who have worked previously in a specialty unit will be considered qualified to bump into that specialty unit.
- (f) Full-Time Employees. For purposes of these sections, a full-time employee is an employee

whose schedule of work usually consists of sixty (60) hours or more during the two (2) week pay period.

- (g) Regular Part-Time Employees. For purposes of these sections, a regular part-time employee is an employee whose schedule of work usually consists of less than sixty (60) hours, but more than thirty-one (31) hours, during the two (2) week pay period.

#### Section 24.6. Benefits Upon Layoff.

- (a) An employee who is placed on layoff will be allowed to make use of any PTO, vacation/personal holidays and sick pay conversion benefits if eligible. Upon an Employee's layoff, the employee will be required to cash out their accrued PTO at either the beginning of the severance period or upon the end of the severance period.
- (b) Laid off employees who are covered by medical, dental and/or optical insurance will retain such benefits to the extent offered active employees and will have the portion of the premium paid for by the Employer continued for three months beyond the calendar month in which the employee is laid off.
- (c) Laid off employees will receive allowance of one weeks pay for each full year of service with a minimum of 2 weeks pay, to a maximum of 8 weeks pay, to be paid bi-weekly, so long as the layoff continues, provided that the employee is on indefinite, involuntary layoff where no reasonable offer of employment has been made.

#### Section 24.7. Recall.

##### (a) **Recall for employees who bump.**

1. Upon request of the employee, an employee who has bumped or been recalled to a different classification, unit, shift or status may elect to return to his/her former classification, unit, shift, or status, if it becomes available within ninety (90) days of the original layoff date.
2. An employee who bumps into another unit as a result of a layoff will be considered to be from their original unit when applying for a vacancy in the original unit for a period of one year after the layoff date. It will be the employee's responsibility to check the departmental postings and initiate the request through the internal transfer process.

##### (b) **Recall for employees who do not bump.**

1. When positions become available, qualified employees on layoff who were laid off from positions in the classification and department in which the vacancy occurs will be recalled in the reverse order of the procedure followed for layoff.

2. Notice of recall may be made by telephone, but official notice will be by certified mail, return receipt requested, sent to the employee's address on file with the Employer. It will be the sole responsibility of an employee to keep his/her current telephone number and address on file with the Employer and to notify Human Resources if they plan to be out of town or otherwise unable to be reached for three (3) or more days. The Employee must respond to the Employer within 48 hours after receiving the Notice of Recall on whether they are accepting or declining the recall. The Employer will give the employee five (5) days written notice in advance of the day (s)he is to return to work. The Employer and the employee may arrange a later start date due to personal circumstances (i.e., child care, elder care). If the employee fails to report for work as scheduled, the employee will be considered a voluntary quit.
  
3. The most senior employee with recall rights will be contacted first regarding vacancies. If there are other laid off employees qualified to fill the vacancy, the most senior employees may be allowed to decline without being terminated. If the vacancy is not a reasonable offer, the employee may be allowed to decline without being terminated.

Recall Rights:

Hire to 5 years =	1 year or length of seniority, whichever is less
5 years or more =	2 years

4. Employees on layoff status will be recalled only to their original department and classification. The Human Resources Department will be responsible for notifying employees of recall rights when vacancies occur. Recall rights with automatic recall to the original department and classification are retained for the entire length of recall rights.
  
5. All other vacancies for which the laid off employee may be interested require the employee to bid using procedures defined in Job Posting and Bidding (Section 23).

Section 24.9. Temporary Fill-In/On-Call List. Employees who are laid off may sign a temporary fill-in or on-call list with the Nursing Department at the time of layoff, if the employee wishes to be called for temporary work. Such employees will be given preference over other temporary employees, provided such laid off employees are available and have the present ability and experience to perform the required work.

## **Article 25: WAGES**

Section 25.1. Wage Rates. The classifications and straight time regular rate of pay for employees covered by this Agreement are established as set forth in Appendix "A" which is incorporated herein.

- (a) New Hires. Rates of pay beyond the starting rate are predicated on previous work experience. An employee may receive 50% credit for previous RN work experience. If a new hire is brought into a unit at a step equal to or higher than other employees in that unit in that classification who have the same or more RN work experience, then those employees will be adjusted up on the steps so they make more than the new hire.
- (b) An LPN with the Employer who is promoted to a bargaining unit position shall receive 50% credit for experience as an LPN for up to six (6) years of prior service credit.

Section 25.2. Raises.

- (a) Annual Step Increase:
  - 1. Step Increases. The wage scale in Appendix A has a series of increasing pay rates beginning at Step 1. An employee moves within the scale based upon anniversary date (MCLAREN GREATER LANSING date of hire). The first step increase is on the employee's one (1) year anniversary date, subsequent step increase are yearly on the employee's anniversary date.
  - 2. Top of Scale Bonus: An Employee who is at the top of the pay scale and who is unable to receive an Anniversary Step Increase, will receive a top of the scale bonus equal to two (2%) of their hourly rate time their annual budgeted hours per year from 10/01/2011 through 9/30/2012. These employees will be able to receive this lump sum bonus during the pay period following their yearly anniversary date. If the employee's anniversary date has already occurred, the employee shall receive it the pay period following ratification.
- (b) Wage-Range Adjustments (a.k.a Cost of Living Increase):
  - 1. Add a step at the top of the scale equal to three percent (3%). RNs at the top of the scale at ratification will move to this step in the first full pay period following ratification.
- (c) The rates in Appendix "A" shall go into effect the first full pay period following ratification.

Section 25.3. Shift Premium. Employees shall earn shift premium according to the following:

	Works a majority of hours between 3:00 p.m. and 11:30 p.m.	Works a minimum of four (4) continuous hours between 3:00 p.m. and 11:30 p.m.	Works a majority of hours between 11:30 p.m. and 7:30 a.m.	Works a minimum of four (4) continuous hours between 11:30 p.m. and 7:30 a.m.
	\$2.25 per hour for all hours worked	\$2.25 per hour for all hours worked after 3:00 p.m.	\$2.50 per hour for all hours worked	\$2.50 per hour for all hours worked between 11:30

				p.m. and 7:30 a.m.
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- (a) The shift differential for “works a minimum of four (4) continuous hours between 11:30 p.m. and 7:30 a.m.” (i.e. Differential #4 above) will become effective with the first full pay period following ratification of this agreement.

Section 25.4. Weekend Employee Premium. A weekend employee may take one scheduled weekend off per quarter or more as approved by her/his manager. One scheduled weekend off could mean three (3) consecutive shifts that the employee would normally work during that period.

- (a) Full Time and Part Time Weekend Employees. Employees hired into a full time weekend position shall commit to work 72 hours per pay period between 7:00 a.m. Friday and 7:00 a.m. Tuesday. Employees hired into a part time Weekend Baylor position shall commit to work 48 hours per pay period between 7:00 a.m. Friday and 7:00 a.m. Tuesday.

1. These employees shall receive an additional \$4.00 per hour for all hours worked between these hours. A full time or part time weekend employee shall not receive full time weekend differential for any hours when he/she receives the \$4.00.
2. A full time weekend employee shall receive other benefits, including shift differential under the same terms as other bargaining unit employees that are budgeted 72 hours per pay.
3. Part Time Weekend Baylor employees shall receive benefits under the same terms as other part time bargaining unit employees budgeted to work 48 hours per pay period including part-time weekend Baylor employees will receive PTO.

- (b) Part Time Weekend Baylor Employee Grandparent Language: The below conditions are applicable to current Part Time Baylor Employees as of day of Collective Bargaining Agreement ratification unless, and until, the employee experiences a status change.

1. Employees hired into a part time Weekend Baylor position shall commit to work 48 hours per pay period between 7:00 a.m. Friday and 7:00 a.m. Tuesday.
2. Part Time Weekend Baylor employees shall receive a premium of fifty percent (50%) of their base hourly rate for each weekend hour worked. Part Time Weekend Baylor employee shall not receive weekend differential for any hours he/she is receiving the 50% premium.
3. Part Time Weekend Baylor employees shall receive benefits under the same terms as other part time bargaining unit employees budgeted to work 48 hours per pay period including part-time weekend Baylor employees will receive PTO.

Section 25.5. Weekend Differential. An employee working a shift beginning at or after 6:30 p.m. Friday through a shift ending at 11:30 p.m. Sunday shall be paid an additional 3% their base wage except employees on a weekend only agreement.



Section 25.6. Instructor’s Pay. Employees acting as instructors shall receive a 5% differential over their base rate of pay. Preparation time will be paid when new material is developed or when the instructor is new to the material. Preparation time will be paid at a one-to-one ratio for each hour of initial presentation time.

Section 25.7. Contact Nurse Pay. Employees acting in the contact nurse role shall receive an additional \$1.50/hour for all hours worked as contact nurse each pay period.

Section 25.8. Telemetry Flex. Employees hired into a Tele Flex position shall commit to working in all of the telemetry units and shall meet and maintain the required competencies of each telemetry unit within six (6) months of hire or transfer. These employees shall receive an additional \$2.00 per hour for all hours paid.

Section 25.9. RN Retention Bonus. Employees are eligible to receive an annual retention bonus after completion of ten (10) years of continuous employment in the RN unit. Years are calculated from the last date of hire with the Employer to the anniversary date occurring in the payroll year being used for the bonus.

<b>Years of Service in the RN Unit</b>	<b>Bonus Amount</b>
10 – 15	\$ .68 per hour for each hour paid
16 – 20	\$ .85 per hour for each hour paid
21 – 25	\$ 1.01 per hour for each hour paid
26 +	\$ 1.18 per hour for each hour paid

- Hours paid are calculated on a payroll year starting with pay period Number 21 of each year beginning in 2005.
- Bonus will be paid in December of each year beginning in 2006. Hours paid do not include PTO cash out hours.
- Employee must be a current employee on the day the bonus is paid.

Section 25.10. Certification Premium. RNs who obtain and maintain an approved professional medical certification as identified by the UBC and approved by the Professional Practice Committee shall receive a premium of \$0.50 cents per hour for all hours worked.

Section 25.11. Critical Care Differential. RNs shall receive an additional \$0.25 cents/hour to their base wage for Critical Care pay. An employee who floats to this department that possess Critical Care qualifications shall also receive this differential while working in the department/union.

Section 25.12. Emergency Department Differential. RNs shall receive an additional \$0.25 cent/hour added to their base wage for ED pay. An employee who floats to this department that possesses ED qualifications shall also receive this different while working in the department/unit.

Section 25.13 Ratification Bonus. RNs shall receive a lump sum bonus of 1.5% paid on the first full pay period following ratification of the October 1, 2011 through September 30, 2014 RN

Collective Bargaining Agreement. The bonus shall be based on straight time hourly rate of pay times budgeted hours per pay times 26 times 1.5%.

## **Article 26: LOW CENSUS DAYS OFF**

### Section 26.1 Low Census Day Off (“LCDO”) Overview

- (a) In lieu of using the layoff procedure set forth in this Agreement, the Hospital has the right, when there is more staff than needed on a particular day because of low census, to reduce the number of employees working or scheduled to work on each shift.
- (b) LCDO shall not be used in lieu of discipline or indefinite layoff.
- (c) An employee on LCDO may use PTO or take the day unpaid.
- (d) An employee who reports to work and who volunteers for an LCDO (“VLCDO”) or is required to take a LCDO (“MLCDO”) will work and receive a minimum of 2 hours pay for reporting.
- (e) Alternative to Mandatory Low Census Day Off (“MLCDO”) - As an alternative, a MLCDO may be rotated among qualified staff in the affected classifications and unit. This can only occur if the unit has, by majority employee vote, conducted by the Union, decided to use rotation instead of seniority. The method of rotation must be decided at the time of the vote and will be in effect for a minimum of a year. It must be voted on and in effect for all units within closed departments. The Employer must be notified by the Union that a particular unit is using the rotation method voted in by that unit’s employees.

### Section 26.2. LCDO Process:

- (a) If a Manager decides to authorize a LCDO on a particular unit either before the shift or during the shift, it will be administered in the following order:
  - 1. Voluntary Low Census Day Off (“VLCDO”) to any mandated RN
  - 2. Cancel Agency RNs
  - 3. Cancel Per Diems.
  - 4. Cancel Extra RNs who are in Overtime on the shift in the unit by seniority low to high.

- a. On-Call may be offered by seniority.
5. VLCDO any budgeted RNs by seniority high to low.
- a. Employees may volunteer before the shift begins by contacting the staffing office prior to call in time. The employer is not required to solicit additional volunteers if there are volunteers prior to the shift beginning.
  - b. On-Call may be required or the Employee maybe switched to another shift within the pay week if they agree. If the Employee does not agree to being on call or being switched to another day within the pay week, then the next highest senior may have the VLCDO.
6. MLCDO Mandated RNs with the highest senior to be given the choice.
- a. On-Call may be offered by seniority
7. Cancel Extra RNs who are not in Overtime on the shift in the unit by seniority low to high.
- a. On-Call may be offered by seniority.
8. MLCDO of Regular Budgeted RNs on the shift by seniority low to high.
- a. On-Call may be offered by seniority or the employee may be switched to another shift within the pay week if the employee agrees.
- (b) If MLCDO'd during the shift, only the units listed in 26.3(c) could be made to take call.

Section 26.3. LCDO On-Call Requirements:

- (a) An employee who is VLCDO'd may be required to be on-call, by pager or phone, to the house during part or all of his/her shift time. RNs must return to work within 60 minutes of notification. If an employee's home is more than 30 miles away special arrangements may be made to report in 90 minutes.
- (b) **LCDO for a Shift and Called In** - If called in during the employee's regular scheduled time, the employee will be paid at straight time for a minimum of four (4) hours. The number of on-call hours required will be determined prior to accepting the LCDO.
- (c) An employee required to take an MLCDO shall not be required to be on-call except:

1. A Critical Care RN who declines to be pulled out of Critical Care and who is required to take an MLCDO may be required to be on-call for up to the first three (3) hours at the start of her/his shift.
  2. Birthing Center RN may be required to take an MLCDO and be on call if he/she declines to be rescheduled.
  3. Any other closed unit based on their guidelines.
  4. In the above circumstances (c1, c2, c3) where the Employer can require an employee to take an MLCDO and be on call and the employee is called in to work, the employee shall be paid time and one half (1 ½) for a minimum of four (4) hours.
- (d) When an employee is MLCDO'd and on call, the employee will be called in prior to calling in an employee on VLCDO.

## **Article 27: PROFESSIONAL RESPONSIBILITY**

### Section 27.1 Professional Responsibility

- (a) The Medical Center as a community institution and the Registered Nurse as a professional share the common goal and responsibility of providing to members of the community who require it, nursing care which utilizes a holistic approach to support patients and significant others across the health continuum through:
1. Excellence in nursing practice
  2. Innovative thought and action
  3. Integrated approaches to foster collaboration with the health care team to achieve continuity in care
  4. Sensitive and responsive relationships with patients and their communities
  5. Commitment to pursue optimal outcomes which are mutually agreed upon by the patient and the health team
  6. A safe and adequate environment
- (b) The following is provided to generally define and recognize the proper role of the Registered Nurse, provided, however, the statement of intent recited in this Section shall not excuse a Registered Nurse from performing any assignment given to her/him by Supervisor which is connected with patient care, provided such assignment is consistent with his/her professional ethics.
1. Registered Nurse. The Medical Center recognizes that a Registered Nurse is primarily responsible for the direct or indirect total nursing care of the patients assigned to them during their scheduled working hours. Modern hospital nursing care requires the direct assistance of various auxiliary personnel and services in

order to provide adequate nursing care to patients. The Medical Center agrees that the Registered Nurse shall have authority commensurate with his/her responsibility given to him/her by the Medical Center for directing the work of the other nursing personnel. The parties recognize that auxiliary services are routinely assigned to other Hospital employees which includes delivery of meals, housekeeping after a patient discharge, cleaning service rooms of the ward, dispensing of drugs, clerical work of ordering of floor supplies and that the Registered Nurse should not be expected to perform these services as a routine function.

Section 27.2. Job Description. Each employee shall, upon request, be given a job description which shall list the substantial responsibilities of the job.

- (a) The Employer agrees to provide the Union with copies of the job descriptions for the bargaining unit classifications. For informational purposes, the Employer will notify the Union when it makes any changes in those job descriptions.

Section 27.3. Shared Governance

- (a) The parties recognize that the bargaining unit Registered Nurses and the Nursing Leadership Council are the best sources of information, direction and innovation in the governance of the patient care units/departments of the hospital.
- (b) A Professional Practice Committee (PPC) shall be maintained and shall include a bargaining unit representative from each unit, the RN chief steward and appropriate Employer representatives. The PPC shall establish Shared Governance Councils.
- (c) The Shared Governance Councils are the legitimate formats for decision making in the division of Patient Care Services and retain the accountability for the process and outcome of all issues related to nursing practice, professional development, quality/patient safety, research/evidence-based practice and recruitment and retention (unless otherwise established by this agreement such as the Staffing Council). The goal is to promote the highest standards of clinical nursing practices.
- (d) Each Shared Governance Council shall have bylaws outlining the role, accountability and structure of each Council. The initial bylaws will be voted on by the RN Bargaining unit. Once approved, the Council may amend the bylaws by a simple majority vote of the Council.

**Article 28: CONFERENCE AND EDUCATIONAL REIMBURSEMENT**

Section 28.1. Conferences.

- (a) Department managers will assist employees in locating opportunities to obtain CEUs.
- (b) If departmental seminar and conference budgets permit, RNs may apply to their managers for approval of seminars which offer CEUs applicable to their professional licensure. Approval or disapproval of seminar fees will be at management discretion and subject to the availability of funds.

Section 28.2. Tuition Reimbursement.

- (a) Priority in tuition reimbursement shall be given to employees in BSN programs or taking pre-requisites for BSN with a declared major of BSN.
- (b) Bargaining unit RNs shall be entitled to tuition reimbursement under the policy and practice as may be established by the Employer, except if the Employer's policy establishes or utilizes a cap on the per credit hour for reimbursement, such cap shall not apply to RNs pursuing or taking prerequisites for BSN with a declared major of BSN and, except that any annual cap on Tuition Reimbursement shall not be changed for bargaining unit employees without agreement between the parties.

Section 28.3. Certification/Recertification.

- (a) In addition to the per hour certification premium, during the life of this contract bargaining unit RNs will receive a one-time reimbursement for the exam fee/certification renewal for the successful completion of one approved professional certification/recertification.
- (b) Requests for payment must be submitted to the department manager along with proof of successful completion of the certification or recertification.
- (c) Attached is a list of approved professional certifications.

Section 28.4 Required.

- (a) If a seminar, conference, or course is required by the manager or nursing administration, it will be considered time worked and the conference fees will be paid by McLaren Greater Lansing.

## **Article 29: DISCIPLINE**

Section 29.1. Discipline. The Employer subscribes to the policy of corrective discipline, but severe discipline, including discharge, may be appropriate for infractions or conduct of a serious nature. All discharges or disciplinary suspensions without pay shall be for just cause. Upon being informed in advance that discipline is contemplated or is the reason for a meeting with Employer representatives, upon request by the employee, a Union steward shall be present for

such discussion. For informational purposes only, a copy of all Step 2, 3, and 4 disciplines shall be furnished to the Union within two (2) days, excluding Saturday, Sunday and holidays.

When an employee has maintained a record free of discipline for nine (9) months immediately prior to an incident where discipline is being considered, the Employer will not consider any previous discipline (excluding discipline for substance abuse or sexual harassment) in rendering discipline for the current incident.

The Employer shall tender any counseling memo or impose any discipline within seventeen (17) working days of the Department Manager becoming aware of the event(s) leading to the counseling or discipline.

In no event shall a written warning suspension level discipline be assessed at greater than a three (3) day unpaid duration. By mutual agreement the parties may agree on a longer suspension in lieu of termination for terminable offenses only.

### **Article 30: MISCELLANEOUS**

Section 30.1. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 30.2. Bulletin Board. The Employer will provide a bulletin board on each campus for use by the Union for posting notices as follows:

- (a) Union recreational and social affairs;
- (b) Union elections;
- (c) Union appointments and results of Union elections;
- (d) Union meetings;
- (e) Bona fide Union-related information such as: cooperatives, credit unions, pensions and annuities, unemployment compensation, workers' compensation, etc.
- (f) Negotiation updates.

In addition, official Union notices may be posted on each unit bulletin board.

Section 30.3. Employee Evaluations. The evaluation of employees is the sole responsibility of the Employer. An employee evaluation shall be placed in the employee's personnel file. An employee shall be given the opportunity to read the evaluation and shall sign it to signify that (s)he has read it. An employee may file a statement of not more than three (3) pages covering any points of disagreement.

Section 30.4. Duplication of Agreement. The Employer agrees to pay for the duplication of this Agreement in sufficient copies for distribution to Union membership.

Section 30.5. Benefits. Unless otherwise covered in this collective bargaining agreement, bargaining unit employees shall be entitled to the following benefits in accordance with such policies and practices as may be established by the Employer:

- (a) Parking
- (b) Tuition Reimbursement
- (c) Medical examinations required by the Employer (not medical examinations that the employee may choose to become eligible for benefits or reinstatement);
- (d) Mileage
- (e) AFLAC products, paid through payroll deduction

Section 30.6. Special Conferences.

- (a) The Union and the Employer agree that important matters pertaining to both parties' interest may be discussed at special conferences at the request of either party and with the agreement of both parties.
- (b) Arrangements for special conferences shall be made in advance and an agenda shall be presented at the time the conference is requested.
- (c) Special conferences may be held to clarify items in the Collective Bargaining Agreement. Special conferences may not be used to continue negotiations or to modify the Collective Bargaining Agreement.
- (d) In addition, a meeting will be held within six months of ratification of the collective bargaining agreement to discuss non-contractual agreements made during negotiations and/or to clarify items in the collective bargaining agreement.

Section 30.7. Retracting Resignation.

- (a) Resignations must be submitted in writing.
- (b) An employee shall be allowed to retract a resignation within five (5) working days of submitting it. After five (5) working days, with approval of the supervisor, an employee will be allowed to retract his/her resignation prior to the employee's last day worked. If the supervisor is unavailable or declines to allow the retraction, the employee may go to the supervisor's supervisor for a review of the decision. After the employee's last day worked a resignation can only be retracted with the mutual agreement between the Employer and the Union.

Section 30.8. Union Orientation Materials. The Employer agrees to distribute a Union orientation packet at the time a new employee receives similar information concerning the Employer during his/her orientation period.



Section 30.9. Labor-Management Committee. Meetings will be held quarterly between the President and/or Service Representative of OPEIU, Local 459, and the CEO and CHRO of McLaren Greater Lansing, with others invited by mutual agreement.

The purpose of these meetings is to improve employee morale and listen to issues important to each party. These meetings may not be used to continue negotiations or to modify the Collective Bargaining Agreement.

Section 30.10. Successors. This Agreement shall be binding on the parent company, McLaren Health Care Corporation, and any successor in accordance with the National Labor Relations Act.

Section 30.11. Uniform Changes. Uniform changes will be limited to no more than once every three years. When there is a change, employees and the union will be given six (6) months notice prior to the implementation date. The six (6) month notice shall clearly identify what the uniform change will consist of. When a change is made the Employer shall reimburse each employee for the cost of two (2) uniforms. The Employer shall pay for all mandated logos for employee apparel.

Section 30.12. Dress Code Changes. Dress code changes that require employees to wear specific article(s) of clothing will be considered a uniform change. A Uniform Change is not considered any change in a departmental or McLaren Greater Lansing policy/procedure that specifies the correct manner of dress while on the premises of the institution (or specifies what manner of dress is prohibited) or one which is dictated by infection control considerations.

## **Article 31: STAFFING AND RN STAFFING GUIDELINES**

The RN and ancillary Staffing Guidelines in effect for each department/unit shall remain in effect unless otherwise modified by the Staffing Council as stated below:

Section 31.1. The Employer and the Union acknowledge that the number of RNs and ancillary staff directly available to care for patients affects the quality of patient care and patient and employee safety, as well as the RNs work environment. The parties have agreed to the attached staffing guidelines, which shall be the minimum guidelines for RN and ancillary staffing for inpatient nursing units at McLaren Greater Lansing. The parties agree to implement and maintain a joint Staffing Council to ensure the highest quality patient care and work environment and a Staffing Resolution Process to address staffing issues of the Employer, the Union or individual RNs when they arise.

Section 31.2. Staffing Council. The parties will continue the joint Staffing Council at McLaren Greater Lansing. The Employer will appoint seven (7) members and the Union will appoint seven (7) members to the Staffing Council. The Staffing Council shall have two (2) co-chairs; one (1) representing the Employer and one (1) representing Local 459. The Staffing Council shall meet at least once per month.

The Staffing Council is charged with the following powers and responsibilities:

- (a) Maintaining operational guidelines, ground rules and meeting protocols for the Staffing Council and the Staffing Resolution Panels.
- (b) Maintaining a program to ensure that members of the Staffing Council and Staffing Resolution Panels have appropriate training to carry out their responsibilities.
- (c) Maintaining a system to collect and evaluate information related to RN and Ancillary Staffing, including a standard Staffing Issue Complaint Form and a standard Staffing Issue Data Information report.
- (d) Monitor the existing patient acuity system(s) and recommend changes as necessary.
- (e) Monitor the existing RN and ancillary staffing formulas for inpatient and outpatient units staffing formulas and recommend changes as necessary.
- (f) Monitor the effectiveness of staffing guidelines and staffing formulas for inpatient and outpatient units in relationship to patient care, patient acuity, safety, physical layout of the unit, and the work environment.
- (g) Evaluate staffing guidelines and staffing formulas for inpatient and outpatient units and recommend changes to accommodate future staffing needs.
- (h) Overtime Management: The parties agree that it is desirable to reduce excessive overtime. To this end, the Staffing Council will review on a monthly basis the overtime, call in (emergency call and worked on call) hours and agency hours for each unit/department.
- (i) If a unit's/department's combined overtime and call-in hours exceed four percent (4%) of total hours worked for two (2) consecutive pay periods, then a meeting will be held expeditiously and attended by the Employer's CFO, CNO, and Vice President of Human Resources to identify the cause(s) of the overtime/call-in hour usage and develop an action plan to address the situation.

The Staffing Council will use consensus to make all decisions and base all its decisions, actions and recommendations on the best available internal and external information.

Consistent with the procedure set forth in Article 31.2, the Staffing Council will meet within sixty (60) days of ratification of this Agreement to review the staffing guidelines for the following units: 3 South, 3 West, 3 Chi, 4 Chi, 5 South, CCU and Geropsych.

In addition, consistent with the procedure set forth in Article 31.2, the Staffing Council will meet within ninety (90) days of ratification of this Agreement to review the staffing guidelines for the following units: 3 North, 6 South, Separating 1E and 2E, Pre-Op Visit and ED.

### Section 31.3. Penalty for Short Staffing

- (a) The parties have agreed to the current staffing guidelines which shall be the minimum standards for RN and ancillary staffing for inpatient nursing units at McLaren Greater Lansing.
- (b) The parties recognize that many factors (including but not limited to changes in patient

census, acuity, unplanned RN absences, and/or time off) affect the ability of a unit to maintain the established staffing guidelines. The parties acknowledge that the Employer will make reasonable efforts to maintain the established guidelines in responding to unforeseen circumstances.

- (c) The Charge Nurse shall not be counted as part of the staff for purposes of the staffing guidelines.
- (d) If the SRP determines that the Employer did not maintain the staffing established in the guidelines the Employer will contribute \$200 per each understaffed unit for which the guidelines were not met.
- (e) The penalty will be equally distributed as a lump sum payment among the RNs and ancillary staff who worked on that unit and shift. The payment shall be made in the affected employee(s) paycheck following approval of the penalty. The short staffing penalty will not apply if 25% or more of RNs and/or ancillary staff for a particular unit calls in on a shift.
- (f) If the short staffing is due to ancillary staff unscheduled absences in the unit on that day, the Employer shall have the following options:
  - i. Replace the ancillary staff absent with another ancillary staff.
  - ii. Replace the ancillary staff call in with an RN
  - iii. Pay the short staffing penalty.

Section 31.4. Resolution Process. The parties recognize the importance of prompt and effective resolution of concerns about RN and ancillary staffing issues and hereby establish the Staffing Resolution Process as the exclusive mechanism for responding to and resolving RN staffing issues.

- (a) Definition. A “Staffing Issue” is a complaint that the actual RN or ancillary staffing in a specific patient care environment during a specific shift did not meet the current staffing guidelines. Staffing is based on the census and, roster data, at any time during the shift. If the Staffing Issue has not been resolved within four (4) hours of notification, it is deemed an understaffed situation. If Scheduling knowingly short-staffs a unit at the beginning of the shift, that will serve as notification.
- (b) When a Staffing Issue arises, the RN is required to first discuss the complaint or concern with her/his manager (or house supervisor where appropriate) to attempt to resolve the Staffing Issue during the shift. A Union representative may be involved in the discussion, if requested by the RN. Any resolution of the Staffing Issue must be consistent with this Agreement and will not be considered as a binding precedent for any purpose.
- (c) If such a discussion does not satisfactorily resolve the RN Staffing Issue, the RN may appeal the Staffing Issue to the Staffing Resolution Panel. The appeal shall be in writing

and occur within five (5) working days of the response from the manager.

Section 31.5. Staffing Resolution Panel. The Staffing Council will establish a Staffing Resolution Panel to hear any Staffing Issues that have arisen and have not been resolved by the Patient Care Manager.

- (a) The Staffing Resolution Panel (“SRP”) will establish a monthly schedule to hear any Staffing Issues. A Staffing Issue appealed to the SRP within five (5) working days of a meeting will be held for the following meeting to permit adequate time for preparation and scheduling of individuals necessary for the issue in question.
- (b) Composition of the SRP. Representatives on the SRP will be Staffing Council members in good standing, according to the Staffing Council’s operating guidelines. The Union and the Employer will select their own representatives for each SRP meeting. SRP representatives may change from issue to issue to ensure that the representatives have adequate familiarity with the working environment in the area where the Staffing Issue arose. Panels will be convened by the co-chairs consistent with the following guidelines:
  - i. The SRP will consist of four (4) bargaining unit representatives and three (3) employer representatives
  - ii. An RN, Union Representative or manager who presents the facts of a particular staffing issue to the SRP may not be a representative to hear a specific case.
- (c) SRP Guidelines. The following guidelines will apply to SRP meetings.
  - i. A non voting Human Resources representative will facilitate the SRP meeting
  - ii. The Employer and/or the Union will provide all reasonable information requested by the SRP that will aid in the Panel’s decision-making.
  - iii. The Employer will release the RN representatives and SRP members from work to attend SRP meeting and shall pay the RNs for their hours worked at the meetings.
  - iv. Decisions of the SRP must be consistent with this Agreement and based on facts and data.
  - v. Any final decision of the SRP must have the affirmative support of the majority of the SRP representatives as indicated by a vote. A quorum shall be at least five (5) members of the SRP.
  - vi. Unless waived by all members of the SRP, members of the SRP will be given at least 72 hours prior notice of any meetings.
  - vii. The SRP co-chairs will provide a written decision regarding the Staffing Issue to

the RN, the Union, and Management within five (5) working days after the SRP meeting.

- viii. If a staffing issue is initially scheduled for consideration by the SRP within 60 days of the filing of the short staffing form, the complainant or designee must attend the SRP. If the staffing issue is scheduled for consideration by the SRP more than 60 days after the filing of the short staffing form, the complainant may attend, participate via conference call, send written information, or have a designee present on his or her behalf. If the SRP believes that there is not enough information to decide the issue, it may hold the issue for the following meeting. If the nurses involved do not assist in obtaining needed information, the SRP may deny the complaint.
- (d) Decisions of the SRP regarding Staffing Issues are final and binding on all parties.
- (e) If the Employer or the Union alleges that the procedures set forth in this Article have not been followed or that a final and binding decision of an SRP has not been implemented by the Employer, the Employer or the Union may file a grievance pursuant to Section 5, Grievance and Arbitration Procedure. A claim alleging failure to follow the procedure may be initiated at step two of the grievance procedure. A claim alleging failure to implement an SRP decision may be initiated at step three of the grievance procedure. The arbitrator's authority is limited to finding the grievance to be without merit and denying it, or entering an order that the procedure be followed or the SRP decision be implemented.

#### Section 31.6. SDS, Phase II, PACU and OR Guidelines.

- (a) In order to provide quality and safe patient care the Employer agrees to provide the following staffing levels for SDS and PACU Phase I & Phase II, and OR. The staffing penalties shall not apply to SDS and PACU Phase I & Phase II and OR.
- (b) SDS and PACU Guidelines - The employer shall maintain staffing levels recommended by the American Society of Peri-Anesthesia Nurses Organization.
- (c) Operating Room Guidelines - The employer shall maintain staffing levels for the operating rooms recommended by the Association of Operating Room Nurses Organization.

#### Section 31.7 Emergency Department Staffing Tool

- (a) The Employer together with the UBC or Closed Unit Committee will work together in utilizing the Emergency Nurses Association (ENA) staffing tool.

#### Section 31.8 Birthing Center

- (a) The Employer shall maintain staffing levels recommended by the Association Of

Women's Health, Obstetric, and Neonatal Nurses ("AWHONN") Guidelines.

### 1 East / 2 East Staffing Guidelines

DAILY CENSUS	RN	NA/UA	UC/UA	RN Assignment
5	2	0.67	0	2,3
6	2	0.67	0	3,3
7	2	0.67	0	3,4
8	2	1	0	4,4
9	2	1	0	4,5
10	2	1	1	5,5
11	3	1	1	4,4,3
12	3	1	1	4,4,4
13	3	2	1	4,4,5
14	3	2	1	4,5,5
15	3	2	1	5,5,5
16	4	2	1	4,4,4,4
17	4	2	1	4,4,4,5
18	4	2	1	4,4,5,5
19	4	2	1	4,5,5,5
20	5	2	1	4,4,4,4,4
21	5	2	1	4,4,4,4,5
22	5	3	1	4,4,4,5,5
23	5	3	1	4,4,5,5,5
24	5	3	1	4,5,5,5,5
25	5	3	1	5,5,5,5,5
26	6	3	1	4,4,4,4,5,5
27	6	3.33	1	4,4,4,5,5,5
28	6	3.33	1	4,4,5,5,5,5
29	6	3.33	1	4,5,5,5,5,5
30	7	3.33	2	4,4,4,4,4,5,5
31	7	3.33	2	4,4,4,4,5,5,5
32	7	3.33	2	4,4,4,5,5,5,5
33	7	3.33	2	4,4,5,5,5,5,5

NIGHTLY CENSUS	RN	NA/UA	UC/UA	RN Assignment
5	2	0	0	3,2
6	2	0	0	3,3
7	2	1	0	3,4
8	2	1	0	4,4
9	2	1	0	4,5
10	2	1	0.33	5,5
11	2	1	0.33	5,6
12	2	1	0.33	6,6
13	3	1	0.33	4,4,5
14	3	2	0.33	4,5,5
15	3	2	0.33	5,5,5
16	3	2	0.33	5,5,6
17	3	2	0.33	5,6,6
18	3	2	0.33	6,6,6
19	4	2	0.33	4,5,5,5
20	4	2	0.33	5,5,5,5
21	4	2	0.33	5,5,5,6
22	4	2	0.33	5,5,6,6
23	4	2.33	0.33	5,6,6,6
24	4	2.33	0.33	6,6,6,6
25	5	2.33	0.33	5,5,5,5,5
26	5	2.33	0.33	5,5,5,5,6
27	5	2.33	0.33	5,5,5,6,6
28	5	3.33	0.33	5,5,6,6,6
29	5	3.33	0.33	5,6,6,6,6
30	5	3.33	0.33	6,6,6,6,6
31	6	3.33	0.33	5,5,5,5,5,6
32	6	3.33	0.33	5,5,5,5,6,6
33	6	3.33	0.33	5,5,5,6,6,6

The following criteria are utilized in conjunction with the above to determine staffing levels at any given time:

- \* Patients' status
- \* Complexity of patient's condition and required patient care
- \* Environment in which the nursing care is provided
- \* Type of technology employed in providing nursing care
- \* Relevant infection control and safety issues
- \* Competence of the nursing staff member who is to provide care
- \* Degree of supervision required by and available to the individual
- \* Number and mix of nursing staff
- \* Mode of nursing care delivery

## 2 Southeast Oncology Staffing Guidelines

DAILY CENSUS	RN	NA/UA	UC/UA	RN Assignment
10	2	1 OR	1	5,5
11	3	1 OR	1	5,6
12	3	1 OR	1	4,4,4
13	3	1 OR	1	4,4,5
14	3	1	1	4,5,5
15	3	2	1	5,5,5
16	4	2	1	5,5,6
17	4	2	1	4,4,4,5
18	4	2	1	4,4,5,5
19	4	2	1	4,5,5,5
20	4	2	1	5,5,5,5
21	5	2	1	4,4,4,4,5
22	5	3	1	4,4,4,5,5
23	5	3	1	4,4,5,5,5
24	5	3	1	4,5,5,5,5

NIGHTLY CENSUS	RN	NA/UA	UC/UA	RN Assignment
10	2	1	0	5,5
11	2	1	0	5,6
12	2	1	0	6,6
13	3	1	0	4,4,5
14	3	1	0	4,5,5
15	3	1	0.33	5,5,5
16	3	1	0.33	5,5,6
17	3	2	0.33	5,6,6
18	4	2	0.33	4,4,5,5
19	4	2	0.33	4,5,5,5
20	4	2	0.33	5,5,5,5
21	4	2	0.33	5,5,5,6
22	4	2	0.33	5,5,6,6
23	4	2	0.33	5,6,6,6
24	4	2	0.33	6,6,6,6

The following criteria are utilized in conjunction with the above to determine staffing levels at any given time:

- \* Patients' status
- \* Complexity of patient's condition and required patient care
- \* Environment in which the nursing care is provided
- \* Type of technology employed in providing nursing care
- \* Relevant infection control and safety issues
- \* Competence of the nursing staff member who is to provide care
- \* Degree of supervision required by and available to the individual
- \* Number and mix of nursing staff
- \* Mode of nursing care delivery



### 3 South Staffing Guidelines

DAILY CENSUS	RN	NA/UA	UC/UA	RN Assignment
10	2	1 OR	1	5,5
11	3	1 OR	1	3,4,4
12	3	1 OR	1	4,4,4
13	3	1 OR	1	4,4,5
14	3	1 OR	1	4,5,5
15	3	2	1	5,5,5
16	4	2	1	4,4,4,4
17	4	2	1	4,4,4,5
18	4	2	1	4,4,5,5
19	4	2	1	4,5,5,5
20	4	2	1	5,5,5,5
21	5	3	1	4,4,4,4,5
22	5	3	1	4,4,4,5,5
23	5	3	1	4,4,5,5,5
24	5	3	1	4,5,5,5,5
25	6	3	1	5,5,5,5,5
26	6	3	1	4,4,4,4,5,5
27	6	3	1	4,4,4,5,5,5
28	6	3	1	4,4,5,5,5,5
29	6	3	1	4,5,5,5,5,5
30	6	3	1	5,5,5,5,5,5

NIGHTLY CENSUS	RN	NA/UA	UC/UA	RN Assignment
10	2	1	0.33	5,5
11	2	1	0.33	5,6
12	2	1	0.33	6,6
13	3	1	0.33	4,4,5
14	3	1	0.33	4,5,5
15	3	1	0.33	5,5,5
16	3	2	0.33	5,5,6
17	3	2	0.33	5,6,6
18	3	2	0.33	6,6,6
19	4	2	0.33	4,5,5,5
20	4	2	0.33	5,5,5,5
21	4	2	0.33	5,5,5,6
22	4	2	0.33	5,5,6,6
23	4	2	0.33	5,6,6,6
24	4	2	0.33	6,6,6,6
25	5	3	0.33	5,5,5,5,5
26	5	3	0.33	5,5,5,5,6
27	5	3	0.33	5,5,5,6,6
28	5	3	0.33	5,5,6,6,6
29	5	3	0.33	5,6,6,6,6
30	5	3	0.33	6,6,6,6,6

The following criteria are utilized in conjunction with the above to determine staffing levels at any given time:

- \* Patients' status
- \* Complexity of patient's condition and required patient care
- \* Environment in which the nursing care is provided
- \* Type of technology employed in providing nursing care
- \* Relevant infection control and safety issues
- \* Competence of the nursing staff member who is to provide care
- \* Degree of supervision required by and available to the individual
- \* Number and mix of nursing staff
- \* Mode of nursing care delivery

### 3 West Secured Unit Staffing Guidelines

DAILY CENSUS	RN	NA/UA	UA/UC	RN Assignment
4	1	1 or	1	4
5	2	1 or	1	2,3
6	2	1 or	1	3,3
7	2	1 or	1	3,4
8	2	1 or	1	4,4
9	3	1 or	1	3,3,3
10	3	1	1	3,3,4
11	3	1	1	3,4,4
12	3	1	1	4,4,4

NIGHTLY CENSUS	RN	NA/UA	UA/UC	RN Assignment
4	2	0	0.33	2,2
5	2	0	0.33	2,3
6	2	0	0.33	3,3
7	2	0	0.33	3,4
8	2	1	0.33	4,4
9	2	1	0.33	4,5
10	2	1	0.33	5,5
11	3	1	0.33	3,4,4
12	3	1	0.33	4,4,4

The following criteria are utilized in conjunction with the above to determine staffing levels at any given time:

- \* Patients' status
- \* Complexity of patient's condition and required patient care
- \* Environment in which the nursing care is provided
- \* Type of technology employed in providing nursing care
- \* Relevant infection control and safety issues
- \* Competence of the nursing staff member who is to provide care
- \* Degree of supervision required by and available to the individual
- \* Number and mix of nursing staff
- \* Mode of nursing care delivery

### 3 Chi Staffing Guidelines

DAILY CENSUS	RN	NA/UA	UC/UA	RN Assignment
8	2	1 OR	1	4,4
9	3	1 OR	1	3,3,3
10	3	1	1	3,3,4
11	3	1	1	3,4,4
12	3	1	1	4,4,4
13	4	1	1	3,3,3,4
14	4	2	1	3,3,4,4
15	4	2	1	3,4,4,4
16	4	2	1	4,4,4,4
17	5	2	1	3,3,3,4,4

NIGHTLY CENSUS	RN	NA/UA	UC/UA	RN Assignment
8	2	1	0.33	4,4
9	2	1	0.33	4,5
10	2	1	0.33	5,5
11	3	1	0.33	3,4,4
12	3	1	0.33	4,4,4
13	3	1	0.33	4,4,5
14	3	1	0.33	4,5,5
15	3	2	0.33	5,5,5
16	4	2	0.33	4,4,4,4
17	4	2	0.33	4,4,4,5

The following criteria are utilized in conjunction with the above to determine staffing levels at any given time:

- \* Patients' status
- \* Complexity of patient's condition and required patient care
- \* Environment in which the nursing care is provided
- \* Type of technology employed in providing nursing care
- \* Relevant infection control and safety issues
- \* Competence of the nursing staff member who is to provide care
- \* Degree of supervision required by and available to the individual
- \* Number and mix of nursing staff
- \* Mode of nursing care delivery

#### 4 Chi Staffing Guidelines

DAILY CENSUS	RN	NA/UA	UC/UA	RN Assignment
17	5	2	1	4,4,3,3,3
18	5	2	1	4,4,4,3,3
19	5	2	1	4,4,4,4,3
20	5	2	1	4,4,4,4,4
21	6	2	1	4,4,4,3,3,3
22	6	2	1	4,4,4,4,3,3
23	6	2	1	4,4,4,4,4,3
24	6	2	1	4,4,4,4,4,4
25	7	3	1	4,4,4,4,3,3,3
26	7	3	1	4,4,4,4,4,3,3
27	7	3	1	4,4,4,4,4,4,3
28	7	3	1	4,4,4,4,4,4,4
29	8	3	1	4,4,4,4,4,3,3,3
30	8	3	1	4,4,4,4,4,4,3,3

NIGHTLY CENSUS	RN	NA/UA	UC/UA	RN Assignment
17	4	1	0.33	4,4,4,5
18	4	2	0.33	4,4,5,5
19	4	2	0.33	4,5,5,5
20	4	2	0.33	5,5,5,5
21	5	2	0.33	4,4,4,4,5
22	5	2	0.33	4,4,4,5,5
23	5	2	0.33	4,4,5,5,5
24	5	2	0.33	4,5,5,5,5
25	5	2	0.33	5,5,5,5,5
26	6	2	0.33	4,4,4,4,5,5
27	6	2	0.33	4,4,4,5,5,5
28	6	3	0.33	4,4,5,5,5,5
29	6	3	0.33	4,5,5,5,5,5
30	6	3	0.33	5,5,5,5,5,5

The following criteria are utilized in conjunction with the above to determine staffing levels at any given time:

- \* Patients' status
- \* Complexity of patient's condition and required patient care
- \* Environment in which the nursing care is provided
- \* Type of technology employed in providing nursing care
- \* Relevant infection control and safety issues
- \* Competence of the nursing staff member who is to provide care
- \* Degree of supervision required by and available to the individual
- \* Number and mix of nursing staff
- \* Mode of nursing care delivery

#### 4 Main Staffing Guidelines

DAILY CENSUS	RN	NA/UA	UC/UA	RN Assignment
12	3	1	1	4,4,4
13	4	2	1	4,3,3,3
14	4	2	1	4,4,3,3
15	4	2	1	4,4,4,3
16	4	2	1	4,4,4,4
17	5	2	1	4,4,3,3,3
18	5	2	1	4,4,4,3,3
19	5	2	1	4,4,4,4,3
20	5	2	1	4,4,4,4,4
21	6	2	1	4,4,4,3,3,3
22	6	2	1	4,4,4,4,3,3
23	6	2	1	4,4,4,4,4,3
24	6	2	1	4,4,4,4,4,4
25	7	3	1	4,4,4,4,3,3,3
26	7	3	1	4,4,4,4,4,3,3
27	7	3	1	4,4,4,4,4,4,3
28	7	3	1	4,4,4,4,4,4,4
29	8	3	1	4,4,4,4,4,3,3,3
30	8	3	1	4,4,4,4,4,4,3,3
31	8	3	1	4,4,4,4,4,4,4,3
32	8	3	1	4,4,4,4,4,4,4,4
33	9	3	2	4,4,4,4,4,4,3,3,3
34	9	3	2	4,4,4,4,4,4,4,3,3
35	9	3	2	4,4,4,4,4,4,4,4,3
36	9	3	2	4,4,4,4,4,4,4,4,4
37	10	4	2	4,4,4,3,3,3,3,3,3,3
38	10	4	2	4,4,4,4,3,3,3,3,3,3
39	10	4	2	4,4,4,4,4,3,3,3,3,3
40	10	4	2	4,4,4,4,4,4,3,3,3,3

NIGHTLY CENSUS	RN	NA/UA	UC/UA	RN Assignment
12	3	1	0.33	4,4,4
13	3	2	0.33	5,4,4
14	3	2	0.33	5,5,4
15	3	2	0.33	5,5,5
16	4	2	0.33	4,4,4,4
17	4	2	0.33	5,4,4,4
18	4	2	0.33	5,5,4,4
19	4	2	0.33	5,5,5,4
20	4	2	0.33	5,5,5,5
21	5	2	0.33	5,4,4,4,4
22	5	2	0.33	5,5,4,4,4
23	5	2	0.33	5,5,5,4,4
24	5	2	0.33	5,5,5,5,4
25	5	2	0.33	5,5,5,5,5
26	6	2	0.33	5,5,4,4,4,4
27	6	3	0.33	5,5,5,4,4,4
28	6	3	0.33	5,5,5,5,4,4
29	6	3	0.33	5,5,5,5,5,4
30	6	3	0.33	5,5,5,5,5,5
31	7	3	0.33	5,5,5,4,4,4,4
32	7	3	0.33	5,5,5,5,4,4,4
33	7	3	0.33	5,5,5,5,5,4,4
34	7	3	0.33	5,5,5,5,5,5,4
35	7	3	0.33	5,5,5,5,5,5,5
36	8	3	0.33	5,5,5,5,4,4,4,4
37	8	3	0.33	5,5,5,5,5,4,4,4
38	8	3	0.33	5,5,5,5,5,5,4,4
39	8	3	0.33	5,5,5,5,5,5,5,4
40	8	3	0.33	5,5,5,5,5,5,5,5

The following criteria are utilized in conjunction with the above to determine staffing levels at any given time:

- \* Patients' status
- \* Complexity of patient's condition and required patient care
- \* Environment in which the nursing care is provided
- \* Type of technology employed in providing nursing care
- \* Relevant infection control and safety issues
- \* Competence of the nursing staff member who is to provide care
- \* Degree of supervision required by and available to the individual
- \* Number and mix of nursing staff
- \* Mode of nursing care delivery

### 5 South Staffing Guidelines

DAILY CENSUS	RN	NA/UA	UA/UC	RN Assignment
8	2	1 OR	1	4,4
9	2	1 OR	1	4,5
10	2	1	1	5,5
11	3	1	1	3,4,4
12	3	1	1	4,4,4
13	3	1	1	4,4,5
14	3	1	1	4,5,5
15	3	1	1	5,5,5
16	4	2	1	4,4,4,4
17	4	2	1	4,4,4,5

NIGHTLY CENSUS	RN	NA/UA	UA/UC	RN Assignment
8	2	1	0.33	4,4
9	2	1	0.33	4,5
10	2	1	0.33	5,5
11	2	1	0.33	5,6
12	2	1	0.33	6,6
13	3	1	0.33	4,4,5
14	3	1	0.33	4,5,5
15	3	1	0.33	5,5,5
16	3	2	0.33	5,5,6
17	3	2	0.33	5,6,6

The following criteria are utilized in conjunction with the above to determine staffing levels at any given time:

- \* Pediatric patients 1:3-4 (nurse to patient ratio)
- \* Adult Medical-Surgical patients 1:5-6
- \* If the unit census is 3-4 pediatric patients, a Registered Nurse and a Unit Assistant may be appropriate staffing after taking into consideration the criteria listed below.
- \* Patients' status
- \* Complexity of patient's condition and required patient care
- \* Environment in which the nursing care is provided
- \* Type of technology employed in providing nursing care
- \* Relevant infection control and safety issues
- \* Competence of the nursing staff member who is to provide care
- \* Degree of supervision required by and available to the individual
- \* Number and mix of nursing staff
- \* Mode of nursing care delivery

### 6 South Staffing Guidelines

DAILY CENSUS	RN	NA/UA	UC/UA	RN Assignment
15	4	2	1	4,4,4,3
16	4	2	1	4,4,4,4
17	4	2	1	4,4,4,5
18	5	2	1	4,4,4,3,3
19	5	2	1	4,4,4,4,3
20	5	2	1	4,4,4,4,4
21	6	2	1	4,4,4,3,3,3
22	6	3	1	4,4,4,4,3,3
23	6	3	1	4,4,4,4,4,3
24	6	3	1	4,4,4,4,4,4
25	6	3	1	4,4,4,4,4,5

NIGHTLY CENSUS	RN	NA/UA	UC/UA	RN Assignment
15	3	1	0.33	5,5,5
16	4	1	0.33	4,4,4,4
17	4	2	0.33	4,4,4,5
18	4	2	0.33	4,4,5,5
19	4	2	0.33	4,5,5,5
20	4	2	0.33	5,5,5,5
21	5	2	0.33	4,4,4,4,5
22	5	2	0.33	4,4,4,5,5
23	5	2	0.33	4,4,5,5,5
24	5	2	0.33	4,5,5,5,5
25	5	2	0.33	5,5,5,5,5

The following criteria are utilized in conjunction with the above to determine staffing levels at any given time:

- \* Patients' status
- \* Complexity of patient's condition and required patient care
- \* Environment in which the nursing care is provided
- \* Type of technology employed in providing nursing care
- \* Relevant infection control and safety issues
- \* Competence of the nursing staff member who is to provide care
- \* Degree of supervision required by and available to the individual
- \* Number and mix of nursing staff
- \* Mode of nursing care delivery

## 6 North Staffing Guidelines

DAILY CENSUS	RN	NA/UA	UC/UA	RN Assignment
12	3	1	1	4,4,4
13	4	1	1	3,3,3,4
14	4	1	1	3,3,4,4
15	4	1	1	3,4,4,4
16	4	1	1	4,4,4,4
17	5	2	1	4,4,3,3,3
18	5	2	1	4,4,4,3,3
19	5	2	1	4,4,4,4,3
20	5	2	1	4,4,4,4,4
21	6	2	1	4,4,4,3,3,3
22	6	2	1	4,4,4,4,3,3
23	6	2	1	4,4,4,4,4,3
24	6	2	1	4,4,4,4,4,4
25	7	3	1	4,4,4,4,3,3,3
26	7	3	1	4,4,4,4,4,3,3
27	7	3	1	4,4,4,4,4,4,3
28	7	3	1	4,4,4,4,4,4,4
29	8	3	1	4,4,4,4,4,3,3,3
30	8	3	1	4,4,4,4,4,4,3,3

NIGHTLY CENSUS	RN	NA/UA	UC/UA	RN Assignment
12	3	1	0.33	4,4,4
13	3	1	0.33	4,4,5
14	3	1	0.33	4,5,5
15	3	1	0.33	5,5,5
16	4	1	0.33	4,4,4,4
17	4	2	0.33	5,4,4,4
18	4	2	0.33	5,5,4,4
19	4	2	0.33	5,5,5,4
20	4	2	0.33	5,5,5,5
21	5	2	0.33	5,4,4,4,4
22	5	2	0.33	5,5,4,4,4
23	5	2	0.33	5,5,5,4,4
24	5	2	0.33	5,5,5,5,4
25	5	2	0.33	5,5,5,5,5
26	6	2	0.33	5,5,4,4,4,4
27	6	3	0.33	5,5,5,4,4,4
28	6	3	0.33	5,5,5,5,4,4
29	6	3	0.33	5,5,5,5,5,4
30	6	3	0.33	5,5,5,5,5,5

The following criteria are utilized in conjunction with the above to determine staffing levels at any given time:

- \* Patients' status
- \* Complexity of patient's condition and required patient care
- \* Environment in which the nursing care is provided
- \* Type of technology employed in providing nursing care
- \* Relevant infection control and safety issues
- \* Competence of the nursing staff member who is to provide care
- \* Degree of supervision required by and available to the individual
- \* Number and mix of nursing staff
- \* Mode of nursing care delivery



**Critical Care Unit (CCU)**

DAILY CENSUS	RN	NA/UA	UC/UA	RN Assignment
4	2	1 OR	1	2,2
5	3	1 OR	1	2,2,1
6	3	1	1	2,2,2
7	4	1	1	2,2,2,1
8	4	1	1	2,2,2,2
9	5	1	1	2,2,2,2,1
10	5	1	1	2,2,2,2,2
11	6	1	1	2,2,2,2,2,1
12	6	1	1	2,2,2,2,2,2
13	7	1.5	1	2,2,2,2,2,2,1
14	7	1.5	1	2,2,2,2,2,2,2
15	8	1.5	1	2,2,2,2,2,2,2,1
16	8	1.5	1	2,2,2,2,2,2,2,2

NIGHTLY CENSUS	RN	NA/UA	UC/UA	RN Assignment
4	2	1	0.33	2,2
5	3	1	0.33	2,2,1
6	3	1	0.33	2,2,2
7	4	1	0.33	2,2,2,1
8	4	1	0.33	2,2,2,2
9	5	1	0.33	2,2,2,2,1
10	5	1	0.33	2,2,2,2,2
11	6	1	0.33	2,2,2,2,2,1
12	6	1	0.33	2,2,2,2,2,2
13	7	1	0.33	2,2,2,2,2,2,1
14	7	1	0.33	2,2,2,2,2,2,2
15	8	1	0.33	2,2,2,2,2,2,2,1
16	8	1	0.33	2,2,2,2,2,2,2,2

**Variables are: Patients who require 1:1 ratio will increase MH/SU on both shifts.**

The following criteria are utilized in conjunction with the above to determine staffing levels at any given time:

- \* Patients' status
- \* Complexity of patient's condition and required patient care
- \* Environment in which the nursing care is provided
- \* Type of technology employed in providing nursing care
- \* Relevant infection control and safety issues
- \* Competence of the nursing staff member who is to provide care
- \* Degree of supervision required by and available to the individual
- \* Number and mix of nursing staff
- \* Mode of nursing care delivery

### Geropsych

DAILY CENSUS	RN	Psych Tech	UC/UA	RN Assignment
1	2	0	0	1,0
2	2	0	0	1,1
3	2	0	0	1,2
4	2	0	0	2,2
5	2	0	0.67	2,3
6	2	0	0.67	3,3
7	2	0.67	1	3,4
8	2	0.67	1	4,4
9	2	1.67	1	4,5
10	2	1.67	1	5,5
11	2	3	0.67	5,6
12	2	3	0.67	6,6
13	2	3	0.67	6,7
14	3	3	0.67	4,5,5
15	3	3	0.67	5,5,5
16	3	3	0.67	5,5,6
17	3	3	0.67	5,6,6
18	4	4	0.67	4,4,5,5
19	4	4	0.67	4,5,5,5
20	4	4	0.67	5,5,5,5

NIGHTLY CENSUS	RN	Psych Tech	UC/UA	RN Assignment
1	2	0	0	1,0
2	2	0	0	1,1
3	2	0	0	1,2
4	2	0	0	2,2
5	2	0	0	2,3
6	2	0	0	3,3
7	2	1	0	3,4
8	2	1	0	4,4
9	2	1.33	0	4,5
10	2	1.33	0	5,5
11	2	2	0	5,6
12	2	2.33	0	6,6
13	2	2.33	0	6,7
14	2	2.33	0	7,7
15	3	2.33	0	5,5,5
16	3	3	0	5,5,6
17	3	3	0	5,6,6
18	4	3	0	4,4,5,5
19	4	3	0	4,5,5,5
20	4	3	0	5,5,5,5

The following criteria are utilized in conjunction with the above to determine staffing levels at any given time:

- \* Patients' status
- \* Complexity of patient's condition and required patient care
- \* Environment in which the nursing care is provided
- \* Type of technology employed in providing nursing care
- \* Relevant infection control and safety issues
- \* Competence of the nursing staff member who is to provide care
- \* Degree of supervision required by and available to the individual
- \* Number and mix of nursing staff
- \* Mode of nursing care delivery

## Article 32: ATTENDANCE

Section 32.1 The parties agree that regular attendance is necessary for quality patient care and affects department productivity and morale. In this regard the parties strive to provide a positive absenteeism control program to determine the underlying reason for absenteeism and to work out effective methods of encouraging good attendance habits.

Section 32.2 Attendance Infraction Definition. Each of the following is considered one (1) Attendance Infraction subject to disciplinary action and will progress the employee on the disciplinary steps as indicated in the chart below.

Unscheduled occurrences of absences of hours equal to three (3) regularly scheduled shifts each back rolling year from the date of the most recent absence for full-time RNs and unscheduled absences equal to total budgeted hours for part-time RNs.

Leaving early is included for the purposes of counting occurrences based on the number of hours of the shift that are not worked. For example, 12-hour shift employee works 4 hours of his/her shift, 8 hours count toward the accumulation of time under this Section.

Unless, the reason for the absence is:

- (a) Approved FML or other approved Leave of Absence.
- (b) Documentation by a licensed professional of a contagious or communicable disease of the employee that is transmitted regardless of standard precautions. Documentation must be presented to the Employee Health Department within 72 hours and be reasonably associated with the length of absence.
- (c) The employer, because of an exposure to a communicable disease, places employee off work.
- (d) An approved shift trade or the employee finds his/her own coverage that is approved by management. At manager discretion overtime may be approved for coverage.

Section 32.3 Discipline Steps for Attendance Infractions. Note: Absenteeism is considered a separate issue or “track” of disciplinary action and will not progress on other types of disciplinary actions the RN may receive.

Attendance Infractions	Discipline	Level
0-1	Clear Record	N/A
2	1 <sup>st</sup> written warning	1
3	2 <sup>nd</sup> written warning	2
4	3 <sup>rd</sup> written warning	3
5 and over	Termination	4

Section 32.4 The following are examples of performance and standard of conduct issues and may be subject to discipline under the Employer’s progressive discipline policy:

1. Tardiness is defined as reporting to the work station past the start of the Employee’s start time. It shall be the employees choice to use PTO or going without pay for punching after the official start time of their shift.

Tardies/rolling 12 month period	Discipline Steps
5	Counseling/mentoring which is not considered a disciplinary step.
7	1 step
8	1 step
10	1 step
12	1 step

An employee’s disciplinary record is reduced one level for each four (4) full consecutive pay periods with no incidents of failing to report to their work station at the start of his/her shift. The employee must request consideration for reduction under this section.

2. One (1) absence for which the supervisor was not properly notified prior to the start of the employee’s shift, including scheduled on call shifts.
3. One (1) absence on a day that was requested off and specifically denied unless the reason for the absence meets the criteria in Section 2 above in which case the absence will not count.
4. One (1) absence without calling in (no call/ no show), including scheduled on-call employees who do not report when on call or are unavailable while on-call.

NOTE: Three (3) day no call/no show is still considered job abandonment and may result in termination. See Loss of Seniority Section of this Agreement.

Section 32.5 Hardship. Occasionally, a hardship case may arise which should exempt an employee from discipline for absenteeism under this Section. A joint committee comprised of a Human Resource Representative or designee, another member of management, the Local 459 Service Representative or designee and the RN Chief Steward will determine eligibility for hardship exemption. A hardship is defined as an extraordinary circumstance of serious and emergent nature. A majority of the hardship committee must reach agreement to grant a hardship exemption. An approved hardship exemption will be reviewed periodically to determine whether or not to continue the exemption.

Section 32.6 Perfect Attendance Award.

RNs who have maintained a record free of any absence, except for those absences that are a result of an approved FML, in any immediate back rolling in a rolling six (6) month period will be eligible to be paid an amount equal to one shift of pay at the employees straight time hourly rate of pay for full-time employees and one half (1/2) shift of pay at the employee straight time hourly rate of pay for part time employees. The employee shall have the choice of the receiving the bonus as pay or banking the equivalent number of shift hours to their PTOs. A weekend only

employee (e.g. Baylor) who qualifies under this Section will receive one (1) shift of pay at their straight time hourly rate of pay. For the purposes of this Section, shift means the employee's shift designation in the Employer's payroll system. Part-time Baylor employees are not able to bank the time.

To be eligible for payment under this Section, the employee must submit an application form to their immediate Supervisor when they become eligible for receipt of the bonus. This shall include paying employees who submit a written request up to thirty (30) calendar days after ratification for an attendance bonus they were eligible for since March 10, 2012. Eligibility is based on a back-rolling calendar from the date the form is submitted. If payment eligibility is established, the calendar starts anew and eligibility for a subsequent payment cannot be established for at least 6 months.

The employee is responsible for keeping track of their eligibility for the bonus and for submitting their application as provided in the previous paragraph. The immediate Supervisor is responsible for making the necessary eligibility information available to the employee.

### **Article 33: ALTERATION OF AGREEMENT**

#### **Section 33.1. Alteration of Agreement and Waiver.**

- (a) No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be made by an employee or group of employees with the Employer, and no amendments or revisions of any of the terms or conditions contained herein shall be binding upon the parties hereto unless executed in writing by the parties hereto. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto, and such agreements shall be in full force and effect to the same extent as any other provisions of this Agreement.
- (b) The Employer and Union acknowledge that the Agreement, together with any letters of understanding and/or agreements embody the full understandings reached by the parties as to the wages, hours, benefits, and other terms and conditions of employment of all employees covered by this Agreement. Neither party is obligated to negotiate further on any matter covered by this Agreement.
- (c) Any provision of the Agreement which is held by the final order of a court of competent jurisdiction to be in violation of or contrary to municipal, state or federal acts, statutes, ordinances, regulations or orders, or revisions thereof, now effective, or which may become effective during the term of this Agreement, shall be considered void. In the event that any provision of this Agreement is thus voided, it is the express intent of the parties that all other non-affected provisions of this Agreement, letters of understanding and/or agreements, shall remain in full force and effect during the term of this Agreement.

## **Article 34: DURATION**

### Section 34.1. Term of the Agreement.

This Agreement shall be for the term beginning February 27, 2017, and terminating at 12:00 midnight, September 30, 2018. If either party desires to amend or modify this Agreement, notice of same shall be served on the other party ninety (90) days prior to the termination date stated herein. If neither party shall give notice to modify, this Agreement shall continue in effect until notice of modification is served on the other party, in which case this Agreement shall terminate ninety (90) days after receipt of said notice.

## **Article 35: DEPARTMENT AND UNITS DEFINED**

### Section 35.1 Unit Defined:

A Unit is defined as the individual cost centers.

### Section 35.2 Department Defined:

Departments with multiple units are:

<u>Department</u>	<u>Units</u>
1. Telemetry	3 Chi, 4 Chi, 4 Main, 3 North, 6 North, 6 South, Ortho, <u>Tele Floats</u>
2. Non telemetry	2 SE, 3 South, 5 South (including Peds), GEMS, <u>Med Surg Floats</u>
3. Surgical Services	OR, Phase 1 & Phase 2, SDS, POV
4. Outpatient Service	Infusion center, Radiology, PIC

All other units not listed above shall be considered separate departments unless mutually agreed to by the Union and the Employer.

### Section 35.3 Float:

A float who has worked 416 or more hours in one or more units in the previous twelve (12) months shall, for purposes of job bidding and for purposes of bumping within unit, be considered from each such unit .

A float who has not worked 416 or more hours in one or more units in the previous twelve (12) months but who has been a float for twelve (12) months or more, shall for purposes of bumping within unit be considered from the unit that the float worked the most hours in the previous twelve (12) months.

For purposes of MLCDOs and/or being Mandated to work a shift, a float shall be considered assigned to the unit that the float has worked the most in the previous twelve (12) months.

Section 35.4 Changing of Units or Departments:

If the employer desires to change, merge, or split units or departments, then the parties agree to meet to discuss the ways the work environment may need to change and to minimize the impact on employees.

## Letters of Understanding

### **(1) RN TENURE SHIFT DIFFERENTIAL**

- (a) The Attached list of bargaining unit RN's constitute all of employees eligible for a tenure shift differential.
- (b) No current or future employees who enter the bargaining unit shall be eligible for tenure shift differential.
- (c) If an employee on the attached list leaves the bargaining unit (i.e. goes to MCAP or to a Charge Nurse position) that employee will no longer be eligible for tenure shift differential when and if he/she returns to the bargaining unit.

<b>#</b>	<b>NAME</b>	<b>HIRE DATE</b>
1	Abbott, Susan	09/10/90
2	Armbrustmacher, Joan	02/18/91
3	Ashbay, Valli	03/15/76
4	Barker, Michelle	06/07/82
5	Baxter-Ezzo, Lynne	10/06/81
6	Becker, J. Leslie	04/15/91
7	Beggs, Mary Jo	03/20/84
8	Bosworth, Sue	07/13/81
9	Chase, Karen	11/12/90
10	Chopp, Lisa	03/21/84
11	Davidson, Patrocinia	10/04/83
12	Drier, Cindy	01/23/78
13	Flamme, Tracy J.	01/08/85
14	Gargano, Jackie T.	10/22/85
15	Goodman, Debra J.	08/07/89
16	Harris, Julie A.	06/02/97
17	Joslyn, Judy L.	09/06/83
18	Kain, Debra A.	04/21/75

19	Koren, Christine L.	12/11/89
20	Kurtz, Beatrice D.	02/01/88
21	Lewis, Cynthia A.	09/08/8 1
22	Lifsey, Sandra	06/21/71
23	Little, Karen	04/19/86
24	Mendoza, Sandra S.	06/01/83
25	Mitchell, Gertrude E.	03/20/84
26	Ornelas, Terrennce L.	03/19/90
27	O'Boyle, Diane M.	04/16/90
28	Palmer, Kathleen A.	02/21/84
29	Remsberg, Lee A.	04/22/86
30	Reule, John M.	05/07/79
31	Reznich, Pornpimol	02/12/90
32	Saunders, Beverly S.	04/30/9 1
33	Spyke, Julie K.	10/06/87
34	Tatroe, Barbara A.	06/24/80
35	VanHavel, Lisa L.	05/15/89
36	Veldman, Mary C.	07/02/90
37	Walker, Jennifer L.	04/19/82
38	Yost, Erika L.	03/19/90
39	Young, Teresa	Added by LOU

## **(2) TEMPORARY TRANSITIONAL TASK (T3)**

- (a) Bargaining unit employees who decline a T-3 may jeopardize his/her Workers' Compensation benefit. The employee may dispute the decision through the workers' compensation system. If workers' compensation upholds the discontinuation of workers' compensation, and if the employee is still on a Workers' Compensation Leave of Absence, the employee will be considered a voluntary termination.
- (b) T-3's shall not be used if it will cause an involuntary L.C.D.O., pull, or layoff of a bargaining unit employee.
- (c) Bargaining unit employees who accept a T-3 shall receive shift differential in accordance with the employee's contract.
- (d) Bargaining unit employees who accept a T-3 shall receive the benefits the employee received prior to her/his injury or illness and shall not be required to work more than the budgeted hours the employee had prior to his/her injury or illness.
- (e) The Union reserves the right to grieve if a bargaining unit employee who accepts a T-3



performs work in a higher classification.

### **(3) GEROPSYCH**

It is understood and agreed that if or when the Geropsych Unit moves off the Penn Campus, then it is the intent of the Employer that they will make efforts including to adopt Local 459 OPEIU's position in any jurisdictional dispute hearing to have Geropsych employees previously covered by Section 1 – Recognition to continue to be covered by Section 1 – Recognition and represented by Local 459 OPEIU.

### **(4) OTHER LETTERS OF UNDERSTANDING**

The parties agree to continue:

1. Letter of Understanding on Information Requests dated August 20<sup>th</sup>, 2002.
2. Letter of Understanding on Covert Surveillance Cameras dated December 4, 2006.
3. Letter of Understanding on Acting Administrative Nursing Supervisors and Interim Managers dated July 1, 2011.

## Appendix A

### McLaren Greater Lansing RN Wage Rates Effective 2/27/2017

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19
RN	27.47	28.19	28.94	29.66	30.39	31.12	31.84	32.59	33.31	34.04	34.77	35.50	36.24	36.96	37.70	38.47	39.22	39.97	41.17

**RN AGREEMENT**

**Local 459 of the Office & Professional  
Employees International Union, AFL-CIO**

**McLaren Greater Lansing**

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**Jeffrey Fleming, Service Representative, Lead  
Spokesperson**

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**Shela Khan-Monroe, Corporate Director Labor  
& Employment Relations, Lead Spokesperson**

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**Julie Murray, RN Chief Steward**

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**Amy Dorr, Vice President Human Resources  
Management Team**

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**Deb Disler, RN Bargaining Team**

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**Camille Jensen, Chief Nursing Officer  
Management Team**

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**Deb Douglass, RN Bargaining Team**

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**Tina Menzie, Senior Human Resources Consultant  
Management Team**

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**Malinda Green, RN Bargaining Team**

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**Julie Ashi, Patient Care Services  
Management Team**

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**Kyra Keusch, RN Bargaining Team**

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**Jo Ellyn Steele, RN Bargaining Team**

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**Theresa Wing, RN Bargaining Team**

