

Collective Bargaining Agreement
Between
Munson Medical Center
And
Michigan Nurses Association

March 23, 2022 – February 14, 2023

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AGREEMENT

This Agreement is made and entered into between the Michigan Nurses Association (the "Association") and Munson Medical Center (the "Medical Center"). This Agreement will be referenced as the 2022-23 Agreement.

ARTICLE 1 - RECOGNITION

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

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

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

ARTICLE 2 – PRN NURSES

- A. PRN nurses are those who work less regular schedules and supplement full and part time nurses to help meet varied patient needs at the Medical Center. PRN nurses are represented by the Union and part of the bargaining unit to the extent provided below:
 - 1. PRN A: Those who worked at least 480 hours at the Medical Center in the prior completed twenty-six (26) bi-weekly pay periods preceding the date of contract ratification (and the anniversary date of contract ratification every year thereafter) shall become members of the bargaining unit until the next anniversary date of the contract ratification.

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

discipline consistent with just cause; to carry out all other ordinary functions of management, whether or not exercised by the Medical Center prior to the execution of this Agreement and NLRB certification that led to this Agreement.

ARTICLE 4 - NON-DISCRIMINATION

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

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

ARTICLE 5 - PAYROLL DEDUCTION

- A. The Medical Center agrees to deduct Union dues from the pay of nurses covered by this Agreement upon receipt of an executed membership application. Payment of dues is not a required condition of employment.
- B. The dues shall be deducted in twelve (12) equal installments on the first payday of each month. Dues which are deducted shall be promptly sent to the Michigan Nurses Association.
- C. The amount of monthly dues must be certified in writing by the Union and delivered to the Medical Center prior to deduction of such dues. Subsequent changes in the amount of the monthly dues must be certified in writing by the Union and delivered to the Medical Center at least 30 days prior to the first payday to be affected by the change.
- D. The Union specifically agrees to make whatever adjustments are necessary directly with any nurse who may, as a result of this deduction procedure, pay more or less than the Union’s annual dues.
- E. Monthly Roster. The Medical Center will submit a list each month to MNA, with the transmission of deducted dues, with the names and employee number of nurses whom dues were deducted from and the amount deducted from the individual nurse. The roster shall also contain the total amount of dues deducted.
- F. Medical Center Held Harmless. The Union shall indemnify and hold harmless the Medical Center from any and all claims, demands, or any other actions arising from this Article.

ARTICLE 6 – SENIORITY

- A. System seniority and bargaining unit seniority are used as expressly provided for by this Agreement.

- B. Nurses working in a regular fulltime or part time position shall accrue System and Bargaining Unit Seniority. PRN C nurses shall accrue bargaining unit seniority but not system seniority. Other employees shall not accrue seniority. Nothing in this provision shall be construed as a guarantee of hours or that the Medical Center will utilize any particular type of position on any particular unit subject to layoff, low census, and other provisions of this Agreement.
- C. System seniority is used to calculate PTO accruals and otherwise as agreed in writing in this Agreement.
1. System seniority is the most recent date of hire in the Munson Healthcare System as defined below in a regular full or part time position in any classification. System seniority will be carried with the employee if he/she transfers to the Medical Center from a subsidiary of Munson Healthcare that is wholly or partially owned by Munson Healthcare (greater than 50%).
 2. System seniority is not carried with the employee if he/she transfers from a managed entity or a partially-owned subsidiary with Munson Healthcare ownership of 50% or less.
- D. Bargaining Unit Seniority. For regular full and part time nurses and PRN C nurses, Bargaining Unit Seniority is established as a nurse's most recent uninterrupted date of hire by Munson Medical Center as a full or part time nurse in one of these bargaining unit positions.
1. In the event two (2) or more nurses have the same date of hire in one of these positions in the bargaining unit, ties shall be broken based upon the earliest date of hire in the Munson Healthcare System. If a tie remains the nurse with the lowest last four digits of their State of Michigan nursing license shall prevail.
 2. For nurses on the payroll and in the bargaining unit as of the date of ratification of the 2019 Agreement, bargaining unit seniority will be retroactive to the most recent uninterrupted date of hire in a regular full time or part time nursing position even if prior to the date of the election that led to this Agreement.
- E. Bridging Seniority. When an employee returns to the bargaining unit and/or the Munson Healthcare System within one year, system and bargaining unit seniority may be bridged as follows.
1. A nurse's bargaining unit seniority and/or system seniority may be bridged only once during an employee's career, including where bridging was permitted prior to and/or outside of this Agreement following return to a non-bargaining unit position.
 2. To receive bridging, the employee must petition the Human Resources Department in writing within fourteen (14) days of return to the system. In that event, seniority is restored to the prior system and/or bargaining unit seniority

date adjusted to exclude the period of absence. For the purpose of processing the bridging petition, the Human Resources Department may request seniority records from the Union to compare to its own.

3. Bargaining unit and system seniority may both be bridged for the same break in seniority, but may not be bridged separately on two different occasions.
4. Approved bridges of a nurse's classification seniority that occurred prior to the ratification of the 2019 Agreement shall be credited towards the calculation of their bargaining unit seniority.

F. Introductory Period.

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

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

1. Resignation, including retirement.
2. Discharge for just cause.
3. A nurse's failure to return to work on the specified date following layoff or leave of absence absent good cause for the failure to return and good cause for any failure to notify the Medical Center if notice was not provided. A nurse permitted

to return to work notwithstanding late notice or return shall not lose seniority by virtue of this provision.

4. Acceptance of a non-bargaining unit position, except that a nurse who accepts a position within the Munson system and is permitted to return to a bargaining unit position within thirty (30) days may retain her or his bargaining unit seniority.
5. Failure to maintain licensure, including any grace period unless the nurse is terminated for just cause.
6. Absence from employment for any other reason, including a personal leave exceeding approved duration. Seniority shall not be lost under this provision for a longer period of leave required or granted under applicable law, including leave granted for military service under the USERRA, under the Family Medical Leave Act ("FMLA"), or as may reasonably be required as an accommodation for a qualified disability under applicable law, including for a workers compensation injury. Nothing in this section shall be read to require the Medical Center to grant a leave not required by law, but a nurse who returns to the Medical Center after a longer period of approved leave shall retain seniority.

ARTICLE 7 - SUBCONTRACTING

- A. General. The Medical Center will not subcontract when the subcontracting of bargaining unit work results in the loss of bargaining unit positions. Nothing in this Article shall preclude the Medical Center from continuing to utilize agency/contract, consultants, contractors, or other nurses employed by the Medical Center and its affiliates, as it has done in the past and/or as permitted by this Agreement. The Medical Center may not make other use of such resources without notifying and bargaining with the Union.
- B. Munson Healthcare Staffing Services.
 1. The Union agrees that it will not oppose the Medical Center's use of Munson Healthcare Staffing Service RNs to serve its non-bargaining unit contract RN roles (RN's who work on multiweek assignments for a defined period - typically 13 weeks or less) consistent with this Section established practices for the use of agency/contract RNs to meet seasonal and other temporary Medical Center needs (FMLA, worker's compensation, while seeking to fill a Medical Center nursing vacancy, facilitating nursing PTO and other voluntary leave time and/or other similar temporary needs) and otherwise as described in this Agreement.
 2. Munson Healthcare Staffing Service RN's are not intended and will not be used to diminish bargaining unit positions and work opportunities for Medical Center pool RNs or Medical Center PRN employees who are part of the bargaining unit.
 3. When filling other holes in the schedule not described in this Section or elsewhere in this Agreement with additional shifts after regular shifts have been selected and assigned and before the schedule is finalized, Medical Center bargaining unit nurses

shall have the first opportunity to volunteer and schedule reasonable additional shifts beyond their regular FTE commitments.

ARTICLE 8 - NEW HIRE ORIENTATION

- A. The Medical Center will allow a Union Steward and/or Union staff person up to thirty (30) minutes during the Medical Center's nursing orientation program to discuss the Union and the terms of the collective bargaining agreement with nurses being hired into the bargaining unit. Proper notice as provided in this Agreement will be provided if a Union staff person plans to attend orientation. For the first portion of the Union's presentation, a representative of the Medical Center may be present. For the remainder of the presentation, the Union may speak with nurses without a Medical Center representative in attendance. Presentations during orientation regarding the Union and the Medical Center will be professional in nature. At such orientations, the Union shall be allowed to distribute relevant materials, such as a list of Union Steward's, copies of this Agreement, and membership applications.

- B. The Medical Center will provide at least ten (10) calendar days' notice to the Union of the planned date of each nursing orientation prior to the start of the meeting will to the extent possible provide the names and departments of the nurse orientees expected to be in attendance.

ARTICLE 9 - CONFERENCE ROOMS

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

ARTICLE 10 - BULLETIN BOARDS

The Medical Center shall provide a bulletin board in a mutually agreed location near the Human Resources Office and the cafeteria for posting of notices and announcements regarding Union meetings, internal Union business, nursing education, social events and Agreement administration. If the Medical Center feels a posting on the bulletin board is outside of these topics it shall inform the Union and the Union will immediately remove the posting until the matter is resolved. This bulletin board will be secured by lock with a key given to the Union and one maintained by Human Resources.

ARTICLE 11 - MNA STAFF REPRESENTATIVE ACCESS

- A. MNA Staff Representatives shall be permitted to enter the Medical Center at reasonable times for the purposes of representing bargaining unit Registered Nurses, administering the Agreement, or fulfilling its representational role as permitted by the National Labor

Relations Act. MNA will designate a Staff Representative who will be responsible for union representative functions at Munson Medical Center. The Staff Representative shall provide reasonable advance notice to the Director of Human Resources or his/her designee of the desire to be on campus and notify the Director of Human Resources upon arrival. Should an MNA representative other than the designated Staff Representative require access to the Medical Center, the MNA Staff Representative will provide reasonable advance notice to the Director of Human Resources or his/her designee and follow these provisions as well.

1. MNA Staff Representatives will be permitted to use areas of the Medical Center open to the general public consistent with the use made of that area by other members of the public (for example, using a table to share a meal or have a conversation with a bargaining unit nurse), but will hold larger meetings with nurses in conference room spaces if made available by the Medical Center and will comply with lawful solicitation and distribution policies.
 2. Access to patient care areas and other areas not routinely open to the public will be granted to MNA Staff Representatives where reasonably necessary to administer the Agreement and where meetings in conference room space or off campus is not a reasonable substitute. Reasonable advance notice for access to these areas must be given to the Director of Human Resources or his/her designee at least three (3) business days in advance, or such reasonable shorter time as may be agreed upon. The Medical Center reserves the right to accompany Staff Representatives during visits to non-public areas other than meetings in assigned conference space arranged by the Medical Center.
- B. All MNA Staff Representatives will abide by patient confidentiality, infection control, and other reasonable Medical Center policies applicable to the areas he/she is visiting, and will not interfere with the work of any Medical Center employee or the normal operations of the Medical Center.

ARTICLE 12 - PERFORMANCE EVALUATIONS AND DISCIPLINE

- A. Performance evaluations/assessments. A formal performance evaluation shall be conducted after a nurse's initial introductory period, transfer, or promotion into a new position, and at least once every three (3) years thereafter. Nurses shall receive a copy of the completed performance evaluation. A nurse may add written comments regarding the performance evaluation. The completed performance evaluation, along with the nurse's comments, if any, shall be placed in the nurse's personnel file.
- B. Discipline. The Medical Center may not discipline or terminate a Nurse who has completed her or his introductory period (including any extension) without just cause.

- C. Progressive Discipline. The Medical Center will utilize progressive discipline for most offenses. Consistent with just cause, progressive discipline may include some or all of the following steps, among others, verbal counseling, written counseling and/or warnings, disciplinary suspensions without pay as part of final warning or otherwise, and termination of employment. Although the just cause standard continues to apply, the parties agree that there are serious offenses that may warrant termination for a first offense regardless of mitigating factors. These include, but are not limited to, workplace violence, theft, willful destruction of property, material falsification of records, abuse or neglect of a patient, violation of patient privacy, and a serious violation of Medical Center drug and alcohol policies.
- D. Personnel Files. Nurses will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to attach their own written statement to any disciplinary notice. Such statements, but not grievances, shall be attached to the disciplinary notice and placed in the personnel file. A nurse may sign the discipline to acknowledge receipt, but shall not be required to agree that discipline is warranted.
- E. Union Representation. A nurse, on her or his request, is entitled to have a Steward or other nurse present during an investigatory interview in which the nurse is required to participate that the nurse reasonably believes could result in her or his discipline. If the Steward or other nurse requested is not readily available or cannot reasonably and promptly be released from patient care for the meeting within a reasonable period, the nurse will be advised of this fact and may select another Steward or nurse to advise. If the nurse prefers a Steward and no Steward is working at the Medical Center and readily available for release, upon request of the nurse, the meeting shall be postponed for a reasonable period so as to allow the participation of a Steward in such investigatory interview. This section shall be interpreted consistently with applicable law.
- F. Investigatory Suspensions. Nurses may be suspended without pay, but with benefits, pending investigation. Such suspensions shall not be considered a form of discipline. Nurses shall be allowed to use PTO to cover missed regular shifts during an unpaid suspension. Suspensions shall not be for an unreasonable duration in light of the matter to be investigated and the availability of witnesses and other information. Both the Union and the Medical Center agree to make reasonable efforts to complete such investigations in a timely manner. A nurse reinstated at the end of an investigatory suspension shall be paid for missed regularly scheduled shifts not to exceed the nurse's FTE hours. If the nurse used PTO for the unpaid investigatory suspension, the PTO hours used shall be restored. Where there is just cause to do so, this shall not prevent the Medical Center from imposing a disciplinary suspension at the end of an investigation that would be served after the investigation is complete and/or concurrently with the investigatory suspension.

ARTICLE 13 - GRIEVANCE AND ARBITRATION

- A. A grievance shall be defined as a complaint by the Union or an employee covered by this Agreement alleging a violation of a specific, written provision or provisions of this Agreement.
- B. Grievances may be discussed and, where possible, resolved by a nurse directly with her or his supervisor on a non-precedent-setting basis so long as the resolution does not violate the terms of this Agreement. Nurses and supervisors are encouraged to resolve grievances where possible.
- C. If not resolved, all grievances shall be submitted in writing to a person or persons designated by Human Resources with a copy to the Director of the unit and/or department in which the issue arose, and shall set forth the date of submission, the issue, the identity of the nurses impacted, the specific Article(s) violated, a summary of the supporting facts, and the resolution requested by the grieving nurse or Union.
- D. A union officer, MNA representative, or Union steward must sign all grievances. As the bargaining representative, only an officer or MNA Representative of the Union may sign and submit a grievance that covers more than one employee, and the Grievance must list or describe with specificity the nurses covered by the Grievance.
- E. A nurse who is the subject of a grievance or arbitration and one steward or other bargaining unit nurse of the Union's choice may be designated to attend each step of the grievance and arbitration process. The Union shall designate the steward or other nurse who will be attending at the time a meeting is set. In the case of a class action grievance, the Union may designate one nurse who is a subject of the class grievance to attend for those affected. That nurse shall be identified at the time the meeting is set. Every effort will be made to schedule grievance meetings during times when the Grievant and the assigned steward are not working. In the event that cannot be done and the parties agree to meet during the steward's pre-scheduled working time (but not an overtime shift not scheduled at the time the meeting is set), then the Medical Center agrees to compensate the Steward for time missed from his or her regular shift, not to exceed one hour. Additional Union and Medical Center representatives, grievants in the case of a class grievance, and bargaining unit nurses whose attendance is relevant to the grievance may also attend during nonworking time upon request of a party, but shall not be paid. The parties agree, however, that grievants challenging a disciplinary suspension or final written warning (Level 3 discipline) will receive pay for attending a Step 3 grievance meeting grievance if it cannot be scheduled outside of working time. Grievants shall also be paid for time attending any grievance meeting that concerns a violation of the non-discrimination provisions of this Agreement and/or Munson's policy against Harassment if the meeting could not be scheduled outside of working time of the grievant and the grievance is brought in good faith. Both sides shall keep attendees to a reasonable number and provide advance notice to the extent practical.

- F. A grievance must be received by Human Resources and the Director of the Unit and/or Department within ten (10) calendar days following the events giving rise to such a grievance or if later, within ten (10) calendar days from the time the nurse on whose behalf the grievance is filed (or the Union, if earlier) first knew or through the exercise of reasonable diligence should have known of the need to investigate and file a grievance.
- G. STEP 1: Within ten (10) days after the grievance has been received, a meeting shall be held between the Director responsible for the Unit or Department (or her or his designee), the employee and a Steward. If the meeting cannot be held within that period, it shall be scheduled for a date mutually agreeable for the parties. The Director shall provide a written answer within eighteen (18) calendar days (excluding recognized holidays) of that meeting and return it to the Union. Transmission by electronic means shall be considered sufficient. Any resolution reached at Step 1 shall be on a non-precedent setting basis.
- H. STEP 2: Within seven (7) calendar days of the submission of the Director's response, the MNA Representative may request in writing that the Director of Human Resources take up the issue if the Nursing Director's answer is not acceptable. Where a request is made, within fifteen (15) days after that request, a meeting shall be held between the Director of Human Resources (or her or his designee), the employee, and the Union's MNA Representative. If the meeting cannot be held within that period, it shall be scheduled for a date mutually agreeable to the parties. The Director of Human Resources shall provide a written answer within fifteen (15) calendar days (excluding recognized holidays) of that meeting and return it to the Union. Transmission by electronic means shall be considered sufficient.
- I. STEP 3: Thereafter, within seven (7) calendar days of the response, the Union may ask in writing that the issue be taken up by the Chief Nursing Officer (or her or his designee). The Chief Nursing Officer (or her or his designee) will notify the Union in writing if she is willing to take up the issue within five (5) business days of that time. If she or he agrees to meet, then within fifteen (15) days after her or his notice, a meeting shall be held between the Chief Nursing Officer (or her or his designee), Human Resources, the employee, and the Union. If the meeting cannot be held within that period, it shall be scheduled for a date mutually agreeable to the parties. The Chief Nursing Officer or designee shall provide a written answer within eighteen (18) calendar days (excluding recognized holidays) of that meeting and return it to the Union. Transmission by electronic means shall be considered sufficient.
- J. Demand for Arbitration. Upon receipt of the Chief Nursing Officer's declination or Answer, the Union may request arbitration of any unresolved grievance by filing the Arbitration Request Form with the American Arbitration Association ("AAA") with a copy to Human Resources within fifteen (15) days following the Human Resources Director's answer (if no request to the Chief Nursing Officer was made) or the Chief Nursing Officer's declination or Answer (if a request was made to her).

- K. Arbitrator Selection. The arbitrator shall be selected from a panel of nine (9) arbitrators submitted by AAA utilizing its rules and procedures for selection. Should the parties mutually determine that any panel of arbitrators is unsatisfactory or should either party on its own determine that the first panel is unacceptable, that panel may be rejected and another requested.
- L. Arbitrator's Powers and Jurisdiction. The functions of the arbitrator shall be to determine controversies involving the interpretation, application or alleged violation of specific provisions of this Agreement, and the arbitrator shall have no power to add to, subtract from, and/or modify any terms of this Agreement. All grievances submitted shall present an arbitral issue under this Agreement and shall not depend on or involve an issue or contention by either party which involves the determination of a subject not covered by or arising during the term of this Agreement.
- M. The arbitrator shall have no authority to rule on any grievance considered settled. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs or to change any rate. If the issue of arbitrability is raised, either party may ask the Arbitrator to consider whether to bifurcate the hearing before setting a hearing date on the merits. In a discharge case, the Arbitrator may reinstate a nurse, with or without back pay. Nurses shall have the obligation to mitigate their damages, and any back pay award shall be offset by an employee's interim earnings from any source, unemployment, or periods during which an employee is unable to work for any reason. The award shall be binding and enforceable on all parties, subject only to a petition to a court of competent jurisdiction to overturn the award pursuant to applicable law.
- N. The reasonable cost of the Arbitrator and the hearing room shall be shared equally by the parties. Each party shall bear the cost of its own advocate/attorney and witness fees and expenses. If the parties agree to have a court reporter present the costs will be shared equally. If the parties do not agree on the presence of a court reporter, either party may request that the arbitrator decide the matter. If the arbitrator decides that a court reporter is appropriate the costs will be shared equally. If the arbitrator decides that a court reporter is not appropriate either party may elect to have a court reporter present at their own expense provided that a copy of the transcript is provided to the opposing party.
- O. Time Limits.
1. Any of the time limits in this Article may be extended by mutual written agreement of the parties on a non-precedent-setting basis.
 2. Failure of the Union (or a nurse with respect to the filing of a grievance) to adhere to this Article's time limits or advance a grievance will result in a grievance being deemed settled and resolved on the basis of the last answer given.

3. If the Departmental Director, Director of Human Resources, or Chief Nursing Officer Director fails to answer within the time limits provided, the Union may advance the grievance to the next step or at the last step to arbitration at the last step within twenty-one (21) days of the date that the answer at the prior step was due.

P. Disciplinary Grievances. Termination grievances shall be filed directly at Step 2.

ARTICLE 14 - UNION REPRESENTATION

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

ARTICLE 15 - SPECIAL CONFERENCES

A special conference between the Union and the Medical Center, to discuss any issue of mutual interest shall be convened upon the request of either party up to once every forty-five (45) days and otherwise as provided in this Agreement. Special conferences requested under other provisions of this Agreement shall not count towards the forty-five (45) day limitation. More frequent meetings under this section may be mutually agreed upon. The time and place for meetings will be by mutual agreement and a written agenda agreed to in advance. Each party shall notify the other in advance with a list of representatives that will attend the conference on their behalf. The release of bargaining unit nurses, if necessary, shall be arranged when the meeting is planned. Whether nurse representatives of the union will be paid for their time in attendance shall be discussed upon the scheduling of the meeting, but nothing herein shall require the Medical Center to offer paid time, Grievances will not be a proper subject of such conferences.

ARTICLE 16 - ROUTINE INFORMATION

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

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

B. Nurses on leave of absence.

ARTICLE 17 - ATTENDANCE

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

ARTICLE 18 - MEAL AND REST BREAKS

A. All nurses shall receive an unpaid meal period of one-half (1/2) hour when working a shift longer than six (6) hours. Nurses required to remain on duty or who are unable to take an uninterrupted meal period shall be compensated at their regular rate of pay for the meal period including overtime and differentials as applicable under the collective bargaining agreement. Any nurse who is unable to take a bona fide meal period, as defined by the FLSA, shall fill out an exception form or otherwise report the missed meal consistent with Departmental practices.

B. All reasonable efforts shall be made to ensure that nurses have the ability to take one (1) fifteen (15) minute break for every four (4) full hours of paid work. Such breaks are paid. Meal breaks shall be considered in determining the number of additional rest breaks to which a nurse is entitled. For example, a nurse working eight hours shall receive one 30-minute unpaid meal break and one 15-minute paid rest break. A nurse working 10 or 12 hour shift shall receive one 30-minute unpaid meal break and two 15-minute paid rest breaks. Nurses shall not receive additional pay for missing a paid rest break.

C. Nurses shall not be able to grieve individual or occasional instances of missed breaks or meal periods, however, frequent or established patterns of missed breaks may be subject to a grievance or special conference.

- D. Nurses working for departments that provide direct patient care are required to remain on campus during meal periods and rest breaks and be available to respond to emergency situations, unless specifically authorized to leave by manager.
- E. The Medical Center will comply with applicable laws requiring it to provide reasonable break time for a nurse to express breast milk for her nursing child.
- F. Meals and breaks will not be taken at the beginning and end of a shift.

ARTICLE 19 - WORKPLACE SAFETY

A. General Provisions

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

- B. Safety Committee. The Union shall be permitted to appoint one nurse from the bargaining unit to each committee that the Medical Center maintains for addressing the safety of bargaining unit nurses and whose membership includes other bargaining unit nurses. This shall include but not be limited to the following existing committees (or later committees that may be formed to take over the functions of these committees): (1) the Sharps Injury Committee; (2) the Safe Patient Handling Committee; (3) the Workplace Violence Prevention Committee; and (4) the Slips, Trips, and Falls Prevention Committee. Nurse representatives shall have same rights as other Committee members and shall adhere to the same rules that may reasonably be adopted for the Committee's work. Inclusion of other bargaining unit nurses and others on these committees may continue on the same basis as is currently done.
- C. Reporting of Health and Safety Hazards. It is the duty of all nurses and the Medical Center to comply with health and safety regulations, and if any safety or health hazard is detected by a nurse, the nurse should report unsafe working conditions to an appropriate supervisor or manager and to others as directed. The Medical Center shall take prompt and appropriate measures to investigate and as necessary and appropriate to remedy health and safety concerns. Nurses shall cooperate in any such investigation and remedial action as directed. No nurse shall be disciplined for making a report regarding health and safety concerns under this section.
- D. Vaccination
1. Vaccinations required or requested by the Medical Center shall be made available at no cost to the nurse provided that the Medical Center's doctors and other providers are utilized. The Medical Center shall make other vaccines it determines are both reasonably available and medically appropriate and advisable to nurses who may be at risk and would likely benefit from that vaccine even if not required.
 2. When requiring vaccinations, the Medical Center shall comply with applicable laws regarding reasonable medical and religious accommodations (including strongly held personal beliefs as recognized by applicable EEOC guidance) upon request and the receipt of any reasonable requested information related to the accommodation request.
 3. Both parties jointly recommend that all nurses receive the influenza vaccination on an annual basis.
 4. The Medical Center may maintain a mask policy for those who receive an exemption from vaccination but will not apply that policy outside of patient care areas. Masks shall not be required in break rooms, the cafeterias, or other enclosed spaces that patients do not enter. The mask requirement shall comply with EEOC guidance. If there is a concern that the policy does not meet patient care needs either party may request to convene a special conference.

E. Medical Examinations and Other Medical Examinations.

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

F. Identification Badges. A nurse may elect to have his or her first name and first letter of the last name on any identification badge that the Medical Center may require for public display. Short forms of first names that a nurse uses may be used on badges (for example, Beth for Elizabeth, Jim for James) but not nicknames. For the purpose of security, nurses may not obscure, add to, or display other materials on their identification badges.

G. Provisions of Scrubs for Health and Safety Reasons

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

H. Workplace Violence.

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

3. If a nurse has a reasonable fear of physical harm from a patient, visitor, or other individual the nurse will notify their immediate manager as soon as possible so that the situation can be assessed and an appropriate action plan promptly developed and implemented. If a nurse believes an action plan is not adequate to ensure the nurse's physical safety, a special conference to discuss the action plan may be called and will be promptly held. The adequacy of an action plan shall not be subject to the grievance and arbitration procedures, but the failure promptly to adopt an appropriate action plan shall be.
 4. A nurse who reasonably believes her or his physical safety is in danger may request a different patient assignment.
 5. No nurse will be disciplined or retaliated against in any way for exercising her/his rights under this Article.
- I. Consent for Use of Images. The Medical Center and the Union agree that for personal security and privacy, the Medical Center and the Union shall not take or make use of images for publicity purposes without reasonable advance notice and consent as follows: the Medical Center and its agents (including managers and supervisors) will not take and/or make use of images of bargaining unit nurses and the Union's leaders and agents (including stewards and committee members). The Union and its agents (including stewards and committee members) will not take or make use of images of the Medical Center's leaders and agents (including managers and supervisors). Readily available published photos may be used by either party (but not photos published on individual or private social media accounts).
 - J. Lift Practices. The Medical Center shall maintain reasonable policies and procedures for lifting, which will include reasonable weight requirements. Nurses will be provided reasonable and appropriate lift training on matters such as body mechanics, transfer and lifting techniques, and use of lift devices and other equipment to transfer and transport patients. Nurses are required to complete required training and use available lift devices.

ARTICLE 20 - TECHNOLOGY

A. General.

1. Technology should support the provision of safe, therapeutic, effective care and continue to safeguard patient confidentiality consistent with HIPAA, the NLRA, and other applicable laws.
2. Among other purposes. Technology can provide information and tools to support clinical decision making as appropriate. Clinicians will maintain accountability for

clinical judgement and decision making including incorporating individualized patient needs, complications, and comorbidities, as appropriate.

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

1. GPS and RFID Technology

a. Performance Tracking.

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

b. Use for Discipline.

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

c. Access and Use of Data.

- i. GPS and RFID data will not be viewed or accessed by the Medical Center for the purpose of monitoring concerted activity or other non-safety or performance related activity of nurses. Nurses shall not be required to wear GPS or RFID technology in the rest room or on their non-work time.
- ii. Medical Center personnel shall only be able to access GPS or RFID data with approval of the Director over their department/unit. No individual tracking technology shall be used to gather data or

determine the location of a nurse outside of the workplace or without their knowledge.

- iii. If any changes or expansion of the use of GPS or RFID technology occurs within the bargaining unit both sides retain their rights under the National Labor Relations Act.
- iv. Nothing in this section shall be read to prohibit the Medical Center from using GPS or RFID technology for tracking the location of Medical Center equipment.

2. Video Surveillance.

- a. Both parties retain all rights under the National Labor Relations Act in regards to the significant expansion of video surveillance or use of new video surveillance technology in work areas. Work areas shall not include Medical Center lobbies or cafeterias. The Union shall agree to keep any information regarding video surveillance technologies of the Medical Center confidential except as reasonably necessary to enforce this agreement and inform its membership.

C. Use Of Telesitters

- 1. MMC currently utilizes up to six (6) cameras for remote monitoring of patients. If MMC wishes to utilize more cameras for remote monitoring of patients it will provide notice to the union and an opportunity to bargain.
- 2. The intent of this section is to acknowledge the use of cameras for telesitters where consistent with patient safety. This Section will not be used to reduce nursing assistants regularly scheduled/budgeted to assist nurses and patients, including through the float pool. Nor does this section relate to or authorize a reduction in nurse staffing. This section acknowledges that one appropriately trained nursing assistant will be used at a time to monitor telesitting cameras, with a preference for pool nursing assistants.
- 3. The assessment of the nurse performing the charge function on the unit and the assigned nurse must be part of the inclusion and exclusion assessment for remote monitoring. The goal of telesitting is to enhance patient safety, and the protocol will reflect that a telesitting trial is not mandatory when a consensus is reached among assigned nurse that the telesitting cannot safely be used. Consensus will not be withheld on a uniform basis and shall be reached with reference to the inclusion and exclusion from telemonitoring criteria and on the basis of a reasonable nursing clinical judgement and in the interest of patients.

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

ARTICLE 21 - COUNCILS/COMMITTEES

- A. In the event that the Medical Center establishes a standing committee or council primarily comprised of Medical Center nursing leadership and bargaining unit nurses to address nursing practice and/or terms and conditions of employment for bargaining unit nurses or continues to maintain one of the following committees that includes nurses from the bargaining unit, then unless a Union Steward, Officer or bargaining committee member or other committee member satisfactory to the Union is already serving on the committee, the Union shall have the right to designate one additional nurse from the bargaining unit to serve as an additional committee member. Any nurse appointed must have the degree or other qualifications required of others who serve on the committee (for example, APNs serve on the Advanced Practice Nurse Council). These committees shall include the following:
 1. Advanced Practice Nurse Council
 2. Education and Professional Development Council
 3. Evidence Based Practice and Research Council
 4. Nursing Informatics Council
 5. Nursing Professional Practice and Quality Council
 6. Staffing, Engagement, Recruitment and Retention Council
 7. Nursing Coordinating Council (as further clarified below)
- B. Nurse representatives appointed by the Union shall have the same rights as other committee members and shall adhere to the same rules that may reasonably be adopted for the committee's work, a Nurse representative appointed by the Union to the Nursing Coordinating Council shall be a non-voting member unless the nurse has been selected through the normal Unit Based Action Council election process.
- C. The Medical Center is permitted to make changes to its committee structure, but if it does so and a new committee is established to take over the functions of these committees, then the Union may appoint a representative to any new committee established by the Medical Center to the same extent as provided above.
- D. Participation of nurse union representatives in these committees shall not be to the exclusion of other nurses employed by the Medical Center who may be appointed, elected, or otherwise serve.
- E. All bargaining unit nurses shall be allowed to voluntarily participate in any unit/department level professional practice committees or councils. The obligation to allow the Union to appoint a member is not intended to apply to such committees.

- F. Nursing committees established as a part of professional-governance or otherwise and other committees on which nurses may from time-to-time participate shall not have the authority to modify this Agreement or to establish any terms and conditions of employment for nurses that the Medical Center would be obligated to bargain with the Union. Any proposal from a committee that would require bargaining with the Union or modification of this Agreement would have to be referred to the Medical Center and the Union.

ARTICLE 22 - FILING OF VACANCIES

A. Posting of Vacancies

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

B. Restrictions on Applying for Vacancies

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

period where such notice has been provided in writing before the start of the training/orientation.

2. This restriction shall not apply if:

a. If the posted position arises in the same unit/department which would result in a lateral transfer within the same unit/department and not a promotion, including a change in pre-scheduled hours, start and end times, days of work and/or days off, and/or shift; or

b. If the nurse applicant is in his/her current position as a direct result of a reduction in force.

C. Preference Order for Filling Vacancies (Other than Intra-Unit/Department Transfers).

Posted vacancies shall be awarded to the most qualified candidate based on reasonable factors such as relevant training, experience, knowledge, skills, ability, behaviors that have been documented and/or communicated to the nurse, corrective action, and annual discussion ratings. To the extent these factors are even between two or more candidates, the candidate with the greatest bargaining unit seniority shall be awarded the position over a candidate with less or no seniority.

D. Evaluation Period Following Transfer or Promotion. A promoted or transferred nurse (but not a nurse who remains in a comparable position on the same unit/department) shall be subject to a 180-day evaluation period to orient to the new position when transferring to a different department/unit or transferring to a position that is not comparable on the same unit. During this evaluation period, at the discretion of either the nurse or the Medical Center, a nurse may be removed and if the nurse's former position or a comparable nursing vacancy remains on the nurse's former department/unit, may be returned to his/her former department/unit at the previous rate of pay or apply for other vacancies if no such vacancy exists. Should the nurse decide to return to her/his previous position or unit, she/he must provide two (2) weeks notification to the manager of the unit and/or department from which they wish to transfer. If no comparable alternative position has or can be offered on the prior unit/department and no other position has been offered to the nurse such that the nurse would have no position if removed, removal from a position following transfer or promotion during the evaluation period shall be subject to the just cause standard.

E. Intradepartmental Transfers. When filling a vacancy, the Medical Center shall first allow a nurse already working in the department/unit in a comparable position to transfer to the vacancy (different shift, different FTE, etc.) before considering or awarding the position to an applicant from outside the department/unit. If two or more nurses apply for the same vacancy, preference will be given first to the nurse with the most bargaining unit seniority on the same shift as the vacancy and then to the nurse with the most bargaining unit seniority on a different shift in the department/unit. For purposes of applying for an

intradepartmental transfer, nurses may not use their bargaining unit seniority during the 180-day evaluation period following transfer to the unit until other bargaining unit nurses not in their evaluation period have had an opportunity to accept the transfer.

- F. Release to a New Position. The Medical Center will release a nurse in the bargaining unit who successfully applies for a new position within sixty (60) days of notification of their successful application absent bona fide patient care needs on the nurse's current unit that cannot be addressed through other reasonable means. If transfer cannot be made within that period, the issues may be the subject of a special conference between the parties and then subject to the grievance and arbitration procedure if not resolved.
- G. Temporary Positions. All temporary reassignment to another unit or position shall require the agreement of the manager(s) and nurse(s) involved. This shall not apply to floating or working extra shifts.

ARTICLE 23 - FLOATING

- A. Floating will occur within the following work groups unless a nurse agrees to volunteer to float to a different unit/department in which the nurse has the training and skills to accept the assignment. When nurses are reassigned to other units, assignments will be made that take into consideration the acuity of the home unit and a nurse's competency, knowledge, skills, and abilities.

Work Group	Current Unit Locations
Med Surg	B3, B4, B3S, C2, D4, D5, *Med Surg units may float to C1R and C3 Adult one way
Telemetry	A2, A3, A4, A7, B2, C4
Critical Care	ICU, A2 (critically care trained nurses), A3 (critically care trained nurses) *Critically care trained nurses in A2 and A3 shall only be floated to telemetry to meet emergent patient care needs when other alternatives are not available.
Maternal Child	C3 Child, OB, NICU

- B. Absent an emergent situation nurses shall not be floated from their unit if it results in their unit being short staffed.
- C. If a department/unit is not identified as part of a work group they will be considered to be their own work group. If a department/unit significantly changes the clinical nature of the work they perform the Medical Center will negotiate over what work group, if any, the unit will be included in.

- D. Nurses who are floated to work in another nursing unit should first receive a brief orientation to the unit by an individual familiar with the work and practices of that unit. The brief orientation shall include a review of the patient population, specific unit protocols that may exist, the location of equipment (including emergency equipment), supplies, medications or any other practices or policies that must be known in order to carry out the work of the assignment made on that unit.
- E. If floating is necessary, nurses from the department/unit may volunteer and priority will be given to the nurse with the highest bargaining unit seniority. If there are no volunteers, floating will be on a rotating basis by last date each nurse (including a non-bargaining unit PRN nurse) was floated among nurses on a nursing unit, except nurses still in their probationary and/or evaluation period, a nurse who is actively working in the preceptor role, and a charge nurse who is the only nurse qualified for charge duty on the sending unit at the time.
- F. Each unit is responsible to keep a record of nurses' turns of floating. Floating for all or part of a shift will be considered a turn. Any reassignment to a work location other than the work location for which a nurse is scheduled or assigned shall constitute a turn to float.
- G. When a nurse is floated, charge nurses, PCCs, and managers shall continue to make assignments to a nurse who is floated that take into account the nurse's competency, knowledge, skills and abilities as well as patient needs.
- H. If a nurse reasonably maintains that she or he is not competent floating to a clinically related area as identified above, their charge nurse, PCC, or manager will attempt to accommodate their concern by finding them a different assignment or an appropriate assignment on the clinically related unit (with fewer patients or patients with lower acuity) appropriate for their competency, knowledge, skills and abilities. If a nurse declines a floating assignment within their work group, based on a good faith concern that they do not have the necessary competency, knowledge, skills and abilities to provide safe patient care in a clinically related area, the next nurse on the rotation shall be given the assignment. The nurse who declined the assignment will stay at the top of the rotation and may be asked to meet with their manager and develop a plan to acquire the missing competency, knowledge, skills and abilities within six (6) months.
- I. The above provisions are not intended to apply to the float pool.

ARTICLE 24 - LAYOFF/RECALL PROCEDURES

- A. Layoff Defined. A layoff is defined as the elimination of a full-time or part-time nurse's position in a unit or department. A layoff does not include the temporary failure to utilize one or more nurse(s) due to low census or other lack of work or the elimination of an unfilled vacancy. A nurse who is laid off will retain recall rights in accordance with this Agreement.

B. Notice of Layoff. The Medical Center will provide the Union and the nurse(s) whose position is scheduled for elimination of a planned layoff as soon as practicable. Absent unforeseen circumstances, the Medical Center will provide the Union and a nurse whose position will be eliminated with written notice of the planned layoff at least fourteen (14) calendar days before implementation. Upon request, the parties may hold a special conference during this period.

C. Application of Layoff Procedure. The following procedures will be used during a layoff. Nothing will prevent the parties from mutually agreeing in writing to modify the procedure in a specific situation.

1. Where a nurse who is laid off would not have another position at the Medical Center she or he could fill, prior to the implementation of a layoff the Medical Center shall:
 - a. Permit volunteers for layoff and voluntary reductions in FTE status from the unit/department.
 - b. Discontinue the use of non-bargaining unit staff, including agency and system staffing services, to fill vacancies on the regular schedule.
 - c. Discontinue the use of bargaining unit PRN/TOC employees where sufficient to reach the reduction in staff, beginning with PRN/TOC nurses with no bargaining unit seniority and then with the PRN C nurse(s) with the least bargaining unit seniority.
2. Nothing in this Section shall prevent the Medical Center from continuing to use non-bargaining unit staff, including agency and system staffing services, consistent with this Agreement as necessary to provide special skills and/or certifications and as necessary to cover for absenteeism and other similar needs of limited duration.

D. Layoff within Units/Department.

1. Layoffs will occur by department/unit and shift. When there is a layoff within a particular department/unit, the Medical Center will select the nurse(s) with the least bargaining unit seniority in the FTE status affected unless the remaining nurses in the unit/department and shift lack a specific certification, training, or competency that is needed by the department/unit. The least senior nurse(s) may first fill any bargaining unit vacancy on the unit/department for which the nurse is qualified and competent with comparable FTE status.
2. The nurse with the least bargaining unit seniority may displace a nurse with the least bargaining unit seniority in a comparable position with comparable FTE status on a different shift in the same unit/department unless the nurse lacks a specific certification, training, or competency that is needed by the department/unit on that shift. If more than one nurse is involved, they will displace nurses on other shifts in bargaining unit seniority order.

3. The least senior nurse displaced by this procedure may displace the least senior nurse in the same unit/department who has less bargaining unit seniority but different FTE status unless the nurse lacks a specific certification, training; or competency that is needed by the department/unit on that shift, but may forgo this opportunity if the nurse does not wish to work that FTE.
4. The least senior nurse(s) following this procedure will be offered the opportunity to fill remaining comparable vacancies with different FTE status in the same unit/department for which the nurse is qualified and competent. If more than one nurse is involved, they will pick in bargaining unit seniority order.
5. A nurse who is not able to hold or secure a vacant position for which she or he is qualified on her unit/department or who chooses not to bump a less senior nurse will be provided a list of open positions within the bargaining unit. A nurse who is subject to layoff may elect to fill an open position in the bargaining unit that the nurse is fully qualified to perform such that the nurse can begin independently providing care for patients and/or performing the other assigned duties of the position following a basic orientation to the department/unit. In the event more than one nurse is subject to layoff and unable to hold a position in his or her department/unit, then nurses may select from among the vacancies in bargaining unit seniority order. The nurse may otherwise apply for vacancies subject to the provisions of Article 22, Filling of Job Vacancies.
6. Only if the nurse is unable to secure another position will the nurse be laid off.

E. Recall from Layoff.

1. Nurses will remain eligible for recall/return with their seniority intact for nine (9) months from the last day worked. Recall from a layoff shall be by bargaining unit seniority from among the nurses who worked in the unit/department unless the nurse lacks a specific certification, training, or competency that is needed by the department/unit. During the five (5) day posting period for job vacancies, a nurse on layoff may also request in writing to be recalled to a position in another unit/department that the nurse is fully qualified to perform such that the nurse can begin independently providing care for patients and/or performing the other assigned duties of the position following a basic orientation to the department/unit. In the event that there is more than one such nurse, then the position shall be filled by the fully qualified nurse who applies and is on layoff with the most bargaining unit seniority before other applicants are considered. A nurse on layoff may otherwise apply for other vacancies during layoff subject to the provisions of Article 22 - Filling of Job Vacancies. Provided a nurse returns within this period,

the nurse will be restored to her/his former status with respect to seniority, salary and benefits, inclusive of any increases included in this Agreement. There will, however, be no accumulation of earnings or benefits during the period of layoff.

2. A nurse subject to recall will be responsible to keep the Medical Center informed in writing as to his/her current address, telephone and email. Notice shall be provided by all three means.
3. A laid off nurse will forfeit recall and will be deemed terminated when the nurse either fails to contact the Medical Center within ten (10) calendar days of the recall notice or is unable to return to work within fourteen (14) calendar days from that date or upon such other date mutually agreed to between the Medical Center and the Nurse.

F. Orientation. The Medical Center will ensure that any nurse who transfers to another unit/department as a result of a layoff, is provided basic orientation to the new unit.

G. Benefits During Layoff

1. Nurses who are laid off shall, upon request, be paid out at a 100% rate for all accrued but unused PTO.
2. Nurses laid off by the Medical Center under this Agreement shall continue to receive healthcare benefits as provided under this Agreement for the remainder of the calendar month in which the layoff occurs.
3. Any nurse affected by a layoff who received prior approval for tuition reimbursement and who otherwise satisfies the requirements for reimbursement shall be reimbursed in accordance with the Medical Center's normal procedure if he or she is unable to receive a refund for any reason.

ARTICLE 25 - TUITION REIMBURSEMENT

A. Tuition Reimbursement.

1. This section applies to individuals in benefit eligible full time and part time positions prior to the start of the class for which they are requesting reimbursement.
2. Nurses pursuing the identified degrees below will qualify for reimbursement of 100% for a grade of "B" or better or 75% for a grade of "C." "Pass" grades will also qualify for 100% reimbursement.
3. Educational programs that qualify for this reimbursement are:
 - a. Bachelor's Degree in Nursing (BSN)

- b. Master's Degree in Nursing (MSN, CNS) (with Medical Center pre-approval)
 - c. Doctorate Degree in Nursing (DNP) (with Medical Center pre-approval)
4. Additional degrees may be added to this section at the discretion of the Medical Center.
 5. The Medical Center may maintain a reasonable list of institutions of the Medical Center's choice that are approved for tuition reimbursement.

B. Annual Maximum.

1. The maximum amount payable for tuition and examinations for academic credit is \$5,000 in a calendar year. Munson will reimburse eligible nurses 75% of examination costs for academic credit applicable to a degree program. These costs are included in the reimbursable maximum amount of \$5,000 in one calendar year.
2. Due to Internal Revenue Service taxability requirements, reimbursement will be counted toward the total reimbursement for the year in which it is paid.
3. In all cases, nurses must schedule and attend classes outside of their scheduled working time. Participation in a degree program is voluntary and for the purpose of advancement. The time spent attending classes is not worked time and will not be compensated. Nothing prevents a nurse from seeking to use accumulated PTO in connection with absences related to their education consistent with Medical Center policy and this Agreement.
4. Tuition reimbursement covers the costs of tuition, but not lab fees, general fees, or any other such costs that are mandatory for taking the class, including the cost of books, manuals, or basic stationary.

C. Requirements.

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

non-benefited status for greater than six months shall repay the entire reimbursed tuition to the Medical Center.

3. Tuition Reimbursement Repayment Schedule:

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

D. Payment of Reimbursement.

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

E. Taxability of Tuition Reimbursement. The Internal Revenue Service (IRS) has specific requirements for determining the taxability reimbursement payments to a nurse. This means amounts paid to a nurse in the form of tuition reimbursement may be included in annual gross earnings and be reflected in the annual W2 form.

F. BSN Completion. Any BSN completion requirement must be disclosed to new hires prior to the acceptance of a position within the bargaining unit. The parties' side letter regarding the BSN Completion shall stay in effect through the duration of this agreement.

ARTICLE 26 - NOTICE OF RESIGNATION

A nurse is expected to provide four (4) weeks' notice of resignation of employment. If such notice is provided, and the nurse works each of her/his remaining schedule shifts, then the medical Center shall pay the balance of any remaining PTO hours to the nurse.

ARTICLE 27 – WORK DAY

A. The Medical Center and the Union recognize that predictable and stable shifts, work hours, and start times are important to nurse satisfaction and patient safety.

B. Changes to Nurse Start Time, Shift Length, or Shift.

1. The Medical Center will provide reasonable notice to the Union and affected nurses if the Medical Center intends to make permanent changes to a current nurse's shift, length of shift, and/or start time. At least fourteen (14) calendar days' notice will be provided. If less than all nurses on a unit or department are impacted by the change in a shift, shift time or length of a shift, then those affected will be the nurses with the least bargaining unit seniority working the shift, start time, and/or length of shift that is to be changed unless there are more senior volunteers or the remaining nurses in the unit/department lack a specific certification, training, or competency that is needed. This section shall not prevent the use of call, PRN, and/or positions whose start times, FTE commitment, shifts and length of shift may vary.
2. If the Medical Center plans to permanently change or restructure all of the existing start times and/or all of the existing start times and/or all of the existing shift lengths (eight (8), ten (10), or twelve (12) hour shifts) currently being used by a unit or department in order to change to a different start time and/or length of shift for nurses currently filling those positions, the Medical Center will provide six (6) weeks' notice to the impacted unit/department and to the Union. This will not limit the right of the Medical Center to post new positions with different start times, shifts, and/or lengths of shift.
3. Under no circumstances shall the Medical Center schedule nurses for split shifts. Low census and on-call shall not be considered a split shift.
4. Upon notice of any of the above changes, and upon request of the Union, the Medical Center will meet and bargain the effects of the decision during the notice period set forth above.
5. Layoffs of any nurses on a particular shift, start time, or otherwise shall continue to be governed by the Layoff Article of this Agreement.

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

ARTICLE 28 – ON-CALL

- A. On call pay compensates hourly-paid nurses who the Medical Center requires to remain available to be called in or return to work during designated off-duty hours.
- B. Nurses will be informed of the hours during which they are on call, and during scheduling when practical. On-call may also be utilized when Hospital Request/low census time has been given and there is a possibility that someone will be needed later in the scheduled shift.
- C. Consistent with patient needs and skills training and ability, on-call assignments shall be distributed in an equitable manner. With advanced written approval of a manager and/or a designee and the nurses involved, nurses will be allowed to trade call assignments and/or cover call for another nurse.
- D. Nurses who are scheduled to be on-call, receive a \$2.25/hour differential for remaining available for work during normal off-duty hours. Specialty on-call pay shall be \$4.75/hour. Any nurse who is called into work while on on-call status shall be guaranteed a minimum of two (2) hours of pay.
- E. Any hourly-paid nurse who is called into work while on-call for the Medical Center will be paid at time and a half (1 and ½) their base hourly rate of pay.

ARTICLE 29 - OVERTIME

- A. The Medical Center shall pay overtime compensation to hourly (non-exempt) nurses who work more than forty (40) hours in a week. For purposes of overtime calculation, the work week is defined as starting at 12:00 a.m. (midnight) on Sunday and ending at 11:59 p.m. on the following Saturday.
- B. Overtime is calculated in one-tenth of an hour increments and paid at the rate of one and one half the nurse's regular rate of pay as determined in accordance with the Fair Labor Standards Act. When time-and-one-half is paid for any other reason, there will be no duplication of overtime payment for the same hour(s) worked, except when the hours worked are on a holiday recognized by the organization. Hours worked on a holiday and paid at time-and-one-half will count toward total hours in the week for the purposes on computing overtime hours. For example, if a nurse works a total of 48 hours, including the holiday during a holiday week, he/she will be paid for 32 hours at straight time and 16 hours at time and one half. (Eight hours for the worked holiday and eight hours for the hours worked over 40 in the work week).

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

ARTICLE 30 - MANDATORY OVERTIME

- A. The parties agree that it is in the best interest of patient care and for the benefit of the Medical Center, nurses, and the patients they serve to reduce or eliminate mandatory overtime. The parties agree that the following procedures will enable them to continue to provide safe patient care while making progress toward this shared goal.
- B. All reasonable efforts should be made to avoid "mandatory overtime," which for purposes of this Section is defined as a requirement that nurses continue to work after the planned end of a prescheduled shift by more than half an hour. Mandatory overtime is not defined to include the assignment of scheduled extra shifts, and/or prescheduled holdover. Before requiring mandatory overtime, the Medical Center agrees that it will utilize all other reasonably available resources, including unit volunteers, pool, PRN/TOC, system staffing, staffing incentive, and agency nurses who have the training, experience, and ability to safely care for patients. The Medical Center will also consider placing a nurse performing charge functions in staffing and the utilization of other qualified and competent non-bargaining unit staff. The Medical Center will require mandatory overtime only when necessary to meet patient care needs and these other resources have been exhausted. The Medical Center will not utilize mandatory overtime as part of a specific unit/department's ongoing regular staffing.
- C. The parties recognize that procedural areas, such as the Operating Room, PACU, Cath Lab/Recovery, Interventional Radiology among others, do not have the same formal end of prescheduled shifts and may be required to be on call for emergent needs, which can vary due to the unpredictable time to complete procedures and fluctuations in case load. The parties also recognize that there can be urgent, emergent patient needs on other units at the end of a planned shift that require a nurse to remain in care. If nurses in these procedural areas feel that hold-overs or other exceptions in this paragraph are being administered in a way that is unsafe or unduly burdensome the union may request that a special conference be convened promptly to discuss the issue.

- D. Absent a Medical Center emergency, disaster, or urgent or emergent patient need, when requiring nurses to work beyond the end of a scheduled shift, nurses will not be required to work more than four (4) hours after the end of their scheduled shift. Absent the above listed circumstances, a nurse will not be permitted to volunteer to work more than sixteen (16) consecutive hours. This does not affect or prevent the use of call in areas where call is required.
- E. Absent an unforeseen and emergent patient need or hospital disaster, a nurse will be offered the opportunity to have at least eight (8) hours between the end of one shift and the start of the next shift when required to stay over. A nurse who believes that her or his work end time will not permit her this time will notify her manager or designee, who will work to make adjustments to the times of her or his next scheduled shift to address these issues. In circumstances where a nurse is reasonably concerned that the eight (8) hours rest is insufficient under the particular circumstances involved, a nurse and manager can mutually agree on additional accommodations such as additional time off or the provision of alternate sleep arrangements.
- F. If the Union believes that a unit or department is making inappropriate use of mandatory overtime under this Section, including as part of a specific unit/department's ongoing regular staffing, the Union may request and the parties will promptly hold a Special Conference to discuss the Union's concerns. If not resolved in Special Conference, the Union may grieve and if necessary arbitrate issues concerning any remaining ongoing use of mandatory overtime that was discussed but not resolved in the Special Conference. A nurse may utilize the grievance and other procedures to enforce her or his rights but may not refuse to work an overtime shift on the basis that its assignment is an alleged violation of this section.

ARTICLE 31 - WORK SCHEDULING

The Medical Center agrees to maintain a reasonable scheduling process that includes the following:

A. General Scheduling Process

1. Electronic scheduling, such as Kronos, may be used by the Medical Center.
2. The Medical Center shall continue to make available more sign up spots per shift than nurses needed. The exact number of available sign up spots shall be based on the specific needs of the unit.
3. Each schedule will open for staff input eight (8) weeks prior to the first day of the schedule. The following steps shall then be utilized in scheduling:
 - i. For the first full week, the schedule will open for all full-time, regular part-time, and PRN C nurses to input their shift preferences. Full-time and regular part-time nurses shall sign up for and be scheduled to their FTE status, but this will not prevent the Medical Center from utilizing flex schedule nurses or giving low census consistent with this Agreement.

- Nurses will have a reasonable means by which to input their scheduling preferences remotely.
- ii. At the beginning of the second full week, the schedule will additionally be opened for all other nurses assigned to the unit (including PRN A and B and nurses not in the bargaining unit who are being utilized on the unit) to input their shift preferences.
 - iii. For the third full week, the schedule shall be closed for initial balancing.
 - iv. For the fourth full week, the preliminary schedule shall be available for review and holes in the schedule will be noted. Volunteers shall be allowed to indicate any additional shifts for which they may wish to volunteer.
 - v. For the fifth and sixth weeks, the schedule will be closed for final balancing.
 - vi. Two weeks before the start of the six week scheduling period, the final schedule will be posted.
4. During the first two weeks of scheduling as outlined above, each nurse will be able to request days, where the nurse is unavailable to be scheduled. The Medical Center will allow a minimum of six (6) such days per six-week schedule for each nurse and will attempt to honor other reasonable requests for days off to attend Medical Center-sponsored committees that are scheduled during a nurse's regular shift times or during an adjacent day shift in the case of night shift nurses as necessary to avoid fatigue and conflicts. A nurse requesting time off to attend a committee shall be responsible for notifying the manager or designee through the scheduling system of the committee to which she or he is assigned, the meeting time, and the shift (day of or the night before) that the nurse is requesting off. Although requests to be off are not guaranteed, the Medical Center will honor these requests in good faith during balancing where practical and consistent with patient care and department/unit needs. During balancing, greater consideration will be given to the scheduling preference of full-time, part-time, and PRN C nurses over other nurses assigned to the unit/department. Nothing in this Agreement prevents managers or designees from communicating informally with nurses during balancing.
 5. When awarding shifts to fill holes in the schedule that were posted as provided above, the Medical Center will first award such shifts to nurses where such awards would not result in overtime expense (including staffing incentive). Where overtime expense is equal, priority also shall be given first to full-time, part-time, and PRN C nurses wishing to volunteer, and then to all other nurses (PRN A and B and nurses not in the bargaining unit who are being utilized on the unit). In no event will a nurse be permitted to sign up for more than ninety-six (96) hours in any two consecutive week period absent an emergent patient care need that cannot be resolved by other reasonable means. This does not apply to the use and/or assignment of on-call in areas where on-call is used.
 6. Although nurses will not be scheduled for extra shifts beyond their maximum FTE commitment at the time of scheduling absent agreement, additional shifts that

cannot be filled by other means can be required by the Medical Center at a later time as elsewhere permitted by this Agreement.

7. Once the final schedule is posted two weeks prior to the start of the schedule, the Medical Center may not alter it absent mutual agreement of the manager and affected individual nurses. This does not prevent the Medical Center from using low census as elsewhere permitted by this Agreement.
8. After the schedule is finalized, nurses may trade shifts with any equally qualified nurse in the department/unit as long as no additional overtime is incurred as a result. The trade must be submitted in the approved upon manner on the unit and approved by the manager or designee prior to the start of the shift.

B. Alternate Unit Scheduling Guidelines.

1. Clinical Documentation Improvement, Clinical EHR Education, Clinical Quality, Staff Development, Structural Heart Clinic, Utilization Management, Accreditation, Operating Room, PACU, A6/Cath Lab, MPR, Radiology, and Dialysis, which have unusual and specific needs, shall continue to use their existing shift scheduling processes specific to the department/unit. If the Medical Center wishes to change those processes, it will provide notice at least one full scheduling period (six weeks) in advance and bargain the decision and effects during that six week period. This will not prevent the Medical Center from using electronic scheduling (currently Kronos).
2. The Medical Center may mutually agree in writing to different scheduling procedures than those put forth in the general scheduling process for individual units/departments as needed. Neither party will be obligated to do so, and may upon request give notice and an opportunity to bargain over a decision to cancel any such agreement. All such agreements must be in writing, must describe the unit/department procedures with specificity, and must be signed by the director of human resources, the Director of the unit/department, the Chief Nursing Officer, and the Union.

C. Weekend Scheduling.

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

shall have a lesser weekend requirement on a non-rotating basis, which are not guaranteed to continue. If the Medical Center seeks to change a weekend requirement that exists for an entire department/unit, it will provide the Union with at least thirty (30) days' notice and an opportunity to discuss, but will not provide less than every other weekend off.

3. Individuals hired into a registered nursing role prior to 2009 who as of the date of ratification of the 2019 Agreement already work no more than every third weekend ("Q3 nurses") who remain on such schedules as of the ratification of the 2019 Agreement shall remain on a schedule to have two out of three weekends off (one weekend on and two off) until they leave their employment with the Medical Center, opt out, or transfer to a different shift, position, or unit/department.
4. Individuals hired into a registered nursing role on or after 2009 who as of the date of ratification of the 2019 Agreement already work no more than every third weekend ("Q3 nurses") shall remain on every third weekend schedules (one weekend on and two off) until they leave their employment with the Medical Center, opt out, or transfer to a different shift, position, or unit/department. If the Medical Center seeks to eliminate one or more Q3 schedules, it will provide the Union with at least thirty (30) days' notice and an opportunity to discuss, but will not provide less than every other weekend off. The nurse(s) impacted by any such elimination will be the nurse(s) on the department/unit and shift with the least bargaining unit seniority.
5. The limitation on weekend schedules shall not apply to nurses hired to work a predominately weekend schedule or to the use of call on weekends when a nurse is scheduled off. Call will not be extended to additional departments/units without thirty (30) days' notice to the Union and an opportunity to discuss. However, absent emergent needs after the schedule is posted, nurses shall be scheduled for call as part of six-week scheduling.
6. Except as provided in this Agreement, nurses scheduled to work a weekend will be scheduled to work both weekend shifts when working, but nurses may trade shifts after the schedule is posted provided that it does not cause the Medical Center additional overtime expense and the manager or his or her designee is notified and approves in writing.
7. Clinical Documentation Improvement, Clinical EHR Education, Clinical Quality, Staff Development, Structural Heart Clinic, Utilization Management, Accreditation, Operating Room, PACU, A6/Cath Lab, MPR, Radiology, and Dialysis, use their existing weekend shift scheduling requirements and processes specific to the department/unit. If the Medical Center wishes to change those, it will provide notice at least one full scheduling period (six weeks) in advance and bargain the decision and effects during that six week period. This will not prevent the Medical Center from using electronic scheduling (currently Kronos).

8. Nurses who miss a weekend shift for any reason may be required to accept an additional weekend shift to make up the missed weekend shift(s) when a need for additional weekend staffing arises before the end of the second six-week scheduling period after the scheduling period in which the absence occurred. A list of missed weekend shifts shall be maintained. A nurse who misses a makeup weekend shift may be required to make up that missed shift as well as the original one. Reasonable notice will be provided of the date such shifts are to be worked. This shall not prevent the additional application of the attendance policy.

ARTICLE 32 - SCHEDULED PTO

A. Scheduled PTO will be granted as follows:

1. Amount of Scheduled PTO Requests Available
 - a. Both parties recognize that scheduled PTO time is important to nurses. For that reason, scheduled PTO requests will not be unreasonably denied by the Medical Center even if beyond the minimums set forth below.
 - b. The parties have not adopted a maximum limit on the number of scheduled shifts of PTO that a department/unit may grant, and nothing in this section should be construed or implied to act as such a limit. Some units/departments may be able to grant additional scheduled PTO during some or all of the weeks of the year, and should continue to do so consistent with patient care needs.
2. Minimum Scheduled PTO Requests Available
 - a. Except as provided below, all units/departments will grant the following minimum number of hours of scheduled PTO requests consistent with this Agreement:
 - i. Summer ("Prime Time") - Seven percent (7%) of Budgeted FTEs
 - ii. Fall, Winter, Spring (Non-Prime Time) - Nine percent (9%) of Budgeted FTEs
 - b. Summer begins with the start of the work week preceding Memorial Day. Summer ends at the end of the payroll period that includes Labor Day. All other payroll periods outside of Summer are part of the Fall, Winter, and Spring.
 - c. Minimum hours shall be divided for use by each shift that a department/unit maintains in a reasonable manner that is generally proportional to the size of each shift. (For example, if four full week scheduled PTO shifts are available on a unit with a day and night shift of roughly equal size, two will

generally be available for scheduling by each shift. A fifth full week of scheduled PTO could be taken by either shift, or divided such that single shifts are taken by both shifts.) No department/unit will grant less than one full week of scheduled PTO shifts during each week regardless of season.

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

3. Seniority Based PTO Requests

a. Requests submitted by the following deadlines shall be granted on the basis of the nurse with the highest bargaining unit seniority on their shift within their department/unit. Requests for a full-week of scheduled PTO (which are those where a nurse will be taking PTO time equivalent to a nurse's weekly FTE commitment) will be considered and granted before requests to take off individual shifts but not a full week. All requests shall be returned to the nurse by the manager or designee within 14 days after the deadline to submit the request.

- i. June - September PTO- requests are due by March 1 (returned by manager or designee to employee within 14 days)
- ii. October - January PTO- request are due by July 1 (returned by manager or designee to employee within 14 days)
- iii. February - May PTO- request are due by November 1 (returned by manager or designee to employee within 14 days)

b. For any consecutive time off which will be for all or part of the last full week of one of the above scheduled PTO periods, and continue into the subsequent period, a nurse may request the full length of the consecutive time by the due date for the first scheduled PTO period.

c. (The new scheduling procedures will be effective with requests due on July 1, 2019, and requests already approved in writing for dates after ratification will not be rescinded.)

4. Later Scheduled PTO Requests

a. After granting scheduled PTO during the three bidding periods as described above, additional requests shall be received and granted at least up to the minimums set forth above on a first-in basis for requests received before the end of the schedule preference close date. To be considered, these scheduled PTO requests must be received prior to the scheduling preference close date

at the end of the second full week of the schedule during which they will be taken. Requests received after that date will be at the manager's discretion. Nurses will be notified of approval with the release of the next six-week scheduled posting period following submission if the request was made before the scheduling preference period closed.

5. Other Scheduled PTO Principles

- a. Nurses shall be able to view all scheduled PTO requests through Kronos or other reasonable means adopted by the unit.
- b. Nurses may submit requests if they will have sufficient PTO time accrued to cover their time off before the schedule that includes their scheduled PTO period is posted. A nurse who does not have the time accrued to cover their scheduled PTO when the schedule is built will be placed on the schedule and the scheduled PTO dates released for possible use by other nurses, unless the Medical Center in its discretion and on such other terms as it might agree permits the time to be taken on an unpaid basis in writing. Time taken off without pay, where permitted, shall still count toward the minimums set forth above. Nurses are responsible for tracking their own accruals.
- c. Nurses must adhere to the holiday scheduling requirements when seeking to schedule a PTO day on a holiday. A nurse may schedule PTO on an assigned holiday if they are able to find their own coverage for that holiday without incurring additional overtime. For nurses on the night shift, holidays are defined as both the shift starting the evening prior to the holiday and the shift starting the evening of the holiday.
- d. Nurses scheduling PTO on a weekend shift for which the nurses would otherwise be scheduled to work must still meet their weekend requirement and cannot use PTO. They may schedule the PTO only by swapping weekends with another nurse not scheduled who agrees to cover for the nurse on scheduled PTO. The swap must be made without incurring overtime. Nothing in this obligation shall prevent a manager from working with nurses to cover one or more weekends where PTO is to be used, but the failure to do so shall not be subject to the grievance and arbitration provisions of this Agreement.
- e. Once approved and subject to having the time accrued, scheduled PTO requests will remain unaltered absent mutual agreement. This shall not prevent the correction of an error identified during the grievance process. In

that event, the impacted nurse(s) will be the least senior nurse(s) with scheduled PTO during the week during which PTO must be cancelled.

6. Amount of Consecutive Scheduled PTO

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

7. Non-Bedside, Surgical Services and Other Procedural Areas

- a. Clinical Documentation Improvement, Clinical EHR Education, Clinical Quality, Staff Development, Structural Heart Clinic, Utilization Management, and Accreditation, which are non-bedside areas, shall continue to grant the amount of PTO they schedule now and will use their existing scheduled PTO process specific to the department/unit except as provided below. The Operating Rooms, PACU, A6/Cath Lab, MPR, Radiology, and Dialysis, which are procedural areas that have unusual and specific needs, may continue to grant the amount of PTO they schedule now and will use their existing scheduled PTO process specific to the department/unit. If the Medical Center wishes to change those PTO processes for non-bedside or procedural nurses, it will provide notice at least one full scheduling period (six weeks) in advance and bargain the decision and effects during that six week period. This will not prevent the Medical Center from using electronic scheduling (currently Kronos).

ARTICLE 33 - HOLIDAY SCHEDULING

B. Holidays shall be scheduled by groups:

Group A	Group B
Contract Year 2022	Contract Year 2022
July 4 – 2022	Memorial Day - 2022
Thanksgiving – 2022	Labor Day – 2022
New Year’s Day – 2023	Christmas – 2022

- C. Regular full-time and part-time nurses in a unit/department will be assigned into two equally divided groups for the purpose of holiday scheduling. In the event there are more nurses than needed on a holiday within a Group, extra nurses, on a rotating basis beginning with the nurse on the relevant shift with the most bargaining unit seniority, shall be rescheduled so that they have the holiday off where skill mix permits.
- D. The hours associated with working a holiday will mirror the pay practices. For the night shift, however, nurses shall be required to be scheduled for both the shift starting the evening prior to the holiday and the shift starting the evening of the holiday.

ARTICLE 34 – HOLIDAY PAY

A. Recognized Holidays

Recognized holidays for purposes of this Section shall be New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

B. Holiday Pay Eligibility

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

C. Holiday Payment

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

D. Holiday Premium for Hourly-Paid Nurses

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

E. Holiday for Salaried Nurses

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

ARTICLE 35 - FLOAT POOL

A. Nurses Currently in the Float Pool. For nurses currently employed in the float pool as of the date of ratification of this agreement. The following terms shall apply.

1. Wages

i. Pool RN I – Pool RN I's shall in addition to the base wage received for working in non-pool positions receive an additional \$1.00 per hour for working in the pool. The base wage increase shall not apply to this additional payment, but the additional payment will in all other respects be treated as part of the base wage consistent with past practice.

ii. Pool RN II – Pool RN II's shall in addition to the base wage received for working in non-pool positions receive an additional \$2.00 per hour for working in the pool. The base wage increase shall not apply to this additional payment, but the additional payment will in all other respects be treated as part of the base wage consistent with past practice.

2. Floating Assignments. Nurses shall continue their current unit float assignments. Unit assignments will be identified in writing.

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

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

B. New Pool and Existing Pool Who Choose to Meet the Following Requirements. For nurses hired into the float pool after ratification of this agreement, or existing float pool nurses who choose to meet the following requirements, the following terms apply.

1. Wages

i. Pool RN I – Pool RN I's shall in addition to the base wage received for working in non-pool positions receive an additional \$2.00 per hour for working in the pool. The base wage increase shall not apply to this additional payment, but the additional payment will in all other respects be treated as part of the base wage consistent with past practice.

ii. Pool RN II – Pool RN II's shall in addition to the base wage received for working in non-pool positions receive an additional \$3.00 per hour for working in the pool. The base wage increase shall not apply to this additional payment, but the additional payment will in all other respects be treated as part of the base wage consistent with past practice.

2. Floating Assignments.

- i. Pool RN I – All departments within one of the following pools (M-C, M-S, or Tele).
- ii. Pool RN II – All departments within two of the following pools (M-C, M-S, or Tele) OR within the Critical Care pool.

CLINICAL AREAS	UNITS
Med/Surg	C3 (Adult), B3, B3 South, B4, D4, D5, C1R, D6
Telemetry	A4, A7, B2, C2, C4, A6 Recovery
Critical Care	A2, A3, ICU, ED, B2, A6 Recovery
Maternal/Child	OB Couplets, C3 Pediatrics, NICU

- 3. Weekends. Nurses shall work no more than one (1) out of every two (2) weekends.
- 4. Holidays. Nurses shall be required to work no more than (1) summer and one (1) winter holiday.

ARTICLE 36 - LOW CENSUS

A. When the Medical Center experiences a reduction in patient census needs that will result in a temporary reduction in staff for all or part of a shift below scheduled staffing, the Medical Center will assign low census to nurses working in an impacted department and shift in the following order:

- 1. Nurses in overtime. The nurse with the least bargaining unit seniority who will be in overtime for that shift or being paid at time and a half unless there is a volunteer who is in overtime.
- 2. Volunteers as provided below.
- 3. A Patient Care Coordinator (PCC) performing supplemental bargaining unit work, agency, contract, and system staffing nurses in any order.
- 4. The nurse with the least bargaining unit seniority working extra shifts at straight time unless there is a volunteer.
- 5. PRN A and B.
- 6. Regularly scheduled full-time, part-time, and PRN C nurses on an involuntary basis as provided below.

B. A record will be maintained by each Department to ensure that voluntary and involuntary Low Census Time assignments are appropriately distributed within that Department. The following order of low census shall be used:

- 1. Voluntary Low Census: An initial list shall be prepared by each Department listing all fulltime, part-time, and all PRN nurses working in the Department in bargaining unit seniority order (PRNs with no seniority will be placed at the bottom of the list). In departments predominantly using twelve (12) hour shifts, afternoon shifts are part of day shift. Volunteers shall be accepted when needed beginning with the most senior nurse. When a low census shift is awarded, the date shall be recorded, and that date will be used in lieu of

the nurse's seniority date. New nurses who join the department shall be placed at the bottom of the voluntary low census date on the date they finish being precepted as part of unit orientation regardless of bargaining unit seniority. In the event that the last voluntary low census dates are tied then bargaining unit seniority date shall be used to break ties. Volunteer low census planned to last two (2) hours or less shall not rotate a nurse on the list.

2. Involuntary Low Census: An initial list shall be prepared by each Department listing all full-time, part-time, and PRN C nurses working in the Department in bargaining unit seniority order. In departments predominantly using 12 hour shifts, afternoon shifts are part of day shift. Nurses shall be selected for involuntary low census when needed beginning with the least senior nurse working. Thereafter, shifts shall be awarded based on the last date a nurse was assigned an involuntary low census shift, with the nurse working who has not received an involuntary low census shift for the longest period of time being assigned a low census shift first. When a low census shift is awarded, the date shall be recorded. New full-time, part-time, and PRN C nurses who join the department shall be placed at the top of the involuntary low census list on the date they finish being precepted as part of unit orientation regardless of bargaining unit seniority. In the event that the involuntary low census dates are tied then bargaining unit seniority date shall be used to break ties, with the least senior nurse being assigned the involuntary low census. Nurses who receive an involuntary low census as a result of being in overtime, paid at time-and-a-half, or being on an extra shift shall not rotate on this list as a result.

A nurse who is being precepted during her or his initial department orientation and the nurse who is precepting shall not be given low census.

In the event that the frequency of involuntary low census on a department increases significantly, then on request, the parties will hold a special conference to discuss options for addressing the situation.

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

- C. Low Census Before the Start of Shift: When assigning a low census to a nurse before the start of their shift, the Medical Center may either: (1) assign a "low census" ("LC") to a nurse for their entire shift; or (2) place a nurse on "low census-on-call" ("LCOC"). A nurse placed on LCOC will receive on-call pay at their regular on-call rate per Article 28 for the hours they remain on-call. The Medical Center may not utilize LCOC to alter the scheduled start of a nurse's shift.

A nurse placed on LCOC will be contacted by the Medical Center and given reasonable

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

D. Callback from LCOC

A nurse placed on involuntary LCOC and called to report to work will be paid time and a half (1 and ½) for the remainder of their shift.

A nurse on voluntary LCOC and called to report during, not at the commencement, of a four-hour block will be paid at time and a half (1 and ½) their base hourly rate of pay for the remainder of that four-hour block.

A nurse on voluntary LCOC and called to report at the commencement of a four-hour block, or upon the beginning of the next four-hour block if called in during a four-hour block, shall be paid straight time for the remainder of their shift, unless otherwise entitled to overtime or staffing incentive.

A nurse not placed “on-call” when assigned a “low census” will not be required to report to work and cannot be placed “on-call” at another time.

For purposes of this Article, the applicable four-hour blocks are 0700-1100, 1100-1500, 1500-1900, 1900-2300, 2300-0300, 0300-0700.

E. Low Census After the Start of Shift:

When assigning a “low census” to a nurse after the start of their shift, the Medical Center may either: (1) assign a “low census” (“LC”) to a nurse for the remainder of their shift; or (2) place a nurse on “low census-on-call” (“LCOC”). A nurse placed on LCOC will receive on-call pay at their regular on-call rate per Article 28 for the hours they remain on-call and if called to return to work will be paid time and a half (1 and ½) for the remainder of their shift.

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

ARTICLE 37 – WAGES AND DIFFERENTIALS

A. The parties implemented wage increases for the bargaining unit prior to the effective Date of the 2022-23 Agreement effective December 12, 2021, as follows:

1. All nurses in the bargaining unit, as of December 12, 2021, that were not at or above the maximum rate in their job classification, received a pay increase of six percent (6%), subject to the limitations in (3) below.
2. Minimum wages in each classification were raised by five percent (5%). Top wages in each classification were raised by four percent (4%).
3. If the wage increase, discussed in (1) above, placed a nurse above the top of the maximum rate in their job classification, they received a lump sum payout bonus for the portion of their percentage raise that exceeded the top of the wage scale as adjusted. For example, if a nurse was currently at top of scale, because the top of scale was raised by four percent (4%), the nurse received the remaining two percent (2%) of the nurse's six percent (6%) wage increase as a one-time lump sum. The lump sum payout bonus was included in the December 31, 2021 paycheck.
4. In the event non-bargaining unit RNs employed by the Medical Center receive a general wage increase above or in addition to 6% between November 1, 2021, and December 31, 2022, bargaining unit RNs will receive the same increase effective at the same time as the increase to non-bargaining unit RNs.

For informational purposes, a chart of the minimum and maximum rates for bargaining unit job titles for the 2022-23 Agreement appears in Exhibit A.

5. **Nurse Practitioners:** Nurse practitioners and other salaried nurses shall be subject to the same wage increases and changes to the minimum and maximum of the scale as other hourly paid nurses, but, excluding Neonatal Nurse Practitioners, shall not receive any of the differentials set forth in this Agreement.

- a) Effective January 1, 2022, the CME budget for Nurse Practitioners shall be \$2,500.

6. **New Hire Placement:** The Medical Center agrees to pay a nurse newly hired into the bargaining unit a reasonable wage considering the wages of bargaining unit nurses performing similar duties at the Medical Center, the newly hired nurse's years of experience as a licensed nurse, and the nurse's other relevant certifications and specialized training and/or experience.

B. Clinical Ladder Wages

- a) Upon the implementation of the wage increase described in Section A of this Article, all nurses remaining on the clinical ladder moved to wages + increases as if the RNs had not been on the ladder during the 2019 Agreement.

C. Differentials for Hourly Paid Nurses

1. Weekends: \$1.00/hour (shifts the majority of which fall from 11:00 p.m. Friday and 11:00 p.m. Sunday). Differential effective the first full payroll period that begins after ratification.
2. Charge: \$1.25/hour. New differential effective the first full payroll period that begins after ratification.
3. Afternoons: \$1.00/hour. New differential effective the first full payroll period that begins after ratification.
4. Midnights -\$2.00/hour. The existing midnight bonus in operation at ratification also remains effective.
5. Preceptor -\$1.00/hour differential.

D. SANE Nurses

1. The parties agree that the SANE classification will not be continued for nurses providing these services to patients, and that following ratification, SANE nurses will be considered Registered Nurses (classification number 482).
2. In addition to their base rate of pay, nurses who are fully qualified and designated as SANE nurses shall receive an additional two dollars (\$2) per hour to their base wage. The base wage increase shall not apply to this additional payment, but in all other respects it shall be treated as part of their base wage in the same manner as a nurse serving in the pool.

D. Endovascular and Cardiovascular Specialty Teams Differential

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

a.) Applying to a Specialty Team

Nurses on the endovascular ("EV") and cardiovascular ("CV") specialty teams who have: (i) completed the entire general operating room orientation; (ii) applied and been accepted to one of these two specialty teams; (iii) completed their specialty team orientation and been a member of their current team for a minimum of six (6) months; and (iv) remain a member of the specialty

team (which includes taking call and assisting in general OR cases as needed) shall if they meet the additional criteria below be eligible for a differential (which shall be added to their base wage for purposes of vacation and holiday so long as they remain on their current team) as described below. Nurses who leave the team for any reason shall not retain the differential.

b.) Completion of Specialty Orientation

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

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

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

c.) RN EV and CV Level 2 Requirements

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

- Demonstrates knowledge of all (EV or CV) equipment, instrumentation, supplies and their location
- Independently and thoroughly completes case cart prep, organizes equipment and needed supplies
- Accurately and thoroughly completes the required OR document
- Actively participates in precepting new staff and students
- Works with the OR educator to assist with OR staff development tasks
- Uses appropriate communication technique with all team members
- Ability to problem solve and resolve conflicts
- Responds appropriately when on-call
- Meets the demands of the closed specialty team
- Current with all educational and licensure requirements

- Adheres to and enforces all OR policies and procedures
- If enough hours to sit for the CNOR examination have been accrued, is actively pursuing and thereafter achieves CNOR certification by the third exam sitting and maintains CNOR certification thereafter.
- Minimum of 6 months on team

d.) RN Level 3 Requirements

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

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

ARTICLE 38 – HEALTH INSURANCE

- A. During the term of this Agreement, nurses covered by this Agreement shall remain eligible to participate in health insurance on the same terms, to the same extent, and at the same cost that the Medical Center offers such programs to other Medical Center employees, including any future improvements and/or other changes to the cost, benefits, plan designs, providers, and administrators that the Medical Center makes for other employees provided it complies with the rest of this Article. This includes the right to discontinue an existing plan provided that “Gold” and “Silver” plans continue to be offered in a manner that complies with the rest of this Article.
- B. For current group health insurance, full and part time nurses who are normally scheduled and budgeted to work 20 hours or more per week will be eligible for medical plan coverage, and the maximum premium share for the nurses during the term of this Agreement will be the rate charged to other Medical Center employees, including any future changes to those rates, not to exceed the following percentages of the total premium:

Medical Plan	Full or part-time FTE Hours per two week pay period	Percentage Share of Premiums
HMO	60 hours or more	23.5%
	Less than 60 hours	47%
POS	60 hours or more	34%
	Less than 60 hours	60%

*Note: The above chart is not a guarantee that the Medical Center will provide group health benefits in the form of an HMO or POS. But the Medical Center will provide group health insurance plans consistent with the Gold and Silver plan descriptions described more fully below.

C. Notwithstanding the language set forth above, during the term of the 2019 Agreement:

1. The Medical Center agrees that it will maintain a Choice Medical plan that continues to meet the requirements set for ACA “Gold” plans (80% minimum actuarial costs paid) with respect to the portion of costs paid by the plan and will maintain a “Standard” plan (70% actuarial costs paid) that meets the requirements of the ACA “Silver” plans. (Plan Gold and Silver status will be based on the CMS AV Calculator and adjusted for benefits not captured in the calculator, such as coinsurance max and DME, in a manner that is consistent with reasonable actuarial standards).
2. The Medical Center agrees that it will not increase the true out of pocket limit (“TROOP”) paid for the plan year that began on July 1, 2018 (currently \$7,350 per person and \$14,700 per family) for the duration of this agreement (until July 1, 2023).
3. The Medical Center agrees that it will continue to permit nurses to enroll spouses and other dependents in a manner consistent with the practices in effect for the 2019-20 plan year. This commitment shall not apply to or prevent the Medical Center from setting surcharges for those spouses and/or dependents who have other healthcare coverage available to them.

ARTICLE 39 – LONGEVITY BONUS

For the life of the 2022-23 Agreement, the following longevity bonuses shall be paid on a nurse’s anniversary date of hire into the bargaining unit. Hours shall mean hours paid by the employer or hours on which an employee is on an approved FMLA leave and otherwise would have worked. The bonus shall otherwise be interpreted consistent with existing practice in place at the time of ratification.

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

ARTICLE 40 - RETIREMENT BENEFITS

- A. During the term of this Agreement, nurses covered by this Agreement shall remain eligible to participate in the following benefits on the same terms, to the same extent, and at the same cost that the Medical Center offers such programs to other Medical Center employees, including any future improvements and/or other changes to the cost, benefits, plan designs, providers, and administrators that the Medical Center makes for other employees provided they comply with the remaining requirements of this Article. This includes the right to discontinue an existing 401k or 403b plan provided that 401k and 403b plans continue to be offered in a manner that complies with the rest of this Article.
- B. Notwithstanding the language set forth above, during the term of the 2022-23 Agreement:
1. The Medical Center will continue to maintain a 403b contributory retirement plan that includes the current elements of the contributory match (up to 2% match if nurse puts in 3% of wages)
 2. The Medical Center will maintain a non-contributory 401k non-contributory retirement plan. Nurses will remain eligible for discretionary non-match contribution to their 401k of up to 3% and will be paid on the same basis it is paid for the other plan participants as set forth in the plan document. The Medical Center agrees should the Medical Center's contribution fall below three percent (3%), then on request, the Medical Center will bargain concerning the amount of retirement contributions. Other terms shall remain in effect.
 3. The defined benefit pension plan currently covering some nurses as of the date of the ratification of the 2019 Agreement will not be eliminated for the life of the 2022-23 Agreement.
 4. Vesting schedules for nurses in these plans will remain unchanged.
 5. The Medical Center otherwise retains control over other aspects of retirement plan designs and administration as set forth above.

ARTICLE 41 - OTHER FRINGE BENEFITS

- A. During the term of this Agreement, nurses covered by this Agreement shall remain eligible to participate in the following benefits on the same terms, to the same extent, and at the same cost that the Medical Center offers such programs to other Medical Center employees, including any future improvements and/or other changes to the cost, benefits, plan designs, providers, and administrators that the Medical Center makes for other employees. If during the term of this Agreement, the Medical Center decides to replace or not to continue offering one or more of the benefits set forth below, the Medical Center will give the Union notice of the Medical Center's planned changes at least twenty-one (21) days before they go into effect and on request the Medical Center will bargain about the effects of such changes, including proposals by both sides to replace the benefits. The effects-only bargaining will not delay the effective date of any changes.

B. Benefits currently subject to this Section are the following:

1. Life Insurance
2. Dental Insurance
3. Vision Insurance
4. Flexible Spending Accounts (medical and dependent care)
5. Long Term Disability
6. Accidental Death and Disability
7. Employee Assistance Program
8. Group Legal Plan
9. Short Term Disability.

ARTICLE 42 - OTHER BENEFITS AND PRACTICES

- A. The Medical Center will provide parking to nurses without cost for the term of the 2022-23 Agreement.
- B. Certain benefits and practices presently exist which are not spelled out in this Agreement, and it is understood that while the Medical Center may continue to offer them, their continuation without change for the period of this Agreement is not guaranteed. Such benefits and practices include but are not limited to matters such as parking, vending machines, cafeteria services, and recognition awards. When the Medical Center decides to change any such benefit and/or practice, it may do so, but on request will discuss the effects of the change on nurses with the Union. It is understood that failure to reach agreement in such bargaining does not obligate the Medical Center to proceed to arbitration on the issues involved.

ARTICLE 43 – PAID TIME OFF

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

- A. Paid time off (PTO) is paid time made available to nurses by the Medical Center for short-term, non-work needs such as sickness, vacation and personal reasons.
- B. Nurses classified as regular full-time employees and part-time employees with a full time equivalent status of 0.5 or more who are normally scheduled to work twenty or more hours a week shall begin accruing PTO hours on the first day of employment as provided below and accrued hours may be used beginning with the 31st day of employment.
- C. PTO time must be accrued before it may be used. PTO hours are used to pay for scheduled time missed due to personal reasons, vacation or illness. The maximum amount of PTO that may be used in a pay week is the greater of average hours worked over the preceding twelve (12) months or the nurse's scheduled hours, not to exceed forty (40) hours.
- D. Available PTO hours must be used to account for the difference between scheduled and worked hours in a nurse's primary job (but scheduled time in an alternative job may not be

covered by PTO), including time missed during the first 7 consecutive calendar days of a long-term absence. Unpaid time off is not available until the PTO bank is exhausted. If PTO hours are unavailable or insufficient to cover the time missed, then the time missed will be unpaid.

E. The maximum amount of PTO that may be used in one week is the greater of average hours worked over the preceding 12 months or scheduled hours, not to exceed 40 hours. Employees may pick up additional shifts that fall outside of the hours that they would have normally been scheduled in their primary jobs, for a grand total that exceeds 40 hours combined regular and PTO hours in one week, but PTO is limited to 40 hours.

F. PTO Accruals for full and part time employees

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

Length of Employment (Years)	Hours Paid to Earn One Hour of PTO	Maximum PTO Hours Earned per Year (Annual Max)	Maximum Accumulated PTO Hours
Hire thru 4	13.68	152	228
5 thru 9	10.83	192	288
10 thru 19	8.97	232	348
20+	7.64	272	408

G. Rollover of PTO Hours

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

H. Annual PTO Sell Back

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

I. PTO Falling during a holiday period

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

J. Illness during planned PTO time

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

K. Rate of pay during PTO time

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

L. Donation of PTO time

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

M. Military leave payout.

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

N. Payout of PTO at separation of employment

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

O. PRN C Low Census Time Off

PRN C Nurses shall accrue up to twenty-four (24) hours of Low Census Time Off (LCTO) annually at the corresponding PTO accrual rates to their length of employment. The accrued LCTO may not rollover over at the end of the year. The use of LCTO for PRN Cs shall be for the purposes of covering for hours for which they are administered or accept a low census or are scheduled but unable to work due to illness. LCTO shall be paid out at the nurse's straight time hourly wage rate.

ARTICLE 44 – LONG TERM SICK

Long Term Sick shall be available to bargaining unit members through June 30, 2022. After June 30, 2022, the Medical Center shall not pay out Long Term Sick and nurses will cease to accrue long term sick. Until then, the Medical Center shall provide Long Term Sick hours as provided below.

- A. Long term sick (LS) hours are used to pay for time missed due to the nurse's own serious medical condition beginning on the eighth calendar day of absence or as otherwise provided in this Agreement for adoption.
- B. Payment made from accrued LS hours are made at seventy-five percent (75%) of the nurse's regular, straight-time rate, exclusive of shift differential or any other premium. Nurses may use PTO time to receive pay for the difference between what is covered by LS and their regular straight-time hourly rate.
- C. Nurses who return to work on a reduced schedule after using LS hours may continue to supplement their worked time with LS hours if they are medically unable to return to their former schedule.
- D. The Medical Center may, at any time, require medical certification of a nurse's inability to work as a condition for payment from LS hours.
- E. LS payment for the nurse's own serious health condition may continue for the lesser of six (6) months or until there is no balance remaining, with a maximum payment of 1040 hours at seventy-five percent (75%).
- F. Accrual of Long-Term Sick
 - 1. Nurses classified as regular full-time employees and part-time employees with a full time equivalent status of 0.5 or more who are normally scheduled to work twenty or more hours a week shall begin accruing LS on the first day of employment as provided below and accrued hours may be used beginning with the 31st day of employment.

2. LS hours are accrued at the rate of one (1) hour for each thirty-six (36) hours paid.
3. A maximum of fifty-six (56) LS hours may be earned in one year.
4. Eligible salaried employees' LS accrual balance will be adjusted to 1,040 hours after one year in a salaried benefited role.

ARTICLE 45 - LEAVES OF ABSENCE

A. General

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

B. Types of Leaves of Absence

1. Family and Medical Leave

- a. The Medical Center shall comply with the Family Medical Leave Act (FMLA). Consistent with the terms of the FMLA, nurses eligible under federal law may take leaves of absence for the birth of a child or to take care of a newborn child within one year of birth. Nurses eligible under the FMLA may also take leave for the adoption of a child or a placement of a foster child. Where available under the

FMLA, leave may also be taken for the care of a spouse, child, or parent who has a serious health condition; because of the nurse's own serious health condition; or for any "qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the nurse is a military member on active duty, or has been notified of an impending call to active duty status. In the case of newborns, nurses employed by Munson Medical Center shall be entitled to use the amount of FMLA leave they would otherwise be entitled to use if their spouse was not employed by Munson Healthcare.

- b. When the need for leaves is foreseeable, nurses are expected to provide thirty (30) days advance notice. When not foreseeable, nurses are required to provide notice of the need for leave as soon as practicable consistent with the FMLA's requirements. When leave is needed for planned medical treatment, nurses must attempt to schedule treatment so as not to unduly disrupt Munson's operations. Failure to provide appropriate notice may result in the denial of FMLA leave.
 - c. When FMLA leave is used, the nurse must use available PTO time to cover scheduled work shifts missed except: (1) A nurse absent for the employee's own serious health condition which is covered by the Workers' Compensation Act need not take PTO where the provisions of the Worker's Compensation Act provide compensation. (2) A nurse absent for the employee's own serious health condition must otherwise use PTO for the first consecutive seven (7) calendar days of an absence and thereafter unless the nurse has Long Term Sick time accrued and available to fully cover the absence unless and until Long Term Sick is unavailable or insufficient. (3) When FMLA leave is taken for the purpose of adoption, a nurse must use available PTO for the first seven (7) consecutive calendar days of absence. If unavailable or insufficient, the time will be unpaid. Beginning with the 8th consecutive calendar day of absence, available, accrued Long Term Sick hours will be used up to a combined maximum of six (6) weeks. If Long Term Sick hours are not available or sufficient, nurses must use remaining PTO time to cover the time missed for adoption.
 - d. For purposes of determining eligibility for leaves, the Medical Center will use a rolling twelve (12) month period whereby each time a nurse takes FMLA, the remaining leave available will be any balance of the 12 weeks which has not been used during the immediately preceding 12 months looking backward from the date of requested leave.
2. Medical (Non-FMLA, Non-Occupational) Leave. The Medical Center will provide a Non-Occupational Medical Leave of Absence for eligible full and part-time nurses who have completed at least ninety (90) calendar days of service and are unable to work due to their own serious health conditions for up to thirty (30) calendar days per rolling calendar year looking backward from the date of requested leave. Extensions may be granted for up to thirty (30) day periods (to a total of 90 calendar days) per calendar year looking backward from the date of requested leave, and thereafter as may be

required by applicable law. This section is intended to provide leave for nurses who have exhausted and/or do not qualify for leave under the FMLA and/or other applicable laws. It may also be used for child birth not otherwise covered under the FMLA. All time under this section shall run concurrently with leave under FMLA and/or other applicable law for employees who qualify. The Medical Center may require appropriate documentation from a healthcare provider. A nurse must use PTO for the first consecutive seven (7) calendar days of an absence and thereafter unless the nurse has Long Term Sick time accrued and available to fully cover the absence unless and until Long Term Sick is unavailable or insufficient. The Medical Center will continue health care coverage and other benefits for the nurse and/or his family on the same terms those plans are available to other employees provided that the nurse continues to make arrangements to pay the share of premium paid by other employees.

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

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

4. Military Leave. The Medical Center will provide Military Leaves of Absence in accordance with applicable law for eligible nurses who are called for military duty and nurses who are members of reserve units, including periodic training obligations.
5. Jury Duty.
 - i. The Medical Center recognizes that a nurse has an obligation to serve jury duty. Any nurse called for jury duty must notify her/his supervisor that she/he has been selected for jury duty as soon as she/he has received notice to report for jury duty and provide copies of her or his summons or other appropriate documentation. Nurses must also continue to update their

supervisors of the expected duration. A nurse will be paid the difference between jury pay paid by the court and her/his straight-time hourly rate for the nurse's regularly scheduled lost work hours. If jury duty is not a full day, the nurse is required to contact their manager, or designee, when they have completed jury duty. It is at the discretion of the manager whether or not the nurse will be required to return to work to complete their scheduled shift and/or spend time on other projects.

- ii. A nurse working on the night shift or evening shift the night before jury duty will not be required to work on the night shift past 11:30 p.m. the night before the date of jury service.
- iii. Time spent by a nurse attending any proceeding covered by this article shall not adversely affect any continuation of paid insurance benefits.

6. Funeral Leave. In the event of a death in the immediate family, full and part-time nurses who have completed at least ninety (90) calendar days of service will be paid up to twenty-four (24) hours of funeral leave at their base rate of pay for otherwise regularly scheduled working time (taken between the date of death to the day after the funeral) from which the nurse is absent by reason of such death for the purpose of making necessary funeral arrangements, attending the funeral or otherwise assisting in family matters relating to the death. Pay shall be computed on the basis of the nurse's straight-time hourly rate times the number of hours which the nurse was scheduled to work on the bereavement day(s).

For purposes of the section, "immediate family" shall include the nurse's parents and step parents, current spouse, children/stepchildren, brother and sister (including step/half brothers and sisters), grandchildren (including step grandchildren), grandparents and step grandparents, current mother-in-law, current father-in-law, and current daughter-in-law/son-in-law. The Medical Center may require a nurse to furnish satisfactory evidence of death. If a non-family member assumes the role and assumed the responsibilities of any of the above, a nurse may ask the Medical Center in writing for special consideration within two weeks of death.

Nurses on vacation or an approved paid leave when a death in the immediate family occurs may use their funeral time in lieu of their PTO for the applicable days.

In the event of the death of anyone other than immediate family the nurse may request PTO to cover the attendance of a funeral or other bereavement.

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

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

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

ARTICLE 46 - STAFFING

- A. The Medical Center and Union have as their core values – safety and quality. The parties remain committed to staffing levels that provide high quality, relationship centered, and safe care to patients and do not over-burden nurses. The parties recognize that what staffing levels are in any department and what levels may be appropriate depend upon many factors that are not static, including the care needs of the patient, the acuity of the patient, and the number of other care providers involved in caring for the patient. The parties remain committed to providing nurses with a meaningful voice in ensuring appropriate staffing levels.
- B. The Medical Center will maintain staffing guidelines for department/units that provide direct patient care and make them available in a manner where they can be reviewed by the nurses on those departments/units. The parties recognize that staffing decisions involve many factors that staffing guidelines do not always capture, including increased or decreased patient acuity and needs.
- C. The MNA will be entitled to appoint two (2) bargaining unit nurses to the Medical Center's Staffing, Engagement, Recruitment and Retention Council on the same terms that it may appoint representative to other Professional Governance committees as agreed in Article 21. All plans developed by the Medical Center for substantive changes to existing staffing guidelines will be presented to the Professional Governance Committee at least thirty (30) days in advance to provide input, absent a bona fide emergency requiring faster action. The Union shall be provided a copy at the same time notice is given to the committee.
- D. Should significant, ongoing staffing concerns arise on one or more units or otherwise as part of the council's work on staffing or should the Union take issue with a decision by the Medical Center to change staffing guidelines or the staffing implemented, the Union may request a special conference, which will be promptly held. If the subject of the special conference is regarding an anticipated change to existing staffing guidelines, the special conference shall be held within the thirty (30) day notice period and prior to the

implementation of the change. The specific guidelines adopted and staffing implemented by the Medical Center are not subject to challenge through the terms of this Agreement or a request to bargain.

- E. Nurses are encouraged to report staffing issues to the Medical Center. On any particular shift if a nurse perceives a patient safety concern that he or she believes results from inadequate staffing, the nurse shall immediately report their concern to the charge nurse or PCC and where appropriate, their immediate supervisor/manager. If the problem is not resolved by the charge nurse/PCC and the supervisor/manager agrees that a valid concern remains, the manager/supervisor will utilize appropriate available resources at the Medical Center (such as raising issues at bed meeting, float team, floating, system staffing, seeking volunteers, staffing incentive, and agency nurses who have the necessary training) that are available to the manager/supervisor to address the concern and ensure appropriate staffing, recognizing the competing interests of other patients and departments/units. In any event, the nurse shall continue to provide care as assigned.
- F. The manager on request will advise the nurse raising the concern the reasons for her or his decision. The Union may request a special conference to discuss ongoing issues in accordance with Section D above.
- G. The Medical Center recognizes that nurses who raise concerns regarding staffing are advocating for themselves and patients and should not suffer an adverse employment action as a result.

ARTICLE 47 - NO STRIKE NO LOCKOUT

- A. The parties to this Agreement mutually recognize that the services performed by the Medical Center and the work performed by nurses covered by this Agreement are essential to public health, safety, and welfare. It is the intent of the parties to settle disputes by the grievance procedure provided for herein.
- B. During the term of this Agreement or any extension thereof, there shall be no interruption of or interference with these services by nurses and/or the Union, nor will either of them promote, sponsor, engage in, or condone any strike, including any sympathy strike, slowdown, or concerted stoppage of work. In addition, during the term of this Agreement or any extension thereof, neither the nurses, the Union nor their agents shall engage in any picketing (including mass rallies at the Medical Center). When the Union receives notice that any act which constitutes a violation of this provision is occurring or threatened, it shall take immediate, positive action to stop or prevent the same. Violation of this provision by a nurse shall be cause for immediate termination or such lesser penalty as the Medical Center shall determine. It is understood, however, that the Union may grieve and if necessary arbitrate the fact of whether a violation of this section occurred, but that shall be the sole issue for resolution in any such proceeding.

- C. It is further agreed that there shall be no interruption of or interference with services at the Medical Center by nurses and/or the Union, nor will either of them promote, sponsor, engage in, or condone any strike, including any sympathy strike, slowdown, or concerted stoppage of work in connection with any grievance that is subject to the grievance and arbitration provisions of this Agreement. In addition, neither the nurses, the Union nor their agents shall engage in any picketing for the purpose of protesting any dispute subject to the grievance and arbitration provisions of this Agreement.
- D. During the term of this Agreement or any extension thereof, the Medical Center shall not lock out nurses covered by this Agreement.

ARTICLE 48 –SALARIED NURSES

The Medical Center shall pay salaried nurses a base salary. Salaried nurses are paid a salary based on an hourly wage times their budgeted FTE hours. Salaried nurses may be assigned to work beyond their normal schedule of hours as part of the position without an increase in compensation.

Salaried nurses, excluding Neonatal Nurse Practitioners, are not paid differentials based on the time of day (afternoon or midnights) or day of the week (weekends) of work.

Salaried nurses must be paid their base salary for each week in which they perform any work with the following exceptions.

The pay may be prorated during the initial and final weeks of employment (including weeks during which a nurse is recalled from layoff and laid off) when the nurse does not work the full week. However, the amount of the salary cannot be reduced based on the quantity or quality of the work performed.

1. If nurses are unable to work due to sickness (including any time off under the Family Medical Leave Act), disability or personal reasons, they must use their available banked paid time off as otherwise required by this Agreement. If nurses do not have sufficient banked time and the absence is a full day or more, their pay may be reduced below the base salary. If there is insufficient time and the absence is less than a full day, no deduction may be made.
2. Nurses may also have salary reduced for unpaid disciplinary suspensions of one or more full days imposed consistent with this Agreement.
3. With the exception of the above listed circumstances (and any others specified in this Agreement), salaried nurses must be paid their base salary for any week in which they perform any work. This means that their timesheet must reflect their full scheduled hours for any week in which they perform any work.

Extra Compensation. Nurses whose primary job is as a salaried employee would be eligible for additional straight time compensation if they work in an alternate hourly-paid classification.

Based solely on the hours they work in the hourly capacity, they may qualify for overtime hours in excess of 40 in a week.

Attendance. Nothing in this article prevents the application of an attendance policy consistent with this Agreement.

ARTICLE 49 – ALTERNATIVE WORK ARRANGEMENTS

- A. For nurses who do not provide direct patient care, the Medical Center may continue to offer alternate work arrangements, such as options to work remotely for all or part of a nurse's scheduled work assignment or to work alternative or flexible hours with the Medical Center's advance agreement, where appropriate for patient care and consistent with the Medical Center's assessment. Nothing in this Agreement is intended to abolish or limit the Medical Center's right to continue offering nurses such arrangements.
- B. Nothing in this Agreement will obligate the Medical Center to expand such arrangements. The Medical Center may also require that nurses come to the Medical Center as necessary for meetings, training, to cover for other employees, and other legitimate purposes.
- C. In the event the Medical Center proposes to discontinue an existing alternative work arrangement for a unit or department, it shall, absent emergent circumstances, provide at least four (4) weeks' notice to impacted nurses. The Medical Center shall then, upon request of the Union, bargain the effects of that decision.
- D. The Medical Center shall have the right to alter or discontinue an individual nurse alternative work arrangement. The Medical Center, however, shall not alter or discontinue an alternate work arrangement for an individual nurse for reasons that are arbitrary or capricious.

ARTICLE 50 – TRANSPORT PAY

A \$50 payment will be paid to NICU RN's assigned to patient transport outside of the Traverse City area, regardless of the amount of the notice given.

ARTICLE 51 - PAYMENT FOR CERTIFICATIONS

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

attainment of the certification. Licenses and registrations are not reimbursable. Payments for certifications are not part of and do not count toward the annual maximum for tuition reimbursement. Additional certifications may be added at the discretion of the Medical Center.

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

ARTICLE 52 - STATE AND FEDERAL LAWS

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

ARTICLE 53 - SUCCESSORSHIP

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

ARTICLE 54 - TERMINATION

This Agreement shall become effective upon the expiration of the 2019 Agreement except as otherwise stated and remain in effect through 11:59 p.m. on February 13, 2023. It shall be automatically renewed thereafter from year to year for additional one (1) year periods unless either party notifies the other in writing by certified mail at least ninety (90) days prior to the expiration date that it desires to modify, amend, or terminate this Agreement.

MUNSON MEDICAL CENTER

[Handwritten signature]

Tony Peterson

Matt Willo

MICHIGAN NURSES ASSOCIATION

[Handwritten signature] BSN, RN, ELRN

Dyann Cunningham

Carolyn M. [unclear]

Don Sheehy RN
[Handwritten signature] RN
[Handwritten signature]

Don Dierckx

Appendix A - WAGES

<u>JOB TITLE</u>	<u>Min through Nov 2021</u>	<u>Max through Nov 2021</u>	<u>Min from Dec 2021 through 2022</u>	<u>Max from Dec 2021 through 2022</u>
<u>Trauma Advanced Practice Prof</u>	\$49.51	\$73.09	\$51.99	\$76.01
<u>Transfer Coordinator</u>	\$28.01	\$41.77	\$29.41	\$43.44
<u>Coord Clinical Documentation RN</u>	\$29.55	\$49.19	\$31.03	\$51.16
<u>RN Data Specialist II</u>	\$29.55	\$49.19	\$31.03	\$51.16
<u>Coord Nursing Quality</u>	\$28.35	\$45.37	\$29.77	\$47.18
<u>Clinical Coord Stroke Program</u>	\$28.01	\$44.02	\$29.41	\$45.78
<u>Coord Childbirth Education</u>	\$28.35	\$45.37	\$29.77	\$47.18
<u>Clinical Documentation Spec RN</u>	\$28.01	\$44.02	\$29.41	\$45.78
<u>RN Audit Accred Resources</u>	\$28.01	\$44.02	\$29.41	\$45.78
<u>RN OR II</u>	\$31.21	\$45.15	\$32.77	\$46.96
<u>RN OR III</u>	\$33.34	\$47.40	\$35.01	\$49.30
<u>Neonatal Nurse Practitioner</u>	\$52.96	\$78.21	\$55.61	\$81.34
<u>PRN Electronic Hlth Rec Educ</u>	\$28.01	\$44.67	\$29.41	\$46.46
<u>RN Accreditation Resources</u>	\$28.01	\$47.14	\$29.41	\$49.03
<u>PRN Neonatal Nurse Practitioner</u>	\$58.26	\$86.03	\$61.17	\$89.47
<u>Clinical EHR Educator</u>	\$28.01	\$44.67	\$29.41	\$46.46
<u>Health Care Educator</u>	\$28.01	\$44.67	\$29.41	\$46.46
<u>Utilization Review Specialist</u>	\$28.01	\$41.77	\$29.41	\$43.44
<u>RN Data Specialist I</u>	\$28.01	\$43.16	\$29.41	\$44.89
<u>Coord Heart Failure Clinic</u>	\$30.05	\$51.75	\$31.55	\$53.82
<u>Pool RN I B</u>	\$29.08	\$42.90	\$30.53	\$44.62
<u>Pool RN II B</u>	\$30.14	\$44.02	\$31.65	\$45.78
<u>Pool RN I A</u>	\$29.08	\$42.90	\$30.53	\$44.62
<u>Pool RN II A</u>	\$30.14	\$44.02	\$31.65	\$45.78
<u>Clinical Coord APACHE/SEPSIS</u>	\$28.01	\$41.77	\$29.41	\$43.44
<u>Registered Nurse</u>	\$28.01	\$41.77	\$29.41	\$43.44

Side Letter Re Conference Attendance

The Medical Center will not reduce its annual budget for conference attendance for nurses during the term of the 2022-23 Agreement. Approval of individual conference requests will continue to be made by the professional governance committee assigned to review such requests.

Side Letter re BSN Completion

- A. Any Associate Degree Nurse (hereafter "ADN") hired into a nursing position prior to January 1, 2019, will be required to obtain a Bachelor of Science in Nursing degree (hereafter "BSN") no later than January 1, 2024, to retain a nursing position at the Medical Center except as provided below.
- B. The parties agree that the following ADN's are exempt from the requirement to obtain their BSN degree as a condition of employment:
 - 1. ADN's hired into a nursing position at the Medical Center before January 1, 2009, who have remained continuously employed in a Medical Center nursing position since that time.
 - 2. ADN's who will be age 62 or older as of January 1, 2024.
- C. As has been previously established by Munson Medical Center this requirement will continue to be a term and condition of employment for ADN's. Any nurse who may have signed an individual BSN agreement with a specified lesser penalty shall be subject only to that penalty. The requirement will be a term and condition for any nurse who may have signed an agreement with no specified penalty.
- D. The Medical Center agrees to promptly notify nurses of the January 1, 2024, date and the consequences of non-compliance in writing.

Side Letter Regarding D5, OB, ED, B2, D4, D6, NICU, B3, A7, ICU, and A2

- A. Notwithstanding the language of Article 32 regarding Scheduled PTO, the Medical Center will upon ratification of the 2019 CBA and as further provided below continue to cover one (1) weekend of scheduled PTO for nurses scheduling a full week of PTO that includes a weekend shift for which the nurses would otherwise be scheduled to work, and the nurse will not be obligated to arrange a swap with a nurse not scheduled to work in order to cover that first week.
- B. In implementing this Side Letter, the following terms shall apply:
1. The 7% summer (“Prime-Time”) minimum guarantee and 9% fall, winter, spring (“Non-Prime Time”) minimum guarantee shall continue to apply to nurses on these Units.
 2. The definition of summer and fall, winter and spring are as set forth in the Agreement.
- C. In order to assist the Medical Center in covering the one (1) PTO weekend it must cover for nurses on the units identified in this side letter (but not for other purposes), the Medical Center may utilize the list of nurses who are to make up missed weekends as provided in Article 31 regarding Work Scheduling, solicit volunteers as provided in Article 31 regarding Work Scheduling, utilize reasonably available PRNs, and utilize reasonably available non-bargaining unit nurses. The Medical Center will not be obligated to incur overtime expense or staffing incentive to use these resources. If those resources are not sufficient to cover these PTO weekends, then the Medical Center may balance weekend schedules during the term of each six week schedule beginning with the least senior nurses on each impacted unit on a non-rotating basis. Balancing shall only result in swapping and not the scheduling of additional weekends for any nurse.
- D. The Medical Center may not seek to change the manner in which PTO is scheduled and covered on the units identified in this Side letter before January 1, 2020. On or after January 1, 2020, the Medical Center may on a unit-by-unit basis provide notice to the Union of its desire to change the terms of this side letter. Should any such notice be provided, the parties will meet and discuss the issues on a unit-by-unit basis before any change is put into effect.

Side Letter Regarding Weekend Program

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

Side Letter Regarding Nurse Practitioner Scheduling

Nurse Practitioners shall not be subject to Work Scheduling, PTO Scheduling and Work Day provisions of this Agreement. They shall instead use the existing scheduling, work day, and PTO scheduling procedures specific to nurse practitioners in their respective departments. If the Medical Center wishes to change these it will provide notice at least one full scheduling period (six weeks in advance) and bargain the decision and effects during that six week period.