

MNA #7
3/30/12

Article VIII Holidays Section 8.05

Third paragraph modify to:

“Bargaining unit RNs scheduled to work Christmas Eve an evening shift as defined in Article VI Section 6.01A., shall receive one and one half times their regular rate of pay for all scheduled hours commencing at 1500; all other differentials shall apply. ~~This will be effective Christmas Eve 2010.~~”

ym
AOR
AT

6/5/12
ym
mm
ETS
AOR 6/5/12

MNA #1
3/30/12

Article XIII Section 13.06

Add Labor Relations Connection as an option in addition to American Arbitration Association.

MM 6/5/12 11:45 AM
ETS 6/5/12
MM 6/5/12

ADR
6-5-12

June 5, 2012

MEDICAL CENTER PROPOSAL NO. 11

ARTICLE XII
Health & Welfare

Section 9.20 – Vacation:

Guaranteed Time Process

Guaranteed time is to be available for important events (weddings, graduations, vacation, etc.). For guaranteed time, only vacation time, ~~or~~ personal time, or attendance incentive time can be used. If staff do not have enough vacation time or personal time accrued, the vacation will be cancelled. If the RN is lacking eight (8) hours or less of banked vacation or personal time for a full-time FTE, (prorated for part-time) the matter shall be resolved by a meeting including the unit Manager, the affected RN and a member of the MNA executive board.

APR
6-5-12

Wm 6/5/12 2:30P.
Mm 6/5/12
ETS 6/5/12

August 15, 2012

TENTATIVE AGREEMENT

MEDICAL CENTER COUNTER TO MNA #28

Article VI Workweek and Work Schedules

Section 6.02(e)- Change cancellation notice to 1.5 hours for the evening shift.

AOR 8-15-12
UMMMC

UM 8/15/12
MNA
ES 8/15/12

October 1, 2012

MEDICAL CENTER

Package Counter-Offer to MNA's 9-18-12 Package Proposal

Medical Center Proposals:

UMMMC No. 6 and MNA No. 14 – RIF (as revised, see attached): MNA Agrees

Counter to MNA No. 31 – Grievance Committee (see attached): MNA Agrees

MNA Proposals:

MNA No. 18 – Thanksgiving Holiday Week: UMMMC Agrees

MNA No. 20 – Years of Service with addition of “continuous”: UMMMC Agrees

MNA No. 22 – Local Unit Dues: UMMMC Agrees

MNA No. 29 – Other Time Off Submission Dates: UMMMC Agrees

MNA No. 39 – Seniority Dovetail MOA: UMMMC Agrees

MNA No. 6 – Education Days: MNA Withdraws

MNA No. 10 – Personal Days: MNA Withdraws

MNA No. 19 – Removal of Discipline: MNA Withdraws

MNA No. 30 – Bereavement: MNA Withdraws

MNA No. 32 – Longevity Vacation: MNA Withdraws

MNA No. 26 – Delete Section 6.02(b) MNA Withdraws

MNA No. 33 – Nursing Committees MNA Withdraws

***All tentative agreements effective on ratification**

UMMC 10/1/12
MNA 10/1/12
ES 10/1/12

AOR 10-1-12

October 1, 2012

MEDICAL CENTER PROPOSAL NO. 6

AND

COUNTER-PROPOSAL TO MNA #14

ARTICLE XVIII
REDUCTION IN FORCE

If a reduction-in-force becomes necessary, the following provisions will apply and will be completed within thirty (30) calendar days from the start of the choice process:

- A. The Hospital will notify the Association and the initially affected nurses- nurses in the affected units as soon as possible, but in no event less than two-four (24) weeks from the intended reduction-in-force and, within five-ten (5-10) business-calendar days, the parties will meet to confer relative to the use of alternative procedures. At the time of this notice, the Hospital will provide the Association with a list of initially affected nurses, which shall include each nurse's name, bargaining unit seniority date, unit, shift and number of regularly scheduled hours per week. Notice shall be sent to the Association and the affected RNs by certified mail and to the RN's address as it appears in the Hospital personnel records. Vacancies will be frozen as of the date of notification. At the time of the meeting described above, the Hospital will provide the Association with a master seniority list and a seniority list for each nursing unit, as described in Section E (3) below. If no alternative procedure is agreed upon, the reduction-in-force will proceed upon as set forth below, and notice shall be sent to the entire bargaining unit. This notice may be sent by any means reasonably intended to be received by members of the unit. - Notice shall be sent to the Association and the affected RNs by certified mail and to the RN's address as it appears in the Hospital personnel records. Vacancies will be frozen as of the date of notification.
- B. A reduction-in-force shall be defined as a Hospital-initiated reduction in an RN's committed scheduled hours or separation of an RN from employment, other than for a suspension or discharge under this agreement. A reduction-in-force shall also include a reassignment that results directly from a closure of a unit, relocation, integration of a unit or elimination of an RN's position.

Notwithstanding the foregoing:

- a. The relocation of a nursing unit within the bargaining unit without a change in the nurses' hours, shift or patient population shall not constitute a RIF hereunder; and
- b. The temporary floating of a nurse pursuant to existing practices shall not constitute a RIF hereunder.

- C. The RN with the least seniority, as defined in Article XV, in the unit and position-shift in which the reduction is made, will be laid off first.

Wm 10/1/12
ADR 10-1-12
MAM 10/1/12
B 10/1/12

October 1, 2012

- D. RNs who have completed their probationary period shall have bumping rights as described below, provided that an RN may bump only an RN with less seniority. An RN will be educated and oriented to perform the functions of the position with an orientation customary to the unit.
- E. Bumping will occur as follows:
- 1) Bargaining unit members within the affected unit may apply for voluntary layoff with severance, or may apply for a voluntarily reduction in committed hours, subject to the approval of the Hospital, up to the number of affected staff.
 - 2) An RN who receives an initial layoff notice shall have the option to fill available vacancies or may displace (bump) any less senior nurse (any unit, any shift, any hours). In making a decision to displace a less senior nurse, the nurse shall meet jointly with a representative of Management and a representative of the Association to discuss the competencies necessary for the position he/she seeks to fill. The parties agree that all decisions to bump must be made consistent with maintaining high quality patient care and the ability of the unit to provide appropriate orientation to the incoming nurse. The displaced nurse will then be placed on the layoff list in order of seniority (most senior first). The impacted nurse must exercise rights pursuant to this article, and nothing herein will limit an RN's rights stated in this article.
 - 3) An updated vacancy list will be provided to the Union by the Hospital, as well as an updated RIF list by seniority. The Hospital shall also provide an updated seniority list to the Union by unit, shift, hours and a master seniority list of all bargaining unit RNs from most senior person to least.
 - 4) The Hospital will notify each affected nurse, in writing, of the following options:
 - Layoff with bumping rights;
 - Choose a vacancy;
 - Accept a layoff.
 - 5) Each RN must be available during the bumping process or may appoint a designee to make decisions for the affected RN prior to being unavailable. If the RN or designee is unavailable at the time the RN is required to make a decision, then the RN forfeits her/his position on the bumping list and upon returning may take the next available position on the bumping list but may not bump any RN who preceded her/his selection.
 - 6) RNs have twenty-four (24) hours after notification of being bumped to make their decision. If a decision is not forthcoming in twenty-four (24) hours, the RN forfeits his/her position on the bumping list and when ready may bump, but may not bump any RN who preceded her/his selection.

Wm 10/1/12
ADR 10-1-12
NM 10/1/12
ES 10/1/12

October 1, 2012

MEDICAL CENTER COUNTER-PROPOSAL TO MNA

ADR-10-1-12
#3/10/1/12

Article XIII Grievance and Arbitration Procedures

Section 13.02 – Step 2:

Delete the following ~~three-two~~(32) sentences in the first paragraph:

“The “Grievance Committee” shall consist of three (3) bargaining unit RNs, each from a separate nursing unit, and shall not include the chairperson. Attendance by members of the “Grievance Committee” at the second step shall be on a rotating basis unless the parties agree otherwise.”

Wym 10/1/12

ADR 10-1-12
MM 10/1/12
ES 10/1/12

MNA #18
April 30, 2012

Article IX Vacations

Section 9.19- A. Guaranteed Vacations- last paragraph

“For February school vacation week, April school vacation week, *the week of Thanksgiving*, and the week of Christmas, UMMMC will create on each nursing unit a rotating seniority list of all MNA bargaining unit RNs for each of the above *four (4)* holiday weeks. Starting with the most senior, a nurse will be offered the week off; If a nurse passes, she will retain her place on the list; If a nurse takes the vacation she goes to the bottom of the list.”

Wyn 10/1/12 REC
MM 10/1/12
ES 10/1/12

ADC 10-1-12

MNA #20
Oct. 1, 2012 (pkg)

Article XVIII Reduction in Force

Section I. – change “years” to “continuous years of service at UMMMMC”

Wym 10/1/12 RLC
MGM 10/1/12
RS 10/1/12

AOR 10-1-12

MNA #22
April 30, 2012

Article IX Dues/Agency Fee

Section 5.

Increase local unit dues from \$6.00 to \$13.00 per year.

Wyn 10/1/12 MCG
MNA 10/1/12
FS 10/1/12

ADR 10-1-12

MNA #29
April 30, 2012

Article IX Vacations

Section 9.19 B.- Modify the chart- add additional row:

Submitted by- Nov. 15
In Time for- Jan. 1 – Feb 14
Responded to by- Dec. 1

Delete the following sentence-

“Requests for Jan 1 through Feb 14 should be submitted on the guaranteed vacation calendar.”

*Lynn 10/1/12 PRG
Mum 10/1/12
ES 10/1/12
AOL 10-1-12*

MNA #39

May 21, 2012

Article XV Seniority

Add seniority dovetail MOA April 2010

Wm 10/1/12 RB
MNA 10/1/12
ES 10/1/12
ADR 10-1-12

MNA #25
April 30, 2012

Article VIII Holidays

Add new Section 8.10:

“During a week that includes a holiday, a bargaining unit RN will have the option to receive payout for the holiday. The payout will be at straight time.”

ADZ 11/14/12 TA
PA 11/14/12
Lym 11/14/12
ES 11/14/12
mm 11/14/12
4:15 pm

12/17/2012

REVISED MEDICAL CENTER PROPOSAL NO. 5

Revise Article 9 as follows:

Section 9.07: The UMMMC shall grant vacation leave within twelve (12) months after it is credited, unless in the opinion of the UMMMC it is impossible or impracticable to do so because of patient care needs, work schedules or emergencies.

In no event shall vacation leave credit be carried over for more than 24 months after it is credited.

Vacation leave may be taken at any time of the year as long as patient care requirements of the unit and the Hospital are met. The UMMMC shall schedule a bargaining unit RN for one full week of vacation between the last two full pay periods in June to the first two full pay periods of September ~~middle of June and the middle of September~~ each year. Vacation requests will not be unreasonable denied. ~~Two (2) weeks of vacation will be granted to a bargaining unit RN between the last two full pay periods in June to the first two full pay periods of September each year provided the Employer complies with Section 9.20A. Any remaining time available for vacations once each RN has been offered her/his two (2) weeks shall be equitably distributed on the unit according to seniority.~~

Each year, on the RNs anniversary, he/she will be allowed to cash out up to two (2) weeks of vacation provided one (1) week of vacation remains in the RNs bank. A week is defined as the RNs budgeted weekly hours. Request for cash out must be submitted to payroll, using an authorized form, within two (2) weeks of the anniversary date.

...

Section 9.19 – Vacations:

A. Guaranteed Vacations:

The UMMMC agrees to maintain a guaranteed 52-week vacation calendar from January 1 to December 31. A bargaining unit RN may request and be granted vacation leave up to the amount of time the individual will have accrued by the time of the vacation request. The calendar will be posted for requests from October 1 through October 31. On December 1, the guaranteed vacation is posted.

When vacation requests are submitted within the time limits stated above and there is a conflict between bargaining unit RNs' requests, priority shall be given based on seniority as a bargaining unit RN at the UMMMC in a position covered by the Agreement.

For each nursing unit, UMMMC shall schedule a bargaining unit RN for one (1) full week of vacation for those who request such between the last two full pay periods in June to the first two full pay periods of September ~~last Saturday in June to the Saturday before~~

AOR
12-17-12

MM 12/17/12 11:50 AM
ES 12/17/12
MM 12/17/12

12/17/2012

Labor Day and will not grant any bargaining unit RN a second week unless and until all those requesting one (1) week have been granted one (1) week during this period. Vacation requests will not be unreasonably denied. Any remaining time available for vacations once each RN has been offered her/his two (2) weeks shall be equitably distributed according to seniority. There shall be two rounds of the vacation calendar within a unit. During the first round, a bargaining unit RN may request and be granted vacation leave up to the bargaining unit RN's annual accrual. During the second round, a bargaining unit RN may request all additional vacation time according to seniority.

...

C. At any time during the year, the bargaining unit RN shall be able to request an additional weekend day off to allow one full scheduled weekend as part of vacation time without having to provide coverage for the weekend. This can be done. If a bargaining unit RN requests this additional weekend day off during prime time (last two full pay periods in June to the first two full pay periods in September) provided that the bargaining unit RN agrees to an additional assigned weekend day during prime time.

The MNA agrees (i) to place all arbitrations and grievances related to vacation scheduling in abeyance effective upon the execution of this tentative agreement; and (ii) to withdraw such grievances and arbitrations upon ratification of a successor agreement.

Adl
12-17-12

MNA 12/17/12 11:50am
ES 12/17/12
MNA 12/17/12

Guaranteed Vacation Planner

1. A fifty two week guaranteed vacation planner will be initiated October 1st and completed by October 31st. The planner will be posted for each bargaining unit RN to view. The deadline may be extended to complete the second round. All approved guaranteed time must be completed and posted by December 1st.
2. Nurses may request vacation time by seniority up to the amount of time the individual will have accrued by the vacation time requested.
3. There will be two rounds of requesting vacation time:
 - a. In the first round each nurse based on seniority, may request up to one year's vacation accrual, one week of which may be requested between the last two full weeks in June to the first two weeks in September. The first round must be completed by October 31st.
 - b. The second round will begin when the first round is completed. In the second round each nurse may request all additional vacation time according to seniority.
 - c. In prime time, requests must be made for one payroll week (relative to the RN's weekly budgeted hours). If a partial week is available, the nurses may request that partial week with the understanding that it shall count as a "week". A more senior nurse will not be allowed to take a third prime time "week" until a less senior nurse has had an opportunity to take a second prime time "week".
4. A bargaining unit RN shall be able to request an additional weekend day off to allow for one full weekend as part of vacation time without having to provide coverage for the weekend; provided, however, that when requesting the additional weekend day in prime time, the nurse agrees to work an additional assigned weekend day during the prime time vacation weeks.
5. Once the vacation planner has been posted and approved, all other requests for time off will be submitted according to the time off request grid.

AOR
12-17-12

11:50 AM
LJM 12/17/12
MM 12/17/12
ES 12/17/12