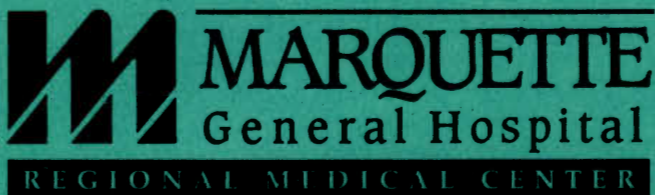


7/31/94

Michigan State University

Agreement Between



AND



This agreement is entered into between
MARQUETTE GENERAL HOSPITAL, INC.
 Marquette, Michigan
(Hereinafter referred to as the "Hospital")

and

MICHIGAN NURSES ASSOCIATION
(Hereinafter referred to as the "Association")

TERM OF AGREEMENT
August 1, 1991 - July 31, 1994

Marquette General Hospital



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PREAMBLE

THIS AGREEMENT, made and entered into effective the 1st day of August, 1991, by and between MARQUETTE GENERAL HOSPITAL, INC., a Michigan not-for-profit corporation ("Hospital" or "Employer") and the MICHIGAN NURSES ASSOCIATION ("Association" or "Union"), for and on behalf of the employees of the Hospital employed within the bargaining unit described in this agreement. Although not a party to this agreement, it is noted that the employees have a local council known as the Registered Nurse Staff Council of Marquette General Hospital, herein referred to as "Council" or "Staff Council" which is affiliated with the Association and which has been delegated certain duties and responsibilities under this agreement.

PURPOSE AND INTENT

The general purposes of this agreement are: to set forth the parties' entire mutual understanding on wages, hours and other terms and conditions of employment; to promote orderly and peaceful labor relations between the Hospital, its employees, and the Association; to provide a procedure for the adjustment of employee grievances; and, to mutually recognize that the Hospital's services are essential to the community and that the public has a legitimate interest in having those services promptly and properly performed without interruption. To such desirable ends, the Hospital and the Association encourage to the fullest degree, harmonious and cooperative relationships between their respective representatives at all levels, and among all employees.

ARTICLE 1.0 - RECOGNITION CLAUSE

Pursuant to the provisions of the National Labor Relations Act, as amended, (hereinafter the "Act"), the Hospital hereby recognizes the Association as the exclusive bargaining representative in the following described unit:

All registered nurses employed by the Employer at its hospital facility located in Marquette, Michigan who are licensed or working under a permit issued by the state of Michigan and who are engaged in and performing direct patient care nursing duties, excluding nurse managers, assistant nurse managers, program directors, nursing supervisors, education or staff development coordinators, clinical nurse specialists and any other exempt administrative employees, nurse anesthetists, utilization review coordinators, infection control practitioners, temporary employees, and contingency staff employees working less than ninety-six (96) hours per payroll quarter and all other employees.

If any new position is established in which registered nurses are employed and are performing direct nursing care, the Hospital will, upon request by the Association, meet to determine whether such classification(s) should be included in the Bargaining Unit. Should the parties disagree, either party may have the option of seeking to have such issue resolved by the National Labor Relations Board.

**ARTICLE 2.0 - RECOGNITION OF THE HOSPITAL'S
RIGHT TO MANAGE**

2.1 The Association recognizes and agrees that Management has the right to govern all aspects of operating the Hospital and to direct its entire work force at all times, provided, however, that such right shall not be construed as authorization to violate any provision of this Agreement. It agrees it will not disrupt or interfere with the sole and exclusive right and responsibility of Management to manage and operate the Hospital. Generally, this includes, but is not limited to the right to: hire, suspend, discipline, discharge, promote, demote, assign (transfer of over a 60-day duration shall be with the mutual consent of the nurse); layoff, recall or relieve employee; determine by interview, performance, written test or other generally accepted methods or procedures the ability, aptitude, and/or qualifications of individual employees for assignment to, employment in or promotion to, the various positions and job classifications; enforce and maintain discipline and efficiency among employees; determine the nature, scope, and type of facilities and services provided by the Hospital and alter and install new facilities.

2.2 Further, the Association recognizes the Hospital's right to publish policies and regulations governing the employees and others using the Hospital, and to revise, change, or institute new policies, rules, and regulations not inconsistent with the express terms of this agreement. The Hospital agrees to furnish to a designated representative of the Staff Council a copy of any new or revised Hospital or personnel policies which affect registered nurses at the time they are implemented. The Hospital shall also supply a copy of all new or revised Nursing Department policies to the Professional Nursing Committee for its review and consideration. The Association may grieve any such new or revised policies provided the Association files a grievance within five (5) days after receipt of such notification; or in the event policy is discussed at Professional Nursing Committee, within five (5) days of that meeting.

2.3 A nurse shall not be required to carry out any order or instruction by the Hospital if so doing would jeopardize the health or safety of herself or others beyond the risks inherent in the occupation. In all other instances, however, an employee covered by this Agreement shall immediately proceed to carry out

any order or instruction given her by the Hospital. She shall raise any question she has as to the Hospital's right to give her the order or instruction only after she carried out the order or instruction, and her question must be based on a reasonable and sensible reading of a specific provision, or specific provisions, of this Agreement. In reviewing such a question, the Hospital will consider the nurse's professional obligations and responsibilities to the patient, to her profession, to the Hospital, and to herself.

2.4 The parties agree that staffing decisions, including but not necessarily limited to the determination and selection of adequate staffing of the Hospital, the filling of position vacancies, and the determination of how best to utilize the training and competence of all personnel, is a managerial right. Accordingly, staffing decisions of the Hospital shall not be directly or indirectly subject to the grievance and arbitration provisions of this Agreement. This limitation is not intended to exclude from the grievance procedure grievances which allege violations of any specific contract provision(s) that regulate the scheduling of nurses. Any disputes regarding the arbitrability of such grievances shall be resolved by the Arbitrator under Article 13 of this Agreement.

2.5 The parties also recognize that the Hospital can best fulfill its staffing needs by encouraging and inviting the full cooperation of the professional registered nurse and that such needs can only be met to the extent that qualified personnel are available. To this end, the parties agree that staffing and related subjects can best be discussed within the framework of the Professional Nursing Committee or other existing methods of communication as provided in Article 12.0 - Nursing Department Communication System.

ARTICLE 3.0 - ROLE OF THE NURSE

3.1 Both parties agree that they share the responsibility for providing nursing care which is within the scope of available resources and consistent with accepted nursing practice. To this end, both parties agree to comply with all legal and regulatory requirements.

3.2 Both parties agree that the registered nurse shall be given authority commensurate with her responsibility for directing, teaching and supervising the work of auxiliary personnel consistent with Hospital policy in carrying out delegated nursing activities. The registered nurse has the responsibility for assessment, planning, implementing, evaluating nursing care including patient teaching and assisting in the coordination of direct patient care.

3.3 Both parties agree that in order to permit the registered nurse to perform the activities associated with her

responsibility for nursing care, registered nurses will normally assume only those functions identified as the practice of nursing. However, the parties agree that a nurse's professional responsibility for total patient care or treatment may occasionally necessitate a nurse providing other services.

3.4 With the emergence of new knowledge, technologies, and continuing social change, the Hospital and Staff Council should continue their efforts to assist registered nurses to: improve their practice; improve their leadership skills and upgrade their clinical skills.

It is the responsibility of each registered nurse to maintain and upgrade her knowledge and skill affecting the quality of nursing care.

It is recognized that the Hospital currently provides programs for orientation and staff development which the parties agree support and encourage the continuing professional development of staff nurses. It is the Hospital's intent to continue such programs within the scope of available Hospital resources.

3.5 In recognition of the need for maintaining and improving the services of the Hospital and the Hospital's policy of soliciting and considering the ideas, comments and suggestions from all interested persons, including registered nurses, the parties have established a Professional Nursing Committee to assist in promoting these objectives.

3.6 Nothing contained in this article shall be interpreted to relinquish in any way the Hospital's right to manage the affairs of the Hospital as stated in Article 2.0. Further, the parties agree that any dispute regarding the interpretation or application of this article may be grieved up to and including Step 4 of the grievance procedure and neither the Association nor any employee shall have the right to arbitrate any matter contained in this article. The parties also agree that before filing any grievance under this Article the grieving party shall first refer the matter to the Professional Nursing Committee for its consideration. In order to be timely filed, any grievance under this article must be filed within five (5) days following a determination by the Professional Nursing Committee that the matter cannot be resolved.

ARTICLE 4.0 - ASSOCIATION MEMBERSHIP AND AGENCY RELATIONSHIP

4.1 The parties hereto mutually recognize that each employee in the bargaining unit described in Article 1.0 has an equal right to be represented by the Association and that the Association has a duty to provide representation to each such employee.

4.2 Except as provided herein, neither the Hospital nor the Association will discriminate against any employee in the bargaining unit because of membership or non-membership in the Association. The election to join or not to join the Association shall be made by each nurse within thirty-one (31) days from her date of hire. Each nurse shall either sign a payroll deduction authorization as described in Article 5.0 or pay dues or an equivalent service fee directly to the Association through any authorized service fee collection procedure.

4.3 As used in this article, the term "dues" shall mean all required monthly dues uniformly required to be paid by all members of the Association. The term "equivalent service fee" shall mean that amount/fee charged to non-members pursuant to the Association service collection procedures, which amount shall not exceed the Association regular dues.

4.4 Present employees covered by this Agreement who are not members of the Association, or who do not elect to become or remain members, shall as a condition of continued employment pay the equivalent of the Association's regular monthly dues and assessments or a service fee, as the case may be to the Association for the duration of this Agreement. Said payment shall be made on or before the thirty-first (31) day following the effective date of this Agreement.

4.5 Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement who do not become members of the Association, shall as a condition of continued employment, pay the equivalent of the Association's regular monthly dues referred to as a service fee, to the Association for the duration of this Agreement.

4.6 Any employee who is a member of and adheres to established and traditional tenets of teaching of a bona fide religion, body or sect historically opposed to the support of a labor organization may direct that contributions paid by them under this article be contributed to any bona fide non-religious 501(c)(3) charitable organization.

4.7 Any employee in the bargaining unit who fails to comply with the provisions set forth above, shall be terminated, not earlier than thirty-one (31) days following receipt by the Employer of a written notice, sent certified mail, from the Association to the employee notifying the employee of the default under this article and the effective date of termination of employment if such default is not remedied prior to that date. A copy of such notice shall be mailed simultaneously to the Employer.

4.8 Proof of payment shall be the responsibility of the employee and must be given to the Hospital, who will send it to the Association. This proof shall be provided to the Association

thirty-one (31) days following the effective date of this Agreement or in the event of new employees, thirty-one (31) days following the employment date.

4.9 The Hospital will provide the Association and a designated member of the Staff Council on a monthly basis, a list of names, addresses and hire dates of the nurses currently employed by the Hospital, along with the completed authorization for payroll deduction of new employees hired that month.

4.10 The Hospital will give notice of the Association's exclusive representative status set forth above, and of the wages hours and other terms and conditions of employment which the Association has negotiated, to each employee in the bargaining unit upon employment.

4.11 New employees who will be in the MNA bargaining unit will be scheduled for a one-hour unpaid lunch break the second Thursday of orientation in order that the Staff Council representatives may meet with any new registered nurses who wish to meet them. Such meeting may be held on Hospital premises under the terms specified in Article 6, Section 6.2 of this Agreement. The Hospital agrees to notify the Staff Council of the dates and times such orientation is to be scheduled and which new registered nurses will be in attendance at such orientation.

4.12 The Association agrees to hold harmless and indemnify the Hospital for any liability and for any legitimate claim by an employee arising from the Hospital acting to enforce this Article in good faith and at the Association's request.

4.13 The names of nurses who are transferred to permanent non-unit positions shall be provided to the Association as soon after the effective date of the transfer as practicable.

ARTICLE 5.0 - PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

5.1 The Employer agrees to deduct from the salaries of nurses, dues for the Michigan Nurses Association and the Local District Nurses Association when authorized in writing by each nurse.

5.2 Authorizations once filed with the Employer shall be irrevocable for a period of one (1) year or until the termination of the agreement between the Employer and the Association, (including any extensions, renewals, or modifications thereof), or any new agreement, between the Employer and the Association whichever is the earlier.

5.3 Dues for the nurses' organizations shall be deducted together in twelve monthly installments. Appropriate notice shall be given for a nurse who is on leave or layoff or for whom, for other reasons, no deduction is made in a given payroll period.

5.4 The Association will notify the Hospital in writing of the proper dues to be deducted. Written notification shall be made not less than thirty (30) days prior to the implementation of any change in the dues withholding rate. Such notice shall not be made more than four (4) times in any calendar year.

5.5 All dues so deducted shall be sent to the Michigan Nurses Association at its office at 2310 Jolly Oak Road, Okemos, Michigan, or to such address as the Association shall direct, promptly under procedures to be established by the Employer. The Association shall be responsible for disbursements of dues received by it to the treasurers of the various associations.

5.6 The Association shall refund to the employee dues erroneously deducted by the Hospital and paid to the Association. The Association agrees to indemnify and save the Hospital harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization cards or by reason of the Hospital's agreement to participate in a payroll deduction of Association dues.

5.7 Payroll Deduction Forms. The Hospital shall honor and utilize lawful payroll deduction forms submitted by the Association.

ARTICLE 6.0 - ASSOCIATION REPRESENTATION AND USE OF HOSPITAL FACILITIES

6.1 Employees covered by this agreement shall be represented by individuals (not to exceed six (6) designated by Staff Council). The Association shall have the right to assign the jurisdiction by department(s) of each representative.

1. The Association shall designate one of the representatives to serve as Chief Representative.

2. The Association shall keep the Hospital's Assistant Administrator for Human Resources and Assistant Administrator for Nursing currently informed in writing of the names of the Association's officers and representatives and the Assistant Administrator for Nursing of representatives serving on the Professional Nursing Committee.

6.2 Use of Hospital Facilities

6.1 The Association may use available rooms at the Hospital for Association meetings, with prior consent of the Assistant Administrator for Human Resources or designee. Arrangements for the use of such room shall be made through the Assistant Administrator for Human Resources or his designee.

6.2 For purposes of announcing nursing Staff Council and other special meetings, and for posting the minutes therefrom, one bulletin board on each unit (excluding those which can be viewed by the general public) may be utilized with the proper authorization from the Assistant Administrator for Human Resources.

6.3 The Association, upon making appropriate arrangements through the Assistant Administrator/Human Resources, and with his approval, may use other Hospital equipment for Association activities. The Association shall be obligated to pay the Hospital's cost of supplies used and/or meals and beverages supplied at such Association meetings.

ARTICLE 7.0 - DEFINITION OF EMPLOYEE STATUS

7.1 Full-time nurses are those who are regularly scheduled to work eighty (80) hours in a pay period. Full-time nurses are entitled to all fringe benefits outlined in this agreement.

7.2 Regular part-time nurses are those who are regularly scheduled to work at least forty (40) hours in a pay period. Regular part-time nurses are entitled to limited fringe benefits as specified in this agreement.

7.3 Irregular part-time nurses are those who are regularly scheduled to work less than 40 hours in a pay period. Irregular part-time nurses who accrue 832 hours or more during a calendar year, shall be entitled to sick leave benefits on a prorata basis. Also, where an irregular part-time nurse has accrued 1,040 hours or more during a calendar year, she shall be entitled to the same fringe benefits provided for regular part-time employees. Except as specified in this Article, irregular part-time nurses are not entitled to any fringe benefits.

7.4 Contingency staff status employees are those nurses who are not regularly scheduled to work on a permanent basis. Contingency employees shall not be utilized as permanent replacements for any regular full-time or part-time employees. Any contingency staff nurse working in excess of ninety-six (96) hours in a payroll quarter shall be placed in the bargaining unit and shall remain in the bargaining unit for the following four payroll quarters.

A. Contingency staff nurses working in excess of ninety six (96) hours in a payroll quarter shall be considered irregular part-time and shall earn benefits as specified in 7.3. They shall also be placed on the seniority list and become and remain a member of the bargaining unit for the following four payroll quarters.

B. Hours utilized for orientation purposes not to exceed a six-week period shall not be counted for purposes of calculating the ninety-six (96) hour cut off.

C. Any contingency staff nurse who has not worked at anytime during the preceding payroll quarter shall be removed from the payroll and shall have their employment terminated.

D. The Hospital shall provide the Staff Council with a current list of such employees on a quarterly basis along with a calculation of the number of hours in that payroll quarter.

7.5 Temporary employees as the term is used herein shall be defined as those registered nurses who work for a predetermined period of time not to exceed ninety (90) calendar days. The Hospital may extend such period as necessary for up to an additional 90 days. The Employer shall inform the Staff Council of the name of the temporary employee and the area where that person is to be assigned and the date of hire within twenty-one (21) days of their date of hire. Temporary employees who are retained longer than ninety (90) calendar days shall be credited with seniority as of their first day of work and shall be subject to the provisions of Article 4.0 from the ninety-first (91st) calendar day of hire. Temporary employees shall be utilized to fill in for a specific program need or high vacation periods and shall not be utilized to permanently displace bargaining unit employees. Prior to a temporary being hired, the temporary position will be posted. Temporary employees shall not be utilized to fill an existing or newly created vacancy for a permanent position until the Hospital has complied with the posting requirements set forth in Section 20.1 of this agreement.

7.6 A staff nurse shall be on probation for 520 hours. Employees are not considered members of the bargaining unit, nor have they begun their probationary period as a registered nurse until such time as they have a license (including temporary license) in the State of Michigan. Staff nurses shall become eligible for all benefits as specified and qualified by this Agreement after working ninety (90) calendar days.

7.7 The Hospital may discharge probationary employees for any reason whatsoever. Such discharged employees shall have no recourse to the grievance procedure unless the reason for discharge is the participation in Association activities.

ARTICLE 8.0 - HOURS OF WORK AND OVERTIME

8.1 Hours of Work. The work schedules are based upon an eight (8) hour work day and eighty (80) hours of work in a period of fourteen (14) consecutive days with appropriate adjustments for part-time and temporary employees. A workday shall normally consist of eight (8) hours in a period of twenty-four (24)

consecutive hours commencing at 11 p.m. each day. The parties recognize that there are units which historically utilize less than eight-hour shifts and that they may continue to do so.

8.2 Overtime.

A. Overtime shall be paid at one and one-half (1 1/2) times the regular rate of pay for all hours worked beyond eight (8) hours in a day or eighty (80) hours in a pay period.

B. Overtime hours shall not be pyramided or duplicated under the terms of this agreement.

C. Overtime payment will be made for hours worked in excess of eight (8) in a twenty-four (24) hour period. However, overtime will not be paid for any hours worked in any split or double back shifts or any portions thereof worked in a twenty-four (24) hour period which were worked at the employee's request.

D. The Hospital shall not have the right to require overtime from employees who are off-duty and not scheduled or not assigned to take standby or report to work.

8.3 Lunch and Rest Periods

Where the work shift consists of an eight and one-half (8 1/2) hour scheduled period, such period shall include a thirty (30) minute unpaid period for meals. Each nurse shall also be entitled to a paid fifteen (15) minute rest period during the first four (4) hours of each shift, and a paid fifteen (15) minute rest period during the second four (4) hours of each shift. Nurses may not leave the hospital during any rest period. Meal times and rest periods shall be assigned by supervisors in such a manner as to provide the greatest coverage for all services at all times.

ARTICLE 9.0 - SCHEDULING

9.1 Preparation Of Work Schedules.

The Association recognizes that the Hospital manages and schedules each unit (department) on a decentralized basis. As such, each nurse manager or her designated representative is exclusively responsible for the preparation of their unit (department) work schedule.

A. In preparing such work schedules management shall, to the extent possible, adhere to the following guidelines:

1. Schedules shall be prepared based upon the nurses normal scheduled hours. Variance in the schedule and the actual hours worked shall be in accordance with the means

provided herein. If the normal scheduled hours do not provide sufficient staffing, the extra shifts shall:

(A) First, be offered to regular part-time nurses who have requested extra shifts for the posted schedule, for the dates and shifts specified. Such shifts shall be designated on the schedule by a mutually agreed symbol;

(B) Second, be offered to irregular part-time nurses who have requested extra shifts in accordance with bargaining unit seniority and the nurse's ability to perform the work available; and

(C) Third, be offered to contingency staff.

Employees offered and accepting the above shifts shall be designated on the schedule with an asterisk (*).

(D) Nurses who have been designated on the schedule by symbol (*) shall be obligated to call their unit at least one (1) hour prior to their schedule shift to determine whether they will be needed. If they fail to call, they shall not be entitled to any reporting pay provided in this agreement.

(E) Should these procedures be inadequate, the twelve (12) hour shift guidelines as provided in Section 9.5 shall be followed.

2. Schedules shall normally be prepared for a period of four (4) weeks and shall be posted on the Monday of the week preceding the effective date of the schedule.

3. Day and Afternoon shift nurses shall not be scheduled for more than five (5) consecutive days of work except when the nurse requests or consents otherwise;

4. Full-time and regular part-time nurses regularly working night shift, shall have two (2) consecutive days off except when the nurse requests or consents otherwise;

5. The Hospital shall schedule nurses off so they will be provided with two (2) weekends off in each four (4). Weekend for the purpose of this is defined as Saturday and Sunday for the day and evening shifts and Friday night and Saturday night for the night shift. Nurses who wish to work more than two (2) weekends in four (4) shall make such request in writing no later than two (2) weeks before the schedule is posted. If such request is granted, the requesting nurse may be required to work such weekends for the duration of such scheduled posting period. In order to be removed from the

schedule or any succeeding schedule, the nurse must give written notice of that intent at least two (2) weeks prior to the next succeeding schedule posting. There is no guarantee however, that nurses will, in fact, receive every other weekend off.

6. The Hospital shall not schedule a nurse to work back-to-back shifts except at the request of the nurse.

7. If a nurse is sick or absent from a regularly scheduled weekend, she may be scheduled to work the next regularly scheduled weekend off if patient care needs so warrant in the unit. Furthermore, this section shall not be construed so as to require any nurse to "make up" more than one (1) such weekend in the event of the nurse's extended illness or absence. This section shall only apply to those units which are normally scheduled every other weekend to be on duty.

8. The Hospital, when possible, shall make an effort to schedule nurses so that they will not be required to work more than fifty (50%) percent of the paid holidays provided for in this agreement in any one calendar year, unless the nurse otherwise requests in writing.

9.2 High Needs Days

Sick calls, emergencies, bereavement, or any other absences are to be called directly to the unit. In the event the call is being taken by a charge nurse and there is a question about the call, they should consult with the nursing supervisor. It is not the responsibility of the charge nurse to make judgments as to the validity of the absence.

The nurse manager, assistant nurse manager, or charge nurse of each unit (department) in collaboration with the nursing supervisor is responsible for coverage for the next shift.

The Hospital will make every endeavor to assure that an employee is called upon to work no more than her daily or weekly schedule of hours. However, if patient care so warrants and if units (department) needs cannot be filled by volunteers, employees may be assigned to work overtime in which event the employee shall do so unless excused by her supervisor. The Hospital shall not have the right to require overtime from employees who are off duty and are not scheduled or not assigned to take stand-by or report to work. The Hospital and the Association recognize the unpredictability of patient census, unit activity, and employee needs. Therefore, in the event unanticipated additional unscheduled staff are required on any unit (department), such staff shall be selected as follows:

A. A qualified staff person who is not needed on another unit (department) and who agrees to work on the affected unit for the needed shift can do so provided:

1. Such nurse has notified the nursing office or the affected unit (department) that she desires to work on other units; and

2. Such nurse has completed cross training in such unit or department or is otherwise qualified to perform the work assigned in such unit (department).

B. If the unit's (department's) needs cannot be met with the above procedure, contingency staff will be called.

C. Unscheduled staff will be called next with preference given to regular part-time employees.

D. If such measures are unsuccessful, nurses currently on duty:

1. Shall be sought for voluntary overtime; or

2. If none are available, overtime will be assigned on a rotational basis.

E. A summary of each unit (department's) rotation system is to be on file with Staff Council and the Human Resources Department and is subject to review upon request by either party. A copy of these rotational systems will also be on file in the nursing office.

In the event that an emergency situation arises during a shift which necessitates major and or rapid help in order to provide nursing care, the supervisor may pull from units at her discretion until other help can be arranged or up to the end of that shift. An emergency is defined as "an unforeseen combination of circumstances or the resulting state that calls for immediate action or an urgent need for assistance or relief."

9.3 Schedule Requests

A request by a nurse for a specific day(s) or shifts in the next schedule will only be considered if she submits her request by 3 p.m. on the second Friday of the current schedule. Such request shall be submitted on the Hospital approved request form. A request may be for a specific day(s) off or a specific shift(s) on a particular day but must be limited to two (2) weekend days and a total of four (4) requests per schedule. In no instance shall a nurse be allowed to submit more than two (2) requests for a weekend shift per schedule. The nurse manager shall respond to such requests within one week from the date of its receipt.

Approval for requests will be based on a first come, first served basis as determined by the date such requests are received. In the event requests are received on the same day, and all such requests cannot be granted, the nurse with the highest bargaining unit seniority will receive preference.

Except as provided in this paragraph, under no circumstances shall a staff nurse or nurse manager or her designee alter or change any posted schedule. Except in emergency situations, management will not be responsible for finding replacements for schedule changes once a schedule has been posted. In the event a staff nurse desires to change a posted schedule, it is her responsibility to find a person as a replacement or to switch shifts. Such changes must be approved by the nurse manager and shall not be unreasonably denied.

9.4 Low Need Days

In instances where registered nurses due to a temporary decrease in work load may be asked on a daily basis to take time off without pay or be transferred to another unit (department) by her supervisor; the following procedure will be followed:

A. The nurse manager/supervisor will determine if other units require additional help. If such help is needed, the nurse who has completed cross-training on such units or is otherwise qualified to perform the work as assigned on such unit will be requested to work there. If she agrees, she will be assigned to such unit.

B. In the event a nurse is not needed on another unit, volunteers will be sought to take time off. First option not to work shall be reserved to those nurses who had volunteered for an extra shift for that shift. Nurses volunteering to take time off may utilize any earned benefit time rather than taking time off without pay.

C. Should the procedure set forth above be insufficient, the nurse may be required to take time off without pay in accordance with the procedure set forth below or, at the nurses option, utilize any earned benefit time rather than taking time off without pay.

1. Temporary, contingency and probationary employees who have completed their orientation will be given low need days in that order. Under no circumstances, will an orientee be used as a substitute for a regularly scheduled bargaining unit member who has been given a low need day.

2. Should the above be insufficient, irregular part-time and regular part-time employees designated on that day's schedule for voluntary extra shifts beyond their posted

hours, will be given a low need day. Preference will be given to regular part-time employees.

3. Should the above be insufficient, irregular part-time employees will be given a low need day on a rotational basis.

4. Should the above procedures be insufficient regular part-time and full-time employees on the affected shift will be given a low need day on a rotational basis.

D. Nurses taking low need days shall be given credit toward all benefits provided by the contract including those who, for the scheduling period, were scheduled for voluntary extra shifts.

E. In a unit (department) where it appears that a temporary staff reduction is needed for any prolonged duration, the nurse manager may grant a low need leave of absence for a period not to exceed thirty (30) calendar days. The nurse shall be given seven (7) days advance notice prior to such leave being canceled.

F. Non bargaining unit nurses shall not be used to replace any nurse who is transferred or required to take a low need day.

9.5 12 Hour Schedules

In the event management is required to establish 12 hour work schedules in any given unit or in the event of a 16 hour shift, the guidelines set forth in the appended 12 and 16 hour shift guidelines will be followed.

9.6 Unfilled Posted Vacancies

In the event a posted vacancy remains unfilled, the following procedure will be followed:

A. The vacancy will be temporarily filled with volunteers.

B. If there are no volunteers, then the Hospital may require the least senior qualified nurse in the unit (department) to fill the vacancy for up to an eight (8) week period per individual. The position of the least senior person covering the vacancy shall be held open while they are filling the vacancy. Any new employees hired for or transferred into the affected unit during such period shall be assigned to fill such vacancy as soon as the normal orientation period for that position is completed. A nurse who has previously covered such vacancy by working those hours in twelve hour shifts or by volunteering to fill such vacancy shall be credited with such time in their mandatory turn in that

rotation. No nurse shall be required to rotate to fill a successive vacancy should it occur within a six (6) month period.

9.7 Charge Nurse Assignment

Charge nurse responsibilities are to be designated for an eight (8) hour shift unless the unit is on pre-scheduled twelve (12) hour shifts. For those shifts that a charge nurse is designated, she shall not have a full patient load. Provisions shall be made in determining patient care assignments to allow for this responsibility of the charge nurse.

ARTICLE 10.0 - LEAVE OF ABSENCE

10.1 Sick Leave/Maternity Leave

A. Disability caused or contributed to by pregnancy, childbirth and recovery therefrom, including matters such as the commencement and duration of the leave, the availability of any extensions, the accrual of seniority and other benefits and privileges shall be applied to disability due to pregnancy on the same terms and conditions as are applied to other disabilities. An employee who is pregnant or is otherwise sick or disabled shall for the period during which she is incapacitated and unable to return to work be entitled to be paid for sick leave to the extent of her sick days accumulated, pursuant to the provisions and conditions of Article 28.0, Section 28.1.

B. If, after an employee has exhausted all accumulated sick leave, she remains ill or disabled and unable to return to work as determined by a physician, she shall be granted an additional leave of absence for the duration of the illness up to a maximum of one hundred (100) calendar days. If an employee remains ill and unable to work, she will be granted an extension of forty (40) calendar days. Upon return from such leave, the employee shall be reinstated to her former position (or comparable position) within twenty-eight (28) days after she has recovered and advised the Hospital that she is available for work.

1. In the event an employee advises the Hospital in writing of her intent to return to the same position and hours following conclusion of said leave, the Hospital will hold said position open for a maximum of seven (7) weeks following the commencement of the leave as staffing needs permit. The Hospital will not unreasonably refuse to hold such position open for said period. In the event the Hospital is required to post and fill such position within such seven (7) week period, the Hospital will notify MNA and the affected individual in writing and will, upon request, meet to discuss the reason for such action. An employee whose position is held open and who returns to such position at the end of seven (7) weeks may not post for open positions on a different unit

for a period of seven (7) weeks following the date she is reinstated. If at the conclusion of such period she remains ill or disabled and unable to work as determined by a physician or, in the case of maternity leave, she requests and is granted Child Care extension, the Hospital shall be relieved of its obligation to hold open such position.

If at the conclusion of such period the employee fails or refuses to return to work although medically able to do so or has not been granted a Child Care leave, the Hospital shall have no obligation to reinstate or reemploy such individual and may, at its option, terminate the employee.

2. After an employee has exhausted all accumulated paid sick leave and accrued vacation leave, except for a maximum of ten (10) days, the Hospital will continue to maintain Blue Cross/Blue Shield Hospital coverage for a period not to exceed seven (7) weeks from date of medical admission, or in the case of maternity, seven weeks from date of delivery if she remains ill or disabled and unable to return to work during said period. Except as otherwise provided, all sick, disability and maternity leave and supplemental leaves and extensions thereof, shall be without pay or benefits of any kind and benefits shall be frozen for the duration of said leave.

C. If an employee remains ill or disabled after having exhausted all accumulated sick leave and the supplemental sick leave provided above, the illness shall be deemed long-term. The Hospital shall have no obligation to reinstate or reemploy such individual and may, at its option, terminate the employee. If such employee is terminated and subsequently reemployed, she shall be considered a new hire for all purposes.

D. In the event of pregnancy, the employee shall, promptly following confirmation of her pregnancy, present the Hospital's Human Resources Office a certificate from her physician setting forth his estimate of the date of expected delivery (which shall be conclusively deemed to be correct) and also provide the Hospital with reasonable notice as to when she expects to commence her maternity leave. An employee may use accumulated paid sick days during her maternity leave in accordance with the provisions of Article 28.0, Section 28.1.

E. An employee on maternity leave may be required to present a statement from her doctor seven weeks after delivery verifying her ability or inability to return to work. In the event her physician's statement indicates she is able to return to work without restriction, such employee may be required to return to work and shall be reinstated to her position (or comparable position) within twenty-eight (28) days after she has recovered and the Hospital has been so advised. If the employee fails to return

to work within such period, the Hospital shall have no obligation to reinstate or reemploy such individual and may, at its option, terminate the employee. If the employee is unable, based on her physician's statement, to return to work at the end of such seven (7) week period, such employee shall be granted an additional leave of absence for the duration of such disability up to a maximum of one hundred (100) calendar days from the commencement of the leave. If the employee is still unable, based on her physician's statement, to return to work at the end of such period, she may be granted an additional extension of forty (40) calendar days. If an employee remains disabled or unable to return to work after having exhausted all accumulated sick leave and the supplemental unpaid leave provided above, the Hospital shall have no obligation to reinstate or reemploy such individual and may at its option terminate the employee. If the employee is released by her physician to return to work before she has exhausted all accumulated sick leave and the supplemental leave provided herein, the employee shall be reinstated to her former position (or a comparable position) within twenty-eight (28) days after she is released and advised the Hospital that she is available to return to work.

F. Upon the termination of the disability or maternity leave as provided in Subsection E above, an employee may make application in writing for an additional thirty (30) day unpaid child care leave. The granting of such leave shall be solely in the Hospital's discretion. Upon approval of such leave, the employee shall not be eligible for any additional leave for child care reasons under 10.3 - Personal Business Leave of this article. The nurse shall be reinstated to her former position (or a comparable position) within twenty-eight (28) days after the expiration of such child care leave.

10.2 Military Leave of Absence

The Hospital abides by the provisions of the Federal Regulations regarding reemployment rights as stated in the Universal Military Training and Service Act of 1940 and 1948, as amended, with respect to the reemployment rights of an employee, and to the granting of leaves of absence in accordance therewith.

10.3 Personal Business Leave

A. An employee shall have the right to make application in writing to the Hospital's Assistant Administrator for Human Resources for a leave of absence of not to exceed thirty (30) days, for reasons which she shall state in her application, but not for the purpose of being gainfully employed or seeking work elsewhere. The employee upon request shall be permitted to retain up to ten (10) vacation days. Thereafter, the employee may not, without permission of the nurse manager, take vacation for ninety (90) calendar days following return from such leave. Such permission shall be sought at the time the employee request personal business

leave. If approved by the manager, the employee shall be entitled to take both the personal business leave and the previously approved vacation leave.

Granting of such leave shall be in the Hospital's discretion. The granting or taking of such leave shall not affect employment status. If the leave granted is thirty (30) days or less, the position of the nurse shall be held open for the duration of the leave.

B. Personal leaves in excess of thirty (30) days may be granted at the discretion of the Hospital. Upon return from such leave, the employee shall be offered reinstatement to a comparable position within twenty-eight (28) days of conclusion of leave provided such a position is available. For leaves granted in excess of thirty (30) days, the employee's position will not be held. If, upon expiration of such leave, the employee is offered and refuses reinstatement to her former comparable position, she shall be considered terminated and, upon return at a later date, shall be considered a new hire for all purposes.

C. Employees returning from a leave in excess of thirty (30) days shall be reinstated in an available position in nursing for which she is qualified. In the event that position is not the employee's former position, the following guidelines will apply:

The employee shall be permitted one guaranteed posting opportunity into her former comparable position for a period of one year from the date of return. The option may be exercised only once during this year's time frame. For the purposes of this paragraph, the employee's former comparable position shall be defined as a position on the same unit which the employee left and one of the following two options being the same as the former position--same shift or same number of hours. It is the employee's responsibility to be aware of and exercise this option for positions.

10.4 Leave for Association Business

A. A nurse who is elected by the Association for official Association business that will require absence from work shall be granted a leave of absence without pay and without loss of status for a period not to exceed twelve (12) months. If the leave granted is thirty (30) days or less, the position of the nurse shall be held open for the duration of the leave. For leaves in excess of thirty (30) days but less than twelve (12) months, the employee will upon request be reinstated to her former position within twenty-eight (28) days from the conclusion of such leave, if such position is available, or if such position is unavailable, to a comparable position. If, upon expiration of such leave, the employee refuses reinstatement to her former or comparable

position, she shall be terminated and, upon return at a later date, shall be considered a new hire for all purposes.

B. Employees returning from a leave in excess of thirty (30) days shall be reinstated in an available position in nursing for which she is qualified. In the event that position is not the employee's former position, the following guidelines will apply:

The employee shall be permitted one guaranteed posting opportunity into her former comparable position for a period of one year from the date of return. The option may be exercised only once during this year's time frame. For the purposes of this paragraph the employee's former comparable position shall be defined as a position on the same unit which the employee left and one of the following two options being the same as the former position--same shift or same number of hours. It is the employee's responsibility to be aware of and exercise this option for positions.

C. If, upon expiration of such leave, the employee refuses reinstatement to her former or comparable position, she shall be terminated and, upon return at a later date, shall be considered a new hire for all purposes.

10.5 Educational Leave

A. Leave of absence for education purposes may be granted by the Hospital for a period of up to one (1) year or for two (2) consecutive one year periods.

B. To qualify for such leave, the employee must make application for such leave at least thirty (30) days prior to the commencement of such leave.

C. To be eligible for such leave, the employee must specify in her application that she intends to enroll in and actively pursue a State-approved nursing program for the entire duration of such leave or in an accredited program whose purpose is to enhance the employee's job-related skills. Requests for leave to pursue a program other than a State-approved or accredited nursing program may be granted provided the employee demonstrates that pursuit of such program will enhance the individual's job related skills and/or enhance the individual's value to the Hospital and, further provided that the individual provides adequate information on the location of the program, the course content and educational objectives of the program.

D. While on such leave, the employee must be enrolled in and actively pursuing the program for which such leave was authorized and must submit official transcripts of grades to the Human Resources Department of the Hospital at the close of each school year during the period of such leave. At the conclusion of

the program, the employee shall to the extent possible also provide the Hospital an evaluation from the program director, or her designee, as to the employee's participation and attainment of program objectives.

E. An employee who fails to comply with the requirements specified in Subsection D above will have their leave cancelled and may be terminated from employment.

F. Upon satisfactory completion of such educational leave, the employee shall within twenty-eight (28) days from such time be reinstated to her former position of employment, if such opening is available or, if unavailable, to a comparable position. If, upon expiration of such leave, a higher level position exists for which she is qualified, she shall be offered such higher level position. If the employee fails to accept reinstatement to her former, comparable or higher level position as the case may be, her employment shall be terminated, and upon return, at a later date, shall be considered a new hire for all purposes.

G. Employees returning from a leave in excess of thirty (30) days shall be reinstated in an available position in nursing for which she is qualified. In the event that position is not the employee's former position, the following guidelines will apply:

The employee shall be permitted one guaranteed posting opportunity into her former comparable position for a period of one year from the date of return. The option may be exercised only once during this year's time frame. For the purposes of this paragraph, the employee's former comparable position shall be defined as a position on the same unit which the employee left and one of the following two options being the same as the former position--same shift or same number of hours. It is the employee's responsibility to be aware of and exercise this option for positions.

10.6 Except as provided for in this contract, all accrued vacation must first be used before an employee may be granted a leave of absence.

ARTICLE 11.0 - STRIKES AND INTERRUPTIONS

11.1 The parties of this agreement mutually recognize that the services performed by the employees covered by this agreement are services essential to the public health, safety, and welfare. The Association, therefore, agrees that there shall be no interruption of these services for any reason whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Hospital's premises.

11.2 It is also agreed that the Association, its members, its affiliates, or members of the bargaining unit will not cause, support, encourage, or condone, nor shall any employee or employees concertedly take part in action against or any interference with the operations of the Hospital such as a strike, work stoppage, sit down, slow down, curtailment of work, or any picketing, patrolling or demonstrations during the term of this agreement. It is further agreed that members of the bargaining unit will not honor any strike or picket established by another labor organization at the Hospital premises, but will continue to work notwithstanding any such strike or picketing.

11.3 Nothing contained in this section shall result in the discipline or discharge of any nurse who refuses to cross such picket line if such refusal is occasioned solely by her reasonable and good faith belief that crossing such picket line will result in violence to her person or property. Furthermore, nurses working behind any such picket line or during any such strike will exert their best effort in maintaining quality patient care. However, no nurse may be required to perform other than her normal nursing responsibilities.

11.4 Any employee violating the provisions of this article shall be subject to disciplinary action or discharge, in the discretion of the Hospital. Only questions of fact regarding a violation of this article and a nurse's participation in such violation shall be subject to the grievance procedure.

11.5 When the association receives notice that any strike, sit down, work stoppage, or any other act that constitutes a violation of this article is occurring or is threatened, the Association shall take immediate, positive, action to stop or prevent the same. Among other things, the Association will immediately dispatch to the Hospital such officer or person with sufficient authority to terminate or prevent any violation of this article. The Association will advise and confirm to all employees participating in the violation that they are subject to summary discharge. The Association will take any further or additional steps as may appear to be required to terminate or prevent any violation.

11.6 When it appears to the Hospital that the Association is unwilling or unable to terminate or prevent any violations of this article, the Hospital may take such action as is necessary to maintain normal Hospital service for the community. The Hospital reserves all of the legal rights and remedies which may be available to it against the Association for breach of this agreement.

11.7 The Hospital will not lock out any employees during the term of this agreement.

ARTICLE 12.0 - NURSING DEPARTMENT COMMUNICATION SYSTEM

12.1 To facilitate communication between the parties and to resolve mutual problems, the following has been established:

- Channels of Communication
- Professional Nursing Committee

12.2 Channels of Communication

The parties recognize the traditional relationship and channel of communication that exist between professional employees and their supervisor. This system allows for the relaying and/or resolution of information, professional knowledge, and problems. The format provided within the Hospital structure includes one-to-one communication, unit meetings, inservices and/or conferences. Employees participating in these meetings shall be compensated as they have in the past.

12.3 Professional Nursing Committee

A. The purpose of the Professional Nursing Committee is to discuss, evaluate and resolve matters which directly relate to the practice of nursing and the realm of patient care.

B. Members of the committee shall be the Staff Council Chairperson, one representing the Med/Surg areas, one representing the specialty units, and one from an out-patient department. Membership for Nursing Management shall consist of the Assistant Administrator/Nursing, two nurse managers, and a non-management nurse representative.

C. Procedures to be followed by such committee shall be as follows:

1. Each party shall designate a co-chairperson of the committee who will be responsible for submitting a written agenda ten days prior to the monthly meeting.

2. Either party may request a special meeting within reasonable guidelines which shall not be unreasonably denied. A written agenda shall be presented five days prior to the meeting by the requesting party. Either may add to the agenda prior to the meeting.

3. Matters to be discussed in these meetings shall be confined to those included in the agenda unless additional items are agreed upon by both parties.

4. Monthly meetings shall normally not exceed one (1) hour.

(a) Minutes for such meeting will be transcribed by the secretary to the Assistant Administrator/Nursing and submitted to each chairperson for review. Approved minutes of meetings shall be normally published no later than 14 days after the date of the meeting. Said minutes will be transmitted to the Assistant Administrator/Nursing, Staff Council Chairperson, and the Nurse Manager for posting on nursing unit bulletin boards.

(b) Committee members released from work shall suffer no loss of pay while in attendance at such meetings and committee members not scheduled to work at the time of the meeting shall receive one (1) hour pay at straight time.

12.4 Resolutions to problems presented shall be made by the majority vote of both parties. No decision will be made unless a majority of both Staff Council members and Nursing members on the committee agree to the same, i.e. specifically three out of the four members of each party must agree.

12.5 Nothing contained in this article shall be interpreted to require the Hospital to agree to any proposal or to alter any practice or procedure mentioned or discussed in any such meeting nor shall this article be interpreted to relinquish in any way the Hospital's right to manage the affairs of the Hospital as stated in Article 2.0.

12.6 Neither the Association nor any employee shall have the right to grieve over any matters contained in this article except matters involving a refusal by the Assistant Administrator for Nursing to comply with the procedural requirements of this Article.

ARTICLE 13.0 - GRIEVANCE PROCEDURE

13.1 Definition of a Grievance

The term "grievance" for the purpose of this agreement means a claim, reasonably founded, of an alleged violation of this agreement. Any grievance filed shall specifically refer to the provision or provisions alleged to have been violated, the relief sought, and shall be on a form mutually agreed upon by the parties. Such grievance may be initiated by an aggrieved employee/employees or by the Association acting on their behalf.

13.2 Steps of the Grievance Procedure

Grievances shall be processed as follows:

Step 1

The grievance must first be presented in person and in writing to the immediate Nurse Manager or her designee not later than five (5) days after the date of the event giving rise to the grievance by the aggrieved employee. If the grievant could not have known of such event at the time it occurs, then such grievance must be presented within five (5) days from the date it reasonably should have been known. The Supervisor shall respond in writing to the grievance within five (5) days after it is presented to her. If the grievance is resolved in Step 1 between the grievant and the Supervisor, a signed confirmation shall be executed closing the matter. Failure of the Supervisor to timely respond to the grievance shall automatically advance the grievance to Step 2.

Step 2

If Step 1 does not resolve the grievance, the grievant may within five (5) days from the date of Supervisor's response or lack of response file a written appeal to the Assistant Administrator or designee. The appeal is to include a statement by the grievant of the unresolved issues regarding the grievance. The Supervisor and the Assistant Administrator or her designee shall meet with the aggrieved employee and the Staff Council Representative within five (5) days of receipt of said grievance. Such meeting may be waived by mutual consent. The Assistant Administrator or her designee shall answer the grievance in writing within five (5) days after such meeting or, where no meeting is held, within five (5) days after receipt of such grievance. If the Assistant Administrator or her designee is able to resolve the grievance, a signed confirmation shall be executed thereby closing the matter. Failure of the Assistant Administrator or her designee to timely respond to the grievance shall automatically advance the grievance to Step 3.

Step 3

If the Step 2 answer does not resolve the grievance, the Association may, within five (5) days of the Step 2 answer, appeal in writing to the Assistant Administrator for Human Resources. The appeal is to include a statement by the grievant of the unresolved issues regarding the grievance. The Assistant Administrator for Human Resources shall meet with the aggrieved employee and Staff Council Representative, and at the Association's option, a labor relations representative of the Association, within five (5) days of receipt of said grievance. Such meeting may be waived by mutual consent. The Assistant Administrator for Human Resources shall answer the grievance in writing within five (5) days after such meeting or, where no meeting is held, five (5) days after receipt of such grievance. If the Assistant Administrator for Human Resources is able to resolve the grievance, a signed confirmation shall be executed thereby closing the matter.

Step 4

If Step 3 does not result in a resolution, the Association may, within five (5) days of the Step 3 answer, file a written appeal to the Hospital's Executive Director. The appeal is to include a statement by the grievant of the unresolved issues regarding the grievance.

Either party may, within such five (5) day period, request a meeting to discuss the grievance. If such a meeting is requested, it shall be held between the Executive Director or other persons designated by the Executive Director and the Association's representative and Staff Council representative and the aggrieved employee(s). The parties may invite to such meeting other individuals who may reasonably be expected to assist in the discussion and/or resolution of the grievance. If the matter is resolved at said meeting, a signed confirmation shall be executed, thereby closing the matter.

If the matter is not resolved, the Executive Director or his designee shall respond to said grievance in writing within ten (10) days of the date of said meeting.

Step 5

If the grievance is not satisfactorily settled by the foregoing procedure, either party may file a demand for arbitration under the rules of the American Arbitration Association within thirty (30) days following the Association's receipt of the Step 5 answer. The arbitrator shall be selected from a list or lists supplied by the American Arbitration Association.

In the event either party is dissatisfied with the names appearing on the initial panel list, such party may request a second panel. Where a satisfactory list is received, the Employer shall first strike a name from the list in the first case and the Association shall strike first in the second case. Thereafter, the parties shall rotate striking the first name. The parties shall alternate striking names until one name remains. That person will be the neutral arbitrator.

The Arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this agreement. The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this agreement.

Each party shall furnish to the Arbitrator and to the other party whatever facts or materials the Arbitrator may require to properly weigh the merits of the grievance.

The American Arbitrator Association's administrative fee, the Arbitrator's expenses and charges for his services, shall be shared equally by the parties.

The Arbitrator's decision shall be final and binding and shall have such precedent effect as future arbitrators or courts may deem appropriate.

13.3 Rules of the Grievance Procedure

A. In no event shall the Hospital be liable for back pay for any period prior to thirty (30) days preceding the day on which the grievance is submitted in writing. Back pay shall be the amount of wages the employee would have earned from the Hospital, less any amount received from other employment, self-employment and/or unemployment compensation. The employee found to have been discharged without just cause may be required by the Hospital to provide proof she was diligent in seeking substantially equivalent employment as a condition to being made whole where such remedy is ordered by the Arbitrator.

B. For the purposes of the grievance procedure, a day shall be deemed to mean Monday through Friday, excluding holidays, and the day on which the action is taken shall not be part of the time limit provided.

C. The time limit at any step of the grievance procedure may be extended by mutual agreement of the parties' representatives at that step.

D. In the absence of any of the parties specified to participate at any step, such party may designate an alternate to act in her place.

E. When a grievance discussion and/or investigation takes place during the working hours of the grievant or representative of the Association employed by the Hospital, and their presence is reasonably required for such purposes, they will, upon request to their immediate Supervisor, be allowed to leave work as soon as they can be spared therefrom as determined by their Supervisor. They shall be paid at their regular rate of pay for work hours so lost as a result of such investigation or discussion.

F. The grievant and representative shall first secure authorization of their immediate supervisor before leaving their assigned work area to investigate or process a grievance. The nurse shall notify the supervisor upon returning from such grievance adjustment. They shall promptly report to the Supervisor of any other department in which the grievance processing shall legitimately take them and to their own Supervisor upon returning to their own department. It is mutually agreed by the parties that the function of the Hospital takes precedence over grievance

adjustments and that as a result some delay may occur in the adjustment of a grievance.

G. Any grievance settlement arrived at is final and binding upon the Hospital, and the Association, and the grievant(s).

H. All grievance discussions, investigations, or proceedings, shall be conducted in such manner and in such areas of the Hospital so as to assure that there will be no disruption, disturbance or interference with normal Hospital operations or atmosphere.

I. The grievant shall have the right to be present at all steps of the grievance procedure.

J. Any grievance which affects the entire bargaining unit or which involves the discharge of an employee shall automatically be advanced to Step 2 of the grievance procedure. In the event a grievance affects either an entire nursing unit or an entire shift the grievance may, at the Association's option, be handled either at Step 1 or advanced to Step 2 of the grievance procedure. The parties may by mutual agreement advance any grievance to any successive step of the grievance procedure and waive any step in the grievance procedure.

K. The Arbitrator is empowered by the parties to resolve any disputes arising under this agreement regarding the arbitrability of any grievance. Any decision by the Arbitrator shall only serve as precedent for the precise facts and circumstances presented in such proceeding.

L. The original grievance form shall be provided to the Staff Council Representative (with a copy to be provided to the grievant) at all steps throughout the grievance process. Original grievance response shall not be sent through the Hospital mail.

ARTICLE 14.0 - DISCIPLINE

14.1 Any authorized representative of the Hospital may discipline or discharge a nurse for just cause. Disciplinary action shall be corrective rather than punitive and may, depending on the seriousness of the offense, consist of a verbal warning, written warning, suspension or discharge.

14.2 Employee counseling and the use of counseling forms are intended to be corrective in nature and as such are not part of the discipline process and not subject to the grievance procedure.

14.3 If requested by the employee, she shall be entitled to have a Staff Council representative present at any interview

with the employee's supervisor when the employee has a reasonable basis to fear she will be disciplined at such review.

ARTICLE 15.0 - CHANGES IN PERSONNEL RECORDS

15.1 Each employee covered by this agreement shall have the personal responsibility to keep the Hospital advised of any changes in name, address, telephone number, change of insurance beneficiary, number of dependents and other changes which may affect taxes, social security or health insurance coverage.

15.2 Such changes shall be reported to the Human Resources Office in writing on forms provided by the Hospital, as soon after the change occurs as possible. The Hospital shall rely upon the last information provided by an employee and shall have no responsibility for failure of an employee to promptly report any of the above changes.

ARTICLE 16.0 - ANTI-DISCRIMINATION

16.1 The Hospital and the Association agree that neither party will enforce or apply the terms of this agreement in a manner which discriminates against employees covered by this agreement in violation of any Federal or State law or regulation.

16.2 Whenever reference is made in this agreement to the female pronoun, she, her, etc., it is intended and shall be deemed to include reference to the equivalent male pronoun, he, him, his, etc.

ARTICLE 17.0 - EFFECT OF THIS AGREEMENT

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject and matter not removed by law from the area of collective bargaining. Accordingly, it is agreed that the entirety of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement and all attachments thereto and constitute the entire agreement between the parties. Unless specifically so provided in this agreement to the contrary, all past practices, verbal agreements or grievance settlements not reduced to writing shall not be binding on either party. In addition, no future grievance settlements will be relied upon by the parties unless that grievance settlement has been reduced to writing and executed by the parties.

**ARTICLE 18.0 - VOLUNTEER SERVICE ORGANIZATIONS
AND WORKERS**

18.1 The Association recognizes that volunteer organizations and workers perform services in the Hospital which are valuable and necessary contributions to the welfare of patients and to the operation of the Hospital, and that such services in no way interfere with or conflict with the duties or privileges of employment of employees. The Hospital shall continue to have the right to use all services of such nature and neither the Association nor employees shall interfere in any way with the activities or duties of any such volunteer service organization or workers.

ARTICLE 19.0 - TERMINATION OF EMPLOYMENT

19.1 At least four (4) weeks written notice of termination of employment shall be given by a registered professional nurse.

19.2 At least four (4) weeks notice of termination of employment shall be given to a nurse by the Hospital. This provision shall not apply to probationary employees or disciplinary discharge.

ARTICLE 20.0 - POSTING NOTICES OF VACANCIES

20.1 When the Hospital elects to fill a vacancy for a position covered by this agreement, the Hospital will within five (5) days after approval, post an appropriate notice on the Hospital bulletin boards. Such notice shall be posted for a period of five (5) days, excluding Saturdays, Sundays, and holidays. Reasonable efforts will be made to assure that all interviews will be completed and a selection made within two (2) weeks from the date the posting is removed. Nurses interested in applying for any vacancy are directed to make an application in the Human Resources Department.

20.2 Except as otherwise provided herein, any nurse covered by this agreement who is qualified for an open position and has completed her ninety (90) day probationary period in her current position may apply for the position. If no qualified nurses employed by the Hospital apply for such opening, the Hospital may fill the opening by hiring a new employee.

20.3 Once an employee has posted to, and been accepted for such posted position within a department, the transfer shall, absent unusual circumstances, be made within six (6) weeks from the date of selection. Once this transfer has been effected, absent unusual circumstances, the nurse may not post for open positions in a different department for a period of six (6) months from the date of transfer.

20.4 If two or more nurses apply for the same opening and both meet the minimal qualifications set for the position, the opening shall be awarded to the most qualified nurse. The Assistant Administrator for the department or her designee shall determine who is the most qualified nurse based on the following criteria: work record, education (formal and informal), experience, ability, and other criteria which is valid for the position. If two (2) or more nurses who apply for the same vacancy are equally qualified, the position shall be awarded to the nurse with the most bargaining unit seniority.

20.5 A listing of all RN postings shall be updated weekly on each Friday and such listing shall be placed in the Human Resources office and on the posting board. Bargaining unit postings shall not be grouped with any nonbargaining unit postings. Upon request made to the Assistant administrator/Human Resources, Staff Council will be provided with the names of the successful candidates for the vacant, posted positions. Requests shall be made on a timely basis. Requests shall not be made for postings beyond a thirty day period.

20.6 If additional RN hours are made available within a Department, such hours shall be posted, by shift, within the Department. Where qualifications are equal, the hours shall be awarded to the more senior bargaining unit nurse on that shift. In all other respects the posting provisions herein shall apply.

ARTICLE 21.0 - LAYOFF AND RECALL

21.1 Layoff

A. The Hospital has the right to layoff employees to the extent the Hospital determines to be necessary.

B. In the event it becomes necessary to reduce the size of the Hospital's work force, the Hospital will notify the Association of such prospective layoff and, if requested, meet with the Association to discuss the effect or such a layoff on unit employees. Nothing herein shall preclude or postpone Hospital implementation or such layoff under the terms agreed upon in this article, notwithstanding that such layoff occurs during the pendency of meeting or discussion between the parties.

C. In the event layoff becomes necessary within any unit or department of the Hospital, the Hospital shall initially seek volunteers for such layoffs. Full and part time nurses with the greatest seniority shall be given priority in taking a voluntary layoff, provided the nurses remaining possess the qualifications, skill and ability necessary to perform the work normally performed by the senior nurses without additional training. Should further reductions be necessary, temporary employees and non-bargaining unit contingency staff employees within the unit shall

be laid off next. Should further reductions become necessary, non-bargaining unit probationary employees, bargaining unit contingency, bargaining unit probationary employees and irregular part-time employees within the unit shall be laid off in that order.

D. Should additional reductions be necessary, employees shall be laid off in reverse order of their bargaining unit seniority within the department, providing the nurses who remain, in the opinion of the Assistant Administrator, or her designee, possess the qualifications, skill, and ability to perform the work in that department without additional training.

E. In the event an employee is subject to layoff in her department and a posted vacancy exists in another department, such employee shall have the option of transferring to such position. In the event two or more employees seeking such positions are equally qualified, they shall be assigned in accordance with the bargaining unit seniority with the highest senior person being placed first. For purposes of this paragraph, a vacancy shall be deemed to exist in any job classification in which an unfilled posted vacancy exists or a temporary, probationary, or contingency staff employee is employed. An employee designated for layoff shall be given preference to fill any posted vacancy. Any employee who elects not to transfer into such vacant position shall be laid off.

F. In the event there is no available vacant position into which an employee subject to layoff can be transferred, such employee may exercise one of the following options:

1. Accept the layoff with the right to recall as specified in paragraph 21.2 or
2. Seek to bump the least senior bargaining unit employee.

G. Any employee who desires to exercise her option to displace another employee in lieu of accepting a layoff must notify the Hospital of her desire to displace within twenty-four (24) hours after notice of layoff. Failure to give timely notice shall result in the forfeiture of this option.

21.2 Recall

A. Recall from layoff shall be made in the reverse order of layoff, provided the employee possess, in the judgment of the Assistant Administrator, or her designee, the qualifications, skill and ability to perform the available work.

B. Notice of recall may be given in person, by telephone or by certified mail. If the employee fails to report to work when notified to do so by the starting time of her shift of

the fifth (5th) day after such notice is received, she shall be deemed to have terminated her employment at the Hospital. Such reporting period may be extended on an individual basis only by mutual agreement by the parties.

21.3 Low Need Layoff

This article does not apply to those instances where Registered Nurses due to a temporary decrease in workload may be asked on a daily basis to take time off without pay or be transferred to another department by her supervisor. However, should a department experience department-wide low need (i.e. all employees have been requested to take a low need for a period of ten (10) consecutive days), the Association shall have the right to request a meeting with the Assistant Administrator of Human Resources and the Assistant Administrator of the affected area to discuss whether or not the layoff provisions of Article 21.0 should be invoked.

ARTICLE 22.0 - SENIORITY

22.1 Definition

A. Hospital seniority is defined as the length of time an employee has been continuously employed by the Hospital from the last date of hire.

B. Unit (hereafter "Department") seniority is defined as the length of time the employee has worked continuously in an assigned department from the most recent date of hire or transfer into that department.

C. Bargaining unit seniority is defined as the most recent date of hire or transfer of a nurse into the bargaining unit. LPNs and nurse technicians employed by the Hospital who transfer from those positions into the bargaining unit will be credited with one-half (1/2) of their Hospital seniority for time spent in those positions.

D. The Hospital will prepare and periodically update a bargaining unit seniority roster semi-annually on June 1 and December 1 of each year. A copy of such list shall be supplied to MNA and Staff Council and shall be controlling with the respect to disputes regarding seniority unless written objection is made to such list within ten (10) days following receipt of such list.

22.2 Accrual of Seniority

A. An employee's Hospital seniority shall commence after completion of her probationary period and shall be retroactive to the most recent date of hire. Department seniority shall commence from the most recent date of hire or transfer into a nursing unit.

B. Seniority shall continue to accrue during paid leaves of absence and during any layoff up to, but not in excess of, twelve (12) months.

22.3 Loss of Seniority

A. An employee's seniority and/or her employment relationship with the Hospital shall terminate if:

1. The employee resigns, retires or quits.
2. The employee is discharged for cause and is not reversed through the grievance procedure.
3. The employee fails to return to work at the termination of an authorized leave of absence or vacation unless such failure to return is beyond the control of the employee.
4. The employee is absent from work for three (3) consecutive days without prior notice to the Hospital and without satisfactory reason for such absence, unless such failure to notify is due to circumstances beyond the control of the employee.
5. The employee fails to return to work upon recall from layoff five (5) calendar days after receipt of notice of recall, provided such notice is given at the last known address of the employee on file with the Hospital and, further provided, such failure to return is beyond the control of the employee. In the event the employee claims that her failure to return was beyond her control within the meaning of paragraphs 3, 4, or 5, the employee shall be required to provide documentation showing it was not possible for her to notify the Hospital through any means of communication.
6. The employee is absent due to a non-occupational illness or injury for a period of one (1) year or the length of the employee's bargaining unit seniority, whichever is less. In the case of an occupational illness or injury, such a period shall be fifteen (15) months.
7. The employee is laid off and not recalled for a continuous period of two (2) years from the date of the layoff, whichever is shorter.
8. Three months following an employee's acceptance of a permanent non-bargaining unit position. In the event an employee returns to a bargaining unit position, her unit seniority date shall be the date of such return.

22.4 Application of Seniority

A. Hospital seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor in determination of such benefits under this agreement.

B. Bargaining Unit seniority within the department shall apply only in the case of layoffs, recall, vacation and request days off.

C. Bargaining Unit seniority shall apply in other instances.

ARTICLE 23.0 - SAFETY

23.1 The Hospital will observe all applicable health and safety laws and will take all steps reasonably necessary to assure employee safety.

23.2 Every employee will observe all applicable and reasonable safety rules and instructions established by the employer and applicable safety laws and governmental regulations.

23.3 The Staff Council will notify the Assistant Administrator for Human Resources of its member selected to serve on the Safety Committee.

ARTICLE 24.0 - HOLIDAYS, PERSONAL LEAVE & VACATION

A. Holidays

24.1 For purposes of this section, the Hospital recognizes the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day before Christmas, Christmas Day, and the employee's birthday.

24.2 After ninety (90) days of employment, each full-time employee who is not scheduled to work on a holiday, shall be paid for eight (8) hours at her regular, straight-time hourly rate for the holiday, provided that she worked her last scheduled work day prior to the holiday and her next scheduled work day after the holiday.

An employee who works the actual holiday, noted above, will receive the holiday benefit even if she does not work her last scheduled day prior to the holiday or her first scheduled day after the holiday.

24.3 (a) After ninety (90) days of employment, each full-time employee who is scheduled to work on a holiday shall be

paid two and one-half (2 1/2) times her regular straight-time hourly rate for hours actually worked, in lieu of holiday pay described above.

(b) After ninety (90) days of employment each regular part-time employee who is scheduled to work on a holiday shall be paid at one and one half (1 1/2) times her regular hourly rate for hours actually worked plus her pro rata share of eight (8) hours of holiday pay.

(c) After ninety (90) days of employment, each irregular part-time employee who is scheduled to work on a holiday shall be paid at one and one half (1 1/2) times her regular hourly rate for hours actually worked.

24.4 A regular full-time employee whose vacation period includes a holiday, shall be entitled to holiday pay as described in 24.2 above. If the needs of the Hospital permit, such employee's vacation period may be extended by one (1) day.

24.5 Time off for holidays may be taken within fifteen (15) days prior thereto or within fifteen (15) days following the holiday. In such event, an employee must have worked her last scheduled work day prior to such day taken in lieu of the holiday and her next scheduled work day after such day. For purpose of calculating holiday benefits, the Hospital will not include the pay period immediately preceding the pay period in which the holiday falls. Days off to be taken in lieu of the holiday shall be scheduled by the Nurse Manager consistent with staffing requirements.

24.6 In order to receive holiday benefits, the employee must have received pay within the pay period in which the holiday falls.

24.7 For the Christmas holiday (day before Christmas and Christmas day), the holiday shall begin at 7 a.m. on December 24 and extend to 7 a.m. forty-eight (48) hours later on December 26.

B. Personal Leave Days

24.8 All employees having completed their probationary period and working on the average of at least half-time (twenty hours per week) shall be eligible to receive three (3) paid personal leave days or pro rata share thereof in each anniversary year in accord with the following:

During the first year of employment they shall be eligible to request to take no more than one personal leave day during the second three (3) months of employment or no more than two (2) personal leave days during the third three (3) months of employment. During the fourth three (3) month interval from date

of employment, the employee may request to take all of her paid personal leave days.

In subsequent years of employment after the first year, the employee may request to take her eligible personal leave days or pro rata share thereof at any time during each anniversary year.

24.9 Personal leave days must be scheduled with and approved by the supervisor at least seven (7) days in advance except in cases of an emergency as defined in Article 9.2.E.

24.10 Those employees who regularly work the night shift will receive two (2) additional personal leave days. These two (2) additional personal leave days will be the fourth (4th) and fifth (5th) days taken each year period, provided that the employee has regularly worked the night shift for at least ninety (90) calendar days prior to taking her fourth (4th) and fifth (5th) personal leave days. Eligible part-time night shift employees will receive a pro rata share of this benefit. Employees must continue to work the night shift to be eligible for these additional personal leave days.

24.11 Personal leave days may not be used during the proper notice period as stated in Article 19.0, Section 19.1.

24.12 Pay for such leave days shall be at the employee's straight time hourly rate.

24.13 Personal leave days may not be accumulated from anniversary year to anniversary year.

24.14 Personal leave days requested prior to the posting of the schedule shall not be unreasonably denied.

24.15 Only in the case of an employee's termination from employment in good standing and with proper notice will payment be made at the straight time hourly rate for personal leave days or the pro rata share thereof in lieu of time off.

C. Vacation with Pay

24.16 Employees working at least 40 hours in a pay period of fourteen (14) consecutive days as averaged over the preceding six (6) pay periods will earn vacation hours according to the number of paid straight time hours in each pay period (including paid sick leave, vacation and overtime hours) in accordance with the schedule below. Vacation will be paid at the straight time hourly rate of pay plus normally received differentials. No employee will be eligible to take any vacation before one full year of employment. If it becomes necessary for an employee to take leave prior to becoming eligible for vacation, an advance vacation without pay may be approved by the Nurse Manager or the Assistant

Administrator/Human Resources. No paid vacation shall be granted unless fully accrued.

<u>Months of Employment</u>	<u>Vacation Hours Earned</u>	<u>Annual Rate Full Time Employees</u>
0 through 48 months of employment	6.667 hours earned for each 173 paid hours	10 work days
49 months through 120 months of employment	10 hours earned for each 173 paid hours	15 work days
121 months through 240 months of employment	12 hours earned for each 173 paid hours	18 work days
240 months through 251 months of employment	13.334 hours earned for each 173 paid hours	20 work days
252 months of employment through 276 months of employment	14.0192 hours earned for each 173 paid hours	21 work days
265 months of employment through 276 months of employment	14.669 hours earned for each 173 paid hours	22 work days
277 months of employment through 288 months of employment	15.335 hours earned for each 173 paid hours	23 work days
289 months of employment through 300 months of employment	16.000 hours earned for each 173 paid hours	24 work days
Over 300 months of employment	16.668 hours earned for each 173 paid hours	25 work days

24.17 Vacations will be scheduled by the Nurse Managers in reference to the service needs of each department.

24.18 Requests for vacation shall be submitted and granted utilizing the following procedure and the Letter of Interpretation attached:

(a) All vacation requests for a calendar year must be submitted in writing by February 1 in the year the vacation will occur. Employees shall designate their first, second, and third preference for vacation time. (Vacation requests must be submitted by February 1, 1992 for any vacations being requested in the vacation year beginning April 1, 1992 through March 31, 1993 and annually thereafter).

(b) All requests will be approved or disapproved by the Nurse Manager by February 15.

(c) Vacations will be granted based on bargaining unit seniority.

(d) No more than two consecutive weeks of vacation may be taken during the prime vacation times of June 1 through September 1. A third consecutive week will only be granted if there are no other requests granted during that same time period.

(e) A vacation schedule of all granted vacations and pending requests shall be maintained in each department available to all staff nurses who work in that unit.

24.19 For individuals submitting requests outside of the time frame identified in 24.18 above it shall be the right of the manager to determine whether or not they can be granted. Employees will be notified of whether their request has been granted within 15 days after the request is submitted.

24.20 In the case of an employee's death, any unused vacation pay will be in accordance with applicable law.

24.21 Employees who have not been continuously in the employ of the Hospital for two (2) years shall not be entitled to take any part of her second year's vacation prior to one (1) year and six months from her date of employment.

24.22 Employees must take their vacation within one (1) year after the same has been earned with the maximum accrual of vacation not to exceed that amount accrued during the most recent past two (2) years of current employment. If an employee and the Hospital agree, the employee may be paid in lieu of taking scheduled vacation time.

24.23 In the event of an emergency as defined in Article 9.0, disaster, or unforeseen changes in personnel availability, the Hospital reserves the right to cancel vacations as necessary.

24.24 During the proper notice periods as specified in Article 19.0, Section 19.1, a registered nurse covered by this agreement will not have vacation approved. A registered nurse who resigns from employment in good standing with proper notice after one year of employment will receive terminal pay for eligible pro-rata vacation accrued at her straight time hourly rate at the time of termination.

24.25 Employees who transfer to a unit after vacation time has been scheduled for them may take vacations only as determined by the Nurse Manager of the unit they are transferring to.

D. Calculation of Prorata Benefits

24.26 In calculating an employee's eligibility for prorata benefits (holiday, personal leave) where applicable, the employee shall be credited with the greater of the actual hours paid or her normal hours scheduled per pay period.

ARTICLE 25.0 - HEALTH, DENTAL AND VISION INSURANCE

25.1 Health Insurance.

Full-time and regular part-time employees will, within thirty (30) days of employment in the case of a new employee or at the annual reopening, be provided the opportunity to make application to enroll in the Hospital's group insurance plan.

25.2 After the completion of three (3) billing cycles, the Hospital will pay the total premium for a single subscriber for all full time and regular part-time employees. In addition, the Hospital will pay the total premium for additional coverage for the spouse or family, including the Major Medical coverage and riders currently in effect (including FAE-RC).

25.3 The Hospital reserves the right to seek and obtain an insurance plan of its choice provided, however, the benefits of such plan are not less than those provided at the execution of this agreement. The Hospital will send a copy of the revised plan to MNA.

25.4 Health Program Discount

The Hospital also agrees to pay, when an employee receives services rendered by employees of the Hospital, one hundred percent (100%) of any balance due the Hospital which is not covered by the Hospital's insurance plan; or one hundred percent (100%) of the balance such employee would have had if the employee had such health insurance. This Hospital discount shall apply to services performed for the employee, spouse, or family.

25.5 Pharmacy

For all prescriptions purchased at the Hospital, the following shall apply:

A. All prescriptions of \$5.00 or less shall be without cost to the employee.

B. All prescriptions over \$5.00 shall be at a cost to the employee of 30% of the total bill for the amount over \$5.00. For example:

Prescription cost of	\$7.20
Employee pays	.88

C. The Hospital will provide pharmacy services at no more than 20% over the cost of the drugs to the Hospital.

25.6 Dental Insurance

Full-time and regular part-time employees will, within thirty (30) days of employment in the case of new employees, or at the annual reopening, be provided the opportunity to make application to enroll in the Hospital's dental insurance plan.

A. After completion of three (3) billing cycles, the Hospital will pay the total premium for the subscriber/single and/or additional coverage for spouse/family.

B. The Hospital reserves the right to seek and obtain an insurance plan of its choice provided, however, the benefits of such plan are not less than those provided at the execution of this agreement. The Hospital will send a copy of the revised plan to MNA.

25.7 Vision Insurance

Effective July 1, 1992 the Hospital will provide Vision benefits for all full-time and regular part-time employees. Employees will be given the option to add dependent coverage through payroll deduction at their expense. The Hospital reserves the right to seek and obtain a vision plan of its choice provided that a copy of such plan is made available to and reviewed with MNA's representative prior to its implementation.

ARTICLE 26.0 - JURY DUTY

26.1 An employee who is called for jury duty or who has been subpoenaed to be a witness at a judicial proceeding must notify her supervisor immediately upon receiving the notice of being so called.

26.2 To be eligible for supplemental pay as provided herein, the employee shall as soon as possible present to her supervisor a written statement from an appropriate official showing the dates, times, and pay for the jury duty and/or the subpoena or copy thereof, showing the date and time she is scheduled to be a witness.

26.3 Upon certifying to the Hospital that all such pay for those days which they currently would have been scheduled to work received for such jury duty or witness pay shall be endorsed to the Hospital within five (5) working days after it is received by the employee, the Hospital shall continue to pay to the employee her straight time pay while said employee is serving as a juror or witness for such time as the employee would otherwise have been scheduled to work.

26.4 Supplemental pay will be provided to an employee in addition to the jury duty or subpoena pay received to assure that the employee has no loss in pay resulting from jury or witness duty. In assuring that the employee has maintained her normal pay, the employee's total remuneration will be calculated based upon the employee's straight time net pay which she would have normally received but for such jury or witness duty.

26.5 Such supplemental pay will be provided only in such instances where the employee is required to be on jury duty or, in the case of witness duty, has been subpoenaed to be a witness by the Hospital or is subpoenaed to be a witness by any party in a judicial proceeding involving liability claims against the Hospital, its employees, agents, contractors, or any other persons utilizing the facilities of the Hospital.

26.6 As soon as practicable, the employee shall meet with her supervisor so that arrangements can be made to schedule for the employee's absence from her regular duty in order to serve on jury duty or to give testimony. A nurse scheduled to work the night shift will be excused from work for the night preceding jury duty. A nurse scheduled to work the day and afternoon shift will be excused from work for the day of jury duty.

**ARTICLE 27.0 - BEREAVEMENT TIME, WITH PAY, FOR
REGULAR FULL-TIME AND PART-TIME NURSES**

27.1 At the time of death of a member of her immediate family as described below, a nurse shall be granted a leave of absence as a personal business leave so that she may make funeral arrangements, attend the funeral, etc., for a period of time which is appropriate to the circumstances presented (such as out-of-town travel involved). A full time employee shall be paid for three (3) of her scheduled work days of such personal business, bereavement leave. Regular part-time nurses shall be paid for two (2) of her scheduled days. Irregular part-time nurses shall be paid for one of her scheduled work days. Bereavement days shall be paid for any of the above categories for scheduled work days taken up to five (5) days excluding the day of death, following the death of the immediate family member. In the event that internment or memorial services are performed later than the five (5) calendar days after death, and the employee did not take paid time off as allowed above, the days as provided in this section may be, upon the authority of the Assistant Administrator for Human Resources, be deferred until the time of internment or memorial service. The employee shall be compensated at their regular straight time rate of pay for time lost.

27.2 "Immediate family" shall mean grandparent, grandparent-in-law, parent, spouse, child, child-by-law, grandchild, brother, sister, parent-in-law, son-in-law, or daughter-in-law, and those relations referred to as step, wherever they may have

resided, or any other family member who resided in the same household as the employee to the extent that a federal income tax exemption, in the most recent year of filing, was claimed by a member of the employee household.

27.3 The Hospital may require verification of death and/or of the relationship of the employee to the deceased, at its discretion, following the leave and before making payment for the bereavement time. The Hospital may withhold payment if the employee did not make prompt request for leave of absence prior to taking time off, so that her work should be covered in her absence. The employee shall fill out forms provided by the human resources office within three (3) days after the employee returns to work. Such forms shall be requested by the Nurse Manager from the Human Resources office at the time the leave is requested by the employee, and be available on her unit (department) at the time of her return from such leave.

ARTICLE 28.0 - SICK LEAVE

28.1 Sick leave is earned at the rate of eight (8) hours for each one hundred seventy-three (173) hours worked. Sick leave is accrued but not paid until an employee has worked ninety (90) days. Sick leave may be accumulated to a maximum of eight hundred (800) hours.

28.2 In order to receive paid sick leave, all employees must notify the Nursing Unit or Nursing Supervisor of their intent not to report to duty according to the following: When scheduled to work the day shift, the employee must call in prior to 5:30 a.m.; when scheduled to work the afternoon shift, the employee must call in prior to 12:00 noon; and, when scheduled to work the night shift, the employee must call in prior to 8 p.m. If the employee has a reasonable excuse, as determined by the nurse manager, for not calling in prior to the aforementioned time, pay for sick leave shall be awarded. If an employee works a "staggered shift" she must call in no less than two (2) hours prior to the beginning of said shift.

28.3 The Hospital reserves the right to require proof of a nurse's illness when it is reasonably believed that a nurse may be abusing the use of sick leave as provided for in this section, she may be requested by a nursing supervisor to be examined by a physician at the Hospital's Emergency Room at a time to be mutually agreed but, in no event, later than twenty-four (24) hours after such request was made. Upon so reporting to the Emergency Room, the nurse shall be attended to as soon as is practicable. Unless unavoidable, failure to report for such examination may result in loss of sick pay, discipline or discharge.

28.4 If the employee has been off work ill for three (3) or more consecutive scheduled work days, the employee may be required to present a physician's written release to the Health Nurse prior to return to duty.

28.5 An employee who has an accident while on duty at the Hospital shall be eligible to file a claim for sick leave only for those days not covered by workers compensation insurance. No claim for paid sick leave will be granted to an employee whose accident or illness is caused while gainfully employed but not working at Marquette General Hospital.

28.6 Employees who terminate their employment after one year of service in good standing and with proper notice will be eligible for a cash bonus of fifty percent (50%) of sick leave accrual providing she has accumulated a minimum of eighteen (18) hours, to a maximum of two hundred (200) hours, or they may elect the option to freeze their sick leave accrual at time of termination and have it restored if the employee is reemployed within three (3) calendar years from the date of termination. Sick leave will not accrue on terminal or bonus hours of sick leave.

28.7 Any employee who accrues a total of one hundred (100) or more hours of sick leave may, at her option, elect to continue to accrue such leave or to be paid a cash payment in accordance with subparagraph 28.8 below on the following basis:

More than 100 hours but less than 200 hours	= 50%
More than 200 hours but less than 300 hours	= 50%
More than 300 hours but less than 400 hours	= 55%
More than 400 hours but less than 500 hours	= 55%
More than 500 hours but less than 600 hours	= 60%
More than 600 hours but less than 700 hours	= 60%
More than 700 hours but less than 800 hours	= 65%
Over 800 hours	= 70%

Hours accrued in employee's pay bank in excess of eight hundred (800) hours will automatically be paid to the employee. Employees who have accrued in excess of eight hundred (800) will have the option of converting up to forty (40) hours of their sick leave accrual to thirty-two (32) hours of vacation so long as the conversion does not deplete the number of accrued hours below eight hundred (800) hours. Hours accrued in the employees' sick bank in excess of eight hundred (800) hours following such conversion to vacation will automatically be paid to the employee at seventy percent (70%).

28.8 Between November 15 and December 1 of each year, employees eligible for sick leave payment will have the option of continuing to bank her sick leave or notifying the Payroll

Department of her election to receive the cash payment specified in Subsection 28.7 above, and said hours to be calculated as of pay period ending closest to December 1. An employee electing to receive such cash payment for hours accrued in excess of the nearest one-hundred (100) hour increment as of December 1; and accumulated sick hours will then revert to the one hundred (100) hour increment. For example, an employee having two hundred and sixty (260) hours on December 1, may only elect to be paid for sixty (60) hours at a rate of fifty percent (50%) for said hours and accumulated sick hours will then revert to two hundred (200) hours.

28.9 No sick leave benefits will be paid to an employee during a terminal notice period unless the employee documents such illness or injury by means of a physician's statement.

ARTICLE 29.0 - STANDBY

29.1 An employee on standby shall be defined as one who has accepted the responsibility of being prepared to work within a specific period of time subject to the needs of the Hospital. Employees on standby shall be expected to be available to work their entire standby shift. Such standby shall be scheduled in accordance with this article.

A. Employees in endoscopy, operating room, recovery room/outpatient surgery, hemodialysis, obstetrics and special care nursery accept standby as a part of their normal job responsibilities.

B. Required standby for special care nursery shall only be from 3 p.m. Friday to 3 p.m. Sunday and on recognized holidays. All other standby provisions will apply.

C. Employees in other units other than those identified above shall not be scheduled in advance for standby except by mutual agreement between themselves and the Nurse Manager or designee.

D. However, in cases of low need days, employees may be assigned to standby status by the Nurse manager if a determination is made that standby status is needed to meet patient needs. Employees designated as working an extra shift on a low need day shall have the option of accepting standby.

29.2 Employees shall be paid per Section 29.3 below for standby status for those hours the employee is assigned or scheduled. Employees will receive standby pay in the following instances:

A. For those hours when an employee is scheduled or assigned and works on standby.

B. In those departments where standby is scheduled other than immediately following the end of the employee's scheduled shift, and an employee so scheduled for standby is required to work into their call shift, standby pay shall begin at the end of that regularly scheduled shift.

29.3 Employees on standby shall be paid at the rate of two dollars (\$2.00) per hour for each hour on standby and one and one-half (1 1/2) times their regular rate of pay for each hour worked.

29.4 Employees will be guaranteed a minimum of two (2) hours at time and one one-half (1 1/2) when after being relieved of duty and leaving the hospital premises they are required to report back to work.

29.5 An employee who goes on standby but is not available will not get paid for the period during which she should have been available.

29.6 An employee who is assigned standby on a holiday shall be paid at the rate of \$2.25 per hour for each hour on standby and two times (2x's) the regular rate of pay for each hour worked plus their holiday pay. Holiday period shall be as previously defined in Article 24.0. The period for standby for holidays will be from 3:30 p.m. the day before the holiday until 7 a.m. the day following the holiday (except for the Christmas holiday).

29.7 Any standby employee who works such holiday may at the Hospital's discretion and as patient needs permit, be granted an unpaid day provided such day is taken within fifteen (15) days from the date of the holiday.

29.8 Employees on standby and working past midnight shall have the following options, if they are regularly scheduled for the following shift:

A. Guaranteed eight (8) hours off following the last time called in. Following said eight hours off, the employee shall call in to determine if her services are needed. If needed, the employee may work the balance of the scheduled shift and be paid only for those hours worked; or

B. Use sick time, vacation time, or lost time for the scheduled shift or any portion thereof.

ARTICLE 30.0 - CALL-INS

30.1 Call-ins are employees who are contacted by the Hospital and asked to report to work at any date or time other than their regularly scheduled shifts. A nurse who is called under this provision and reports to work and then is sent home for lack of work will be paid a minimum of two (2) hours at their regular rate of pay.

30.2 If a nurse is "called in" to work on the holiday, either in lieu of or in addition to the nurse(s) assigned, she will be paid at the rate of two times her regular rate of pay plus her holiday pay. Any nurse who is "called in" to work such holiday may at the Hospital's discretion and as patient needs permit, grant such nurse an unpaid day provided such day is taken within fifteen (15) days from the date of the holiday.

30.3 Those registered nurses assigned to the special care nursery will be paid at one and one half times (1 1/2 x's) their straight time hourly rate for time spent on neonatal transport plus five dollars (\$5.00) for reporting to work for this assignment.

ARTICLE 31.0 - REPORTING PAY

If a nurse reports to work on her regular shift and is sent home for lack of work, she shall be paid a minimum of three (3) hours at her regular rate of pay.

ARTICLE 32.0 - PREMIUMS

32.1 Shift premium shall be paid to employees who regularly work either the afternoon or night shift, or to any employee who is willing and does rotate shifts at the convenience of the Hospital.

32.2 Shift premium pay shall be fifty cents (\$.50) per hour for the afternoon shift and one dollar (\$1.00) per hour for the night shift.

32.3 For purposes of this section, the afternoon shift shall consist of any shift starting after 12:29 p.m. and before 7:59 p.m. and the night shift shall consist of any shift starting after 7:59 p.m. and before 2:59 a.m. In order to qualify for afternoon shift premium pay, the employee must work at least four (4) consecutive hours starting after 12:29 p.m. and before 7:59 p.m.; and to qualify for night shift premium, the employee must work at least four (4) consecutive hours after 7:59 p.m. and before 2:59 a.m.

32.4 In addition, an employee working eight (8) consecutive hours and two (2) or more of those additional hours within either the preceding or succeeding (3-11 or 11-7) shift, the employee shall receive premium pay for those (2) or more hours worked in that preceding or subsequent (3-11 or 11-7) shift at such shift premium pay.

32.5 There shall be a weekend differential of fifty cents (\$.50) per hour paid to all employees working any eight (8) hour shift starting with the night shift on Friday and ending with and including the afternoon shift on Sunday.

32.6 All employees currently employed within the Intensive Care Unit and the Coronary Care Unit on or before May 11, 1975 and receiving the ICU/CCU differential of fifty cents (\$.50) per hour shall be "Red Circled." Employees beginning work within the Intensive Care Unit or the Coronary Care Unit after May 11, 1975 shall not receive the ICU/CCU differential of fifty cents (\$.50) per hour. Any employee currently receiving such differential will no longer receive it, if said employee transfers from the Intensive Care or Coronary Care Unit to another area of the Hospital.

32.7 Any Coronary Care Unit registered nurse assigned to lead the Hospital's Code-Five Team shall receive additional compensation in the amount of \$1.00 per hour for that eight (8) hour shift in which she had that responsibility.

32.8 The additional sum of twenty-nine cents (\$.29) per hour shall be added to the salary of a registered professional nurse, who has a Baccalaureate Degree with a major in nursing, and the additional sum of fifty-eight cents (\$.58) per hour shall be added to the salary of a registered professional nurse who has a Master's Degree with a major in nursing.

32.9 Any registered nurse who is assigned as charge nurse in the unit to relieve the appropriate supervisor, shall be paid a premium of one dollar (\$1.00) per hour for all hours so assigned. In order to receive charge nurse pay, the charge nurse shall be required to assume the duties and responsibilities set forth in the charge nurse job description.

ARTICLE 33.0 - TUITION ASSISTANCE

33.1 Any nurse regularly employed by the Hospital who has been so employed for ninety (90) days or more and who works on the average of at least thirty-two (32) hours per week, and who desires to enroll in one or more courses, up to eight (8) credit hours per semester at an accredited educational institution in a course or courses which the nurse manager agrees would aid her in the practice and performance or her professional growth, shall submit in advance of commencing such course or courses, a letter of application to the Hospital for reimbursement of seventy-five percent (75%) of her resident tuition costs.

33.2 The letter of application shall be made on current Hospital forms. In the event of a change, the revised form shall be presented to the Staff Council Chairperson for review before implementation; shall list the course(s) to be taken by title and course number, a brief description of the course and to the applicant's best ability, why such course(s) would benefit the nurse and/or the quality of nursing care provided.

33.3 Upon proof of satisfactory completion of the course or courses, with a minimum grade of 2.0 for each course, the amount expended for tuition, the nurse shall be reimbursed for seventy-five percent (75%) of resident costs paid by the nurse. The employee must maintain her eligibility throughout the duration of the course taken and must be on the Hospital's payroll in good standing at the time the refund is made. Any nurse who has applied for and received payment for tuition assistance for increments of eight (8) credit hours will be required to refund such tuition reimbursement at the time of her termination in the event she voluntarily terminates her employment within six months following completion date of any such increment of eight credit hours.

ARTICLE 34.0 - WORK RELATED CONFERENCE

34.1 Upon proper application, the Hospital may authorize registered nurses to attend professional conferences sponsored by professional associations or institutions which are designed to increase the competency of a nurse in her clinical or functional capacity.

34.2 Nurses desiring to attend such professional conferences shall submit requests to her nurse manager. Registered professional nurses may be given time off, without loss of pay, to attend such professional meetings, at the discretion of the Hospital.

34.3 Nurses having attended such conferences shall, at the next regularly scheduled unit meeting for that unit in which the nurse is assigned and is scheduled to work, be prepared to present a report on the major topics addressed at said conference to all unit personnel in attendance.

34.4 Full-time nurses (being paid for eighty (80) hours a pay period) shall be eligible to attend provided they have been employed at least twelve (12) months.

34.5 Any regular part-time employee having been paid four thousand, one hundred and sixty (4,160) hours or more for services with the Hospital and who, during the year prior to making the request to attend a work related conference, was paid for working at least twenty (20) hours or more per week, shall be eligible to utilize the work related conference policy in force at the time of the execution of this agreement.

34.6 For conferences held in Marquette and sponsored by Marquette General Hospital, the prerequisite for attendance specified in Sections 34.4 and 34.5 will be waived and attendance encouraged for any nurse who is currently employed to attend.

34.7 The Hospital will make every reasonable effort to continue to authorize registered nurses to attend work related

conferences; and, the Hospital will continue to utilize the work related conference policy in force at the time of the execution of this agreement.

ARTICLE 35.0 - RETIREMENT

35.1 Each eligible registered professional nurse shall be a participant in the Retirement Plan, and the Hospital shall provide each employee with information regarding the Retirement Plan, and its benefits.

ARTICLE 36.0 - LIFE INSURANCE

36.1 The Hospital shall provide a Life Insurance Policy, upon completion of the probationary period, to regular full-time employees and regular part-time employees working at least twenty (20) hours per week, for \$12,000 term insurance with an accidental death, double indemnity clause with the Hospital paying the full premium. The provision governing working one thousand forty (1,040) hours for irregular part-time employees shall apply. This benefit shall increase from \$12,000 to \$20,000 effective October 1, 1991. Employees will also be given the option to purchase dependent term insurance coverage through payroll deduction with the employee assuming the full cost of such premium.

ARTICLE 37.0 - CLINICAL LADDER

37.1 Wages. For the period effective from August 1, 1991 to and including July 31, 1994 all employees shall be compensated at the step in the Clinical Ladder for which they have qualified, in accordance with the hourly Clinical Ladder Wage schedule attached as "Appendix A."

37.2 Development Committee-Composition and Selection

A. The Development Committee will consist of six (6) registered nurses. Should a vacancy occur, that party shall appoint a person to fill the vacancy.

B. A member shall serve no more than three (3) consecutive years on the Committee and must be off for a minimum of three (3) years prior to reassignment. One member for each side shall change each year.

C. Each party shall have the right to have one consultant participate as a non-voting member of the Committee.

D. Each party will designate one (1) alternate member of the Committee who may serve in the absence of their permanent committee member or to replace any permanent member who is unable or unwilling to serve.

37.3 Development Committee-Function and Authority

A. The Development Committee shall study and consider recommendations to modify the ladder. The Development Committee shall also review general issues and concerns regarding the Clinical Ladder at its regular monthly meetings. The modifications shall be subject to ratification (approval) by Hospital Management and the Association. Neither party shall unreasonably reject the recommendations of the Committee.

B. All decisions of the Committee shall be decided by consensus. However, if consensus cannot be reached, decision shall be made by a majority of members present and voting. No final decisions may be made unless a quorum of four (4) of six (6) members are in attendance, with a minimum of two (2) from each side.

C. If the Committee cannot reach a decision by means specified in (B) above, representatives from Hospital Management and the MNA shall attempt to negotiate a solution. If unable to do so in thirty (30) days, either party may invoke the arbitration procedure specified in 37.4(F) below.

D. The Development Committee shall hold regular meetings as necessary. Such meetings shall be limited to one (1) hour unless the parties to this agreement mutually agree to extend the time limit.

E. The Committee shall have no authority to consider any issues or make any decisions which exceed the authority granted to it by the parties or to make decisions inconsistent with the terms of this collective bargaining agreement.

37.4 Appeals Committee-Jurisdiction

A. The Appeals Committee shall have the authority to resolve all appeals from employee evaluations or decisions which directly affect the employee's placement within the Clinical Ladder. The Appeals Committee shall have no authority to change or modify any part of the Clinical Ladder system as provided in this Agreement or as agreed to by the Development Committee and accepted by the parties. Subject to the limitations of Section 37.4(F), the decisions of the Committee shall be final and binding on all parties.

37.5 Appeals Procedure

A. A registered nurse who disagrees with her clinical ladder evaluation or other matters affecting her placement in the Clinical Ladder must file written appeal with the Human Resources Office within five (5) days after receipt of her evaluation or receipt of information affecting her placement within the Clinical Ladder.

B. A hearing on the appeal shall be scheduled no later than fourteen (14) calendar days after filing of appeal and the Appeals Committee shall reach decision no later than seven (7) calendar days following hearing.

C. Participation at such hearing shall be limited to members of the Appeals Committee, the registered nurse seeking review and the nurse manager who completed the evaluation. The registered nurse seeking review shall have the burden of demonstrating her evaluation was in error.

D. In no event shall the Hospital be liable for back pay for any period prior to the employee's evaluation due date. In the event the nurse delays submission of evaluation material, the Hospital shall not be liable for back pay to the evaluation date.

E. Time limits for submitting appeals are to be strictly enforced. Any decision by the Committee on an appeal which is untimely shall be considered null and void.

F. In the event either party disagrees with the decision of the Appeals Committee, either may within five (5) days from the date of such decision request that the matter be arbitrated in accordance with the following procedure: Each party shall select a registered nurse (who need not be an employee) to serve on a three member arbitration panel. The two original members shall select a third member who is not employed by the Hospital. The decision by a majority of the arbitration panel shall be final and binding on all parties.

37.6 Committee Meetings and Compensation of Members

A. All registered staff nurses shall be compensated at their regular rate of pay for the time spent participating in the meetings and/or appeal procedures of the Development and Appeals Committees.

B. The Appeals Committee shall meet as needed to resolve any pending appeal(s). Absent any exceptional circumstances, a hearing on any one appeal shall not exceed one (1) hour.

37.7 Evaluation Time Frames

A. All new hires shall be evaluated after their five hundred twenty (520) hour probationary period to determine proper placement in the clinical ladder and once a year thereafter from the date of their last evaluation. Entry level shall receive an additional evaluation after one thousand forty (1,040) hours. Nurses shall acknowledge such evaluation by signature, however, such signature will imply neither agreement nor disagreement with the evaluation.

B. All registered nurses shall have the option of being evaluated annually (365 days) or upon completion of working two thousand eighty (2,080) hours, whichever is later.

C. A registered nurse who transfers to a different nursing unit shall stay at the same nursing level and pay for the first three (3) months of transfers. Evaluations thereafter shall be considered in accord with the Clinical Ladder Guidelines.

D. All nurses shall be expected to participate fully in the evaluation process.

E. The Development Committee may review the aforesaid time frames and make recommendation for changes to the parties to this Agreement.

F. After attaining a higher level in the clinical ladder and then maintaining that level for one evaluation period, a nurse shall have the option of maintaining that level thereafter by completing the following reduced percentage requirements under the current clinical ladder guidelines:

Level 1 - 60% of total ladder

Level 2 - 50% of maintenance points and 70% of promotional points = 60% overall

Level 3 - 50% of maintenance points and 70% of promotional points = 60% overall

Level 4 - 50% of maintenance points and 70% of promotional points = 60% overall

37.8 Credit for Prior Experience. Nurses hired to work as nurses by the Hospital shall be credited with experience in accord with the guidelines established within the Clinical Ladder framework.

37.9 Nurses shall not be permitted to initiate their participation in the clinical ladder until they are in the bargaining unit.

37.10 Newly graduated nurses employed on temporary permits pending Michigan registration shall work at the starting rate of the salary schedule until fully registered, at which time they shall be placed on the appropriate step in the salary schedule as provided herein.

37.11 Staffing Levels

The Hospital shall continue to have the right to determine staffing levels. However, there shall be no cap on the number of nurses at any level of the clinical ladder during the contract term.

**ARTICLE 38.0 - SPECIAL CONFERENCES FOR CONTRACT
ADMINISTRATION**

38.1 In the interest of good communications and to cultivate and achieve mutual understanding and cooperation, Special Conferences will be held at the request of either party hereto to exchange ideas and information on special situations relating to the administration and implementation of this Agreement. Such meetings shall be convened as needed but shall not exceed one each calendar month in frequency. Such meetings shall not be used for the purpose of considering grievances or for matters which may be considered at meetings of the Professional Nursing Committee.

38.2 Unless otherwise mutually agreed, such meetings shall not exceed two (2) hours in length and shall be held between no more than three (3) representatives of the Staff Council (including the Chairperson of the Staff Council), a representative of the Association, and representatives of the Employer (including the Assistant Administrator for Human Resources).

38.3 Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. A Special Conference shall be scheduled at a future date to be mutually agreed upon.

38.4 Staff Council Representatives, if scheduled to work at the time of the Special Conference, shall continue to be paid their regular rate for the time spent in such Special Conference.

ARTICLE 39.0 - TERM OF AGREEMENT

39.1 Unless stated otherwise, this Agreement shall be effective August 1, 1991. By execution hereof, the representative of the Association represents that this Agreement has been duly ratified by the employees of the Employer who are members of the Association, and representatives of the Employer represent that this Agreement has been duly approved by its Board of Trustees.

39.2 The parties recognize this Agreement is the subject to the Constitutions and Laws of the United States and the State of Michigan. To the extent any provisions of this Agreement may now or in the future conflict with the provisions of any law, they shall be deemed modified or invalid only to the extent necessary so that they will comply with the applicable provisions of any such law. The parties shall enter into timely collective bargaining negotiations for the purpose of arriving at an initially satisfactory replacement for such article, section or provision held invalid.

39.3 The Employer agrees to provide a copy of this Agreement to each employee employed by it during the term of this Agreement and office copies to the Association sufficient to its normal needs. The parties shall alternate the responsibility of typing and copying the contract.

39.4 This Agreement shall remain effective through July 31, 1994 and from year to year thereafter unless terminated as next provided. This Agreement may be terminated effective 12:01 a.m. on August 1, 1994, by written notice from either party thereto delivered to the other party no later than April 30, 1994 of intent to modify or terminate the same, and may be terminated effective 12:01 a.m. on any subsequent August 1, by similar notice delivered to the other party and later than the proceeding May 1st. It is agreed notice of intent to modify is equivalent to notice of intent to terminate the same.

39.5 Any notice required in writing under this Agreement shall be sufficient, unless otherwise specified, if mailed as follows:

To the Employer:

Assistant Administrator/Human Resources
Marquette General Hospital

To the Staff Council:

RN Staff Council Chairperson
Address on File

To the Association:

Michigan Nurses Association
2310 Jolly Oak Road
Okemos, Michigan 48864

Attention: Marquette General Hospital
Labor Relations Representative

The Employer agrees that it shall provide service of all documents served on the Association to the Staff Council and all documents served on the Staff Council to the Association, wherever notices are required to be given under this contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representative this 16th day of March, 1992.

MICHIGAN NURSES ASSOCIATION

MARQUETTE GENERAL HOSPITAL, INC.

Marge Pokorski RN
Marge Pokorski, RN
Chairperson

Alfred Hendra
Alfred Hendra
Assistant Administrator/
Human Resources

Carolyn Hietamaki RN
Carolyn Hietamaki, RN
Committee Member

Robert C. Meldberg
Robert C. Meldberg
Chief Executive Officer

Kris Michaelson RN
Kris Michaelson, RN
Committee Member

Harlan J. Larson
Harlan J. Larson, President
Board of Trustees

Gayla St. Onge RN
Gayla St. Onge, RN
Committee Member

Deborah Schaffer RN
Deborah Schaffer, RN
Committee Member

Kathleen M. Havican RN, BSN
Kathleen Havican
Labor Relations Representative
Michigan Nurses Association

APPENDIX "A"

August 1, 1991 - July 31, 1992

		<u>With BSN</u>
Entry Level	\$12.47	\$12.76
RN Level I	12.84	13.13
RN Level II	13.70	13.99
RN Level III	14.87	15.16
RN Level IV	16.32	16.61

August 1, 1992 - July 31, 1993

		<u>With BSN</u>
Entry Level	\$13.34	\$13.63
RN Level I	13.74	14.03
RN Level II	14.66	14.95
RN Level III	15.91	16.20
RN Level IV	17.46	17.75

August 1, 1993 - July 31, 1994

		<u>With BSN</u>
Entry Level	\$14.27	\$14.56
RN Level I	14.70	14.99
RN Level II	15.68	15.97
RN Level III	17.02	17.31
RN Level IV	18.68	18.97

LETTER OF UNDERSTANDING

The parties agree that it is in the interest of the community, the Hospital, the patient, the employees and the profession to maintain a safe and health working environment. To that end the parties adopt and agree to the attached Hospital policy relative to Drug and Alcohol Abuse which recognizes, among other things, that the possession, use or sale of illegal drugs or alcohol in the workplace poses an unacceptable risk to the safety and well being of patients and employees.

It is the intent of the parties to make every effort to treat the problem of drug or alcohol abuse constructively and on an individual basis. The parties further agree that the principal purpose of the attached policies and protocols are to encourage employees suffering from alcohol or drug abuse to seek treatment and rehabilitation.

In administering such policy, the parties further recognize and acknowledge the following principles:

(1) That all employees irrespective of duty or responsibility have a duty to report to work in an unimpaired condition;

(2) That employees suffering from alcohol or drug abuse should be encouraged to report such problem confidentially to the Employee Health Manager and encouraged to seek appropriate treatment;

(3) That the results of any drug or alcohol test will be maintained on a confidential basis; and

(4) That testing will be conducted in such a way as to assure accuracy and confidentiality of the results. Accordingly, testing will be done at an unaffiliated laboratory. Samples will be screened via immunoassay, and initial positive test results will be confirmed using a split sample and gas chromatography/mass spectrometry technique.

MICHIGAN NURSES ASSOCIATION

MARQUETTE GENERAL HOSPITAL, INC.

Marge Pokorski RN
Marge Pokorski, RN
Chairperson

Alfred Hendra
Alfred Hendra
Assistant Administrator/
Human Resources

Carolyn Hietamaki RN
Carolyn Hietamaki, RN
Committee Member

Robert C. Neldberg
Robert C. Neldberg
Executive Director

Kristin Michaelson
Kristin Michaelson, RN
Committee Member

Harlan J. Larson
Harlan J. Larson, President
Board of Trustees

Gayla St. Onge
Gayla St. Onge, RN
Committee Member

Deborah Schaffer
Deborah Schaffer, RN
Committee Member

Kathleen M. Havican, Ed, BSN
Kathleen Havican
Labor Relations Representative
Michigan Nurses Association

MARQUETTE GENERAL HOSPITAL

MARQUETTE, MICHIGAN

HOSPITAL HUMAN RESOURCES POLICY

Subject: Employee Drug or Policy No. 200-076
Alcohol Testing Effective Date 6/1/88
Replaces Policy No.
Distribution: All Departments Revision Date 8/1/91
Robert C. Haldberg
Authorized By

Marquette General Hospital recognizes its obligation to maintain a safe and healthy environment for its employees and its patients. Employees whose job performance may be impaired by alcohol or mind-altering drugs pose an unacceptable risk to safe operations. The possession, use or sale of illegal drugs or alcohol in the workplace also post an unacceptable risk to our operations. With these concerns in mind, the Hospital has established the following policy with regard to the use, possession, or sale of alcohol or drugs. (Illegal for purposes of this policy is defined as illegal by Federal or State standards or illegal for your use in that it is not an approved prescription by your physician.)

1. The use, sale, purchase, transfer, or possession of an illegal drug or alcohol by an employee while on Hospital property or while performing Hospital business is also prohibited. Violation of this policy can result in disciplinary action up to and including discharge.
2. Being under the influence of drugs or alcohol while on Hospital property or performing Hospital business is prohibited. "Under the influence" for purposes of this policy means that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner. A determination of detecting the influence of drugs or alcohol may be established by a valid test result or by otherwise acceptable means including a professional evaluation. An employee may continue to work, even though under the influence of

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a legal drug, only if management has determined, after consulting with the Employee Health Service and Human Resources that the employee's job performance is not significantly affected by the legal drug.

3. Where there is reasonable suspicion that an employee's job performance is impaired by alcohol or drugs, or that an employee is in possession of one or more of these substances on Hospital property, immediate action is required, and the Supervisor should implement the following procedure:

If an employee is suspected of being impaired by alcohol or drugs or otherwise unable to perform his/her job in a satisfactory manner, the employee is to be directed to a private, non-work area.

The Supervisor should then contact their Assistant Administrator, if available, for further consultation. Prior to initiating questioning relative to use or possession, the Supervisor should assure privacy, have a witness present (the Assistant Administrator, Employee Health Manager, or another supervisor and fellow employee, if requested) and should limit the questioning to determine the employee's general condition. This interview is to be confidential and restricted only to those persons who are participating in the investigation, assessment and possible disciplinary action.

The employee is to be referred to the Employee Health Service for evaluation by the physician whose assessment will include drug screening via a blood or urine sample.

The Supervisor must not attempt to use force in seeking compliance with requests. The Supervisor is to explain to the employee that non-compliance with the Supervisor's request to submit to medical screening, to disclose and explain the nature of any suspected substance, to leave the work area, or any other reasonable request will be viewed as insubordination and subject the employee to disciplinary action.

4. Employees may be required to submit to alcohol or drug screening if involved in a work-related accident or unusual incident which may be drug or alcohol related; even though the employee previously had not exhibited observable symptoms of impairment.

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5. Employees performing functions or tasks which could affect the health or safety of the patients, may as a condition of continued employment be required to submit to alcohol or drug screening at reasonable times and frequencies during his/her assigned work hours without prior notification. Such testing may only be conducted upon the expressed written approval of the Hospital's Chief Executive Officer and in this event only upon receipt of written request from an Assistant Administrator showing probable cause for concern.
6. If the Supervisor determines that the employee should not be permitted to remain in the work area, and the employee refuses to leave, submit to medical evaluation, including alcohol or drug screening, or any other reasonable request, this may be viewed as insubordination and subject to discipline.
7. The Hospital's policy is to assist whenever possible employees suffering from alcohol or drug abuse. It is the responsibility of each employee who currently abuses drugs or alcohol to report this problem in a confidential manner to the Employee Health Manager and to voluntarily agree to go through a treatment program appropriate to their abuse. Such assistance should be sought before any drug or alcohol problems lead to performance deficiencies and disciplinary action. Such individuals will be granted a leave of absence in accord with Hospital policy in order to seek treatment. Individuals who successfully complete their treatment program will be reinstated to their former position, if available, if the employee can legally perform that function and if that reinstatement is in keeping with their aftercare program. Employees returning to work following successful completion of a treatment program shall comply with the defined aftercare program during the entire course of their employment at the Hospital.

Exceptions to the above policy are to be made only with the expressed approval of the Chief Executive Officer.

END OF POLICY

LETTER OF UNDERSTANDING

WHEREAS, Marquette General Hospital, Inc. (hereafter "Hospital") and the Michigan Nurses Association, are parties to an Agreement for a term from August 1, 1988 through July 31, 1990; and

WHEREAS, the Parties are desirous of modifying the Agreement by providing a longevity bonus to supplement the clinical ladder compensation system contained in the Agreement;

NOW, THEREFORE, the Parties agree to modify the Agreement by providing for the additional benefit hereinafter specified:

1. An employee who has been paid for at least 1,000 hours in the calendar year prior to their anniversary date will receive a longevity bonus on their anniversary date according to the following:

10 Years of Service at the Hospital through 14 Years of Service	\$100
15 Years of Service at the Hospital through 19 Years of Service	\$200
20 Years of Service at the Hospital through 24 years of Service	\$300
Over 25 Years of Service at the Hospital	\$400

For purposes of this longevity bonus, a year of service is a complete calendar year in which an employee has been paid for at least 1,000 hours.

As an example:

An employee has an August 1 anniversary date in his assigned job class or department. This employee was hired March 1, 1974 and had been paid for more than 1,000 hours each complete calendar year since his hire date (through 12/31/89). This employee has 16 years of service at the hospital and will receive a \$200 longevity bonus on his anniversary.

2. This new benefit shall be effective for all bargaining unit employees retroactive to April 24, 1990.

MICHIGAN NURSES ASSOCIATION

MARQUETTE GENERAL HOSPITAL,
INC.

Marge Pakusch RN

Robert C. Kildberg

Date: 1-21-92

Date: May 6, 92

Kathleen M. Harvan, RN, BSN
MNA Labor Relations Rep. 63

LETTER OF UNDERSTANDING

12-Hour Shift and 16-Hour Shift Guidelines

At the time that the Head Nurse completes the unit schedules and submits them to the Nursing Office, the schedules will be reviewed in the Nursing Office in comparison to staffing plans. Schedules that do not provide adequate coverage to meet staffing needs will be returned to the Head Nurse for further review.

Schedules are to be prepared as they have in the past with employees being able to volunteer for additional shifts if needed. It may then be necessary to consider the possibility of utilizing some form of alternative scheduling.

It is agreed by and between the parties hereto that in the event it is necessary to establish a 12 hour work schedule in any given unit or in the event of a 16 hour shift, the following described guidelines will apply:

1. The following definitions have been agreed upon relative to 12 hour work schedules:
 - A. A predictable shortage is a shortage which is evident in the preparation of a normal four week schedule. Such as shortage can be evidenced by vacant posted positions, leaves, and vacations which create multiple short or long term openings.
 - B. An unpredicted shortage is a shortage which occurs during a current posted schedule due to changing census or unplanned absences.
2. In the event it is necessary to establish a 12-hour work schedule on any given unit, the following procedures will be followed:
 - A. In the event of a predictable shortage:
 1. A unit meeting will be called *no less than five* calendar days prior to the date the schedule should normally be posted. An attempt will be made to notify each staff member prior to meeting. When employees who volunteer to pick up additional shifts are not sufficient to provide adequate coverage, the reason for the shortage will be explained and the following alternatives will be presented:
 - (a) A 12 hour shift schedule for weekends only;

(b) A total schedule of 12 hour shifts; or

(c) Any additional alternatives.

- ii. An alternative will be selected by the majority vote of those staff members present at the meeting(s).
- iii. Once an alternative is selected, the schedule will be turned in to the Nursing Office and posted within the normal time frame.
- iv. Schedules will be made out pursuant to the guidelines in Paragraph 3.
- v. Notice will be given to unit employees, the Assistant Administrator for Nursing, and the Staff Council Chairperson, 48 hours prior to implementation.

B. In the event of an unpredicted shortage:

- i. The unit employees, the Assistant Administrator for Nursing, and the Staff Council Chairperson are to receive 48 hours notification that 12 hour shifts will be implemented and the reason for this change.
- ii. The first alternative schedule to be considered will be the assignment of 12 hour shifts on the weekends with the understanding that this will mean additional hours of work.
- iii. The second alternative to be considered will be a total 12 hour shift schedule for the remainder of the schedule with the understanding that this will mean additional hours of work.
- iv. Schedules will be made out pursuant to the guidelines in Paragraph 3.

3. Guidelines for Preparing 12 Hour Schedules:

- A. No more than three consecutive 12 hour shifts will be scheduled.
- B. After three consecutive 12 hour shifts the employee is to receive two days off.
- C. 12 hour shifts will run from either 7 a.m. to 7 p.m., 7 p.m. to 7 a.m., 11 a.m. to 11 p.m., or 11 p.m. to 11 a.m. Unit preferences will determine which hours are implemented.

D. The weekend 12 hour shifts will occur on Saturday and Sunday for all three shifts.

E. If a total 12 hour schedule is to be implemented the following guidelines are to be followed:

i. Employee Hired For # of 12-hr. Shifts Total Hours

1.0	7	84 (4 hrs. more)
0.9	6	72 (same)
0.8	6	72 (8 hrs. more)
0.7	5	60 (4 hrs. more)
0.6	4	48 (same)
0.5	4	48 (8 hrs. more)

ii. If these guidelines do not meet the unit needs, the vacant shifts will be staffed by volunteers, if possible.

iii. If numbers i and ii do not satisfy shift needs, those employees hired for a 0.6 FTE and a 0.9 FTE will receive an increased shift.

iv. If numbers i through iii do not satisfy shift needs, a meeting between the Nursing Supervisor, the unit manager, the Staff Council Chairperson, and the Assistant Administrators for Nursing and Human Resources will be utilized to determine an appropriate course of conduct.

F. Two lists of 12 hour shift preference will be maintained, one for 7-7 and one for 11-11. New hires will designate preference at time of hire, all others will be updated yearly. Upon the institution of 12 hour guidelines, shifts will be assigned by preference based on hospital seniority and unit need.

G. Should two consecutive four week schedules of 12 hour shifts occur, a meeting will be held to discuss what is being done to correct the situation. The meeting will be attended by and scheduled at the convenience of those people listed in paragraph 3E(iv). Interested staff members may also attend.

H. The discontinuance of the 12 hour shift schedules will occur either at the end of schedule and/or by unit consensus.

I. Staff may take 12 hour vacation and sick time (as accrued) to be paid at straight time (during 12 hour shifts).

J. Employees working a 12 hour shift shall be entitled to three (3) paid fifteen minute breaks and one (1) thirty minute unpaid meal break. Breaks may be combined with the approval of appropriate authority.

K. No more than three twelve (12) hour days will be scheduled consecutively without the consent of the employee.

L. Employees working a 12 hour shift shall be paid one and one-half times the regular straight time hourly rate for all hours worked beyond eight (8) hours in a day or eighty (80) hours in a pay period.

M. Holiday Schedule: The schedule will be prepared to allow for the appropriate number of holidays off. If the provision of holiday time does not allow for adequate coverage, the following steps will be applied:

i. Ask for volunteers to increase their scheduled work shifts.

ii. If insufficient coverage, or if uneven distribution of shifts occur, increase shifts by utilizing the total hours worked and criteria listed in paragraph 3E (i.e., holiday time may then be over and above hours hired for). Example: 1) Full-time employee may work seven shifts and be paid for holiday time; 2) Employee hired for .5 may work four shifts and be paid for holiday time.

iii. When calculating holiday schedule, use total hours as listed in Paragraph 3E(i).

4. The following 16 hour shift guidelines will apply:

A. Sixteen hour shifts will not be scheduled, but in the event that any 16 hour shift occurs, these guidelines would apply.

B. Determination of 16 hour shift:

i. If a shift of over 14 hours occurs, the 16 hour shift guidelines will apply.

ii. For shifts of less than 14 hours, the 16 hour shift guidelines will not apply.

C. An employee will receive eight hours of fatigue time between their 16 hour shift and their next scheduled shift.

- D. Following eight hours of fatigue time, the employee will have the option to return at the start of their next scheduled shift or after an additional four hours of fatigue time. If adequate coverage is available for the scheduled shift, the employee is to be given the first option to be off the entire shift.
5. This letter of Understanding is intended to and does supersede and replace the parties' previous 12-hour Interim Letter of Understanding located at pages 70-71 of the August 1, 1988 agreement between Marquette General Hospital, Inc. and Michigan Nurses Association. It is not intended to nor does it supersede any other provision of that agreement.
6. This Letter of Understanding shall become effective upon the signature of both parties thereto and continue in effect thereafter to the expiration date of the current agreement.

MICHIGAN NURSES ASSOCIATION

MARQUETTE GENERAL HOSPITAL, INC.

Marge Pokorski, RN
 MARGE POKORSKI, RN
 Chairperson

Alfred Hendra
 ALFRED HENDRA
 Assistant Administrator/Human Resources

Kris Michelson, RN
 KRIS MICHELSON, RN
 Committee Member

Robert C. Nelberg
 ROBERT C. NELBERG
 Chief Executive Officer

Carolyn Hietamaki, RN
 CAROLYN HIETAMAKI, RN
 Committee Member

Harlan J. Larson
 HARLAN J. LARSON
 President, Board of Trustees

Gayla St. Onge, RN
 GAYLA ST. ONGE, RN
 Committee Member

Deborah Schaffer, RN
 DEBORAH SCHAFFER, RN
 Committee Member

Kathleen M. Havican, RN, P.S.N.
 KATHLEEN HAVICAN
 Labor Relations Representative
 Michigan Nurses Association

LETTER OF INTERPRETATION

TO: Marquette General Hospital

ROBERT C. NELDBERG, EXECUTIVE DIRECTOR
WILLIAM R. NEMACHECK, FORMER ACTING ASSISTANT ADMINISTRATOR
SHARON K. SHAFFER, ASSISTANT ADMINISTRATOR OF NURSING
ALFRED HENDRA, ASSISTANT ADMINISTRATOR FOR HUMAN RESOURCES
NURSE MANAGERS
BARGAINING UNIT MEMBERS

FROM: Michigan Nurses Association

RANDALL P. WARD, LABOR RELATIONS REPRESENTATIVE
MICHELLE JOHNSON, CO-CHAIRPERSON
KRIS MICHAELSON, CO-CHAIRPERSON
MARGE POKORSKI, GRIEVANCE CHAIRPERSON

DATE: October 11, 1990

RE: Vacation Selection/Awarding of Vacation Time

This memo arises from the filing of several grievances over selection and awarding of vacation time.

AFFECTED LANGUAGE:

Article 24, Holidays, Personal Leave & Vacation, Section 24.17. Vacations will be scheduled by the Head Nurses in reference to the service needs of each department.

Article 24, Holidays, Personal Leave & Vacation, Section 24.18. Requests for vacation shall be submitted and granted utilizing the following procedure:

- a. All vacation requests for a calendar year must be submitted in writing by February 1 in the year the vacation will occur. Employees shall designate their first, second, third preference for vacation time. (Vacation requests must be submitted by February 1, 1989 for any vacation being requested in the vacation year beginning April 1, 1989 through March 31, 1990 and annually thereafter).
- b. All requests will be approved or disapproved by the Head Nurse by February 15.
- c. Vacations will be granted based on seniority.
- d. No more than two consecutive weeks of vacation may be taken during the prime vacation times of June 1 through

September 1. A third consecutive week will only granted if there are no other requests granted during that same time period.

- e. A vacation schedule of all granted vacations and pending requests shall be maintained in each department available to all staff nurses who work in that unit.

Article 24, Holidays, Personal Leave & Vacation, Section 24.19. For individuals submitting requests outside of the time frame identified in 24.18 above it shall be the right of the manager to determine whether or not they can be granted. Employees will be notified of whether their request has been granted within 15 days after the request is submitted.

Due to the granting (or failure to grant) of vacations in several departments, grievances were filed. In due course, the grievance reached the Executive Director and the MNA and the Company agreed to attempt resolution of the matter by individual adjustment in the nursing department. Further, we have agreed to attempt to avoid future problems by arriving at a letter of intent.

It was the Hospital's position that Article 24.17

"provides the Head Nurse with their option to develop and implement department (unit) policy or procedure to equitably advertise the vacation requests they receive . . . or so that all nurses can be specifically aware of these rules. This communication is necessary and in keeping with the spirit of the contract." (Excerpted from Mr. Nemacheck's answer dated April 23, 1990.)

The Association agrees in part. We would, however, point out that

- (1) there is no contractual provision limiting the number of persons who can take vacation or be on any time off at any single point of time. Departmental rule must be reasonable and relate in a responsible and intelligent manner to the "service needs of the department";
- (2) the rules which restrict vacation in excess to the contractual restriction are invalid. For instance, the rules which restrict vacation in endoscopy and hemodialysis to no more than two weeks in prime time are invalid on their face;
- (3) the rule which prohibits vacation during holiday periods is invalid on its face and is not consistent with the Hospital policy which encourages vacation at historic periods of low activity; and
- (4) a policy which makes reference to unfilled positions or medical LOA's is invalid in that creation of vacancies is

exclusively a management prerogative and the Employer has a unilateral right to curtail vacations by creating positions which could remain unfilled. Management does not fill medical LOA's on a temporary basis, which is management's choice.

Mr. Nemacheck further wrote,

"However, in a review of the process used to schedule yearly vacations, I propose a change in the procedure that nurses use to prioritize their vacation requests as follows. Each nurse will have the opportunity to indicate which of her requests are first, second, third priority, etc. Each set of continuous vacation days together with days off will be considered as one request. Hence, a request could be one day or several days (up to 2 weeks during prime time vacation time). Only one such request may receive the first priority, a different request for second priority, etc."

The Association agrees and states further that this was the original intent of the Association in 1988. It is absurd on its face that one person with seniority could have more than one first choice and thus block each person with lesser seniority from achieving their vacation preference. Taken to its most absurd extreme, one such senior person could take one day in each two weeks and deny every other employee in that work area any possibility of a two-week consecutive vacation.

The Association suggests that the vacation form be rewritten to reflect that each person get one first preference, one second preference, one third preference, etc. for each continuous period of time. The form should reflect that not clearly indicating a preference is a waiver of preference.

This is the position of the Association; and upon acceptance of the Employer and individual resolution of vacation requests, the Association shall withdraw the grievance proceeding as resolved.

RPw:mrw/rpw1011

PLANNING CALENDARS

Calendar for 1992					
JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
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Calendar for 1993

Calendar for 1993																																													
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Calendar for 1994

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