

6/7/87

AGREEMENT

Between

PORTAGE VIEW HOSPITAL
HANCOCK, MICHIGAN

And

MICHIGAN NURSES ASSOCIATION

And

PORTAGE VIEW HOSPITAL R.N. STAFF COUNCIL

April 14, 1985

to

June 7, 1987

Portage View Hospital

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT BETWEEN
MICHIGAN NURSES ASSOCIATION
AND
PORTAGE VIEW HOSPITAL

THIS AGREEMENT made and entered into this 14th day of April, 1985, by and between PORTAGE VIEW HOSPITAL, 200 Michigan Avenue, Hancock, Michigan, and its successor and/or assigns, hereinafter called the "Hospital" or "Employer", and the MICHIGAN NURSES ASSOCIATION, hereinafter called the "Association", 120 Spartan Avenue, East Lansing, Michigan and the PORTAGE VIEW HOSPITAL R.N. STAFF COUNCIL.

ARTICLE I

Purpose and Intent

It is the purpose and intent of this Agreement to promote the best in nursing care to all patients the Hospital serves by providing opportunity for registered professional nurses, administrative and supervisory nursing personnel to work cooperatively in planning for and providing such care; by setting forth terms and conditions of employment for the Registered Professional Nurse staff; and by providing procedures for reconciliation of problems to promote harmonious relations between the Hospital and the registered professional nurse staff. To achieve these goals, both parties to this Agreement recognize that they have an obligation to the patients and the community as well as to themselves.

Whenever reference is made in this Agreement to the female pronoun she, her, hers, etc., it is intended and it shall be deemed to include reference to the equivalent in all pronouns he, him, his, etc.

ARTICLE II

Recognition

A. The Hospital hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative as defined in Act 176, Public Acts of 1939, as amended, of the State of Michigan for the purpose of collective bargaining in respect to wages, rates of pay, hours of employment or other conditions of employment of all of the nurses of the Hospital who are included in the bargaining unit as follows:

All registered nurses and nurses on temporary permit employed by the Hospital excluding those listed in Section B of this Article.

B. The following classifications shall be excluded from the bargaining unit and none of the terms and provisions of this Agreement shall, in whole or part, be in any way applicable to said positions or nurses:

1. Associate administrators and all other administrative nursing personnel.
2. Supervisors.
3. Instructors of nursing students and instructors of in-service education.
4. Licensed practical nurses.
5. Nurse anesthetists.
6. Head Nurses and assistant head nurses.
7. Employees acting primarily in capacities other than a nurse or registered nurse.
8. All other employees.
9. Nursing students.

C. Employee Definitions

1. Regular Full Time - Regular full time employees are those who are regularly scheduled to work eighty (80) hours in a fourteen (14) day calendar period. Regular full time employees are entitled to all fringe benefits outlined in this Agreement.
2. Regular Part Time - Regular part time nurses are those who are regularly scheduled to work less than eighty (80) hours in a fourteen (14) day calendar period. Regular part time nurses are entitled to prorated fringe benefits as specified in this Agreement provided they have worked a minimum of eight hundred (800) hours in the twelve (12) month period immediately prior to the most recent anniversary of his/her date of hire.
3. Temporary Permit - An employee working under a temporary permit issued by the Michigan Board of Nursing shall be classified as a temporary permit employee.
4. Probationary Employees - An employee shall be considered to be a probationary employee until she has completed three (3) months of regular full time employment, or six (6) months of regular part time employment or five hundred twenty (520) hours of regular employment, whichever is sooner. During the probationary period, the Hospital may, at its discretion, discipline, discharge, layoff, or involuntarily transfer such employee, in any order. A grievance may be filed during the probationary period, but no such grievance shall be subject to arbitration. Subject to the provisions above, a proba-

tionary employee shall be entitled to and be responsible for all of the rights and obligations of this Agreement. Probationary employees are not entitled to any fringe benefits except for the appropriate shift differential.

5. Float Pool - A float pool nurse is an employee who is not regularly scheduled to work on a permanent basis and shall not be utilized as a permanent replacement for any permanent full-time or permanent part-time position. All float pool nurses shall be deemed included within the bargaining unit and shall have all the rights and obligations as set forth in this article.

Float pool nurses shall not be entitled to any fringe benefits except the appropriate shift differential and holiday pay for the holidays worked. She/he will receive credit for past experience as defined in MNA Article XIII. Section A, #3.

A float pool nurse will not be placed higher in the wage scale than credit for past service allows.

- A regular full-time or part-time nurse may elect to become a float pool nurse and retain her current wage rate.

A float pool nurse will become eligible for a wage supplement upon the completion of one year of service and provided she/he has worked at least eight hundred (800) hours of work in the anniversary year. If the nurse does not complete eight hundred (800) hours of work in the anniversary year she/he may continue to accumulate hours towards reaching the required hours at which time the wage supplement will be granted. Thereafter, a nurse must work one full year to be eligible for a wage increase provided the nurse has worked at least 800 hours in any time frame exceeding one year.

Prior to scheduling or calling float pool nurses, permanent employees will be called according to a method (system) which shall be devised by representatives of the staff council and nursing management.

Float pool nurses shall be properly oriented to the hospital and the area they will work. The hospital shall not schedule a float pool nurse to work in any area where that nurse has not been oriented.

Float pool employees shall be hired with the following understanding:

- A. The employee must be available to work any shift requested.
- B. An employee must be willing to work not less than twelve (12) weekends per year and at least three (3) holidays per year, one of which must be Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day, if requested.

Float pool employees shall be given preference over non-employees for assignment (employment) to regular positions.

The employee must join the Association within thirty-one (31) days after date of hire or pay the equivalent of the Association's regular monthly dues as a service fee to the Michigan Nurses Association.

Quarterly status reports will be provided to the Association of float pool nurses, hours of work, holidays, weekends rate of pay.

ARTICLE III

Recognition of the Hospital's Right to Manage

The Association recognizes and agrees that the Hospital retains the sole right to manage and operate the Hospital in all respects and to all matters in connection with the exercise of such right, subject only to the Association's right to grieve, in accordance with the procedure provided in this Agreement, if action taken by the Hospital may reasonably and sensibly be claimed to be contrary to a specific limitation of its right which is clearly expressed in this Agreement.

An employee covered by this Agreement shall immediately proceed to carry out any order of instruction given her by the Hospital unless her doing so would obviously jeopardize the health or safety of herself or others or violate her professional obligation. (Refer to Article VII). She shall raise any question she has as to the Hospital's right to give her the order or instruction only after she carries out the order or instruction, and her question must be based on a reasonable and sensible reading of a specific provision(s) of this Agreement.

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Hospital, except those which are clearly and expressly relinquished herein by the Hospital shall continue to vest exclusively in and be exercised exclusively by the Hospital without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Hospital.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer

employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation therein, the institution of new and/or improved methods or changes therein.
5. Determine the qualifications of employees, and requesting physical examination as set forth in Article XIV, Section 14, of this Agreement.
6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new hospitals, buildings, department, divisions or subdivisions thereof and the relocation or closing of departments, divisions, or subdivisions, buildings or other facilities.
7. Determine the placement of operations, production, service, maintenance of distribution of work, and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Hospital shall not abridge any rights from employees as specifically provided in this Agreement.
10. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria and not in conflict with any of the provisions of this Agreement.

B. The matters contained in this Agreement and/or the exercise of any such rights of the Hospital are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Hospital's action leading to such difference was protected by this Article, and, if so, shall deny the grievance.

C. The Employer will at no time violate the provisions of the Agreement in exercising their management rights.

ARTICLE IV

Association Security

A. Employees may elect to join or not to join the Association.

B. 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 a service fee equivalent to the Association's regularly monthly dues to the Michigan Nurses Association for the duration of this Agreement or the equivalent fee to the American Nurses Foundation. Said payment shall be made on or before the tenth (10th) day following the effective date of this Agreement.

C. 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 to the Michigan Nurses Association or the American Nurses Foundation as a service fee for the duration of this Agreement. Said payments shall be made on or before the thirty-first (31st) day following completion of a two (2) month period of employment. Employees may elect to join the Association any time between their date of employment as a staff nurse and the thirty-first (31st) day following completion of the two (2) month period of employment.

D. Any employee who is a member of and adheres to established and traditional tenets or teaching of a bonafide religion, body, or sect historically opposed to the support of a labor organization may direct that contributions paid by her under this Article be contributed to one of the following organizations:

1. American Nurses Foundation
10 Columbus Circle
New York, NY 10019
2. Portage Lake United Fund
3. Local Chapter Cancer Society

Payment shall be made directly and proof of such payment shall be provided to the Association following the effective date of this Agreement or in the event of new employees, the thirty-first (31st) day after completion of a two (2) month period of employment.

E. The Hospital will provide a maximum of one (1) hour's time during the orientation period for a member of the Staff Council (on off duty time) to speak to new employees concerning Staff Council membership. Said time will be without pay and will not be considered hours worked.

ARTICLE V

Check Off of Association Dues

A. The Employer agrees to deduct from the wages of all employees who are members of the Association, the membership dues, as provided in a written authorization in accordance with the standard form provided by the Association, provided that said form shall be executed by the employee. The authorization shall continue in full force and effect for yearly periods beyond the irrevocable period above and each subsequent yearly period shall be similarly irrevocable unless revoked by written notice given not more than ten (10) days prior to the expiration of any irrevocable period. Such revocation shall be effected by written notice by certified mail to both the Employer and the Association.

The Hospital will deduct (with appropriate authorization) One Dollar (\$1) per month in addition to the Association dues and send to the Michigan Nurses Association along with the Association's dues. The additional monies will be returned to the Staff Council Treasurer by the Association. Those nurses who elect not to belong to the Association, but contribute to a charity, shall also have an additional One Dollar (\$1) per month deducted and paid to the Staff Council.

Dues deduction authorization forms will be enforced for length of employment unless revoked in writing or unless Association dues are paid in a lump sum.

Dues will be authorized, levied, and certified in accordance with the constitution and bylaws of the Association. Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Association dues.

The Association shall give written notice to the Hospital's Personnel Office of any change in the amount of the annual dues for the Michigan Nurses Association which are to be deducted from the wages of employees.

Said changes will be implemented within thirty (30) days after receiving written notification.

B. Association Indemnity - The Association agrees to indemnify and save the Hospital harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Association dues from an employee's pay. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Secretary/Treasurer of said Association.

ARTICLE VI

No Strike Clause

The Hospital agrees that so long as this Agreement is in effect there shall be no lockouts. The closing down of the Hospital or any part thereof or curtailing any operations for business reasons shall not be construed to be a lockout. The Association, its officers, agents, members and employees covered by this Agreement agree that so long as this Agreement is in effect, there shall be no strikes or any unlawful acts that interfere with the Hospital's operations, and that they will take affirmative action to prevent and stop any that occur in disregard of this commitment. Any violation of the foregoing provision may be made the subject of disciplinary action, including discharge.

ARTICLE VII

Role of the Nurse

A. Both parties agree that they share the responsibility to provide nursing care to the citizens who use the Hospital's facilities which is consistent with the needs and goals of patients and Hospital and with the responsibilities of the nurse as a professional practitioner. To this end, both parties further agree to define and recognize the proper role of the registered professional nurse within the scope of the Nursing Practice Act of Michigan and the Michigan Nurses Association position paper on nursing practice.

B. Both parties agree that the registered professional nurse is responsible for planning and administering the total nursing care of patients. The registered professional nurse must and shall have authority commensurate with her responsibility for directing the work of ancillary nursing personnel. Since teaching ancillary personnel is included within the role of the registered professional nurse by the Nursing Practice Act of Michigan, the registered professional nurse shall accept the responsibility with in-service personnel for on-the-job guidance and teaching such ancillary nursing personnel to the end that their job skills are constantly upgraded and job satisfaction is improved and maintained.

C. Both parties agree that in order to assist registered professional nurses to perform their primary responsibility of total nursing care registered professional nurses will not routinely be expected to function in the role normally assigned to ancillary nursing personnel. However, agreement of this principle shall not excuse the registered professional nurse from her responsibility for total nursing care which may include the performance of duties normally assigned to ancillary nursing personnel when such ancillary nursing personnel are not immediately available or in an emergency situation; when she is directed by her supervisor to perform such duties; or patient welfare demands such; provided such performance is consistent with her professional ethics and judgment and is connected with patient care.

Both parties further agree that patient care is the responsibility of the Registered Professional Nurse. Where total patient care is elected the Registered Professional Nurse will perform all associated duties as patient welfare demands, provided such performance is consistent with her professional ethics and judgment and is connected with patient care.

D. The Association agrees that assumption of responsibility for assessing nursing needs, establishing short and long-range goals of nursing care for each patient, implementing nursing measures designed to achieve such goals, and evaluation of the degree to which these goals are achieved comprises the independent functioning of nursing and the responsibility of the registered professional nurse.

The assistance the registered professional nurse renders to the physician in attaining the goals of the medical plan comprises the dependent function of nursing. In order to provide for continuity of nursing care, the Association agrees that the nursing assessment, goals of care and evaluation of the degree to which these goals have been achieved shall be set forth in writing by the registered professional nurse for each patient shortly after admission and revised periodically. Nursing service supervisory personnel shall assist the registered professional nurse in development of methods to assist in this process.

E. Both parties agree that teaching patients self care in order to live within limitations imposed by illness, injury or medical treatment is an integral part of nursing and shall be the responsibility of the registered professional nurse. Plans for such teaching will be developed jointly by registered professional nurses, supervisory nurses and the in-service department.

F. The Association further agrees that responsibility for planning for staff development, quality nursing care and development of policies, standards and procedures, intended to facilitate this Article will be shared with nursing service supervisory personnel through committees established for that purpose.

G. Both parties agree that the registered professional nurse is responsible for continuity of patient care. This is accomplished through coordinating the activities of nursing as well as paramedical and supportive Hospital personnel as they relate to the care of specific patients. Maintenance of records of the patient's progress and preparation of reports which are significant, accurate, concise and pertinent to the patient's care are an integral part of the total patient care.

H. The Hospital agrees that as the above definition of functions and responsibilities is necessary in order that registered professional nurses can be fully utilized to perform those duties for which their professional occupation and training has prepared them, it is the Hospital's right and its responsibility to provide necessary adequately trained ancillary nursing personnel, as well as necessary paramedical and supportive personnel. In its turn, the Association further agrees

that the registered professional nurse staff shall assume responsibility for utilizing to the fullest the ancillary nursing personnel provided them within the scope of the Nursing Practice Act of Michigan and the administrative policies of the Hospital, as well as the "statement of functions and qualifications of the licensed practical nurse" as defined by the National Federation of Licensed Practical Nurses, Inc.

I. Both parties agree that nursing supervisory personnel who are registered nurses have the authority and responsibility for issuing orders affecting nursing care. Should a difference of opinion arise concerning the role of the registered professional nurse or ancillary nursing personnel as defined in the aforementioned paragraph or concerning any other provision of this Agreement, the order of the legitimate nursing supervisory personnel in the situation at hand shall be accepted and carried out and if indicated, an appropriate grievance can be filed at a later time as provided for in Article X of this Agreement.

J. It is the responsibility of each registered professional nurse to maintain and upgrade her nursing skills to a level of proficiency consistent with her professional status, and commensurate with the changing needs of her patients and the total program of the Hospital. It is the Hospital's responsibility to establish programs to provide orientation and staff development, in-service and a supportive atmosphere for continuing professional development. The Hospital will comply with the minimal criteria and guidelines set forth for specific departments by the State Board of Public Health and Federal guidelines for medicare and medicaid payments.

K. Job descriptions within the aforementioned paragraph A through J which relate to staff nurses and ancillary nursing personnel shall be drawn up cooperatively between the registered professional nurses and nursing supervisory personnel and shall be available to all registered professional nurses. Job descriptions will be updated periodically to maintain current philosophies of nursing practice.

L. The parties to this Agreement agree to abide by the ANA Code of Ethics as enumerated below:

1. The nurse provides services with respect for the human dignity and the uniqueness of the client unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
2. The nurse safeguards the client's right to privacy by judiciously protecting information of a confidential nature.
3. The nurse acts to safeguard the client and the public when health care and safety are affected by the incompetent, unethical, or illegal practice of any person.

4. The nurse assumes responsibility and accountability for individual nursing judgments and actions.
5. The nurse maintains competence in nursing.
6. The nurse exercises informed judgment and uses individual competence and qualifications as criteria in seeking consultation, accepting responsibilities, and delegating nursing activities to others.
7. The nurse participates in activities that contribute to the on-going development of the profession's body of knowledge.
8. The nurse participates in the profession's efforts to implement and improve standards of nursing.
9. The nurse participates in the profession's efforts to establish and maintain conditions of employment conducive to high quality nursing care.
10. The nurse participates in the profession's effort to protect the public from misinformation and misrepresentation and to maintain the integrity of nursing.
11. The nurse collaborates with members of the health professions and other citizens in promoting community and national efforts to meet the health needs of the public.

ARTICLE VIII

Professional Practice Committee

A. A committee consisting of not more than four (4) members of the Registered Nurses Staff Council and not more than four (4) designated representatives of the Associate Administrator of Nursing Service shall meet at least quarterly at a time mutually agreeable. The Professional Practice Committee may be called to meet at other mutually agreed upon times at the request of the Staff Council or the Hospital to discuss matters of mutual concern that affect the quality of nursing service. The MNA Nursing Practice Consultant may attend the meetings. Others may be invited to these meetings from time to time by mutual agreement of the parties. Meetings shall ordinarily not be held more often than once a month.

B. Either party may request a meeting upon seven (7) days' notice unless the matter is urgent, in which case one (1) day's notice shall suffice.

C. A written agenda shall be presented at the time the meeting is requested by the party initiating the request. The agenda will be placed in the PPC notebook on each nursing station. The other party

may add to the agenda up to, but not later than three (3) days prior to the meeting. Matters to be taken up in these meetings shall be confined to those included on the agenda unless additional topics are agreed upon by both parties.

D. Minutes of the meetings will be kept and will be approved by both parties. Minutes of the previous meeting will be given to the parties involved as soon as possible prior to the next meeting. Minutes shall be considered the property of the parties involved and, after approval, may be transmitted by the Staff Council to the MNA Professional Practice Department and to others upon mutual consent of both parties. One copy of each meeting's minutes shall be placed in the PPC notebook on each nursing station.

E. Staff Council members engaged during their work shift in these meetings shall be entitled to released time as needed without loss of salary.

F. Staff Council members and their representatives who will participate in a scheduled meeting of the Committee may meet on the Hospital's property at a place designated by the Hospital not more than one (1) hour preceding the time of the scheduled meeting.

ARTICLE IX

Employee Representation

Section A. Bargaining Committee:

The nurses shall be entitled to have a Bargaining Committee of not more than four (4) representatives. A maximum of four (4) of these nurses shall be paid their regular wage rate for any time spent by them in actual negotiations or meetings with management or its authorized representatives; provided, however, that they shall not receive any compensation if these services are performed other than during their scheduled work shift.

To the extent that the schedule for negotiations is known to the Staff Council and MNA, necessary adjustments in the work schedules for those participants of the Bargaining Committee shall be communicated to the appropriate department head and/or head nurse at least ten (10) days prior to the first day of actual negotiations.

Section B. Grievance Committee:

Any nurse may be represented in the grievance procedure by a Grievance Committee composed of any two of the four members of the Portage View Hospital Nurses Staff Council Grievance Committee who are chosen by the members of the Staff Council.

The Association will make the membership of this Committee known to the Hospital in writing. The Grievance Committee may request participation of a representative(s) of the Association State Office.

Section C. Association Officers:

The Association shall keep the Hospital's Personnel Director and appropriate department heads currently informed, in writing, of the names of the Association's Officers chosen by the membership to act in their behalf.

ARTICLE X

Grievance Procedure

Both parties agree that the Conciliation-Arbitration procedure shall serve as a means for the peaceful reconciliation of disputes as they arise concerning the interpretation or application of this Agreement without any interruption or disturbance of the normal operation of Portage View Hospital.

Both parties agree to seek at the earliest level possible reconciliation of a complaint or a grievance of nurses or groups of nurses or the Hospital. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

Section 1 - Definition of a Grievance:

A grievance is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

An employee having a grievance as above defined shall present it to the Hospital as follows, and in accordance with the rules for grievance processing which are set forth in this Article.

Section 2 - Steps of the Grievance Procedure:

Step 1: A nurse may verbally present a grievance to her immediate supervisor or to her representative or to each of them individually or to both of them together. At any discussion of the grievance between the nurse and her supervisor, either of them may arrange for the nurse's representative to be present. If the grievance is presented to the supervisor, she shall give her verbal answer to it no later than the end of the day following its presentation.

If the supervisor verbally grants the grievance, the representative shall write it on a form provided by the Association; the nurse shall sign it; and the representative shall present it to the supervisor by

the end of the day following the verbal answer. The supervisor shall write her answer on the form, sign it, and return it to the representative, by the end of the next day.

If the supervisor verbally denies the grievance, it may similarly be written up, signed and presented for written answer, within two (2) days following the verbal answer.

Step 2: Any grievance not satisfactorily resolved verbally may be reduced to writing, signed by the aggrieved employee, and within forty-eight (48) hours presented to the person to whom she reports, who shall place her written disposition and explanation thereupon and return it to the Grievance Committee representative within forty-eight (48) hours.

Step 3: If the grievance is not satisfactorily resolved in Step 2, the grievance may be presented in writing to the appropriate department head or division administrator or her designated representative within three (3) days after receipt of the written answer in Step 2. The Chairman of the Grievance Committee and the appropriate department head or division administrator or her designated representative shall discuss the grievance within six (6) days with the object of resolving the matter. The appropriate department head or division administrator or her designated representative shall place her written answer on the grievance within three (3) days after the discussion with the Chairman of the Grievance Committee.

Step 4: If the grievance is not satisfactorily resolved at Step 3, the grievance may be presented to the Hospital's administrator within two (2) days following written answer in Step 3. The administrator will call a meeting within three (3) days for the purpose of discussing the grievance with the grievant and any representatives who participated at an earlier step. The administrator shall answer the grievance in writing within five (5) days after the meeting.

Step 5: If the grievance is not satisfactorily resolved at Step 4, the grievance may be presented to the Personnel Committee of the Hospital Board of Trustees (through the Board Chairman) within ten (10) days following the written answer given in Step 4. The appeal must include a statement of unresolved issues regarding the grievance.

The Personnel Committee of the Board shall request a conference within ten (10) days for the purpose of reviewing the grievance and may arrange to have present the following: grievant, Staff Council Grievance Committee members, and any other representative of the Board and Administration deemed necessary. The Personnel Committee shall answer the grievance in writing within ten (10) days after the meeting.

Step 6: If the Association wishes to appeal denial of a grievance in Step 5 - after review of the matter by its Council and/or a Michigan Nurses Association Representative - it shall, within thirty (30) days after the answer in Step 5, file at the appropriate office of the

American Arbitration Association that Association's form "Demand for Arbitration", duly completed. The matter shall thereafter be administered by the American Arbitration Association in accordance with its "Voluntary Labor Arbitration Rules". The parties, the arbitrator and the arbitration shall be subject to the following which shall control if there be conflict with a rule of the Association:

The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.

He 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 material the arbitrator may require properly to weigh the merits of the grievance, provided, however, that such facts or materials were discussed during the preceding grievance procedure.

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

The arbitrator's decision shall be final and binding.

Section 3 - Rules of Grievance Processing:

A. It is agreed that any employee having a grievance shall present the grievance to her immediate supervisor within seven (7) calendar days of the event giving rise to the grievance, or within seven (7) calendar days of the time the employee might have reasonably become aware of it. Failure to present the grievance within the aforesaid time limitations shall invalidate the grievance. Within these limitations, back pay shall be the amount of wages the employee would have earned from the Hospital, less any amount received by her from other employment, self-employment, or unemployment compensation (if hereafter applicable) after appropriate recognition of such other sources of income or unusual expenses incurred in obtaining such other sources of income.

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

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

D. An Association representative shall date and sign her appeal of a grievance to a higher Step; the Hospital's representative receiving it shall give a receipt for it and note the date and time he received it. A Hospital representative shall date and sign his answer to a grievance.

ce; the Association's representative receiving the answer shall give a receipt for it and note the date and time he received it.

E. In the absence of a representative at any Step, the party he represents may designate an alternate to act in his place.

F. A grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer last given to it. A grievance not answered within the time limit provided shall be automatically advanced to the next higher Step.

G. For working time necessarily spent in investigating a grievance already submitted in the grievance procedure, or in discussion of such a grievance with the Hospital's representative(s), an Association representative employed by the Hospital shall be paid at her regular, straight time rate for those hours during which she would otherwise have been at work for the Hospital, it being agreed that such investigation or discussion shall be performed without undue loss of working time.

H. In no event shall any Association representative leave her work for grievance processing, as above, without first notifying and obtaining the approval of her immediate supervisor, which shall be granted as promptly as is practicable under the circumstances. She shall promptly report her presence to the supervisor of any department into which her grievance processing shall legitimately take her, and to her own supervisor upon return to her department.

I. When a grievance discussion takes place during the working hours of the grievant and her presence is required during the discussion, she will, upon request to her immediate supervisor, be allowed to leave work as soon as she can be spared therefrom as determined by her supervisor. She shall be paid at her regular, straight time rate for work hours so lost when she is present during consideration of her grievance.

J. It is understood and agreed that any grievance settlement arrived at is final and binding upon both the Hospital and the Association.

ARTICLE XI

Seniority

A. Seniority shall be defined as the length of time of a nurse's continuous service with the Hospital commencing from the nurse's most recent date of employment as a graduate or registered nurse. (For purposes of computing retirement the nurse's initial date of hire will be used.)

For purposes of determining seniority among nurses having the same date of employment as a graduate or registered nurse the following procedure

will be used: regular full time and regular part time nurses shall draw numbers from a receptacle and seniority shall be determined by the numbers drawn. A separate drawing shall be conducted for all nurses not employed on a permanent basis. The drawing(s) will be held before the completion of orientation and a Staff Council officer will be present to monitor the drawing.

B. A nurse shall lose all seniority, her name shall be removed from the seniority list and she shall cease to be an employee of the Hospital in the event:

1. She quits; or,
2. She retires, or is retired from the Hospital's employment, or
3. She is discharged for proper cause, or
4. She falsifies credentials or work records; or,
5. She is laid off for a period equal to her seniority at time of layoff, or for a period of one (1) year, whichever is the shorter period; or
6. She is on sick leave of absence for a period equal to her seniority at the time such leave of absence began, or for a period of one (1) year, whichever is the shorter period.
7. She gives a false reason for obtaining a leave of absence or she accepts employment elsewhere while on a leave of absence.

C. Nurses covered by this Agreement shall be placed on a seniority list. Every three (3) calendar months after the date of the posting of the initial seniority list, during the term of this Agreement, the Hospital will post on its bulletin board and furnish to the Staff Council and the Association, a seniority list revised to that date. The seniority date on this quarterly seniority list shall be the date of hire as a staff nurse and shall denote employee status. Seniority lists shall be provided in March, June, September, and December.

It shall be the responsibility of each employee to check each such revised seniority list and to notify the Hospital's Personnel Office, in writing, of any alleged error in the list within thirty (30) days of the most recent posting.

If the question of correct seniority date is not settled between the Director of Personnel and the nurse, then the nurse may refer the matter to Step 3 of the Grievance Procedure.

In effecting a personnel change, the Hospital shall be entitled to rely on the seniority list as posted at that time.

D. Seniority List - The Employer will submit a list, annually, to the Association and Staff Council, giving the names and addresses of Nurses

currently employed by it and will, on a monthly basis, notify the Association and the Staff Council of new hires, quits, retirements, leaves of absence extending more than thirty (30) days, and of permanent changes of classification or of status.

E. Within the context of this Agreement, a layoff shall mean an orderly reduction in staff due to an anticipated alteration in services provided by the Hospital.

F. In the event of a layoff or elimination of a job, float pool nurses shall be laid off first, probationary nurses second, and all other nurses next in order of seniority provided that in the opinion of the appropriate associate administrator patient care is not thereby adversely affected. Before a decision is implemented, the matter will be discussed with a designated representative of the Staff Council. Rehiring shall be in reverse order of layoff, except that the Hospital may recall out of order to secure nurses with needed skills and/or ability after discussing the matter with a representative of the Staff Council. Notice of recall shall be confirmed by certified mail to the last known address of the nurse. Seniority shall accumulate during layoff except it shall not continue for more than one (1) year.

G. A nurse being considered for layoff shall be given two (2) weeks notice or two (2) weeks pay in lieu of notice, or any combination of either, to meet the above requirements, if it can reasonably be said that the alteration in the Hospital's service to its patients could and should have been anticipated.

H. Should the Employer close any area in the Hospital, the nurses will be given the opportunity to work in other areas of the Hospital.

I. A nurse who is currently working outside of the bargaining unit prior to the effective date of this Agreement will be placed on the seniority list in accordance with his/her years of service with the hospital and will be frozen without further accumulation. A nurse who is transferred to a position outside of the bargaining unit after the effective date of this Agreement will have his/her seniority frozen at its current level.

ARTICLE XII

Maintenance of Discipline, Voluntary/Involuntary Termination or Job Elimination

A. After completion of the probationary period, no employee shall be disciplined, suspended or discharged without just cause. Should the Association wish to contest a discipline, suspension or dismissal, the issue shall be submitted to the appropriate Step of the grievance procedure within seven (7) calendar days after discipline, suspension or discharge.

B. The Association and the Employer recognize the importance of courtesy, and the protection of confidential information concerning patients and their families. The nurse shall respect and hold in confidence all information of

a confidential nature obtained in the course of her work unless required by law to divulge it. Proven acts of discourtesy or release of the aforementioned information by a nurse to a patient, to a fellow nurse or to any unauthorized person shall be regarded as a breach of confidence, and as grounds for immediate dismissal.

C. The hospital agrees that an employee shall be entitled to have a Staff Council representative present during any disciplinary proceeding.

D. Individual discipline penalties imposed by the Employer involving suspension or discharge shall be reported in writing to the Chairperson of the Staff Council within forty-eight (48) hours after imposition of the penalty, provided, the Employer agrees to make reasonable efforts to notify the Chairperson of the Staff Council as soon as is possible by telephone of the suspension or discharge. Any grievance involving a disciplinary suspension or discharge shall be initiated directly in Step Three of the Grievance Procedure by a written grievance (signed by the Employee) filed by the Chairperson of the Staff Council with the Employer's Manager of Labor Relations not more than five (5) working days after the onset of the suspension or discharge.

E. At least three (3) weeks' written notice of termination or pay in lieu thereof shall be given by the Employer to the nurse. This provision shall not apply to probationary employees, temporary employees, or disciplinary discharges.

F. At least three (3) weeks' notice of termination shall be given by the nurse to the Employer. The Director of Nurses or Associate Administrator-Medical Services may waive the 3 week notification period under extenuating circumstances. Such waiver will not be unreasonably denied.

G. Termination Pay - A nurse who terminates her/his employment in good standing and submitting her/his notice to terminate within the required time will after eighteen (18) months of continuous full time or part time employment be entitled to receive one-half (1/2) of all accumulated paid time off credit in Article XIV, Section 13. After one (1) year of employment, upon termination, accrued vacation time will be paid to the employee on a pro-rata basis.

Nurses who terminate their employment without giving at least three (3) weeks written notice will forfeit two (2) weeks of accrued vacation or terminal pay benefits.

Upon death or disability of a nurse, all said benefits shall be paid to the designated survivor, nurse or legal guardian.

ARTICLE XIII

Salary Schedule, Hours of Work and Scheduling

Section A. Salary Schedule

1. The parties agree that the Salary Schedule for nurses shall be as set forth in Appendix A.
2. New graduates employed on temporary permits pending Michigan Registration shall be paid at a rate of twenty-five (25%) an hour less than the first step of the registered nurses' salary schedule.
3. Credit for past experience - The Hospital will provide a notice to nurse applicants of their rights to apply for past service credits with the employment application. Credit for past experience will be given to newly hired nurses.

Years of service as a registered professional nurse prior to the most recent date of hire shall be creditable on the basis of one hundred (100%) percent, but shall not be creditable beyond the immediate past four (4) years.

Years of comparable service as a registered professional nurse with another hospital, employer or agency prior to the most recent date of hire shall be creditable on the basis of one hundred (100%) percent, but shall not be creditable beyond the immediate past four (4) years.

Credit will be retroactive to date of hire provided the nurse submits the appropriate documentation within sixty (60) days of hire date. The nurse must furnish the appropriate department head with written verification such as a letter from an administrative officer of the hospital(s) in which the service was performed, of actual hours worked during the immediate past four (4) years and acknowledgement of areas in which service was performed. Credit will be given on the first full pay period following receipt of documentation.

4. All nurses will receive checks bi-weekly.

Section B. Hours of Work and Scheduling

1. The work shift consists of an eight and one-half (8 $\frac{1}{2}$) hour scheduled period which shall include a thirty (30) minute unpaid period for meals. Meal periods will be assigned by supervisors in such a manner as to provide the greatest possible coverage of all services at all times.

If an employee is unable to take a lunch period due to conditions on her unit and the supervisor is unable to provide relief after being notified of the situation or if the employee is not able to complete the lunch period because of a work demand, the worked period will be computed as overtime to the amount worked.

2. The normal work periods shall consist of eight (8) hours in a twenty-four (24) hour period and eighty (80) hours in a fourteen (14)

day work period beginning at 12:01 a.m. Sunday and ending at 12:00 midnight on a Saturday. This provision shall not be construed as a guarantee of a given number of hours of work each week.

3. The regular work shift includes a paid rest period of twenty (20) minutes, which shall be coordinated with the appropriate supervisor.

4. a. Department Head, Supervisor, Head Nurse - A nurse who, upon request, temporarily assumes the duties and responsibilities of a position that is greater than her regularly scheduled responsibilities and which is classified on a higher salary schedule shall be paid at a higher salary rate for such full days of temporary service. If the position is classified on a lower salary schedule, she shall be paid at her regular rate.

The nurse will be given at least twenty-four (24) hours advance notice except for last minute illness or emergency situations.

When a supervisor or department head is unaccessible for more than twenty-four (24) hours, a nurse may be appointed to assume her duties and responsibilities.

b. Charge Nurse - When the Head Nurse is not assuming an active role in the daily functioning of a unit, a charge nurse may be assigned and shall receive an additional twenty-five (25¢) cents per hour for all hours so assigned.

A charge nurse shall be defined as a nurse who is designated to be in charge of a single unit of patients for an eight hour shift.

5. Completed work schedules will be posted two (2) weeks in advance of the time covered by such schedules as possible. The Hospital will make an effort to accommodate requests for specific schedules if such requests are submitted in writing at least two (2) weeks prior to the posting of such schedules and insofar as such requests do not place an inequitable burden on other employees.

6. Both parties agree to cooperate in adapting to meet emergency or unforeseen situations that may arise necessitating a change in schedule upon short notice.

7. In case of emergency, each nurse agrees to work wherever assigned (provided she is adequately oriented to the newly assigned unit) during her regularly scheduled shift in order to meet the nursing needs of the Hospital patients. On their part the nursing supervisors will attempt to assign nurses to duties for which they are, in the judgment of the supervisor, best qualified of the nursing staff presently available.

8. The Hospital and the Association mutually agree that a nurse must be at her/his duty station at the scheduled starting time of her/his shift. Also, they mutually recognize that, since patient care comes first, the nurses will continue the present practice of reporting at

her/his duty station slightly ahead of his/her shift starting time so that the nurses going off shift may give him/her information as to his/her patients - and of staying on shift until so relieved by the nurse on the next shift who assumes his/her patient care responsibility.

Nurses will continue to cooperate with each other to keep to a minimum "shift change carry over time". The Hospital will continue to expend its best efforts to do so, to the extent within its control.

9. One and one-half (1½) the base rate of pay will be paid for all hours worked in excess of eight (8) hours in any twenty-four (24) hour period and in excess of eighty (80) hours during a fourteen (14) day period. There shall be no pyramiding of overtime. (When the holiday is the 11th shift in the pay period and the nurses hours exceed 80, [exclusive of holiday hours] for the pay period, the nurse shall be given one day off with pay [mutually agreed upon] within the next thirty (30) days.)

10. 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 an employee--whether regular full time, or regular part time -- works beyond eight (8) hours in a day or eighty (80) hours in a fourteen (14) day work period as established by the Hospital, she shall be paid for such overtime hours at one and one-half (1-1/2) times her regular, straight time hourly rate. Shift premium shall be included in computing pay for overtime hours worked on evening or night shift. Any worked shift may be considered on only one occasion for the computation of time and one-half pay in any 24 hour period.

Overtime must be authorized by your' department head or immediate supervisor prior to the performance of such work except where there exists overriding nursing concerns which directly involve the nurse. When such concerns occur, authorization "after the fact" shall be authorized.

To receive credit for overtime worked an overtime authorization form indicating the date, shift and reason for overtime must be completed and submitted to the nursing supervisor or head nurse on the same day as the overtime is worked.

Vacation, sick time, holidays and other authorized leave of absence time will not be included in the accumulation of "hours worked" for the purpose of computing overtime.

Section C. Job Vacancies and Transfers

1. A notice that lists all vacancies to be filled within the bargaining unit will be posted on the Association bulletin board for not less than seven (7) calendar days. Vacancies to be filled shall be posted as to location and shift, with the understanding that the posting as to shift is not binding and that the restrictions as to

shift may be temporary. The Hospital shall provide to the Staff Council a monthly list of vacancies.

2. When there is within the bargaining unit an opening or vacancy, preference shall be to seniority as well as qualifications and ability to perform in the specified position. Any nurse may file a written notice for consideration.

3. Vacancies to be filled outside the bargaining unit will be communicated and discussed at Professional Practice Committee meetings. Any nurse may file a written notice for consideration.

4. If an individual is unable to come into the Hospital to bid on a posted position, the employee may place a verbal bid which will be recorded by the Personnel Office. Written verification from the nurse will follow after contacting the Personnel Office. This bid will be valid. The appropriate form must be filled out by the employee as soon as they are able to come to the Hospital.

ARTICLE XIV

Wage Supplements

Introduction

A regular full time employee who has completed his/her probationary period is entitled to all the wage supplements set forth in this Article.

A regular full time employee is one who, at the time of his/her eligibility for a wage supplement is to be determined, has worked at least two thousand (2000) hours in the twelve (12) month period immediately prior to the most recent anniversary of his/her date of hire.

A regular part time employee who has completed his/her probationary period is entitled to wage supplements, but, on the basis and to the extent indicated as to each wage supplement applicable to him/her.

A regular part time employee is one who, at the time eligibility for a wage supplement is to be determined, has worked at least eight hundred (800) hours, but less than two thousand (2,000) hours, in the twelve (12) month period immediately prior to the most recent anniversary of his/her date of hire.

"Worked hours" for the purposes of establishing the required eight hundred (800) hours shall be limited to:

--- Hours for which an employee is scheduled to work, and works;

--- Overtime hours which an employee works beyond her schedule;

--- Hours of an employee's schedule from which she is excused from working and for which, while remaining on the active payroll, he/she is paid pursuant to wage supplement.

Section 1 - Bereavement Time, with pay:

Immediate Family: A regular full time employee may be granted bereavement leave with pay, not to be deducted from the employee's PTO bank for not more than three (3) of her scheduled work days provided she is scheduled to work on any of the three (3) days following the death of a member of her immediate family.

A regular part time employee may be granted bereavement leave with pay not to be deducted from the employee's PTO bank for not more than one (1) of her scheduled days provided she is scheduled to work on any of the three (3) days following the death of a member of her immediate family. Immediate family shall mean parent, spouse, brother, sister, son, daughter, grandparent, grandchild, child by law, or any other family member who regularly makes his or her home with the employee as part of the family.

Extended Family: A regular full time and regular part time employee may be granted one (1) day of bereavement leave with pay, not to be deducted from the PTO bank for the purpose of attending the funeral of an extended family member provided the nurse is scheduled to work on that day. Extended family shall mean present parent-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

The hospital may require verification of the death and/or of the relationship of the employee to the deceased at its discretion, following the leave and before making payment for bereavement time. The Hospital may withhold payment if the employee did not make prompt request for leave prior to taking the time off so that her scheduled shifts could be covered in her absence.

A maximum leave of five (5) days may be granted by the Hospital. A regular full time or part time employee may be granted (upon proper request) two (2) additional days of personal leave which shall be deducted from her paid time off credit. Additional leave without pay may be requested.

Section 2 - Standby/On-Call:

For nurses scheduled to work a regular eight (8) hour shift: A nurse may be given the option of being on standby call rather than reporting to work for a scheduled shift. Standby call in this situation is per mutual agreement of the Department Head or Nursing Supervisor and the staff nurse.

For each hour on standby the nurse shall be paid One Dollar (\$1.00). During the period a nurse is in the hospital working she is not considered to be on standby.

If called in the nurse will be paid at the regular rate of pay for hours worked and guaranteed four (4) hours pay at the regular straight time rate. The employee shall further be given the option to work a maximum of eight (8) hours when called in.

A nurse on call must be available at all times by telephone or radio pager and remain within a reasonable distance from the Hospital that will enable her to promptly arrive there to perform his/her services for which he/she would be called. In figuring such "reasonable distance", prevailing and anticipated weather conditions should be considered, the fouler the weather, the shorter the "reasonable distance".

A nurse who is "on call", but is not immediately available will not get paid for the period during which he/she should have been available.

Standby call for a nurse scheduled to be on call: Nurses may be scheduled to be on call in two (2) ways.

- a. A nurse may be assigned standby call as a regular part of the nurse's routine schedule, i.e., O.R. nurses;
- b. The Hospital may request that a nurse be on standby call for a specified unscheduled shift or shifts. Standby call in this situation is per mutual agreement of the Department Head or Nursing Supervisor and the staff nurse.

For each hour on standby the nurse shall be paid One Dollar (\$1.00). During the period a nurse is in the hospital working she is not considered to be on standby.

When the nurse reports for work (while on call) she will be compensated at the rate of time and one-half her straight time hourly rate for hours worked and shall be guaranteed a minimum of two (2) hours.

A nurse on call must be available at all time by telephone or radio pager and remain within a reasonable distance from the Hospital that will enable her to arrive there to perform his/her services for which he/she would be called. In figuring such "reasonable distance", prevailing and anticipated weather conditions should be considered, the fouler the weather, the shorter the "reasonable distance".

A nurse who is "on call", but is not immediately available will not get paid for the period during which he/she should have been available.

Any increase in standby/on-call pay awarded to the AFSCME bargaining unit shall also be awarded to the registered nurse.

Section 3 - Death Allowance:

Upon the death of an employee -- whether regular full time, or regular part time -- the Hospital will pay her legally designated survivor(s) full paid time-off credit (sick time), vacation, personal days which was unused at the time of her death.

Section 4 - Disability Allowance:

After an employee -- whether regular full time or regular part time -- has been on sick leave of absence continuously for one (1) year, or when she has been certified by a physician or by an insurance company as permanently and totally disabled for her usual work at the Hospital, at any time during such one (1) year period, the Hospital will pay her full paid time-off credit which was unused at such time.

Section 5 - Discounts on Hospital Charges:

An employee -- whether regular full time, or regular part time -- shall be entitled to a discount on the charges she incurs for inpatient or outpatient services which the Hospital renders to her. Such discount shall be twenty-five (25%) percent. It shall be applied to the balance remaining after deducting from the Hospital's bill all insurance reimbursement thereon to which the employee may be entitled under any coverage applicable.

Section 6 - Health Care Coverage:

Employees whose most recent date of hire is 8/1/79 or earlier -- whether regular full time, or regular part time -- shall receive complete cancellation of the balance of his/her bill for inpatient services rendered by the Hospital, which remains after deducting from the Hospital's bill all insurance reimbursement thereon to which the employee may be entitled under any insurance coverage applicable.

Section 7 - Health Insurance:

1. The Hospital will make available to employee(s) and their eligible dependents a group health insurance plan. The Hospital will pay the applicable premium for employee(s) and eligible dependents who work at least three (3) days per week and are classified as a .6 FTE.
2. Employee(s) who work less than three (3) days per week may participate in the health insurance plan at the group rate by paying the applicable premium. These employee(s) may continue participation in group plan by paying the premium in effect October 1, 1984.
3. Application for health insurance coverage must be made within thirty (30) calendar days after the date hired or within thirty (30) calendar days from the date he/she transfers to a status whereby she/he becomes eligible to receive coverage.
4. Application for health insurance coverage may also be made after the original enrollment period as specified in item #3. Employees and dependents may be subject to the physical examination requirements of the plan.
5. All requirements of plan must be met.

6. During the period in which an employee is on an approved leave of absence, the Hospital will continue to pay the premium up to a maximum of three (3) months. If an employee remains on leave for more than three (3) months, he/she must make payment for applicable health insurance to the Hospital prior to the premium due date if he/she wishes to continue coverage.

The Hospital reserves the right to substitute another carrier of its health insurance coverage without reduction in present benefits.

Section 8 - Holidays, with pay:

The Hospital recognizes the following holidays: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and Easter Sunday. All holidays shall start with the 11:00 p.m. shift the night before the holiday.

On the above holidays, the Hospital will schedule off as many employees who would otherwise be scheduled to work as in its judgment it can spare consistent with its responsibilities to the Hospital's patients, their visitors and the community served by the Hospital.

A regular full time employee who is so scheduled off will be paid her regular, straight-time hourly rate for such hours as she would have worked for the Hospital on the holiday, provided:

- She is a non-probationary employee on the day on which the holiday is observed; and,
- She works the full period of her last scheduled work-day prior to, and of her next scheduled work-day following the day on which the holiday is observed.

A regular full time and a regular part time employee who is scheduled to work a holiday and who works as scheduled, will be paid at time and one-half ($1\frac{1}{2}$) as holiday pay, in addition to her pay for her hours worked on that holiday.

An employee who is scheduled to work on a holiday and who does not work her full scheduled shift that day shall be paid only for those hours, if any which she actually worked on the holiday.

A full time employee whose vacation period includes a holiday shall have one (1) day added to her vacation period.

Section 9 - Jury Duty Pay Supplement:

During the period when an employee -- whether regular full time, or regular part time -- is performing jury duty service, the Hospital will pay her the amount, if any, which her fees for jury service are less than the pay she would have received had she worked her scheduled shifts during her period of jury duty, provided that the employee gives

the Hospital's Personnel Office prompt notice of her call for jury service and, thereafter provides evidence satisfactory to the Hospital's personnel office of her performance of jury service and of the payment she received therefor.

Section 10 - Life Insurance:

The Hospital will provide to an employee -- whether regular full time or regular part time -- insurance on her life. Ten Thousand (\$10,000.00) Dollars shall be provided to full time employees, Five Thousand (\$5,000.00) Dollars shall be provided to regular part time employees. This is without cost to the employee. The Ten Thousand (\$10,000.00) Dollars for regular full time employees shall become effective January 1, 1984. The Hospital reserves the right to substitute another carrier of its life insurance coverage; the fundamental provisions of such coverage initially provided under this Agreement will not be reduced.

Section 11. Personal Leave Day:

On each anniversary of the nurse's seniority date, a regular full time or regular part time employee, shall be eligible for three (3) personal leave days.

Personal leave days will be scheduled at a time mutually agreeable to the employee and her immediate supervisor at any time prior to the employee's next eligibility date.

Personal leave days may not be accumulated from year to year, nor will payment be made in lieu of time off.

Section 12. Overtime:

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 an employee -- whether regular full time, or regular part time -- works beyond eight (8) hours in a day or eighty (80) hours in a fourteen (14) day work period as established by the Hospital, he/she shall be paid for such overtime hours at one and one-half (1 $\frac{1}{2}$) times her regular, straight time, hourly rate, as is provided for in Section B of Article XIII.

Section 13 - Paid Time-Off Credit:

A regular, full time employee shall, upon completion of her probationary period, be credited with three (3) days (24 hours) of paid time-off and, thereafter, she shall be credited with one (1) day (8 hours) of paid time-off upon her completion of each calendar month of service for the Hospital.

A regular, part time employee shall be credited with paid time-off pro-rated based on hours worked.

Paid time-off credit may be accumulated to a maximum of one hundred eight (108), eight (8) hour days.

An employee may use her paid time-off credit in not less than four-hour units, set forth in Sections 1, 3, 4, and 16 of this Article, after she has accumulated her first three (3), eight (8) hour days of paid time-off credit.

Section 14 - Physical Examinations:

Prior to beginning work for the Hospital an employee will submit a health history on the form provided by the Hospital, will have a chest x-ray and laboratory tests including a serology test, urinalysis, and complete blood count. Additional examination, including x-rays and/or laboratory tests deemed advisable by the Hospital, will be given or repeated when called for in the Hospital's judgment.

All such examinations are applicable to all employees. Any false statements made in connection with this Section shall be grounds for immediate discharge and shall preclude any claim for Workmen's Compensation.

At the discretion of the Hospital, a physical examination may be required when in its judgment an employee's health may not be suitable for employment. The Hospital reserves the right to select the physician and will bear the full cost thereof. A nurse who prefers to see a physician of her choice will be responsible for payment of services.

Annually, all employees will be required to have a Mantoux test or chest x-ray.

Section 15 - Shift Premium/Weekend Differential:

Shift Premium: An employee whether regular full time or regular part time whose shift begins any time between 2:45 p.m. and 9:00 p.m., locally prevailing time, will be paid a premium of forty (40¢) cents per hour and an employee whose shift begins any time between 9:00 p.m. and midnight, locally prevailing time, will be paid a premium of forty-five (45¢) cents per hour.

Weekend Differential will be paid to nurses when:

1. A nurse is hired and scheduled to work every weekend as part of their routine schedule.
2. A nurse is hired and scheduled to work only weekend shifts as their routine schedule.
3. A nurse who is requested by the Hospital to work an unscheduled weekend shift may request weekend differential pay rather than being scheduled off on another weekend shift. Weekend differential in this instance must be requested on the appropriate form

and submitted to the Nursing Office on the same date as the shift is worked.

Weekend differential will be paid at twenty-five (25¢) cents per hour.

The weekend is defined as the fifty-six (56) hour period beginning with the 11:00 p.m. shift Friday night and ending at 7:00 a.m. Monday morning. LIMIT - two eight-hour shifts per weekend for night shift.

Section 16 - Sick Time with pay:

During the period of his/her absence from work due to illness or injury, an employee (at his/her request) will be paid from his/her paid time-off credit heretofore provided by Section 13 of this Article.

An employee who falls ill or is injured and expects to be off work must notify the Nursing Service Office or appropriate department head between the hours of 8:00 a.m. and 4:00 p.m. weekdays; any other time the house supervisor must be notified. When scheduled to work day shift, the employee must call in prior to 6:00 a.m.; when scheduled to work afternoon shift, the employee must call in prior to 12:00 noon; when scheduled to work night shift, the employee must call in prior to 8:00 p.m. Her failure to do so will justify the Hospital's denial of her claim against her paid time-off credit.

An employee may use a maximum of three (3) days per anniversary year from his/her accumulated paid time off credit for the purpose of illness in the immediate family. Immediate family shall mean spouse or children.

If the employee has a reasonable excuse as determined by the appropriate department head for not calling according to the above schedule, pay for sick leave may be awarded.

An employee may use her paid time-off credit to cover her "waiting period" under the Workmen's Compensation Act.

The Hospital may require a physician's certificate to confirm the reason for an absence from work for which an employee makes an illness or injury claim against her paid time-off credit if the absence occurs the day before or after a holiday, the day before or after a vacation period, or the day before or after her scheduled day(s) off.

An employee who frequently depletes, or reduces to a low point, her paid time-off credit due to illness or injury may thereby indicate that her health is not suitable for her employment and so result in her being placed in sick leave status.

An employee who abuses the sick leave policy may be terminated for just cause.

Prior to the nurse being placed on sick leave status or terminated for abuse of sick leave, a conference shall be held between the nurse,

immediate supervisor, the department head and a designated Staff Council representative.

Section 17 - Social Security:

Both the Hospital and the employee have to pay the same amount of social security tax, on an employee's gross earnings up to an amount established by law. The Hospital deducts the employee's social security tax from her pay check, matches the amount deducted, and remits the total amount to the Federal government, to the credit of the employee's social security account.

Section 18 - Vacations:

A. Permanent Full Time Employees

After two thousand (2,000) hours or one (1) year of continuous employment, a permanent full time employee will be eligible for ten (10) work days (80) hours of paid vacation. After six (6) months of continuous employment, a registered nurse may take one (1) full week (5 days) of accrued vacation. This applies only during the first year of employment.

After five (5) years of continuous employment, on his/her anniversary date, a permanent full time employee will be eligible for fifteen (15) work days (120 hours) of paid vacation.

After ten (10) years of continuous employment, on his/her anniversary date, a permanent full time employee will be eligible for twenty (20) work days (160 hours) of paid vacation.

B. Permanent Part Time Employees

Permanent part time employees will be eligible for the same schedule of vacation benefits as permanent full time employees with benefits figured by pro-rating to two thousand (2,000) hours, the hours worked in each year of continuous employment between anniversary dates.

C. Vacation Pay

Vacation pay shall be computed at the regular straight time hourly rate he/she is receiving at the time the vacation is actually taken. One (1) week of an employee's vacation may be taken in units of less than forty (40) hours. Full time employees may take up to two (2) weeks vacation in one (1) day units. During periods of low census an employee may request to use vacation days in eight (8) hour units. The pay will be commensurate with the amount of vacation taken. An employee may carry forward one (1) week of accrued vacation into their next anniversary year, however, that week cannot be carried more than thirty (30) days past their anniversary date.

There must be a gap of at least fourteen (14) calendar days between the last day of an employee's vacation for one (1) year and the first day

of his/her vacation for the following year, except that this requirement may be waived for employees with over three (3) years employment and time off may not exceed one (1) month.

Payment in lieu of vacation will be made only if mutually agreed upon by the Hospital and employee.

After one (1) year of employment upon termination accrued vacation time will be paid to the employee on a pro-rata basis.

D. Vacation Scheduling

Vacations will be scheduled at a time mutually agreeable to the employee and her immediate supervisor.

Vacation requests must be presented in writing to the head nurse and Department Head at least five (5) weeks prior to the start of the employee's vacation period. Vacation requests must be granted or refused in writing four (4) weeks prior to the start of the employee's vacation period.

An employee cannot be scheduled more calendar weeks vacation than her length of service warrants.

In the event two or more employees request the identical or overlapping vacation period, vacation time will be granted on the basis of request date, seniority and according to the Hospital need.

During the period June 1st through September 1st, annually, a nurse shall not request more than two (2) weeks, or sixteen (16) calendar days, vacation at one time. Requests for vacation in excess of this, may be discussed with the immediate supervisor and Department Head and may be granted. Vacation requests will not be granted during the period of December 20 through January 3 each year except as noted in Paragraph 7 of this section.

In the event of an emergency or disaster, the Hospital reserves the right to cancel vacations as necessary.

Prior to five (5) years of continuous service (4) days is the maximum stretch off adjacent to Christmas-New Year's holidays. However, one (1) additional day off may be requested with use of a personal leave day or single vacation day. At the discretion of the Department Head, the request may be approved dependent upon the needs of the Hospital and nature of the request. After five (5) years of continuous service an employee may request a maximum of seven (7) days off during the period of December 20 to January 3, except that such request can only include one holiday group. Vacation or Personal Leave Days may be used.

Section 19 - Workmen's Compensation:

Pursuant to Michigan law, the Hospital provides, at its sole expense, Workmen's Compensation coverage for each employee covered by this Agreement.

As is set forth in Section 13 of this Article, an employee's paid time-off credit may be used to cover this "waiting period" under the Workmen's Compensation Act.

Section 20 - Unemployment Insurance:

Pursuant to Michigan and Federal laws the Hospital will provide, at its sole expense, unemployment insurance coverage for each employee covered by this Agreement.

Section 21 - Ambulance Call:

The Professional Practice Committee will establish standardized policies and procedures concerning patient care to be rendered during ambulance runs/flights and physician's orders for patient care during ambulance runs/flights.

Section 22 - Pension Plan:

The Hospital will continue to provide to an employee who works eight hundred (800) hours or more per year whether regular full-time or regular part-time without cost to the employee, a retirement pension plan. The fundamental provisions of the existing plan and the benefits thereunder will not be reduced.

ARTICLE XV

Leaves of Absence

Section 1 - General Policies:

1. Absence from work for a period of more than seven (7) calendar days, other than for use of accrued vacation or personal leave days, shall require a leave of absence, except for employees who work one shift per week and who regularly work every other weekend. For employees in this situation absence from work for more than twelve (12) calendar days other than for use of accrued vacation or personal leave days shall require a leave of absence.
2. All requests for a leave of absence shall be submitted in writing to the appropriate department head or head nurse and shall specifically set forth the purpose of the leave and the length of time requested.
3. Requests for leave of absence must be approved by the head nurse and division administrator.
4. The employee will be notified, in writing, of approval or disapproval of their request at least twenty-one (21) days prior to the date of the leave except in emergency situations.
5. Employees with less than one (1) year seniority and temporary employees shall not be granted a leave of absence except as specified in this Agreement. (Article XV, Section 2)

Section 2 - Personal Leave:

Personal leave without pay and without further accrual of benefits, but without loss of status may be granted by the Hospital upon written application by a full time or regular part time nurse providing the reasons for same are not for the purpose of seeking or accepting employment elsewhere and/or not for the convenience of family circumstances without approval of the Associate Administrator or Director of Nursing.

Temporary and probationary employees may request a personal leave of absence only for reasons of serious illness in the immediate family.

As guiding principles governing personal leaves of absence, the following shall apply:

1. Personal leave not to exceed thirty (30) days may be granted for reasons of illness in the immediate family. In the event of a long term illness in the immediate family a personal leave of absence may be extended upon approval.
2. Personal leave shall not be granted for reasons of conflicting home situations except for emergency situations. Conflicting home situations is construed to mean circumstances such as not having a baby sitter, the spouse on vacation or out of town, the children home from school, etc.
3. Personal leave shall not be granted for the purpose of performing private duty nursing except when such private duty nursing is for a close relative.
4. Personal leave shall not be granted for the purpose of extending vacation.
5. Management shall, at all times, have the right to investigate the circumstances of personal leave. Any false information or misrepresentation relative to the request or utilization of personal leave shall result in appropriate disciplinary action for the nurse or nurses involved.

Section 3 - Military Leave:

Leave of absence for an employee during the period of his/her military service with the Armed Forces of the United States and his/her reinstatement thereafter shall be governed by applicable statutes and decisions of the court.

Section 4 - Parenting Leave:

1. Upon written application, a nurse may take up to three (3) months parenting leave. Parenting means the birth or adoption of a child.

2. The employee may return to his/her former position or department provided he/she returns to work within three (3) months.
3. At the employee's option accrued sick time shall be paid during the parenting leave. Payment of sick leave benefits will be processed in the regular course of pay bi-monthly.
4. A nurse who is granted a parenting leave of absence may be required by the Hospital to maintain his/her employment classification for a minimum of thirty (30) days following the date he/she returns from leave prior to authorizing a change in employment status. However, if a nurse requests a change of employment status prior to going on leave, the thirty (30) day limitation shall be waived.
5. Employees returning from a parenting leave must provide medical evidence of physical fitness to return to work.

Section 5 - Leave for Illness or Disability:

1. An employee who is ill or temporarily disabled shall be entitled to a sick leave to the extent of sick leave days accumulated pursuant to the provisions and conditions set forth in the sick leave policy.
2. An employee who is unable to work due to illness or disability (as determined by a physician), shall be granted an additional leave of absence for the duration of the illness up to a maximum of one hundred eighty (180) calendar days. Such supplemental sick leave shall be without pay or benefits. Requests for an extension must be submitted prior to the expiration date of the leave. Failure to do so will justify the Hospital's denial of his/her request for an extension.
3. The employee may return to his/her former position or department provided he/she returns to work within three (3) months.
4. Employees returning from a leave due to illness or disability must provide medical evidence of physical fitness to return and may be required to have a physical examination.
5. At the employee's option accrued sick time shall be paid for illness or disability. Payment of sick leave benefits will be processed in the regular course of pay bi-monthly.
6. A nurse who is granted a leave of absence may be required by the Hospital to maintain his/her employment classification for a minimum of thirty (30) days following the date she returns from leave prior to authorizing a change of employment status. However, if a nurse requests a change of employment status prior to going on leave, the thirty (30) day limitation shall be waived.

Section 6 - Leave for Association Business:

1. Up to two (2) members of the Association shall be allowed time off without pay to attend such Association conventions, workshops, seminars, state MNA committees, or conferences. The Hospital at its discretion may permit additional members of the Association to also attend such meetings without pay. Adequate notice shall be given the employer so that it can arrange staff coverage.
2. The Association may post notice of workshops and affiliated meetings on their bulletin board. The Hospital may post other notices of additional workshops, seminars, etc., that come to its attention.
3. 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 up to one (1) year. Seniority shall accrue during such leave.

One (1) member of the Association who is elected as the official delegate to a State or National Convention, shall be allowed time off without pay to attend such conventions provided coverage has been arranged for scheduled shifts.

Section 7 - Education Leave:

Upon written application, a nurse in good standing who has three (3) years seniority, may be granted a leave of absence without pay to pursue a full time education in nursing of up to two (2) years without loss of accrued benefits.

Application for such leave must be submitted to the Division Administrator at least sixty (60) days prior to the commencement of such leave. Written verification of the acceptance or rejection of the leave shall be given to the nurse within thirty (30) days of the request.

It is the responsibility of the nurse while on leave to submit to the Division Administrator at the close of each school quarter or semester official verification from the Director of Admissions or other officer of the educational institution of attendance and continued enrollment in the nursing curriculum.

An employee who fails to comply with the above requirements will lose her seniority and accrued benefits and she shall cease to be an employee of the Hospital.

The leave may be extended upon written mutual consent of both parties.

ARTICLE XVI

Evaluation and Performance

Nurses in the bargaining unit shall receive a written performance evaluation at the completion of the probationary period and once each year thereafter within one (1) month of the anniversary date of hire as a nurse. After the evaluation has been discussed with the nurse, the nurse shall sign the evaluation to indicate that it has been reviewed with her, however, such signature will imply neither agreement nor disagreement with the evaluation. The reason for non-acceptance of the evaluation should be stated on the evaluation form and signed by the nurse and co-signed by the evaluator. Evaluations will be prepared and signed by the head nurse and the appropriate nursing supervisors. The evaluation will not be used as sole criteria for dismissal.

ARTICLE XVII

Miscellaneous

A. The Association, through the Staff Council may use available rooms at the facility for Association meetings. Requests for the use of meeting rooms shall be made in advance.

B. The Association upon making arrangements with management may use other equipment for Association activities and shall pay the Employer's cost of equipment.

C. A bulletin board will be provided at the Hospital by the Employer which may be used by the Association in posting notices of the following types:

1. Notices of recreational, social, or educational events.
2. Notices of elections, notices of results of elections.
3. Notices of meetings or other notices approved by the Hospital.
4. Notices pertinent to contract.

D. There shall be no discrimination based on age, color, creed, height, weight, religion, sex, marital status, political affiliation, or organizational activity.

E. Should any portion of this Agreement be rendered or declared illegal or invalid by reason of any existing or subsequently enacted legislation or by any decree of a court or competent jurisdiction or by declaration of any authorized government agency, the remaining portion of this Agreement shall not be affected thereby. However, in such event, the parties shall promptly meet and negotiate with respect to substituting provisions for those parts of provisions rendered or declared illegal or invalid.

F. Policies or procedures that affect the working conditions or are of concern to the nurses under this Agreement will be communicated at unit meetings. Staff Council will be furnished with copies of new or revised policies or procedures prior to the adoption of such proposed policies or procedures.

G. It is understood that the employee whose classification was that of irregular part time prior to May 31, 1981 and who is currently employed by Portage View Hospital and whose seniority date is May 21, 1979 shall be grandfathered in as the only irregular part time employee. This employee is identified by License Number 105539.

H. Tuition Assistance:

Policy Statement: As part of Portage View Hospital's commitment to the recruitment, retention, and development of productive quality employees, the Hospital has established the following program of tuition reimbursement:

POLICY

Portage View Hospital permanent employees who have successfully completed the probationary period shall be eligible for tuition reimbursement for job related courses offered by accredited universities, colleges, and junior colleges.

Policy Requirements:

- A. Reimbursement applies to an annual maximum equivalent of twenty (20) semester hours.
- B. Reimbursement will be ninety (90%) percent of the tuition cost only for full time employees and forty-five (45%) percent for part time employees after the successful completion of the approved course(s), with successful completion defined as the equivalent of a "C" or better.
- C. Approval of the Application for Tuition Reimbursement must be obtained prior to enrollment from the employee's manager and/or the Administrator for reimbursement to be considered.

SAFETY

- A. The Hospital will observe all applicable health and safety laws and will take all steps reasonably necessary to assure employee safety.
- B. Every employee will observe all applicable and reasonable safety rules and instructions established by the Employer and applicable safety laws and governmental regulations.

- C. The Association and the Agency shall work towards an on-going safety program.
- D. Any employee concerned regarding personal safety is expected to voice and document concerns to the Head Nurse or Director of Nursing.

ARTICLE XVIII

In-Service, Workshops and Seminars

Within the limits of scheduling and funds available, the Hospital may authorize attendance by registered professional nurses at professionally oriented workshops or seminars which are designed to increase the competency of a nurse in her present functional capacity.

Registered professional nurses will be compensated at their regular straight time rate for scheduled work days from which they are excused while attending workshops or seminars approved by the Hospital administration.

Nurses who attend in-service programs outside of the regularly scheduled working hours shall be paid at their regular straight time rate with a minimum guarantee of one (1) hour's pay.

The Executive Board of the Staff Council may make recommendations to the Division Administrator regarding attendance at workshops or seminars.

Nurses attending will be expected to share his/her learning experience with his/her co-workers.

LETTER OF UNDERSTANDING #1

Effective January 1, 1984, the Charge Nurse concept as developed through the contract between PVH and the Staff Nurse Council goes into effect.

The Head Nurse will designate on the schedules who is assigned to be Charge Nurse. The Nursing Supervisors will reassign the Charge Nurse role when such reassignment is needed due to illness or other factors, effecting staffing.

The Charge Nurse will be a Staff Nurse who is fully licensed as an R.N. (not G.N.) who has completed orientation and has demonstrated competence in the Staff Nurse Role.

Both full time and part-time nurses may be assigned this role and seniority is not a factor.

The responsibilities of the Charge Nurse include:

- Making patient care assignments and determining the methodology to be used in carrying out assignments, i.e., team nursing, case method, functional.
- Coordination of unit activities including meals, breaks, patient placement and room transfers.
- Problem solving resource at Staff Nurse level on the unit. Contacts from unit to Nursing Supervisor are through the Charge Nurse.
- Familiarity with all patients on the unit.
- Review of the admission assessment and the initial nursing care plan for all patients admitted on the shift.
- Communicating staffing concerns to Nursing Supervisors.
- Responsible for compliance of staff with policies, procedures (incidents, fire plan, disaster plan, medication cabinet locking, etc.)
- Facilitating orientation plan goals for staff on shift in orientation.

Charge nurses may be assigned whenever the Head Nurse is not assuming an active role on the unit.

Staff Nurses will be responsible for requesting the Charge Nurse differential on forms developed for that purpose.

LETTER OF UNDERSTANDING #2

In Re: Article XIII, Section B(1)

It is mutually agreed and understood that the parties to this Agreement will enter into an experimental hours of work program for 60 calendar days under the conditions as set forth below:

1. The work shift shall consist of eight and one-half (8-1/2) hours of work to include a thirty (30) minute unpaid period for meals. Meal periods will be coordinated with the supervisor in such a manner to provide the greatest possible coverage of all services at all times.
2. If an employee is unable to take a lunch period due to conditions on her unit and the supervisor is unable to provide relief after being notified of the situation or if the employee is not able to complete the lunch period because of a work demand, the worked period will be computed as overtime to the amount worked.
3. If an employee has completed her shift work and duty report, he/she may punch out on the hour, without any loss of pay.
4. Overtime will begin at fifteen (15) minutes after the hour.
5. The hospital will continue to provide a status report to the Association concerning any problems encountered governing the application of the program.
6. The hospital retains the right to terminate the program at the end of the 60 days.
7. If the program is terminated the Association retains the right to request further bargaining in this specific area.
8. If both parties agree, the conditions set forth herein will be extended for the duration of this contract.

This Agreement constitutes the full and complete understanding of the parties.

ARTICLE XIX

Contractual Renewal Clause

This Agreement will be come effective as of April 14, 1985, and will remain in full force until June 7, 1987. If either party desires to terminate this Agreement it shall at least sixty (60) days prior to the termination day give written notice of termination. If neither party shall give notice of termination, this Agreement shall continue in full

force and effect until sixty (60) days' notice of termination is submitted by one of the parties to the contract. Whenever notice is to be given under the termination of this Agreement, it should be sent certified mail, return receipt requested.

ARTICLE XX

Complete Agreement

The provision herein contained and any Exhibits attached constitute the entire Agreement between the parties. Except as provided herein, neither party shall be required to bargain with respect to any change requested by the other party in relation to the provisions of this Agreement.

MICHIGAN NURSES ASSOCIATION

PORTAGE VIEW HOSPITAL

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

APPENDIX A

MNA Wage Scale

Effective 4/14/85

Hourly

Start G.N.	\$ 8.55
Start R.N.	8.80
1-2 years	9.15
2-3 years	9.45
3-4 years	9.80
4-5 years	10.30
5-10 years	10.65
10-15 years	10.80
15 years and over	10.90

Shift differential \$.40/hour for afternoons and \$.45/hour for nights.
Weekend differential \$.25/hour.

WAGE REOPENER

It is agreed that Hospital or Association may request to reopen the Agreement on June 7, 1986 for the purpose of discussing wages only.