

June 22, 1976

Agreement

between

Borgess Hospital

and

Michigan Nurses' Association

Borgess Hospital

June 22, 1975 to June 22, 1976

AGREEMENT

This Agreement, made and entered into this 22nd day of June, 1975, by and between BORGESS HOSPITAL, 1521 Gull Road, Kalamazoo, Michigan 49001, (herein termed "Hospital"), and MICHIGAN NURSES ASSOCIATION, 120 Spartan Avenue, East Lansing, (herein termed "Association").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Hospital and the Association in its capacity as representatives of the employees so as to serve the best interests of the parties and the community. The parties recognize that service to the patients, the interest of the community and the job security of the Registered Professional Nurse depends upon the Hospital's success in establishing modern and efficient services to the people it serves at an economical cost. To these ends the Hospital and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels.

ARTICLE I - RECOGNITION

The Hospital recognizes the Association as exclusive bargaining representative as defined in Act 176, Public Acts of 1939, as amended, and the State of Michigan for the purpose of collective bargaining in respect to wages and rates of pay, hours of employment and other conditions of employment of all the Registered Professional Nurses of the Hospital included in the bargaining unit as certified by the Michigan Employment Relations Commission as follows: All Registered Professional Nurses employed by Hospital and classified as full-time, regular part-time and patient care coordinators. Regular part-time employees for the purposes of this Agreement mean those part-time employees regularly scheduled to work sixteen (16) hours or more per week. Excluding all supervisors, assistant directors, clinical specialists, clinician coordinator, members of the Order of the Sisters of St. Joseph, on-call employees and all other employees.

ARTICLE II - ASSOCIATION MEMBERSHIP AND 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 the equivalent of the Association's regular monthly dues and assessments, referred to as a service fee, to the Association for the duration of this Agreement. Said payment shall be made on or before the thirty-first (31st) 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 referred to as a service fee, to the Association for the duration of this Agreement. Said payments shall be made at the completion of the probationary period or before the thirty-first (31st) day following that time.

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 can be contributed to one of the following organizations:

1. American Nurses Foundation
10 Columbus Circle
New York, NY 10019
2. Michigan Crippled Children's Fund

Proof of payment must be given to the Hospital to be sent to the Association. It shall be the responsibility of the employee. This proof shall be provided to the Association thirty-one (31) days following the effective date of this Agreement or in the event of new employees, following the completion of the probationary period.

E. Names, addresses and salary rates of nurses employed to fill positions covered by this Agreement shall be made available on a monthly basis to the Association by the Hospital. Names of nurses promoted to permanent positions excluded from the bargaining unit shall also be made available to the Association so that they are not included in the collective bargaining activities of the Association.

F. Probationary period is sixty (60) days. Probation may be extended for thirty (30) days by mutual agreement between the Association and the Hospital.

G. All new hires will be informed of the Association and given a list of materials provided by the Association.

ARTICLE III - PAYROLL DEDUCTION FOR ASSOCIATION DUES

A. The Hospital agrees to deduct from the salaries of nurses covered by this Agreement the Association dues or equivalent service charge in accordance with standard authorization forms used by the Association, a copy of which is attached hereto provided said form shall be executed by each employee. The written authorization for Association dues deduction or equivalent fees deduction shall remain in full force and effect for a period of one (1) year or until termination of this Agreement.

B. The dues or equivalent service charge shall be deducted in twelve (12) equal installments in each successive payroll date with appropriate adjustments being made for any nurse who is on vacation, leave or layoff.

C. Dues or equivalent service charges deducted shall be sent to the Michigan Nurses Association, 120 Spartan Avenue, East Lansing, Michigan 48823.

D. The Association shall indemnify the Hospital and hold it harmless against any loss or claims for damage resulting from the payment to the Association of any sums deducted under this Article.

E. Hospital will notify Association of any RN who claims exemptions under Article II of the Contract. It will be the responsibility of the employee to satisfy the Association that payment is being made.

ARTICLE IV - REPRESENTATION

A. Registered Professional Nurses employed by the Hospital and covered by this Agreement shall be represented by a Professional RIGHTS AND RESPONSIBILITY COMMITTEE, (herein termed "PR&R Committee"), composed of five (5) nurses and their alternates. They will be nurse employees of the Hospital and their selection shall be in any manner determined by the nurses. The Hospital will recognize PR&R Committee members and non-employee representatives of the Association in the administration of the provisions of this Agreement, processing of grievances and in special conferences that are herein provided. The Association will keep the Hospital informed in writing of the names of members and alternates who are members of this Committee.

B. Non-employee representatives of the Association, after first notifying the personnel office, may visit the areas of the Hospital where the Registered Professional Nurses they represent are located for the purpose of representing such nurses in accordance with this Agreement provided that such visits occur at reasonable intervals during the working hours and they do not interfere with the services of the Hospital.

ARTICLE V - ROLE OF THE NURSE

A. The Hospital recognizes that Registered Professional Nurses are responsible for the direct or indirect total nursing care for the patients assigned to them.

B. The parties agree that the nurse must and shall have authority commensurate with their responsibility for directing the work of ancillary personnel.

C. The Hospital recognizes that the Registered Professional Nurse subscribes to the Code of Ethics of the American Nurses Association.

1. The nurse provides services with respect for the dignity of man, unrestricted by consideration of nationality, race, creed, color or status.

The need for nursing care is universal, cutting across all national, ethnic, religious, cultural and economic differences, as does nursing's response to this fundamental human need. Whoever the individual and whatever his background and circumstances, his nursing care should be determined solely by his needs as a unique human being. Individual differences in background, customs, attitudes, and beliefs influence nursing practice only insofar as they represent factors in tailoring care to personal needs and in maintaining the individual's self-respect and dignity. In whatever employment setting she may be, the nurse herself should adhere to this principle of nondiscriminatory, nonprejudicial care and endeavor to promote its acceptance by others.

The nurse's respect for the worth and dignity of the individual human being extends throughout the entire life cycle, from birth to death, and is reflected in her care of the defective as well as the normal, the patient with a longterm in contrast to an acute illness, the young and the old, the recovering patient as well as the one who is terminally ill or dying. In the latter instance, the nurse should use all the measures at her command to enable the patient to live out his days with as much comfort, dignity, and freedom from anxiety and pain as possible. His nursing care will determine to a great degree, how he lives this final human experience and the peace and dignity with which he approaches death.

2. The nurse safeguards the individual's right to privacy by judiciously protecting information of a confidential nature, sharing only that information relevant to his care.

The nurse has a clear obligation to safeguard any confidential information about the patient that she may acquire from the patient himself or from any other source. The nurse-patient relationship is built on trust; this relationship could be destroyed and the patient's welfare and reputation jeopardized by the nurse's injudicious disclosure of confidential information.

In some instances, however, knowledge gained in confidence is relevant or essential in planning the patient's care. Under these circumstances, and guided by her professional judgment, the nurse may share the pertinent information with others who are directly concerned with the patient's care. But she discloses only the information relevant to the patient's welfare and only to those who are responsible

for maintaining and promoting it. The rights, well-being, and safety of the individual patient should be the determining factors in the decision to share this information.

Occasionally, the nurse may be obligated to give testimony in court in relation to confidential information about a patient. Under these circumstances, she should obtain legal counsel before testifying in order to be fully informed as to her rights and responsibilities in relation to both her patient and herself.

3. The nurse maintains individual competence in nursing practice, recognizing and accepting responsibility for individual actions and judgments.

The nature of nursing is such that inadequate or incompetent practice could result in the loss of health or even the life of the patient. Therefore, the maintenance of competence in practice is the personal responsibility of each individual practitioner. Over and above the moral obligation this imposes on the individual nurse, she can be held legally responsible in the event of injury to a patient if it is proved that she has failed to carry out the actions or to exercise the judgment that is considered standard nursing practice within the particular area and at the time of the injury. Neither physician's orders nor the employing agency's policies relieve the nurse of responsibility for her own nursing actions or judgments.

Competence is a relative term; and an individual's competence in any field may be diminished or otherwise affected by the passage of time and the emergence of new knowledge. This means that for the patient's optimum well-being and for the nurse's own professional development, her nursing care should reflect and incorporate new techniques and knowledge in health care as these develop and especially as they relate to her particular field of practice.

Nursing knowledge, like that in other health disciplines, is rendered rapidly obsolete by mounting technological and scientific advances, changing concepts and patterns in the provision of health services, and increasingly complex nursing responsibilities. The nurse must therefore be aware of the need for continuous updating and expansion of the body of knowledge on which her practice is based, and must keep her knowledge and skills current by whatever means are appropriate and available to her: inservice education, academic study, professional reading, conferences, workshops, and the like. Only by such continuing infusion of new knowledge and skills into her practice can the nurse maintain her individual competence and provide nursing care of high quality to the public.

4. The nurse acts to safeguard the patient when his care and safety are affected by incompetent, unethical, or illegal conduct of any person.

Inasmuch as the nurse's primary commitment is to the patient's care and safety, she must be alert to, and take appropriate action regarding, any instances of incompetent, unethical, or illegal practice by any member of the health care team, or any action on the part of others that is prejudicial to the patient's best interests. "Appropriate action" may take the form of expressing her concern to the person carrying out the questionable practice and calling attention to the possible detrimental effect upon the patient's welfare. If indicated, the practice should be reported to the appropriate authority within the institutional or agency setting.

It is highly desirable that there be an established mechanism for the reporting and handling of incompetent, unethical or illegal practice within the employment setting, so that such reporting can go through official channels and be done without fear of reprisal.

When incompetent, unethical, or illegal practice on the part of anyone concerned with the patient's care (nurses, ancillary workers, technical specialists, or members of other professional disciplines, for instance) is not corrected within the employment setting and continues to jeopardize the patient's care and safety additional steps need to be taken. It should be reported to such other appropriate authorities as the practice committees of the various professional organizations, or the legally constituted bodies concerned with licensing of specific categories of health workers or professional practitioners. Some situations may warrant the concern and involvement of all these groups.

Reporting should be both factual and objective, and the nurse should be fully aware of the state laws governing practice in the health care field and of the employing institution's policies in relation to incompetent, unethical, or illegal practice. Whenever a practice threatens the patient's health, welfare, or safety, the nurse has no choice but to take appropriate action in his behalf.

5. The nurse uses individual competence as a criterion in accepting delegated responsibilities and assigning nursing activities to others.

Because of the increased complexity of health care, changing patterns in the delivery of health services, and continuing shortages in skilled health services, and continuing shortages in skilled health manpower, nurses are being requested or expected to carry out functions that have formerly been performed by physicians. In turn, nurses are assigning some former registered nurse functions to variously prepared ancillary personnel. In this gradual shift of functions, the nurse is the "middle man". It is fully as important that she exercise judgment in accepting responsibilities as in assigning responsibilities to others.

Medical and nursing practice acts are usually expressed in broad and general terms, and offer little guidance, direction, or protection to the nurse in relation to her acceptance or performance of specific delegated medical functions. A recognition by nurses of the need for a more definitive delineation of medical and nursing roles and responsibilities has resulted in collaborative efforts on the part of the official nursing, hospital, and medical organizations to develop joint policy statements. These statements specify the functions that are agreed upon as appropriate and proper for the nurse to perform. They include the circumstances under which she should and should not carry out these functions and the required preparation in the skills and judgments necessary to perform the functions. Such statements represent a body of expert judgment that can be used as authority where responsibilities are not definitively outlined by legal statute. Similar formulations have been developed and made official policy within many individual health care agencies and institutions.

The nurse should look to such mutually agreed-upon policy statements for guidance and direction: but even where such statements exist, the individual nurse should also assess her personal competence carefully before accepting these responsibilities. If she does not consider herself competent or adequately prepared to carry out a specific function, she should feel free without fear of censure, to refuse to do so; in so doing, she protects both the patient and herself.

The reverse of the coin is also true. The nurse should not accept delegated responsibilities that do not utilize her nursing skills and competencies or that prevent her from providing needed nursing care to patients.

Inasmuch as the nurse is responsible for the patient's total nursing care, she must also assess individual competence in assigning selected components of that care to other nursing service personnel. The nurse should not delegate to any member of the nursing team a function which that person has not been prepared for or is not qualified to perform.

Concern for the patient's welfare and safety is the nurse's primary consideration in both accepting and assigning these various responsibilities. Decisions in this area call for knowledge of, and adherence to, the joint policy statements and to the laws regulating medical and nursing practice, as well as for the exercise of informed, professional nursing judgment.

6. The nurse participates in research activities when assured that the rights of individual subjects are protected.

Nurses today find themselves increasingly involved in research activities, as members of many disciplines, including nursing, search for improved methods of patient care and treatment. Generally speaking, nurses in the research setting assume one of two roles; that of investigator, including membership on a research team; or that of practitioner, giving care to patients serving as subjects in a research study. The latter role may call for specified nursing performance as part of the research design and/or the gathering or reporting of specific data.

This item in the CODE focuses on the role of the nurse as a practitioner in a research setting as guidelines for the nurse investigator have been delineated in the ANA publication THE NURSE IN RESEARCH: ANA GUIDELINES ON ETHICAL VALUES.

The nurse practitioner is, first of all, responsible for rendering quality nursing to all patients entrusted to her care. Implicit in this care is the protection of the individual's rights as outlined in the above publication: privacy, self-determination, conservation of personal resources, freedom from arbitrary hurt and intrinsic risk of injury, and the special rights of minors and incompetent persons. While the research investigator assumes primary responsibility for the preservation of these rights, the individual nurse practitioner within the research setting should also be aware of them and of her share in this responsibility.

Research projects may call for specific observations, treatments, or care procedures that represent variations from the usual. The nurse participates in such research or experimental activity only with the assurance that the project has the official sanction of the research committee or other appropriate authority within the institutional or agency setting. For her own and the patient's protection, she needs sufficient knowledge of the research design to enable her to participate in the required activities in an informed, effective, and ethical fashion. With this knowledge, she is conscientious in carrying out her specific functions and responsibilities as outlined in the research design.

Investigational drugs, potentially harmful to the patient, may represent a special problem. The nurse administering such drugs should have basic information about them: method of administration, strengths, actions and uses, side effects, symptoms of toxicity, and so on.

Occasionally, the research may be of such a nature as to give rise to questions, and perhaps conflicts, for the nurse where it appears that the well-being and safety of the patient are adversely affected by procedures prescribed as part of the project. In such instances the nurse is obligated to voice her concern to appropriate persons in the agency. She should also bear in mind that participation in research activities does not relieve her of responsibility for her own acts and judgments.

Participation in research activities carries the implication that the nurse will want and is entitled to information about the study findings, and that she will utilize in her own practice appropriate findings from research studies related to nursing education and practice.

7. The nurse participates in the efforts of the profession to define and upgrade standards of nursing practice and education.

The professional association, through its membership, is responsible for determining standards of nursing practice and education. The key phrase "through its membership" means that each nurse should share in the activities that go into developing, evaluating, disseminating, and implementing these standards. These standards, furthermore, should be reflected in the individual nurse's preparation and practice. Standards represent not only professional goals but also a means of ensuring a high quality of nursing care for the public. As such, each nurse has a vested interest in developing and maintaining them.

Standards can never be static because of the constantly changing nature of health care and of educational patterns. As an active participant in the necessarily continuous process of defining, maintaining, and upgrading standards of nursing practice and education, the nurse must keep herself informed of present and projected standards. She should adhere to these standards in her own practice; help to disseminate them and provide for their implementation in the institution or agency with which she is associated; and take responsible and remedial action when standards are violated. Through the channels provided by her professional association, she should work to support the standards that have been adopted or endeavor to revise or upgrade them as indicated.

8. The nurse, acting through the professional organization, participates in establishing and maintaining conditions of employment conducive to high-quality nursing care.

The nurse must be concerned with the conditions of economic and general welfare within her profession because these conditions are important determinants in the recruitment and retention of well-qualified personnel and in the opportunity for each nurse to function to her fullest potential in the working situation. If the needs and demands of society for both quantity and quality of nursing care are to be met, the professional association and the individual nurse must share in the effort to establish conditions that will make it possible to meet these needs.

An appropriate channel through which the nurse can work constructively, ethically, and with professional dignity to promote the employment conditions conducive to high-quality nursing care is the economic security program of her professional association. This program, encompassing commitment to the principle of collective bargaining, promotes the right and responsibility of the individual nurse to participate in determining the terms and conditions of her employment.

This participation, to be most productive, should be in the form of a group approach to economic action, through the channels provided by the professional organization and with that organization providing assistance and representation in the nurses' collective negotiations with employers. In this way, the nurse can work most effectively to achieve working conditions that will be commensurate with her preparation, qualifications, functions and responsibilities today and in so doing, will promote the welfare of the public.

9. The nurse works with members of health professions and other citizens in promoting efforts to meet health needs of the public.

It is increasingly recognized that society's need and mounting demand for comprehensive health services can be met only through a broad and intensive effort on the part of both the community and the health professions. The nurse, with her special knowledge and skills in the health field, her essential role in the provision of health services, and her traditional commitment to ever higher standards of health care, has an obligation to participate actively and responsibly in professional, interprofessional, and community endeavors designed to meet the health needs of the public.

She should involve herself in both the planning and implementation of the health services needed, maintaining open and constructive communication with the citizen and professional groups involved. Especially important in this process is the exploration by physician and nurse of their interdependent functions as these relate to the delivery of comprehensive health services. Such exploration calls for a continuous exchange of ideas between members of the two professions on local, state, regional, and national levels, the goal being closer liaison between the two groups in the interest of improved patient care.

A similar and continuing communication should also be carried on with representatives of the other disciplines in the health field—pharmacy, social service, nutrition, physical, occupational, and recreational therapy, hospital or agency administration—as well as with specialized technical groups providing various health services. Nurses must work together with representatives of these groups in defining, exploring, and enhancing the relationships created by their interaction and mutual concern with health care.

The nurse, because of her close and continuing contact with patients and families, and awareness of both individual and community health needs, has much to contribute to community planning for health services. By assuming an active and, on occasion, a leadership role in these activities, nurses can help to shape programs that will provide the public with care that takes full advantage of the resources of modern science.

10. The nurse refuses to give or imply endorsement to advertising, promotion or sales for commercial products, services, or enterprises.

Over the years the public has learned to trust and respect the nurse and to have confidence in her judgment and advice. Very often, the individual nurse represents the entire profession to patients and others. This means that what one nurse says or does may be interpreted as reflecting the action, opinion, or judgment of the profession as a whole. Therefore, this favorable professional image should not be used in ways that might be misleading or harmful to the public and bring discredit upon the nurse and her profession. The nurse should not permit her name, title, professional status, or symbols—uniform, pin, or the letters "R.N.",

for instance-to be used or associated with the promotion of any commercial product or service.

The right to use the title "Registered Nurse" is granted by state governments through licensure by examination for the protection of the public. Use of the title carries with it the responsibility to act in the public interest. This title, and other symbols of the profession, should not be used for the personal benefit of the nurse or those who may seek to exploit them for other purposes.

By permitting her professional self or the nursing profession's symbols or representations to be used in association with a particular product or service, the nurse places herself in the position of seeming to endorse, or recommend, or make the judgment that one among several similar and competing products is preferable to the others. She has neither the qualifications nor authority to make this judgment. The public, because of its tendency to identify the individual with the profession, may construe this individual action as reflecting endorsement or approval of a product or service by the profession as a whole. In some instances, such action on the part of an individual nurse could also be interpreted as a violation of the legal statutes forbidding nurses to make medical diagnosis or to prescribe medications or treatments.

Nursing symbols and representations of nurses may be used in advertisements directed to members of the health profession, but only in such advertisements and never to imply medical diagnosis or prescription, or professional endorsement of commercial products.

The nurse may indicate the availability of her own services by listing herself in directories or professional publications available to the public. Properly used, such advertising may prove of benefit to the public in securing needed care. It is expected, however, that nurses will present the necessary information in a manner consistent with the dignity of the profession and in keeping with the general practices of other professional groups within the community.

Not only should the nurse herself adhere to the above principles; she should also be alert to any instances of their violation by others. She should report promptly, through appropriate channels, any advertisement or commercial which involves a nurse, implies her involvement, or in any way suggests nursing endorsement of a commercial product, service, or enterprise. The nurse who knowingly involves herself in such unethical activities negates her professional responsibility for personal gain, and jeopardizes the public confidence and trust in the nursing profession that have been created by generations of nurses working together in the public interest.

ARTICLE VI - GRIEVANCE PROCEDURE

A. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise. The parties seek to secure at the earliest level possible equitable solutions to complaints or grievances of nurses or groups of nurses.

B. A grievance under this Agreement shall mean a complaint by a nurse or a group of nurses based upon an event, condition or circumstance under which a nurse works, allegedly caused by unjust treatment, or by violation, misinterpretation of any provision of this Agreement.

C. The term "days" as used in this Article shall mean calendar days excluding Saturday, Sunday, and holidays.

D. Time limits at any step in the grievance procedure may be extended by mutual consent of the parties.

E. Steps in the Grievance Procedure:

Step 1: A nurse with a grievance, within five (5) days of the occurrence of the event forming the basis for the grievance, or within five (5) days after the nurse obtains actual knowledge of the said event or could reasonably have obtained such knowledge, shall first discuss it with her immediate supervisor, as hereinafter defined, either individually or with her PR & R Committee Representative, to try to resolve the matter informally. If the grievance is resolved at this step, the answer shall be in writing with copies to personnel, the grievant and the Association representative.

Step 2: If the grievance is not adjusted by the supervisor, it shall be reduced to writing within five (5) days of the informal conference on the appropriate forms signed by the nurse involved and one copy shall be given to the supervisor. The representative of the PR&R Committee, together with the grievant, may take up the grievance with the Administrative Assistant/Labor Relations. The Hospital shall give a written answer within five (5) days of the receipt of the grievance. If the grievance is not adjusted at Step 2 within five (5) days, it shall proceed to Step 3.

Step 3: The representative of the PR&R Committee and the grievant may be assisted by a non-employee representative of the Association and shall thereafter take up the matter with the Assistant Administrator for Patient Care Service or the Director of Ambulatory Care. The decision on the grievance will be given by the Assistant Administrator for Patient Care or the Director of Ambulatory Care within a maximum of twenty (20) working days from the date of the first written filing thereof unless a different time limit is established by a mutual agreement in writing. Any grievance not appealed from a decision at one step of the procedure to the next step within five (5) working days of such decision or answered by the Hospital shall be considered settled on the basis of the last Hospital decision if the non-complying party is the Hospital, automatically appealed to the next step of the grievance procedure. Written answers will be given at all steps of the grievance procedure by the appropriate Hospital personnel to all written grievances presented.

Step 4: If the grievant or the Association is not satisfied with the disposition of the grievance at Step 3, the grievance may be appealed within five (5) days of the Hospital decision to the Hospital Administrator. The Association, and its designee, and the grievant may be present at a meeting with the Hospital Administrator, or his designee, to attempt to satisfactorily resolve the grievance. Such personnel as the Administrator, or his designee, shall designate who may also attend such meeting to assist the Administrator or his designee in ascertaining the facts. A decision will be rendered within five (5) days of the meeting.

Step 5: Arbitration Any grievance which is unresolved at Step 4 of the Grievance Procedure will be submitted to arbitration. Arbitration shall be involved by written notice of the Association within fifteen (15) days of receiving the answer at Step 4. Upon receipt of the request for arbitration by the Hospital, the parties shall be obliged to proceed in the following manner:

A. The parties shall attempt to agree upon the arbitrator.

B. If the parties fail to agree upon an arbitrator within ten (10) days of the receipt of the request for arbitration, the parties shall, within seven (7) calendar days, submit the matter to the American Arbitration Association asking for a selection of an arbitrator in accordance with its voluntary labor arbitration rules. The arbitrator shall have the authority and the jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of the contract. With respect to arbitration involving discipline of an employee, the arbitrator shall determine if the discharge or the discipline was for just cause, and he may review the penalty imposed and if he shall determine that the penalty be inappropriate and/or unduly severe, he may modify it accordingly, or if appropriate, he may uphold it. Any case appealed to the arbitrator on which he has no authority to rule shall be referred back to the parties without decision. No award by the arbitrator shall be retroactive beyond thirty (30) days prior to the occurrence of the facts which gave rise to the grievance. No award of the arbitrator shall affect any other employees of the Hospital other than the grievant or grievants. The decision of the arbitrator shall be final and binding on both parties and the grievant. The parties shall share equally the arbitrator's fees. The term "immediate supervisor" as used in this Agreement shall mean clinician coordinator, Assistant Director, Shift Supervisor or Assistant Director for Ambulatory Care.

F. When any of the steps in the grievance procedure occur during working hours of the aggrieved party and/or members of the Grievance Committee, and her presence at this step is reasonably required, such Registered Professional Nurse will be allowed time away from work upon request of her Supervisor without loss of pay at her straight-time hourly rate.

G. Should the Association desire to contest the dismissal of any Registered Professional Nurse, notice now shall be given to the Hospital within five (5) days of the date of dismissal and the issue shall thereafter be submitted and determined under the Grievance Procedure set forth in this Agreement commencing at Step 4 of the Grievance Procedure.

ARTICLE VII - NURSING CARE COMMITTEE

A. A committee consisting of five (5) employee members of the staff council and five (5) Hospital representatives shall meet regularly at a mutually agreed time and place at the request of either the staff council or the Hospital to discuss matters of mutual concern that affect the quality of nursing service and patient care. The initial meeting shall take place within two (2) weeks of the ratification of the contract and shall concern itself with the goals for the year and the appointment of members to sub-committees.

The committees and its sub-committees shall develop procedures for development of agenda and special meetings.

Others may be invited to attend sub-committee meetings from time to time.

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. Ordinarily, meetings shall not be held oftener than once a month.

C. A written agenda shall be submitted at the time the meeting is requested by the party initiating the request. The other party may add to the agenda up to, but not later, than three (3) days prior to the meeting. Matters taken up in these meetings shall be confined to those included in the agenda.

D. Minutes of the meetings of the committees will be kept and will be approved by both parties. All minutes of such meetings shall be published.

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

F. Subcommittees may be formed by the Nursing Care Committee to develop in detail positions and procedures regarding nursing service and patient care. Such as, but not limited to,

1. Staffing
2. Orientation
3. Job descriptions
4. Evaluations
5. Role of the nurse
6. Educational development

G. No collective bargaining shall take place at such meetings. No grievance shall be filed alleging a violation of this Article of the contract, except for unreasonable refusal to meet. Recommendations should be given to the Director of Nursing or Director of Ambulatory Care.

H. Such programs or positions can be submitted by the Nursing Care Committee to the Hospital and Association for ratification and can become a working part of this Agreement.

ARTICLE VIII - SPECIAL CONFERENCES

A. Special conferences for the improvement of professional working relations, health, safety and nursing standards will be arranged between the Chairperson and the Nursing Staff Council and the Hospital Administration upon the request of either party. Such meetings shall be between the officers of the Nursing Staff Council, limited to three (3), and not more than two (2) non-employee representatives of the Association. Arrangements for such special conferences are to be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. The matters to be taken up at special conferences shall be confined to those matters included in the agenda. Any conferences shall be held between 9:00 a.m. and 4:00 p.m. Special conferences shall be scheduled within ten (10) days after the request is made. No collective bargaining shall take place at such conferences. No grievances shall be filed alleging a violation of this Article except for unreasonable refusal to meet.

B. Members of the Association shall lose neither time nor pay for time spent in such special conferences.

C. The Association Representatives may meet in a place designated by the Hospital on Hospital property not more than thirty (30) minutes preceding the meeting with representatives of the Hospital.

ARTICLE IX - SENIORITY

A. Seniority is defined as the length of continuous service of a Registered Professional Nurse from her most recent date of hire. Regular part-time Registered Professional Nurses shall accumulate seniority on a pro-rated basis as their regular hours in a two (2) week pay period bears to eighty (80) hours of work. Upon the satisfactory completion of her probationary period, a Registered Professional Nurse shall have her name placed on a seniority list from her original date of hire.

B. Seniority shall be broken and the nurse considered as terminated upon the occurrence of any of the following:

1. If the nurse quits.
2. If the nurse retires.
3. If the nurse is discharged for cause and such discharge is not reversed in the Grievance Procedure.

C. The Hospital shall provide the Association with a complete seniority list. This list shall be brought up to date every six (6) months and shall be posted on the nurses' bulletin board. The Hospital shall provide the Association with at least monthly notices of all additions and deletions to the bargaining unit.

ARTICLE X - LAY-OFF AND RECALL PROCEDURE

A. When it becomes necessary to reduce the staff in a particular unit, the following order of lay-off shall apply to the Registered Professional Nurses in that unit:

1. The nurse on probation.
2. Part-time nurses not members of the bargaining unit.
3. Regular part-time nurses as defined herein, commencing with the nurse with the least amount of Hospital seniority as applied to the affected unit from her last date of hire.
4. Full-time nurses in the unit with the least amount of Hospital seniority from their last date of hire.

B. The Hospital shall give as much notice of the lay-off or hour reduction to the Registered Professional Nurses involved as is reasonably possible under the circumstances.

C. Recall shall be in reverse order of lay-off or hour reduction.

D. In all cases of the application of seniority, pursuant to this Article, the Hospital shall take into account particular skills, ability, experience and education of the Registered Professional Nurses involved, and in the interest of sound patient care, the determination of competency shall be made by the Hospital subject to the Grievance Procedure where the determination was alleged to be made in an arbitrary or discriminatory manner.

E. Registered nurses will be laid off only when no work within the classification is available.

F. In order to avoid lay-off a registered nurse may fill any open job within classification in any other unit if she desires. Orientation will be provided.

For an indefinite lay-off (longer than 7 days), a registered nurse may avoid lay-off by being given full training for an open position within classification and placed in a unit if she desires.

G. In accordance with paragraph F above, when a registered nurse's same job becomes available, she shall have the choice to remain in her realigned position or return to her original position.

ARTICLE XI - TRANSFERS AND VACANCIES

A. Whenever a permanent vacancy, as hereinafter defined, becomes available, Registered Professional Nurses from any unit with seniority shall be permitted to indicate their desire to be considered for such vacancy in the following manner:

1. Vacancies shall be posted on the MNA bulletin board for a period of seven (7) days and shall indicate the unit involved, the hours of work and qualifications expected of the applicant.
2. All interested Registered Professional Nurses shall become applicants by obtaining and signing their name to a transfer form in the Personnel Office.
3. The vacancy shall be awarded to the most qualified applicant for the job taking into account her skills, ability, experience and education and

in the event that there are two or more applicants, the most senior applicant shall be awarded the vacancy.

4. A permanent vacancy is defined as a permanent bargaining unit position resulting from a newly created job or one caused by discharge, quit, retirement, death, or permanent transfer.
5. Nurses who are not awarded posted positions who have properly applied for the same will be so notified with reasons. Upon the award of the position the notice will be reposted for seven (7) days indicating the nurse who has been awarded the position. The time period for the processing of a grievance by an unsuccessful applicant shall commence to run at the end of the seven (7) day reposting period.

B. In the event there are no qualified applicants for the position, the Hospital may fill the position from any other source.

C. The Hospital may temporarily fill any such vacancies for a period not in excess of that reasonably required, and in no case longer than two (2) weeks. A vacancy can be refilled for up to thirty (30) days or longer if agreed to between the employee and the Hospital.

(The following steps would be taken to fill temporary vacancies until qualified applicants can be assigned permanently.)

1. Initially the hospital will fill the vacancy, temporarily, with rotation of existing staff for a period of two weeks.
2. At the end of the two week period, if the vacancy still exists, the staff will be asked to voluntarily rotate through the position until the position is filled permanently.
3. If the staff does not agree to rotate through the position until it is filled permanently, the Hospital may fill this position by assigning a member of our current staff to the position we feel qualified to fill the vacancy, taking into consideration seniority, guaranteeing them their original position after the current position is filled.

ARTICLE XII - EVALUATIONS

Each Registered Professional Nurse in the bargaining unit shall receive a written evaluation of her work performance prior to the end of the probationary period following her date of hire and at least annually thereafter. Each nurse will be given the opportunity to add written comments to the evaluation and sign it to indicate only that she has read the evaluation.

The present evaluation procedure shall be reviewed by a committee of four (4) composed equally of Hospital and Association representatives to determine if the procedure should be augmented by two (2) different or supplementary procedure, designed more specifically to be an education procedure. The committee shall from time to time, and at least quarterly, provide written recommendations to the Administration Assistant/LR shall review the recommendations with the Hospital Education Department and communicate in writing with the committee concerning the recommendations within two (2) weeks from receipt.

ARTICLE XII - LEAVES OF ABSENCE WITHOUT PAY

A. PERSONAL LEAVE. Registered Professional Nurses may be granted a leave of absence for good cause without pay from the Hospital for a period of not more than thirty (30) consecutive days. Such requests for leave must be made in writing at least two (2) weeks in advance to the appropriate Supervisor as defined in Article VI, Section E of this Agreement, and must be approved in writing. Such leaves or extension shall be for a fixed period of time. In the event the matter is of an urgent nature, the leave may be granted upon one (1) day's notice to the appropriate Supervisor, or in her absence, the Assistant Administrator in charge of Nursing Service.

B. Temporary Disabilities. An employee who, because of illness, disability, elective surgery, pregnancy, or accident which is noncompensable under the Workmen's Compensation Law, is physically unable to report for work, shall be given a leave of absence without pay after sick benefits, and without loss of seniority for the duration of such disability, provided she notifies the Hospital of the necessity therefor and provided further that she supplies the Hospital with a certificate from a physician of the necessity for such absence and for the continuation of such absence when the same is requested by the Hospital. Such leaves of absence shall be for a maximum period of one (1) year, subject to renewal for specific periods by agreement of the Hospital upon the evidence of the necessity therefor being provided by the employee at least fourteen (14) days prior to the expiration of the present leave of absence. Specific jobs will be held open for up to six months.

C. Leaves of absence without pay shall be granted for reasonable periods of time for physical or mental illness in the immediate family, which includes husband, wife, children or parents, provided the employee's absence is necessary to care for the family member who is ill or to arrange for suitable care for such family member.

D. MILITARY LEAVE. The Hospital agrees to abide by the provisions of the Selective Service Act with respect to leaves of absence due to military service including National Guard Duty.

E. Upon timely return from the leave, the Registered Professional Nurse shall be placed in the position held prior to the leave, or if that is not available, to a position comparable to it and to which her seniority and qualifications would entitle her.

F. Employees on authorized leaves of absence will accumulate seniority during such leaves.

ARTICLE XIV - LEAVES OF ABSENCE WITH PAY

A. It is agreed that the sick leave plan introduced by the Hospital on July 1, 1967, shall be continued. Full time employees accrue sick leave at the rate of one-half (1/2) day per month until a maximum of six (6) days is acquired. Twenty-four (24) hour employees accrue sick leave at the rate of one-fourth (1/4) day per month until a maximum of three (3) days is acquired. Sick leave days are payable at regular pay for personal illness or accident. In addition thereto, Hospital will provide an insurance sick leave plan, as presently in effect, which will pay approximately 50% of the employee's salary after the first eight (8) days of absence for a total of thirteen (13) weeks.

B. No employee having presently accumulated more than six (6) days of fully paid sick leave shall be caused to lose any of the accumulated sick leave by reason of the execution of this Agreement. Sick leave shall be first charged against the accumulation under the plan introduced July 1, 1967. Only after the days accumulated since that date have been exhausted shall the employee be required to use sick leave days accumulated prior to July 1, 1967.

C. In addition to the foregoing, administrative leave up to two (2) days per contract year, limited to one (1) day for each occurrence, shall be granted to an employee when a member of the immediate family of the employee is afflicted and requires the care and attention of the employee, or when through exposure to a contagious disease, the presence of the employee at her employment position would jeopardize the health of others. Immediate family as used herein shall be con-

construed to mean spouse, children, parents, brothers, sisters, grandparents, mother-in-law, father-in-law, brother-in-law, and sister-in-law, or persons standing in loco parentis of the employee or his spouse. It is intended that the care and attention specified in the preceding sentence for a member of the immediate family of the employee who is ill shall consist of the obtaining of necessary assistance for the afflicted member of the immediate family and time in excess of one (1) day for the obtaining of such outside assistance shall not be compensable.

D. Employees shall be granted up to three (3) working days off with pay as ~~benefit~~ leave for a death in the employee's immediate family, as above defined, including grandchildren in this provision only. Additional time off, without pay, may be granted for necessary time to travel to distant states for funeral services.

E. The Hospital shall make available records of accumulated sick leave to the employee or the Association upon reasonable request.

F. Each employee covered by this Agreement shall earn paid sick leave at the rate of one-half (1/2) day per month until a maximum of six (6) days is acquired. Sick days are payable at regular pay for personal illness or accident. Although employees begin earning sick leave from date of employment, sick leave may not be used or paid until after one (1) full year of employment. When sick leave is used by an employee, she will begin earning sick leave the following month and each month thereafter until the maximum number of days, six (6) is again earned.

As an additional sick leave benefit, the Hospital will pay the employee for their unused sick leave days. This will be paid annually in December and will be computed and paid as follows:

0 sick days used	6 days regular pay
1 sick day used	5 days regular pay
2 sick days used	4 days regular pay
3 sick days used	3 days regular pay
4 sick days used	2 days regular pay
5 sick days used	1 day regular pay
6 sick days used	0 days regular pay

G. In order to be eligible for the unused sick leave payment the employee must have been employed by the Hospital for one (1) year. First year employees reaching their anniversary date between December 1 and November 30 shall begin earning at the one-half (1/2) day per month up to November 30 from their anniversary date.

H. Example: Anniversary date-May 1-the employee begins earning one-half (1/2) day per month up to November 30 and would have credit for seven (7) one-half (1/2) days or three and one-half (3-1/2) earned sick days. If the employee did not use any sick days he/she would be eligible for payment of three and one-half (3-1/2) day's pay; one used day would result in payment for two and one-half (2-1/2) days; two (2) used days would result in payment for one and one-half (1-1/2) days; three (3) used days would result in payment for one-half (1/2) day; four (4) or more days used would result in no payment.

I. Employees off due to illness or on sick leave shall immediately, (upon return to work), begin earning at the one-half (1/2) day per month and become eligible for payment for unused sick leave as outlined in Section G of this Article.

J. JURY LEAVE. An employee who has completed her probationary period who is called to and reports for jury duty shall be compensated by the Hospital for time spent in performing jury duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight-time hourly rate and the daily jury fee paid by the court. If the employee reports for jury duty and is excused early, he must then report for work. In order to receive payment, an employee must give the hospital prior notice that she has been summoned for jury duty unless furnished satisfactory evidence that jury duty was performed on the days for which she claims payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty. Compensation, as set forth hereunder, shall be paid to an employee who is subpoenaed as a witness in a case in which the employee is not a party.

K. Employees on authorized leaves of absence will accumulate seniority during such leaves.

L. With respect to leaves of absence of fourteen (14) days or less, the nurse shall be entitled, at the termination of such leave, to be reinstated at the same level and type of position held at the time the leave was granted including shift and unit (except in cases of medical leaves, educational leaves and situations where the leave was granted for more than fourteen (14) days. The nurse shall be re-employed if and when employment is available at the same level and type of position including shift and unit previously held or provided the Hospital determines she is qualified in such other position and level at which there may be an opening. The nurse will give the Hospital five (5) days notice of the date she will return to work from the leave.

ARTICLE XV - EDUCATIONAL DEVELOPMENT

A. A sub-committee for Educational Development under the auspices of Nursing Care Committee shall be established. The purpose of this committee will be the gathering of information on available courses, classes, workshops, seminars, lectures, and institutes and to recommend those that are beneficial and having a reasonable relationship to the nurses professional employment, for the approval of the following:

1. Leaves. The Registered Professional Nurse with seniority may apply for an educational leave subject to the following conditions:

a. The leave shall be for up to two (2) years and may be extended upon application to the Assistant Administrator in charge of Nursing Service.

b. The Registered Professional Nurse must agree to return to the employ of Borgess Hospital upon the completion of the courses of study.

c. Upon timely return from the leave, the Registered Professional Nurse shall be placed in the position held prior to the leave, or if that is not available, to a position comparable to it and to which her seniority and qualifications would entitle her.

2. Continuing Education. The Hospital will encourage attendance by Registered Professional Nurses at professional meetings sponsored by the Association or other professional associations or institutions where attendance is likely to increase the competency of a nurse in her professional capacity.

a. Nurses desiring to attend professional meetings shall submit requests to the Assistant Administrator for Patient Care Services.

b. The nurse will be given time off without loss of pay to attend such meetings if the Hospital determines that attendance at such professional meeting will be beneficial to either the Hospital or to the Nurse and within the limitations of the Hospital's funds for employee attendance at professional meetings, will also be reimbursed for out of pocket expenses incurred in such attendance.

c. Equal opportunities for continuing education will be afforded to all RNs and allocated equally regardless of shift or type of employee. Discriminatory application of the foregoing will be grounds for the filing of a grievance.

d. If the nurse desires to attend a meeting without pay for which funds are not available she shall be able to attend at her own expense provided appropriate notice is given so that adequate staffing may be arranged.

3. Educational Courses. In order to be eligible for full or partial reimbursement, an employee must have been a full time employee at the Hospital for at least one year and must remain a full time employee through the completion of the course.

a. The course should be nursing related or degree related. Approval in advance must be obtained on form No. 952-1-08.

b. After the course has been completed, the original form will then be recirculated with the copy of the grade attained for the course and a receipt of the bill for the course attached.

c. Reimbursement to include tuition fees, matriculation fees, library fees, laboratory fees, graduation fees and training materials (exclusive of textbooks), will be made at the completion of a course which is successfully completed with a grade of C or better.

d. There will be no advance payment for courses to be taken.

e. The employee must agree, in writing, to continue working at the Hospital for at least six (6) months following completion of the course studied. If, after the course, the employee does not remain in the full-time employ of the Hospital, the employee must reimburse the Hospital in an amount to that received for the course.

f. Classes should be scheduled during non-working hours. If this is not possible, time taken for classes during regular working hours will be on a non-pay basis.

g. Nine credit hours is the maximum number of hours available for reimbursement in a given year.

h. Courses necessary solely for obtaining a degree will be reimbursed within the final thirty credit hours needed for the degree.

4. Inservice Classes. Inservice classes or meetings at which the nurse's attendance is required by the Hospital shall be paid at the rate of time and one-half (1-1/2) for all time spent in excess of a normal work day or work period.

Part-time will be paid at straight time if required to attend on scheduled day off.

B. The educational sub-committee of the Nursing Care Committee will also take reasonable steps to acquaint the nurses and the Hospital with the current opportunities in education.

ARTICLE XVI - MAINTENANCE OF DISCIPLINE

A. Hospital shall have the right to dismiss, or suspend without pay or impose other disciplinary action for just cause, provided, however, that the affected employee shall have the right to defend himself in connection with such Hospital action. Such action must be taken within five (5) working days of the date it is reasonable to assume that the Hospital became aware of the conditions giving rise to the discipline. Hospital shall furnish written notice of such action to the affected employee and the Association. All dismissals or suspensions shall be without pay. When an employee is called in for disciplinary actions she may request the presence of the PR&R representative.

B. The following step procedure shall be used in cases of discipline of an employee:

- 1st Step - Oral warning in the presence of an Association representative
- 2nd Step - Written warning
- 3rd Step - Written warning with appropriate suspension without pay.
- 4th Step - If the offense warrants, the Hospital has the right to impose the appropriate discipline, up to and including termination, without regard to Steps 1 through 3.

If the Hospital considers suspension or discharge the appropriate disciplinary action for the offense, it will not discharge but suspend the nurse until it notifies the Staff Council and the Michigan Nurses Association and the nurse of its intent to discharge the nurse. Such notification should be oral to all parties. Within five (5) days after the notification, the employee, the Association, the Assistant Director and the Administration Assistant/Labor Relations shall meet. At such meeting, the Hospital shall fully inform the employee and the Association of the intended discharge charge and the facts underlying the same. The Association and the nurse shall be furnished access to any materials which may be relied upon by the Hospital in the case. If requested by the nurse or the Association, additional time, up to seven (7) days will be allowed for further investigation of the matter by the Association and the Hospital. A second meeting will be held within such period after the completion of the further investigation. - If the mentioned meetings cause the five (5) day time limitation set forth in paragraph A hereof to pass without the imposition of discharge or other appropriate discipline, the five (5) day time limitation is automatically extended to one (1) day after the holding of the last of the meetings mentioned herein. The affected nurse shall be suspended without pay until the completion of the investigation and the meetings. The final discipline resulting from the foregoing shall be subject to the grievance procedure starting at Step 3, with the seven (7) day limit commencing when the discipline is imposed after the said meetings and investigation.

ARTICLE XVII - NON-DISCRIMINATION

The Hospital in employing, promoting, advancing or assigning to jobs or any other term or condition of employment, agrees not to discriminate against any registered Professional Nurse because of race, color, national origin, religious affiliation, sex, marital status, age (between forty (40) and sixty-two (62)), membership or activity on behalf of the Association or participation in the grievance procedure.

ARTICLE XVIII - WITHHOLDING OF PROFESSIONAL SERVICES

A. Adequate procedures provide for equitable settlement of grievances arising under this Agreement. The Association and the members of the bargaining unit under this Agreement will not engage or encourage any strikes, sit-downs, stay-ins, slow-down or other similar actions which would interfere with the treatment and welfare of the patients during the effective period of this Agreement.

B. The Hospital shall have the right to discipline or discharge any employee participating with such interference and the Association agrees not to oppose such action. It is understood, however, that the Association shall have recourse to the grievance procedure as to matters of fact in the alleged action of such employees.

C. The Hospital will not lock out any employees during the term of this Agreement.

ARTICLE XIX - MANAGEMENT RIGHTS

Hospital hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by its Articles of Incorporation, or by the laws and Constitution of the State of Michigan, and the United States, and all rights and powers to manage the Hospital and direct the employees of the Hospital except as otherwise expressly provided in this Agreement.

ARTICLE XX - SALARIES

A. The parties agree that the salary schedule for nurses shall be set forth in Schedule "A" affixed hereto and made a part of this Agreement.

B. Except as otherwise provided in this Agreement, each nurse shall be placed on the salary schedule on the basis of the number of months and years of her employment with the Hospital as a Registered Nurse. In view of the complexity in placing the nurses in the appropriate steps or levels for this initial contract, the Hospital and the Association have agreed upon the location in the salary schedule for each nurse upon the effective date of this Agreement. After the effective date the Nurses shall advance on the salary schedule on their respective Hospital anniversary dates assuming satisfactory evaluations.

C. A nurse with previous professional experience or trained in or experienced in a specialty (such immediate past experience ending within one year from the date of her employment by the Hospital) may be given credit in the salary schedule for

such experience or training at the rate of one-half (1/2) year for each year, up to a maximum of three (3) years credit.

D. A Registered Professional Nurse who temporarily assumes for a period of eight (8) hours or more the duties and responsibilities of a position that is greater than her regularly scheduled responsibility and is classified on a higher salary schedule shall be paid at the higher salary schedule rate for all such hours worked.

E. The pay period for the computation of regular and overtime hours consists of a fourteen (14) day period commencing at 11:01 P.M. on Saturday and ending at 11:00 P.M. fourteen (14) days later.

Those that are available and want to be contacted for overtime can do so by signifying with their dated signature. In the event the employee no longer wants to be contacted for overtime, please remove your signature by drawing a line through it. This communication will be reviewed every thirty (30) days.

F. One (1) and one-half (1/2) times the base rate of pay will be paid for all hours worked in excess of eighty (80) hours in any one pay period and in excess of eight (8) hours in any twenty-four (24) hour period commencing with the start of the Registered Professional Nurse's shift. No Registered Professional Nurse will be required to work more than eight (8) hours in any twenty-four (24) hour period without her consent.

G. A Registered Professional Nurse who reports for work on her regular shift and is sent home for lack of work, or if a Registered Professional Nurse is asked to report for work and is then sent home, shall receive a minimum of four (4) hours pay.

H. A shift differential premium of forty-five (45) cents per hour shall be paid to all nurses working evenings and nights during the week. Evenings shall be the 3:00 P.M. to 11:30 P.M. shift. Nights shall be the 11:00 P.M. to 7:30 A.M. shift.

I. The weekend differential premium shall be forty-five (45) cents per hour weekend days and eighty-eight (88) cents per hour weekend second and third shifts. On January 1, 1976 the forty-five (45) cents per hour weekend days shall be fifty (50) cents per hour. All RNs will be given at least every other weekend off.

J. Any nurse who assumes a charge position shall receive an additional fifty (50) cents per hour for all such time worked in that position. A charge position is defined as:

A designated individual (R.N.) designated by an appropriate supervisor who has complete responsibility for an entire floor or unit during her shift of work.

In the absence of a Patient Care Coordinator or Clinician Coordinator, and if two Registered Professional Nurses are present, one Registered Professional Nurse will be designated Charge Nurse by the appropriate supervisor.

K. All nurses shall be given two (2) fifteen (15) minute rest periods during an eight (8) hour shift and a thirty (30) minute unpaid duty-free lunch period. If worked, RNs will be paid for their lunch period.

L. Any nurse promoted to a position in a higher classification shall be placed at the salary step to which her years of credited service entitles her.

M. Those nurses who are on call shall receive \$10.00 for every eight (8) hours of call duty, plus time and one-half (1-1/2) for each hour worked.

N. A member of the Staff Council processing a grievance during duty hours will receive her regular rate of pay.

O. RNs involved in a conference or counselling situations during duty hours will be paid for all hours at her regular rate of pay.

ARTICLE XXI - HOLIDAYS

A. Each full-time nurse shall receive the following holidays each year:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Nurse's Birthday	Float Holiday (to be taken on any week day from 1/1 to 5/31)
	Exception: for the year 1975, to be taken any week day until 10/31.

All part-time RNs will receive their Birthday holiday.

B. Each full-time nurse shall be paid for these holidays at her regular straight time hourly rate of pay under the following eligibility requirements: She must have worked her last scheduled work day prior to the holiday, and her next scheduled work day after the holiday, provided however, that a nurse excused from work on one or both of these days by the Hospital shall be deemed to have met the requirements of this Section.

C. Those nurses who are required to work on a day designated as a holiday shall be paid two and one-half (2-1/2) times their regular straight hourly rate for those hours actually worked. This provision covers both full-time and part-time registered nurses.

D. When a holiday falls within a nurse's vacation period or during an approved leave of absence with pay, she will be paid for the holiday or receive a day off with pay, at her discretion.

E. Nurses scheduled to report for work on a holiday, but who fail to report for work, shall not be entitled to any holiday pay.

F. Holiday hours paid but not worked shall be considered as hours worked when computing seniority.

ARTICLE XXII - VACATIONS

A. All full-time nurses, after six (6) months of employment, shall be eligible for vacation as follows:

After six (6) months	five (5) days
After one (1) year	ten (10) days
After six (6) years	twelve (12) days
After seven (7) years	thirteen (13) days
After eight (8) years	fourteen (14) days
After nine (9) years	fifteen (15) days
After ten (10) years	twenty (20) days

B. All regular part-time nurses, as defined herein, after one (1) year of employment, shall be eligible for vacation as follows:

After one (1) year	five (5) days
After six (6) years	six (6) days
After eight (8) years	seven (7) days
After ten (10) years	ten (10) days

C. All of the vacation may be taken at one time. Carry over vacations from a previous year are not permitted unless the vacation is cancelled by the Hospital. No such cancellation may occur without reasonable cause and the specific approval of the Hospital President or the Vice-President/Administrator. Such reasonable cause shall be an emergency situation. Nurses who are denied vacation in such cases are entitled to carry over the vacation to the next year, or to take the vacation at another time in the affected year, or to be paid for the vacation in the next pay period. Such choices shall be the nurses.

D. Vacation payments will not be made in advance of anniversary dates and will ordinarily be made on the regular biweekly pay period. Upon four (4) weeks written notice by the nurse, vacation pay will be paid prior to the effective date of vacation as part of the last paycheck prior to such scheduled vacation.

E. In case of a nurse's death, any unused vacation pay will be paid to the nurse's estate.

F. Upon termination of employment, a nurse shall be compensated for all earned vacation time, and if such termination occurs after three (3) years of continuous employment a nurse shall be compensated for all accrued vacation time.

G. All requests for vacation time should be made in writing to the Staffing Office at least two (2) weeks prior to the posting of the schedule. In arranging the schedule, consideration will be given to the requests of the nurses and the nursing service requirements. When there is a conflict between nurses for the same vacation periods, the nurse with the most seniority will have preference.

ARTICLE XXIII - INSURANCE

A. Hospital shall furnish fully paid hospitalization insurance for the full-time nurses in the bargaining unit. Such fully paid hospitalization insurance shall be the same policy as the Hospital has presently in effect covering said employees, which said policy provides for a \$50.00 deductible to be paid by said employee. The Hospital will pay one-half (1/2) the premium cost for regular part-time employees in the unit who are scheduled to work twenty-four (24) or more hours per week.

B. In addition to the hospitalization insurance coverage described in Section A of this Article, the Hospital shall continue its discount policy for nurses and their families as follows:

Full-time nurses in the bargaining unit, after ninety (90) days of employment, fifty percent (50%) of the balance due after payment by insurance.

Part-time nurses in the bargaining unit, twenty-five percent (25%) of the balance due after payment by insurance.

If no insurance is provided, twenty-five percent (25%) of the entire bill.

C. The Hospital shall continue providing, at no cost to the nurse, life insurance and accidental death and disability insurance as follows:

Full-time nurses in the bargaining unit, one times their earnings to the nearest thousandth.

Part-time nurses in the bargaining unit, regularly scheduled to work sixteen (16) hours or more per week, \$2,000.00.

D. The Hospital shall provide individual liability insurance for each person in the bargaining unit in the amount presently provided.

E. The Hospital plan concerning retirement shall remain in effect. This plan is presently a contributory plan by the employees contributing to a qualified pension trust administered by the First National Bank and Trust Company of Michigan, as Trustee. Copies of the plan containing the benefits available under the same are available to all employees through the Hospital Personnel Office.

ARTICLE XXIV - HEALTH PROGRAMS

A. Complete physical examinations will be arranged for all nurses by the Hospital, without cost to the nurse, upon hiring and annually thereafter. This examination may include:

1. Chest x-ray and/or tuberculin test
2. Blood sugar, hemoglobin, cholesterol, uric acid and creatinine tests
3. Blood pressure examination
4. Vision and hearing test
5. Urinalysis
6. Pap test
7. Throat culture
8. EKG

B. A nurse may elect to have these tests performed by her own physician at her expense; however, if the Hospital's physician is used, the results of these tests may, at the nurse's request, be sent to her physician.

C. The following immunizations, as medically indicated, will be provided at no charge to the nurse, along with a record of the date they were received; small-pox vaccination, tetanu toxiod series or booster, influenza, adult diphtheria toxoid series or booster, polio series or booster, plus any other as may appear desirable for protection of the nurses and patients.

D. Emergency treatment for on-the-job illness and accidents which may interfere with a nurse's ability to carry out duties shall be provided without charge to the nurse. In case of job-related accidents or injuries, all laboratory tests, x-rays, drugs and treatments ordered by the Hospital physician will be paid by the Hospital.

ARTICLE XXV - TERMINATION OF EMPLOYMENT

A. At least two (2) weeks written notice of termination of employment shall be given by Registered Professional Nurses.

B. At least two (2) weeks written notice of termination of employment or pay in lieu thereof, shall be given to a nurse by the Hospital except where there is just cause for immediate termination.

ARTICLE XXVI - USE OF FACILITIES

A. The Association will be allowed to use existing bulletin boards for posting notices of the following types with the approval of the Administrator, or his delegate:

1. Employee's seniority list
2. Notice of meetings
3. Notice of election
4. Notice of results of elections

B. The Association agrees not to abuse this privilege.

ARTICLE XXVII - SCOPE, WAIVER AND ALTERATION OF AGREEMENT

A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Hospital unless executed in writing between the parties hereto and the same has been ratified by the Association.

B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

C. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall remain in full force and effect, and the parties shall meet within thirty (30) days of such decision and negotiate in an attempt to replace the affected provision.

ARTICLE XXVIII - TERM OF AGREEMENT

This Agreement shall commence on the date of its execution by both parties and shall continue in full force and effect from such date to June 22, 1976, at 11:59 P.M. Negotiations between the parties preliminary to the execution of a new collective bargaining Agreement shall commence not more than 120 days, or less than 90 days prior to the date of termination of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the date written opposite their signatures.

DATED: August 6, 1975

BORGESS HOSPITAL
BY Martin Berz
ITS President

DATED: 8/6/75, 1975

"Hospital"
MICHIGAN NURSES ASSOCIATION
BY Vicki Neilberg
Vicki Neilberg
Its Field Representative

BY Sidney A. Jurgens
Its Staff Council Chairperson

BY Lelecia L. Shalom
Its Chairperson Reg. Comm.

BY _____
Its _____

"Association"

SCHEDULE "A"

Staff Registered Nurse

Patient Care Coordinator

Start	\$4.55
After six (6) months	4.65
After one (1) year	4.75
After two (2) years	4.95
After three (3) years	5.15
After four (4) years	5.35
After five (5) years	5.55

After one (1) year	\$4.95
After two (2) years	5.15
After three (3) years	5.35
After four (4) years	5.55
After five (5) years	5.75

Each Staff Registered Nurse and Patient Care Coordinator has been placed in the appropriate step of the above salary schedule by Agreement of the parties.

Nurses shall progress on the salary schedule on their current anniversary dates if they receive satisfactory evaluations.

The salary schedule shall be effective the 22nd day of June, 1975.

MICHIGAN NURSES ASSOCIATION
120 Spartan Avenue
East Lansing, Michigan 48823

Service Fee

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize BORGESS HOSPITAL to deduct monthly from my earnings a sufficient amount to provide for the regular payment of a service fee due the Michigan Nurses Association which the Association certifies as membership dues established by the Association in accordance with its constitution and by-laws. The sums deducted are hereby assigned by me to the Michigan Nurses Association and are to be remitted by the employer to the Michigan Nurses Association in such a manner as may be agreed upon between my employer and the Michigan Nurses Association at any time while this authorization is in effect.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one year from this date, or up to the termination of the current collective bargaining agreement whichever occurs sooner.

This authorization, assignment, and direction shall continue in full force and effect for yearly periods beyond the irrevocable period unless revoked by me not more than 10 days prior to the expiration of any irrevocable period hereof. Such revocation shall be effected by written notice by certified mail to the employer and the Michigan Nurses Association within such ten (10) day period.

License Number:

Social Security Number:

Signature

Date

MICHIGAN NURSES ASSOCIATION
120 Spartan Avenue
East Lansing, Michigan 48823

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize BORGESS HOSPITAL to deduct monthly from my earnings a sufficient amount to provide for the regular payment of membership dues to the Michigan Nurses Association which the Association certifies as due and owing from me as membership dues established from time to time by the Association in accordance with its constitution and bylaws. The sums deducted are hereby assigned by me to the Michigan Nurses Association and are to be remitted by the employer to the Michigan Nurses Association in such a manner as may be agreed upon between my employer and the Michigan Nurses Association at any time while this authorization is in effect.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one year from this date, or up to the termination of the current collective bargaining agreement whichever occurs sooner.

This authorization, assignment, and direction shall continue in full force and effect for yearly periods beyond the irrevocable period unless revoked by me not more than 20 and not less than 10 days prior to the expiration of any irrevocable period hereof. Such revocation shall be effected by written notice by certified mail to the employer and the Michigan Nurses Association within such ten (10) day period.

License Number:

Social Security Number:

Signature

Date

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