

June 30, 1969

June 1, 1966

PROPOSED

AGREEMENT

Between

THE CITY OF HIGHLAND PARK, MICHIGAN

and

THE MICHIGAN NURSES ASSOCIATION

Please return to Dan King

Highland Park, City of

THIS AGREEMENT entered into this _____ day of May, 1966 by and between the City of Highland Park, Michigan, which owns and operates the Highland Park General Hospital, hereinafter called "the City" and the Michigan Nurses Association, and its affiliate the Highland Park General Hospital Registered Professional Nurses' Committee, hereinafter called "the Association."

ARTICLE I - Recognition

The City hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for a unit consisting of all registered professional nurses employed at the Highland Park General Hospital or the Highland Park General Hospital School of Nursing, excluding the Director of Nursing. Persons who are awaiting Michigan registration and who are employed as nurses under a temporary permit issued by the Michigan Board of Nursing shall be included within the unit.

ARTICLE II - Association Membership & Security

All registered professional nurses employed within the above described bargaining unit shall be required as a condition of continued employment to become and remain members of the Association on and after the thirtieth day following the beginning of such employment, or the effective date of this agreement, whichever is later. Names of nurses employed to fill positions covered by this agreement shall be furnished to the Association by the City.

ARTICLE III - Payroll Deduction for Association Dues

A. The City agrees to deduct from the salaries of Nurses dues for the Association, the American Nurses Association and the Highland Park General Hospital Nurses Staff Council, when voluntarily authorized in writing by each nurse desirous of having her dues deducted.

B. Individual authorization forms shall be furnished by the Association and, when executed, filed by it with the business office of the Hospital.

C. All authorizations filed with the business office prior to July 1, 1966 shall become effective for the month of July. An authorization filed after July 1, 1966 shall become effective with the first paycheck following the filing of the authorization.

D. Authorizations once filed with the Business office shall continue in effect until revoked by the nurse on a form available from the Association and filed with the business office; provided that a revocation filed after the first day of a fiscal year shall not be effective until the first paycheck of the succeeding fiscal year.

E. Dues for any or all of the above organizations shall be deducted together in twelve equal installments beginning with the _____ pay period in July, 1966. Appropriate adjustments will be made for any nurse who is on vacation, leave or lay-off.

F. The Association shall prior to July 1, 1966 and 30 days in advance of the start of each successive fiscal year thereafter give written notification to the business office of the amount of its dues and those of the American Nurses Association (ANA), the state and district association, Highland Park General Hospital Registered Professional Nurses' Committee which are to be deducted for these dues. The amounts of the deductions for these dues shall not be subject to change during the entire fiscal year except for one mid-year adjustment upon the Association providing the City 30 days notice of such change.

G. Dues deducted shall be sent to the Association at its office at 508 Hollister Building, Lansing, Michigan promptly under procedures to be established by the City. The Association shall be responsible for disbursement of ANA, NNA, local district and the Nurses' Committee dues paid to it to the treasurers of those organizations.

ARTICLE IV - The Role of the Nurse

The Parties hereto share the common goal and the common responsibility of providing to the citizens who require it nursing care which is both adequate and safe.

The City recognizes that the general duty nurse is responsible for the direct and/or indirect total nursing care of the patients assigned to her, and that modern hospital operation requires, because of a nationwide shortage of nurses, that various auxiliary personnel and services are required to assist the nurse in providing nursing care.

The Parties agree that: The nurse must and shall have authority commensurate with her responsibility for directing the work of the various auxiliary nursing personnel who are employed to perform various nursing functions which are a part of total nursing care. At the present time the auxiliary nursing personnel consist of Licensed Practical Nurses, Orderlies, Ward Clerks and Nurse's Aides (at this hospital, called Ward Aides).

The Parties further agree that:

- A. The preparation and delivery to patients of meals and nourishments is at this hospital the responsibility of the Dietary Department and the employees assigned to it and not the responsibility of nursing personnel.
- B. Housekeeping duties, including the stripping of beds and complete cleaning of a unit following a patient's discharge and the cleaning of service rooms on a ward are

the responsibility of the Housekeeping Department and the employees assigned to it and not the responsibility of nursing personnel.

C. The dispensing of drugs and the delivery of drugs to the ward is the responsibility of the Pharmacy Department and the employees assigned to it and not the responsibility of nursing personnel.

The City agrees to properly implement the above definition of functions and responsibilities of various departments by the adoption of suitable policies and job descriptions so that the nursing personnel listed above can be fully utilized in providing nursing care.

The Parties further agree that adequate auxiliary personnel must be employed on all shifts, seven days a week to fully staff existing positions in order to provide safe and adequate nursing care and to make maximum utilization of the training and competencies of all nursing personnel.

ARTICLE V - Professional Negotiation Procedure

A. It is contemplated that in addition to annual salary and economic issues, matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party to the other. The parties recognize that this may include proposals for improving the quality of nursing care at Highland Park General Hospital initiated by the MNA which arise because of the professional orientation and education of nurses and the leadership role which they play in the providing of nursing care.

B. The Parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the City. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Highland Park City Council or its delegated representative and by a majority of the membership of the Highland Park General Hospital Registered Professional Nurses' Committee with the approval of the MNA, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to such ultimate ratification by both parties.

D. In the event the parties reach an impasse in any such negotiations and are unable to reach agreement, either in the annual establishment of salaries and economic issues or on other proposals which may arise, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

E. Any agreements so negotiated shall apply to all registered professional nurses at Highland Park General Hospital and shall be reduced to writing and signed by the authorized representatives of the City and the MNA.

F. The City agrees that Association members engaged during their work shift in negotiations on behalf of the Association with the City during the term of this Agreement shall be entitled to released time, as needed, without loss of salary; provided, the Association agrees to meet for purposes of negotiations on off-duty time at least to the same extent as on released time.

G. The released time herein referred to shall be for a maximum of three nurses representing the Association. Exceptions to this limit may be permitted under special circumstances.

ARTICLE VI - Salaries

The parties agree that salaries should be a matter of annual review by the parties involved and that on February 1 of each year hereafter they will commence negotiations with regard to salary schedule and allied issues for the fiscal year to commence the following July 1.

The parties further agree that following negotiations which preceeded the execution of this agreement the salary schedules for registered professional nurses for the fiscal year July 1, 1966 through June 30, 1967 shall be as follows:

<u>TITLE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>
Staff Nurse	6484.40 (annual) (540.36) (monthly)	6702.80 (558.56)	6926.40 (577.20)
Staff Nurse in Charge	7529.60 (627.46)		
	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>
Head Nurse	7633.60 (636.15)	7872.80 (656.06)	8205.60 (683.80)
Ass't. Dir. Sch. of Nrs.	9391.20 (782.60)	9599.20 (799.93)	9984.00 (832.00)
Ass't. Dir. Nursing Serv.	9391.20 (782.60)	9599.20 (799.93)	9984.00 (832.00)
Dir. Employee Health Serv.	7633.60 (636.15)	7872.80 (656.06)	8205.60 (683.80)
Director of Nursing	11,003.20 (916.93)		
Nurse Adm. Supvr.	8777.60 (731.46)	9110.40 (759.20)	9474.40 (789.53)
Nurse Ass't. Inst. W/BS	8060.00 (671.66)	8257.60 (688.13)	8663.20 (721.93)
Nurse Dept. Supvr.	7654.40 (637.86)	7987.20 (665.60)	8330.40 (694.20)
Nurse Dept. Supvr. W/BS	7841.60 (653.46)	8184.80 (682.06)	8528.00 (710.66)
Nurse Inst. W/BS	8257.60 (688.13)	8455.20 (704.60)	8871.20 (739.26)
Nurse Inst. W/MS	8996.00 (749.66)	9193.60 (766.13)	9609.60 (800.80)

As general guiding principles, the parties agree:

A. That salary schedules shall be based on an eight-hour day and five day week.

B. That salary schedules shall contain not less than three annual steps and that the City's longevity pay schedule as established by Charter shall take effect for the year following which a nurse reaches the top step of the salary schedule.

C. That an additional flat sum per month shall be added to the salary of a registered professional nurse who has a baccalaureate degree with a major in nursing.

D. That the sum of \$5.00 per eight-hour shift shall be added to the sum established by the salary schedule for work on Saturday or Sunday and that this sum shall be considered the base rate for work on Saturday or Sunday.

E. A nurse who, upon request, temporarily assumes the duties and responsibilities of a position of greater than her normal responsibility which is classified on a higher salary schedule, shall be paid at the higher salary schedule rate during the period of temporary service.

F. A person designated as the charge nurse and who assumes the responsibility of a given nursing unit on any of the three shifts shall receive charge nurse pay regardless of her level of experience or place on the salary schedule.

G. All newly employed nurses shall be placed on the salary schedule in accordance with their experience up to the third year level. Salary schedule placement of all newly-employed nurses shall be approved by the City Personnel Director.

H. Nurses employed on Temporary Permits pending Michigan registration shall work at the first step of the salary schedule until fully registered at which time they shall be placed on the salary schedule as provided above for newly-employed nurses.

ARTICLE VII - Overtime Provisions

A. A nurse working more than eight hours in any twenty-four hour period shall receive time and one-half for all hours worked over eight, irrespective of the total number of hours worked that week.

B. A nurse working more than 40 hours in a work week shall receive time and one-half pay for all hours exceeding 40. When weekly overtime includes work on Sunday or holiday, the Sunday or holiday hours shall receive double time pay. If a nurse qualifies for overtime pay under this provision and also has qualified for daily overtime pay as described in paragraph A above, the daily overtime earned shall be computed at double the regular pay up to the number of hours of weekly overtime earned, and the remainder of any weekly overtime shall be paid at one and one-half times the regular rate.

C. Where emergency conditions require that a nurse work two consecutive eight hour shifts, she shall be paid double time for the second eight hour shift, irrespective of the total number of hours worked that week.

D. Where a nurse has qualified for double time pay for working two consecutive shifts, and also has worked more than 40 hours in the work week, she shall receive the double time pay for the two consecutive shifts and the remainder of her weekly salary shall be computed without regard to the hours worked at double time.

E. No nurse should be required to work more than seven consecutive days without a day off. Wherever scheduling makes it possible, she should

have two consecutive days off. If emergency conditions require scheduling a nurse for more than seven consecutive days work, she shall be paid at the rate of one and one-half times the salary she would otherwise have received for the eighth, ninth and each subsequent consecutive day worked without at least one day off. If work on any such consecutive day more than seven would otherwise qualify the nurse for time and one-half pay, she shall be compensated for any such day at a double time rate.

F. The parties agree that the morale of nurses requires that they have at least two weekends off each month. Where emergency conditions require that a nurse be scheduled so that she does not have two free weekends in a month, she shall be compensated separately and apart from the computation of her weekly salary in a sum equal to one-half of her base pay for the time worked which reduced her free weekends below two. To receive such compensation the nurse shall, during the month following, file with the Hospital Administrator on a form prepared by the City and approved by MNA a report setting forth the times worked on weekends during the previous calendar month and the weekends not worked, and specifying the hours worked which reduced her free weekends below two. The Personnel Department shall arrange for the additional payment of a sum equal to one-half of the nurse's base pay for those hours.

ARTICLE VIII - Part-Time Employees

A. All newly employed part-time registered professional nurses will be placed on the starting salary schedule. Advancement to a higher step will be effective upon completion of an equivalent number of hours worked at Highland Park General Hospital as required of a full-time nurse.

B. Part-time nurses who transfer to full-time will be advanced to the salary level appropriate to their nursing experience, being given credit for experience elsewhere up to starting at the third step plus

prior employment at Highland Park General Hospital.

C. Full-time registered professional nurses who transfer to part-time will be placed on the salary level commensurate with the number of years completed in employment at Highland Park General Hospital.

D. Part-time registered professional nurses will be required to work a minimum of one (1) weekend per month.

E. Part-time registered professional nurses will be granted fringe benefits such as vacation time, insurance benefits, sick leave and holidays on a pro-rated basis.

ARTICLE IX - Longevity Payments

In addition to any other compensation, the City will pay to each nurse for each five years of uninterrupted service (10,400 hours) an annual longevity bonus of \$52.00. Payments shall be made semi-annually under the following schedule:

	<u>Total</u>	<u>Semi-annual payments</u>
5 years	\$ 52.00	\$ 26.00
10 years	104.00	52.00
15 years	156.00	78.00
20 years	208.00	104.00
25 years	260.00	130.00
30 years	312.00	156.00

ARTICLE X - Health and Life Insurance Coverage

A. The City shall provide without cost to each nurse employed on a full-time basis comprehensive hospitalization, medical and surgical protection to the nurse and her immediate family under the Michigan Medical Service Blue Cross and Blue Shield plans with the hospitalization to cover semi-private hospital care. The City shall provide each employee with the necessary forms and shall process them.

B. The City shall provide without cost to each employee life insurance protection which shall be paid to the nurse's designated

beneficiary the sum of \$2,000 upon death, and in the event that death of the nurse results from performance of her duties the sum paid shall be \$4,000.

ARTICLE XI - Sick Leave, Personal Leave

A. Sick leave shall be granted with pay to employees in accordance with the City's rules at the rate on one and one-half days for each calendar month of service on an annual basis; provided that an additional fifteen (15) days sick leave with pay in each fiscal year may be granted by the appointing authority where in his or her opinion sickness or other satisfactory reasons are of such a nature as to justify such additional time. Employees are not eligible for sick leave with pay before completing six (6) months of employment.

B. Sick leave shall be cumulative from year to year without limitation.

C. If not more than five (5) days of sick leave have been used during the fiscal year, an additional three (3) vacation days will be granted upon the nurse's request.

D. Employees calling in ill must give the address where they may be reached so that the Visiting Nurse may call on them.

E. In addition to personal illness or injury, sick leave with pay may be utilized for the following purposes:

1. One (1) day when emergency illness or injury in the family requires a nurse to make arrangements for necessary medical and nursing care.
2. A maximum of five (5) days per fiscal year for a critical illness in the immediate family.
3. A maximum of five (5) days per fiscal year for a death in the immediate family or household. Further death leave may be granted at the discretion of the City.

4. A maximum of two (2) days per fiscal year for personal, legal, business, household or family matters which require absence during the assigned work period. Applications for "personal leave" shall be made at least twenty-four (24) hours before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that she is taking it under this Section.

F. If a nurse dies while in the employ of the City, her estate shall be paid for all accumulated unused sick leave days at the daily rate which she was receiving at the time of death.

G. 1. If a nurse has completed ten (10) or more years of service at the Highland Park General Hospital, she shall be paid for one-half of all accumulated unused sick days up to a maximum of fifty (50) days at her then current per diem rate if she terminates her employment under either of the following circumstances:

- a. Voluntary retirement under the provisions of the City's Retirement program.
- b. Forced retirement, prior to regular retirement age, for health reasons.

2. If after receiving a payment under this provision, a former employee resumes employment at the Highland Park General Hospital and again becomes eligible for payments hereunder, payments previously made shall be deducted from any subsequent payments to which she may become entitled.

H. Employees are expected to use sick leave only for the purposes herein provided. The City reserves the right to require a nurse to submit to physical or mental examinations by appropriate specialists to determine if sick leave is warranted and also reserves the right to request the resignation of an employee who is repeatedly absent due to illness or other reasons so that the position may be filled.

ARTICLE XII - Holidays

The following holidays are recognized by the City:

New Year's Day	Thanksgiving Day
Lincoln's Birthday	Christmas Day
Washington's Birthday	One-half day before Christmas
Independence Day	One-half day before New Year's
Labor Day	Veterans Day

All nurses shall receive the aforesaid holidays with pay. Those nurses who are required to work on the aforesaid holidays shall be paid at the rate of twice the regular rate of compensation, with the exception of Veteran's Day, Lincoln's Birthday, Washington's Birthday, one-half day before Christmas and one-half day before New Year's Day for which the City shall have the choice of either providing compensatory time off for the number of hours worked or else paying time and one-half.

ARTICLE XIII - Vacations

A. Length of Vacations:

Nurse employees shall receive two service weeks vacation with pay after one (1) year of employment; three (3) weeks vacation with pay after three (3) years of employment and four (4) weeks vacation with pay after five years of employment.

B. Terminal Vacation Pay

Nurses who have been employed continuously for a period of six months or more shall receive vacation pay at the time employment terminates. The nurse shall receive payment for the proportionate share (1/12) of her

annual vacation for each full month worked.

ARTICLE XIV - Health Program

Newly appointed registered professional nurses will be given a medical examination by a hospital physician without charge. This will include:

- a. A general physical examination
- b. X-ray of chest
- c. Blood Kahn, Hemoglobin and urinalysis
- d. Complete Blood count
- e. Blood pressure, pulse & respiration
- f. O.T. Test
- g. Vaccination & immunization service at nominal or no charge plus other services presently provided by the Employee Health Service.

Physical examinations and chest X-rays shall also be provided annually without cost, on or about the time of the nurse's anniversary date. The nurse shall be given a report of each of her examinations.

If a nurse elects to have her annual physical examination by her personal physician, she may do this at her own expense.

ARTICLE XV - In-Staff Promotions, Evaluations

A newly appointed nurse should have an evaluation of her work performance from her immediate supervisor six (6) months following employment, and annually thereafter. Nurses on staff, who demonstrate potential ability and aptitude for positions of increased responsibility, shall be given every possible consideration for promotion when vacancies occur. Preference for promotion will be given to nurses on staff who already meet the educational qualifications.

If a nurse is not fully qualified for the higher position at the time of her appointment to it, she shall work toward attaining the educational qualifications in a regular, systematic manner.

ARTICLE XVI -- Grievance Procedure

A. Definitions

1. A "grievance" 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 a violation, misinterpretation, or inequitable application of established policy or any provisions of this Agreement
2. An "aggrieved person" shall mean the person or persons making the complaint, either individually or through the MNA.
3. A "Party in Interest" shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. The term "days" shall mean calendar days unless otherwise indicated.

B. General Principles

1. The primary purpose of the procedure set forth in this Article is to secure, at the earliest level possible, equitable solutions to complaints or grievances of nurses or groups of nurses. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.
2. It shall be the firm policy of the City and its subdivisions to assure to every nurse an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to her professional status.
3. Nothing contained herein shall be construed to prevent any individual nurse from presenting a grievance and having the grievance adjusted without intervention of the Association,

if the adjustment is not inconsistent with the terms of this Agreement; provided, that the Association has been given the opportunity to be present at such adjustment. The City further agrees to provide immediately to the Association a copy of all written grievances lodged and decisions rendered relative to these grievances, together with supporting reasons for the decisions.

4. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed a waiver of any further appeal concerning the particular grievance; provided, however, in the event that new facts are obtained which were not previously known to her but which, if they had been known, might have influenced the disposition of the grievance, the presentation of such information to the parties in interest shall constitute grounds to reopen the grievance procedure at that level at which it had been terminated; provided, further, in the event a decision has been rendered in a grievance and the decision has not been implemented or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to reopen the grievance at the level at which it had been terminated.

5. The Association shall be represented in the grievance procedure by a Professional Rights and Responsibilities Committee composed of members of the Highland Park General Hospital Registered Professional Nurses' Committee the membership of which shall be made known to the City and which shall

be empowered to process grievances through all levels of the procedure herein set forth; provided, however, that either the Committee or the City may request the participation of a representative of the MNA state office at level _____ or above.

6. At any level the failure of the City's representative to communicate a decision to the nurse within the specified time limits shall permit the nurse and/or the Professional Rights and Responsibilities Committee to proceed to the next level.

7. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved person, the Association and the City to hold proceedings during regular working hours, a nurse participating in any level of the grievance procedure, including mediation, on her own behalf, or on behalf of the Association, with any representative of the City, shall be released from assigned duties without loss of salary.

8. Grievances shall be processed as rapidly as possible. The time limits provided at each level shall be considered as maximum and every effort shall be made to expedite the process. Time limits, however, may be extended when mutually agreed upon in writing.

9. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents that have been approved by the City and the Professional Rights and Responsibilities Committee shall be printed and

given appropriate distribution by the City.

10. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

C. Procedure

1. Level One

A nurse with a grievance shall first discuss it with her immediate superior, either individually, with or through the Professional Rights and Responsibilities (hereinafter referred to as the PR & R Committee) with the objective of resolving the matter informally.

2. Level Two

If the person believing herself aggrieved is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within five (5) days after presentation of the grievance,

(to be completed later)

ARTICLE XVII - Termination of Employment

A. At least two (2) weeks written notice of termination of employment shall be given by general duty nurses. At least four (4) weeks written notice of termination of employment shall be given by all other nurses holding supervisory or teaching positions.

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

ARTICLE XVIII - Use of Hospital Facilities

The Association, acting through the Nurses' Committee, shall have the right to use available rooms at the Highland Park General Hospital for professional meetings. Requests for the use of meeting rooms shall be made in advance through the Hospital Director.

The Association shall have the right to use hospital bulletin boards to announce meetings, either local, regional or state, and to otherwise inform its members of matters of professional interest.

The Association shall, upon making appropriate arrangements through the Hospital Administrator, have the right to use other hospital equipment for Association activities. The Association shall upon billing by the City or Hospital pay the exact cost of equipment or supplies used.

ARTICLE XIX - Strikes

The Association will not engage in or sanction strikes by the registered professional nurses during the term of this agreement.

Except as otherwise expressly provided herein, all privileges and benefits which nurses have hitherto enjoyed shall be maintained and continued by the City during the term of this Agreement.

ARTICLE XXI - Non-Discrimination

The City, either in hiring, 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, or membership or activity on behalf of the Association.

ARTICLE XXII - Term of Agreement

This agreement shall be effective when signed by the Parties and countersigned by the MNA Legal Counsel and shall continue in effect for a

period ending June 30, 1969.

Should any provision of this agreement be determined to be in conflict with the Constitution of the United States or the State of Michigan, the Laws of the State of Michigan or the Charter of the City of Highland Park, that provision shall be null and void and the remaining provisions shall remain in full force and effect.

Any supplementary agreement which is reduced to writing and signed by the parties shall become and be part of this agreement without changing any other terms of the agreement. This agreement shall be binding upon the parties hereto and their successors for the City and the Association.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives this _____ day of June, 1966.

CITY OF HIGHLAND PARK, MICHIGAN

By _____

MICHIGAN NURSES ASSOCIATION

By _____

By _____

Countersigned: June____, 1966

Thomas C. Walsh, MNA Legal Counsel

50/6-6-66/RTH:rc