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9/25/98

AGREEMENT
BETWEEN

HOSPITAL EMPLOYEES DIVISION OF LOCAL 79
SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

AND

RIVERSIDE OSTEOPATHIC HOSPITAL
(Licensed Practical Nurses)

**TERM: September 26, 1995
THROUGH: September 25, 1998**

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AGREEMENT

This Agreement, made and entered into by and between the LICENSED PRACTICAL NURSES EMPLOYEES DIVISION OF LOCAL 79, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter designated as the "Union", and the RIVERSIDE OSTEOPATHIC HOSPITAL, hereinafter designated as the "Hospital".

WITNESSETH: That Whereas, the parties hereto desire to regulate mutual relations between the Hospital and the Union with the view to securing harmonious cooperation between the Hospital and the Union and averting disputes.

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 Union in its capacity as representative of the employees, so as to serve the best interest of the parties and the community.

Both parties recognize that it is to their mutual advantage, and essential for the welfare of the patients to have efficient and uninterrupted operation of the Hospital. The purpose of this Agreement is to establish a harmonious and constructive relationship between the parties.

To these ends the Hospital and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree with each other as follows:

ARTICLE I - RECOGNITION AND UNION SECURITY

SECTION 1. The Hospital recognizes the Union as the exclusive bargaining agent for purposes of collective bargaining with respect to wages, hours of work and conditions of employment, including working conditions affecting all employees in the bargaining unit described as:

All full-time and part-time Licensed Practical nurses, including graduate nurses, employed by the Hospital, at its facility located at 150 Truax, Trenton, Michigan; (but excluding the Administrator of Patient Care, In-Service Instructors, Patient Care Directors, Nursing Supervisors, all technical employees, managerial employees, confidential employees, clerical employees, guards and supervisors as defined in the Act).

Persons who are awaiting Michigan licensure and who are employed as nurses in the

unit described above or employed under a temporary permit issued by the Michigan Board of Nursing shall be included under this Agreement for the period covered by the temporary permit.

SECTION 2. It shall be a condition of employment that all Licensed Practical Nurses of the Hospital covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. All Licensed Practical Nurses, who are not members on the effective date of this Agreement, shall, on the ninetieth (90th) calendar day following the effective date of this Agreement, become and remain members in good standing in the Union, or as soon thereafter as the Licensed Practical Nurse shall have been employed for ninety (90) calendar days. It shall also be a condition of employment that all Licensed Practical Nurses covered by this Agreement and hired on or after its effective date shall, on the ninetieth (90th) calendar day following the beginning of such employment, become and remain members in good standing in the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members. In the event a Licensed Practical Nurse covered by this Agreement shall refuse and fail to become a Union member, the Hospital shall terminate said License Practical Nurses' employment.

(a) Any Licensed Practical Nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union, as a condition of employment. Such Licensed Practical Nurse shall, in lieu of periodic dues and initiation fees, pay sums equal to such dues and initiation fees to one of the following charitable organizations:

- 1) Children's Leukemia Foundation of Michigan
- 2) Michigan Cancer Society
- 3) Service Employees International Union Scholarship Fund

Such contributions will be remitted directly to one of the nonreligious charitable funds by the Licensed Practical Nurse. Proof of remittance will be furnished by the Licensed Practical Nurse to the Union within ninety (90) days.

ARTICLE II - CHECK-OFF

SECTION 1. The Hospital will deduct from the first pay of each month the Union dues, initiation fees and other assessments of each Licensed Practical Nurse covered by this Agreement, who has completed the probationary period, from whom the Hospital has signed authorizations.

SECTION 2. The Hospital will furnish to the Union on a regular basis the names, addresses, and social security numbers of all Licensed Practical Nurses who are hired after the effective date of this Agreement, who are terminated after the effective date of this Agreement, or who go on leave of absence during the term of this Agreement. The Hospital will, also, when it remits the dues as required by this article, set forth the names and social security numbers of the employees for whom the dues have been deducted and are remitted.

The Hospital will provide a telephone number of a bargaining unit nurse, upon request of the Union, provided the bargaining unit nurse has not requested confidentiality of such number.

SECTION 3. The Union will give the Hospital at least thirty (30) days advance notice of any change in the amount of dues to be deducted pursuant to this Article.

SECTION 4. The Union will indemnify the Hospital and hold it harmless against any loss or claim for damages resulting from the payment to the Union of any sums deducted under this Article or resulting from the termination of any nurse pursuant to the provisions of Article I, Section 2, hereof, and in the event any action or claim is commenced against the Hospital to recover from it in connection with such matters, the Union shall intervene and defend such action or claims.

SECTION 5. Committee on Political Education (COPE)

The Hospital agrees to add COPE as a payroll deduction for employees who wish to contribute part of their earnings to the fund.

Effective July 1990 the employer hereby agrees to honor contribution deduction authorizations from its employees who are Union members in the following form:

I hereby authorize the Hospital to deduct from my pay the sum of _____ from each of my regular paychecks and to forward that amount to the S.E.I.U. COPE PCC. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the S.E.I.U. COPE PCC are not conditions of membership in the Union or of employment with the Hospital and that the S.E.I.U. COPE PCC will use the money it receives to make political contributions and expenditures in connection with federal, state

and local elections.

ARTICLE III - HOSPITAL RIGHTS AND RESPONSIBILITY

SECTION 1. Hospital Rights and Responsibility The Hospital management shall have the sole and exclusive right to manage and operate its facility, including, but not limited to all operations, activities and the direction of its working force of employees, with the right to hire, suspend, discipline, discharge for cause, promote, demote, assign, transfer, layoff, recall or relieve employees from duty for legitimate reasons, and to maintain discipline and efficiency among employees, to decide the number of employees needed for efficient, proper and safe patient care, to establish policies and procedures, to determine the type and scope of services to be furnished to patients and the nature of the facilities to be operated, to establish schedules of operation and to determine the methods, procedures, and means of providing services to patients. Management shall also have the right to introduce new or improved working methods or facilities.

SECTION 2. Nothing in the above provision is intended to limit any other rights of the Hospital not specifically and expressly covered; provided that in the exercise of any of the above rights, the Hospital shall not exercise such rights contrary to the provisions of this Agreement.

SECTION 3. Rules The Hospital shall have the right to promulgate from time to time, and to enforce, reasonable rules and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the Hospital, so long as they are not inconsistent herewith. Any nurse who violates or fails to comply therewith shall be subject to discipline or discharge subject to the grievance procedure. Such rules shall be posted and a copy provided to the Union and each steward.

ARTICLE IV - NO-STRIKE/NO LOCKOUT

During the term of this Agreement, nurses covered by this Agreement agree that they will not, either directly or indirectly, take part in or cause or attempt to cause any strike of any sort whatsoever, either complete or partial, against the Hospital. Furthermore, they shall not engage directly or indirectly, in any complete or partial stoppage of work, boycott, demonstration, picketing, refusal to do reasonably assigned work or interference of any sort whatsoever with any of the normal operations of the Hospital, or in any conduct which causes or results in such interference. Any nurse who

engages in any such prohibited conduct shall be subject to discipline or discharge, and the Union shall have recourse to the grievance procedure.

The Union agrees that neither it, nor any of its representatives or members, shall, either directly or indirectly, authorize, permit, assist, encourage, condone, defend or in any way participate in or lend support to any of the conduct which is prohibited by this section; and the Union further agrees that it will use its best efforts to prevent any of the prohibited conduct.

The Hospital agrees that it will not lockout its nurses during the term of this Agreement.

ARTICLE V - REPRESENTATION

SECTION 1. Negotiating Committee The nurses will be represented in negotiations by a Negotiating Committee not exceeding two (2) nurses. Two members of the Negotiating Committee will be paid up to a maximum of 192 total hours for time lost to negotiate. After 192 hours, the Committee will not be paid for time lost to negotiate, but will be credited with eight (8) hours for each day spent in negotiations with the Hospital toward accrual of sickness and accident benefits, vacation accrual, and accrual of sick/personal days, if they are otherwise eligible for such benefits.

SECTION 2. Stewards Nurses covered by this Agreement shall be represented in the grievance procedure by a steward designated by the Union. Stewards will be nurses in the bargaining unit and their selection will be in any manner determined by the Union. The Hospital will recognize one (1) steward on the day shift, one (1) steward on the afternoon shift, and one (1) steward on the midnight shift. Steward may be present at request of Nurse to be disciplined when discipline is given to that Nurse. The Union may also designate an alternate steward for the day shift, afternoon shift and midnight shift to act only in the absence or unavailability of a steward. The Hospital agrees to compensate stewards at their regular hourly rate or overtime rate, if applicable, for time spent in grievance meetings held pursuant to Article VI, Section 1, Steps 1 to 4, inclusive. In the event a nurse wishes to meet with her steward in connection with the grievance procedure, the nurse shall notify the nurse's immediate supervisor and the supervisor in turn will notify the steward that the steward's presence is required in connection with the processing of a grievance. After a nurse requests her steward, there shall be no further discussion of the matter until the steward is present. Steward may be present at request of nurse to be disciplined when discipline is given to that nurse. Upon the stewards arrival, the steward and the nurse shall have an opportunity to confer privately about the matter. The steward, the nurse and the supervisor shall then discuss the matter. A steward will be released from regular job duties as promptly as is practicable without unduly interrupting patient care for the investigation and processing of grievances. A steward will not leave an assigned job or work station for a grievance meeting without first securing permission from the steward's immediate

supervisor, which permission will not be unreasonably withheld. The steward shall report to the steward's immediate supervisor when returning from a grievance meeting.

SECTION 3. The Union will furnish the Hospital with the names of the members of the Negotiating Committee and Stewards. The Hospital will only recognize those nurses so designated by the Union.

ARTICLE VI - GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be deemed to exist whenever there develops a disagreement between the Hospital and one or more of the nurses represented by the Union as to the interpretation or application of a specific provision of this Agreement, any and all disciplinary action taken by the Hospital and any question or dispute involving conditions of employment. The Union shall have the right to file a group grievance as to a matter involving more than one (1) Licensed Practical Nurse, in which case such grievance shall be filed at Step 2 of the grievance procedure within five (5) days of the time the nurses knew or reasonably should have known of the occurrence of the event giving rise to such grievance. Grievances shall be processed in accordance with the following procedure:

Step 1. A nurse having a grievance shall verbally present it to his/her immediate supervisor. The nurse may be accompanied by his/her steward if he/she so desires. The immediate supervisor shall discuss the grievance within the next 24 hours and give his/her decision to the nurse within three (3) days following such discussion.

Step 2. A nurse having a grievance shall reduce it to writing briefly describing the nature of the grievance and citing the section of the agreement allegedly violated, and present it to the Administrator of Patient Care within five (5) days of the time the nurse or nurses reasonably should have known of the occurrence of the event leading to the grievance. The Administrator of Patient Care shall meet with the nurse and the nurse's steward to discuss the grievance within five (5) days. Nursing administration, nurse manager, or department manager (as the case may be) shall give a written answer to the grievance to the nurse and nurse's steward within **five (5)** days following its discussion.

The Hospital will deliver an answer to the grievant if at work and to the Union in the following order of priority until one is served: Steward, if working; Alternate Steward if working; and other steward.

If the grievance is not satisfactorily settled at Step 2, the Nurse shall within five (5) days of receipt of the Step 2 answer, request in writing that grievance be moved to Step 3.

Step 3. Grievances appealed to Step 3 of the grievance procedure will be discussed at

a meeting attended by the Nurse, the Nurse's steward and the Union Business Agent, if available and the Hospital's Director of Human Resources or designee within five (5) days of the date the grievance is advanced to Step 3. The Hospital will give its Step 3 answer in writing within **five (5)** days following the Step 3 meeting to the Nurse, the Nurse's steward and the Union Business Agent. The Hospital will deliver the answers to grievant, if at work, and the Union in the following order of priority until one is served: Steward if working, Alternate Steward if working, any other steward. If the grievance is not settled at Step 3, the Union shall, within two (2) days following receipt of the Step 3 answer, request in writing that the grievance is moved to Step 4 of the grievance procedure.

Step 4. Grievances at Step 4 shall be discussed at a meeting attended by the nurse, the nurse's steward and the Union Business Agent and the Hospital's Vice President or designee at a mutually agreed upon time. The Hospital will give its Step 4 answer within **five (5)** days of the Step 4 meeting to the Union Business Agent with a copy to the nurse and steward. If the grievance is not satisfactorily settled at Step 4, the Union may within thirty (30) days of receipt of the Hospital's Step 4 answer, request that the grievance be submitted to arbitration.

The Steward may request a meeting with a member of Management. Request will be written and designate subject to be discussed. The meeting will be held within three (3) work days.

The Hospital will deliver answer to grievant if at work and to Union in following order of priority until one is served: Steward, if working; Alternate Steward if working; any other Steward.

SECTION 2. Grievances properly submitted to arbitration shall be processed in accordance with the following procedure:

- (a) Representatives of the Hospital and the Union will within five (5) days of the Union's request for arbitration attempt to agree upon an arbitrator to hear such grievance. If the parties are unable to agree upon an arbitrator, or, if five (5) days elapse without any attempt to mutually agree upon an arbitrator, the arbitrator shall then be selected in accordance with the following procedure:

The Union shall file within ten (10) days after the expiration of the five (5) day period referred to above a demand for arbitration with the American Arbitration Association and thereafter, the matter shall be processed in accordance with the voluntary labor arbitration rules of the American Arbitration Association then in force and effect.

- (b) The fees and expenses of the arbitrator shall be shared equally by the Hospital and the Union. Each party shall be responsible for its own expenses, if any, in connection with an arbitration proceeding.
- (c) The decision of the arbitrator shall be final and binding on the Hospital, the Union and the nurse or nurses involved in the grievance. The award of the arbitrator shall be enforceable in accordance with applicable law.
- (d) The jurisdiction of the arbitrator shall be limited to grievances timely filed and processed in accordance with the foregoing grievance procedure. The arbitrator shall have no jurisdiction to add to, take from, modify, amend, alter or disregard any of the terms of this Agreement. The arbitrator shall have no jurisdiction to rule in connection with any matters relating to the Retirement Plan, Life Insurance Plan, Medical, Surgical or Hospital Plan, Dental Plan or Vision Care Plan, except to require the Hospital to provide such plans and to pay the premiums therefor in accordance with the terms of this Agreement.

Insurance complaints will be referred first to the Human Resources Department for resolution and if the response is not satisfactory then to a Committee consisting of the Director of Human Resources and one (1) per designated by the Union.

- (e) A grievance concerning a discharge, suspension or involuntary layoff may be initiated at Step 2 of the grievance procedure within five (5) days following the occurrence of the event giving rise to such grievance.

SECTION 3.

- (a) No matter shall be considered a grievance unless it has been reduced to writing at Step 1 of the Grievance Procedure within the time limits specified.
- (b) Timely presented grievances must be processed through each Step of the Grievance Procedure within the time limits identified at each Step.
- (c) Failure by the grievant or Union to process the grievance in a timely manner, shall cause the grievance to be regarded as settled on the basis of the Hospital's last answer.
- (d) The grievance shall be deemed settled on the basis of the relief requested in the case of the Hospital's failure to timely submit answers to such grievances.
- (e) The time limits of any Step of the Grievance Procedure may be extended by mutual agreement. Any disposition of a grievance reached between the Hospital and the Union under Steps 1 to 3 inclusive, of the Grievance Procedure shall be final and binding upon the Hospital and the Union and the Nurse or Nurses

involved.

SECTION 4. No claim for back wages shall exceed the amount of wages the nurse would otherwise have earned at the nurse's regular rate of pay, including any applicable premium pay lost and/or shift differential, less any compensation received during the period of time in question including unemployment compensation benefits.

SECTION 5. The Hospital will provide the Union with the names of the Administrator, Patient Care Directors and Supervisors of Patient Care, Human Resources Director, Vice President or their designees who are authorized by the Hospital to act on its behalf in the grievance procedure outlined above. The Hospital shall promptly inform the Union and Stewards in writing of any changes of such names as they occur.

SECTION 6. The word "day" as used in this Article relating to the grievance procedure shall mean Monday, Tuesday, Wednesday, Thursday or Friday and shall exclude Saturdays, Sundays and any holidays listed in Article XIV of this Agreement. Whenever action is required within a specified number of days in this grievance procedure, the day a meeting occurred or an answer is received or a grievance is appealed to the next step of the grievance procedure shall not be counted. At Step 2 of the grievance procedure the filing of the grievance answers given to the grievance and appeals to the next step of the grievance shall be by personal delivery with the date and time of the action noted on the grievance. At Steps 3 and 4 of the grievance procedure, including any appeal to arbitration, answers and appeals to said steps of the grievance procedure shall be by certified mail, return receipt-requested. The day of receipt shall not be counted as part of the time limits of the grievance procedure.

The Hospital will deliver an answer to the grievant if at work and to the Union in the following order of priority until one is served: Steward, if working, Alternate Steward, if working, any other Steward.

ARTICLE VII - SENIORITY

SECTION 1. Seniority Defined Seniority is defined as all period of service at the Hospital in a Licensed Practical Nurse classification covered by the union contract. Nurses shall be given credit for all service at the Hospital regardless of classification for benefit levels only. Full-time and Part-time nurses within the bargaining unit shall be placed on the same seniority list without regard to employment status.

SECTION 2. Probationary Period All nurses shall be considered probationary nurses until they have been employed for a total of ninety (90) calendar days. At the end of the probationary period, such nurses's name shall be entered upon the seniority list as of the date of last hire. During the probationary period, the Hospital shall be the sole judge of acceptance of the nurse and within that period a probationary nurse may be

transferred, reclassified, laid off or have his/her employment terminated and no grievance shall arise from such action.

SECTION 3. Termination of Seniority A nurse's seniority and employment shall be terminated for any of the following reasons:

- (a) the nurse quits;
- (b) the nurse retires under the Hospital's Retirement Plan;
- (c) the nurse does not report for work on a recall from layoff within three (3) calendar days after being notified by the Hospital to report by certified mail, return receipt requested, except under extenuating circumstances to be defined by the Hospital and the Union at the time the point is at issue;
- (d) the nurse is discharged for just cause;
- (e) the nurse fails to return to work at the expiration of an approved leave of absence granted under this Agreement, except for extenuating circumstances;
- (f) the nurse fails to report for work for three (3) consecutive scheduled work days without notifying the Hospital unless it was impossible to give such notice in which case such notice shall be given as soon as reasonably possible and shall indicate the expected length of such absence;
- (g) the nurse falsifies a material fact on the nurse's application for employment, provided such falsification is discovered within one (1) year of employment;
- (h) the nurse obtains a leave of absence under false pretenses or works for another Hospital during an approved leave of absence without the written permission of the Hospital;
- (i) the nurse is laid off for a continuous period of three (3) years or the length of a nurse's seniority at the date of such layoff whichever is greater.
- (j) the nurse's license is revoked.

SECTION 4. The Hospital shall provide the Union with a complete seniority list as of the effective date of this Agreement and said seniority list shall be brought up to date by the Hospital upon request. The Hospital shall provide Stewards and Alternates with a copy of the seniority list. The seniority list will set forth the name of the nurse, the nurse's status, wage rate, social security number and department number.

SECTION 5. Reduction of Work Force In the event the Hospital determines that it is necessary to reduce the number of nurses in a department or unit, the following

procedure will be used:

Hospital will give the Union two (2) weeks notice provided the Hospital has two (2) weeks notice. Information provided to the Union will be treated as confidential other than the date of reduction of work force.

- (a) The Hospital will determine the number of nurses to be removed from the department or unit and the shift or shifts on which the reduction is to occur. Layoff will be by shift within the department or unit affected.
- (b) Nurses affected by the layoff can exercise seniority within the bargaining unit as follows:
 - (i) The nurse may exercise seniority within the department or unit in which the nurse is then working on a different shift and remove the least senior nurse then working on the shift selected; or
 - (ii) The nurse may exercise seniority in any other department or unit within the bargaining unit on the same shift or different shift and remove the least senior nurse then working on the selected shift in the selected department or unit.
 - (iii) A nurse exercising seniority hereunder may elect to exercise seniority against a nurse holding the same status as the nurse exercising seniority (full-time, part-time, 64-hours, etc.) or may elect to change status (part-time to full-time, full-time to part-time, or greater or fewer hours and part-time) at the effective date of the layoff. In any case, the nurse exercising seniority must select the status desired and exercise seniority against the nurse in that status having the least seniority in the department or unit selected on the shift selected.
 - (iv) Nurses removed from a department or unit by a nurse with greater seniority under (i), (ii) or (iii) above, may exercise seniority, if possible, with the same options as are available under (i), (ii) or (iii) above.
- (c) All Nurses will be on a single seniority list with the nurse's seniority determined in accordance with Article VII, Section 1.
- (d) Nurses exercising seniority will take the place on the work schedule of the nurse who is replaced without regard to any of the restrictions or provisions of Article XII, Section 2, for the balance of that posted schedule.
- (e) Nurses notified of a removal from a department or unit or shift under the provisions of this section must inform Human Resources within forty-eight (48) hours, excluding weekends and holidays of choices which they wish to make

under (i), (ii) or (iii) above.

- (f) Nurses exercising seniority in a different department or unit under this section will have up to thirty (30) working days to demonstrate ability to do the work in a satisfactory manner. A nurse who cannot satisfactorily perform the work in the new department or unit will be laid off and will have no further right to exercise seniority until after recall to the bargaining unit.
- (g) Nurses laid off under (a) above shall be given a two (2) week written notice, including a seniority list by cost center, either in person or by certified mail, return receipt requested with the date of receipt being the date of notice, or two (2) weeks' pay in lieu of notice, or any combination thereof to meet this requirement. The Hospital will give written notice to the nurse and Union of the name or names of nurses laid off.
- (h) **A nurse in layoff status retains seniority rights for the length of time he is on the recall list. A nurse not actively working as a result of layoff/staff reduction will have his seniority date adjusted and will not earn or accrue benefits during such period of time. The nurse will be placed on the recall list by her seniority, status, unit and shift at the time of layoff. The nurse will be on the recall list for a period of one (1) year. The nurse shall have the option of extending his recall rights for two additional one (1) year periods not to exceed the length of service at the time of layoff in accordance with the following procedure: Management will after one (1) year of layoff send a written notice to the last known address of the nurse that the nurse's seniority will be terminated unless the nurse informs Management in writing that he wishes to have his name continued on the Hospital's seniority list. In the event the nurse fails to respond within fifteen (15) calendar days, his seniority shall be lost. A similar notice may be sent by the Hospital after two (2) years of layoff. Such notices by the Hospital and responses by the nurse shall be by Certified Mail, Return Receipt Requested.**

The most senior nurse on the recall list shall be notified of any postings. Should the most senior nurse on recall refuse recall back to their original status, unit and shift held at time of layoff, she will be removed from the recall list and be terminated.

The next most senior nurse would be notified and so on.

All notices of recall will be by phone and Certified Mail with Return Receipt requested.

A nurse on recall will be eligible to bid on any postings.

- (i) **Employees on medical leave of absence or Workers' Compensation Leave will not be included in their position for staff reduction purposes. Employees who return from their leave of absence will return to their former position in accordance with Article VIII, Section 12.**
- (j) In lieu of the procedure set forth in (b) through (g) of this section, the Hospital may effect a reduction of work force by use of low volume/census days or voluntary layoff in which case no advance notice is required.
 - (i) Low volume/census days, as used in this section, are defined as a specific number of days determined by the Hospital for which the nurse is relieved of previously scheduled work duties and is designed to enable the Hospital to make a temporary reduction in the number of nurses working in a department or unit on a seniority basis. Low volume/census days will be without pay unless the nurse voluntarily requests pay for such day by utilizing a vacation day, a sick/ personal day or a floating holiday, if available. A nurse accepting low volume/census days will be returned to work on the date agreed upon by the nurse and the Hospital at the time the nurse accepted low volume/census days.
 - (ii) Voluntary layoff, as used in this section, means that a nurse having seniority, as defined in this Agreement, voluntarily agrees to be laid off from the nurse's department or unit out of line of seniority. Nurses who accept a voluntary layoff will be recalled to work in accordance with the recall provisions of this Agreement.
- (k) Recall from layoff will be in the reverse order of layoff until the nurse is ultimately returned to the department or unit and shift held at the time of **layoff**.
- (l) Contingent/temporary nurses and non-bargaining unit nurses will not work while seniority nurses are laid off.
- (m) Full-time LPNs shall not be required to accept temporary or part-time work in order to retain their seniority. Part-time nurses shall not be required to accept full-time to retain their seniority.
- (n) In the event an LPN is laid off, the Hospital will offer subsequent work opportunities to the laid off LPN(s) and then to present LPNs prior to using a contingent or pool LPN, provided at time of layoff, the laid off LPN has indicated a desire to be called for such work opportunities.

SECTION 6. Shift and Unit Assignments All open positions in the bargaining unit which the Hospital wishes to fill shall be posted by the Hospital for five (5) calendar days, excluding Saturdays, Sundays and holidays. The posting shall state the shift, unit, holiday rotation, and whether the position is full-time or part-time. During such

posting period, nurses who wish to be considered for such opening shall submit their names in writing to the Human Resources Department. Selection shall be based upon seniority. The Hospital will prepare a list of the nursing skills which it deems necessary for each of the departments or units covered by this Agreement. A copy will be posted on the bulletin board and a copy will be given to the Union. The Hospital's Nursing Education Department will conduct the programs necessary to enable a nurse to improve and/or obtain nursing skills as set forth on such posting. Nurses who wish to participate in such programs shall inform the Nursing Director of the nurse's career path choices so that Nursing Education may offer programs or courses designed to enable a nurse to improve and/or obtain such nursing skills. Nursing skills gained outside the Hospital will be recognized by the Hospital.

A nurse awarded a position in accordance with this section will be given a reasonable period of time to demonstrate ability to satisfactorily perform the work required in the new position. In the event such nurse is unable to perform satisfactorily in the new position, the nurse shall be returned to the nurse's previous position. In the event such position has been filled in accordance with the provisions of this section, the nurse awarded such position shall be returned to his/her former position (and so forth).

SECTION 7. Preferred Seniority For the purposes of layoff and recall only, stewards shall hold top seniority during their term of office.

ARTICLE VIII - LEAVES OF ABSENCE

SECTION 1. Personal Leave After one (1) year of seniority, a personal leave of absence without pay may be granted upon recommendation of the nurse's department head and approval of the Director of Human Resources for a period of thirty (30) calendar days for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere. Application for such personal leave shall be in writing and shall specifically state the reason for requesting such leave. Personal leaves, once granted, may be extended upon request for reasons acceptable to the Hospital for three (3) thirty (30) day extensions at the option of the Hospital.

- (a) The nurse agrees when the leave is granted to keep the Hospital informed of any change in her status or condition that caused the nurse to request the leave.
- (b) Employee benefits shall not accumulate during personal leaves of absence.
- (c) A nurse on personal leave shall continue to accumulate seniority. Nurses who adopt children shall be entitled to a Bonding Leave of Absence with applicable provisions of Section 1.

SECTION 2. Parental Leave A nurse shall be permitted to take an unpaid leave of absence for parenting purposes with a child born to the nurse or nurse's spouse, or with an adopted child. Such leave shall commence from the date of birth or date of adoption, and in either case, shall not exceed twelve (12) months.

SECTION 3. Medical Leave A seniority nurse who is unable to work because of illness, injury or other incapacitating reason and whose absence from the job is expected to be for more than five (5) scheduled work days shall, upon furnishing satisfactory evidence of such illness, injury or incapacity to the Hospital be granted a medical leave of absence for the duration of the disability due to such illness, injury or incapacity, but in no event shall such medical leave exceed one (1) year without the written agreement of the Hospital. The nurse shall furnish supplementary medical evidence of disability from time to time as reasonably requested by the Hospital. Failure to furnish such medical evidence of disability will result in the termination of the nurse's leave. Before any employee on a sick leave may return to work, the nurse must present a doctor's certificate stating that the nurse is physically able to return to the nurse's regular job. All certifications or other reports from the attending physician will be subject to acceptance by the Hospital's physician. The Hospital reserves the right to have any nurse examined by the Hospital's physician at the Hospital's expense in connection with a sick leave which has been granted or in connection with an employee's condition which may indicate that a sick leave is required or may be terminated. In the event of a dispute between the nurse's personal physician and the Hospital's physician relative to any of such matters, the nurse, the Hospital and the Union will submit the matter to a third physician selected by the nurse's physician and the Hospital's physician and the nurse, the Hospital and the Union will be bound by such third physician's opinion.

- (a) Nurses who are unable to work because of illness, injury or other incapacitating reason must notify the nurse's supervisor promptly and, if possible, prior to the time the nurse is scheduled to report to work. Subsequent reporting shall be daily unless such absence is covered by a medical leave for a specified period of time or unless the nurse is excused from reporting daily by the Hospital.
- (b) Satisfactory evidence of illness, injury or incapacity as required above will, in those cases where the nurse is under the treatment of a physician, consist of a written certification by said physician of the medical need for absence from work

including the nature of the illness, injury or incapacity and an estimate by the physician of the probable length of such absence. In the case of hospitalization, verification of such hospitalization is required. In those cases where the nurse is not under the care of a physician, the Hospital may require the nurse to report to the Hospital's Health Service after an absence of five (5) consecutive scheduled work days for an examination at the Hospital's expense by a physician at such Health Service.

SECTION 4. Bereavement A seniority nurse will be granted bereavement time without loss of pay for up to a maximum of three (3) scheduled work days which occur between the date of death and the day of the funeral of the nurse's father, mother, parent of nurse's current spouse, child, spouse, brother, sister, grandparent, grandchild, step-child or **any blood relative/in-law who resides in the employee's household**. The nurse must attend the funeral of the relative and furnish reasonable proof of such attendance in order to receive pay under this Section. Pay for such time hereunder shall be computed at eight (8) hours each day at the current hourly rate the nurse would have received if she had worked. A nurse will not be entitled to additional pay for any time worked on any part of a day for which the nurse would be entitled to be off with pay under this Section. In the event the nurse is required to travel more than three hundred (300) miles from the City of Trenton for the purpose of attending the funeral of such relative, one (1) additional day of bereavement time shall be granted.

- (a) Nieces, nephews, grandparents of current spouse: one (1) day provided to attend funeral.

SECTION 5. Witness and Jury Duty A seniority nurse who is summoned and reports for jury duty as prescribed by applicable law or who is summoned and reports for duty as a witness in judicial proceedings for reasons arising out of her Hospital employment shall be paid the difference between the jury duty or witness fee which is received for such service and the nurse's then current straight time rate, which would have been received if the nurse had been scheduled to work for the working time actually lost for required attendance as a juror or as a witness. Time served on jury duty or as a witness shall not be considered as time worked for purposes of computing overtime. Nurses will continue to be credited with said lost working time for purposes of sick/personal days, sickness and accident, vacation and pension benefits.

SECTION 6. Union Leave

- (a) Nurses elected to Union positions or selected by the Union to do work which takes them from their employment with the Hospital shall, at the written request of the Union, receive temporary leaves of absence without pay or benefits and without loss of status for periods not to exceed three (3) years or the term of Union office, whichever may be shorter and upon their return shall be re-employed at work with credit for benefits accrued prior to the commencement of such leave.

- (b) A leave of absence will be granted to the nurse for the period of attending official Union meetings. Such leave shall be without pay and shall be granted for the duration of such meeting providing request is made for such leave in writing at least thirty (30) days prior to the date the leave is to commence. Not more than three (3) nurses from the bargaining unit may be on leave under this Section at any one time.

SECTION 7. Educational Leave Upon written application, a seniority nurse after one (1) year of employment, may be granted a leave of absence, without pay, to pursue a full-time education program in nursing or a related field for a period of up to twelve (12) months. Nurses entering into an Associate's Degree nursing program may be given a twelve (12) month extension in order to complete the program. During an educational leave, benefits shall not accumulate or accrue. An educational leave shall require the approval of the employee's department head and the approval of the Director of Human Resources.

SECTION 8. Military Leave The Hospital will give enlistees and draftees in the Armed Forces of the United States all the benefits accorded them by the Universal Military Training and Service Act, provided she is an employee, she received an Honorable Discharge and she reports for work within ninety (90) days of the date of discharge.

SECTION 9. Family and Medical Leave Act To the extent of conflict between the terms of this Agreement and the requirements of the Family Leave Act, the Family Leave Act will supersede the terms of this Agreement and practices of these parties.

SECTION 10. Return from Leave of Absence Nurses granted a leave of absence for a specific period of time must return at the expiration of such leave. Nurses granted a leave of absence for an indefinite period of time must notify the Hospital at least one (1) week prior to the date the nurse will return from such indefinite leave. The nurse is responsible for contacting the Hospital in either case to determine the nurse's work schedule upon return from such leave. Nurses returning from an approved leave of absence will be given job assignments in accordance with the following procedure:

- (a) Nurses returning from an involuntary leave of absence (medical leave or **worker's compensation leave**) of **180 days or less** will be assigned to the position, unit and shift the nurse held at the time the leave commenced, if such position, unit and shift has nurses assigned to it as of the time the leave expires. In the event no nurses are assigned to the position, unit or shift held by such nurse, the nurse may exercise seniority and displace a nurse with less seniority in another position, unit or shift;
- (b) Nurses returning from a voluntary leave of absence (personal, **parental** or educational leave) **less than 90 days** will be assigned in the same manner as nurses returning from an involuntary leave of absence.

- (c) All nurses covered by this Agreement returning from a leave of absence shall be returned to the status held at the time the leave commenced (full-time or part-time) and with retained seniority and, if part-time, the hours of part-time work unless otherwise provided herein, seniority permitting.

SECTION 11. Keeping Accrued Vacation Intact Any Licensed Practical Nurse on an approved leave of absence for reasons other than a personal leave of absence shall be able to keep accrued vacation time intact until her return to work if she so desires.

ARTICLE IX - SUSPENSION, DISCIPLINE OR DISCHARGE

SECTION 1. Nurses covered by this Agreement shall not be suspended, disciplined or discharged without just cause. Disciplinary action will be on a corrective progressive basis, utilizing verbal warnings, then written warnings followed by disciplinary suspensions, the length of which will be based upon the nature of the offense, followed by discharge, if necessary. The Hospital and the Union recognize, however, that there are some offenses which, by their nature, may justify discharge or discipline in the first instance without any prior warnings. All disciplinary actions or discharges will be subject to the grievance procedure in accordance with the provisions thereof.

SECTION 2. In the event a nurse's conduct is such that a disciplinary layoff or discharge may be indicated, the nurse may first be suspended by the Hospital for a period of not more than three (3) work days and during this period of suspension the Hospital shall investigate the matter. Not later than the end of the third work day following the suspension the Hospital will notify the employee and the Union in writing as to its decision. In the event the Hospital determines that no disciplinary action is indicated, the nurse will be paid for all time lost during the period of investigatory suspension.

Discipline will be assessed and carried out within fourteen (14) days of the time the infraction that led to the discipline became known.

SECTION 3. Disciplinary Actions All verbal warnings will be given orally to the nurse. All written warnings, suspensions and discharges will be effective when given to the nurse in writing by the Hospital. A copy of all written disciplinary actions will be placed in the nurse's personnel file. Such disciplinary actions will not have any effect in any future disciplinary action after the period of time specified below, provided there has been no recurrence of the violation during said period.

- a) Verbal and Written Warnings - After 12 Months
- b) Suspensions - After 24 Months

SECTION 4. In the event it is necessary to issue a written disciplinary action to a nurse, the nurse will be offered a reasonable period of time to confer with the steward prior to the disciplinary action being issued. The steward will be given a copy of the written discipline identifying the reason for the discipline.

ARTICLE X - NOTICES TO UNION

SECTION 1. Glass enclosed bulletin boards at each time clock will be provided by the Hospital which may be used by the Union in posting notices of the following types: notices of recreational, social and educational events, notices of Union elections, notices of results of Union elections, notices of Union meetings and non-derogatory notices of bargaining unit concerns. Such postings do not have to be approved.

SECTION 2. In the event the Hospital decides to establish a new job classification within the bargaining unit covered by this Agreement, the Hospital shall notify the Union of the new job classification, the date it will be instituted, and the proposed rate of pay for such classification shall be the rate for staff nurses as set forth in Schedule A.

ARTICLE XI - ROLE OF THE NURSE AND EMPLOYEE DEFINITIONS

SECTION 1. Classification and Responsibility The Licensed Practical Nurse shall be classified apart from non-licensed, auxiliary nursing personnel; namely, nurse assistants and ward clerks. A Licensed Practical Nurse shall be responsible for rendering high quality nursing care and for the performance of such duties independently, as may be directed by the Hospital. It is understood the Licensed Practical Nurse shall not directly be required to perform in addition to her regular duties, work usually performed by the Housekeeping Department, such as folding and storage of linen, stripping of beds and discharge or transfer of patients, replenishing depleted linen supplies and cleaning discharge units; or duties usually performed by the Dietary Department, such as preparation and delivery to the floor of meals and nourishments.

SECTION 2. Full-Time Nurses Nurses who are regularly scheduled to work eighty (80) hours per two-week period shall be considered as full-time nurses. A full-time nurse shall be entitled to the wages and benefits under this Agreement, except where otherwise indicated.

SECTION 3. Part-Time Nurses Nurses who are regularly scheduled to work less than eighty (80) hours per two-week pay period shall be classified as regular part-time nurses. Part-time nurses shall be entitled to the wages and benefits under this Agreement which are specifically provided to such part-time nurses by provisions of this

Agreement.

SECTION 4. Temporary Nurses A nurse (either full-time or part-time) who is hired to work for a specific period, not to exceed ninety (90) calendar days shall be considered a temporary nurse. Nurses hired as temporary nurses shall be informed at the time of hire that the nurse is a temporary nurse and will be informed of the approximate period of employment. The Hospital will inform the Union (and stewards) in writing of the hiring of a temporary nurse and the approximate period of employment, which period may be extended with consent of the Union, and written notification to the stewards. Temporary nurses shall not be covered by the provisions of this Agreement except they shall be paid the start wage specified in Schedule A.

If a temporary nurse remains in employment at the Hospital beyond the period of temporary employment as specified at the time of hire, or as extended in accordance with the provisions hereof, such person shall automatically become a full-time or part-time nurse as the case may be, and shall at that time be covered under the terms of this Agreement. Upon becoming a full-time or part-time nurse, the nurse's seniority shall date back to the nurse's last date of hire as a temporary nurse or ninety (90) calendar days, whichever is less. A temporary nurse who becomes a full-time or part-time nurse pursuant to this Section will not be subject to the usual probationary period. Such position filled by the temporary nurse shall then be posted and filled in accordance with Article VII, Section 6.

ARTICLE XII - HOURS OF WORK

SECTION 1. Hour Period and Work Day Defined The standard work period for all nurses covered by this Agreement shall begin at 11:01 p.m. Saturday and end fourteen (14) days later at 11:00 p.m. The beginning of the first work period following the effective date of this Agreement shall be agreed upon by the parties. The regular schedule of a full-time nurse shall be eighty (80) hours in such fourteen (14) day period and the regular schedule of a full-time nurse's work day shall consist of eight and one-half (8-1/2) consecutive hours in a twenty-four (24) hour work period beginning with regularly assigned shift starting time and ending twenty-four (24) hours later with an unpaid lunch period of thirty (30) minutes. Part-time nurses shall be scheduled for less than eighty (80) hours in a fourteen (14) day period, but the work day shall consist of eight and one-half (8-1/2) consecutive hours with an unpaid thirty (30) minute lunch period.

SECTION 2. Work Schedules

- (a) The schedule of days and hours to be worked by each nurse shall be determined by the Hospital and shall be set forth on a work schedule prepared by the Hospital covering four (4) week periods posted for the information of all

concerned on or before noon Wednesday prior to the work period such schedule becomes effective. Such work schedule shall designate for each nurse the following:

- (i) The days of the work period the nurse is scheduled to work; and,
 - (ii) The hours of each work day she is scheduled to work.
- (b) There will be no changes in a posted work schedule without the nurse's consent.
- (c) A nurse in the nursing service division who is unable to report for work as scheduled shall notify the staffing office at least one (1) hour prior to the start of their scheduled shift, if possible. In the event the staffing office is not open, the nursing supervisor or designee in the supervisor's absence shall be notified.
- (d) Except by mutual agreement, such work scheduled will be arranged so that a full-time or regular part-time nurse will not be required to work more than two (2) out of the four (4) weekends covered by the schedule and will not be required to work more than two (2) consecutive weekends. For purposes of this subsection, a weekend shall commence at 11 p.m. Friday and end at 11 p.m. Sunday, except that for those nurses working the night shift, the weekend shall be the regularly scheduled night shift commencing at 11 p.m. Friday and ending at 11 p.m. Sunday. Insofar as practicable, work schedules will be arranged to provide that scheduled days off will be consecutive. Weekends off as defined above shall be consecutive days off.
- (e) Reasonable requests for days off for nurses will be honored by the Hospital. Such requests must be submitted at least two (2) weeks prior to the posting of the schedule covering the period of the requested days off. The nurse will be informed in writing as to whether the requested day off can be granted not later than forty-eight (48) hours after the deadline for requests as set forth above. Requested days off, when approved, shall not be changed without mutual consent. Requests for days off shall be granted by seniority.
- (f) Nothing in this Agreement or in the posting of any work schedule shall guarantee a nurse a minimum amount of work in any one work day or in any one work period, except as provided elsewhere in this Agreement.
- (g) A nurse reporting for work as scheduled and is sent home due to a lack of work shall be paid a minimum of four (4) hours pay at her current rate of pay.
- (h) If a nurse reports for work, as scheduled on a weekend, as specified in (d), becomes ill and is sent home by a representative of the Health Service Department, the nurse shall not be required to work a weekend day on her

scheduled weekend off.

SECTION 3. Pulling In any case where it is necessary to effect a unit change, pulling shall first be done in reverse order of date of hire seniority among those qualified non--probationary part-time nurses who work less than thirty-two (32) hours per week, to wit: the qualified non-probationary regular part-time nurse who works less than thirty-two (32) hours per week with the most recent date of hire seniority will be the first to be pulled, and so on. After all such qualified non-probationary part-time nurse who work at least thirty-two (32) hours per week and qualified non-probationary full-time nurses in reverse order of seniority as set forth above.

SECTION 4. Overtime Pay

- (a) Time and one-half (1-1/2) the regular hourly rate shall be paid for all hours worked in excess of eight (8) hours in any twenty-four (24) consecutive hour period.
- (b) Time and one-half (1-1/2) the regular hourly rate shall be paid for hours worked in excess of eighty (80) hours in a scheduled two (2) week period.
- (c) Overtime paid on a daily basis shall not be included in paying overtime for any overtime hours in excess of eighty (80) hours during a scheduled two (2) week work period. A nurse who works two (2) complete shifts or more successively (a double shift, a triple shift, etc.) shall receive eight (8) hours pay at the rate of time and one-half (1-1/2) her regular straight-time hourly rate plus any applicable shift differential for each such successive complete shift after the first shift worked.

SECTION 5. Hard to Fill Shifts. Nurses are eligible for "hard-to-fill" premium when they agree to work additional shifts as designated below:

- a) All shifts available as a result of call-ins or agency cancellations when said shifts are vacant and unfilled for (4) hours or less before the start of said shift.
- b) All shifts designated as mandatory overtime.

Hard-to-fill premium will be paid at the rate of \$4.38 per hour.

SECTION 6. While it is understood that employees shall be at their designated work place ready for work at their scheduled starting times (including after breaks and lunch periods) for computing time cards for pay periods only, tardiness of **six (6)** minutes or less will not result in a pay deduction. For purposes of computing overtime compensation or deductions for pay for tardiness after **six (6)** minutes, overtime and tardiness increments of less than an hour shall be computed as follows:

<u>Minutes</u>	<u>Tenths</u>	<u>Minutes</u>	<u>Tenths</u>
0 through 6	.1	31 through 36	.6
7 through 12	.2	37 through 42	.7
13 through 18	.3	43 through 48	.8
19 through 24	.4	49 through 54	.9
25 through 30	.5	55 through 60	1.0

SECTION 7. Shift Rotation There will be no shift rotation for nurses, except under one of the following conditions:

- (a) Emergency situations;
- (b) Mutual agreement with the Registered Nurse involved. In all such cases, the Union Business Representative and Steward will be notified in writing.

SECTION 8. Variable Shifts Variable shifts are defined as any shift variation other than the standard eight (8) hour shift. Such variations may be implemented by the approval of the Hospital and at the nurse's request if such variation of shifts meets unit and patient care needs. Such agreement to any one particular variable shift does not obligate the Hospital to institute the same shifts in other departments or within a particular department at the same time. The Hospital may eliminate any or all variable shift arrangements upon thirty (30) days advance written notice to the Union. Upon termination of variable shifts, the affected nurses will revert to the provisions of this Agreement for all applicable purposes.

Nursing working variable shift arrangements will no longer be subject to the eight (8) and eighty (80) provisions of Section 4 of this Article, but will be subject to the forty (40) hour work week for overtime pay purposes. Any nurse working a variable shift will be required to sign a variable shift agreement specifying the variable shift agreed to, overtime pay provisions of the forty (40) hour work week, and the effective date of such

agreement.

SECTION 9. Rest and Lunch Periods Nurses covered by this Agreement are entitled to one (1) thirty (30) minute or two (2) fifteen (15) minute paid rest periods or coffee breaks and one (1) thirty (30) minute unpaid lunch break during each eight (8) hour shift. Rest periods and lunch periods are scheduled by the Patient Care Director, Charge Nurse or Supervisor based on staffing needs. With the approval of the Patient Care Director or Supervisor on duty at the time, nurses may combine paid rest periods with the unpaid lunch period and use such time as they desire without interruption. In the event a nurse leaves the Hospital during such period of time, the nurse shall clock-out when leaving and clock-in when returning.

SECTION 10. Call-In and Overtime Opportunities Nurses who wish to be available for call-in and overtime work opportunities shall sign a list kept for such purposes in the office of Staffing Coordinator. At the time of signing such list, the nurse shall specify the unit and shifts she is available to be called to work. The Hospital will call only those nurses who have signed such list and are available to work the unit and shift. After offering the work to all nurses on the list who have indicated their availability for work on the unit and shift, the Hospital may call other nurses who are in the bargaining unit. Nurses on the list will be called in order of their seniority, providing such call-in and overtime work is distributed in a reasonably equitable manner among those nurses on such list. Nurses who have signed the list indicating their availability and who decline a call-in or overtime work opportunity shall be charged for same for equalization purposes. This provision does not preclude an extended shift.

ARTICLE XIII - VACATIONS

SECTION 1. Eligibility and Computations Each full-time nurse, after a completion of the first year and after completion of subsequent full years of employment as a full-time nurse, shall be entitled to vacation time with pay during the next ensuing year of employment, as hereinafter provided. However, during the first year of a nurse's employment, and upon the completion of a full six (6) months of employment, the nurse may take, in advance, one-half ($\frac{1}{2}$) of the vacation benefits to which the nurse would be entitled if one (1) full year's employment had been completed. Part-time nurses who have at least one (1) years' seniority shall be entitled to pro rata vacation benefits as provided below. Vacation pay shall be based upon the nurse's hourly rate of pay, exclusive of premium of any sort whatsoever, in effect at the time the vacation is taken.

SECTION 2. Vacation benefits shall be as follows:

<u>Upon Completion of</u>	<u>Equivalent Accrual per Hour</u>	<u>Up to an Annual Maximum Accrual Of</u>
1 through 3 years, inclusive	.040 per hour	80 hours
4 through 9 years, inclusive	.060 per hour	120 hours
10 through 14 years, inclusive	.080 per hour	160 hours

SECTION 3. Limitations The maximum amount of vacation accrual that any employee may maintain at any time is an amount equal to two times his or her current maximum annual accrual. No money payments in lieu of vacation will be made by the Hospital, except by mutual agreement with the employee and the Hospital.

SECTION 4. Vacation Scheduling All vacations must be scheduled with and approved by the nurse's department head at least one (1) month in advance of the desired vacation time. As far as possible, vacations will be granted at the time most desired by employees, but the final right to the allotment of vacation periods is reserved exclusively to the Hospital. In case of conflict in the choice of such vacation times, the nurse with the most years of service will have the first choice of vacation schedule. After the vacation schedule is established, the revision thereof shall be made solely at the discretion of the Hospital.

In preparing vacation schedules pursuant to this Section, it is the intent of the Hospital to prepare its work schedules in such a manner so that a nurse who has requested and has been granted a vacation for a specified period of one (1), two (2), three (3), or four (4) weeks will have the option of not being scheduled for work on the two (2) days immediately preceding or the two (2) days immediately following the scheduled vacation period if this can be accomplished without interfering with adequate staffing. Requests for vacation periods to accomplish this must be made at least two (2) weeks prior to the effective date of the schedule during which the vacation is to be taken. Requests for vacation periods made within two (2) weeks of the effective date of the schedule for the period during which the vacation is requested or made after the effective date of the schedule for the period during which the vacation is requested will not entitle the nurse to the option of not being scheduled on the two (2) days immediately preceding or immediately following the scheduled vacation period, although the Hospital will make reasonable efforts to cooperate with the nurse in connection with exchange of work schedules or other reasonable means of accomplishing the desired intent in connection with such nurse.

SECTION 5. Vacation Benefits on Termination In the event a full-time or part-time nurse

with more than six (6) months of employment voluntarily terminates employment, accrued vacation will be paid. In the event of death, the nurse's **accrued and unused** vacation pay shall be paid to the nurse's heirs or estate. The benefits paid part-time nurses will be on a pro-rata basis.

SECTION 6. If one of the holidays for which the nurse is entitled to receive pay under this Agreement occurs during a scheduled vacation period, such nurse shall receive an additional day's vacation with pay for each holiday during the vacation period to be scheduled by mutual agreement between the nurse and the Hospital or in lieu thereof the nurse may elect to receive holiday pay. A nurse's vacation will not be interrupted or denied because of a holiday.

SECTION 7. A nurse may request in writing to use accrued and unused vacation days for an illness which exceeds the length of time for which the nurse has accrued, but unused paid sick days. Such request will be honored by the Hospital and the nurse's right to receive supplemental sickness and accident benefits provided by this Agreement will be deferred by the period of time taken.

SECTION 8. Vacation Checks A full-time nurse who desires to take at least five (5) consecutive days of vacation or a part-time nurse who desires to take at least three (3) consecutive days of vacation shall, upon request, be paid vacation pay for such vacation time prior to the beginning of such vacation, provided, however, that in order to be eligible to receive such advance payment of vacation pay, the nurse's request must be received by the Human Resources Department in sufficient time to enable the vacation pay to be included in a regular paycheck. No special checks will be issued for vacation pay.

SECTION 9. Vacation time may be utilized in one (1) hour increments.

ARTICLE XIV - HOLIDAYS

SECTION 1. Holidays Granted and Eligibility Each full-time nurse, after the probationary period, shall be paid as a holiday allowance benefit eight (8) hours pay at the current straight-time hourly rate, exclusive of premiums, for the following holidays not worked:

New Year's Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	2 Floating Holidays
Thanksgiving Day	

In order for a nurse to be paid for such holidays, she must have worked in full her last scheduled working day prior to and her next scheduled working day after such holiday, unless she presents to the head of her department a reasonable excuse for her failure to work either or both days, which is acceptable to the Hospital, and which must be supported by satisfactory proof.

SECTION 2. Holiday During Vacation When any of such holidays falls within an eligible nurse's approved vacation period and she is absent from work because of such vacation, she shall receive an additional day of paid vacation on a day scheduled with and approved by the nurse's department head.

SECTION 3. Pay for Working Holiday

- (a) In the event a full-time nurse covered by this Agreement is required to work on any holiday, the nurse shall receive eight (8) hours holiday allowance benefit as provided in Section 1 of this Article and in addition, shall be paid at the rate of time and one-half (1-1/2) her hourly rate for all hours actually worked on such holiday.
- (b) A part-time nurse required to work on the holiday shall receive time and one-half (1-1/2) her regular rate of pay for the hours actually worked and in addition, shall receive a holiday allowance computed at straight-time rate in proportion to the hours worked, not to exceed eight (8) hours. Part-time nurses must actually work on the holiday in order to receive any holiday allowance benefits.
- (c) Probationary employees will receive payment at the rate of time and one-half (1-1/2) for all hours worked on holidays as designated in Article XII, Section 1.

SECTION 4. Nurses Receiving Other Pay In no case will a nurse be eligible for holiday allowance benefit if at the time of the holiday she is off work drawing worker's compensation benefits, sickness and accident insurance benefits or any form of paid leave under this Agreement. Neither will a nurse who is on layoff or on leave of absence at the time such holiday occurs be paid for that holiday.

SECTION 5. Failure to Work Scheduled Holiday If an otherwise eligible nurse is scheduled to work on such holiday, but fails to work, she will not receive a holiday allowance benefit for that holiday unless she presents to the head of her department an excuse for her absence, which in the sole opinion and discretion of such department head is acceptable to the Hospital and which must be supported by satisfactory proof. If an otherwise eligible employee is excused in advance by the head of her department from scheduled work on such a holiday, she shall be paid for that holiday.

SECTION 6. Computation of Pay Each nurse who is eligible under the provisions of this Article to be paid for any such holiday not worked by her shall receive the equivalent of eight (8) hours pay as a holiday allowance benefit, computed at her current straight-time hourly rate which is in effect on that holiday, exclusive of premium of any sort whatsoever.

These hours will not be included in determining any overtime premium for the week in which the holiday occurs.

SECTION 7. Limitations The foregoing provisions of this Article shall apply only to the day on which the specified holiday actually falls by law regardless of whether it is observed on any other day for any purpose by anyone or generally. No nurse other than an eligible full-time nurse and as set forth in Section 10 shall be entitled to pay for any holiday not worked by her. No unworked holiday which an employee is paid for hereunder shall be considered or treated for any purpose under this Agreement as time actually worked by her.

SECTION 8. No Additional Days Off No nurse shall be required to take an additional day off to compensate for having worked on a holiday and received holiday pay for that work.

SECTION 9. Each part-time employee covered by this Agreement shall be paid his/her regularly scheduled hours up to eight (8) hours at the employee's current straight-time hourly rate, exclusive of premium, for the two floating holidays, provided the employee meets the eligibility rules set forth in Section 1.

SECTION 10. Scheduling Floating Holidays An eligible nurse may request to take their floating holidays during the payroll calendar year, provided that the employee has requested the day in writing prior to the schedule deadline in the department.

SECTION 11. Holiday work assignment shall be rotated among nurses based upon an A/B schedule or other mutually agreeable rotation schedule.

SECTION 12. For the night shift, the holiday shall be considered to begin at 11 p.m. of the day of the holiday.

ARTICLE XV - SICKNESS AND ACCIDENT BENEFITS

SECTION 1. Sickness and Accident Benefits The Hospital will provide sickness and accident benefits for full-time nurses with six (6) months or more of employment, and for part-time nurses with one thousand forty (1,040) hours or more of employment. The entire cost of this program will be paid by the Hospital.

- (a) Full-time nurses with six (6) months or more of service will be granted Sixty Percent (60%) of their weekly straight-time earnings. This benefit will begin on the first day of an accident, the first day of a hospitalized illness, and on the eighth

day of a non-hospitalized illness. The eligibility for and duration of payment is dependent upon the nurse's length of employment as follows:

Six (6) months and over. . . up to 26 weeks.

- (b) Part-time nurses will receive Sixty Percent (60%) of their average weekly earnings for the six (6) month period immediately preceding the illness or disability. This benefit will begin only on the first day of a hospitalized illness, or the first day of an accident, and for those nurses who are regularly scheduled to work at least sixty-four (64) hours in a two (2) week pay period on the eighth (8th) day of a non-hospitalized illness. The eligibility and duration of payment is dependent on the nurse's length of service, as follows:

1,040 hours and over . . . up to 26 weeks.

- (c) Disability due to injury or sickness connected with employment is not covered by sickness and accident insurance.
- (d) The nurse must initiate the request for sickness and accident benefits.
- (e) Any nurse receiving sickness and accident insurance is automatically placed on a medical leave.
- (f) Nurses who qualify for sickness and accident benefits will be paid during sickness or disability only for scheduled working days or hours lost because of sickness or accident, not to exceed the amount provided in the schedules set forth in this Article.
- (g) Sickness and accident benefits will not be made to nurses on non-sick leave of absence or to laid off nurses.
- (h) Coverage While Receiving Sickness and Accident Benefits The Hospital will continue to provide health care coverage and life insurance coverage to nurses during the period they are actually receiving sickness and accident benefits under this Article.

ARTICLE XVI - SICK/PERSONAL DAYS

- (a) Each full-time or part-time employee will earn sick/personal days on a **payroll** calendar year basis at the rate of .040 compensated hours, rounded to the next **one-hour increment** up to a maximum of eighty (80) hours.
- (b) During the first year of employment, employees who have completed six (6) months of employment may use sick hours earned during that year.
- (c) Sick day allowance shall be paid only for: (i) sickness or non-occupational injury;

or (ii) personal leave time. Sick pay allowance will not be paid during periods an employee is actually receiving sickness and accident benefit payments under Section 1 hereof. Sick day allowance will be paid for a personal leave day, provided the nurse schedules such personal day as far in advance as possible, but at least two (2) weeks in advance, except for emergency reasons, in which case notice of the personal day must be given to the Hospital as soon as reasonably possible.

- (d) A nurse shall receive one (1) days pay for each full day of sick/personal leave taken up to the maximum allowance. Sick/personal day allowances may be paid only for scheduled work days when the nurse is unable to report to work or has properly requested a personal day, and will not be paid to nurses on vacation, to nurses on a holiday, to nurses on a non-sick leave of absence, except an appropriate personal day; or to laid-off nurses.
- (e) Nurses must utilize full sick/personal days. If a nurse calls in sick, a full sick day will automatically be charged. If a nurse reports to work and must leave because of illness or for personal reasons before completing eight (8) hours, sick/personal time will be used for the remaining scheduled hours unworked.
- (f) Employees with more than six (6) months of service, who terminate employment, will be paid all unused sick/personal benefit days which were accrued. No sick/personal days will be paid unless the employee gives the Hospital at least two (2) weeks' notice of intention to terminate and works the entire two (2) week period.
- (g) In the event of an employee's death, accrued and unused sick/personal benefit hours to which the employee was entitled at the time of death shall be paid to the persons entitled thereto according to law.
- (h) If a nurse is discharged for just cause, she shall receive only such unused banked sick/personal benefit hours as she earned in the year prior to the year of discharge (Bank I).
- (l) Payment for unused banked sick/personal benefit days which are accrued (Bank I) during a previous calendar year will be paid in January of the following year.

(j) Sick/Personal Day Bonus

All employees who cash in days at the end of the year will be paid a percentage of the value of the days cashed in as below:

<u>Hours Cashed In</u>	<u>Paid Percentage of the Value of Hours Cashed In</u>
Eighty (80)	125%
Seventy-two (72)	115%
Sixty-four (64)	105%
Less than sixty-four (<64)	100%

ARTICLE XVII - HEALTH CARE BENEFITS

SECTION 1. HEALTH CARE INSURANCE

Effective as of the beginning of the month following successful completion of the nurse's probationary period, the Hospital will provide full-time employees and part-time employees in a budgeted sixty-four (64) hour F.T.E. (bi-weekly) a choice of one of the two (2) following options for the employee and their eligible dependents.

- (a) Option 1: Blue Cross/Blue Shield Comprehensive Major Medical Plan. Annual deductibles of \$250.00 per person, \$500.00 per family and co-payments of 20% up to a maximum annual out-of-pocket expense limit of \$1,000. Deductibles and co-payments are waived for facility charges when services are rendered at one of the corporations facilities. Deductibles and co-payments are waived for non-Horizon facilities only for emergency life threatening cases. Prescription drug rider with \$5.00 co-payment is also part of the plan. This option is fully paid by the Corporation **for the employee and dependents, excluding sponsored dependents and family continuation riders.**
- (b) SelectCare - Medical Benefits. Benefits are available in network or out of network. The deductibles and co-pay differ is services are provided out-of-network. The premiums for this option, paid by the employee, will be handled through payroll deduction on a per pay basis. Current rates are available in the Human Resources Department.

Eligibility - Coverage for employee (as stated above) and eligible dependents. Employee must enroll during the first thirty (30) days of employment and coverage will become effective the first of the month following ninety (90) days of

employment.

The following option is for current enrollees only:

Option 2. Blue Cross/Blue Shield Master Medical Coverage. No deductible or co-payment for inpatient hospitalization. Master Medical deductibles of \$250.00 per person, \$500.00 per family with co-payment of 20% up to maximum annual out-of-pocket expense limit of \$1,000. Prescription drug rider with \$5.00 co-payment is also part of plan. (Freezing those presently enrolled on the date of ratification with no future enrollment into this plan.)

The premiums for this option, paid by the employee, will be handled through payroll deduction on a per pay basis. Current rates are available in the Human Resources Department.

Incentive for Use of Horizon Health Systems Facilities: The deductible and co-payment requirements described above will be waived for hospital services furnished by Horizon Health Systems facilities. Emergency Room charges rejected by third-party payors as non-emergent care will be the responsibility of the employee. The deductible and co-payment will be waived for services of other hospitals if the treatment is for an emergency life-threatening condition (as defined by Blue Cross/Blue Shield of Michigan).

Sponsored Dependent and Family Continuation Riders will be made available at the nurse's option, with the nurse to pay the premium.

SECTION 2. Dental Insurance The Hospital will provide full-time employees and part-time employees in a budgeted sixty-four (64) hour F.T.E. status (bi-weekly), who have completed three (3) months of employment, with a dental care benefit program providing for payment of Eighty-five Percent (85%) of treatment costs for basic dental services, (Class I benefits) and 100% for cleaning and examinations. Said dental program shall provide Class II benefits at 80% with a \$1,000 per person per year maximum and Class III (Ortho) at 50% with a \$1,000 per person lifetime maximum.

SECTION 3. Vision Care Benefits The Hospital will provide to each actively full-time and part-time licensed practical nurses in a sixty four (64) hour F.T.E. status bi-weekly and who have completed at three (3) months of employment with a vision care program on an 80/20 co-pay basis. The plan will pay Eighty Percent (80%) of the reasonable and customary charges for most vision care examinations by participating physicians or optometrists. Visual tests and exams, lenses and frames are covered once in every twenty-four (24) consecutive months. Detail information relative to the vision care benefits will be provided each nurse as of the effective date of such benefits.

SECTION 4. Part-Time Eligibility Part-time nurses who are regularly scheduled to work thirty-two (32) or more hours, but less than sixty-four (64) hours per two (2) week pay period and who have completed their probationary period, are eligible for the benefits set forth in Sections 1 through 3 of this Article and are subject to the same conditions on a Fifty Percent (50%) co-pay basis. The nurse who elects such coverage will pay Fifty Percent (50%) of the monthly premium in effect through payroll deduction on a per pay basis.

SECTION 5. Group Life Insurance

- (a) The Hospital will maintain, at its own expense, a group life insurance policy or policies covering the life of each nurse who normally works at least thirty-two (32) hours per week and who has completed three (3) months of employment, in the principal amount of one times annual earnings rounded to the higher next \$1,000 to age 65. Annual earnings for full-time employees shall be computed by multiplying the employee's base straight time hourly rate x 2080. Annual earnings for 32-hour per week employees shall be computed by multiplying the employee's base straight-time hourly rates by 1664. Also add accidental death and dismemberment equal to the principal life insurance amount for loss suffered as a result of a non-work related accidental injury subject to the terms and conditions set forth in the policy between the Company and the insurance carrier.
- (b) If a nurse's employment or status as a nurse working at least thirty-two (32) hours per week is terminated, this insurance benefit shall be discontinued at the end of the month in which the change occurred. This benefit can be converted within 32 days of such change at the employee's expense if permitted by the insurer.
- (c) The Hospital will pay the premium on such insurance for any employee only while she is in the active service of the Hospital and only with respect to a month in which the nurse has earnings from the Hospital prior to the premium remittance date.

SECTION 6. Eligibility for health care, dental and optical benefits shall become effective for those eligible employees who enroll in the respective plan at the beginning of the calendar month following completion of the probationary period.

SECTION 7. Workers' Compensation The Hospital, for the duration of this Agreement, agrees to pay the full cost to maintain under the provisions of the Michigan Workers' Disability Compensation Act for accidental injury which arises out of and in the course of the nurse's employment. Any nurse who suffers an accidental injury out of and in the course of her employment must notify her immediate supervisor at once of the injury.

The Hospital will continue to provide health care coverage and life insurance coverage to nurses for a period not to exceed one (1) year during which they are receiving Workers' Compensation benefits.

SECTION 8. Service Discounts If an employee, employee's spouse, or dependent child are hospitalized at ROH or affiliated hospital, the insurance payment shall be considered as full payment for Hospital inpatient charges, including private room, if available, and telephone, but excluding blood, personal services, and those services determined to be not medically necessary by the insurance carrier.

- (a) All outpatient deductibles will be written off in the following manner:
 - (i) Nurses covered by Hospital or spouse's insurance - 100% write off all deductible amount.
 - (ii) Nurses without insurance - Discount will be equal to that discount a nurse with the Hospital's Blue Cross/Blue Shield insurance would receive.
- (b) No discounts will be allowed for services covered under the Hospital's Master Medical policy or physician office service such as the coverage clinic.
- (c) Any Emergency Room physician component can be courtesied at the rate specified in the contract, however, the physician component will only be courtesied if the Emergency Room visit meets BC/BS policy, constituting a legitimate medical emergency.

This Section constitutes no guarantee of continuation of any service except that if the above mentioned services continue to be offered to the public, such service shall continue to be offered to bargaining unit employees.

SECTION 9. Retirement Plan All licensed practical nurses who meet the eligibility requirements for participation will be covered under the **Detroit Osteopathic Hospital Corporation Retirement Income Plan** (the "Plan") which conforms to the provisions of the Employee Retirement Income Security Act of 1974. It is mutually agreed that the Hospital may amend or modify the Plan as necessary so long as such amendment or modification does not result in a reduction of benefits or change in eligibility to those nurses covered by this agreement.

Retiree Health For the life of this Agreement, the Hospital shall provide an annual credit toward the purchase of health insurance coverage for those employees who retire from active employment under the Detroit Osteopathic Hospital Corporation Retirement Income Plan.

Employees may elect to receive one (1) of the following insurance coverages:

- A. Medicare Complimentary 65 Coverage (Age 65)
- B. HAP/HMO with Prescription Rider (Age 65)
- C. Basic Coverage (Early Retirees Age 55-64) until such time as they are eligible for Medicare Complimentary coverage

Premiums will be frozen at current 1996 plan year level of \$729 for Comp 65 Blue Cross Blue Shield and \$1,593 for Basic blue Cross coverage (Early retiree) for the first and second year (3-6-96/97; 3-6-97/98) of the Agreement. Beginning with the third year (3-6-98/99) of the Agreement, the above premiums will be adjusted to prevailing rates. Those active employees in the bargaining unit at the time of ratification who would qualify for a retirement benefit from the date of ratification until August 1, 1997 will be eligible for the health care coverage provided under the terms of the 1993-96 contract and the Blue Cross Comp 65 or Blue Cross Basic Agreement. Those employees in the "window" who do not retire before 8/1/97 will then be included in the point system. All other active employees would be placed under the new point system effective upon ratification.

- Credit toward retiree medical coverage equals ten times (age + service) points at time of retirement.
 - Must be eligible for pension
 - Must be at least age 55
 - Must have at least 75 points with no max

Examples

Age 55 plus 20 years' service = 75 points
 Age 60 plus 15 years' service = 75 points
 Age 65 plus 10 years' service = 75 points

Age 62, 6 mos. plus 19 yrs., 9 mos. of service = $62.5 + 19.75 = 82.25$
 points = $82.25 \times \$10 = \822.50 annual credit

Age 65, 3 mos. plus 27 yrs., 6 mos. of service = $65.25 + 27.5 = 92.75$
 points = $92.75 \times \$10 = \927.50 annual credit

- Coverage for employee only
- Must retire from active employment

In lieu of the above-noted coverage available to Early Retirees (Age 55 to 64), the employee may elect at the time of their termination from active status (qualifying event) to continue their existing medical coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985.

The Health care provided to retirees may be unilaterally modified by the Hospital from time to time, but shall, at all times, be identical to the Health care coverage provided to all other Horizon retirees whose Health care premium is calculated

based on the above point system.

SECTION 10. Liability Coverage Hospital shall maintain liability coverage in its name, covering the Hospital for employees working directly with patients to insure against liability for claims arising out of incidents in the course of the nurse's employment.

SECTION 11. Educational Assistance Reimbursement loans for job-related educational purposes will be granted per academic year according to the following schedule:

<u>Employment Status</u>	<u>Amount</u>
Full-time and 64-Hour Nurse	\$1,400
Part-time Nurses regularly scheduled at least 40 hours per pay, but less than 64	\$ 700

The reimbursement loans will be granted under the following conditions:

- (a) course of study must be approved prior to start of each semester.
- (b) Nurse must show evidence of having satisfactorily completed each course; and if the course is graded, satisfactory completion constitutes a grade of 2.0 or better, or a "C" or better.
- (c) The loan will be evidenced by a promissory note payable as follows:
 - (i) The nurse, upon her return to the Hospital after successful completion of the approved course of study will have the loan forgiven at the following rates:

<u>Type of Employment</u>	<u>Amount</u>
Full-time and 64-hour Nurse	\$75
Part-time Nurses regularly scheduled at Least 40 hours per pay, but less than 64	\$40

- (ii) In the event the nurse does not continue employment with the Hospital, the balance will be due and payable upon termination of employment or resignation.

No loans will be granted under this Section to nurses for the purpose of obtaining employment elsewhere, it being the purpose and intent that education reimbursement loans are for the purpose of improving the nurse's skills for continued employment in the Hospital.

ARTICLE XVIII - PROFESSIONAL MEETINGS

SECTION 1. The Hospital will encourage attendance by nurses at professional meetings where attendance is likely to increase the competency of a nurse in her professional capacity.

SECTION 2. Nurses desiring to attend professional meetings shall submit requests to the Administrator of Patient Care and must receive approval in writing before attending.

SECTION 3. With the permission of the Hospital, a Licensed Practical Nurse may also be given time off with pay to attend such professional meetings as are designed to provide further training and improve skills which are designated by the Hospital. Nurses shall also be reimbursed for out-of-pocket expenses incurred in such attendance which are approved by the Hospital.

SECTION 4. The Union may use available rooms at the Hospital for Union meetings with the prior consent of the Hospital.

ARTICLE XIX - GENERAL PROVISIONS

SECTION 1. Each nurse covered by this Agreement shall notify the Hospital of the nurse's current address and telephone number or telephone number where the nurse can be reached. Nurses shall notify the Hospital of any change of address or telephone number not later than five (5) work days after such change has been effected. Such notice shall be in writing delivered to the Hospital's Human Resources Department. The Hospital shall be entitled to rely upon the address shown on its records for all purposes in connection with this Agreement.

SECTION 2. The provisions of this Agreement shall apply to all nurses covered by this Agreement regardless of race, color, religion, union activity, unrelated handicap, sexual preference, national origin, sex, age, marital status, height or weight.

SECTION 3. All nurses covered by this Agreement are required to hold a current license or temporary permit issued by the Michigan Board of Nursing. It is the obligation of the nurse to make appropriate application for such license or for renewals of such license with the Michigan Board of Nursing and to present to the Hospital's Human Resources Department such license or temporary permit which will be copied by the Hospital for its records. Each nurse is obligated to present a current license issued by the Michigan Board of Nursing prior to the expiration date of any license previously furnished to the Hospital. Nurses who have not presented valid licenses or temporary permits or a copy thereof or a canceled check issued by the Michigan Board of Nursing will not be permitted to work.

In the event a nurse's license is revoked by, the Michigan Board of Nursing, the nurse's seniority and employment shall automatically be terminated. In the event a nurse's license is suspended by the Michigan Board of Nursing, the nurse shall automatically be suspended by the Hospital without pay or benefits for the period of suspension. A nurse working on a temporary permit who does not receive a license issued by the Michigan Board of Nursing shall be automatically terminated.

SECTION 4. The Union and the nurses covered by this Agreement acknowledge that several voluntary organizations and individuals perform volunteer services in and for the Hospital that are a valuable contribution to the welfare of the patients and to the Hospital's public relations. The Union agrees that the Hospital shall continue to have the right to avail itself of all services of that nature and neither the Union nor nurses covered by this Agreement shall interfere in any way with the activities of any volunteer organizations or individuals. The Union further agrees that such volunteer organizations and individuals, both those now presently existing and those formed hereafter, have a legitimate right and place in the Hospital and agree that it will not request the Hospital that such volunteer organizations or individuals be displaced or any of their functions changed or in any way interfered with.

SECTION 5. Orientation Orientation is defined as that introduction to the policies, procedures and work methods needed to move from one department or unit to another department or unit which can usually be accomplished on the job within three consecutive days, worked whenever possible. Normally, this can take place in transfers between Medical/Surgical, Pediatric and the Nursery and Post-Partum areas of Obstetrics.

A nurse shall be considered oriented to a unit when (s)he has become familiar with:

- (a) Physical Layout
- (b) Emergency Equipment
- (c) Policies and Procedures of that Unit
- (d) Type of Nursing Care Required at that Unit
- (e) Documentation Requirements.

SECTION 6. All references to the nurses covered by this Agreement shall be deemed to apply to male and female nurses regardless of the gender implied in the reference except for those matters which from the context can only apply to one sex or the other.

SECTION 7. This Agreement contains the entire Agreement between the parties reached during collective bargaining negotiations and applies to all nurses covered hereby.

SECTION 8. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

SECTION 9. Definition of Emergency An emergency for the purposes of this Agreement shall mean an event caused by circumstances beyond the reasonable control of the Hospital requiring urgent and immediate action.

SECTION 10. Safety The Hospital will observe all applicable health and safety laws and will take all reasonable steps necessary to assure employee safety. Each nurse will observe all applicable and reasonable safety rules and instructions established by the Hospital, as well as applicable safety laws and governmental regulations. The Union and the Hospital shall continue to work toward providing a safe work place through the Nursing Care Committee or other mechanisms as may be established by the parties.

SECTION 11. Pay Checks Each nurse covered by this Agreement will be paid by check on alternating Fridays. Nurses who work on the 3:00 p.m. to 11:00 p.m. shift shall receive their paychecks prior to the end of their shift on Thursday. Nurses who are not scheduled to work on a Friday may pick up their paycheck on Thursday. No nurse will cash or otherwise negotiate a paycheck prior to 7:30 a.m. on Friday. Upon request, paycheck corrections will be made by the following Tuesday by separate check. Paychecks for Midnight Shift employed Nurses will be available on the Friday Midnight Shift.

SECTION 12. References A nurse leaving the employ of the Hospital shall, upon request, be furnished with a written statement setting forth the dates of employment at the Hospital and job classification or classifications held while employed by the Hospital.

SECTION 13. Deductions from Pay Checks Payroll deductions shall be made upon signed authorization by the nurse for the purchase of United States Government Savings Bonds and/or for deductions for the Co-Op Services Credit Union.

SECTION 14. Work Load The parties recognize that proper patient care is the primary objective of the Hospital and the nurses. In providing such patient care, the Hospital and nurses recognize that the work load of nurses should be reasonable, taking into consideration the many variables which can occur, including patient acuity levels.

SECTION 15. Supervisory and non-bargaining unit Licensed Practical Nurses will not perform work of the bargaining unit except for purposes of training or instruction, emergency or when bargaining unit Licensed Practical Nurses are not available.

SECTION 16. Seminars Nurses covered by this Agreement shall be granted one (1) day off with pay per contract year to attend nursing seminars. All costs of the seminar shall be the responsibility of the nurse unless such seminar attendance is required by the Hospital.

SECTION 17. Steward Training Each Union steward or alternate, up to a maximum of two (2), will be entitled to two (2) days off with pay each contract year for the purpose of steward training programs conducted by the Union. Stewards or alternates will continue to be credited with said lost working time for purposes of sick/personal days, S&A, vacation and pension benefits.

SECTION 18. Personnel files or benefit accrual computations shall be made available to the nurse within five (5) work days after the nurse requests same. At the time of review, a nurse may initial and date materials contained therein, subject to applicable law.

SECTION 19. The Hospital shall place two (2) copies of all new and/or revised nursing service and/or personnel policies affecting LPNs for the stewards at a predetermined location within one work day of implementation. The predetermined location for distributing material to the stewards shall be a mailbox located in the nursing administration office.

SECTION 20. Short staffing forms will be available on each unit.

SECTION 21. Recognizing that the parties desire to establish a cooperative, constructive relationship, the parties will, upon mutual agreement, meet to discuss problems of interest or concern to both sides. Such meeting shall be between two representatives of the Employer and two representatives of the Union. Suggestions dealing with working conditions and methods of improving Hospital operations may also be entertained. Arrangements for such a special conference shall be made in advance and an agenda of the matters to be taken up will be presented at the time the conference is requested.

SECTION 22. Shift Differential Full-time and part-time nurses covered by this Agreement who are scheduled to start work after 2:00 p.m. and before 2:00 a.m. of any day and who work four (4) or more hours during the scheduled shift shall receive a shift differential of **ninety cents (\$.90)** per hour for each hour worked during that period. **Second year of agreement to ninety-five cents (\$.95) and third year of agreement to One Dollar**

(\$1.00). Shift differentials will be paid only on hours which are worked within the scheduled work day and the shift differential will not be paid for hours beyond the scheduled work day which are eligible for overtime premium pay, except where a nurse scheduled to work on the second or third shift works overtime into the next shift. Midnight (third) shift nurses who work on an overtime basis into the day shift shall receive the shift differential for the hours worked on the day shift. Nurses assigned to the day shift who work at least four (4) hours on the afternoon or midnight shift will be eligible for the shift differential for the hours worked on such shifts. Nurses who receive overtime premium pay will also receive time and one-half (1-1/2) on the shift differential.

SECTION 23. Weekend Differential Nurses shall be paid an additional 40 cents (\$.40) per hour for all hours worked on a weekend. Weekends are as stated in Article XII, Section 2(d).

SECTION 24. On-Call Pay A Licensed Practical Nurse who is on-call shall receive one dollar fifty cents (\$1.50) per hour while on-call.

SECTION 25. Preceptor Pay Nurses shall receive an additional fifty cents (\$.50) per hour over their base rate of pay for each hour worked precepting another LPN. To qualify for preceptor pay, the LPN must have completed and satisfactorily met the objectives of a preceptor workshop, be responsible for precepting the new employee on a daily basis through their orientation and be assigned this responsibility by their immediate supervisor.

SECTION 26. Health Program/Physical Exam

- (a) Physical examinations will be arranged for all nurses by the Hospital without cost to the nurse upon hiring.
- (b) Annual physicians examinations will be arranged by the Hospital without cost to the nurse. This examination shall include the following:
 - (i) Chest x-ray;
 - (ii) V.D.R.L.;
 - (iii) Urinalysis;
 - (iv) CBC;
 - (v) Pap smear (optional);
 - (vi) Pregnancy test (optional);
 - (vii) Fasting or random blood sugar;
 - (viii) Such other tests as appear desirable or necessary for the protection of the nurse, as determined by the Hospital; and
 - (ix) ACA profile.

A nurse may elect to have some or all of these tests performed by her own physician at her expense. However, if the Hospital physician is used, the results of these tests may be sent to her physician, upon her request.

- (c) The Hospital offers to nurses the opportunity of obtaining the following immunizations by paying the Hospital's actual cost:
 - (i) Tetanus Toxoid series or booster
 - (ii) Influenza immunization
 - (iii) Diphtheria series or booster
- (d) Emergency treatment for illness and accidents occurring while at work in the Hospital, which may interfere with a nurse's ability to carry out duties, shall be provided.
- (e) In case of job-related accidents or injury, all laboratory tests, x-rays, drugs and treatment ordered in the care of the nurse shall be provided by the Hospital.

SECTION 27. Change of Insurance Provider The Hospital may request the Union to meet and bargain as to an alternate carrier or alternate method of providing medical, hospital, surgical and vision benefits. Such request shall be in writing, and thereafter, within thirty (30) days the parties will meet and bargain. Any agreement reached by the parties shall be implemented as soon as reasonably possible after such negotiations.

SECTION 28. Workshops and Seminars Within the limits of scheduling and funds available, the Hospital will encourage attendance by Licensed Practical Nurses at job-related courses, workshops and seminars arranged for in advance where attendance is likely to increase the competency of the nurse aid or upgrade her in the performance of her duties, hence benefit the Hospital. With the approval of the Vice-President of the Hospital, or his designee, Licensed Practical Nurses may be given time off without loss of pay to attend such meetings or seminars and within the limitations of the Hospital's funds may be reimbursed for out-of-pocket expenses incurred in such attendance.

SECTION 29. The Hospital agrees to provide food of the same selection, comparable quality and prices as provided in the cafeteria.

ARTICLE XX. UNION-MANAGEMENT COMMITTEE

SECTION 1. In order to better utilize the knowledge and experience of the employees to improve and maintain quality patient care and services and promote the best possible working conditions for employees, Union and Management agree to undertake a new spirit of cooperative Union-Management relations.

To further this objective, Union and Management will form a Union-Management Committee. Such Committee will be used to increase employee participation in decision analysis and problem solving regarding the efficient and effective operation of the Hospital.

Such Committees shall not take up grievance issues or substitute for the Grievance Procedure.

Any questions arising out of the interpretation, application, procedure or administration of the Union-Management Committee shall be resolved by the President of the Local Union or his designee and the Vice President of the Hospital or his designee.

SECTION 2. Members of the Committee Local 79 bargaining units will be afforded an opportunity to have one (1) representative on the Committee. Management will be afforded the opportunity to name supervisory/Management representatives to the Committee.

No other individuals may participate in such Committee Meeting without the approval of the Union and Management Chairpersons. Management and Union are free to designate individuals of their choosing. However, the parties recognize that the success of the Committee will depend on those individuals serving. Accordingly, the parties agree that the ideal individuals to serve on the Committee will possess many of the following characteristics: (a) concern for the success of Riverside Osteopathic Hospital; (b) concern for the welfare of employees; (c) the ability to analyze information in an objective manner; (d) the ability to develop innovative ideas and solutions; (e) the ability to work cooperatively and constructively with others with different points of view; (f) a willingness to contribute the necessary time and energy to make the Committee successful; and (g) sufficient authority within the respective organizations to enable the Committee's work and recommendations to receive fair review and consideration by the Management and the employees.

SECTION 3. Functioning of the Committee Management and Local 79 shall each designate one (1) Co-Chair of the Committee. The Committee shall meet not less than two (2) times per year. Either of the Co-Chairs may call a meeting of the Committee after obtaining mutual agreement with the other Co-Chair. Times, dates and meeting locations shall be determined by the Co-Chairs in consultation with the other Committee members. All Committee meetings will function under Roberts Rules of Order. The Committee will appoint a Recording Secretary. Agendas should be sent out to all Committee members prior to the meeting if possible. Members of the Committee, who are also employed by Riverside Osteopathic Hospital shall serve without loss of pay.

SECTION 4. Charge of the Committee The Committee shall be responsible for developing recommendations for each of the following:

- (a) Identify all occupations at Riverside Osteopathic Hospital, both inside and outside the bargaining unit, that present increased or decreased future employment opportunities;
- (b) Review bargaining unit positions, with a creative approach so as to recommend possible restructuring to enhance their future employment opportunities;
- (c) Establish a forum for Union and Management to communicate and discuss developments and potential future developments affecting employment at Riverside Osteopathic Hospital.

SECTION 5. Commitment of Parties It is the intent of the parties to enable employees to know where future employment opportunities exist inside and outside the bargaining unit and obtain training for same. Accordingly, the parties agree to give full and fair consideration to bargaining unit employees who apply for such positions outside the bargaining unit.

SECTION 6. Good Faith of Parties This Article represents a new and innovative approach by the parties to enhance their relationship for benefit of Management, employees and patients served. The success of this approach depends on the determination of the parties to see it succeed. Accordingly, neither party may file a grievance and/or rely on this Article for any grievance or use this Article to evade any provisions of the Labor Agreement.

ARTICLE XXI - STAFFING COMMITTEE

The Staffing Committee, composed of representatives from the Union and Management, is responsible for making recommendations to Management regarding the issues of overtime, pulling, and written complaints of short staffing that are not addressed through some other mechanism currently in place. The focus of the committee will be on process improvement and clarification and will be exclusive of the grievance procedure.

Representation from the Union on the committee will be composed of no more than three (3) Registered Nurses, one (1) Licensed Practical Nurse and four (4) members of the Service Unit. Representation from Management on the committee will include the Staffing Coordinator, a Staffing Clerk, one (1) Supervisor from Food & Nutrition, one (1) Supervisor from Housekeeping and the Director, Nursing Support Services.

It is the responsibility of the Union to request that the committee meet. The initial request will be directed to the Director, Nursing Support Services who will facilitate arranging the meeting. Thereafter, it will be the responsibility of the Chairperson of the committee elected by committee members at the first meeting. The committee

is responsible for maintaining minutes at all meetings and providing a copy of such minutes to the Union Business Agent, Director of Human Resources and the Administrator, Patient Care Services.

ARTICLE XXII - DURATION

This Agreement shall be effective as of the 1st day of November, 1991 (date of ratification), and shall continue in full force and effect until midnight on the 25th day of September 1995, and for successive yearly periods thereafter, unless notice is given in writing by either the Union or the Hospital to the other at least ninety (90) days prior to September 25, 1995 or any anniversary date thereafter of its desire to modify, amend, or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date of the expiration of the contract. This Agreement shall then remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following sentence. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the expiration date set forth in this Section 1.

IN WITNESS WHEREOF, the parties hereto have set their hands this first day of November, 1991.

FOR THE EMPLOYER:

FOR THE UNION:

RIVERSIDE OSTEOPATHIC HOSPITAL

HOSPITAL EMPLOYEES DIVISION OF
LOCAL 79, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

By _____
DENNIS R. LEMANSKI,
Vice President/Chief Administrative
Officer

By _____
PAUL J. POLICICCHIO, President

By _____
SHARON L. MENA
Director, Human Resources

By _____
NORBERT PRZYBYLOWICZ, Suburban
Coordinator

UNION NEGOTIATING COMMITTEE

By _____
KATHLEEN MELTON

By _____
DENISE LAZETTE

SCHEDULE A

Wage Rates for Job Classifications

SECTION 1. Effective **September 26, 1995**, but to be paid retroactive, to the first full pay period after **September 26, 1995**, (**October 8, 1995**) for all hours paid for employees on the payroll the date of ratification the wage rates shall be as follows:

<u>Start</u>	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
\$12.02	\$12.22	\$12.60	\$12.94	\$13.27	\$13.86

Effective **September 26, 1996**, but to be paid retroactive, to the first full pay period after **September 26, 1996**, (**October 6, 1996**) for all hours paid for employees on the payroll the date of ratification the wage rates shall be as follows:

<u>Start</u>	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
\$12.44	\$12.65	\$13.04	\$13.39	\$13.73	\$14.35

Effective **September 26, 1997**, but to be paid retroactive, to the first full pay period after **September 26, 1997**, (**October 5, 1997**) for all hours paid for employees on the payroll the date of ratification the wage rates shall be as follows:

<u>Start</u>	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
\$12.88	\$13.09	\$13.50	\$13.86	\$14.21	\$14.85

SECTION 2. The starting wage shall become effective as of the nurse's first day of work. A newly-hired nurse may be given credit by the Hospital for prior satisfactory service within the last five (5) years in a hospital accredited by the American Osteopathic Association or by the Joint Committee on Accreditation of Hospitals, provided such work was performed in a similar position to the one held by the Hospital. In the event a newly-hired nurse is given credit for such prior service, she may be hired at rate of pay commensurate with his/her experience and shall thereafter progress through the wage scale accordingly.

SECTION 3. For the purpose of determining compensation under this Agreement in those circumstance where it is necessary to determine an hourly rate for a nurse, such hourly rate shall be as set forth above.

SECTION 4. Wage Adjustments It is agreed that in order to meet Competitive conditions, the Hospital may at any time during the term of this Agreement unilaterally increase the wage rates at any or all steps of the wage schedule for any or all classifications covered by this Agreement. In the event the Hospital elects to make such increase, it will meet with and inform the Staff Council and State Association of the amount of such adjustments.

LETTER OF UNDERSTANDING

EMPLOYEE RETIREMENT WINDOW

Employees who are on the active payroll on the date of ratification and who meet the eligibility requirements for retirement as defined in the Detroit Osteopathic Hospital Corporation Retirement Income Plan (the "Plan") and who elect to retire from active employment and begin to collect their retirement benefits between August 1, 1996 and August 1, 1997 may elect to receive one of the following health insurance coverages, for the employee only:

1. Blue Cross Blue Shield Complimentary Coverage (age 65)
2. Blue Cross Blue Shield Basic Coverage (early retirees age 55 through age 64) until they are eligible for Medicare Complimentary coverage.

The above stated coverages will be provided to the retiree, at no cost to the retiree, for the duration of their retirement. However, such retiree health coverage may be unilaterally modified by the Hospital, from time to time, but shall, at all times, be identical to the health care coverage provided at no cost to Horizon's other retirees who receive their retiree health care at no cost to the retiree.