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3/6/99

AGREEMENT

BETWEEN

MICHIGAN COUNCIL OF NURSES AND HEALTH CARE PROFESSIONALS  
LOCAL 79, SERVICE EMPLOYEES INTERNATIONAL  
UNION, AFL-CIO

AND

RIVERSIDE OSTEOPATHIC HOSPITAL

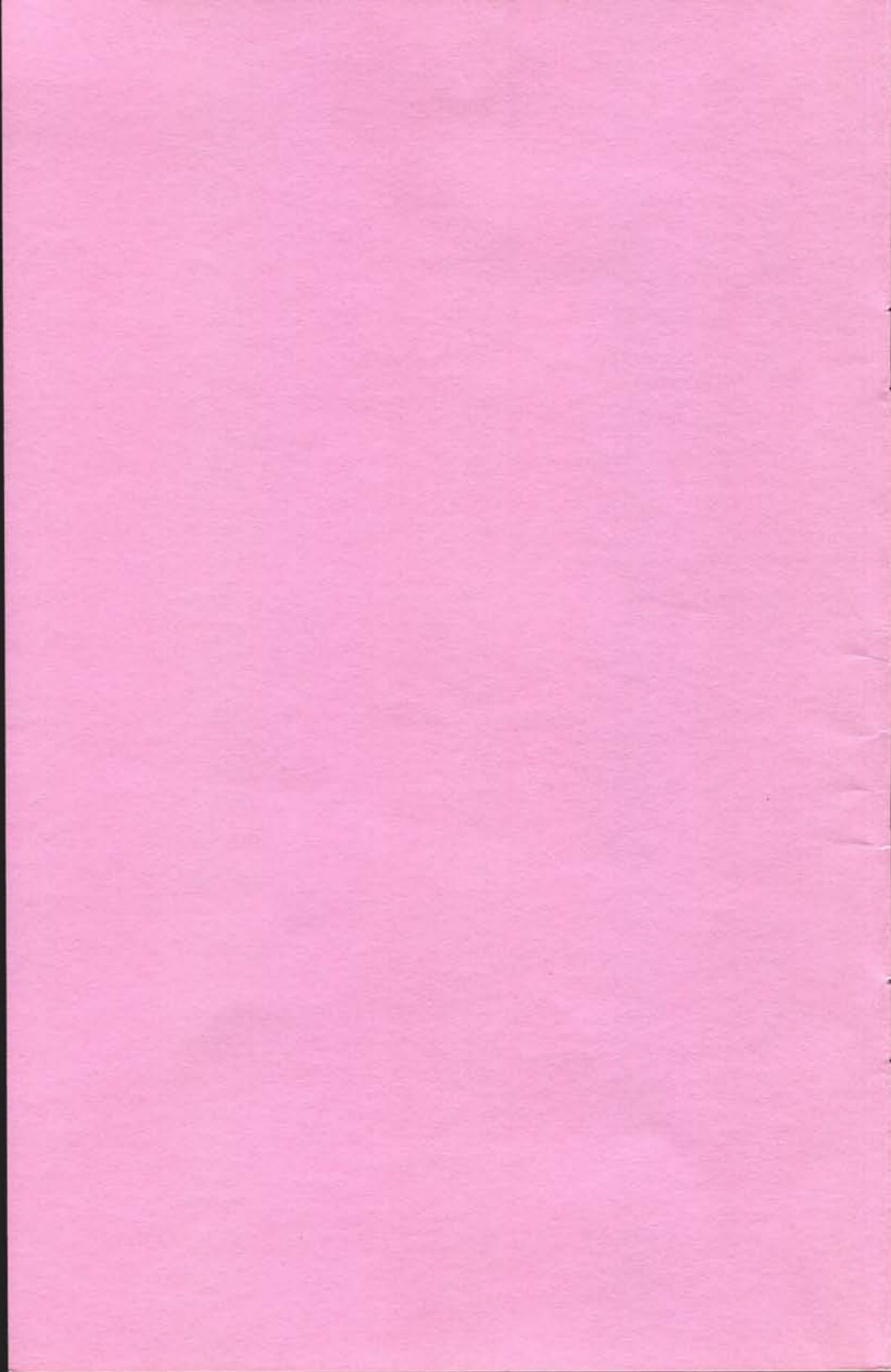
Term: March 7, 1996

Through: March 6, 1999

*Riverside Osteopathic Hospital*

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LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



EMPLOYEE RECEIPT OF  
AGREEMENT  
BETWEEN

RIVERSIDE OSTEOPATHIC HOSPITAL  
AND  
MICHIGAN COUNCIL OF NURSES AND  
HEALTH CARE PROFESSIONALS  
LOCAL 79, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

Dated March 7, 1996 through March 6, 1999

I acknowledge receipt of the Agreement between Riverside Osteopathic Hospital and Michigan Council of Nurses and Health Care Professionals, Local 79, Service Employees International Union, AFL-CIO dated March 7, 1996 through March 6, 1999 which outlines my privileges and obligations as an employee of Riverside Osteopathic Hospital.

I agree to read and abide by the Agreement set forth.

\_\_\_\_\_

Date

\_\_\_\_\_

Employee's Name (Please Print)

\_\_\_\_\_

Employee's Signature



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## AGREEMENT

This Agreement, made and entered into by and between the MICHIGAN COUNCIL OF NURSES AND HEALTH CARE PROFESSIONALS, LOCAL 79, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter designated as the "Union", and the RIVERSIDE OSTEOPATHIC HOSPITAL (AN AFFILIATE OF HORIZON HEALTH SYSTEM AND HENRY FORD HEALTH SYSTEM), hereinafter designated as the "Hospital". Successorship clause as presented on July 11, 1996 by Management.

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 registered nurses, including graduate nurses, employed by the Hospital, at its facility located at 150 Truax, Trenton, Michigan; but excluding the Administrator of Patient Care Services, Clinical Director, In-service Instructor, Patient Care Director, Pre-Admission Testing Coordinator, Pre-Admission Coordinator, Outpatient



Department Coordinator, 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 Registered 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 Registered Nurses who are not members on the effective date it is signed by the Employer and Union, shall, on the ninetieth (90th) calendar day following the effective date of this Agreement, or the date it is signed by the Employer and Union, whichever is later, shall become and remain members in good standing in the Union.

It shall also be a condition of employment that all Registered Nurses covered by this Agreement and hired on or after its effective date, or the date it is signed by the Employer and Union shall on the ninetieth (90th) calendar day following the beginning of such employment, or the date the agreement is signed by the Employer and the Union, whichever is later, 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 Registered Nurse covered by this Agreement shall refuse and fail to become a Union member, the Hospital shall terminate said Registered Nurse's employment.

(a) Any Registered 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 Registered 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 Registered Nurse. Proof of remittance will be furnished by the Registered 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 Registered 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 Registered 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 remit the monthly dues required by this Article to S.E.I.U., Local 79, not later than the twenty-fifth (25th) day of that month accompanied by the names and social security numbers of the employees for whom such dues have been deducted.

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.

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 just 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

#### SECTION 1. No Strike/No Lockout.

- (a) 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.

- (b) 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.
- (c) The Hospital agrees that it will not lockout its nurses during the term of this Agreement.

## ARTICLE V - REPRESENTATION

SECTION 1. Negotiating Committee and Lost Time. The nurses will be represented in negotiations by a Negotiating Committee not exceeding seven (7) nurses. Five (5) members of the Negotiating Committee will be paid up to a maximum of 480 total hours for time lost to negotiate. After 480 hours, the Committee will not be paid for lost time to negotiate. At any time when a member of the Negotiating Committee is not paid by the Hospital for time lost to negotiate, they 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, accrual of sick/personal days and pension accrual, 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 two (2) stewards on the day shift, two (2) stewards 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. 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.

SECTION 4. Access To Hospital Premises: Representatives of the Union may enter the Hospital for any proper business; provided they have secured prior permission of the Director of Human Resources or her designee. In requesting such permission, the Union Representatives shall designate the Union business under consideration. The Hospital shall grant permission to the Union Representative to visit the Hospital for the above limited purpose at a mutually agreeable time and place. No Representative of the Union, including Representatives who are employed by the Hospital not scheduled to work, shall enter the Hospital on Union business except under the above conditions.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

SECTION 1. Grievance Review. It shall be the right of the nurse or nurses and/or steward to request a review of the grievance. 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 class action grievance as to a matter involving more than one (1) Registered 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 and shall be acted upon by the Administrator of Patient Care Services or the appropriate Administrator within twenty-four (24) hours of receipt of such grievance.

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 XV 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. However, by mutual agreement the parties may extend time limits. At Steps 2 and 3 of the grievance procedure, the filing of the grievance answers and appeals to the next step of the grievance process shall be by personal delivery with the date and time of the action noted on the grievance. At Step 4 of the grievance procedure, the answer shall be sent by certified mail, return receipt-requested to the S.E.I.U., Local 79, Suburban Coordinator. The day of receipt shall not be counted as part of the time limits of the grievance procedure.

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

Grievances shall be processed in accordance with the following procedure:

Process - All grievances (except grievances relating to a discharge or suspension) will be initiated at Step 1 of the grievance procedure 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.

A grievance concerning a discharge, suspension or involuntary layoff may be initiated at Step 3 of the grievance procedure within five (5) days following the occurrence of the event giving rise to such grievance.

Step 1. A nurse and/or steward with a grievance shall discuss the grievance with their immediate supervisor promptly and, in any event, within the employee's fifth day after it arises or when the employee should have known of the incident. A grievance regarding a pay check problem shall be filed within five (5) days from its receipt. The supervisor shall give the answer promptly and, in any event, within the supervisor's third day after the discussion with the employee. The nurse may request the steward to present the grievance in the presence of the nurse.

Step 2. If the grievance is not resolved in Step 1, the nurse with the 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 Services or the department director or designee within five (5) days of the time the nurse received the decision of Step 1. The Administrator of Patient Care Services shall meet with the nurse and the nurse's steward to discuss the grievance, within five (5) days of receipt of the grievance. The written answer to the grievance shall be given to the nurse or nurse's steward within two (2) days following the meeting.

Step 3. If the grievance is not resolved in Step 2, the Steward shall present the grievance to the Human Resource Department within five (5) days after the written answer of the Administrator in Step 2. The Director of Human Resources or designee, Administrator or department director or designee, the Nurse, the Steward and the S.E.I.U., Local 79, Union

Business Representative, if available or requested by the steward, shall meet at a mutually agreed upon time to discuss the grievance. The Director of Human Resources will give an answer in writing within five (5) days following the meeting. The answer will be given to the Nurse and the Steward and sent to the Union Business Representative, by certified mail.

Step 4. If the grievance cannot be resolved at Step 3, the Steward shall present the grievance to the Vice President or designee within five (5) working days of receipt of the written answer of the Director of Human Resources in Step 3. The Vice President or designee, Director of Human Resources, Administrator of Patient Care Services or department director or designee, the Nurse, the Steward and the S.E.I.U., Local 79, Suburban Coordinator or Union Business Representative shall meet at a mutually agreed upon time to discuss the grievance. The Hospital's Vice President shall mail his answer, by certified mail, to the Union's Business Representative within five (5) working days of the Step 4 meeting and forward a copy to the Steward and Nurse.

Step 5. 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.

**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:
  - (i) 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) person designated by the Union.

### SECTION 3.

- (a) No matter shall be considered a grievance unless it has been reduced to writing at Step 2 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. The Hospital will notify in writing the steward who filed the grievance, or in the event of the absence of the steward any other steward or alternate who is on duty of the extension of the time limits. Any disposition of a grievance reached between the Hospital and the Union under Steps 1 to 4 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 of Patient Care Services, Clinical Director, Patient Care Directors, Department Directors, 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.

#### ARTICLE VII - SENIORITY

SECTION 1. Seniority Defined. Seniority is defined as all periods of service at the Hospital in a Registered 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 nurse'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 one (1) year or the length of a nurse's seniority at the date of such layoff whichever is greater, provided, however, the Hospital may after one (1) year of layoff send a written notice to the nurse that the nurse's seniority will be terminated unless the nurse informs the Hospital in writing that he/she wishes to have his/her name continued on the Hospital's seniority list for up to two (2) additional years. Notices will be sent by the Hospital at the end of each year. Such notices by the Hospital and responses by the nurse shall be by certified mail, return receipt requested;
- (j) the nurse's license is revoked.

Section 4. Seniority List. 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.

Patient Care Services Departments

Surgical Services	Obstetrics
Critical Care	Outpatient
Mental Health	Emergency
3 East	Oncology
OOS	Imaging Services
3 North	2 East

Patient Care Units

Surgicenter/Endoscopy	3 North
Recovery/Pre-op Holding	2 East
Operating Room	Obstetrics
ICU/ACU	Outpatient
3 East/Hospice	Emergency
Outpatient Observation	Mental Health
Oncology (chemo administration only)	Imaging Services

Process

The following staff reduction and recall process will apply:

- (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.
  - (v) All open positions at the time of layoff will be considered the least seniority position in that status on that shift/unit for bumping options.

- (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 XIII, 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 of 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 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) Temporary and non-bargaining unit nurses will not work while seniority nurses are laid off unless those nurses laid off refuse the offer of work.
- (m) Full-time nurses shall not be required to accept part-time work in order to retain their seniority. Part-time nurses shall not be required to accept full-time to retain their seniority.

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 their immediate supervisor and/or the Administrator of Patient Care Services 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 minimum of sixty (60) days 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.

SECTION 8. LPN to RN. An LPN employed at Riverside on or before April 1, 1985 and continuously thereafter who obtains RN Licensure, shall continue in the same position held as an LPN without posting of the position. Seniority shall begin from the first day of work as a GN with written notification to the Union and stewards.

SECTION 9. Any Registered Nurse who was formerly in the MNA and/or S.E.I.U. Registered Nurse Bargaining Units, and who was transferred to a position outside the bargaining unit, may be returned to the same bargaining unit and shall thereupon be credited with whatever seniority was accrued prior to the out of unit transfer.

#### ARTICLE VIII - LEAVES OF ABSENCE

SECTION 1. Personal Leave. In order to be eligible for a personal leave of absence, the nurse must have at least one (1) year of seniority and must submit valid personal reasons for such leave. Except for extraordinary circumstances, a personal leave shall not exceed one (1) month unless further extended by agreement of the Hospital. A nurse on a

personal leave shall continue to accumulate seniority. Application for such personal leave shall be in writing and shall specifically state the reason for requesting such leave, except in event of emergency, in which case a verbal request will be accepted. 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) All vacation earned in the previous anniversary year (Bank I) must be exhausted prior to the beginning of a personal leave of absence.
- (b) The employee agrees when the leave is granted to keep the Hospital informed of any change in his status or condition that caused the employee to request the leave.
- (c) Employee benefits shall not accumulate during personal leaves of absence.
- (d) Vacation shall not be a reason for granting a leave of absence.

SECTION 2. 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 3. 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 4. 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 5. Military Leave. The Hospital and the Union agree that seniority employees called into military service shall be entitled to all the benefits accorded to them by applicable law.

SECTION 6. 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 blood relative or in-law provided the in-law resides in the same 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 nurse's current hourly rate. 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 7. Educational Leave. A seniority nurse, after the completion of one (1) year of service, upon written application, may be granted a leave of absence to pursue a full-time education program in the nursing field. Such leave will be without pay and, during the leave, benefits under this Agreement shall not accumulate or accrue. A nurse who obtains a baccalaureate or master's degree as the result of such educational leave shall,



upon her return to the Hospital following such leave, be placed at the same salary level and in the same type of work held at the time the leave commenced; provided, however, that if such nurse remains in the employment of the Hospital for a period of six (6) continuous months after such leave ended, she shall, at the end of such six (6) month period, be advanced one step in the salary schedule set forth in Schedule A of this Agreement, and shall at the same time be given a check representing the difference between the salary which would have been paid at the higher salary bracket attained at the end of such six (6) months, and the salary actually paid for such six (6) month period, less all applicable withholding deductions. In the event such nurse does not complete six (6) continuous months of service with the Hospital following such educational leave, the nurse shall not be entitled to any additional pay under this provision.

**SECTION 8. 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 twenty (20) 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 9. Witness and Jury Duty Time.** 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 10. Workers' Compensation Leave.** The Hospital, for the duration of this Agreement, agrees to provide insurance coverage 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 the department head or the supervisor

immediately of the injury. Nurses off on workers' compensation beyond a one (1) year period may convert their health insurance policies (health, dental, optical) under COBRA, and may contact the Group Life Insurance company's local agent to convert their life insurance to an individual policy.

**SECTION 11. Loss of Benefits.** Any employee on any type of leave of absence will not accrue any vacation or sick/personal time. Refer to the appropriate benefit sections of this contract for eligibility for continuation of all other benefits while on leave.

**Continuation of Insurance.** The Hospital will continue to provide the health insurance coverage and life insurance coverage to employees during the period they are actually receiving Sickness and Accident benefits under this Article, and for a period not to exceed one (1) year during which they are receiving Workers' Disability Compensation benefits. Health insurance coverages including medical, dental and optical will be discontinued the first of the month following the commencement of a personal or an educational leave of absence. Benefits may be eligible to be continued under COBRA. Life insurance coverage for those employees on personal or educational leaves of absence will terminate on the end of the month in which the leave commences. The employee then has a 31-day grace period during which the employee may convert the insurance to an individual policy by contacting the insurance company's local agent.

**Holidays During Leave of Absence.** Any employee on any type of leave of absence will not receive pay for holidays falling within the leave of absence.

**SECTION 12. 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. The nurse is responsible for contacting their supervisor prior to the expiration date of the leave to determine the nurse's work schedule upon return from such leave and be cleared through Employee Health Services at least twenty-four (24) hours prior to return date. 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 (medical or workers' compensation) leave of absence 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 (personal, parental or educational) leave of absence of 90 days or less will be assigned in the same manner as nurses returning from a medical leave of absence.

- (c) Nurses returning from a medical leave of absence of more than 180 days after the leave commenced will be assigned the same shift held by such nurse as of the date the leave commenced, but will be assigned to an available position and unit, provided the returning nurse has sufficient seniority to displace the nurse holding such position or unit at the time such leave terminates.
- (d) All nurses covered by this Agreement returning from a leave of absence shall be returned to the status and seniority held at the time the leave commenced (full-time or part-time), if part-time, the hours of part-time work unless otherwise provided herein, seniority permitting.

**Section 13. Non-Benefit Nurses Unpaid Time Off**

- (a) **Eligibility.** Each full-time and part-time non-benefit nurse, after completion of the first year, shall be entitled to unpaid time off. Nurses not having completed one year of employment by January 1 (the beginning of any calendar year) will be eligible to begin utilizing unpaid time off upon completion of one year on a prorated basis. Based on the hours in the table below, the hours will be divided by 12 showing the approximate monthly time off and then multiplied by the number of months in that calendar year after the nurse's completion of one year of employment. If the anniversary date is between the first and fifteenth day of the month, the nurse will be given credit for that entire month. If the anniversary date is between the sixteenth and thirty-first day of the month, the nurse will be given credit beginning with the month following the anniversary.
- (b) **Scheduling.** Unpaid time off may be taken on any day that any non-benefit nurse would normally be scheduled to work. All unpaid time off must be scheduled with and approved by the employee's department head. In case of conflict in the choice of such time, the nurse with the greatest seniority will have the first choice of unpaid time.
- (c) Non-Benefit nurses will be entitled to unpaid time off based on their F.T.E. status as of January 1 of each calendar year of the contract. Unpaid time may be used from January 1 through December 31. Unused balances cannot be carried over into another calendar year. Should a non-benefit nurse increase or decrease her F.T.E. status, the amount of unpaid time off will not be changed in that current calendar year to reflect the new F.T.E. status.

Annual Unpaid Time Off Hours

F.T.E. Status	1-3 years service	4-9 years service	10-14 years service	15+ years service
.4	64 hours	80 hours	96 hours	104 hours
.5	80 hours	100 hours	120 hours	128 hours
.6	96 hours	120 hours	144 hours	152 hours
.7	112 hours	140 hours	168 hours	176 hours
.8	128 hours	160 hours	192 hours	200 hours
.9	144 hours	180 hours	216 hours	224 hours
1.0 (Full-Time)	160 hours	200 hours	240 hours	248 hours

**ARTICLE IX - DISCIPLINE OR DISCHARGE**

SECTION 1. Nurses covered by this Agreement shall not be 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 or should have become known. Disciplinary action of any type will not be issued by telephone.

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

#### 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 nonderogatory 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

SECTION 1. The Hospital, as a community institution, and the Registered Professional Nurses, as a professional group, share the common goal and the common responsibility of providing to the citizens who require it, nursing care which is both safe and adequate and to define and recognize the proper role of the Registered Professional Nurse in the operation of the Hospital.

SECTION 2. The Hospital recognizes that direct and/or indirect total nursing care of the patients assigned to them during their scheduled working hours. Modern facility nursing care which is consistent with current practice requires the direct assistance of various auxiliary personnel and services to the nurses in order to provide adequate nursing care to patients.

SECTION 3. Subject to the rights of the Hospital, as set forth in Article III of this Agreement, it is agreed that the nurse shall have authority commensurate with her responsibility for directing the work of the auxiliary nursing personnel. The Hospital will

make a reasonable effort to employ a sufficient number of auxiliary nursing personnel so as to adequately assist with the various nursing functions and services on all shifts which are recognized and required as a part of total nursing care.

SECTION 4. The parties further agree that certain required auxiliary services which are necessary for providing total patient care are routinely assigned to other Hospital employees. Such activities include the delivery of meals, housekeeping after patient discharge, cleaning service rooms of a ward and delivery of non-prepackaged drugs to a ward. Such duties will not be expected to be performed by a Registered Nurse except in the case of emergency.

SECTION 5. The Hospital agrees that it will make every reasonable effort to implement the above definition of functions and responsibilities of various departments by the adoption of suitable policies and job descriptions so that the Registered Professional Nursing personnel listed above can be fully utilized in providing nursing care.

SECTION 6. Nursing Practice Council. The Nursing Practice Council is composed of one (1) registered nurse representative from each clinical area and the Administrator of Patient Care Services for the purpose of discussing matters of mutual concern that affect the quality of nursing care and nursing practice. Others may be invited to meetings from time to time by mutual agreement of the parties, provided, however, that the consent of either party to such attendance not be arbitrarily or consistently withheld. A representative of the Union may attend meetings of the Nursing Practice Council.

- (a) Meetings may be held monthly on a mutually agreeable date. If a problem should arise that cannot be deferred until such monthly meeting, a special meeting may be scheduled by mutual consent.
- (b) A written agenda shall be submitted by the Council at least seven (7) days prior to a scheduled meeting. If there are items which the Administrator of Patient Care Services desires to add to the agenda, the chairman of the committee shall be notified of the same not less than five (5) days before the meeting.
- (c) Minutes of the meetings will be kept and will be approved by both parties prior to transmittal of same to others.
- (d) Such meetings shall be exclusive of the grievance procedure and no grievance shall be considered at such meetings, nor shall negotiations for altering the terms of this Agreement be held at such meetings.
- (e) Vacancies will be filled by election from among persons volunteering to serve.

SECTION 7. Additional Committees. A list of other nursing department committees shall be published annually. Nurses desiring to serve on a specific committee shall notify the

Nursing Department. The Hospital will identify by title existing Nursing Committees and members of these Committees. Committee vacancies will be posted so as to permit Nurses to volunteer to serve on such Committees. Committee membership selection will be by the Hospital. Committee minutes, other than Q-A Committee minutes are available for review by Nurses in the Office of Nursing Administration.

## ARTICLE XII - EMPLOYEE DEFINITIONS

SECTION 1. Full-Time Nurses. Nurses who are regularly scheduled to work eighty (80) hours per two-week pay 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 2. Part-Time Nurses. Nurses who are regularly scheduled to work less than eighty (80) hours per two-week pay period shall be classified as 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. (Note:

Those part-time nurses working sixty-four (64) hours or more per two-week pay are entitled to certain full-time benefits; see applicable Benefit section.)

SECTION 3. 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 regular 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 regular 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 regular 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.

SECTION 4. Per Diem Nurse. A Per Diem Nurse is a Nurse who waives all fringe benefits provided under the terms and conditions of this Agreement. A Per Diem Nurse must schedule and work three (3) shifts and two (2) weekend shifts, for a total of five (5) shifts per four (4) week schedule in order to maintain and accumulate seniority, unless such minimum shift(s) are canceled or denied by the Hospital. For purposes of this section, Friday and Saturday shall be considered weekend shifts for nurses scheduled to work the midnight shifts. Will be offered hours prior to the pool. All other sections of the agreement will remain in full force and effect.

SECTION 5. Non-Benefit Nurse. A non-benefit RN is a nurse who occupies a budgeted position of 32 hours or more per pay period and waives the following fringe benefits: health care, dental, optical, group life, holiday pay, paid sick/personal days, sick/accident benefits, paid seminar and vacation days.

### ARTICLE XIII - 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 between 4:45 a.m. and 12:30 a.m. Monday through Friday and at all other times the nurse shall notify his/her supervisor, or designee in the supervisor's absence. Those nurses outside the nursing division shall notify their supervisor or designee in his/her absence. Such notification shall be as soon as possible prior to the beginning of her scheduled work hours, stating the reason for her absence (sick day, personal day, bereavement, etc.) and the probable duration of her absence.
- (d) Except by mutual agreement, such work scheduled will be arranged so that a full-time or 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. For purposes of counting weekends, the schedule will begin on the first Monday of the four (4) week schedule and end four (4) weeks later on Sunday.
- (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.

SECTION 3. Temporary Reassignment (Pulling). Whenever it is necessary to effect a temporary reassignment, it shall be done in reverse order of seniority from those nurses who shall possess the appropriate qualification codes to work a particular unit. In all cases, reassignment will be done in the following order: external pool nurses, VISTA pool nurses; temporary nurses; part-time nurses, beginning with the least senior; and finally, full-time nurses, beginning with the least senior. Nurses may not be pulled from a clinical area to which they are orienting without the consent of the nurse. Whenever possible, charge nurses or nurses precepting new employees will not be pulled.

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) Only paid holidays and paid vacations are included as time worked in the computation of overtime.
- (d) 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. Registered nurses are eligible for hard to fill premium pay when they agree to work additional shifts as designated below:

- (a) all shifts available as a result of call-ins, agency cancellations, or vacant shifts when said shifts are unfilled four (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 \$6.25 per hour for each hour worked.

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.

Nurses 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.

Nurses working variable shifts will have the option of utilizing accrued paid time off for full shifts in eight (8), ten (10), or twelve (12) hour blocks.

SECTION 9. Rest and Lunch Periods. Nurses covered by this Agreement who work shifts of less than 12 hours 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 shift. Nurses who work 12 hour shifts are entitled to receive one (1) thirty (30) minute unpaid lunch break and three (3) fifteen (15) minute paid rest periods. 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 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 wishes to leave the Hospital during such period of time, the nurse must receive permission of supervisor and shall clock-out when leaving and clock-in when returning. Rest and lunch periods are not to be taken in patient care areas.

SECTION 10. Call-In and Overtime Opportunities. Nurses who wish to be available for call-in and overtime work opportunities will sign a list kept for such purposes in the Staffing Office. Nurses will indicate which shifts and units they are available to be called to work. Nurses will be required to possess the appropriate qualification code(s) to be eligible for

call-in and overtime opportunities. The Hospital will call only those nurses who have signed such list and are available and qualified to work on the unit and shift. Nurses who have signed the list and who decline a call-in or overtime work opportunity will be charged for same for equalization purposes. Equalization of overtime opportunities will be on a per schedule basis.

Overtime opportunities available at the time a schedule is posted will be granted based on the provision of equitable in the order of seniority. Shifts available after the original schedule posting deadline may be filled at straight time rate when offered to all eligible nurses in order of seniority. Shifts available after the original schedule posting deadline that are not able to be filled at straight time, will be offered to those nurses eligible for overtime premium in order of seniority. This provision does not preclude the provisions for hard to fill shifts identified in Article XIII, Section 5.

SECTION 11. Employees who are scheduled to work and report to work without being notified by the Hospital that insufficient work is available, will receive four hours of work or four hours pay at their regular hourly base rate of pay, however, that this guarantee will not apply due to circumstances beyond the control of the Hospital, Acts of God, or labor disputes involving S.E.I.U., Local 79 members, employees of Riverside Osteopathic Hospital.

#### ARTICLE XIV - VACATIONS

SECTION 1. Eligibility and Computations. Each full-time and part-time nurse, after a completion of the first year, shall be entitled to vacation time with pay. However, during the first year of a full-time nurse's employment, and upon the completion of a full six (6) months of employment, the full-time nurse may take, in advance, one-half (½) 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. 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. Vacation benefits are computed based on a full year of service and 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
15 and subsequent years	.0842 per hour	168 hours

**SECTION 3.** Non-Benefit RNs are not entitled to unpaid time off for vacation days as defined in Sections 1 and 2 of this Article. When a regular staff nurse transfers to non-benefit status, all accrued vacation days will be paid off immediately.

When a non-benefit RN transfers to a benefit status, they will begin to accrue paid vacation days upon the effective date of transfer.

**SECTION 4. Limitations.** The maximum amount of vacation accrual that any employee may maintain at any time is an amount equal to two times his/her current maximum annual accrual.

**SECTION 5.** No money payments in lieu of vacation will be made by the Hospital, except by mutual agreement with the employee and the Hospital.

**SECTION 6. Vacation Scheduling.** Vacation days may be taken on any day that any Nurse could normally be scheduled to work. All vacations must be scheduled with and approved by the employee's department head. Vacation requests submitted by May 15 of each year shall be granted as far as possible when requested. In case of conflict in the choice of such vacation times, the nurse with the greatest seniority will have the first choice of vacation schedule. A vacation schedule based upon request, for period of June 1 through May 30 of the following year, submitted prior to May 15 will be published prior to June 1. In the case of vacation requests submitted by nurses after May 15 such requests shall be granted in order of receipt of such requests unless simultaneous requests are made, in which case seniority shall govern. Vacation requests made after May 15 must be made at least two (2) weeks prior to the beginning of the four (4) week schedule during which period of time the vacation is requested.

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) or two (2) 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 in which the vacation falls or those requests after the effective date of the schedule will not entitle the nurse to the option of being scheduled off on the two 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 7. 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 time will be paid. If a nurse is discharged, they shall receive only such unused vacation benefits in their Bank. In the event of death, the nurse's 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 8. 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 9. 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 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 10. 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. In order to be eligible to receive such advance payment, 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 11. Vacation time may be utilized in one (1) hour increments.

ARTICLE XV - Holidays

SECTION 1. Paid Holidays. Each full-time nurse shall be paid eight (8) hours at the nurse's straight-time hourly rate, exclusive of all premiums, for the following ten (10) holidays not worked:

New Year's Day (January 1)	Thanksgiving Day
Memorial Day	Christmas Eve Day (December 24)
Independence Day (July 4)	Christmas Day (December 25)
Labor Day	New Year's Eve Day (December 31)
Two (2) Floating Holidays	

Each part-time nurse covered by this Agreement shall be paid eight (8) hours holiday pay at the nurse's straight-time hourly rate, exclusive of all premiums, for the two (2) floating holidays.

SECTION 2. Eligibility. In order for a nurse to be paid for such holidays, the nurse must have worked the number of hours scheduled for her last working day prior to and on the next scheduled working day after such holiday, unless a reasonable excuse for failure to work on either or both of such days is given to the Hospital and which is supported by reasonable proof.

SECTION 3. Scheduled Floating Holidays. A nurse may schedule a floating holiday during the payroll calendar year, provided the nurse has secured the prior permission of their immediate supervisor to take such floating holiday no later than the Wednesday preceding the date of preparation of the four (4) week schedule within which such floating holiday will fall.

In the event a nurse submitting a request for a floating holiday is denied more than two (2) times, the second requested date will then be considered their floating holiday and they will be paid premium pay for the shift or be given a third option.

SECTION 4. A nurse who is on layoff, except if the layoff occurs in the week during which the holiday falls, or on leave of absence at the time such holiday occurs, will not be paid for that holiday.

SECTION 5. In the event a full-time nurse covered by this Agreement is required to work on any holiday, the nurse shall receive the holiday pay 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.

SECTION 6. In the event a part-time nurse covered by this Agreement is required to work on any holiday, the nurse shall receive time and one-half (1-1/2) her regular rate of pay for the hours actually worked and in addition, shall receive holiday pay computed at her straight-time rate equal to the number of hours worked on such holiday, not to exceed eight (8) hours, provided the nurse works the number of hours scheduled for the nurse's last working day prior to and the next scheduled working day after such holiday, unless a reasonable excuse for failure to work on either or both of such days and which is supported by reasonable proof. Part-time employees must actually work on the holiday in order to receive any holiday allowance benefits, except as provided in Section 1.

SECTION 7. Holiday work assignment shall be rotated among nurses based upon an A/B schedule or other mutually agreeable rotation schedule.

SECTION 8. For the night shift, the holiday shall be considered to begin at 11 p.m. of the day of the holiday.

SECTION 9. In any week in which a holiday occurs on a full-time nurse's "off day" at her request, the nurse shall be granted an extra day off or receive holiday pay for all unworked holidays.

SECTION 10. Nurses who report to work on a holiday will be guaranteed a minimum or four (4) hours' work on such holiday provided, however, if patient care permits, the nurse and the Hospital may mutually agree that the nurse may leave prior to the expiration of such four-hour period in which case the nurse shall be paid only for the hours actually worked on that holiday.

#### ARTICLE XVI - WAGES

SECTION 1. Wages. The parties hereto agree that the wage salary schedule for nurses in this bargaining unit shall be as set forth in Schedule "A" attached hereto and made a part of this Agreement.

#### 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. status (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 per person, \$500 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 corporation's 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 the network. The deductibles and co-pay differ if the services are provided out of the 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 Resource 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 per person, \$500 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 Resource 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) and their eligible dependents 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. Optical 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) and their eligible dependents 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 month period. Adults eligible for services once every consecutive twenty-four (24) months, eligible child dependents under 19 may have services covered once every twelve (12) consecutive months.

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. Health Care Eligibility During Leave of Absence. For those nurses who are currently enrolled for health insurance, dental, optical and life insurance coverage, the Hospital will continue to maintain that coverage while the nurse is receiving Sickness & Accident benefits. Nurses who have selected Blue Cross/Blue Shield Options II or SelectCare health care plans need to make arrangements with their Human Resource Department to continue their payroll deduction for premiums that they are responsible for.

Those nurses who have exhausted their Sickness & Accident benefits may be eligible to continue their insurance under COBRA.

Nurses off on Workers' Compensation beyond a one (1) year period will no longer be eligible for hospital paid insurance and may be subject to coverage under COBRA.

All nurses have the right to request and receive annually a summary plan description of insurance benefits and eligibility requirements.

SECTION 6. Physical Examinations.

- (a) Physical examinations will be arranged for all nurses by the Hospital without cost to the nurse upon hiring.
- (b) Annual physical examinations will be arranged by the Hospital without cost to the nurse. This examination shall include the following:
  - (i) Chest x-ray if the nurse is a positive PPD reactor; PPD negative nurse will receive an annual PPD in lieu of an annual chest x-ray until the nurse becomes a positive PPD. A chest x-ray will be given every three (3) years for nurses age 40 or over;
  - (ii) CBC;
  - (iii) Pap Smear (optional);
  - (iv) Communicable disease immunity screening (Varicella, Rubeola, Rubella, Mumps, Hepatitis B)
  - (v) Urinalysis (optional);
  - (vi) The Hospital will offer available vaccines to employees as necessary.
  - (vii) Such other tests as appear desirable or necessary for the protection of the nurse as determined by the Hospital.
  - (viii) Oncology nurses shall have a yearly liver and medical profile done.

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

The Hospital will screen all present employees for Hepatitis B and offer the vaccine and any follow-up boosters to all employees who are considered at high risk (as defined by OSHA) at the Hospital's expense.

- (c) The Hospital offers to nurses the opportunity of obtaining the following immunizations without costs;
  - (i) Tetanus toxoid or booster;
  - (ii) Diphtheria series or booster; Hepatitis B, MMR, influenza
  - (iii) Immunizations: As may be required by OSHA guidelines.

- (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 without cost to the nurse.
- (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 7. 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.

#### **ARTICLE XVIII - EDUCATIONAL REIMBURSEMENT LOAN**

Any full-time nurse, and part-time 64-hour nurse, eligible for educational leave shall be granted a reimbursement loan not to exceed the amount of \$1,400 per academic year the nurse completes during which the nurse maintains a "C" average or a passing grade in the case of pass/fail system to partially defray tuition and other education expenses. The reimbursement loan will be subject to the following conditions.

- (a) The nurse, upon completing each semester for which a reimbursement loan is requested, shall present to the Hospital satisfactory evidence of completion of such semester with the required grade level.
- (b) The nurse will then be granted a reimbursement loan in the appropriate amount which will be evidenced by a demand promissory note. The amount of such demand promissory note will be forgiven at the rate of \$75 per month for each month of active employment by the nurse at the Hospital following completion of such semester. If the nurse does not continue in the employment of the Hospital for a period sufficient to have the entire amount of the reimbursement loan forgiven, the balance due will be repaid upon termination of employment or resignation.
- (c) Nurses who intend to apply for a reimbursement loan must advise the Hospital at least thirty (30) days prior to the commencement of the semester for which such reimbursement loan will be requested and receive the written approval of the Administrator of Patient Care Services and the Vice President of the Hospital.
- (d) Part-time nurses who are regularly scheduled to work at least 40 hours per pay period, but less than 64 hours per pay period, who meet all other eligibility requirements of this section, will be entitled to a reimbursement loan not to exceed the amount of \$700 per academic year to be forgiven at the rate of \$40 per month. Such reimbursement loan shall be subject to all other provisions of this section.
- (e) All requests for reimbursement loans and the rate of forgiveness will be approved according to the status of the nurse at the time of application. However, a nurse will only be allowed the higher reimbursement loan and rate of forgiveness once in an academic year if she transfers from full-time to part-time status after the approval of her educational assistance request.

#### **ARTICLE XIX - SICKNESS AND ACCIDENT BENEFIT**

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 who have completed six (6) months employment and have completed 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 twenty-six (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) Excluded from payments of sickness and accident benefits are illnesses and accidents for which the nurse is eligible to receive workers' compensation benefits.
- (d) 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 in the schedules set forth above.
- (e) The nurse must initiate the request for sickness and accident benefits on forms furnished by the Hospital.
- (f) Sickness and accident benefits will not be paid to nurses on vacation, on a scheduled day off or to nurses on leaves of absence or to laid off nurses.

Nurses receiving Sickness & Accident benefits who are released to return to work with restrictions and the Hospital is unable to accommodate those restrictions will continue on Sickness & Accident benefits until such time as the restrictions are lifted or Sickness & Accident benefits have been exhausted.

- (g) Eligibility for Health Insurance while on Sickness and Accident: The Hospital will maintain health insurance, dental, optical and life insurance coverage on employee while receiving sickness and accident benefits. Employees who have elected health care options that require employee participation should contact their Human Resource Department to arrange for payments to cover their premium participation responsibility.

Those employees who have exhausted their Sickness & Accident benefits may be eligible to continue their health care, dental and optical insurance coverage under COBRA and may contact the Group Life Insurance company's local agent to convert their life insurance to an individual policy.

## ARTICLE XX - SICK/PERSONAL DAYS

SECTION 1. Each full-time and part-time nurse earns sick/personal days on a payroll calendar year basis. Each nurse earns sick/personal time at the rate of .040 times compensated hours, up to a maximum of eighty (80) hours.

SECTION 2. Non-benefit RNs are not entitled to sick and personal days as defined in Section 1 of this Article. When a regular staff nurse transfers to non-benefit status all accrued sick/personal days will be paid off immediately.

When a non-benefit RN transfers to a benefit status, the nurse will begin to accrued paid sick/personal days upon the effective date of transfer.

SECTION 3. During the first year of employment, nurses who have completed six (6) months of employment may borrow up to one-half (½) of their annual accrued sick/personal time which has been earned and may use this accrued time between their sixth (6th) and twelfth (12th) months of employment.

SECTION 4. Sick/personal day allowance shall be paid only for the (i) non-occupational sickness or injury; or (ii) personal leave time. Sick/personal allowance will not be paid during periods an employee is actually receiving sickness and accident benefit payments under Section 1 hereof. Sick/personal day allowance will be paid for a personal leave day only if 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.

SECTION 5. A nurse shall receive eight (8) hours' 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 due to illness or injury or has properly requested a personal day, and will not be paid to nurses (1) on vacation; (2) on a holiday; (3) on a leave of absence, except a medical leave; or (4) to laid off nurses.

SECTION 6. Nurses may utilize partial sick/personal days in one (1) hour increments. 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.

SECTION 7. Full-time and part-time nurses who have more than six (6) months of service who terminate employment will be paid all unused sick/personal benefit days which were accrued in Banks I and II, as long as the employee gives the Hospital at least two (2) weeks' notice of their intention to terminate and works the entire two (2) week period. Only sick/personal hours accrued during the previous payroll calendar year (Bank I) will be paid

to the employee, upon termination, if the employee fails to give and work out the entire two (2) weeks notice.

SECTION 8. In the event of an employee's death, accrued and unused sick/personal benefit hours to which the nurse was entitled at the time of death shall be paid to the persons entitled thereto according to law.

SECTION 9. If a nurse is discharged, only such unused banked sick/personal benefit hours as was earned and unused in the year prior to the year of discharge shall be paid (Bank I).

SECTION 10. Bonus Program Payment for unused banked sick/personal benefit days which are accrued during a previous calendar year will be paid by December 20th. In the event sick/personal pay-off checks are received prior to December 20th, they will be made available to employees.

<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%

The Hospital will publish annually in December the calendar cut off date for the following year for Bank "1" usage.

#### ARTICLE XXI - GROUP LIFE INSURANCE

SECTION 1. Group Life Insurance. The Hospital will maintain, at its own expense, a group life insurance policy or policies covering the life of each full-time nurse and each 64-hour part-time nurse in the principal amount of one times annual earnings rounded to the next higher \$1,000 to age 65. Also, add AD&D equal to the principal life insurance amount for loss suffered as a result of non-work related accidental injury (subject to terms and conditions set forth in policy between Company and carrier) will be provided. For full-time employees, annual earnings shall be computed by multiplying the employees straight time base hourly rate x 2080. Part-time employees will have their base rate multiplied by their normal scheduled hours. Such insurance coverage will commence on the first (1st) day of the month following the completion of the probationary period. The Hospital will not pay the premium of such insurance for any nurse for the policy month following any policy month in which that employee does not actually work at all for the



Hospital prior to the premium remittance date, except for the period she is receiving sickness and accident benefits under Section 1 hereof, in which event the Hospital will continue to make such payments for the duration of the approved medical leave. Part-time nurses will receive life insurance on a pro-rata basis.

SECTION 2. Optional Group Term Life Insurance. Optional individual life insurance coverage for employee and family members is available through convenient payroll deduction at employee's own expense.

Plan A: Two times annual earnings for self.

Plan B: One times annual earnings for self.

Plan C: \$10,000/\$5,000 for spouse/dependents.

Plan D: \$5,000/\$1,000 for spouse/dependents.

#### ARTICLE XXII - LONG-TERM DISABILITY INSURANCE

The Hospital agrees to make available a representative to offer an individual long-term disability program which will be available to employees at the employees' cost.

#### ARTICLE XXIII - LIABILITY INSURANCE COVERAGE

The Hospital shall maintain liability coverage in its name, covering the Hospital for Nurses working directly with patients to insure against liability for claims arising out of incidents in the course of the nurse's employment, the amount of insurance to be \$1,000,000.00 per incident, or such higher amount as the Hospital deems appropriate.

#### ARTICLE XXIV - RETIREMENT BENEFITS

Retirement Plan All 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.

#### **ARTICLE XXV - PROFESSIONAL ISSUES**

**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 Services and must receive approval in writing before attending.

**SECTION 3.** With the permission of the Hospital, a Registered Professional 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 XXVI - 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. Section 16201 of the Michigan Public Health Code provides for a late renewal period of 60 days after the expiration date of a license and permits the licensee who has not renewed his or her license by the expiration date to continue to practice and use the title during the 60-day late renewal period. This permits the nurse to practice during this period.

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. The Hospital will conduct an orientation program for all newly-hired nurses. All newly hired nurses shall be required to participate and successfully complete the orientation program. Newly licensed or hired nurses may be required to work full-time during their orientation.

Orientation will include:

- (a) general hospital orientation
- (b) nursing and hospital policies and procedures
- (c) documentation requirements
- (d) nursing standards of practice and standards of care
- (e) mandatory In-service training including: BSI, BLS, fire and safety, physical management and hearing/visual impaired
- (f) equipment functioning including Accucheck and emergency equipment
- (g) nursing unit layout

Newly hired nurses will be afforded the opportunity to meet with one union steward during the initial orientation phase so that the steward may orient the nurse to the bargaining unit practices and provisions of this Agreement.

All newly hired nurses will be expected to obtain the charge nurse qualification code within 12 months of their date of hire. All nurses presently on staff as of 3/1/97 will be expected to obtain the charge nurse qualification code by 3/1/98. Training and education will be provided by the hospital.

It is agreed under certain circumstances there will be exceptions made by mutual consent of the manager and the nurse that a nurse may be excused from performing charge nurse duties.

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 Practice Council, the Threat Response Team, 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 Check. 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. Mutual Trust and Respect. Each party recognizes that mutual trust and respect is essential to establish a harmonious, constructive work atmosphere. In the event either party believes that some action by the other is contrary to the spirit and intent of this provision, it shall be discussed as soon as possible with the appropriate representatives of the other party. A formal grievance may be submitted subsequent to such discussion if the matter is not satisfactorily resolved during the discussion.

SECTION 15. Nurse-Patient Ratios/Work Load. The parties agree and recognize that appropriate patient care is the primary objective of both parties. In providing patient care, the Hospital shall establish nurse-patient ratios, staff mix and staffing guidelines designed to adequately meet patient care needs. Such guidelines will provide for reasonable workloads and will take into account patient acuity, nursing personnel competencies and staff mix.

SECTION 16. Supervisory and non-bargaining unit Registered Nurses will not perform work of the bargaining unit except for purposes of training or instruction, emergency or when bargaining unit Registered Nurses are not available.

SECTION 17. Seminars. Nurses covered by this Agreement will be granted up to three (3) days off, one (1) with pay and two (2) without pay per payroll calendar year to attend health care related seminars. Paid seminar days must be approved by the Administrator, Patient Care Services or the appropriate Administrator. One (1) additional paid seminar day will be granted for nurses taking a national certification exam. Nurses working in areas that require ACLS or NNR as part of unit competency requirements will not be required to utilize one of the above seminar days for attending the final test out date and the time off. In such cases, the seminar fee and required time off to attend the actual test date will be paid by the Hospital. All costs of the seminar will be the responsibility of the

nurse or unless reimbursement for such seminars are approved by the nurse's immediate supervisor and the Administrator, Patient Care Services or the appropriate Administrator.

SECTION 18. Steward Training. Each Union steward or alternate, up to a maximum of five (5), 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 19. Personnel files or benefit accrual computations shall be made available to the nurse within two (2) 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 20. New Policies and Procedures. New and/or revised nursing and/or applicable Human Resource policies and/or procedures will be reviewed with the union stewards during monthly Steward/Management meetings. Copies of such policies, procedures and/or work rules will be made available to the stewards upon request and copies sent to S.E.I.U., Local 79.

SECTION 21. Short staffing forms will be available on each unit.

SECTION 22. Monthly Steward/Management Meetings. Monthly meetings will be scheduled for the purpose of Union Stewards and Management to meet to discuss concerns and problems the bargaining unit members or Management may be experiencing. In December, a meeting schedule will be issued for the upcoming year. Union Stewards and Management personnel may add items to the agenda by contacting the Secretary to the Director of Human Resources prior to each meeting. Meetings will be canceled if there are no agenda items.

SECTION 23. Until a decision is reached regarding the availability of an enclosed smoking area, the Hospital agrees to clean and maintain the area presently being used.

SECTION 24. The Hospital will offer direct deposit into the nurse's present bank account or the nurse may continue to receive a bi-weekly cashable paycheck.

Section 25. Successorship Clause. In the event that action is taken to substantially modify operations of Riverside Osteopathic Hospital during the proposed term of this agreement, it is the intent of hospital management to honor the terms of this agreement (or negotiate their modification) with Local 79, S.E.I.U. In the unlikely event that the facility is permanently closed, hospital management will provide the Union with as much advanced notice, of such closure, as practicable (in order to negotiate the affects of closure). However, no less than 60 days notice will be provided to the Union.

Section 26. Under no circumstances will RCT, Pharmacy Tech, Paramedic and EMT replace the RN position.

## **ARTICLE XXVII - 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 cooperative 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 XXVIII - 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.

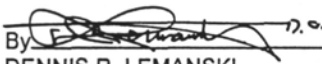
#### **ARTICLE XXIX - DURATION**

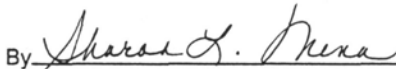
This Agreement shall be effective as of the 7th day of March 1996, and shall continue in full force and effect until midnight on the 6th day of March 1999, and for successive yearly periods thereafter, unless notice is given in writing by either the Union or the Hospital to the other at least ninety (90) days prior to March 6, 1999, 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. 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 anniversary date set forth in this Section 1.

IN WITNESS WHEREOF, the parties hereto have set their hands this 7th day of March 1996.

FOR THE EMPLOYER:

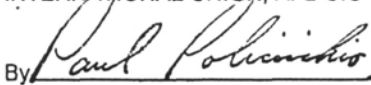
RIVERSIDE OSTEOPATHIC HOSPITAL

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

By   
SHARON L. MENA  
Director, Human Resources

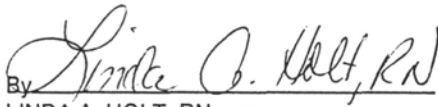
FOR THE UNION:

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

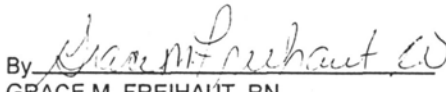
By   
PAUL J. POLICICCHIO, President

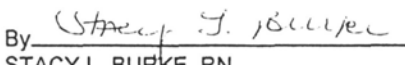
By   
NORBERT PRZYBYŁOWICZ,  
Suburban Coordinator

UNION NEGOTIATING COMMITTEE

By   
LINDA A. HOLT, RN

By   
BARBARA A. MULLIGAN, RN

By   
GRACE M. FREIHAUT, RN

By   
STACY L. BURKE, RN

By   
PATRICIA A. LANGE, RN

By   
MILDRED O. CLELLAND, RN

By   
JUDITH K. KEARNEY, RN

## SCHEDULE A

SECTION 1. The following schedule of wage rates shall be paid to nurses covered by this Agreement and is based on continuous service at the Hospital.

- (a) Effective March 7, 1996, but to be paid retroactive, by separate check, to the first full pay period after March 7, 1996 (March 10, 1996) for all hours paid for employees on the payroll the date of ratification the wage rates shall be as follows:

Staff Nurse:

<u>Start</u>	<u>12 Mos.</u>	<u>24 Mos.</u>	<u>36 Mos.</u>	<u>48 Mos.</u>	<u>60 Mos.</u>
\$19.14	\$20.76	\$21.32	\$21.70	\$22.45	\$23.41

- (b) Effective March 9, 1997 (the beginning of the first full pay period after March 7, 1997):

Staff Nurse:

<u>Start</u>	<u>12 Mos.</u>	<u>24 Mos.</u>	<u>36 Mos.</u>	<u>48 Mos.</u>	<u>60 Mos.</u>
\$19.62	\$21.28	\$21.85	\$22.24	\$23.01	\$24.00

- (c) Effective March 15, 1998 (the beginning of the first full pay period after March 7, 1998):

Staff Nurse:

<u>Start</u>	<u>12 Mos.</u>	<u>24 Mos.</u>	<u>36 Mos.</u>	<u>48 Mos.</u>	<u>60 Mos.</u>
\$20.11	\$21.81	\$22.40	\$22.80	\$23.59	\$24.60

### SECTION 2. Per Diem Rates

\$27.11 per hour effective March 10, 1996 (the beginning of the first full pay period after March 7, 1996).

\$27.79 per hour effective March 9, 1997 (the beginning of the first full pay period after March 7, 1997).

\$28.48 per hour effective March 15, 1998 (the beginning of the first full pay period after March 7, 1998).

### SECTION 3. Non-Benefit Rates

Effective January 1, 1997:

Full-Time Rate - sixty-four (64) hours or more per pay period will receive \$5.00 per hour to be paid quarterly on all hours paid.

Part-Time Rate - Thirty-two (32) to sixty-three (63) hours per pay period will receive \$4.00 per hour to be paid quarterly on all hours paid.

SECTION 4. Graduate nurses will be paid at the rate of \$17.00 per hour for their first ninety (90) days of employment and then will move to the start rate.

SECTION 5. 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, he/she may be hired at the rate of pay commensurate with his/her experience and shall thereafter progress through the wage scale accordingly.

SECTION 6. 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 one dollar twenty-five cents (\$1.25) afternoon shift and one dollar fifty cents (\$1.50) midnight shift per hour for each hour worked during that period. 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 7. A Charge Nurse who is temporarily assigned and actually performs the duties of a charge nurse shall receive an additional one dollar (\$1.00) per hour over her base pay for each hour so worked. Full-time charge nurses shall automatically receive such charge pay without having to obtain daily time card endorsements.

SECTION 8. On-Call Pay. A nurse who is on-call shall receive two dollars (\$2.00) per hour while on-call. If called in, the on-call pay ceases and the nurse will receive time and one-half (1-1/2) her base hourly rate and any applicable shift differential for hours actually worked. In addition, a nurse who is called in will be paid her regular straight-time rate, exclusive of premium, for the amount of time, if any, between her hours worked and four (4) hours.

An RN working in a nursing unit (i.e., Surgical Services) which require RNs as part of their job function to take on-call will continue to be paid on-call pay when called in to work.

SECTION 9. Weekend Differential. Nurses shall be paid an additional \$1.00 per hour for all hours on a weekend. Weekends are as stated in Article XIII, Section 2(d).

SECTION 10. Preceptor Pay. Nurses shall receive an additional seventy-five (\$.75) cents per hour over their base pay for each hour worked as a Preceptor.

SECTION 11. Retention Bonus. Registered nurses (excluding per diems) who have service with Riverside Osteopathic Hospital will be eligible to receive up to 2.50% of their annual earnings for all hours compensated in a one-time lump sum bonus. Retention bonus will be paid in February. The premium amount paid to a non-benefit nurse will be deducted from their annual earnings prior to computing their retention bonus.

<u>Years of Service</u>	<u>Percentage</u>
1	0.25%
2	0.40%
3	0.55%
4	0.70%
5	0.85%
6	1.00%
7	1.15%
8	1.30%
9	1.45%
10	1.65%
11	1.80%
12	2.00%
13	2.15%
14	2.35%
15	2.50%

For all nurses hired after August 16, 1996, after five years of continuous employment from their seniority date, registered nurses (excluding Per Diems) will be eligible to a retention bonus based on annual earnings (minus any non-benefit premium paid) according to the following schedule:

<u>Completed Years of Service</u>	<u>Percentage</u>
5	0.85%
6	1.00%
7	1.15%
8	1.30%
9	1.45%

10	1.65%
11	1.80%
12	2.00%
13	2.15%
14	2.35%
15	2.50%

LETTER OF UNDERSTANDING  
Use of Graduate Nurses

Notwithstanding, graduate nurses at Riverside Osteopathic Hospital will not be placed in position of charge.

Baccalaureate Nurses

During the collective bargaining negotiations leading to the Agreement to which this Letter is attached, the parties agreed to eliminate the wage differential previously paid to staff nurses with a baccalaureate degree in nursing as to all nurses hired after the effective date of this Agreement. All present staff nurses holding a baccalaureate degree in nursing will continue to receive Eight Cents (\$.08) per hour above the rate to which they are entitled, based upon length of service, as set forth in Schedule A, so long as they continue to be employed as a staff nurse at Riverside Osteopathic Hospital, but newly-hired staff nurses with a baccalaureate degree in nursing will receive only the rate of pay specified in Schedule A.

It is agreed that the only staff nurses entitled to receive the extra payment set forth above are the following:

L. Dettloff      K. Solberg

LETTER OF UNDERSTANDING  
Change of Insurance Provider

During the term of this Agreement, 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 as to the items as identified in this Letter of Understanding. Any agreement reached by the parties shall be implemented as soon as reasonably possible after such negotiations.

LETTER OF UNDERSTANDING  
Vending Machines

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

LETTER OF UNDERSTANDING

Insurance reopener at Union request if government changes health care coverage.

LETTER OF UNDERSTANDING  
Policy Statement Regarding Substance Abuse

Riverside Osteopathic Hospital will continue its efforts and resolve to maintain a drug-free work place. It is illegal for employees to possess, use, consume, distribute, sell, offer for sale or be under the influence of intoxicants, narcotics or any controlled substance on Hospital property at any time. Employees who have prescriptions for controlled substances from their personal physician are required to get permission from their supervisor to either work or to take the medication while at work.

The Hospital has an employee assistance program for substance abuse as well as health care coverage for in-patient and out-patient care for treatment of substance abuse.

The employee assistance program is managed by the Human Resources Department and all inquiries for assistance are kept strictly confidential. Employees seeking assistance are given a choice of several referral agencies outside the Hospital. The referral agencies will evaluate the employee's condition and determine whether the employee should be referred to an in-patient or out-patient treatment program. Employees who are referred to either out-patient or in-patient programs are covered by the Hospital's health care program and Sick and Accident program providing the employee is eligible for such coverage.

Employees who seek assistance voluntarily and without employment related provocation will not receive any form of disciplinary action and their inquiries will be kept strictly confidential. Employees may seek assistance through their immediate supervisor, their department director, division director, the Human Resources Director or the Vice President.

Employees seeking assistance will not be required, as a condition of referral, to admit the nature, degree, volume of consumption, the length of their involvement or the particular substance or substances they may have abused. No record of their referral or treatment will be kept as a part of the employee's personnel file (exception: this will not apply to



employees guilty of Standards of Conduct violations related to substance abuse prior to entering the referral program).

After a voluntary referral, an employee may or may not elect to enter into a recommended in-patient or out-patient treatment program without fear of reprisal or disciplinary action due to the employee's decision to refuse treatment.

The Human Resource Department will confidentially arrange a leave of absence for employees who enter an in-patient treatment program. Employees who enter an out-patient treatment program and have temporary scheduling difficulties may seek temporary assistance from the Human Resource Department.

#### Health Professional Recovery Program

The hospital also supports the Health Professional Recovery Program which is a non-disciplinary, treatment-oriented program for impaired health professionals. "Impaired" or "impairment" means the inability of a health professional to practice his or her health profession in a manner that conforms to the minimum standards of acceptable and prevailing practice for that health professional due to the health professional's substance abuse, chemical dependency or mental illness or the health professional's use of drugs or alcohol that does not constitute substance abuse or chemical dependency (MCL 333.161061)

Professionals wanting information on the Health Professional Recovery Program can reach the department through the Bureau of Occupational & Professional Regulations which number is posted on the RN bulletin board or may contact the Human Resource Department.

#### 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.

LETTER OF UNDERSTANDING  
Bereavement

In order for an employee to receive bereavement pay for a blood relative/in-law not specifically named in Article VIII, Section 6, the blood relative/in-law must reside in the employee's household.

