

4375

12/31/2000

A G R E E M E N T

between

BAY MEDICAL CENTER  
1900 Columbus Avenue  
Bay City, Michigan 48708

and

MICHIGAN AFSCME, COUNCIL 25, AFL-CIO  
AND ITS AFFILIATED LOCAL UNION #3579

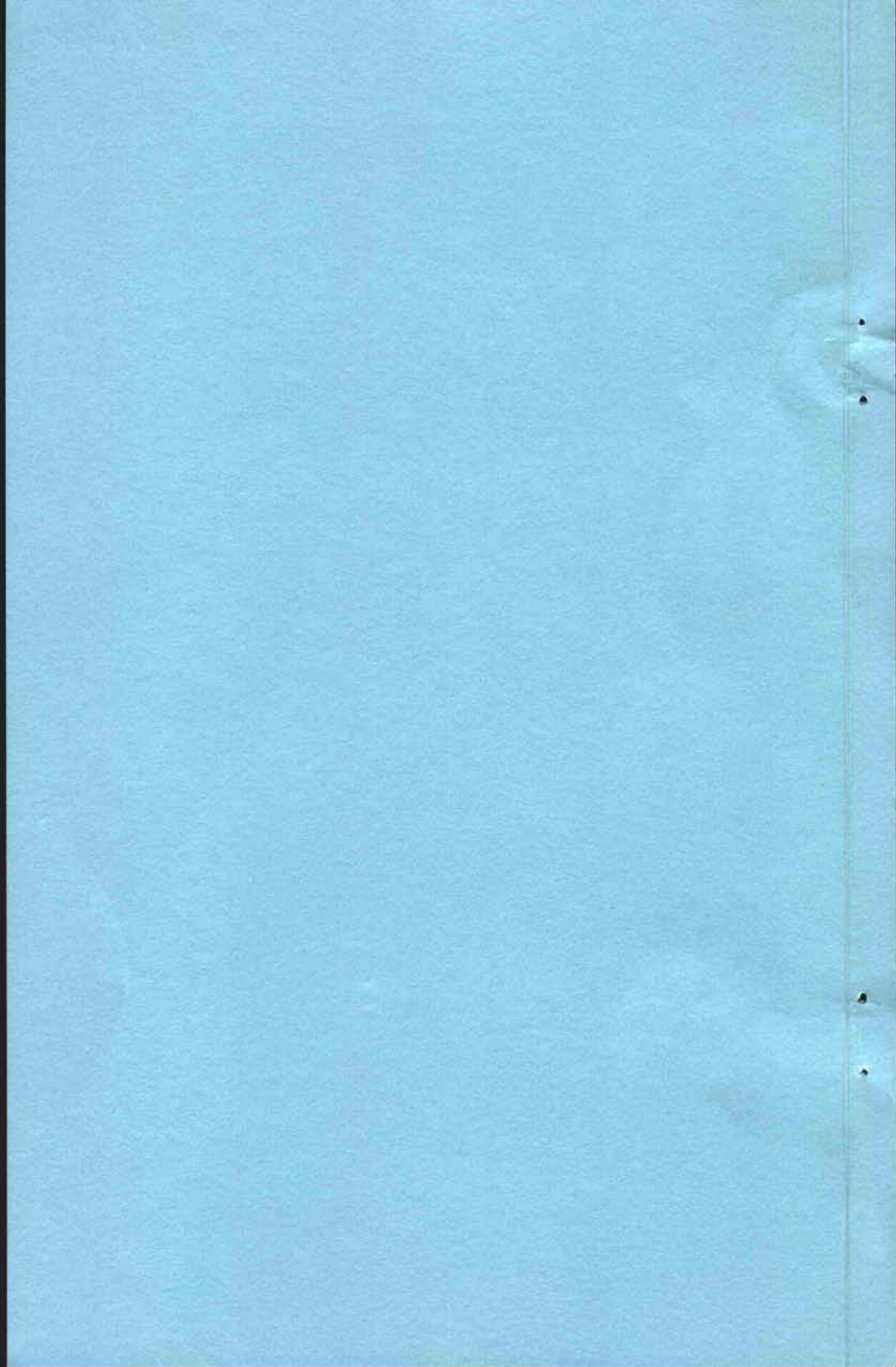
Agreement Effective January 1, 1998

through

December 31, 2000

*Bay Medical Center*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
MICHIGAN STATE UNIVERSITY



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Licensed Practical Nurses

A G R E E M E N T

Between

BAY MEDICAL CENTER

and

MICHIGAN AFSCME, COUNCIL 25, AFL-CIO  
AND ITS AFFILIATED LOCAL #3579

\*\*\*\*\*

This Agreement entered into this 6th day of January, 1998, by and between Bay Medical Center, 1900 Columbus Avenue, Bay City, Michigan 48708, and 3250 East Midland Road, Bay City, Michigan 48706, a Michigan non-profit corporation of Bay City, which hereafter is referred to as the "Medical Center" and Michigan AFSCME, Council 25, AFL-CIO, and its affiliated Local Union #3579, hereafter referred to as the "Union".

ARTICLE I

RECOGNITION

The Medical Center hereby recognizes the Union as the exclusive bargaining representative as defined in applicable law for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, of all the Licensed Practical Nurses of Bay Medical Center who are employed as Licensed Practical Nurses, and who are included in the bargaining unit described as follows:

All Licensed Practical Nurses of Bay Medical Center, who are employed as Licensed Practical Nurses. (Includes persons awaiting Michigan licensure, and who are employed as graduate practical nurses under a temporary permit issued by the Michigan Board of Nursing. Such nurses must obtain their state license within three months of the first state board exam for which the applicant is eligible and scheduled, or Bay Medical Center will terminate their services as Graduate Practical Nurses and they shall not be considered as being included in this unit.

ARTICLE II

UNION SECURITY

Section 1.

- A. Licensed Practical Nurses of the former General Division of Bay Medical Center who were Licensed Practical Nurses thereof immediately prior to its closing (December 1, 1977) and who were covered by this Agreement who are now members of the Union in good standing in accordance with its constitution and bylaws shall, as a condition of employment, maintain membership in good standing for the duration of this Agreement.
- B. Licensed Practical Nurses who were employed by the Mercy Memorial Division immediately prior to the closing of the Mercy Memorial Division (February 1, 1978) who were not and who are not now members of the Union are not included in the provisions requiring membership in the Union as a condition of employment.
- C. Licensed Practical Nurses who were employed by the Samaritan Hospital immediately prior to the merger of Bay Medical Center and the Samaritan Hospital (January 1, 1980) who were not and who are not now members of the Union are not included in the provisions requiring membership in the Union as a condition of employment.
- D. Licensed Practical Nurses who were employed by Bay Medical Center since its opening date (November 17, 1977) and who were not and are not now members of the Union are not included in the provisions requiring membership in the Union as a condition of employment.
- E. Licensed Practical Nurses hired after 6-1-80 who are scheduled sixteen (16) hours or more per week shall, as a condition of continued employment, on the first day of the month following the completion of ninety (90) calendar days of employment, become and remain members of the Union in good standing. The Medical Center agrees that at least 50% of the Licensed Practical Nurses hired during the life of this Agreement will be scheduled to work sixteen (16) or more hours per week.
- F. The language in Article II, Section 1 - A, B, C, D and E is not to be interpreted in any manner as prohibiting the Licensed Practical Nurses referred to in Article II, Section 1 - A, B, C, D and E from voluntarily becoming members of the Union at any time. However, should they become members of the Union, they shall maintain their membership in the Union in good standing as a condition of employment for the duration of this Agreement.

- G. Seasonal, temporary, per diem, and other part-time Licensed Practical Nurses scheduled less than sixteen (16) hours per week, shall not be required to join the Union and maintain such membership. Licensed Practical Nurses scheduled sixteen (16) or more hours per week who go on a reduced schedule of less than sixteen (16) hours per week are not required to maintain membership in the Union as a condition of employment. The Medical Center shall not use more than fifty percent (50%) of the Licensed Practical Nurses as seasonal, temporary, per diem, or part-time employees.
- H. Bay Medical Center will not interfere with, restrain or coerce Licensed Practical Nurses because of membership or lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union.
- I. The Union agrees that its agent's officers or members will not intimidate or coerce any employee in respect to her right to work, or in respect to Union activity or membership, and further that there shall be no solicitation of Licensed Practical Nurses for Union membership or dues except on the nurse's own time.
- J. Bay Medical Center and the Union agree to cooperate in corrective action for violations of this Section.
- K. Any Nurse otherwise required to be a member of the Union 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 any labor organization as a condition of employment; except that such Nurse shall be required in lieu of periodic dues and initiation fees to pay sums equal to such dues and initiation fees to a non-religious charitable fund exempt from taxation under 501(c) 3 of Title 26. Any Nurse claiming such religious objections shall, within fourteen (14) days of making such claim, submit a name of an exempt charitable organization to which fees shall be sent.

Section 2. The Medical Center agrees to notify the Union, monthly, of new hires and dates of hire, termination and dates of termination, and name and/or changes of members within the bargaining unit.

ARTICLE III

PAYROLL DEDUCTION FOR UNION DUES

Section 1. The Medical Center agrees to deduct from the salaries of the Licensed Practical Nurses dues for the Union, when authorized in writing by each nurse who wishes her dues to be deducted.

Section 2. Individual authorization forms which have been approved by the parties shall be furnished to the Medical Center and when executed, be filed by the Human Resources Department of the Medical Center.

Section 3. All authorization forms filed within thirty (30) days of the signing of this Agreement shall be considered effective as of the day of the Agreement. An authorization filed thereafter shall become effective with the first pay of the month following the month in which the authorization was filed.

Section 4. Authorization once filed with the Human Resources Department shall be irrevocable for a period of one (1) year or until the termination of the Agreement between the Medical Center and the Union (including any extensions, renewals, or modifications thereof, or any new Agreement between the Medical Center and the Union) whichever occurs sooner, and such authorization shall be automatically renewed for successive periods of one (1) year, unless written notice of its revocation is given by the Licensed Practical Nurse to the Medical Center and the Union by registered mail, return receipt requested, not more than twenty (20) or less than ten (10) days prior to the expiration of each term of one (1) year or until the termination of the Agreement between the Medical Center and the Union.

Section 5. Dues for the Union shall be deducted in twelve equal monthly payments.

Section 6. The Medical Center shall forward to the Union regular monthly dues deductions for all Licensed Practical Nurses who have valid dues deduction authorization forms on file in the Human Resources Department. The Union shall return to the employee dues deducted in error by the Medical Center and paid to the Union.

Section 7. The Union, at the beginning of the effective year of this Agreement, will notify the Human Resources Department of the Medical Center of the dues to be deducted. Thereafter, at each beginning of the Union fiscal year, written notification must be delivered to the Human Resources Department of the amount of the dues for the current year.

Section 8. The Union shall hold the Medical Center harmless for any and all claims that may be asserted against the Medical Center as a result of any dues deductions made pursuant to this Agreement.



ARTICLE IV

MEDICAL CENTER RIGHTS

Subject to the specific provisions of this Agreement (excluding Article XXV), the Medical Center has the right, for the duration of this Agreement, to exercise all its management prerogatives unilaterally and without prior discussion with the Union as to either the decision or its effect upon bargaining unit Employees. The Medical Center's rights include:

The operation, management and direction of the Medical Center and in particular of the Nursing Service Department. The right to hire, layoff, recall, assign, transfer and promote Nurses. The determination of the size and location of its facilities including the right to expand, eliminate, reduce or move such facilities. The determination of the work to be performed by the Nursing Service Department as well as the determination of the work to be assigned to Nurses within that department. The determination of the number of Nurses and to establish or eliminate jobs in the bargaining unit. The maintenance of discipline and efficiency of Nurses including the use of performance standards and Nurse evaluations, the right to impose discipline for cause, including warnings, suspensions, demotions and terminations of Nurses. The determination of the processes and means of achieving the work assigned to Nurses. The determination and implementation of new systems, methods and technology. The advances in technology may alter, modify, or change the duties and responsibilities of the Nurse. The determination of scheduled hours of operation and hours of Nurses, including starting and quitting times. The establishment, modification or elimination of job functions or job classifications. The publishing and application of reasonable rules governing the conduct of Nurses both while on the job and as relevant to their employment.

Nothing in the above described specific rights shall be construed to limit any other rights the Medical Center may have which are not specifically and expressly provided for.

ARTICLE V

RESPONSIBILITY AND ROLE OF THE LICENSED PRACTICAL NURSE

The Licensed Practical Nurse is responsible for the implementation of assigned patient care under the direction and supervision of a Registered Nurse. The care rendered is consistent with the Medical and/or nursing plans of care and the demonstrated competence of the individual Licensed Practical Nurse. The Licensed Practical Nurse assists in the planning and evaluation of the patient care provided through observation, reporting and documentation. The Licensed Practical Nurse acts to obtain and maintain skills and competencies necessary for the performance of safe, adequate and responsible patient care and the Medical Center will assist the Licensed Practical Nurse to obtain and maintain these skills and competencies.

ARTICLE VI

PROBATIONARY PERIODS

Section 1. New hires shall serve a probationary period of ninety (90) calendar days. By agreement of the Union, the Medical Center and the Nurse, the probationary period may be extended a maximum of thirty (30) additional days.

Section 2. Eligibility for benefit programs is in accordance with the benefit programs as defined in those Articles.

Section 3. A nurse who after the date of this contract is initially transferred into the bargaining unit and who has not served a probationary period within the bargaining unit at Bay Medical Center shall be a probationary nurse for the first ninety (90) calendar days in a bargaining unit job; during which the probationary nurse may be terminated from employment at any time without recourse to the grievance procedure.

Section 4. Orientation and instruction may be provided for all newly hired Nurses by Staff Development.

Section 5. New Employees shall be evaluated (if still employed) after sixty (60) and again before ninety (90) calendar days of employment. The probationary nurse shall have the opportunity to read and sign her evaluation and discuss it with Staff Development/Nursing Manager. The evaluations will be forwarded to the Human Resources Office. The probationary nurse may be terminated from employment for any reason.

Section 6. A Nurse who is promoted or transferred to a position outside the bargaining unit may be transferred back to a bargaining unit job as follows:

- A. Within ninety (90) calendar days of leaving the bargaining unit, at the option of either the Nurse or the Medical Center, by exercising seniority (as of the date she left the bargaining unit) to bid for an open position. Once awarded a bargaining unit job, the Nurse's seniority, as of the date she left the bargaining unit, shall be reinstated;
- B. After ninety (90) calendar days of leaving the bargaining unit, at the option of either the Nurse (provided she has not received a second warning or higher level of discipline outside the bargaining unit during the preceding 365 days) or of the Medical Center by taking an open (that is, a job not filled through the posting procedure) position. Once taking that job, 50% of the Nurse's seniority, as of the date she left the bargaining unit, shall be reinstated;

- C. In the event she transfers to a Registered Nurse position and subsequently fails to pass the Registered Nurse State Board Examination, by taking any open position, as defined in Paragraph B above. Thereafter, if she fails to pass the next given Registered Nurse State Board Examination, her employment shall be terminated.

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ARTICLE VII

REPRESENTATION

Section 1. The Union shall be represented in the grievance procedure by a Grievance Committee composed of six (6) members of the Union who have completed their probationary period and who are chosen by the members of the Union. The Union will make the membership of this Committee known to the Medical Center in writing.

The Grievance Committee shall be empowered to process grievances through all levels of the procedure herein set forth, provided, however, that the Grievance Committee or the Medical Center may request the participation of a representative of Michigan AFSCME, Council 25, AFL-CIO office at Step 3 of the grievance procedure. In the absence of a member on a shift a floor representative working that shift shall function as the union representative.

Section 2. The Medical Center agrees to grant reasonable release time off and to compensate one representative at her regular straight time rate of pay for any scheduled working hours required in the grievance procedure. Such hours may include reasonable time to investigate the grievance and to process it to all levels of the grievance procedure. If an emergency arises in the unit, the representative shall return to the unit and will be released at the next reasonable available time. The Medical Center agrees to make a reasonable effort to schedule grievance meetings during the regular scheduled work time of the involved representative.

Section 3. The Negotiating Committee of the Union shall be selected by the membership to provide for fair representation for all nurses covered by this Agreement.

Up to five (5) members or two (2) designated alternates of the Negotiating Committee, who have completed their probationary period, will be reimbursed for time lost due to meetings with the Administration during contract negotiations. The reimbursement is to be based on the following formula:

The Administration will pay the members of the Negotiating Committee their regular rate of pay for the first three negotiating sessions and every other negotiating session thereafter until negotiations have been concluded or until the current Agreement expires. Days on which negotiating sessions occur and for which the five (5) members are not paid will be treated as HC days (limited so that hours actually worked and HC hours do not exceed scheduled hours as reflected in the Human Resources records) for those members.

Up to an additional two (2) members of the Negotiating Committee, who have completed their probationary period, will receive HC days for time lost due to meetings with the Administration during contract negotiations; limited, however, so that hours actually worked and HC hours in a work week do not exceed scheduled hours as reflected in the Human Resources records for each affected member.

Members scheduled to work the third shift shall have the option to be scheduled off the night before any negotiating session they attend. Members who work the second shift shall have the option to be scheduled off the day of any negotiating session they attend. Any member shall have the option to request in writing working additional shifts to make up for pay lost during negotiations, and the Medical Center will make a reasonable effort to accommodate such requests.

Alternately, members may elect to utilize any unused benefit hours to make up for lost pay during negotiations. Members scheduled to work the second or third shift shall have the option of working the day shift during the period of negotiations.

Section 4. Union Orientation. In each calendar month during which four (4) or more new nurses are employed, the Medical Center will excuse the month's new hires and not more than two Union representatives, at 2:30 p.m. on the Friday of the new hire's first week of employment, without loss of pay, for the purpose of the new employees receiving Union orientation. The Medical Center will provide a suitable room for this orientation without expense to the Union.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a formal complaint involving the application or interpretation of this Agreement which alleges a violation by the Medical Center of a specific provision of this Agreement.

Section 2. The parties have established this grievance procedure for the purpose of securing, at the earliest possible level, equitable solutions to complaints involving the application or interpretation of this Agreement. Both parties agree that the proceeding shall be kept as informal and confidential as may be appropriate.

Section 3. A grievance shall be resolved by the following procedure:

Step 1. A Nurse having a grievance shall first discuss it with her Nursing Manager or designee (with or without the Union Representative as the Nurse determines). If the response of the Nursing Manager is not acceptable or if the Nursing Manager fails to respond in a timely manner, the Nurse shall then reduce the grievance to writing (setting forth the facts that are alleged to violate the Agreement, the specific provisions of the Agreement allegedly violated, and the remedy sought) on a mutually agreed to form, and either she or the Union Representative shall sign it. To be timely the written grievance must be filed in the Nursing Office not later than the 10th calendar day after the act or omission that is the basis of the grievance, or, if later, not later than the 10th calendar day after the Nurse should reasonably have had knowledge of the act or omission that is the basis of the grievance. The Nursing Manager shall respond to the grievance in writing within seven calendar days.

Notwithstanding the foregoing, in the event the grievance involves more than one Nurse reporting to more than one Nursing Manager, then the grievance shall be filed in writing with the Director within the same ten (10) day period described above, and Step 1 shall not apply.

Notwithstanding the foregoing, in the event the grievance involves more than one Nurse reporting through more than one Director, then the grievance shall be filed in writing with the Vice President of Nursing or designee within the same ten (10) day period described above, and Steps 1 and 2 will not apply.

Notwithstanding the foregoing, if the grievance involves only the issue of ranking on the seniority list, the grievance shall be filed in writing within the same ten (10) day period with the Vice President of Human Resources, and Steps 1 and 2 will not apply.

Step 2. In the event the grievance is not amicably resolved in Step 1, the Union may, within five (5) days following receipt of the answer in Step 1, appeal in writing from that answer to the Vice President of Human Resources by filing such appeal in the Nursing Office.

Within fifteen (15) days after receipt of the Step 2 grievance, the parties will agree on a time and place for a Step 2 meeting. The meeting will include the Nurse and/or Union representative, and the Vice Presidents of Nursing and Human Resources and/or their designees. The Union will advise the Vice President of Human Resources whether the Nurse will be present at the Step 2 meeting. In the event the grievance involves a group of Nurses, it shall be signed and dated by at least two (2) Nurses in the group and by the Union representative. Not more than two (2) Nurses who signed the grievance will be released from work to attend the group grievance meeting. At least one grievant who signed the grievance will appear at the Step 2 meeting.

Otherwise, the meeting will be adjourned at the request of either party to an alternate agreeable date. In addition, other Nurses not scheduled to work at the time of the group grievance meeting and who signed the grievance may attend the group grievance meeting; it being understood that the number of such additional Nurses will be reasonably limited to the capacity of the room in which the meeting is held.

The Medical Center shall have ten (10) days following the conclusion of such meeting to provide the Chief Representative with the answer to the grievance.

Step 3. If the grievance is not amicably resolved at Step 2, the Union may, within thirty (30) calendar days (Section 7 below does not apply) of receipt of the written answer, appeal in writing the matter to arbitration by causing the American Arbitration Association and the Medical Center to each receive a copy of such appeal within said thirty (30) calendar days.

Section 4. Grievances challenging suspensions and discharges shall be initiated at Step 3. Such grievances shall be submitted within five (5) days of the incident and shall be signed by the Nurse and the Union Representative.

Section 5. The arbitrator's powers shall be limited to applying and interpreting this Agreement as written. He shall have no power or authority to amend, alter, or modify this Agreement and his decision shall be final and binding.

No award of an arbitrator shall be retroactive to earlier than ten (10) days prior to the date the grievance is initiated in writing. The fees and expenses of arbitration shall be paid equally by the parties. Either



party, at their expense, may elect to have an official transcript of the arbitration hearing - transcribed by a court reporter. Each party, however, shall bear the full costs of its own representatives.

When claims for back wages are allowed either by the Administration or the arbitrator, such back wages shall be limited to the amount of wages the Nurse would otherwise have earned from her employment with the Medical Center during the period as above defined less the following:

- A. All worker's compensation and unemployment compensation received by the Nurse;
- B. All earnings from outside sources the individual has earned during the period covered by the back wages allowance (except for any wages earned from an employer other than Bay Medical Center at the time of discharge).

Section 6. Time limits provided for in this Article are substantive and may only be extended by written agreement between the parties provided for at the involved step of the grievance procedure. Failure of the Union to appeal in a timely manner shall constitute a withdrawal of the grievance. Failure of the Medical Center to answer in a timely manner shall be deemed a denial of the grievance as of the last day a timely answer could have been given and from which the grievance may then be appealed to the next step.

Section 7. For purposes of calculating periods of time and applying this grievance procedure, days are consecutive calendar days, Monday through Friday only and do not include Saturdays, Sundays, or Holidays as defined in the Earned Time Off Program, Article XXI, E. Holidays.

ARTICLE IX

SENIORITY

Section 1. Definition: Seniority is defined as the length of a Nurse's continuous employment by the Medical Center measured from the most recent classification date. However, because some Nurses work a much greater number of hours than others, in order to establish seniority on a basis of fairness and equity for all, effective January 1, 1986, the following formulas will be used to determine Classification seniority for all the Nurses:

A. Classification Seniority

The Classification seniority for each Nurse shall be the sum of the number of all the hours she has worked through June 23, 1984 and the number of hours paid since that date, in either case only counting hours since the employee's most recent date of entry into the Licensed Practical Nurse classification. In establishing the classification seniority date, the nurse will be credited with 50% of the time spent working in the Nursing Service Department prior to graduating from Licensed Practical Nursing school, provided the nurses service remains unbroken since the original date of hire or transfer into the department.

B. Definition of Hours Paid

- Regular Hours Worked
- Overtime Hours Worked
- Meeting Pay Hours Paid
- Jury Duty Hours Paid
- Holiday Worked Hours Paid
- ETO Hours Paid (used for purpose of Holiday, Personal, Sick and Vacation)
- Hospital Convenience Hours Paid
- Bereavement Hours Paid
- Workshop and Seminar Hours Paid
- Worker Compensation Hours (for seniority purposes only; to be reinstated to the Nurse upon return from leave of absence)

Hours Paid Exclude:

- On-call Pay
- Call-in Pay
- Sickness and Accident Pay
- ETO Hours Payout
- ETO hours used to supplement loss of income while receiving sickness and accident payment

Section 2. All bargaining unit Nurses acquire seniority after satisfactorily completing the ninety (90) calendar day probationary period, (subject to the provisions of Article I - Graduate Practical Nurses) retroactive to the most recent date of hire.

Section 3. When a Nurse acquires seniority, her name shall be placed on the seniority list in the order of her seniority. Where two or more Nurses have the same seniority, they shall be listed on the seniority list alphabetically by last names "A" through "Z". Nurses on a leave of absence will not accumulate or exercise seniority while on the leave. A seniority list will be furnished to the Union on a quarterly basis. Unless challenged by the Union after ten (10) days of its receipt, such list shall be conclusively presumed to be accepted by the Union.

Section 4. Loss of Seniority. Seniority shall be broken, and the Nurse shall be considered terminated upon the occurrence of any of the following:

- A. Voluntarily quitting.
- B. Is discharged for just cause.
- C. Fails to report for either three (3) consecutive scheduled work days or all her scheduled work days in a week, whichever occurs first, without notifying the Medical Center with a reasonable excuse, as determined by the Medical Center.
- D. Fails to report for work after the expiration of a leave of absence.
- E. Fails to report to work either three (3) consecutive scheduled work days or all her scheduled work days in a week, whichever occurs first, after receiving notice of recall from layoff as provided for in the layoff and recall provisions.
- F. Is laid off for any reason for a period of time equal to the lesser of the length of time of her seniority at the time of layoff or two (2) years.
- G. Retires.
- H. Accepts a job and transfers outside the bargaining unit, except as modified in Article VI, section 6.
- I. Is absent on account of disability for a period of one (1) year. This time period may be extended by agreement in writing between the Medical Center and the Union.

Section 5. Any person whose seniority has been terminated and who later is re-employed by the Medical Center shall be considered as a new Nurse

and must establish a new seniority date. A new seniority date shall be established as of the date of such re-employment, in accordance with the provisions of Section 2, above.

Section 6.

- A. Any Nurse who is offered and accepts employment by another entity under the Bay Health Systems Corporation, will, if reemployed within two years of the Nurse's leaving, have the following rights:
- (i) The Nurse will serve the 90 day probationary period provided for in Article VI, Section 1. In the event the Nurse fails to satisfactorily complete the probationary period, the Nurse's employment will be terminated without recourse to the grievance procedure.
  - (ii) Upon successful completion of the Article VI, Section 1 probationary period, the Nurse's seniority as of when the Nurse left the bargaining unit will be reinstated for all purposes other than wages.
  - (iii) The Nurse's wages will be determined in accordance with the usual criteria applied by the Medical Center.
  - (iv) Upon reemployment or on the first of the month following, the Nurse will receive benefits based upon the Nurse's prior length of service at the Medical Center.
- B. Any Nurse who is offered and accepts employment with Bay Special Care Center will, if reemployed by Bay Medical Center within five (5) year of the Nurse's leaving, due to a layoff at or closure of Bay Special Care Center, have the same rights as those in A, i-iv, above. Only those employees who began employment with Bay Special Care Center as the original group of LPNs in 1995, are affected by this paragraph.

ARTICLE X

LEAVES OF ABSENCE

A. ELIGIBILITY

Nurses who have acquired seniority in accordance with Article IX are eligible to apply for a leave of absence, unless otherwise indicated.

B. TYPES OF LEAVES

1. Disability Leave (including Maternity)
2. Compensable Disability
3. Personal Leave
4. Educational Leave
5. Jury Duty Leave
6. Bereavement Leave
7. Union (AFSCME, Council 25) Leave
8. Family Leave
9. Military Leave
10. Informal Leave
11. Transfer Leave

C. GENERAL CONDITIONS FOR LEAVES OF ABSENCE

1. All requests will be made in writing prior to the initiation of the requested leave on a form which is available in the Nursing Service Office or the Human Resources Office, with the exception of Jury Duty and Bereavement Leaves.

2. The Nurse will keep the Medical Center informed of any change of the Nurse's employment status or condition.

3. The Nurse does not request any type of leave for the purpose of seeking or securing work elsewhere.

The Nurse will be unable to continue existing employment outside of the Medical Center if it is determined that the restrictions for which the leave is taken apply to said employment.

4. Benefit eligibility is contingent upon the type of leave and the duration of that leave. Reference is made in Part E of this Article relative to benefit eligibility.

5. Requests for extensions of leaves will be made in writing no later than two (2) weeks prior to the expiration of the leave or if the leave is less than two (2) weeks a request for an

extension will be made in writing at least three (3) days prior to the expiration date of the leave.

6. A Nurse may not be entitled to return to work before the expiration of a leave unless the Medical Center consents to an early return.
7. Failure to comply with the provisions of this Article will be considered a voluntary termination of employment.
8. The Medical Center will review requests for leaves of absence considering the nature of the leave and the needs of the Medical Center. Requests for leaves of absence will not be arbitrarily denied.
9. The Nurse will receive notification of the disposition of the requested leave at least five (5) days prior to the leave date, (educational leave - within fifteen (15) days after receipt of the request) when possible, with the exception of Jury Duty and Bereavement Leaves.
10. The Nurse will contact the Nursing Service Administration in advance of the Nurse's availability to return to work except where indicated and the Nursing Service Administration will attempt to return the Nurse within two (2) weeks to her former position in accordance with Section D. 1., b., or to a position for which the Nurse is qualified.

D. CONDITIONS SPECIFIC TO CERTAIN TYPES OF LEAVES

1. Disability (including Maternity) Leave

- a. The Human Resources Department will forward to the Nurse the necessary paperwork to establish a leave of absence when the following conditions are met:
  - (i) Accident: In the event of an accident, the Nurse must notify her Nursing Manager or the Nursing Service Office on the day of the accident, if practicable, but no later than twenty-four (24) hours after the accident occurred.
  - (ii) Hospitalization/Illness: In the event of hospitalization and/or illness, the Nurse must contact her Nursing Manager or the Nursing Service Office on a day-by-day basis or until a definite time period for the absence has been established.
  - (iii) If eligible, the Nurse will receive Sickness and Accident benefits in accordance with its provisions.

After the Nurse starts to receive sickness and accident benefit payments, the Nurse may elect to use earned time off hours during a disability leave to supplement sickness and accident benefits and to ensure that the Nurse receives up to 100% of the Nurse's regular pay.

b. Duration of Disability Leave

The period of disability leave counts toward the Nurse's maximum eighty four (84) day leave entitlement per twelve (12) month period under the Family and Medical Leave Act.

(i) Less than Eighty Four (84) Calendar Days: The Nurse will be returned to the position held immediately prior to the leave.

(ii) Eighty Four (84) Calendar Days or More: The Nurse's position need not be held for the Nurse's return. Provided the Nurse has maintained seniority in accordance with Article IX, the Nurse may, upon return, displace the lowest classification seniority Nurse, junior to the returning Nurse, on the Nurse's shift and with the Nurse's full time or part time status, provided that the returning Nurse has the ability to perform that job without additional training as demonstrated during a unit competency review, as determined by the Director of Nursing, in collaboration with the Nurse, the Nursing Manager, and/or Staff Development, of not less than two (2) or more than seven (7) working days. If the Nurse does not demonstrate competency, the Nurse shall be considered on layoff and may exercise seniority in accordance with Article XXVIII. A Nurse displaced under this paragraph may exercise seniority in accordance with Article XXVIII, Section 2.

c. Return from Disability Leave

A Nurse on a leave of more than four (4) scheduled days must report to the Employee Occupational Health Service with a written approval from the Nurse's attending physician and receive a written authorization to return to work prior to punching in and/or reporting for duty. (Nurses who return to work when the Employee Occupational Health Service is closed may return to work only when the Nurse delivers the note to her immediate supervisor and is authorized to return to work.) In addition, the Nurse must notify the Nursing Service Office of the Nurse's eligibility to return to work.

2. Compensable Disability Leave - administered according to applicable laws and statutes.

3. Personal Leave

Duration of Personal Leave

(i) A personal leave may be granted for a time period not to exceed thirty (30) calendar days.

(ii) The personal leave may be renewed at the discretion of the Nursing Service Administration.

(iii) Less than Thirty (30) Calendar Days: The Nurse will be returned to the position the Nurse held immediately prior to the leave.

(iv) Thirty (30) Days or More: The Nurse's position is not automatically held open. However, provided the Nurse has maintained seniority in accordance with Article IX, the Nurse will be offered her choice of any open position for which she qualifies. If there is none, the Nurse will be offered the next available position for which she qualifies. Failure to accept an available position is a voluntary termination of employment.

4. Educational Leave

a. Duration of Educational Leave

(i) An educational leave may be granted for up to one (1) year when a Nurse pursues a full time educational program in nursing or a related field that would benefit both the Nurse and the Medical Center.

(ii) The educational leave may be renewed at the discretion of the nursing service administration.

(iii) A Nurse may request to work while on a leave and the Medical Center will attempt to accommodate the Nurse's schedule; provided, no Nurse is on layoff in the involved Area or has a Hospital Convenience incident in the involved unit and shift.

(iv) After the leave the Nurse will be offered her choice of any open position for which she qualifies. If there is none, she will be offered the next available position for which she qualifies. Failure to accept an available position is a voluntary termination of employment.



- (v) Each Nurse may be granted, without pay and upon advanced request and as scheduling permits, up to four (4) days per year to attend CEU programs.

b. Meetings

- (i) When, in the judgment of the Medical Center, the limits of scheduling and funds available permit, the Medical Center will encourage attendance at Michigan Licensed Practical Nurses Association conventions, section meetings and other professional meetings sponsored or co-sponsored by M.L.P.N.A. or other professional associations or institutions where attendance is likely to increase the competency or otherwise benefit a nurse in her professional capacity and will benefit the Medical Center. Professional meetings at which attendance is to be encouraged shall include the solely professional sessions of the Michigan Licensed Practical Nurses Association state conventions, but shall not include the business meetings or other sessions where the Association's role in collective bargaining is to be discussed.

At the discretion of the Medical Center, it may consider time granted for such purposes as time worked.

- (ii) The Medical Center will initiate, sponsor and promote a program of workshops and educational courses which will aid the Licensed Practical Nurse in the practice and performance of her services. Nurses taking inservice certification classes on their own time in a unit to which they are not assigned will not be required to pay a fee for the class.

5. Jury Duty Leave

a. Request for Jury Duty Leave

- (i) The Nurse must notify her Nursing Manager or the Nursing Service Office as soon as she receives notice of jury duty service.
- (ii) The Nurse must notify her Nursing Manager or the Nursing Service Office as soon as she is required to report for jury duty but no later than one (1) day prior to report of jury duty service.
- (iii) The Medical Center will decide if the Nurse will be scheduled off for a full day, partial day or scheduled to work, taking into account the hours the Nurse must serve on jury duty.

b. Duration of Jury Duty Leave

- (i) The Medical Center will share in any wage loss incurred by the Nurse by paying the difference between the amount received for such jury service on the day such Nurse would have been regularly scheduled to work. The pay will equal the Nurse's base rate of pay. The pay will not exceed thirty (30) days per calendar year.

6. Bereavement Leave

a. Request for a Bereavement Leave

The Nurse must inform her Nursing Manager or the Nursing Service Office in the event of a death among certain family members. Payment is as follows:

<u>One Regularly Up to Scheduled Work Day</u>	<u>Three Regularly Scheduled Work Days</u>
Grandfather	Spouse
Grandmother	Brother
Father-in-law	Sister
Mother-in-law	Mother
Brother-in-law	Father
Sister-in-law	Child
Daughter-in-law	Step-Parent
Son-in-law	Step-Child
	Grandchild

b. Conditions of Bereavement Leave

- (i) The pay for one regularly scheduled work day bereavement leave does not apply for more than two (2) calendar days before or after the funeral.
- (ii) Payment is not made if the Nurse is scheduled for a day off such as personal day, sick day, holiday, vacation day, or the Nurse is on any other type of leave.

However, if the death of a family member occurs, in which the Nurse would be entitled to three (3) days of bereavement pay, while the Nurse is on a scheduled vacation, the Nurse's ETO pay will be changed to bereavement pay, and the ETO hours will remain in the Nurse's ETO bank.

- (iii) Payment is made for scheduled working hours lost, but will include applicable shift and weekend differentials.

(iv) A reasonable effort will be made to grant personal time off to extend the Bereavement Leave time or in lieu of Bereavement Leave when the deceased is not specifically provided for.

7. Union Leave

a. A Nurse elected or selected by Michigan AFSCME, Council 25, or MLPNA to perform full-time work, which takes her from her employment, shall be granted a leave of absence without pay for up to one (1) year at her request. Such leave shall be renewable for good cause.

(i) Requests shall be submitted in accordance with Section C (1) of Article X.

(ii) Section C (3) is not applicable to Union Leaves.

(iii) Return to work shall be covered under Section D (1) (b) (i) and (ii).

b. A Nurse elected or appointed as a Delegate, Alternate, Officer of the Staff Council, Officer of the Union or MLPNA may be granted off, without pay, up to seven (7) days per year, to attend to Union business.

(i) Requests shall be submitted in accordance with Section C (1) of Article X.

c. A Nurse elected or appointed as an Executive Board Member of the Union or MLPNA will be granted, without pay, up to twelve (12) days per year to attend Executive Board meetings.

8. Family Leave

a. Eligibility - One full year or more of continuous seniority and have worked at least 870 hours within the twelve (12) months immediately preceding the request for family leave.

b. Purpose - To permit a Nurse to care for:

(i) An adopted, foster, or newborn child within a period ending not later than one (1) year from either the adoption, foster care placement, or birth or the start of the leave, whichever occurs first; or

(ii) A child, parent, or spouse who has a serious health condition.

c. Duration - Family leave will be granted in periods of not more than three (3) months, for a total of not more than six (6)

months. The first eighty-four (84) days of a disability leave in a twelve (12) month period counts toward the duration of a family leave, and a Nurse who has exhausted her maximum eighty-four (84) day leave entitlement per twelve (12) month period under the Family and Medical Leave Act on a disability leave is ineligible to take a family leave under this section during the remainder of that twelve (12) month period. As a further condition of such leave, and counting towards such duration, the Nurse must fully utilize and exhaust any unused earned time off hours.

- d. Family leave shall be without pay or benefits, subject to Part E and subsection (c) above. A part-time Nurse who has worked at least 1250 hours during the twelve (12) months immediately before the start of the family leave is eligible for the continuation of her comprehensive major medical and dental insurance for the first eighty-four (84) days of leave under the Family and Medical Leave Act, provided that the Nurse must continue to pay her portion of the premiums under Article XIX, Section 3 of this Agreement. A part-time Nurse who has not worked 1250 hours during the twelve (12) months immediately before the start of the family leave is eligible for the continuation of her comprehensive major medical and dental insurance, provided that the Nurse prepays 100% of the premium as provided for in Article XXVIII, Section 8. After an eligible, full-time Nurse has exhausted her maximum eighty four (84) day leave entitlement per twelve (12) month period under the Family and Medical Leave Act, she must pay 100% of the premiums for her comprehensive major medical and dental insurance.
- e. Return to Work:
- (i) Less than Eighty Four (84) Days: The Nurse will be returned to the position the Nurse held immediately prior to the leave.
- (ii) Eighty Four (84) Days or More: The Nurse's position is not automatically held open. However, provided the Nurse has maintained seniority in accordance with Article IX, the Nurse will be offered her choice of any open position, provided she has the ability to perform that job without additional training as demonstrated during a unit competency review, as determined by the Director of Nursing, in collaboration with the Nurse, the Nursing Manager, and/or Staff Development, of not less than two (2) or more than seven (7) working days. If there is none, the Nurse will be offered the next available position and must demonstrate competency as indicated above. Failure to accept an available position is a voluntary termination of employment, unless the only

positions available are in the Operating Room, Ambulatory Surgery or Outpatient Department.

In the event a family leave in combination with any other leaves total to a duration of one (1) year or longer, the Nurse will lose her seniority, only unless the Medical Center, the Union and the Nurse agree to extend this time period.

9. Military Leave - administered according to applicable laws and statutes.

10. Informal Leave

If staffing permits, an informal leave of absence may be granted for a period not to exceed fourteen (14) calendar days, upon application of the Nurse to and approval by the Nurse's Director. Such leave may be renewed at the discretion of the Nursing Service Administration, but not to exceed thirty (30) calendar days. Time beyond a thirty (30) calendar day period requires a formal leave of absence.

11. Transfer Leave

The Medical Center agrees that if the spouse of a Nurse having one or more years of seniority is relocated by his or her employer and the Nurse requests a Transfer Leave then:

- a. the leave will be granted and upon request made each three (3) months will be renewed for up to a total of one year;
- b. during such leave, under these conditions only, the Nurse may both seek and perform other employment, notwithstanding the provision of Article X, Part C, paragraph 3;
- c. provided the Nurse contacts Nursing Service indicating the Nurse's availability to return to work prior to the expiration of such leave, the Nurse will be offered the next available job in the area the Nurse worked in when the leave began;
- d. if the Nurse does not indicate the Nurse's availability to return to work prior to the expiration of such leave, the Nurse will lose seniority and be considered a voluntary quit;
- e. a Nurse may only receive the benefits of this leave two (2) times during the Nurse's employment with the Medical Center;
- f. in the event a Nurse's absence under this paragraph is more than one year, but less than two years, the Nurse will be afforded preferential hiring rights as a new employee.

E. ACCRUAL OF BENEFITS FOR EMPLOYEES ON LEAVES OF ABSENCE

<u>Type of Leave</u>	<u>Benefit</u>	<u>Explanation</u>
-Disability -Compensable Disability	Comprehensive Major Medical Dental	-BMC pays its portion -Nurse pays her portion Duration - 6 months -After first 6 months, Nurse pays 100% (participation for duration of leave by prepaying the premium as provided for in Article XXVIII, Section 8)
	Life Insurance	-Basic - BMC pays for duration of leave -Supplemental - Nurse pays
	Benefits Based on Hours Paid	-No Accrual While on LOA
-Family	Comprehensive Major Medical Dental	BMC pays its portion for the first eighty-four (84) days of family leave (up to eighty-four (84) of a disability leave count toward the eighty-four (84) days of a family leave for which BMC pays its portion).  After first eighty-four (84) days, or for Nurses with less than 1250 hours worked during the twelve (12) months immediately before the start of the leave, Nurse pays 100% (participation for duration of leave by prepaying the premium as provided for in Article XXVIII, Section 8.)
	Life Insurance	-Basic - BMC pays for eighty-four (84) days -Supplemental - Nurse pays
	Benefits Based on Hours Paid	-No Accrual While on LOA

-Personal	Comprehensive	-Nurse pays 100% for duration
-Educational*	Major Medical	of leave by prepaying the
-Transfer	Dental	premium (as provided for in
	Life Insurance	Article XXVIII, Section 8)
		*Except as indicated in
		Article XIII
	Benefits Based	-No Accrual while on LOA
	on Hours Paid	
-Jury Duty	Comprehensive	No Effect
-Bereavement	Major Medical	
	Dental	
	Life Insurance	
	Benefits Based on	
	Paid Hours	
<hr/>		
-Military	Comprehensive	In accordance with applicable
	Major Medical	law
	Dental	
	Life Insurance	
	Benefits Based on	
	Paid Hours	

Prescription drug and other non-insured programs (such as free care, ambulance, telephone/TV, and private room option, if available) will be continued during leaves of absence as follows:

-for Disability Leave	Continue prescription drug for one year and other non-insured programs (above) first six months only
-for Family Leave	Continue prescription drug for eighty-four (84) days; other non-insured programs are not available during leave
-for Personal, Educational, Transfer	Not available during leave
-for Jury Duty and Bereavement Leaves	Continue during leave
-for Military Leaves	In accordance with applicable law

Wherever coverage for benefits terminates, the Nurse, upon returning from a Leave of Absence, must report to the Human Resources Department to determine eligibility in accordance with the contract.

ARTICLE XI

MONTHLY MEETINGS

Section 1. In each calendar month the Medical Center's Vice President of Patient Care Services, Vice President of Human Resources, or their designees, and other management representatives as determined by the Medical Center, the Union's bargaining unit officers or their designees, and, as determined by the Union, other Union representatives shall meet at a mutually agreed-upon time. Notwithstanding the foregoing, there will be no meeting in any month during which neither the Medical Center nor the Union's representatives have items for discussion. Subjects to be discussed at such meetings are problems and concerns related to the employment of Nurses by the Medical Center including issues arising under this Agreement which are not raised by specific grievances under Article VIII. The meetings shall be informal and neither party shall be required to exchange the subjects for discussion in advance. Monthly meetings shall not replace or displace, in any way, the provisions of and procedures established in Article VIII. Bargaining unit officers or their designees shall not lose wages on account of attending such meetings during otherwise scheduled hours of work.



ARTICLE XIII

EDUCATIONAL ASSISTANCE PROGRAM

Section 1.

- A. Educational assistance of up to 50% of the cost, subject to maximums of four hundred dollars (\$400.00) per semester and six hundred dollars (\$600.00) per year, may be granted to Nurses who are pursuing a health related field that would benefit both the Nurse and the Medical Center.
- B. In the case of education leading to Registered Nurse licensure, educational assistance of up to 50% of the cost, subject to the maximums of one thousand dollars (\$1,000.00) per semester and three thousand dollars (\$3,000.00) per year, may be granted to Nurses.
- C. Educational assistance is for the cost of tuition, books (50% of cost), and lab fees for approved educational courses. Up to two hundred dollars (\$200.00) may be used by a Nurse one time to offset the costs of approved vocational testing.
- D. To qualify for educational assistance, a Nurse must not have had any disciplinary action under the Medical Center's work rules or any disciplinary action under the Medical Center's attendance and tardiness policy, which was not reversed in the grievance procedure, within the twelve months before the starting date of the course(s).

Section 2. To be eligible, the Nurse must have completed her probationary period and must apply for educational assistance at least three (3) weeks before the starting date of the course(s). Applications must be submitted to the Nurse's Director and must be approved by the Director, the Vice President of Patient Care Services, and the Vice President of Human Resources. Whenever possible, the Nurse will be informed of the disposition of the request prior to the start of the class.

Section 3. Upon proof of satisfactory completion of the course(s) and confirmation of the Nurse's expenses, she will be reimbursed, provided that she agrees, in writing: (1) to remain an employee for a minimum of one (1) year (1,725 hours worked) for each semester of assistance granted five hundred dollars (\$500) or more of assistance granted, (or \$400 for those Nurses pursuing other health related fields), and (2) that if she leaves the Medical Center's employment before completing the appropriate number of one (1) year periods, she will, at the time of her termination, repay the Medical Center for any prorated balance owed. Notwithstanding the foregoing, any Nurse who completes her RN degree and is not offered a RN position by the Medical Center (part time or full time as she had been

employed as a LPN) within three months of being graduated and who accepts a RN position elsewhere will be forgiven fifty percent (50%) of her educational assistance indebtedness to the Medical Center. Nurses who receive more or less than five hundred dollars (\$500), (or \$400 for those Nurses pursuing other health related fields) and who terminate their employment with the Medical Center, will also repay the Medical Center on a prorated basis for any balance owed.

Section 4. Upon proof of satisfactorily passing an approved challenge exam, taken in lieu of an approved course, and confirmation of the Nurse's expense, the Nurse will be reimbursed for the cost of the exam, subject to the requirements of Section 3 above.

Section 5.

- A. Nurses who were full time prior to becoming full time RN students, must assume an open and available part time LPN position while they are full time RN program students.
- B. The Benefits of any Nurse who was full time prior to becoming a full time RN Program student, will be continued by the Medical Center so long as she is in such a program on a full time basis, for up to four (4) semesters but not more than 18 months.
- C. Fifty percent of the Benefit cost of a Nurse who was full time prior to taking a leave of absence to complete her RN Nursing Program will be paid by the Medical Center, for up to four (4) semesters but not more than 18 months.
- D. No Nurse may receive benefits under this section for more than four (4) semesters or, in any case, 18 months under paragraphs B and C together. Benefits, for purposes of this section, are the health, dental, life, sickness and accident, holiday pay and drug program.

ARTICLE XIV

VACANCIES AND TRANSFERS

Section 1. Vacancies

- A. A bargaining unit job is vacant when it is a newly created job, or when the employee holding the job leaves it and the Medical Center determines the need to fill the job.
  
- B. Notice of vacant bargaining unit job shall be posted on the bulletin board of seven (7) calendar days and shall indicate the unit involved, any special requirements for the job, and hours of work. Any interested Nurse may apply for the job by completing the appropriate form in the Human Resources Department during the posting period.  
  
A Nurse who applies for a posted position will be permitted to observe the new patient care area for up to two days, without pay, provided it is requested at the time of the bid. If the Nurse who is to be offered the position has requested an opportunity to observe, arrangements will be made by management, within seven (7) days for this to occur.
  
- C. The available applicant with the most classification seniority will be awarded the job. A Nurse will be considered available unless she is on a leave of absence with an unknown return date or is on a leave of absence with more than sixty (60) remaining days. In the event that there are no applicants, the Medical Center may fill the job with an available LPN from any source. The Medical Center may fill a temporary bargaining unit job with an available LPN from any source.
  
- D. The Vice President for Human Resources will provide the unit chairperson, upon request, the names of Nurses who applied for any specified posted position, and the name of the Nurse who was awarded the job. Copies of the posting will be available in the Nursing Office for the Union on the first and fifteenth of every month.
  
- E. The Medical Center has no obligation to consider a subsequent application for a vacant job from a Nurse who within the previous 365 days was awarded a job, as a result of a prior application.
  
- F. A Nurse's request for a change in job (either shift or unit) is made recognizing the Medical Center must maintain adequate skill levels on each shift and in each unit to which Nurses are assigned and that the job bidding process will not jeopardize health care within the Medical Center. Therefore, there may be occasions when Nurses cannot be transferred to a requested job until the beginning

of the pay period first following 60 calendar days after the job is awarded.

- G. Upon the request of a Nurse who changes shifts, the Medical Center will provide her with familiarization to the routines on the transferred to shift.

Section 2. Unit Transfers (Pulling)

Whenever the Medical Center determines that it is necessary to transfer one or more Nurses on the same shift from any unit to any other unit within the bargaining unit, then:

- A. Volunteers determined to be available by the Medical Center will be transferred first, but if there are none, then
- B. Nurses working an extra shift over and above their normal hours will be transferred, but if there are none, then
- C. If the Medical Center determines the need is for twelve (12) hours a 12 hour pull will be made; if the need is for eight (8) hours, an 8 hour pull will occur.
- D. If a pull of less than eight (8) hours is required then,
  - a. a twelve (12) hour Nurse may be pulled for the first four (4) or the last (4) hours of a shift, then
  - b. the lowest senior Nurse on a given unit assigned to an eight (8) hour shift may be pulled for four (4) hours rather than a four (4) hour HC being granted. No more than one pull during an eight (8) hour shift will occur unless it is to return to the Nurse's regularly assigned unit.
- E. Nurses deemed available by the Medical Center shall be transferred in inverse classification seniority order from the affected unit and shift. Nurses whose classification seniority is 20,000 hours or more, are excluded from being transferred. Notwithstanding the foregoing: If there are fewer Nurses on the unit and shift with under 20,000 hours than the number of Nurses being transferred, the least senior Nurses on that unit and shift will be transferred.
- F. In the application of this section, no Nurse will be pulled to any of the specialty units unless the Medical Center determines that Nurses should be assigned to that specialty unit pursuant to Article XIV, Section 1, paragraph A. The Nurse in the Operating Room who functions as an Operating Room Technician will not be pulled.

### Section 3. Shift Transfers

A. Whenever the Medical Center determines, because of a vacant LPN job (either pending job posting per Section 1, A, or during the absence of a LPN) that it is necessary to temporarily transfer a Nurse from her regular shift to a different shift, then the following procedure will apply until the required number of Nurses are shift transferred:

First: If one is available, a seniority Nurse on the shift's transfer volunteer list shall be given the opportunity to transfer for any portion of the required shift transfer period; and if none is available, then

Second: If one is available, a probationary Nurse who has completed orientation shall be transferred for the duration of the need; and, if none is available, then

Third: By part time Nurses who volunteer to work extra days on the required shift; and if none are available, then

Fourth: Nurses who work in the medical/surgical units (including Acuity Resource) shall be shift transferred by the following process:

1. Part time employees will replace part time employees and full time employees will replace full time employees.
2. The least senior Nurse on the shift where a Nurse is available to be transferred, shall be shift transferred. This Nurse may have her daily hours changed from eight (8) to twelve (12) or twelve (12) to eight (8), based on need.
3. If it is necessary to fill the position of the low senior Nurse who was shift transferred, the lowest senior Nurse on the unit where a Nurse is available to be transferred shall be transferred for the duration of the shift transfer. This Nurse may have her daily hours changed from eight (8) to twelve (12) or twelve (12) to eight (8), based on need.

Nurses whose classification seniority is 20,000 hours or more, are excluded from being transferred. Notwithstanding the foregoing: If there are fewer Nurses on the unit and shift with under 20,000 hours than the number of the Nurses being transferred, the least senior Nurses on that unit and shift will be transferred.

The shift rotation will start over each scheduling period closest to January 1.

B. The Medical Center will limit the period of a shift transfer under Fourth, above, to the remainder of the scheduling period during which it occurs and the next scheduling period. If further shift transfer is required, the Medical Center will repeat this procedure substituting the next lowest classification seniority Nurse for the lowest classification seniority Nurse, etc.

ARTICLE XV

HEALTH AND SAFETY

Section 1. The Medical Center and Nurses must abide by all reasonable health and safety rules, regulations and procedures of the Medical Center.

Section 2. A periodic physical examination may be required of Nurses as necessary to comply with applicable Federal, State and local laws. Nurses will be reimbursed in accordance with the Employee Occupational Health Service procedure for the cost of an annual voluntary physical examination, performed by the Nurse's personal physician. The cost of examinations or testing which is required more frequently than on an annual basis will be borne by the employer.

Section 3. When there is a reason to question a Nurse's (i) physical, (ii) mental or (iii) emotional disability or fitness, the Medical Center reserves the right to refer the Nurse to physician(s) or specialist(s) of the Medical Center's choice for examinations at the Medical Center's expense. If, after completing the examinations, the Medical Center's physicians recommend that such Nurse return to work, go on reduced duty, go or remain on sick leave or retire/terminate, the Nurse may at her own expense, visit her own personal physician. If the Nurse's physician disagrees with the conclusion reached by the Medical Center's physicians, the Nurse shall be examined by either William Beaumont or Ingham Hospital, the selection to be made by the Nurse, whose decision, after examining the Nurse and the results of the other examinations, shall be final with respect to the Nurse's ability to work, to go on reduced duty, to go on or remain on sick leave or retire/terminate. The cost of this examination will be at the Medical Center's expense.

ARTICLE XVI

DEFINED CONTRIBUTION AND DEFINED BENEFIT PENSION PLANS

A. Defined Contribution Pension Plan

Section 1. A Nurse hired before 1-1-95 must complete twelve (12) months of employment before she is eligible to participate in the Defined Contribution Pension Plan. Upon meeting this requirement, the amount paid in accordance with Section 2 of this Article will be retroactive to her date of hire.

A Nurse hired after 1-01-95 must complete twenty-four (24) months of employment before she is eligible to participate in the Defined Contribution Pension Plan. Upon meeting this requirement, the amount paid in accordance with Section 2 of this Article will be retroactive to her date of hire.

Section 2. The amount contributed for the Nurse by the Medical Center is based on a percentage of her gross earnings (excluding Sickness & Accident Benefits and Call Pay) for each payroll year in accordance with her years of service as follows and payment is made in December of each year thereafter.

A. Effective with the contribution made in December, 1997:

<u>Less than</u> <u>5 years</u>	<u>5 yrs. but less</u> <u>than 10 yrs.</u>	<u>10 yrs. but less</u> <u>than 15 yrs.</u>	<u>15 yrs. but less</u> <u>than 20 yrs.</u>	<u>20+ yrs.</u>
3%	4%	4.5%	5.0%	5.5%

Effective with the contribution made in 1998:

<u>Less than</u> <u>5 years</u>	<u>5 yrs. but less</u> <u>than 10 yrs.</u>	<u>10 yrs. but less</u> <u>than 15 yrs.</u>	<u>15 yrs. but less</u> <u>than 20 yrs.</u>	<u>20+ yrs.</u>
3%	4%	5%	5.5%	6.0%

Section 3. Completed years of service are calculated as of the end of the payroll year each December. Beginning December 27, 1981, years of service are determined and adjusted for leaves of absence of more than thirty (30) calendar days by the entire length of the Nurse's leave. For example:



A Nurse hired on 11-1-92 would be eligible for 4.0% of gross earnings for the deposit made in December, 1997. However, a Nurse hired on 11-1-88 who had a 60 day Leave of Absence from 4-23-94 to 6-23-94 would have an adjusted annuity date of 1-1-93. Therefore, this Nurse would become eligible for 4.0% of gross earnings as of the deposit made in December, 1994.

Section 4. These contributions are not taxable as income until the Nurse withdraws the money from the Defined Contribution Pension Plan account (upon retirement or termination). These contributions earn interest for the Nurse which is also non-taxable until withdrawal.

B. Defined Benefit Pension Plan

Section 1. The Medical Center shall continue to provide its retirement income plan adopted in 1972, as amended to date, as approved by the Internal Revenue Service. The benefit formula is:

Past Service: Rate of pay effective on January 1, 1992, times (x) 2080 hours times (x) 1% times (x) Benefit Years of Service - 12.

Future Service: 1% times (x) total earnings (W2) - 12 added to Past Service amount each year or partial year.

Section 2. Hours worked for purposes of eligibility and vesting only (contributions and benefit levels determined by the formula in Section 1, above) include:

- A. All hours worked (excluding on-call hours).
- B. Paid jury duty hours.
- C. Paid educational leaves of absence hours.
- D. Hospital Convenience hours.
- E. Worker's Compensation leave hours.

ARTICLE XVII

HOURS OF WORK

Section 1. It is recognized by the Union and the Medical Center that the care and welfare of Medical Center patients requires service on a seven-day week, twenty-four hours a day basis. Within this requirement, the Medical Center's Administration will seek to maintain a pattern of regular work schedules that recognize this responsibility and yet attempt to avoid excessive demands upon the Licensed Practical Nurses' stamina and to seek to avoid overtime work where possible.

- A. Posting of Schedules. Schedules for all Nurses will be posted in accordance with the annual schedule. Nursing Service may change the posted schedule when necessary. The Nurse affected by such change will be made aware of the change before it is made. Changes in the posted schedule will be placed on the schedule the day the change is made. In the event a nurse is made aware of a schedule change less than 24 hours before the start of the changed or additional shift she will receive an additional payment of \$10.00; provided the reason for the changed or additional shift is other than to replace an absent LPN.
- B. Request for Days Off. Nurses may request days off in accordance with the annual schedule and the Medical Center will endeavor to accommodate such request(s): if a Nurse requests a day off by the date indicated on the schedule, that day off may be granted. Such requests will not be arbitrarily denied. When a Nurse requests a day off after the date indicated on the schedule, or after the schedule is posted, it will be the responsibility of the Nurse to find a replacement. For the purpose of this provision, a full-time Nurse may be replaced by a part-time Nurse.

A Nurse may elect not to work on a scheduled shift provided the Nurse provides a qualified straight time replacement Nurse, subject to the advance approval of the Nursing Manager or of the Nursing Office.

Two (2) seniority Nurses on a unit and shift may elect to work alternate work schedules of whole shifts provided the total scheduled shifts per week of the two (2) Nurses is seven (7), and that no overtime results from the election. When such election is made and approved, as below, then the scheduled hours of those Nurses will be changed in the Human Resource records to reflect the hours they have elected to be scheduled. In the event either of the Nurses leaves the unit and shift or elects to end the alternate work schedule, then the other Nurse will revert to her former five (5) day or two (2) day schedule (until she enters into another alternate work schedule with another Nurse).

A Nurse will not change her schedule by trading with another Nurse without approval by the Nursing Manager of the unit or the Nursing Office. If such trading would result in the payment of overtime, it must be approved by the Director or her designee.

- C. Starting and Quitting Times. The Medical Center shall, exclusive of ten and twelve hour shifts, generally maintain three basic shifts: 7:00 a.m. - 3:30 p.m.; 3:00 p.m. - 11:30 p.m.; and 10:00 p.m. - 7:30 a.m. In order to maintain or improve the quality and efficiency levels of patient care, the Medical Center may vary starting and quitting times of the various shifts provided it is not done arbitrarily. The Union will be given at least seven (7) calendar days prior notice and the opportunity to discuss the change with the Medical Center.
- D. Rest Periods. Nurses are permitted two breaks per day not to exceed fifteen (15) minutes each (except that the second break for Nurses scheduled to work a twelve hour shift shall be a thirty (30) minute break). It is understood, however, that the first thirty (30) minute period of time away from work will constitute the Nurse's thirty (30) minute non-paid meal period. In line with operational requirements, one break will be taken during the first half of the shift, and the second will be taken during the second half of the shift. These breaks shall be taken as and when patient care and workload will permit and will be scheduled for the Nurses except where emergency prevents the same.
- E. Work Day. The standard work day for the Nurses shall consist of eight (8) hours. This figure is exclusive of a non-paid thirty (30) minute lunch period. However, the lunch period, or any portion thereof, shall be paid time, if worked and authorized on the timecard by the Nurse's immediate supervisor.
- F. Work Week. The standard work week for the day and afternoon shifts shall be those hours which commence after 12:01 a.m. Sunday and end seven (7) consecutive calendar days later. The standard work week for the "night shift" shall begin Sunday night with the shift beginning on or after 10:00 p.m. on Sunday and end seven (7) consecutive calendar days later.

Section 2. Each Nurse is required to swipe her own I.D. badge in the assigned timekeeper terminal when reporting for duty and to swipe her own I.D. badge when finishing work.

If, in the event of an emergency, a Nurse does not swipe in or out, she shall inform her Nursing Manager/Supervisor and sign the necessary form.

Section 3. Pay Period. The standard pay period shall consist of two (2) consecutive standard work weeks as above defined.

Section 4. Overtime.

A. Overtime is paid at one-and-one-half (1 1/2) times the Nurse's base hourly rate for hours worked as follows:

- i) Those continuous hours worked in excess of eight (8) hours; or
- ii) In excess of eight (8) hours worked in any twenty-four (24) hour period beginning at 11:00 p.m.; or
- iii) In excess of forty (40) hours worked during a work week as defined in Section 1(F) above.

Paragraphs (i), (ii), and (iii) of this section shall be applied day by day in a forward chronological order. Hours compensated for at a time and one-half rate under any one of these paragraphs shall not be counted as hours worked for purposes of calculating overtime under either of the other of these paragraphs.

B. In no event shall any hour worked be compensated twice at the one-and-one-half (1-1/2) rate under Section 4(A).

C. For purpose of payment, but not absenteeism, tardiness and overtime are measured in 1/10 of an hour segments.

D. Overtime shall only be worked with prior approval of the Nursing Service Administration.

E. In the event a Nurse works two consecutive shifts and has eight (8) or less hours off before the start of her next regularly scheduled shift, then she will have the option of not working that next regularly scheduled shift. This option shall be exercised at the time the Nurse agrees to work the second consecutive shift.

Section 5. Weekend. The Medical Center will attempt to schedule Nurses to work every other weekend. For first and second shift Nurses the weekend is forty-eight (48) continuous hours beginning at 12:00 a.m. Saturday. For third shift Nurses, the weekend begins with the shift beginning on or after 10:00 p.m. on Friday and Saturday.

When make up weekends for any Nurse's absence are scheduled, consideration will be given to the needs of the Nurse involved. It is understood and agreed that there may be occasions when a limited number of Nurses may be scheduled off on a given weekend.

Section 6. Benefit Eligibility. For the purpose of benefit eligibility, a Nurse's scheduled hours must be sixteen (16) hours or more per week, as indicated in the Human Resource records. In addition, a full-time Nurse

is defined as one who is scheduled thirty-five (35) hours or more per week.

The Medical Center will not reduce the hours of work of third shift Nurses regularly scheduled and working in units with approved five (5) shifts on-three (3) shifts off schedule, subject to the layoff provisions of this Agreement.

Section 7. Experimental Shifts and Schedules. The Medical Center may establish experimental shifts and schedules. Nurses in the unit affected will be given the opportunity to try out the experimental shift and schedule. Any Nurse in the unit who elects not to do so will exchange jobs with the most senior Nurse, full or part time as she is and on the same shift, on the Medical Center-wide experimental shift and schedule preference list.

Any Nurse who works what for her, is an experimental shift and schedule may, after 30 but before 90 calendar days on the experimental shift and schedule, elect to return to her former shift and full or part time status by exchanging jobs with the most senior Nurse, full or part time as she is and on the same shift, on the Medical Center-wide experimental shift and schedule preference list.

After a Nurse works 91 calendar days on what had been for her an experimental shift and schedule, then the shift and schedule will be her regular shift and schedule and thereafter she may not elect to leave that shift, schedule and unit except as her seniority permits under Article XIV, Section 1.

Section 8. Ten and Twelve Hour Day Schedules.

Deviations from several provisions of this Agreement must be made to accommodate those licensed practical nurses who work a twelve (12) hour day. These provisions and deviations are listed below:

DEVIATIONS FROM CONTRACT

Hours of Work

The standard work day for the Nurse shall consist of twelve (12) hours in a twenty-four (24) hour period.

The starting and quitting times for the twelve hour shifts will vary depending upon the need and the area utilizing this schedule.

A 9% per hour shift differential is paid during the hours of 3:00 p.m. and 7:30 a.m., except excluding the half-hour between 7:00 a.m. and 7:30 a.m. for employees whose shift starts at 7:00 a.m. For employees whose shift begins at or after 5:00 a.m., shift differential is paid beginning at 3:00 p.m.

For the purpose of computing overtime, a twelve hour shift constitutes a day's work. Time worked in excess of twelve hours as a continuation of a twelve hour shift, or all time worked over forty hours in the seven consecutive days which constitute a work week, shall be paid at the rate of time and one-half; provided that the continuation of the twelve hour shift is not a result of nurses trading shifts for their own convenience. Daily and weekly overtime shall not be paid for the same hours worked. There will be no pyramiding of overtime pay.

The Medical Center intends to maintain both eight (8) and twelve (12) hour Nurses within those units that currently staff both eight (8) and twelve (12) hours Nurses; provided necessary coverage will be maintained. Eight (8) hour Nurses will not be mandated to work a twelve (12) hour position.

BENEFITS

Earned Time Off

The formula will remain the same. The Nurse will be paid in increments of twelve (12) hours, when applicable; provided the hours are available.

Holiday Hours

Hours Worked: The holiday will be paid for the shift worked in which a majority of hours are during the holiday (defined as 12:00 midnight and ending twenty-four (24) hours later). There will be no pyramiding of overtime and holiday pay.

Bereavement Leave of Absence

Payment for hours not worked due to bereavement leave will be based on daily hours scheduled.

Weekend Differential

Weekend differential will be paid for shifts beginning 7:00 p.m. Friday, but before 7:00 p.m. Sunday, if otherwise eligible.

Hospital Convenience

Twelve (12) hour Nurses will not be HC'd the middle four (4) hours of their shift.

Jury Duty

The regular scheduled day will be twelve (12) hours, and the nurse will receive a twelve (12) hour jury duty day, when applicable.

ARTICLE XVIII

WITHHOLDING OF SERVICES

Section 1. The Medical Center will not lock out Nurses during the term of this Agreement.

Section 2. The parties of this Agreement mutually recognize and agree that the Services performed by Nurses covered by the Agreement are services essential to the public health, safety and welfare.

Section 3. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, including any sympathy strike or refusal to cross the picket line or sympathetic picketing in support of a strike or picketing by other Medical Center employees, sit-down, stay-in or slowdown of work or restriction of services or interference with the operations of the Medical Center, or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of services, picketing or patrolling, the Medical Center shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

The Medical Center shall have the right to discipline up to and including discharge, any Employee who instigates, participates in, or gives leadership to any activity herein prohibited.

Section 4. 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 Section 3, and the Union further agrees that it will immediately direct such Nurse or group of Nurses to cease such activity and resume normal work at once.

In addition, the Union shall, within twenty-four (24) hours notice to the Union by the Medical Center of any such action or interference, deliver the following notice to bargaining unit Nurses and the Employee Relations Section of the Human Resources Department: "to all staff council nurses: you are advised that your interference with the operations of the Medical Center which took place (date) is unauthorized by the Union and in violation of the bargaining agreement and subjects you to disciplinary action, including suspension of all benefits under the collective bargaining agreement and discharge. You are required to cease this action and interference immediately." This memo shall be signed by an authorized official of the Union.



In the event that any Nurse or Nurses shall refuse to cease such action or interference, the Medical Center agrees that it will not file or prosecute any action for damages arising out of such action or interference against Union, its officials or representatives, if the Union, its officials and representatives perform their obligations as set forth in this Article.

Nothing herein shall preclude the Medical Center from seeking legal, or other redress against any Nurse or Nurses, or from taking disciplinary action, including suspension of all benefits under this Agreement and discharge against any Nurses taking part in the action or interference. Any such disciplinary action taken shall not be reviewable through the grievance or arbitration procedure, except for the fact question of whether the Employee took part in any such action or interference.

ARTICLE XIX

HEALTH CARE PROGRAM

Section 1. Effective January 1, 1995, Nurses are eligible for Comprehensive Major Medical and Dental Care Insurance (for effective date of coverage, see Section 2) for the Nurse and the Nurse's family (i.e., spouse and unmarried I.R.S. dependent children until December 31st of the year in which the children celebrate their nineteenth birthday for Dental; and their twenty-fifth birthday for Comprehensive Major Medical).

Section 2. Coverages:

A. To receive the following coverages, a Nurse must enroll in these programs at one of the following times:

1. Time of hire;
2. The initial re-enrollment period;
3. When status changes from Part Time to Full Time\*; or
4. The next annual open enrollment period.

\*However, if a Nurse drops medical coverage in any calendar year, she can only enroll again if other medical coverage has been lost or during the annual open enrollment period

B. Any changes in the Nurse's coverage must be made in writing to the Benefit Section of the Human Resources Department within 30 calendar days of the event causing the change. For example, a spouse must be enrolled within 30 days of the wedding; a new child must be enrolled within 30 days of the birth. In the event that a Nurse loses other insurance coverage, the Nurse must provide written proof of the loss of coverage to Human Resources within thirty (30) days. If a Nurse fails to notify Human Resources within thirty (30) days, enrollment in the Medical Center's Comprehensive Major Medical and Dental Care Insurance will be delayed until the next annual open enrollment period.

C. Effective January 1, 1995, or the first day of the month following the Nurse's date of hire, whichever is later, the Nurse is eligible for Comprehensive Major Medical insurance. The Medical Center pays a portion of the total monthly cost for the coverage in accordance with the premium contribution schedule in Section 4. If a Nurse terminates her employment prior to the completion of one (1) year of employment, she will be required to repay to the Medical Center the cost of three (3) months of premium contributions by the Medical Center at a rate based upon the coverage she had selected.

Section 3. Coverages:

A. The Comprehensive Major Medical Program is intended to provide for most inpatient hospital visits, as well as many outpatient services

and emergency situations. The Medical Center may require pre-certification of inpatient and outpatient services.

For regularly covered services, as defined in the summary plan description, received at the Medical Center or Bay Health Systems providers and physicians, there is an annual deductible amount of \$100.00 per covered person (subject to a limit of three [3] per family or \$300.00 per year) before benefits are paid for regular covered services under the Comprehensive Major Medical Program and then 100% of all covered charges from these providers are paid under the Comprehensive Major Medical Program.

In the event a Nurse or dependent covered by this program "chooses" to receive regular covered services, as defined in the summary plan description, at a facility or provider other than the Medical Center or a Bay Health Systems physician or provider, there is an annual deductible amount of \$250.00 per covered person (subject to a limit of three [3] per family or \$750.00 per year) before benefits are paid for regular covered services under the Comprehensive Major Medical Program. After this annual deductible is paid, covered charges are paid under the Comprehensive Major Medical Program subject to the following co-insurance payment requirements:

1. VHA+ Providers and Physicians

80% of the next \$5,000.00 of covered charges per covered person (the Nurse must pay the remaining 20% or \$1,000.00 per covered person, subject to a limit of \$3,000.00 per family per year).

2. Non-Preferred Providers and Physicians

50% of the next \$7,500.00 of covered charges per covered person (the Nurse must pay the remaining 50% or \$3,750.00 per covered person, subject to a limit of \$11,250.00 per family per year).

The Comprehensive Major Medical Program will pay 100% of any further covered charges from VHA+ or Non-preferred providers for the remainder of the year after the Nurse has paid the annual deductible and the co-insurance payment maximums. Co-insurance payments from either the VHA+ or the Non-preferred Provider category may be combined to satisfy the co-insurance payment maximum of either category.

"Chooses" means:

- (i) The hospitalization is not of an emergency nature and is not a further hospitalization on account of what was an initial emergency hospitalization; and

- (ii) A physician of choice with privileges at the Medical Center is available. In the event there is an issue of availability, the involved Nurse will give the Nursing Office a reasonable opportunity to resolve that issue so that the physician is available.

A Nurse, spouse or IRS dependent covered by this program admitted to the Medical Center (in-patient or ambulatory surgery, as applicable) shall:

- (i) receive telephone and television without charge;
- (ii) receive necessary ambulance service to and from the Medical Center without charge;
- (iii) receive a private room without charge provided one is available at the time of admission in the unit to which he or she would be assigned;

A Nurse, spouse, or IRS dependent covered by another Hospital/Medical insurance program shall receive the above benefits. The Medical Center may bill the other insurance program from reimbursement and adjust any balances.

B. The Dental Care Plan:

Effective the first day of the month following completion of one year of employment, the Nurse is eligible for Dental Care Coverage. The Medical Center pays a portion of the total monthly cost for the coverage in accordance with the premium contribution schedule in Section 4.

C. Optical Plan:

From and after February 1, 1992, the Medical Center will make available to Nurses an optical plan whose costs will be borne entirely by covered Nurses and at no cost to the Medical Center.

- D. The actual extent and conditions of enrollment and coverage for Comprehensive Major Medical, Dental Care Insurance, Optical and the Prescription Drug Plan are governed by and subject to the complete terms of the master policies at all times.

Section 4. Premium Contributions: The Medical Center and the Nurse will each contribute to the monthly premium for the Nurse's Comprehensive Major Medical and Dental Care Insurance programs. These amounts or percentages will be based upon the Nurse's number of scheduled hours as reflected in the Human Resource records and may change because of changes therein, effective the first of the month following the change.

A. Full-time employees' (35 scheduled hours per week or more) premium contributions:

(1) Comprehensive Major Medical Program

Effective February 1, 1995 (payment due January, 1995):

Single coverage - \$10.00 per month  
Two person coverage - \$20.00 per month  
Family coverage - \$30.00 per month

(2) Dental

Effective February 1, 1995 (payment due in January, 1995):

Single coverage - \$2.50 per month  
Two person coverage - \$3.75 per month  
Family coverage - \$6.25 per month

(3) Effective January, 1999, (payment due in December, 1998): Comprehensive Major Medical and Dental premium contributions will be increased based upon fifty percent (50%) of the difference between the premium implemented in July, 1997, and July, 1998, and will be added to the current level of contribution based on the employees type of coverage.

B. Part-time employee's premium contributions (Comprehensive Major Medical and Dental Insurances):

<u>HOURS</u> <u>WORKED</u>	<u>PERCENT OF THE FULL</u> <u>PREMIUMS PAID BY</u> <u>BAY MEDICAL CENTER</u>	<u>PERCENT OF THE FULL</u> <u>PREMIUMS PAID BY</u> <u>NURSE</u>
32	80%	20%
30	75%	25%
24	60%	40%
20	50%	50%
16	50%	50%

The Medical Center's contribution toward such coverage includes the Comprehensive Major Medical and Dental coverages. This contribution includes coverage for the Nurse, the spouse, IRS dependent children until December 31 of the calendar year in which they celebrate their nineteenth birthday, and family members enrolled in the family continuation (excluding Dental coverage) provided the Nurse has enrolled same in such programs. If the Nurse enrolls family members as sponsored dependents, the Nurse pays 100% of the premium for that option. Sponsored dependents are family members, other than the Nurse's spouse, who are 25 years of age or older.

- C. Employee contributions will be made by the means of pre-tax dollars under a plan established by the Medical Center.

Section 5. Prescription Drug Plan The prescription drug plan is limited to prescriptions dispensed at the Bay Medical Center Pharmacy. A Nurse, the Nurse's spouse, and eligible IRS dependents are covered by the Medical Center's prescription drug plan on the following co-payment basis for prescriptions dispensed at the Bay Medical Center Pharmacy:

- A. \$4.50 per prescription for generic and contract purchased drugs; and
- B. \$7.50 per prescription for all other drugs.

For any prescription dispensed other than at the Bay Medical Center Pharmacy, there is no payment by the Medical Center, and the entire amount paid by the Nurse is subject to the annual deductible and co-insurance requirement applicable to non-preferred providers and physicians. Prescriptions co-payments are not reimbursable under the Comprehensive Major Medical Plan. The coverage becomes effective after one year of employment.

- C. Effective January 1, 1997, these co-payments will be:

- \$5.00 per prescription for generic and contract purchased drugs; and
- \$10.00 per prescription for all other drugs.

Section 6. A Nurse may not have duplicate coverage under the Medical Center's Comprehensive Major Medical or Dental Care programs in the event that the Nurse receives coverage under the Medical Center's Comprehensive Major Medical or Dental Care programs through another Medical Center employee.

Section 7. Preferred Provider Organization. The Medical Center may make available, as an alternative to the Comprehensive Major Medical Insurance, provided for in Section 1, above, a PPO program, participation in which shall be at the sole option of each eligible Nurse.

Section 8. For both Nurses who do participate in the Medical Center's Comprehensive Major Medical Program and for those who do not, \$200.00 will be deposited in that Nurse's Wellness Account, to be used over a two year period of time. In addition, \$100.00 will be deposited in an account for the Nurse's family (i.e. spouse and unmarried I.R.S. dependent children until December 31st of the year in which the children celebrate their nineteenth birthday) to be used over a two (2) year period of time.

Any changes from current coverage will be effective July 1, 1998.

ARTICLE XX

LIFE AND LIABILITY INSURANCE

Section 1. Nurses become eligible on the first day of the month following ninety (90) calendar days from the Nurse's most recent date of hire.

Section 2. The amount of life insurance is as follows:

<u>Scheduled Hours</u>	<u>Amount of Insurance</u>
35 or more	\$20,000
32	\$16,000
24	\$12,000
16	\$ 8,000

Effective January 1, 1998, Nurses with twelve (12) months of service or more will be eligible for life insurance based upon one (1) times the Nurse's base earnings (excludes differentials and is based upon the Nurse's scheduled hours as reflected in the Human Resources records).

Section 3. Nurses may purchase at their expense additional life insurance as it is offered by the insurance carrier. This option is available at the Nurse's time of hire or during an open enrollment period.

Section 4. The Medical Center provides personal liability insurance for all Nurses covered by this Agreement. Such coverage pertains to claims which are a direct result of employment with Bay Medical Center.

Section 5. The actual extent and conditions of coverage for the insurance plans are governed by and subject to the complete terms of the master policies at all times.

Section 6. Benefit eligibility during a leave of absence is contingent upon the type of leave. Reference is made in Article X, Part E, of this Agreement relative to benefit eligibility.

ARTICLE XXI

EARNED TIME OFF PROGRAM

A. Eligibility and Accrual

1. Earned time off (ETO) is time for which a Nurse becomes eligible to be away from work with pay. Earned time off is granted by the Medical Center in lieu of vacation days, holidays, and paid sick/personal days.
2. A Nurse will begin accruing ETO hours at the start of the pay period after the completion of the ninety (90) day probationary period. Earned time off hours are available for use in the pay period after they are accrued.
3. ETO is accrued as follows:

<u>Years of Service</u>	<u>Maximum Accrual Earned Time Off</u>	<u>Maximum Accrued Hours Per Pay</u>	<u>Accrued Hours Per Hours Paid</u>
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Employees hired before January 1, 1998:

After the employee completes:

90 days-5 yrs	204 hours/year	7.85	.0981
5-10 yrs	244 hours/year	9.38	.1173
10-15 yrs	284 hours/year	10.92	.1365
15 yrs or more	300 hours/year	11.54	.1443

Employees hired on or after January 1, 1998:

After the employee completes:

90 days-2 yrs	164 hours/year	6.31	.0789
2-5 yrs	192 hours/year	7.38	.0923
5-10 yrs	244 hours/year	9.38	.1173
10-15 yrs	284 hours/year	10.92	.1365
15 yrs or more	300 hours/year	11.54	.1443



B. General Conditions

1. Earned time off should be requested before the posting of the work schedule, except for illness or justified emergency, and the request must be in writing on the appropriate form.
2. Earned time off in excess of two (2) calendar weeks will not be granted unless prior written approval is given by the appropriate Nursing Director or designee.
3. Requests for ETO, due to illness, emergency, etc., of less than twenty-four (24) hours prior notice will count as an absence on the employee's absenteeism record. Employees may be requested to provide a physician's statement or other documentation even though they receive pay for the day.
4. A Nurse must have enough ETO accrued to cover a request to be away from work at the time the hours are actually to be taken. This section applies primarily to the approval of vacation time in advance by a supervisor when ETO hours are accrued. If the Nurse does not have enough hours to cover the time off when the ETO is actually to be taken, the Nurse must again receive supervisory approval to take time off not covered by ETO. The Medical Center, however, will permit a Nurse to take ETO time approved in advance on an unpaid basis if the Nurse does not have enough ETO hours to cover the time off because she has used her earned time off hours to receive pay for HC hours or days or leave of absence.
5. Nurses may accumulate unused ETO, up to two (2) times their "Maximum Accrual Earned Time Off" as indicated in Part A, 3.
6. Nurses are paid ETO on the basis of her daily scheduled hours and must be a minimum of one (1) hour.
7. Nurses are required to use ETO to cover any request for absence away from work, with the following exception:
  - for voluntary or mandatory hospital convenience (HC)
  - if the ETO balance is sixteen (16) hours or less
  - for holiday pay (see Part E, 2)
  - when a Nurse obtains an approved replacement. If the Medical Center has reason to believe that a Nurse is abusing the ability to find her own replacement, the Medical Center and Union will meet to discuss the matter and make scheduling adjustments as necessary.
8. A Nurse will be paid only for accrued ETO hours. The Medical Center will not grant requests for advance payment on accrued ETO hours.

9. Earned time off pay shall be computed on the basis of the Nurse's base hourly rate (straight time) only (excluding differentials).
10. Nurses may take ETO to cover arriving late and leaving early from work if approved by supervision and if unworked remaining hours are one (1) or more.
11. Earned time off is not considered hours worked for the purpose of calculating overtime.
12. Earned time off hours sold back or used to supplement lost hours while receiving sickness and accident payment will not be considered hours worked and will not count toward the further accrual of ETO.
13. Adjustments will be corrected retroactively up to six (6) pay periods from the date of the error when brought to the attention of the Payroll Department.
14. The ETO program does not apply to time off for jury duty under Article X or to time off for bereavement leave under Article X.

C. Request Periods

1. Vacation Requests

a. Weeks of vacation entitlement are determined as follows:

Upon completion of:	Time off eligibility:
6 months of service . . . . .	1 week*
1 year of service . . . . .	1 week*
2 years of service . . . . .	2 weeks per year
5 years of service . . . . .	3 weeks per year
10 years of service . . . . .	4 weeks per year

\*If the Nurse prefers, she may combine the vacation weeks earned in the first year of service in order to take a two week vacation after one year of employment.

b. Earned time off requests in any year for the period May 1 through October 31 must be submitted between March 1 and March 10 and will be answered by March 31. Earned time off requests in any year for the period November 1 through April 30 of the following year must be submitted by September 1 and September 10 and will be answered by September 30. Earned time off requests may be granted for the requested time off when scheduling permits, based on the Nurse's classification seniority within the unit. In the event an emergency (that is, the unexpected absence of two or more LPNs on that unit and shift; or, an externally caused critical increase in the workload) requires

the cancellation of scheduled ETO, the Medical Center will first seek volunteered cancellations, and then, if necessary, will cancel ETO time in inverse Medical Center-wide seniority order. The Medical Center will determine the number of licensed practical nurses who may be on ETO from a unit in any week.

- c. Earned time off requested after the request period stated above may be granted on a first-come, first-served basis, regardless of seniority, at a time which does not conflict with the ETO of another Nurse, and when scheduling permits. Such requests will be answered in 30 calendar days of being submitted. The Medical Center will grant a vacation to one Nurse, considering both full time and part time Nurses, on a unit and shift in each week vacations are requested, irrespective of Registered Nurses' vacation schedules, subject to emergencies as set forth above.
- d. June 1 through September 10 is a critical period for ETO scheduling. If ETO is requested during this period, a maximum of two (2) weeks ETO may be scheduled for this time period, unless scheduling permits otherwise. November 15 through November 30 together with December 20 through January 5 is considered another critical period. If ETO is requested during this period, ETO of up to one (1) week, including a maximum of one (1) holiday, may be scheduled for this time period, if scheduling permits. A Nurse who requests and is granted ETO during this time period in one (1) year may not be considered if a request is made for the following year, unless there are no other requests or if scheduling permits.
- e. Nurses successfully applying for postings or Nurses returning from leaves of absences and as a result are transferred from one unit or shift to either another unit or shift who have approved ETO may have to change the time off, regardless of Medical Center seniority within the unit or shift being transferred into. The Nurse will indicate on her bid form whether the Nurse has approved ETO. If the Nurse does, then the Nurse will bring to the interview the prior approved absence request form. The interviewing Nursing Manager will then advise the Nurse whether the Nurse may have that prior approved ETO in the event the Nurse transfers pursuant to the bid.

## 2. Other Requests

Other requests are granted at the discretion of the Medical Center, by seniority, provided that appropriate notice is given and scheduling permits.

D. Sick

1. Nurses are required to notify their supervisor of their absence as soon as they are aware they will be unable to report for duty; and according to departmental guidelines.
2. Nurses must furnish satisfactory evidence of disability when requested.
3. ETO hours will be used, unless the employee requests, otherwise, to cover the first week of absence due to on the job illness or injury.
4. Nurses may use ETO to cover scheduled days during the four (4) day waiting period before sickness and accident plan benefits begin (if hours are available).
5. After the Nurse starts to receive sickness and accident benefit payments, the Nurse may elect to use ETO hours during a disability leave to supplement sickness and accident benefits and allows the Nurse to receive up to 100% of her regular pay. ETO hours used for this purpose will not be considered hours worked and will not count toward the further accrual of ETO.
6. The Medical Center may withhold payment of accrued ETO hours in the following circumstances when the Nurse has called in sick:
  - a. In the event of reasonable doubt of legitimate illness;
  - b. When accrued ETO hours for sickness are requested on days before, after, or on a holiday;
  - c. When accrued ETO hours for sickness are requested on days for which the Nurse failed to request time off in advance;
  - d. When accrued ETO hours for sickness are requested on days for which the Nurse was denied her prior request for Hospital Convenience Time Off on those days; and
  - e. When accrued ETO hours for sickness are requested on a day for which the Nurse was denied her earlier request for ETO, unless the Nurse provides medical verification of the illness, which is acceptable to the Medical Center.

E. Holidays

Definition of Holiday. The Holiday is defined as the shift beginning on or after 10:00 p.m. on the eve of the calendar date of the holiday and ends twenty-four (24) hours later. There may be times when the Administration implements a holiday schedule on a day(s) other than

the holiday. In this case, the holiday worked is always paid on the actual holiday - in accordance with Part E, 4.

1. Earned Time Off Pay for Holidays. Nurses may use ETO pay for the following holidays:

New Year's Day	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas
Independence Day	Floating Holiday (designated by the Medical Center; straight time pay)

New Year's Eve and Christmas Eve shall not be scheduled as Holidays. In the event the Nurses in a unit on a shift cannot agree on any Christmas and New Year's Day holiday schedule and therefore the Medical Center establishes that schedule for them, then the Union may file a grievance directly at Step 2 of the Grievance Procedure (Article VIII, Section 3, Step 2) if it believes the Medical Center violated the principle of scheduling a Nurse off on Christmas or New Year's Day if she was scheduled to work on the eve of the holiday, recognizing that exception to this principle exists in the event of unscheduled absenteeism Nurses on ETO only, during the holiday period, will not be required to work the eve (Christmas or New Year's) provided the holiday off remains in proper rotation.

2. Holiday/ETO Pay Option

For holiday worked or when scheduled off, including the Floating Holiday, a Nurse will automatically be paid according to her daily scheduled hours, provided that the Nurse has the accrued ETO hours available. A Nurse may elect not to be paid ETO hours. The Nurse must make this election in writing and must be received in the payroll department no later than the Friday before the pay ending date in which the holiday occurs.

3. Earned time off hours for a holiday will not be paid to a Nurse who is:

- a. On a disciplinary suspension;
- b. Laid off before the holiday;
- c. On a leave of absence (unless specifically requests to be paid);
- d. Receiving benefits under the Sickness & Accident Program (unless specifically requests to be paid).

4. Holiday Worked. For Nurses hired before January 1, 1995: (a) all holiday hours worked, except the Floating Holiday, are paid at the rate of two times the Nurse's base hourly rate of pay (plus applicable shift and weekend differentials which are paid at the

straight time rate) in addition to ETO hours paid for a holiday; and (b) a Nurse working on a holiday, except the Floating Holiday, which is also an overtime day will receive two and one-half times the Nurse's base hourly rate of pay for all hours worked on the holiday in addition to ETO hours paid for a holiday.

All Nurses hired after January 1, 1995, will receive one and one-half times the base hourly rate of pay for all holiday hours worked, except the Floating holiday.

For Nurses hired between January 1, 1995 and December 31, 1997: Effective the first of the pay following the completion of 36 months, the Nurse will be eligible for holiday worked pay at two (2) times their base hourly rate of pay.

For Nurses hired after January 1, 1998: Effective the first of the pay following the completion of 48 months, the Nurse will be eligible for holiday worked pay at two (2) times their base hourly rate of pay.

(a) To be eligible to be paid ETO hours for a holiday not worked, the Nurse must have worked her last scheduled work day prior to and her first scheduled work day following the holiday or submit a physician's certificate of illness acceptable to the Medical Center for holiday payment within seven (7) calendar days following the holiday. If not, the Nurse will not be paid ETO hours for the holiday.

(b) A Nurse who is scheduled to work on a holiday and fails to report for work will not be paid ETO hours for the holiday, unless a physician's certificate of illness acceptable to the Medical Center is supplied.

5. In preparing a schedule, which includes a holiday, before the posting of the schedule, the following will apply: 1) The Medical Center will decide the number of Nurses who will be scheduled to work on a holiday, taking into account the unit's holiday rotation. Any approved ETO does not supersede a nurses obligation to work their holiday. 2) It will reduce the number of Nurses scheduled to work on the holiday first by accepting volunteers and second by not scheduling the least senior Nurses in a unit.

The Medical Center will continue its practice regarding rotation of holidays. In the event a Nurse transfers from one position to another, for any reason, she will assume the holiday rotation schedule of the position she transfers to.

6. When a reduction in the work force is possible over a holiday period based on patient census and workload, the procedure described below will be implemented within a unit:

- a. Per diem and Flex-time nurses will not be utilized on the day of layoff.
- b. The Medical Center will accept volunteers who sign up.
- c. Nurses will not be assigned more than their scheduled hours in the week of layoff.
- d. As needed, Nurses with the least amount of classification seniority on the unit and shift will be assigned one additional day off within the holiday pay period. Such days shall be considered Hospital Convenience (HC) days. In the event it is necessary to assign mandatory HC on the actual holiday, the HC will be done strictly on the basis of seniority, regardless of any occurrences of HC or "not needed" earlier in the week.

F. Buy Back

- 1. A Nurse may request to be paid unused ETO hours, provided the Nurse has accrued unused ETO hours equal to at least 50% of her annual maximum number of ETO hours (before the hours are requested). However, the payment cannot reduce the hours below 50% of the annual maximum.
- 2. The opportunity to "buy back" unused hours will occur only at the time of the Nurse's anniversary date. New employees must wait one full year from date of hire before being eligible to buy back unused ETO hours.
- 3. A buy back of ETO hours will not be considered hours worked and will not count toward the further accrual of ETO.
- 4. A Nurse must request payment of unused ETO hours by completing the "Buy Back ETO Hours" form. The form must be completed thirty (30) days before the Nurse's anniversary date and must be approved by the Nurse's Nursing Director or designee. Payment for ETO buy back by the Nurse will be at 100% of the Nurse's base hourly rate of pay at the time the payment is made.
- 5. The maximum number of hours that may be requested are:

<u>Scheduled Hours</u>	<u>Maximum Number</u>
40	80
36	72
32	64
30	60
28	56
24	48
20	40
16	32

and further provided that the payment does not reduce the new balance to less than 50% of the annual maximum allowable.

The minimum number of hours that may be requested are eight (8) hours.

G. Termination

A Nurse who terminates her employment with the Medical Center will be paid for 100% of accrued ETO hours as of the date of termination at the Nurse's base hourly rate of pay. A Nurse who is discharged for cause or who fails to give proper notice of termination, except in emergency situations, (as determined by the Medical Center) will receive 50% of her accrued ETO hours as of the date of termination at the Nurse's base hourly rate of pay. In case of death, the ETO hours are paid to the Nurse's estate.



ARTICLE XXII

SICKNESS AND ACCIDENT INCOME PROTECTION PROGRAM

Nurses who have attained one (1) year of seniority are eligible for the Sickness and Accident benefit on the following basis:

For Nurses hired after 1/01/98, the Nurse has a one (1) year wait and then is eligible to receive 13 weeks of benefits at 50% for a 36 month period. Effective the first of the pay following 36 months, the Nurse is eligible to receive 26 weeks of benefits at 50%.

To receive Sickness and Accident Benefits, the Nurse must be unable to perform her regular duties, and she must be actively receiving medical treatment.

Schedule of Benefits

Benefits begin on the fifth (5th) day of absence due to disability.

Maximum duration of benefits. . . . .26 weeks

Benefit percentage: . . . . .70% for first 13 weeks  
per disability  
. . . . . 50% for next 13 weeks

For any Nurse whose most recent date of hire is after January 1, 1995, the benefit percentage is 50% for the entire twenty-six (26) week period.

Maximum benefit: . . . . . \$400 per week

Benefit Calculation

Weekly  
Sickness and Accident Benefit = Hours Scheduled per Week x base x benefit  
(40 hour maximum) current hourly percentage  
(as indicated in the Human Resources record at the time of occurrence)

Available ETO hours must be used during the waiting period in order to minimize any loss of income, and pursuant to Article XXI.

Hours paid are not subject to accrual of additional ETO hours.

After the Nurse starts to receive sickness and accident benefit payments, the Nurse may elect to use ETO hours during a disability leave to supplement sickness and accident benefits and to ensure that the Nurse receives up to 100% of her Nurse's regular pay. ETO hours used for this

purpose will not be considered hours worked and will not count toward the further accrual of earned time off.

The actual extent and conditions of coverage for Sickness and Accident Benefits shall not be changed without mutual consent of the parties and are governed by and subject to the complete terms of the master policy at all times.

ARTICLE XXIV

MAINTENANCE OF DISCIPLINE

Section 1. Each Nurse covered hereby will abide by such rules of professional conduct as represent the standards of the profession and are required for the smooth operation of the Medical Center and the care of patients. Discipline which is necessary will be of a corrective nature rather than punitive. Except where the infraction is of such serious nature as to warrant immediate termination or suspension, discipline will be based first on written warnings.

Section 2. In imposing discipline, no earlier disciplinary action shall be considered that occurred prior to a period of one year during which the Nurse received no discipline. Discipline includes written warnings and suspensions.

Section 3. Individual discipline, including discharge, shall be for just cause and may become a subject for the grievance procedure. Whenever a nurse is to be disciplined, if the nurse requests representation, the Medical Center shall immediately orally notify the appropriate member of the Grievance Committee or floor representative who may request a formal hearing before such discharge or suspension is effectuated. In the event no member of the Grievance Committee or floor representative is available, the nurse to be disciplined may select any member of the bargaining unit to serve as a witness. The Medical Center shall also notify the member of the Grievance Committee in writing within twenty-four (24) hours, excluding Saturdays, Sundays and holidays, giving the reason for such discharge or suspension. Failure of the Administration to orally notify the member of the Grievance Committee shall have no effect on either the appropriateness or the extent of discipline.

Section 4.

- A. Prior to publishing or posting new or modified rules pursuant to Article IV, the Medical Center will provide two (2) copies thereof to the Union's President.
- B. The Union's President and Grievance Committee Chairperson, or their designee, shall, for the purpose of investigating or handling grievances, have access to Nursing Service policies and procedures in their units during their working hours and in the Nursing Service office outside their working hours.
- C. Upon request to the Nursing Service, one copy of a particular policy and procedure will be given to the Union's President or Grievance Committee Chairperson or their designee.

D. The Union may object within ten (10) calendar days of their publication to any rules or regulations it considers unreasonable or in conflict with other provisions of the Agreement. Such objections may be pursued through the Grievance Procedure.

ARTICLE XXV

MAINTENANCE OF BENEFITS

Section 1. Except for the following subject matters, the control over which is reserved to the Medical Center, the employer agrees that all other conditions of employment relating to hours of work, wages, overtime differentials, general working conditions and benefits, will be maintained at not less than the highest minimum standard in effect at the time of the signing of this Agreement unless such conditions or benefit programs are specifically replaced or deleted by this Agreement:

- A. Parking lot facilities.
- B. Laundry facilities.
- C. Cafeteria pricing policies.
- D. Employee discounts except where specifically provided for in this Agreement.
- E. Location of timekeeper terminals.
- F. Pension plan.
- G. Christmas gifts.
- H. Service Award program.
- I. Employee picnic.

ARTICLE XXVI

MISCELLANEOUS

Section 1. Jurisdiction. Employees excluded from coverage under Article I of the Agreement may perform bargaining unit work as necessary. The Medical Center will not assign additional bargaining unit work to that normally performed by managerial employees in order to accelerate or cause a Hospital Convenience day or layoff, or to delay a recall. Subject to the provisions of this Agreement, it is recognized that the Union represents Licensed Practical Nurses at 1900 Columbus Avenue, Bay City, Michigan, and 3250 E. Midland Road, Bay City, Michigan.

Section 2. Volunteer Workers. The parties recognize that several volunteer organizations and workers perform services in the Medical Center that are a valuable and necessary contribution to the welfare of patients and to the operation of the Medical Center, and that in no way interfere or conflict with the duties or privileges of the Nurses. Such services will continue and shall in no way be affected by the terms of this Agreement.

Section 3. No Discrimination. The Medical Center is an equal opportunity employer. The Medical Center agrees to abide by Federal and State laws applicable thereto.

Section 4. Pronouns. Wherever used in this Agreement, the use of masculine or feminine pronouns with reference to a Nurse refers to either sex, when applicable.

Section 5. Notice of Termination of Employment. Before terminating their employment with the Medical Center, all Nurses shall give at least two weeks' written notice to the Medical Center. Except in emergency situations, failure to give the two week notification will result in the forfeiture of 50% of her accrued earned time off hours.

Section 6. Bulletin Board. The Medical Center will provide the Union with access to eight (8) bulletin boards. One bulletin board will be located on the first floor of the Medical Center's east campus. One bulletin board will be located at the Medical Center's west campus. The other six (6) general information bulletin boards, all except for one, will be located at the time clocks at the east campus.

Such notices must be signed by a member of the Union Executive Board and posted by the Medical Center within twenty-four (24) hours excluding weekends and holidays. The notices posted shall include the following:

- (A) Union meetings
- (B) Union elections and appointments
- (C) Results of elections
- \* (D) Seniority list
- \* (E) Recreational, social and educational information

\*Union's Bulletin Board

In no event shall any bulletin be posted greater than fourteen (14) days except seniority lists. All notices to be posted will be presented to the Human Resources Department for approval and posting.

Section 7. Copies of Agreement. The Medical Center agrees to furnish a copy of this Agreement to each Nurse, at the Medical Center's expense. In addition the Medical Center will provide the Union with six (6) copies of this Agreement in 8 1/2" x 11" format.

Section 8. Record Change Notification. Each Nurse, including Nurses on leave, must keep the Human Resources Department currently advised in writing of her correct mailing address and of her telephone number, by completing the appropriate forms. In the case of a Nurse on leave, such notice shall be given in writing by registered or certified mail. The Medical Center shall be entitled to rely upon the last address and telephone number furnished by the Nurse for any notification required by the Agreement.

Section 9. Payment of wages shall be made biweekly. At the Nurse's option, she may have her paycheck mailed to her home, to her bank or to a post office box; or she may pick it up in the office designated by the Medical Center after 3:00 p.m. on the Thursday preceding pay day, and during the day on pay day (the first Friday following the end of the pay period) and in an office designated by the Medical Center on the following Monday.

During the life of this Agreement, the Medical Center may revise the paycheck distribution practice to give the option of either electronic transfer or to be picked up in an office designated by the Medical Center.

Section 10. Review of Personnel Record. Reasonable requests by Nurses to review their Personnel records as defined by law during normal business hours will be granted. An appointment must be made with the Employee Relations Section of the Human Resources Department.

Section 11. Insurances. The Medical Center reserves the right to change health carriers or to be self-insured providing the Medical Center maintains comparable benefits.

Section 12. Definitions - Employee Positions.

- A. Per Diem Nurses. Per diem Nurses are those individuals who are not regular employees of the Medical Center, but whose names are posted on a list of individuals available to be called into work on an "as needed" basis.

Some may work as little as one (1) day per month, others may be employed several days each month and others may be employed temporarily on a nearly full time basis to replace Nurses who are on leaves of absence or vacations.

They do not acquire seniority, nor are they eligible to participate in any of the benefit programs.

- B. Temporary Nurses.

A temporary employee is a newly hired employee employed on a temporary basis for no longer than ninety (90) calendar days, unless there are extenuating circumstances in which event, the period of temporary employment may be extended another forty-five (45) calendar days.

As of the one hundred thirty-fifth day of employment, the temporary employee's status will be changed from temporary to seniority status, as per Article IX, Section 2, and the period of temporary employment will be considered the probationary period.

If less than ninety (90) calendar days have been worked on a temporary basis, and the employee's status is changed, the number of days will be credited to the probationary period.

The temporary employee's employment will be terminated as of the ninety-first (or one hundred and thirty-fifth) day unless she has been changed to seniority status.

If, between the end of temporary employment and the beginning of the seniority employment, service is not interrupted by a break of more than fourteen (14) calendar days, the credited service will be calculated from the date of hire as a temporary employee. The same date will also be used in determining eligibility for all fringe benefits, wage increases, etc.



C. Temporary Positions.

When a new position is created which will exist for less than sixty (60) days, or when a position is created as a result of an employee going on a leave of absence for less than sixty (60) days, the Administration may fill the position from any source.

When a position is created which is known to be temporary, but which will last for more than 60 days, or when a temporary position is created as a result of a bargaining unit employee going on a leave of absence for more than 60 days, the position will be posted and the vacancy will be awarded to an applicant in accordance with the provisions of Article XIV.

Section 13. ADA and MHCRA. The Medical Center will take any action required to comply with the Americans with Disabilities Act or the Michigan Handicappers' Civil Rights Act, and any such action will not be considered a violation of any provision of this Agreement. In instances in which the provisions of this Agreement exceed the requirements of the Americans with Disabilities Act or the Michigan Handicappers' Civil Rights Act with respect to the rights of a disabled Nurse, this Agreement shall apply.

Section 14. Acuity Resource Staff will be assigned to the Rehab Unit, when needed.

ARTICLE XXVII

HOSPITAL CONVENIENCE DAYS (HC)

Section 1. Hospital Convenience Days are the lack of work for a Nurse on a day to day basis in four (4) hour blocks in order to adjust staffing levels on account of fluctuating work load.

Prior to any Nurse with seniority being affected by a HC, all per diem, temporary, any Nurses working an extra shift, and probationary employees not on unit orientation, shall be laid off from the shift involved. In applying the foregoing, Nurses "working an extra shift" will be given not needed days in the following priority order:

- First: Nurses who would otherwise be paid overtime on that day, in inverse order of seniority.
- Second: Volunteers.
- Third: Nurses scheduled on an off-shift on that day.
- Fourth: Part time Nurses scheduled more than sixteen hours in the week (or the number of hours in a week that a Nurse is scheduled on an alternate work schedule) on a rotation order during a schedule starting with the least senior Nurse on the shift. A Nurse in a unit covered by Section 2 of Article XXVII will not be affected by a not needed day required in any other unit.

If further reductions are necessary, seniority employees on the shift's HC volunteer list shall then be given the opportunity to take the required shifts or hours off.

If still further reductions in personnel on the shift are necessary, the Medical Center will, beginning in each schedule, first Mandatory HC (MHC) the Nurse(s) on the shift with the least classification seniority. On the next day in that schedule that a MHC is necessary, the Nurse on the shift with the next least classification seniority will be MHC'd, and so on, and repeated if necessary, during the schedule.

A Nurse may elect to receive earned time off pay for a voluntary or mandatory HC (but not a whole work week which is treated as vacation and not as HC).

Hours not worked on account of a HC, voluntary or mandatory, paid or unpaid, as above, shall be counted as hours worked for purposes of fringe benefit entitlement; provided that in no case will a Nurse be credited (for this purpose) with more hours than she was originally scheduled to work.

Whenever a mandatory HC is required, the Medical Center will make a reasonable effort to give the involved Nurse advance notice. If no notice is received and the Nurse reports for work and is then sent home, she will receive one (1) hour's pay, but not more than three (3) times in a contract year.

In the event a Nurse, who is notified that she is not to report or who agrees not to report due to a HC, is later told to report, she shall be paid for the whole shift, provided she reports within one hour from the time she is called.

Any interunit transfer necessitated by a HC shall be done in accordance with Article XIV, Section 2.

Section 2. Special Rules for Operating Room, Ambulatory Surgery and Outpatient

HC's in these units may be for full shifts or for a part of a shift.

In the event a Nurse, who is notified she is not to report or who agrees not to report due to a HC, is later told to report, she shall be paid from the beginning of her regular shift if she reports within one (1) hour from the time she is called. Otherwise, she will be paid for the hours she actually works. She may be affected by a HC later in that shift.

In no case will a Nurse in these units be affected by a HC required in any other unit.

A Nurse being MHC'd may request to be transferred to a Medical/Surgical unit if the Medical Center determines there is a need for and approves such transfer.

Section 3. Special Rules for Rehabilitation Unit

In no case will a LPN regularly assigned to the Rehab Unit be affected by a HC in any other unit. Nurses may volunteer to transfer to the opposite campus in lieu of a HC.

ARTICLE XXVIII

LONG TERM LAYOFFS (LTL)

Section 1. A Long Term Layoff is the layoff of a Nurse that is anticipated to be for an indefinite period. When a LTL becomes necessary, prior to laying off any seniority Nurse, the Medical Center will first lay off all per diem, temporary, and probationary Nurses.

The Medical Center shall give as much notice of the LTL to the Union as is reasonably possible under the circumstances. The Medical Center will give consideration to those Nurses who advise that they would like a layoff.

Section 2. If further long term layoffs are necessary, the Nurses being displaced by the layoffs will be identified on the Classification Seniority List then in effect pursuant to Article IX. Those employees, by classification seniority order may select a LPN position on the same shift in any unit (except as provided in Section 3, below) and will "bump" the least senior LPN on the shift in that unit provided she has less seniority than the displaced nurse. If the displaced nurse is the least senior on her shift she may then elect to "bump" the least senior nurse on any other shift (except as provided in Section 3, below). Displaced full time nurses may "bump" less senior full time nurses, as provided above, and if there are none may then "bump" the least senior part time nurse on her shift or if there is none with less classification seniority than she has than on other shifts. Part time nurses may "bump" only part time nurses.

Nurses "bumped" pursuant to this section will then be identified on the same seniority list and may exercise the same seniority bumping rights. This process will continue in seniority order until all of the displaced and bumped nurses have been transferred if their seniority permits. Under the procedure provided in this section the nurses laid off from the Medical Center in a Long Term Layoff will be the nurses with the lowest classification seniority except as provided in Section 3, below, and except that part time nurses may not "bump" full time nurses, and unless a more senior nurse elects not to exercise her seniority bumping rights.

Section 3. The Nurse in the Operating Room who functions as an Operating Room Technician, and Nurses assigned to Ambulatory Surgery or the Outpatient Department, may not be "bumped" by Nurses displaced from other units.

Section 4. The Medical Center will continue the Comprehensive Major Medical and Dental insurance of a laid off employee for six months if she has been an employee for one (1) year. The laid off nurse may continue the Comprehensive Major Medical for an additional period until either the Nurse loses seniority or the layoff is for one (1) year, whichever is earlier, providing the nurse pays the Medical Center the premium for such coverage by the fifteenth (15th) of the month prior to the month for which the insurance would apply. The Medical Center will continue life insurance for the laid off Nurse until the earlier of the Nurse's loss of seniority or six (6) months of layoff. Thereafter, the Nurse may continue the Nurse's life insurance by paying the premium, as above, for an additional period ending with the earlier of the Nurse's loss of seniority or a total of one (1) year of layoff. In the event the Nurse fails to pay on time any required premium under this section, the insurance will be discontinued and will not be reinstated as long as the Nurse is laid off.

Section 5. Nurses may utilize unused earned time off hours at the time of or during a LTL.

RECALL

Recall from a long-term layoff shall be in inverse order of layoff. When recalling laid off nurses, the Medical Center will notify them by certified mail at their last known address. If such nurses do not notify the Medical Center within three (3) days from the receipt of such notice that they will report for work on the date specified, or give satisfactory reasons for delay beyond such time, they shall be considered as having quit, and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the Medical Center may call in the next employee in line and she shall be given a minimum of five (5) work days, after which the proper person could come in to work.

ARTICLE XXIX

WAGES

Section 1. The base hourly rate for LPNs:

	<u>12/21/97</u>	<u>12/20/98</u>	<u>12/19/99</u>
S	*\$10.44/\$ 10.75	\$10.75/\$ 11.07	\$11.07/\$ 11.40
1.	10.99	11.32	11.66
2.	11.41	11.75	12.10
3.	11.87	12.23	12.60
4.	12.73	13.11	13.50
5.	13.41	13.81	14.22
	14.35	14.78	15.22

\*All Nurses at Step S on December 20, 1997, will receive a 3.0% increase effective 12/21/97.

Section 2. In determining the position on the wage schedule, a Nurse who has comparable service at another acute care hospital or skilled nursing home or comparable prior experience at the Medical Center may, at the discretion of Nursing Administration, be placed at Step 1, 2, or 3 for each two (2) years of comparable service or experience. Pursuant to schedule 3A, below, the Nurse will be advanced one more step on the wage schedule.

Section 3. Wage Progression. Nurses advance one (1) step on the wage scale upon satisfactory completion of 2,080 hours paid from the date of last increase and a satisfactory evaluation. The increase is effective with the beginning of the pay period following the completion of 2,080 hours paid.

ARTICLE XXX

DIFFERENTIALS AND ON CALL PAY

Section 1.

A. DEFINITION OF SHIFTS:

<u>SHIFT</u>	<u>SHIFTS STARTING ON OR AFTER</u>	<u>BUT BEFORE</u>
1ST SHIFT	5:00 a.m.	2:00 p.m.
2ND SHIFT	2:00 p.m.	10:00 p.m.
3RD SHIFT	10:00 p.m.	5:00 a.m.

B. Shift Differential

A shift differential of eight per cent (8%) of the Nurse's base rate of pay is paid to the Nurse for all hours worked during the shift that begins as defined above for the 2nd shift.

A shift differential of ten per cent (10%) of the Nurse's base rate of pay is paid to the Nurse for all hours worked during the shift that begins as defined above for the 3rd shift.

Section 2. Weekend Differential.

- (a) For Nurses hired before December 31, 1994, weekend differential of six percent (6%) is paid to the Nurse for all hours worked during the weekend. The weekend is defined in Article XVII, Section 5.
- (b) For Nurses hired between January 1, 1995 and December 31, 1997, weekend differential will be received the first of the pay period after thirty-six (36) months of service.
- (c) All Nurses hired after January 1, 1998, will receive differential the first of the pay period after forty-eight (48) months of service.

Section 3. On-Call Pay. Any LPN whose assignment includes taking call, will receive on-call pay in the same amount and under the same terms and conditions as generally apply to Medical Center staff Operating Room Technicians.

ARTICLE XXXI

TERM OF AGREEMENT

Section 1. This Agreement shall be effective January 1, 1998, and shall continue in full force and effect until December 31, 2000, and from year to year thereafter unless either party serves notice in writing upon the other party at least ninety (90) days prior to the expiration of the Agreement that such party desires to cancel or terminate this Agreement.

Section 2. To the extent that any of the provisions of this Agreement conflict with the provisions of any law, they shall be deemed modified only to the extent necessary to comply with the law and the contract will continue in full force and effect.

Section 3. Any supplementary agreement which is reduced to writing and signed by the parties shall become a part of this Agreement.

The parties hereto have executed this Agreement this 6th day of January, 1998.

BAY MEDICAL CENTER

By

Joseph G. Lyon

E. Dorothy Watson

E. E. Salter

Thomas A. Roberts

Marilyn S. Roberts

Joseph A. Sullivan

MICHIGAN AFSCME, COUNCIL

25 AND ITS AFFILIATED LOCAL #3579

By

Al Capetone

Robert Lynn

Marian E. Schlegel

Sherry Kuttner

Eric Nelson

Randy Thacker Council #25





# Patients ... Please know your Rights and Responsibilities

As a patient at Bay Medical Center, you have the following rights and responsibilities. . .

## RIGHTS

1. A patient will not be denied appropriate care on the basis of race, creed, religion, color, national origin, sex, age, handicap, marital status, sexual preference, or source of payment.
2. An individual who is or has been a patient is entitled to inspect, or receive for a reasonable fee, a copy of his or her medical record upon request. A third party shall not be given a copy of the patient's medical record without prior authorization of the patient.
3. A patient is entitled to confidential treatment of personal and medical records, and may refuse their release to any person outside the hospital except as required because of a transfer to another health care facility or as required by law or third party payment contract.
4. A patient is entitled to privacy, to the extent feasible, in treatment and in caring for personal needs with consideration, respect, and full recognition of his or her dignity and individuality.
5. Patients are given the opportunity to request a transfer to a different room if another patient or a visitor in the room is unreasonably disturbing him/her and if another room equally suitable for his/her care needs is available.
6. A patient is entitled to receive adequate and appropriate care, and to receive, from the appropriate individual facility information about his or her medical condition, proposed course of treatment, and prospects for recovery, in terms that the patient can understand, unless medically contraindicated as documented by the attending physician in the medical record.
7. A patient (18 years of age or older) has the right to designate a "patient advocate" to make medical treatment decisions for him/her in the event that the patient is unable to participate in medical treatment decisions.
8. A patient is entitled to refuse treatment to the extent provided by law and to be informed of the consequences of that refusal. When a refusal of treatment prevents a health facility or its staff from providing appropriate care according to ethical and professional standards, the relationship with the patient may be terminated upon reasonable notice.
9. A patient is entitled to exercise his or her rights as a patient and as a citizen, and to this end may present grievances or recommend changes in policies and services on behalf of himself or herself or others to the facility staff, to governmental officials, or to another person of his or her choice within or outside the facility, free from restraint, interference, coercion, discrimination, or reprisal. A patient is entitled to information about the facility's policies and procedures for initiation, review, and resolution of patient complaints.
10. A patient is entitled to receive information concerning any experimental procedure proposed as part of his or her care, and shall have the right to refuse to participate in the experiment without jeopardizing his or her continuing care.
11. A patient is entitled to receive and examine an explanation of his or her bill, regardless of the source of payment, and to receive, upon request, information relating to financial assistance available through the facility.
12. A patient is entitled to know who is responsible for and who is providing his or her direct care, and is entitled to receive information concerning his or her continuing health needs and alternatives for meeting those needs, and to be involved in his or her discharge planning, if appropriate.
13. A patient is entitled to associate and have private communications and consultations with his or her physician, attorney, or any other person of his or her choice and to send and receive personal mail unopened on the same day it is received at the facility, unless medically contraindicated as documented by the attending physician in the medical record. A patient's civil and religious liberties, including the right to independent personal decisions and the right to knowledge of available choices, shall not be infringed, and the facility shall encourage and assist in the fullest possible exercise of these rights. A patient may meet with and participate in the activities of social, religious, and community groups at his or her discretion, unless medically contraindicated as documented by the attending physician in the medical record.
14. A patient is entitled to be free from mental and physical abuse and from physical and chemical restraints, except those restraints authorized in writing by a physician for a specified and limited time, or as are necessitated by an emergency to protect the patient from injury to self and others, in which case the restraint may only be applied by a qualified professional who shall set forth in writing the circumstances requiring the use of restraints, and who shall promptly report the action to the attending physician. In case of a chemical restraint, a physician shall be consulted within 24 hours after the commencement of the restraint.
15. A patient is entitled to be free from performing services for the facility that are not included for therapeutic purposes in the plan of care.
16. A patient is entitled to information about the facility rules and regulations affecting patient care and conduct.
17. A patient is entitled to have access to protective services in this community. Protective services in Bay County include the Family Independence Agency and The Women's Center. These organizations can be contacted by asking a nurse or a social worker/case manager to help, or can be called directly at one of the numbers below:  
**Family Independence Agency**  
Children's Services - (517) 894-6265  
After hours, weekends, and holidays; 1-800-322-4822  
Adult Services - (517) 894-6290

**The Women's Center**  
For victims of domestic violence and sexual assault  
Toll free: 1-800-834-2098 or call: (517) 686-4551

## RESPONSIBILITIES

1. A patient is responsible for following the health facility rules and regulations affecting patient care and conduct.
2. A patient is responsible for providing a complete and accurate medical history.
3. A patient is responsible for informing health care providers if a "patient advocate" has been appointed.
4. A patient is responsible for making it known whether he or she clearly comprehends a contemplated course of action and the things he or she is expected to do.

BAY MEDICAL CENTER  
1900 Columbus Avenue  
Bay City, MI 48708

Marian Schatzer, President  
Bay Medical Center Licensed  
Practical Nurses Staff Council  
Michigan AFSCME Council 25  
and its Affiliated Local #3579

Dear Ms. Schatzer:

During the negotiations of the 1997-2000 Agreement between Bay Medical Center and Michigan AFSCME, Council 25, and its Affiliated Local #3579 the use of the Medical Center facilities was discussed and it was agreed:

The Union may use available rooms at the Medical Center for meetings. Requests for the use of the meeting rooms shall be made in advance through the Employee Relations section of the Human Resources Department.


When the room is used solely for Union business, there will be a nominal charge for its use.

When the room is used solely for educational purposes, there will be no charge.

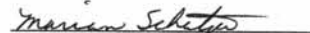
When the room is used for both educational and Union purposes, the Union will determine which is the predominant purpose and pay accordingly.

The Union, upon making appropriate arrangements through the Employee Relations section of the Human Resources Department, may use other Medical Center equipment for Union activities. The Union shall, upon billing by the Medical Center, pay the Medical Center's cost of equipment or supplies used.

BAY MEDICAL CENTER

  
Joseph A. Lyons  
Vice President  
Human Resources

BAY MEDICAL CENTER LICENSED  
PRACTICAL NURSES STAFF COUNCIL  
MICHIGAN AFSCME, COUNCIL 25  
AND ITS AFFILIATED LOCAL #3579

  
Marian Schatzer, President

BAY MEDICAL CENTER  
1900 Columbus Avenue  
Bay City, MI 48708

January 6, 1998

Marian Schatzer, President  
Bay Medical Center Licensed  
Practical Nurses Staff Council;  
Michigan AFSCME Council 25  
and its Affiliated Local #3579

RE: Family Leave

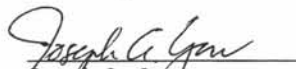
Dear Ms. Schatzer:

This letter sets forth our understanding that, in the application of Article X, Paragraph D (8) (e) (ii), in the event a Nurse holding the O.R. position takes a family leave of more than eighty-four (84) days she may only return to a position in the O.R. when one is open and available.

Kindly indicate your agreement to this letter of understanding by executing and returning the enclosed copy to me.

Sincerely,

Agreed to:

  
\_\_\_\_\_  
Joseph A. Lyons  
Vice President  
Human Resources

  
\_\_\_\_\_  
Marian Schatzer, President

