

4377

1/31/2000

A G R E E M E N T

between

BAY MEDICAL CENTER
1900 Columbus Avenue
Bay City, Michigan 48708

and

THE PROFESSIONAL REGISTERED NURSES STAFF COUNCIL
OF BAY MEDICAL CENTER

Represented by

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 79, AFL-CIO, CLC

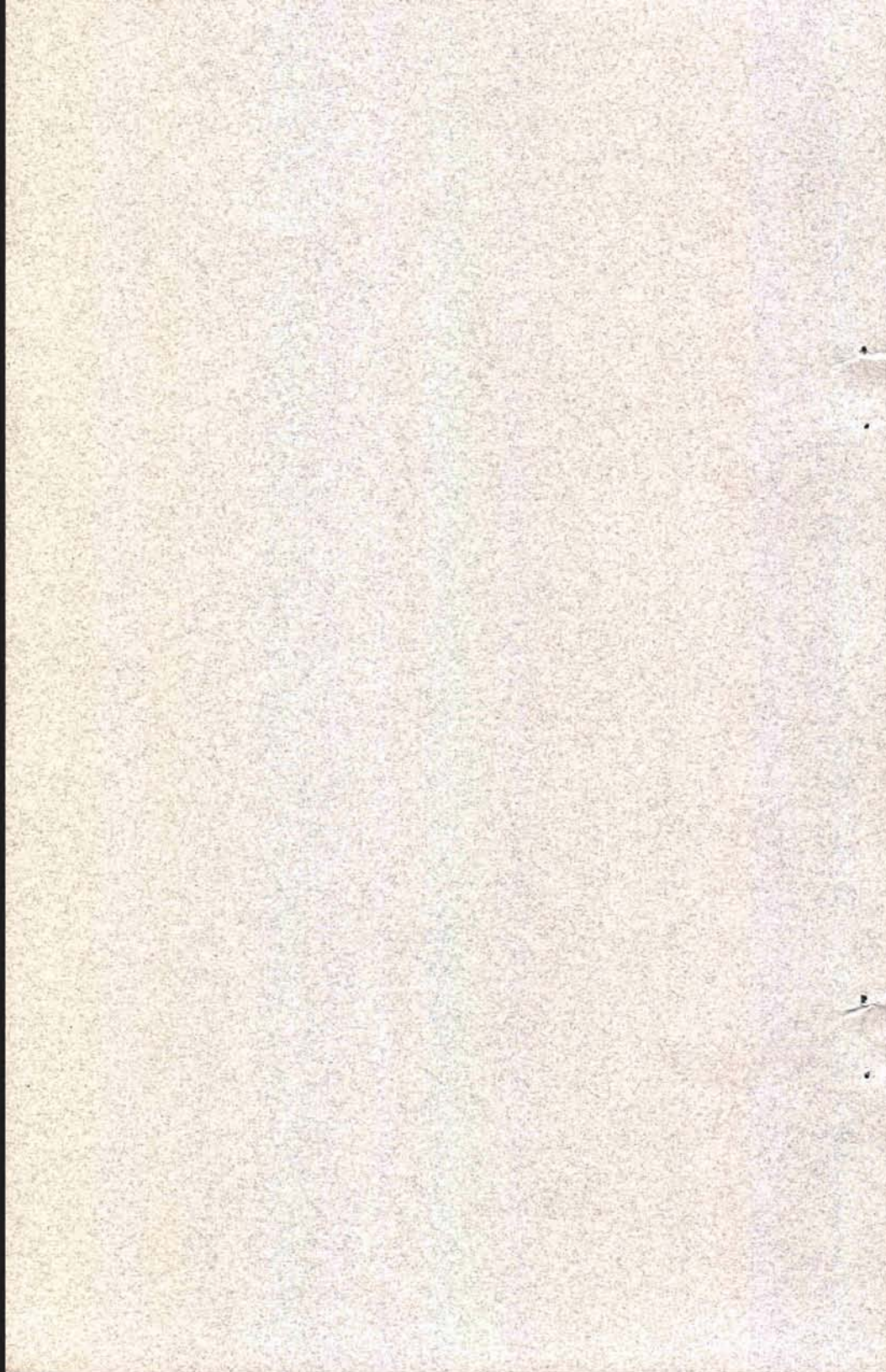
Agreement Effective February 1, 1997

through

January 31, 2000

Bay Medical Center

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



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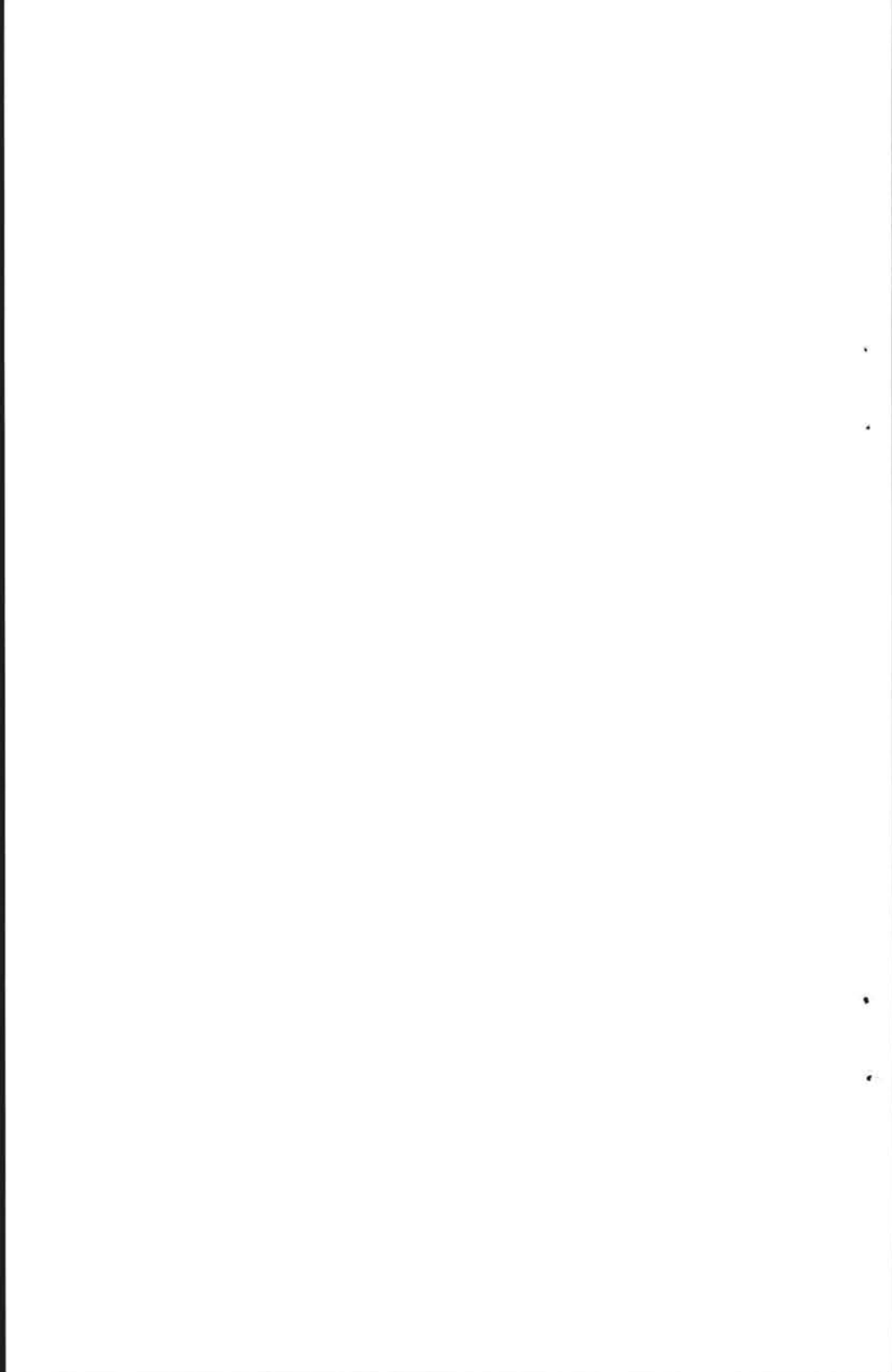
Bay Medical Center, a Michigan nonprofit corporation of Bay City, (the Medical Center) and the Professional Registered Nurses Staff Council of Bay Medical Center; Service Employees International Union, Local 79, AFL-CIO, CLC (the Union).

ARTICLE I

RECOGNITION

The Medical Center recognizes, for the duration of this Agreement, the Union as the exclusive bargaining representative, as defined by applicable law, in a bargaining unit consisting of all full time and regular part time Nurses who are employed as staff registered Nurses at the Medical Center. Such Nurses are hereinafter described by the term "Nurses," or "Employees" as appropriate.

This recognition includes persons awaiting Michigan registration, and who are employed as graduate Nurses under a temporary permit issued by the Michigan Board of Nursing. Such Nurses must obtain their state registration within three months of the first state board exam for which the applicant is eligible and scheduled, or the Medical Center will terminate their services as a Graduate Nurse and they shall not be considered as being included in this unit.

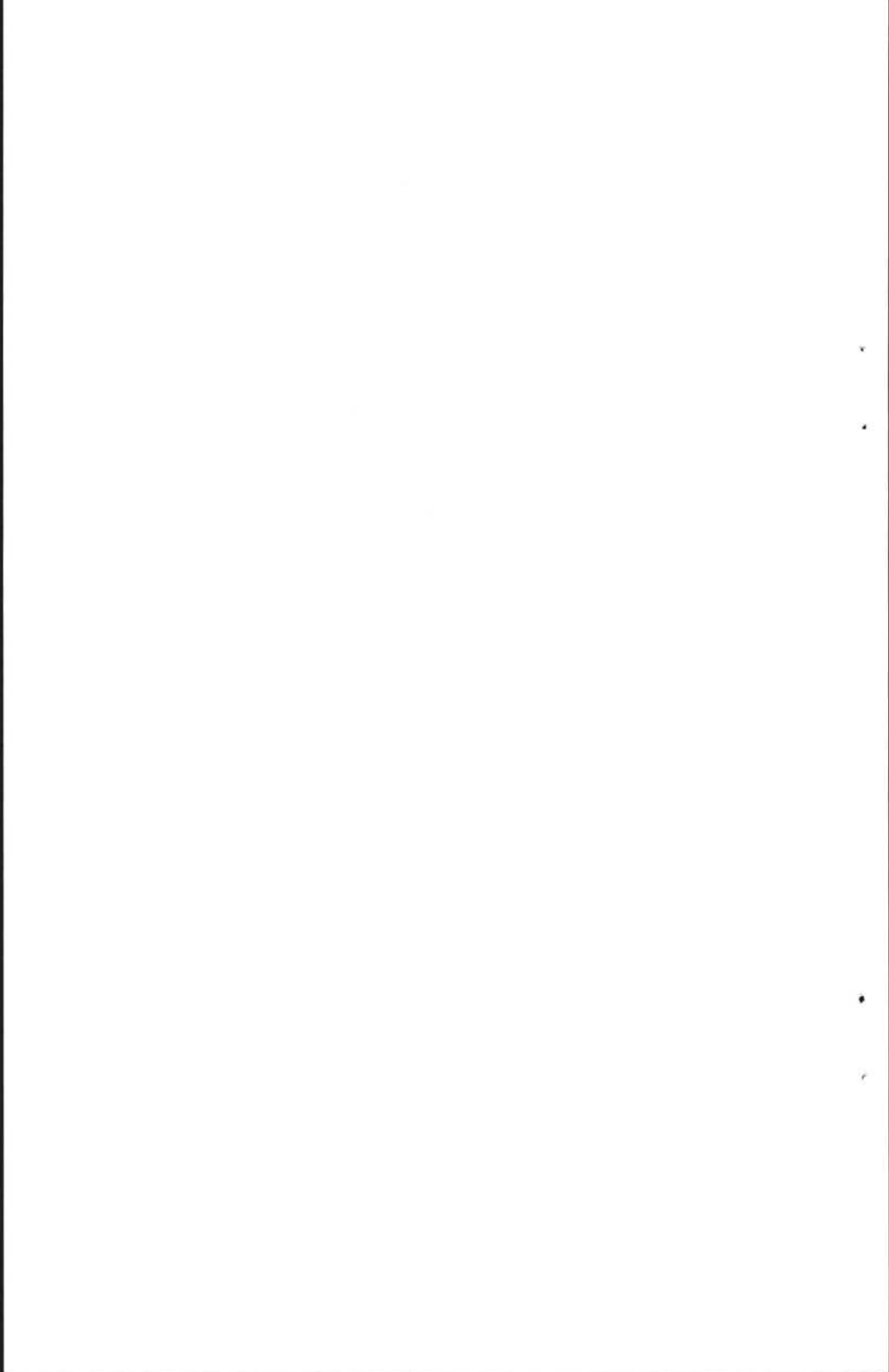


Excluded from employees represented by the Union above are:

Vice President-Patient Care Serv. Infection Control Practitioner
Directors of Nursing Laser Safety Officer
Nursing Managers Nurse Midwives
Eight Coordinators* Nurse Anesthetists
Nurse Specialists including: Nursing Informatics Coordinator
Clinical Specialist Partial Hospitalization Nurse
Case Managers Pre-Admission Review Specialist
Enterostomal Therapist
Staff Development Instructors
Certified or Certified Eligible Nurse Practitioner
Temporary Nurses (employed May 1 -
Sept. 15; weekends and/or for
leaves of absence)
Students
Per Diem Nurses
Supervisors
Managerial
Confidential
All employees other than Staff
Registered Nurses

*-not more than two of whom shall be assigned to the west campus

In the event that the Medical Center establishes a new staff nurse classification which has consistent and regular patient care duties, the Medical Center and the Union will bargain about whether that new classification should be included in the bargaining unit. In the event that the Medical Center and the Union cannot agree within thirty (30) days, at the Union's option, the new classification shall be subject to the provisions of Article VIII, including arbitration, or the National Labor Relations Board.



ARTICLE II

UNION SECURITY

- A. Subject to the terms and conditions of the Labor Management Relations Act, as amended, during the term of this Agreement it shall be a continuing condition of employment with Bay Medical Center, except as provided below, that Nurses join and maintain membership in the Union through the payment of periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership in the Union. The Union will accept as members all eligible Nurses. Nurses who were not members on the execution date of this Agreement shall become members not later than the thirtieth (30th) day following the execution date of this Agreement.
- B. Notwithstanding Paragraph A above, the following exceptions thereto shall be effective:
1. Nurses hired or transferred into the bargaining unit shall be required to become dues paying members of the Union (to the extent provided for in Paragraph A, above) on the first day of the month following ninety (90) calendar days of employment.
 2. 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.
 3. Employees who were employed by Mercy Hospital prior to its merger with Bay Medical Center, and who are not on the execution date of this Agreement members of the Union are excepted.

- C. Any Nurse required to become or to remain a member of the Union, as provided for above, as a condition of continued employment in the bargaining unit by the Medical Center, who does not do so shall have thirty (30) calendar days from the date the Union, by certified mail, notifies the Medical Center and the Nurse of the Nurse's failure to satisfy that requirement during which to remedy that failure. Following such thirty (30) day period the Medical Center shall terminate the services of a Nurse who has not remedied that failure.

- D. Any Nurse hired during each month, who falls within the guidelines of this Article, shall be added to a list of new hires and that list shall be given to the Union on a monthly basis. This will include the name, address, social security number, most recent date of hire, the scheduled hours, area of employment and shift.

ARTICLE III

PAYROLL DEDUCTION FOR UNION/COUNCIL DUES

Section 1. The Medical Center agrees to deduct dues from the paychecks of the Nurses when authorized in writing by each Nurse to deduct the dues, provided the Nurse is eligible to be represented by the Union.

Section 2. Individual signed authorization cards which have been approved by both the parties shall be furnished to the Employee Relations Section of the Human Resources Department, and when executed, be filed in the Human Resources Department.

Section 3. An authorization shall become effective with the first pay period of the month following the month in which the authorization was filed, provided the requirements in Section 1. are met.

Section 4. Authorizations 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 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 will be deducted as near as possible in twelve equal monthly installments. Nurses who are on an approved leave of absence, or who do not receive a paycheck during the pay period in which the dues are deducted, must make their own arrangements for payment of dues.

Section 6. The Medical Center will forward regular monthly dues deductions to the treasurer of the Staff Council for eligible Nurses or to the charity of the Nurse's choice, if eligible under Article II.

Section 7. The Union shall, on the effective date of this Agreement, and within thirty (30) days in advance of any changes therein, give written notice to the Employee Relations Section of the Human Resources Department of the amount of the dues for the Union.

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

Section 9. The Medical Center agrees to honor voluntary political contributions to the Union if the Nurse authorizes such deductions by execution of a form agreed to by the Medical Center and the Union. Nurses may not modify the authorized deduction more than twice in a calendar year.

ARTICLE IV

MEDICAL CENTER RIGHTS

Subject to the specific provisions of this Agreement and provided the action taken does not violate any specific provision of this Agreement, 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, 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 establishment, modification or elimination of job functions, job classifications and qualifications for jobs.

The publishing and application of reasonable rules governing the conduct of Nurses both while on the job and as relevant to their employment. Nurses who do not abide by the rules shall be subject to disciplinary action up to and including discharge for cause. The Medical Center may temporarily subcontract for Nursing Services to be performed at the Medical Center for a period of up to one hundred twenty (120) consecutive work days provided there is no one on layoff or on a HC day in the unit affected; or subcontract on an unlimited basis, including outpatient services, for Nursing Services to be performed at outside facilities as long as the subcontracting is for some business reason (including cost containment) or medical reason. 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.

Establishing experimental shifts and schedules. The Union will cooperate with the Medical Center as Nurses try out such shifts and schedules in order to improve the quality of patient care. A Nurse who advises the Medical Center after thirty (30) but before ninety (90) calendar days on an experimental shift or schedule that the Nurse desires to leave the experimental shift or schedule will be returned to the Nurse's previous shift as soon as a replacement takes the Nurse's place. Absent such advice, as of the ninety-first (91st) day the new shift and schedule will become the regular (rather than experimental) shift and schedule for Employees in that unit.

Thereafter, a Nurse may not elect to leave that unit except as the Nurse's seniority permits under Article IX. This provision applies to Nurses assigned to an experimental shift and schedule both before and after February 1, 1985.

ARTICLE V

RESPONSIBILITY AND ROLE OF THE REGISTERED NURSE

Section 1. The Medical Center, as a community institution, and the registered nurse, share the common goal and the common responsibility of providing to the patients the best possible nursing care.

Section 2. The Medical Center recognizes that Nurses are responsible for the direct and/or indirect total nursing care for the patients assigned to them and that modern hospital operations require that various ancillary personnel and services are required to assist the Nurse in providing care.

Section 3. The parties agree that the Nurse must and shall have authority commensurate with the Nurse's responsibility for directing the work of the various ancillary nursing personnel who are employed to perform various nursing functions which are a part of total patient care. It is understood that nursing duties and ancillary nursing duties overlap. This responsibility also includes that the Nurse be a role model for the ancillary nursing personnel, that the Nurse obey the rules of the Medical Center and make certain that those employees whose work the Nurse is responsible for directing also obey the rules of the Medical Center and to report such failure. Nurses shall not be disciplined for failure of said employee to carry out the instructions of the Nurse. The Nurse is responsible for delegation and assignment of duties to ancillary personnel, to ensure their efforts are utilized in the most efficient and effective manner, with regard to their experience and education. The Nurse is responsible also for the proper, efficient utilization of supplies and equipment. The Medical Center will support the authority and the responsibility of the Nurse.

Section 4. The Medical Center recognizes that Nurses are professional employees employed to assume the responsibilities for assessment, planning, implementing and evaluating nursing care, including patient education and discharge planning; for the patients for whom the Nurse is given responsibility, within the resources and environment of the Medical Center.

Section 5. With the emergence of technology, cooperation between the Medical Center and the Union is needed to assist Nurses to upgrade their practice. The parties agree that the Nurse has the responsibility to maintain and upgrade the Nurse's knowledge and skill relevant to the role of a professional nurse.

Section 6. The parties hereto recognize the importance and necessity of professional interaction with the Medical Center's patients, their families and visitors and that any and all information concerning any patient of the Medical Center or his family shall be considered and treated as confidential.

Section 7. The Medical Center recognizes that the Registered Nurse subscribes to a professional Code of Ethics. (see Appendix III)

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. A probationary nurse may be terminated from employment at any time during the probationary period without recourse to the grievance procedure.

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 will be provided for all newly hired Nurses by Staff Development; unless the Medical Center and the Nurse determine that no orientation is appropriate.

Section 5. New Employees shall be evaluated (if still employed) after 60 and again after 90 days. 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. Any Nurse permanently transferred from one unit to another shall be on a new position probationary period for up to ninety (90) days in that new position. During the new position probationary period, appropriate orientation, as determined by the Medical Center and the Nurse (based upon the Nurse's skill and competency), will be provided. If, at any time, in the Medical Center's opinion, the Nurse is not capable of performing the job, the Union shall be notified. The nurse shall then be assigned to another unit, and when possible to the nurse's former unit, and the Medical Center will repost the job.

A nurse who has successfully transferred from one unit to another and who has completed her orientation to the transferred-to unit must return her complete competency checklist to Staff Development or she will not be scheduled to work on that unit.

ARTICLE VII

REPRESENTATION

Section 1. Professional Rights and Responsibilities Committee.

The Nurses may be represented in the grievance procedure by one Delegate. There shall be one Delegate for each twenty-five (25) bargaining unit Employees or fraction thereof. The Union will provide in writing the names of the Delegates to the Vice President of Human Resources, and such list will serve as the official list of Delegates. All Delegates must have completed their probationary period. One Delegate will be designated by the Union as the Chairperson of the PR&R Committee and may represent Nurses or send an Area representative to another Area when the regular representative is absent or when extraordinary circumstances require the Chairperson or another representative to be present.

Section 2. The Medical Center agrees to grant reasonable release time off and to compensate one Delegate at the Nurse's 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 Delegate 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 Delegate.

Section 3. Negotiating Committee. The Negotiating Committee shall be selected by the membership to provide for fair representation for all Nurses and will be composed of six (6) members and six (6) alternates who have completed their probationary period. Up to six (6) members (or alternates) of the negotiating committee will be reimbursed for time lost due to participating with the Medical Center in contract negotiations for the first three (3) negotiating sessions and for alternating sessions thereafter. The reimbursement will be based upon their base rate of pay, and no overtime or other premium pay shall be included.

Members of the negotiating team will be released from their work schedule on all days on which negotiations are scheduled. For benefit accrual purposes such released shifts will count as if worked. Members working third shifts and twelve (12) hour shifts will, upon their request, be released both the shift before and after the negotiating session, but without additional benefit accrual than provided for in the previous sentence. Members will not be scheduled more hours in a week than they are normally scheduled, counting days in negotiations as hours worked for this purpose. If a member volunteers to and works extra shifts, the extra shifts will be at straight time pay except for work over 40 hours in the week (not counting days in negotiations as hours worked for this purpose). Members may use unused benefit hours to make up for pay lost in connection with negotiations. No member will receive more pay or benefit credit in a week because of being a member (except for extra shifts worked) than if she worked her regular schedule.

The Medical Center will reimburse up to six (6) members (or alternates) of the negotiating committee who attend any committee meeting, other than negotiating sessions, requested by the Medical Center, whether or not the meeting occurs during a member's working time. Such hours will not count as hours worked for purposes of computing overtime if they were not otherwise scheduled hours of work.

Section 4. Union Orientation. Whenever 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 3:00 p.m. on the Friday of the new hire's first week of employment, without loss of pay, for the purpose of the new Employee's receiving Union orientation. The Medical Center will provide a suitable room for this orientation without expense to the Union. The Medical Center will provide to each new hire the names and telephone numbers of union officers as requested by the Union, as well as the telephone number of the Professional Registered Nurses Staff Council office.

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. A grievance shall be resolved by the following procedure:

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 the Nurse 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, if the grievance involves only the issue of seniority ranking, the grievance shall be filed in writing within the same ten (10) day period with the Vice President of Human Resources and Step 1 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 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 (excludes Section 7) of receipt of the written answer, appeal in writing the matter to arbitration by submitting the grievance to the American Arbitration Association for arbitration in accordance with its rules.

Section 4. Grievances challenging suspensions and discharges shall be initiated at Step 2. Such grievances shall be submitted within five (5) days of the incident and shall be signed by the Union Representative prior to submission of the grievance and by the involved Nurse not later than the beginning of the Step 2 meeting. In the event the Nurse does not sign the grievance, the second step meeting will not proceed and the grievance will be considered withdrawn.

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 Holiday Article of this Agreement.

Section 8. Disciplinary Action. 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.

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 date of hire or 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, 1983, the following formulas will be used to determine the Medical Center-wide seniority and Classification seniority for all the Nurses:

A. Medical Center Seniority

The Medical Center seniority for each Nurse shall be the number of all the hours the Nurse has been paid since the Nurse's most recent date of hire. Numbers of hours paid prior to January 1, 1983 shall continue to be conclusively presumed to be the number of hours shown on the Employee's record and reflected on the seniority list as of January 31, 1985.

B. Classification Seniority

The Classification Seniority for each Nurse shall be the number of all the hours the Nurse has been paid since the Nurse's most recent date of entry into the Staff Registered Nurse classification. For Nurses with prior continuous Medical Center service in other classifications, classification seniority shall be adjusted as follows:

- (i) For immediate prior LPN, RN, Paramedic, Certified Operating Room Technician and Registered Respiratory Therapist service; by adding 700 hours for each full year of prior continuous service.
- (ii) For immediate prior service in any other classifications: by adding 350 hours for each full year of prior continuous service.
- (iii) Adjustment under (i) and (ii), above, shall be upon attaining Classification Seniority for employees whose immediate prior service classification involved providing patient care. For all other classifications of immediate prior service, adjustment will be after one year of service as a Staff Registered Nurse. In no case will an adjustment of more than 15,000 hours be made.
- (iv) Adjustment under (i) and (ii) will be made for both present and future staff registered nurses, as appropriate.

C. Definition of Hours Paid

For seniority and benefit purposes, the term "hours paid" is defined as follows:

- Regular Hours Worked
- Overtime Hours Worked
- Meeting Pay Hours Paid
- Jury Duty Hours Paid
- Holiday Worked Hours Paid
- ETO Hours Paid
- Hospital Convenience Hours
- Bereavement Hours Paid
- Workshop and Seminar Hours Paid

Hours Paid EXCLUDE:

- On-call Pay
- Sickness and Accident Pay
- Earned Time Off Buy Back
- Earned Time Off 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 Nurse) retroactive to the most recent date of hire.

Section 3. When a Nurse acquires seniority, the Nurse's name shall be placed on the seniority list in the order of the Nurse's 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, except as permitted by Article IX, Section 5, Part A, 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. A Nurse who is promoted or who transfers to a position outside the bargaining unit but within Bay Medical Center who later wishes to may bid for any open and available Bargaining unit position without use of the Nurse's prior bargaining unit seniority. In the event such Nurse is awarded the bid for the position the Nurse will be credited with all prior bargaining unit seniority and in addition seniority accumulated while outside the bargaining unit pursuant to Section 1, paragraph B, above.

Section 5. Request for Position Change.

A. The Medical Center will post open bargaining unit jobs when such jobs need to be filled. Following the priority order listed below, the Medical Center shall select the most qualified, of those who qualify, available (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) applicant taking into account required skills, ability, experience, education and whether the Nurse received two (2) or more disciplinary actions for practice issues for just cause, which were not reversed in the grievance procedure, within the prior twelve (12) calendar months; however, management and the Union will discuss the disciplinary actions for practice issues if they will be used in the denial of the position. In the event that there are two (2) or more available applicants with substantially equal qualifications, then the Nurse with the most Classification Seniority shall be awarded the job:

First Priority: Within the Area
Second Priority: Within the Bargaining Unit

In the event there are no qualified applicants it is the general policy of the Medical Center to train the unqualified applicant with the most classification seniority, first within the area and then within the bargaining unit, in the open job; except when doing so would:

- (i) jeopardize the quality of patient care within a unit or area; or
- (ii) delay, inhibit or preclude the introduction or expansion of a medical specialty; or
- (iii) violate obligations imposed on the Medical Center by law; or

When new employees are hired pursuant to any of the above exceptions it is the policy of the Medical Center to thereafter train as necessary present Nurses in the involved skill or specialty provided doing so would not create a situation described in those exceptions.

Unless any of the above exceptions exists, the most qualified Nurse of those who bid will be given a reasonable opportunity to acquire the balance of the required qualifications for the job.

With respect to the Operating Room Area only: Nurses bidding into the Operating Room must work on the shift into which they bid for a period of not less than ninety (90) days following their orientation period. Nurses may bid to other shifts or positions during such ninety (90) day period but will not be moved until the later of the end of ninety (90) days or until another Nurse has been oriented to the Operating Room and is qualified to take her place.

When a job is posted, all interested Nurses shall become applicants by completing the appropriate form in the Human Resources Department during the five (5) business day (excluding Saturdays, Sundays and Holidays) posting period. Copies of the postings will be available in the Human Resources Office for the Union on the 1st and 15th of each month.

- B. If, during the posting period, no application for the position is received, or if no applicant is selected, in accordance with Paragraph A, the position will be posted on the list of vacant positions and will continue to be published on the bulletin board until the vacancy is filled by: a qualified applicant within the bargaining unit on a first-come, first-served basis or outside the bargaining unit, or by a new hire or until there is no longer a need to fill the position.
- C. A Nurse's request for a change in shift or in position will be addressed in accordance with the posting process as outlined in Section 5., A. However, the Medical Center must maintain adequate skill levels on each shift and in each unit. This job bidding process will not jeopardize health care within the Medical Center. Therefore, there may be occasions when qualified Nurses cannot be transferred to a requested position for up to sixty (60) calendar days, provided, however, in the event of staff shortages within the Area this period may be extended by an additional thirty (30) days.
- D. The Vice President for Human Resources will provide the Union Chairperson, upon request, the names of the Nurses applying for any specific posted vacant position and the name of the Nurse awarded the job.
- E. Interunit Transfers
 - 1. Vacant Jobs. Whenever the Medical Center determines that it is necessary to fill a vacant job (either pending job posting per Section 5, Part A, above, or during the absence of a Nurse, in either case where it is anticipated by the Medical Center that the period of transfer will be five or more consecutive scheduled days of work) by interunit transfer, then:

- (a) qualified Nurse who volunteers and is found by the Medical Center to be available for transfer, will be transferred first, then,
- (b) Thereafter, the Medical Center may transfer a Nurse within an Area who has the least classification seniority (who has seniority) on the shift within the unit from which the transfer is made. If that Nurse is not already qualified, the Nurse will have an orientation to the transferred-to unit of not less than one (1) day or more than five (5) days, in which case the Medical Center may transfer a qualified Nurse on the same shift and from any unit to any bargaining unit job without regard to seniority for up to the length of such orientation.
- (c) If there is no Nurse available to be transferred from within the Area, then the Medical Center will transfer from another Area on the same shift the least classification seniority Employee (who has seniority). If that Nurse is not already qualified, the Nurse will have an orientation to the transferred-to unit of not less than two (2) days or more than seven (7) days, in which case the Medical Center may transfer a qualified Nurse on the same shift and from any unit to any bargaining unit job without regard to seniority for up to the length of such orientation.

The Medical Center will limit the period of an interunit transfer under this paragraph to a period of eight (8) consecutive weeks beginning with the first day of transfer under this paragraph. No Nurse will be required, by this paragraph, to work on more than two units during any one period of transfer; but may be transferred to additional units in accordance with Paragraph 2., below, at any time. If further transfer is required, the Medical Center will repeat this procedure utilizing the next least senior Nurse.

2. Fluctuating Workload. Wherever the Medical Center determines that it is necessary, because of fluctuating workload, to transfer one or more Nurses on the same shift from a unit to another unit within the bargaining unit, for any reason other than provided for in paragraph 1, above, or where the anticipated period of transfer on account of a vacant job or the absence of a Nurse is less than five (5) consecutive scheduled days of work, then:

- (a) Such transfers shall be on a day to day basis in four (4) hour increments at the beginning of her shift or at the beginning of any shift during her shift. Planned transfers back to the pulled from unit are not intended.

- (b) Qualified volunteers determined to be available by the Medical Center will be transferred first but if there are none, then,
- (c) Qualified Nurses working an extra shift over and above their normal hours shall be transferred, but if there are none, then,
- (d) All other Nurses deemed available by the Medical Center who are qualified and within the area shall be transferred in rotation order, except,
- (e) A Nurse with ten (10) years of classification seniority, as measured from the classification date or, if no classification date, from the date of hire indicated on the seniority report, will not be transferred, except if all Nurses scheduled have ten (10) years or more of classification seniority, the least senior Nurse will be transferred.
- (f) An orientee is excluded from being transferred by herself. If a preceptor of an orientee or probationary employee is pulled, then the orientee or probationary employee assigned to her will be transferred with her.
- (g) Any Nurse transferred under this Paragraph 2 may be returned to the unit from which she was transferred during the same shift whenever the need for the transfer no longer exists.

This will apply where changes in available Nurses, patient acuity or patient census in either the pulled-from or the pulled-to unit occur during the shift, so that the need to return the Nurse to the pulled-from unit is greater than the need to retain her in the pulled-to unit for the balance of the shift.

- (h) A Nurse will not work more than two (2) units during her shift. A twelve (12) hour Nurse will not be pulled during the middle four (4) hours of her shift. To maintain continuity of care, the Nursing Scheduling Office will make every attempt to determine if the transfer is needed for a 4, 8, or 12 hour period at the beginning of the transfer and will notify the unit at the beginning of the transfer.

Section 6. 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 the Nurse's 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 for work either three (3) consecutive scheduled work days or all the Nurse's 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 the Nurse's 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 sections 4 and 8.
- I. Is absent on account of disability, including a disability compensable under the worker's compensation laws, for a period of one (1) year. This time period may be extended by agreement in writing between the Medical Center and the Union.

It is the Nurse's responsibility to seek extension of the one (1) year time period prior to expiration of the one (1) year. The Medical Center will include the start date of the Nurse's most current type of leave of absence on the status change report.

Section 7. Any person whose seniority has been terminated and who later is reemployed 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 reemployment, in accordance with the provisions of Section 2, above.

Section 8. 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 6. In the event the Nurse fails to satisfactorily complete two consecutive Section 6 probationary periods, the Nurse's employment will be terminated without recourse to the grievance procedure.
- (ii) Upon successful completion of the Article VI, Section 6 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.

ARTICLE X

LEAVES OF ABSENCE

A. ELIGIBILITY

Nurses who have acquired Medical Center-wide 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. Informal Leave
3. Personal Leave
4. Educational Leave
5. Jury Duty Leave
6. Bereavement Leave
7. Union (SEIU, Local 79) Leave
8. Transfer Leave
9. Family Leave
10. Military 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 Appendix I of this Agreement 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 will 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 - at least 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 three (3) 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, in the returning Nurse's Area and 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 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, Part B. A Nurse displaced under this paragraph may exercise seniority in accordance with Article XXVIII, Part B.

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 Services 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. 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.

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

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 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.

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 Scheduled Work Day</u>	<u>Up to 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 (SEIU, Local 79) Leave

a. A Nurse elected or selected by Service Employees International Union, Local 79 to perform full-time work, which takes the Nurse from her employment, shall be granted a leave of absence without pay for up to one (1) year at the Nurse's 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. (See page 23)

(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 may be granted off, without pay, up to ten (10) days per year, to attend to Union business, it being understood the Nurse may utilize ETO hours for such time if permitted under the provisions governing ETO days.

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

c. A Nurse elected or appointed as an Executive Board Member of SEIU, will be granted, without pay, up to 12 days per year to attend Executive Board meetings.

8. 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 the 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.

9. Family Leave

- a. Eligibility - One full year or more of continuous seniority.
- 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. A Nurse must give at least thirty (30) calendar days notice before the start of a Family Leave if the leave is foreseeable due to an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition; or, as soon as practicable, ordinarily with one (1) or two (2) business days, in the event of sudden or changed circumstances or a medical emergency.

For a Family Leave due to the serious health condition of the Nurse's spouse, child or parent, a physician's certificate is required verifying the serious health condition.

- e. Family leave shall be without pay or benefits, subject to Appendix I 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.

f. 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 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.

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.

ARTICLE XI

MONTHLY MEETINGS

Section 1. In each calendar month, the Medical Center's Vice President-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 the Agreement which are not raised by specific grievances under Article VIII, including reviewing matters related to professional relationships, health and safety, and nursing standards. The meetings shall be informal and neither party shall be required to exchange the subjects for discussion in advance. When desired by the Union, the Medical Center will discuss issues relating to patient acuity and to staffing levels; provided, the Union advises the Medical Center at least one week in advance of any such discussion related to specific units. 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 XII

PROFESSIONAL MEETINGS

From time to time, professional meetings relating to the health care industry, including nursing conventions or other professional meetings sponsored by nursing organizations or state universities or colleges, are held. The President of the Union and the Chairman of the Professional Rights and Responsibilities Committee or their designee may be allotted up to four unpaid days each per year to attend such meetings, as scheduling permits. Requests for such days must be made by the fifteenth (15th) of the prior calendar month.

ARTICLE XIII

EDUCATIONAL ASSISTANCE PROGRAM

Section 1. 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 after they have completed three (3) years of employment. This amount is for the cost of tuition, books and lab fees for approved educational courses.

Section 2. To be eligible, the Nurse 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-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, the Nurse will be reimbursed, provided that the Nurse agrees, in writing: (1) to remain an employee for a minimum of one (1) year (1,725 hours worked) for each four hundred dollars (\$400) of assistance granted, and (2) that if the Nurse leaves the Medical Center's employment before completing the appropriate number of one (1) year periods, the Nurse will, at the time of the Nurse's termination, repay the Medical Center for any prorated balance owed. For those Nurses who receive less than four hundred dollars (\$400) 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. Nurses required to complete training leading to Medical Center certification may elect to also receive CEU credits for that training provided they both meet the CEU requirements and pay the Medical Center a fee equal to \$1.00 for each contact hour of instruction. Nurses not required to complete such training by the Medical Center may elect to undertake, on their own time, such training upon paying a fee determined by the Medical Center; and, may elect to also receive CEU credits provided they both meet the CEU requirements and pay the Medical Center an additional fee equal to \$1.00 for each contact hour of instruction.

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; including all medical surveillance policies and procedures. The Union will be notified of any changes in policies or procedures and/or additions to existing policies.

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.

Section 3. When there is reason to question a Nurse's physical, mental or 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 the University of Michigan Hospital or Butterworth Hospital, Grand Rapids, Michigan, 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.

Section 4. The Chairperson of the Professional Registered Nurses Staff Council's Health & Safety Committee or designee will be an active member of the Medical Center's Safety Committee.

ARTICLE XVI

A. DEFINED CONTRIBUTION PENSION PLAN

Section 1. A Nurse must complete twenty-four (24) months of employment before she is eligible to participate in the Defined Contribution Pension Plan. After a Nurse meets this requirement, the amount paid in accordance with Section 2 of this Article will be retro-active to her date of hire.

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

Effective with the contribution made at the end of 1997:

<u>Less than 5 years</u>	<u>5 years but less than 10</u>	<u>10 years but less than 15</u>	<u>15 years but less than 20</u>	<u>20 years or more</u>
3.0%	4.0%	5.0%	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 11-1-92 who had a 60 day Leave of Absence from 4-23-94 to 6-23-94 would have an adjusted date of 1-1-93. Therefore, this Nurse would become eligible for 4.0% of gross earnings as of the deposit made in December, 1998.

Section 4. These contributions are not taxable as income until the Nurse withdraws the money from the annuity 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 under this plan is set forth in Appendix V.

A full calendar year of employment is required to become eligible for membership in the plan.

Section 2. Hours Worked for purposes of eligibility and vesting only (contributions and benefit levels determined by the formula in Appendix V) 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.

Section 3. The Medical Center will provide a Summary Annual Report as required by ERISA to all participants in its Defined Benefit Pension Plan.

ARTICLE XVII

HOURS OF WORK

Section 1. Scheduling. Scheduling of Nurses covers a twenty-four (24) hour/seven (7) day a week Medical Center operation. Inasmuch as the Medical Center seeks to maintain a pattern of regular work schedules, it is recognized that there may be a change in an individual's shift and work day assignments to provide adequate patient care consistent with provisions of this Agreement.

- A. Posting of Schedules. Schedules for all Nurses will be posted at least ten (10) days prior to the period covered by the 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 change is required and two (2) or more Nurses could be affected by the change, the Medical Center will change the least senior appropriate Nurse. A Nurse must be notified of a scheduling change at least twenty-four (24) hours before her scheduled start time.
- B. Request for Days Off. Nurses may request days off and the Medical Center will endeavor to accommodate such request(s): if a Nurse requests a day off, at least fifteen (15) days prior to the posting of the new schedule, that day off may be granted. Such requests will not be arbitrarily denied. When a Nurse requests a day off, less than fifteen (15) days prior to the posting, or after said posting, it will be the responsibility of the Nurse to find a replacement. For the purposes of this provision, a full-time Nurse may be replaced by a part-time Nurse. Guidelines will be provided by Nursing Administration.

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 the Nurse's former five (5) day or two (2) day schedule (until the Nurse 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 11:00 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.
- 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. Time Reporting. Each Nurse shall be required to punch her own timecard in on the assigned time clock when reporting for duty and to punch her own timecard out when finishing work. In the event a Nurse does not punch in or out, she should take her timecard to her supervisor for approval and initialing.

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 the Nurse's next regularly scheduled shift, then the Nurse 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.
- F. Reasonable efforts will be made to offer pre-scheduled overtime in a unit in a fair manner.
- G. In order to provide adequate staffing in the event of inclement weather or internal or external disasters that interrupt normal operations, on duty Nurses will be required to remain on duty until sufficient numbers of Nurses arrive to replace the on duty Nurses.

As replacements become available, nurses shall be released, by unit, based on the greater number of hours worked that day and then by high seniority in cases where more than one nurse has worked the same number of hours.

Nurses may work up to eighteen (18) continuous hours and if they are unable to leave, will be provided sleeping accommodations, if requested.

Nurses who have been on duty for eighteen (18) continuous hours but have not yet been replaced, must notify the on duty supervisor.

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 the 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 5 (a). Weekend-Third Shift Employees.

Scheduling work days for the third shift employees requires Nurses to work seven consecutive days if every other weekend is scheduled off.

To avoid this seven consecutive day schedule, Nurses may request to work every other Saturday and Sunday in lieu of every other Friday and Saturday. The Medical Center will attempt to accommodate the Nurses' requests.

Nurses may also request to work a five day on/three day off schedule in lieu of every other weekend.

Upon a Nurse's request for an alternate schedule, the schedule may be initiated or discontinued at the discretion of the Medical Center. It is understood that Nurses may request to return to the Friday/Saturday weekend schedule. Such request will not be arbitrarily denied.

Section 6. Shift Transfers.

Whenever the Medical Center determines, because of a vacant job (either pending job posting per Article IX, Section 5, Part A, or during the absence of a Nurse) or because of fluctuating workload, that it is necessary to temporarily transfer a Nurse from the Nurse's regular shift to a different shift, (shifts are defined in Article XXX), 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 unit's shift transfer volunteer list shall be given the opportunity to transfer*; and if none is available then,

Second: If one is available, a Probationary Nurse who has completed orientation on the unit shall be transferred; and if none is available then,

Third: If one is available, the lowest classification seniority Nurse on the unit shall be shift transferred; and if none is available then,

Fourth: If one is available, the lowest classification seniority Nurse within the Area shall be shift transferred. If that Nurse is not already qualified, the Nurse will have an orientation to the transferred-to unit of not less than one (1) day or more than five (5) days; and if none is available then,

Fifth: The lowest classification seniority Nurse in another Area where the Nurse is available to transfer shall be shift transferred. If that Nurse is not already qualified, the Nurse will have an orientation to the transferred-to unit of not less than two (2) days or more than seven (7) days.

*If more than one Nurse volunteers, the shift transfer will be made on the basis of classification seniority, provided the Nurse(s) volunteers on a timely basis.

The Medical Center will limit a Nurse's actually worked shift transfer under this section in a contract year as follows:

<u>Days Scheduled Per Week</u> <u>(According to Human</u> <u>Resources Records)</u>	<u>Shift Transfer</u> <u>(Actually Worked)</u>
4-5	20
3 or less	12

If further shift transfer is required, the Medical Center will repeat the above procedure with the next lowest seniority Nurse, and so forth. These rules will apply:

- (a) All volunteered shift transfer days not already credited will be credited towards such twenty (20) or twelve (12) days, as applicable.
- (b) If a Nurse has twenty (20) or twelve (12), as applicable, or more not already credited volunteered shift transfer days (on account of shift transferred days actually worked), she will be bypassed in the above rotation.

- (c) A Nurse who permanently transfers to another shift or unit will carry the Nurse's shift transfer record with her.
- (d) During a period of consecutive scheduled days of actually worked shift transfer, a Nurse will not be required to transfer to more than one shift in addition to the Nurse's regular shift, but may volunteer to transfer to additional shifts.
- (e) Each February 1, all Nurses' shift transfer records will be cleared and the shift transfer rotation provided for above will begin again with each Nurse having zero shift transfer shifts.
- (f) Pre-shift or post-shift overtime worked is not a shift transfer.
- (g) For purposes of determining the number of shifts actually worked, a voluntary extra full shift worked on the Nurse's off-shift, including a double shift, will be counted.

Special Rules for Operating Room

- (a) If the transfer is for three (3) days or less, a part time Nurse (low seniority) will be transferred. If this Nurse is a two (2) day a week person, then the next low senior Nurse will shift transfer for the third day (unless the first Nurse volunteers for the third day).
- (b) If the transfer is for 4-5 days (or more) a full time low seniority Nurse will be transferred.

NOTE: If the shift transfer is due to a full time need, and the least senior Nurse completes her twenty (20) days of required shift transfer in the middle of a week (with three or less days remaining), the next least senior full time Nurse will be required to be shift transferred until her twenty (20) days of required shift transfer are completed.

The provisions of this Section shall not apply within small units where because of days off, vacations, absences, etc., coverage requires repetitive shift transfers of Nurses. In such cases, no Nurse will be regularly assigned to the unit who does not accept this condition in writing. The only present unit covered by this paragraph is Substance Abuse.

In the event the Medical Center established additional small units covered by this paragraph, it will give the Staff Council thirty (30) calendar days advance notice.

Section 7. 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 forty (40) hours per week, as indicated in the Human Resource records.

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 8. Ten and Twelve Hour Day Schedules.

Deviations from several provisions of the Agreement between Bay Medical Center and the Professional Registered Nurses Staff Council must be made to accommodate those R.N.'s who work a twelve (12) hour day. These provisions and deviations are listed below:

DEVIATIONS FROM CONTRACT

Hours of Work

The Registered Nurses will transfer as needed between the twelve (12) hours shifts. The standard work day for the Registered 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 not paid until 3:00 p.m.

For twelve (12) hour shift employees a weekend differential will be paid for shifts starting between 7:00 p.m. Friday and 6:59 p.m. Sunday.

Time worked in excess of twelve (12) hours as a continuation of a twelve (12) hour shift, or more than twelve (12) hours within a twenty-four (24) hour period beginning at 11:00 p.m., or all time worked over forty (40) 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 (12) hour shift is not a result of Nurses trading shifts for their own convenience.

BENEFITS

Vacation

Earned Time Off Pay: The earned time off formula will remain the same. The nurse will be paid in increments of twelve (12) hour days, when applicable; provided the hours are available.

Earned Time Off: The earned time off will remain as stated in Article XXI of this Agreement, depending upon the years of service.

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

The regular scheduled day will be twelve (12) hours, and the Nurse will receive a twelve (12) hour bereavement day(s), when applicable.

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.

Any provision not mentioned above, which may be affected by this experimental work week/work day, may be reviewed by the Medical Center at the time of the occurrence, and will be discussed with the Union.

In addition, when a ten (10) hour day schedule is utilized, wherever applicable, ten (10) hours will be used in lieu of twelve (12) hours.

Part time and full time Nurses regularly working straight time shifts longer than eight (8) hours shall not be restricted to two (2) or five (5) day schedules, respectively.

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 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 of 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 July 1, 1994, 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 July 1, 1994, 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 (1) 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 employee's (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 March, 1998, (payment due in February, 1998): Comprehensive Major Medical and Dental premium contributions will be increased based on fifty percent (50%) of the difference between the premium implemented in July, 1996, and July, 1997, and will be added to the current level of contribution based on the employee's type of coverage. However, this amount will be capped at no more than 50% of the current level of premium contribution.

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

<u>HOURS WORKED</u>	<u>PERCENT OF THE FULL PREMIUMS PAID BY BAY MEDICAL CENTER</u>	<u>PERCENT OF THE FULL PREMIUMS PAID BY 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 31st 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.
- C. Effective June 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.

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.

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 Medial 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>Amount of Insurance</u>
Nurses scheduled* 35 or more hours per week	\$20,000.00
Nurses scheduled* 32 hours per week	\$16,000.00
Nurses scheduled* 24 hours per week	\$12,000.00
Nurses scheduled* 16 hours per week	\$ 8,000.00

*as indicated in the Human Resource records at the time of occurrence.

Effective February 1, 1997, 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 an additional Ten Thousand Dollars (\$10,000) of life insurance as long 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 Appendix I 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 at the discretion of the Medical Center, as scheduling permits, 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 February 1, 1997:

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 February 1, 1997:

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 must be requested in accordance with the Nursing Service Administration Policy, 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 Nurse's absenteeism record. Nurses 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 hours. 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 exceptions:
 - 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 between 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 Medical Center-wide seniority within the unit. In the event an emergency 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 in the Area affected. The Medical Center will determine the number of registered nurses who may be on ETO from a unit in any week. The Medical Center will grant ETO to registered nurses considering full time and part time registered nurses on a unit and shift, irrespective of ETO schedules for any other classifications of employees.
- 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.
- 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, and when a request is made during an ETO request period for a single day of ETO during this critical period, each single day of ETO is counted as one (1) week of the Nurse's ETO that may be scheduled during this critical period. 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, and when a request is made during an ETO request period for a single day of ETO during this critical period, a single day of ETO is counted as one (1) week of the Nurse's ETO that may be scheduled during this critical period. 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. A Nurse may resubmit a previously denied vacation request, provided the original vacation request form is used. If scheduling permits, resubmitted vacation requests will be granted based on seniority of the Nurses who have resubmitted their request to their supervisor at the time the vacation becomes available. If no requests have been resubmitted at the time that vacation becomes available (and scheduling permits), requests will be granted on a first-come-first-serve basis.

f. 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 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.

REQUEST PERIOD (March 1 - March 10) (September 1 - September 10)	WEEK	SINGLE
Critical Period (June 1 - September 10; November 15 - November 30 and December 20 - January 5)	Granted by Seniority	Granted by Seniority (counted as a full week)
Non-Critical Period	Granted by Seniority	Granted by Seniority (not counted as a full week)

NON-REQUEST PERIOD	WEEK	SINGLE
Critical Period (June 1 - September 10; November 15 - November 30 and December 20 - January 5)	Granted on First Come, First Serve basis	Granted on First Come, First Serve basis according to posted scheduling guidelines for the scheduling period requested.
Non-Critical Period	Same as Above	Same as Above

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, or their designee, 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 may be used, if the Nurse requests, 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. (For twelve (12) hour shifts, see Article XVII, Section 8, Holiday Hours.) 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.

2. Holiday/ETO Pay Option:

For a 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 selection 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;
 - d. Receiving benefits under the Sickness & Accident Program (unless specifically requests to be paid).

4. Holiday Worked. For Nurses hired before March 28, 1994: (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 earned time off 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 earned time off hours paid for a holiday.

All Nurses hired between March 28, 1994 and after February 1, 1997 will receive one and one-half times the base hourly rate of pay for all holiday hours worked, except the Floating Holiday. After 36 months of service, all Nurses hired between March 28, 1994 and February 1, 1997 will receive two times the base hourly rate of pay for all holiday hours worked, except the Floating Holiday. All Nurses hired after February 1, 1997 will receive two times the base hourly rate of pay for all holiday hours worked, except the Floating Holiday, after 48 months of service.

- (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.
- (c) If a holiday falls during a Nurse's vacation, the Nurse will be paid ETO hours based on her weekly scheduled hours (according to Human Resources records), provided that the ETO hours are available, and further provided the Nurse has elected to not receive holiday/ETO pay, pursuant to Part E, 2, above.
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 Nurse's obligation to work her 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.

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.

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 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, 100% of 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:

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 February 1, 1994, the benefit percentage is 50% for the entire twenty-six (26) week period.

*For any Nurse whose most recent date of hire is after February 1, 1997, the Nurse has a one (1) year wait and then receives 13 weeks of benefits for the next thirty-six (36) months of service. Thereafter, the Nurse is eligible for twenty-six (26) weeks of benefits at 50%.

Maximum benefit: \$565 per week

Benefit Calculation

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

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 the 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 are governed by and subject to the complete terms of the Master Policy at all times.

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 Registered Nurses at several locations of Bay Medical Center which are at present, but are not limited to, its west campus at 3250 East Midland Road, its east campus at 1900 Columbus Avenue, and Samaritan Health Center at 713 Ninth Street.

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 weeks notification will result in the forfeiture of fifty percent (50%) of their accrued earned time off hours.

Section 6. Bulletin Board. The Medical Center will provide the Union with access to seven (7) bulletin boards. One (1) bulletin board for the Union will be located on the first floor of the Medical Center and six (6) other general information bulletin boards, all except one, located at the time clocks.

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.

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. 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 10. Cafeteria Pricing and Pension Plan. Cafeteria pricing policies and pension plan administration and trust investment are exclusively under the control of the Medical Center.

Section 11. Coordinators. It is understood between the parties that up to eight (8) Coordinators, at the option of the Medical Center, may be promoted from within the bargaining unit with no replacement. Whether a Coordinator is hired or promoted from within the bargaining unit is at the discretion of the Medical Center.

Section 12. Insurances. The Medical Center reserves the right to change health carriers or to be self-insured irrespective of the resulting claims procedure providing the Medical Center maintains comparable benefits.

Section 13. New Units. In the event the Medical Center establishes additional units based upon areas of medical specialization or as a float pool, then:

- A. for a period of one (1) year the unit will be treated as a separate Area; and
- B. thereafter, the Medical Center will designate in which of the Areas the unit will be included. This designation will be based upon similarity of nursing skills and on additional educational requirements. The Medical Center's designation may only be challenged if it is arbitrary.

Section 14. Rules and Policies.

- 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 PR&R 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 PR&R Chairperson or their designee.

Section 15. Pre and post operative care of Cardiac Cath patients, as is other a.m. admit pre and post operative care, is bargaining unit work.

Section 16. Wherever a reference is made to percent per hour, this percentage will be of the Nurse's base hourly rate in effect at the time the percent is to be paid.

Section 17. The Employer, in its discretion, has the right to merge, sell, lease, assign, divest or otherwise transfer ownership and/or management of its operation, in whole or in part, at any time. The Employer will comply with any legal obligations to negotiate such action: this does not in any way limit the Medical Center's rights under Article IV. The Employer will also give notice of the existence of this collective bargaining agreement to any purchaser, leasee, or other acquiring or managing party at least two (2) weeks before the finalization of any agreement. The notice will be in writing with a copy to the Union.

ARTICLE XXVIII

LAYOFF AND RECALL

A. Hospital Convenience Days (HC)

Section 1. Hospital Convenience is the method by which staffing levels are adjusted due to fluctuating workload. Hospital Convenience, whether voluntary or mandatory, in any unit may be for a full shift or for a part of a shift in four (4) hour blocks, except that Outpatient, Operating Room, Ambulatory Surgery, Cardiac Cath Lab, and PACU may be HCd for a full shift or any part of a shift. Mandatory HC may not result in a split shift. Voluntary HC may be for a full shift or any part of a shift.

Prior to any Nurse with seniority being affected by a HC, all per diem, flex-time, temporary, subcontracted and probationary Nurses not on unit orientation shall be laid off from the unit and shift involved. If further reductions are necessary, seniority Employees on the unit and 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 unit and shift are necessary, the Medical Center will lay off the employee on that day who is scheduled on the schedule for one or more days more than the number of days the Nurse is scheduled to work according to the records in the Human Resources Office. Voluntary HCs will be within the Area and shift involved. Mandatory HCs will be within the unit and the shift involved.

A Nurse may notify the Medical Center in writing of the units, shifts, and days of the week to which she would accept a temporary assignment and for which she is competent to work in order to make up hours lost as a result of mandatory HCs, and in the event of a mandatory HC, the Medical Center would make every attempt to offer to the Nurse a temporary assignment during that pay period in another unit in which she is qualified to work in accordance with her written statement, before offering unscheduled overtime to another Nurse.

If still further reduction in personnel in the unit and shift is necessary, the Medical Center will rotate mandatory shifts or hours off beginning with the Employee with the least classification seniority (or in the case of a multiple day HC, the Employee with the least classification seniority scheduled to work the greatest number of the affected days). HC incident rotation shall be on the basis of hours - when the least senior Nurse attains 80 hours of time off due to HC incidents then the next least senior Nurse who has less than 80 hours will be affected by the next consecutive HC incident until she has 80 hours, etc. The least senior Nurse having less than 80 hours of HC will receive the next time off even if the result is a total of more than 80 hours. For purposes of this paragraph, an employee who is shift transferred on that day will be considered for rotation on the actual shift worked.

Thereafter, the next least classification seniority Nurse in the unit and shift who has less than 80 hours of HC will be affected by the next consecutive HCs even if the result is a total of more than 80 hours, and so forth. In applying this rule, HC hours of probationary employees will be counted. This rotation cycle shall be repeated within the unit and shift as necessary during each contract year. On each February 1, each Nurse shall have zero HC hours and the rotation will begin again with the least classification seniority Employee, as set forth above. In the event a Nurse transfers between units or shifts, the Nurse will "carry" her HC hours to the new unit or shift.

HC hours occur for each shift or part of a shift the Nurse is not working due to a HC:

- (a) Whether the Employee volunteers to, or is required to, not work; and
- (b) Whether the Employee elects to receive a personal day's pay or a vacation day of pay (but not a whole work week of vacation which if elected is treated as vacation and not as a 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 the Nurse was originally scheduled to work.

In lieu of a mandatory HC being given, the Medical Center will grant previously denied time off, by seniority, in the following order: single day vacation requested during a vacation request period (for which the Nurse resubmits the original denied request); and voluntary HC. When a mandatory HC is still required, the Medical Center will make every attempt to give at least two (2) hours notice to the affected Nurse. If no notice is received and the Nurse reports for work and is then sent home, the Nurse will receive one hour's straight time pay at the Nurse's then applicable straight time rate, but not more than three (3) times in a contract year.

If a Nurse is called and told she is Hcd and she says it is not her turn then she will be told to report to work. If she is correct she will work the shift. If she is not correct, and it is her turn, she will receive one hour's pay and will be sent home.

Section 2. Special Rules for All Units Other Than the Operating Room, the Recovery Room, Ambulatory Surgery, and Twelve-Hour Shifts.

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, the Nurse shall report as soon as possible but not more than two hours thereafter and shall be paid for the whole shift. If the Nurse reports more than two hours after the notification to report, she will be paid only for the time she actually works.

Section 3. Special Rules for Recovery Room, Ambulatory Surgery, and Twelve-Hour Shifts.

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, the Nurse shall be paid from the beginning of the Nurse's regular shift if she reports within one (1) hour from the beginning of her regular shift. Otherwise the Nurse will be paid for the hours she actually works. The Nurse may be affected by a HC later in that shift.

In no case will a particular Nurse be affected by a HC for part of a shift where that would interfere with the continuity of procedure or with the quality of patient care. In either case the next senior Nurse will be affected by the HC.

Section 4. Special Rules for Operating Room.

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

In no case will a particular Nurse be affected by a HC for part of a shift where that would interfere with the continuity of procedure or with the quality of patient care. In either case the next senior Nurse will be affected by the HC.

The rotation of HC hours in the Operating Room shall be on the basis of hours. When the least senior Nurse attains twenty-four (24) hours of time off due to HC hours then the next least classification seniority Nurse in the Operating Room and on the shift who has less than twenty-four (24) hours of HC hours will be affected by the next consecutive HC hours until she has twenty-four (24) hours of HC time off, and so forth. The least senior Nurse having less than twenty-four (24) hours of HC hours will receive the next HC time off even if the result is a total of more than twenty-four (24) hours of HC time off.

In the event all Operating Room Nurses on a shift have twenty-four (24) or more hours of HC incidents then the foregoing rotation process will repeat with each Nurse starting with zero HC hours. Further, each Nurse will have zero HC hours each February 1, as provided for in Section 1 above.

Section 5. Special Rules for Obstetrics.

In lieu of a mandatory HC or a voluntary HC, a Nurse, subject to the agreement of the Medical Center, may volunteer to be on-call for that shift or the remainder of that shift. The "on-call" rate is the rate stated in the first sentence of Article XXX, Section 3. When a Nurse who is "on-call" under this section is called in and reports for work (within twenty [20] minutes, or if the Nurse lives outside of the Bay City area, sixty [60] minutes), the Nurse is paid for the hours worked or for a minimum of two [2] hours, whichever is greater, at her straight time rate, notwithstanding Article XXX, Section 3, and is paid the "on-call" rate for the remainder of the Nurse's shift. A Nurse who is "on-call" under this section receives HC credit for the hours during which she is "on-call," but not for the hours worked.

Section 6. Any Nurse, when given an HC, whether mandatory or voluntary, may use banked earned time off in one (1) hour increments, to supplement for the Nurse's pay, to a total maximum of the pay for the Nurse's scheduled hours on that day.

Section 7. In the event there are excessive HCs on a unit the Medical Center and the Union may utilize the procedures set forth in Article XI to address their respective concerns regarding this issue.

B. LONG TERM LAYOFFS (LTL)

Section 1. A Long Term Layoff is the layoff of a Nurse that is anticipated to be more than ten (10) consecutive working days in duration or is 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, flex-time, temporary, subcontracted, and probationary Nurses within the Area affected.

The Medical Center shall give as much notice of the LTL to the Union as is reasonably possible under the circumstances.

Section 2. If further long term layoffs are necessary, they will be made strictly by classification seniority within the shift and Area affected, provided the Nurses being retained have the experience and ability, without additional training or orientation, to perform the work performed by the displaced Nurse. When a certain number of hours must be reduced or eliminated, as determined by the Medical Center, the layoff will be made by using the appropriate combination of full-time and part-time Nurses. After the Medical Center has advised the Union of a layoff, consideration will be given to those Nurses who make it known to the Medical Center that they would like a layoff.

Section 3. A seniority Nurse displaced from an Area pursuant to Section 2, above, may exercise the first of the following options which allows the Nurse to retain the shift and hours worked before being displaced:

First Option: To transfer into a vacant job in any Area. Whenever a Nurse is displaced who elects to exercise this option to any job then posted, the Nurse will be deemed to be a Nurse "within the Area" in which that posted job is for, for purposes of Article IX, Section 5A; then

Second Option: To displace the probationary Nurse with the latest hire date in any Area who has completed less than thirty (30) calendar days of unit orientation; then

Third Option: To displace the probationary Nurse with the latest hire date in any Area. When orientation of the Nurse is required, it will be done on a full time basis. The Nurse must demonstrate, within thirty (30) calendar days of the transfer, the Nurse's ability to function satisfactorily in the job within a reasonable period of time. If the Nurse does not demonstrate that ability, the Nurse may either fill a vacant position, pursuant to Section 4, below, or will be laid off; then

Fourth Option: To displace the lowest classification seniority Nurse junior to the Nurse, in a job in any Area where the Nurse has the apparent ability, based upon the Nurse's experience and education, to perform the job. The transferred Nurse will be given an education and review period of not less than two (2) or more than fourteen (14) working days by the end of which the Nurse must function satisfactorily (and where, if the Nurse does not, the Nurse may either fill a vacant position, pursuant to Section 4, below, or will be laid off).

Section 4. In the event none of the options in Section 3 are available, the Nurse may transfer into a vacant job on a different shift or with different hours.

Section 5. A Nurse displaced under the provisions of Section 3 may in turn exercise the options provided for in Section 3.

Section 6. In applying Section 3, Fourth Option, none of the following units will have displaced on account of a LTL more than 10% of the hours of seniority Nurses (but not less than one seniority Nurse) prior to the LTL:

- IV Therapy
- Substance Abuse unit
- Mental Health unit
- OR unit
- OB Nurses competent in Labor/Delivery
- Cardiac Cath Lab

In applying Section 3, Fourth Option, all other units will have displaced on account of a LTL not more than 25% of the hours of seniority Nurses per unit (but not less than one seniority Nurse) prior to the LTL.

Section 7. Nurses displaced from their Area under the LTL provisions above shall maintain their Area seniority for job bidding purposes (Article IX, Section 5A) for a period of one year.

Section 8. 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 9. Nurses may utilize unused earned time off hours at the time of or during a LTL.

C. RECALL

Recall from a long-term layoff shall be in inverse order of layoff, whereby the Nurse in the Area last laid off shall be recalled first in that Area. A Nurse who rejects the recall shall be considered a voluntary quit in accordance with Article IX, Section 7, paragraph E.

ARTICLE XXIX

WAGES

Section 1. The following schedule is effective:

<u>February 2, 1997</u>	<u>February 1, 1998</u>	<u>January 31, 1999</u>
S. \$15.64*\$15.64/\$16.11	\$16.11/\$16.59	\$16.59/\$17.09
1. \$16.53 \$17.03	\$17.54	\$18.07
2. \$16.98 \$17.49	\$18.01	\$18.55
3. \$17.55 \$18.08	\$18.62	\$19.18
4. \$18.87 \$19.44	\$20.02	\$20.62
5. \$19.52 \$20.11	\$20.71	\$21.33
6. \$20.32 \$21.13	\$21.76	\$22.41

*All Nurses at Step S on February 1, 1997 will receive a 3.0% increase.

Effective the first of the pay period following a Nurse providing the Medical Center with proof of both a BSN and licensure as a Registered Nurse, the Nurse will receive a wage differential of \$.25 per hour.

These wage rates are minimum rates. During the life of this Agreement when labor market conditions require for purpose of recruitment or retention of competent Nurses the Medical Center may with the agreement of the Union increase wage rates provided that a differential of at least ten cents (.10¢) per hour is maintained between the start rate and the step 1 rate.

It is agreed to maintain a relative relationship between the pay steps for Nurses (not the precise percentage or cents per hour differences).

Each year during the life of this Agreement, the President may, at his discretion, propose an amount up to one percent (1%) of the gross annual payroll to improve wages or benefits. Whether the entire amount, part of the amount, or none of it will be used and the purpose or purposes for which it is to be used will be made by agreement between the Medical Center and the Union. The provisions of Article XVIII shall remain in full force and effect notwithstanding any discussions between the Medical Center and the Union pursuant to this section.

Section 2. In determining the position on the wage schedule, a Nurse who has comparable service at another Medical Center or comparable prior experience at the Medical Center may, at the discretion of Nursing Administration, be placed at any applicable step for each two (2) years of comparable service or experience.

Section 3. Wage Progression.

- A. 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.
- B. Notwithstanding the foregoing, from and after January 31, 1993, each full time and part time Nurse with eleven (11) or more full years of continuous Medical Center service as a Nurse will receive the then top wage as provided for in Section 1, above.

Section 4. Nursing Career Advancement Program. During the term of this Agreement the Medical Center may continue the Clinical Career Nursing Advancement Program in effect on January 31, 1991, provided no Nurse shall receive lower wages than those otherwise provided for in this Article. In the event the Medical Center desires to effect changes in this Program it will discuss those changes at a monthly meeting provided for in Article XI and will not effect the changes unless they are agreed to by the Union.

ARTICLE XXX

DIFFERENTIALS

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 percent (8%) 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 percent (10%) is paid to the Nurse for all hours worked during the shift that begins as defined above for the 3rd shift.

Shift differential is capped at \$2.10 per hour for all Nurses.

Section 2. Weekend Differential.

- (a) For Nurses hired before March 28, 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 March 28, 1994 and February 1, 1997 will receive weekend differential after thirty-six (36) months of service.
- (c) All Nurses hired after February 1, 1997, will receive weekend differential after forty-eight (48) months of service.
- (d) Weekend differential is six percent (6%) per hour capped at \$1.25 per hour for all Nurses.

Section 3. On-Call Pay. The "on-call" rate of \$2.25 per hour is applicable to all eligible Nurses.

In addition to the "on-call" pay, when a Nurse who is "on-call" is called in and does report for work, the Nurse is paid at the rate of time and one-half (1 1/2) of the Nurse's base rate of pay plus shift and weekend differential, if applicable, for the time actually on duty -- or a minimum of one (1) hour, whichever is greater.

When a Nurse "on-call" is called in on one of the holidays listed below and does report for work, the Nurse receives an additional one-half (1/2) times the Nurse's base hourly rate for hours worked or for a minimum of one (1) hour, whichever is greater.

New Year's Day	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas
Independence Day	

Nurses in units whose responsibilities include periodic on-call scheduling may ask another Nurse within her unit to take her on-call hours. The Nurse may ask a PACU Nurse to take her assigned on-call hours if, in the judgment of the Medical Center, it would not adversely affect the PACU staffing for the next day.

ARTICLE XXXI

TERM OF AGREEMENT

Section 1. This Agreement shall become effective as of the date of ratification of the Agreement and shall continue until January 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 31st day of January, 1997.

Executed this 4th day of ~~January~~ ^{February}, 1997.

BAY MEDICAL CENTER

Joseph A. Lyman
E. Dorothy Watrous
E. E. Selbo
D. Kathy A. Roberts
Marlene Taniemaki
Maileys P. P. P.

THE PROFESSIONAL REGISTERED
NURSES STAFF COUNCIL OF
BAY MEDICAL CENTER

Linda Davis RN
Sheri Stock RN
Joyce Dwyer
Jane Bowen RN
May Lou Swisher RN
Kathy Walden
Paul Policicchio

Paul Policicchio, President/s
SEIU/Local 79

APPENDIX I

ACCUAL OF BENEFITS FOR EMPLOYEES ON LEAVES OF ABSENCE

<u>Type of Leave</u>	<u>Benefit</u>	<u>Explanation</u>
-Disability	Comprehensive	-BMC pays its portion
-Compensable	Major Medical	-Nurse pays her portion
Disability	Dental	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) days 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 of leave by prepaying the premium (as provided for in Article XXVIII, Section 8)
-Educational	Major Medical	
-Transfer	Dental Life Insurance	

	Benefits Based on Hours Paid	-No Accrual while on LOA
-Jury Duty -Bereavement	Comprehensive Major Medical Dental Life Insurance Benefits Based on Paid Hours	No Effect
* -Military	Comprehensive Major Medical Dental Life Insurance Benefits Based on Paid Hours	In accordance with applicable law

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.

APPENDIX II

AREAS

- | | |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| I. <u>Surgical</u>
- Orthopedics/General Surgery
- Neuroscience/General Surgery | VI. <u>Ambulatory Surgery Unit/
Pre-Admission Testing/Outpatient
Department***
PACU/Pain Management Center</u> |
| II. <u>Medical</u>
*A. - Oncology/Medicine
*B. - Geriatrics/Telemetry/Medicine | VII. <u>Operating Room</u> |
| III. <u>Obstetrics/Women's Health Dept.**</u> | VIII. <u>Mental Health Unit
Substance Abuse</u> |
| IV. <u>3 West</u> | IX. <u>IV Therapy Unit</u> |
| V. <u>Critical Care</u>
- ICU/CCU/NICU | X. <u>Emergency Department**</u> |
| | XI. <u>Rehabilitation Department**</u> |
| | XII. <u>Acuity Resource Staff</u> |
| | XIII. <u>Cardiac Cath Lab</u> |

For purposes of Job Bidding under Article IX, Section 5, and of Long Term Layoffs under Article XXVIII, Part B, Areas I, II A & B, VIII, IX, XI, and XII shall be considered a single combined unit.

*For all other purposes, Areas II, A & B, will be considered separate areas.

**Organizational entities referred to in this Appendix as a "Department" are otherwise referred to in this Agreement as "Unit" and as so used "Unit" includes each of these Departments.

***For Nurses hired or transferred after 09/95.

In the event the Medical Center determines to realign functional units between areas it will give the Union not less than 30 calendar days notice and will, upon demand, negotiate with the Union about the realignment. If no amicable agreement is reached by the end of such 30 days the Union may, Article XVIII to the contrary notwithstanding, resort to strike action after 30 additional days notice of its intent to strike (in addition to any required statutory notice).

APPENDIX III

CODE FOR NURSES

- 1) The nurse provides services with respect for human dignity and the uniqueness of the client unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
- 2) The nurse safeguards the client's right to privacy by judiciously protecting information of a confidential nature.
- 3) The nurse acts to safeguard the client and the public when health care and safety are affected by the incompetent, unethical, or illegal practice of any person.
- 4) The nurse assumes responsibility and accountability for individual nursing judgments and actions.
- 5) The nurse maintains competence in nursing.
- 6) The nurse exercises informed judgment and uses individual competence and qualifications as criteria in seeking consultation, accepting responsibilities, and delegating nursing activities to others.
- 7) The nurse participates in activities that contribute to the ongoing development of the profession's body of knowledge.
- 8) The nurse participates in the profession's efforts to implement and improve standards of nursing.
- 9) The nurse participates in the profession's efforts to establish and maintain conditions of employment conducive to high quality nursing care.
- 10) The nurse participates in the profession's effort to protect the public from misinformation and misrepresentation and to maintain the integrity of nursing.
- 11) The nurse collaborates with members of the health professions and other citizens in promoting community and national efforts to meet the health needs of the public.



APPENDIX LV 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.

APPENDIX V

RETIREMENT PLAN FOR EMPLOYEES OF BAY MEDICAL CENTER

CALCULATION OF PENSION BENEFITS

Service Prior to
January 1, 1992: Rate of pay effective on
1/1/92 times (x) 2080 hours
times (x) 1% times (x) Benefit
years of Service ÷ 12

Service on and
after January 1, 1992: 1% times (x) total earnings
(W2)12 added to Past or
Service amount each year or
partial year

NOTE: Previous Samaritan Hospital
employees do not receive
Benefit Service Credit prior
to 1/1/80.

BAY MEDICAL CENTER
1900 Columbus Avenue
Bay City, MI 48708

January 31, 1997

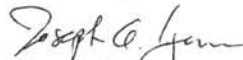
Ms. Kathy Walraven
President, BMC Registered Nurse Staff Council
(Affiliated with SEIU Local 79)

RE: Defined Contribution Retirement Plan

Dear Ms. Walraven:

On an annual basis, designated representatives of the Medical Center will meet with a designated representative of the Council to explain the investment performance results of the defined contribution retirement plan for the most recent plan year and to answer questions of the designated Council representative about those results or the investments of the defined contribution retirement plan. This annual meeting will occur at a mutually convenient date and time after the Medical Center receives the investment performance results of the defined contribution retirement plan for the most recent plan year.

Sincerely,



Joseph A. Lyons
Vice President
Human Resources

Agreed to:



Kathy Walraven, R.N.

