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2/15/2003

AGREEMENT

Between

THE GRAND VIEW HOSPITAL

and

MICHIGAN NURSES ASSOCIATION

February 15, 2000

to

February 15, 2003

This Agreement entered into this 2<sup>ND</sup> day of MAY, 2000, by and between the Grand View Hospital, a community non-profit hospital and the Michigan Nurses Association, a Michigan non-profit corporation, and its affiliate, the Grand View Hospital Registered Nurses Staff Council.

*Grand View Hospital*

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## AGREEMENT

### ARTICLE I - PURPOSE AND INTENT

The Michigan Nurses Association and the Grand View Hospital hereby agrees that the intent and purpose of this Agreement is to establish terms and conditions whereby Hospital Management and Registered Nurse Employees, individually and collectively, recognize obligations to each other in meeting their common goal and common responsibility of providing to those persons who need it, nursing care which is adequate and safe. All parties agree to cooperate fully in accomplishing the intent and purpose set forth herein, always keeping in mind the best interests of the patient and community.

### ARTICLE II - RECOGNITION OF THE HOSPITAL'S RIGHT TO MANAGE

#### Section 1. General Description

The Association recognizes and agrees that Management has the right to govern all aspects of operating the Hospital and to direct its entire working force at all times, provided, however, that any such right shall not be construed as authorization to violate any provision of this Agreement. It agrees it will not disrupt or interfere with the sole and exclusive right and responsibility of Management to manage and operate the Hospital. Generally, this includes, but is not limited to the right to:

1. Hire, suspend, discipline, discharge, promote, demote, assign, transfer, lay off, recall or relieve employees.
2. Determine by interview, performance, written test or other generally accepted methods or procedures, the ability, aptitude and/or qualifications of individual employees for assignment to, employment in, or promotion to the various positions and job classifications.
3. Determine the number of employees.
4. Schedule employees as it deems necessary.
5. Establish the qualifications for various positions and job classifications.
6. Establish policies, rules and regulations governing the employees and others using the Hospital.
7. Enforce and maintain discipline and efficiency among employees.
8. Determine the nature, scope and type of facilities and services provided by the Hospital.
9. Alter or install new facilities and change or institute new methods, policies, procedures and/or systems.

## **Section 2. Emergency Suspension of Provisions of Agreement**

All parties agree that in instances where the safety, welfare and best interests of patients might be adversely affected by a provision of this Agreement, the nurse in charge, on duty on the affected unit or service, may suspend such provision in respect to that instance only.

## **Section 3. Recognition of Management's Responsibility to Community and Employees**

The Association recognizes that Management has a responsibility to the sick and injured of the community and can fulfill this responsibility only through the capable, harmonious, coordinated and efficient utilization of the efforts of its employees. Accordingly, Management recognizes it must provide to its employees, compensation and working conditions at levels prevailing in the community and must establish personnel policies and practices which encourage and appropriately recognize the employee's maximum effort in providing adequate care, service and treatment at costs which are commensurate with those of other hospitals providing similar service in the same geographic service area.

A nurse shall not be required to carry out any order or instruction if so doing would involve a violation of the Michigan Public Health Code for Nurses, or would otherwise jeopardize the health or safety of the nurse beyond the risks which may be inherent in the normal tasks of the nurse's position.

The Association and Management both recognize the need for inservice education. Management shall sponsor inservice educational programs for nurses. Nurses are expected to attend any inservice education programs conducted by the Hospital relevant to their performance and the Hospital shall make every effort to assure that Registered Nurses have an opportunity to attend all such inservice education programs. Attendance which is required by Management shall be without loss of pay.

## **ARTICLE III - RECOGNITION OF THE MICHIGAN NURSES ASSOCIATION**

### **Section 1. Bargaining Unit Certified by Michigan Labor Mediation Board**

For the term of this Agreement and for the intent and purpose set forth in Article I, the Grand View Hospital hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, State of Michigan, for all registered professional nurses employed by Grand View Hospital, excluding supervisors, executives and all other employees, including those listed in Section 3 of this Article.

### **Section 2. Agreement Exclusions**

The Vice President of Nursing, nurse anesthetists, supervisors and other professional nurses employed in positions not requiring the judgment and skills customarily exercised by professional nurses shall be excluded from the Unit. The Hospital shall furnish to the Chairperson of the Staff Council the name and titles of all professional nurses excluded from the Bargaining Unit.

## ARTICLE IV - ASSOCIATION SECURITY AND CHECK-OFF

### Section 1. Association Security

1. No representative of the Hospital will aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.
2. No agent of the Association or the Hospital shall restrain or coerce:
  - a. Nurses in the exercise of their rights guaranteed under the law to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their employers through representatives of their own free choice. This shall not be construed to impair the right of the Association to prescribe its own rules with respect to the acquisition or retention of its membership.
  - b. The Hospital, in the selection of its representatives for the purpose of collective bargaining or the adjustment of grievance. No agent of the Association shall cause the Hospital or any of its management representatives or officers to discriminate against any employee with respect to his rights under Act 336 of the Michigan Public Acts of 1947, as amended. No agent of the Association shall refuse to bargain collectively with the Hospital's designated bargaining representatives.
3. Nurses covered by this Agreement may elect to join or not to join the Association.
  - a. Nurses covered by this Agreement as provided for in Article III and who are not members of the Association or who do not elect to become or remain members, shall, as a condition of continued employment, pay the equivalent of the Association's regular monthly dues and assessments, referred to as a service fee, to the Association for the duration of this Agreement.
  - b. Nurses rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement, who do not become members of the Association, shall, as a condition of continued employment, pay the equivalent of the Association's regular monthly dues referred to as a service fee, to the Association, for the duration of this Agreement.
4. Nurses shall be required to, within ten (10) days after commencing employment, execute and present to the Hospital's Personnel Department, an Authorization for Payroll Deduction form which shall be furnished by the Staff Council. Deduction of Association membership dues or Association service fees shall commence on the second pay check of the month following the date a properly executed Authorization for Payroll Deduction form is presented to the Hospital's Personnel Department and shall continue on the second pay check of each month thereafter as long as the Authorization for Payroll Deduction is valid. Deductions for any calendar month shall be remitted to the Association at its office at 2310 Jolly Oak Road, Okemos, Michigan.

With the remittance, the Hospital shall transmit the following:

- a. A list of the nurses from whom Association membership dues have been deducted.
- b. A list of the nurses from whom Association service fees have been deducted.
- c. A list of the nurses who have terminated employment during the previous month.

A copy of the aforementioned lists shall be furnished to the Chairperson of the Local Staff Council.

5. A nurse shall cease to be subject to payroll deductions beginning with the month immediately following the month in which the nurse is no longer a member of the Bargaining Unit.
6. The Association agrees to indemnify and save the Hospital harmless against any and all claims, suits and other forms of liability that may arise as a result of any deduction of contribution, dues and fees that are determined to have been illegally deducted or by deductions that were made in reliance upon Authorization for Payroll Deduction forms presented to the Hospital by the Association.

## **Section 2. Check-off of Association Dues and Service Fees**

1. Association Dues: The Hospital agrees to deduct from the wages of all nurses who are members of the Association, all membership dues, as provided in a written authorization in accordance with the standard form provided by the Association, provided that the said form shall be executed by the nurse. This written authorization shall be effective and irrevocable for a period of one year from the date hereof or up to the termination date of this Agreement, whichever is sooner. The authorization shall continue in full force and effect for yearly periods beyond the irrevocable period above and each subsequent yearly period shall be similarly irrevocable unless revoked by written notice given not more than thirty (30) days prior to the expiration of any irrevocable period. Such revocation shall be effected by written notice by certified mail to both the Hospital and the Association.

Dues will be authorized, levied, and certified in accordance with the constitution and bylaws of the Association. Each nurse and the Association hereby authorize the Hospital to rely upon and to honor certifications by the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Association dues.

2. Service Fees: The Hospital agrees to deduct from the wages of any nurse who is not a member of the Association, all Association fees as provided in a written authorization in accordance with the standard form used by the Association provided that the said form shall be executed by the employee. This written authorization shall be effective and irrevocable for a period of one (1) year from date hereof or up to the termination of this Agreement, whichever is sooner.

The authorization shall continue in full force and effect for yearly periods beyond the irrevocable period above and such subsequent yearly period shall be similarly irrevocable unless revoked by written notice given not more than thirty (30) days prior to the expiration of any irrevocable period. Such revocation shall be effected by written notice by certified mail to both the Hospital and the Association.

## **ARTICLE V - GRIEVANCE COMMITTEE AND RIGHT TO REPRESENTATION**

Any nurse may be represented in the grievance procedure by a Grievance Committee composed of three (3) members of the Grand View Hospital Nurses Staff Council who are chosen by the members

of the Staff Council, except that one (1) member of the Committee shall be the Chairperson of the Council. The Staff Council will make the membership of this committee known to the Hospital in writing. The Grievance Committee, when authorized by an aggrieved party, shall be empowered to process the grievance through all levels of the procedure herein set forth; provided, however, that either the Committee or the Hospital may request the participation of a representative(s) of the Association State Office at Level Three (3).

## **ARTICLE VI - SPECIAL CONFERENCES AND COMMITTEES**

### **Section 1. Special Conferences and Committees.**

Special Conferences and Committees for the purpose of developing a better understanding of economic conditions and nursing service problems confronting both parties and the improvements of nursing standards will be arranged between the Chairman of the Staff Council and the Vice President of Nursing at the request of either party. At such conferences nurses shall be represented by not more than three (3) persons selected by the Chairperson of the Staff Council and the Hospital shall be represented by not more than three (3) persons selected by the Vice President of Nursing and/or CEO. Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters to be taken up in special conference shall be confined to those included in the agenda. Special conferences shall be scheduled within fourteen (14) days after the request is made.

### **Section 2. Professional Nurse Practice Committee**

The purpose of the Professional Nurse Practice Committee is to discuss, evaluate, and resolve matters which directly relate to the practice of nursing and the realm of patient care. The committee will promote quality nursing care through the collaborative development of nursing/patient care policies and procedures as well as standards of care, practice and performance, and updating of nursing roles and functions. The committee will also work in concert with the Hospital Ethics Committee in facilitating resolution of ethical concerns.

Members of the committee shall be the Staff Council Chairperson, Staff Council Co-Chairperson, and two other registered nurse representatives. Membership of Nursing Leadership shall consist of the V.P. of Nursing and two designated representatives of Nursing Leadership. Additional representatives may be asked to attend meetings depending upon agenda items. These representatives would be collaboratively identified by the established members.

Procedures to be followed by such committees shall be as follows:

Staff Council shall designate a co-chair and Management shall designate a co-chair of the committee who will be responsible for submitting a written agenda ten days prior to the meeting. Meetings shall be held monthly. A physician member will be mutually selected and serve for one year term. The co-chairs will serve for a two year term. The newly designated Staff Council co-chair will be authorized to attend one meeting for purpose of orientation prior to assuming co-chair responsibilities. A facilitator may be selected by the committee.



Hospital Performance Improvement (to include but not limited to 1-5 listed below to be monitored by all PPC members. Specific indicators will be assigned to PPC members:

- a. Inpatient quality indicators:
  1. Patient satisfaction, measured by pain management, Nursing care and Patient teaching.
  2. Patient injury rate.
  3. Nosocomial infection rate, measured by UTI, pneumonia process indicators.
  4. Maintenance of skin integrity.
  5. Staffing and scheduling
- b. Retention and Recruitment
- c. Staff Development and Orientation

Either party may request a special meeting within reasonable guidelines which shall not be unreasonably denied. A written agenda shall be presented five days prior to the meeting by the requesting party. Either party may add to the agenda prior to the meeting.

Matters to be discussed in these meetings shall be confined to those included in the agenda unless additional items are agreed upon by both parties.

Meetings shall normally not exceed one (1) hour.

Minutes for such meeting will be transcribed and approved by co-chairs. Approved minutes of meetings shall be normally published no later than 14 days after the date of the meeting. Said minutes will be forwarded to all council members/representatives and posted on nursing units.

### **Section 3. Committee Representation.**

The Hospital will permit the Staff Council to select members to serve on established committees as follows:

- Environment of Care - One member
- Pharmacy/Therapeutics - One member
- EAP Committee - One member
- Pension Board - Two members
- Ethics Committee - One member

## **ARTICLE VII - GRIEVANCE PROCEDURE**

### **Section 1. Intent and Purpose**

All parties agree that the grievance procedure as set forth herein is intended to serve the purpose of securing, at the earliest level possible, equitable solutions and settlement of all disputes and/or grievances which may arise between them concerning the interpretation or application of this Agreement, without any interruption or disturbance of the normal operation of the Hospital. Both parties agree that the proceedings shall be kept as informal and confidential as may be appropriate. Nothing contained herein shall be construed to prevent any individual nurse from presenting a grievance and having the

grievance adjusted without intervention of the Association, if the adjustment is consistent with the terms of this Agreement.

## **Section 2. Failure to Process Grievance Within Established Time Limits**

The failure of an aggrieved party to initiate a grievance within seven (7) calendar days of the occurrence of the incident at issue, or within seven (7) calendar days of the time at which the party could be expected to be aware of it or to proceed to the next level within the established time limit, shall automatically forfeit the right of initiating or further processing that particular grievance. If an aggrieved party does not receive a response to the grievance within the established time limits, the aggrieved party may refer the grievance to the next successive level, except that mediation shall not be considered a level of the grievance procedure.

## **Section 3. Procedure for Grievances Initiated by a Nurse or Nurses**

Level 1: Any nurse having a grievance shall, within seven (7) calendar days of the occurrence of the incident at issue or within seven (7) calendar days of the time at which the nurse could be expected to be aware of it, first discuss it with her immediate supervisor or her designee, either individually or with or through the Grievance Committee, with the objective of resolving the matter informally. The immediate supervisor or her designee shall, within seven (7) days after the discussion, verbally notify the aggrieved party of the decision on the matter.

Level 2: If the aggrieved party is not satisfied with the verbal decision given at Level 1, the party or a member of the Grievance Committee shall, within seven (7) days following the decision at Level 1, reduce the grievance to writing on a standard form. Two (2) copies shall be presented to the Vice President of Nursing or designee. The Vice President of Nursing or designee, the aggrieved party and/or member of the Grievance Committee may discuss the grievance. The Vice President of Nursing or designee shall, within seven (7) days after its written presentation, answer the aggrieved party in writing, returning a copy of the form submitted to the Chairperson of the Grievance Committee.

Level 3: If the aggrieved party is not satisfied with the decision given at Level 2, it shall immediately be referred to the Grievance Committee for review and if the Committee determines that the grievance shall be processed further, it shall, within seven (7) days following the decision at Level 2, submit to the CEO a written request for a meeting with him and such persons, but not more than three (3), he deems necessary to represent the Hospital. The CEO shall arrange the meeting within seven (7) days after receipt of the written request for same. At the request of either the Chairperson of the Grievance Committee or the CEO, the aggrieved party and/or representatives of the Association State Office shall attend the meeting or any adjourned session thereof. The CEO shall provide a written decision with regard to the grievance to the aggrieved party providing a copy thereof to the Chairperson of the Grievance Committee and to the Chairperson of the Staff Council within seven (7) days after the meeting or the last adjourned session thereof.

#### **Section 4. Procedure for Grievance Initiated by Management or Others**

Level 1: Any person having a grievance may, within seven (7) calendar days of the occurrence of the incident at issue, or within seven (7) calendar days of the time at which the person could be expected to be aware of it, first discuss it with the nurse or nurses involved, either individually or with or through the Grievance Committee, with the objective resolving the matter informally. The nurse, nurses or Grievance Committee shall, within five (5) days after the discussion, verbally notify the aggrieved party of a recommendation on the matter.

Level 2: If the aggrieved party is not satisfied with the verbal recommendation received at Level 1, the party may within seven (7) days following the recommendation at Level 1, reduce the grievance to writing on a standard form. Two (2) copies shall be presented to the Chairperson of the Grievance Committee. The Grievance Committee, the aggrieved party and an appropriate representative selected by Management may discuss the grievance. The Chairperson of the Grievance Committee shall, within seven (7) days after its written presentation, submit a written recommendation to the aggrieved party providing a copy thereof to either the Vice President of Nursing or CEO, whichever is appropriate. The recommendation of the Grievance Committee shall not be binding on Management.

Level 3: If the aggrieved party or Management determines that the recommendation made at Level 2 should have further consideration, either or both may, within seven (7) days following the recommendation made at Level 2, submit a copy of the grievance as it was presented and answered at Level 2, to the Chairperson of the Staff Council with a written request for a meeting with the Staff Council and such persons, but not more than three (3) selected by the aggrieved party. The Chairperson of the Staff Council shall arrange the meeting within seven (7) days after receipt of the written request for same. At the request of either the Chairperson of the Staff Council, the aggrieved party or Management, the aggrieved party and/or representative of the Association State Office shall attend the meeting or any adjourned session thereof. The Chairperson of the Staff Council shall submit a written recommendation with regard to the grievance to the aggrieved party with a copy to the Vice President of Nursing and CEO within seven (7) days after the meeting or the last adjourned session thereof. The recommendation of the Staff Council shall not be binding on Management.

#### **Section 5. Arbitration of Grievances**

If an aggrieved party is not satisfied with the decision or recommendation at the final step of the grievance procedure, it shall, within thirty (30) days, file a demand for arbitration with American Arbitration Association. During such thirty (30) day period, either party may suggest the name of a neutral arbitrator to the other. The arbitrator shall not have the authority to annul, modify, or alter any of the provisions of the Agreement. The arbitrator's decision will be final and binding on both parties, and the fees and expenses of the arbitrator shall be shared equally by both parties.

#### **Section 6. Time Involved in Grievances or Negotiating Functions**

All parties agree that no nurse shall absent herself from duty for the purpose of grievance processing or negotiating function without first having obtained permission from the Vice President of Nursing. It is also agreed that the Hospital shall pay nurses at their regular hourly rate i.e. no overtime, but not more than four (4), for any time lost from scheduled work due to special conferences or

grievances or negotiating functions. It is further agreed that special conferences, grievance and negotiating sessions shall, as much as possible, be conducted during the hours customary to administrative functions of the Hospital.

### **Section 7. Access by Association Representatives**

Association representatives, after first obtaining approval from the CEO or the Vice President of Nursing, may visit the areas of the Hospital where the nurses they represent are located for the purpose of representing such employees in accordance with this Agreement or investigation of grievance, provided that they do not interfere with patient care and provided that when in the presence of Hospital patients, they will, at all times, conduct themselves in accordance with professional standards.

## **ARTICLE VIII - DISCHARGE AND/OR DISCIPLINE**

Adequate and safe care of patients at reasonable costs require maximum efficiency. In striving for maximum efficiency, Management may find it necessary to use disciplinary measures. In the event Management believes a nurse is not fulfilling the responsibilities of her position, it shall discuss the problem with the nurse and an attempt shall be made to counsel and advise her. The Staff Council shall be involved at the earliest opportunity. Any discipline or discharge shall be for just cause.

## **ARTICLE IX - STRIKES AND WORK INTERRUPTIONS**

All parties recognize that the needs for adequate and proper care and treatment of patients in the Hospital are of paramount importance and that there should be no interference in such care and treatment. It is, therefore, agreed that since this Agreement provides for settlement of any and all disputes and grievances arising from the conditions of the Agreement that there will be no suspension of work through strikes, slowdown, lockouts, refusal to handle or care for any patients, or other concerted activities or efforts which interfere with or limit the Hospital in fulfilling its obligation to the community. The Hospital shall have the right to discipline or discharge any nurse participating in a strike, slowdown, lockout, refusal to handle or care for any patients, and the Association agrees not to oppose such action. It is understood, however, that the Association shall have recourse to the grievance procedure.

## **ARTICLE X - SENIORITY AND CATEGORIES OF EMPLOYMENT**

### **Section 1. Full-Time Nurses**

Full-time nurses are those who are regularly scheduled for at least forty (40) or more hours of work per week. Full-time nurses have first priority in employment and job classification and are entitled to all benefits outlined in this Agreement.

### **Section 2. Regular Part-Time Nurses**

Part-time nurses are those who are regularly scheduled to work less than forty (40) hours per week. Part-time nurses have second priority in employment and job classifications and are entitled to benefits as specified in this Agreement.

### Section 3. Temporary Nurses

Temporary nurses are those who work for a period not to exceed ninety three (93) calendar days within any two hundred and seventy (270) day period. Temporary nurses retained longer than ninety three (93) calendar days shall be subject to the terms and conditions of this Agreement from the ninety-fourth calendar day of hire. Temporary nurses shall not be utilized as replacements for qualified full or part-time nurses who are scheduled for and available for work. Full and part-time nurses will be called and/or offered available hours prior to scheduling or calling temporary nurses. Temporary nurses have no priority in employment or job classification and are not entitled to any benefits except as specified in this Agreement.

### Section 4. Pool Nurses

Pool nurses will follow the terms outlined in the Letter of Agreement Regarding Pool Nurses. Pool nurses shall not be utilized as replacements for qualified full or part-time nurses who are scheduled for and available for work. Full and part-time nurses will be called and/or offered available hours prior to scheduling or calling pool nurses. Pool nurses have no priority in employment or job classification and are not entitled to any benefits except as specified in this Agreement.

### Section 5. Probationary Nurses

Probationary nurses are those who have not completed a total of one thousand forty (1,040) hours or maximum (6) six months, with no less than 800 hours of work. Upon satisfactory completion of one thousand forty (1,040) hours or maximum (6) six months, with no less than 800 hours of work, such hours shall be credited to the nurse for the purpose of computing all benefits and entitlements based on hours of service. The employment of a Probationary Nurse may be terminated at any time and for any reason.

A nurse who is re-employed within one (1) year after termination and/or completion of a probationary period shall not be required to complete a second probationary period, provided they return to the department in which they worked the 6 months prior to termination

### Section 6. Determination of Employment Category

A nurse shall, at the time of application for employment, specify the category of employment she is seeking. If hired, she shall be a probationary nurse until she has completed a total of one thousand forty (1,040) hours or maximum 6 months with at least 800 hours worked at which time her category of employment shall be determined by the Vice President of Nursing or her designee consistent with the provisions of this Agreement. A change to a higher priority category shall carry with such change all benefits and hours of work accrued in the former category. A change to a lower priority category than previously held shall automatically terminate any further accrual of benefits not allowed in the new category.

### Section 7. Seniority

The Hospital shall furnish the Staff Council and the Association a seniority list of all nurses in the bargaining unit at least thirty (30) days after June 30 and December 31 of each year.

## Section 8. Preparation of Work Schedules

Work schedules shall be prepared in accordance with the Scheduling Agreement.

## Section 9. Low Need Days

In the event of a temporary decrease in the workload, nurses will be called off, based on the needs of specialty areas, according to the following procedure:

- a. Full time or part time nurses may volunteer for Call-Offs in low need days. A nurse called off based on low census may be placed "on call." At least one specialty unit (OB/ICU) nurse shall be placed on call if that unit is closed unless that nurse is assigned to another unit. If that specialty nurse is the only RN on another unit, at least one RN will be placed on call.
- b. Nurses taking a Call-Off shall have the option to take the time as unpaid or utilize earned benefit time.
- c. Nurses who are scheduled to work and take a low need day shall be given credit toward all benefits provided by this contract as if the nurse had worked.
- d. If the above does not sufficiently decrease the work force, temporary and pool nurses, will be required to assume the Call-Off.
- e. If the above does not sufficiently decrease the work force, Call-Offs will be done on a rotating basis for each four (4) week scheduling period beginning with the least senior part-time and probationary employee on the affected shift, provided the staff remaining are capable of providing coverage for all affected specialized areas. Low census days will be assigned only to part-time employees. The Hospital agrees that any call off of an eight (8) hour shift will be credited as two (2) call offs. Any call off of less than an eight (8) hour shift will be credited as one (1) call off. The call off accumulation will stand without regard to whether the nurse is called in at a later time.
- f. A nurse who is called off is entitled to a review of the call off with the coordinator. If the review shows that the call-off was not done according to the above procedure, the call off will be remedied.
- g. Notice of cancellation of on-call status may be made by direct phone contact or by leaving a message on a recording machine with documentation indicating the time the recording was made. Attempts to cancel will be deemed valid for unanswered phones if the phone call and time are documented.
- h. Bargaining unit nurses will not be replaced by management personnel except in situations where bargaining unit employees are unavailable.

## Section 10. - High Need Days

In the event additional or replacement RN's are needed on a particular shift and/or unit, the following procedure will be followed in securing additional staff:

- a. Attempt to contact all RN's who could come in on straight time according to seniority and qualifications
- b. Attempt to contact pool nurses.
- c. Attempt to contact all nurses who could come in on overtime or request those nurses working to volunteer to stay over.

## **Section 11. Non-Discrimination**

The Hospital, either in hiring, promoting, advancing or assigning to jobs, or any other term or condition of employment, agrees not to discriminate against any nurse because of race, color, national origin, religious affiliations, sex, marital status, age, physical handicap, height, weight, or membership or activity on behalf of the Association or participation in the grievance procedure. The Association agrees that with regard to membership or Association activity, it will not discriminate for any of the reasons set forth above. Professional nurses, employed by the Hospital, but excluded from the bargaining unit because of their management positions, and who are and may become members of the Association, shall not be subject to discrimination or punitive actions by the Michigan Nurses Association for actions taken by them in their management roles.

## **Section 12. Layoff**

In the event of a contemplated layoff, the Hospital shall notify the Staff Council and call a Special Conference to discuss and resolve any problem that may be involved in the layoff. The Special Conference shall be called as far in advance of the layoff as may be possible.

## **ARTICLE XI - POSTING OF PROMOTIONAL OPPORTUNITIES, VACANCIES AND TRAINING POSITIONS; SELECTION; NOTICE**

### **Section 1. Posting**

When management determines the existence of a promotional opportunity, vacancy or training position such position will be posted on a bulletin board by the time clock for a period of ten (10) days. The postings will list specific qualifications, experience necessary and predominant shifts. Nurses shall make written applications for such positions, listing their qualifications.

### **Section 2. Selection Of Nurse For Bargaining Unit Positions**

The awarding of bargaining unit positions posted pursuant to Section 1., above will be based on previous experience and qualifications. When individuals have substantially equal experience and qualifications, the position will be awarded to the individual with the most bargaining unit seniority. The first priority for training positions will be granted to individuals that have not been previously trained to a specialty area. Second priority will be given to those nurses previously trained to a specialty area but are desirous of changing or adding to their specialty(s). Nurses may request cross training and, whenever possible, such requests shall be granted. Outside applicants will not be sought unless no applicant from the bargaining unit is qualified for the position. The nurse will be selected for the position as promptly as possible, and in any event within sixty (60) days from the last day of posting of the position.

### **Section 3. Selection of Nurse for Promotional Opportunity Outside the Bargaining Unit**

A nurse on staff who demonstrates ability and aptitude for a position of increased responsibility outside of the bargaining unit shall be given every possible consideration for promotion when the Hospital determines that a vacancy occurs. The Hospital agrees with the principle that internal

applicants shall receive first consideration for such promotions, however the final decision on all promotions shall be made by the Hospital Administration.

If an applicant from the bargaining unit is selected, that applicant shall be granted the promotion for a trial period of two hundred forty (240) working hours. If, during the first one hundred twenty (120) hours of the trial period the nurse wishes to return to her former position, she may do so upon written notice to the Vice President of Nursing as soon as schedule changes can be arranged. If, within the trial period the Vice President of Nursing or the immediate supervisor finds the nurse unsuited for the position, she may transfer the nurse to her former position but must notify the nurse of the reason for such transfer.

#### **Section 4. Notice of Postings and Selection**

The Hospital shall submit to the Staff Council Chairperson (or her designee in the Chairperson's absence) a copy of all Postings for bargaining unit positions on or before the first day of such postings. Upon selection of a candidate for such a posted position the Hospital shall within three (3) days of the date the successful candidate is awarded the position, notify the Staff Council Chairperson (or her designee in the Chairperson's absence), in writing, of the applicant selected, and of all bargaining unit applicants who were not selected for the posted position.

### **ARTICLE XII - LEAVES OF ABSENCE**

#### **Section 1. Military Leave**

The Hospital abides by the provisions of the Federal regulations regarding reemployment rights as stated in the Universal Military Training and Service Acts of 1940 and 1948, as amended, with respect to the re-employment rights of an employee, and to the grant of leaves of absence in accordance therewith. Any employee who enters into active service in the armed forces of the United States, upon the termination of such services shall be offered reemployment in her previous position or in a position of like seniority status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event she will be offered such employment in line with her seniority and ability as may be available which she is capable of doing at current rates of pay for such work, provided she meets the following requirements:

1. Has been honorably discharged.
2. Is physically able to do the work.
3. Reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge for not more than one (1) year.

#### **Section 2. Personal Leave Without Pay**

Personal leave without pay and without further accrual of benefits, but without loss of status may be granted by the Hospital upon written application by a full-time or regular part-time nurse providing the reasons for same are not for the purpose of seeking or accepting employment elsewhere and/or not for the convenience of family circumstances. Temporary or probationary nurses shall not be granted personal leaves of absence. As guiding principles governing personal leaves of absence, the following shall apply:



1. Personal leave for the purpose of education, appropriate to nursing practice at Grand View Hospital, circumstances of long term, severe illness, election to public office, or official service with the Association, shall be limited to the time necessarily required to accomplish the purpose for which it has been granted.
2. Personal leave not to exceed thirty (30) days may be granted for reasons of illness in the immediate family.
3. Personal leave shall not be granted for reasons of conflicting home situations. Conflicting home situations is construed to mean circumstances such as not having a baby sitter, the spouse on vacation or out of town, the children home from school, etc.
4. Personal leave shall not be granted for the purpose of performing private duty nursing except when such private duty nursing is for a close relative.
5. Personal leave shall not be granted for the purpose of extending vacation.
6. If personal leave is granted for more than thirty (30) days, the nurse's position will be held open for her for a period of fifteen (15) weeks. If the nurse does not return within the fifteen (15) weeks, the position will no longer be held open for her, but upon her written request, she shall be given priority in reemployment, but not inconsistent with the priorities set forth in Article X.
7. Management shall, at all times, have the right to investigate the circumstances of personal leave. Any false information or misrepresentation relative to the request or utilization of personal leave shall result in immediate termination of employment of the nurse or nurses involved.

### **Section 3. Non-Paid Parenting Leave**

An employee who is a new parent of a child whether by natural birth, adoption or legal guardianship is entitled to a three (3) month leave of absence without the loss of seniority; however, seniority shall not accumulate during the period of such leave. If the employee wishes to take less than three (3) months leave, she/he may do so. Specific jobs will be kept open for a period of up to six (6) months. An employee shall notify the nursing office of availability and the employee's return date at least fourteen (14) days prior to that date.

### **Section 4. Family and Medical Leave Act Leaves**

Any leave of absence available pursuant to this Agreement must be exhausted before an employee may take a leave pursuant to the Family and Medical Leave Act ("FMLA"), except as follows:

1. An employee who takes a "non-paid Parenting leave" pursuant to Section 3. of this Article may elect in writing, to be provided to the Hospital's Personnel Manager, whether or not to take such leave as an FMLA qualifying leave. In the event the employee elects to take such leave as an FMLA qualifying leave, the provisions of the FMLA shall apply. In the event no election is received by the Hospital, the leave shall be considered to be an FMLA qualifying leave.

2. An employee who is eligible for short term disability benefits may elect whether or not to use accrued PTO leave on a pro-rata basis to receive supplemental pay up to the amount of the employee's regular pay.

Any FMLA qualifying leave of absence taken pursuant to this Agreement shall be counted against the employee's eligibility for leave, if any, available pursuant to the Family and Medical Leave Act. For the purposes of eligibility for leave pursuant to the Family and Medical Leave Act the Hospital shall adopt a rolling twelve (12) month calendar.

Qualifying reasons for leave under the Family and Medical Leave Act, subject to the regulations and interpretations of that Act, are:

1. The birth of a child and to care for the newborn child.
2. The placement with the employee of a child for adoption or foster care.
3. To care for the employee's child, spouse or parent who suffers from a serious health condition.
4. A serious health condition that makes the employee unable to perform his or her job functions.

## ARTICLE XIII - MISCELLANEOUS

### Section 1. Definitions

For the purpose of brevity and interpretation, the following terms, titles, references, etc. shall be understood to have the meaning stated in this Article, except when otherwise defined.

1. "Aggrieved party" shall mean the party or person making the complaint.
2. "Association" or "MNA" shall mean Michigan Nurses Association.
3. "Days" shall mean calendar days excluding Saturdays, Sundays, and holidays.
4. "Vice President of Nursing" shall mean the person in charge of the Department of Nursing service and/or any person substituting in that capacity.
5. "Employee" shall mean any person, including registered professional nurses, employed by the Hospital.
6. "Executive" shall mean any employee having functions and/or responsibilities in administration or management of the Hospital or any of its several departments.
7. "CEO" shall mean the chief executive director of the Hospital and/or any person substituting in that capacity.
8. "Grievance" shall mean a complaint by any party or parties to this Agreement based upon an event or condition alleged to be in violation, misinterpretation or inequitable application of a provision of this Agreement.

9. "Hospital" shall mean Grand View Hospital.
10. "Management" shall mean any and all executives or supervisory personnel of the Hospital.
11. "MNA" or "Association" shall mean the Michigan Nurses Association.
12. "Nurse" shall mean a professional nurse, registered or practicing under a temporary permit issued by the Michigan Board of Nursing, excepting those excluded by the provisions of Article III.
13. "Regularly" shall mean a consistent pattern developed over a period covered by the two (2) most recent Social Security quarterly reporting periods.
14. "Seniority" shall mean continuous service to the Hospital and shall be applicable within the category of employment. It shall be measured by years of service as defined in this Article.
15. "Staff Council" shall mean Grand View Hospital Registered Nurses' Staff Council.
16. "Supervisor" shall mean any employee having the right to discipline, hire, fire or promote employees or to effectively recommend such action. It is understood that in the practice of nursing, every nurse is responsible for directing and/or coordinating the work of other employees, but his does not define the nurse as a supervisor.
17. "Year of Service" shall mean that period of time in which an employee is paid a total of two thousand eighty (2,080) hours regardless of the length of time required to accumulate that number of years.

## **Section 2. Bulletin Board and Use of Hospital Facilities**

The Association, upon written request, may be permitted to use rooms and equipment in accord with policies established by Management at no cost, except that of repairs and replacements needed after such use. Such requests shall be presented to the Vice President of Nursing in writing at least fourteen (14) calendar days prior to the date facilities are to be used. The Association shall have the right to use designated bulletin boards to announce meetings of the Association or any of its affiliates, and to inform its members of the Association activities and matters of professional interest, provided that such postings of announcements, bulletins, etc. are approved by signature of the Chairperson of the Staff Council.

## **Section 3. Performance Evaluations**

It shall be the policy of the Hospital to evaluate the work performance of each nurse during the last half of her probationary period and once each calendar year thereafter. After the probationary period, evaluations will be performed within sixty (60) days of the employee's anniversary date. Recognizing that performance evaluations serve the purpose of measuring the abilities and/or limitations of an individual, as well as the effectiveness of supervision, it is understood that the evaluations shall be considered as a factor in awarding promotions. As general guiding principles to employee performance evaluations, the following shall apply:

1. Performance evaluations shall be in accord with methods and systems generally acceptable by personnel administration programs.
2. A nurse shall be advised when her evaluation has been completed and have the right to confer with the Vice President of Nursing about her performance evaluations. Upon having such conference, the nurse shall acknowledge it by signature, but such signature will not be deemed as concurrence with the evaluations.

#### **Section 4. Termination of Employment by a Nurse**

At least four (4) weeks written notice of termination shall be given by General Staff, Charge Nurses and Head Nurses. Failure of the nurse to give written notice within the times specified herein shall automatically forfeit all pay or allowances due, but not in excess of the amount the nurse would normally have earned during the period for which the written notice was not given.

However, by mutual agreement under special circumstances and/or emergencies, a minimum of two (2) weeks written notice of termination will be acceptable without penalty or loss to the nurse.

#### **Section 5. Termination of Employment by the Hospital**

At least two (2) weeks written notice of termination of employment, other than probationary employment, shall be given to the nurse by the Hospital except in circumstances where there is just cause for immediate termination. Failure of the Hospital to give at least two (2) weeks written notice shall obligate the Hospital to pay the nurse an amount equal to her normal earnings during the period for which written notice was not given except for termination due to just cause.

#### **Section 6. Role of the Nurse**

The Role of the professional nurse is based on the "Code for Nurses" developed by the American Nurses Association.

1. **Respect:** 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. **Privacy:** The nurse safeguards the client's right to privacy by judiciously protecting information of a confidential nature.
3. **Safeguard:** 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. **Accountable:** The nurse assumes responsibility and accountability for individual nursing judgments and actions.
5. **Competence:** The nurse maintains competence in nursing.
6. **Judgment:** 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. **Knowledge:** The nurse participates in activities that contribute to the ongoing development of the profession's body of knowledge.

8. **Standards:** The nurse participates in the profession's efforts to implement and improve standards of nursing.
9. **Quality:** The nurse participates in the profession's efforts to establish and maintain conditions of employment conducive to high quality nursing care.
10. **Integrity:** The nurse participates in the profession's effort to protect the public from misinformation and misrepresentation and to maintain the integrity of nursing.
11. **Collaborate:** 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.

**Utilization of the Professional Nurse:** All parties agree that the professional nurse should normally be utilized in capacities commensurate with the professional status and qualifications, but nothing contained in this Agreement shall excuse a nurse from fulfilling an assignment or function essential to the best possible patient care and customer service.

It is further agreed by all parties that except in unusual situations:

- (a) The preparation and delivery of meals and nourishment is not a function of the professional nurse.
- (b) Housekeeping duties, including the stripping of beds and complete cleaning of a unit following a patient's discharge and cleaning of service rooms on a ward are not a function of the professional nurse.
- (c) The dispensing of drugs from the Pharmacy is not a responsibility of the professional nurse.
- (d) The routine clerical duties, other than "nurses' notes," necessary to nursing service are not a function of the professional nurse.

### **Section 7. Wage Schedule and Other Compensation**

The parties agree that the wage schedule and other compensation for nurses shall be as set forth in Schedule "A" attached hereto and made a part of this Agreement. Schedule "A" shall set forth the job classification, base rates of pay, increment rates of pay based on total accumulated years of service, overtime rates of pay, "on call" pay and other factors of compensation.

### **Section 8. Orientations**

1. The Hospital will make every effort to orient nurses as follows:
  - a. A general orientation to familiarize nurses to pertinent Hospital policies and procedures to include principles which exemplify professional attitude, bearing and conduct.
  - b. A registered nurse shall not work as the only RN in a particular service until the nurse has received adequate training and/or orientation, which will be a minimum of two hundred and forty (240) hours worked.
2. An orientation for new nurses about rights and responsibilities under this Agreement shall be conducted by the Staff Council Chairperson or her designee at a time and location mutually agreeable with the Vice President of Nursing and the staff council chairperson..

## **Section 9. Personnel Records**

An employee shall be entitled to review the contents of their personnel file in the Personnel Office of the Hospital. At the request of the employee, a representative of the Association may be present. At the request of the employee, copies of any items contained in their personnel file in the Personnel Office shall be provided to the employee. One copy of any items shall be provided at no cost to the employee. Additional copies shall be provided at the cost of ten (10) cents per copy.

In all cases, personnel files shall not be removed from the Personnel Office.

## **ARTICLE XIV - FRINGE BENEFITS**

### **Section 1. Health and Accident Insurance and Long-Term Disability Insurance**

The Hospital shall provide to full-time and part-time Registered Nurses health and accident coverage to employees, commencing with the eighth (8th) day of injury or illness and continuing for the period of disability but not to exceed a period of thirteen (13) weeks. The weekly benefit shall be sixty percent (60%) of the employee's average weekly income paid by Grand View Hospital during the period covered by the most recent quarterly payroll accounting period to a maximum of \$300.

The Hospital shall provide long-term disability coverage to eligible employees in accordance with the terms and conditions required by the insurance carrier. A copy of the plan will be supplied to the Union.

### **Section 2. Shift Premium Rates and Differentials**

Shift premium rates and differentials shall be as specified in the Wage Scale, Appendix A, which is attached to and incorporated as a part of this Agreement.

### **Section 3. Work Schedules**

1. Staffing the Department of Nursing Service: All parties agree it is Management's responsibility to adequately staff the department of nursing service, to promptly fill position vacancies and to make maximum utilization of the training and competencies of all nursing service personnel. However, all parties recognize that the Hospital can best meet this responsibility through the full cooperation of the professional nurse and that it can only be met to the extent the nursing service personnel are available.
2. Definition of Work Week and Work Day: A work week shall consist of forty (40) hours in a period of one hundred and sixty-eight (168) consecutive hours commencing at 11:01 p.m. Sunday. A work day shall consist of eight (8) hours in a period of twenty-four (24) consecutive hours commencing at 11:01 p.m. each day. The work day shall be an eight and twenty-five hundredth (8.25) hour scheduled period which includes time off for meals and rest. Registered Nurses, however, shall be scheduled for no more than eight and twenty-five hundredth (8.25) hours in a twenty-four (24) hour period unless mutual agreement has been obtained by a Registered Nurse to be scheduled otherwise. All nurses scheduled for eight and twenty-five hundredths (8.25) hour shifts shall be allowed one (1) fifteen (15) minute rest period and a thirty (30) minute period for meals. Rest periods and meal times for nursing personnel shall be as

assigned by the Head Nurse in such a manner as to provide the greatest possible coverage of all service at all times. Nurses will not be required to use rest or meal periods to attend meetings or inservices, but they may do so voluntarily.

**Section 4. Paid Time Off**

The rate at which PTO is accrued shall be based on the employee's hours of service, as set forth in the following schedule:

<u>Hired Prior to 1/1/2000</u>		<u>Current Hrs</u>	<u>Multiplication Rate for each hr. paid except shift diff.</u>
1-4 yrs	(0-10,400)	152	.0731
5-9 yrs	(10,401-20,800)	192	.0923
10-14 yrs	(20,801-31,200)	232	.1115
15-19 yrs	(31,201-41,600)	248	.1192
20 & over	(41,601 and up)	264	.1269
<u>Hired On or After 1/1/2000</u>		<u>Current Hrs</u>	<u>Multiplication Rate for each hr. paid except shift diff.</u>
1-4 yrs	(0-10,400)	136	.0654
5-9 yrs	(10,401-20,800)	176	.0846
10-14 yrs	(20,801-31,200)	216	.1038
15-19 yrs	(31,201-41,600)	232	.1115
20 & over	(41,601 and up)	248	.1192

The following are rules for the usage of PTO Hours:

1. PTO shall, subject to other policies, rules and regulations, be granted with the date of the written request having priority in consideration. Any nurse requesting PTO during a scheduled holiday will be responsible to find their own replacement for that scheduled holiday.
2. A request for PTO Form must be filled out properly for use of all PTO time.
3. All PTO hours have to be accrued and displayed on the employees check stub before the employee can utilize the PTO hours.
4. PTO requests of longer than three (3) days must be presented, in writing, to the Vice president of Nursing or her designee at least eight (8) weeks, but not more than twenty- six-(26) weeks, prior to the start of the PTO hours, specifying the date the nurse wishes to start the PTO hours and the date the nurse will return to work. The Hospital will arrange relief to cover all PTO days taken by the nurse. In this regard, the parties recognize that it is the obligation of all nurses to cooperate in scheduling coverage, and that the Hospital may require nurses to accept coverage assignments.
5. PTO requests of three (3) days or less must be presented at least seven days prior to the posting of the schedule in which it occurs.
6. PTO requests shall be granted or denied within 4 weeks after submission.
7. Not more than one (1) nurse may be on PTO for a two week period. When requests are made for identical or overlapping periods, approval shall be made on the basis of seniority, unless a prior PTO request already has been granted.
8. In case of illness or emergency, requests for PTO must be presented, in writing, to the Vice President of Nursing or her designee within seventy-two (72) hours after the personal or telephone request. Failure to confirm such request withing seventy-two (72) hours shall forfeit eight (8) hours of paid PTO, unless extenuating circumstances are involved.

9. PTO can be accrued to a maximum of 320 hours. After 320 hours a notice will be sent informing the employee of their options.
10. At a maximum of 320 hours, an employee must cash in no less than 80 hours. A notice will be sent to the employee that he has reached the maximum hours, if no reply within 2 weeks, the 80 hours will be issued automatically on a separate check.
11. Pay-out options:
  1. Receive cash payment for all hours above the allowed limit.
  2. Make an additional cash contribution to their 401-K Plan.
  3. The employee may request pay in lieu of all accumulated hours over 200.
12. Upon termination, an employee will receive a pay-out of all PTO hours, provided they submitted a four-week notice of resignation. If a resignation is not received within the four-weeks required time limit, the employee will forfeit their PTO time.
13. Accrual of PTO time prior to completion of probation cannot be used or paid out prior to employee completing their probationary period.

PTO pay shall be at the employee's regular straight-time hourly rate in effect at the time of his time off. If an employee wishes his PTO that is used for vacation pay issued on previous payroll period before going on vacation, he must make arrangements for same with the Payroll Office at least ten (10) days prior to the scheduled pay day prior to the employee's scheduled vacation period.

#### **Section 5. Bereavement Leave**

All full and part-time nurses shall be entitled to paid Bereavement Leave for not more than three (3) days in the event of the death of the nurse's spouse, child, parent, brother or sister, or the nurse's spouse's child, parent, brother or sister. As general guiding principles to such paid absence, the following shall apply:

1. The absence for which a nurse may be paid is only paid if the nurse attends the funeral or other recognition or memorial service of the deceased, or otherwise attends to affairs of the deceased necessitated by the death. The parties agree that this leave provision is intended to be used for legitimate purposes as described and shall not be abused.
2. The absence for which a nurse may be paid is limited to those days which she was scheduled to work.
3. The period of pay absence shall not exceed the period of time between the death and funeral of the deceased, when such period is less than the number of days set forth herein.
4. The Hospital may require proof of such death. Any recognized public notice of such death shall be sufficient proof.

#### **Section 6. Overtime**

Overtime shall be paid at one and one-half (1-1/2) times the established rate for all hours worked over eight (8) in a work day, or all consecutive hours over eight (8) in a twenty-four (24) hour period, provided such overtime is directed or authorized by the immediate superior of the nurse. Pay for overtime shall be in increments of one-tenth (0.1) hours and shall commence at eight and four-tenths (8.4) hours after the scheduled starting time. Overtime shall not pyramid. All education hours mandated by the hospital shall be paid hours.



## Section 7. Holidays

1. Recognized Holidays: The Hospital recognizes New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas as holidays. A list of all holidays and the date that they will be observed will be posted in January of each year for that calendar year on a bulletin board mutually agreed to by both parties. The nurses recognize that they must work holidays as Management determines the need and will work such holidays on a rotated schedule. Pay for such holidays shall be in accord with the eligibility requirements set forth in Section 2 of this Article. Coverage of surgery holidays will be done on a rotational basis according to seniority, for each calendar year on a volunteer basis. If no volunteers, holidays will be assigned on a rotational basis according to seniority.
  
2. Eligibility and Pay: All full and part-time nurses working a full work day on any of the recognized holidays, shall be paid two (2) times their base rate of pay, for all hours worked, provided the nurse has worked at least eight (8) hours on the holiday. Full-time nurses not working a full work day on any of the recognized holidays shall be paid their regular rate of pay for that day providing they worked the full work day on their last scheduled day of work prior to the holiday and the full work day on the first scheduled day of work after the holiday. Following probation, part-time nurses will receive two (2) hours of holiday pay, providing they worked the full day on their last scheduled day of work prior to the holiday and the full work day on their first scheduled day of work after the holiday until they have completed one full calendar year of employment. Part-time nurses who worked at least one thousand forty (1,040) hours during the previous calendar year who do not work a full day on any of the recognized holidays shall be paid their regular rate of pay for four (4) hours on the paid holiday providing they worked the full day on their last scheduled day of work prior to the holiday and the full work day on their first scheduled day of work after the holiday. Part-time nurses who worked at least one thousand five hundred twenty (1,520) hours during the previous calendar year, but less than two thousand eighty (2,080) hours during the previous calendar year, who do not work a full day on any of the recognized holidays, shall be paid their regular rate of pay for six (6) hours on the paid holiday, providing they worked the full work day on their last scheduled day of work prior to the holiday and the full work day on the first scheduled day of work after the holiday. Part-time nurses who worked at least two thousand eighty (2,080) hours or more in the previous calendar year, shall be paid their regular rate of pay for eight (8) hours on the paid holiday, providing they worked the full work day on their last scheduled day of work prior to the holiday and the full work day on the first scheduled day of work after the holiday. A nurse who does not work a scheduled day before or after a holiday is ineligible for holiday pay as specified above, unless that absence is due to an illness or emergency necessitating the absence. The Employer may require proof of any illness or emergency.
  
3. Scheduling and Exchange of Holiday Schedules:  
The Hospital will attempt to equalize holiday work schedules among bargaining unit employees by the following method. The Hospital will divide recognized holidays into two approximately equal groups. The Hospital then will assign nurses to one group or the other, recognizing the need for scheduling qualified nurses. The two groups of nurses shall alternate holiday groups (holidays scheduled to be worked) on alternate years. The Hospital shall attempt to maintain the existing schedule by assigning newly-employed nurses to the appropriate holiday group.

4. Birthday Holiday: A nurse's birthday is also recognized as a paid holiday under the following conditions:
  - (a) If a nurse's birthday falls on another holiday recognized in this Section, she shall be entitled to a compensatory day in the same manner set forth in paragraph C of this Section.
  - (b) Nurses shall, at least four (4) weeks in advance of the date on which their birthday falls, given written notification of same to the supervisor responsible for their schedule.
  - (c) A nurse scheduled to work on her birthday will receive a compensatory day off no later than the following pay period provided she has given appropriate written notification.

#### **Section 8. Retirement Plan**

Nurses shall be entitled to membership in the Grand View Hospital Registered Nurses Retirement Plan according to the rules and membership requirements of that plan.

#### **Section 9. Hospitalization, Medical-Surgical Insurance**

The Hospital shall provide single subscriber hospitalization, medical surgical insurance coverage to nurses meeting the following requirements:

1. The nurse must make written application for such coverage within thirty (30) calendar days after the date hired or during the annual re-enrollment period scheduled by the insurance carrier.
2. The nurse must meet all requirements of the insurance carrier.
3. The nurse must have worked an average of at least twenty-eight (28) hours a week during the most recently completed quarterly payroll accounting period previous to the premium due date. If the nurse has not worked an average of at least twenty-eight (28) hours during such quarterly pay period previous to the premium due date, the premium shall be deducted from the pay due the nurse on the premium due date. If the nurse does not have any pay due on the premium due date, she must make personal payment to the Hospital prior to the premium due date if she wishes to continue coverage. Failure to make payment on any premium due date shall automatically cancel such coverage and may not be reinstated until the next annual re-enrollment period scheduled by the insurance carrier.
4. If a nurse desires coverage for eligible members of her family or dependents, she may subscribe for such coverage by meeting the requirements of the insurance carrier.
5. Any eligible Registered Nurse who chooses not to enroll in the Hospital's hospitalization plan shall receive a five hundred dollar (\$500) pay-out per year for each year the employee defers such enrollment. Such five hundred dollar (\$500) pay-out will be paid at the end of each full calendar year of employment if the employee provides proof of alternate health insurance coverage and after applying the five hundred dollars (\$500) toward any patient pay amounts due to Grand View Hospital.

6. The Hospital shall, effective January 1, 1997, include eligible nurses in its Section 125 employee-funded premium only plan.

#### **Section 10. Dental Insurance**

The Hospital shall pay the full premium for single subscriber employee dental insurance for all full and part-time employees who are eligible under the Delta Dental Plan or equivalent described below. The dental insurance will include fifty (50) percent Class A benefits, fifty (50) percent Class B benefits, and fifty (50) percent Class C benefits to a maximum of \$800/person/year. The plan will be administered according to the policies of Delta Dental Plan of Michigan or any equivalent plan as specified for Group 4773-0003.

#### **Section 11. Life Insurance**

The Hospital shall provide a Five Thousand Dollar (\$5000) group life insurance policy to full-time and part-time nurses. The Hospital shall pay the premium for such life insurance for such nurses while they are on personal leave without pay as provided for in Article XII, Section 2. A nurse receiving benefits as provided for in Section 1 of the Article shall be considered as maintaining the category of employment she held at the commencement of her receiving the benefit provided for in Section 1 of this Article.

#### **Section 12. Jury Duty and Court Ordered Appearances**

A full or part-time nurse who has been ordered for court appearance and/or jury duty on a day she has been scheduled for work shall be scheduled for the day shift and shall be permitted the time off necessary to comply with the court order. Such time off shall be considered as time worked and the Hospital shall pay the nurse the difference between the pay for such court ordered services and the wages that would have been earned by the nurse for that time, provided the nurse has notified the Vice President of Nursing in writing as soon as possible prior to the commencement of such services.

#### **Section 13. Health Program**

Health Examinations: Post-offer health screening will be done prior to employment to ensure that new employees possesses the physical capabilities to safely carry out the job, are free from communicable disease, and meet state, federal, and local health requirements.

#### **Section 14. Liability Insurance**

The Hospital shall carry professional liability insurance which covers damages, including death, sustained by any Hospital patient, including outpatients, arising from an error or mistake in (a) rendering or failing to render to such person, or the person inflicting the injury, medical, surgical, dental or nursing treatment, including the furnishing of food and beverages in connection therewith or in (b) furnishing or dispensing drugs or medical, dental or surgical supplies or appliances if the injury occurs after the Hospital has relinquished possession thereof to others, or in (c) handling or performing autopsies on deceased human bodies. The amount of such coverage shall be determined by the Hospital but not less than Two Hundred Fifty Thousand Dollars (\$250,000) per claim and Five Hundred Thousand Dollars

(\$500,000) aggregate and shall be subject to all endorsements, terms or conditions stipulated in the liability insurance policy carried by the Hospital. With respect to such coverage, a nurse shall, as soon as practicable, give written notice to Management of any potential claim. Such notice shall contain particulars sufficient and reasonably obtainable information with respect to time, place and circumstances of the incident, the names and addresses of the potential claimant and of available witnesses. It is understood by all parties that failure to provide such notice may result in no liability coverage with respect to that particular incident.

### **Section 15. Continuing Education Benefits**

Paid educational days for the purpose of attending continuing education programs that are likely to increase the competency of the nurse or otherwise benefit the nurse or the Hospital are allowed as follows:

Full-time nurses upon the completion of a year of consecutive service may utilize for continuing education purposes twenty-four (24) paid educational hours or more in each calendar year following the completion of each year of consecutive service. Paid educational days not utilized during the calendar year in which they are a benefit shall be forfeited.

Part-time nurses upon the completion of a year of consecutive service may utilize for continuing education purposes twelve (12) paid education hours or more in each calendar year following the completion of each year of consecutive service. Paid educational days not utilized during the calendar year in which they are a benefit shall be forfeited.

The Hospital will encourage attendance at continuing education programs sponsored by professional associations or other institutions to the extent of the limits of scheduling and funds available. Nurses may present written requests to the Vice President of Nursing or her designee for a nurse or nurses to attend programs such as those referred to above. Requests for attendance at such programs shall be made in writing as promptly as possible and shall be limited to those which are beneficial to the nurse and the Hospital in meeting their common goal and common responsibility of providing to those persons who need it, nursing care which is adequate and safe.

## **ARTICLE XV - GENERAL CONDITIONS AND TERMS OF AGREEMENT**

### **Section 1. General Conditions**

The Association and Hospital recognize that this Agreement is subject to the Charter provisions of the County of Gogebic and the Constitution and Laws of the United States and the State of Michigan. To the extent that any provisions of the Agreement conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law, or court decision, State or Federal, now in effect or passed in the future.

Any supplementary agreement which is reduced to writing and signed by both parties shall become and be part of this Agreement without changing any other provisions of the Agreement. The Hospital agrees to furnish sufficient copies of the Agreement and any supplements thereto to the Association and the Association agrees to distribute said copies to each professional nurse employed by

the Hospital during the term of this Agreement. The Association agrees to pay fifty percent (50%) of the cost of reproducing this Agreement and any supplements.

## **Section 2. Authority of Negotiating Representatives**

Both parties mutually pledge that the negotiating representatives selected by each shall have such reasonable authority as is necessary to expedient successful negotiations but both parties recognize and agree that no final agreement between the parties may be executed without ratification by the Hospital Board of Directors and by a majority of the nurses within this bargaining unit.

## **Section 3. Re-Opening of Negotiations**

All parties agree that the provisions of this Agreement may become a subject of negotiation during the term of this Agreement only by joint agreement of the parties. A request to re-open negotiations under this Article may be initiated by either party. Requests made by the Association shall be submitted in writing to the CEO and requests made by the Hospital shall be submitted in writing to the Chairperson of the Staff Council. In either case, a response to such a request shall be made in writing within thirty (30) days. Such a request is a proper subject for a Special Conference which is provided for elsewhere in this Agreement. In any negotiations initiated under this provision, neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representative from within or outside the County of Gogebic. In the event the parties reach an impasse in any such negotiations and are unable to reach agreement, both parties agree that the provisions of Act 379 shall be applicable to all parties of the Agreement. Any agreements negotiated shall apply to all members of the bargaining unit and shall be reduced in writing and signed by the authorized representatives of the Hospital and the Association.

## **Section 4. Hospital Policies, Rules and Regulations**

All nurses shall abide by all Hospital policies, rules and regulations. Nurses shall, commensurate with the duties and responsibilities of their position, enforce such policies, rules and regulations with respect to subordinate employees.

## **Section 5. Effective Date and Term of Agreement**

This Agreement shall be effective February 15, 2000, until February 15, 2003. The parties agree that if either party wishes to terminate, modify, or change this Agreement, it shall, at least sixty (60) days prior to February 15, 2003, give written notice of such intent or wish to the other party. If neither party gives written notice to terminate, modify, or change this Agreement at least sixty (60) days prior to February 15, 2003, the Agreement shall remain in effect but shall be subject to termination by either party upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 21<sup>st</sup> day of

MAY, 2000

**GRAND VIEW HOSPITAL**

**MICHIGAN NURSES ASSOCIATION**

Deoy Mannin

Chairman, Board of Directors

David Perlove

David Perlove  
Field Representative

Frederick Bessler

Chief Executive Officer

Wendy M Foryan

Dorothy H. Russell

Vice President of Nursing

Sandra J. Case

## APPENDIX A - WAGE SCALE

<u>Hours</u>	<u>Present</u>	<u>1/15/2001</u>	<u>1/14/2002</u>
	2%	2%	2%
BASE RN	15.38	15.69	16.00
1,040	15.88	16.20	16.52
2,080	16.44	16.77	17.11
4,160	16.88	17.22	17.56
6,240	17.39	17.74	18.09
8,320	17.89	18.25	18.62
10,400	18.45	18.82	19.20
14,560	18.89	19.27	19.66
20,800	19.23	19.61	20.00
24,960	19.51	19.90	20.30
31,200	19.90	20.30	20.71
41,600	20.40	20.81	21.23
Pool Nurse	23.46	23.93	24.41

### CREDITED SERVICE

In regard to new hires, years of service in the most recent five (5) calendar years as a registered professional nurse shall be credited on the salary schedule as follows:

1. Years of service at Grand View or any other hospital approved by the American Hospital Association shall be credited on a 100% basis up to a maximum of five (5) years, i.e., an applicant with five (5) years of such service (the maximum) will commence employment at the 10,400 hours rate.
2. Years of service in non-hospital settings (i.e., long term care, home health) shall be credited on a 50% basis up to a maximum of four (4) years, i.e., an applicant with four (4) years of such service (the maximum) will commence employment at the 8,320 hours rate.

The rate of pay for such service shall not become effective until written verification from the hospital or non-hospital setting is received by the Personnel Officer. Pay for such service will commence at the start of the next pay period following receipt of such verification.

### SHIFT COORDINATOR

Any nurse assigned by the Vice President of Nurses or her designee when acting in the absence of a Supervisor in the capacity of shift coordinator, shall be paid an additional One Dollar (\$1.00) per hour which shall be paid as special pay and will not be pyramided for purposes of holidays or overtime pay. Patient care duties will be assigned to a Shift Coordinator only under unusual circumstances.

### SHIFT PREMIUM RATES

Effective December 19, 1996, for shifts starting at or after 3:00 p.m. but before 11:00 p.m. - Sixty Cents (\$.60) per hour starting hourly rate.

Effective December 19, 1996, for shifts starting at or after 11:00 p.m. but before 7:00 a.m. - a differential of One Dollar and Twenty Cents (\$1.20) per hour will be added to the nurse's base hourly rate.

Effective December 19, 1996, shift premium pay will be paid for hours worked during the premium time periods set forth above, but not for any periods (whether continuous with a premium period or not) worked outside of those time periods.

### **DIFFERENTIALS**

An additional sum of Thirty-Five Cents (\$.35) shall be added to the salary of a registered professional nurse with a Baccalaureate Degree with a major in nursing. An additional sum of Sixty Cents (\$.60) shall be added to the salary of a registered professional nurse with a Masters Degree with a major in nursing.

### **WEEKEND DIFFERENTIAL**

Any nurse who works more than four (4) weekend shifts during one schedule period and has not requested to work for more than four (4) weekend shifts will be paid an additional Sixty (\$.60) per hour for each hour worked during those additionally worked shifts. Normally, nurses shall be scheduled every other weekend unless notified of the change.

### **ON CALL PAY**

For each scheduled work period:

An amount equal to the nurse's hourly rate according to the wage scale for each eight (8) hours or fraction thereof.

"Call Shifts" for call-offs shall be defined as follows:

First Shift shall be 10:00 p.m. to 6:00 a.m.

Second Shift shall be 6:00 a.m. to 2:00 p.m.

Third Shift shall be 2:00 p.m. to 10:00 p.m.

For each unscheduled work period for OR nurses:

An amount equal to two (2) hours of the nurse's hourly rate according to the wage scale for each eight (8) hours or fraction thereof.

### **REPORTING PAY**

Registered Nurses who are "on call" and are called to report for work shall receive one (1) hour pay at one and one-half (1-1/2) times their regular rate as "Reporting Pay" provided, however, that they report for work within one (1) hour of their designated reporting time.

The Hospital agrees to post in each patient room on the wall in view of the patient, a board with the patient's doctor and the person's first name with title (RN, LPN, CNA) that has the direct care of that patient for that shift.



**LETTER OF AGREEMENT  
REGARDING  
SCHEDULING**

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1. Nurses shall work on any shift (once the orientation process is completed), where necessary and when scheduled. Nurses shall not be scheduled to work more than two (2) of the variable eight (8) hour shifts in any one week or more than eight (8) hours in a 24 hour period unless agreeable to the nurse. The nurses recognize that this may require split in 24-hour periods (days) off.
2. Schedules shall be prepared for periods of four (4) weeks and shall coincide with pay periods. Schedules shall normally be posted at least seven (7) days prior to the commencement of that particular schedule.
3. Posted schedules may be changed by the V.P. of Nursing or her designee in consultation with the nurses involved. Except in emergency situations, management will not be responsible for finding replacements for schedule changes once a schedule has been posted. In the event a staff nurse desires to change a posted schedule, it is their responsibility to find an equally qualified nurse as a replacement or to switch shifts. Such changes must be approved by the coordinator.
4. When possible, every attempt will be made to give each nurse every other weekend off.
5. When possible, every attempt will be made to schedule 2 OB nurses and 2 ICU nurses every shift.
6. Nurses will be expected to be cross functional between two (2) general medical-surgical areas and a specialty area (ICU/OB/ER) after completing the orientation process.
  - A nurse with previous clinical experience in a specialty area (ICU/OB/ER) will be given preference to work in that area if at all possible
  - Those nurses working in Perioperative Services will be expected to be cross functional in Ambulatory Care, PACU, and in the O.R.
7. Special written requests for specific schedules during a particular scheduling period. Except in emergency situations, such requests must be presented to the Vice President of Nursing or her designee at least fifteen (15) days prior to the first day of the scheduled four (4) week period. Requests shall specify the reason for same.
8. Unless consulted prior to the posting of a schedule, a regular part-time or temporary nurse shall not be scheduled to work more hours than the nurse has declared in writing as the maximum number of hours she is willing to work.
9. Unless mutually agreed, registered nurses shall be scheduled to rotate from one shift to another no more than four (4) times during a four (4) week schedule period. The registered nurses recognize that this may mean that they will be limited to working two (2) different shifts during a four (4) week schedule period. These shifts will be determined solely by the needs of the Hospital.

AGREED TO THIS 2<sup>ND</sup> DAY OF MAY, 2000

Felicit Serrano      5-2-00  
Date

[Signature]      5/2/00  
Date

[Signature]      5-19-00  
Wendy M Toyman      5-2-00  
Date

[Signature]      5-2-00  
Sandra J Case      5-2-00  
Date

**LETTER OF AGREEMENT  
REGARDING  
12 HOUR SHIFT**

Bargaining unit employees may volunteer to work 12.25 hour shifts. Weekends shall be defined as beginning at 11 p.m. Friday and ending at 7:15 a.m. Monday. Those nurses volunteering to work such 12.25 hour shifts shall be paid at one and one-half (1½) times the established rate for all hours worked over 12.25 hours. As such, those nurses volunteering to work 12.25 hour shifts will not be entitled to overtime for exceeding eight (8) hours as described in, Article XIV, Section 6. In return, the Hospital agrees to pay overtime, with appropriate approval for all hours over 12.25 in a day or 40 hours in a pay period.

1. Pay to all volunteering nurses working the 12.25 hour shifts, additional 60¢ per hour for all hours between 7:00 a.m. and 7:15 p.m.
2. Pay to all volunteering nurses working the 12.25 hour shifts, an additional \$1.20 per hour for all hours worked between 7 p.m. and 7:15 a.m.
3. All volunteering nurses scheduled for a 12.25 hour shift shall be allowed two (2) thirty minute lunch periods or (2) fifteen minute breaks and one thirty (30) minute lunch period. Rest periods and meal times for nursing personnel shall be as assigned in such a manner as to provide the greatest possible coverage of all service at all times.
4. All volunteering nurses working a 12.25 hour shift on any of the recognized holidays shall be paid holiday pay for all hours worked. Nurses not working the holiday will receive a maximum of 8 hours of holiday pay as calculated according to Article XIV, Section 7, Number 2.
5. If a volunteering nurse is called off on their scheduled (12.25) hours shift, they will receive their regular pro-rated holiday pay to a maximum of 8 hours, providing they worked the full work day on their last scheduled day of work prior to the holiday and the full work day on the first scheduled day of work after the holiday. If the nurse works a partial shift, they will be paid holiday pay for hours worked and will be paid the remainder of their regular pro-rated holiday pay to a maximum of 8 hours if entitled to the benefit.
6. Any nurse opting for the 12.25 hour weekend shift may withdraw from the agreement at any time after giving notice two (2) weeks before posting of the next schedule. Nurses desiring to work 12 hour shifts will present a written request to the nursing office. Scheduling will be accommodated when able.
7. If a volunteering nurse is called off on their scheduled 12.25 hour shift, call off will be done according to rotation for a maximum of 8 hours. The nurse will then be put in the call off rotation for the remaining .hours of the shift. When the nurse scheduled 7 a.m.-7 p.m. is called off for 3 p.m.-7 p.m., the partner nurse scheduled 7 p.m.-7 a.m. is automatically called off for 7 p.m.- 11 p.m. if not needed regardless of rotation.

AGREED TO THIS 2<sup>nd</sup> DAY OF May, 2000

Fredrick L. Linder 5/2/00  
Date  
[Signature] 5/2/00  
Date

David Fel 5-19-00  
Wendy M. Taylor 5-2-00  
Date  
Sandra G. Case 5-2-00  
Date

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**LETTER OF AGREEMENT  
REGARDING  
STAFFING**

The Hospital agrees the Nurse Practice Committee meet monthly in the format and spirit of the current Perioperative Services Committee and discuss the staffing in Nursing Services. Nurse staffing will be evaluated on the basis of quality patient care, quality of working conditions and variance from the budget in determining proper staffing levels for the hospital. The Nurse Practice Committee will document its progress through meeting minutes. A copy of the minutes will be forwarded to the Board of Directors at its monthly meeting. A formal report will be given at quarterly intervals to the Board of Directors at their monthly meeting. The quarterly report will be presented to the Board of Directors by the MNA Chapter Chairperson or designee and Vice President of Nursing or designee. It is understood that the progress, results, and recommendations of this committee are not subject to grievance or arbitration. The purpose of this process shall be to develop a nursing staffing policy for adoption by the Grand View Health System Board of Directors.

Fredrick Henderson 5-2-00  
Date

[Signature] 5/2/00  
Date

Taril Fel 5-19-00  
Wendy M. Tapan 5-2-00  
Date

Sandra G. Case 5-2-00  
Date

c:pr/staffing

**LETTER OF AGREEMENT  
REGARDING  
POOL NURSES**

**The Pool Nurse is subject to the following rules:**

1. Minimum requirement - Pool nurses will be available for 2 weekends (2 consecutive shifts each weekend) per 4 week schedule and agree to be scheduled one of the two weekends. If a nurse works a unit which is not open on weekends, the nurse will be available for two shifts per 4 week schedule. It is understood by the employer and the nurse that signing up for shifts is not a guarantee of employment.
2. The Pool Nurse presents the shifts he/she is available to work on the upcoming schedule to the nursing office. This must be done a minimum of four weeks prior to the posting of the schedule. The nurse is responsible for reviewing the posted schedule for actual shifts scheduled.
3. Pool nurses must be available for two holidays per year. The nursing office must be notified of availability to work holidays a minimum of four weeks prior to the posting of the holiday schedule. Pool nurses will be required to be available to work one summer holiday and one winter holiday defined as: Summer: Easter, Memorial Day, July 4<sup>th</sup>, Labor Day - Winter: Thanksgiving, Christmas, New Years
4. The nurse can call or stop by the hospital regularly, giving availability for extra shifts (above and beyond what has been scheduled).
5. There is no limit on the number of hours a nurse can work in a month (as many as are available).
6. Full and part time nurses can change status to pool status if they choose, or request a change from pool status to regular status but only one time per calendar year. Once the change to pool status has been made, all accrued benefits are frozen and are paid at the time of resignation or are reinstated at the time of status change back to full or part time.
7. There are no shift differentials, no weekend differential, and no specialty differentials. The Hospital agrees to pay pool nurses one and one half (1½) times their regular rate for holiday hours.
8. The nurse is subject to all current nursing policies, procedures and requirements for mandatory inservices such as annual fire/back safety, infection control, BLS, and other requirements specific to the unit the nurse works. Unit meeting attendance is not required; review of and signature on unit meeting minutes is required.
9. When staff must stay home during periods of low workload, contract language for low need days will be followed.
10. Once scheduled, the nurse is committed to the hours and must follow policy and procedure for absences, trading and obtaining needed time off after the schedule has been posted.
11. Pool staff are evaluated annually in the same manner as regular staff and must maintain the minimum expected performance of an RN.
12. If the nurse is bumped due to low census, the nurse is not penalized due to insufficient shifts in a four week period.
13. It is preferable that the nurse have at least one year of experience in a hospital setting to be eligible for pool status but each applicant will be considered based on their individual experience.
14. Pool staff are hired on the hospital's regular payroll system and will be paid bi-weekly according to policy. The only benefits afforded the pool staff are: workers compensation, unemployment, the general liability carried on all employees, overtime as required by federal law, and representation by the Michigan Nurses Association.

AGREED TO THIS 2<sup>ND</sup> DAY OF May, 2000

[Signature] 5/2/00  
Date

[Signature] 5/2/00  
Date

[Signature] 5-19-00  
Michigan Nurses Association  
Wendy M Toyam 5-2-00  
Date  
Sandra J Case 5-2-00  
Date

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