

AGREEMENT
BETWEEN

GRATIOT COMMUNITY HOSPITAL

and

GRATIOT COMMUNITY HOSPITAL
REGISTERED NURSES ASSOCIATION

TERM: NOVEMBER 07, 1998

THROUGH: NOVEMBER 07, 2001

Gratiot Community Hospital

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ARTICLE 1

Agreement

An Agreement entered into this November 7, 1998, by and between THE BOARD OF TRUSTEES GRATIOT COMMUNITY HOSPITAL, 300 Warwick Drive, Alma, Michigan, hereinafter referred to as "Hospital", and the GRATIOT COMMUNITY HOSPITAL REGISTERED NURSES ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE 2

Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment for the professional nursing staff represented by the bargaining unit. It is to promote orderly, peaceful and professional relations between the Hospital and the Association. Thus, it is also to serve the needs of the community. The parties recognize that the interests of the community and the job security of the professional employees depends upon the Hospital's success in establishing good and proper services for the community. The parties agree that the total welfare of the patients is of paramount importance. Both parties pledge to devote their wholehearted and best effort to serving the patients of the Hospital.

ARTICLE 3

Recognition

Collective Bargaining Unit - The Hospital hereby recognizes the Association as the exclusive bargaining representative, as defined in Act No. 176, 1939, as amended by Act No. 282, Public Acts of 1965, State of Michigan and Public Law 93-360 of the National Labor Relations Act, effective August 25, 1974, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all employees of the Hospital who are included in the bargaining unit described as follows:

All full time and regular part time Registered Nurses employed by Gratiot Community Hospital, but excluding irregular part time nurses, student employees, all other employees, Health Education Coordinator, Infection Control Coordinator, the Director of Nursing, Assistant Directors of Nursing, and all other supervisors within the meaning of the National Labor Relations Act.

ARTICLE 4

Definitions

Section 1. **Irregular Part Time Nurses** - An irregular part time nurse is a nurse who does not work on a regular schedule and who does not have bid days.

Section 2. **Regular Part Time Nurse** - A regular part time nurse is a nurse with bid hours less than 80 hours per pay period for those working 8 hour shifts and less than 70 hours for those working 10 or 12 hour shifts and who works on a regularly scheduled basis.

Section 3. **Regular Full Time Nurse** - A regular full time nurse is a nurse with bid hours of at least 80 per pay period for those working 8 hour shifts and at least 70 hours per pay period for those working 10 or 12 hour shifts and who works on a regularly scheduled basis.

Section 4. **Probationary Employees** - Registered Nurses shall be deemed a probationary employee for 90 calendar days from the date of hire into a Registered Nurse position. The Hospital may extend the probationary period an additional thirty (30) days to a maximum of one hundred twenty (120) days. The hospital will notify the RNA of such extension.

ARTICLE 5

Management Rights

The management of the Hospital shall have the sole and exclusive right to manage and operate the Hospital, including all of its operations, activities and the direction of its working force of employees, with the right to hire, suspend, discipline, discharge for cause, promote, demote, assign, transfer, layoff, recall or relieve employees from duty for other legitimate reasons and to maintain discipline and efficiency among employees, to decide the number of employees, to establish Hospital policies, rules and regulations, and procedures, to determine the type and scope of services to be furnished to patients and the nature of the facilities to be operated, to establish schedules of operation and to determine the methods, procedures and means of providing services to patients. The Hospital shall also have the right to introduce new or improved working methods or facilities.

The above defined Management Rights shall not be exercised in contravention of any express provision of the Agreement.

ARTICLE 6

Maintenance of Discipline

The success of Gratiot Community Hospital is directly related to the ability and conduct of each and every employee working together for the good of the patient. At all times therefore, employees are required to exercise good technical skills, excellent patient relations and common sense in the performance of their job duties and associations with other employees, Medical Staff, visitors, and patients. The Hospital's intent in providing this procedure is to help employees avoid making repeated mistakes and breaking the standards of conduct. Progressive discipline is used for correction, education and improvement of performance. Discharge occurs when there is not sufficient improvement in performance or behavior, or when the violation is too severe or disruptive in nature to be tolerated.

To achieve this endeavor, the Hospital agrees to provide the Association with a draft copy of changes, additions or modifications of new disciplinary or attendance rules prior to publishing them, and will listen to any input the Association may provide regarding these changes, additions

or modifications prior to publishing them. The parties agree that seeking input does not mean formal negotiations over such rules or their applications. The parties also agree to publish and communicate such rules to all Registered Nurses so they have knowledge and understanding of them and may pro-actively seek to refrain from violating standards.

The disciplinary system will include:

Section 1. Verbal Warning - An employee will generally receive a verbal warning for the first occurrence of unsatisfactory job performance, violation of the Rules of Conduct, Hospital rules, policies or practices. Such warning will be documented and placed in the employee's personnel file.

Section 2. Written Warning - An employee will generally receive a written warning for a second occurrence of unsatisfactory job performance, violation of Hospital rules, policies or practices within a twelve-month period. A written warning may also be given for a first occurrence of unsatisfactory job performance, violation of Hospital rules, policies or practices if, in the judgment of the Hospital, the relevant circumstances indicate a written warning is appropriate. Such written warning will be placed in the employee's personnel file.

Section 3. Suspension - An employee will generally receive a suspension for unsatisfactory job performance, violation of Hospital rules, policies or practices, which occurs within twelve months after a verbal or written warning. An employee may be suspended for the first occurrence of unsatisfactory job performance, violation of Hospital rules, policies or practices if, in the Hospital's judgment, the relevant circumstances indicate that a suspension is appropriate. An employee may also be suspended in contemplated discharges or pending investigation of the employee's conduct giving rise to consideration of disciplinary action.

Beginning immediately with notification of suspension, the employee will be considered off the payroll and no further time or earnings will accrue or accumulate. Should the employee be justifiably reinstated through the grievance procedure or through Administrative action, retroactive pay for all actually scheduled hours missed due to such suspension will be made. The Hospital may suspend an employee from work without pay, not to exceed two (2) weeks, as a means of disciplinary action for violation of those articles which constitute cause, as set forth in Section 4.

Section 4. Dismissal From Employment - An employee may be dismissed for unsatisfactory job performance, violation of Hospital rules, policies or practices, which occurs within twelve months after a suspension.

The Hospital may discharge any employee for cause without prior notice or discipline as set forth in the Hospital's then-existing Employee Handbook.

Section 5. Employees have the right to the presence of a union representative at a meeting under this Article, if the employee so requests.

Section 6. When compounding progressive discipline, the Hospital will discipline the employee at the next higher step of discipline that the employee had reached in the immediately preceding twelve-month (12) period. If no disciplinary actions were issued within the preceding twelve-month period from the date of the most recent infraction, the Hospital will not consider previous discipline when formulating the level of progressive discipline for the most recent infraction.

ARTICLE 7

No Strike - No Lockout

It is recognized that the needs for care and proper treatment of patients in the Hospital are of paramount importance, and that there should be no interference in such care and treatment. Adequate procedure having been provided for the equitable settlement of grievances arising from this Agreement, the Association agrees that there will be no suspension of work through strikes, picketing, slowdown, refusal to handle or take care of any patients, or other activities that may disturb or interfere with welfare of patients. The Hospital agrees not to lockout the employees.

The Hospital shall have the right to discipline or discharge any employee who violates this Article and the Association agrees not to oppose such action. It is understood, however, that the Association shall have the recourse to the grievance procedure on any action taken by the Hospital as a result of an alleged violation hereof, provided, however, if arbitration is involved, the arbitrator shall be limited to the questions of whether the employee did or did not violate this Article.

ARTICLE 8

Association Security, Agency Shop, Dues and Checkoff

All present employees on the payroll of the Hospital covered by this Agreement who are members of the Association on the effective date of this Agreement or who become members thereafter, shall, as a condition of continued employment, maintain their membership in the Association for the duration of this Agreement. All present employees, who are not members of the Association and all future employees, upon completion of their probationary period, must either become members of the Association or pay to the Association a sum equivalent to the uniform dues levied by the Association for membership.

Any employee who is a member of and adheres to the established and traditional tenets or teaching of a bona fide religious body or sect historically opposed to the support of a labor organization may direct that contribution paid under this Article to be contributed to not-for-profit organizations classified as tax exempt in accordance with 501(c)(3) of the Internal Revenue Code however, this may not be a contribution to the church or organization claimed as the basis for the exercise of this right. It shall be the responsibility of the Association to determine that the circumstances of this provision have been properly met for those nurses who seek such status in accordance with 501(c)(3).

All such employees shall, as a condition of continued employment, maintain their membership in the Association or continue such equivalent payments for the duration of this Agreement.

Upon the employment of a new nurse, the Hospital will furnish to the Association, in a timely fashion, that employee's name, classification, shift and rate of pay, together with that employee's most current mailing address and telephone number, if that is available. Prior to the completion of the probationary period, the Association will request the employee to sign an authorization card for checkoff of dues, service fees, sums equivalent to dues and initiation fees.

It is understood that the Association will provide an explanation of this matter during the course of the orientation program for each newly employed nurse. The Hospital will inform the Association of the appropriate time and place during the orientation program for this presentation.

It is understood that the Hospital and the Association will jointly provide a presentation to new RNs concerning the direction of the labor/management working relationship.

The Hospital agrees to deduct from the salaries of nurses, dues, service fees, sums equivalent to uniform dues, and initiation fees, and transmit these sums to the Gratiot Community Hospital Registered Nurses Association on a monthly basis. These sums shall be sent to the treasurer of the Association under procedures established by the Hospital.

The Association shall refund to employees dues erroneously deducted by the Hospital and paid to the Association.

All authorizations filed with the Human Resources Office after the first (1st) pay period of the month shall become effective the following month. Payroll deductions shall commence the second (2nd) pay day of the month.

Authorizations once filed with the Human Resources Office shall be irrevocable for a period of one (1) year or until the termination of the Agreement between the Hospital and the Association, (including any extension, renewals, or modifications thereof, or any new Agreement between the Hospital and the Association), whichever occurs sooner, and such authorization shall be automatically renewed for successive periods of one (1) year.

Sums collected for the Association shall be deducted together in twelve (12) monthly installments. Appropriate adjustments shall be made for any nurse not receiving a paycheck while on leave or layoff. It is the Association's responsibility to notify the Human Resources Department of any said adjustments in accordance with the Association's by-laws.

The Association shall, thirty (30) days prior to July 1 of each year, give written notification to the Vice President of Human Resources of the amount of the annual dues or other sums which are to be deducted. The amount of such deductions shall not be subject to change during the entire fiscal year, except for one (1) mid-year adjustment upon the Association providing the Vice President of Human Resources with thirty (30) days notice of such change.

The Association shall hold the Hospital harmless for any and all claims that may be asserted

against the Hospital as the result of any dues deductions or sums equivalent to uniform dues made pursuant to this Agreement.

ARTICLE 9

Representation

The Hospital recognizes the named persons submitted under paragraph 3 as the exclusive representatives of the Association in the administration of the provisions of this Agreement.

Bargaining Unit members who serve as Association officers or committee members, or alternates, shall not suffer loss of pay during their scheduled hours of work for necessary and reasonable time spent by such member engaged in the investigation or processing of grievances. The member shall first notify and obtain permission to leave the assigned work from the member's immediate supervisor and shall later report in when the representation duties are concluded. This Article shall not apply to more than one (1) bargaining unit member on a particular shift when engaged in processing the same grievance.

The names of the Association officers, outside labor representatives, committee members and their alternates shall be certified in writing by the Association to the Hospital in advance of their functioning as such.

ARTICLE 10

Access by Association Representatives

Association representatives, after first obtaining permission from the Hospital's Vice President of Human Resources, the Chief Operating Officer or the Administrator On-Call, may visit the working areas of the Hospital where the nurses they represent are located for the purpose of representing such employees in the investigation of grievances, at reasonable intervals during working hours, provided that such visits shall be conducted in a professional manner and the Association representatives shall avoid neglect, disturbances or other interference with patients' care or comfort or employee work.

ARTICLE 11
Association Leave

Members of the Association selected or elected to attend a function of the Association, such as conventions or educational conferences, will be allowed time off provided reasonable notice is given and the personnel requirements of the Hospital can be met as determined by the Chief Operating Officer.

ARTICLE 12
Role of the Nurse

Section 1. **Common Responsibility** - The Hospital, as a community institution, and the Registered Nurse share the common responsibility of providing to the citizens nursing care which is safe, adequate and reflective of the profession of the Registered Nurses.

Section 2. **Nursing Care** - The Hospital recognizes that Registered Nurses are responsible for the direct and/or indirect total nursing care of the patients during working hours.

Section 3. **Work Directive** - The parties agree that the Registered Nurse shall have authority, subordinate to the nurse in charge, Nurse Manager and Shift Manager, for directing the work of the auxiliary personnel, licensed practical nurses, aides, technicians, clerks and other personnel in the nursing department.

Section 4. **Emergency Situations** - The parties agree that the Registered Nurse will, in emergency situations, take immediate action for the care and safety of the patient. By virtue of the Hospital's unique responsibility to the community, emergency situations may require that Registered Nurses perform duties outside their normal activities.

Section 5. **Auxiliary Services** - The parties agree that certain required auxiliary services which are necessary for providing total patient care, but not necessarily involved in the practice of nursing, are routinely assigned to other facility employees. Such activities include the delivery of meals, housekeeping after patient discharge, cleaning service rooms of the unit, dispensing and

delivery of drugs to a unit and the ordering of floor supplies. It is recognized however that, in the provision of total patient care, occasions arise when these activities must necessarily be performed by the Registered Nurse.

Section 6. Definitions of Functions - The Hospital will make every reasonable effort to implement the above definitions of functions and responsibilities so that maximum utilization can be made of the Registered Nurse's training and competency.

Section 7. Analysis of Assigned R.N.'s - The Hospital, in accordance with this Agreement, will analyze and assign nursing duties, activities and responsibilities to assure that the professional skills, talents, abilities and capacities of nursing personnel are being utilized at a high level and to the full extent for optimum patient care. This analysis will consider to the appropriate extent the problems of the nursing profession, the problems of Hospital management and will put central emphasis on the needs of the patients and the community.

ARTICLE 13

Staffing

In as much as the mission of Gratiot Community Hospital is to provide the highest quality health care services for the benefit of the communities it serves, and given the paramount importance of the total welfare of the patients, the Hospital recognizes the need for assigning a sufficient number of nurses and other employees to a nursing unit to provide efficient and qualified nursing care.

The Hospital has established criteria and guidelines for each service unit to determine the need for nursing services.

In the event the criteria and guidelines are considered for change, a special conference will be called to discuss the proposed changes.

ARTICLE 14

Staff Development and Educational Meetings

Within the limits of scheduling and funds available, the Hospital will encourage attendance by Nurses at educational meetings where attendance is likely to increase the competency or otherwise benefit a nurse in professional capacity and hence, benefit the Hospital.

The Association shall periodically make recommendations to the Hospital's Chief Operating Officer or designee, regarding education meetings where attendance by nurses is desirable and may submit names of persons who might attend.

In the discretion of the Hospital's Chief Operating Officer or designee, Nurses may be given time off without loss of pay to attend such educational meetings and within the limitations of the Hospital's funds for employee's attendance at the professional meetings, may also be reimbursed for out-of-pocket expenses incurred in such attendance.

The Hospital will establish and maintain a record of educational meetings attended by each nurse. Documentation of attendance at meetings outside the Hospital shall be submitted by the individual nurse. This record will be part of the employee's personnel folder and will be made available for examination by the employee.

A nurse who has received financial support for attendance at an educational meeting, conference or seminar, will share the information, if requested, in some manner with colleagues.

ARTICLE 15

Orientation

The Hospital and the Association jointly recognize the need for an orientation program for new and current employees sufficient to impart the necessary skills and experience to safely perform assigned duties. The Association agrees to cooperate fully with the Hospital orientation program for nurses. Orientation shall be assigned by the Chief Operating Officer or designee and may include classroom time and co-assigned work under the direction of a qualified

health professional. Nurses shall be assigned duties which are consistent with the scope of their education and training, work experience, and orientation.

Members of the Association may meet with nursing administration as mutually agreed upon to discuss the content of the orientation programs and make suggestions relative to the content of the program.

ARTICLE 16

Evaluation

It is understood that the Hospital has primary responsibility for providing competent supervision and evaluation procedures. In addition, the parties recognize that an evaluation is a requirement of JCAHO.

The Registered Nurse will be evaluated based on her/his level of success in meeting the standards of the job as stipulated in the criteria based job description applicable to the position held by the Registered Nurse.

Nurses shall acknowledge such evaluation by signature; however, such signature will imply neither agreement nor disagreement with evaluation. Upon request, a copy of such evaluation shall be given to the nurse at the time the evaluations are made.

If a nurse is in disagreement with the evaluation, the nurse may provide a written dissenting opinion which will be filed with the evaluation.

Evaluations shall not be used to withhold or delay any wage or benefit provision.

ARTICLE 17
Vacancies and Transfers

When job openings occur, employees shall be permitted to indicate a desire to be considered for vacancies in the following manner:

- A. A job will be considered vacant when it is a newly created job or when the employee holding the job has quit, is discharged, retired, or transferred and the need to fill the position continues as determined by the Hospital.
- B. A vacancy will be posted for seven (7) calendar days. First consideration will be given to employees working within the Unit in which the vacancy exists; however, the Hospital may consider any individual currently employed by the Hospital who meets the requirements as set forth on the job posting. The Hospital has the right to select the most qualified candidate based on skills, qualifications, attendance, disciplinary record and prior evaluations. Bargaining Unit Seniority will control only when two or more candidates are judged equal with regard to these selection criteria. Individuals who are not presently employed by the Hospital may be hired when there is no qualified internal candidate.
- C. When an employee is assigned to a position, as a result of successfully applying for same, the Hospital has no obligation to consider a new application from the employee until serving one year in that position.

ARTICLE 18
Resignations

At least two (2) weeks written notice of resignation of employment shall be given by Registered Nurses. A nurse who has provided written notice shall be expected to work a regular schedule for the duration of the notice provided that the nurse is not at that time on sick leave, or other leave. Failure to do so may result in the loss of payment for accrued vacation and holiday benefit.

ARTICLE 19

Seniority

Section 1. Seniority among nurses shall be comprised of two (2) categories: (1) Hospital seniority, and (2) Bargaining Unit seniority.

Hospital Seniority is defined as the length of time an employee has been continuously employed by the Hospital in any capacity, i.e., since the last date of hire subject to the probationary period. Upon expiration of the probationary period, the seniority shall be retroactive to said last date of hire. Hospital seniority shall apply in the determination of amount of vacation, holiday, sick leave, and other fringe benefits.

Bargaining Unit Seniority is defined as the length of time an employee has been employed by the Hospital as a nurse in this bargaining unit, after completion of the probation period. Upon completion of such probationary period, seniority shall be retroactive to the date the nurse was most recently employed as a member of this bargaining unit. Bargaining Unit Seniority shall apply to determine scheduling of vacation, layoffs and recalls and in determining placement on the schedule of wages. When two or more nurses have the same bargaining unit seniority date, seniority order shall be determined by the employee's hospital seniority and then by the last four digits of the nurse's social security number. The highest number will be most senior.

Section 2. Loss of Seniority. An employee shall lose Hospital seniority, job seniority and employment with the Hospital for the following reasons:

- a. Termination.
- b. Discharge and the discharge is not reversed through the procedure set forth in this Agreement.
- c. Failure to return to work when recalled from layoff.
- d. Acceptance of other employment while on leave of absence.
- e. Failure to return to work from an approved leave of absence.
- g. If layoff reaches the same length as the employee's period of seniority or six (6) months, whichever is shorter.

ARTICLE 20
Layoff & Recall

Section 1. Layoff

- a. The word "layoff" means a temporary reduction in the working force not to exceed six (6) months.
- b. In the event it becomes necessary for layoff, the Hospital shall meet with the proper Association representatives prior to the effective date of layoff. At such meeting, the Hospital shall submit a list of the number of employees scheduled for layoff, their names, hospital seniority, bargaining unit seniority, job titles and work locations. Then, those employees scheduled for layoff shall also be notified. The Hospital may then proceed with the implementation of the layoffs.
- c. Employees to be laid off will receive at least five (5) calendar days prior notice or pay in lieu of notice.
- d. A layoff will be accomplished by the Hospital on the basis of bargaining unit seniority and employee skill and ability. In case of ties, the employee with less hospital seniority will be laid off first.
- e. Hospital and bargaining unit seniority will not accumulate while an employee is on layoff.

Section 2. Recall.

- a. If the work force is increased after a layoff, employees will be recalled in the reverse order of layoff, provided that the employees recalled are qualified to do the job for which they are recalled. Qualified means the nurse can perform the duties of the position with an orientation period not to exceed three (3) days.
- b. Employees with Hospital seniority shall retain the right to be recalled to a position for which they are qualified within a period not to exceed six (6) months from the date of layoff.
- c. If an employee declines an offer of recall to a position with the same number of hours and equivalent pay rate to the position from which the employee was laid off, the employee will be considered as having resigned

without proper notice. If an employee declines an offer of recall to other positions, the employee will be considered as having resigned with notice.

Section 3. The parties to this agreement herein agree that through Quarterly Meetings the parties may jointly develop a layoff article which will amend and/or succeed the current layoff language. It is further agreed that the parties will give consideration to matters of competence, unit structures and seniority.

Section 4. Staff Reduction Days/Hours. In the event it is necessary to reduce staffing on a short-term, temporary basis, other than a layoff as described in this Article, the Hospital may assign nurses staff reduction days/hours as may be appropriate. Such voluntary staff reduction days/hours will be granted based on bargaining unit seniority. During the course of a shift, when voluntary staff reduction occurs, it shall be done on a per unit basis. Mandatory staff reduction days will be assigned based on bargaining unit seniority, in inverse order, on a rotating basis, and on a per unit basis. Mandatory staff reduction hours may be assigned to terminate a shift. Employees who receive a staff reduction may be placed on call for the balance of their scheduled shift at the option of the nurse manager.

ARTICLE 21

Grievance Procedure

Section 1. Statement of Purpose - The parties intend that the Grievance Procedure shall serve as a means for the peaceful settlement of disputes concerning this Agreement.

The parties to this Agreement shall make copies available to each other, upon request, of any relevant information for the processing and/or adjustment of grievances.

The parties seek to secure, at the earliest time possible, equitable solutions to complaints or grievances. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

Section 2. Definitions - A "grievance" is a complaint alleging that there has been a violation of a provision of the Agreement which has been submitted within ten (10) days of the date of the occurrence of the event on which the grievance is based or within ten (10) days of the date the employee reasonably could have known of the event on which the grievance is based.

The term "days" in this Article shall mean calendar days excluding Saturday, Sunday and holidays.

"Grievant" refers to the party filing the complaint who may be one (1) member, a group of members or the Association itself. "Association representative" refers to a member of the Association having the authority to process grievances and/or outside representatives of the Association.

Specified time limits are to be considered as maximum but may be extended by mutual agreement. Any grievance not answered by the Hospital within the time limit shall be moved to the next step. Failure on the part of the grievant to meet a time limit shall be deemed to be acceptance of the Hospital's last answer.

When the Association is the grievant, the grievance shall be initiated by submitting it in writing to the Chief Operating Officer within the ten (10) day time limit expressed under paragraph 1 of Step One. Such Association grievances shall be entered at Step Two of the grievance procedure.

Section 3. Step One - Initiating a Grievance - A nurse with a grievance shall first discuss the matter with the appropriate Nurse Manager for possible resolution no later than ten (10) days from the date of the occurrence of the event upon which the grievance is based and no later than ten (10) days from the date the employee reasonably could have known of the event on which the grievance is based. The nurse shall have the right to have an Association Representative present at such discussion if she/he so requests. The Nurse Manager shall respond verbally within five (5) days from the date the matter was first discussed with the grievant.

If the response of the Nurse Manager does not resolve the matter, the complaint may proceed to Step 2.

Section 4. Step Two. Any grievance remaining unresolved at the conclusion of Step One may be submitted in writing by the grievant to the Chief Operating Officer or designee within seven (7) days of the receipt of the verbal response given under Step One. The Chief Operating Officer and Association representative shall hold a meeting within seven (7) days from the receipt of the written grievance. The meeting shall be attended by the Chief Operating Officer or designee and Association representative or designee plus other appropriate management person(s), the grievant(s), Association representative(s), and any other persons mutually deemed appropriate and who have information bearing on the matter. The purpose of the meeting is to review the issue and attempt resolution.

The Chief Operating Officer or designee shall send a written response to the Association within five (5) days of this meeting.

Section 5. Step Three - Any grievance remaining unresolved at the conclusion of Step Two may be submitted in writing by the grievant to the Vice President of Human Resources or designee within ten (10) days of the receipt of the written response given under Step Two.

The Vice President of Human Resources or designee and Association representative shall hold a meeting within ten (10) days of receipt of the written grievance. The Association may designate one (1) individual to attend the meeting as an Association representative. Outside representatives of the Association may also attend this meeting with prior notice to the Vice President of Human Resources. Other management people may attend this meeting, if desired by the Vice President of Human Resources or designee.

The purpose of the meeting shall be to attempt resolution and to review the areas of disagreement. The Vice President of Human Resources shall give a response in writing within ten (10) days of this meeting.

A grievance may be withdrawn by the grievant at any time. Once withdrawn the matter may not again become the subject of a grievance under this provision.

Section 6. Step Four - Arbitration - The Association has sole authority to determine if a grievance will proceed to the Arbitration step. The Association shall notify the Vice President

of Human Resources or designee within ten (10) days of the Step Three response if it elects to refer the grievance to arbitration and shall simultaneously provide the Hospital a copy of the Demand for Arbitration.

The Association and the Hospital shall attempt to select an arbitrator by mutual agreement. If an arbitrator cannot be selected by mutual agreement, the Association shall request an arbitration panel from the Federal Mediation and Conciliation Service (FMCS). The parties will follow the rules of the FMCS in the selection of the arbitrator. The Procedures of FMCS shall apply to Step Four grievances.

The Arbitrator shall have no jurisdiction or authority to add to, subtract from, nullify, or modify any of the terms of this Agreement. Any question or matter outside of this Agreement shall not be the subject of arbitration.

The decision of the Arbitrator shall be final and binding upon the parties when rendered upon a matter within the authority of the Arbitrator.

Unless it is mutually agreed to otherwise, each grievance shall be handled as a separate hearing, except that grievances arising out of identical sets of facts or the same incidents may, by mutual agreement, be heard together.

The cost and expense of the Arbitrator as a result of the arbitration hearing shall be borne equally by the parties. All other expenses incurred by either party shall be paid by the party incurring such expenses.

ARTICLE 22

Leave of Absence

Section 1. A leave of absence is defined as a formally approved period of time off work without pay. A leave of absence will not exceed twelve months from the last active date of work or the last date of a leave under the Family Medical Leave Act (FMLA) where such leave has been taken except for Military leaves and Worker's Compensation leaves.

The employer agrees to adhere to the Family and Medical Leave Act of 1993 and its regulations for all eligible employees in the bargaining unit. Eligible employees who have completed at least twelve months of service and have worked 1,250 hours or more during the preceding 12 months are eligible to take a medical leave of absence under the federal FMLA. Eligible employees may take up to twelve (12) weeks of leave for the birth or an adoption of a child, the placement of a foster child, the physical or psychological care of a seriously ill parent, spouse, child or the care of your own serious physical or psychological condition (as defined by the Act) in a rolling twelve month period. At the end of a FMLA leave, the employee will be returned to the same position, with equivalent pay, benefits and other employment terms and conditions.

The employer agrees, if requested by the employee, that it will pay the full cost of the employee's portion of the health insurance premium during any leave under the FMLA. Employees who return from FMLA will repay the employees portion of the health insurance premium as provided elsewhere in this labor agreement within a twelve month period through payroll deduction of equal amounts which in total equal the contribution amount. In the event the employee terminates prior to repaying their deferred health insurance premium in accordance to the above terms, the Hospital will withhold any remaining balance from the employees final paycheck. In addition, if there is any remaining balance, it will be billed.

Accrued PTO or sick time must be used during the time period beginning on the first day of the leave of absence through thirty (30) days. Commencing on the 31st day, employees may, under the terms of the Sickness and Accident benefit, be entitled to Sickness and Accident benefits as defined per the contract.

Employees continue to be financially responsible for any employee benefits which require co-pays or deductibles as if the employee were still working.

Section 2. A leave of absence may be granted to a full-time or regular part-time employee who has successfully completed the initial probationary period and who has been actively and continuously employed for six months, except for leaves for military service (as prescribed by Federal statutes) or for disabilities which have entitled an employee to Worker's Compensation benefits. An employee may be denied a leave of absence (except military or worker's compensation) due to departmental operational needs, unsatisfactory job performance, receipt of

a disciplinary action at the suspension level within ninety (90) days of the application for leave, or if the employee has been granted one other leave during the preceding twelve months.

Section 3. An employee wishing to be granted a leave of absence must complete and submit the required documents at least one month in advance of the beginning of the leave, unless it is not possible to do so. The application is submitted to the employee's immediate supervisor for processing. The approvals of the Nurse Manager and Vice President of Human Resources are required before a leave is considered to have been authorized. Except in unusual circumstances, an application for a leave must be submitted before the start of the leave. An approval or a denial of an application for a leave will be communicated to the employee in writing.

Section 4. An application for an extension of a leave must be in writing and must receive the approval of the Nurse Manager, Chief Operating Officer, and Vice President of Human Resources before being authorized. An extension request must be submitted at least fourteen (14) calendar days prior to the end of the leave. Extensions will not normally exceed thirty (30) calendar days and in no event will an extension be approved if the total leave of absence period would exceed one year. An approval or denial of an application for an extension will be communicated to the employee in writing.

Section 5. Except for military and jury duty leave, employees will not be entitled to a leave of absence unless and until they have used all their vacation days and, in the case of a medical leave, the employee must also use all accrued sick days. If an employee returns from an approved leave within twelve (12) weeks of the first day of the leave, the employee will be returned to his/her former position. If the employee returns after twelve (12) weeks, he/she will be returned to his/her former position if available or to a comparable position, if available. If no such positions are available, the employee will be placed on layoff status under Article 20.

Section 6. Medical Leave. Approval may be granted if acceptable evidence of the extended nature of the disability (i.e. a physician's statement) is properly submitted. The period of actual disability varies from person to person, and will be determined based on written physician's recommendations.

The employee shall furnish such medical evidence from time to time as is reasonably requested

by the Hospital. Failure to furnish such medical evidence will result in the termination of the employee's employment. Before an employee on a medical leave may return to work, the employee must present a doctor's certificate stating that the employee is physically able to return to the employee's regular job and fully perform its duties and responsibilities. All such certifications or other reports from the treating physician will be subject to acceptance by the physician chosen by the Hospital. The Hospital reserves the right to have an employee examined by a physician selected by the Hospital in connection with a medical or disability leave which has been or may be granted. In the event a dispute arises between the employee's personal physician and the physician selected by the Hospital, an impartial third opinion will be sought by a physician agreeable to both parties who has no direct relationship with the Hospital or employee. The opinion of this physician shall be binding on both parties.

Section 7. Personal Leave. An eligible employee may be granted a personal leave of absence at the discretion of the Hospital.

Requests for personal leaves must be filed thirty (30) days in advance except in emergency circumstances. A personal leave of absence will not be approved for a period in excess of thirty (30) days. However, employees may request a thirty (30) day extension prior to the end of their approved personal leave.

Section 8. Education Leave. An employee may apply for an educational leave if the employee personally enrolls in an accredited secondary school, college, or university as a full-time student (twelve credit hours or more).

Section 9. Military Service Leave. A nurse who serves in the military service of the United States of America, including the Reserves and National Guard, shall receive all the benefits due them in accordance with the applicable Federal and State statutes.

Section 10. Child Care Leave - It is understood that such leave is not an extension of medical leave or taken as such. Child care leaves of absence are available to one spouse only, for up to a maximum of sixteen (16) weeks from date of delivery or from date of adoptions. This will run concurrently with available FMLA leave. Seniority shall be retained but not accumulated during such leave.

Section 11. Bereavement Leave - Bereavement leave of absence, paid at base rate of pay, will be granted for up to three (3) scheduled work days for the death of a member of a full time employee's immediate family. For purposes of this section, the immediate family will be defined as spouse, child, father, mother, step parent, and step child. Bereavement leave of absence, paid at base rate of pay, will be granted for up to two (2) scheduled work days for the death of a member of a full-time employee's less immediate family. For the purposes of this section, the less immediate family will be defined as grandmother, grandfather, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, grandmother-in-law, father-in-law, grandfather-in-law, son-in-law, and daughter-in-law.

Bereavement leave of absence, paid at base rate of pay, will be granted for up to two (2) scheduled work days for the death of a member of a part time employee's immediate family (for the relationship listed above) and up to one (1) scheduled work day for the death of a member of a part time employee's less immediate family (for the relationship listed above).

Employees are eligible to use their bereavement leave within a period not to exceed five (5) calendar days. These five (5) calendar days begin with the date of death. Employees will be granted bereavement pay (as described above) only for the actual number of scheduled work days not worked.

Employees are to submit an Absence Request Form for bereavement pay and must indicate on the form the relationship of the deceased, and date of death.

Section 12. Bereavement Leave Extension. Bereavement Leave extension will be granted up to fourteen (14) unpaid calendar days for death of spouse or child. However, the employee may elect to use PTO or vacation time. This leave shall commence immediately following the paid benefit provided in this contract.

ARTICLE 23

Special Conference

Special conferences for important matters of general concern will be arranged between the President of the Association and the Vice President of Human Resources of the Hospital upon a request of either party. Such meetings shall be between the President of the Association or a designee and such other representatives as may be determined, and the Vice President of Human Resources of the Hospital or a designee and such other representatives as may be determined. Representatives here refers to management employees of the Hospital and to members of the Association and the employed representatives of the Association. Other persons may be invited to attend special conferences through mutual agreement. Such conferences shall be arranged within ten (10) days of the request unless extended by mutual agreement.

Special conferences shall not substitute for either the grievance or negotiations process and attendance at such a conference does not waive either parties' respective rights to such under this Agreement.

Association representatives, who are employees of the Hospital, shall be paid for time lost from work spent in special conferences.

The Association representatives may meet at a place designated by the Hospital on Hospital property, for at most one-half (½) hour immediately preceding the special conference.

ARTICLE 24

Mailbox, Bulletin Board, and Communications

Section 1. Bulletin Boards - The Hospital agrees to make available a Hospital-owned bulletin board at a place where nurses may observe posted notices. Posted notices on the bulletin board shall be confined to matters appropriate to the Association's representatives status, or matters involving wages, hours, and working conditions, or involving the Association's interest in the nursing profession and shall be acceptable to the Hospital.

Section 2. Communications and Mail Service - The Association shall receive non-confidential, non-managerial statements, communications, letters and the like, initiated by the Hospital, which are related or relevant to nursing service and/or to Bargaining Unit members. Such materials shall be sent to the President of the Association through the inter-office mail.

ARTICLE 25

Nursing Service Areas

Nursing Service Areas in the Hospital are: Ambulatory Care, Cardiac Rehabilitation, Emergency, Hemodialysis, Home Care, Hospice, Intensive Care/Coronary Care, Medical, Medical Rehabilitation, Obstetrics and Newborn, Pediatrics, Pine River Recovery Center, Psychiatric, Pulmonary Conditioning, Surgical (Operating Room, Recovery Room, Day Surgery, Pre-Admission Testing, Post Surgical), Walk-In Clinic and others that will be identified at the Quarterly Meetings.

The Hospital retains the right to reorganize Nursing Services and re-evaluate nurse staffing. Should such developments occur, the Hospital will keep the Association informed.

ARTICLE 26

Jury Duty

An employee who is summoned and reports for jury duty as described by law shall be paid the difference between the jury duty fee which is received for such services and the employee's then current base rate which would have been received for scheduled working time actually lost due to such jury duty.

The Hospital will require proof of such service rendered to the court and the amount of compensation received from the court. If excused from jury duty, the employee will be expected to report for work if they can give at least two (2) hours working service. Failure to return to work will result in loss of pay for the time involved.

Afternoon and night shift nurses who are summoned and report for jury duty shall be re-scheduled to the day shift for the duration of said jury duty.

ARTICLE 27

Military Service Leave

A nurse who serves in the military service of the United States of America, including the Reserves and National Guard, shall receive all the benefits due them in accordance with the applicable Federal and State statutes.

Nurses who are called to serve more than two (2) consecutive days of Reserve or National Guard duty shall be required to provide sixty (60) days notice of such duty except in the case of civil or national emergency.

ARTICLE 28

Subpoena Appearance

An employee who is subpoenaed to court on behalf of the Hospital in a proceeding in which the Hospital is one of the parties involved, shall be paid the difference between the witness fee and the employee's then current base rate of pay for the time spent in such court proceedings.

If such court appearance occurs during hours when the employee is not scheduled for work, the employee will be paid at base rate, exclusive of any premiums, for time spent in court or be given compensatory time off for such time. Compensatory time off must be scheduled at a time mutually agreeable to the employee and the Chief Operating Officer, or designee, within thirty (30) days, subsequent to said court appearance.

The Hospital shall reimburse employees for travel expenses which are not reimbursed by the court and are incurred as a direct result of being required to participate in such judicial matters.

ARTICLE 29
Continuing Education

The Chief Operating Officer shall budget an appropriate equitable allocation for use by Registered Nurses. The Chief Operating Officer will provide information on continuing education at a suitable TSB meeting.

ARTICLE 30
Shift Arrangements and Scheduling

It is recognized by the Association and the Hospital that the care and welfare of patients requires service on a seven (7) day week, twenty-four (24) hour a day basis.

Section 1. Pay Period - The normal pay period shall be a consecutive fourteen (14) day period starting at 0001 (12:01A.M.) on Sunday.

Section 2. Shift Arrangements- Work shifts generally consist of eight and one half (8 1/2), ten and one half (10 1/2) and twelve and one half (12 1/2) consecutive hours or a combination thereof to provide for either full or part time employment. The Hospital may, in its discretion, establish additional alternative shifts. When such alternatives are planned, the parties will meet in a special conference to discuss arrangements. Nurses, when required, shall be expected to give report before changing the shift. The Hospital shall post the schedules of work at least ten (10) days in advance, but this shall not restrict the Hospital in adjusting the schedule with less notice when service requirements of the Hospital necessitate a change. The Hospital will first attempt to adjust the schedule by mutual agreement between the Hospital and the nurse. In the Home Care Unit, on a day-to-day basis, the various shifts may not be in consecutive hours if there has been a determination by management of a need in patient care arrangements and where the nurse assigned to the case(s) agrees to nonconsecutive shift hours, i.e. split shift.

Section 3. Work Weeks - The work week for an eight and one half (8 1/2) hour shift begins at 0001 (12:01 a.m.) Sunday consistent with the pay period. For shifts beginning

before 0001 (12:01 a.m.) Sunday, the entire shift will be recognized in the day in which the shift started.

The work week(s) for ten and one half (10 1/2) hour shifts is individually arranged for each employee to provide for a seven day period beginning and ending at a specified day and time. This is classified as a forty hour work week.

The work week(s) for twelve and one half (12 1/2) hour shifts is individually arranged for each employee to provide for a seven day period beginning and ending at a specified day and time. This is classified as a forty hour work week.

Section 4. Meal and Rest Periods - Each eight and one-half (8 ½) hour shift includes a thirty (30) minute unpaid meal period and a fifteen (15) minute paid rest period. In addition to the above, employees working ten (10) and twelve (12) hour shifts will receive an additional fifteen (15) minute rest period in the second half of the shift. An employee is not entitled to pay, nor is the Hospital subject to penalty, if a rest period is missed. If an employee is unable to take the meal period, it will be paid as time worked as authorized by the Nurse Manager.

Section 5. Shifts and Starting Times - For purpose of this Agreement, shifts and starting times are defined on the job requisitions for each bid position.

Section 6. Shift Rotation - The Hospital maintains the right to temporarily reassign nurses from one shift and/or one unit to another. Prior to making such temporary assignments, qualified volunteers will be solicited. A nurse rotated to another shift will remain on that shift for a period not to exceed two (2) weeks unless previously agreed between the Chief Operating Officer and the employee. In the event rotation is required, the Hospital agrees to make every effort to eliminate the need for shift rotation as soon as practicable.

When a shift rotation in excess of seven (7) days occurs, the Hospital will attend a Special Conference requested by the RNA to discuss the circumstances giving rise to the shift rotation.

Section 7. Scheduling Trading - A nurse may make a change from the assigned work

schedule provided that the nurse arranges a traded work schedule with another nurse and both are fully capable of performing the other's work. The request for a trade of schedule between two (2) nurses must provide at least a twenty-four (24) hour notice (for a trade to occur on Sunday or Monday, notice must be given by the preceding Friday, prior to 4:00 P.M.) and must be approved by the Nurse Manager or designee. Such schedule trades may not involve overtime for either party.

Section 8. Relief Replacement - A nurse may make a change in his/her work schedule, provided that the nurse obtains his/her own relief for the desired time off. The nurse who seeks such relief must use benefit time for that unworked day. In addition, the following requirements must be met:

1. There must be at least twenty-four (24) hours notice (for a relief day to occur on Sunday or Monday, notice must be given by the preceding Friday prior to 4:00 P.M.).
2. The schedule change must be approved by the Nurse Manager or designee.
3. Schedule changes may be made only with persons of equivalent skill.
4. Such schedule changes may not involve overtime for either party.

Section 9. Additional Work Opportunities - The parties to this agreement recognize that Hospital census of patients is variable and subject to circumstances which make prediction difficult. Thus, nurses are requested to volunteer for work assignments above their bid days.

In order to facilitate the identification of those who wish to volunteer for work assignments above their bid days, the Hospital shall maintain a list of such nurses.

When additional staff are required to complete a new schedule, or following the posting of a new schedule, the most senior nurse on the list interested in working above their bid work days will be contacted and scheduled additional hours if it does not result in overtime for the nurse. Once the volunteer list has been exhausted of those who will not require overtime, management may seek from volunteers in the bargaining unit, and if necessary thereafter, from among qualified Registered Nurses with whom the Hospital has arrangements for occasional

employment. Management may then return to the volunteer list to achieve an assignment.

The nurse volunteering to be scheduled above their bid days must also be able to meet the skill and ability level required for a particular work schedule vacancy.

Once the nurse agrees to work on a particular date, the nurse will then be considered "scheduled" and subject to the Hospital's Attendance & Tardiness Policy and the RNA contractual agreement.

In the event that it is necessary to reduce staffing on a short term basis, the employee volunteering over their bid days will be contacted first to ask if they want to be taken off the schedule. However, the "scheduled" nurse will be under no obligation to be taken off the schedule. The Hospital will then deploy the staff reduction process outlined in the RNA contract under Article 20; section 4.

Section 10. Mandatory Overtime- When it is necessary and after reasonable attempts to secure volunteers to work additional work assignments, the Hospital may assign employees additional work hours on a mandatory basis. Such assignments as extensions of shift will be to nurses capable of performing the required work and will be made on a rotating basis, beginning in inverse order of seniority on a shift-wide basis.

If it is requested, and the nurse agrees to work an extension of their shift (of at least two hours) for a total of ten (10) times within a calendar year, the nurse's name will be removed from the mandatory overtime list for the remainder of the calendar year. This is based on the premise that there are nurses able to perform the required work.

Interpretative Statement- The Hospital will maintain a Voluntary Work Extension Record of those nurses who agreed to work an extension of their shift. Nurses must also maintain their own individual record for the given calendar year for verification.

When additional working hours have been mandated as an extension of shift, the work period shall cease as soon as a relief employee begins working. In any event, such additional work

hours shall not exceed eight (8) hours for eight (8) hour employees, six (6) hours for ten (10) hour employees and four (4) hours for twelve (12) hour employees unless the Hospital has declared an emergency situation.

ARTICLE 31
SEVENTY HOUR SHIFT SCHEDULE

Employees may be scheduled to work a 7/70 schedule. Nurses under the Seventy Hour Shift will normally be scheduled to work the shift for seven (7) consecutive days, including all weekends and holidays that fall during the period, and will normally be scheduled off seven (7) consecutive days.

Section 1. Assignments - Assignments to the Seventy Hour shift will be made by the Chief Operating Officer in cooperation with the employees involved. The Chief Operating Officer will decide the number of assignments and the work areas that will be under the Seventy Hour Shift. The Hospital may eliminate the 7/70 schedule at any time with two week notification to the RNA. On any given day, the shift manager or nurse manager will retain the right of assignment. The job posting process will be utilized for announcing vacancies or creating new positions for Seventy Hour Shift schedule. However, nurses may organize in teams of two (2) and volunteer or suggest availability for the Seventy Hour Shift schedule.

Section 2. Scheduling - Nurses under the Seventy Hour Shift will be scheduled to work hours and days as determined by the Chief Operating Officer. Nurses on the Seventy Hour Shift will be scheduled to work a shift normally consisting of ten and one-half (10½) hours including a one-half (½) hour unpaid lunch.

Section 3. Pay Practices - Employees who work a 7/70 schedule, and who work a minimum of sixty-eight (68) hours in a two (2) week pay period, shall be paid a ten (10) hour bonus at their base hourly rate of pay. Staff reduction time shall count as worked hours for purposes of the ten (10) hour bonus.

Overtime compensation will be paid for hours worked in excess of forty (40) hours in a scheduled work week.

For purposes of pay and computation of benefits, nurses under the Seventy Hour Shift shall be considered full time while normally working one thousand eight hundred twenty (1820) hours per year.

Nurses under the Seventy Hour Shift will receive wage increases based on Article 32. Seventy Hour Shift nurses must record their time in and time out on designated time clock. Scheduled change trades made among Seventy Hour Shift nurses shall not create overtime.

Section 4. Paid Time Off - Employees working a 7/70 schedule shall accrue personal time off at the rate of .01923 hours for each hour paid.

Nurses accepting a 7/70 schedule who have previously been employed at Gratiot Community Hospital will be paid off for all accrued vacation and holiday time before beginning their 7/70 schedule.

ARTICLE 32
Wage and Salary Schedule

Section 1. Wage Schedule - Effective November 15, 1998, bargaining unit members will receive the following hourly base rates of pay dependent upon classification and total paid hours:

Start	Comp of Prob	> 2080	> 4160	> 6240	> 8320	> 10400	> 12480	Career Nurse *
\$17.54	\$18.15	\$19.08	\$19.41	\$19.93	\$20.29	\$20.57	\$20.94	\$21.06

Beginning with the November 14, 1999 pay period, bargaining unit members will receive the following hourly base rates of pay dependent upon classification and hours of service:

Start	Comp. of Prob.	> 2080	> 4160	> 6240	> 8320	> 10400	> 12480	Career Nurse *
\$17.87	\$18.49	\$19.44	\$19.78	\$20.31	\$20.68	\$20.96	\$21.34	\$21.48

Beginning with the November 5, 2000 pay period, bargaining unit members will receive the following hourly base rates of pay dependent upon classification and hours of service:

Start	Comp. of Prob.	> 2080	> 4160	> 6240	> 8320	> 10400	> 12480	Career Nurse *
\$18.04	\$18.70	\$19.70	\$20.06	\$20.62	\$21.02	\$21.34	\$21.75	\$21.95

*Career Nurse is defined as a registered nurse who has 10 years of service based on bargaining unit seniority and who has also been credited 18,000 hours or more. It is the responsibility of the nurse to apply for Career Nurse wage status through the completion of an appropriate application in the Human Resources Department. The wage will be effective the first of the pay period following submission and acceptance of the application. The application must be made in a timely manner since the wages will not be applied retro-actively.

Section 2. Past service experience credit - Nurses who are new hires may qualify for a past service experience credit as determined by Gratiot Community Hospital commensurate with their experience.

The RN receives an increase at the end of probation only if s/he begins at the Start Rate of the wage scale upon hire. All other increases will be upon completion of increments of 2080 hours.

ARTICLE 33 **Weekend Premium**

All nurses shall receive an additional sixty (.60) cents per hour for all hours worked from 11:00 p.m. Friday until 7:00 a.m. Monday.

ARTICLE 34 **Overtime**

Section 1. 40 hours per week - Employees who are classified in 40-hours per work week positions shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for all time worked in excess of 40 hours during the work week.

Section 2. 8 hours per day/80 hours per pay period - Employees who are classified in 8/80 positions shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for all time worked in excess of 8 hours in a day and for all time worked in excess of 80 hours in a two-week pay period provided the time worked in excess of 80 hours in a two-week pay period was not paid as overtime under the eight hour per day provision.

Section 3. No pyramiding of overtime compensation. There shall be no pyramiding or duplication of compensation by reason of daily, weekly or other overtime.

ARTICLE 35
Shift Differential

Employees shall receive a one dollar (\$1.00) per hour shift differential for all hours worked between 3:00 p.m. and 6:59 a.m. This provision shall commence in the first full pay period after the ratification of this agreement.

ARTICLE 36
On-Call And Call-Back Pay

Whenever a nurse is placed on call, the nurse shall receive one dollar seventy five cents (\$1.75) for each hour of designated on call duty. If the nurse is called and reports for duty, the nurse shall receive one and one-half (1½) times the regular rate. Nurses called in to work shall receive a minimum of two (2) hours pay for each call back. However, if call back hours overlap with regularly scheduled hours, the nurse will not receive an hourly rate of pay in addition to call back pay.

Interpretative Statement- Regular rate would include shift and weekend differentials as may be appropriate, and as referenced in this agreement.

Interpretative Statement-The requirements of patient care are such that both on call and call back are necessary aspects of employment in certain units. It is recognized that the variations in these requirements may involve inequities, excessive hourly assignments and/or scheduling problems. Nurses are encouraged to discuss their concerns, offer their suggestions to management, and work together in a collegial manner. This will enable management and the union to develop agreements or understandings, when satisfactory data and solutions appear possible.

ARTICLE 37

Vacation, Holiday, Sick Leave

Section 1. Vacation - All regular full time employees (except those on a 7/70 schedule) and regular part time employees who have completed ninety (90) days of employment shall earn vacation with pay as follows:

<u>Years of Service</u>	<u>Hours Earned Per Paid Hours</u>
1 and 2 years	.04616
3 and 4 years	.05385
5 thru 9 years	.07308
10 thru 14 years	.08077
15 thru 19 years	.09231
20 or more years	.10000

Paid hours do not include "on call" hours.

Vacation days may be requested in the following ways:

1. Three advanced request deadlines will be established. The actual dates of the deadlines will coincide with the schedule posting dates closest to the following dates:

<u>Advance Request Deadline</u>	<u>Months in Which Vacation is Granted</u>
Requests submitted by December 15	May, June, July and August
Requests submitted by April 15	Sept, Oct., Nov., Dec.
Requests submitted by August 15	January, February, March, April

Requests submitted before these deadlines will be granted in order of seniority. Decisions will be made available one week following the deadline. One vacation request per unit will be granted for any given day of these periods. The Chief Operating Officer or Nurse Manager

may utilize their discretion to grant more than one vacation in a unit for any given day of these periods.

The week between Christmas and New Year and the week following New Year will be exempt periods but the Chief Operating Officer or Nurse Manager may utilize discretion to grant vacation requests during these periods.

Days may be exempted from this provision in the event that a leave of absence for the vacation period requested is scheduled or reasonably known to be occurring.

2. After the advance vacation request deadline, (Section 1.1 above) a nurse may request vacation at any time for any desired time during any calendar month provided such requests are submitted by 10:00 a.m. on the Thursday preceding the time schedule posting in which the vacation requests fall. Such requests may be granted at the discretion of the Chief Operating officer or Nurse Manager, and if granted will be done on a first come, first serve basis.

After the schedule has been posted, vacation days may be granted on a first come, first serve basis, as staffing permits. The term Personal Vacation Day (PVD) may be used to provide for this circumstance.

3. The employee may request to take his/her vacation during his/her scheduled weekend of work. The nurse may request a maximum of two scheduled weekends of work each year for vacation. If an RN is scheduled to work less than every other weekend, s/he must seek own relief or trade when requesting the weekend off. For the purpose of scheduling, the day and afternoon shift weekends are Saturday and Sunday and the night shift weekends are Friday and Saturday.

Section 2. Holidays - All full time employees who have completed ninety (90) days of employment (except those on a 7/70 schedule) shall receive the following holidays when scheduled as off holidays at the rate of pay corresponding to the nurse's base rate of pay:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

All part-time employees who have completed ninety (90) days of employment shall accrue additional holiday benefits at the rate of .02308 hours for each hour paid (excluding "on call" hours).

All holidays shall begin with the shifts beginning between the hours of 11:00 P.M. the day preceding the holiday and end with the shift beginning at 11:00 P.M. the day of the holiday.

Full time employees (except those on a 7/70 schedule or on the PTO system) who work on a holiday shall be paid one and one-half (1½) times the base rate for all hours worked, plus the holiday benefit.

All employees on the PTO system, part-time employees, and those on a 7/70 schedule who work on a holiday shall be paid one and one-half (1½) times the base rate for all hours worked.

The Hospital hereby agrees that those nurses scheduled to work on the Christmas or New Year holiday will be scheduled off for the eve of those holidays. Those nurses scheduled off for the Christmas or New Year Holiday will be scheduled to work on the eve of those holidays. Holiday scheduling will take precedence over weekend and/or workweek scheduling. If the RN is scheduled to work the holiday, s/he may be granted a vacation day. If granted, s/he must draw time from her vacation bank in addition to the holiday benefit.

However, since holiday scheduling takes precedence over weekend scheduling, those nurses not scheduled to work on said holiday weekends will thereby be required to work one (1) of

the two (2) weekend days.

When a holiday scheduled off falls within a full time employee's vacation period, the employee shall receive the paid holiday off benefit and the day shall not be charged against the vacation benefit.

Section 3. Sick Leave - All regular full time employees (except those on a 7/70 schedule) and regular part-time nurses who have completed ninety (90) days of employment shall earn sick leave with pay at the rate of .03077 hours for each hour paid (excluding "on-call" hours). The Hospital will continue to automatically credit the employee's sick bank up to but not to exceed four hundred eighty (480) hours.

Sick leave may be taken in the case of any employee's illness which is defined as follows:

Any disability which interferes with or impedes an employee's performance of the job or which affects one's health or would endanger those among whom the nurse works.

Sick leave may be used for diagnostic work provided the diagnostic work or the need for the diagnostic work impairs the employee's ability to perform normal work. Pay eligibility for such time shall be as determined in this Article.

Sick leave may be utilized where the employee is required to attend the illness of a family member. Three (3) days per anniversary year are allowed for this purpose.

The Hospital reserves the right to require a physician's statement before sick leave of absence is approved. Before pay benefits are granted, the employee must obtain approval from the Nurse Manager or designee. The request for approval is to be submitted on the standard form supplied by the Hospital.

Sick leave may not be used when the employee is suffering from debilitating illness or injury compensated under Workers' Compensation.

Sick leave shall be paid at the employee's base hourly rate.

Employees whose employment status is severed for whatever reason shall forfeit all accrued sick leave benefits. When transferring from full time to part-time or part-time to full time, the nurse shall carry accrued sick leave benefits.

Section 4. Paid Time Off Program - This section will apply to all RNA Members who entered the bargaining unit beginning February 28, 1996 and thereafter.

1. Paid Time Off - This paid time off program provides paid time for vacation, sick time, and holiday accruals. All employees earn a portion of an hour of PTO for each hour they are paid (excluding On-Call and Sick and Accident Pay hours) at the following schedule:

<u>CONTINUOUS SERVICE REQUIRED</u>	<u>PTO ACCRUAL</u>
Hire but less than 3 years	*.08077 per hour
3 years but less than 5 years	.08462 per hour
5 years but less than 10 years	.09615 per hour
10 years but less than 15 years	.10769 per hour
15 years but less than 20 years	.11538 per hour
20 years or more	.12308 per hour

*If employment terminates prior to the successful completion of the probationary period, the nurse will not be eligible for any PTO cash out of benefits.

2. Scheduling PTO for Vacations and Holidays - Scheduling PTO days off will be treated in the same procedures as outlined in Section 1. Vacation, of this article. Section 2. Holidays language will apply to employees with the addition of the following: All employees will automatically draw PTO hours for each holiday not worked in order to meet their bid hours.
3. Sick Leave Benefits - The following will replace Section 3. Sick leave: If an employee misses a scheduled work day for any reason that is not covered by a leave of absence

(such as illnesses, injuries, personal or family obligations), they will automatically draw one PTO day for each scheduled work day missed.

The nurse may elect to draw from their PTO bank for the number of hours lost during a shift for a staff reduction day.

All accrued PTO time will be taken by the employee in the amount of their bid hours for up to the thirty-first (31st) calendar day for approved medical leaves of absences as defined in the leave of absence article. Nurses are also required to use all accrued PTO time for the following leaves of absence: Family Leave, Educational Leave, Personal Leave, Association Leave, and Child Care Leave. The employee may exercise the option to cash out PTO as per hospital policy.

ARTICLE 38
Retirement Program

Section 1. Defined Contribution - After a Registered Nurse has been employed by Gratiot Community Hospital for two (2) consecutive years, the Hospital will contribute a percentage of the nurses W-2 earnings into the Hospitals defined contribution pension plan as defined below:

Contract Year One	Contract Year Two	Contract Year Three
2.7%	2.8%	3.00%

Section 2. Employee Contributions - Registered Nurses currently employed and who have completed one thousand (1000) hours of paid service may elect to make voluntary payroll deductions into the plan.

Section 3. Employee Contribution Match - After a Registered Nurse has been employed by Gratiot Community Hospital for two (2) consecutive years, the Hospital will match amounts contributed by Registered Nurses on their own behalf up to one percent (1%) of the nurse's W-2 earnings for the year.

Section 4. Timing of Contribution - The Hospital will use the W-2 form distributed prior to the anniversary date and will make such contributions immediately upon completion of the nurse's anniversary year.

ARTICLE 39
Dental Insurance
Effective 1/1/99

The Hospital agrees to maintain dental insurance coverage for all full time and regular part time nurses and to their legal spouses and dependent children as follows:

	PREMIUM <u>CONTRIBUTION</u>	CLASS <u>I</u>	CLASS <u>II</u>	CLASS <u>III</u>
FULL TIME:	\$1.99/month	100%	50%	50%
REGULAR PART TIME:	\$1.99/month	100%	50%	50%

(Class I above is defined as preventive and diagnostic services and emergency palliative treatment--the balance of Class I benefits, including radiographs, are covered at 75%)

	CLASS I & II <u>Maximum Benefit</u>	CLASS III <u>Maximum Benefit</u>
FULL TIME:	\$1000 per person per year	\$500 per person lifetime maximum
REGULAR PART TIME:	\$1000 per person per year	\$500 per person lifetime maximum

These benefit levels are limited to the fee schedules and rates established and maintained by Delta Dental of Michigan for participating doctors and dentists.

Employees covered under the dental insurance program will be responsible for 50% of any

premium increases levied by the carrier after the effective date of this agreement. Employees who do not pay the increase in premiums will be deemed to have opted out of the dental program.

1. Class I = Preventative/Diagnostic Services/Emergency Palliative Treatment/Radiographs
2. Class II = Prosthodontics and or Major Restorative Services
3. Class III = Orthodontics to age 19

ARTICLE 40
Health Insurance

Health Insurance - The Hospital agrees to provide comprehensive major medical health insurance coverage, comparable to the existing coverage, i.e BCBSM, to employees in the bargaining unit as follows:

(Rates as of 8/98)

EMPLOYEE MONTHLY PREMIUM CONTRIBUTIONS:

<u>COVERAGE</u>	FULL TIME	REGULAR PT	REGULAR PT
	BID HOURS	BID HOURS	BID HOURS
	> 70 HOURS	> 40 HOURS	< 40 HOURS
	<u>PER MONTH</u>	<u>PER MONTH</u>	<u>PER MONTH</u>
Single	\$22.06	\$22.06	100%
Two Person	\$56.96	100%*	100%
Family	\$69.41	100%*	100%

*100% of the incremental premium for coverage beyond the employee only.

<u>Deductible</u>	<u>Co-Pay</u>	<u>Stop Loss</u>
\$250/500	20%	\$1,250/\$1,500
Individual/Family		Individual/Family

The Hospital agrees to waive the deductibles and co-payments for covered hospital services provided by Gratiot Community Hospital. GCH will not waive deductible and co-pays for services rendered by hospital employed physicians and mid-level practitioners. Deductibles and co-payments waived by GCH will not be applied to deductible and stop loss coverage. The Hospital agrees to provide policy riders to cover pap smears and voluntary sterilization.

The first year under the agreement (11/7/98), employees covered under the health insurance program, including those with employee only coverage, will be responsible for fifty percent (50%) of any premium increases levied by the carrier. There will be no further increases in the second and third year of the contract. Employees who do not pay the increase in premiums will be deemed to have opted out of the health insurance program.

There is nothing in this section that precludes the Hospital from coming to the Association with a proposal for supplemental negotiations to determine an insurance carrier to provide for the coverage indicated herein above.

ARTICLE 41

Prescription Coverage

The Hospital agrees to provide prescription coverage through the Hospital pharmacy. Legend drugs included in the Hospital's formulary will be covered with a \$5.00 co-pay for up to a thirty (30) day supply. Refills may not be obtained within twenty-five (25) days of the last filling.

The Hospital's formulary is updated regularly as drugs are added or deleted by action of the Hospital's medical staff.

The maximum total cost prescriptions that may be filled under this benefit is \$500 per person covered with a maximum of \$1,000 per family per calendar year (at Hospital acquisition cost of prescribed items). After the maximum benefit is reached, prescriptions will be filled at cost plus ten (10%) percent.

Legend drugs not included in the Hospital's formulary may be obtained at ten (10%) percent

above cost through the usual pharmacy ordering process provided the amount obtained is equal to or less than the amount specified on the prescription. Medications obtained at cost plus ten (10%) percent are not limited to a month's supply.

ARTICLE 42
Life Insurance

The Hospital will pay the full premium for a ten thousand dollar (\$10,000.00) term life insurance policy for all nurses classified as regular employees the first of the month following six months of employment.

ARTICLE 43
Sickness and Accident Benefit

The Hospital will provide Sickness and Accident benefits for all eligible Nurses actively at work. Such benefits to be applicable only to absence due to qualifying illness or injury.

All Nurses classified as regular employees, who have completed one thousand forty (1040) hours paid are eligible for Sickness and Accident coverage. On call pay hours shall not be used or counted toward the Sickness and Accident benefit.

Benefits shall be payable commencing on the thirty-first (31st) day following commencement of absence and shall continue for the duration of the covered absence, but not to exceed the maximum period specified below, at the applicable benefit rate.

The amount of the bi-weekly benefit shall correspond to the average gross pay of the Nurse's pay per pay period in the last six (6) complete pay periods immediately preceding the commencement of absence, disregarding both the pay period containing the highest gross pay and the pay period containing the lowest gross pay. The benefit shall be sixty per cent (60%) of the average bi-weekly gross pay to a maximum of \$700 per week for twenty-six (26) weeks.

Sickness and Accident benefits shall be payable only in the event of absence due to illness or injury of the Nurse which is not compensable under Workers' Compensation Law.

Eligibility for benefits and for continuation of benefits as well as eligibility to return to work following receipt of benefits shall be subject to medical approval. In the event a dispute arises concerning the recommendations of the Nurse's personal physician and the Hospital physician then an impartial third opinion will be sought by a physician agreeable to both parties, who has no direct relationship with the Hospital or employee. The opinion of this physician shall be binding on both parties.

Periods of time for which an employee receives Sickness and Accident benefits shall be deemed to be Medical Leave of Absence.

Details of the Sickness and Accident benefits are available in the summary plan description.

ARTICLE 44
Ambulance List

The Hospital shall create and maintain a list of nurses who have volunteered to ride the ambulance and the Hospital shall determine which nurses on the list are qualified for ambulance runs.

Nurses who choose to respond to a call-in to ride the ambulance shall be paid at time and one-half their base hourly rate for all hours worked while on ambulance runs.

ARTICLE 45
Mileage Reimbursement

Nurses who are required to travel on approved Hospital business and use their personal vehicle shall be reimbursed per mile of travel in the amount equivalent to the IRS reimbursement rate rounded down to the whole cent.

