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6/30/2001

AGREEMENT  
BETWEEN  
HURLEY MEDICAL CENTER  
AND  
THE REGISTERED NURSES & REGISTERED PHARMACISTS  
OF HURLEY MEDICAL CENTER  
JULY 1, 1998  
through  
JUNE 30, 2001

*Hurley Medical Center*

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>	
	1	Purpose and Intent
I	1	Recognition
II	2	Organization, Membership and Security
III	3	Payroll Deduction for Organization Dues and Initiation Fee
IV	4	Management Rights and Responsibilities
V	5	Non-Discrimination
VI	5	Representation (Organization) A. Definition B. RNs and Pharmacists C. Representation D. Release Time E. Negotiating Committee F. Professional Negotiations G. Civil Service Meetings H. Grievance Adjustment I. Prior Meetings J. Medical Center Access K. Chairperson L. Union Activities
VII	8	Negotiations Procedure
VIII	9	Conferences A. Employee Relations Meetings B. Special Conferences C. Professional Practices Conferences
IX & XXII	11 & 58	Grievance Procedure/O.T. Grievances
X	15	Maintenance of Discipline

XI	16	Role of the Nurse/Role of the Pharmacist
XII	18	Employee Definitions
		A. Full Time Employees
		B. Part Time Employees, listed benefits
		C. Probationary Employees
		D. Orientation
XIII	21	Salaries and Pay Schedule A thru H
		I. Weekend Differential
		J. Letter of Understanding
		K. Longevity Pay
XIV	25	Health Program A - C, Illness on Duty
XV	27	Vacations
XVI	30	Holidays (Regular & Special)
XVII	32	Leaves of Absence
		A. Sick Leave
		(#7 S & A program)
		B. Personal Leave of Absence
		(4(a) & (b) Personal Days)
		C. Emergency & Bereavement Leave
		D. Maternity Leave
		E. Military Leave
		F. Educational Leave
		G. Organization Business Leave
		H. Civic Activities
XVIII	43	Worker's Compensation
XIX	44	Jury Duty, Court Time
XX	45	Insurance Program
		A. Hospital Medical & Surgical
		B. Discount Policy
		C. Optical Program

		D. Dental Insurance
		E. Life Insurance
		F. Liability Coverage
		G. Retirement
		H. Deferred Compensation
		I. Unemployment
XXI	50	Evaluations, Promotions, Seniority & Job Transfer
XXII	55	Scheduling Overtime & Weekend, Flex Time & Low Census Days, Call-In Pay Pharmacy Clinical Rotations
XXIII	64	Educational Courses (See Advance Educational Reimbursement Letter of Understanding - pg 77)
XXIV	64	Professional Meetings
XXV	65	Savings Clause
XXVI	65	Other Benefits A. Status Changes B. Bulletin Boards C. Identification cards D. Mileage allowance E. Meeting Rooms F. Copy of Agreement G. Parking H. Safety Program I. Quarterly Meeting J. Inclement Weather language
XXVII	67	Maintenance of Benefits
XXVIII	67	Withholding of Professional Services

XXIX	68	Layoff Procedure
XXX	70	Registration as a condition of employment
XXXI	71	Shift Preference
XXXII	73	Emergency Call-In
XXXIII	74	On-Call System
XXXIV	74	Contracting and Subcontracting
XXXV	75	Unit Closing/Staff Reduction
XXXVI	75	Letters of Understanding
	76	(Nursing Practice Committee)
	76	Term of Agreement
	77	(Advance Educational Reimbursement)
	79	(Pulls and Assignments)
	80	(Twelve-Hour Shifts)
	83	(Addendum to Twelve-Hour Shift Agreement, 7/1/88)
	84	(Depleting Twelve-Hour Shifts through Attrition)
	85	(Twelve-Hour Shifts in Pharmacy)
	86	Settlement Agreement 06/30/94
	87	Amendments to Twelve Hours Shift Formula
	88	(In-House Certification)
	89	Letter of Agreement (AFLAC)
	90	Letter of Understanding (MOT exclusions&notif.)
	91	Letter of Understanding (Phone response in N.O.)
	92	(Pharmacy CEU's)
	93	Settlement Agreement (7/1/86)
	95	Settlement Agreement (7/1/88)
	96	Settlement Agreement (4/29/90)
	98	Settlement Agreement (7/1/92)
	100	Settlement Agreement (7/1/94)

102	"Letter of Agreement" (6/29/94)
103	"Letter of Understanding" (6/30/94)
104	Settlement Agreement (7/1/96)
106	Settlement Agreement (7/1/98)
108	Compensation Schedules

## PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between the City of Flint, Hurley Medical Center, in its capacity as an Employer, and the Organization, in its capacity as representative of the employees, so as to serve the best interests of the parties and the people of the City of Flint.

The parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing proper services for the community.

To these ends the Employer and the Organization, encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

It is agreed by Hurley Medical Center and the Organization that the Medical Center is legally and morally obligated to provide equality of opportunity and treatment of all employees of the Hurley Medical Center covered by this contract and to establish policies and regulations that will insure such equality of opportunity and treatment of all persons employed by the Medical Center in all phases of the employment process.

### ARTICLE I. RECOGNITION

A. The Medical Center hereby recognizes the Registered Nurses and Registered Pharmacists of Hurley Medical Center as the exclusive bargaining representative, as defined in Act. No. 379, State of Michigan Public Acts of 1965, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other terms and conditions of employment of all the employees of Hurley Medical Center who are in the classification of Graduate Nurse, General Duty Nurse, Charge Nurse, Assistant Head Nurse, Graduate Pharmacy Interns, and all Registered Staff Pharmacists, excluding Head Nurses, teaching faculty of the School of Nursing, Director and Associate Director of Nursing, Assistant to the Director of Nursing, Nursing Anesthetist, Director of Pharmacy, Associate Director of Pharmacy, Assistant Director of Pharmacy, Coordinator of Drug Information Services, Pharmacy Supervisors, and all other employees.

B. Employees who are awaiting Michigan registration and who are employed as nurses in the unit described above under a temporary permit issued by the Michigan Board of Nursing shall be included in this unit.

C. Employees who have been unsuccessful in the first sitting of the State Board test pool examination, shall be eligible for inclusion in this bargaining unit in the classification of nurse in extended training program. Their conditions of employment will be governed by Article XXX,(C) and (D).

## ARTICLE II. ORGANIZATION, MEMBERSHIP AND SECURITY

A. Employees not members of the Union who desire membership in the recognized bargaining agent shall confirm their desire to join for the duration of this agreement by initiating their Union Application Forms. Employees on the payroll as of the date of this agreement will be admitted to Union membership without the payment of an initiation fee. New employees may apply for membership in accord with the Union's constitution and bylaws.

B. Any employee covered by this agreement who is not a member of the Union who does not make application for membership within thirty (30) days from the effective date of this agreement, or the date of employment, whichever is later, shall as a condition of employment, pay to the Union each month a service fee as a contribution towards the administration of this agreement in an amount equal to the regular monthly Union membership dues of the Union. The employee shall continue to pay said service fee unless the employee applies for and is accepted as a member of the Union and begins paying dues under Section A. Such service fee or dues shall be paid on/or before the thirty-first (31) day of employment or thirty (30) days after the effective date of this agreement, whichever is later. Employees who fail to comply with this requirement shall be discharged by the Employer within fifteen (15) days after receipt of written notice to the employee from the Union, unless the Medical Center is notified by the Union in writing, within fifteen (15) days, and provided that the Union shall release the employing Department from fulfilling the obligation to discharge if during the fifteen (15) day period following notice to the



Employer for the Union, the employee pays the membership dues or service fee retroactive to the due date and confirms the employee's intention to pay the required membership dues or service fee in accordance with this agreement.

C. The Union is to hold the employer harmless, if as a result of dues or service fee deduction in compliance with this Agreement, any Court, State Board, Commission, or any other authority rules that any employee is entitled to refund of such dues or service fees.

D. Names, addresses, and dates of hire of persons employed to fill positions covered by this Agreement shall be furnished to the Union by the Medical Center, names of employees promoted to permanent positions which are excluded from the bargaining unit shall be provided to the Union so that they are not included in the collective bargaining activities of the Union.

### ARTICLE III. PAYROLL DEDUCTION FOR ORGANIZATION DUES

A. The Medical Center agrees to deduct from the salaries of Nurses and Pharmacists, dues and initiation fees or service fees in accordance with the standard payroll deduction form used by the Union, provided that the same form shall be executed by the employee and filed with the Personnel Office of the Medical Center. Failure to execute said form within thirty (30) days after the execution of this agreement, or after the end of one (1) month's employment shall result in the termination of employment in accordance with Article II, Section B. The written authorization for Union dues deduction or for service fees deduction shall remain in full force and effect during the period of this agreement.

B. Dues or service fees shall be deducted in twelve (12) monthly installments from the second pay period of the month. Regular deductions shall not be made for an employee who is on leave or layoff or any other reason when such deduction cannot be made from the employee's regular pay. The initiation fee shall be paid in one (1) monthly installment within the first thirty (30) days of employment.

C. In the event of any changes in the dues or initiation fee, the Union shall give thirty (30) days written notification to the Medical Center of the amount which is to be deducted. Such changes shall not exceed two (2) times per calendar year.

D. All dues so deducted shall be sent to the Treasurer of the Union promptly under procedures to be established by the Medical Center.

#### ARTICLE IV. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Medical Center retains the sole right to manage its business, including but not limited to the rights to decide the number and location of its buildings and the service to be rendered and the equipment and supplies to be purchased; to maintain order and efficiency in all of its operations, to hire, lay-off, assign and direct, transfer and promote employees and to determine starting and quitting times and the number of hours to be worked; and all other rights and prerogatives including those normally exercised in the past, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

B. The Medical Center retains the sole right to discipline and discharge employees for cause, provided that in the exercise of this right it will not act in violation of this Agreement. Complaints that the Medical Center has violated this paragraph shall be taken up solely through the grievance procedure, including all suspensions and discharges.

C. The right of the Medical Center to make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operations, and after fourteen (14) days advance notice to the Organization, to require compliance therewith by employees, is recognized. The Organization reserves the right to question the reasonableness of the Medical Center's rules and regulations through the grievance procedure, and may request a joint conference meeting during the fourteen (14) day period mentioned above and before such rules and regulations are to become effective.

D. All pertinent provisions of the Charter of the City of Flint relating to the Civil Service Commission and which are not in conflict with any provisions of this contract are made a part of this contract.

ARTICLE V. NON-DISCRIMINATION

A. The Employer either in hiring, promoting, advancing or assigning to jobs, or any other term or condition of employment, agrees not to discriminate against any Registered Professional Nurse or Registered Professional Pharmacists because of race, color, national origin, religious affiliation, sex, marital status, height, weight, non-disqualifying handicap, membership in or activity on behalf of the Organization.

B. Residency. No Registered Nurse or Registered Pharmacist shall be required to establish or maintain residency in the City of Flint as a condition of employment nor shall any discrimination be exercised due to location of residency.

ARTICLE VI. REPRESENTATION

A. DEFINITIONS - The meaning of the following terms as used in this agreement in reference to the Organization are:

1. Delegate (alternate) - An employee in the bargaining unit designated by the Organization to be responsible for Organization matters primarily in a specific area of the Medical Center.
2. Official - An employee in the bargaining unit serving the Organization in the capacity of either Chairperson, Assistant Chairperson, Secretary, Treasurer, or Grievance Chairperson.
3. Representative - Any delegate, alternate, official, or non-employee consultant of the Organization.

B. Registered professional nurses and registered pharmacists/graduate pharmacists employed by the Medical Center, shall be represented by fifteen (15) seniority bargaining unit members and ten (10) alternate seniority bargaining unit members. The selection of such delegates and alternates will be in any manner as determined by the Organization. The Organization shall assign each delegate to his/her area of responsibility.

The Pharmacists shall be represented by one (1) seniority Pharmacist and one (1) alternate seniority Pharmacist. These two (2) individuals shall be included in the fifteen (15) seniority and ten (10) alternate seniority delegates mentioned in Article VI of

RNRPhHMC agreement. Also the two Pharmacy delegates shall have all of the rights and responsibilities of other RNRPhHMC delegates.

A list of names of the delegates and their alternates shall be given in writing to the Labor Relations Director. Delegates should retain their assignments so that they remain available to the membership. If possible, changes in the delegates shall be given in writing to the Labor Relations Director at least three (3) days prior to the effective date of assuming duties of office. When it becomes necessary to move a delegate, the Medical Center shall inform the appropriate nursing supervisors of the delegate's new assignments. If a delegate normally assigned to an area is not on duty, then the alternate shall be released. If a delegate cannot accept release, then the Medical Center shall release the alternate; if both the delegate and alternate are unable to accept release, then another delegate or alternate shall be released. If the delegate and the alternate are not on duty, the Medical Center shall release another delegate or alternate.

C. REPRESENTATION - The Employer recognizes the delegates and officials assigned by the Organization as representatives of the Organization in the administration of the provisions of this Agreement.

D. RELEASE TIME - The Medical Center shall grant reasonable release time off and compensate representatives of the Organization at their regular hourly rate for any scheduled working hours required in the grievance procedure. When an employee requests union representation, his/her immediate supervisor shall arrange for the appropriate representative to come to the work area. Such release must be provided immediately upon an employee's request for representation unless there are extenuating circumstances whereby the Medical Center shall provide release within a reasonable period of time.

E. NEGOTIATING COMMITTEE - The Organization will be represented in negotiations by a negotiating committee not exceeding six (6) total members or their alternates, five (5) of which shall be without loss of pay. Additionally, notwithstanding their office within the Organization, not more than two (2) members of the negotiating team shall be Pharmacists. The members of the negotiating committee shall be determined by the Organization.

F. PROFESSIONAL NEGOTIATIONS - Professional negotiation meetings between the parties may be held at times during the scheduled working hours of the Organization's negotiating committee members. The Employer will arrange to release the employees from their work assignments and compensate them at their regular rate for any scheduled working hours spent in negotiations.

G. CIVIL SERVICE MEETINGS - When meetings with the Civil Service Commission or its representatives are scheduled during regular working hours, the Organization members selected to constitute the bargaining committee shall be granted leave with pay to participate in such meetings; provided, however, that such leave shall be limited to not more than two (2) members at any one meeting.

H. GRIEVANCE ADJUSTMENT - Employees who are members of the grievance committee who must investigate or be present to assist in the processing of grievances before leaving their assigned work shall first secure permission of their immediate supervisor and will check in with their supervisor when they return from such grievance investigation or adjustments.

I. PRIOR MEETINGS - On grievances starting with Step Two, the grievance committee members will be allowed to meet at a place designated by the Employer on the Employer's property for not more than one-half (1/2) hour immediately preceding the meeting.

J. MEDICAL CENTER ACCESS - Representatives of the Organization, after first notifying the Employer's Administrator or designated representative, may visit the areas of the Medical Center where the employees they represent are located for purposes of representing such employees in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and they do not interfere with the service of the Medical Center.

K. CHAIRPERSON - The Bargaining Chairperson and the PRR Chairperson will be granted full-time union release from their home department equal to 1.8 FTE to handle union business. The Medical Center agrees that during working hours, on the Medical

Center's premises and without loss of pay, the chairperson of the bargaining unit and grievance committee member shall be allowed to:

1. Transmit communications authorized by the chairperson of the bargaining unit or the grievance chairperson to the employer or his representatives.
2. Consult with the employer or his representative during the enforcement of any provisions of this agreement.
3. Consult with the grievance chairperson on specific grievance cases.

Any abuse of the intent of this section shall be a proper subject for a special conference.

L. UNION ACTIVITIES - Members shall be able to distribute and post union literature on the Medical Center premises provided patient care is not disrupted. Such literature must be expressly authorized by the chairperson of the Organization or the Chairperson of the grievance committee, and if posted be approved by the Labor Relations department. Such literature is to be distributed by the members on non-work time.

## ARTICLE VII. NEGOTIATIONS PROCEDURE

### A. NEGOTIATIONS

1. In any contract negotiations neither party shall have control over the selection of the negotiating committee from within or outside the Medical Center. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the members of the Medical Center Board of Managers and by a majority vote of the members of the Registered Nurses and Registered Pharmacists of Hurley Medical Center.

2. Any agreement so negotiated shall be reduced to writing and signed by the authorized representatives of the Medical Center and the Organization and all members of the bargaining unit shall abide by the Agreement.

3. A maximum of two (2) representatives shall be granted leave with pay during the months of March and April, not to exceed four (4) hours in which to meet within the Medical Center to formulate proposals to be submitted in negotiations, in the year in which negotiations take place.

B. IMPASSE SITUATION - If the parties hereto reach an impasse in any contract negotiations and are unable to reach agreement, the procedure described in Act 336 of the Michigan Public Acts of 1947, as amended, may be followed by either party.

C. SUPPLEMENTARY AGREEMENT - Any supplementary agreement reached during the term of this Agreement shall be made a part of it.

#### ARTICLE VIII. CONFERENCES

A. EMPLOYEE RELATIONS MEETINGS - Regular employee relations meetings for the discussion of important matters will be held on the third Tuesday of each month or on a mutually agreed upon date. Such meetings will be attended by at least two (2), but not more than three (3) representatives of the nurses; and one (1) pharmacist representative but not more than two (2) pharmacist representatives of the Pharmacists employed by the Medical Center, one (1) of whom shall be a member of the bargaining committee, unless mutually agreed otherwise. In the event two (2) Pharmacist are required, not more than one should be pulled from any one shift, in order to maintain adequate staffing in the department of Pharmacy. However, a fourth (4th) representative may, on the request of the Organization, be used for the Organization and paid by the Medical Center. At least twenty-four (24) hours notice of the agenda will be given by each party and the discussion in these meetings will be limited to those items included in the agenda, except by mutual agreement. These meetings will be held between the hours of 9:00 am and 4:00 pm. Organization representatives will not lose time or pay for time spent in such meetings. These meetings may be attended by a non-employee representative of the Organization.

#### B. SPECIAL CONFERENCES

1. Special Conferences for important matters that may arise between such regular employee relations meetings may be arranged between the Bargaining Committee

chairperson, or his/her designee, and the Director of the Medical Center, or his designee. The same rules shall apply to special conferences as outlined above for regular employee relations meetings.

2. The above Organization members may meet at a place designated by the Medical Center on the Medical Center's property or elsewhere as designated by the appropriate Medical Center officials for at least one-half (½) hour immediately preceding employee relations meetings and special conference.

C. PROFESSIONAL PRACTICES CONFERENCES - A minimum of three (3) Registered Nurses appointed from the Organization by the Chairman of the Organization shall constitute a Professional Practices Committee and shall meet monthly to review professional nursing practices at the Medical Center with the Associate Hospital Director for Nursing and/or such other persons as he/she designates. Included in the committee's area of concern shall be the discussion of staffing patterns for various Nursing Service Units and the continuing development of orientation practices and procedures. These conferences shall not be for the consideration of any individual nurse or Organization complaint or problem that should rightfully be a matter for consideration in a special conference or processed through the grievance procedure.

Two (2) Registered Staff Pharmacists appointed from the Organization by the Chairman of the Organization shall constitute a Professional Practices Committee and shall meet within one week from the date of request for such meeting from the Chairperson of the Organization to address professional concerns within the Pharmacy. The Organization committee shall meet with the Director of Pharmacy. These conferences shall not be for the consideration of any individual pharmacist or Organization complaint or problem that should rightfully be a matter for consideration in a special conference or processed through the grievance procedure.



ARTICLE IX. GRIEVANCE PROCEDURE

A. STATEMENT OF PURPOSE

1. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise concerning the interpretation or application of this Agreement, without any interruption or disturbance of normal operations.

2. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of nurses/pharmacists or groups of nurses/pharmacists. Both parties agree that proceedings under this article shall be kept as informal and confidential as may be appropriate.

B. DEFINITIONS

1. "Grievance" shall mean a complaint by an employee or a group of employees based upon an event, condition or circumstance under which an employee works, allegedly caused by a violation, misinterpretation or inequitable application of established policy or any provision of this Agreement, and which has been submitted within thirty (30) days of the date of the occurrence of that event, condition, or circumstance.

2. The term "days" shall mean calendar days, excluding Saturday, Sunday, and holidays.

3. Time limits defined are to be considered as maximum, but may be extended by mutual agreement. If the employer fails to respond within specified time limits at any step in the grievance procedure, the delegate or grievance chairperson may reclaim the grievance and process it to the next step. However, the employer agrees that time limits will not be used to circumvent any step in the grievance procedure.

4. The Organization shall have the option of scheduling either the chairperson of the Organization or grievance chairperson on a Monday through Friday basis. The Organization shall notify the Medical Center which officer it designates for such scheduling. Notification for a change in designation shall be at least seven (7) days in advance of the posting of work schedules for that time period. The chairperson of the grievance committee shall be permitted, upon a minimum sixteen (16) hours notice, to change his/her schedule to an 8:00 a.m. to 4:30 p.m. schedule for the following day.

Absent such notice, the grievance chairperson shall work his/her regular 7:00 a.m. to 3:30 p.m. schedule.

5. The term policy grievance shall mean any grievance which (1) deals with a matter of broad Medical Center policy; or (2) it is mutually agreed that the subject matter is of an emergency nature; or (3) it involves the employees of more than one nursing unit, such grievances shall be initiated at the 3rd step of the grievance procedure and proceed accordingly.

C. STEPS IN THE GRIEVANCE PROCEDURE

Step One (1)

A. An employee with a grievance shall first discuss it with her immediate supervisor, either individually or with her representative(s) to try to resolve the matter informally.

B. If the grievance is not satisfactorily resolved by the Supervisor's answer at Step One (A), the employee and/or representative shall submit it in writing within three (3) days of the conclusion of Step One (A) on the grievance form and the representative shall present it to the immediate supervisor who shall submit a written answer to the representative within three (3) days.

C. If the immediate Supervisor is not available during the time limits expressed above, the grievance shall be picked up by the delegate and automatically brought to Step Two (2).

Step Two (2)

If the Supervisor's written answer is not satisfactory, a representative of the Organization may file it with the Associate Director for Nursing Service, or her/his designate, or the Director of Pharmacy, or his/her designate within seven (7) days from the date it is returned at Step One (1). When so filed, a meeting to discuss the grievance between representative(s) of the Organization and the Associate Director/Pharmacy Director or his/her designee shall be held during duty time. Such a meeting shall be held within seven (7) days from the date the grievance is submitted to the Associate Director/Director of Pharmacy. The grievant shall have the option of attending this meeting. The Associate

Director/Pharmacy Director shall submit his/her answer to the grievance in writing on the grievance form and return it to the representative who filed it within seven (7) days after that meeting.

2nd/3rd Shift Grievance Meetings - The Unit Manager will meet with the union representative on the shift in which the grievance originated. Staffing grievances involving House Director/Staffing Coordinator will be heard on affected shift. Second step grievances will be heard on the shift of the union representative on a one time per week basis as necessary by the appropriate Nurse Administrator or VP of Nursing.

### Step Three (3)

If the grievance is not resolved at Step Two (2), the Chairperson of the grievance committee or his/her designee may submit the grievance to the Director of the Medical Center or his/her designee within seven (7) days from the date it is returned at Step Two (2). A meeting of not more than three (3) representatives of the Organization, one of whom shall be the grievance chairperson, shall be held during normal Labor Relations Department hours, with the Director of the Medical Center, or his/her designee. Such a meeting shall be held within seven (7) days from the date the grievance is submitted to the Director. The grievant shall have the option of attending this meeting, provided the Medical Center shall not be required to release the grievant from his/her normal assignment for a period greater than one-half ( $\frac{1}{2}$ ) hour. The Director of the Medical Center, or his/her designee shall submit his/her answer to the grievance in writing on the grievance form and return it to the grievance chairperson within seven (7) days after that meeting. If either party fails to act appropriately during the specified time limits at the third (3rd) step, the grievance will be presumed as answered in accordance with the other party's last position.

### Pre-Arbitration Hearing

The Employer and Organization, in order to obtain mutually satisfactory settlements of grievances, avoiding third party intervention, and to deal with the question of grievances in a responsible manner and to adhere to the purpose and intent of this agreement, agree that:

1. Any grievance which remains unadjusted after the preceding step may be submitted to Labor Relations for a pre-arbitration hearing to be held within twenty-one (21) days from the date it is returned at step three (3). The Organization shall designate no more than two (2) individuals, who may attend the hearing with pay, to serve as representatives. The pre-arbitration meeting will be heard by the designee of the Director of the Medical Center other than the individual that answered at the third step, by the Organizations representative and the Medical Center's representative that answered at the third step. The employer or the organization when requested, shall submit a written statement within ten (10) days of the hearing. The grievant may attend such hearing without loss of pay.

2. If the grievance is not appealed to arbitration within the specified time period, it shall be presumed as answered in accordance with the other party's last position.

#### Step Four (4) - ARBITRATION

A. Appeal to the Arbitrator. The sole and exclusive manner for appeal of any grievance except for those involving suspension, discharge or reclassification, which if unresolved at step three (3) of the grievance procedure or the appropriate procedure shall be arbitration, if the case is of the type an arbitrator is empowered to rule. Arbitration shall be invoked by written notice of the Employer or the Organization within thirty (30) consecutive days after the grievance is answered at pre-arbitration.

B. The Organization and the Employer shall attempt to select an arbitrator. If unable to do so, the parties may request a panel of arbitrators from the Federal Mediation and Conciliation Service or request them to appoint an arbitrator.

C. Powers of the Arbitrator - The Arbitrator shall be empowered to hear, investigate, and decide any difference between the parties which arises in connection with the interpretation, enforcement and application of the provisions of this Agreement subject to the limitations stated below. The Arbitrator shall have full discretion to uphold or rescind or modify disciplinary measures imposed by the Employer. The arbitrator may conduct such investigations as may be considered appropriate. At the arbitration hearing, each party

shall have the option of presenting witnesses to matters ruled advisable by the arbitrator and such witnesses may be cross-examined by the arbitrator or opposing party. The arbitrator shall have no power to:

1. Add to, subtract from, or otherwise modify any of the provisions of this Agreement.
2. Establish or modify any salary rate or plan.
3. Grant any award involving wages retroactively in excess of thirty (30) calendar days prior to the date the grievance was filed at Step One (1).

D. Arbitrator's Decision - There shall be no appeal from an arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. It shall be final and binding on the Organization, on all bargaining unit employee and on the Employer. It shall be stipulated in the request for arbitration that a decision is desired within fifteen (15) days after the hearing.

E. Fees and Expenses - The fees and expenses of the arbitrator shall be shared equally by both parties. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expenses.

#### ARTICLE X. MAINTENANCE OF DISCIPLINE

A. Each Registered Professional Nurse or Registered Pharmacist will abide by such rules of professional conduct which will facilitate the operations of the Medical Center. Any disciplinary action issued to a member will be presented and discussed with the member directly by a non-bargaining unit member of the management staff. If the member is unavailable for such presentation and discussion, hospital policy will be followed. Assistant Head Nurses may participate in such presentation and discussion with RN members.

B. Discipline will be of a corrective nature rather than punitive, and will be based on verbal warnings recorded on the form used by the Medical Center, followed by

a written warning before any penalty is assigned, however, flagrant violation of rules or professional conduct may merit immediate discharge or suspension.

C. Individual disciplinary penalties shall be for just cause and may become subjects for the grievance procedure.

D. Existing rules in conflict with this Agreement shall be modified to conform to it by mutual agreement of the parties. When either party believes an existing rule conflicts with this Agreement or when the Organization believes that the application of an existing rule is unreasonable or arbitrary, the question of changing the rule shall be a subject for discussion under the provisions of Article VIII, Special Conferences, prior to its becoming an appropriate subject for the grievance procedure.

E. Changes or additions to existing work rules and/or Medical Center Guidelines for the conduct of Registered Professional Nurses, or Registered Professional Pharmacists, when drafted by the Medical Center, shall be presented to and reviewed by the Organization fourteen (14) days prior to their being placed in effect. If the Organization disagrees with the proposed rules, they shall be proper subjects for discussion under the provisions of Article VIII, Special Conferences, prior to their becoming appropriate subjects for the grievance procedure.

F. No member shall be disciplined as the result of a patient advocacy report without an investigation. However, specifically excluded are suspensions pending completion of investigations performed pursuant to Medical Center standard practices.

#### ARTICLE XI. ROLE OF THE NURSE

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

B. Modern facility nursing care which is consistent with current practice requires the direct assistance of various auxiliary personnel and services to the nurses in order to

provide adequate nursing care to patients. The parties agree that the nurse must and shall have authority commensurate with her responsibility for directing the work of the auxiliary nursing personnel who are to be employed in a sufficient number so as to adequately assist with the various nursing functions and services on all shifts which are recognized and required as a part of total nursing care.

C. The parties further agree that certain required auxiliary services which are necessary for providing total patient care and which are customarily assigned to other hospital departments should be provided by the employees assigned to those departments, in order to free the Registered Professional Nurses for their primary responsibility of patient care.

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

E. The parties further agree that it is the Medical Center's responsibility to provide adequate nursing and auxiliary personnel on all shifts seven (7) days a week except on those shifts when auxiliary personnel are not regularly scheduled to work and to fill vacancies as soon as possible in order to provide safe and adequate nursing care and to make maximum utilization of the training and competencies of all nursing personnel.

#### ROLE OF THE PHARMACIST

A. The City in providing a Medical Center to serve the community, and the Registered Pharmacists as a professional group, share the common goal and the common responsibility of providing to the citizens who require it, comprehensive pharmacy services both for inpatients and outpatients, consistent with professional standards as established by the Michigan Board of Pharmacy and by the American Society of Hospital Pharmacists.

B. The pharmacist's role is primarily concerned with the preparation, distribution, control, and appropriate use of medications. This role is fundamental to the delivery of medical therapy, and as such requires the assistance of supportive technical

personnel who perform technical functions under the supervision of registered pharmacists who are ultimately responsible for the adequacy and accuracy of delegated functions.

1. The pharmacist's role and responsibilities are constantly evolving and growing, in terms of his/her responsibility for the safe and appropriate use of medications. This includes the monitoring of drug therapy and pharmacokinetics dosing.

2. Drug use control can be defined as the system of knowledge, understanding, judgements, procedures, skills, controls, and ethics that ensures optimal safety in the distribution and use of medications.

C. The parties agree that the registered pharmacist must have authority for directing work of supportive technical personnel, including the invoking of limited disciplinary action, who shall be employed in sufficient numbers so as to assist with pharmacy services on all shifts.

D. The Medical Center, in recognition of the role and responsibilities of the registered pharmacist, agrees to adopt policies and procedures to promote the safe, effective, and rational use of medications in the best interest of quality patient care.

## ARTICLE XII. EMPLOYEE DEFINITIONS

A. FULL-TIME EMPLOYEES - Full-time employees are those who are regularly scheduled to work eighty (80) hours in a fourteen (14) day pay period.

B. PART-TIME EMPLOYEES - Employees who work at the Medical Center but for less than full time shall be classified as part-time employees.

1. Except as specifically provided in this section, part-time employees shall not receive benefit provisions of this contract.

2. Part-time employees shall advance through the steps of the compensation schedule in accordance with their accrued hours.

3. Those part-time employees who work one hundred (100) hours per four (4) week schedule and who may be expected to work two (2) weekends in each four (4) week schedule shall receive benefits provided in the following sections of this contract:



Worker's Compensation	Weekend Differential
Sick & Accident Insurance	Dental Insurance
Holiday Premium (when worked)	Union Representation
Regular Holidays (when worked)	Overtime Payments
Sick Leave (on pro-rata basis)	Shift Differential
Maternity Leave	Injury Compensation
Liability Insurance	Military Leave
Hospitalization Insurance	Jury Duty
Medical Service	Court Time
Retirement	Bereavement/Emergency Leave
Two Personal Days Per Year	Vacation
Educational Reimbursement	Optical Program

Part-time employees who are entitled to one hundred (100) hour benefits, while on approved leave, if they work ten (10) of the twelve (12) months immediately preceding the first day of the requested leave of absence, shall continue to receive such benefits.

4. Those part-time employees who work a schedule less than 100 hours but 80 hours or more per four (4) week schedule shall receive only the following benefit provisions of this contract:

Regular Holidays (when worked)	Weekend Differential
Holiday Premium (when worked)	Worker's Compensation
Maternity Leave	Vacation
Liability Insurance	Jury Duty
Medical Service	Court Time
Union Representation	Overtime Payments
Shift Differential	Injury Compensation
Military Leave	BCBS PPO Option(employee pays)
Retirement (must work eighty (80) hours per month)	
Bereavement/Emergency Leave	
Sick leave on a pro-rata basis (not to exceed 9 per year)	
1 day per 173 hours worked	

5. Part-time employees working eighty (80) hours or more may be expected to work two (2) weekends out of a four (4) week schedule. On request and provided the working schedule requested is available, the part-time employee may work more than two (2) weekends in a four (4) week schedule, also such employee may request

a status change to one hundred (100) hour part-time or full-time and such requests shall be accommodated provided, however, that the status change requested is available.

6. Those part-time employees who work a schedule less than 80 hours shall receive only the following benefit provisions of this contract:

- Regular Holidays (when worked)
- Holiday premium (when worked)
- Maternity Leave
- Liability Insurance
- Medical Service
- Union Representation
- Overtime
- Shift and Weekend Differential
- Workers Compensation
- Military Leave of Absence
- Vacation
- Jury Duty
- Court Time
- BCBS PPO Option(employee pays)

These less than 80 hour employees shall be required to work two weekends shifts per four (4) week schedule.

However, employees working in this classification previous to 7/1/82, shall only be required to work one (1) weekend day per four (4) week schedule. These employees may also be scheduled to work less than a full eight (8) hour shift.

C. PROBATIONARY EMPLOYEES - Employees hired into classifications of GDN and Graduate Pharmacy Interns/RPh shall be on a probationary status for the first nine (9) months (1560 hours) of their employment. Employees hired into all other Bargaining Unit classifications shall be on a probationary status for six (6) months (1040 hours). Where applicable, benefit eligibility shall be reached upon completion of 1040 hours of work for eligible employees.

Performance appraisals shall be completed at the end of each three (3) months for nine (9) month probationary employees, and at the end of each two (2) months for six (6) month probationary employees.

Performance appraisals shall then be completed once yearly for all permanent employees.

D. ORIENTATION

1. Employees covered by this agreement shall participate in a Medical Center orientation and instruction program designed to acquaint them with distinctive hospital procedures and techniques and to familiarize them with the various administrative duties including the in-charge capacity and proper disciplinary procedures.

2. The Medical Center agrees to provide meaningful and unbiased didactic and clinical instruction pertinent to the employees permanently assigned area to employees covered by this agreement. New equipment utilized by the Medical Center shall not be put into operation until employees concerned have been trained in its use.

3. Employees unfamiliar with equipment utilized by the Medical Center shall be given sufficient training in its use before being required to operate such equipment.

4. Employees covered by this agreement shall be notified in writing prior to the institution of any new hospital policies and/or procedures.

5. The Orientation period may be extended for any employee at his/her request.

ARTICLE XIII. SALARIES

A. The salary schedule for employees in this bargaining unit shall be set forth in the Hurley Medical Center pay schedule, attached hereto and made a part of this agreement. The salary schedule is based upon an eight (8) hour work day with ten (10) such work days during a fourteen (14) day pay period or upon a ten (10) hour work day with eight (8) such work days during a fourteen (14) day pay period, or a twelve (12) hour work day with six (6) such work days during a fourteen (14) day pay period, provided such alternate schedules are mutually agreed upon by the Medical Center, the Nursing Unit staff, the Pharmacy staff and the Registered Nurses and Registered Pharmacists of Hurley Medical Center. All parties will have termination rights upon proper notification. Alternate shift scheduling shall be worked out on an individual unit basis regarding pay and benefits.

B. The salary schedules established the salaries of employees working on a day shift. Each individual employed on any regular shift and who works a majority of hours between 3:00 p.m. of one day and 6:00 a.m. of the following day shall be entitled to additional remuneration, over that set forth in the salary schedule, at the rate of six and one-half percent (6.5 %) per hour for the second shift and eight percent (8 %) for employees who work the third shift.

C. Any full-time employee who works in excess of two (2) weekends in a four (4) week scheduling period or in excess of two (2) consecutive weekends shall receive time and one-half for such hours worked.

D. Full-time employees will receive one and one-half times the base rate for all hours worked over eight (8) in any twenty-four (24) hour period and for all hours worked over eighty (80) during a fourteen (14) day pay period. Part-time employees will receive overtime for all hours worked over eight (8) in any twenty-four hour period and for all hours worked over forty (40) hours in a week. However, employees who work alternate schedules such as the ten (10) or twelve (12) hour day shall be paid one and one-half times the base rate for all hours worked over the daily scheduled amount, or over forty (40) hours in a seven (7) day week (Monday through Sunday).

E. Any full-time employee called in to work at a time for which she/he is not scheduled shall receive one and one-half (1 1/2) times the base rate of pay even though another day off might be scheduled for them subsequently.

F. Both overtime and holiday rates shall not be paid for the same hours worked. Premium payments are not to be duplicated.

G. Past Service experience credit - "Registered Nurses/Registered Pharmacists" with previous experience, at a comparable level, will be allowed to enter the pay grade level comparable to his/her past experience, not in excess of the fifth step rate. They will be credited with one (1) year for the first two (2) years of nursing service and nine (9) months credit for every year thereafter. Nurses/Pharmacists who are former employees of the Medical Center and who are re-employed shall receive experience credit at a maximum rate of one hundred (100%) percent for work experience as a registered nurse or registered

pharmacist at Hurley Medical Center. if they return within two (2) years. However, no starting rate in excess of the 5th step of the compensation schedule shall be approved.

H. An employee shall be placed in the appropriate salary range as follows:

1. New graduates in Nursing who have a Michigan license or permit, or new Pharmacists shall be placed in the base salary range. Those employees who have current Hurley seniority shall be granted full seniority for pay purposes, for prior service within the nursing or pharmacy department and/or one-half (1/2) credit for prior service in other departments of the Medical Center. The new employees will advance across the salary range according to accumulated hours.

2. BSN graduates, excluding Assistant Head Nurses, shall receive a thirty-three (33¢) cents per hour differential in addition to any other applicable differential.

3. Any nurse, excluding Assistant Head Nurses, placed in a charge position shall receive a fifty (50¢) cents per hour differential while in that position, in addition to any other applicable differential. The RN designated as the Cardiac Arrest RN for the Medical Center (1 per shift) will receive a fifty (50) cents an hour differential for that shift.

4. Nurses in the classification of "nurse in extended training program" shall receive One Dollar (\$1.00) per hour less than the base salary. The benefits will remain the same as regular RN's in the appropriate classifications.

5. Graduate Pharmacy Interns will be paid \$1.00 per hour less than Registered Pharmacists.

I. WEEKEND DIFFERENTIAL

A weekend differential of eight (8%) percent for hours worked by all employees (in the bargaining unit): the above to be computed on the base rate only excluding any shift differential:

i.e., 1st shift on weekends	=	8%	+	Base
2nd shift on weekends	=	14.5%	+	Base
3rd shift on weekends	=	16%	+	Base

There will be no change in the interpretation and application of rules governing weekend work.

J. "LETTER OF UNDERSTANDING"

In the event there is an error of two (2) days or more on an employee's paycheck (employer error), an exact check will be issued. For employer errors involving less than two (2) days pay, a special check will be made, specifying both the gross and net amounts. When the Medical Center develops the appropriate computer capabilities, a regular check will be issued in place of the errored check.

Any overpayment to employees will be collectable in full by the Medical Center. The employee will be notified in writing of the overpayment and will be instructed to contact the Payroll department with regards to working out a repayment program. However, if the employee fails to cooperate, the Medical Center will have the right to withhold payment from the employee's paycheck not exceeding 10% of the employee's overpayment until repayment is made. Any underpayment/overpayment shall be limited to the previous twenty-four (24) calendar months. Additionally, the employee will not be held liable for back pay due to their being hired at the inappropriate step of the pay plan. However, the Medical Center retains the right to correct the error in the rate of pay, inclusive of any hours not already paid.

K. LONGEVITY PAY

1. Beginning in July of 1987, employees in the bargaining unit who completed fifteen (15) or more years of credited service (31,200 hours) between July 1st and June 30th of the previous fiscal year shall receive a lump-sum longevity payment. The payment shall be based upon the straight wage and hours paid by Hurley Medical Center up to 2080 in the fiscal year and the following formula:

Years	Percent
15	4%
16	4%
17	4%
18	4%
19	4%

20 to 24      6%

25 and over    8%

2. The payment shall be made on a separate check issued the first full pay period in July following the completion of the fifteenth year. Employees must be employed at Hurley Medical Center as of June 30th of the fiscal year in order to receive payment for longevity in the fiscal year.

3. Effective July 1, 1991, employees in the bargaining unit after completion of 10, 11, 12, 13 and 14 years of service, respectively, shall receive a two (2%) percent lump-sum longevity payment. Payment shall be as outlined in paragraph number two, above.

#### ARTICLE XIV. HEALTH PROGRAM

##### A. PHYSICAL EXAMINATIONS

1. At the time of hiring, all employees shall receive a physical examination by a licensed physician at no expense to the employee. Such physical examination shall include the following laboratory and radiology tests:

- a. Single view chest x-ray
- b. Urinalysis
- c. Urine Drug Screen
- d. Chemistry Profile (Eval 20)
- e. CBC with differential
- f. Serum alcohol level
- g. Hepatitis B. Antigen
- h. Immunity for Hepatitis B
- i. Immunity for Varicella (chicken-pox)
- j. Immunity for Rubella (german measles)
- k. Immunity for Rubella (measles)
- l. VDRL
- m. Screening Tuberculosis (TB) test

2. Other physician examinations shall be provided when recommended by the examining physician or when requested by the Medical Center's Administration. Following surgery of any duration requiring a leave, or any illness leave of ninety (90) days or longer, an employee will have a physical examination by a licensed physician designated by the Medical Center at no expense to the employee. This examination will be completed before the employee is allowed to return to work. Such physical examination will be scheduled by the Medical Center within seven (7) days following notice to the Employee Health Office from the employee of authorization by the treating physician to return to work.

3. Employees will receive TB screening tests in frequency patterns required by the regulatory agencies effecting the Medical Center. All employees will be tested at least annually. Work areas considered to be high risk for TB exposures will receive testing more frequently as established by the regulatory agencies. TB screening tests will be provided at no expense to the employee.

4. Employees shall comply with the health related requirements of any regulatory agencies effecting the Medical Center.

#### B. IMMUNIZATIONS

1. The Medical Center shall provide each employee with the opportunity of obtaining the following immunizations without charge:

- a. diphtheria-tetanus toxoid booster
- b. influenza immunization
- c. hepatitis b. vaccine

2. Employees shall receive such immunizations as may be required based on exposure and past record of need.

#### C. ILLNESS ON DUTY

Emergency treatment for an employee who becomes ill while on duty shall be provided by the Medical Center without charge to the employee except for those items



which are covered by his/her Blue Cross-Blue Shield Insurance. A copy of Form #32400 (Request for Health Service Treatment), signed by their supervisor must accompany the employee when reporting to the Emergency Room.

**ARTICLE XV. VACATIONS**

A. Vacations for employees employed by Hurley Medical Center who work 100 hours or more per schedule shall be computed on the basis of time worked each fiscal year. A fiscal year is defined as commencing the 1st of July and ending the following June 30.

B. Vacations for full-time employees shall accrue as follows:

<b>Year of Service</b>	<b>Days Accrued</b>	<b>Per Hours Worked</b>	<b>Maximum No. of Days Per Calendar Year</b>	<b>Maximum Accumulation Days</b>
Less than 5	.92	173	11	22
5 thru 9	1.34	173	16	32
10	1.42	173	17	34
11	1.50	173	18	36
12	1.59	173	19	38
13	1.67	173	20	40
14	1.75	173	21	42
15 and over	1.84	173	22	44

On July 1 of the year following completion of the fifth, tenth, eleventh, twelfth, thirteenth, fourteenth, and fifteenth year of consecutive service, vacation leave shall be credited as having accrued on the above basis for the entire preceding fiscal year.

C. Vacations for part-time employees shall accrue as follows:

All part-time employees shall earn vacation time based on seniority in accordance with the above schedule. Initially, such employees will be eligible to utilize vacation days upon completion of 1040 work hours and as accumulated thereafter, subject to the provisions outlined within this article.

On July 1 of the year following completion of the fifth, tenth, eleventh, twelfth, thirteenth, fourteenth, and fifteenth year of consecutive service, vacation leave shall be credited as having accrued on the above basis for the entire preceding fiscal year.

D. In the event the employee suffers a compensable injury or illness and is therefore unable to use his/her accumulated vacation time, such vacation time may be retained as accumulated and used in accordance with Article XV, G. Within the discretion of the Department Head, any employee may be required to take, during the year, vacation leave equivalent to one-half ( $\frac{1}{2}$ ) of the vacation leave accumulated in the preceding year.

E. Consecutive service for purposes of administering this article shall mean employment uninterrupted by resignation or discharge. However, an employee shall not receive vacation credit for any absences without pay of two (2) calendar weeks or longer. Vacations may be taken at any time during the fiscal year with the approval of the Medical Center.

F. An employee whose vacation period contains a holiday shall have one day added to his/her vacation, or may schedule one vacation day at a subsequent time.

G. If an employee makes a request to take a vacation prior to July 1 and the Medical Center approves the vacation, the amount of vacation time allowed with pay is the number of days credit earned as of the beginning date of the vacation. Employees who take their vacation prior to July 1, may anticipate maximum accrued vacation time; if taken prior to July 1, the Medical Center will give that employee additional pay on the first (1st) pay day following July 1 in an amount equal to the difference between the amount of vacation time paid at the time the vacation was taken and the amount of vacation credit as of July 1.

H. An employee who is on leave of absence because of illness and has exhausted his/her sick leave accumulation shall have the option of either going on leave of absence without pay or using his/her currently earned vacation days for the remaining period when she/he is off ill.

I. If an employee's service with the Medical Center is terminated at any time after he/she has completed one (1) year of service, or if he/she enters the armed forces of the United States regardless of his/her length of service, she/he shall receive vacation pay accumulated up to the date of termination. In case of his/her death, the proportionate share of his/her unused vacation pay will be paid to the employee's estate.

J. Vacations will be granted on a seniority/preference basis if applied for in writing to the appropriate supervisor and on the proper leave form. Additionally, employees must specify/designate the requested vacation leave time as their first, second, or third . . . choice. No employee will be granted a second vacation before another requesting employee has received a choice, if the vacations conflict. Vacation choices are to be specified twice a year, i.e., for the period May through October and November through April. Vacation requests for the months of May - October must be applied for by February 1st and vacations for the month of November - April must be applied for by August 1st. The vacation requests will be answered in writing within 14 calendar days of the above stated time limits. Vacation time not requested previously will be granted on a first applied first approved basis. The request will be answered in writing within seven (7) calendar days of submission.

Summer vacation approvals (6/16 through 9/10) shall be limited to twenty (20) working days in an effort to ensure equity to all members. Vacation requests for greater than twenty (20) days may be approved by mutual agreement. (Military leave excluded.)

For the purpose of informing members of available vacation: A vacation sign-up schedule shall be posted thirty (30) days prior to each seniority driven vacation request period due date, (i.e. January 2 and July 2), to which members may unofficially

write in desired vacation time. Accompanying this schedule will also be a list of member's names in order of seniority.

An official vacation schedule will be posted on the 14th day after the request due date (i.e. February 14 & August 14) listing all approved vacation times. This in no way takes the place of the policy relative to the application for and/or granting or denying vacations. It is the responsibility of the appropriate manager to ensure compliance with the above provisions.

K. In the Pharmacy there shall be a two-tiered system for granting vacation requests. Vacations shall be granted on a seniority basis if they are applied for by February 1st for the time period May 1st to October 31st or by August 1st for the time period of November 1st to April 30th. If a pharmacist does not submit his/her request by the above stated time limits, the request shall be granted on a first submitted, first approved basis. In any event, the pharmacist will be notified of approval or denial of vacation request within five (5) working days of submission or within five (5) working days of the above stated time limits of February 1st and August 1st.

In special cases where deposits or reservations must be made in advance of the above requirements, this information must be stated on the leave form submitted and time periods stated as well; in such cases, these requests will be answered within five (5) working days.

#### ARTICLE XVI. HOLIDAYS

A. Regular Holidays observed by the Medical Center are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day before Christmas, Christmas Day, and the Day before New Year's Day.

1. Each full-time employee will be paid for each of the above listed holidays at his/her regular straight time rate of pay, provided that she/he has worked on her/his last scheduled working day prior to the holiday and his/her next scheduled working day after the holiday or has had her/his absence for either or both of such days excused by the hospital.

2. Each full-time employee who is required to work on a regular holiday shall be paid at the rate of one and one-half (1 ½) times her/his regular rate of pay for the hours actually worked in addition to holiday pay.

3. A full-time employee who works on a holiday, at her/his request, shall receive one and one-half (1 ½) times his/her regular rate of pay for the hours actually worked plus receive a compensatory day off with pay, not to exceed eight (8) hours as scheduled by mutual agreement between the employee and the Nursing/Pharmacy department within four (4) weeks of the holiday.

4. Christmas/New Year's Holiday - By mutual agreement compensatory days off may be scheduled thirty (30) days prior to or following the holiday(s), instead of during the holiday pay period. Payment will be made in the pay period the compensatory day(s) occur(s). If such day(s) is/are not earned it/they will be deducted from the next pay period

B. Special Holidays observed by the Medical Center are the employee's birthday and the day after Thanksgiving.

1. Full-time employees who are not scheduled to work on a special holiday shall be paid for such holiday or be entitled to a compensatory day off with pay at their regular straight time rate of pay for such special holiday. Such compensatory days off shall be scheduled by mutual agreement between the Department and the employee.

2. A full-time employee who is scheduled to work, or who works on a special holiday at his/her request, shall receive his/her regular rate of pay for the hours worked and an equal amount of compensatory time off with pay. Such compensatory time is not to exceed eight (8) hours as scheduled by mutual agreement between the department and the employee.

C. GENERAL PROVISIONS:

1. An employee who is scheduled to work on a regular or special holiday but who fails to report for work shall not be entitled to any holiday pay or compensatory time off, unless his/her absence is excused by the Medical Center.

2. In all cases where benefits are received under this article, the hours worked on a regular holiday shall not be considered in computing any further overtime pay.

3. When a holiday falls within an employee's vacation period, or during an approved leave of absence with pay, he/she will be paid for that holiday in lieu of his/her vacation pay or leave of absence pay for that day. If on vacation, he/she may have one (1) additional day added to his/her vacation upon request.

4. a. It shall be the policy of the Medical Center to insure that part-time employees are utilized to the fullest possible extent for holiday work, and that a fair rotation system be established for full-time employees required to work on holidays.

b. For scheduling purposes full time and part time employees may not be scheduled to work more than two out of the following four holidays without mutual agreement: Christmas Eve, Christmas Day, New Years Eve, New Years Day. Full-time employees shall be scheduled to work either Memorial Day on the 4th of July and shall be scheduled to work either Labor Day or Thanksgiving. Part-time employees shall be scheduled to work on two of the following holidays: Memorial Day, July 4, Labor Day, or Thanksgiving. Conflicts will be settled on a rotating basis. All employees may rotate holidays on a year to year basis.

5. If any regular holiday falls on an employee's scheduled day off, such day shall be paid as a holiday and another day off may be scheduled at the mutual convenience of the appropriate Management Designee and the employee.

6. All work performed shall be considered as accomplished on the date during which the majority of hours are worked.

## ARTICLE XVII. LEAVES OF ABSENCE

### A. SICK LEAVE

1. Each full-time employee and each eligible part-time employee shall accumulate sick leave at the rate of one (1) day of "sick leave" for each 173 hours of credited service but not to exceed nine (9) days per year. Such sick leave may accumulate without limitation.

2. No sick leave shall be credited during the probationary period, but at the end of the probationary period the employee will be given credit for sick days earned and will thereafter earn additional credit as described above.

3. Sick leave shall be paid at the employee's regular rate of pay at the time the sick leave is used.

4. Payment for sick leave shall only be paid for time lost for which the employee normally would have been required to work except as provided in Article XVII, Section A, (8).

5. Employees are expected to use sick leave only for the purpose herein provided. An employee who becomes ill or is injured and who expects to be off work so as to use his/her paid sick time should notify the appropriate office as promptly as practical under the circumstances. Such notice should in all cases except extreme emergency be given in advance of the start of an employee's scheduled work shift, one hour (1) hour on first shift; one and one-half (1 ½) hours on second shift and at least one and one-half (1 ½) hours on third shift.

6. If an employee becomes seriously ill or injured during his/her vacation with one or more weeks of vacation time left, he/she may, at her option, and upon submitting medical verification, complete his/her vacation time before using his/her paid sick time credit or may suspend his/her vacation at a point where he/she has one or more full weeks of vacation time left and begin to use his/her paid sick time thereafter. In such circumstances, the employee should immediately notify the office of the situation, unless his/her condition prevents his/her from doing so.

Employees with more than twenty (20) days accumulated sick days shall have the option of receiving payment for unused days (to be paid at the base rate of pay in effect on June 30) in accordance with the following formula:

No. Earned Sick Days	Maximum No. Days Employees May Be Paid	Minimum No. Days Employee May Bank
9	7	2
8	6	2
7	5	2
6	4	2
5	3	2
4	2	2
3	1	2

Requests for payment must be submitted to the Personnel Department no later than May 30 of each year. Payment will be by separate check in the payroll covering the first full pay period in July. Sick days that are not used or paid shall accumulate to the next year. Eligibility for sick day payoffs will be determined at the end of the last pay period for the fiscal year.

7. a. When an employee is on sick leave which extends beyond the time when she/he has exhausted his/her sick leave accumulation, she/he may, at his/her discretion, have such additional days charged against his/her vacation days then accrued or take a leave without pay for the remaining period of that illness, upon his/her written request or the Director of Nursing/Pharmacy Service.

b. S&A Program - Employees who regularly work one hundred (100) hours or more per schedule in the bargaining unit and have completed their 1040 hours of work are eligible for sick and accident insurance. An employee known to be ill or injured resulting in disability as evidence by a statement from their physician attesting to such condition will be placed on sick and accident leave status commencing on the 15th day



of hospitalization or fifteen (15) days following the last day worked for illness or accident without hospitalization. Sick/accident leave benefits consist of sixty (60) percent of employees base weekly wage rate for a period of up to twenty-six weeks, with a maximum benefit of \$300.00 per week. All members may increase their S&A cap from \$300.00 per week to \$500.00 per week at their own expense. Members may apply for optional insurance coverage. (e.g. AFLAC, at their own expense.)

Employees will be allowed the option of using two (2) sick days when on sick/accident leave (or upon exhaustion of sick days, vacation days may be used) per week, and such payment will be made on regular pay days which occur during the period the employee is drawing sick and accident benefits. To utilize this option, the employee must submit a leave form according to normal procedures.

Sick and accident application forms will be available through the Personnel Department. These forms are to be completed by the employee's physician and shall be returned to the Personnel Department within ten (10) calendar days of the occurrence of the first (1st) day of disability in order for the employee to qualify for sick/accident benefits. This ten (10) day period shall be waived upon the employee providing convincing proof that the delay in submitting sick leave forms was beyond the employee's control. Seniority and continuous service (i.e., longevity and step increases) of employees on sick/accident leave shall accumulate. Extension forms must be filed within three (3) days.

Employees on sick/accident leave may, at their option, continue to contribute to the pension program for pension credit.

The employer will continue premium payments for sick/accident insurance, Medical & Surgical, and Dental Insurance for any employee covered by the sick/accident insurance.

Effective January 1, 1993, the current Sick and Accident Program will be converted to a program as follows: 15 day elimination period for basic benefits; 60% of salary up to \$300 per week basic benefit cap; 26 week basic benefit

maximum; 270 day elimination period for extended benefits; 60% of salary up to \$3,000 per month extended benefit cap.

The extended benefit period noted above will not increase the length of time the Medical Center will continue fringe benefits (i.e. health insurance, dental insurance, etc). The Medical Center and the Bargaining Unit will share any increases in costs of the new disability policy 50-50.

c. A leave of absence without pay because of illness following the exhaustion of an employee's accrued sick leave may be granted for a period up to two (2) years without loss of employment status or any benefits accrued at the date of the commencement of leave. Such request shall be accompanied by a physician's certification as to the necessity of the requested leave.

d. The employee will be able to return to work in the same position, classification, and shift held by him/her before going on sick leave, if she returns to work no later than 26 weeks after the start of such leave. Employees who do not return to work within the 26 weeks, but utilize accumulated paid time off, and who return to work upon the exhaustion of paid time off, shall be returned to their same classification and previous shift. Otherwise, for an 18 month period following the expiration of the 26 weeks, or the exhaustion of the accumulated paid time, the employee shall have the right to return to work in a job in the bargaining unit. However, when a vacancy exists the employee shall have the right to his/her original classification and shift.

8. Sick leave for an employee who works less than his/her regularly scheduled shift as a result of an illness should be computed as follows:

Any employee who works less than her/his regularly scheduled shift as a result of illness shall receive regular pay for all hours worked on that day. In addition, employees shall have the option of taking sick leave pay in 2 hour increments to equal at least a full day's pay, but not to exceed twelve (12) hours of sick leave pay.

9. Employees will not be required to obtain a physician's certificate for sick days unless the illness extends for more than three (3) consecutive days; provided, that the Medical Center may require physician certificate in cases of absences in excess of sick leave

days earned each year, or where a pattern of absences emerges following proper written notification to the individual employee. A "pattern" shall be formed when an employee has missed a total of nine (9) shifts composed of the day before or the day after a weekend off or a scheduled weekend shift.

10. Paid sick leave will be granted for emergency visits to a physician or dentist which is required because of symptoms that arose on the same day the appointment was made or the day immediately prior thereto. Administration may request verification of such visits.

11. An employee who participates in the American Red Cross Blood Program at Hurley Medical Center shall receive time off with pay for purposes of making a blood donation. Such paid time off shall be limited to four (4) hours per appointment if complications arise.

12. An employee who retires from the City of Flint, Hurley Medical Center, under the provisions of the Retirement Ordinance, shall be compensated in cash for any accumulated unused sick leave days. This compensation shall be excluded from the calculation of the employees final average compensation.

13. A named beneficiary or dependent survivor, as defined by the IRS, of an employee whose death is duty or non-duty related, shall be paid in cash for each day of unused or accumulated sick leave.

No payment against unused, accumulated sick leave shall be made if death is determined by a medical examiner, to have been caused by suicide.

14. Form Letters - The 12 months will be measured as of the first day of a month. If a form letter is to be issued, it will be issued before the first of the following month.

Employees who have had their form letters rescinded shall have their attendance monitored regularly and evaluated from the date and month of rescission. In determining whether or not a form letter will be reissued in the future, absences prior to the date of rescission will not be counted.

B. PERSONAL LEAVE OF ABSENCE

1. Personal leave of absence without pay for reasons other than specifically provided elsewhere in this agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the Medical Center upon written application by an employee.

a. When a personal leave of absence under this provision is granted for a specific period of up to thirty (30) days, the individual shall be entitled, at the termination of such leave, to be re-employed in the same classification she held at the time the leave was granted. Seniority and longevity shall be retained but not accumulated during this period of leave, except that accumulated vacation with pay may be used in addition to or in lieu of personal leave at the employee's request.

b. When a personal leave is granted for a period of more than thirty (30) days, the employee's position will not automatically be held open for him/her. If his/her position is not to be held open, he/she shall be so advised at the time that determination is made. If the employee is unable to return at that time, he/she may be re-employed at the level and type of position previously held, or in such other position and level in which there may then be an opening. During such leave an employee's seniority and longevity shall be retained but not accumulated, and sick leave and vacation shall be retained but not accumulated, except that accumulated vacation with pay may be used in addition to or in lieu of personal leave at the employee's request. If a subsequent vacancy occurs in the employee's original classification, the employee will be restored to his/her previous classification before any other employee is appointed to that classification.

2. The employee shall, when personal leave is granted, keep the Medical Center informed of any change in his/her status or conditions causing the employee to request leave.

3. Extensions of an employee's personal leave of absence may be granted, when requested in writing.

4. a. Employees who change their status during the fiscal year shall have their Personal Days prorated, not to exceed the maximum which they would be entitled

to receive in their new status. Additional days to be granted, if any, shall be based on hours paid by the Medical Center and/or potential number of hours of work remaining in the current fiscal year. However, any employee having used any days granted prior to their status change, shall not have a negative balance.

b. Full-time employees shall be entitled to five (5) personal days per fiscal year. Personal Days may be carried over to a maximum of two years accumulation. Any days carried over to the next year shall not be utilized prior to the Monday following Labor Day. Personal leave days may be used if permission is requested 48 hours in advance. Normally, no more than one personal day will be authorized from the period of June 15 to July 1. Such permission will be granted provided these days are not covered in any other leave of absence policy. A minimum of one (1) personal day will be granted, if requested, between December 23rd and January 2nd. Personal leave days under this section shall only be used Monday through Friday. Restrictive provisions of this paragraph will be waived only in cases of emergency or unusual/extenuating circumstances.

5. Twelve hour employees who are scheduled off on a personal day shall use eight (8) hours of personal time and at their option, four (4) hours of vacation time or other benefit time excluding sick days/time.

Additionally, 100-hour employees as described in Article XII, paragraph b (3), shall be entitled to two paid personal days per year. Said days may be accumulated to a maximum of two years and utilized in accordance with the above restrictions. Upon reasonable notice, such personal business days may be utilized for matters of importance to the nurse.

C. EMERGENCY AND BEREAVEMENT LEAVE

Leave with pay of not more than three (3) days plus not more than two (2) days travel time may be granted for death or critical illness in the employee's immediate family. The immediate family shall be defined to include parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, husband, wife, children, step-children, brother, sister, step-parents, step-grandparents, step-brother, step-sister, brother-in-law, sister-in-law, step-parent in-laws or other relatives living in the employee's home. An

emergency leave shall also be granted in the event that an employee's residence is on fire or substantially damaged by one. Employees shall also be granted leave with pay up to one-half (1/2) day for purposes of attending funerals of other close relatives. Total paid leave for any one bereavement or emergency as outlined in this paragraph shall not exceed a total of five (5) working days. An emergency leave may be supplemented through the use of vacation leave as elsewhere provided upon written request of the employee.

Reasonable travel time will be granted to those individuals who must travel in excess of 300 total miles to attend a funeral of any immediate family member. One paid day shall be granted for a minimum of each 300 miles traveled. However, under no circumstances will such time exceed two paid days.

An employee may be entitled to use one (1) emergency day when required to take or accompany an immediate family member to a hospital for emergency care services. Proper verification must be provided to substantiate the hospital care rendered.

Other situations considered an emergency by the employee's department head may be covered by accumulated paid time off benefits including sick days. In such cases, the department head shall waive any restrictions concerning advance scheduling of paid time off used.

Employees will be required to submit documentation supporting requests for all Emergency and Bereavement Leaves. Required documentation is described below:

- a. Emergency Leaves for Critical Illness: Forms to document critical illness in the immediate family are available in the Human Resources Office and in the Nursing Office.
- b. Emergency Leave for House Fire: A report of the fire from the local Fire Department is required.
- c. Immediate Family Bereavement Leaves: Any of the following documents will be accepted as long as they include the date of death: (if additional travel time is requested, documentation of the location of the funeral must be included.)
  1. Obituary with the name of the employee included

2. Statement from Funeral Director acknowledging attendance at funeral
  3. Memorial Service Program or Card
- d. Other Close Family Bereavement Leaves: Any of the following documents will be accepted as long as they include the date of the funeral or memorial service:
1. Obituary with the name of the employee included
  2. Statement from Funeral Director acknowledging attendance at funeral or memorial service
  3. Memorial Service Program or Card

#### D. MATERNITY LEAVE

1. In compliance with State and Federal statutes, the Medical Center and the Organization agree to treat all maternity related health problems as normal sicknesses and disabilities. Provisions of the sick leave section will then be applied.

2. The employee will be able to return to work in the same job and classification held by her before going on such leave and on the shift to which her seniority entitles her, if she returns within three (3) months after termination of pregnancy. Otherwise, she will return to work in a similar job where a vacancy exists until such time as she can be reinstated in her original classification and on her original shift.

3. Fathers may elect to take a personal leave of not more than six (6) weeks under the terms of this Article. The leave must occur within the first three (3) months after delivery, must be of a continuous nature, and will be without pay unless accrued benefit time (vacation or personal days) is used. Verification must be provided, i.e., copy of birth certification. However, if any portion of this paternity leave (maximum of 6 weeks) qualifies as an FMLA leave, that portion which qualifies as FMLA shall be subject to the hospital's standard practice on FMLA leaves (ie: benefit days must be used before leave without pay is granted).

4. Adoption shall be handled under the above provisions of paragraphs two and three.

E. MILITARY SERVICE LEAVE

1. Whenever an employee who is a member of the National Guard, Naval Reserve, Marine Reserve, Air Force Reserve, Coast Guard Reserve, or Army Reserve, is called to active duty or is compelled to participate in classes or instruction as part of an activated reserve unit, he shall be paid, during the time of such service the difference between his regular wage or salary and the allowance of the State of Michigan, or other governmental authority, for such service, provided that in the case of active service the total period of payment shall not exceed three (3) calendar weeks in any single calendar year and in the case of compulsory reserve training, the period of payment shall be determined by the appropriate department head. Before such payment shall be made, the employee shall furnish the Personnel Director of Hurley Medical Center with a letter from the commanding officer showing the period of active duty and the allowance made the employee by the State of Michigan or other governmental authority for such service.

2. Requests for military leave of absence by reservists who are activated for summer training or other military services shall be made to the Medical Center in writing as soon as the employee is notified and not less than three (3) working days after receipt of notice from the military. The three (3) working days notice will be waived for unusual, extenuating circumstances including late notice from the military and emergency situations preventing the employee from providing timely notification. An employee on military service leave shall retain any unused sick leave or vacation time accrued, and his/her rights under such leaves shall be governed by applicable Federal and State statutes and court decisions.

F. EDUCATIONAL LEAVE

Upon written application, an employee may be granted a leave of absence to pursue a full-time education program in nursing/pharmacy or a related field until completion of his/her degree without the loss of employment status or accrued benefits, provided, however, that the length of the time of educational leave shall not be for more than two (2) years. Requests for extension of leave beyond two (2) years will be reviewed by a



committee of four (4) members, two (2) of which shall be selected by the Bargaining Unit.

G. ORGANIZATION BUSINESS LEAVE

1. An employee who is selected or elected by the Organization for official Organization business that will require absence from work, shall be granted a leave of absence without pay and loss of status for one (1) year and said leave may be renewed upon request. Such employee shall retain seniority and all other rights of accrued longevity, vacation time, and sick leave.

2. Two (2) members selected by the Organization, and employed by the Medical Center, shall be granted with pay to attend official labor/delegate training. Such meetings shall be limited to not more than twenty (20) hours of pay per member per meeting, and shall not exceed three (3) meetings in any one (1) calendar year. The name of the member, together with the time, date, place, and purpose of such meeting shall be submitted to Labor Relations by the President of the Organization at least fifteen (15) days prior to the date of such meeting.

3. A leave, without pay, may be granted for not less than two (2) hours for other organization business provided that not less than twenty-four (24) hour advance notice is given.

H. CIVIC ACTIVITIES

A paid leave may be granted to an employee who is required to be absent from work because of his/her involvement in Civic activities (e.g. United Fund, Red Cross, Schools, etc.). Such leave must not exceed four (4) hours and must be applied for not less than forty-eight (48) hours in advance.

ARTICLE XVIII. WORKERS COMPENSATION AND SUPPLEMENTAL PAY

A. The Medical Center shall provide coverage for all employees under the Michigan Worker's Compensation Act.

B. An employee who is injured and draws Worker's Compensation as a result of his/her employment by Hurley Medical Center will, except where the injury is due to the gross negligence of the employee, receive from the Medical Center a supplemental payment

equal to the difference between the weekly Worker's Compensation received and his/her normal take-home pay. These supplementary payments will be made bi-weekly for time actually lost for not more than twenty-six (26) weeks, within a twelve (12) month period following the date of injury.

- C. Supplementary payments provided for in Paragraph B above shall cease:
  - 1. When the employee returns to work.
  - 2. If the attending physician certifies that the employee is able to return to work.
  - 3. If the employee is permanently disabled and receives a disability retirement under the City of Flint Pension Program and/or disability benefits under Social Security.

#### ARTICLE XIX. JURY DUTY, COURT TIME

A. An employee who is called for jury duty shall notify his/her immediate supervisor immediately upon receiving notice of such call.

If an employee serves on jury duty during days when she/he would normally be scheduled to work, the Medical Center will provide a jury duty pay supplement to make up the difference between the jury duty earnings and his/her normal weekly pay check upon her presentation to the Personnel Office of a written statement of his/her jury duty earnings from the proper court official.

#### B. COURT TIME

If an employee is called as a witness in a judicial proceeding for reasons arising out of his/her Medical Center employment, he/she shall:

- 1. Receive leave with pay for such attendance if it arises during a period when he/she is scheduled for work, or
- 2. Be paid at one and one-half (1 ½) times his/her normal rate of pay for such court time when it occurs during hours when he/she is not scheduled for work.

3. Any subpoena fees paid by the court to the employee shall be turned in to the Medical Center payroll office before the above payments will be made.

C. The Medical Center shall reimburse employees for actual and necessary parking lot fees, local transportation fees, and such other expenses subject to the conditions listed below, incurred as a direct result of being required to appear in court in relation to the performance of professional duties. Claims for reimbursement of such charges shall be supported by receipts, ticket stubs, or other evidence of payment.

#### ARTICLE XX. INSURANCE PROGRAM

The Medical Center agrees to offer a cafeteria benefit plan to members of the union as soon as the Medical Center has the computer capability to administer the program for any of the Medical Center's bargaining units. The specific cafeteria plan will be negotiated at that time.

##### A. HOSPITAL MEDICAL AND SURGICAL INSURANCE

The Medical Center will provide, without charge, eligible employees and their family, medical and surgical insurance coverage at the same or comparable level as outlined in the comprehensive group, hospital preferred benefits, MVF-2, including master medical coverage option-4, for family ward coverage with a \$2.00 co-pay prescription rider, a ML-rider, a hearing aid rider, and an ER rider added to all Blue Cross plans. "Mamm and Pap rider" added to PPO insurance 1/1/97, and traditional Blue Cross effective 1/1/99. This option must be exercised within 30 days of the employee's date of hire, or during the enrollment period. Changes such as marriage, death, birth, divorce, etc., should be reported to the Personnel office within 30 days of the effective date of change.

In the event that the GLS areas becomes serviced by a group medical practice plan (or individual practice association) the Medical Center will make arrangements to provide annually for such employee to enroll for health coverage through the carrier providing such coverage, subject to the availability and enrollment requirements of such optional plan.

Additionally, the Medical Center may offer an M-Care / Hurley PHO Point of Service Product as an option for eligible members in selecting health insurance. If available, eligible members may choose the M-Care Plan effective January 1, 1997.

Effective September 1, 1992, all new employees in the bargaining unit eligible for health care insurance who select Blue Cross/Blue Shield shall receive the Blue Cross/Blue Shield PPO rather than the traditional plan. Additionally, members of the bargaining unit hired prior to September 1, 1992, will be given the option of changing their current health insurance to the Blue Cross/Blue Shield PPO.

Effective September 1, 1992, all employees in the bargaining unit who receive Blue Cross/Blue Shield or Health Plus insurance coverage will have inserted in their policy a \$500 inpatient co-payment waived for treatment received at Hurley, or treatment which is not part of Hurley's services, or treatment which is provided on an emergency basis, or out of Hurley's service area (i.e.: the GLS region). Members and their covered spouses/dependents who are inpatients at Hurley Medical Center will not be charged additional fees for basic telephone service, basic television service, or for private rooms when available.

Employees who have spouses working at the Medical Center or elsewhere will be allowed to coordinate benefits.

B. DISCOUNT POLICY

Employees who do not elect medical and surgical coverage shall receive the Medical Center's discount policy. The Medical Center will provide a discount on the Medical Center's inpatient charges on the employee, the employee's spouse and dependent minor children, and any other dependent living in the employee's household, in an amount which is or would be equal to any inpatient charges not covered by the hospital's medical and surgical coverage described above. The Medical Center will provide a similar discount for outpatient services, which will be limited to not more than sixty-five (65%) percent of the total charge except for prescriptions filled by Hurley Medical Center's Outpatient Pharmacy which shall be provided at no cost to the employee.

1. Employees requesting a discount for outpatient service, other than emergency service, should obtain a discount certificate from the Personnel Office prior to such service. It shall be the responsibility of the Personnel Office to check the admission sheet (including in and outpatients) daily to determine services given to employees. From the admission sheet the Personnel Office will complete discount slips and forward them to the Cashier's Office (or the outpatient clerk). It will be the responsibility of the employee involved to notify the Personnel Office when a member of their immediate family has received hospital service.

C. OPTICAL PROGRAM

Employees who have completed their probationary period of six (6) months employment or 1040 hours, and who are full time or regularly scheduled 100 hours or more per schedule, shall be eligible employees together with the employee's spouse and unmarried children of the employee under the age of 19 years who are solely dependent upon the employee for support, are eligible for vision benefits.

Covered vision expenses are the reasonable and customary charges for the following services and materials provided by an Ophthalmologist, and Optometrist, or an Optician:

Medical Eye Examinations by an ophthalmologist or vision testing examinations by an optometrist. and prescription of glasses where indicated. Lenses and frames - when lenses are prescribed by an ophthalmologist or optometrist, the necessary materials and professional services connected with the ordering, preparation, fitting, and adjusting of:

1. Lenses (single vision, bifocals, trifocals, lenticular). If you select lenses, the size of which results in an additional charge, only the reasonable and customary charge for 65 mm blank lenses of the same material and prescription will be considered a covered expense. If you select photo chromic lenses, only the reasonable and customary charge for clear glass lenses of the same prescription will be considered a covered expense.

2. Contact lenses: provided, however, that \$150.00 is the maximum amount that will be considered a covered vision expense for contact lenses.

3. Frames adequate to hold lenses which are a covered vision expense; provided, however, that \$50.00 is the maximum amount that will be considered a covered vision expense for a frame.

For each eligible individual, there are the following limitations on the frequency with which charges for certain services and materials will be considered covered expenses.

	<b>Children Under Age 18</b>	<b>Adults</b>
Examination	Once during any period of 12 consecutive months	Once during any period of 24 consecutive months
Lenses & Contact Lenses	same above	same above
Frames	same above	same above

The limitations on lenses, contact lenses, and frames apply whether or not they are a replacement of lost, stolen, or broken lenses, contact lenses, or frames.

For those nurses involved in laser surgery, the Medical Center will provide the same laser eye glass protection which it makes available to physicians.

**D. DENTAL INSURANCE**

The Medical Center will provide each employee with Dental coverage in the following amounts: 100% treatment cost for preventive diagnostic (except radiographs) and emergency palliative (Class I) services and 90% of the balance of Class I benefits. 50% of the treatment costs paid by the program on Class II benefits; with a \$1,000 maximum per person per contract year on Class I and II benefits. 50% of treatment cost paid by the program on Class III (orthodontic) benefits, with a \$1,000 lifetime maximum. Eligibility - completion of probationary period and regularly working 100 hours or more per four week schedule.

E. LIFE INSURANCE

1. The Medical Center shall provide to each full-time employee without charge, life insurance and dismemberment coverage in the amount of \$20,000, with double indemnity coverage in the event of accidental death.

2. The Medical Center shall provide to each 100 hour employee without charge, life insurance and dismemberment coverage in the amount of \$7,500.00, with double indemnity coverage in the event of accidental death.

3. The Medical Center will make available to all employees, full or part-time, the opportunity to secure life insurance at the employee's own expense, either the present program or the new premier 3 program, and will make payroll deduction for payment of these premiums upon the employee's authorization.

F. LIABILITY COVERAGE

The Medical Center shall provide liability coverage for all employees working in the Medical Center who may be subject to liability claims for incidents arising out of their Medical Center employment. The Medical Center will provide the Organization with a description of the coverage and the limitations of it in writing.

G. RETIREMENT

All employees shall be entitled to membership in and benefits of the City of Flint Retirement System as provided in Ordinance #625, April 22, 1946, as amended. However, temporary employees are excluded from membership in the retirement system. Total and permanent disability for eligible Registered Nurse members shall be defined as the member being totally and permanently incapacitated for duty as a Registered Nurse at Hurley Medical Center. Total and permanent disability for eligible Registered Pharmacist members shall be defined as the member being totally and permanently incapacitated for duty as a Registered Pharmacist at Hurley Medical Center.

Participation in the pension system shall be voluntary for employees scheduled to work less than 80 hours a month. Present employees who have worked 90 days in this category, may elect to get monies contributed to this pension system refunded and stop the payment of pension. Once such an employee has opted out of the pension plan, he/she may not rejoin the pension plan unless and until he/she becomes a full-time employee or is regularly scheduled to work 80 hours or more per month. A member who has opted

to withdraw from the pension system as described in this paragraph may buy back the full amount only of lost retirement service credits for months in which he or she has been paid for at least 80 hours (excluding all time during which the member did not participate in the retirement system) by making the required payment (including interest as described in section 365-35(D) of the Retirement Ordinance) to the City of Flint Retirement System. Members of the contributory pension system who retire may select the pop-up option.

Military and Prior Governmental Service Buy Back - Employees may purchase, at their own expense, military and/or prior governmental service time for retirement purposes only anytime prior to retirement. The method of calculating the cost of such purchases shall be determined by the City of Flint Retirement Office. The total number of years of military or prior governmental service available for purchase shall be controlled by the City of Flint Retirement Office.

H. DEFERRED COMPENSATION

The Medical Center agrees to make payroll deductions, as authorized by the Organization, for purchase of deferred compensation.

I. UNEMPLOYMENT COMPENSATION

Coverage shall be provided for each employee in accordance with the State of Michigan compiled statute.

ARTICLE XXI. EVALUATIONS, PROMOTIONS, AND SENIORITY

A. EVALUATIONS

1. Written evaluations of the work performance of employees shall be completed by their appropriate supervisors in accordance with schedules established by the Medical Center. All performance appraisals will be presented to and discussed with the with the employee directly by the Head Nurse or Pharmacy Supervisor who will sign said document. Assistant Head Nurses may participate in such presentations and discussions with RN members, and will sign subsequent to the Head Nurses signature. The signature of the Assistant Head Nurse signifies he/she supplied some information and/or documentation on the appraisal to the Head Nurse. If the Head Nurse or Pharmacy Supervisor is unavailable, his or her responsibilities regarding appraisals will be assumed by the appropriate Nursing



or Pharmacy Director. For the purpose of performance appraisals, the Head Nurse will be considered the immediate supervisor of the member.

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

3. If an employee is in disagreement with the evaluation, a written dissenting opinion may be filed on such an evaluation with Personnel Office and/or a complaint may be filed through the grievance procedure. Such grievances may be submitted only for less than satisfactory evaluations or if an employee feels comments made are not factual. If the grievance is granted, the disputed evaluation will be removed from the employee's record and a new evaluation issued.

4. No evaluation shall be used to delay any increase in pay due the employee because of accrued longevity as provided in the compensation schedule. Evaluations shall not be used to withhold or delay any step increases due to an employee as provided in the compensation schedule.

5. Patient advocacy issues shall be addressed with the employee in a timely manner. Said meeting shall occur prior to the issue/concern being placed on the employees performance appraisal.

6. Evaluation of the supervisor may be submitted to the director of the appropriate department during the month of September. The evaluation will be integrated into the performance appraisal of the supervisor in order to provide feedback to the supervisor on his/her performance as perceived by staff. It is the responsibility of the bargaining unit in cooperation with management to distribute these forms. The form for said evaluation will be developed jointly by management and the bargaining unit.

#### B. PROMOTIONS

1. The Medical Center encourages all bargaining unit employees to apply for any promotion, preferred permanent job opening, and/or permanent newly created job within the bargaining organization. Preferred positions shall be defined primarily as Monday through Friday and other desirable positions as mutually agreed to. Examples of preferred positions are CVSU, Cardiac Rehab., Cardiac Education, Senior Health Center

Pharmacist, Discharge Planning, Home Care, Outpatient Clinics, Holly Road Mental Health Unit, Geriatric Outreach, Adolescent Clinic, Radiology, In & Out Surgery, and Pre-Admission Testing, as listed in Article XXXI #16. Consistent with this, when permanent vacancies within the bargaining unit occur, the Medical Center will give advance notice to the bargaining unit and will post and publish such permanent and preferred vacancy or new positions for fourteen (14) calendar days. During that time, employees will have an opportunity to apply for such positions with the Personnel Department. Selections will be made from among applicants applying in accordance with this article.

2. A copy of such applications shall be kept on file in the Personnel Department. The Organization, upon written request, shall be permitted to receive or review copies of the current applications.

3. In order to implement a promotional policy, the Medical Center encourages all bargaining unit employees to apply for any promotional opportunities.

A notice of promotional opportunity will be submitted to the Chairperson of the Organization in advance of posting. Such posting will include the vacancy and the necessary qualifications for the open position.

4. Employees who have appropriately applied for positions within the bargaining unit, and who qualify as determined by one representative of the Personnel Department and one representative of the union, will have their application submitted to an interview panel consisting of:

- a. A representative from Personnel
- b. A representative from Nursing Administration/Pharmacy Administration
- c. The appropriate Head Nurse/Pharmacy Supervisor
- d. A staff RN from the appropriate unit / a Staff Pharmacist

The Hurley Medical Center's standardized interview form shall be completed by the interview panel.

5. The Medical Center will fill the bargaining unit position from among the qualified applicants whose combined promotional score including examination and credit for RN/RPh seniority at the Medical Center, ranks highest of the employees applying for

the vacancy. When the selection process has been completed, the results will be discussed with the employee upon request.

6. The promoted employee will be granted a trial period of no more than six (6) months during which time the Medical Center will assist in the development of necessary skills. During the six (6) month trial period, either the Medical Center or the employee may elect to return the employee to their former position.

7. The nurse that fills a vacancy on a temporary basis shall be paid the rate of the higher classification. Temporary assignments, taken within one (1) year that a permanent position being filled, shall not be considered in the application for any such position other than credit for seniority.

8. Should the Medical Center decide to waive any portion of the qualifications, the job openings within the bargaining unit shall be reposted and the promotional procedures again followed.

9. No promotional vacancy within the bargaining unit will be filled by personnel from outside the Medical Center unless no qualified nurse/pharmacist employed by the Medical Center has made application.

10. When a vacancy occurs within the bargaining unit and must be filled immediately, such vacancy shall be temporarily filled by the Medical Center from within the Medical Center pending completion of the promotional procedure.

### C. SENIORITY

1. Separate seniority lists will be maintained for full-time and part-time employees whose accrual shall be based on total hours paid for or worked and as provided in paragraph four (4) below on a pro-rata basis.

2. Seniority shall be defined as continuous length of service for those employees in the bargaining unit classifications, without interruption or break in service. However, seniority in the bargaining unit classifications will be the criteria for the determination of benefits as specifically noted in this agreement. Total city seniority shall prevail in instances not specifically covered by this agreement.

3. The following absences shall not be considered as breaks in employment, and during such listed absences seniority will be retained but not accrued.

- a. leaves of absence without pay (other than educational, military, or for organization business) which extends for two (2) weeks or more.
- b. layoff not to exceed two (2) years.
- c. upheld suspensions.
- d. non-duty disability retirement as provided in Ordinance 1860, City of Flint as amended.
- e. any unauthorized absence of fourteen (14) consecutive days or longer which does not result in the employee's separation from service.
- f. temporary and non-bargaining unit positions which do not exceed ninety (90) days.

4. The following shall not be considered as breaks in employment and seniority shall continue to accrue during such periods of absence.

- a. any military leave
- b. any educational leave not to exceed one (1) year.
- c. any leave for organization business not to exceed one (1) year.
- d. periods covered by Worker's Compensation or duty disability retirement.
- e. Any unpaid sick leave not to exceed one (1) year. However, paid benefits shall not accrue during such leave.
- f. maternity and adoption leave.
- g. seniority accrual as above will be credited only when the employee returns to duty.

D. JOB TRANSFER

1. Staff vacancies within the Nursing Department will be posted in the Nursing Office for fourteen (14) calendar days. Any RN in the bargaining unit who wishes to exercise his or her seniority rights for transfer should apply for such posted position during this time. If no RN's apply for such posted transfer opportunities, the filling of the vacancies will be coordinated by the Employment Office staff. In the event that a current RN wishes to apply for the position after the fourteen (14) day posting period in the Nursing Department, he or she must apply to the Employment Office. Such employee will be

offered that position if no qualified outside candidate has applied by the end of the same business day. In the event that two (2) or more internal candidates apply to the Employment Office as described above, the position will be filled by the most senior bargaining unit employee. If a qualified external applicant has applied, the internal candidate(s) will be considered along with applicants from outside the Medical Center.

2. Employees may transfer to vacancies which occur in any bargaining unit position provided that the nurse has the necessary qualifications to perform the job. Where two (2) or more employees request such transfer in writing, the Medical Center shall transfer the nurse with the greatest seniority.

3. In the event that there are not qualified applicants from which to select, and the Medical Center determines it will train an individual to fill the position, current employees will be preferred over new hires where qualifications appear equal.

4. The member that fills a vacancy on a temporary basis shall be paid the rate of the highest classification.

5. All transferees shall be required to serve a trial period of ninety (90) calendar days for any position into which the employee transfers for which Medical Center records do not show prior satisfactory service. During the trial period, the employee or the Medical Center may elect to return the employee to their former position.

6. Employees who exercise their rights to transfer (excluding promotions and preferred positions) and who complete the 90 day trial period will be required to complete one (1) full calendar year in their new unit before electing to transfer again. The employee may be allowed to transfer prior to completion of the year by mutual agreement between the employee and management.

## ARTICLE XXII. SCHEDULING

A. Completed work schedules, covering a four (4) week period, will be posted at least one (1) week in advance of the time covered by such schedule. Requests for specific schedules will be accommodated if possible and if they are submitted in writing at least two (2) weeks prior to the posting of such schedules. No nurse shall be scheduled to work more than eight (8) hours in any twenty- four (24) hour period, or more than seven (7) consecutive days in a fourteen (14) day period. Any additional hours or consecutive days

worked thereafter, shall be paid at one and one-half (1 1/2) times the base rate except by the consent of the nurse; provided, however, that such premium pay shall be limited to seven (7) days. However, alternate schedule of ten (10) hour days or twelve (12) hour days shall be mutually agreed upon by the Medical Center, the Nursing unit staff, and the RNRPhHMC. The posted schedules for members will be established every 28 days. Changes to an established schedule prior to the end of the 28 day cycle will only occur by mutual agreement. This provision will not restrict Management's rights to require mandatory overtime when necessary, nor will it limit or modify those rights as they relate to low census.

B. The standard shift shall consist of not more than eight and one-half (8 1/2) hours consecutive in a twenty-four (24) hour period, including an unpaid lunch period of one-half (1/2) hour and two (2) paid fifteen (15) minute rest periods. Those individuals working alternate shifts shall have the following breaks:

1. An unpaid lunch of one-half (1/2) hour.
2. Ten (10) hour shift - three (3) ten (10) minute paid breaks.
3. Twelve (12) hour shift - three (3) fifteen (15) minute paid breaks.

C. Individual nurses will not change schedules by "trading" with another nurse without the consent of the immediate supervisor of both.

D. In areas of continuous operations, all full-time employees shall be scheduled off duty every other weekend. In the event that any full time employee is scheduled on duty for two consecutive weekends, without mutual agreement between the parties, the second weekend worked shall be paid at time and one half (1 1/2) the employee's base rate of pay. Additional weekends scheduled off may be arranged by mutual agreement between the unit or department manager and the employee, as long as additional weekends off are rotated on a fair and equitable manner and staffing continues to support the balanced schedule guidelines. No full-time employee will be required to work three (3) consecutive weekends. If an employee does work three (3) consecutive weekends, the third weekend will be at premium rates.

Assistant Nurse Managers will work a schedule with the same pattern of weekend rotation as the staff within that unit. Exceptions to this will be mutually agreed upon by RNRPhHMC and HMC Management.

E. 1. Overtime hours shall be divided as equally as possible among employees within the service. The Nurse Manager or Department Head shall maintain a list of voluntary overtime hours and a list of mandatory overtime hours worked by each employee. Volunteers will be on the voluntary overtime list. Voluntary bargaining unit overtime on each shift, unit, classification, shall be permitted at all times prior to mandatory overtime being implemented. All reasonable efforts shall be made to utilize voluntary overtime prior to any employee being mandated to work overtime. When mandatory overtime is implemented in a service unit due to lack of sufficient voluntary overtime, the person with the least amount of mandatory overtime hours within the service shall be called upon first, if at all practicable. The senior Health Center Pharmacist(s) is/are exempt from mandatory overtime in Central or Outpatient Pharmacies.

A voluntary overtime and mandatory overtime list (log book) will be compiled and maintained on each unit. A working copy of the log book will be made available for staff to log in additional hours or fractions thereof as necessary.

Mandatory overtime hours will be accrued continuously through the employees service. Voluntary overtime hours will be tracked and accrued within a fiscal year period.

The notice to work mandatory overtime should be given to the individual nurse no later than one (1) hour before the start of the required overtime shift or required mandatory overtime hours to be worked. In situations where the one (1) hour notice is not given, the employee will not be required to perform the overtime work or will be compensated at double time if the work is performed. The exceptions to this paragraph are situations involving staffing emergencies called by Nursing Administration, a late call-off on the affected unit or a no call/no show on the affected unit.

Instances of conflict in interpretation of this provision will be submitted for settlement discussions via immediate ten (10) day third step grievance meeting/response which includes participation of the units' Nurse Manager as appropriate, Nurse Director, Nurse Administrator, Pharmacy Management as required.

If it is determined through the grievance procedure herein provided that the required overtime was due to a staffing need which had been identified 48 hours prior to the mandatory overtime, and all efforts to meet the staffing need were not exhausted, the employee shall be paid double time for all hours worked.

A grievance resulting only from this provision shall be submitted directly to the Labor Relations department. Submission of said claim must be within ten (10) work days of the mandatory overtime for the claim/grievance to be valid. If the dispute is not resolved within seven (7) working days of its submission, it may be appealed to the hospital Administrator. If the dispute is not resolved within five (5) working days of its submission to the Administrator, it may be submitted to arbitration in accordance with Article IX, step 4.

If an employee is required to work mandatory overtime, and within seven (7) days before or after such mandatory overtime the employee has worked at least seven and one-half (7 1/2) hours of voluntary overtime, the mandatory overtime will be paid at double time. Any mandatory overtime worked on the Christmas Eve or Christmas holiday will be paid at double time and one-half.

2. When overtime is necessary in a service unit, employees scheduled in that unit shall have preference to remain there. If an employee requests overtime, the employee is not to displace a regularly scheduled full-time or 100 hour part-time employee in such service unit; however, Nursing Service will retain the right to make individual assignments according to the employees' abilities. All bargaining unit overtime shall first be made available to bargaining unit employees.

F. WEEKEND SCHEDULING

1. In addition to the standard schedule (5 days per week, 8 hours per day), the Medical Center may institute, on a unit by unit, trial basis, alternate weekend scheduling of the following forms:

- a. A full-time Saturday and Sunday schedule, every weekend to consist of 12 hour shifts. All hours over 8 in one day will be paid at the overtime rate. Such an alternate schedule shall be by mutual agreement between the RN's involved, the chairperson of the Organization, and Nursing Administration. This practice shall be discontinued upon proper written notification of any of the above parties.
- b. A full-time Friday, Saturday, and Sunday schedule to consist of 12 hour shifts. Such an alternate schedule shall be by mutual agreement between the affected RN, Chairperson of the Organization, and Nursing Administration.



This practice shall be discontinued upon the proper written notification of any of the above parties. RN's regularly scheduled on such an alternate shift shall be able to utilize their accumulated sick/personal/vacation time; on the weekends and accrue full time seniority. However, the weekend differential shall not be paid.

- (1) Employees working 72 hours in a pay period will be compensated for 80 hours of straight time pay.
- (2) Employees working less than 72 hours will be paid only for time worked. However, employees will be able to utilize sick days, vacation, and personal days in order to achieve the 72 hours and receive 80 hours pay.
- (3) Employees who miss a regularly scheduled day will be allowed to work a scheduled day off in order to attain the 72 hour limit, provided that they agree to waive overtime pay for an unscheduled day.
- (4) Employees who work in excess of over 72 hours will receive overtime pay for those hours.
- (5) Employee will receive overtime for hours worked over forty in a week, over twelve hours in a day, or over seventy-two hours in a pay period.

Such RN, as in a and b above. shall be required to work holidays which occur on their schedule in lieu of Article 16c, 4-B. However, if both Christmas and New Years fall on a weekend day, such RN would be required to work only one of these holidays.

- c. A registered nurse who works a standard 8 hour per day schedule, upon mutual agreement between the RN and Nursing Administration, may be able to work two 12 hour shifts on their scheduled weekends in lieu of one 8 hour day in the same pay period.

In cases of conflicts for such alternate scheduling, seniority shall prevail.

#### 12 HOUR SHIFTS, EVERY OTHER WEEKEND

See Letter of Understanding in back of contract.

#### G. FLEX TIME

A nursing unit, or individual nurses on a unit, in concurrence with the Chairperson of the Organization, may institute a flexible schedule regarding starting times with the approval of nursing administration. If more nurses wish to have flexible starting times than a schedule will allow, seniority will prevail.

H. LOW CENSUS DAYS

A voluntary time off list will be established, maintained and utilized in the event of low census days.

If there is no list of volunteers, the employees in the affected area(s) will be offered the opportunity to take the day, or remaining portion of the day off, on a voluntary basis. If there is more than one (1) volunteer, the employee(s) with the highest seniority rotating to lowest will be given preference.

Employees scheduled and reporting to work and subsequently sent home shall be paid at least four (4) hours of pay. Should an employee on the voluntary list be notified by the Medical Center at least two (2) hours in advance of their shift not to report for duty, they shall not be entitled to any pay for that day.

Benefits shall accrue as if the time was worked. The employee will be allowed the option of taking such time off by using accrued sick, vacation, or personal leave, or taking such time off without pay. In such cases, leave time may be approved in 2 hour increments.

If low census continues beyond two (2) weeks, representative of Hurley Medical Center and the Organization will meet to discuss alternatives.

I. CALL-IN PAY

Employees who are called in to work a regular shift after the start of the normal working day shall be paid a minimum of eight (8) hours, if they work in excess of four (4) hours and if they report within one (1) hour of the time they are called. If employees work four (4) hours or less under these provisions, they shall be paid for four (4) hours. Any overtime pay due the employees under this provision shall be paid only for the hours, or fractions thereof, actually worked.

J. PHARMACY CLINICAL ROTATIONS

All pharmacists are involved in the provision of clinical services (i.e., patient-oriented pharmacy services). Additionally, pharmacists may participate in decentralized,

patient care centered, assigned clinical rotations, which involve various activities related to drug therapy monitoring. Pharmacists who have completed at least one clinical rotation have the option to accept or decline involvement in clinical rotations; however, once interest is indicated, it involves a commitment for a one-year period and becomes effective coincidental with shift preference implementation date.

1. The Assistant Director for Clinical Services and/or his designee will assure that pharmacists assigned to clinical service have successfully completed a training program in pharmacokinetics dosing during their initial rotation. Additional training in pharmacotherapeutics and drug utilization will occur as an ongoing process. This training will be conducted intra departmentally.

2. a. Clinical rotations for first and second shift pharmacists shall be two (2) months in duration.

b. Pharmacists working twelve hour shifts will be eligible for clinical rotations provided the following occurs:

1. 12-hour pharmacists shall provide clinical services on a normal 8-hour schedule for the entire rotation.

2. the 12-hour pharmacist is responsible for finding a person from the same shift to cover his/her 12-hour slot.

3. if no coverage can be identified by December 1 of the year, this person will not be able to participate in clinical rotations for the next calendar year.

4. this coverage is binding for the entire year.

3. There will be one general rotation with all other rotations being specialty rotations. Areas of rotation will be defined by management with input from clinical staff pharmacists as necessary. Rotation sequence and area will be determined as follows:

a. All pharmacists not having completed a rotation within the previous calendar year, must select the general clinical rotation for one calendar year prior to selecting a specialty rotation.

b. Pharmacists must have completed clinical rotations in the previous year to select a specialty clinical area. If a pharmacist signs up for a clinical rotation in the previous year and did not complete this rotation due to the number of interested clinicians, he/she may be exempt from this requirement.

c. Effective August 3, 1994, all new hires may be required to participate in clinical rotations.

d. For the purposes of initiating this agreement all pharmacists having completed a clinical rotation prior to January 1, 1993, will be given the opportunity to choose a general, specialty or any inaugural rotation during the 1993 calendar year. In subsequent years, pharmacists must select rotations according to a and b and c above.

e. Each year at shift preference, all pharmacists hired prior to August 3, 1994, will provide the scheduling supervisor with clinical volunteer status. A minimum of one first shift pharmacist must occupy each clinical site. In the event that no first shift pharmacist volunteers for each site, the least senior first shift pharmacist that has volunteered for clinical services will be placed in the vacant site.

f. During the month of November each year, staff pharmacists shall have the opportunity to sign up for the clinical rotation of choice (if eligible). They may make changes to their selection as desired during the month. This posting becomes final for the next calendar year on December 1 of each year.

g. Once a clinical site has been selected, pharmacists will be assigned to rotate within that clinical site for one calendar year.

h. Rotation schedule will be assigned by the scheduling supervisor as follows using a process that equalizes number of rotations within area selected:

i. A list of all pharmacists that will participate in clinical services will be created and ranked based on seniority (the first year) then by ascending number of rotations completed in the previous year by seniority (subsequent years). A minimum of one first shift pharmacist must volunteer for each clinical area. In the event that this does not occur, the least senior first shift pharmacist that is participating in clinical services will be placed in the vacant site.

4. Assignment will take into consideration the following principles:

- no maximum on the number of first shift pharmacists on clinical
- a commitment to clinical is for one year
- consecutive rotations are possible
- new hires will not enter the process until the first shift preference period after the date of hire

5. If a scheduling impasse occurs due to assigning or covering a participating 12-hour pharmacist, the following solutions will apply (in order).

- seek a coverage person other than the agreed upon coverage person
- seek a volunteer to cover rotation conflict
- mandate the least senior first shift clinical pharmacist who is not currently on rotation. This pharmacist will not be charged for the rotation and will not be mandated more than once per calendar year. If a second impasse occurs, or third, etc., the next least senior Registered Pharmacist will be mandated.

j. When there are numbers of clinical assignments fewer than four, the greater number shall be assigned to first shift pharmacists. When there are four or more clinical rotations, a maximum of two rotations may come off second shift. In the event of a staffing deficit on second shift, the junior first shift pharmacist performing distributive duties may be temporarily reassigned to second shift for a period not to exceed two months.

k. Should a pharmacist be removed from his assignment, or when a rotation is interrupted by resignation, retirement, or termination, the selection of a pharmacist to fill the remainder of the assignment will be conducted in accordance with the procedure established above, except that the pharmacist who last served in the area will have the first right of refusal. A pharmacist may not "bump" another pharmacist out of a rotation already assigned.

l. If new clinical rotations become available, eligible pharmacists will submit new selection lists. The inaugural position will be selected in accordance with the above-established procedure and will be two months in duration.

m. In the event that a sufficient number of pharmacists do not volunteer for participation in clinical services, the least senior first shift pharmacists will be assigned to clinical services (the number of pharmacists will be determined by the number of active rotations).

6. Clinical services will also be provided on weekends and holidays. Weekend clinical and clinical day off coverage may be rotated among experienced available first shift clinicians as much as practical.

7. Nothing in this agreement will restrict the employment obligations and responsibilities of the Assistant Director for Clinical Services, Pharmacy Clinical Coordinator, or Drug Information Coordinator. They will not replace current or future clinical pharmacist staff positions.

#### ARTICLE XXIII. EDUCATIONAL COURSES

A. If any Employee regularly working one hundred (100) or more hours per schedule desires to enroll in one or more courses at an accredited educational institution, or in courses which the Director of the Department and the Medical Center Administrator agree would aid him/her in the practice and performance of his/ services at the Medical Center and will contribute to his/her professional growth, he/she may submit in advance of commencing such course or courses, a letter of application to the Director for reimbursement of the cost of his/her tuition, books, and supplies.

B. The letter of application shall list the course or courses to be taken by title and course number along with a short description of the course content and the name of the educational institution, and the cost thereof.

C. Upon proof of satisfactory completion of the course or courses and of the amount expended on tuition and books, the full-time employee shall be reimbursed for such expenses up to two thousand dollars (\$2,000.00) within two (2) years, and the 100 hour part-time employee shall be reimbursed for such expenses up to one thousand dollars (\$1,000.00) within two (2) years; provided that the employee agrees in writing to remain an employee of the Medical Center for a period of six (6) months following completion of the course, and likewise agrees that if he/she leaves the Medical Center's employment before completing six (6) months, he/she will repay the educational course reimbursement to the excess of one-sixth (1/6) of such sum for each month he/she is short of meeting the requirement of six (6) months.

#### ARTICLE XXIV. PROFESSIONAL MEETINGS

A. The Medical Center will encourage attendance by members at professional meetings sponsored or co-sponsored by the Organization or other professional associations or institutions, when in the opinion of the Medical Center, attendance is likely to increase

the competency of a member's professional capacity and, hence, benefit the Medical Center. Hurley Medical Center recognizes the principle that hospital business days and seminars should be rotated. Any problems resulting from an inequity of rotation will be brought to a Special Conference.

B. Members desiring to attend professional meetings shall submit requests to the appropriate manager.

C. When requests have been approved, members shall be given time off, without loss of pay, to attend such professional meetings, and, within the limitations of the Medical Center's funds for employee attendance at the professional meetings, may also be reimbursed for reasonable and necessary expenses incurred in such attendance.

#### ARTICLE XXV. SAVINGS CLAUSE

Should any provision of this Agreement be determined to be in conflict with the Constitution of the United States, or the State of Michigan or the laws of the United States or the State of Michigan, that provision shall be null and void and the remaining provisions shall remain in full force and effect.

#### ARTICLE XXVI. OTHER BENEFITS

A. Employees should report any change of home address or telephone number to the Personnel Office so that records may be corrected accordingly. Changes in the status of dependents on the withholding exemption certificate should also be reported.

B. The Medical Center agrees to furnish and maintain suitable bulletin boards in mutually agreeable places to be used by the Organization. All notices shall be delivered by the Organization to the Labor Relations Office of the Medical Center. The Labor Relations Office will stamp the notices approving them for posting and will post the notices on the bulletin boards. The Medical Center will not in any way censor or edit notices presented by the Organization, however, the Organization will not post anything that is detrimental or derogatory to the Medical Center and such material will be signed by the Chairperson of the Organization or his/her designee.

C. All employees will be issued identification by the Hurley Medical Center as soon after employment as possible. While it is being processed (or when lost) the employee

will be given temporary identification. Lost identification shall be replaced at a charge of \$6.00. Employees should carry and/or wear the identification on their persons at all times while on duty. Employees may be required to show their identification regularly or periodically when entering or leaving the Medical Center and when receiving their pay checks. However, if any other bargaining unit at HMC is granted replacement ID's for less than the above amount, then the cost shall be equally reduced for each member.

D. A mileage allowance consistent with the standard practice of the Medical Center, but not less than twenty (20) cents per mile, shall be paid to nurses using their own automobile for assigned Medical Center duties.

E. The Organization may use available rooms at the facility during off duty hours for Organization meetings, with the prior consent of the Medical Center.

F. The Medical Center shall supply to each Registered Professional Nurse in the Organization a copy of this Agreement.

G. Parking Lot Privileges: The Medical Center agrees that parking facilities will be made available to all members.

H. Safety Program: The Medical Center will institute a Safety Program and the Chairperson or their designee shall be a member. In addition the organization will have a separate three (3) member Health and Safety Committee. One of these members will be the Chairperson or their designee. The organization's committee will meet on a monthly basis for no more than two (2) hours. The Medical Center will be notified in writing as to the members of this committee and the members shall be released with pay for the purpose of attending this meeting.

I. Quarterly Meeting: In order to better facilitate operations at Hurley Medical Center, the Medical Center and the union agree that a committee shall be established. The committee shall meet quarterly and consist of the Chief Executive Officer, the Chief Operating Officer, and the Chief Financial Officer along with three Bargaining Unit members chosen by the Bargaining Unit. A joint agenda shall be prepared prior to the meeting. Other administrative personnel may be asked to attend the meeting. The President of the Bargaining Unit shall initiate the scheduling of the quarterly meeting through the Chief Executive Officer's office.



J. Inclement Weather: If an emergency exists during inclement weather, and is considered such by the Director of the Medical Center, or his/her designee, the following will apply:

1. An employee reporting to work on his/her regular shift within two (2) hours of his/her regular starting time, will be paid for a total of eight (8) hours for each day so considered an emergency, providing the employee works the remainder of their shift. Any employee who is unable to report within the two (2) hour time limit shall be paid for those hours they are actually able to work. In addition, employees who work during such considered emergency day, will be granted compensatory time off equal to those hours worked up to a maximum of eight (8) hours per day; to be granted and scheduled as mutually agreed upon by the employee and his/her supervisor. Compensatory time off will be considered as hours worked for the purposes of computing overtime.

2. Those employees unable to report to work during the above emergency, and properly notify the Medical Center according to contract language, shall be granted an approved leave of absence and/or will be allowed to use personal leave or vacation time.

#### ARTICLE XXVII. MAINTENANCE OF BENEFITS

Except for specific provisions made elsewhere in this Agreement, all privileges and benefits will be maintained during the term of this Agreement at not less than the current minimum standard in effect.

#### ARTICLE XXVIII. WITHHOLDING OF PROFESSIONAL SERVICES

A. It is recognized that the needs for care and proper treatment of patients are of paramount importance and that there should be no interference with such care and treatment.

B. Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Organization, and the members of the bargaining unit under this Agreement, will not engage in or encourage any strike, sit-down, stay-in, slow-down or other similar action which would interfere with the treatment and welfare of the patients.

C. The Employer shall have the right to discipline or discharge any employee

participating in such interferences, and the Organization agrees not to oppose such action. It is understood, however, that the Organization shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

D. The Employer will not lock out any employees during the term of this agreement.

#### ARTICLE XXIX. LAYOFF PROCEDURE

A. An employee may be laid-off by the Medical Center when there is a lack of work or operating funds.

B. Layoffs shall be made in reverse order of accrued seniority. Recalls shall be made in order of accrued seniority.

C. No nurse or pharmacist shall be displaced by any employee from any classification outside the bargaining unit.

D. Provisional or temporary employees, or nurse in extended training program, shall not be utilized when a layoff list exists. Students shall not be employed to displace any bargaining unit employee.

E. Laid-off employees names shall remain on an appropriate list for two (2) years from the effective date of layoff.

F. No new employees shall be hired into the bargaining unit classifications if employees in the bargaining unit are on layoff and appear on a recall list for the department. Employees on layoff will be notified by certified mail, return receipt requested, mailed to their known last address. If there is no response to such letter within seven (7) days, such employee shall be placed at the bottom of the recall list. An employee will be presumed as having resigned whenever mail is returned as nondeliverable or on a second failure to respond: provided that an employee will return to the layoff list if it is subsequently established that extenuating circumstances prevented the employee from responding.

G. Employees on layoff from the bargaining unit classifications shall be referred for vacancies for which they possess basic requirements in classifications previously held. Such employees will be given a reasonable period of time, but not more than six (6) months for on-the-job training and development of specific skills and the acquisition of knowledge for such work.

H. The Organization will be given at least four (4) weeks advance notice of a pending layoff program and the individual member shall be given no less than two (2) weeks notice of layoff.

I. In the event of a layoff of RN members, the following will occur:

1. Management will determine those units and classifications in which positions are to be eliminated.

2. When it is identified there is a need for layoffs, a request for voluntary layoffs will be made. In the event of more volunteers than positions to be eliminated, requests will be granted in order of bargaining unit seniority. Employees who take a voluntary layoff will be recalled by seniority as vacancies become available and are not guaranteed automatic recall after twenty-six (26) weeks. The hospital and HMCRNO agree to request unemployment for the voluntary laid-off employees.

3. If there are no volunteers and if the members holding those positions which are to be eliminated have the least seniority, those individuals will be laid-off.

4. If the members holding positions which are to be eliminated do not have the least seniority as described above, the following will occur.

a. Management will notify those members holding positions to be eliminated that they are being displaced due to a reduction in force.

b. Those members with the least bargaining unit seniority will be laid-off regardless of any continuing need for the positions they hold.

c. Those displaced will submit a list to management of three units to which they request transfer. If vacancies exist on any of these units, management will assign the displaced member to an existing vacancy.

d. If no vacancy exists on any of the three units identified in the transfer request, the following will occur:

(1) Management will assign the displaced member to one of the three units in which there are members within the affected position who have less bargaining unit seniority. If none of the three units requested have members with lower seniority, management will identify three units (if possible) where lower seniority employees hold positions or where available vacancies exist from which the displaced employee may choose

to transfer. RN's assigned to a unit under this paragraph will bump the least senior person on the same shift with the same status on the assigned unit.

(2) Members bumped from their positions as described in D.1 above will be offered available vacancies within the bargaining unit. If the employee refuses all available vacancies, the employee will be laid-off.

e. Assistant Head Nurses whose positions are eliminated will be reduced to a staff nurse position on their assigned unit prior to being displaced or bumped.

f. Requests for transfer to preferred positions or promotional positions will not be granted, nor can a displaced member bump into a preferred position or promotional position.

g. Non-probationary members whose unit assignments are changed as a result of a reduction in force will be given up to six months of orientation/training on their new units to achieve a satisfactory level of clinical skills. Should the member fail to achieve a satisfactory level of clinical skill by the end of the sixth (6th) month or by hospital policy regarding certification requirements, whichever is longer, the employee will be laid-off with recall rights solely to the Nursing complex from which he or she came.

#### ARTICLE XXX. REGISTRATION AS A CONDITION OF EMPLOYMENT

A. An applicant who has completed the formal educational requirements for registration but who is not yet registered by the Michigan Board of Nursing, shall be employed temporarily as a Graduate Nurse; however, a nurse who has a permit to work issued by the Michigan Board of Nursing will be immediately employed as a General Duty Nurse.

B. A graduate nurse is required to take the Michigan Board of Nursing qualifying examination at the earliest possible date. If the employee passes the first examination and becomes registered, the employee will be promoted to General Duty Nurse retroactively to the date of hire.

C. If the employee fails the first examination, the employee shall be required to retake it at the next earliest date. Individuals who do not sit for the next available State Board test pool examination, will be terminated as will those individuals who are unsuccessful upon the second sitting. A nurse in the extended training program who

becomes registered will be promoted to General Duty Nurse retroactively to the date of his/her most recent examination.

D. A nurse in the extended training program will be expected to adhere to other parts of this contract with the exception that there will be no part-time positions available. The schedule of the nurse in the extended training program may vary in accordance with the overall program and individual needs of the participants. In most cases holidays, weekends, and other scheduling will adhere to the provisions of this contract. The pay level for the nurse in the extended training program classification shall be one (\$1.00) dollar per hour less than that for the classification of General Duty Nurse.

E. "Certification records and records of employee's attendance at staff development sessions, professional meetings, and other educational meetings shall be maintained in the employee's personnel file in Nursing Administration offices. Once each year, a copy shall be sent to Personnel."

#### ARTICLE XXXI. SHIFT PREFERENCE

A. Registered nurses should submit in writing their shift preference to Nursing Office by 2400 hours by November 30, of each year. Such shift assignment will be on a bargaining unit seniority basis within the various services listed below:

1. Obstetrics -
  - A. Mother Baby 2N
  - B. Birthing Unit 1E (no bump unless L&D certified)
  - C. 2N Antepartum/GYN
2. Medical-Surgical
  - A. 7EFP, 7ETS, 5C, IV Team
  - B. 5E Ortho/Trauma
3. 9E Oncology
4. 5E Neuro
5. Operating Room
6. PACU
7. Emergency Department
8. ICU
9. CCU
10. PCU
11. Hemodialysis
  - A. RDC/Park Plaza/5A
  - B. Home Training
12. Pediatrics/Adolescent

- A. 2E
- B. PICU
- C. After Hours Pediatric Clinic
- 13. Behavioral Medicine
  - A. 3D, 2W, 9W
- 14. Burn Unit
- 15. NICU
- 16. Preferred Positions:
  - A. Ground North
  - B. Speciality MOB
  - C. G.I. Lab
  - D. Geriatric Outreach
  - E. CVSU
  - F. Nuclear Medicine
  - G. Radiation Oncology
  - H. Radiology
  - I. Ambulatory Surgery/PAT (Pre-Admission Testing)
  - J. Pediatric Clinic
  - K. Hemophilia Nurse
  - L. Cardiac Rehab
  - M. PHP
  - N. North Pointe
  - O. Heme Oncology
  - P. Chemo Clinic
  - Q. Pre-Admission Review
  - R. Senior Health Center Pharmacist
- 17. Home Care - Preferred
  - A. Oncology/Geriatric
  - B. Pediatric
  - C. Behavioral
- 18. 6E Rehabilitation
- 19. Pharmacy Out-Patient / In-Patient / Satellite
- 20. Case Management - each subclass is separate

All complexes (service areas) are on the same line.

A request for any shift change must be submitted in writing to the Nursing Office. Such changes may be made by mutual agreement between the employees and their head nurses, if they work on the same nursing unit.

1E Birthing Center and 2N Mother Baby (consisting of 2D, 2N Postpartum overflow and 2N Nursery) are defined as two separate and distinct units.

Staffing for these areas is separate and distinct; needs of one may be met via formal pulls from other staffing office via House Director. Mandatory and voluntary overtime lists are separate for each unit.

Any changes to above shall be discussed at a special conference.

Staff Pharmacists should submit in writing their shift preference to the Director of Pharmacy by December 1 of each year. Such shift assignment will be on a seniority basis from within the classification. Outpatient Pharmacy and Central Pharmacy will be included in one bump area; the Critical Care Satellite Pharmacy, or other future satellite pharmacies shall be included in the same bump area, provided that the pharmacist expressing shift preference in the satellite is either certified from pharmacokinetic dosing or agrees to become certified for pharmacokinetic dosing within the first thirty (30) days of assignment to the Satellite Pharmacy.

B. Seniority for shift preference shall be first utilized on the service area where the employee is primarily assigned; however, at the employee's option, in the other service areas delineated above. All complexes (service areas) are on the same line. This is not intended to allow employees to bump from one listed (numbered) service to another.

C. In the normal assignment of duties employees may be expected to rotate and perform assigned work in the areas delineated above in number 4.

D. Seniority for shift preference for individuals on office call may be used in any one of the above areas providing they have obtained the necessary credentials prior to submitting their shift preference.

#### ARTICLE XXXII. EMERGENCY CALL-IN

A. When an employee is brought back to work on emergency call-in, he shall be paid for two (2) hours at the overtime rate of pay.

B. If the emergency work exceeds two (2) hours but less than four (4), the employee shall be paid for four (4) hours at the overtime rate of pay.

C. If the employee works in excess of four (4) hours, he shall be paid for the hours worked at the overtime rate of pay.

### ARTICLE XXXIII. ON-CALL SYSTEM

When a nursing unit implements an "on call" procedure at the direction of the Medical Center, with the concurrence of the RN staff of the unit, the following guidelines will apply. This practice may be discontinued upon the proper written notification of either party.

1. The hours for "on call" will be established on a unit by unit basis.
2. Employee will be scheduled "on call" in advance and the schedule will so indicate. Any change in "on call" will be made on a time schedule request form and processed through Nursing Payroll. "On call" time will be divided as equally as possible among the RNs involved.
3. The RN "on call" must come in when called. The employees will clock in and out on his/her time card whenever they actually work during the "on call" period.
4. Hours "on call" will be paid at the rate of twenty (20) percent of the employee's hourly base salary. Scheduled "on call" will be for a maximum of eight (8) hours per "on call" shift and not to exceed forty (40) hours per week. Exceptions to this scheduling may be arranged by mutual written agreement between the nurse, the Director of Nursing Services or his/her designee and the chairperson of the Organization. All hours actually worked will be paid at one and one-half (1 1/2) times the regular rate of pay.
5. If the "on call" RN calls off duty ill, the Head Nurse will contact another RN to replace him/her. "On call" RN will be responsible for, when made available to him/her, a radio pager for "on call."
6. Application for exceptions to "on call" shall be in writing to the Nursing Office and shall be made on an individual basis.

### ARTICLE XXXIV. CONTRACTING AND SUBCONTRACTING

A. The right of contracting or subcontracting is vested in the Medical Center. The right to contract or subcontract shall not be used for the purpose or intention of undermining the organization. It is not the intention of the Medical Center to adversely affect any of its employees, nor to discriminate against any of its members, nor shall any



seniority employee be laid off or demoted, or cause demotion, or cause to suffer a reduction in overtime worked as a direct and immediate result of work being performed by an outside contractor.

B. In cases of contracting or subcontracting affecting employees covered by this Agreement, the Medical Center will hold advance discussion with the Organization prior to letting the contract. The Organization representatives will be advised of the nature, scope, and the reasons (equipment, staffing, etc.) why the Medical Center is contemplating contracting out the work.

ARTICLE XXXV. UNIT CLOSING/STAFF REDUCTION

If for any reason, there is a permanent reduction of staff on a unit, the affected Registered Nurses on such a unit shall submit in writing a list of three (3) other assignments in order of their preference to the Nursing Office. Management reserves the right to place the nurse in one of these three (3) areas, but shall make every effort to place the nurse in their area of first preference. Such nurses shall remain scheduled on their original shift. In cases of conflict of assignment, seniority will prevail.

ARTICLE XXXVI. LETTER OF UNDERSTANDING

A. Lambs - The Director of the Medical Center endorses this committee to function as an avenue to identify problems and to formulate and implement solutions reached by a consensus of opinion. In instances where agreement is not reached, the issue will be taken to the Medical Center Director for resolution.

UNION

MANAGEMENT

RNRPhHMC President/Designee

Director of Applicable Department

2 RN's - affected unit or  
2 Pharmacists

Supervisor/Head Nurse - affected unit or  
Assistant Head Nurse

Observer/Facilitator

Pharmacy Supervisor

PURPOSE:

To identify issues of concern relating to clinical practice of nursing and pharmacy.

Meeting will be scheduled on a weekly basis.

B. Nursing Practice Committee - A member of RNRPhHMC appointed by RNRPhHMC will be on the Nursing Practice Committee.

Unless specifically amended herein, all letters of Agreement and Letters of Understanding shall continue in full force and effect during the term of this agreement.

### **TERM OF AGREEMENT**

This agreement shall be in effect and become operative on July 1, 1998, and shall continue in operation and effect until June 30, 2001. If either party hereto desires to terminate, modify, or amend this Agreement, it shall, at least ninety (90) days prior to June 30, 2001, give notice in writing to the Employer or to the Union as the case may be, of its intention to modify or terminate this Agreement.

In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in operation and effect subject to termination or modification, thereafter by either party upon sixty (60) days written notice.

## **LETTER OF UNDERSTANDING ADVANCE EDUCATIONAL REIMBURSEMENT**

In recognition of the needs for increased human resource development and in light of current economic constraints, RN's and RPh's and the administration of Hurley Medical Center hereby agrees to provide the RN's and RPh's with an alternate plan to avail themselves of the necessary educational opportunities to develop advanced clinical and managerial skills to aid them in their role at the Medical Center.

This plan will allow all actively working employees of the bargaining unit to apply for educational reimbursement in advance to the completion of an educational course by using their currently accrued vacation days as collateral with the Medical Center. The use of these days as collateral shall be an option to the choice of being reimbursed as prescribed in the current labor/management agreement between the two aforesaid parties. An employee selecting the option of advance educational reimbursement in the matter mentioned above shall be required to meet the following conditions:

1. The employee must agree that they will allow the Medical Center to set aside the number of days based on the cost of such advance tuition, books and required withholding taxes.

2. The procedure for utilizing vacation days as collateral for the specific purpose as mentioned above shall be as follows:

A. The employee will be required to provide, to the Personnel Department, the estimated cost of tuition, books, and supplies and the names of course or courses to be taken by completing the Medical Center's form for application for reimbursement of educational course fees.

B. The employee must fill out the advance tuition/collateral agreement based on the formula listed in paragraph (1) above, which shall be developed by the Personnel Department.

C. Upon completion of the above steps, the Personnel Department shall issue a letter of credit in the name of the employee to the institution/school to be attended in the amount specified in the collateral agreement.

D. Upon registration, the employee will present to the specified institution the letter of credit in their name. The institution shall then proceed to bill the Medical Center for a cost not to exceed the amount authorized by the Medical Center in the letter of credit granted to the employee. Upon receiving a copy of the student's tuition bill from the school, the Medical Center will issue a check made out to the student and the school, and will deliver the check to the accounting office.

3. Upon proof of satisfactory completion of course or courses, the employee's collateral vacation days will be returned to their respective bank for their use as provided per contractual language.

4. If there is an absence of satisfactory completion of course or courses, the employee shall be required to repay the Medical Center monies owed in full, through arrangements of payroll deduction of the total amount paid to the institution or school on their behalf, or repay the total amount in cash payments for the specified amount, and after such payment is made, the agreed upon collateral days shall be released for the employee's use. Employees who have an outstanding debt are not eligible to participate in the tuition reimbursement program or the advance tuition reimbursement program until all tuition monies owed to the employer have been paid.

5. The parties recognize that this understanding is a new approach and that concerns relative to the implementation of this agreement may develop from either side. In the event of such concerns, either party may request a review of any or all of the foregoing at any time during the term of the current contractual agreement between the parties. The parties may also agree that this letter of understanding will remain in effect only through the term of the contract year(s) unless specifically agreed upon afterwards.

6. This agreement shall be in compliance with all City, State and Federal tax laws, and will not allow employees of the bargaining unit any other advantages for educational reimbursement than it has through the past practice for granting such, except as specifically herein mentioned.

**HURLEY MEDICAL CENTER  
LETTER OF UNDERSTANDING  
PULLS & ASSIGNMENTS**

June 4, 1998

In an effort to utilize staff within their strongest areas of clinical expertise and experience as much as possible, the parties agree that the following procedures will be followed whenever possible.

1. As a general guideline and when staffing permits, pulls are to first occur between units with the same or similar service. (e.g., complex) and then between other areas as required. Staff from Office Call will be placed after pulls occur. Finally, other staff will be placed in vacant positions.

Exceptions to the procedures described above may occur based on the clinical expertise and experience of individual staff members and the specific positions that are vacant at a given time. Exceptions may also occur based on unanticipated developments that occur after the start of a specific shift.

2. The "pulled" employee will report to the designated area and receive his or her assignment.
3. If the employee feels he or she cannot adequately perform the assignment without jeopardizing patient welfare, he or she will report to the charge nurse.
4. The charge nurse and the RN will review and evaluate the assignment and try to accommodate the RN's skill level.
5. If in the opinion of the nurse, she cannot perform up to the minimum standard required, he or she will report back to Nursing Office for further assignment.

Any alleged abuses of this letter of understanding will be the subject of an immediate special conference.

RNRPhHMC	Dated	Hurley Medical Center	Dated
<u>/s/ Charlotte Novak</u>	<u>June 4, 1998</u>	<u>/s/ Jay C. Kitson</u>	<u>June 4, 1998</u>
<u>/s/ Margo Miller</u>	<u>June 4, 1998</u>	<u>/s/ Sue Wright</u>	<u>June 4, 1998</u>
<u>/s/ Kitty Kelly</u>	<u>June 4, 1998</u>	<u>/s/ Melany Gavulic</u>	<u>June 4, 1998</u>
<u>/s/ Lavonda Rimmer</u>	<u>June 4, 1998</u>	<u>/s/ Neal Berryhill</u>	<u>June 4, 1998</u>
<u>/s/ Denise Paliani</u>	<u>June 4, 1998</u>	<u>/s/ Brenda Hardy</u>	<u>June 4, 1998</u>
		<u>/s/ Charley McClendon</u>	<u>June 4, 1998</u>

**LETTER OF UNDERSTANDING  
PULLS & ASSIGNMENTS  
LETTER OF UNDERSTANDING  
STATEMENT OF POLICY OF 12-HOUR DAY SCHEDULING  
DECEMBER 2, 1987  
JULY 1, 1992 (AMENDED)**

The parties agree to the following provisions in order to implement 12-hour shifts for full-time employees.

Article XXII of the ratified Contract is not superseded. Employees scheduled to work twelve (12) hour shifts shall be scheduled to work six (6) twelve hour shifts and one (1) eight (8) hour shift over a two week (one pay period) period. The number of slots available will vary from unit to unit. The actual number of slots will be adjusted annually, based on changes in the budgeted RN core staffing. The target number of available positions will be determined by the following formula:

Average number of RN's on the (lowest budgeted RN staff) shift - 1) x 2.15  
= number of pairs available - or - (the lowest number of RN's on the lowest  
(normal staffed) shift - 1) x 4.3 = the number of RN positions available.

Additionally, this formula will not prevent any inpatient unit from having a target number of at least one (1) pair of 12-hour RN shifts.

All employees will be scheduled 12 hours using the formula above except in preferred areas, OR, Recovery, and A.H.N. These areas will be negotiated at a later date.

When there are more candidates than there are available positions, seniority shall prevail.

On units with 24 hour operations, each nurse desiring the 12-hour shift must have a "partner" to work the opposite 12-hour shift. The "partner" may change (that is, does not have to remain the same person - but must always have one).

Weekend differential shall be as is currently provided in any current contract for full-time employees. Shift differential shall remain as it is currently provided/paid.

Nurses working such schedule shall retain all contractual rights and benefits afforded to full-time employees.

If a vacancy occurs in a twelve (12) hour shift position for greater than four (4) weeks, the least senior nurse without a partner must elect to either revert to an eight (8) hour per day status or bump the least senior twelve hour nurse and take his/her position.

Absences or sick and vacation days taken or occurring on a scheduled 12-hour day shall be counted as 1.5 regular days, for each day off duty. Members will be allowed to use five

(5) personal days with the option of using four (4) hours of other benefit time to bring the total hours to 12-hours.

Attendance will be closely monitored. Effective January 1, 1999, a 12-hour employee who receives a form letter loses their 12-hour status during the duration of their form letter.

Employees who work in excess of scheduled hours, 80 hours, or twelve when scheduled twelve (12) or eight (8) when scheduled eight (8), shall receive overtime pay for those hours. Compensatory days shall not be granted for Christmas Eve and Christmas Day, New Year's Eve and New Year's Day holidays. Full-time employees who are not scheduled to work on a holiday will be allowed to either work four (4) additional hours during such time, or use accumulated paid time equal to four (4) hours so they may be eligible for payment of 80 hours.

Employees will be scheduled to work eight (8) hours when they are scheduled to work on a holiday, unless the employee requests to work twelve (12) hours. Said request must be made six weeks prior to the holiday with the mutual agreement of the nurse and supervisor. For the two consecutive holidays, (i.e., Christmas Eve/Christmas and New Year's Eve/New Year's) occurring in the same pay period, employees may use accrued benefit time to bring them to eighty (80) hours.

For employee working 12-hour shifts, the weekend is defined as Saturday and Sunday only. The one eight (8) hour shift per pay period may not be scheduled on the weekend except for holidays. Available extra weekends off will be rotated among all staff.

On those days when eight (8) hour schedules are used, the 7A - 3P shift will be staffed by employees normally assigned to work 7A - 7P; and the 11P - 7A shift will be staffed by employees normally assigned to work 7P to 7A. The 3P - 11P shift will be staffed by the least senior employees for the 7A - 7P and 7P - 7A shifts, said staffing shall be composed of an equal number from each shift. If any additional nurse is required on the 3P - 11P shift, the remaining least senior employee will be selected.

Nurses will not be scheduled to work more than three (3) consecutive shifts or more than forty-eight (48) hours within a week without mutual agreement between the nurse and supervisor.

Three 15-minute paid breaks and one 30-minute lunch period (unpaid) are permitted for 12-hour shift staff.

Normal responsibilities of staff such as narcotic counts, nursing care plans, and other duties continued to be a responsibility of staff.

The above 12-hour program shall continue in full force and effect during the term of the ratified contract agreement between RNRPhHMC and Hurley Medical Center.





**ADDENDUM TO TWELVE-HOUR SHIFT AGREEMENT  
JULY 1, 1988**

1. RN's and Pharmacists on the alternate weekend, 12-hour shift will be scheduled six (6) schedules of twelve (12) hours and one (1) schedule of eight (8) hours per pay (82 for 80 inclusive of overtime)
2. RN's and Pharmacists on a 12-hour shift will receive overtime for any hours worked over 40 in a week (Monday through Sunday).
3. Employees opting for this schedule shall work the 12-hour schedule unless prior personal, holiday, or vacation hours have been scheduled per unit Head Nurse. The scheduled 12-hour shift shall not be changed to 8-hour shift at employee discretion.
4. Employees holding 12-hour positions opting to return to 8-hour positions may do so only by transfer to available 8-hour positions. Bump to original pre-12-hour position may occur only at Bump period.
5. There may be a total of no more than four (4) pairs of employees working 12-hour shifts in the OR.
6. Specifically excluded from 12-hour shifts are Assistant Head Nurses, RN members holding preferred positions and/or working in Recovery.
7. Registered Pharmacists will be allowed to participate in the same alternate weekend 12-hour shift agreement as provided to RN's, but on a one year trial basis. Pharmacists choosing 12-hour shifts will be excluded from Clinical Rotation while working the 12-hour shifts. After the trial period, either HMC Management or HMCRNO may discontinue 12-hour shifts in the Pharmacy. In order to exercise an option to discontinue 12-hour shifts, notice must be given to the other party within 30 days of the end of the one year trial period.

**HMCRNO**

/s/ Charlotte Novak  
/s/ Sandra E. Kidd  
/s/ Kitty Kelly  
/s/ Clayborne R. Moore

**HURLEY MEDICAL CENTER**

/s/ Charley McClendon  
/s/ Sue Wright  
/s/ Rick Carter  
/s/ Jay Kitson

**LETTER OF UNDERSTANDING  
TWELVE-HOUR SHIFT FORMULA  
JULY 1, 1992**

The parties agree that attrition will be utilized in order to facilitate the change in the formula agreed to during the 1992 contract negotiations.

The formula was changed from:

Average number of RN's on the (lowest budgeted RN staff) shift x 2.15 = number of pairs available or the lowest number of RN's on the lowest (normal staffed) shift x 4.3 = the targeted number of RN positions available.

to:

(Average number of RN's on the (lowest budgeted RN staff) shift - 1) x 2.15 = number of pairs available - or - (the lowest number of RN's on the lowest (normal staffed) shift - 1) x 4.3 = the number of RN positions available.

This agreement shall only remain in effect until such attrition is accomplished. Thereafter, the number of 12-hour shifts available will be determined by the modified formula as set forth in the 12-hour shift agreement.

**RNRPhHMC**

/s/ Charlotte Novak  
/s/ Clay Moore  
/s/ Kitty Kelly  
/s/ Sandra Kidd  
/s/ Lavonda Rimmer  
/s/ John Manutes

**HURLEY MEDICAL CENTER**

/s/ Charley McClendon  
/s/ Jay Kitson  
/s/ Sue Wright  
/s/ Neal Berryhill  
/s/ Lisa E. Foster

**LETTER OF UNDERSTANDING  
TWELVE-HOUR SHIFTS IN PHARMACY  
JUNE 23, 1992  
Revised June 11, 1998**

The parties agree to expand the use of alternate twelve hour shifts within the Pharmacy. This understanding supplements the understanding dated April 27, 1990, and is as follows:

1. In addition to the Pharmacy department's current "horizontal" pair of 12-hour shifts the department will implement one additional pair of "horizontal" alternate weekend shifts. the hours of this additional first shift pair will be established by Pharmacy management.

2. To facilitate the additional pair of 12-hour shifts, the department will implement two 10-hour positions on the third shift.

3. At shift preference time any 12-hour shift employee may opt to work their 8 hour day on a weekend day. The 8 hour weekend schedule shall be from 12:00 p.m. to 8:30 p.m. for the first shift or 3:00 p.m. to 11:30 p.m. for the second shift.

4. Pharmacists working 10-hour and 12-hour shifts will receive overtime for all hours worked over 40 in a week (Monday through Sunday). Employees who work in excess of 12 hours when scheduled 12, ten when scheduled 10, or 8 when scheduled 8, shall receive overtime for those hours.

5. Benefit days for these employee's shall be taken in two (2) hour increments. Additionally, benefit days shall not be used in the calculation of overtime.

6. This understanding shall remain in full force and effect during the term of the current contract between the parties. Any revision or cancellation requests shall be the subject of a special conference.

**RNRPhHMC**

/s/ Charlotte Novak  
/s/ Kitty Kelly  
/s/ Lavonda Rimmer  
/s/ Margo Miller  
/s/ Denise Paliani  
/s/ Sandra Kidd

**HURLEY MEDICAL CENTER**

/s/ Jay Kitson  
/s/ Charley McClendon  
/s/ Sue Wright  
/s/ Neal Berryhill  
/s/ Melany Gavulic

**HURLEY MEDICAL CENTER  
SETTLEMENT AGREEMENT BETWEEN  
HURLEY MEDICAL CENTER  
AND  
RNRPhHMC**

1. Twelve (12) hour shifts in the Pharmacy will be on 2nd shift only. There will be one 12-hour pair providing two (2) Pharmacists desire this schedule. Management may at its discretion create an additional pair if there is sufficient interest among the staff. Twelve (12) hour Pharmacists must work their 8-hour shift Monday through Friday only. There will be no 10 hour shifts on 3rd shift.
2. A 72 for 72 12-hour part-time (100 hour) status will be established. Half of the alternate weekend 12-hour shift (80 for 80) pairs may be converted to 72 for 72 pairs, by mutual agreement.
3. Part-time employees accrue vacation time based on seniority (ie: eliminate .92 cap).
4. The Medical Center may change payroll periods to end on Saturday. Those adversely affected on the day of transition (first Sunday of change) may use any accumulated benefit day to ensure a full check, but the definition of overtime does not change.
5. New Pharmacists hired after the date of ratification of this contract may be required to participate in clinical rotations.

<u>Char Novak</u>	<u>6/30/94</u>	<u>Jay Kitson</u>	<u>6/30/94</u>
<u>Clay Moore</u>	<u>6/30/94</u>	<u>Charley McClendon</u>	<u>6/30/94</u>
<u>Kitty Kelly</u>	<u>6/30/94</u>	<u>Sue Wright</u>	<u>6/30/94</u>
<u>Lavonda Rimmer</u>	<u>6/30/94</u>	<u>Neal Berryhill</u>	<u>6/30/94</u>
<u>Sandra Kidd</u>	<u>6/30/94</u>	<u>Samuel Blevins</u>	<u>6/30/94</u>

**AGREEMENT  
BETWEEN  
RNRPhHMC AND HURLEY MEDICAL CENTER**

Amendments to Twelve Hour Shift Formula:

Full implementation of the 12 hour pair formula will be waived as necessary in order to ensure that a higher seniority 8 hour employee is not displaced to a different shift or to a 12 hour schedule in order to accommodate two (2) lower seniority employees who request 12 hour schedules, i.e., (the highest seniority of the affected employees will determine whether or not the 12 hour pair is created.)

Example:

Employee A is an 8 hour employee with more seniority than Employees B and C who wish 12 hour schedules. The pair will not be created, if by creating the pair, Employee A would be involuntarily displaced to another shift or a 12 hour schedule. The pair would be created, however, if either Employee B or C had more seniority than Employee A.

<u>Sandra Kidd</u>	<u>05/31/96</u>	<u>Jay C. Kitson</u>	<u>05/31/96</u>
<u>Clay Moore</u>	<u>05/31/96</u>	<u>Charley McClendon</u>	<u>05/31/96</u>
<u>LaVonda Rimmer</u>	<u>05/31/96</u>	<u>Neal Berryhill</u>	<u>05/31/96</u>
<u>David Vergison</u>	<u>05/31/96</u>	<u>Sue Wright</u>	<u>05/31/96</u>
<u>Kitty Kelly</u>	<u>05/31/96</u>	_____	_____
<u>Charlotte Novak</u>	<u>05/31/96</u>	_____	_____

**LETTER OF UNDERSTANDING  
IN HOUSE CERTIFICATION  
JUNE 9, 1992**

The parties agree to the concept of competency certification for RN's in all units requiring certification. Hospital policies regarding the certification and recertification process will be distributed to all RN's in affected areas. An RN entering a department where certification is required must obtain such certification within nine months.

1. Education: Within the first six months in the unit, the RN will be provided an opportunity to participate in required education.
2. Testing: Within two weeks of completing the educational component, the RN will be required to sit for the certification examination. If the RN fails this examination he/she will be provided two additional opportunities to pass the exam. These exams will be at least two weeks apart and will be completed prior to the end of the nine month period.
3. New Hires: Employees who have not passed the original probationary period within a Bargaining Unit classification, and who fail the certification exam on their third attempt will be terminated from employment.
4. Transfers: Employees who have passed a probationary period within a classification represented by the Bargaining Unit, and who transfer into a unit requiring certification, and who fail the certification exam on three attempts will be returned to the position held prior to transfer. If no vacancy exists in that area, the RN member will be placed in an available position.
5. Recertification: Re-certifications will be done per hospital policy. Employees will be given appropriate education prior to recertification testing. Members will be given up to three opportunities to pass the recertification exam within a two month period. Such tests will be given at least two weeks apart. If the RN fails on the third exam, he/she will be allowed to take the class again and will be treated in the same manner as indicated above for transfers.

**RNRPhHMC**

/s/ Charlotte Novak  
/s/ Kitty Kelly  
/s/ Lavonda Rimmer  
/s/ John Manutes  
/s/ Clay Moore  
/s/ Sandra Kidd

**HURLEY MEDICAL CENTER**

/s/ Jay Kitson  
/s/ Charley McClendon  
/s/ Sue Wright  
/s/ Neal Berryhill  
/s/ Lisa E. Foster

**LETTER OF AGREEMENT  
BETWEEN  
HURLEY MEDICAL CENTER  
AND  
RN'S AND RPh's of HMC**

In the spirit of cooperation, the parties listed above have reached the following agreements regarding AFLAC:

1. The parties listed above will work together in an attempt to meet the IRS regulations that would allow premiums for the current AFLAC insurance coverage to be made in pre-tax dollars effective 1/1/99.
2. In pursuit of meeting such regulations, the Union and/or AFLAC will prepare or pay for the preparation of documents to amend the current Section 125 documents.
3. The Union and/or AFLAC will continue full administration of the program. Specifically, the Medical Center's role is limited to continuing payroll deductions as authorized by union members. The Union and/or AFLAC will continue all follow-up activities for uncollected premiums.
4. The parties realize and agree that missed premiums (or any uncollected premiums) which are paid at a later time will not be paid in pre-tax dollars. Late premiums payments are paid in after tax dollars.
5. The Union and/or AFLAC will assume the costs of reprinting any required Summary Plan Descriptions and will distribute them as required by IRS regulations.

The items listed above constitute the full agreement between the parties and there are no additional understandings between the parties on this matter which are not included in this Letter of Agreement.

For the Union

For the Medical Center

<u>s/s Charlotte Novak</u>	<u>6/29/98</u>
<u>s/s Kitty Kelly</u>	<u>6/29/98</u>
<u>s/s Denise Paliani</u>	<u>6/29/98</u>
<u>s/s Lavonda Rimmer</u>	<u>6/29/98</u>
<u>s/s Margo Miller</u>	<u>6/29/98</u>
<u>s/s Sandra Kidd</u>	<u>6/29/98</u>

<u>s/s Jay C. Kitson</u>	<u>6/29/98</u>
<u>s/s Charley McClendon</u>	<u>6/29/98</u>
<u>s/s Sue Wright</u>	<u>6/29/98</u>
<u>s/s Neal Berryhill</u>	<u>6/29/98</u>
<u>s/s Brenda Hardy</u>	<u>6/29/98</u>
<u>s/s Melany Gavulic</u>	<u>6/29/98</u>

**HURLEY MEDICAL CENTER  
LETTER OF UNDERSTANDING  
BETWEEN  
RNRPhMC AND HURLEY MEDICAL CENTER**

Re: Mandatory Overtime Exclusions & Notifications

In the spirit of cooperation, the above-mentioned parties agree to the following language/provisions relative to mandatory overtime. The understanding is as follows:

1. Registered Nurses/Pharmacists will be allowed to exclude themselves from the requirement of working mandatory overtime five (5) times within any fiscal year.
2. In order to exercise the above option the employee must declare his or her inability to work the mandatory overtime at the time he or she is informed of the need to work mandatory overtime.
3. No more than 10%\* of the RN/RPh's on a unit can exercise this option on any one shift; \*(One person may exercise this option as long as at least three staff members are on duty.)
4. In order to reduce the occurrences of mandatory overtime, all schedules will be reviewed and approved (signed-off on) by the unit's Services Line Administrator before posting. Service Line Administrators will review the schedules specifically to ensure that they are balanced and to monitor staffing on the units.
5. Whenever mandatory overtime occurs, the Service Line Administrator must be notified. In the absence of the Service Line Administrator, notification will be to the Administrator On-Call.
6. The above language relates to Article XXII (E) of the agreement between the parties and does not modify or nullify the remaining provisions thereof.
7. This understanding is not considered a precedent and is in full-force and effect during the term of the newly ratified contract between the parties.
8. The parties agree that employees who are working or have worked a voluntary overtime shift within the past 24 hours will not normally be subject to mandatory overtime.

For the Union

s/s Charlotte Novak 6/29/98  
s/s Kitty Kelly 6/29/98  
s/s Sandra Kidd 6/29/98  
s/s Denis Paliani 6/29/98  
s/s Lavonda Rimmer 6/29/98  
s/s Margo Miller 6/29/98

For the Medical Center

s/s Jay C. Kitson 6/29/98  
s/s Charley McClendon 6/29/98  
s/s Sue Wright 6/29/98  
s/s Neal Berryhill 6/29/98  
s/s Brenda Hardy 6/29/98  
s/s Melany Gavulic 6/29/98



**HURLEY MEDICAL CENTER  
LETTER OF UNDERSTANDING  
BETWEEN  
HMCRNRPh's AND HURLEY MEDICAL CENTER  
June 9, 1998**

Re: Phone response in the Nursing Office

In an effort to ensure personal feedback for individuals who call the Nursing Office 24 hours a day, seven days a week, there will be a change regarding the voice mail system in the Nursing Office. The voice mail in the Nursing Office will no longer accept messages. It will have a message that the caller will hear indicating the course of action based on their need. The voice mail message will be updated at the start of each house director's shift to insure that the message is current for that shift.

The message will include the date and the name of the house director for the shift. It will inform the caller that they can page the house director if they are calling to report an absence or any other urgent matter. If they are calling for an issue that a clerk can handle, they will be instructed to page the clerk. The page numbers for both the house director and the clerk will be included in the voice mail message.

The clerks will continue to be available in the Nursing Office for the majority of the hours. This procedure will only be necessary for those periods of time when the clerk is not immediately available to personally take a call.

For the Union

<u>s/s Margo Miller</u>	<u>6/9/98</u>
<u>s/s Charlotte Novak</u>	<u>6/9/98</u>
<u>s/s Kitty Kelly</u>	<u>6/9/98</u>
<u>s/s Lavonda Rimmer</u>	<u>6/9/98</u>
<u>s/s Denise Paliani</u>	<u>6/9/98</u>
<u>s/s Sandra Kidd</u>	<u>6/9/98</u>

For the Medical Center

<u>s/s Jay C. Kitson</u>	<u>6/9/98</u>
<u>s/s Charley McClendon</u>	<u>6/9/98</u>
<u>s/s Sue Wright</u>	<u>6/9/98</u>
<u>s/s Melany Gavulic</u>	<u>6/9/98</u>
<u>s/s Neal Berryhill</u>	<u>6/9/98</u>
<u>s/s Brenda Hardy</u>	<u>6/9/98</u>



**SETTLEMENT AGREEMENT**  
**JULY 7, 1986**

1. **WAGES:**

Effective 7/1/86	4.0%	All Employees (+\$0.42 hour increase for AHN)
Effective 7/1/87	3.0%	All Employees
Effective 1/1/88	2.0%	All Employees

2. Life Insurance Increased to \$20,000 for Full Time Employees, and; \$7,500 for 100 hour employees.

3. Educational reimbursement increased to \$1,400.00 per two year for full-time employees; and, \$700.00 within two years for 100 hour part-time employees.

4. Hospitalization Insurance for employees retiring after 7/1/87:

A. Eligibility - 25 years of service and age 50 at time of retirement, or any combination of service and age equaling 75 at time of retirement, as long as the minimum full retirement criteria are met. Medical disability retirement and all other retirements are excluded.

Employees who meet the above requirements and who are re-employed by an Employer who provides Blue Cross coverage will not be entitled to the benefit until such time as they are no longer covered.

B. Benefit level - equal to the benefit level last held as an active employee. Additional benefits will be at the employee's expense.

C. Payment level - Hurley Medical Center will provide single coverage up to \$225.00 per month to age 65. If additional dependent coverage is required, the Medical Center will only provide coverage up to the above \$225.00 per month to age 65. At 65 and over, Hurley Medical Center will pay the complementary portion to Medicare not to exceed \$110 per month. The retiree will be responsible for the difference between Hurley Medical Center's payment and the premium charge, if any. The above payment level to be effective 7/1/87 and applicable to employees retiring after 7/1/86, said payment not be applied retro-actively.

5. Dental Upgrade - increase maximum per person per contract year on Class I and Class II benefits to \$850, effective 1/1/87, and Class II lifetime maximum to \$750.00, effective 1/1/87.

6. Optical Upgrade - Maximum amount of \$18.00 for frames increased to \$30.00, effective 8/1/86.

7. Sick/Accident Upgrade - Maximum benefit \$300.00 per week, effective 8/1/86.
8. Language modifications as tentatively agreed to.
9. Contract Expiration: 6/30/88

**HMCRN/PHARMACIST  
ORGANIZATION**

/s/ Carol Kanter  
/s/ Charlotte Novak  
/s/ Sandra Kidd  
/s/ Marlow Lauletta  
/s/ John Manutes

**HURLEY MEDICAL CENTER**

/s/ Booker Brown  
/s/ Charley J. McClendon  
/s/ Jacqueline Cooney  
/s/ Barbara Szatkowski  
/s/ Lisa E. Foster

**SETTLEMENT AGREEMENT  
JULY 1, 1988**

One Year Contract expiring June 30, 1989.

Effective July 1, 1988 - 2% (two percent) across the board increase.

Emergency Leave.

One (1) hour advance call-in for first (1st) shift.

Twelve (12) hour shift proposal.

All tentative agreements signed to date.

All other provisions of current contract and supplementary agreements remain in effect.

**HMCRN/RPO**

/s/ Charlotte Novak  
/s/ Kitty Kelly  
/s/ Clayborne R. Moore  
/s/ Sandra E. Kidd

**HURLEY MEDICAL CENTER**

/s/ Charley McClendon  
/s/ Sue Wright  
/s/ Rick Carter  
/s/ Jay C. Kitson

**SETTLEMENT AGREEMENT  
APRIL 29, 1990**

1. Contract Length: July 1, 1989 to June 30, 1992

2. Wages

Effective:

7/1/89	3.0%
1/1/90	2.0%
7/1/90	3.0%
1/1/91	3.0%
7/1/91	6.0%

3. Article XXXIII, No. 4, On-Call System - \$2.65 changed to twenty percent (20%) in line one.

4. Part-time employees working eighty (80) hours or less per four (4) week schedule shall receive holiday pay (double-time and one-half) when working a holiday.

5. Effective July 1, 1991. Two (2%) percent lump sum longevity payment after completion of 10, 11, 12, 13 and 14 years of service.

6. Tuition Reimbursement - \$1,600 per two year period for full-time employees and \$800 for 100-hour part-time employees.

7. Article VI, Section E, Representation, Negotiation Committee - Change 4 to 5 in line two.

8. Dental/Vision Coverage for Retirees

Upon retirement members may purchase at their own expense, dental and/or vision insurance via the pension system. Dental coverage shall be the 50%/50% program with the \$850 maximum per person per contract year on Class I & II and Class III benefits. The vision coverage shall be as is currently offered/provided by this newly negotiated agreement upon ratification.

Members must elect to purchase the dental and/or vision coverage at the time of retirement. Should said member elect not to purchase such coverage(s) at this time, the member may not elect to purchase such coverage(s) at a later time. Should the member elect to purchase such coverage(s) and subsequently drops the coverage(s) the member may not elect to reinstate the coverage(s) at a later time.



**SETTLEMENT AGREEMENT**  
**JULY 1, 1992**

Two year contract expiring June 30, 1994.

**Wages:**

Effective July 1, 1992 - 4.25% Across the Board Increase

Effective July 1, 1993 - 2.5% Across the Board Increase

All new Pharmacists/Graduate Pharmacist Interns hired after July 1, 1992 will progress along a pay scale topping out at a 6th year rate.

Effective January 1, 1993, the current Sick and Accident Program will be converted to a program as follows: 15 day elimination period for basic benefits; 60% of salary up to \$300 per week basic benefit cap; 26 week basic benefit maximum; 270 day elimination period for extended benefits; 60% of salary up to \$3,000 per month extended benefit cap.

The extended benefit period noted above will not increase the length of time the Medical Center will continue fringe benefits (i.e. health insurance, dental insurance, etc.)

The Medical Center and the Bargaining Unit will share any increases in costs of the new disability policy 50-50.

The parties will jointly request bids on the insurance program described above, and elect an insurance provider by mutual agreement. If an impasse is reached, the insurance will be provided by UNUM.

Beginning October 1, 1992, running for ten (10) weeks, a pilot program of twelve (12) hour shifts (72 hours paid for 72 hours worked) shall be implemented. The selection of an appropriate Nursing Unit for the pilot program will be by mutual agreement between the parties.

Eliminate 16 hour overtime determination for part-time employees. Such part-time employees will receive overtime for working over forty (40) hours in a week or more than 8 hours in a day.

Effective September 1, 1992, all new employees in the bargaining unit eligible for health care insurance who select Blue Cross/Blue Shield shall receive the Blue Cross/Blue Shield PPO rather than the traditional plan. Additionally, members of the bargaining unit hired prior to September 1, 1992, will be given the option of converting their current health insurance to the Blue Cross/Blue Shield PPO.



7. Effective September 1, 1992, all employees in the bargaining unit who receive Blue Cross/Blue Shield or Health Plus insurance coverage will have inserted in their policy a \$300 inpatient co-payment waived for treatment received at Hurley, or treatment which is not part of Hurley's services, or treatment which is provided on an emergency basis, or out of Hurley's service area (i.e.: the GLS region). Members and their covered spouses/dependents who are inpatients at Hurley Medical Center will not be charged additional fees for basic telephone service, basic television service, or for private rooms when available.
8. Employees who take a voluntary layoff will be recalled by seniority as vacancies become available and are not guaranteed automatic recall after 26 weeks.
9. Benefit Improvements Effective July 1, 1992:
  - a) Hearing Aid Rider to Blue Cross/Blue Shield Plan
  - b) Increase Optical coverage for frames from \$30 to \$50
  - c) Dental Insurance: Increase maximum on Class I and II benefits to \$1000 per year; Increase lifetime maximum on Class III benefits to \$1000.
  - d) Increase Tuition Reimbursement maximum for full-time employees from \$1600 to \$1800 per two year period; increase tuition reimbursement maximum for eligible part-time employees from \$800 to \$900 per two year period.
  - e) Payment Level - Hurley Medical Center will provide single coverage up to \$275 per month to age 65. If additional dependent coverage is required, the Medical Center will only provide coverage up to the above \$275 per month to age 65. At 65 and over, Hurley Medical Center will pay the complementary portion to Medicare not to exceed \$125 per month. The retiree will be responsible for the difference between Hurley Medical Center's payment and the premium charge, if any. The above payment level to be effective 7/1/92 and applicable to employees retiring on or after 7/1/92.
10. All tentative agreements.

**RNRPhHMC**

**HURLEY MEDICAL CENTER**

/s/ Charlotte Novak  
 \_\_\_\_\_

/s/ Sandra Kidd  
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/s/ Clay Moore  
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/s/ Kitty Kelly  
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/s/ Lavonda Rimmer  
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/s/ John Manutes  
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/s/ Charley McClendon  
 \_\_\_\_\_

/s/ Jay Kitson  
 \_\_\_\_\_

/s/ Sue Wright  
 \_\_\_\_\_

/s/ Neal J. Berryhill  
 \_\_\_\_\_

/s/ Lisa E. Foster  
 \_\_\_\_\_

**HURLEY MEDICAL CENTER  
SETTLEMENT AGREEMENT  
BETWEEN  
RN'S AND RPh'S OF HMC  
JULY 26, 1994**

1. Two (2) year contract expiring June 30, 1996.
2. Across-the-board increases as follows:

July 1, 1994	-	\$ .65 per hour
February 1, 1995	-	\$.35 per hour
July 1, 1995	-	\$.40 per hour
3. All previously signed TA's.
4. An on-call system will be instituted in the Operating Room, 2N Mother-Baby, 1E Birthing Unit and Dialysis Units. The system will be developed and implemented via unit based task forces. The task force compositions will be no less that 75% staff, 25% other. Effective implementation date will be 9/1/94. Compensation for on-call services will be as provided in this contract.
5. Add to Article XVII: Section D. Paragraph 3: However, if any portion of this paternity leave (maximum of 6 weeks) qualifies as an FMLA leave, that portion which qualifies as FMLA shall be subject to the hospital's standard practice on FMLA leaves (ie: benefit days must be used before leave without pay is granted).
6. RN's requesting transfer to an area in which they have previous bargaining unit experience within the last 2 years will have preference for such positions. To exercise such preference, the employee must have had satisfactory evaluations in the desired unit. If 2 or more such employees request transfer to the same area, the most senior will be granted the transfer.
7. Longevity bonus of 8% at 25 years or more service, effective 7/1/95.
8. Effective January 1, 1995, and subject to final approval by the Federal government, employee pension contributions will be paid in pre-tax dollars.
9. Hospitalization for future retirees increased from \$275/\$125 to \$300/\$125.
10. An ER Rider will be added to all Blue Cross contracts effective July 1, 1994. Members of the union will be offered a flexible health care benefit plan effective January 1, 1995. The flexible plan will include the following options:

Full time and 100 Hour Members may choose one of the following health care choices.

- A. Blue Cross PPO with ER Rider - This is the standard option and will require no monthly premiums by the employee.
- B. Blue Cross Traditional with ER Rider - Employee pays monthly premiums of \$17.54 for single coverage; \$36.56 for couple coverage; or \$40.97 for family coverage. Premium shortages will be handled as described in the final paragraph of this agreement.
- C. HealthPlus - Employee pays the difference between the cost of this option and Blue Cross PPO.
- D. Blue Care Network - Employee pays the difference between the cost of this option and Blue Cross PPO.
- E. No Health care Insurance - The Medical Center will pursue the necessary approvals (IRS Section 125) to offer to buy back Health care Insurance from employees choosing no insurance under this option. Employees will receive \$45.00 per pay period taxable income in exchange for choosing no health care option.
- F. Hospital Discount Program - As currently exists.  
 Employees with a status of less than 100 hours may purchase Blue Cross PPO coverage at Hurley's current premium rates, subject to the following provisions:
  - A. Employees may purchase such insurance effective January 1, 1995. Costs will be Hurley's current premiums and adjusted periodically based on changes in the Blue Cross premium rates.
  - B. Pending necessary Section 125 approvals, employees premiums will be made in pre-tax dollars.
  - C. Employees will pay for insurance through payroll deduction. If earnings are insufficient to cover premiums, the shortage will go into arrears. The Medical Center may then bill the employee. If payment is not made by the due date on the employee. If payment is not made by the due date on the bill, the insurance will be canceled, and insurance cannot be re-purchased until the next open enrollment period.

For the Union

/s/ Sandra Kidd  
/s/ Charlotte Novak  
/s/ Clay Moore  
/s/ Lavonda Rimmer

For the Medical Center

/s/ Jay C. Kitson  
/s/ Charley McClendon  
/s/ Sam Blevins

**HURLEY MEDICAL CENTER  
"LETTER OF AGREEMENT"  
BETWEEN  
HMCRNRPh'S AND HURLEY MEDICAL CENTER  
6/29/94**

1. 12 Hour shift employees will revert to all 8 hour shift schedules for the two (2) week payroll period that includes Christmas. This is exclusive of 12 hour every weekend employees.
2. In an effort to ensure fairness for all bargaining unit members, a special conference will be scheduled whenever an employee requests accommodation of a disability under the Americans With Disability Act. If an agreement on accommodation can be reached it will be reduced to writing and signed by Management, the Union and the Employee. If an accommodation cannot be worked out and the employee believes him or herself to be aggrieved, the matter may be handled through the established grievance procedure.
3. Employees regularly working 10 hour shifts may use 10 hours of benefit time when granted an entire shift off work. Additionally, if such 10 hour shift employee is sent home due to low census, he or she may use benefit time to supplement worked time in a 2 hour increments up to 10 hours total.

<u>Sandra Kidd /s/</u>	<u>Jay Kitson /s/</u>
<u>Charlotte Novak /s/</u>	<u>Charley McClendon /s/</u>
<u>Kitty Kelly /s/</u>	<u>Sue Wright /s/</u>
<u>LaVonda Rimmer /s/</u>	<u>Neal Berryhill /s/</u>
<u>Clay Moore /s/</u>	<u>Sam Blevins /s/</u>

**HURLEY MEDICAL CENTER  
"LETTER OF UNDERSTANDING"  
BETWEEN  
HMCRNRPh'S AND HURLEY MEDICAL CENTER  
6/30/94**

Re: I.V. Team

The parties agree that during the life of the contract, the Medical Center will maintain an IV Team subject to the following exceptions:

1. Unforeseen financial/budgetary constraints
2. Unforeseen changes in the health care delivery system affecting IV Team services.

In the event that the above exceptions cause the need to eliminate the IV Team, the Medical Center will first inform the Bargaining Unit via a special conference as outlined in the contract.

RNRPhHMC

HURLEY MEDICAL CENTER

Sandra Kidd \s\

Jay C. Kitson \s\

Charlotte Novak \s\

Charley McClendon \s\

LaVonda Rimmer \s\

Neal Berryhill \s\

Kitty Kelly \s\

Sue Wright \s\

Clay Moore \s\

Sam Blevins \s\

**HURLEY MEDICAL CENTER  
SETTLEMENT AGREEMENT  
BETWEEN  
RNRPhHMC AND HURLEY MEDICAL CENTER  
JUNE 28, 1996**

1. Two (2) year contract effective July 1, 1996 and expiring June 30, 1998.
2. All tentative agreements signed to date.
3. Effective July 1, 1996, 2.0% increase to the base wage scale.
4. Effective July 1, 1997, 2.0% increase to the base wage scale.
5. Personal Days - 12 hour employees who are scheduled a personal day shall use eight hours personal time and at their option, four hours of vacation time or other benefit time excluding sick days/time.
6. For Sick and Accident: two sick days per week or (two vacation days, if no sick time is available) may be used to supplement the Sick and Accident Leave.
7. Employer will provide an opportunity for at least thirteen (13) Nursing CEU's per year.
8. Increase health insurance \$300 co-pay for inpatient care not obtained at HMC to \$500.00
9. Change Prescription Program in Blue Cross Traditional Health Insurance Plan to Preferred Rx Program.
10. Increase tuition reimbursement for full time employees from \$1800/2 years to \$2000/2 years. Increase tuition reimbursement for 100 hour employees from \$900/2 years to \$1000/2 years.
11. Dependent coverage similar to health care coverage for dental and optical.
12. Effective July 1, 1996, no dual RN/RPh of HMC/Nurse Manager Organization classified employee will be hired or recalled. Additionally, an RN member who holds a dual classification in a non bargaining unit managerial position may only work in the management classification two (2) days a pay period. RN members who promote to the Nurse Manager Union may return to the RN's and Rph's of HMC bargaining unit within six months and regain previously accrued RN bargaining unit seniority.

13. Choice of Blue Cross Traditional, Blue Cross PPO, or M-Care (if offered to current employees) for eligible retirees (current and future.)

FOR THE UNION

Charlotte Novak 06/28/96

Kitty Kelly 06/28/96

David Vergison 06/28/96

LaVonda Rimmer 06/28/96

Clay Moore 06/28/96

Sandra Kidd 06/28/96

FOR THE MEDICAL CENTER

Jay C. Kitson 06/28/96

Charley McClendon 06/28/96

Neal Berryhill 06/28/96

Sue Wright 06/28/96

Melany Gavulic 06/28/96

Brenda Hardy 06/28/96

**HURLEY MEDICAL CENTER  
CONTRACT AGREEMENT  
BETWEEN  
RNRPhMC AND HURLEY MEDICAL CENTER  
July 1, 1998**

1. Three year contract expiring June 30, 2001.
2. Wages:
  1. Effective July 1, 1998 - 3.0% across the board wage increase
  2. Effective January 1, 1999 - 1.0% across the board wage increase
  3. Effective July 1, 1999 - 3.0% across the board wage increase
  4. Effective July 1, 2000 - 3.0% across the board wage increase
3. Effective January 1, 1999, a twelve hour employee who receives a form letter loses their twelve hour shift, during the duration of the form letter.
4. Include every weekend in the formula for calculating number of 12-hour shifts/pairs.
5. Article XXII.D. - Rewrite third sentence: Additional weekends scheduled off may be arranged by mutual agreement between the unit or department manager and the employee, as long as additional weekends off are rotated on a fair and equitable manner and staffing continues to support the balanced schedule guidelines.
6. Add "mamm and pap rider" to traditional Blue Cross effective 1/1/99, with cost covered by increase in premiums paid by employee over the PPO rate.
7. All members scheduled to work every other holiday (based on the needs of the Nursing Unit/Inpatient Pharmacy.)
8. Clarify that all bargaining unit members will be required to use the automated time and attendance system upon implementation.
9. Management may implement an optional defined contribution pension program for new employees hired after 1/1/99. Employees who choose this program will not be allowed to participate in either of the current City of Flint Retirement Programs, i.e., (Contributory or Non-Contributory.) For the new defined contribution program, the Medical Center will contribute 4.5%. Vesting will be at five (5) years and employee contributions will be determined by the parties considering applicable laws. The remainder of the program to be developed by the parties including the possibility of other members opting into the new system.
10. All items tentatively agreed upon to date:
  1. Voluntary & Mandatory Log - 6/4/98
  2. Emergency and Bereavement Leave - 6/2/98
  3. Employee Definitions - 6/2/98
  4. Hemodialysis Not Excluded from 12-Hour Shifts - 6/4/98



5. Phone Response in Nursing Office - 6/9/98
6. Pulls & Assignments - 6/4/98
7. AFLAC Premiums in before Tax Dollars - 6/29/98
8. Sick Leave in two hour increments - 6/11/98
9. Vacation Choices - 6/11/98
10. Preferred Positions in Pharmacy - 6/29/98
11. Mandatory Overtime Exclusions/Notification - 6/29/98

For The Union

<u>s/s Sandra Kidd</u>	<u>7/1/98</u>
<u>s/s Charlotte Novak</u>	<u>7/1/98</u>
<u>s/s Kitty Kelly</u>	<u>7/1/98</u>
<u>s/s Denise Paliani</u>	<u>7/1/98</u>
<u>s/s Lavonda Rimmer</u>	<u>7/1/98</u>
<u>s/s Margo Miller</u>	<u>7/1/98</u>

For The Medical Center

<u>s/s Jay C. Kitson</u>	<u>7/1/98</u>
<u>s/s Charley McClendon</u>	<u>7/1/98</u>
<u>s/s Sue Wright</u>	<u>7/1/98</u>
<u>s/s Melany Gavulic</u>	<u>7/1/98</u>
<u>s/s Brenda Hardy</u>	<u>7/1/98</u>
<u>s/s</u>	

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE  
 REGISTERED NURSES AND PHARMACISTS  
 EFFECTIVE 7/01/98

	1/6MOS	2/6MOS	2YR	3YR	4YR	5YR
NURSE INTERN (GDN -1.000)	17.6452	18.0749	18.5056	19.3662	20.2288	21.0872
GDN	18.6452	19.0749	19.5056	20.3662	21.2288	22.0872
GDN/CHG (GDN +.500)	19.1452	19.5749	20.0056	20.8662	21.7288	22.5872 / NOT PRIMARY RATE
GDN/BSN (GDN +.330)	18.9752	19.4049	19.8356	20.6962	21.5588	22.4172
BSN/CHG (+.500)	19.4752	19.9049	20.3356	21.1962	22.0588	22.9172 / NOT PRIMARY RATE
ASST HD NURSE RN FIRST ASSIST	19.7307	20.1615	20.5912	21.4528	22.3176	23.1759
GRAD PHARMACY INTERNS (RPH -1.000)	21.2211	22.0379				
PHARMACISTS	22.2211	23.0379	24.4426	25.7478	27.1859	28.7527 ***

3% EFFECTIVE 7/01/98

29.7889

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE  
 REGISTERED NURSES AND PHARMACISTS  
 EFFECTIVE 1/01/99

	1/6MOS	2/6MOS	2YR	3YR	4YR	5YR
NURSE INTERN (GDN -1.000)	17.8317	18.2656	18.7007	19.5699	20.4411	21.3081
GDN	18.8317	19.2656	19.7007	20.5699	21.4411	22.3081
GDN/CHG (GDN +.500)	19.3317	19.7656	20.2007	21.0699	21.9411	22.8081 / NOT PRIMARY RATE
GDN/BSN (GDN +.330)	19.1617	19.5956	20.0307	20.8999	21.7711	22.6381
BSN/CHG (+.500)	19.6617	20.0956	20.5307	21.3999	22.2711	23.1381 / NOT PRIMARY RATE
ASST HD NURSE RN FIRST ASSIST	19.9280	20.3631	20.7971	21.6673	22.5408	23.4077
GRADUATE PHARMACIST	28.2875					
PHARMACIST	29.2875	30.6568	32.1416			32.8256

1% Effective 1/01/99

\*Rate only available to Pharmacists/Graduate Interns hired on or before 7/1/92  
 New Pharmacists pay scale effective 5/3/99

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE  
 REGISTERED NURSES AND PHARMACISTS  
 EFFECTIVE 7/01/99

	1/6MOS	2/6MOS	2YR	3YR	4YR	5YR
NURSE INTERN (GDN -1.000)	18.3967	18.8436	19.2917	20.1870	21.0843	21.9773
GDN	19.3967	19.8436	20.2917	21.1870	22.0843	22.9773
GDN/CHG (GDN +.500)	19.8967	20.3436	20.7917	21.6870	22.5843	23.4773 / NOT PRIMARY RATE
GDN/BSN (GDN +.330)	19.7267	20.1736	20.6217	21.5170	22.4143	23.3073
BSN/CHG (+.500)	20.2267	20.6736	21.1217	22.0170	22.9143	23.8073 / NOT PRIMARY RATE
ASST HD NURSE RN FIRST ASSIST	20.5258	20.9740	21.4210	22.3173	23.2170	24.1099
GRADUATE PHARMACIST	29.1661					
PHARMACIST	30.1661	31.5765	33.1058			
						33.8104

3% Effective 7/01/99

\*Rate only available to Pharmacists/Graduate Interns hired on or before 7/1/92