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A G R E E M E N T

between

THE MIDLAND HOSPITAL ASSOCIATION  
MIDLAND, MICHIGAN

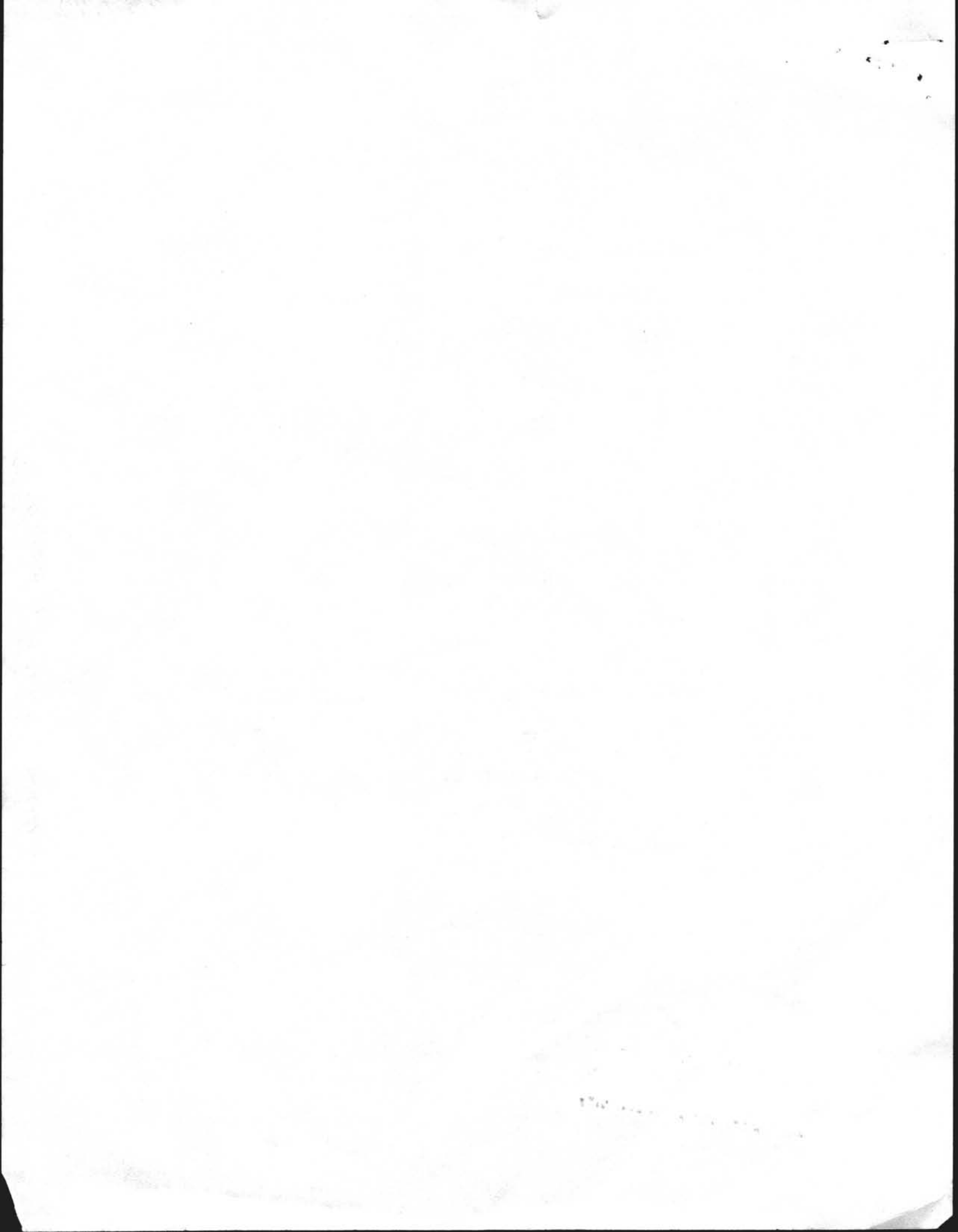
and

MICHIGAN LICENSED PRACTICAL NURSES ASSOCIATION

September 30, 1979

*Midland Hospital Association*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
MICHIGAN STATE UNIVERSITY

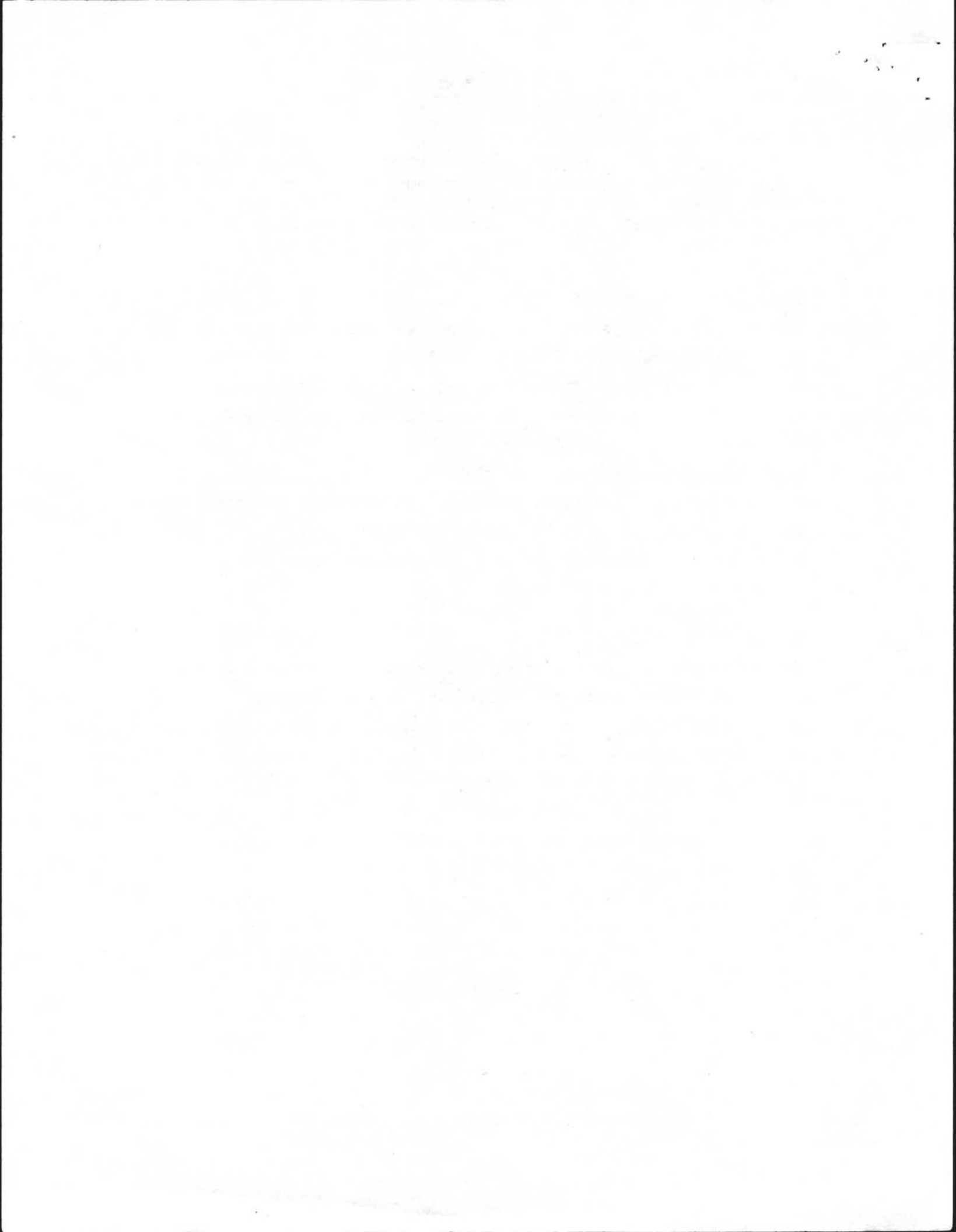


## AGREEMENT

The Midland Hospital Association located at Midland, Michigan, hereinafter designated as the "Hospital," and the Michigan Licensed Practical Nurses Association, Lansing, Michigan, its members, and the employees represented, hereinafter designated as the "Association," enter into this Agreement, by and between them effective as of September 30, 1979, at Midland, Michigan.

Witnesseth - The Hospital and the Association intend and purpose that this Agreement promote and improve working and economic relationships between the Hospital and the employees herein recognized; provide for the operation of Hospital and its facilities under methods which will further, to the fullest extent possible, the safety of employees, protection of property, economy and effectiveness of operation, avoidance of interruptions to service and patient care, and realization of quality services to the community at reasonable and appropriate costs; and that harmony, cooperation, orderly relations, and efficiency are achieved such that employees and the Hospital mutually benefit.

During the negotiations leading to this Agreement, each Party had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement was reached after full and free exercise of such right and opportunity. Unless otherwise mutually agreed, the Parties each voluntarily and without qualification for the period of this Agreement, waive the right to bargain with respect to any subject or matter which has or might have been included in this Agreement, even though such subject or matter may not have been considered by either or both Parties at the time of negotiating or signing of this Agreement.



## ARTICLE I - RECOGNITION

The Hospital recognizes the Association as the exclusive representative of Licensed Practical Nurse employees of the Midland Hospital at Midland, Michigan classified and working in Nursing Services as Licensed Practical Nurse or as Graduate Practical Nurse under a valid State of Michigan Board of Nursing permit, for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment.

It is agreed by both the Association and the Hospital that this representation as stated, encompasses and includes employees of every status as defined in Article VII of this Agreement entitled "Hospital Employees."

Supervisors, Administrative Staff employees, and all other employees and classifications are excluded from this recognition.

## ARTICLE II - HOSPITAL MANAGEMENT

The Hospital retains the right to exclusively and solely manage, operate, and direct the Hospital facilities, activities, endeavors, working force and all other affairs and interests of the Hospital, and to exercise its own discretion on all of the following matters, subject only to such limitations as are expressly set forth in this Agreement. These rights include but are not limited to the following:

1. hiring, testing, employing, promoting, demoting, transferring, suspending, assigning, recalling, relieving, correcting, laying off, and disciplining employees.
2. maintaining efficiency, orderliness, and proper conduct.
3. releasing employees for due cause, lack of work or for unusual circumstances where there is just cause for immediate termination.
4. determining organizational structure, number and location of departments and divisions, type and scope of services to be furnished, type and number of machines, equipment and other facilities, and type, number and scope of training and education programs or courses to be offered.
5. deciding the nature and extent of the work, number of jobs and operations to be performed, job content and structure, assignment of work, number and qualifications of employees, and time and duration of work and of operational schedules.
6. making, amending, and enforcing any reasonable and sensible rules, regulations, and policies necessary to maintain order, safety, propriety, proper action and behavior, and effectiveness in the Hospital operations.
7. establishing, instituting, and implementing new or revised procedures, work methods, processes, systems, and technologies to be adhered to and followed.

ARTICLE II - HOSPITAL MANAGEMENT (Continued)

8. exercising all other generally recognized inherent and customary good management techniques and rights.
9. accepting and making use of valuable contributory services performed by volunteer organizations or volunteer workers.

ARTICLE III - RESPONSIBILITIES

The Hospital:

- 1.1 shall not discriminate in any manner against any employees by reason of membership in the Association and shall in no way interfere with the organization of the Association or commit any act calculated to undermine the Association.
- 1.2 shall communicate, in writing, all rules, regulations, and policies to employees, prior to placing them in effect.
- 1.3 shall insure to the best of its ability, that supervisory and management employees comply with the terms of this Agreement.

The Association:

- 2.1 shall, at all times, use its best and full efforts to encourage the employees, individually and collectively, to perform and render loyal and efficient work and service to the Hospital, and shall inform employees that they are expected to perform a "fair and honest day's work" as a part of this Agreement.
- 2.2 shall insure, to the best of its ability, that the employees they represent comply with the terms of this Agreement.
- 2.3 shall in no way interfere with the organization of the Hospital or commit any act calculated to undermine the Hospital.
- 2.4 shall not conduct nor carry out during employee working time or in any Hospital work areas any activities which are Association in nature and/or involved or related with such activities as internal management of the Association, collection of dues, assessment or collection of other funds, membership meetings, campaign for office, distribution or discussion of literature or issues, membership drives or campaigns. Activities such as the above described may be engaged in during non-working time in Hospital non-work areas.
- 2.5 shall not interfere in any manner whatsoever with the activities or endeavors of any volunteer organizations or volunteer workers.

The Hospital and/or Association:

- 3.1 shall not intimidate, coerce, or discriminate in any manner at any time against any employee in any effective performance of assigned duties, or because of race, color, age, sex, religion, national origin, or membership or non-membership in the Association.

### ARTICLE III - RESPONSIBILITIES (Continued)

- 3.2 shall not interfere with or withhold competent care and proper treatment from Hospital patients.
- 3.3 shall not impair efficiency by causing or taking any action whatsoever to limit or delay technological, procedural, method, or productivity improvements.

#### Ethical Department

Because of the sensitive nature of the functions which the Hospital must perform, the intimacy of the association between personnel and patients, and the right of the patients to personal privacy concerning their affairs, the Hospital requires high standards of behavior and propriety from its staff. Employees and the Association recognize the importance and necessity of courtesy to the Hospital's patients and of the treatment of information concerning patients and their families as confidential. Any and all information concerning any patient of the Hospital or his family, no matter how acquired, shall be considered and treated as confidential. Any act of discourtesy to a patient by an employee, or any disclosure of confidential information by an employee to a patient or a fellow employee or any unauthorized person which is not required in the course of the employee's duty to the Hospital, shall be regarded as a breach of duty by the employee, and may be treated as cause for immediate discharge or discipline.

Any employee violating any term or stipulation of this Agreement or any Hospital rule or regulation is subject to disciplinary action by the Hospital.

### ARTICLE IV - LICENSED PRACTICAL NURSE STATUS

The Hospital recognizes Licensed Practical Nurse activities as a dynamic, and vital part of total patient care.

Prominence and concern is expressly given to the professional aspirations and goals of Licensed Practical Nurses as a part of Hospital objectives to enhance the position of the Hospital in relations with patients, employees, physicians, the community, and the public at large.

The Hospital will strive to integrate work experience and training in the assignment of nursing duties, activities, and responsibilities to extend and expand each individual's scope of knowledge and technical competency and to attain full use of skills, talents, and capabilities of the Licensed Practical Nurse for optimum patient care.

Except in unusual circumstances or emergency situations and consistent with objectives of effective and efficient operation of the facilities, the Hospital will strive to program the work such that Licensed Practical Nurses are not normally required to perform functions which are generally structured to be provided by housekeeping, dietary, central services, and pharmacy services.

#### ARTICLE IV - LICENSED PRACTICAL NURSE STATUS (Continued)

Licensed Practical Nurses are in turn expected to continuously utilize opportunities for growth and to develop and cultivate the ability to understand and deal with individual differences in people, make proper discrimination of relative values, and adjust and cope with personalities and circumstances.

LPNs will be requested to participate as members of various nursing care committees which may be established when, in the judgment of management, their participation will contribute to the accomplishment of the committee objectives (and results).

The Hospital recognizes the functions of the Licensed Practical Nurse as developed by the National Association for Practical Nurse Education and Service.

1. Participates in the planning, implementation, and evaluation of nursing care, and teaches the maintenance of health and prevention of disease.
2. Observes and reports to the appropriate person significant symptoms, reactions, and changes in the condition of the patient, and records pertinent information.
3. Performs and/or assists in nursing functions such as:
  - a. the administration of medications as prescribed.
  - b. therapeutic and diagnostic procedures.
  - c. procedures requiring the use of medical/surgical aseptic technique.
4. Assists with the rehabilitation of the patient and family according to the patient care plan:
  - a. provides support for emotional needs.
  - b. teaches appropriate self-care.
  - c. advocates use of community resources.
5. Assists in performing nursing services in specialized units.
6. Participates in in-service programs for self-enrichment to maintain the high quality of nursing service.
7. Prepares to assume responsibilities as a charge nurse under direction.

#### ARTICLE V - ASSOCIATION MEMBERSHIP

##### Section 1.

Regular Licensed Practical Nurse employees, including "Casual Status," but excluding "Temporary Status" employees, covered by this Agreement who are members of the Michigan Licensed Practical Nurses Association upon the effective date hereof, shall, as a condition of continued employment, maintain their membership for the duration of this Agreement, to the extent of paying the periodic dues uniformly required as a condition of Association membership.



## ARTICLE V - ASSOCIATION MEMBERSHIP (Continued)

### Section 2.

Regular Licensed Practical Nurse employees, including "Casual Status," but excluding "Temporary Status" employees, covered by this Agreement and in the employment of the Hospital as of the effective date of this Agreement who are not members of the Michigan Licensed Practical Nurses Association, shall, within 30 days of the effective date of this Agreement and as a condition of continued employment, become members of the Association, to the extent of paying the periodic dues uniformly required as a condition of Association membership.

Regular Licensed Practical Nurse employees, including "Casual Status," but excluding "Temporary Status" employees, who are hired into the unit covered by this Agreement from and after the effective date hereof, shall, as a condition of continued employment, on or before the completion of their probationary period, become members of the Association, to the extent of paying the periodic dues uniformly required as a condition of Association membership.

Provided, however, that no properly qualified Licensed Practical Nurse who refuses to join the Association or participate in the bargaining aspects of the Association in its relationship with the Hospital, shall be denied continued employment, provided, that each such individual signs a statement to that effect and contributes to the Association a sum equal in amount to the Association dues.

Any individual employee who is a member of and adherent to teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required to join or financially support the Association as a condition of employment. Such employees shall contribute to a nonreligious charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code, a sum equal in amount to the periodic dues uniformly required as a condition of Association membership.

### Section 3.

Names and addresses of Licensed Practical Nurses employed to fill positions covered by this Agreement shall be furnished to the Association by the Hospital.

## ARTICLE VI - ASSOCIATION DUES - PAYROLL DEDUCTION

Employees may elect to pay their dues by either of the two following methods:

1. By signing a dues deduction authorization card which authorizes the Hospital to deduct from the employee's wages the amount of the regular monthly dues levied by the Association.
2. By direct payment in full to the Association.

The Hospital deducts from the first Hospital paycheck each month of each regular employee who individually executes and submits to the Hospital an "Authorization for Payroll Deduction," one-twelfth of the total annual dues to the Michigan Licensed Practical Nurses Association. The Hospital forwards the dues deductions to the Michigan Licensed Practical Nurses Association at this offices in Lansing, Michigan.

ARTICLE VI - ASSOCIATION DUES - PAYROLL DEDUCTION (Continued)

Payroll deduction of dues begins with the first paycheck in the month following submission to the Hospital of an individual's properly executed "Authorization for Payroll Deduction" form.

The Association certifies to the Hospital the amount of annual dues to be deducted, and advises the Hospital of any change in this amount. The Association furnishes the "Authorization for Payroll Deduction" forms to be used.

The Association shall indemnify and save the Hospital harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Hospital in reliance upon lists or dues deduction authorization furnished to the Hospital by the Association for the purpose of complying with any of the provisions of this section. It is clearly understood and agreed that the Hospital assumes no responsibility for the consequences of any failure to make dues deductions or mistakes in connection therewith and neither the Hospital nor any of its officers, agents, or employees shall in any way be held liable or responsible for any loss resulting from acts of the Association or its officers or agents.

ARTICLE VII - HOSPITAL EMPLOYEES

Section 1. - Probationary Status Employee

Each newly hired employee is a Probationary Status Employee until she has worked 520 hours or has been employed for 135 calendar days, whichever is less, on a permanent job in the Hospital.

The probationary time period may, at the sole discretion of the Hospital, be extended up to one calendar year in length when additional training, orientation, and experience is required for an employee. The Hospital will notify the Association of such probationary period extensions.

Section 2. - Graduate Practical Nurse

- 2.1 - Graduate Practical Nurse employees are those working under a valid State of Michigan, Board of Nursing permit.
- 2.2 - Graduate Practical Nurse employees are reclassified to Licensed Practical Nurse upon receipt and presentation to the Hospital of their State of Michigan, Board of Nursing licenses.
- 2.3 - Upon reclassification to Licensed Practical Nurse, hours or days actually worked are credited as probationary period hours in the Licensed Practical Nurse rate of pay schedule - but not to exceed the number of hours or days required to complete the probationary period.

Section 3. - Regular Staff Employees

- 3.1 - Regular Staff Employees are those who have satisfactorily completed the probationary period.

The employee starting date is the base date for determination of benefits.

ARTICLE VII - HOSPITAL EMPLOYEES (Continued)

Section 3. - Regular Staff Employees (Continued)

- 3.2 - Regular Full-Time Status Employees are those regularly scheduled to work during the year an average of 39 hours in a workweek.
- 3.3 - Regular Part-Time Status Employees are those regularly scheduled to work during the year an average minimum of 23 but less than 39 hours in a workweek.
- 3.4 - Part-Time Status Employees are those regularly scheduled to work during the year an average of less than 23 hours in a workweek.
- 3.5 - Lead Licensed Practical Nurse

"Lead Licensed Practical Nurse" is a classification assigned as needed and advisable by management. It includes delegated responsibility for instructing, directing, overseeing, and coordinating the work of all designated subordinate personnel at a designated work station, unit, or area, as well as performance of recognized Licensed Practical Nurse duties. The assignment provides for direction, counsel, and control from a Registered Nurse.

Section 4. - Temporary Status Employees

- 4.1 - Temporary Status Employees are those hired for a maximum of 88 calendar days to substitute for Regular Staff Employees during periods of temporary absences, or for employment of limited duration.
- 4.2 - Temporary Status Employees changed, during their period of continuous employment, to Regular Staff Employees are considered to have been Probationary Status Employees during such employment period.

Section 5. - Casual Status Employees

Casual Status Employees are those not regularly scheduled but called as needed to work on a job or in a department as determined each day or week.

Section 6. - Orientation

All newly hired employees shall participate in a Hospital orientation and instruction program designed to acquaint them with distinctive Hospital procedures and to familiarize and prepare them for their regular duties and assignments. Supervision will give due consideration to any employee's request for additional orientation time in specific areas. It is recognized that the amount of orientation required depends upon previous experience, knowledge, capability, training, attitude and confidence of each individual employee. It is also recognized that safe practice in job performance is a mutual concern of both the employee and the Hospital. Therefore, employees will be assigned only those responsibilities which they are adequately prepared or oriented to safely perform. Employees should express their concern to supervision if asked to accept responsibility which they are not adequately prepared or oriented to safely perform.

## ARTICLE VII - HOSPITAL EMPLOYEES (Continued)

### Section 7. - General Provisions

7.1 - The Hospital decides the ability, qualification, aptitude, competence and capacity of Probationary, Temporary, and Casual Status Employees to perform the required work.

The Hospital decides all actions concerning layoff, transfer, discipline, or discharge of Probationary and Temporary Status Employees, and the Association shall not represent such employees nor file a grievance in connection with such actions.

7.2 - Probationary, Temporary, and Casual Status Employees are not eligible for any employee fringe benefits.

7.3 - Any employee whose employment is terminated and who is subsequently rehired, starts as a new employee and serves the full probationary period.

## ARTICLE VIII - GRIEVANCE PROCEDURE

### Section 1. - Principles

The Hospital and the Association shall adhere to and follow the grievance procedure set forth herein to prompt and peaceful settlement, without any interruption or disturbance whatsoever to the normal operation of the Hospital, of all grievances which may arise between them concerning alleged violations of specific rights covered by the terms and provisions of this Agreement.

The Hospital and the Association shall consummate grievances quickly and expediently, and at the earliest grievance procedure step possible. The two parties may, by mutual agreement and in writing only, extend the specified procedure time limits.

Days referred to herein mean calendar days excluding Saturday, Sunday, and Holidays.

### Section 2. - Representation

The Association and the employees are represented by an Association Committee comprised of three Midland Hospital employees. One Committee member is designated as Chairman. All official and documentary communication is directed to the Chairman.

Selection of the Committee members and the Chairman is the responsibility of the Association.

The Association shall furnish up-to-date listings of employees comprising the Association Committee and of Authorized Association Representatives.

### Section 3. - Grievance Procedure

A grievance is a written complaint, claim, or dispute signed by an employee, or if initiated by the Association on behalf of the employees, signed by the employee serving as staff council chairperson, giving facts or information pertinent to an alleged violation of the specified terms, stipulations, and provisions of this agreement, insofar as possible, and must deal only with the application and/or interpretation of this Agreement.

ARTICLE VIII - GRIEVANCE PROCEDURE (Continued)

Section 3. - Grievance Procedure (Continued)

Step 1 -

When an employee has a complaint, she or her representative as soon as possible, but within 7 days from the date when the employee could have been aware of the incident over which the complaint arises, notifies supervision of such complaint and then, if formal action is desired, within the 5 days following supervision notification, writes and signs the grievance using the Hospital form provided, stating to the best of her ability the alleged violation of the specified terms, stipulations and provisions of this agreement and setting forth the pertinent information and evidence. Employee promptly submits the written grievance in person to the immediate supervisor who arranges a time for discussion. Employee may have one Committee member present at this meeting. Supervisor considers the grievance and attempts to reach an equitable and fair adjustment within the confines of the Agreement. Supervisor, within 5 days after the grievance is submitted, issues a written disposition of the grievance.

If no agreement is reached concerning the disposition, Then:

Step 2 -

Employee confers with a Committee member who thoroughly reviews, investigates, and analyzes the events, conditions, circumstances, and responsibilities having connection with the alleged violation and decides whether or not the grievance is worthy of further consideration. If it is judged worthy, Committee member signs the grievance. Committee member and employee, within 5 days of the Step 1 written disposition date submit the grievance in person to the Director of Nursing or a designated Assistant or Appointee who arranges a time for discussion. Director of Nursing or Designee considers the grievance and attempts to reach an equitable and fair adjustment within the confines of the Agreement. Director of Nursing or Designee, within 5 days after the grievance is submitted in Step 2, issues a written disposition of the grievance.

Step 3 -

Committee member reviews the grievance and all pertinent information and evidence with the Grievance Committee who carefully consider the points at issue, and with the aggrieved employee decide whether or not further action is warranted. If the grievance is considered just, the Committee, within 5 days of the Step 2 written disposition date, requests by letter to the Director of Personnel, a meeting with the Hospital Committee. The Director of Personnel, within 7 days of receipt of the request, schedules a meeting of the two Committees to be held at a mutually agreeable time. The two Committees hear all evidence and testimony and consider all facts toward reaching final settlement. Hospital Committee at the conclusion of the hearings and discussion, or within 5 days, issues the written final disposition of the grievance.

An Authorized representative of the Michigan Licensed Practical Nurses Association or a representative for the Hospital may attend a scheduled joint committee meeting upon request of either party.

ARTICLE VIII - GRIEVANCE PROCEDURE (Continued)

Section 3. - Grievance Procedure (Continued)

Step 4 -

If the grievance is not satisfactorily resolved at Step 3, the Association or the Hospital may request arbitration by notifying the other party in writing within 7 days after receipt of the written disposition of the grievance at Step 3.

Section 4. - General Provisions

Any grievance not advanced to the next step of the grievance procedure by the aggrieved employee or the Association Committee within the specified procedure time limits is deemed concluded in accord with the last disposition.

If the Hospital fails to issue a grievance disposition at Step 1 or Step 2 within the specified procedure time limits, the grievance is automatically advanced to the next step of the grievance procedure. If the Hospital fails to issue a grievance disposition within the specified procedure time limits at Step 3 the grievance is deemed concluded in accord with a grievance settlement determined by the two Grievance Committees or in accord with the settlement requested by the grievance, provided, however, such requested settlement is reasonable.

An aggrieved person may withdraw a grievance from further consideration at any step of the grievance procedure.

Pursuant to Section 27 of the Michigan Labor Mediation Act No. 176 of the Public Acts of 1939 as amended - "Any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, if the bargaining representative has been given opportunity to be present at such adjustment."

There shall be no suspension of work nor withholding of competent care and proper treatment from patients while a grievance is in process of disposition. Any employee suspending work or withholding service is subject to immediate discharge.

Section 5. - Date of Settlement

The grievance settlement date is the initial Step 1 grievance presentation date, or a date mutually agreed to by the Hospital and the Association Committees, except in no case earlier than 7 days prior to the Step 1 grievance presentation date. The Hospital in no event shall be required to pay back wages for more than 7 days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving the pay, then the adjustment shall be retroactive to the beginning of the pay period covered by such pay, provided, the employee files the grievance within 7 days after the paychecks are available for distribution to employees.

ARTICLE VIII - GRIEVANCE PROCEDURE (Continued)

Section 6. - Grievance Time

An Association Committee Member is paid her regular authorized straight-time base rate for reasonable and fitting time spent, while on duty during her regular shift working hours, in the processing of grievances by the grievance procedure described, and in scheduled Mutual Interest meetings.

The Committee Member, when requested to meet with an employee to present and process a grievance as provided in the grievance procedure, reports to her immediate supervisor, states the concern and name of employee seeking counsel, and requests permission to leave her assigned job for such purpose. Supervisor arranges for relief or other duty coverage as soon as reasonable and possible.

An aggrieved employee is paid her regular authorized straight-time base rate for reasonable and fitting time spent, while on duty during her regular shift working hours, in the processing of a grievance by the grievance procedure described.

The aggrieved employee, when it becomes necessary to seek counsel from a Committee Member in processing a grievance, reports to her immediate supervisor, states the concern and name of the Committee Member to be consulted, and requests permission to leave her assigned job for such purpose. Supervisor arranges for relief or other duty coverage as soon as reasonable and possible.

Committee Member and/or employee promptly returns to her job and reports to the immediate supervisor upon completion of the grievance matter.

An allowance of up to \$300.00 will be made available by the Hospital to cover time spent in negotiations by members of the Association. The authorized straight-time base rate, or a pro rata portion thereof, will be paid for the regular scheduled work hours they otherwise were scheduled to work and would have worked, but which were actually spent participating as selected members in scheduled contract negotiation meetings with Hospital representatives.

This privilege of devoting paid working time to grievance handling and negotiations must not be abused, and must not interfere in any way with adequate and effective patient care. If it is abused, the Hospital may withdraw such privilege. An employee or Committee Member who takes an unreasonable or unnecessary amount of time in grievance procedure is subject to disciplinary action.

Section 7. - Grievance Settlement Agreement

Grievance settlements are binding on the Hospital and on the Association and shall be written and signed by authorized representatives of both parties.

Section 8. - Mutual Interest

In the interest of good communications, to cultivate and achieve mutual understanding, trust, and cooperation and to develop responsible labor relations participation - The Association and Hospital Committees meet at timely intervals, as requested by either party who indicate the topic(s) to be discussed, and as arranged by Hospital Administration, to exchange ideas and information, and together explore and discuss accomplishments, safety, new developments, operation improvements, future planning,

ARTICLE VIII - GRIEVANCE PROCEDURE (Continued)

Section 8 - Mutual Interest (Continued)

suggestions for consideration, discharge of responsibilities, operation problems, misunderstandings, employee morale, feelings, relations, and adherence to policy, working atmosphere and environment, patient care and service and other areas, situations, and subjects of interest and concern.

ARTICLE IX - ARBITRATION

Section 1.

If a timely request for arbitration has been filed on a grievance which is to be arbitrated, the parties shall within 10 days select an arbitrator by one of the following procedures - or - in a manner mutually agreed upon by the Association and Hospital Grievance Committees:

- 1.1 Each party shall submit in writing to the other party a list of 5 names and addresses of persons or arbitrators, any one of whom is acceptable as arbitrator to the submitting party. The parties will then meet and endeavor to make a selection from the submitted lists.
- 1.2 The parties shall request a panel listing of recognized arbitrators from the Federal Mediation and Conciliation Service. The parties will then meet and endeavor to make a selection from such submitted list.
13. If the parties are then unable to agree to an arbitrator, the arbitrator shall be selected in accordance with the then existing Voluntary Labor Arbitration Rules of the American Arbitration Association.

Section 2.

Except as specifically provided, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

It is mutually agreed that patient care and service is the first obligation to be provided by the Hospital and the employees, and it is mutually understood that the grievance procedures set forth herein provide the full remedy for the settlement of grievances. With this promise fully understood by both the Hospital and the Association, for the duration of this Agreement, the Association, its officers, agents, representatives, and employee members shall not in any way, either directly or indirectly, take part in or cause or attempt to cause or encourage any strike of any sort whatsoever either complete or partial, against the Hospital, and shall not engage, either directly or indirectly, in any complete or partial stoppage of work, boycott, concerted action, demonstration, picketing, refusal to do reasonably assigned work, shutdown, lockout, slowdown, or any other similar actions or conduct whatsoever which causes, might cause, or results in interference with or in any way disturbs the treatment or welfare of patients and/or the normal operation of the Hospital.



ARTICLE IX - ARBITRATION (Continued)

Section 3.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and shall be without power and authority to make any decision:

- 3.1 Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
- 3.2 Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work.
- 3.3 Establishing wage scales, rates on new or changed jobs, or wage increases.
- 3.4 Concerning the proper assignment of work by the Hospital to its employees.
- 3.5 Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
- 3.6 Over the use or application of any rights set forth in Article II of this Agreement entitled "Hospital Management" or over any right in which the Hospital is given unilateral discretion.

If the issue of arbitrability is raised, the arbitrator shall first decide the question of arbitrability and shall only decide the merits of the grievance if arbitrability is affirmatively decided. If the arbitrator rules that the grievance is not arbitrable, the matter shall be referred back to the parties without decision or recommendation.

Section 4.

The parties shall jointly prepare a statement of the issue(s) setting forth the nature of the dispute and the remedy sought. Either party may be represented by counsel.

The arbitrator shall hear the evidence and render a decision thereon without undue delay.

Section 5.

There shall be no appeal from an arbitration decision. It shall be final and binding on the Association, on all employees and on the Hospital. The expenses of the arbitration shall be shared equally by both parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them. Pay for lost time for the Grievance Committee shall not apply to their participation in arbitration cases.

Section 6.

The decision of the arbitrator in any case shall not be a binding precedent in like or analogous situations and shall not require a retroactive wage adjustment in any other case.

## ARTICLE X - HOURS AND CONDITIONS OF EMPLOYMENT

### Section 1. - Hours of Work

The normal workday consists of not more than 8 hours of work in a 24-hour period exclusive of a 30-minute non-paid lunch period.

The normal full-time workweek consists of 5 workdays in a workweek period.

The workweek begins with the start of the night shift in each department on Saturday and ends 168 hours later.

The Hospital may change and/or institute work hours, days, or shifts, and starting and quitting times, as required by considerations and circumstances pertinent to providing adequate and proper patient care, service, and treatment, and efficient and effective operation of Hospital facilities. The Hospital shall give written notice of such changes to employees prior to placing them in effect. Changes which coincidentally affect all employees in the bargaining unit in total may be made by mutual agreement.

Tardiness is computed in increments of 1/10th of an hour.

This section shall not be construed as, and is not a guarantee of any number of hours of work per day or per week.

### Section 2. - Work Scheduling

The Hospital will post a planned work assignment schedule 1 week prior to the effective date, unless otherwise mutually agreed.

Employees cannot change their posted work assignment schedule except with the consent of the Nursing Office or Shift Supervisor.

Employees are expected to work, if scheduled, an average of one out of two weekends.

When a situation of inadequate number of personnel occurs in an area causing a need to obtain sufficient personnel to provide minimal coverage of that area, due and deliberate consideration is given to the specific circumstances and to the experience and capability of personnel available to be called in, and those personnel working at the time. When no other solution is feasible, employees may be "pulled" from their scheduled area to the critical need area in order to equitably distribute the total service available, balance personnel work loads, and to obtain minimal coverage for that area. With due consideration for their experience and capability, personnel will be "pulled" from one area to another area in the following order:

1. Scheduled "Casual Status" employees
2. Scheduled Part-time Status employees
3. Scheduled Full-time Status and Regular Part-time status employees

At times of low patient census it becomes necessary to give "Hospital Request" days to nursing personnel. The following call order will be followed:

ARTICLE X - HOURS AND CONDITIONS OF EMPLOYMENT (Continued)

Section 2. - Work Scheduling (Continued)

1. Employee wanting the day off
2. Scheduled "Casual Status" employees
3. Scheduled Part-time Status employees
4. Regularly Scheduled 3-day/week status employees
5. Regularly Scheduled 4- and 5-day/week employees

Employees who are on duty and actually working the night shift will not be requested to take a partial "Hospital Request" day but will be allowed to complete the total shift, unless they voluntarily request to leave.

A weekly calendar will be posted at each time clock. Employees wanting a particular day off during this calendar week are asked to sign in the appropriate column. These employees will be called first when "Hospital Request" days must be given. Employees wanting to sign for a day off or remove their signature from the calendar after the calendar has been pulled, must call the Nursing Office. One's signature on this calendar for a particular day off shall not be construed as guaranteed time off unless called by Nursing Office. If there are no signatures for the day on which a "Hospital Request" must be given, the above calling order will be followed until phone contact is made with an employee.

Each pay period that an employee does not work the number of hours she is regularly and normally scheduled to work because of "Hospital Request" days off, such "Hospital Request" hours not worked will be included for creditation of vacation, personal sickness benefit, and wage rate progression.

Employees called back to work with less than 1.5 hours notice prior to starting work after having been given a "Hospital Request" day, are paid one and one-half times their authorized straight-time base rate for the hours worked.

Section 3. - Overtime

One and one-half times the authorized straight-time base rate is paid for work, arranged and/or approved by supervision, in excess of 40 hours per workweek or in excess of 8 hours per workday.

The payment of overtime for any hour or fraction thereof excludes that time from consideration of overtime payment on any other basis, thus eliminating a double overtime payment.

Overtime is computed in increments of 1/10th of an hour.

Employees are expected to work such overtime as may be necessary and requested unless they are excused for good cause. Necessary overtime work is distributed as nearly equally as practicable and possible among the employees.

Section 4. - Work Break

Employees are permitted 30 minutes work break time during each regularly scheduled full 8-hour workday, dependent upon considerations of required service and patient care.

ARTICLE X - HOURS AND CONDITIONS OF EMPLOYMENT (Continued)

Section 5. - Job Attendance

Employees have an obligation to avoid unjustifiable absences. Employees who are unable to report for work as scheduled, shall inform the Nursing Office and supervision at least 2.0 hours prior to the start of their scheduled work hours, except in unusual circumstances where it is impossible to do so, and indicate the reason and estimated duration of such absence.

Any absence of an employee concerning which the Hospital is not notified as stated above, is deemed absence without leave or unexcused absence.

Section 6. - Unexpected Call-In

Employees unexpectedly called in with less than 1.5 hour's notice, to work a time when they are normally scheduled off, are paid one and one-half times the authorized straight-time base rate for the hours worked. Employees will be notified at the time of call of the approximate number of hours of work available.

Section 7. - Report In

Employees who report to work at their regular scheduled time without having been notified at least 1.5 hours prior to the start of their regular scheduled hours, that there is insufficient work during their scheduled hours, are paid a minimum of half the hours scheduled, during which time they perform such work as may be reasonably assigned to them. Employees who choose at their option not to remain at the Hospital and work, are paid only for the hours actually worked. These provisions do not apply in situations such as Acts of God or conditions beyond control of the Hospital which result in making it impossible for the Hospital to provide required notification, or if the employee reports to work after having been absent without leave.

Section 8. - Termination of Employment

At least three weeks written notice of voluntary termination of employment should be given by employees, if possible. Employees participate together with supervision in determining arrangements to provide required work coverage during the notice period for the position to be vacated. Vacation and Personal Holidays may be used during the notice period if approved by supervision.

Failure to give at least two weeks written notice of termination of employment shall result in forfeiture of credited vacation and sickness benefit hours pay except in unusual circumstances where the employee has a written, substantiated and acceptable reason for failure to give such notice. Credited vacation pay is expressly not a vested right if the required notice of this section is not given by affected employees.

At least two weeks written notice of termination of employment, or pay in lieu thereof, shall be given by the Hospital to employees who have completed the probationary period, except for unusual circumstances where there is just cause for immediate termination.

ARTICLE X - HOURS AND CONDITIONS OF EMPLOYMENT (Continued)

Section 9. - Government Regulations

To the extent that any provisions of this Agreement conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, State or Federal, now in effect or passed in the future.

Section 10. - Disasters

By virtue of the Hospital's unique responsibility to the public during a major disaster, policies concerning hours of work, overtime, call-in pay, and report-in are inapplicable in the event of such occurrence.

Section 11. - Layoff and Recall

In the event of a "layoff" reduction in the number of employees, the Hospital will furlough employees in the following order, provided, however, that in all cases the employees retained are fully capable of safely and consistently performing all position required duties effectively and to the satisfaction of the Hospital, and of fully accepting and discharging all responsibilities of the positions held, and further provided, that the employees retained are available and willing to work the required position scheduled hours:

First - from the less than full-time status probationary employees

Second - from the full-time probationary status employees

Third - from the less than full-time status employees in order of most recent hire date

Fourth - from the full-time status employees in order of most recent hire date

In the event of an increase in the number of employees following a "layoff," employees are recalled to work in the reverse order of layoff, provided, that in all cases the employees recalled are fully capable of safely and consistently performing all position required duties effectively and to the satisfaction of the Hospital, and of fully accepting and discharging all responsibilities of the position offered, and further provided, that the employees recalled are available and willing to work the required position scheduled hours, and further provided, that employees who fail or refuse to return to work within two weeks of recall are removed from further recall consideration.

Section 12. - Job Posting

When a position vacancy within this Agreement is determined by management to exist, the Hospital posts on a designated bulletin board for a period of seven (7) days a notice of the position vacancy and will indicate the unit involved, hours of work and shift. An employee may make application by signing or having their name signed to the position vacancy form in the Personnel Office. The complete listing of posted vacancies is available in the Nursing Office.

No employee shall sign a vacancy posting unless she is actually willing and available to assume the duties and responsibilities of the position if and when selected. When possible, the employee will either place or remove her name from the vacancy posting at any time prior to the posting expiration time.

ARTICLE X - HOURS AND CONDITIONS OF EMPLOYMENT (Continued)

Section 12 - Job Posting (Continued)

In selecting an applicant to fill a posted vacancy, management will give primary consideration to those employees within the bargaining unit who have been in their present position for a minimum of three months. Vacancies shall be awarded by giving due consideration to each applicant's length of service, proven ability, education, skill, competence, and necessary experience. Length of service will be of primary consideration. The selection and the rationale in making the decision will be made known to the Staff Council Chairperson.

The Hospital will attempt to fill vacancies from within the bargaining unit by promotion or transfer from the present employee complement of Licensed Practical Nurses, but reserves the right to hire a new employee from outside the Hospital when applicants on staff do not meet the necessary qualifications.

ARTICLE XI - HOLIDAYS

Recognized holidays to be paid are:

Legal Holidays

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

And

3 Personal Holidays per calendar year for Regular Full-time status employees.

2 Personal Holidays per calendar year for Regular Part-time status employees, regularly scheduled to work at least 32 hours in a workweek.

1 Personal Holiday per calendar year for Regular Part-time status employees regularly scheduled to work at least 24 hours in a workweek.

The time period of recognized holidays is from the start of the night shift on the day preceding the holiday to the end of the afternoon shift on the holiday.

Regular Full-time status employees are paid their authorized straight-time base rate for their normal scheduled shift hours not worked during the time period of a recognized holiday.

Regular Part-time status employees are paid their authorized straight-time base rate for their regular scheduled work hours not worked during the time period of a recognized holiday that they otherwise were scheduled to work and would have worked but which were not actually worked due to the holiday, provided that:

## ARTICLE XI - HOLIDAYS (Continued)

- a. the employee has worked in full the last shift she normally would be scheduled to work immediately preceding the holiday and the first shift she normally would be scheduled to work immediately following the holiday.
- b. the holiday does not occur while the employee is on sick benefit, on leave of absence, on funeral leave, Workers' Compensation, illness, injury, or disability leave or laid off from the Hospital payroll, provided, however, employees laid off during the week in which the holiday occurs shall receive pay for that holiday, subject to the other requirements herein.

Employees, who are scheduled and assigned to work during the time period of a legal holiday, are paid 2½ times their authorized straight-time base rate for the hours actually worked.

In addition, employees who are scheduled and assigned to work from the start of the afternoon shift on the day preceding the Christmas holiday or the New Year's holiday, to the end of the afternoon shift on the day preceding the Christmas holiday or the New Year's holiday respectively, are paid 2 times their authorized straight-time base rate for the hours actually worked.

Regular Full-time status and Regular Part-time status employees are eligible to apply for a Personal Holiday after they have worked a minimum of 6 calendar months in either or both such statuses since their latest date of change to such statuses.

Personal Holidays may be taken in half day increments.

Personal Holidays are scheduled, as much as possible, to meet the desires of employees. However, Personal Holidays must be approved by the Hospital and planned and scheduled well in advance.

To apply for a Personal Holiday, employee must complete and submit a "Request" form prior to the date on which the Personal Holiday is desired. Personal Holiday may be taken upon approval of the "Request."

## ARTICLE XII - SICKNESS

Regular Full-time status employees are credited with 8.0 hours of personal sickness benefit at the completion of each 173 hours of paid time, but not to exceed 96 personal sick benefit hours credit per each individual calendar year up to a total accumulation of 384 personal sick benefit hours.

Regular Part-time status employees are credited with 8.0 hours of personal sickness benefit at the completion of 173 hours of paid time, but not to exceed 80 personal sick benefit hours credit per each individual calendar year up to a total accumulation of 256 personal sick benefit hours.

ARTICLE XII - SICKNESS (Continued)

Part-time status employees starting one month after their hire date or date of change to such status receive credit toward personal sickness benefit for all hours worked in any week in which they work 24 or more hours and are then credited with 8.0 hours of personal sickness benefit at the completion of each 173 such hours of paid time, but not to exceed 64 personal sickness benefit hours credit per each individual calendar year up to a total accumulation of 112 personal sickness benefit hours.

Eligible employees receive personal sickness benefit not to exceed their existing total accumulation of personal sickness benefit hours and are paid their authorized straight-time base rate for their regular scheduled work hours they were otherwise scheduled to work and would have worked but which were not actually worked due to the illness, injury or disability, starting with the first scheduled workday of absence from work due to noncompensable illness, injury or disability, if:

1. they have at one time in their current period of continuous, uninterrupted employment as Licensed Practical Nurse since their latest date of classification and employment as Licensed Practical Nurse, reached a total credited accumulation of 48 personal sickness benefit hours, based on the total credited accumulation as of the date of settlement of this Agreement and credited accumulations thereafter.
2. they are hospitalized at the time.
3. the disability then extends 5 or more consecutive calendar days.
4. the absence is due to a non-compensable on-the-job injury incurred at Midland Hospital, provided:
  - 4.1 the injury was not due to gross negligence nor misconduct of the employee.
  - 4.2 notice is immediately given to the Department Head or designated person specified.
  - 4.3 an "Incident Report" is completed in full by the employee promptly upon occurrence of the injury.

In other than the preceding situations, sickness benefit starts with the second consecutive scheduled workday of absence.

Employees who are unable to report for work as scheduled because of illness, injury or disability, must inform the Nursing Office at least 2.0 hours prior to the start of their scheduled hours of work, except in circumstances where it is impossible to do so. Sickness benefit is paid only if employees notify the Hospital as stated.

Employees must notify the Hospital prior to return to work following an absence due to illness, injury or disability, and receive an approved planned work time schedule before returning to work.



ARTICLE XII - SICKNESS (Continued)

To receive personal sickness benefit, employee must complete and submit a "Request" form not later than the tenth day after return to work following an illness, injury or disability.

Employee is not limited to use of personal sickness benefit to cover such time off, but may choose to use any other type of benefit day available such as vacation, personal holiday, etc. However, sickness, injury or disability time off must be covered by personal sickness benefit days if they are available for use and if other types of benefit days are not chosen to substitute. Sickness, injury or disability time off cannot be taken as time off without pay if personal sickness benefit days are available for use.

If the employee does not state a choice within ten days of return to work following time off for illness, injury or disability, available personal sickness benefit shall be recorded and paid for such time off.

The nursing supervisor must mark the employee's time card to record time off due to illness, injury or disability, and, also, the employee must mark the "Request" to show the type of benefit day used to cover the time off.

If during the time period of an approved scheduled vacation, an illness, or injury or disability occurs which requires treatment by a physician and such illness, injury or disability and the required treatment time off is substantiated and verified by a written and acceptable physician's statement, personal sickness benefit may be substituted for a corresponding equal amount of the approved vacation time.

Personal sickness benefit is intended to help employees meet expenses during times of actual, legitimate illness injury, or disability.

Employees making false statements or otherwise in any way improperly using personal sickness benefit are subject to disciplinary action or discharge by the Hospital. The Hospital may require acceptable proof of illness, injury, or disablement prior to the payment of personal sickness benefit.

Unless an employee is hospitalized or is off from work for an illness, disability or injury which extends at least 2 days prior to or after a paid holiday, a scheduled or leave of absence day off, or a scheduled vacation day off, sick benefit shall not be available for absence on a day preceding or following a paid holiday, a scheduled or leave of absence day off, or a scheduled vacation day off.

Employees are paid 75 percent of their existing accumulation of personal sickness benefit hours at voluntary termination of employment, subject to the requirements and stipulations of Article X, Section 8, and provided the employee has worked since her latest start of employment date, a total of 8,300 hours of paid time.

## ARTICLE XII - SICKNESS (Continued)

In the event an employee is reduced to a lesser number of hours regularly scheduled to work in a work week, and the status as set forth in Article VII, Section 2 is thereby changed, the employee shall retain up to the maximum accumulated sickness benefit credit hours specified for the new status and provided such employee has worked a total of 8,300 hours of paid time since her latest start of employment date, shall be paid for 75% of the remainder of accumulated personal sickness benefit credit hours not otherwise retained.

After accumulating a total of 384 personal sickness benefit hours and during the period this accumulation is maintained, Regular Full-time Status employees are credited with 8.0 "Versatile" benefit hours at the completion of each 520 hours of paid time.

Such "Versatile" benefit hours may be accumulated only during each calendar year and may be used:

1. to cover single workdays of absence or the first day of consecutive scheduled workdays of absence due to non-compensable illness or injury.
2. to cover non-paid funeral leave days.
3. to be paid to the employee upon request or at the end of each calendar year.

## ARTICLE XIII - VACATION

Regular Full-time status employees are credited with 8.0 vacation hours at the completion of 173 hours of paid time, but not to exceed a total creditation of 96 vacation credit hours per each individual calendar year.

After having completed a total of 8,300 hours of paid time since their latest start of employment date, Regular Full-time status employees are credited with 12 vacation hours at the completion of each 173 hours of paid time, but not to exceed a total creditation of 144 vacation credit hours per each individual calendar year.

After having completed a total of 24,500 hours of paid time since their latest start of employment date, Regular Full-time status employees are credited with 12 vacation hours at the completion of each 173 hours of paid time, and also are credited with 8.0 vacation hours at the completion of each 2,080 hours of paid time, but not to exceed an aggregate total creditation of 152 vacation credit hours per each individual calendar year.

After having completed a total of 31,000 hours of paid time since their latest start of employment date, Regular Full-time status employees are credited with 12 vacation hours at the completion of each 173 hours of paid time, and also are credited with 8.0 vacation hours at the completion of each 1,040 hours of paid time, but not to exceed an aggregate total creditation of 160 vacation credit hours per each individual calendar year.

ARTICLE XIII - VACATION (Continued)

Regular Part-time status employees are credited with 8.0 vacation hours at the completion of each 173 hours of paid time, but not to exceed a total creditation of 80 vacation credit hours per each individual calendar year.

Part-time status employees regularly scheduled to work at least 16 hours in a workweek are credited with 8.0 vacation hours at the completion of each 173 hours of paid time, but not to exceed a total creditation of 64 vacation credit hours per each individual calendar year.

Part-time status employees regularly scheduled to work at least 8 hours in a workweek, starting one month after their hire date or date of change to such status, receive credit toward vacation benefit for all hours worked in any week in which they work 24 or more hours and are then credited with 8.0 vacation hours at the completion of each 173 such hours of paid time, but not to exceed a total creditation of 64 vacation credit hours per each individual calendar year.

In the event an employee is reduced to a lesser number of hours regularly scheduled to work in a workweek, and the status as set forth in Article VII, Section 2 is thereby changed, the employee shall retain any accumulated vacation credit hours.

Employees are eligible to apply for vacation hours off after having satisfactorily completed their probationary period.

Vacation hours taken off from work are scheduled, as much as possible, to meet the desires of the employees. Particular needs are given special consideration. However, vacation hours must be approved by the Hospital and planned and scheduled well in advance.

To apply for vacation hours off from work, employee must complete and submit a "Vacation Request" form at least 2 weeks prior to the vacation starting date. Vacation may be taken upon approval of "Vacation Request." Employees shall be notified as to the request approval or disapproval by the Nursing Department within 7 days of the receipt of the request, except in unusual circumstances where it is mutually agreed that reasonable additional time is needed to make a proper decision.

The balance of vacation hours not already previously taken, are at voluntary termination of employment, paid firstly to the employee, or secondly to the employee's most recently named beneficiary furnished to the Hospital, or thirdly to the employee's estate, subject to the requirements and stipulations of Article X, Section 8.

Employees are paid for their regular scheduled work hours they otherwise were scheduled to work and would have worked but which were not actually worked while on vacation hours off.

Vacation hours credit taken during the calendar year in which they were credited or in the calendar year immediately following the calendar year in which they were credited are paid at the employee's then current authorized straight-time base rate.

## ARTICLE XIII - VACATION (Continued)

Any vacation hours not taken during the above stated time period may be:

1. accumulated and not scheduled to be taken but paid for at the highest authorized straight-time base rate paid the employee during the calendar year immediately following the calendar year in which the vacation hours were credited. Employees may apply and receive pay for credited vacation hours without scheduling them to be taken off from work, provided they retain a balance of credited vacation hours equal to the number of hours they are regularly scheduled to work in a workweek.
2. accumulated and paid for, when scheduled and approved to be taken, at the highest authorized straight-time base rate paid the employee during the calendar year immediately following the calendar year in which the vacation hours were credited.

Eligible employees are expected to properly arrange for and take during each calendar year, vacation hours equal to the average number of hours they are regularly scheduled to work in a workweek.

## ARTICLE XIV - LEAVES OF ABSENCES

### Section 1. - Personal Leave

Leaves of absence without pay for reasonable, logical, valid, and relevant reasons may, at management's election, be granted by the Hospital to employees who have satisfactorily completed their probationary period.

- 1.1 Disability Leaves - Notification to the Employee Health Nurse and a physician's written certification and statement of a disability and the expected time span of such incapacity, or verifying a pregnancy and indicating the approximate date of delivery are required to determine necessity for and expected time span of a disability leave of absence.
- 1.2 Illness Leaves - Notification to Employee Health Nurse and a physician's written certification and statement of an illness and the expected time span of incapacitation are required to determine necessity for and expected time span of a personal illness leave of absence.
- 1.3 Educational Leaves - Education leaves are those used by an employee to pursue education endeavors as they relate to hospital employment, job and work activities.
- 1.4 General Provisions for Personal Leaves - Employees must complete and submit a written "Request" for personal leaves of absence at least two (2) weeks prior to the date on which the leave is to start, unless otherwise mutually agreed.

Personal sickness benefit hours accumulated must be used prior to granting of a disability or illness leave of absence.

Fringe benefits shall be maintained but neither accrued nor paid during a Leave of Absence, provided that for those benefits, such

ARTICLE XIV - LEAVES OF ABSENCE (Continued)

Section 1 - Personal Leaves (Continued)

as insurance coverage, they shall be maintained for so long as the carrier and hospital specifies and further provided that the employee makes the required arrangements for payments where employee payment participation is required for continuation of the benefit.

Employees must notify the hospital in writing at least one (1) week prior to any contemplated change in a leave of absence termination date. Any change in such termination date must be discussed and approved by the hospital.

If an employee fails to return to work at the termination of a leave of absence, her/his employment is terminated except in unusual circumstances where there is a reason acceptable to the hospital for failure to return.

Employees returning to work following a disability or illness leave of absence of more than 30 calendar days duration must furnish a substantiating statement signed by the employee's physician stating the employee's physical ability and fitness to return to work and to perform the duties of the job.

Any employee who is on a leave of absence and who engages in or accepts other employment without the consent of the hospital, shall be considered as having quit her/his employment at the hospital as of that date and time.

An employee granted a Leave of Absence of not more than 60 calendar days of specified duration is, at the termination of the leave, returned to work at the same or similar position held immediately prior to the leave.

Employees on leaves of absence of 60 days or less who wish to return to work at the same or similar position held immediately prior to the leave, and who require additional leave time beyond that originally granted, shall contact and confer with their supervisor concerning mutually agreeable arrangements.

An employee granted a Leave of Absence of more than 60 calendar days of specified duration is, at the termination of the leave, placed as provided in the following procedure:

1.41 - Upon termination of a personal L.O.A. as defined above - the returning employee will be offered any available open same or similar position for which she/he is considered by management to be qualified, on the same shift she/he worked previous to the leave - or on another employee preferred shift acceptable to management for good and sufficient reasons.

If the employee declines the opportunity for such offered position, she/he will be considered to have resigned and her/his employment terminated.

ARTICLE XIV - LEAVES OF ABSENCE (Continued)

Section 1 - Personal Leaves (Continued)

- 1.42 - If upon termination of a Personal L.O.A. as defined above no position as described in 1.41 is available and open to be offered, the employee will be offered any available open same or similar position for which she/he is considered by management to be qualified, on a shift other than the same as previously worked or other than an acceptable preferred shift.

If the employee declines the opportunity for such offered position, the L.O.A., if desired and requested by the employee, may be extended 30 calendar days during which time she/he will be offered available open positions as described in sections 1.41 and 1.42.

- 1.43 - Extensions of L.O.A. will be made a maximum of two times only, after which time the employee must accept the first available open position offered for which she is considered by management to be qualified - or - if she/he declines the opportunity for such offered position, she/he will be considered to have resigned and her/his employment terminated.

Section 2. - Funeral Leave

When a death occurs to a Regular Full-time status or Regular Part-time status employee's

- 2.1 husband, wife, child, father, mother, step-father, or step-mother, the Hospital shall grant three (3) consecutive scheduled workdays leave with pay.
- 2.2 sister, brother, grandchild, grandparent, son-in-law, daughter-in-law, father-in-law, or mother-in-law, the Hospital shall grant two (2) consecutive scheduled workdays leave with pay.

When a death occurs to a Part-time status employee's husband, wife, child, father, mother, step-father, or step-mother, the Hospital shall grant the day of the funeral with pay if the employee was otherwise scheduled to work and would have worked on that day.

The following conditions must be met to qualify for such paid funeral leave:

- 2.3 the foregoing shall not apply unless the employee attends the funeral, unless it is impossible to do so.
- 2.4 such paid leave shall not be applicable while the employee is on sickness benefit or any other type of leave.
- 2.5 such leave must include the day of the funeral and may be taken only within the time period of five calendar days immediately preceding and following the day of the funeral.

ARTICLE XIV - LEAVES OF ABSENCE (Continued)

Section 2. - Funeral Leave (Continued)

2.6 A written request shall be made by the employee or supervision stating the circumstances, including date of death, name and relationship, date and location of funeral and name of funeral home.

Employees shall be paid their authorized straight-time base rate for their regular scheduled work hours they otherwise were scheduled to work and would have worked, but which were not actually worked during the granted funeral leave.

If granted funeral leave time with pay coincides with Hospital approved vacation time off from work, the employee may exercise an option to substitute granted funeral leave time with pay for a corresponding equal amount of the approved vacation time.

Consideration in situations of exigency or extenuating circumstances may be made at the sole discretion of the Director of Personnel and Employee Relations.

Section 3. - Jury Duty or Witness

Employees subpoenaed for jury duty, or for service as a witness in a Judicial Proceeding for reasons arising out of their employment at Midland Hospital, are paid the difference between jury or witness pay and their authorized straight-time base rate, for their regular scheduled work hours they otherwise were scheduled to work and would have worked but which were actually spent in court service duty required by the court.

Employees must notify supervision upon receiving a subpoena notice to report for jury or witness service and keep supervision advised of their availability for work.

Employees must furnish proof from the court of jury or witness service, showing date and time served and amount paid for their service.

Employees scheduled to work on the night shift and who serve as jurors or witnesses as described above may, if otherwise scheduled to work and by giving timely notice to the supervisor, elect to be off duty either the night shift immediately preceding or immediately following the day of court service and to have that shift serve as their eligibility period for jury duty or witness pay as described above.

Section 4. - Military Service Leave

Employee submits a letter of application for Military Service Leave upon notification of acceptance for military service or at least two weeks prior to departure.

Hospital grants a Military Service Leave without pay and abides by the provisions of Federal and State statutes and regulations regarding re-employment rights.

Employee is paid for all vacation earned and due at the time of Military Service Leave.

ARTICLE XV - COMPENSABLE INJURY

Employees entitled to receive Workers' Compensation Benefits as a result of injuries incurred on the job at Midland Hospital are paid:

1. If the accepted Workers' Compensation Claim does not exceed 13 days benefits, and the injury is not due to gross negligence of the employee -

- 1.1 supplemental payments equal to their authorized straight-time base rate for one-half of their regular scheduled work hours lost and not actually worked because of the injury during the first 7 days waiting period of the claim, subject to the conditions as hereinafter set forth.

- 1.2 supplemental payments equal to the difference between the Workers' Compensation payments received and the normal total straight-time earnings for their regular scheduled work hours not actually worked because of the injury during the eighth through the thirteenth days of the claim, subject to the conditions as hereinafter set forth.

Employees may, at their option, use sickness benefits to make up the difference between supplemental payments and the normal total straight-time earnings for their regular scheduled work hours not actually worked because of the injury during the first 7 days waiting period of the claim.

2. If the accepted Workers' Compensation Claim equals or exceeds 14 days benefits, and the injury is not due to gross negligence of the employee -

Supplemental payments equal to the difference between the Workers' Compensation payments received and the normal total straight-time earnings for their regular scheduled work hours not actually worked because of the injury during the first 14 days of the claim, subject to the conditions as hereinafter set forth.

Notice must be given to the Nursing Office and supervision and an "Incident Report" completed in full promptly upon awareness of an injury incurred while working at Midland Hospital, in order to be eligible for supplemental payment benefits.

In no case will the Hospital pay supplemental payments in excess of those needed to make employee's total compensation for time lost, including Workers' Compensation and sickness benefits, equal to that they would have earned if they had worked their regular scheduled work hours.

3. Employees who are receiving Workers' Compensation benefit payments or Compensable Injury Supplemental benefit payments are excluded from receiving other benefits and benefit pay such as personal sickness, vacation, holiday, funeral leave, jury duty, etc., during the time they are receiving Workers' Compensation or Compensable Injury Supplemental benefits.



ARTICLE XV - COMPENSABLE INJURY (Continued)

4. If an employee who is receiving Workers' Compensation benefit payments is determined, by a physician selected by the Hospital, to be "totally and permanently" disabled such that the employee is unable to perform the duties regularly recognized and required of the position of a Licensed Practical Nurse and such employee is terminated from employment at the Hospital, such employee shall be paid 75 percent of her existing accumulation of personal sickness benefit hours at the termination of employment, provided, the employee has completed since her latest start of employment date, a total of 8,300 hours of paid time.

ARTICLE XVI - INSURANCE

Section 1. - Liability Insurance

The Hospital will carry "Hospital Professional Liability Insurance Coverage" for all employees covered under this Agreement.

Section 2. - Group Life Insurance

The Hospital provides Group Life Insurance coverage for Full-time status employees as set forth in the booklet entitled "Your Group Insurance Plan." The plan provides for \$3,000.00 Group Life Insurance Benefit Coverage and further provides increased coverage to the equivalent of one year's authorized straight-time base wages for employees who have attained age 25 and have completed 180 days of continuous uninterrupted employment with the hospital since their latest start of employment date -- effective as of the first day of the month following the date they become eligible.

Section 3. - Pension Plan

A revised Pension Plan as set forth in the booklet entitled, "Employees Pension Plan," and as approved by the U.S. Department of Labor and the Internal Revenue Service is provided by the Hospital.

Section 4. - Tax Sheltered Annuities

The Hospital provides action necessary to effect the Tax Sheltered Annuity program allowing employees to obtain special income tax benefit as set forth in the booklet "Tax Sheltered Annuities for Employees ... etc."

Section 5. - Group Hospital-Surgical Insurance

The Hospital will make available to all employees, participation for themselves and their families in Michigan Hospital Service Group Plan (Blue Cross-Blue Shield) or other equivalent insurance plan, including Master Medical Benefits Option II and pre and post partum coverage. At time of employment, the new employee will be given the opportunity to sign up for the hospitalization insurance program.

Notwithstanding any provision of this Agreement to the contrary, the Hospital will provide the following schedules of payments of the monthly appropriate subscriber Michigan Hospital Service Group Plan or other equivalent insurance plan contract premiums from date of employment.

ARTICLE XVI - INSURANCE (Continued)

Section 5. - Group Hospital-Surgical Insurance (Continued)

Regular Full-time status employees	85 percent
Regular Part-time status employees regularly scheduled to work at least 32 hours in a workweek	75 percent
Regular Part-time status employees regularly scheduled to work at least 24 hours in a workweek	60 percent

When an employee is on any type of Leave of Absence, terminates her employment or is off because of any sickness or disability extending beyond her sickness benefits coverage, the Hospital will no longer be obligated to make any contribution toward insurance coverage. However, the employee may continue coverage by making her own premium payments for so long as the carrier will allow.

Section 6. - Dental Assistance Plan

A Dental Assistance Plan as set forth in the booklet entitled, "Group Plan" and as approved by the U.S. Department of Labor and the Internal Revenue Service is provided by the Hospital.

Section 7. - Insurance Dispute

In the event of any disputes between the Hospital and the Association concerning the provisions of any insurance contracts, said disputes will be resolved in accordance with the provisions contained within the insurance policies.

ARTICLE XVII - EDUCATION

The Hospital provides pay for up to 40 scheduled workdays per fiscal year lost due to employee attendance at those nursing workshops, seminars, courses, etc., which management believe will be of benefit in improving Hospital operations, individual performance, total health care endeavors, and quality of service to the patient.

Employees scheduled to work 32 hours or more in a workweek and who have at least one year of continuous service in such status since their latest date of change to such status, are eligible for this education benefit.

However, if within 6 months of the fiscal year ending, the allocated education days are not entirely depleted, any regularly scheduled LPN may be allowed to apply for a remaining education benefit day.

Eligible employees are paid their authorized straight-time base rate for their regular scheduled work hours they were otherwise scheduled to work and would have worked but which were not actually worked due to arranged and allowed attendance at the approved education program.

## ARTICLE XVII - EDUCATION (Continued)

Attendance at Education programs must be requested, planned, scheduled, and approved well in advance so that it does not interfere with required staffing and proper patient care nor result in payment of premium or overtime rates.

Attendance at such education programs must be substantiated to the Hospital.

The Hospital further allocates \$900.00 each fiscal year to be used for financial assistance in approved education endeavors by Regular staff employees.

Stipulations and procedures of the Hospital Education Refund Policy and the Hospital Policy concerning approval and pay for attendance at education, training, or information meetings, workshops, seminars, conferences, short courses, etc., must be followed.

Education refunds shall not exceed 90 percent of the allowed costs up to \$100.00 per year per employee.

In consideration of the above financial assistance benefit, employees agree to participate in presenting and disseminating worthwhile and beneficial information and knowledge thus obtained to other employees in writing or at meetings reasonably schedule for such purpose.

## ARTICLE XVIII - MISCELLANEOUS

### Section 1. - Safety

Safety involves responsibility on the part of the Hospital and each employee. The Hospital shall provide a safe working environment. Employees are expected to be aware of any condition which is or could be unsafe, and to act and work in a safe manner. The Association and the Hospital endorse safety, and all employees shall observe and abide by safety rules and regulations.

### Section 2. - Bulletin Boards

The Association shall have the right to use designated Hospital Bulletin Boards to announce meetings either local, regional or State, and to otherwise inform its members of matters of professional interest.

### Section 3. - Employee Information

Employees shall inform the Hospital Personnel Department at the time of any change in their mailing address, phone number, phone contact arrangements, and withholding exemptions. The Hospital shall rely upon the most recent information furnished for contact purposes.

One phone call placed, recorded in the Nursing Office Log, and extended to the employee phone number or phone contact arrangement most recently furnished by the employee shall constitute fulfillment of requirements for Hospital notification to employee in this Agreement.

### Section 4. - Performance Evaluation

Management prepares a written appraisal and performance evaluation for each employee at the completion of the probationary period and once per year thereafter. Management discusses the evaluation with the employee. Employee signs the evaluation to indicate that it has been reviewed with her. The evaluation is retained in the employee personnel record and a copy

ARTICLE XVIII - MISCELLANEOUS (Continued)

Section 4. - Performance Evaluation (Continued)

is available to the employee if desired. Any employee who wishes a performance evaluation may receive same at least once per year by making a request to the Supervisor.

Section 5. - Discipline

Disciplinary action shall be of a corrective rather than a punitive nature and shall consist of verbal warnings, counseling, and written reprimands. Copies of written reprimands shall be given to the employee and to the Staff Council Chairperson. Employees must be aware that written reprimands may lead to discharge.

Section 6. - Promotions

Management gives due consideration for promotion to those employees who, in the judgment of the management, demonstrate potential aptitude, competence, necessary experience, qualities of leadership, and proven ability to fulfill the duties of the job. Length of service is a primary consideration when other qualifications are equal.

Section 7. - Job Descriptions

The Hospital shall develop job descriptions for the purpose of defining job tasks, duties, activities, responsibilities and the knowledge and abilities required to perform the job. These job descriptions are considered advisory and are not in any way intended to define the total or full job responsibility that may be required from an employee.

Section 8. - Hospital Facilities

The Association may use available rooms at the Hospital for Association meetings. Requests for the use of meeting rooms shall be made through the Hospital Administration.

The Association, upon making appropriate arrangements through the Hospital Administration, may use other Hospital equipment for Association activities. The Association shall upon billing by the Hospital pay the Hospital's cost of equipment or supplies used.

Association representatives, after first notifying the Hospital Administration or the Director of Nursing, may visit the areas of the Hospital where the nurses they represent are located, for the purpose of representing such employees in accordance with this Agreement or investigation of grievance, at reasonable intervals during working hours, provided, that they do not interfere with patient care nor with the performance of employees' duties, and provided, that they will at all times maintain a professional attitude.

The Hospital shall maintain adequate parking facilities, lighting and security to safeguard the safety and well-being of employees.

Section 9. - Committee Meeting Attendance

Employees serving on hospital committees where attendance is required by the hospital will be paid for time spent in attendance at such committee meetings.

## ARTICLE XVIII - MISCELLANEOUS (Continued)

### Section 10. - Employee Notification

Employees will be notified of their vacation and personal sickness benefit accumulations twice per year and as requested by a visit or phone call to the Payroll Office.

### Section 11. - Titling

Section and paragraph titles are intended to be descriptive and for ease of reference only and shall not be considered an interpretive or substantive part of this Agreement.

## ARTICLE XIX - RATES OF PAY

### Section 1. - Rates of Pay

Effective September 30, 1979, the rates of pay set forth in Exhibit A, and agreed upon by the Hospital and the Association, are paid to employees covered by this Agreement for the duration of this Agreement.

The Hospital may at its sole and exclusive discretion, advance Regular Staff employees one level in the pay rate progression schedule, provided that, such employees have been employed and classified as Licensed Practical Nurse for a period of 5 calendar years of continuous, uninterrupted employment since their latest date of classification as Licensed Practical Nurse.

Employees who in the sole judgment of Hospital management merit further consideration because of outstanding quality and quantity work performance; superior tactfulness, ambition, cooperativeness, initiative, vitality, planning, adaptability, and emotional stability; as well as excellence in work attitude, dependability, character, behavior, application to the job, acceptance and discharge of responsibility, and other work related attributes -- are paid an additional \$0.15 per hour in the authorized straight-time base rate of pay.

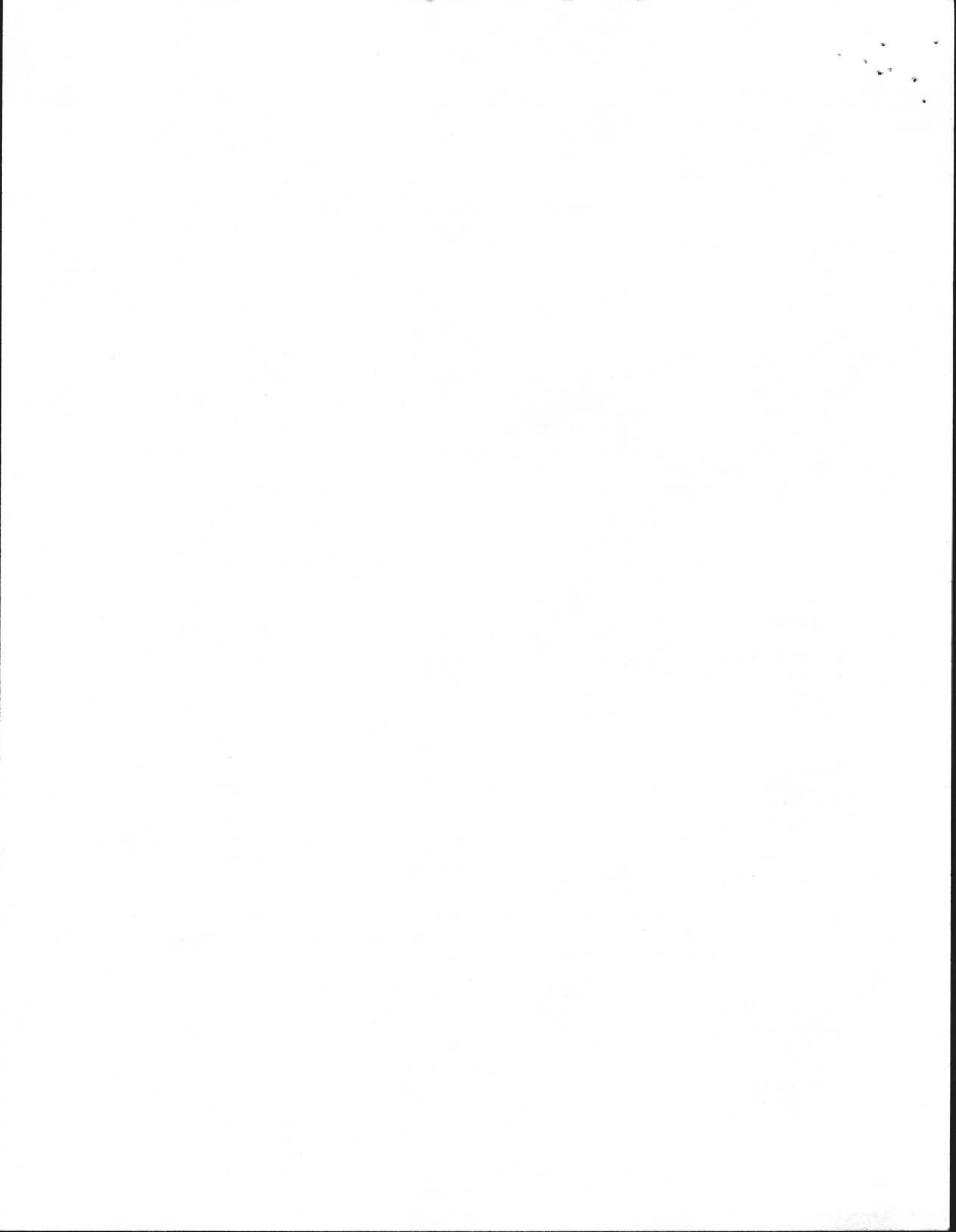
### Sdction 2. - Differentials

A shift differential as set forth in Exhibit A is paid for hours of work performed between the hours of 2:45 pm and 7:45 a.m. during a regularly scheduled full 8 hour shift in which 50 percent or more of the scheduled work hours occur after 2:45 p.m. and before 7:45 a.m.

A Saturday and Sunday differential as set forth in Exhibit A is paid for work performed on shifts beginning with the night on Friday and ending with the afternoon shift on Sunday.

A "Lead" differential as set forth in Exhibit A is paid over the regular authorized straight-time base rate to employees for hours worked when assigned and classified by management as "Lead Licensed Practical Nurse."

Employees classified always and only as "Lead Licensed Practical Nurse" and who therefore always exercise "Lead" responsibility and always perform "Lead Licensed Practical Nurse" work and duties and who, therefore, are always paid the "Lead Licensed Practical Nurse" rate, which is the sum total of their authorized straight-time base rate and the "Lead" differential, shall receive payment for fringe benefits based on such "Lead Licensed Practical Nurse" pay rate.



ARTICLE XIX - RATES OF PAY (Continued)

Section 3. - Experience

Upon receipt of satisfactory proof of previous work experience, each LPN receives 50 percent credit for applicable prior LPN experience in a fully accredited hospital, up to a maximum of 6,200 hours credit, provided, however, that the most recent 2,080 hours of experience has been within the 2 years immediately preceding the latest start of employment date at Midland Hospital.

An LPN who has less than 2,080 hours of applicable prior experience in a fully accredited hospital receives 50 percent credit for such applicable prior experience acquired with the last year immediately preceding the latest start of employment date at Midland Hospital.

ARTICLE XX - DURATION

This Agreement shall be in full force and effect from September 30, 1979, to and including September 27, 1980, during which period neither party hereto may re-open this Agreement for negotiation on any issue either economic or non-economic except by mutual agreement in writing between and signed by both parties hereto.

This Agreement shall also continue in full force and effect from year to year after September 27, 1980, unless after such date either party to this Agreement desires to change or modify any of the terms or provisions of this Agreement. The party desiring the change or modification on or subsequent to September 27, 1980, must notify the other party to this Agreement, in writing, not less than 90 days prior to September 27, 1980, and not less than 90 days prior to any subsequent agreement anniversary date.

In Witness Whereof, the Hospital by its duly authorized Official and Committee Members, and the employees, by their duly authorized Association Officials, Representatives, and Committee Members, hereunto sign their names on this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

MICHIGAN LICENSED PRACTICAL NURSES ASSOCIATION

BY: \_\_\_\_\_

Michigan Licensed Practical Nurses Association

ASSOCIATION COMMITTEE MEMBERS

\_\_\_\_\_  
Laird G. Foy  
\_\_\_\_\_  
Mary S. Galt  
\_\_\_\_\_  
Landra L. Mowat

MIDLAND HOSPITAL ASSOCIATION

BY: \_\_\_\_\_

Hospital President

HOSPITAL COMMITTEE MEMBERS

\_\_\_\_\_  
Laurie D. Haines  
\_\_\_\_\_  
Elizabeth D. Beckers  
\_\_\_\_\_  
John J. Albar

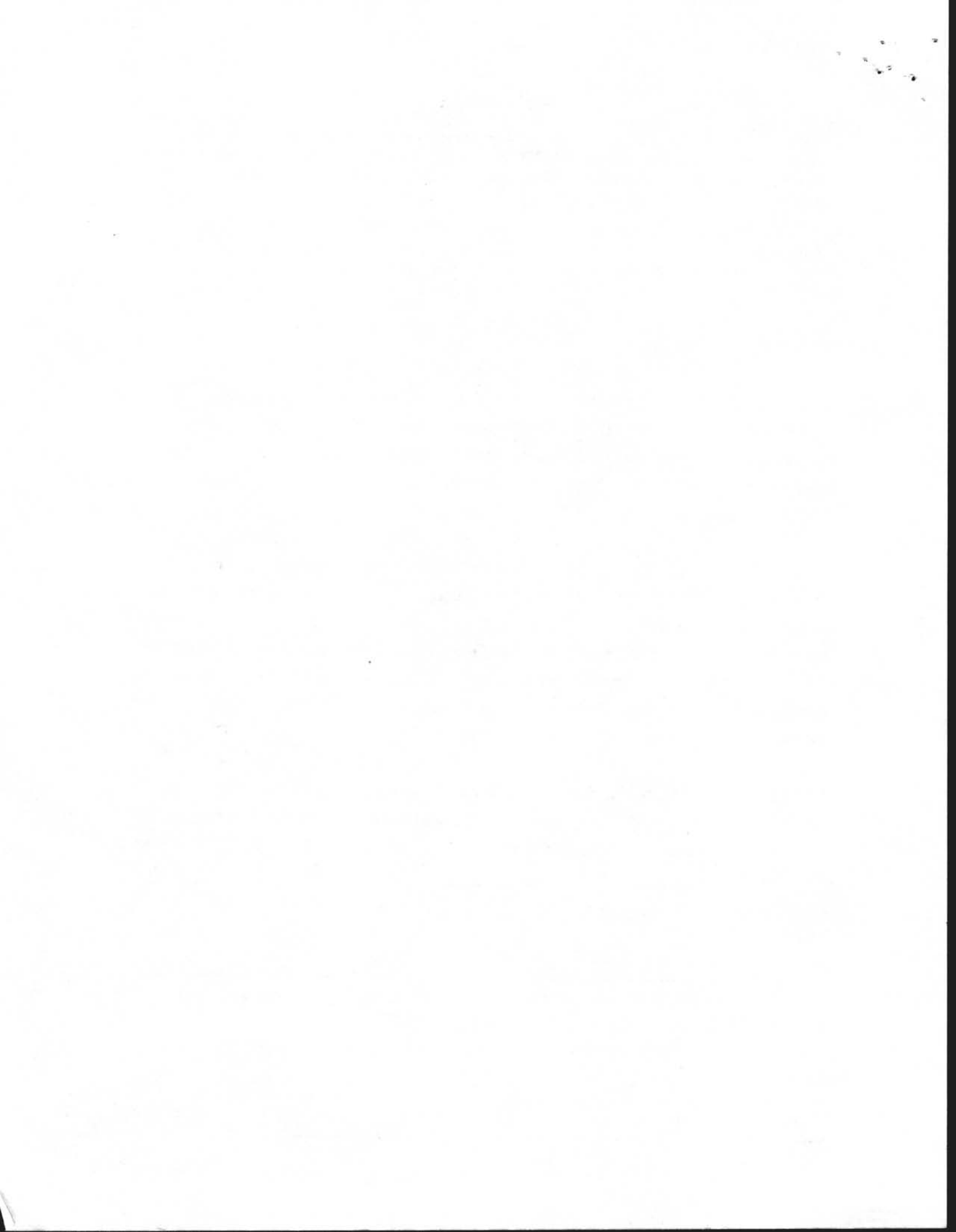




EXHIBIT A  
PAY SCHEDULE

Licensed Practical Nurse and Graduate Practical Nurse working under a valid State of Michigan, Board of Nursing permit.

Effective, September 30, 1979

Level I	Probationary Period	5.00
Level II	After Completing Probation	5.13
Level III	After 2,080 Hours of Paid Time	5.28
Level IV	After 4,160 Hours of Paid Time	5.48
Level V	After 6,240 Hours of Paid Time	5.68
Level VI	After 8,320 Hours of Paid Time	5.90
Level VII	After 10,400 Hours of Paid Time	6.20
Shift Differential		.33 per hour
Saturday-Sunday Differential		.30 per hour
"Lead" Differential		.66 per hour

