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AGREEMENT

Between

The Grand View Hospital

and

Michigan Nurses Association

Grand View Hospital

Effective: October 4, 1993 - October 13, 1996

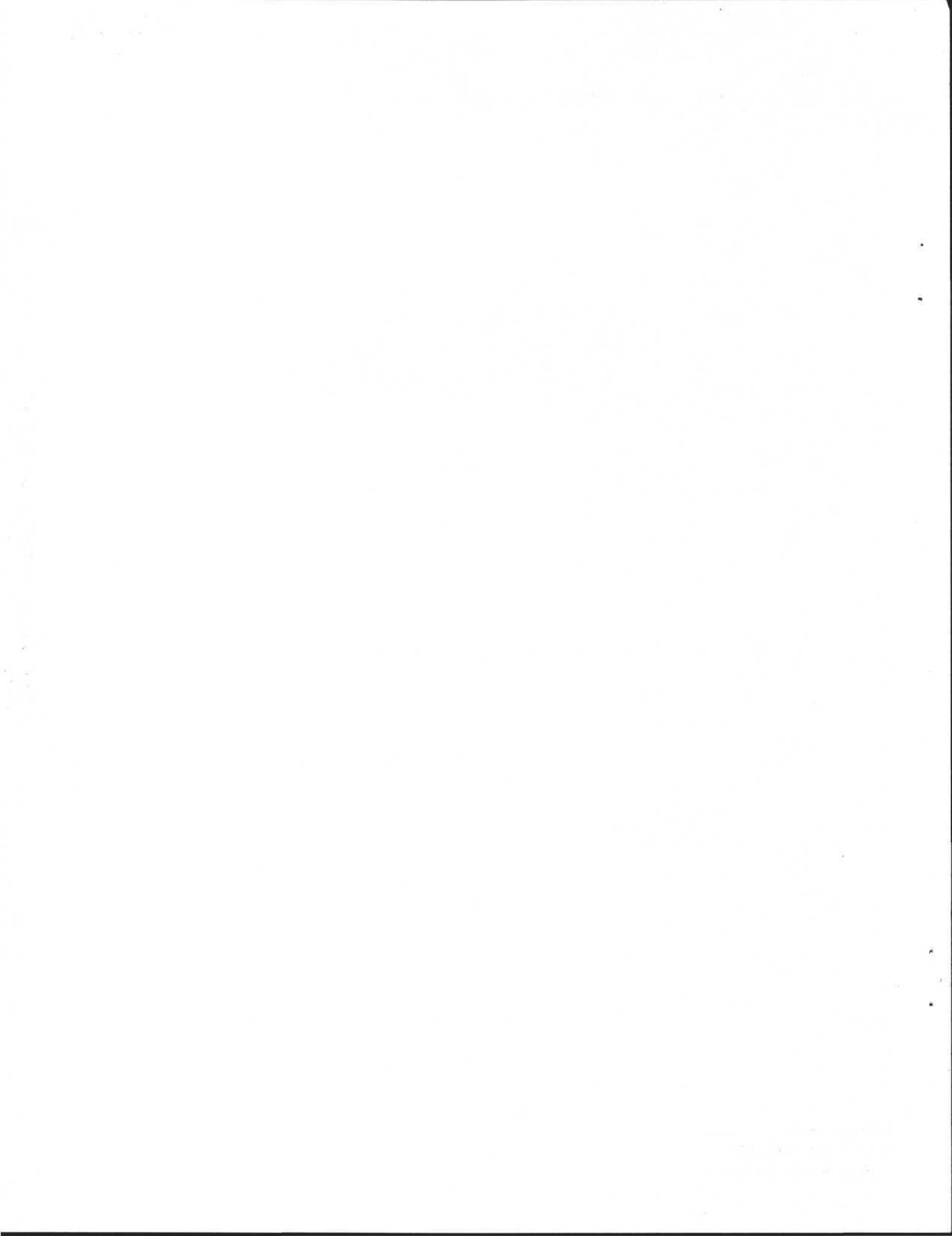


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APPENDIX A - WAGE SCALE

A G R E E M E N T

ARTICLE I - PURPOSE AND INTENT

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

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

Section 1. General Description

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

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

8. Determine the nature, scope and type of facilities and services provided by the Hospital.
9. Alter or install new facilities and change or institute new methods, policies, procedures and/or systems.

Section 2. Emergency Suspension of Provisions of Agreement

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

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

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

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

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

ARTICLE III - RECOGNITION OF THE MICHIGAN NURSES ASSOCIATION

Section 1. Bargaining Unit Certified by Michigan Labor Mediation Board

For the term of this Agreement and for the intent and purpose set forth in Article I, the Grand View Hospital hereby

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

Section 2. Agreement Inclusions

Professional nurses practicing under a temporary permit issued by the Michigan Board of Nursing shall be included in the above described unit.

Section 3. Agreement Exclusions

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

ARTICLE IV - ASSOCIATION SECURITY AND CHECK-OFF

Section 1. Association Security

1. No representative of the Hospital will aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.
2. No agent of the Association or the Hospital shall restrain or coerce:
 - (a) Nurses in the exercise of their rights guaranteed under the law to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employers through representatives of their own free choice. This shall not be construed to impair the right of the Association to prescribe its own rules with respect to the acquisition or retention of its membership.
 - (b) The Hospital, in the selection of its representatives for the purpose of collective bargaining or the adjustment of grievance. No agent of the Association shall cause the Hospital or any of its management representatives or

officers to discriminate against any employee with respect to his rights under Act 336 of the Michigan Public Acts of 1947, as amended. No agent of the Association shall refuse to bargain collectively with the Hospital's designated bargaining representatives.

3. Nurses covered by this Agreement may elect to join or not to join the Association.
 - (a) Nurses covered by this Agreement as provided for in Article III and who are not members of the Association or who do not elect to become or remain members, shall, as a condition of continued employment, pay the equivalent of the Association's regular monthly dues and assessments, referred to as a service fee, to the Association for the duration of this Agreement.
 - (b) Nurses rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement, who do not become members of the Association, shall, as a condition of continued employment, pay the equivalent of the Association's regular monthly dues referred to as a service fee, to the Association, for the duration of this Agreement.

4. Nurses shall be required to, within ten (10) days after commencing employment, execute and present to the Hospital's Personnel Department, an Authorization for Payroll Deduction form which shall be furnished by the Staff Council. Deduction of Association membership dues or Association service fees shall commence on the second pay check of the month following the date a properly executed Authorization for Payroll Deduction form is presented to the Hospital's Personnel Department and shall continue on the second pay check of each month thereafter as long as the Authorization for Payroll Deduction is valid. Deductions for any calendar month shall be remitted to the Association at its office as 120 Spartan Avenue, East Lansing, Michigan. With the remittance, the Hospital shall transmit the following:
 - (a) A list of the nurses from whom Association membership dues have been deducted.
 - (b) A list of the nurses from whom Association service fees have been deducted.
 - (c) A list of the nurses who have terminated employment during the previous month.

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

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

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

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

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

2. Service Fees: The Hospital agrees to deduct from the wages of any nurse who is not a member of the Association, all Association fees as provided in a written authorization in accordance with the standard form used by the Association provided that the said form shall be executed by the employee. This written authorization shall be effective and irrevocable for a

period of one (1) year from date hereof or up to the termination of this Agreement, whichever is sooner.

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

ARTICLE V - GRIEVANCE COMMITTEE AND RIGHT TO REPRESENTATION

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

ARTICLE VI - SPECIAL CONFERENCES

Special Conferences for the purpose of developing a better understanding of economic conditions and nursing service problems confronting both parties and the improvements of nursing standards will be arranged between the Chairman of the Staff Council and the Director of Nursing at the request of either party. At such conferences nurses shall be represented by not more than three (3) persons selected by the Chairperson of the Staff Council and the Hospital shall be represented by not more than three (3) persons selected by the Director of Nursing and/or Executive Director. Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters to be taken up in special conference shall be confined to those included in the agenda. Special conferences shall be scheduled within ten (10) days after the request is made.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Intent and Purpose

All parties agree that the grievance procedure as set forth herein is intended to serve the purpose of securing, at the earliest level possible, equitable solutions and settlement of

all disputes and/or grievances which may arise between them concerning the interpretation or application of this Agreement, without any interruption or disturbance of the normal operation of the Hospital. Both parties agree that the proceedings shall be kept as informal and confidential as may be appropriate. Nothing contained herein shall be construed to prevent any individual nurse from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is consistent with the terms of this Agreement.

Section 2. Failure to Process Grievance Within Established Time Limits

The failure of an aggrieved party to initiate a grievance within fourteen (14) calendar days of the occurrence of the incident at issue, or within fourteen (14) calendar days of the time at which the party could be expected to be aware of it or to proceed to the next level within the established time limit, shall automatically forfeit the right of initiating or further processing that particular grievance. If an aggrieved party does not receive a response to the grievance within the established time limits, the aggrieved party may refer the grievance to the next successive level, except that mediation shall not be considered a level of the grievance procedure.

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

Level 1: Any nurse having a grievance shall, within fourteen (14) calendar days of the occurrence of the incident at issue or within fourteen (14) calendar days of the time at which the nurse could be expected to be aware of it, first discuss it with her immediate supervisor, either individually or with or through the Grievance Committee, with the objective of resolving the matter informally. The immediate superior shall, within fourteen (14) days after the discussion, verbally notify the aggrieved party of the decision on the matter.

Level 2: If the aggrieved party is not satisfied with the verbal decision given at Level 1, the party or a member of the Grievance Committee shall, within five (5) days following the decision at Level 1, reduce the grievance to writing on a standard form. Two (2) copies shall be presented to the Director of Nursing. The Director of Nursing, the aggrieved party and/or member of the Grievance Committee may discuss the grievance. The Director of Nursing shall, within five (5) days after its written presentation, answer the aggrieved party in writing, returning a copy of the form submitted to the Chairperson of the Grievance Committee.

Level 3: If the aggrieved party is not satisfied with the decision given at Level 2, it shall immediately be referred to the Grievance Committee for review and if the Committee

determines that the grievance shall be processed further, it shall, within five (5) days following the decision at Level 2, submit to the Executive Director a written request for a meeting with him and such persons, but not more than three (3), he deems necessary to represent the Hospital. The Executive Director shall arrange the meeting within seven (7) days after receipt of the written request for same. At the request of either the Chairperson of the Grievance Committee or the Executive Director, the aggrieved party and/or representatives of the Association State Office shall attend the meeting or any adjourned session thereof. The Executive Director shall provide a written decision with regard to the grievance to the aggrieved party providing a copy thereof to the Chairperson of the Grievance Committee and to the Chairperson of the Staff Council within ten (10) days after the meeting or the last adjourned session thereof.

Section 4. Procedure for Grievance Initiated by Management or Others

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

Level 2: If the aggrieved party is not satisfied with the verbal recommendation received at Level 1, the party may within five (5) days following the recommendation at Level 1, reduce the grievance to writing on a standard form. One (1) copy shall be presented to the Chairperson of the Grievance Committee. The Grievance Committee, the aggrieved party and an appropriate representative selected by Management may discuss the grievance. The Chairperson of the Grievance Committee shall, within five (5) days after its written presentation, submit a written recommendation to the aggrieved party providing a copy thereof to either the Director of Nursing or Executive Director, whichever is appropriate. The recommendation of the Grievance Committee shall not be binding on Management.

Level 3: If the aggrieved party or Management determines that the recommendation made at Level 2 should have further consideration, either or both may, within five (5) days following the recommendation made at Level 2, submit a copy of the grievance as it was presented and answered at Level 2, to the Chairperson of the Staff Council with a written request for a meeting with the Staff Council and such persons, but not more than three (3) selected by the aggrieved party. The Chairperson of the Staff Council shall arrange the meeting within seven (7) days after receipt of the written request for same. At the

request of either the Chairperson of the Staff Council, the aggrieved party or Management, the aggrieved party and/or representative of the Association State Office shall attend the meeting or any adjourned session thereof. The Chairperson of the Staff Council shall submit a written recommendation with regard to the grievance to the aggrieved party with a copy of the Director of Nursing and Executive Director within ten (10) days after the meeting or the last adjourned session thereof. The recommendation of the Staff Council shall not be binding on Management.

Section 5. Arbitration of Grievances

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

Section 6. Time Involved in Grievances or Negotiating Functions

All parties agree that no nurse shall absent herself from duty for the purpose of grievance processing or negotiating function without first having obtained permission from the Director of Nursing. It is also agreed that the Hospital shall pay nurses, but not more than four (4), for any time lost from scheduled work due to special conferences, grievance, or negotiating functions. It is further agreed that special conferences, grievance and negotiating sessions shall, as much as possible, be conducted during the hours customary to administrative functions of the Hospital.

Section 7. Access by Association Representatives

Association representatives, after first obtaining approval from the Hospital Administrator 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, provided that they do not interfere with patient care and provided that when in the presence of Hospital patients, they will, at all times, maintain a professional attitude.

ARTICLE VIII - DISCHARGE AND/OR DISCIPLINE

Adequate and safe care of patients at reasonable costs require maximum efficiency. In striving for maximum efficiency, Management may find it necessary to use disciplinary measures.

In the event Management believes a nurse is not fulfilling the responsibilities of her position, it shall discuss the problem with the nurse and an attempt shall be made to counsel and advise her. The Staff Council shall be involved at the earliest opportunity. Any discipline or discharge shall be for just cause.

ARTICLE IX - STRIKES AND WORK INTERRUPTIONS

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

ARTICLE X - SENIORITY AND CATEGORIES OF EMPLOYMENT

Section 1. Full-Time Nurses

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

Section 2. Regular Part-Time Nurses

Regular part-time nurses are those who are regularly scheduled for at least twenty (20) hours of work per week. Regular part-time nurses have second priority in employment and job classifications and are entitled to all benefits outlined in this Agreement.

Section 3. Temporary Nurses

Temporary nurses are those who are not regularly scheduled for twenty (20) hours of work per week. Temporary nurses have no priority in employment or job classification and are not entitled to any benefits except as outlined in this Agreement.

Section 4. Probationary Nurses

Probationary nurses are those who have not completed a total of one thousand forty (1,040) hours of work. Upon satisfactory

completion of one thousand forty (1,040) hours of work, such hours shall be credited to the nurse for the purpose of computing all benefits and entitlements based on hours of service. The employment of a Probationary Nurse may be terminated at any time and for any reason except that prohibited by Act 379 of the Public Acts of 1965, as amended.

1. A nurse who is re-employed within one (1) year after termination and/or completion of a probationary period shall not be required to complete a second probationary period.

Section 5. Determination of Employment Category

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

Section 6. Seniority

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

Section 7. Preparation of Work Schedules

As general building principles in preparing work schedules, it is recognized that:

1. Nurses shall work on any shift (once properly oriented) where necessary and when called or scheduled, except nurses shall not be scheduled to work more than two (2) of the variable shifts in any one (1) week or more than eight (8) hours in a 24-hour period, unless agreeable to the nurse. The nurses recognize that this may require split 24-hour periods (days) off.
2. Schedules shall be prepared for periods of four (4) weeks and shall coincide with pay periods.
3. Schedules shall be prepared so as to adequately meet the needs of patients.

4. Schedules may be changed only by the Director of Nursing or her designee.
5. Except in those situations which are unforeseen and to the extent that adequate and safe care is not jeopardized, schedules shall be equitably prepared with consideration of:
 - (a) A nurse's written declaration of limitations as to assignment, schedule or shift.
 - (b) Special written requests for specific schedules during a particular scheduling period. Except in emergency situations, such requests must be presented to the Director of Nursing at least fifteen (15) days prior to the first day of the scheduled four (4) week period. Requests shall specify the reason for same.
 - (c) Unless consulted prior to the posting of a schedule, a regular part-time or temporary nurse shall not be scheduled to work more hours than the nurse has declared in writing as the maximum number of hours she is willing to work.
 - (d) First priority to full-time nurses, second priority to regular part-time nurses and third priority to temporary and probationary nurses to the extent that those with lesser limitations shall be scheduled before those with greater limitations.
 - (e) Whenever there is a complication in scheduling due to the established priorities, limitations or special requests, seniority within categories of employment shall be the determining factor in granting such requests.
 - (f) Nurses who are scheduled to work and who take a low census day shall be given credit toward the health insurance benefits provided by this contract.

Beginning 10/02/95, nurses who are scheduled to work and take a low need day shall be given credit toward all benefits provided by this contract as if the nurse had worked.
6. Schedules shall normally be posted at least seven (7) days prior to the commencement of that particular schedule.

7. Schedules shall be an appropriate matter for special conferences.
8. Schedules shall not be changed after posting without consultation with those nurses involved.
9. Every possible attempt will be made to give each nurse every other weekend off.
10. The Hospital may require that nurses be available to work two (2) shifts and every other weekend. All nurses except the OR and Recovery Room will be qualified to work the East Floor or West Floor - Non-Telemetry and following probation, or with previous experience, will be oriented to a speciality area (ICCU, OB, ER, West-Telemetry) according to the needs of the Hospital and the nurses's preference. Once oriented to a specialty area, nurses may be scheduled in that area according to the Hospital's needs.
11. Unless mutually agreed, registered nurses shall be scheduled to rotate from one shift to another no more than four (4) times during a four (4) week schedule period. The registered nurses recognize that this may mean that they will be limited to working two (2) different shifts during a four (4) week schedule period. These shifts will be determined solely by the needs of the Hospital.

Section 8. Low Need Days

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

1. Full time or part time nurses may volunteer for Call-Offs in low need days.
2. If the above does not sufficiently decrease the work force, temporary employees, then probationary employees will be required to assume the Call-Off (provided they are not in their preceptorship period).
3. If the above does not sufficiently decrease the work force, Call-Offs will be done on a rotating basis for each pay period beginning with the least senior part-time employee on the affected shift, provided the staff remaining are capable of providing coverage for all affected specialized areas. Low census days will be assigned only to part-time employees.
4. Nurses taking a Call-Off shall have the option to take the time as unpaid or utilize earned benefit time.

5. Based on patients' needs, a nurse placed on Call-Off may subsequently be placed "on call." When placed "on call," the nurse will receive one (1) hour of pay at her regular hourly rate of pay. If called out, the nurse will be paid reporting pay and one-and-one-half (1-1/2) times their regular rate of pay for the hours worked.
6. A nurse assigned a low census day shall have the right to review that shift's scheduled staff with the supervisor at the time she is informed of the low census day. Based upon the review, the nurse may offer an alternative that would allow the nurse to work and require a lower senior nurse to be called off, provided all areas are appropriately covered. When an alternative is offered by the nurse, consideration must be given to the rotational schedule.
7. Bargaining unit nurses will not be replaced by management personnel except in situations where bargaining unit employees are unavailable.

Section 9. Non-Discrimination

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

Section 10. Layoff

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

ARTICLE XI - PROMOTIONAL OPPORTUNITIES

Section 1. Notice of Promotional Opportunities

When management determines the existence of a promotional opportunity or training position within the bargaining unit, such

position will be posted on the bulletin board by the time clock for ten (10) days. The postings shall list the qualifications and predominant shifts. Nurses shall make written application for such positions, listing their qualifications. The awarding of the position will be based on previous experience and qualifications. When individuals have equal experience and qualifications, the position shall be granted to the individual with the most bargaining unit seniority. Priority for training positions will be granted to individuals that have not been previously trained to a specialty area. Nurses may request cross orientation and, whenever possible, such requests shall be granted. Outside applicants will not be sought unless no applicant from the bargaining unit is qualified for the position.

Section 2. Selection of Nurse for Promotional Opportunity

A nurse on staff who demonstrates ability and aptitude for a position of increased responsibility shall be given every possible consideration for promotion when a vacancy occurs. A promotional evaluation will be done by a committee consisting of the following: The Director of Nursing, two (2) Nursing Supervisors and two (2) head nurses. However, the final decision on all promotions shall be made by the Hospital Administration.

Qualifications to be considered will include education, training, nursing experience and demonstrated ability (proficiency).

Such promotions may be filled by outside applications only when no applicant from the bargaining unit is qualified. When two (2) or more applicants receive substantially the same rating, that applicant with the most seniority shall be entitled to the promotion. The highest rated applicant shall be granted the promotion for a trial period of two hundred forty (240) working hours. If, during the first one hundred twenty (120) hours of the trial period the nurse wishes to return to her former position, she may do so upon written notice to the Director of Nursing as soon as schedule changes can be arranged. If, within the trial period the Director of Nursing finds the nurse unsuited for the position, she may transfer the nurse to her former position but must notify the nurse of the reason for such transfer.

Nurses who apply for positions which are the subject of this article shall be informed in writing by the Hospital in a timely manner of the outcome of such application.

ARTICLE XII - LEAVES OF ABSENCE

Section 1. Military Leave

The Hospital abides by the provisions of the Federal regulations regarding reemployment rights as stated in the

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

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

Section 2. Personal Leave Without Pay

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

1. Personal leave for the purpose of education, appropriate to nursing practice at Grand View Hospital, circumstances of long term, severe illness, election to public office, or official service with the Association, shall be limited to the time necessarily required to accomplish the purpose for which it has been granted.
2. Personal leave not to exceed thirty (30) days may be granted for reasons of illness in the immediate family.
3. Personal leave shall not be granted for reasons of conflicting home situations. Conflicting home situations is construed to mean circumstances such as not having a baby sitter, the spouse on vacation or out of town, the children home from school, etc.

4. Personal leave shall not be granted for the purpose of performing private duty nursing except when such private duty nursing is for a close relative.
5. Personal leave shall not be granted for the purpose of extending vacation.
6. If personal leave is granted for more than thirty (30) days, the nurse's position will be held open for her for a period of fifteen (15) weeks. If the nurse does not return within the fifteen (15) weeks, the position will no longer be held open for her, but upon her written request, she shall be given priority in reemployment, but not inconsistent with the priorities set forth in Article X.
7. Management shall, at all times, have the right to investigate the circumstances of personal leave. Any false information or misrepresentation relative to the request or utilization of personal leave shall result in immediate termination of employment of the nurse or nurses involved.

Section 3. Non-Paid Parenting Leave

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

ARTICLE XIII - MISCELLANEOUS

Section 1. Definitions

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

1. "Act 379" shall mean Act 379, Public Acts of 1965, State of Michigan and shall include any and all amendments hereto.
2. "Aggrieved party" shall mean the party or person making the complaint.
3. "Association" or "MNA" shall mean Michigan Nurses Association.

4. "Days" shall mean calendar days excluding Saturdays, Sundays, and holidays.
5. "Director of Nursing" shall mean the person in charge of the Department of Nursing service and/or any person substituting in that capacity.
6. "Employee" shall mean any person, including registered professional nurses, employed by the Hospital.
7. "Executive" shall mean any employee having functions and/or responsibilities in administration or management of the Hospital or any of its several departments.
8. "Executive Director" shall mean the chief executive director of the Hospital and/or any person substituting in that capacity.
9. "Grievance" shall mean a complaint by any party or parties to this Agreement based upon an event or condition alleged to be in violation, misinterpretation or inequitable application of a provision of this Agreement.
10. "Hospital" shall mean Grand View Hospital.
11. "Management" shall mean any and all executives or supervisory personnel of the Hospital.
12. "MNA" or "Association" shall mean the Michigan Nurses Association.
13. "Nurse" shall mean a professional nurse, registered or practicing under a temporary permit issued by the Michigan Board of Nursing, excepting those excluded by the provisions of Article III.
14. "Regularly" shall mean a consistent pattern developed over a period covered by the two (2) most recent Social Security quarterly reporting periods.
15. "Seniority" shall mean continuous service to the Hospital and shall be applicable within the category of employment. It shall be measured by years of service as defined in this Article.
16. "Staff Council" shall mean Grand View Hospital Registered Nurses' Staff Council.
17. "Supervisor" shall mean any employee having the right to discipline, hire, fire or promote employees or to effectively recommend such action. It is understood that in the practice of nursing, every nurse is

responsible for directing and/or coordinating the work of other employees, but his does not define the nurse as a supervisor.

18. "Year of Service" shall mean that period of time in which an employee is paid a total of two thousand eighty (2,080) hours regardless of the length of time required to accumulate that number of years.

Section 2. Bulletin Board and Use of Hospital Facilities

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

Section 3. Performance Evaluations

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

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

Section 4. Termination of Employment by a Nurse

At least four (4) weeks written notice of termination shall be given by General Staff, Charge Nurses and Head Nurses. Failure of the nurse to give written notice within the times specified herein shall automatically forfeit all pay or

allowances due, but not in excess of the amount the nurse would normally have earned during the period for which the written notice was not given.

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

Section 5. Termination of Employment by the Hospital

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

Section 6. Role of the Nurse

1. Responsibilities, Obligations and Authority: The Association and nurses recognize that in order to meet their responsibility for the direct and/or indirect care of patients, they have a professional obligation to continue education in all aspects of professional nursing. Nurses are expected to attend all inservice education programs conducted by the Hospital relevant to their performance, and the Hospital shall make every effort to assure that full time Registered Nurses have an opportunity to attend all such inservice educational programs. Whenever possible, such programs will be scheduled on the nurses' work day. Nurses have a professional obligation and responsibility to be involved in teaching and supervising auxiliary personnel. The Hospital recognizes and agrees that modern hospital operations require that various non-professional and/or auxiliary personnel and services are needed to assist nurses in meeting this responsibility. It further recognizes and agrees that nurses must and shall have authority commensurate with their responsibilities for directing the work of non-professional and auxiliary personnel assigned to the Department of Nursing Service provided that such direction shall not be inconsistent with the job description of the various non-professional and auxiliary positions and further provided that at all times the nurse shall comply with her professional code with the support of the administration in her compliance with that code.

2. Utilization of the Professional Nurse: All parties agree that the professional nurse should normally be utilized in capacities commensurate with the professional status and qualifications, but nothing contained in this Agreement shall excuse a nurse from fulfilling an assignment or function essential to the best possible patient care and service. It is further agreed by all parties that except in unusual situations:
- (a) The preparation and delivery of meals and nourishment is not a function of the professional nurse.
 - (b) Housekeeping duties, including the stripping of beds and complete cleaning of a unit following a patient's discharge and cleaning of service rooms on a ward are not a function of the professional nurse.
 - (c) The dispensing of drugs from the Pharmacy is not a responsibility of the professional nurse.
 - (d) The routine clerical duties, other than "nurses' notes," necessary to nursing service are not a function of the professional nurse.
3. Unique Role of Dual Responsibility: All parties recognize that nurses have a unique role of dual responsibility in that they are responsible to the physicians for certain functions and to Management for others and further, that this is a difficult role because on occasion there may be conflicting orders or instructions. Recognizing that all aspects of operating the Hospital, including the practice of physicians therein, are ultimately the responsibility of the Board of Directors, it is agreed by all parties that the nurses, commensurate with the duties and responsibilities of their position, are responsible to Management for the enforcement of any rules, regulations, policies, procedures, standing orders or special orders and directions established by Management. It is further agreed that a nurse shall not fulfill any order or regulation, policy, or standing order established by the Medical Staff or Management and that in any matter of conflict, the decision of the Executive Director shall govern.

Section 7. Wage Schedule and Other Compensation

The parties agree that the wage schedule and other compensation for nurses shall be as set forth in Schedule "A" attached hereto and made a part of this Agreement. Schedule "A"

shall set forth the job classification, base rates of pay, increment rates of pay based on total accumulated years of service, overtime rates of pay, "on call" pay and other factors of compensation.

Section 8. Orientations

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

Every effort shall be made to conduct this orientation within the first ten (10) days of employment.

Section 9. Personnel Records

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

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

Section 10. Scheduling OR Procedures

A cellular phone will be available for the individual scheduling O.R. procedures after hours.

ARTICLE XIV - FRINGE BENEFITS

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

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

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

Section 2. Shift Premium Rates and Differentials

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

Section 3. Work Schedules

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

minute rest period and a thirty (30) minute period for meals. Rest periods and meal times for nursing personnel shall be as assigned by the Head Nurse in such a manner as to provide the greatest possible coverage of all service at all times.

Section 4. Paid Personal Leave

Full-time and regular part-time nurses shall be entitled to a paid personal leave allowance of thirty-two (32) hours upon completion of the first one-half (1/2) year of service and an additional thirty-two (32) hours at the completion of the second half year of service. Each year thereafter they shall be entitled to sixty-four (64) hours. Beginning 10/03/94, for each year of service thereafter, nurses shall be entitled to seventy-two (72) hours. Beginning 10/02/95, for each year of service thereafter, nurses shall be entitled to eighty (80) hours. All parties recognize that the purpose of paid personal leave is to allow brief absences necessitated by illness, business or health appointments, or other personal matters without loss of income. The parties further recognize that the needs of Hospital service must control the utilization of paid personal leave and, therefore, agree that in order to avoid inconsiderate utilization which could jeopardize adequate and safe patient care, the following policies, rules and regulations shall govern paid personal leave:

1. Except in case of illness or emergency, requests for paid personal leave must be presented, in writing, to the Director of Nursing at least seven (7) days prior to the leave. In case of illness or emergency, such requests may be made to the Director of Nursing by personal contact or telephone, but shall be confirmed in writing within seventy-two (72) hours after the personal or telephone request. Failure to confirm such request within seventy-two (72) hours shall forfeit eight (8) hours of paid personal leave.
2. Not more than two (2) nurses may be scheduled for paid personal leave on any given day unless, however, conditions permit a greater number of nurses to be scheduled for this benefit.
3. Paid personal leave must be for at least eight (8), but not more than forty (40) hours in one period.
4. Paid personal leave shall be at the nurse's regular rate of pay in effect at the time such leave is taken.
5. Paid personal leave shall accrue to a maximum of one hundred and sixty (160) hours. If a nurse earns paid personal leave which would result accrual beyond the one hundred and sixty (160) hours maximum, the nurse

shall receive pay in lieu of paid personal leave for all hours in excess of one hundred and sixty (160). At the nurse's discretion, she may request pay in lieu of all hours over one hundred and twenty (120) accumulated hours with a minimum of eight (8) hour increments paid at straight time and prior written notification two (2) weeks in advance of the pay period submitted to the Payroll Officer. Upon termination of employment, a nurse shall be paid for all personal leave accrued to her credit.

6. Paid personal leave may not be used to extend a vacation except when a written request to do so has been presented to the Director of Nursing at the time the vacation request is presented and such request has the written approval of the Director of Nursing and Executive Director.
7. Paid personal leave may not be used for the purpose of performing private duty nursing, except when such private duty nursing is for a close relative.
8. Vacations, holidays, sick leaves and other fringe benefits will be retained and accumulated during a paid personal leave.

Section 5. Funeral Leave

All nurses shall be entitled to paid Bereavement Leave for not more than three (3) days in the event of the death of the nurse's spouse, child, parent, brother or sister. In the event of the death of a parent, sister or brother of the spouse of a nurse, one (1) day of absence with pay shall be allowed. As general guiding principles to such paid absence, the following shall apply:

1. The absence for which a nurse may be paid is only paid if the nurse attends the funeral of the deceased.
2. The absence for which a nurse may be paid is limited to those days which she was scheduled to work.
3. The period of pay absence shall not exceed the period of time between the death and funeral of the deceased, when such period is less than the number of days set forth herein.
4. The Hospital may require proof of such death. Any recognized public notice of such death shall be sufficient proof.

Section 6. Overtime

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

Section 7. Holidays

1. Recognized Holidays: The Hospital recognizes New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas as holidays. A list of all holidays and the date that they will be observed will be posted in January of each year for that calendar year on a bulletin board mutually agreed to by both parties. The nurses recognize that they must work holidays as Management determines the need and will work such holidays on a rotated schedule. Pay for such holidays shall be in accord with the eligibility requirements set forth in Section 2 of this Article.
2. Eligibility and Pay: All nurses, regardless of category of employment, working a full work day on any of the recognized holidays, shall be paid two and one-half (2-1/2) times their base rate of pay, for all hours worked, provided the nurse has worked at least eight (8) hours on the holiday. Full-time nurses not working a full work day on any of the recognized holidays shall be paid their regular rate of pay for that day providing they worked the full work day on their last scheduled day of work prior to the holiday and the full work day on the first scheduled day of work after the holiday. Following probation, regular part-time nurses will receive two (2) hours of holiday pay, providing they worked the full day on their last scheduled day of work prior to the holiday and the full work day on their first scheduled day of work after the holiday until they have completed one full calendar year of employment. Regular part-time nurses who worked at least one thousand forty (1,040) hours during the previous calendar year who do not work a full day on any of the recognized holidays shall be paid their regular rate of pay for four (4) hours on the paid holiday providing they worked the full day on their last scheduled day of work prior to the holiday and the full work day on their first scheduled day of work after the holiday. Regular part-time nurses who worked at least one thousand five hundred twenty (1,520) hours

during the previous calendar year, but less than two thousand eighty (2,080) hours during the previous calendar year, who do not work a full day on any of the recognized holidays, shall be paid their regular rate of pay for six (6) hours on the paid holiday, providing they worked the full work day on their last scheduled day of work prior to the holiday and the full work day on the first scheduled day of work after the holiday. Regular part-time nurses who worked at least two thousand eighty (2,080) hours or more in the previous calendar year, shall be paid their regular rate of pay for eight (8) hours on the paid holiday, providing they worked the full work day on their last scheduled day of work prior to the holiday and the full work day on the first scheduled day of work after the holiday.

3. Exchange of Holiday Schedules: Nurses having a preference for holiday scheduling shall submit a written preference of holiday schedules to the Director of Nursing no later than January 31 of each year. All parties recognize and agree that the sole purpose of the written preference is for nurses to know who may wish to exchange scheduled holidays.
4. Birthday Holiday: A nurse's birthday is also recognized as a paid holiday under the following conditions:
 - (a) If a nurse's birthday falls on another holiday recognized in this Section, she shall be entitled to a compensatory day in the same manner set forth in paragraph C of this Section.
 - (b) Nurses shall, at least four (4) weeks in advance of the date on which their birthday falls, given written notification of same to supervisor responsible for their schedule.
 - (c) A nurse scheduled to work on her birthday will receive a compensatory day off no later than the following pay period provided she has given appropriate written notification.

Section 8. Vacation

1. Benefit: All nurses, regardless of category of employment, shall be entitled to paid vacation based on consecutive years of service with Grand View Hospital. Vacation allowances shall be as indicated in the following schedule:

Consecutive Years of Service	Vacation Hours Allowed
1 through 4*	80
5 through 9	120
10 through 14	160
15 through 19	176
20 and each consecutive year thereafter	192

*Part-time nurses shall be entitled to one-half of the first year vacation allowance upon completion of the first one-half year of service.

2. Policies, Rules and Regulations: All parties recognize that the needs of the Hospital service must be the governing factor in scheduling vacations and agree that the policies, rules and regulations governing vacation procedures and schedules shall be:
- (a) One week of a nurse's vacation benefit shall, subject to other policies, rules and regulations, be granted on the basis of seniority. Any vacation approved between Christmas and New Year's Day shall be on the basis of rotating seniority but may not include both holidays. The remaining weeks of vacation shall, subject to other policies, rules and regulations, be granted with the date of the written request having priority in consideration.
 - (b) Excepting the week granted on the basis of seniority, a nurse may not request vacation which has not yet been earned.
 - (c) Vacation requests must be presented, in writing, to the Director of Nursing at least eight (8) weeks prior to the start of the vacation period, specifying the date the nurse wishes to start the vacation and the date the nurse will return to work.
 - (d) Vacation requests, if granted, shall be returned at least four (4) weeks prior to the starting vacation date.
 - (e) Not more than one (1) nurse may be on vacation for a complete pay period. When requests are made for identical or overlapping periods, approval shall be made on the basis of first priority to seniority of position and second priority to seniority of service.
 - (f) Vacation shall be paid at the nurse's regular rate of pay in effect at the time of the vacation.

- (g) An employee having one hundred sixty (160) or more hours vacation to his credit may waive any vacation allowance that exceeds one hundred twenty (120) hours and receive pay in lieu of the portion waived. Pay in lieu of vacation shall be at the employee's regular straight-time hourly rate and vacation hours paid under such waiver shall not be considered as hours worked for overtime purposes.

Vacation may be accumulated to a maximum of three hundred twenty (320) hours. If the accruals are more than the allowed three hundred twenty (320) hours, employees will have the following option:

- (1) receive cash payment for all hours above the allowed limit;
- (2) contribute a cash payment to their 401(k) plan;
- (3) make an additional contribution to a 403(b) plan.

An employee having vacation to his credit at the time he gives written notice of his termination shall be permitted to request pay in lieu of his vacation allowance as follows:

Partial amounts in increments of eight (8) hours to be paid each day until the full vacation allowance to his credit is paid.

Full amount of his vacation credit to be paid on his last pay check.

- (h) A vacation of five (5) consecutive days shall include two (2) consecutive unscheduled days with five (5) vacation days, unless by mutual agreement of the Director of Nursing and the nurse, some other schedule is arrived at.

Section 9. Retirement Plan

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

Section 10. Hospitalization, Medical-Surgical Insurance

The Hospital shall provide single subscriber hospitalization, medical surgical insurance coverage (Blue Cross-Blue Shield MVF-1 coverage with Master Medical or equivalent) to nurses meeting the following requirements:

1. The nurse must make written application for such coverage within thirty (30) calendar days after the date hired or during the annual re-enrollment period scheduled by the insurance carrier.
2. The nurse must meet all requirements of the insurance carrier.
3. The nurse must have worked an average of at least twenty-eight (28) hours a week during the most recently completed quarterly payroll accounting period previous to the premium due date. If the nurse has not worked an average of at least twenty-eight (28) hours during such quarterly pay period previous to the premium due date, the premium shall be deducted from the pay due the nurse on the premium due date. If the nurse does not have any pay due on the premium due date, she must make personal payment to the Hospital prior to the premium due date if she wishes to continue coverage. Failure to make payment on any premium due date shall automatically cancel such coverage and may not be reinstated until the next annual re-enrollment period scheduled by the insurance carrier.
4. If a nurse desires coverage for eligible members of her family or dependents, she may subscribe for such coverage by meeting the requirements of the insurance carrier.
5. Any eligible Registered Nurse who chooses not to enroll in the Hospital's hospitalization plan shall receive a Two Hundred Fifty Dollar (\$250) pay-out per year for each year the employee defers such enrollment. Such \$250 pay-out will be paid at the end of each full calendar year of employment if the employee provides proof of alternate health insurance coverage and after applying the \$250 toward any patient pay amounts due to Grand View Hospital.

Section 11. Dental Insurance

Beginning thirty (30) days after the ratification of this contract by both parties, the Hospital shall pay the full premium for dental insurance for the employee single subscriber. The dental insurance will include fifty (50) percent Class A benefits, fifty (50) percent Class B benefits, and fifty (50) percent Class C benefits to a maximum of \$800/person/year. The plan will be administered according to the policies of Delta Dental Plan of Michigan or any equivalent plan as specified for Group 4773-0003.

Section 12. Life Insurance

The Hospital shall provide a Two Thousand Dollar (\$2,000) group life insurance policy to full-time nurses and a One Thousand Dollar (\$1,000) group life insurance policy to regular part-time nurses. The Hospital shall pay the premium for such life insurance for full-time and regular part-time nurses while they are on personal leave without pay as provided for in Article XII, Section 2. A nurse receiving benefits as provided for in Section 1 of the Article shall be considered as maintaining the category of employment she held at the commencement of her receiving the benefit provided for in Section 1 of this Article.

Section 13. Jury Duty and Court Ordered Appearances

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

Section 14. Health Program

1. Physical Examinations: Each nurse is required to pass a general physical examination before his employment will be considered valid. This examination is done without cost if it is performed by one of the members of the Grand View Hospital's Active Attending or Courtesy Attending Medical Staff. Employee physicals will be provided according to general hospital personnel policies for all subsequent years of service.
2. Additional Examinations and Tests: Any examination or tests advised by the physician and/or desired by the nurse as a result of the physical examination set forth in Section 1 shall be at the expense of the nurse.
3. Non-Acceptable Results of Examination or Tests: When the results of the physical examination set forth in Section 1 are not acceptable to the Hospital, the nurse shall not be employed or shall be granted a leave of absence, whichever is appropriate.

Section 15. Liability Insurance

The Hospital shall carry professional liability insurance which covers damages, including death, sustained by any Hospital patient, including outpatients, arising from an error or mistake

in (a) rendering or failing to render to such person, or the person inflicting the injury, medical, surgical, dental or nursing treatment, including the furnishing of food and beverages in connection therewith or in (b) furnishing or dispensing drugs or medical, dental or surgical supplies or appliances if the injury occurs after the Hospital has relinquished possession thereof to others, or in (c) handling or performing autopsies on deceased human bodies. The amount of such coverage shall be determined by the Hospital but not less than Two Hundred Fifty Thousand Dollars (\$250,000) per claim and Five Hundred Thousand Dollars (\$500,000) aggregate and shall be subject to all endorsements, terms or conditions stipulated in the liability insurance policy carried by the Hospital. With respect to such coverage, a nurse shall, as soon as practicable, give written notice to Management of any potential claim. Such notice shall contain particulars sufficient and reasonably obtainable information with respect to time, place and circumstances of the incident, the names and addresses of the potential claimant and of available witnesses. It is understood by all parties that failure to provide such notice may result in no liability coverage with respect to that particular incident.

Section 16. Continuing Education Benefits

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

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

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

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

care which is adequate and safe. The Hospital shall be guided by the recommendations of the Haines Committee, the Director of Nursing, and/or Executive Director with regard to attendance and the extent to which reimbursement of expenses shall be allowed.

Section 17. Educational Courses

Full-time and regular part-time nurses desiring to enroll in one or more courses at an accredited educational institution in the field of nursing or in courses which the Director of Nursing and/or Executive Director agree would aid her professional growth may submit a written application to the Board of Directors for consideration of the Hospital's participation in expenses of such course. Should it be decided that the Hospital would participate in any such expense, it shall only pay the expense agreed upon after the nurse has satisfactorily completed the course and provided the nurse agrees to repay the Hospital on a prorated basis if she terminates prior to a previously agreed upon period of service with the Hospital.

ARTICLE XV - GENERAL CONDITIONS AND TERMS OF AGREEMENT

Section 1. General Conditions

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

Any supplementary agreement which is reduced to writing and signed by both parties shall become and be part of this Agreement without changing any other provisions of the Agreement. The Hospital agrees to furnish sufficient copies of the Agreement and any supplements thereto to the Association and the Association agrees to distribute said copies to each professional nurse employed by the Hospital during the term of this Agreement. The Association agrees to pay fifty percent (50%) of the cost of reproducing this Agreement and any supplements.

Section 2. Authority of Negotiating Representatives

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

Section 3. Re-Opening of Negotiations

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

Section 4. Hospital Policies, Rules and Regulations

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

Section 5. Effective Date and Term of Agreement

This Agreement shall be effective October 4, 1993 until September 29, 1996. The parties agree that if either party wishes to terminate, modify, or change this Agreement, it shall, at least sixty (60) days prior to September 29, 1996, give written notice of such intent or wish to the other party. If neither party gives written notice to terminate, modify, or change this Agreement at least sixty (60) days prior to September 29, 1996, the Agreement shall remain in effect but shall be subject to termination by either party upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 24th day of November, 1993.

GRAND VIEW HOSPITAL

MICHIGAN NURSES ASSOCIATION

G. Johnson
Chairman, Board of Directors

Kathleen M. Havican, Ph.D., BSN
Kathleen Havican
Field Representative

W. Hollensted
Executive Director

Karen K. Callovi RN

Bill Ford
Vice President of Human Resources

Sandra Glass RN

Elizabeth Habma
Vice President of Nursing

Dawn McPherson RN.

APPENDIX A - WAGE SCALE

<u>Hours</u>	<u>10/04/93</u>	<u>10/03/94</u>	<u>10/02/95</u>
Base RN	12.95	13.40	13.80
1,040	13.40	13.85	14.25
2,080	13.80	14.30	14.75
4,160	14.20	14.70	15.15
6,240	14.65	15.15	15.60
8,320	15.05	15.60	16.05
10,400	15.50	16.05	16.55
14,560	15.90	16.45	16.95
20,800	16.20	16.75	17.25
24,960	16.45	17.00	17.50
31,200	16.75	17.35	17.85
41,600	17.15	17.75	18.30

GN Base - .50

CREDITED SERVICE

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

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

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

SHIFT COORDINATOR

Any nurse assigned by the Director of Nurses or her designee when acting in the absence of a Supervisor in the capacity of shift coordinator, shall be paid an additional Seventy-Five Cents (\$.75) per hour which shall be paid as special pay and will not be pyramided for purposes of holidays or overtime pay.

SHIFT PREMIUM RATES

For shifts starting at or after 1 p.m. but before 8 p.m. - Forty Cents (\$.40) per hour starting hourly rate.

For shifts starting at or after 8 p.m. but before 4 a.m. - a differential of Eighty-Five Cents (\$.85) per hour will be added to the nurse's base hourly rate.

Beginning 10/03/94, for shifts starting at or after 8 p.m. but before 4 a.m. - a differential of One Dollar (\$1.00) per hour will be added to the nurse's base hourly rate.

DIFFERENTIALS

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

WEEKEND DIFFERENTIAL

Any nurse who works more than four (4) weekend shifts during one schedule period and has not requested to work for more than four (4) weekend shifts will be paid an additional Forty-Five Cents (\$.45) per hour for each hour worked during those additionally worked shifts. Normally, nurses shall be scheduled every other weekend unless notified of the change prior to the posting of the schedule.

ON CALL PAY

For each scheduled work period:

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

For each unscheduled work period for OR nurses:

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

REPORTING PAY

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

AMBULANCE RUNS

Any nurse assigned to ambulance run duty by the Hospital shall be paid her regular rate (or overtime rate, if applicable) according to the salary schedule plus Ten Dollars (\$10).

