

9/2/84

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LETTER OF UNDERSTANDING

Michigan Nurses Assoc.
 120 Spartan Ave.
 East Lansing, Mich. 48823

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 LABOR AND INDUSTRIAL
 RELATIONS LIBRARY

Alpena General Hospital

PREAMBLE

The Alpena General Hospital (hereinafter Hospital or employer) and the Michigan Nurses Association (hereinafter Association or Staff Council) enter into this Agreement effective September 3, 1981.

ARTICLE I Recognition

The Alpena General Hospital hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative, as defined in Section ii of Act 379, Public Act of 1965, for a unit consisting of all Registered Professional Nurses employed at the Alpena General Hospital, excluding Nurse Anesthetists, The Director of Nursing, and Assistant Director of Nursing, and Utilization Review Director. Persons awaiting Michigan Registration and who are employed as professional nurses under a temporary permit issued by the Michigan Board of Nursing shall be included in this unit.

ARTICLE II Management Rights

The Management of the Hospital shall have the sole and exclusive right to manage and operate the Hospital including all of its operations, activities and the direction of its working force of employees, with the right to hire, suspend, discipline, discharge for cause, promote, demote, assign, transfer, lay off, recall or relieve employees from duty for other legitimate reasons and to maintain discipline and efficiency among employees, to decide the number of employees, to establish hospital policies and procedures, to determine the type and scope of services to be furnished to patients and the nature of facilities to be operated, to establish schedules of operations and to determine the methods, procedures and means of providing services to patients. The Hospital shall also have the right to introduce new or improved working methods or facilities. Nothing in the above provisions is intended to limit any other rights of the Hospital not specifically and expressly covered, provided that in the exercise of any of the above rights, the Hospital shall not violate any provision of this Agreement.

ARTICLE III Association Status

A. ASSOCIATION MEMBERSHIP AND SECURITY

1. ← All registered professional nurses employed in the above-described unit shall be required as a condition of continued employment to remain members of the Association or to become members of the Association on the thirty-first (31st) day following the date of their employment or the effective date of the Agreement.

2. Alternatively, any registered nurse who does not wish to join or remain a member of the Association shall as a condition of continued employment, pay monthly the equivalent of the Association dues,

as a service fee, to the Association on the thirty-first (31st) day following the date of their employment.

a) Any nurse who is a member of and adheres to established and traditional tenets or teachings of a bonafide religious body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Association as a condition of employment. Such a nurse shall provide a statement of religious exemption to both the Hospital and to the Association, and shall pay a sum equal to the Association dues to a local recognized non-religious charity. *omit*

b) Any nurse who fails to comply with the provisions set forth above shall have his/her employment as a registered professional nurse in this bargaining unit terminated upon written request of the Association to the Hospital.

3. Proof of payment and a statement of religious exemption must be given to the Hospital by the employee, a copy of which will be provided to the Association.

4. Names and addresses of nurses employed and covered by this Agreement shall be furnished to the Chairperson of the Staff Council twice a month on the first Friday and the third Friday by the Hospital, such information shall include termination, hires, social security number, employment status, including leaves of absence, and classification. Names of nurses promoted to permanent positions which are excluded from the bargaining unit should be provided to the Association so that they are not included in the collective bargaining activities of the Association. The same information as provided above shall be submitted to the Association by mail sent out on the third Friday of the month. *Capital C*

Includes S & A as then don't have to pay dues

B. PAYROLL DEDUCTION FOR ASSOCIATION DUES

1. The Hospital will deduct from the salaries of nurses, dues for the Michigan Nurses Association, the American Nurses Association, the Alpena District Nurses Association, and the Alpena General Hospital Nurses Staff Council. Authorization for said deduction shall be signed by all nurses employed by Alpena General Hospital.

2. Individual authorization forms shall be furnished or approved by the Association and when executed, filed by it with the business office of the Hospital.

3. Authorizations filed shall become effective with the first paycheck in the month following the filing of the authorization.

4. Dues for the four (4) Nurses Associations shall be deducted together in twelve (12) monthly installments. Appropriate adjustments shall be made for any nurse who is on relief duty, vacation, leave or layoff. ~~In the event an employee does not have a paycheck~~

or-layoff. In the event an employee does not have a paycheck or vacation check equal to the Association dues, payable during the week in which dues are deducted, the Hospital will deduct the dues from that employee's next regular check.

5. The Association shall, thirty (30) days in advance of the start of each Hospital fiscal year give written notification to the business office of the amount of the dues for the Michigan Nurses Association, the American Nurses Association, the Alpena District Nurses Association and the Alpena General Hospital Nurses Staff Council which are to be deducted. The amounts of deductions for these dues shall not be subject to change during the entire fiscal year except for one (1) mid-year adjustment upon the Association providing the business office with thirty (30) days notice of such change.

6. Dues deducted shall be sent to the Association at its office at 120 Spartan Avenue, East Lansing, Michigan, promptly, under procedures to be established by the Alpena General Hospital, excluding the dues collected for the Alpena General Hospital Nurses Staff Council which will be forwarded directly to the Treasurer of this council by the Hospital. The Association shall be responsible for disbursement of dues received by it to the treasurers of the various Associations.

7. The Association shall hold the Hospital harmless for any and all claims that may be asserted against the Hospital as the result of any dues deductions made pursuant to this Agreement. The Hospital shall be responsible for making the deduction authorized by the Association of the employee.

8. The Hospital agrees to deduct from the salaries of nurses covered by this agreement the Association dues or equivalent service charge in accordance with standard authorization forms used by the Association.

C. ACCESS BY ASSOCIATION REPRESENTATIVES

Association representatives, after first notifying 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 grievances, at reasonable intervals during working hours, 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.

D. USE OF HOSPITAL FACILITIES

The Association, acting through the Nurses Staff Council, may use available rooms at the Alpena General Hospital for the Association

meetings. Requests for the use of meeting rooms shall be made in advance through the Hospital Administrator.

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.

Capital H

The Association, upon making appropriate arrangements through the Hospital Administrator or Assistant, 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 meetings at which management personnel of the Hospital would not be welcome by the Association in its role as collective bargaining representative, shall not be held on Hospital property.

ARTICLE IV
Negotiation and Contract Administration

A. REPRESENTATION

1. For the purpose of representation in negotiations, Special Conferences, and in the Grievance Procedure, the Hospital recognizes a Negotiations and Contract Administration Committee, hereafter referred to as the NCA Committee, of five (5) members, elected by the Nurses Staff Council.

Capital N

2. The NCA Committee shall be compensated by the Hospital for all working or scheduled time lost and all unscheduled time spent in Special Conferences, Negotiations, adjusting grievances, or meetings requested by the Hospital to discuss mutual problems.

a) Nurses scheduled to work on the day of a Special Conference or negotiation session shall be entitled to released time without loss of pay for said shift, irregardless of the actual number of hours spent in joint meetings. For employees working the night shift, the scheduled day referred to above will be the day preceding the Special Conference or negotiation session.

Capital N
add "s"
To read spot

Capital N

b) Nurses not scheduled to work on the day of a Special Conference or negotiation session shall be compensated at the nurse's straight hourly rate.

Capital N
add time

c) Scheduled and/or unscheduled time as referred to above, shall be limited to a total of eight (8) hours pay per day.

3. The Association shall notify the Hospital in writing the names of all nurses on the NCA Committee, and the Hospital will notify the Association of their representatives in advance of meeting.

add letter S
to read meetings

B. NEGOTIATIONS

1. Matters covered by this Agreement or which are appropriate subjects for professional negotiation may become a subject of negotiation during the terms of this Agreement only by joint agreement of the parties. A request to reopen negotiations under this paragraph may be initiated by either party. Requests made by the Association shall be submitted in writing to the Hospital Administrator and requests by the Hospital shall be submitted in writing to the ~~Chairman~~ ^{Chairperson} of the Staff Council. A response to such 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.

Chairperson

2. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, ~~otherwise~~ ^{and} constructively considering and resolving any such matters.

add word and

3. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from ^{within} in or outside the County of Alpena. It is recognized that no final agreement between the parties may be executed without ratification by Alpena General Hospital Board of Trustees and by the nurses within the bargaining unit, with the approval of the MNA, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to such ultimate ratification of both parties.

4. In the event the parties reach an impasse in any such negotiations and are unable to reach agreement, either in the establishment of salaries and economic issues or on other proposals which may arise, the procedure described in ACT 379 of the Michigan Public Acts of 1965 shall be followed.

5. Any agreement so 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 MNA.

Grievance
C. GREIVANCE PROCEDURE

1. Purpose: The parties intend that the grievance procedure as set forth herein shall serve as a means for the peaceful settlement of all disputes that may arise between them concerning the interpretation or application of this Agreement, without any interruption or disturbance of the normal operation of the Hospital.

2. Definitions:

a. A "grievance" shall mean a complaint by a nurse or a group of nurses based upon an event, condition or circumstance under which a nurse works, allegedly caused by a violation, misinter-

Subst p 112 under p 112

pretation or inequitable application of established policy or any provision of this Agreement. ^{capital A}

b. An "aggrieved person" shall mean the person or persons making the complaint, either individually or through the MNA.

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

3. General Principles:

a. The parties have established this grievance procedure for the purpose of securing at the earliest level possible, equitable solutions to complaints or grievances. Both parties agree that proceedings shall be kept as informal and confidential as may be appropriate.

grievance
omit
~~b. Nothing contained herein shall be construed to prevent any individual nurse from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement and if a representative of the Association has been given the opportunity to be present at such adjustment.~~

c. The Hospital will assure to every nurse opportunity to have the unobstructed use of this grievance procedure, either individually or through the Association.

d. The failure of an individual or the ~~NCA~~ ^{NCA} Committee to proceed to the next step within the time limit set forth shall be deemed a waiver of any further appeal concerning that particular grievance. However, if new facts are obtained concerning the conditions that caused the submission of the grievance, the procedure can be reopened at the level at which it was terminated.

e. Failure of the Hospital management to respond to a grievance at any stage within the time limits specified shall be considered an acknowledgment that the grievance was justifiable and the relief asked for shall be promptly implemented. If the party or parties which initiated the grievance does not give notice as provided within the time specified, the grievance shall be deemed to have been settled or withdrawn.

f. An aggrieved person may withdraw further consideration of her grievance at any stage of the procedure.

g. Time limits may be extended by mutual agreement of the parties hereto.

4. Steps in the Grievance Procedure: -7-

a. Level One

The first step of the formal grievance procedure will be at the time a nurse reduces to writing a grievance item. This shall in no way be intended to mean that House Supervisors should not be involved in informal resolution of problems. This will be done after the nurse obtains actual knowledge of the event or could reasonably have obtained such knowledge, but in no case more than sixty (60) days after the event. The grievance will be presented to Assistant Director of Nursing who will meet with the grievant and a member of the NCA within five (5) days in an attempt to resolve the grievance. Within five (5) days of this meeting a written response will be provided.

b. Level Two

If the answer at Level One is unsatisfactory, then the NCA Committee will within five (5) days deliver to the Director of Nursing a complete copy of the grievance and disposition from Level One along with a request to meet. The Director of Nursing shall within five (5) days of receiving the request meet with the grievant and a member of the NCA Committee in an attempt to resolve the grievance. Within five (5) days of this meeting a written response will be provided.

c. Level Three

If the answer at Level Two is unsatisfactory than the NCA Committee will within ten (10) days deliver to the Personnel Director a complete copy of the grievance and disposition from Level Two along with a request to meet. The Personnel Director or his delegate shall arrange within ten (10) days of receiving the request, a meeting between appropriate members of Administration, the aggrieved, and a majority of the NCA Committee for the purpose of discussing the grievance. Representatives of the MNA may also attend the meeting. Within ten (10) days of this meeting, a written response will be provided.

d. Level Four - Arbitration

(1) Appeal to the Arbitrator: If the Association is not satisfied with the Hospital's written disposition of a grievance at Level Three, and if the case is the type on which an arbitrator is empowered to rule, the Association shall give written notice to the Hospital within thirty (30) days of receiving the Hospital's written disposition, of its intention to submit the grievance to arbitration.

(2) Selection of the Arbitrator and Powers of the Arbitrator: The Association and the Hospital shall select a mutually satisfactory arbitrator who, subject to the limitations outlined herein, shall be empowered to hear, investigate, and

add:
Comm. How

Capital A

put para under →

put para under →

omit

decide any difference between the parties which arises in connection with the interpretation and/or application of the provisions of this Agreement.

If the parties are unable to agree upon an arbitrator within seven (7) days of the written notice requesting arbitration the matter shall be referred to the American Arbitration Association or the Federal Mediation and Conciliation Service, for the selection of an impartial arbitrator. If the Federal Mediation and Conciliation Service is used and either party fails to make a selection from the list of arbitrators supplied within thirty (30) days, then the Number 1 selection of the other party shall be chosen.

omit one letter "i"

In rendering decisions, the Arbitrator shall construe the Agreement in a manner which does not interfere with the exercise of management's rights and responsibilities, except that such rights and responsibilities may be expressly limited by this Agreement. The Arbitrator shall have no power to (1) add to, subtract from, or otherwise modify any of the provisions of this agreement; (2) establish or modify any salary rate or plan; (3) rule on any provisions of the pension plan or insurance programs. Any case appealed to the Arbitrator in such matters will be referred back to the parties without decision or recommendation. The Arbitrator also shall have full discretion to uphold, modify or rescind disciplinary measures imposed by the Hospital. The Arbitrator may conduct such investigations as he may consider appropriate. At the arbitrator's hearing, each party shall have the option of presenting witnesses to matters ruled admissible by the arbitrator and such witnesses may be cross-examined by the Arbitrator for opposing party.

correct spelling

(3) Arbitrator's Decision: Decisions of the Arbitrator shall be final and binding on the Association, its members, the employee(s) involved and on the Hospital.

Part para under

(4) Arbitrator's Fee & Expenses:

Only the fees and expenses of the Arbitrator shall be shared equally by the Hospital and the Association. All other expenses in conjunction with the arbitration, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expenses, except as hereafter provided in paragraph 5-a.

Capital A

(5) Time Off for Grievance Procedure: When any of the steps in the grievance procedure occur during the working hours of an aggrieved party or a member or members of the NCA Committee and her presence at that step is reasonably required, such employee(s) will be allowed time away from work upon request to

change to reasonably

Part para under

- 9 -

Nursing Administration without loss of pay, at her straight time hourly rate.

a. In arbitration cases, time off without loss of pay shall be granted to the aggrieved person and two (2) members of the NCA Committee plus those nurses whose testimony as witnesses is reasonably required in the proceeding, whose time off shall be limited to the period of giving testimony.

b. No claim, including claims for back wages by a nurse covered by this Agreement or by the Association, against the Hospital shall be valid for a period prior to the date the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee or the Association, as the case may be, to know that the employee or the Association had grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of thirty (30) days prior to the date the claim was first filed in writing.

D. SPECIAL CONFERENCES

change to person → Hospital

1. Special Conferences for the improvement of professional working relations and nursing standards will be arranged between the Chairman of the Nurses Staff Council and the Personnel Director or his delegate from the Hospital administrative staff upon the request of either party. Such meetings shall be between the officers of the Staff Council, a representative of the NCA Committee, and not more than two (2) non-employee representatives for the Association, and such members of Administration deemed necessary by Administration. Arrangements for such Special Conferences should be made in advance and an 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 Conferences shall be confined to those included in the agenda. Special Conferences shall be scheduled within ten (10) days after the request is made. Any Special Conference shall be held between the hours of 9:00 a.m. and 4:00 p.m. Exceptions are to be agreed upon by both parties.

change to need →

upon written request,

2. The Association representatives may meet at a place designated by the Hospital, on the Hospital's property, for at least one-half (1/2) hour immediately preceding the Special Conference, ~~with the representatives of the Hospital for which a written request is made.~~

3. The Special Conference is not to be misconstrued to imply circumvention of the ~~head of the department of Nursing.~~ The

Director

Special Conference is to be used when previous attempts to resolve a situation have failed.

E. STRIKES AND VIOLATIONS

It is agreed that the Hospital and ~~its~~^{its'} employees are engaged in furnishing an essential public service which vitally affects the health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

change to
Its'

1. There shall be no strikes, slow-downs, lockouts, withholding of service, refusal to handle or care for any patient, walkouts, or other cessation of work, or other activities that may disturb or interfere with the welfare of patients during the term of this Agreement. The Association and its representatives will process grievances only through the Grievance Procedure provided for herein and will not call, participate in, encourage or condone any of the aforesaid types of work stoppages, while this Agreement remains in force. In the event of any such work stoppage, the Association and the officers of the Staff Council will take immediate steps to end such activity, and agree upon request of the Hospital to publish a statement to the employees involved directing them to cease such actions. The Hospital shall have the right to discipline or discharge any employee in violation of the above and the Association shall have recourse to the Grievance Procedure as to the alleged actions of such employees.

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disturb

2. In the event of a strike, the Hospital pledges to take whatever steps ~~necessary~~^{necessary} to ensure the safety of the lives and property of employees who report for work. These measures shall include, but not be limited to:

a) Adequate on-premises security at the entrances to the facility, parking lots, and hospital property.

b) Discipline and legal prosecution for any employee(s), former employees, or their supporters found responsible for acts resulting in property damage or acts of threatened/actual personal injury.

add a comma
c) Compensation for property damage on the hospital premises, however, will be the hospital's liability and responsibility to a sum not to exceed \$100.00 per incident.

d) Review by Administration on an individual basis of all cases of threatened or actual violence against working employees, and if justified, release from work for the duration of strike such employees desiring so, without loss of seniority or benefits.

ARTICLE V
Status

A. DEFINITIONS

*add all
word A
add word a.
professional*

1. A Registered Nurse is a nurse who has taken and passed a state exam of licensing and received a certificate of registration to practice as a registered nurse.

2. a. A Graduate Nurse is a graduate of a state approved program of ~~professional~~ nursing who has not passed the Michigan State Board examination, but who is practicing under a permit granted by the Board of Nursing. In no case shall a Graduate Nurse be employed in an RN position after notification of failure to pass the state board examination has been received.

b. No Graduate Nurse shall be assigned or permitted to sign a posting until state board examinations have been taken and successfully passed.

3. An out of state registered nurse is a nurse who has been duly licensed to practice as a registered nurse in another state. Such nurse must have a Michigan permit to practice and may be employed only as long as this permit is valid or she receives her Michigan license by passing the Michigan State Board Exam or is granted such license by endorsement.

B. NURSE STATUS

1. Full Time Nurse

The term full time means a registered nurse whose schedule consists of eighty (80) hours per pay period in a posted position. Registered Nurses will be required to work hours as specified on any posting signed by the nurse.

2. Part Time Nurse

The term part-time nurse means a registered nurse whose schedule consists of forty (40) hours per pay period in a posted schedule.

3. Relief Nurse

The term relief means a registered nurse who must be available a minimum of thirty-two (32) hours per posted schedule, if scheduled.

C. NURSE CHANGE OF STATUS

1. All nurses are subject to a change of status, e.g. from full time to part time or from part time to relief, if in the opinion of the Director of Nursing they are not satisfying the minimum requirements as set forth in Paragraph 3 above.

2. A nurse may by written request to the Director of Nursing ask for a change of status as defined above. Such request must be effective for not less than a three (3) month period. Such request will be honored within forty-three (43) days of receipt of written request.

D. PROBATIONARY EMPLOYEES

1. New employees shall be on a probationary status for a minimum of ninety (90) days, which may be extended upon the discretion of the Director of Nursing or her designee, but not to exceed six (6) months, except in no case will a probationary period end prior to one week following receipt of RN licensure. If such extension is necessary, the reason(s) will be given to the nurse in writing and notification of such extension to the Chairperson of the Staff Council. A written evaluation signed by evaluator and evaluatee, shall be done every thirty (30) days during probationary period. The probationary employee's signature shall not imply concurrence or nonconcurrence.

2. A probationary employee may be terminated from her employment within the first ninety (90) days without recourse to the grievance procedure and the Association shall not represent her or file a grievance on her behalf unless the termination is in violation of the law.

ARTICLE VI

Vacancies, Transfers, Promotions, New Positions

A. PERMANENT VACANCY

A permanent vacancy is a posted position vacated by a nurse in this bargaining unit due to transfer, termination, demotion, or unpaid leave of absence (over 90 days) or positions newly created by Nursing Administration. Any other vacancy shall be considered temporary and shall not be posted unless the parties agree it should be posted.

B. POSTING OF VACANCIES, ~~TRANSFERS, PROMOTIONS AND NEW POSITIONS~~

unit

Registered nurses employed by the Hospital will be permitted to indicate their desire to be considered for vacancies, promotions or newly created positions within the bargaining unit which the Hospital intends to fill in the following manner:

1. A notice will be posted on the bulletin board for a period of seven (7) days indicating the department, hours of work, and necessary qualifications. Interested employees may become applicants by signing their name to a duplicate posting which will be available in the Nursing Office. Promotions will be considered for nurses who demonstrate potential, ability, qualifications and experience. When all of these in the judgment of the Director of

Nursing are equal, then the nurse with the most seniority will be considered the candidate of choice.

2. A selection will be made within seven (7) days after the posting period unless Nursing Administration notifies Staff Council in writing when, why, and how much additional time is needed in the selection period. The nurse selected will be notified in writing of her selection and the effective day of the posting award and a notice to that effect will be posted for a period of five (5) days. A copy of signed postings shall be provided to the Vice-Chairperson of the Staff Council at that time. Any wage increase shall be paid when duties are assumed in the new position. A nurse who feels that she has not been given proper consideration may request a personal meeting with the Director of Nursing.

3. The nurse selected shall serve a thirty (30) calendar day trial period in the new position, during which she may be returned to her former position at her request or by the Director of Nursing. This trial period may be extended for one (1) additional thirty (30) day calendar period at the discretion of the Director of Nursing. The position shall be considered as being permanently filled upon completion of the trial period. Failure to complete the trial period will require reposting of the position within two (2) working days.

4. In the event there are no qualified applicants, or if no one signs the posting during the posting period, the posting shall remain on the bulletin board and may be permanently filled by:

- a. Awarding the position to any assigned RN on the payroll who desires it.
- b. Awarding the position to any unassigned RN on the payroll who has requested full time status and is interested in the position.
- c. Hiring a nurse from an outside source to fill the vacancy, provided that the hiring be done prior to the signing of the posting by an employee, and the new hire begins work no later than twenty-eight (28) days following the filling of the position.
- d. Any exceptions to the posting requirement shall be by written mutual agreement between the parties.

should be signing

5. A permanent position shall be posted within three (3) working days after written notice has been received that a vacancy will exist in that position.

C. TEMPORARY TRANSFER

When, at the request of the Hospital, a nurse is temporarily ^{assigned} for a period of one (1) shift or more, the duties and responsibilities of a position of a higher salary schedule, she will be paid the increment rate of the applicable higher salary schedule for those shifts she works. Position vacancies not filled after thirty (30) days shall be subject to review by the parties. A nurse asked to work in a lower paying position than the position for which she was scheduled will not receive a reduced wage rate. *should be*

Relief, part-time and full-time RNs with starred (*) positions, may be reassigned temporarily to cover vacant positions on any shift in any area where qualified to provide minimum staffing requirements. Such reassignments shall be in accordance with Article VII, D., and shall not exceed ninety (90) days unless the RN involved in such a transfer agrees to extend the time period. Relief and part-time nurses shall be used first to fill such vacancies, then the full time RNs with starred (*) positions. Reassignment shall be by seniority, that is, the nurse with the least seniority first.

ARTICLE VII
Hours of Work, Scheduling

A. HOURS OF WORK

A normal work ~~week~~ period shall consist of not less than eighty (80) straight time hours per full time employee, and shall begin with the first shift starting Sunday a.m. and ending with the last shift starting Saturday p.m., two (2) weeks later, except where otherwise stated. The normal work shift for all employees shall be eight (8) hours. Registered nurses will be scheduled no less than normal work shifts unless consent to do otherwise is obtained in advance of the posting of the schedule. *omit*

B. WORK SCHEDULE

1. A schedule consists of a twenty-eight (28) day period. Nursing Administration will approve and/or plan the nurses' work schedule for each four (4) week period and post by 3:00 p.m. on the fourth (4th) Monday of the current schedule and in the departments within twenty-four (24) hours. Registered nurses will not be scheduled for more than two (2) different shifts during the schedule, unless consent to do otherwise is received in advance.

2. It is agreed the schedule of the In-Service Instructor must remain flexible and she may be required to work more than one shift in a week or split an eight (8) hour shift into two (2) different time periods in a day. The In-Service Instructor may be assigned to general duty relief roles in the nursing areas that do not disrupt in-service or orientation programs. The schedule of the In-Service Instructor shall be subject to the approval of Nursing Administration.

3. Part-Time Scheduling

a. After each part-time nurse has been scheduled forty (40) hours per pay period, additional scheduled hours required for staffing shall be offered to part-time nurses who have requested additional hours in the request book each posted schedule in accordance with their seniority and ability to efficiently perform the required work.

add comma

b. Each part time nurse must work, if requested by the Hospital, a maximum of fifteen (15) days per year in addition to their part-time requirements. Additional time requested by the nurse, per the request book, would not count towards fulfilling this fifteen (15) day obligation.

c. If a part-time nurse is on forty (40) hours of paid time off during a pay period, she may be scheduled to work an additional sixteen (16) hours during that pay period, unless hours in excess of sixteen (16) are requested by the nurse.

omit

d. Each part-time registered nurse shall indicate in writing their desired shifts, with preference being given to the nurse with the greatest amount of seniority, except that they shall be subject to temporary reassignment as per Article VI, C., Temporary Transfer.

omit letter, s

e. A Part-time nurse must be available to work a minimum of three (3) units, consistent with the nurse's educational preparation and experience, and any shift subject to Article VII, B, 1. When necessary, proper orientation to these units will be provided. They shall be required to work full time for such orientation.

*omit - add comma
omit - add letter A*

4. Relief Scheduling

a. After each relief nurse has been scheduled thirty-two (32) hours per posted schedule, additional scheduled hours required for staffing may be offered to relief nurses who have requested additional hours in the request book each posted schedule, in accordance with their seniority and ability to efficiently perform the required work.

*add letter 1
should be ability*

b. Each relief nurse must work, if requested by the Hospital, a maximum of ten (10) days per year in addition to their relief requirements. Additional time requested by the nurse, per the request book, would not count towards fulfilling this ten (10) day obligation.

c. A relief nurse must be available to work a minimum of three (3) units, consistent with the nurse's educational preparation and experience, and any shift subject to Article VII, B, 1. Where necessary, proper orientation to these units will be provided. They shall be required to work full time for such orientation.

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d. Each nurse on relief status must work a minimum of four (4) days, including one (1) weekend as scheduled, if scheduled, and may be called and offered available work in addition to such scheduled days.

e. A relief nurse may elect to work her minimum requirements (4 days) on weekends only. Such agreement as to weekends must be reduced to writing. Once agreed, the nurse must work as agreed for a period of at least six (6) months unless changed by mutual consent.

f. Each relief nurse shall indicate in writing, their desired shifts, with preference being given to the nurse with the greatest amount of seniority, except that they shall be subject to temporary reassignment as per Article VI, C, Temporary Transfers.

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C. SCHEDULE REQUESTS

A request by a nurse regarding her next schedule will receive consideration by the Nursing Office provided that she submits her request by 3:00 p.m. of the second Friday of the current schedule. A request may include one weekend but must be limited to a total of four (4) working days. Approval for request days will be based on a first-come, first-serve basis as determined by the date such requests are signed in the Request Log Book, which is found in the Nursing Office. In the event requests for the same day for the same unit are entered on the same day, the nurse with the highest seniority will receive preference. A new Request Log Book will be available for the upcoming schedule period at the time of the posting of the new schedule. If a nurse requests more than the allotted number of request days, or more than ~~one~~ weekends, none of that nurse's requests shall be considered for that schedule.

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change to read two (2) weekend days omit letter d

D. SCHEDULE CHANGE

A nurse will not change shifts or schedules by "trading" with another nurse without the consent of Nursing Administration or, in their absence, the House Supervisor. An Exchange Request Form shall be completed for the processing of this request.

add comma

Nurses' scheduled hours of work will not be changed for the period covered by the posted schedule without the consent of the RN involved unless the RN agrees to such changes. The Nursing Office will make all reasonable attempts to notify the nurse by telephone at least two (2) hours prior to the start of her scheduled shift, should it be necessary to change her scheduled department of work. An RN shall not have her scheduled department of work changed without her consent if the RN filling her vacated position is qualified to perform the required work in the department in which the original vacancy has occurred.

E. TRANSFER FEE

RNs who are transferred after a schedule is posted from their scheduled position shall receive a \$4.00 transfer fee, provided such transfer exceeds two (2) hours.

F. CALL-IN

Any employee called within one-half hour of the shift starting time for the purpose of filling a temporary shift vacancy who arrives within an hour of the call shall receive eight (8) hours pay. An RN who is not scheduled for work, but who is called and reports for work will be provided a minimum of four (4) hours pay if no work is available, including applicable premiums.

G. WEEKEND OBLIGATIONS

1. Full time and part time nurses will be scheduled off two (2) weekends (Saturday and Sunday) of each four (4) weeks posted schedule, providing adequate coverage is available. Weekends shall be scheduled off immediately before, during and immediately after vacation (of five (5) days or more) unless requested otherwise by the nurse.

2. A relief nurse must work one (1) weekend (Saturday and Sunday) of each four (4) week schedule, if scheduled, and may work more with her consent.

3. For purposes of those nurses regularly scheduled on the 11-7 shift, the weekend commences at 11:00 p.m. Friday and ends at 11:00 p.m. Sunday.

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H. REST PERIOD

Employees scheduled to work an eight (8) hour shift will be provided with two (2) fifteen (15) minute rest periods during each eight (8) hour shift in addition to the paid lunch period of one-half (1/2) hour, however, employees are subject to call for emergencies.

I. LUNCH PERIOD

The presently scheduled eight (8) hour work day includes a paid lunch period of approximately one-half (1/2) hour.

ARTICLE VIII

Seniority, Layoff and Recall

A. SENIORITY

1. Seniority shall be defined as the total number of hours paid since most current date of hire. Such seniority shall be used only in the event of conflict in the selection of P.L. days, request days, vacation, for layoff and recall purposes, or vying for positions. The Personnel Office will prepare and post seniority lists

adds →

semi-annually on June 1 and December 1. It is understood that in the application of this provision the list will be updated to the end of the pay period prior to the above-mentioned dates; and the most current list as posted will be the determining factor in the areas of conflict mentioned above.

2. An employee who is hired as a Graduate Nurse after returning from a leave of absence from Alpena General Hospital for educational purposes will have her years of seniority at the time she started such leave counted toward the computation of vacation and longevity benefits as provided in this Agreement. In all other respects she would be treated as a new hire in regards to seniority as it is related to layoff and in vying for positions, vacation time off, personal leave days, request days and comp days. In no event shall employees lose previously accrued sick leave or pension benefits.

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3. An RN who leaves the MNA bargaining unit to accept a position in Nursing Administration at Alpena General Hospital, and at a later date re-enters the MNA bargaining unit without a break in service, shall have her years of seniority count toward the computation of vacation and longevity benefits as provided for in this Agreement. In all other respects she would be treated as a new hire in regards to seniority as it is related to layoff and vying for positions, vacation time off, personal leave days, request days, and comp days. In no event shall employees lose previously accrued sick leave or pension benefits.

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B. LAYOFF AND RECALL

1. In the event of a reduction in the operations of the Hospital, which necessitates a reduction in the professional nurse force, the Hospital shall give one (1) week written notice to the Chairperson of the Staff Council, except in case of labor disputes involving other employees of the Hospital for which (4) hours written notice shall be sufficient.

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nursing staff
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2. Full and part time nurses with the greatest seniority may take the layoff if they desire, provided the nurses remaining possess skills and abilities necessary to perform the work normally performed by the senior nurses taking such voluntary layoff. Such layoff shall extend for a period of sixty (60) days or the necessary length of the layoff, if sooner. After sixty (60) days, the senior nurse shall be returned to her position.

3. Should insufficient numbers of full and part-time nurses request voluntary layoff, probationary and relief employees shall be laid off in accordance with seniority.

4. If a further reduction in the work force is necessary, full and part-time nurses shall be laid off in accordance with seniority; that is, the nurse with the least seniority shall be laid off first, etc. In selection of nurses for layoff, the Hospital shall be obligated to retain those nurses with the greatest seniority, provided such nurses have the ability and qualifications to perform efficiently the remaining required work.

5. Notwithstanding any of the seniority rules contained herein, the Staff Council Chairperson and the Grievance Chairperson shall, during their terms of office, be the last persons laid off.

6. Recall shall be in the reverse order of the layoff, provided the recalled nurse has the ability to perform efficiently the required work.

ARTICLE IX Orientation

1. The Hospital agrees it will earnestly endeavor to provide all reasonable and necessary orientation to new employees which will include:

a. General orientation designed to familiarize the nurse with all hospital policies and procedures.

b. Through specific orientation to the particular unit or units to which it is contemplated the nurse will normally be assigned, including at least one week orientation on the 3-11 shift and at least one week orientation on the 11-7 shift.

c. Orienting employees should work only those hours scheduled for orientation and should not be assigned general duty responsibilities until adequate orientation has been completed. In no event should an orienting employee be assigned charge nurse or supervisory responsibilities until orientation is completed and in no case will a graduate nurse be assigned a position other than general duty until the probationary period is completed.

2. The Hospital will provide a meeting place where a staff Council representative may orient the newly hired RNs on the ~~Labor~~ Agreement. Such orientation is to be on off duty time for the MNA representative and the orienting R.N.(s).

ARTICLE X Evaluations

A nurse shall have a written evaluation annually. The employee's signature shall not imply concurrence or non-concurrence.

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ARTICLE XI
Discipline

The Hospital will establish and publish reasonable rules and regulations governing conduct of employees, as are necessary for the proper operation of the hospital, and the proper care of patients, and to impose corrective discipline for infraction of these rules and regulations. Discipline will be based on verbal warnings followed by a written warning before any penalty is assigned. Individual discipline penalties, including discharge, shall be for just cause and may become a subject for the grievance procedure.

1. It is the intent of the parties that if Administration requires a meeting with an employee for the primary purpose of determining whether the employee has violated established rules of conduct, Administration will first inform the employee of that fact and permit the employee the opportunity of having a member of the NCA Committee present; and where the employee expresses a desire for such representation, the meeting will not be held without the representative present.
2. If, during any routine or other type of non-disciplinary conferences or counseling sessions with an employee, Administration desires to commence questioning of the employee to determine if the employee has violated established rules of conduct, the employee shall have the opportunity to have a member of the NCA Committee present during such questioning.
3. An employee shall be entitled to have a member of the NCA Committee present at any interview with the employer when the employee has a reasonable basis to fear discipline may result from the interview ^{with} the employee. *change to with*
4. Individual discipline penalties imposed by the employer involving suspension or discharge shall be reported in writing to the Grievance Chairperson of the Staff Council within twenty-four (24) hours after determination of the penalty, giving the reason for such discharge or suspension, and the employer agrees to make all reasonable efforts to notify orally or per telephone a member of the NCA Committee of determination of such penalties.
5. Rules of conduct relating to the duties and responsibilities of employees represented by the Association have been made available by the Hospital to the Staff Council prior to the signing of this Agreement, and are mutually agreed upon. The Association may object to any rules and regulations it considers unreasonable or in conflict with other provisions of this Agreement; subject to the grievance procedure.

ARTICLE XII
Termination

1. At least two (2) weeks, but whenever possible, four (4) weeks, written notice of termination of employment shall be given by all registered nurses.
2. At least two (2) weeks written notice of termination of employment or pay in lieu thereof, shall be given to the nurse by the Hospital except for unusual circumstances where there is just cause of immediate termination.

ARTICLE XIII
Benefits

A. INSURANCE

1. Hospitalization, Medical Insurance

The Hospital shall make available to full-time and part-time nurses and pay the entire premium on the following Blue Cross-Blue Shield Plan: Comprehensive Hospital care, semi-private room, riders D45NM, XF; MVF-1, riders ML, FAE-RC, FC, SD, PPNV-1, VST, EF; Prescription Drug Group Benefit Certificate (\$2.00 Co-pay); Master Medical (Option IV). *Capital C*

2. Life Insurance

The Hospital shall provide a life insurance plan for full time nurses in the amount of \$15,000 and provide a life insurance plan for part time nurses in the amount of \$7,500 with the Hospital paying the full premium.

a. The Hospital shall provide a life insurance policy in the amount of 1/2 of the face value of the insurance in effect at the time of retirement for all nurses who retire and are immediately eligible to draw benefits from the pension program presently in effect.

b. Accidental Death & Dismemberment insurance will be provided in the amount of the employee's/retiree's straight life coverage until age 70.

3. Dental Insurance

The Hospital will put into effect the following dental insurance coverage: Travelers Insurance; Preventive Services 100%; General services 85%; Prosthetic Services 50% (with orthodontia separate maximum benefits of \$500.00 per life time). *Capital S* → *Capital O*

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The maximum benefit for each calendar year is \$1,000. This maximum applies separately to each insured family member. The plan also includes a one-time, lifetime \$50 deductible for all present and future employees, including family members. There is no deductible on preventive services only.

The Hospital will pay full premium for full time RNs. Part time RNs shall have the option of being included in this coverage. Part time nurses who have received pay for 1600 hours or more in a calendar year, shall have the entire premium paid for by the Hospital for the following year. Part time nurses who have received pay for less than 1600 hours, shall share equally with the Hospital in the cost of such insurance.

A rider to cover eligible unmarried children 19 years but under 25 years of age shall be included in dental insurance coverage.

The Hospital shall choose the Dental carrier, however, benefits will not be less than currently provided.

4. Continuation of Coverage

The Hospital will provide to nurses who are absent because of illness, accident, maternity, or who are laid off, an additional six (6) months coverage on their Blue Cross-Blue Shield insurance, Dental Insurance, and their Life Insurance.

Nurses absent due to a work related illness or injury and eligible to draw workers compensation benefits, shall have their Blue Cross-Blue Shield Insurance, Dental Insurance, and Life Insurance coverage provided for by the Hospital for the length of such absence.

add coverage

5. Medicare Premiums

All active employees and all employees retiring (as herein defined) after July 1, 1977 and who become eligible for Medicare shall have the Medicare premiums paid for by the Hospital. It shall be the responsibility of the active employee or retiree to notify the Hospital Personnel Office as to their eligibility. The Hospital shall not be liable for premiums until such notification is received.

Definition of Retired: For the purpose of this section, retirement shall be defined as any employee who terminates their employment at Alpena General Hospital or is disabled as per this Agreement, and upon termination or disablement is eligible to draw MERS benefits or Social Security benefits as a result of their contributions. Proof of such eligibility must be made to the Hospital Personnel Office within sixty (60) days of the employee's termination date.

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Hospital

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Such proof if under Social Security would be a copy of the award letter issued by the Social Security Office. However, at the time of termination, the employee must notify the Personnel Office of their intent to apply for Social Security Benefits.

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6. Liability Insurance

The Hospital shall put in force a liability coverage for all registered nurses working directly with patients and who may be subject to liability claims for incidents arising out of their Hospital employment. Such coverage, shall be no less than that currently in effect.

7. Sickness and Accident Insurance

The Hospital agrees to provide and pay for a Sickness and Accident (weekly income insurance) plan for all full and part-time employees incorporating the following benefits: beginning on the first day of disability due to accident and/or hospitalization and the fourth day of disability due to sickness. Benefit payable at the rate of 66 2/3% to a maximum of \$160.00 per week for full time and \$80.00 per week for part time up to a maximum of 26 weeks.

a. You must be under the care of a duly qualified physician or chiropractor if you are disabled because of sickness.

b. You are considered totally disabled if you are unable to perform the duties of your occupation.

c. Successive Absences - All an employee's absences will be considered as happening during one period of disability, regardless of any interruption in his insurance, except that:

1) An absence separated from the last preceding absence by at least two (2) consecutive weeks of active work on full time is considered as happening during a different period of disability.

2) An absence due to a cause different from and unrelated to the causes of all prior absences, and separated from the last prior absence by at least one day of active work on full time, is considered as happening during a different period of disability.

3) An absence due to a cause the same as, or related to, the cause of any prior absence will be considered as happening during a different period of disability only if both of the following tests are met:

a) The current absence is separated from the last previous absence by at least one day of active work on full time.

b) At least two (2) weeks of active work on full time have intervened between the current absence, and the last previous absence due to the same cause, or a cause related to the cause of the current absence.

d. Disabilities not covered are those resulting in injuries sustained while engaged in any occupation for remuneration or profit, or from disease for which Worker's Compensation or similar benefits are payable.

B. PENSION PROGRAM

omit No. 1 → 1. Each permanently employed registered professional nurse shall be a participant in the pension program as provided by the Hospital, and the Hospital shall provide each such employee with information regarding the pension program, its benefits, and the contributions made to it. Benefits under the current pension plan will be maintained at not less than present levels. Pension Program for employees in this unit will be Municipal Employees Retirement System Program C-1 with the waiver of Sec. 47F providing for no reduction in pension for those retirants less than 60, but at least 55 years of age, with 25 years or more of credited service becoming effective July 1, 1982.

C. VACATION

1. Vacation Year and Schedule

a. Definition:

The vacation year for employees covered by this Agreement is to be considered January 1 through December 31. Weeks with days in each two years shall be counted as being in that year which contains the most days of the week.

b. A probationary employee shall not be entitled to vacation during the probationary period. Upon satisfactory completion of the probationary period, she shall be credited with vacation accruals dating from the commencement of her current employment.

2. All nurses shall be eligible for vacation based upon seniority hours as of December 1 of the prior year and the number of paid days in the prior year according to the following schedule:

Up to 2080 seniority
hours

One day of vacation for each
26 paid days in prior years *eliminate
letter s*

2081	4160	25
4161	6240	17
6241	8320	16
8321	10,400	15
10,401	12,480	14
12,481	14,560	13
14,561	16,640	12.6
16,641	18,720	12.2
18,721	20,800	11.8
20,801	22,880	11.4
22,881	24,960	11.0
24,961	27,040	10.6
27,041	29,120	10.2
29,121	31,200	9.8
31,201	33,280	9.4
33,281	35,360	9.0
35,361	37,440	8.6

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Paid days shall be considered to be the total number of hours paid in the prior year divided by eight (8) hours. These paid days are then divided by the factor to determine vacation allowance and rounded to the nearest whole day, to a maximum of six weeks (30 vacation days).

3. Vacation selection:

So far as possible considering the needs of patient care, vacations will be scheduled at the convenience of the nurse. However, the Hospital reserves the right to approve individual vacation schedules in accordance with the Hospital's needs. If more than one person in the same unit requests vacation for an identical or overlapping period of time, and the granting of all such requests would jeopardize patient care in the reasonable opinion of the Hospital, as much of each vacation request as possible will be granted in accordance with specific rules governing each vacation period.

Vacation requests will be handled as follows, depending on what time of the year the nurse desires to have off:

New Nurse

a. May 15 - September 15

(1) Requests for vacation in this time period must be submitted before March 15. A vacation schedule will be prepared and posted by April 15.

(2) Vacation approvals for this period will be based upon seniority.

(3) No more than three weeks *omit* vacation will be granted for this time period unless there is no conflict with another nurse.

omit

- (4) No more than two weeks [←] vacation will be granted for this time period in consecutive years unless scheduling permits.
- (5) Vacation requested after March 15 for vacation in this prime time will be granted on a first come, first serve basis, and only if such request does not conflict with the vacation of another nurse regardless of seniority.

b. Weeks containing Thanksgiving, Christmas, or New Year's Day.

- (1) Requests for vacation containing these holidays may be submitted any time after January 1 each year.
- (2) Approval for weeks of vacation containing the above-mentioned holidays will be based on the date of request with the earliest request being approved first. If two or more requests are received on the same day, the nurse with the highest seniority will receive preference.
- (3) Vacations will not be granted for these time periods in consecutive years regardless of seniority unless scheduling permits and there is no conflict with another nurse.
- (4) Only one week of vacation which contains one of these holidays may be granted to a nurse unless scheduling permits and there is no conflict with another nurse.
- (5) Answers to requests for vacation containing these holidays will be received in writing no later than September 20.

c. All Other Times of the Year

- (1) Vacation requests for all other time not covered in paragraphs a and b above must be requested 45 days in advance of the posting of the schedule in which the vacation is to occur, and an answer will be received at least thirty (30) days prior to the posting of such schedule.
- (2) Approval for vacation in this period will be based on the earliest request unless requests are received on the same day in which case the nurse with the highest seniority will receive preference.

4. a. By September 1, all nurses will be notified as to the amount of unscheduled vacation time they have left on the

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books, and by September 15, all remaining unscheduled vacation time must be requested. Thereafter, remaining unrequested vacation time will be paid in full in the last pay check of the year. Such hours paid off in this manner shall count toward seniority hours, and advancement on the wage schedule.

b. Any such vacation time requested but not granted, may, at the nurse's option, be paid for in the last pay check of the year or be taken off before March 15 of the following year. Requests to take vacation time after January 1 but before March 15 must be requested in writing by the nurse.

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5. Employees may split ~~one (1) week~~ of their vacation into increments of one (1) full day. They must, however, meet the requirements of Article VII, Section C (Schedule Requests).

6. Vacations are not accumulative from year to year, and must be taken within twelve (12) months after the vacation is earned, unless specified elsewhere in the Agreement.

7. Employees who terminate or are terminated will receive all vacation pay accumulated to the date of termination. In case of death, the unused vacation will be paid to her estate.

8. If a nurse is on a sick leave prior to her scheduled vacation time and such sick leave extends through her scheduled vacation time, she shall be permitted to change such vacation time to a subsequent date which will not conflict with vacations scheduled by other employees, except that if this occurs at the end of a vacation year, the nurse may elect to be paid for vacation time in the last pay check of the year or be taken off before March 15 of the following year.

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9. Vacation pay shall be computed at the employee's regular ~~hourly~~ ^{straight time} rate without regard to premium pay or differentials.

~~10. All hours of pay for vacation time taken off will count toward the computation of overtime.~~

10. RNs shall be entitled to use up to five (5) vacation days per contract year for absences due to sickness or injury of the nurse or sickness or injury of the nurse's dependent child.

D. HOLIDAYS

The following holidays are recognized by the Alpena General Hospital:

- | | |
|-----------------------|------------------|
| New Year's Day | Labor Day |
| Washington's Birthday | Thanksgiving Day |
| Easter | Christmas Day |
| Memorial day | Nurse's Birthday |
| Independence Day | |

1. Eligibility

a. Each nurse must have worked her last scheduled working day prior to the holiday, and her next scheduled working day after the holiday; provided, however, that a nurse excused by the Hospital from work on one (1) or the other of these days, but not both, shall be deemed to have met the requirements of this paragraph.

b. Employees scheduled to report for work on a holiday, but who fail to report for and perform such work, shall not be entitled to any holiday pay or compensatory time off.

2. Holidays During Leave of Absence

Capital H
A nurse who is on an unpaid leave of absence (except Medical Leave of Absence) or layoff at the time a holiday occurs will not be paid for that holiday except that if she is on a layoff caused by a reduction in the hospital staff which commenced during the work week prior to or during the week in which the holiday occurs, she shall receive pay for the holiday.

A nurse who is on Medical Leave of Absence, including ~~Workman's~~ *worker's* Compensation, shall be entitled to holiday pay for any holidays which occur during the first ninety (90) days of such leave. *Change to*

3. Holiday Worked

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Those nurses who are required to work on the day designated as a holiday, shall be paid for two and one-half (2-1/2) times their regular straight time hourly rate for the hours actually worked. Full time nurses may, at their option, elect to receive time and one-half (1-1/2) for the holiday hours worked and accumulate compensatory time off. Such rate or option shall be in lieu of and not in addition to holiday pay for holidays not worked. When an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, she shall receive the balance of her eight (8) hours for hours not worked at her straight time hourly rate. A nurse who works a double shift on a holiday will be paid as follows: Payment for the first shift as provided for within this paragraph and payment for the second shift at double time and one-half (2 1/2).

4. Holidays Not Worked

a. A full time nurse who is not scheduled to work a designated holiday because the holiday falls on her regular day off may, at her option, elect to receive eight (8) hours regular pay at straight time or accumulate compensatory time off.

b. A part time RN who is not scheduled to work on a holiday shall receive holiday pay at her regular straight time rate for four (4) hours.

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hourly*

c. Relief nurses shall not be entitled to any holiday pay or compensatory time off for holidays not worked.

5. Compensatory Time

a. All compensatory time off must be used in the calendar year in which it is accumulated except Thanksgiving, Christmas, and Birthday which fall on or after Thanksgiving Day, which may be carried over to the following year.

*Nurse's
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b. All nurses will be notified by September 15 of the number of accumulated holidays remaining to be taken. By October 1 the nurse shall have requested all remaining holidays. Any such holidays requested but not granted may, at the nurse's option, be paid for in the last paycheck of the year or be taken off before March 15 of the following year. Any such holidays not requested by October 1 will be paid for in the last paycheck of the year, and shall count toward seniority hours and advancement on the wage scale, but shall not count toward the computation of overtime.

6. Holiday Hours Defined

a. For the purpose of determining payment for holiday hours, the twenty-four (24) hour holiday period will start at 11:00 p.m. the eve of the holiday.

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b. If a nurse's birthday falls on one of the above holidays, her next scheduled work day will be considered the holiday.

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E. LEAVES

1. Paid Leaves

a. Personal Paid Leave Days

A Personal Paid Leave Day Bank is hereby established for full time and part time Registered Nurses as of September 3, 1981, with a beginning balance, if applicable, transferred from the prior sick bank.

Prior to the effective date of the Sickness and Accident Plan, Registered Nurses having days in the Sick Bank may elect to transfer up to one (1) day to the Personal Paid Leave Day Bank.

At the time the Sickness and Accident Plan becomes effective, the sick bank will be frozen and all time in the bank will be

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paid to all Registered Nurses at their rate of pay at the time of pay off as follows:

30 days or less: December 1981

Greater than 30 days: June 1982

1) a. Effective 9/3/81, all current full time and part time nurses shall receive one (1) Personal Paid Leave Day for every 346.6 hours paid in the prior contract year, to a maximum of six (6) days. Such Personal Paid Leave Days shall be credited to the nurse's bank.

b. After 9/3/81, all full time and part time nurses with less than six (6) Personal Paid Leave Days shall be allowed to accrue one (1) Personal Paid Leave Day for every 346.6 hours paid to the maximum of six (6) days as stated above.

2) Effective 9/3/82, all full time and part time nurses shall receive one (1) Personal Paid Leave Day for every 260 hours paid to a maximum of eight (8) Personal Paid Leave Days. In no event may more than eight (8) Personal Paid Leave Days be earned in one (1) contract year.

3) Effective 9/3/82, the Personal Paid Leave Bank for any employee may not exceed eight (8) days. In the event that the bank does exceed eight (8) days for any employee by a full day, such employee will be paid for the day in the pay period following such accrual and the employee's bank will be reinstated to eight (8) Personal Paid Leave Days. Such hours shall be paid off at the employee's straight time hourly rate.

4) Personal Paid Leave Days will be granted in full day increments with at least 72 hours notice by the Registered Nurse to the Director of Nursing or her delegate. If the Hospital is able to cover the Personal Paid Leave Day with or without overtime, it will be granted. The Nursing Office will inform the Registered Nurse when the Personal Paid Leave Day is covered. If the Personal Paid Leave Day cannot be covered, the Nursing Office will inform the Registered Nurse 24 hours prior to the start of the requested shift. The 72 hour notice may be waived in the event of emergency.

5) The Registered Nurse must sign a "Statement of Request" for Personal Paid Leave Days pay, and such days will be deducted from her bank. Personal Paid Leave Days may be added to vacation.

6) Personal Paid Days may be used for absence due to sickness or injury of the employee or nurse's dependent child.

7) Any R.N. who terminates or retires shall be paid at her regular rate of pay for 100% of her unused Personal Paid Days.

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word
Leave

b. Bereavement

Bereavement leave is intended to maintain a particular level of income for each nurse and therefore will only apply to scheduled hours lost but will include applicable shift and weekend differentials. In the event of death among certain members of a full time nurse's family, a three (3) day leave of absence with pay shall be granted for the nurse's scheduled work days lost.

differentials

1) A full time nurse shall be granted three (3) working days off upon the occurrence of death of the following relatives:

- | | |
|-----------------|---------------|
| Wife or Husband | Child |
| Mother | Step-children |
| Mother-in-Law | Sister |
| Father | Brother |
| Father-in-Law | Grandchild |
| Step-parents | Grandparents |

2) A part-time nurse shall be granted two (2) working days off upon the occurrence of death of the relatives as defined in paragraph b-1 above.

(3) A full time nurse shall be granted one (1) working day off upon the occurrence of death of the following relatives:

- Sister-in-Law
- Brother-in-Law
- Son-in-Law
- Daughter-in-Law

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(4) Proof of death may be required by the Hospital. Such proof can be in the form of newspaper clippings, death certificate or obituary notice.

(5) Full time or part time employees may be granted additional travel time if needed without pay to attend such funerals as defined in this article.

(6) If an RN is on any paid time off when a death occurs, she shall be entitled to receive bereavement benefits provided above and allowed to return the paid days off, originally taken, to the bank.

c. Witness and Jury Duty Leave

A nurse who is summoned and reports for jury duty prescribed by applicable law, or who is summoned and reports for duty as a

witness in judicial proceedings relating to the employee's employment by the Hospital, shall be paid the difference between the jury duty or witness fee which she receives for such service at her regular rate of pay including applicable premiums and differentials, had she not been excused from work for such proceedings. Nurses working the night shift shall be excused from work for the night preceding the jury or witness duty, if scheduled to work. Mileage expense compensated to the employee from the court shall not be used in computing the difference.

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2. Unpaid Leaves

Unpaid leaves of absence may be requested in writing to the Personnel Office except in case of emergency, when a phone call to Nursing Administration must be made. A leave of absence form will be forwarded for consideration to Nursing Administration and written notice of approval or denial given to the requesting nurse. Vacations, holidays, sick leaves, and other fringe benefits will be retained during unpaid leaves of absence. Such leaves will not be considered an interruption of continuous service for the purpose of eligibility for benefits after return to work.

All nurses will be allowed to return to their original position following unpaid leaves provided such leave does not exceed ninety (90) days.

When an unpaid leave exceeds ninety (90) days, the nurse's position will not be held open for her. However, if she returns to work within the time limits as specified below, she will be assigned any available position as determined by the Hospital. If she does not return within the time limits specified below, her seniority will be terminated, unless the absence is due to injury or disease for which ~~Workmen's~~ Compensation is payable, in which case the position will be held open for up to twelve (12) months.

Workmen's

Hours of Seniority	Time Limit*
0 - 4,160	Six (6) months**
4,161 - 16,640	One (1) year
16,641 - +	Two (2) years

change to 2

*The exception to this provision is in Paragraph d, Military Leave of Absence.

**However, in no case shall an employee's seniority be protected for a length of time which exceeds the length of time she has been employed as an RN.

Capital H

a. Medical Leave of Absence:

A medical leave of absence shall be considered to be that period of time which an RN must have off for medical purposes following the expiration of the use of her accumulated sick days and at her option any accrued paid time off. A nurse must submit to the Director of Nursing a doctor's verification every thirty (30) days during such leave.

change to

b. Personal Leave of Absence:

Personal Leaves of absence without pay for reasons other than those specifically provided elsewhere in this Agreement but not for the purpose of looking for, seeking, or securing work elsewhere, may be granted by the Hospital for a period of thirty (30) days, and may be extended by mutual agreement between the nurse and Nursing Administration. The employee agrees when the leave is granted to keep the Hospital informed of any change in her status or conditions that caused the employee to request the leave. A nurse must use all accumulated vacation and holiday time prior to being granted a leave as described above.

c. Leave for Association Business:

Nurses who are elected or appointed by the Association for official Association business (excluding the NCA Committee per Article IV) that will require absence from work, shall be granted leaves of absence without pay and without loss of status or other benefits for the duration of the assignment.

omits

d. Military Leave of Absence:

(1) The Hospital abides by the provisions of the federal regulations regarding re-employment rights as stated in the Universal Military Training and Service Acts of 1940 and 1948, as amended, with respect to the re-employment rights of an employee, and to the granting of leaves of absence in accordance therewith.

adding

(2) Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service shall be offered re-employment 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 rate of pay for such work, provided she meets the following requirements:

colon

- (a) Has been honorably discharged;
- (b) Is physically able to do the work; and
- (c) 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.

F. EDUCATIONAL AND PROFESSIONAL DEVELOPMENT

omit color

made under heading →

1. Educational Leaves: The Registered Professional Nurse with seniority may apply for an educational leave subject to the following conditions:

a. An Educational Leave of Absence without pay may be granted by the hospital to any RN who desires to pursue a full time educational program designed to further the RN's nursing skills.

b. Educational Leaves of absence may be granted for a period of time in accordance with Article XIII E-2 (Hours of Seniority Scale) but shall not exceed two (2) years.

*E-2 -
omit -
add coming*

All accumulated vacation and holiday time will be paid off in accordance with the wage schedule during the pay period in which the ninety-first (91st) day of the Leave of Absence falls.

Upon the completion of each semester or term
c. ~~At six (6) month intervals from the date such leave is granted,~~ the RN must submit to Alpena General Hospital her most current grades along with a statement of continued intent to return to Alpena General Hospital upon completion of the leave. An RN who fails to meet these conditions shall be considered to have voluntarily terminated her employment.

*add
omit*

d. Upon the return of the RN from such leave, the RN will be offered reinstatement to her former job classification, if such position is currently available. If no such position is currently available, the RN may be reinstated to any RN position available and for which the RN is qualified.

2. Educational Courses

a. If an RN desires hospital financial assistance in order to continue her education at an accredited educational institution in the field of nursing or courses related to the field of nursing, she must submit, in advance of the time the course starts, written application to the Director of Nursing for approval of Administration.

b. The Hospital agrees, upon completion of the approved course and attainment of a grade of "C" or better to reimburse one-half (1/2) of the cost of tuition and required textbooks if the registered nurse has been employed at Alpena General Hospital for a period of less than one (1) year (and at least one (1) month beyond the probationary period) or if the registered nurse is employed on a part time basis.

c. The Hospital agrees, upon completion of the approved course and attainment of a grade of "C" or better, to reimburse the full cost of tuition and required textbooks if the Registered Nurse has been employed as a full time RN at Alpena General Hospital for a period of one (1) year or more.

sp. Hospital →

d. Nurses taking advantage of this provision shall agree in writing to remain in the employment of Alpena General Hospital for a period of at least one (1) year following the satisfactory completion of said courses. Should the nurse terminate employment before the agreed upon year has expired, she shall reimburse the Hospital on a prorata basis in proportion to the number of months in said one (1) year of service not completed for monies paid by the Hospital for tuition and required textbooks for said courses.

e. Classes should be scheduled during nonworking hours. If this is not possible, time taken for classes during regular working hours will be on a non-pay basis.

3. Continuing Education (Workshops and Conferences) The Hospital will encourage attendance at educational offerings and professional meetings sponsored by the Association or other professional associations or institutions where attendance is likely to increase the competency of a nurse in her professional capacity.

Hospital sp.

make under heading →

a. Nurses desiring to attend professional meetings and/or educational offerings shall submit requests in writing to the Assistant Director of Nursing. Nurses may be given time off without loss of pay to attend such meetings and in addition may be reimbursed for tuition and reasonable expenses as agreed to in advance.

for Staff Development

b. Equal opportunities will be afforded to all RNs regardless of shift or position.

4. Inservice Classes. Time spent in Inservice classes shall be considered time worked and paid accordingly.

make under heading →

G. HEALTH PROGRAM

1. Registered Professional Nurses, when first hired, and annually thereafter will be eligible for a medical examination as provided below.

6

note
 a. At the time of the nurse's physical, the Hospital will provide, at no cost to the employee, provided the work is done by the Hospital, a chest-x-ray, CBC, including differential, urinalysis, fasting or random blood sugar, Pap Smear (optional), and EKG (optional). *omit*

b. Other tests, vaccinations, immunizations and special examinations as may appear desirable or necessary for the protection of the employee and of hospital patients will be provided as in the past by the employee health service.

c. The nurse will be reimbursed up to ~~\$20.00~~ ^{25.00} effective 9/3/81, ~~30.00~~ ^{25.00} effective 9/3/82, and ~~35.00~~ ^{35.00} effective 9/3/83, upon presentation of a receipt for such services. *in bold type*
not bold

H. LONGEVITY

In recognition of five (5) years or more of continuous service as a nurse at Alpena General Hospital, a longevity benefit will be added to the annual pay for those earnings accrued through each fiscal year beginning July 1 and ending the following June 30. Such benefits will be paid in the following manner:

1. 2% of the annual pay based on the last complete fiscal year on the completion of five (5) continuous years of service.
2. 3% of the annual pay based on the last complete fiscal year on completion of ten (10) continuous years of service.
3. 4% of the annual pay based on the last complete fiscal year on completion of fifteen (15) continuous years of service.
4. 5% of the annual pay based on the last complete fiscal year on completion of twenty (20) continuous years of service.
5. Years in which an employee has been paid for 1000 hours will count as a year toward future accumulation for the purpose of longevity payment as long as there has been no interruption in service at Alpena General Hospital.
6. Only those employees who have received pay for 1000 hours or more in the preceding year will receive longevity payment.
7. Longevity payment will be received on approximately December 1 of each year.
8. To qualify for the December 1 payment, the necessary years must have been accumulated by the preceding July 1. In case the eligible employee leaves the service of the Hospital prior to December 1, the payment shall be included with the separation payment. An employee eligible for longevity who terminates her employment prior to July 1 shall be entitled to a prorated longevity payment with the separation payment.

ARTICLE XIV
Wages, Premiums and Overtime

WAGE SCHEDULE - Effective 8-30-81 and every 26 pay periods through August 1983

	Yr.	Start	E.O.P.	2080	4160	6240	8320	10400	12480	14560
GENERAL DUTY *	81	8.07	8.15	8.20	8.34	8.52	8.71	8.89		
	82	8.52	8.61	8.66	8.81	9.00	9.20	9.39	9.58	
	83	9.07	9.16	9.21	9.37	9.58	9.79	9.99	10.19	10.39
CHARGE	81	8.98		9.04	9.17	9.29	9.42	9.53		
	82	9.65		9.71	9.82	9.93	10.04	10.15	10.26	
	83	10.46		10.52	10.63	10.74	10.85	10.96	11.07	11.18
UNIT SUPER- VISOR **	81	9.62		9.68	9.81	9.93	10.06	10.18		
	82	10.33		10.39	10.50	10.61	10.72	10.83	10.94	
	83	11.25		11.31	11.42	11.53	11.64	11.75	11.86	11.97
HOUSE SUPER- SOR *	81	10.26		10.33	10.46	10.58	10.71	10.83		
	82	11.01		11.07	11.18	11.29	11.40	11.51	11.62	
	83	12.04		12.10	12.21	12.32	12.43	12.54	12.65	12.76

* U.R. Nurse

** Inservice Instructor; Infection Surveillance Coordinator, Quality Assurance Coordinator per Article XIV D2

*** Clinical Specialist

Payment of wages ← Change -38- plan
B. ~~SALARY SCHEDULE~~ ← Omit

1. Salaries for all nurses shall be paid in accordance with their permanent classification unless otherwise stated in this Agreement. Salaries shall be effective as specified in the Wage Schedule. The Wage Schedule establishes the hourly rate for all nurses exclusive of any premium rate for work on any shift Sunday through Saturday.

2. When a nurse takes paid time off, she shall be paid her classification rate. All fringe benefits shall be calculated on the basis of the nurse's permanent classification rate.

C. PREVIOUS EXPERIENCE

1. A general duty nurse employed by the Hospital with previous experience shall begin at the starting rate of the General Duty Classification until she has completed her probationary period and then the Hospital will evaluate her previous comparable experience and she shall be given credit in the General Duty Classification for up to half (1/2) of her prior six (6) years experience or its pro-rated equivalent. Such experience must have been gained in the ten (10) calendar years immediately prior to her date of hire.

2. Credit - For purposes of computing where a newly-hired nurse will be placed at the time of completion of her probationary period, those years of full time employment will count as 2080 hours and years of part time employment will count as 1040. The total of these hours will be used in the above computation.

3. A nurse hired in a classification other than General Duty shall be placed at the start rate of the appropriate classification.

D. ADVANCEMENT ON WAGE SCHEDULE

1. Advancement within each classification will be based upon the completion of 2080 paid hours within that classification.

2. An RN who advances to a new classification will receive the rate to which her accumulated hours in that classification entitle her. An RN who transfers to a lower classification will receive the rate all her seniority hours would entitle her according to the following schedule:

a. An RN who transfers to the general duty classification shall receive credit for all her seniority hours in determining the nurse's placement on the wage schedule.

b. An RN who transfers to a lower classification other than general duty shall receive credit for accumulated seniority hours as follows:

(1) From house supervisor, clinical specialist to unit supervisor (*), inservice instructor = credit for all house supervisor, unit supervisor (*), inservice instructor seniority hours in determining placement on the wage schedule.

(2) From house supervisor, clinical specialist to charge nurse = credit for all house supervisor, clinical specialist, unit supervisor (*), inservice instructor, charge nurse seniority hours in determining placement on the wage schedule.

(3) From unit supervisor (*), inservice instructor to charge nurse = credit for all unit supervisor (*), inservice instructor, charge nurse seniority hours in determining placement on the wage schedule.

*Includes nurses in the infection surveillance and quality assurance coordinator positions, except as provided in Letter of Understanding #2, in which case these employees will be treated as nurses with house supervisor classifications.

3. a. Nurses who are currently on part-time (excluding posted positions) or relief status and are classified outside the general duty classification, shall be paid the higher classification rate for all paid hours.

b. All paid time shall be recorded in the employee's permanent classification, and time paid in a higher classification shall also be recorded and accumulated in the higher classification.

c. For purposes of advancement on the ^{wage} salary schedule, the employer shall keep a dual seniority list for all employees who work in a higher classification outside their permanent classification.

change to wage

4. Part-time nurses shall be paid at the regular hourly rate of a full-time nurse employed in the same job position. They shall advance from the starting step on the salary scale on the basis of completing the same number of hours as required of a full-time nurse to advance to the next step on the salary scale. They shall be paid shift premiums, weekend premium and overtime pay on the same basis as full-time nurses for shifts or hours worked.

Changes to wage schedule

5. Relief RNs shall be paid at the regular hourly rate of a full-time nurse employed in the same job position. They shall advance from the starting step on the salary scale when they have worked the same number of hours as is required of a full-time nurse to advance to the next step on the salary scale. They shall be paid shift premiums, weekend premiums and overtime pay on the same basis as full-time nurses for shifts or hours worked.

the No. Seniority should not be limited

6. The Personnel Office will notify the RN, the Nursing Office, and the Payroll Department of all status or classification rate changes. Pay adjustments shall be made within two (2) weeks of the effective date of the change.

7. Computation will be made by the Personnel Department and RNs will have 15 days to question results. Thereafter, hours will be considered as complete and accurate.

E. TEMPORARY PERMIT

A nurse who is employed on a temporary permit pending Michigan registration shall work at the starting rate of the applicable salary schedule until fully registered at which time she will be placed on the appropriate step of the salary schedule.

change wage

F. EDUCATIONAL DIFFERENTIALS

A nurse who has a Baccalaureate Degree in Nursing shall receive an additional \$.45 per hour for all hours paid. A nurse who has a Masters Degree in Nursing shall receive an additional \$.23 per hour for all hours paid.

G. SHIFT DIFFERENTIAL

A nurse who works any shift for the period ~~(3-11)~~ or night shift ~~(11-7)~~ shall be paid a shift differential of \$.50 per hour worked.

hours from 3PM - 7AM

omit

H. WEEKEND PREMIUM (SAT. AND SUN.)

A nurse who works any shift for the period starting 11:00 p.m. Friday and ending 11:00 p.m. Sunday shall be paid, in addition to her regular salary and shift differentials, the sum of eight dollars (\$8.00) for each shift worked.

I. OVERTIME (EXCLUDING NURSES IN SURGERY)

1. If an employee has worked a full shift and works time in excess of the fifteen (15) minutes necessary for reporting patient condition, the nurse shall be paid time and one-half (1-1/2) a regular rate of pay for such excess time. Parts of hours so worked shall be paid on a pro-rated basis, that is, the employee shall be paid for 1/10th of an hour for each such full six (6) minutes period(s) worked.

2. Nurses asked to work overtime one (1) hour or more will not have the fifteen (15) minute report time deducted for purposes of computing overtime.

3. ~~There shall be no pyramiding of overtime premiums. If a nurse works hours which could be construed to fall within two overtime provisions of this Agreement, she shall be paid only the higher of the two (2) provisions.~~

omit

J. OVERTIME

For the purpose of computing overtime, eight (8) hours shall constitute a day's work. All time worked over eight (8) hours in any twenty-four (24) hour period, and all time worked over eighty (80) hours in a two (2) week pay period shall be paid at the rate of time and one-half (1-1/2); provided that overtime rates shall not be paid when more than eight (8) hours in twenty-four (24) are worked as a result of employees trading shifts for their own convenience except that whenever overtime is already scheduled the employee working the overtime shall be paid the overtime.

1. Hours worked on a day off (scheduled or unscheduled) shall count for the over eight (8) in a twenty-four (24) hour clause and also the over eighty (80) hours in a two (2) week pay period clause.

2. Hours worked on the 11th day in the two (2) week pay period which are over eight (8) in a twenty-four (24) hour period and over eighty (80) in the two (2) week pay period shall only be paid at time and one-half (1-1/2) except as provided in Article XIII, D, *← count* Holidays.

3. Hours worked over eight (8) in a twenty-four (24) hour period on a day of scheduled work do not count in computing bi-weekly overtime.

4. Scheduled hours and/or days lost because of paid vacation, continuing education programs, personal leave days, ~~sick days~~, funeral leave days, compensatory days, witness and jury duty leave, and Association representative ~~is~~ shall be counted as hours worked or ~~as days worked~~ (8) hours in computing daily and bi-weekly overtime, except as provided for elsewhere in this Agreement. *change ion*

K. SURGERY - ~~OVERTIME HOURS~~ *omit*

1. Surgery - ~~on call time~~ *omit*

On call:
a. Nurses in the Surgical Department who are assigned on call duty shall be paid at the rate of fifteen dollars (\$15.00) effective 9/3/81, twenty dollars (\$20.00) effective 9/3/82 and twenty-five dollars (\$25.00) effective 9/3/83 for each twenty-four (24) hours of on-call duty.

Call out:
b. When a nurse is called out for a period of less than two (2) hours, the difference between two (2) hours and the time worked shall be credited to the reserve fund. Time worked shall be counted in the computation of daily and bi-weekly overtime.

meal:
c. Any R.N. who is called in additional to her normal work day will be furnished a meal at the specified dollar amounts listed in Article XIV L.

2. Surgery Reserve Fund

a. A reserve fund shall be maintained for each nurse in Surgery who participates in regular on-call duty. All hours in the fund shall be straight time hours and accounting shall be made of all debits and credits. If a nurse accumulates credit for more than eighty (80) hours, she shall be paid for those hours over eighty (80) at her regular straight time rate.

*add
roughly*

- (1) Saturday and Sunday: Eight (8) credit hours.
- (2) Holiday on Call: Eight (8) hours paid at the rate of time and one-half (1-1/2) plus eight (8) credit hours.
- (3) Holiday off Call: Eight (8) hours paid at straight time.

b. ~~Surgical~~ Hours

*not limited
but colon*

Nurses who complete their duties in surgery and leave before completing eight (8) hours of work shall be paid for eight (8) hours of work and the hours not worked shall be deducted from the nurse's reserve fund.

c. ~~Termination~~

Any nurse who quits, is discharged, retires or ^{expires} dies, the credit hours in her fund shall be paid to her, or in the case of death to her heirs. In the event there is a deficit of hours in her reserve fund when she terminates, the nurse shall reimburse the Hospital for the deficit hours.

L. OVERTIME MEAL

An RN who works overtime which makes her shift ten (10) or more consecutive hours shall be entitled to receive a meal from the employee cafeteria with the Hospital's cost not to exceed two dollars-fifty cents (\$2.50) effective 9-3-81, three dollars (\$3.00) effective 9-3-82 and three dollars fifty cents (\$3.50) effective 9-3-83.

M. SHORTAGE OF WAGES

Should an employee believe that an incorrect payment of wages has been made, she shall discuss the problem with ~~the~~ Nursing Administration.

omit

If there is a pay shortage of \$10 or more, adjustment shall be made no later than the end of the third weekday following such determination if requested by the RN.

ARTICLE XV
Nurses' Code of Ethics

Should read eleven (11)

add the
for B.
add colon

A. It is assumed that each registered professional nurse will abide by such rules of professional conduct and for the orderly operation of the Hospital and care of the patients as are necessary.

B. The following ~~eleven~~ (11) paragraphs shall serve as a guide for professional conduct:

1. The nurse provides services with respect for the dignity of man, unrestricted by considerations of nationality, race, creed, color or status.
2. The nurse safeguards the individual's rights to privacy by judiciously protecting information of a confidential nature, sharing only that information relevant to his care.
3. The nurse maintains individual competence in nursing practice, recognizing and accepting responsibility for individual actions and judgments.
4. The nurse acts to safeguard the patient when his care and safety are affected by incompetent, unethical, or illegal conduct of any person.
5. The nurse uses individual competence as a criterion in accepting delegated responsibilities and assigning nursing activities to others.
6. The nurse participates in research activities when assured that the rights of individual subjects are protected.
7. The nurse participates in the efforts of the profession to define and upgrade standards of nursing practice and education.
8. The nurse works with members of health professions and other citizens in promoting efforts to meet health needs of the public.
9. The nurse refuses to give or imply endorsements to advertising, promotion or sales for commercial products, services or enterprises.
10. The nurse participates in the profession's effort to protect the public from misinformation and misrepresentation and to maintain the integrity of nursing.
11. The nurse collaborates with members of the health professions and other citizens in promoting community and national efforts to meet the health needs of the public.

ARTICLE XVI
Role of the Nurse

- A. The Hospital as a community institution and the Registered Professional Nurses as a professional group share the common goal and the common responsibility of providing to the citizens who require it nursing care which is both safe and adequate and to define and recognize the proper role of the Registered Professional Nurse in the operation of the Hospital.
- B. The Hospital recognizes that Registered Professional Nurses are responsible for the direct and/or indirect total nursing care of the patients assigned to them during their scheduled working hours. Modern facility nursing care which is consistent with current practice requires the direct assistance of various ancillary personnel and services to the nurses in order to provide adequate nursing care to patients.
- C. The parties agree that the nurses must and shall have authority commensurate with their responsibility for directing the work of the ancillary nursing personnel who are to be employed in a sufficient number so as to adequately assist with the various nursing functions and services on all shifts which are recognized and required as a part of total nursing care.
- D. The parties agree that certain required ancillary services are necessary for providing total patient care and are routinely assigned to other hospital employees. This statement of intent shall not be interpreted to excuse a registered nurse from performing such ancillary services when circumstances require it.
- E. The Hospital will make every reasonable effort to adopt suitable policies so that the nursing personnel can be fully utilized in providing nursing care.
- F. It is the Hospital's responsibility to provide adequate nursing and ancillary personnel on all shifts, seven (7) days a week, consistent with the Hospital's management practices, to fill vacancies as soon as possible in order to provide safe and adequate nursing care and to make maximum utilization of the training and competencies of all nursing personnel.

Should read XVII

ARTICLE XVII
Non-Discrimination

A. 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 registered professional nurse because of race, color, national origin, religious affiliation, sex, marital status, age, handicap, or membership or activity on behalf of the Association or participation in the grievance procedure.

B. The Association agrees that with regard to membership or Association activity it will not discriminate for any reasons set forth above.

C. Registered professional nurses, who are employed by the Hospital but excluded from the bargaining unit because of their management position, 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.

ARTICLE XVIII
Other Conditions

Should read XVIII

A. BOARD OF TRUSTEES MEETINGS

The Hospital as a courtesy shall notify the Chairperson and Recording Secretary of the Registered Nurses Staff Council of any changes in time and place of the regular scheduled meetings of the Board of Trustees.

B. AGREEMENT COPIES

The Hospital shall provide a copy of this Agreement for each nurse on the staff including any nurse who is employed by the Hospital during the term of this Agreement. Contract booklets with changes highlighted shall be available within sixty (60) days of the return of the signed agreement.

C. NATIONAL HEALTH PROGRAM

The Hospital agrees to meet with and discuss any effects to this unit which may be caused by the implementation of a national health program.

ARTICLE ~~XIX~~
Effect of Legislation

It is the belief of both parties to this Agreement that all provisions are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually sat-

isfactory replacement of such section. The Retention of Benefits Article shall apply to this Article.

ARTICLE XX
Retention of Benefits

Nothing in this Agreement or the execution thereof, shall operate to reduce rates of compensation, benefit, or practices now enjoyed by the nurses covered by this Agreement.

ARTICLE XXI
SUCCESSORS CLAUSE

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto.

ARTICLE XXII
Term of Agreement

This Agreement shall be in effect and become operative on the third day of September 1981, and shall continue in operation and effect until it expires at 11:59 p.m., September 2, 1984. If either party hereto desires to terminate, modify, or amend this Agreement, it shall, at least sixty (60) days prior to its expiration date, give notice in writing to the Hospital or to the Association, as the case may be, of its intention to modify or terminate this Agreement. If neither party shall give its intention to modify or terminate this Agreement as provided, the Agreement shall continue in operation and effect, subject to termination or modification thereafter by either party upon sixty (60) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed the above mentioned agreement this 31st day of August, 1981.

MICHIGAN NURSES ASSOCIATION

ALPENA GENERAL HOSPITAL

Karen Van Sickle R.N.
Karen VanSickle, R.N.

John A. McVeety
John A. McVeety

Don Wieschowski R.N.
Don Wieschowski, R.N.

Howard H. Heimke
Howard H. Heimke

Peggy Dutcher R.N.
Peggy Dutcher, R.N.

Geraldine M. Curley
Geraldine Curley

Jeanne Peplinski R.N.
Jeanne Peplinski, R.N.

Robert Jason
Robert Jason

Ann Stark R.N.
Ann Stark, R.N.

Randall Kandy Ward, Field Rep.
Randall Kandy Ward, Field Rep.

Master Contract
Rec'd 12/7/82

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Peggy Ditcher R.N.
Peggy Ditcher, R.N.

Geraldine M. Curley
Geraldine Curley

Joanne Peplinski R.N.
Joanne Peplinski, R.N.

Robert Jason
Robert Jason

Ann Stark R.N.
Ann Stark, R.N.

Randall Kandy Ward, Field Rep.
Randall Kandy Ward, Field Rep.