

6/5/90

AGREEMENT BETWEEN  
BARAGA COUNTY MEMORIAL HOSPITAL  
AND  
MICHIGAN HEALTH CARE ASSOCIATES, DISTRICT 1199M

AGREED TO FOR PERIOD OF  
June 6, 1988 through  
June 5, 1990

*Baraga County Memorial Hospital*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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## AGREEMENT

This Agreement, entered into this 6th day of June, 1988 by and between BARAGA COUNTY MEMORIAL HOSPITAL, 770 North Main Street, L'Anse, Michigan 49946, hereinafter referred to as the "Employer", or "Hospital" and the Michigan Health Care Associates, District 1199M, National Union of Hospital and Health Care Employees, 45559 Van Dyke - Utica, Michigan 48087, hereinafter referred to as the "Union".

## PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## ARTICLE I. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for permanent employees of the Employer included in the bargaining unit described below:

All Licensed Practical Nurses and Graduate Practical Nurses but excluding Supervisors and all other employees. The terms "employee" and "employees" as used herein shall refer to and include only those employees who are employed in the bargaining unit described in this section.

## ARTICLE II. HOSPITAL RIGHTS AND RESPONSIBILITIES

### Section A.

The Hospital Management has the sole and exclusive right to manage and operate its facility in the most efficient and economic manner, including but not limited to all operations, activities, and the direction of its working force of employees; with the right to hire, suspend, discipline, discharge, promote, demote, assign, transfer, layoff, recall, and relieve employees from duty; and to maintain discipline and efficiency among employees to decide the number of employees; to establish policies and procedures, to determine the type and scope of

services to be furnished to patients and the nature of the facilities to be operated consistent with State and Federal Regulations to establish schedules of operation; and to determine the methods, procedures, and means of providing services to patients. Management has the right to introduce new or improved working methods or facilities, or to subcontract work as required or deemed necessary. Management shall be reasonable in its application of these provisions.

Nothing in the above provision is intended to limit any other rights of the Hospital not specifically and expressly covered; provided that the exercise of the above rights, the Hospital shall not violate any provision of this Agreement.

#### Section B.

The Hospital shall have the right to promulgate and to enforce any rules and regulations which it considers necessary or advisable for the safe, effective, and efficient operation of the Hospital, so long as they are not inconsistent herewith; and any employee who violates or fails to comply therewith shall be subject to discipline or discharge, subject to the grievance procedure contained in this Agreements.

#### Section C.

The Union recognizes that volunteer organizations, individuals, and students on in-hospital training programs perform services in the Hospital which are a valuable and necessary contribution to the welfare of patients and to the operation of the Hospital. The Hospital shall continue to have the right to avail itself of all services of this nature, and neither the Union nor the employees shall interfere in any way with the activities or duties of any such persons.

### ARTICLE III. NO STRIKE CLAUSE

#### Section A.

No employee or employees shall either directly or indirectly take part in or cause or attempt to cause any strike of any sort whatsoever either complete or partial against the Hospital, furthermore, they shall not engage either directly or indirectly in any complete or partial stoppage of work, boycott, demonstration, picketing, refusal to do reasonably assigned work or interference of any sort whatsoever with any of the normal operations of the hospital or in any conduct which causes or results in such interference. Any employee who engages in any such prohibited conduct shall be subject to discipline or discharge. The grievance procedure set forth herein provides the sole remedy for the settlement of employee grievances.



Section B.

The Union agrees that neither it nor any of its representatives or members shall either directly or indirectly authorize, permit, assist, encourage, condone, defend or in any way participate in or lend support to any of the conduct which is prohibited by the section above, and the Union further agrees that it will use its best efforts to prevent any of such prohibited conduct.

Section C.

The Hospital shall not lock out its employees.

ARTICLE IV. UNION SECURITY

Section A.

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required as a condition of continued membership in the Union, or pay a service fee to the Union equal to dues uniformly charged for membership for the duration of this Agreement.

Section B.

Any individual who is a member of and adherent to teachings of a bonafide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such employees shall contribute to a non-religious charitable fund exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code, a sum equal in amount to the periodic dues and fees uniformly required as a condition of Union membership. Any employee making this contribution should provide proof of such contributions to the Union and Staff Council.

Section C.

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay the above referenced service fee or make the above referenced contribution for the duration of this Agreement on or before the tenth (10th) day after the thirtieth (30th) day following such effective date.

Section D.

Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of



continued employment to become members of the Union or pay the above referenced service fee or make the above referenced contribution for the duration of this Agreement on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the Unit.

#### Section E.

An employee who shall tender the initiation fee (if not already a Member) and the periodic dues uniformly required as a condition of acquiring membership or pay the above referenced service fee or make the above referenced contribution shall be deemed to meet the condition of this section.

#### Section F.

An employee shall be deemed to be a member of the Union within the meaning of this section if he/she is not more than sixty (60) days in arrears in payment of his/her membership dues.

#### Section G.

Any employee to who membership in the Union is denied or whose membership is terminated by the Union by reason of his/her failure to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership shall not be retained in the bargaining unit. No employee shall be terminated under this section, however, unless:

1. The Union first has notified him/her by letter addressed to him/her at the address last known to the Union concerning his/her delinquency in not tendering the initiation fee and periodic dues required under this section, and warning him/her that unless such fees and dues are tendered within seven (7) days he/she will be reported to the Hospital and termination from employment as provided herein;
2. The Union has furnished the Hospital with written proof that the foregoing procedure has been followed but the employee has not complied, and on this basis, the Union has requested in writing that he/she be discharged from employment in the bargaining unit.

#### Section H.

The Union agrees that neither it nor its members nor anyone acting on its or their behalf or with their consent or permission shall coerce, intimidate, or discriminate either for or any employee or employees with respect to their right to work or because of or in respect to membership or non-membership in the Union, and further agrees that there shall be no solicitation of employees for Union membership or dues during an employee's

working time.

Section I.

The Union agrees to hold the Hospital harmless in any action arising out of and pursuant to the provisions of this article.

ARTICLE V. UNION DUES OR SERVICE FEES

Section A.

The Employer will deduct from the pay of each employee who voluntarily authorizes such deduction, in the manner hereinafter prescribed, current monthly Union membership dues or service fees not including any special assessment or fines or other levies. Such deductions will be made from the first pay receivable by the employee during that month in which he/she has sufficient net earnings to cover such dues or fees, and they will be remitted by the Hospital to the Michigan Health Care Associates, District 1199M, National Union of Hospital and Health Care Employees, 45559 Van Dyke, Utica, Michigan 48087, not later than the twenty-fifth (25th) day of that month, along with a record of the names of the employees for whom deductions have been made; and the amounts thereof. A copy of the deduction list can be obtained by the Staff Council Chairperson by providing a written request and signing the receipt for the same. The Hospital shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made and, if for any reason, such an error or the like, it fails to make a deduction for any employee as above provided, it shall make that deduction from the employees next pay after the error has been called to its attention by the employee of the Union.

Section B.

The dues and fees shall be deducted in twelve (12) equal monthly installments with appropriate adjustments being made for any nurse who is on leave or layoff.

Section C.

The Employer will recognize only such authorization for payroll deductions as are signed by employees after the effective date of this Agreement on forms to be furnished by the Hospital.

Section D.

The Union shall, thirty (30) days in advance of the start of the calendar year, give written notification to the Employer of the amount of the dues and fees which are to be deducted. The deduction amounts for these dues shall not be subject to change during the entire calendar year except for one mid-year

adjustment upon the Union providing thirty (30) days notice of such change.

Section E.

The Employer shall be required to make dues and fees deductions only as long as it may legally do so. The Union will fully protect and render the Employer harmless against any liabilities for claims resulting from deduction of dues.

ARTICLE VI. EMPLOYEE REPRESENTATION

Section A.

The Licensed Practical Nurses Staff Council, composed of all employees covered by this Agreement, has been established to serve as the local function unit of the Union with regard to collective bargaining agreements which cover the members of this Council between the Union and the Employer.

Section B.

The Union shall certify to the Employer the names of the Officers (Chairman, Secretary, Treasurer) of this council and two (2) representatives chosen by the membership to act on their behalf. The Hospital shall not be obligated to meet with representatives other than those certified in writing by the Union to the Hospital.

Section C.

A grievance committee shall represent the employees in the grievance procedure as herein provided. This Committee shall be composed of the Staff Council Chairman and the above two (2) chosen representatives.

Section D.

A representative will be allowed to leave his/her regular job for the presentation of grievances in accordance with the Grievance Procedure hereof as soon as, in the opinion of his/her supervisor, he/she can be spared therefrom without interfering with the Hospital's normal operation and provided he/she first secures his/her supervisor's consent, which shall not be unreasonably withheld. If an employee wishes the presence of his/her representative for such purpose, the employee shall notify his/her own supervisor, who shall then notify the representative without unreasonable delay.

Section E.

The Hospital shall only pay or compensate Council Representatives in the investigation of grievances conducted during their

regularly scheduled working hours.

Section F.

Representatives of the Union or Council Representatives may only enter the Hospital where their presence is necessary and appropriate and provided such appointment has been cleared with the Administrator or his/her designated representative.

Section G.

Newly hired employees shall receive a Union membership orientation package at their time of hire. The Union orientation package shall include: a copy of this Agreement, a membership application, a payroll deduction authorization form, phone numbers and names of Staff Council representatives. Any other materials to be added to the Union orientation package must be reviewed and approved by the Hospital before being added.

Section H.

Employee representatives engaged in negotiations with the hospital shall be entitled to release time from duty with approval of the supervisor without loss of pay provided he/she immediately reports back to duty if needed.

ARTICLE VII. STATUS OF THE LICENSED PRACTICAL NURSE

The Licensed Practical Nurse is not only responsible for high quality nursing care under the direction of the licensed physician or a Registered Nurse, but also performs certain functions independently. For the assumption of these responsibilities and sharing of duties parallel to duties exercised by the Registered Nurse, the Licensed Practical Nurse shall be classified apart from non-licensed auxiliary nursing personnel, namely, nurse aides, orderlies and ward clerks. In assuming these responsibilities, the Licensed Practical Nurse shall not be required to be under the supervision or direction of such non-licensed auxiliary nursing personnel.

Section B.

A Licensed Practical Nurse, acting in an in-charge capacity, shall have the responsibility and authority for directing the work of the auxiliary personnel.

Section C.

The Employer will make every reasonable effort to operate so that Licensed Practical Nurses shall not be required to assume duties routinely performed by other departments.

Section D.

Adequate In-service and training sessions must be provided prior to assigning nursing duties or responsibilities not covered in the Licensed Practical Nurses formal training. Such In-service or training must be sufficient to impart the necessary skills for safe and effective patient care. No Licensed Practical Nurse shall be required to assume duties or responsibilities for which he/she is not qualified by education or training.

ARTICLE VIII. SPECIAL CONFERENCES

Section A.

Special conferences for important matters will be arranged between the Council Chairman and the Administrator or his/her designated representative upon the request of either party. Such meetings shall be between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for the time spent in such special conferences.

ARTICLE IX. GRIEVANCE PROCEDURE

Section A.

The parties hereto intend that the grievance procedure as set forth herein, shall serve as a means for the peaceful and equitable settlement of all disputes that may arise between them concerning the interpretation of application of this Agreement. No grievance shall be processed based on facts or events which have occurred prior to fifteen (15) working days before the grievance is filed in Step 1. Throughout this Article, working days will not include Saturdays, Sundays or holidays.

Section B.

A grievance under this contract is written dispute, a claim or complaint arising under this Agreement and is limited to matters of interpretation or application of this Agreement. It may be filed by an employee or group of employees in the bargaining unit.



### Section C.

Grievances shall be processed in the following manner:

Step 1. In the event a dispute or grievance arises under and during the term of this Agreement, the employee involved shall first take up the matter with his/her immediate supervisor. Upon request of the employee, the employee representative shall be permitted to take part in the discussion. The supervisor will consider and give an answer to the employee involved within five (5) working days.

Step 2. If a satisfactory adjustments not made of the grievance at Step 1, it shall, within five (5) working days of the answer in Step 1, be reduced to writing and signed by the employee and filed by the representative with the Department Head. A discussion will be held within ten (10) working days after the grievance is received by the Department Head. The Department Head shall answer the grievance in writing within five (5) working days after the discussion.

Step 3. If the grievance has not been adjusted in either Steps 1 or 2, the matter may be referred to the Administrator within five (5) working days after the written answer given in Step 2. A grievant shall upon request be entitled to have the Council Chairman and/or other representative of the Union present to assist in the adjustment of his/her grievance in this step. A discussion will be held within ten (10) working days after the grievance is received by the Administrator. The Administrator shall give his/her answer in writing to the grievance within five (5) working days after the discussion.

Step 4. If the grievance has not adjusted in Steps 1, 2, or 3, the matter may be referred to Hospital Board of Trustees Personnel committee within five (5) working days after the written answer given in Step 3. A grievant shall upon request be entitled to have the Council Chairman and a representative of the Michigan Health Care Associates present to assist in the adjustment of his/her grievance. The Hospital may have outside personnel present at this meeting. The Hospital shall give its answer in writing to the grievance within five (5) working days and shall send a copy to the representative of the Michigan Health Care Associates.

Step 5. Upon written notice of intention to arbitrate such written grievance, to be given by the employee or his/her representative to the Hospital Management within ten (10) working days after disposition at Step 4, the written grievance shall then be submitted to arbitration in accordance with and subject to the following rules and regulations.:

a. The parties shall promptly endeavor to agree in selection of

an arbitrator. If they have not so agreed within ten (10) working days after the submission to arbitration, the employee or his/her representative shall within the next ten (10) working days request the American Arbitration Association or Federal Mediation and Conciliation Service to cause the selection of an arbitrator to be made in accordance with its Voluntary Labor Arbitration Rules then obtaining.

b. The written grievance shall then be arbitrated by the arbitrator in accordance with such Voluntary Labor Arbitration Rules.

c. The jurisdiction of Arbitration hereunder shall be limited to grievances arising out of the interpretation or application of this Agreement, including any written amendments hereof or supplements hereto. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement, or of any written amendments hereof or supplements hereto, and shall only make a judgement based on the express terms of this Agreement. If the grievance concerns matters not so within the jurisdiction of Arbitration, it shall be returned to the parties without decision.

d. The decision of the arbitrator shall be final and binding on all parties, and they hereby agree to abide by same.

e. The arbitrator's fee and expenses and the Arbitration Association's charge shall be borne equally by both parties. The Hospital shall not be liable for the payment of wages to or the expenses or charges of any employee or representative of any employee or of the Union who participates in any way in such Arbitration. The Union shall not be liable for expenses incurred by the employer.

#### Section D.

The Hospital shall not be required to make any monetary or other adjustment on behalf of an employee for more than fifteen (15) working days prior to the date on which a grievance was filed in Step 1. In the case of a pay shortage, however, of which the employee could not have been aware before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay if the employee files his/her grievance within five (5) working days after receipt of such pay. All claims for back wages shall be limited to the amount of wages the employee otherwise would have earned less any unemployment compensation.

#### Section E.

1. When a seniority employee has been discharged or given a disciplinary layoff he/she will be given the opportunity, upon



his/her request, to confer with his/her representative in a place to be designated by the Hospital before he/she is required to leave the Hospital's premises except where immediate removal is necessary to maintain order. Within one (1) working day following the day of discharge, the Hospital will deliver a written notification, to the Council Chairman, or in his/her absence, the employee's representative and will mail a copy thereof to the employee at his/her last known address.

2. All grievances involving disciplinary layoff, suspension or discharge must be filed in writing with the Administrator within three (3) working days of the notice to the Council Chairman. Within three (3) working days after any such grievance is filed, or at such other time as may be agreed upon, a third step grievance meeting shall be held to adjust the grievance; if not satisfactorily adjusted at this meeting, the grievance shall be subject to further appeal as set forth in the grievance procedure.

#### Section F.

No grievance will be considered at any step unless it is filed and processed within the respective time limits and according to the procedure set forth in this Article; provided, however, that any of such time limits in any step, including the time limits within which the Hospital's answer to a grievance shall be given, may be extended by the written agreement of the parties. If the grievance is not advanced from one step to the next as specified, including any such written extension of time limit, it shall be considered to have been settled in accordance with the last disposition made by the Hospital. If the Hospital shall fail to answer a grievance within the time limits required for answer in any step of the grievance procedure the grievance shall be deemed to have been granted in accordance with the disposition requested by the Council. A grievance may be withdrawn at any step, except that it may not be withdrawn after it has been heard by an arbitrator, without the written consent of both parties. A grievance so withdrawn may not be reinstated or reinstated.

### ARTICLE X. SENIORITY

#### Section A.

Seniority shall be based on paid hours, (exclusive of premium) of service accumulated from an employee's most recent date of hire whether permanent full-time or permanent part-time.

#### Section B.

Seniority shall be applied as specified in this Agreement.

### Section C.

Seniority shall be first by classification and then hospital wide within the bargaining unit.

### Section D.

Except as set forth expressly in any other section of this article, an employee shall be entitled to exercise his/her seniority within his/her own classification first and then hospital wide within the bargaining unit. To exercise his/her seniority an employee must be qualified and capable of performing the work of the employee of which he/she is attempting to exercise his/her seniority over. Seniority shall apply only as provided for in this Agreement. Probationary periods as defined in Section I of this Article are not applicable to this section.

### Section E.

A new employee shall be a probationary employee for the first ninety (90) scheduled work days or six (6) calendar months of his/her employment; whichever comes first. The employee will be evaluated at thirty (30) day intervals for the first ninety (90) days. The Hospital shall have no responsibility for the re-employment of any person whose employment is terminated for any reason whatsoever before the expiration of his/her probationary period and if such person is subsequently rehired he/she shall start as a new employee and serve a full new probationary period. This provision shall not be used to prevent an employee from becoming a bargaining unit employee. Upon completion of the probation period, the employee shall be credited with their length of service and it shall be so entered on the seniority list.

### Section F.

All probationary employees shall participate in Hospital orientation and education programs designed to acquaint them with hospital procedures, job duties and responsibilities. Each LPN shall receive a copy of his/her job description at the time of hire, transfer, or promotion to another job assignment.

### Section G.

Except for temporary employees as set forth below, an employee shall be placed upon the seniority list upon satisfactory completion of his/her probationary period as of his/her date of hire.

### Section H.

An employee who is hired for only a limited period of time to

substitute for one or more permanent full-time or permanent part-time employees during their absence because of illness, or while on leave or vacation or for a job which is of limited duration and who is so informed at the time he/she is hired shall be considered a temporary employee. Temporary employment shall not continue for longer than three (3) months except by mutual agreement between the parties. If a temporary employee is hired for a permanent position during his/her temporary employment or at the end of his/her temporary employment, the employee shall receive credit for his/her period of temporary employment towards his/her probationary period for the permanent position. The temporary employee hired for a permanent position shall have his/her name placed on the seniority list as of his/her date of hire as a temporary employee upon completion of his/her probation. Upon completion of probation the employee shall also have his/her benefits as a permanent employee commencing from his/her date of hire as a temporary employee except for retirement, insurance, and holiday pay benefits. The Hospital shall have no responsibility for the re-employment of a temporary employee whose employment is terminated for any reason. The Hospital shall notify the Staff Council Chairperson of temporary employees hired.

#### Section I.

A permanent full-time employee is one whose regular scheduled work week is forty (40) hours or more. A permanent part-time employee is one whose regular scheduled work week is less than eighty (80) hours but at least forty (40) hours per pay period. An employee may not change from a permanent full-time status to a permanent part-time status or vice versa unless there is a posted opening, layoff, change in job or at the discretion of the employer.

#### Section J.

A call-in employee is a permanent employee who is not regularly scheduled and who averages less than forty (40) hours per pay period. A call-in employee works at the mutual accommodation of the Hospital and his/herself. A call-in employee shall receive all the benefits of a permanent part-time employee except for insurance benefits.

#### Section K.

If an employee with seniority in one classification is transferred to another classification, his/her seniority shall apply only in his/her former classification until he/she has worked thirty (30) scheduled work days in his/her new classification but be terminated in his/her former classification. During such thirty (30) scheduled work day period, the employee shall be considered to be on probation in

his/her new classification and if he/she is laid off therefrom he/she shall be entitled to exercise his/her seniority in his/her former classification.

#### Section L.

The Hospital shall prepare and maintain up-to-date seniority records semiannually. The Hospital will compile and post a list from its current records and will furnish two (2) copies of the same to the Staff Council Chairperson. The list shall include name, accumulated paid hours, job status (full-time, part-time, call-in) and classification. A copy will be forwarded to the Michigan Health Care Associates State Office if requested. The Hospital will notify the Staff Council Chairperson in writing of any changes in or additions to such lists monthly. The time limit for filing a grievance protesting removal from the seniority list shall not commence sooner than the notification to the Staff Council Chairperson.

The Staff Council Chairperson may request a list of employees by shifts from the Director of Nursing. It is recognized that the listed shift shall not be an absolute guarantee to the employee of work only on his/her listed shift.

#### Section M.

The Director of Nursing or his/her designee may solicit volunteers for short-term layoffs of a week or less. Any nurse who volunteers for a short-term layoff shall have his/her benefits maintained and he/she shall continue to accrue benefits based upon his/her regularly scheduled hours they would have worked if not for the voluntary layoff. The solicitation may occur within twenty-four hours in advance of the voluntary layoff but not less than two (2) hours prior to the start of the employee's scheduled shift.

In the event of a reduction of force in a classification, temporary and probationary employees will be laid off before regular employees. In the event a further reduction is necessary, employees shall be laid off in the reverse order of their seniority, provided, however, that employees desiring to exercise their seniority must meet minimum job qualifications and be capable of doing the available work as scheduled of the employees they displace.

A seniority employee who is displaced may exercise his/her seniority to displace another employee within the bargaining unit, provided he/she is qualified and capable of performing the work of the employee he/she is displacing. Probationary periods as defined in this Article are not applicable to this Section. In the event of an increase in force, the reverse procedure to the above shall be followed. In the event of an emergency

situation where seniority employees are not immediately available pursuant to the time periods herein below indicate, less senior or call-in employees may be called in to perform such job duties until such time as said seniority employees are available.

In the event of employee layoffs, the Hospital will revise the work schedule to allow shift preference by seniority if possible. Rescheduling by shift preference will be done by having each employee provide a list of his/her shift preferences to the Director of Nursing. Should problems arise in the rescheduling, special conferences may be held.

#### Section N.

The Hospital shall give written notice to the Staff Council Chairman, five (5) days in advance of the layoff, unless the layoff is caused by unforeseen circumstances beyond the control of the Hospital. Notice of recall shall be by certified mail to the employee at his/her last address as shown on the Hospital's records. The Hospital shall also notify the Staff Council Chairperson of employees recalled from layoff.

#### Section O.

The Hospital agrees to guarantee ten (10) positions of four (4) days per week and ten (10) positions of three (3) days per week. It is further understood that the Hospital shall have the right to reduce these positions in the event of closure of the Long Term Care Unit, ER/OR, or the Facility.

#### Section P.

An employee shall lose his/her seniority and his/her name shall be removed from the Hospital's payroll in any of the following events:

1. If he or she quits.
2. If he or she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
3. If he or she is absent from work for three (3) consecutive working days without notifying the Hospital unless failure to notify within three (3) working days is due to circumstances beyond the control of the employee;
4. If he or she is absent from work for three (3) consecutive working days without justifiable reason;
5. If he or she fails to return to work upon recall within three (3) consecutive working days of recall, unless the employee notifies the Hospital, within such three (3) day period that he or she is employed elsewhere and wishes to return, in which case the employee shall be allowed an additional seven (7) consecutive working days to return;



6. If he or she obtains a leave of absence under false pretenses;
7. If he or she fails to return from a Leave of Absence on its termination date unless failure to return is due to circumstances beyond the control of the employee.
8. If he or she is laid off for a continuous period of more than eighteen (18) months;
9. If he or she retires or is retired under the terms of any retirement plan of the Hospital.

## ARTICLE XI. JOB POSTING

### Section A.

Notice of a vacancy caused by the termination of employment (i. e., by reason of death, quit, discharge or retirement) of a seniority employee and of a vacancy caused by the establishment of additional bargaining unit positions shall be posted for seven (7) calendar days. The Hospital shall continue to post vacancies that open up due to promotions and transfers of employees. During such seven (7) calendar days, any Licensed Practical Nurse who possesses the required qualifications may apply for transfer to fill such vacancy, by signing bid sheet in the Administrator's Office. During such seven (7) day period, the Hospital may temporarily fill such vacancy, if necessary.

### Section B.

The vacancy shall be awarded to the employee having the most qualifications based on education, experience and ability. In the event two or more applicants have equal qualifications, the vacancy shall be awarded to the applicant with the greatest seniority. Transfer to the new position will be made effective two (2) weeks following the selection of the employee unless a shorter or longer time is agreed to.

### Section C.

During the first thirty (30) days after an applicant fills a vacancy he/she may be returned to his/her former position if he/she so requests it or if the Hospital feels his/her performance does not meet the standards expected of the position.

## ARTICLE XII. UNPAID LEAVES OF ABSENCE

### Section A.

Provided operational requirements permit, a Leave of Absence for up to but not to exceed a period of six (6) months may be granted, at the Hospital's discretion, to any non-probationary employee for:

1. Serving in an elected or appointed position, public or Union.
2. Prolonged illness of employee's spouse or child.

Such leave may be extended for like cause, by mutual agreement between the parties. No leave shall be granted to any employee for a period greater than one (1) year under this section.

#### Section B.

Provided operational requirements permit, a Leave of Absence for up to but not to exceed a period of six (6) months may be granted, at the Hospital's discretion, to any non-probationary employee for education. Such leave may be extended for like cause, by mutual agreement between the parties. No leave shall be granted to any employee for a peirod greater than two (2) years under this section.

#### Section C.

A Leave of Absence for up to but not to exceed a peirod of six (6) months shall be granted to any non-probationary employee for illness or injury (physical or mental) or pregnancy and is unable to work. Such request must be supported by satisfactory evidence upon request. Such leave may be extended for like cause, by mutual agreement between the parties. No leave shall be granted to any employee for a period greater than one (1) year under this section.

#### Section D.

Members of the Union selected to attend a function of the Union shall be allowed time off without pay to attend, provided their services can be spared.

#### Section E.

Provided operational requirements permit, a Leave of Absence may be granted at the Hospital's discretion to a non-probationary employee for personal reasons up to a maximum of thirty (30) calendar days. Under this section no employee shall be eligible for more than thirty (30) calendar days leave during any calendar year of employment.

#### Section F.

The Hospital agrees to abide by applicable laws with respect to leaves of absence due to military service, including National Guard duty.



#### Section G.

The period of leave time that may be granted to a permanent part-time employee under Sections A, B, C, D or E of this Article will be based on a pro-ration of hours paid since most recent date of hire, to full-time equivalent to leave time allowed under the respective section.

#### Section H.

Re-employment after termination of any leave cannot be guaranteed. An employee's seniority shall be frozen while on any leave of absence granted by the provisions of this Agreement, and he/she shall be returned to the position he/she left, if that position is still being staffed by the Hospital. Employees eligible to be off longer than one (1) year shall be returned to the first vacant position for which they are qualified and have the ability to perform otherwise they shall be placed at the bottom of the lay-off list.

#### Section I.

If an employee fails to report for work promptly upon the termination of his/her leave of absence, he/she shall be considered as having quit voluntarily. No employee shall be entitled to return to work before the expiration of his/her leave unless the Hospital consents to his/her early return. No employee shall be paid for any leave of absence except as provided within this Agreement.

#### Section J.

Request for a leave shall be made in writing, signed by the employee submitted to his/her immediate supervisor at least thirty (30) calendar days prior to the requested date for leave except in the case of an emergency and shall state the reasons for the request. Leave of Absence, if granted, shall be in writing and require the signed approval of the employee's Department Head and the Assistant Administrator for Human Resources. A copy shall be given to the employee, Staff Council Chairperson and the Hospital shall retain a copy.

#### Section K.

Upon his/her return to work from a Leave of Absence, the employee may be required to furnish the Hospital with acceptable proof of his/her fitness for work. The Hospital shall have the right to have an employee examined by a physician or physicians of the Hospital's choice in connection with determining eligibility for a leave of absence or fitness for work. If a dispute exists the employee may have an examination by a physician of his/her own choice. If a dispute continues the employer's physician and the

employee's physician shall agree upon a third doctor whose decision shall be final and binding upon the parties.

#### Section L.

Unless otherwise required by law, time absent on any leave shall not count toward an employee's seniority, nor toward automatic progression from one step to the next in the wage scale, nor toward the time he/she is considered to be upon probation upon a transfer, nor in the computation of any other benefits of employment which are either wholly or partially based upon time actually worked by an employee.

#### Section M.

No leave may be used to obtain employment elsewhere unless mutually agreed upon by both parties.

#### Section N.

Employees on Unpaid Leaves of Absence can be carried on the Hospital's group policy for up to twelve (12) months after the leave begins. The employee must pay the full cost of the health insurance during this time. After twelve (12) months of leave of absence, all employees must pay their own premiums directly to the company.

### ARTICLE XIII. PAID LEAVES OF ABSENCE

#### Section A.

Any employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight time hourly rate, exclusive of premium and the daily jury fee paid by the court. In order to receive payment an employee must furnish satisfactory evidence that jury duty was performed on the days for which he/she claims payment and report to work if released from jury duty during his/her regular scheduled shift. Compensation as set forth above shall be paid to an employee who is subpoenaed as a witness in a case in which the employee is not a party.

For employees working the midnight shift (11 p.m. - 7 a.m.) who are called for jury duty, the Hospital shall provide a written letter to the Court requesting they be excused from jury duty due to business necessity.

#### Section B.

Leaves of absence with pay for up to two (2) days shall be

granted an employee for scheduled work days in the event of death in his/her immediate family. For purposes of this Agreement, immediate family shall be defined as: husband, wife, father, mother, guardian, brother, sister, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandson and granddaughter. Upon approval employees may use vacation days, paid personal leave days or unpaid personal leave days where extra time is needed up to a maximum of five (5) days. Vacation days, paid personal leave days or unpaid personal leave days approved and used under this Article shall be deducted from the employee's annual vacation or paid personal leave day or unpaid personal leave day allowance.

Bereavement leave may extend one (1) day beyond the burial date, or longer upon approval.

#### Section C.

Paid sick leave will be allowed in accordance with Article XIV.

#### Section D.

All permanent full-time Licensed Practical Nurses who have completed their probationary period prior to October 1st shall receive one (1) paid leave day per the hospital's fiscal year, October 1st to September 30th. Seven days notice shall be given to the employee's supervisor of an employee's intention to take the personal leave day except in case of emergency to be determined by the supervisor. The personal leave day may not be accumulated from year to year; nor will payment be made in lieu of time off.

### ARTICLE XIV. PAID LEAVE

#### Section A.

Paid leave may be used for the following:

1. Vacation
2. Illness/injury to the employee
3. Personal business

#### Section B.

Use of Paid Leave for vacation:

1. Employees shall submit their request for vacation dates and the Hospital shall answer the request within a reasonable time. In the event two or more employees request the same vacation dates and all cannot be accommodated, the vacation request of the most senior employee(s) shall be honored.
2. Employees shall notify the Hospital as soon as possible when

they are required to be absent due to illness or injury but not later than two (2) hours prior to the start of the shift. Pay for sick time shall not be granted to an employee who fails to give proper notice, except for hardship with good cause being shown.

3. Employees shall give seven (7) days notice to the employees supervisor of an employees intention to take a personal leave day, except in the case of hardship with good cause being shown by the employee.
4. Employees shall not be required to find their own replacement when taking leave.

#### Section C.

Permanent full-time and permanent part-time employees shall earn Paid Leave benefits in the following manner:

After one (1) cal. yr.	1 day (8 hr.) per	90. 43 pd. hrs.
After three (3) cal. yrs.	1 day (8 hr.) per	83. 20 pd. hrs.
After seven (7) cal. yrs.	1 day (8 hr.) per	77. 04 pd. hrs.
After thirteen (13) cal. yrs.	1 day (8 hr.) per	69. 33 pd. hrs.
After eighteen (18) cal. yrs.	1 day (8 hr.) per	65. 00 pd. hrs.
After twentyfive (25) cal.yrs.	1 day (8 hr.) per	59. 43 pd. hrs.

After six (6) calendar months of employment a Licensed Practical Nurse may take one half (1/2) Paid Leave earned during the first six (6) calendar months of employment. This only applies during the first year of employment.

#### Section D.

All paid leave benefits will be computed based on hours paid per pay period and not an employee's anniversary date.

#### Section E.

Paid leave shall be paid at the employee's current straight time hourly rate exclusive of any premiums.

#### Section F.

When a holiday falls within an employee's paid leave off time the employee shall not be charged for a day of paid leave time.

#### Section G.

Upon approval of the Administrator employees may have the option of receiving paid leave pay and working in lieu of taking paid leave time away from work.

#### Section H.

In case of death, or termination in good standing and provided at least two weeks notice is given by an employee to the employer, less than two weeks notice may be accepted by the employer in cases of hardship with good cause being shown, all earned paid leave benefits shall be paid to the employee or his/her estate.

#### Section I.

Seniority shall accumulate while on paid leave and such days shall be considered as a day worked.

#### Section J.

A maximum of sixty (60) days may be accumulated as of an employee's anniversary date. Annual leave days accumulated in excess of 60 days may be carried over for a maximum of 30 calendar days beyond the anniversary date, then they are lost. As of June 6, 1988, a conversion side bank will be established for each employee and comprise the following:

1. Paid Leave days in excess of sixty (60).
2. Based on the following formula any excess days:

The formula for the conversion side bank will be the following: The sixty (60) paid leave days minus current accrual equals days kept in the employee's paid leave bank, any excess days will be placed in the conversion side bank. these days will be frozen and will not accumulate.

An employee will have the opportunity to deplete the conversion side bank over the next five (5) years. At the end of this period of time, all unused days will be lost. In addition, employees have access to current paid leave bank for additional paid leave days.

#### Section K.

No allowance will be made for sickness or other incapacity during vacations. In the event a death occurs in the employee's immediate family while the employee is on Paid Leave (for vacation purposes), bereavement leave days will be exchanged for Paid Leave Days.

### ARTICLE XV. HEALTH PROGRAM

#### Section A.

Each employee agrees to have an annual physical examination of which is provided by the Hospital at no charge to the employee and shall include:

1. Chest X-Ray
2. VDRL (Upon employment only)
3. Urinalysis
4. WBC
5. Rubella Titer (Upon employment only)
6. Mantoux
7. Nose and Throat culture
8. Pap Smear (to be provided at the discretion of physician)

The above listed tests are the maximum tests to be performed at hospital expense and will only be performed at hospital expense if done at Baraga County Memorial Hospital.

#### Section B.

Each employee must complete his/her annual physical examination within thirty (30) days after his/her birthday or be subject to disciplinary action.

#### Section C.

Each employee may elect to have the annual physical examination performed by his/her own physician at hospital expense, and the results will be sent to the employer. If the employer's physician is used, the results of the examination will be sent to the employee's physician upon request. The amount paid by Baraga County Memorial Hospital to an employee's private physician for the annual physical is limited to the amount normally charged by Baraga County Memorial Hospital staff physicians.

#### Section D.

Should the annual physical examination results produce evidence of medical problem(s) the employee at his/her own expense may seek medical care.

#### Section E.

Immunizations as determined by the Medical Staff to be desirable for the protection of the employees and patients will be provided at no charge to the employee.

#### Section F.

Workers' Compensation Insurance will be maintained in accordance with applicable laws for the protection of employees injured on the job.



ARTICLE XVI. HOLIDAYS

Section A.

The following shall be official paid holidays for all full-time Licensed Practical Nurses:

New Year's Eve or New Year's Day	Labor Day
Memorial Day	Thanksgiving
Independence Day	Christmas Eve or
Birthday	Christmas Day

The holiday shift shall be for the shift beginning at 11 p.m. on eve of the Holiday to 11 p.m. the day of the Holiday. (In no event shall an employee be paid for more than one (1) day of holiday pay.)

Section B.

All Licensed Practical Nurses shall be expected to work on holidays equally and/or as necessary and shall be paid at one and one half (1 1/2) times his/her straight time hourly rate for all hours worked, in addition to eight (8) hours pay. The employer may, at its option, give a day off with pay in lieu of holiday pay.

Section C.

In order to qualify for holiday pay, when not scheduled to work the holiday, an employee must be on full-time status, not be on leave, work his/her last scheduled working day preceding the holiday and his/her next scheduled working day following the holiday unless he/she is on an approved vacation. An employee scheduled to work on a holiday and who fails to report for work and whose absence is not authorized, shall forfeit pay for that holiday.

Section D.

Any employee whose birthday falls on the same day as another paid holiday under the contract shall be allowed another day during the same pay period to be considered as his/her birthday. The day shall be designated by mutual agreement prior to the posting of the work schedule covering that period.

ARTICLE XVII. INSURANCE

Section A.

The Employer agrees to provide and pay for a term life insurance policy in the principal amount of \$5,000 for death and an additional \$5,000 for accidental death and \$5,000 for



dismemberment for each employee who is regularly scheduled to work 32 hours or more per week. Further, the employer agrees to provide a term life insurance in the principal amount of \$1,500 for death and an additional \$1,500 for accidental death and \$1,500 for dismemberment for each employee who is regularly scheduled to work less than 32 hours per week. Employees shall, upon leaving employment, have the right to convert this policy, according to the provisions of the policy to an individual policy if they so desire. The Hospital will pay 100% of the cost of the policy for eligible employees while employed at Baraga County Memorial Hospital.

#### Section B.

The Employer agrees to provide hospitalization benefits including the M. L. Rider and Master Medical for all eligible Licensed Practical Nurses and their dependents. The Hospital will pay one hundred (100%) percent of the single subscriber rate and one hundred (100%) percent of the family rate for eligible Licensed Practical Nurses while employed thirty-two (32) hours or more per week at Baraga County Memorial Hospital.

The Hospital will add Blue Cross Blue Shield Dental Comprehensive Basic Plan Coverage. The Hospital will pay 100% of the single subscriber rate and 100% of the family rate for eligible employees employed 32 hours or more per week at Baraga County Memorial Hospital.

Any employee working 32 hours per week or more who elects not to carry the hospital health insurance plan will be paid an annual stipend of \$600. Employees choosing this option would still be eligible to elect the free-standing dental plan if they are not covered for dental services under another plan.

### ARTICLE XVIII. EDUCATION REFUND PROGRAM

#### Section A.

The parties recognize that because of the rapid growth of the total "health industry" and the increasing rate of technological change, that it is most desirable that all Licensed Practical Nurses be encouraged by their employer to maintain and improve their efficiency through continued learning.

#### Section B.

Refunds may be made for job related courses, workshops, or seminars which the hospital feels will aid or upgrade the Licensed Practical Nurse in the performance of his/her duties.

### Section C.

All Licensed Practical Nurses related in-service training programs shall be open to all Licensed Practical Nurses wishing to attend.

Licensed Practical Nurses attending in-service programs shall be paid at their straight time rate for time in attendance. Time in attendance of such in-service programs will not be included as hours worked for computation of overtime. The hospital will attempt to schedule such in-service programs at times convenient for all LPN's from all shifts to attend. The hospital will attempt to provide relief for nurses on duty to attend such in-service programs.

### Section D.

The following requirements must be met in order for a Licensed Practical Nurse to qualify for the refund:

1. Prior to taking the course or attending a workshop or seminar, administrative approval must be granted.
2. Courses or workshops must be taken from an approved educational or training institution.
3. Passing grades must be attained.
4. Employee must be on the hospital's active payroll.

### Section E.

The Hospital shall have the right to schedule the number of Licensed Practical Nurses attending courses or workshops at any one time.

## ARTICLE XIX. PENSION PLAN

The Hospital agrees to continue participation in the Current Municipal Employee's Retirement system, Plan "C" and will pay one-hundred (100%) of the employee's portion for all eligible Licensed Practical Nurses while employed at Baraga County Memorial Hospital.

The Hospital will provide Blue Cross Blue Shield for retirees age 62 - 65 retired under the Hospital retirement system.

## ARTICLE XX. HOURS, WAGES AND OTHER EMPLOYMENT BENEFITS

### Section A.

The regular schedule of an employee's work shall consist of not more than forty (40) hours in a work week, beginning at 11:00 p. m. Saturday and ending at 11:00 p. m. the next Saturday. A

pay period consists of two (2) work weeks.

Part-time employees will be scheduled to work the number of days agreed upon at the time of hire, or job posting unless otherwise agreed to by the employee.

Section B.

The regular schedule of an employee's working day shall consist of eight (8) consecutive hours, if possible.

Section C.

The Hospital will attempt to schedule employees on one of the following three (3) shifts:

7:00 a. m. to 3:00 p. m.  
3:00 p. m. to 11:00 p. m.  
11:00 p. m. to 7:00 a.m.

Section D.

It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, department requirements and emergencies. No such deviations shall be considered as violations of the general rules which are stated in Section A, B and C of this Article.

Section E.

The Hospital shall plan and post work schedules at least two (2) weeks in advance of the first day covered by a schedule. Each schedule shall cover no less than two (2) weeks but not more than four (4) weeks. A schedule shall be subject to such changes after it is posted as are required by the circumstances and shall only be changed by mutual agreement of both parties. No provision of this Agreement shall constitute or be construed in any event as a guarantee of employment of any person. The Hospital will attempt to schedule employees off every other weekend. Trading time arrangements will continue to be approved by the supervisors.

Section F.

If an employee works more than eight (8) hours in any one day, or more than forty (40) hours in the regular schedule for his/her one (1) week pay period or is called back to work by the Hospital within twenty-four (24) hours from the beginning of his/her last shift with approval of his/her supervisor or is schedule for the

convenience or benefit of the Hospital to work less than sixteen (16) hours from the end of his/her last shift with the approval of his/her supervisor, he/she shall be paid for such excess hours in increments of full one-tenth (1/10) of an hour worked at one and one-half (1 1/2) times his/her current straight time hourly rate. Holidays not worked and vacation days falling during the employee's regular work week shall be treated as days worked for purposes of determining eligibility for overtime.

#### Section G.

All employees shall be allowed a fifteen (15) minute paid rest break and a thirty (30) minute paid lunch period. Should an emergency arise or in such cases as deemed necessary by the Hospital, an employee may be required to work during the lunch period. Such breaks or lunch periods shall be scheduled by the department head or supervisor. The time allowed for such breaks and lunch periods include time to and/or from the job location and to/or from the rest or lunch area.

#### Section H.

The straight time hourly wage rates for Licensed Practical Nurses and Graduate Practical Nurses covered by this Agreement are set forth in Schedule A attached hereto. The Hospital shall hire a new employee at the starting rates specified in Schedule A.

#### Section I.

For tardiness of six (6) minutes or more, deductions will be made on a one-tenth basis; provided, however, that if an employee is more than thirty (30) minutes tardy his/her supervisor may send him/her home for the balance of that working day, in which event he/she shall not receive any pay for that day. Repeated or excessive tardiness shall constitute just and proper cause for discipline or discharge.

#### Section J.

An employee will be notified at least two (2) hours prior to the start of their scheduled shift to not report for work or else be paid for two (2) hours at their regular hourly rate. When an employee reports for work and is sent home due to insufficient work in their job classification, the employee shall be paid for two (2) hours at their regular hourly rate. During the period for which the employee is so paid, he/she shall do any work assigned to him/her by the Hospital for which he/she is qualified or otherwise forfeit their report pay; and, if he/she is sent home by his/her supervisor before such period has elapsed, he/she shall have his/her time card approved by his/her supervisor before he/she leaves the Hospital. The provisions of this section shall not apply when an employee reports back to work

after he/she has been absent from available work due to an unpaid leave of absence.

#### Section K.

If the Hospital fills a temporary vacancy occurring by reason of absence of the regularly scheduled employee, by assigning another seniority employee from a lower rated classification for a period of one (1) hour or more, such employee will be paid the rate of the job performed during such temporary assignment. It is understood that an employee is not to be considered as working in a higher rated classification unless he/she performs duties of such classification which are not also part of his/her own regular duties.

#### Section L.

Any employee scheduled to work an eight hour shift commencing after 12:30 p. m. and before 3:00 a. m. shall be paid a shift premium of thirty (\$. 30) cents per hour over his/her straight time hourly wage rate for all hours worked on such shift.

Any LPN called in to work after 3:00 p. m. shall be paid a shift premium of thirty (\$. 30) cents per hour over his/her straight time rate for all hours worked between 3:00 p. m. and 7:00 a. m.

Any LPN who works an extra Saturday and/or Sunday over his/her normally scheduled every other weekend and provided he/she has worked his/her regularly scheduled weekend shall be paid an additional fifty (\$. 50) per hour for all hours worked during the extra Saturday and/or Sunday.

#### Section M.

Employees eligible for emergency call-in shall receive eight (\$8. 00) dollars for each day of stand-by duty Monday through Friday and sixteen (\$16. 00) dollars for Saturdays, Sundays and \holidays. If any other employee group receives an increase in the stand-by rate the LPN will be increased by that equivalent amount.

An employee actually called to work while standing by shall be paid a minimum of two (2) hours at time and one half (1 1/2) or time and one half (1 1/2) for all hours worked, whichever is greater. Should more than one emergency occur while the employee is called in the employee will only be paid for one call-in.

#### Section N

Emergency call-ins requiring one (1) standby employee shall be rotated between the OR LPN I and OR LPN II assigned to standby at

the time of the emergency call-in. On Sundays the OR LPN I will be called before the OR LPN II for the first call-in.

Section D.

The Hospital shall provide a \$50.00 annual uniform allowance for each LPN working in a department where uniforms are not provided by the Hospital. The employee eligibility and payment of the allowance will be made once annually and shall be paid on the employee's anniversary date of hire. If an employee works in two or more departments the department in which he/she works the majority of his/her hours shall be used for determining eligibility.

Section F.

When an emergency occurs within the hospital requiring the continuing services of the LPN staff, the following procedure will be followed:

Part-time LPN's, off-duty, will be called for duty.  
Full-time LPN's, off-duty, will be called for duty.  
Volunteers will be solicited from those LPN's on duty, scheduled to go off duty.  
Temporaries will be called to duty.

If the above procedure does not meet the LPN requirements of the hospital, the least senior LPN's on duty will be required to work until replacements are found.

ARTICLE XXI. EVALUATIONS

Section A.

Timing: An employee evaluation will be conducted at the end of probation and annually during the month preceding the employee's anniversary date of hire.

Section B.

Evaluator: The LPN/GPN will be evaluated by the supervisor with whom the LPN/GPN has the most contact.

Section C.

The LPN/GPN being evaluated may provide relevant materials to the evaluator for use in the evaluation. Any relevant materials provided shall be placed in the employee's file.



Section D.

Evaluation Meeting: Each LPN/GPN evaluation shall be conducted by meeting with the LPN/GPN. At the evaluation meeting, the parties shall go over the employee evaluation form together. At the meeting, the supervisor may amend the preliminary evaluation in writing up the final evaluation; and, the LPN/GPN may submit comments and attachments to the final evaluation. The LPN/GPN may request a review of their evaluation by the Director of Nursing.

Section E.

Any rating on the evaluation must be based on relevant performance information.

Section F.

Evaluation Forms: The evaluation form should be designed to be based on objective standards. LPN/GPN may recommend changes in the evaluation forms.

ARTICLE XXII. GENERAL PROVISIONS

Section A.

Any agreement reached between the Hospital and the Union is binding on all employees affected and cannot be changed by any individual.

Section B.

Employees shall notify the Administrator of the Hospital of any change of name or address or telephone number promptly and in any event within five (5) days after such change has been made. The Hospital shall be entitled to rely upon an employee's last name and address shown on its records for all purposes involving his/her employment and this Agreement.

Section C.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such



subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Section D.

The entire Agreement between the parties is set forth in this written instrument and it expresses all of the terms and conditions of employment which shall be applicable during the terms hereof to the employees covered hereby.

Section E.

The Hospital and the Union agree not to discriminate against any employee within the unit because of race, sex, religion, national origin, ancestry, age or marital status or membership or activities on behalf of the Union.

Section F.

The Hospital agrees to make reasonable provisions for the health and safety of its employees while on duty and on Hospital premises.

Section G.

During the terms of this Agreement, the employer shall notify the Union prior to the effective date of consolidation or elimination of any jobs regularly performed by members of the bargaining unit. In the event this Union does not agree, it will be subject to negotiations.

ARTICLE XXIII. MISCELLANEOUS

Section A.

The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section B.

Reference to the male gender shall equally apply to the female gender and vice versa.

Section C.

During the term of this Agreement, the Employer shall provide free parking for employees.

Section D.

The Staff Council, may with Employer's approval, use available rooms at the facility for Council meetings.

Section E.

The Hospital agrees to provide employees covered by this Agreement with a locker room. Vending machines will be provided when and if possible.

Section F.

The Employer will provide bulletin boards in the facility, to be used by the Michigan Health Care Associates for the posting of notices of Michigan Health Care Associates meetings and other Michigan Health Care Associates business. No other notices shall be posted thereon without the prior approval of the Administrator.

Section G.

1. Discounts of twenty-five (25%) percent are given to all seniority employees for amounts not normally paid by Blue Cross/Blue Shield and provided the unpaid balances paid within 30 days.

2. Prescriptions are sold to seniority employees at the rate of 10% over hospital cost. Prescriptions may only be purchased for the employee, his/her spouse or dependent children. Payment for prescriptions must be made at the time of purchase at the Cashier's Office or by payroll deduction.

Section H.

All employees shall be covered by the applicable workers' compensation law.

Section I.

The Union shall prepare the Agreement for copying and the Hospital shall provide copies of this Agreement.

Section J.

The contract will be ready for distribution to the members within sixty (60) days after ratification by both parties.

ARTICLE XXIV. NURSING PRACTICE COMMITTEE

A committee consisting of not more than three (3) employee members of Staff Council shall be established for the purpose of

discussing with the Director of Nursing matters of mutual concern that affect the quality of nursing care. Others may be invited to meetings from time to time by mutual agreement of the parties; provided, however, that the consent of either party to such attendance not be arbitrarily and consistently withheld.

A. Meetings shall be held every two months upon the request of the nursing practice committee on a mutually agreeable date and on hospital premise. If a problem should arise that cannot be deferred until such meeting, a special meeting may be scheduled by mutual consent.

B. A written agenda may be submitted by the Committee at least seven (7) days prior to a scheduled meeting. If there are items which the Director desires to add to the agenda, the chairperson of the committee shall be notified of the same not less than three (3) days before the meeting. Discussion shall be confined to agenda items only.

C. Minutes of the meetings will be kept and will be accepted by both parties prior to transmittal of same to others. Summaries of the Nursing Practice Committee shall be transmitted to all work areas.

D. Such meetings shall be exclusive of the grievance procedure and no grievance shall be considered at such meetings nor shall negotiations for altering the terms of this Agreement be held at such meetings.

E. The members of the Nursing Practice Committee engaged during their work shift in these meetings shall be entitled to release time as needed without loss of pay up to two (2) hours, unless extended by mutual consent. Committee members who attend these meetings during off-duty hours shall be paid at their regular straight time rate for time spent in attendance, said hours to be excluded from consideration of overtime payment.

#### ARTICLE XXV. TERM OF AGREEMENT

##### Section A.

This Agreement shall remain in full force and effect for the period commencing June 6, 1988 to and including June 5, 1990. Wage and Benefit reopener June 5, 1989.

Section B.

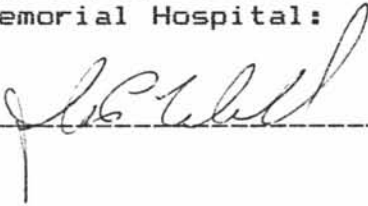
The parties agree that Supplemental Agreements involving matters not covered herein may be attached hereto and made a part of the entire Agreement.

Section C.

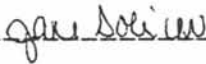


The parties recognize that this Agreement is subject to the Constitutions and Laws of the United States and the State of Michigan. To the extent that any provision of this Agreement or Supplements thereto conflict with the provisions of any law, they shall be deemed modified only to the extent necessary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

Dated \_\_\_\_\_, 19\_\_\_\_\_.

For Baraga County  
Memorial Hospital:

  
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For Michigan Health Care  
Association:

  
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SCHEDULE A.

To Be Effective April 21, 1988

	<u>Probation Period</u>	<u>Seniority Employee</u>
GN	6. 70	
LPN	7. 30	7. 70
OR LPN I/RR	7. 75	8. 15
OR LPN II	8. 05	8. 45

Section A. Longevity

0 - 2,080 hours. . . . .	0% of annual gross wage
2,080 - 10,395 hours. . . . .	2% of annual gross wage
10,400 - 20,790 hours. . . . .	3% of annual gross wage
20,800 - 31,190 hours. . . . .	4% of annual gross wage
31,200 - 41,590 hours. . . . .	5% of annual gross wage
41,600 - over. . . . .	6% of annual gross wage

1. Longevity will be computed and paid as follows:
  - a. Computed on the employee's annual gross pay.
  - b. Computed as of the employee's anniversary date
  - c. Paid on the first pay following the employee's anniversary date.
  - d. Paid annually only.
  - e. Any employee who retires will be paid the Longevity bonus based on a proration of months worked from his/her anniversary date.
  - f. Longevity to be effective the date of this Agreement.
  - g. First year longevity will be computed from the effective date of this Agreement to the employee's anniversary date.
  - h. Longevity shall be paid by a separate check.
  
2. Upon death of an employee, the Hospital will compute and pay the Longevity earned by the employee to the employee's estate.

Section B.

Employees transferred to a higher classification shall be placed at the probation rate of the classification transferred to for the period defined in Article XI. Section C.

Section C.

Employees transferred to a lower job classification shall be placed at the seniority rate of the classification transferred to.

Section D.

A Licensed Practical Nurse assigned as Charge Nurse or Team Leader for a nursing area shall be paid a premium of \$. 60 per hour for all hours worked in this capacity.

Section E.

PN's currently working will be placed at the probation rate of the LPN classification as of the beginning date of the first pay after they have provided the Hospital with evidence of licensure.

GPNs will earn \$. 60 less per hour than the probation period LPNs. When a GPN becomes an LPN the nurse will have the time he/she worked as a GPN credited to his/her in completing his/her probation period.

Section F.

During the term of this Agreement the employer agrees not to reduce the number of LPN's working at Baraga County Memorial Hospital by replacing them with RN's.



LETTER OF UNDERSTANDING  
BETWEEN  
BARAGA COUNTY MEMORIAL HOSPITAL  
AND  
MICHIGAN HEALTH CARE ASSOCIATES, DISTRICT 1199M

It is understood and agreed that the LPN Seniority List of September 1988 is as follows:

Cheryl Archambeau	36,530. 91
Susan Sullivan	32,150. 01
Kim Djala	31,605. 52
Kathy Danielson	28,570. 84
Mary Ann Voskuhl	25,711. 84
Sharon Tammelin	21,259. 27
Jane Soli	18,486. 28
Barbara Jahfetson	17,527. 52
Sally Borgen	17,249. 72
Marilyn Koski	16,136. 44
JoAnn Lehto	15,327. 64
Norene Seavoy	13,095. 30
Gail Mattson	12,935. 60
Cathy Hebert	12,831. 27
Phyllis Koivu	12,084. 52
Lisa Rosseau	11,855. 91
Judy Beauprey	9,652. 00
Mary LeClaire	8,043. 13
Patricia Robillard	6,535. 90
Mary Dee Shanahan	6,317. 84
Helen Perrow	5,786. 15
Cheryl Taisto	4,785. 65
Virginia Gipp	4,446. 36
Linda Turunen	2,018. 42
Mary Peters	1,578. 84
Irene Rankanen	1,241. 57
Ruth Huuki	1,110. 05

It is further agreed that it is not management's intent to staff at minimum guarantee level, but is intended to ensure an LPN staffing complement. If the number of members falls below twenty (20) on the seniority list (September, 1988), the number of positions will be reduced correspondingly with three (3) day positions being eliminated first.

All members of the seniority list of September, 1988 are entitled to those positions in accordance with seniority clauses in the current contract. Any individual who retires, resigns or is terminated for just cause will be removed from the listing and will not be subject to reinstatement on the list. Any new hires will not be added to the list.

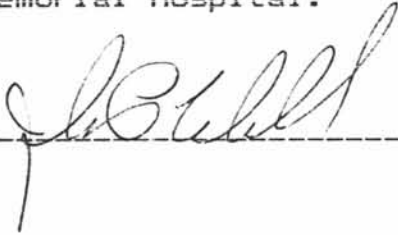
Letter of Understanding  
Between BCMH & MHCA  
LPN Staffing  
Page Two

Any employee on an approved Leave of Absence will not have his/her name removed from the list. This will include those who volunteer for short term layoffs of a week or less.

Management reserves the right to institute low census days.

Dated: \_\_\_\_\_, 19\_\_\_\_.

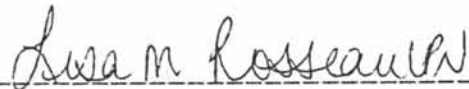
For Baraga County  
Memorial Hospital:



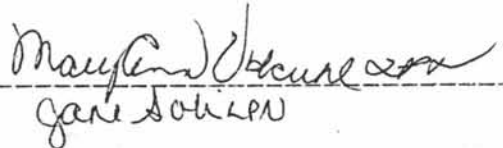
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For Michigan Health  
Care Associates:



\_\_\_\_\_



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Dear Management,

As a LPN Unit we would like to propose some reorganization of our existing positions to facilitate our wants & needs.

Existing Positions

Jane Soli - PT - 4 days  
Kim Ojala - FT - 5 days  
Virginia Gipp - PT - 3 days SNU  
Lisa Rousseau - FT - 5 PM's SNU  
Mary Dee Sharaban - FT - 5 PM's SNU

Proposed Positions

Jane Soli - FT - 5 days  
Kim Ojala - PT - 4 days  
Virginia Gipp - PT - 4 PM's  
Lisa Rousseau - PT - 3 PM  
Mary Dee Sharaban - PT - 3 PM's

To complete our proposal we need an additional LPN body for 3 days (AM) on SNU.

Thanks  
Lisa

Mary Dee Sharaban  
Virginia Gipp LPN  
Kim M. Ojala LPN  
Jane Soli  
Lisa Rousseau LPN

LETTER OF AGREEMENT  
BETWEEN  
BARAGA COUTNY MEMORIAL HOSPITAL  
AND  
MICHIGAN HEALTH CARE ASSOCIATES, DISTRICT 1199M

The parties agree that the following changes in staffing shall be made:

Existing Positions

Jane Soli - PT/4 - AMs  
Kim Ojala - FT/5 - AMs  
Virginia Gipp - PT/3 - AMs - SNU  
Lisa Rosseau - FT/5 PMs - SNU  
Mary Dee Shanahan - FT/5 - PMs - SNU

New Positions

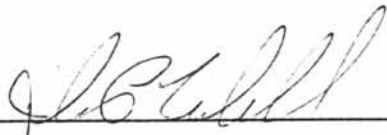

Jane Soli - FT/5 - AMs  
Kim Ojala - PT/4 - AMs  
Virginia Gipp - PT/4 - PMs  
Lisa Rosseau - PT/3 - PMs  
Mary Dee Shanahan - PT/3 - PMs

The parties also agree that one (1) part-time three (3) day per week LPN shall replace an existing position on Day Shift.

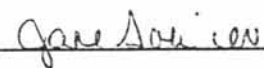
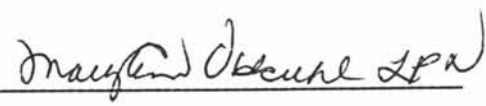
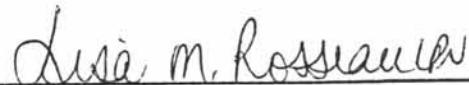
This agreement supersedes Articles X, Seniority, Section I and XI, Job Postings.

Dated this 28 day of February, 1989.

For the Employer:

  
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\_\_\_\_\_  
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For the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

LETTER OF AGREEMENT  
BETWEEN  
BARAGA COUTNY MEMORIAL HOSPITAL  
AND  
MICHIGAN HEALTH CARE ASSOCIATES, DISTRICT 1199M

The parties agree that the following changes in staffing shall be made:

Existing Positions

Jane Soli - PT/4 - AMs  
Kim Ojala - FT/5 - AMs  
Virginia Gipp - PT/3 - AMs - SNU  
Lisa Rosseau - FT/5 PMs - SNU  
Mary Dee Shanahan - FT/5 - PMs - SNU

New Positions

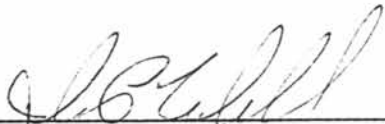

Jane Soli - FT/5 - AMs  
Kim Ojala - PT/4 - AMs  
Virginia Gipp - PT/4 - PMs  
Lisa Rosseau - PT/3 - PMs  
Mary Dee Shanahan - PT/3 - PMs

The parties also agree that one (1) part-time three (3) day per week LPN shall replace an existing position on Day Shift.

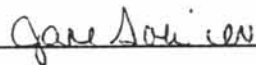
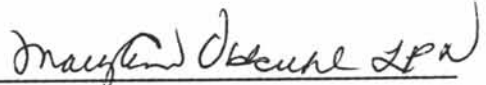
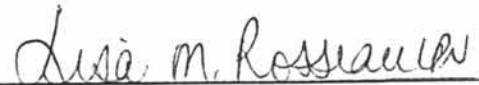
This agreement supersedes Articles X, Senitority, Section I and XI, Job Postings.

Dated this 28 day of February, 1989.

For the Employer:

  
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For the Union:

  
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