

5/31/90

AGREEMENT
BETWEEN
BARAGA COUNTY MEMORIAL HOSPITAL
AND
MICHIGAN NURSES ASSOCIATION
FOR
UNIT II
REGISTERED NURSE SUPERVISORS

THIS AGREEMENT, entered into this first day of June, 1988 by and between the BARAGA COUNTY MEMORIAL HOSPITAL, 770 North Main Street, L'Anse, Michigan, 44946, (hereinafter referred to as the "Employer" or "Hospital",) and the MICHIGAN NURSES ASSOCIATION, 120 Spartan Avenue, East Lansing, Michigan, 48823, (hereinafter referred to as "Association").

Baraga County Memorial Hospital

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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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 Association.

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 Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I. RECOGNITION OF THE ASSOCIATION

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 Association 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 full-time and permanent part time employees of the Employer included in the bargaining unit described below:

All Registered Nurse Supervisors but excluding the Director of Nursing 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. ASSOCIATION MEMBERSHIP

SECTION A.

Employees covered by this Agreement at the time it becomes effective and who are members of the Michigan Nurses Association at the time shall be required as a condition of continued employment to continue membership in the Michigan Nurses Association or pay service fee to the membership in the Michigan Nurses Association or pay service fee to the Michigan Nurses Association equal to dues uniformly required in the Bargaining Unit 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 Michigan Nurses Association as a condition of employment. Such employees shall contribute to a non-religious

charitable fund exempt from taxation under Section 501 (C) of the Internal Revenue code, a sum equal in amount to the periodic dues and fees uniformly required in the Bargaining Unit as a condition of Michigan Nurses Association membership.

SECTION C.

Employees covered by this Agreement who are not members of the Michigan Nurses Association at the time it becomes effective shall be required as a condition of continued employment to become members of the Michigan Nurses Association or pay the above referenced service fee or make the above referenced contribution for the duration of this Agreement on or before the 10th day after the 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 Michigan Nurses Association or pay the above referenced service fee or make the above referenced contribution for the duration of this Agreement on or before the 10th day after the 30th day following the beginning of their employment in the Unit.

SECTION E.

An employee who shall tender the periodic dues uniformly required in the bargaining unit 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.

Any employee to whom membership in the Michigan Nurses Association is denied or whose membership is terminated, by the Michigan Nurses Association by reason of his/her failure to tender the periodic dues uniformly required in the Bargaining Unit as a condition of continued employment shall be terminated. No employee shall be terminated under this section, however, unless:

1. The Michigan Nurses Association first has notified him by letter addressed to him at the address last known to the Michigan Nurses Association concerning his delinquency in not tendering the periodic dues required under this section and warning him that unless such fees and dues are tendered within seven (7) days he will be reported to the Hospital and termination form employment as provided herein, and

2. The Michigan Nurses Association 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 Michigan Nurses Association has requested in writing that he be discharged from employment in the bargaining unit.

SECTION G.

The Michigan Nurses Association 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 because of or in respect to membership or nonmembership in the Michigan Nurses Association, and further agrees that there shall be no solicitation of employees for the Michigan Nurses Association membership or dues during an employee's working time. The Hospital agrees to inform all new hires into the bargaining unit of their obligation with respect to Association Membership as delineated in the contract.

SECTION H.

The Michigan Nurses Association will full protect and render the Employer harmless against any liabilities for claims resulting from this article.

ARTICLE III. ASSOCIATION 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 Michigan Nurses Association 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 the month in which he has sufficient net earnings to cover such dues or fees, and they will be remitted by the Hospital to the Michigan Nurses Association at its office located at 120 Spartan Avenue, East Lansing, Michigan, 48823, not later than the 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. The Hospital shall not be liable for the remittance or payment any sums other than those constituting actual deduction made; and, if for any reason, such an error or the like, it fails to make deduction for any employee as above provided, it shall make that deduction from the employee's next pay after the error has been called to its attention by the employee or the Michigan Nurses Association.

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 authorizations for payroll deductions as are signed by employees after the effective date of this Agreement on forms to be furnish by the Hospital.

SECTION D.

The Michigan Nurses Association shall, thirty (30) days in advance of the start of the fiscal 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 be be subject to change during the entire fiscal year except for one mid-year adjustment upon the Michigan Nurses Association 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 Michigan Nurses Association will fully protect and render the Employer harmless against any liabilities for claims resulting from the Article or deduction of dues.

ARTICLE IV. EMPLOYEE REPRESENTATION

SECTION A.

The Michigan Nurses Association shall serve with regard to collective bargaining agreements which cover the members of the Association between the Association and the Employer.

SECTION B.

The Baraga County Memorial Hospital Registered Nurse Supervisors shall certify to the Employer the name(s) of its Officer(s) (Chairperson Vice-Chairperson, Secretary) chosen by the membership to act on their behalf. The Hospital shall not be obligated to meet with representatives other than those from the Michigan Nurses Association or those officer(s) and/or Grievance Committee Members certified in writing by the Baraga County Memorial Hospital's Registered Nurse Supervisors to the Hospital.

SECTION C.

A grievance committee consisting of not more than three (3) members, the members of which shall be certified in writing to the hospital by the Baraga county Memorial Hospital Registered Nurse supervisors shall represent the employees in the grievance procedure as herein provided. It is agreed that the Michigan Nurses Association may represent an employee at any level of the grievance procedure.

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 first secures his supervisor's consent, which shall not unreasonably be withheld. If an employee wishes the presence of his 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 the Registered Nurse supervisor representative in the investigation of grievances conducted during their regularly scheduled working hours.

SECTION F.

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

ARTICLE V. RECOGNITION OF THE HOSPITAL'S RIGHT TO MANAGE

The Association recognizes and agrees that the Hospital has the right to govern all aspects of operating the Hospital and to direct its entire work force at all times. It agrees that it will not disrupt or interfere with the sole, and exclusive right and responsibility of the Hospital to manage and operate the Hospital. Generally this includes, but is not limited to, the right to: suspend, discipline and discharge for cause, hire, promote, demote, assign, transfer, layoff, recall or relieve employees; determine by interview, performance, written test or other generally accepted methods or procedure the ability, aptitude and/or qualification of individual employees for assignment to, employment in or promotion to the various positions and job classifications; determine the number of employees; schedule employees as it deems necessary; establish

policies, rules and regulations governing the employees and others using the Hospital; enforce and maintain discipline and efficiency among employees determine the nature, scope and type of facilities and services provided by the Hospital, alter or install new facilities and change or institute new methods, policies, procedures and/or systems.

An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him by the Hospital, "unless doing so would obviously jeopardize the health or safety of himself or others or violate his professional obligation. "

Notwithstanding the provisions of this Article, it is agreed and understood that the Association does not abrogate its rights nor the Hospital its obligation to negotiate with respect to all matters which are subject to negotiations under applicable federal and state laws.

ARTICLE VI. 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 Association 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 paragraph above, and the Association further agrees that it will use its best efforts to prevent any of such prohibited conduct.

SECTION C.

The Hospital agrees that during the term of this Agreement it will not lock out the employees.

ARTICLE VII. SPECIAL CONFERENCES

SECTION A.

Special conferences for important matters will be arranged between the Registered Nurse supervisors Chairperson and The Administrator or his designated representative upon the request of either party. such meetings shall be between not more than four (4) representatives of the Employer and the officers of the Registered Nurse Supervisors and not more than one (1) representative of the Michigan Nurses Association. Arrangements for such special conference 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 conference shall be confined to those included in the agenda.

SECTION B.

Registered Nurse Supervisor representatives, if scheduled to work at the time of the special conference, shall continue to be paid at their regular rate for the time spent in such special conference, or at a meeting provided for under sub-paragraph C below, during hours when they otherwise should have been at work.

SECTION C.

Registered Nurse Supervisor representatives and 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 a meeting with the representatives of the hospital for which a written request has been made.

ARTICLE VIII. 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. No grievance shall be filed or processed based on fact or events which have occurred prior, to seven (7) working days before the grievance is filed. (Throughout this Article, working days will not include Saturdays, Sundays or holidays.)

Nurses shall have the right to present grievances in person or through an MNA representative at the appropriate step of the grievance procedure. No discussion shall occur on the grievance until an MNA representative has been afforded a reasonable opportunity to be present at any grievance meeting with the nurse(s). Any settlement reached with a grievant without the

accompaniment of an MNA representative shall be communicated to the staff council chairperson by the Employer, and shall not be inconsistent with the provisions of this Agreement.

SECTION B.

A grievance under this contract is a written dispute, a claim or a complaint arising under this Agreement and is limited to matters of interpretation or application of this Agreement. It may be filed by any 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 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 three (3) working days.

Step 2. If a satisfactory adjustment is not made of the grievance at Step 1, it shall within 3 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, who shall discuss the grievance with the representative. The Department Head shall answer the grievance in writing within three (3) working days after its receipt.

Step 3. If the grievance has not been adjusted in either Step 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 the request be entitled to have the Council Chairman and/or other representative of the Association present to assist in the adjustment of his grievance in this step. The Administrator shall give his answer in writing to the grievance within five (5) working days.

Step 4. If the grievance has not been 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 Nurses Association present to assist in the adjustment of his 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 Nurses Association.

Step 5. Upon written notice of intention to arbitrate such written grievance, to be given by the employee or his 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 the subject to the following rules and regulations:

a. The parties shall promptly endeavor to agree in selection of arbitrator. If they have not so agreed within seven (7) working days after submission to arbitration, the employee or his representative shall within the next seven (7) 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 judgment 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 Association who participates in any way in such arbitration. The Association 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 seven (7) 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 pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay if the employee files his grievance with 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 will be given the opportunity, upon his request, to confer with his representative in a place to be designated by the Hospital before he 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 Registered Nurse Supervisor Chairman, or in her absence, the employee's representative and will mail a copy thereof to the employee at his 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 Registered Nurse supervisor Chairman. Within two (2) 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 step 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 at any step to the grievance procedure, the grievance shall be deemed to have been granted in accordance with the disposition requested by the Registered Nurse supervisors. 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 IX. SENIORITY

SECTION A.

Seniority shall be based on hours of service accumulated from an employee's most recent date of hire in Unit I or Unit II. Hours accumulated in Unit I shall count as hours toward seniority in Unit II.

SECTION B.

Seniority shall apply only to layoff and recall of employee except as otherwise specifically provided herein.

SECTION C.

Years of service shall be by total hospital employment and shall apply to accrual of benefits.

SECTION D.

The Hospital shall prepare and maintain up-to-date seniority records. Semi-annually the Hospital will compile and post a list from its current records, and will furnish one (1) copy of the same to the Association. The Hospital will notify the Association of any changes in or additions to such list 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.

SECTION E.

In the event of reduction in force, employees with the least seniority shall be laid off first, then the next least and so on until the most senior is laid off. A reduction in force shall be discussed with the Association's Chairperson prior to notice being given to the employees.

In the event of a recall the reverse procedure to the above shall be followed.

In the event where seniority employees are not immediately available pursuant to the time periods indicated herein less senior employees may be called in to perform such job duties until such time as said seniority employees are available.

SECTION F.

The Hospital shall give written notice to the employee, five (5) work days in advance of the layoff, unless the layoff is caused by a recall. Notice of recall shall be by telephone or when necessary and/or appropriate by certified mail to the employee at his/her last

address as shown on the Hospital's records.

SECTION G.

An employee shall lose seniority and their name shall be removed from the seniority list:

- a. If he/she quits
- b. If he/she is discharged and the discharge is not reversed through the grievance procedure.
- c. If he/she is absent from work for three (3) consecutive working days without notifying the Hospital or without reasonable cause.
- d. If he/she fails to return to work upon recall by appropriate notice within three (3) consecutive working days of a necessary and/or appropriate notice by certified mail unless the employee notifies the hospital within the appropriate period of time of his/her intent to return, in which case the employee shall be granted a reasonable time to report to work.
- e. If he/she fails to return from A Leave of Absence.
- f. If he/she is laid off for a continuous period longer than one (1) year.
- g. If he/she retires.

SECTION H.

Employees outside the bargaining unit may not bump a bargaining unit employee from a permanent position.

SECTION I.

A Registered Nurse returning to work as a BSN at Baraga County Memorial Hospital or a Licensed Practical Nurse returning to work as a GN at Baraga County Memorial Hospital from an approved Educational Leave of Absence shall be given credit for all prior hours worked at Baraga County Memorial Hospital for benefits as defined in this contract. This shall be known as a longevity credit. Such credit will be given for benefit purposes only and will not apply to seniority in this bargaining unit. RNs who were previously members of bargaining units will have their seniority frozen when on educational leave.

ARTICLE X. EMPLOYEE DEFINITIONS

SECTION A.

Employees doing the work of this bargaining unit on a temporary basis are members of MNA Unit I.

Registered Nurse Supervisors shall be classified as follows:

1. A permanent full time employee is one whos regular scheduled

work week is forty (40) hours or more per work week.

2. A permanent part-time employee is one whose regular scheduled work week is less than forty (40) hours or more per work week. 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 or it is recommended by the director of Nursing and approved by the Administrator.

SECTION B.

Registered Nurses employed by Baraga County Memorial Hospital on October 1, 1977 and at the time this contract was ratified, shall retain his/her employee status as follows:

1. A permanent full-time employee is one whose regular scheduled work week is thirty-two (32) hours or more per work week.
2. A permanent part-time employee is one whose regular scheduled work week is eight (8) to thirty-two (32) hours per work week.

SECTION C.

A nurse 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 she is hired, shall be considered a temporary employee. Temporary nurses shall not displace permanent nurses from regular assignments.

Temporary employment shall not continue for longer than three (3) months except by written mutual agreement of the Hospital, the nurse, and the MNA staff council chairperson. A temporary employee shall not acquire seniority, however, if she shall acquire permanent status, her employment shall be deemed to have commenced on the date she was hired as a temporary employee.

ARTICLE XI. PROBATION

A new employee shall be a probationary employee for the first four hundred eighty (480) hours worked of his employment. This probationary period may be extended for an additional period not to exceed two hundred forty (240) hours worked when the employee's professional performance has not been fully satisfactory. In such event, the Hospital shall call such an employee to a meeting and inform her therein of the reasons for such extension and the employee's probationary period shall not be considered to have been completed until the expiration of the extended term. The Hospital shall have not responsibility for the re-employment of any person whose employment is terminated for any reason whatsoever before the expiration date of his probationary period and if such person is subsequently rehired, he/she shall start as a new employee and serve a full probationary period.

All probationary employees shall participate in hospital orientation and education programs designed to acquaint them with Hospital procedures, job duties and responsibilities.

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

ARTICLE XII. ROLE OF THE NURSE

SECTION A.

Both parties agree that they share responsibility for providing nursing services which are consistent with the needs and goals of the recipient(s) who use the agency/facility. To this end, both parties further agree to the scope of nursing practice as outlined in the Michigan Public Health Code: the Code of Nurses and the Standards of Nursing Practice as adopted by the American Nurses Association; the Standards of Nursing Service as developed by the Joint Commission of Accreditation of Hospital; Licensure Guidelines of the Michigan Department of Health; Federal Health Insurance Regulations; Conditions of Participation; and other appropriate legal requirements.

SECTION B.

Both parties agree that the registered nurse supervisor as provided in the Michigan Public Health Code, must and shall have authority commensurate with his/her responsibility for directing, teaching and supervising of less skilled personnel in carrying out delegated nursing activities. The Registered Nurse has the responsibility for assessment, planning, implementing, evaluating nursing care including patient teaching and coordination of services. The employer has the responsibility to assist the RN Supervisor in fulfilling these responsibilities.

SECTION C.

Both parties agree that in order to permit the registered nurse supervisor to perform the activities associated with his/her responsibility for nursing care, registered nurse supervisors will normally only assume these functions identified as the practice of nursing.

SECTION D.

With the emergence of new knowledge, technologies, and continuing social change, a joint effort between institutional management and staff council is needed to assist registered nurses to: improve their practice; exercise leadership in promoting change which upgrades health care; and fulfill individual professional aspirations.

SECTION E.

It is the responsibility of each registered nurse supervisor to maintain and upgrade his/her knowledge and skill affecting the quality of nursing care.

SECTION F.

It is the employer's responsibility to establish programs and/or provide resources and appropriate opportunities within and outside the agency/facility for orientation and staff development; and to support, encourage and equalize opportunity to seek continuing professional development.

SECTION G.

Both parties agree that policies and procedures requiring cooperative effort between departments, services, disciplines and/or agencies shall be agreed upon in writing; and developed and evaluated by formally constituted committees with representation from classifications of personnel involved in or affected by the policies and/or procedures.

SECTION H.

The parties to this Agreement agree to abide by the ANA Code of Ethics as enumerated below:

1. The nurse provide services with respect for the human dignity and the uniqueness of the client unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
2. The nurse safeguards the client's right to privacy by judiciously protecting information of a confidential nature.
3. The nurse acts to safeguard the client and the public when health care and safety are affected by the incompetent, unethical or illegal practice of any person.
4. The nurse assume responsibility and accountability for individual nursing judgements and action.
5. The nurse maintains competence in nursing.
6. The nurse exercises informed judgement and uses individual competence and qualifications as criteria in seeking consultation, accepting responsibilities, and delegating nursing activities to others.
7. The nurse participates in activities that contribute to the ongoing development of the profession's body of knowledge.

8. The nurse participates in the profession's efforts to implement and improve standards of nursing.
9. The nurse participates in the profession's efforts to establish and maintain conditions of employment conducive to high quality nursing care.
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.

SECTION I.

Nurses shall receive a proper orientation designed to acquaint and familiarize them with a particular unit and/or equipment, prior to being assigned duties in that particular unit or handling said equipment.

ARTICLE XIII. PROFESSIONAL AND OCCUPATIONAL EDUCATION

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 Registered Nurses be encouraged by their employer to maintain and improve their efficiency through continue learning.

SECTION B.

Refunds shall be made for job related courses, workshops, or seminars which the Hospital feels will aid or upgrade the Registered Nurse Supervisor in the performance of her duties.

SECTION C.

All Registered Nurse related in-service training program shall be open to all Registered Nurse Supervisors wishing to attend.

1. Registered Nurses attending such in-service program shall be paid at their straight time hourly rate for time in attendance.
2. Time in attendance of such in-service programs will not be included as hours worked for computation of overtime.
3. The hospital will attempt to schedule such in-service programs at times convenient for Registered Nurses from all shifts to attend.

4. The hospital will attempt to provide relief for nurses on duty to attend such in-service programs.

SECTION D.

The following requirement must be met in order for a Registered Nurse Supervisor to qualify for a refund:

1. Prior to taking a course or attending a workshop or seminar, administrative approval must be granted or denied within seven (7) days of receipt of request by the hospital.
2. Courses must be taken at an approved educational or training institution.
3. Passing grades by 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 Registered Nurse Supervisors attending courses at any one time.

ARTICLE XIV. 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 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.

SECTION A.

Meetings shall be held every two (2) months upon the request of the nursing practice committee on a mutually agreeable date and be on hospital premises. If a problem should arise that cannot be deferred until such a meeting, a special meeting may be scheduled by mutual consent.

SECTION 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.

SECTION 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.

SECTION 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 the agreement be held at such meeting.

SECTION 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 XV. UNPAID LEAVES OF ABSENCE

SECTION A.

Provided operational requirement 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 a permanent full time or permanent part time employee who has been employed for at least equivalent to one (1) full time year as a permanent employee for:

1. Serving in an elected or appointed position, public or Association.
2. Prolonged illness of an 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 an 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 a permanent full time or permanent part time employee who has been employed at least equivalent to one (1) full time year as a permanent employee for education. Such leave may be extended for like cause, by mutual

agreement between the parties. No leave shall be granted to an employee for a period greater than two (2) years under this section.

SECTION C.

A Leave of Absence for up to but not to exceed a period of six (6) months shall be granted to a permanent full time or permanent part time employee who has been employed at least equivalent to six (6) full time months as a permanent employee for illness or injury, (physical or mental) 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 an employee for a period greater than one year under this section. Accumulated Paid Leave will be held in reserve for the period of the unpaid leave.

SECTION D.

Members of the Union selected to attend a function of the Association 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 permanent full time or a permanent part time employee who has been employed at least equivalent to one (1) full time year as a permanent 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 leave 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 Section A, B, C, D, or E of this Article will be based on a proration 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 shall be returned to a position to which his seniority entitles him to provided he is qualified and has the ability to perform the job. 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 leave of absence, he shall be considered as having quit voluntarily. No employee shall be entitled to return to work before the expiration of his leave unless the Hospital consents to his 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 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 shall require the signed approval of the employee's department head and the Administrator. A copy shall be given to the employee, Registered Nurse Supervisor Chairperson and the Hospital shall retain a copy.

SECTION K.

Upon his return to work from a leave of Absence, the employee may be required to furnish the Hospital with acceptable proof of his 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 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 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 utilizing paid leave days for sickness or disability will continue to receive employer paid benefits. Upon exhaustion of paid leave days an employee will be required to pay their insurance premiums. Employees shall remit any employee payment to the Hospital in accordance with the requirements of COBRA and the health insurance carrier.

SECTION O.

Employees are not required to use accumulated paid leave prior to starting unpaid leave except in the case of maternity leave.

ARTICLE XVI. PAID LEAVES OF ABSENCE

SECTION A.

Jury Duty

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 claims payment and report to work if released from jury duty during his regular scheduled shift. Compensation as set forth above shall be paid to an employee who is subpoenaed as a witness in a case which the employee is not a party. If necessary as determined by the Hospital, the Hospital shall provide a written letter to the court requesting the employee be excused from jury duty.

SECTION B.

Funeral Leave

A Leave of Absence with pay for up to three (3) 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, and grandchildren.

Upon approval, nurses may use vacation or unpaid personal leave days where extra time is needed.

Vacation or unpaid personal leave days approved and used under this Article will be deducted from the employee's annual vacation or unpaid personal leave allowance.

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

ARTICLE XVII. PAID LEAVE

A. Paid Leave may be used for the following:

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

B. Use of Paid Leave:

1. Employees shall submit their request for vacation dates and in the event two (2) 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 for hardship with good cause being shown.

4. Employees shall not be required to find their own replacement when taking leave.

C. Permanent full time and permanent part time employees shall earn, Paid Leave Benefits in the following manner:

After one (1) calendar year	1 day (8 hrs per 77.04 pd hrs)
After three (3) calendar yrs	1 day (8 hrs per 71.72 pd hrs)
After seven (7) calendar yrs	1 day (8 hrs per 67.10 pd hrs)
After thirteen (13) cal yrs	1 day (8 hrs per 63.03 pd hrs)
After eighteen (18) cal yrs	1 day (8 hrs per 59.43 pd hrs)
After twenty-five (25) cal yrs	1 day (8 hrs per 56.22 pd hrs)

After six (6) calendar months of employment a Registered Nurse Supervisor 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.

D. All paid leave benefits will be computed as of the employee's anniversary date of hire and cannot be taken prior to the anniversary date without approval of the Administrator.

E. Paid Leave shall be paid at the employees current straight time hourly rate exclusive of any premiums.

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

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.

H. In case of death, or termination in good standing and provided at least two (2) weeks notice is given by an employee to the employer, less than two (2) 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.

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

J. A maximum of sixty (60) days may be accumulated as of the employee's anniversary date. Annual leave days accumulated in excess of sixty (60) days may be carried over for a maximum of thirty (30) calendar days beyond the anniversary date.

K. An employee requesting a leave of absence must take all accumulated paid leave prior to the starting date of the leave of absence.

ARTICLE XVIII. HOLIDAYS

SECTION A.

The following shall be official paid holidays for all full time Registered Nurse Supervisors:

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

SECTION B.

All Registered Nurse supervisors 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 straight hourly rate for all hours worked, in addition to his holiday pay. The employer may, at it's option, give a day off with pay in lieu of holiday pay. Nurses will have the option of taking the Christmas and New Year holiday either on December 24 or December 31. If they exercise this option, they must work on december 25 and January 1 as a regular day, if scheduled.

For the purposes of holiday pay the following three (3) shift definition shall constitute the twenty-four (24) hour period: The three (3) shifts beginning at 11:00 pm the day before the calendar holiday and ending 11:00 pm the day of the calendar holiday will be paid holiday pay if they are worked by an employee.

A nurse who works a holiday which is also her birthday shall receive another day off with pay within the pay period.

SECTION C.

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

ARTICLE XIX. INSURANCE

SECTION A.

The Employer agrees to provide a term life insurance policy in the principal amount of \$10,000 for death, accidental death and dismemberment on each of it's eligible Registered Nurse Supervisors in the bargaining unit set forth herein. employees shall, on 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 one hundred (100%) percent of the cost of the policy for eligible Registered Nurse Supervisors while employed thirty-two (32) hours or more per week at Baraga County memorial Hospital.

SECTION B.

The employer agrees to provide Medical and Dental benefits for all full time bargaining unit employees 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 all eligible bargaining unit employees who are enrolled in the program and scheduled a minimum of thirty-two (32) hours per week at Baraga County Memorial Hospital. should the hospital

change carriers a comparable coverage will be provided. The Hospital will pay one hundred (100%) of the single subscriber rate for retirees between the age of sixty-two (62) and sixty-five (65) provided they are eligible retirees of Baraga County Memorial Hospital's Retirement System.

SECTION C.

Employees who carry duplicate coverage through their spouse have the option to transfer to a free standing dental program (fully paid by employer) and receive annually up to \$600.00 for electing not to carry the full health insurance package. The stipend will be paid twice per year, the first payroll after June 1 and December 1. The payment will be based on the number of months the election is in force, each month being valued at \$50.00. Employees may rescind the election and transfer back to the full health insurance package through the Hospital. By doing so, it would cancel eligibility for the stipend and free standing coverage as of the transfer date.

ARTICLE XX. EMPLOYEE'S DISCOUNT

SECTION A.

All Registered Nurse Supervisors employed on either a full-time or a part time basis shall be entitled to purchase drugs and other prescriptive medicines at the reduced rate of 10% over the Hospital's cost. Nurses may purchase prescriptions for themselves, their spouse or dependent children. In purchasing pharmacy products, payment will be made at the time of purchase at cashier's office or by payroll deduction.

SECTION B.

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 balance is paid within thirty (30) days.

ARTICLE XXI. PHYSICAL EXAM

SECTION A.

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

1. Chest X-Ray (this will be optional except as required by law or health regulations or if a positive mantoux reaction occur. Any refusal of a chest x-ray must be in writing)
2. VDRL shall be required upon employment only
3. Urinalysis
4. WBC and HGB

5. Pap Smear (to ;be provided at the discretion of the Physician)
6. A rubella titer shall be required upon employment (all current employees shall have it included in their next annual physical if not already tested).
7. Hepatitis B Vaccine shall be offered as per CDC guidelines.

The above 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 her annual physical examination within thirty (30) days after her birthday or be subject to disciplinary action.

SECTION C.

Each employee may elect to have the annual physical examination performed by his 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.

SECTION D.

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

SECTION E.

The amount paid by Baraga County Memorial Hospital to an employee's own physician for the ;annual physical exam is limited to the amount normally charged by Baraga County Memorial Hospital Staff Physicians.

SECTION F.

The employee acknowledges that the physical exam is solely for the employment purposes and holds the employer harmless for results that may or may not be disclosed.

ARTICLE XXII. PENSION

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

ARTICLE XIII. SCHEDULING

SECTION A.

The Association recognized that scheduling of nursing services is exclusively a hospital function to be coordinated by the Director of Nursing or his/her nurse designate, when available. It is agreed that where possible, and where consistent with needs of appropriate nursing care the preferences and desires of individual nurses will be taken into consideration. In cases where preferences of individual nurses conflict, the preferences of the most senior nurses shall prevail.

SECTION B.

A schedule shall be subject to set 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.

SECTION C.

Baraga County Memorial Hospital agrees to develop a master vacation scheduling mechanism whereby all Registered Nurse Supervisors will have the opportunity to apply for vacation requests at a specified time. The procedures and guidelines for the master vacation scheduling system is not intended to conflict with any other Article of this Agreement, therefore, may be superseded by other Articles in the Agreement.

ARTICLE XXIV. HOURS, WAGES & OTHER EMPLOYMENT BENEFITS

SECTION A.

The regular schedule of an employee's work week shall consist of not more than forty (40) hours in a one (1) week pay period, beginning at 11:00 PM Saturday and ending at 11:00 PM the next Saturday.

SECTION B.

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

SECTION C.

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 a violation of the general rules which are stated in Section A, B, and C, of this Article.

SECTION D.

The hospital shall plan and post work schedules reasonably in advance of the first working day covered by a schedule. A schedule shall be subject to such changes after it is posted as are required by the circumstances. No provision of this Agreement shall constitute or be construed in any event as a guarantee of employment of any person.

SECTION E.

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 one (1) week pay period, or is called back to work by the hospital within twenty-four (24) hours from the beginning of his last worked shift, or is scheduled for the convenience or benefit of the hospital to work less than twenty-four (24) hours from the beginning of his last worked shift, he 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 current straight time hourly rate. holiday not worked and vacation days falling during the employee's regular work shall be treated as days worked for the purposes of determining eligibility for overtime provided it meets the overtime eligibility requirements of this section.

SECTION F.

All employees scheduled to work four (4) or more hours shall be allowed one (1) fifteen (15) minute paid rest break during the shift. All employees scheduled to work more than four (4) hours shall be allowed one (1) thirty (30) minute paid lunch break during the shift. 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 G.

The straight time hourly wage rates for Registered Nurse supervisors covered by this Agreement are set forth in Schedule A attached hereto. The Hospital shall hire a new employee at the starting rate specified in Schedule A.

SECTION H.

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

SECTION I.

An employee who reports for work at his scheduled time or at a time designated by the Hospital without having been notified at least two hours prior to the shift starting time that there will be insufficient work for him in his job classification, shall be paid for a minimum of two (2) hours, at his current straight time hourly rate, except in any case where such lack of notice is due to causes or conditions which are beyond the control of the hospital. During the period for which he is so paid he shall do any work which is assigned to him by the hospital for which he is qualified or otherwise he shall forfeit his call-in pay; and if he is sent home by his supervisor before such period has elapsed, he shall have his time card approved by his supervisor before he leaves the Hospital. The provisions of this section shall not apply when an employee reports back to work after he has been absent from available work either on leave of absence or otherwise.

SECTION J.

Any employee scheduled to work an eight hour shift commencing after 12:30 PM and before 3:00 AM shall be paid a shift premium of forty-five (\$.45) cents per hour over his/her straight time hourly wage for all hours worked on such shift. Any Registered Nurse called in to work after 3:00 PM shall be paid a shift premium of forty-five (\$.45) cents per hour over his/her straight time hourly wage rate for all hours worked between 3:00 PM and 7:00 AM.

SECTION K.

Registered Nurse supervisors eligible for surgery call-in shall receive ten (\$10.00) dollars for each day of stand-by duty Monday through Friday and twenty (\$20.00) dollars for Saturday, Sunday and holidays. An employee actually called while standing by shall be paid a minimum of two (2) hours at double time and time and one half (1 1/2) for all hours worked over the first two (2) hours. Should more than one emergency occur while an employee is called in, the employee will only be paid for one call-in. The hospital will adjust the standby rates to the same as other units within the ER/OR area if the other unit rates are increased.

SECTION L.

Any Registered Nurse Supervisor 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) cents per hour for all hours worked during the extra Saturday and/or Sunday. Any Registered Nurse supervisor not normally scheduled to work on weekends, shall be paid an additional fifty (\$.50) cents per hour for all weekend hours worked.

SECTION M.

If an employee is called to work while on Paid Leave he/she shall be paid for all such shift hours worked at time and one half (1 1/2) and shall not be charged for a day of Paid Leave.

SECTION N.

Surgery Call-in Employee - A surgery call in employee acting as OR Supervisor alternate and on call every other week for surgery, shall be considered a permanent employee who is not regularly scheduled and who shall work less than forty (40) hours per pay period. a surgery call-in employee works at the mutual accommodation of the Hospital and his/her self. A surgery call-in employee, shall receive all benefits of a permanent part time employee, except for Insurance benefits.

SECTION O.

A Registered Nurse Supervisor who accompanies a patient on an ambulance transfer from Baraga County Memorial Hospital while on duty shall be considered a hospital employee and will receive appropriate wages and benefits as if he/she worked those hours provided a physician has ordered that an RN must accompany the patient during transfer and provided the Director of Nursing, Administrator or their designee has approved the RN accompanying that patient during the transfer.

SECTION P.

The Hospital shall provide a fifty (\$50) dollar annual uniform allowance for each Registered Nurse Supervisor 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 should be paid on the employees anniversary date of hire. If an employee works in two (2) or more departments, the department of which she works the majority of her hours shall be used for determining eligibility.

ARTICLE XXV. VACANCIES, TRANSFERS, PROMOTIONS AND NEW POSITIONS

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. During such seven (7) calendar days, any Registered Nurse who possesses the required qualifications may apply for transfer to fill such vacancy by signing a 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 filled by the employee having the best qualifications based on education, experience and ability. In the event two (2) 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 she may return to her former position if she so requests or if the hospital feels that her performance does not meet the standards expected of the position.

ARTICLE XXVI. ACTING DIRECTOR OF NURSING RATE

Any Registered Nurse Supervisor serving as the Acting Director of Nursing with the approval of the Administrator shall be paid an additional two (\$2.00) dollars per hour for all such hours worked.

ARTICLE XXVII. TERMINATION OF EMPLOYMENT

SECTION A.

At least two (2) weeks written notice of termination of employment shall be given by Registered Nurse Supervisors to be eligible for payoff of benefits.

SECTION B.

At least two (2) weeks written notice of termination of employment or pay in lieu of shall be given to a Registered Nurse Supervisor by the Hospital except where there is just cause for immediate termination or a reduction of force as defined in Article IX. Seniority.

SECTION C.

Accrued paid leave and longevity will be paid in accordance with Article XV. and Schedule A.

ARTICLE XXVIII. GENERAL PROVISIONS

SECTION A.

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

SECTION B.

Employee 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 changes have been made. The Hospital shall be entitled to rely upon an employee's last name and address shown on it's records for all purposes involving his 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 Association for the term of this Agreement, shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in 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 term hereof to the employees covered hereby.

SECTION E.

The Hospital and Association agree not to discriminate against any employee within the unit because of race, sex, religion, national origin, ancestry, age, marital status, physical handicaps, height, weight, political affiliations or organizational activity.

SECTION F.

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

SECTION G.

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

SECTION H.

The Registered Nurse supervisors, may with the employer's approval use available rooms at the facility for council Meetings.

SECTION I.

This collective bargaining Agreement shall be binding upon any successor or assigns of the Hospital, and no terms, obligations and provisions herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the whole or partial consolidation, merger, sale, transfer or assignment of the Hospital; or affected, modified, altered or changed in any respect whatsoever by any change of any kind of the ownership or management of the Hospital.

ARTICLE XXIX. EVALUATIONS

A. Each registered Nurse supervisor shall receive a written evaluation of his/her performance prior to completion of her probationary period, six months following his/her employment, and at least annually thereafter.

B. The Hospital's decision following the evaluation of nurses during the probation period and the six month period shall be final and subject to the grievance procedure.

C. the following procedure shall be followed by the Hospital when making evaluations:

1. The evaluation will be done by the director of Nursing in consultation with the nurse's immediate supervisor.
2. Each nurse will be given the opportunity to add written comments to the evaluation.

D. The Nursing Care Committee will annually review/revise form criteria with nursing administration.

ARTICLE XXX. TERM OF AGREEMENT

SECTION A.

This agreement shall be effective June 1, 1988 and shall continue in effect for a twenty-four (24) month period ending May 31, 1990. In the event that the parties fail to arrive at an agreement by May 31, 1990 then this agreement shall remain in effect on a day to day basis. This day to day extension may be terminated by either party by giving the other party ten (10) days notice.

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 provisions 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.

SECTION D.

If neither party should desire to renew, or to modify and renew this Agreement for any effective period beyond May 31, 1990 or to make a new Agreement to succeed this one after that date, such party shall give written notice of such desire to the other party sixty (60) days prior to that date; but no such notice shall by itself or without the Agreement of the party have the effect of extending this Agreement beyond its termination date of May 31, 1990.

SCHEDULE A

A. Registered Nurse Supervisor Wage Rate:

1/1/89

0 - 20,799 hours.	\$12.97/hour
20,800 hours and over.	\$13.07/hour

B. Longevity

0 - 2,080 hours.	0% of annual gross wage
2,080 - 10,399 hours.	2% of annual gross wage
10,400 - 20,799 hours.	3% of annual gross wage
20,800 - 31,199 hours.	4% of annual gross wage
31,200 - 41,599 hours.	5% of annual gross wage
41,400 - over.	6% of annual gross wage

Longevity will be computed and paid as follows:

- a. computed on the employee's 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 or terminates with two (2) weeks notice 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 will be paid ;by a separate check.
- i. Upon death of an employee, the hospital will compute and pay prorated longevity benefits earned by the employee to his/her estate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this _____ day of _____, 1989.

MICHIGAN NURSES ASSOCIATION

BARAGA COUNTY MEMORIAL HOSPITAL

Donald W. Worlow
Field Representative

J. B. Hill
Administrator

Eva Kempainen RN

Carol Seppanen
