

1/31/95



AGREEMENT BETWEEN
BORGESS MEDICAL CENTER
and
MICHIGAN NURSES' ASSOCIATION
FEBRUARY 1, 1993 - JANUARY 31, 1995

Borgess Medical Center

BORGESS
Medical Center

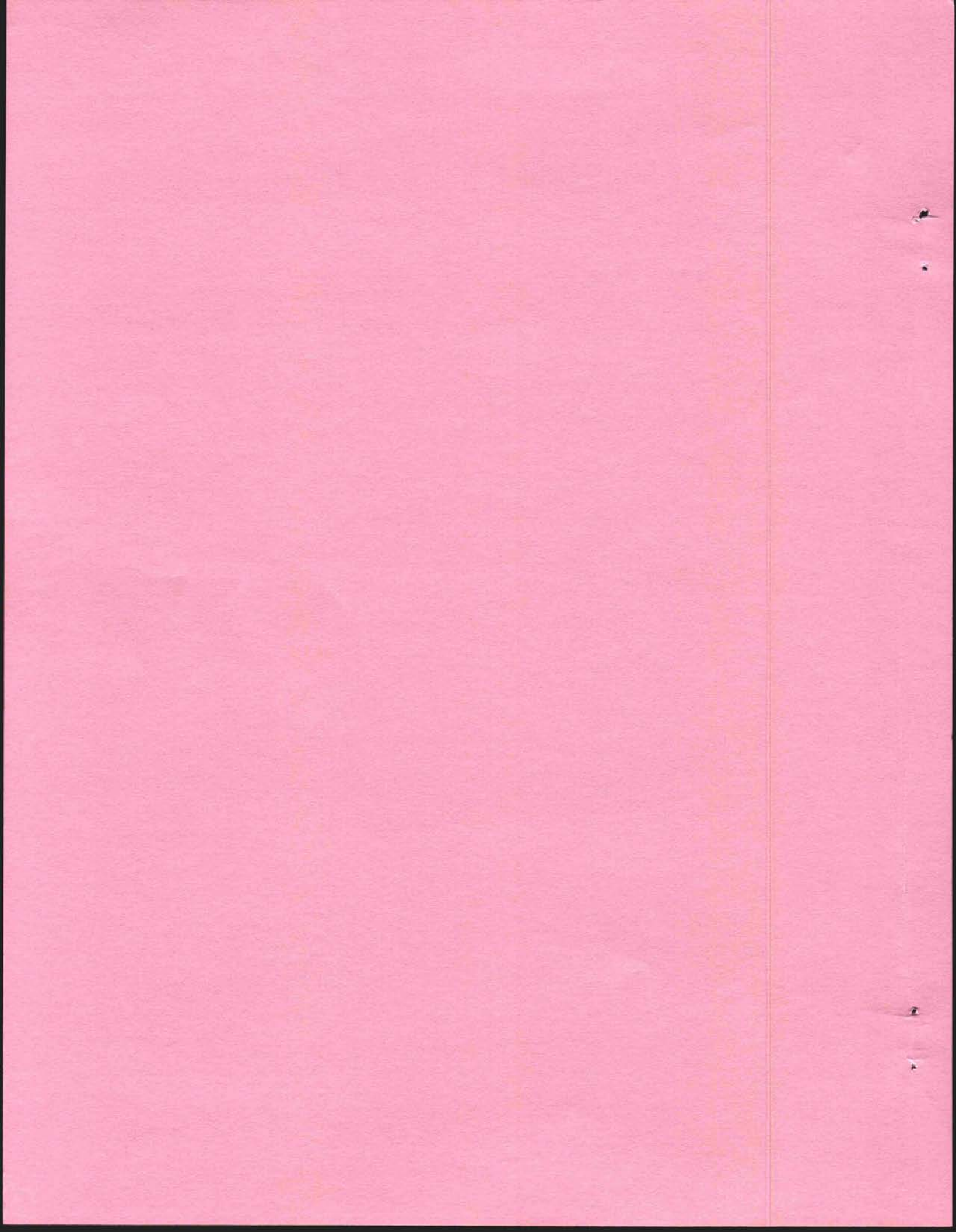


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AGREEMENT

This Agreement, made and entered into this 1st of February, 1993, by and between BORGESS MEDICAL CENTER, 1521 Gull Road, Kalamazoo, Michigan, 49001 (herein termed "Medical Center"), and MICHIGAN NURSES ASSOCIATION, 2310 Jolly Oak Road, Okemos, Michigan, 48864 (herein termed "Association").

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Medical Center and the Association in its capacity as representative of the employees so as to serve the best interests of the parties and the community. The parties recognize that service to the patients, the interest of the community and the job security of the Registered Professional Nurse depends upon the Medical Center's success in establishing modern and efficient services to the people it serves at an economical cost. To these ends the Medical Center and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels.

ARTICLE I - RECOGNITION

The Medical Center recognizes the Association as exclusive bargaining representative as defined in Act 176, Public Acts of 1939, as amended, of the State of Michigan for the purpose of collective bargaining in respect to wages and rates of pay, hours of employment and other conditions of employment of all the Registered Professional Nurses of the Medical Center included in the bargaining unit as certified by the Michigan Employment Relations Commission as follows:

All Registered Professional Nurses employed by the Medical Center and classified as full-time, regular-part-time, and part-time employees. Part-time employees are regularly scheduled to work sixteen (16) hours or more per week. Excluding all Directors of Patient Care, Supervisors, Assistant Directors, Clinical Specialists, Clinical Nurse Educators, Clinical Managers, member of the Order of the Sisters of St. Joseph, PRN employees and other employees.

All Graduate Nurses hired by the Medical Center after July 1, 1988 will become members of the bargaining unit.

This clause will not be applied in a manner inconsistent with state and federal law.

ARTICLE II - ASSOCIATION MEMBERSHIP AND SECURITY

- A. Employees may elect to become members in the Association, pay a service fee, or contribute to a charitable organization as outlined in E. below.
- B. Present employees covered by this Agreement who are not members of the Association, or who do not elect to become or remain members, shall as a condition of continued employment, pay the equivalent of the Association's regular monthly dues and assessments, referred to as a service fee, to the Association for the duration of this Agreement.
- C. Covered employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement, who do not become members of the Association, shall, as a condition of continued employment, pay the equivalent of the Association's regular monthly dues referred to as a service fee to the Association for the duration of this Agreement. The obligation to remit dues or a service fee shall occur at the completion of the probationary period as defined in Article XXII, Section F., or thirty-one (31) days after a intra-Medical Center transfer, assignment or reinstatement.
- D. Should an employee, as described in either A. or B. above, fail to either join the Association or pay the service fee, this will be considered just cause for discharge upon the written request of the Association. The Association assumes full responsibility for the validity and legality of the provisions set forth in Article II and III. The Association, by execution of this Agreement, expressly agrees to indemnify and save the Medical Center harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of said Articles, including, but not limited to, a claim by an employee that the service fee, as herein established, is not equivalent to each employees' proportionate share of the cost of negotiating and administering the collective bargaining Agreement, including representation. The Association reserves the right to retain and select legal counsel for any of the above instances related to Association liability.
- E. Any employee who has a religious objection to the support of a labor organization, as interpreted by federal law, may direct that dues or service fees called for in this Article be contributed to an IRS qualified, non-religious charitable organization, approved by the Medical Center and Association.

Proof of Payment shall be the responsibility of the employee and must be given to the Medical Center, who will send it to the Association. This proof shall be provided to the Association thirty-one (31) days following the effective date of this agreement or in the event of new employees, following the completion of the probationary period.

- F. Names, addresses and salary rates of nurses employed to fill positions

covered by this Agreement shall be made available on a monthly basis to the Association by the Medical Center. Names of nurses promoted to permanent positions, excluded from the bargaining unit, shall also be made available to the Association so that they are not included in the collective bargaining activities of the Association.

- G. All new hires will be informed of the Association and given a list of materials provided by the Association.

ARTICLE III - PAYROLL DEDUCTION FOR ASSOCIATION DUES

- A. The Medical Center agrees to deduct from the wages of nurses covered by this Agreement, the Association dues or equivalent service charge in accordance with standard authorization forms used by the Association, a copy of which is attached hereto, provided said form shall be executed by each employee. The written authorization for Association dues deduction or equivalent fees deduction shall remain in full force and effect for the duration of this Agreement or as permitted by law.
- B. The dues or equivalent service charge shall be deducted in twelve (12) equal installments on each successive payroll date with appropriate adjustments being made for any nurse who is on PTO time, leave or layoff.
1. Dues or equivalent service charges which are deducted shall be sent to the Michigan Nurses Association, 2310 Jolly Oak Road, Okemos, Michigan 48864.
 2. The Association shall indemnify the Medical Center and hold it harmless against any loss or claims for damage resulting from payment to the Association of any sums deducted under this Article.
 3. The Medical Center will notify the Association of any Registered Nurse who claims exemption under Article II of this Agreement. It will be the responsibility of the employee to satisfy the Association that payment is being made.

ARTICLE IV - REPRESENTATION

- A. Registered Professional Nurses employed by the Medical Center and covered by this Agreement shall be represented by a Grievance Committee composed of nurse employees of the Medical Center. Their selection shall be in any manner determined by the nurses. The Medical Center will recognize grievance representatives and non-employee representatives in the administration of the provisions of this Agreement, processing of grievances and in special conferences that are herein provided. The Association will keep the Medical Center informed in writing of the names, shifts, units, and phone numbers of members and alternates who are members of this Committee.
- B. Non-employee representatives of the Association, after first notifying the personnel office, may visit the areas of the Medical Center where the Registered Professional Nurses they represent are located for the purpose of representing such nurses in accordance with this Agreement provided that such visits occur at reasonable intervals during the working hours and they do not interfere with the services of the Medical Center.
- C. Up to thirty-two (32) hours without loss of pay per week will be provided for official union activities related to contract administration to be allocated on a master monthly schedule as submitted by the Association. Examples of union activities will include the following: Contract administration, grievance procedures (excluding unscheduled disciplinary matters), PNEC, and MNA state offices and appointments meetings.
- D. Management will provide the members of the MNA Staff Council copies of Medical Center job descriptions for all newly created RN positions.
- E. Office space will be provided with the Shared Governance office with a separate telephone line (restricted to local telephone calls).

ARTICLE V - GRIEVANCE PROCEDURE

- A. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disagreements as they arise. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of a nurse or group of nurses.
- B. A grievance under this Agreement shall mean a complaint by a nurse or group of nurses based upon an event, condition, or circumstance under which a nurse works, allegedly caused by unjust treatment, or by a violation of misinterpretation of any section of this Agreement.
- C. Definitions:
1. The term "days" as used in this Article shall mean calendar days excluding holidays defined in ARTICLE XIII.
 2. The term "immediate supervisor" as used in this Article shall mean the appropriate Clinical Manager, Supervisor, or Department Director.
- D. Time limits, at any step in the grievance procedure, may be extended by written mutual consent of the parties. The grievance itself and all written responses must be delivered in person by the appropriate parties or designee(s) directly, not by inter-office mail or other means. Failure to comply with the above procedures by the Medical Center will result in automatic appeal to the next step in the grievance procedure. Failure to comply with the above procedure by MNA will result in discontinuation of the grievance.
- E. Steps in the Grievance Procedure
- Step 1: (Oral Grievance Conference) The aggrieved nurse shall, within seven (7) calendar days of the occurrence of the event forming the basis for the grievance, or within seven (7) calendar days after the grievant(s) obtained actual knowledge or could reasonably have obtained such knowledge of said event, present notice of request for a grievance conference to the immediate supervisor or designee. A conference will be scheduled within seven (7) calendar days of the notice of the oral grievance with the immediate supervisor or designee to discuss the grievance with a Grievance Committee Representative. The immediate supervisor or designee will orally respond within seven (7) calendar days of the first step conference.
- Step 2: (Submission of Written grievance) If the grievance is not resolved by the immediate supervisor, it will be reduced to writing and given to the appropriate Department Manager/Director or Service Line Vice President within seven (7) calendar days of the oral response in Step 1. The Director of Personnel Services may be present at Step 2 for purposes of fact finding and recommendations. The Medical Center shall render an

answer in writing (with copies to the grievant and the Grievance Committee Representative) within seven (7) calendar days after such conference.

Step 3: If the grievance is not resolved at Step 2, the grievant and Grievance Committee Representative together with a MNA representative of the Association, may meet and confer with the appropriate Vice President or their designees. The Step 3 meeting will be scheduled at the next designated monthly meeting with the MNA Representative and grievant through the office of Employee Relations, upon presentation of the grievance by grievant or Grievance Committee Representative within seven (7) calendar days of the written Medical Center answer at Step 2. The Director of Personnel Services will be requested to complete a fact-finding investigation and forward findings and recommendations to the Vice President or their designee. A written decision on the grievance shall be rendered within seven (7) calendar days after such conference with copies to the grievant, Grievance Committee Representative, and MNA Representative.

Step 4: Any grievance involving the application or interpretation of this Agreement, may be submitted to arbitration by the Association, provided notice of intent to arbitrate is given within forty-five (45) calendar days of receiving the Step 3 answer. Upon receipt of the notice or intent to arbitrate by the Medical Center, the parties shall proceed in the following manner:

- a. The parties shall attempt to agree upon an arbitrator.
- b. Failing agreement within fourteen (14) calendar days of receipt of the notice of intent to arbitrate, one of the parties may submit the grievance to the American Arbitration Association requesting selection of an arbitrator in accordance with its voluntary labor arbitration rules which are hereby incorporated by reference. Without mutual agreement between the Association and the Medical Center, no more than one (1) grievance may be submitted to arbitration at a time.
- c. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement regarding the grievance in question, but shall not have the power to alter or modify the terms of the contract. With respect to arbitration involving discipline of an employee, the arbitrator shall determine if the discharge or discipline was for just cause and review the penalty imposed, and if it is determined that the penalty is inappropriate and/or unduly severe, the arbitrator may modify the penalty accordingly or uphold it if deemed appropriate. Any case appealed to the arbitrator, over which there is no authority to rule, shall be referred back to the parties without decision. No award by the arbitrator shall be retroactive beyond forty-five (45) calendar days prior to the occurrence of the facts which gave rise to the grievance. No award of an arbitrator shall affect any employees of the Medical Center other than the grievant or grievants. The decision of the

arbitrator shall be final and binding on the Medical Center, the Association and the grievant.

- F. When any of the steps in the grievance procedure occur during the working hours of the aggrieved party and/or members of the Grievance Committee, and their presence at these steps is reasonably required, such Registered Professional Nurses will be allowed time away from work (without loss of pay at his/her straight time hourly rate) providing the supervisor and the Grievance Committee Representative agree that patient care will not be unreasonably interrupted during this absence. Patient care coverage will not be unreasonably withheld during this absence.
- G. Should the Association desire to contest the dismissal of any Registered Professional Nurse, notice shall be given to the Medical Center within seven (7) calendar days of date of dismissal and the issue shall thereafter be submitted and determined under the Grievance procedure set forth in this Agreement commencing at Step 3 of the Grievance Procedure.
- H. Group Grievance.
The Association may initiate a grievance at Step 3 of this Article which impacts the bargaining unit, provided such grievance has the authorized signature of a bargaining unit member.
- I. The expense of the arbitrator and hearing facilities shall be borne equally by both parties.

ARTICLE VI - SHARED GOVERNANCE

A. Intent

The parties recognize that the challenges which face the health care delivery system are complex and rapidly changing. The parties agree that problem-solving and decision-making best occurs where consensus between management and staff is achieved.

The parties are developing draft policies and by-laws which will define nursing shared governance concepts and the councilar model. The parties agree to continue to support and encourage the role of the shared governance structure as a vital asset to the Medical Center.

B. Relationships

The parties recognize that shared governance is subject to the terms and conditions of this Agreement.

C. Council Structure

The organization-wide shared governance structure includes the Professional Nursing Executive Council, the Practice Council, the Quality Improvement Council, the Education Council, and the Management Council. Such councils perform the duties as described herein:

1. Professional Nursing Executive Council - Duties include but are not limited to operationalization of by-laws, establishment of goals, policy, precedent for the shared governance system, assignment of accountability to councils and resolution of accountability conflicts between councils.
2. Practice Council - Duties include but are not limited to defining nursing practice.
3. Quality Improvement Council - Duties include but are not limited to measurement of activities related to professional nursing practice.
4. Education Council - Duties include but are not limited to assuring competence through orientation, continuing education, and preceptorship programs, and maintenance of communication systems between councils, staff, management, and executives.
5. Management Council - Duties include but are not limited to the coordination, integration, and facilitation of human, fiscal, material, and support resources.

Each department also includes a shared governance committee. Such committees are accountable for applying the organization-wide council protocols at the department level. From the elected membership of the

department-based committee, the Association will designate one representative. Each department-based committee will facilitate communications between the committee and organization-wide shared governance councils.

The parties acknowledge that decision making is facilitated by communication between management and staff. In all cases, the parties acknowledge the importance of responsible communications.

D. Payment

The Medical Center will, for the life of this Agreement, continue to compensate those RN's voluntarily participating in council activities for actual time spent at their straight time hourly rate. Time spent in Shared Governance activities will count as hours worked for the purpose of calculating overtime effective May 1, 1993; subject to the following condition:

After considering recommendations made by the MNA, the Shared Governance Council(s) and Management Council will determine the number of hours to be allocated to Shared Governance and will develop a system to account for time spent on Shared Governance activities. These guidelines shall be developed within six (6) months of the ratification of this Agreement.

E. Changes

Shared governance council recommendations for change shall be forwarded to the Professional Nursing Executive Council, the Vice President for Human Resources and the MNA Labor Representative. A reply to each recommendation must be communicated within thirty (30) days. If the parties elect to pursue a recommendation which would require an amendment to the Collective Bargaining Agreement, the negotiating teams will meet as soon as possible to consider the possibility of an immediate change in the contract. Until the recommendations of the Councils are developed and approved, the other terms and conditions of the Collective Bargaining Agreement shall remain in full force and effect. If any recommended changes will require layoff of RN's, then the layoff shall be subject to discussion with the Association regarding the process and the effect of the layoff prior to implementation.

All matters raised by the Association which deal with the administration of the existing contract or the application of its terms shall be reviewed through the special conference procedure provided by Article VII.

F. In the event that the shared governance structures ceases to function for any reason, the Professional Nurse Practice Committee shall be re-instituted under the terms set forth in the Borgess/MNA Collective Bargaining Agreement expiring June 30, 1990.

ARTICLE VII - SPECIAL CONFERENCE

- A. A Special Conference shall relate to matters regarding the application, interpretation, and administration of the collective bargaining agreement. Matters pertaining to the RNs professional working relationship and nursing standards may be an issue for a Special Conference if referred through the Shared Governance process. A Special Conference may be requested by either the Medical Center or the Association. An agenda for the Special Conference meeting must be mutually agreed to by the parties seven (7) days prior to the meeting. The meeting's discussion will be limited to the agenda, unless mutually agreed otherwise. The attendees at the Special Conference meeting shall normally be limited to the negotiating teams from the Medical Center and the Association. The parties may mutually agree to invite others to participate where appropriate.
- B. Members of the Association shall lose neither time nor pay for attendance at such conference.
- C. The Association representatives may meet in a place designated by the Medical Center, on Medical Center property, not more than thirty (30) minutes preceding the meeting with representatives of the Medical Center.

ARTICLE VIII - SENIORITY

A. Seniority has more than one definition in this Agreement. The following definitions shall apply as appropriate:

1. Medical Center Seniority. Medical Center seniority is the length of continuous service with the Medical Center since the employees most recent date of hire.
2. Medical Center Benefit Date. The Medical Center benefit date is the starting date of an employees current uninterrupted tenure in a full-time, regular part-time, or part-time position. This seniority date is used to calculate eligibility for leaves of absence without pay, accumulated PTO, insurance and retirement benefits.
3. Bargaining Unit Seniority. Bargaining unit seniority is the length of service as a Registered Professional Nurse (including GN time) in a position within this bargaining unit. Bargaining unit seniority is described in units of pay periods.

An RN who transfers to a position outside the bargaining unit, but who remains in a position with the Medical Center, will retain bargaining unit seniority accumulated prior to leaving the bargaining unit and have that seniority restored after being placed back into the bargaining unit.

All seniority accumulated by Management RNs and PRN RNs through June 30, 1986, shall be preserved and shall be applicable as bargaining unit seniority.

Bargaining unit seniority shall be used in processing layoff and recall, transfers and vacancies, educational leaves of absence, educational development, wages and PTO scheduling.

4. In each case where there is a tie among nurses on their seniority, the procedure provided for in Article IX, Section F, (7), shall apply.

B. The Medical Center shall provide the Association with a complete seniority list by pay periods as determined on 10/01/90. This list shall be brought up-to-date quarterly on the first day of March, June, September, December. A list shall be posted on the Union bulletin board. The Medical Center shall provide the Association with at least monthly notices of all additions and deletions to the bargaining unit. Names, addresses and social security numbers of nurses having a change in status the previous month shall also be made available to the Association on a monthly basis.

C. Loss of Seniority.

1. General Rules. An employee covered by this Agreement shall cease to have seniority and shall have his/her name removed from the seniority list, in the event:

- (a) S/He is discharged for just cause and the discharge is not reversed; or
- (b) S/He retires; or
- (c) S/He quits; or
- (d) S/He is laid off for a period of one (1) year; or
- (e) S/He accepts employment elsewhere while on a leave of absence (other than an Association business leave of absence or if the employment is approved by the Medical Center) or is self-employed for the purpose of making a profit, during a leave of absence; or
- (f) S/He fails to report for work on the first working day after expiration of a leave of absence; or
- (g) S/He fails to report for work within seven (7) working days after s/he is notified of recall to do so--in person, by telephone, or by telegram or by certified or registered mail sent to his/her address of record with the Medical Center; or

Provided that, in the case of notice given in person or by telephone the Medical Center shall promptly thereafter give to the Association a memorandum, in writing, that it has given such notice; or
- (h) S/He is absent from work, without notice or without permission for three (3) consecutive scheduled workdays; or
- (i) S/He is on disability leave of absence for a period of one (1) year; or
- (j) S/He becomes unable to work as a Registered Nurse through loss of required state licensure.

ARTICLE IX - LAYOFF AND RECALL PROCEDURE
and Short Term Staffing Reductions (Low-Need Days)

A. General.

1. A layoff is a reduction of employees for lack of work for an indefinite period of time. A low-need day is a limited reduction in staff scheduled to work but who are not needed that specific day due to work load requirements. In each case, the reduction will be made within the designated clinical groups by cost center(s) as appropriate. These clinical groups are:
 - a. CVL, CVL Recovery, CVL Observation, 8-NW, Cardiac Rehab.
 - b. 3-C, 3-NE, 3-NW, 2-NE, 2-NW, 7-NW, Neuro Rehab.
 - c. Family Care Unit, Nursery, Peds.
 - d. OR, CSS, OPS.
 - e. Psych.
 - f. ICU, NCU, CCU, CSU, CSRU, PACU, ETC.
 - g. Outpatient Clinics, Geriatric Center.
 - h. Radiology, CT Scan, GI Lab.
 - i. In-Patient/Out-Patient Dialysis.
 - j. PST, Pre-Plan, U.R.
 - k. Multi-Clinical Groups.
2. In all cases of the application of seniority, pursuant to this Article, where a determination must be made about an RN's "current qualifications/competency" to perform the available work, the Medical Center shall take into account particular skill, ability, experience, and education of the RN. The final determination of competency shall be made by the Medical Center after consultation with the individual RN and with the Association.
3. For purposes of selecting employees for layoff by shift and defining the job movement rights outlined in paragraphs B and C below, non-traditional and 10/12 hour shifts will be considered a part of the shift in which the majority of the hours fall.
4. The Medical Center shall give at least two (2) weeks notice of layoff to the Nurse and the Association. Nurses notified of layoff will be provided with their job movement options, the RN will be

given twenty-four (24) hours to choose an option as outlined in (C.) Job Movement.

5. In all cases where a layoff is deemed necessary, the Medical Center shall also determine whether the layoff shall impact positions designated as part-time, regular part-time, or full-time. For purposes of this Article, the employee's status is defined by the number of hours assigned by pay period, which fall into the categories of part-time, regular part-time, or full-time; this status is referred to as schedule designation. The employees affected by the layoff decision shall exercise their job movement rights only within the group of other positions/employees which have the same schedule designation.
6. For all purposes of this Article, seniority shall refer to bargaining unit seniority.

B. Layoff.

When it becomes necessary to layoff nurses, all available open positions within the bargaining unit shall be frozen. These positions will not be offered to any other applicant until all displaced nurses have completed the layoff process. The following order will be used in selecting the individuals to be displaced:

1. Non-bargaining unit members.
2. If further layoffs are necessary, the employees in the cost center on the shift and with the schedule designation affected by the layoff with the least bargaining unit seniority will be laid off first, and so on, providing the remaining employees in the cost center have the skill, ability, and availability to qualify to do the remaining required work.

C. Job Movement.

Within the scope of a layoff a bargaining unit RN may be displaced or laid-off. There are two (2) job movement paths which could result from a reduction in force:

1. The RN must choose to sequentially follow steps a-f listed below. If any available option is declined within one of these steps, it will be considered a voluntary resignation.
 - a. The RN accepts any available open position, whether posted or not, with the same schedule designation within the cost center, for which s/he is currently skilled to perform without added training or formal orientation.
 - b. The RN accepts any available open position, whether posted or not, with the same schedule designation within the bargaining unit, for which s/he is currently skilled to perform without

added training or formal orientation.

- c. The RN displaces the least senior RN within the same cost center with the same schedule designation.
 - d. The RN accepts any available open position, whether posted or not, within the bargaining unit with the same schedule designation, regardless of qualifications. However, upon acceptance of such a position, the RN must make reasonable progress towards meeting the position qualifications identified during the orientation process. If reasonable progress is not made, the employee will be laid-off; if the employee is laid-off, the employee's recall rights will be limited to positions for which s/he has current qualifications.
 - e. The RN displaces the least senior RN with the same schedule designation within the bargaining unit. Upon acceptance of such a position, the RN must make reasonable progress towards meeting the position qualifications identified during the orientation process. If reasonable progress is not made, the employee will be laid-off; if the employee is laid-off, the employee's recall rights will be limited to positions for which s/he has current qualifications.
 - f. The RN chooses job movement path (2), or accepts a layoff, or transfers to PRN status.
2. The RN may be designated as being in a "pre-layoff" status. This is an indication that at the end of the Medical Center layoff process the RN will choose among those remaining open positions, regardless of qualifications. Upon acceptance of such a position, the RN must make reasonable progress towards meeting the position qualifications identified during the orientation process. If reasonable progress is not made, the employee will be laid-off or transferred to PRN status; if the employee is laid-off, the employee's recall rights will be limited to positions for which s/he has current qualifications of the remaining positions, like schedule designations must be selected first. To preclude layoff, the nurse may select a position different from their schedule designation, if no like positions (i.e., same schedule designation) are available.

D. Recall.

1. Recall shall be in inverse order of layoff.
2. Except as otherwise provided under (C) Job Movement of this Article, an employee being recalled will be placed in a position for which they may become qualified with the appropriate orientation. If reasonable progress is not made, the employee will be laid-off and the employee's recall rights will be limited to positions for which s/he has current qualifications.

3. It shall remain the responsibility of the laid-off nurse to notify the Medical Center's Personnel Services Department of any changes in address or telephone number. Nurses who remain on layoff for a period of more than twelve (12) consecutive months pursuant to the provisions of Article VIII, c(1)(d), shall lose their seniority and will not be considered for job placement.

E. Realignment.

When a RN's original position again becomes available, they shall have the option to remain in the realigned position or return to their original position by designating "recall" on the posting form within eighteen (18) months of realignment.

F. Short-Term Staff Reduction/Low-Need Days.

A low-need day is a limited reduction in staff scheduled to work but who are not needed that specific day due to work requirements. Low-need days will not be used as an advanced scheduling system. The following guidelines will be used when individuals are low-needed from their regularly scheduled shift:

1. Reasonable attempts will be made to notify the employee that a low-need situation exists within an appropriate time frame prior to the start of the shift; the maximum notification time will be sixteen (16) hours prior to the start of their shift. At a minimum, employees will be notified that a low-need situation exists one (1) hour before the employee's shift; provided, however, if reasonable attempts have been made and the employee cannot be notified, the employee will be notified at the start of the shift.
2. PRN RNs who are covering for MNA bargaining unit hours will be sent home before a bargaining unit RN receives a low-need day. This includes employees on the same unit and shift and/or a different unit/same shift, if the bargaining unit RN uses the low-need identification system. Until a low-need identification system is agreed upon and established, the computer memo system will be utilized.
3. RNs working additional hours resulting in overtime/premium pay will be mandated next.
4. Steps 1-3 above must be completed first when considering a low-need day; after these steps have been completed the following guidelines apply:
 - a. Volunteers are to be solicited next.
 - b. If units have a low-need system currently in place to which a majority of the staff agrees, that system may continue to be utilized.

- c. If units do not have a mutually agreeable system, a sign-up list will be posted with the schedule reflecting all days and shifts. Bargaining unit RNs may sign this list to volunteer for low-need days, as this will reduce the number of contacts needed to be made. If there are no signatures for that particular day and shift, volunteers must be sought starting with the RN with the most bargaining unit seniority.
5. If there are no volunteers, low-need days will be assigned to the least senior nurse for the particular unit and shift.
6. If a bargaining unit RN receives a low-need day, that RN will initially be asked whether they wish to be called back into work for the remainder of their shift if the unit's staffing needs change.
7. If bargaining unit RNs on the same unit have identical bargaining unit seniority dates, low-need days will be alternated. The alternation will begin with the least senior of the individuals involved, which will be determined by the following process:
 - a. If two (2) individuals have identical bargaining unit seniority dates, the individual whose last digit in their social security number is higher shall be considered more senior.

For example:

Employee X - 380-56-7293
Employee Y - 381-92-5627

Employee Y would be considered more senior than Employee X.
 - b. If two (2) individuals have the same last digit in their social security number, the individual with the higher last two (2) numbers would be considered more senior.

For example:

Employee X - 380-56-7293
Employee Y - 381-92-5623

Employee X would be considered more senior than Employee Y since 93 is higher than 23.
8. Reassignments on a low-need day will only occur upon mutual consent between the nurse and the Medical Center within a clinical group if a unit is in a situation where another RN is being mandated overtime. Additionally, nurses assigned to a low-need day may volunteer to work available replacement hours on other units outside the clinical group. These hours worked will be eligible for reassignment pay.

9. RNs volunteering to work outside their clinical group after receiving a low-need day shall contact their immediate supervisor as soon as practical. The employee's name will be entered into the low-need identification system by the immediate Supervisor/Charge Nurse.
 - a. Decisions to award available/replacement hours will be determined by the immediate Supervisor/Charge Nurse of the receiving unit and will be based on seniority.
 - b. Late arrivals for low-need available/replacement hours are not subject to corrective action. (See Article XIX)
 - c. Bargaining unit employees receiving low-need days will be offered available/replacement hours which either are not previously committed or have been filled by PRN or agency nurses.
10. Available/replacement hours resulting from call-ins that arise after one (1) hour prior to the start of the shift will be offered first to any qualified bargaining unit employee whose name appears on the low-need identification system, and then to any qualified employee.
11. If a nurse is mandated low-need day, and there are no hours available, there will be no loss of swing or administrative pay, if the nurse has correctly followed the procedure for entry into the low-need day system.
12. When an employee is mandated to take low-need days resulting in a decrease of their scheduled hours by twenty (20) percent in a pay period for a maximum of two (2) consecutive pay periods (see below).

A meeting will be held in that cost center with the Association representative to discuss the situation.

80 hour employee = 16 hours per pay period
64 hour employee = 12 hours per pay period
48 hour employee = 8 hours per pay period
32 hour employee = 8 hours per pay period

ARTICLE X - TRANSFERS & VACANCIES

- A. A vacancy is defined as a bargaining unit position resulting from a newly created job or by discharge, resignation, retirement, death or transfer.
- B. When filling a vacancy, the vacancy shall be posted on the appropriate Association bulletin board for a period of seven (7) calendar days, including weekends and national holidays.
 - 1. The posting shall indicate the bargaining unit position by title, clinical group, cost center, shift, designated hours, and holiday rotation where appropriate. The posting shall also indicate the qualifications expected of Nurse applicants. The posting shall indicate whether the open position is temporary in nature.
 - 2. The Medical Center agrees to maintain and post an up-to-date list of unfilled positions. Present bargaining unit employees may apply at any time for these positions and shall be given preferential consideration if qualified.
- C. Nurses who desire to be considered for an open position shall sign the posting according to the appropriate procedure within the seven (7) calendar days designated above. Those RNs qualified for the open position will be interviewed for that position, those nurses who do not meet the specific posted qualifications may sign the posting and will be considered if they provide written documentation on an inter-departmental transfer form of why they should be considered; in either case, the Medical Center will make these considerations prior to hiring RNs from outside the Medical Center.
- D. The vacancy shall be awarded to the qualified applicant for the job opening taking into account the Nurse's skills, ability, experience, and education. In the event that there are two (2) or more equally qualified applicants, the Nurse with the most bargaining unit seniority will be awarded the position. Where there are qualified applicants, notice of the award will be given within ten (10) days following the seven (7) day posting period. The successful applicant will be placed into the position within four (4) weeks of the notice of award, unless the Medical Center and the Association agree otherwise.
- E. Nurses who are not awarded posted positions, who have properly applied for those positions, will be notified in writing that they were not successful applicants.
- F. The Nurse must normally remain in a position obtained through the processes of this Article for six (6) full months before they may be considered for another position vacancy. If a longer commitment is required, the Association will be notified. In such cases, the posting notice will contain that requirement. This provision does not apply to shift changes in the same cost center. Once a successful Nurse applicant

is transferred to the position, the Nurse shall have twenty-eight (28) calendar days to decide to continue in the position or be returned to the previously held position.

- G. Nurses transferring into a clinical group or cost center, that requires additional orientation, shall be placed in an orientation status for the position for a total of twenty-eight (28) calendar days. Evaluation of the work performance will be discussed with the Nurse at the end of ten (10) and fifteen (15) calendar days. If, at any time during the twenty-eight (28) day period, it is determined that the Nurse is unable to meet the new position requirements, the Nurse will be returned to the position held prior to the transfer.
- H. In the event a vacancy remains unfilled, the Medical Center may fill the vacancy on an interim basis with qualified personnel from any source.
- I. During the interim period when a vacancy remains unfilled, pursuant to the procedures of this Article, the Medical Center may, in order to meet its staffing needs, take the following action:
 - 1. Initially the Medical Center may elect to fill a vacancy(s) on a volunteer basis for a designated period.
 - 2. If there are no volunteers, the Medical Center may fill the vacancy by rotation of existing nursing staff for the balance of the posted monthly schedule. The staff shall be consulted concerning the problems inherent in such a rotation with consideration given to the personal situations of the Nurses. The burden of rotation shall be divided as equally as possible. Normally, one (1) scheduled block rotation from any Nurse's regularly scheduled shift, beginning with the least senior qualified Nurse, will be utilized until all Nurses have been so rotated. As necessary, the same rotation shall be repeated.
 - 3. At the end of the posted schedule, if the vacancy still exists, the staff will be asked to voluntarily rotate through the position for no longer than twenty-six (26) weeks in CCU or CSU, twenty-six (26) weeks in OR and the remaining critical care areas, and twelve (12) weeks in general nursing areas.
 - 4. If the staff does not voluntarily agree to rotate as described in 3 above, the Medical Center shall fill the position by assigning the least senior qualified member of the staff (in the same status) to the position for the balance of the appropriate time period. In such a situation, the Nurse so assigned is guaranteed a return to the Nurse's original position at the end of such time period.
- J. A nurse filling a temporary position will be required to fulfill that position through its time frame. This position will be considered a bargaining unit position. Upon expiration of the temporary position, the RN may bid into an open position for which the RN is qualified or be transferred to PRN status.

- K. If an employee on a leave of absence creating a temporary position does not return to the Medical Center, pursuant to the proper application of the leave of absence procedures, the Nurse awarded the temporary vacancy will have the option to remain in that position.

- L. In the event there are no qualified applicants for a vacancy, the Medical Center may fill the vacancy from any other source. However, the Medical Center will make every attempt to fill its vacancies within the bargaining unit by promotion or transfer from the present employee complement of Registered Nurses.

ARTICLE XI - ORIENTATION, EVALUATION AND LICENSURE

- A. Orientation: All nurses shall receive an orientation consistent with Medical Center policy developed through the processes of Article VI. Unit based Shared Governance committees and appropriate Clinical Nurse Educators will review these orientation programs and implement necessary improvements within budgetary constraints.

- B. Evaluation: Borgess Medical Center through the processes of Article VI will develop and approve a standard evaluation form based on position description which shall be reviewed annually and revised as necessary. Each RN upon employment shall receive a copy of the written standardized evaluation.

- C. All Registered Nurses are accountable for their own professional licensure and must present verification of current licensure (to the Director or Clinical Manager) by May 31 of the expiration year.

- D. Staffing issues, including lunch breaks, which cannot be resolved at the unit level will be referred to the Shared Governance process; if the issue remains unresolved, a Special Conference may be initiated to resolve these issues. The Medical Center will coordinate staffing with other classifications in an attempt to see that nurses will be able to regularly take their scheduled thirty (30) minute lunch breaks.

ARTICLE XII - LEAVES OF ABSENCE

A. Leave of Absence Without Pay.

1. Personal

- a. Registered Professional Nurses may be granted a leave of absence without pay from the Medical Center for a period of not more than thirty (30) consecutive days. Such requests for leave must be made in writing at least two (2) weeks in advance to the appropriate supervisor (as defined in Article V, Section C of this Agreement) and must be approved in writing. Such leaves or extensions shall be for a fixed period of time. In the event the matter is of an urgent nature, the leave may be granted upon one (1) day notice to the appropriate immediate supervisor or in his/her absence, the Director/Manager of the department.

2. Military Leave

The Medical Center agrees to abide by the provisions of state and federal law with respect to a leave of absence for military service including Reserve and National Guard Duty.

3. Educational Leave

The Registered Professional Nurse may apply for an educational leave subject to the following conditions:

- a. The leave may be requested for a maximum of two (2) years and may be extended upon application to the Director/Clinical Manager.
- b. Proof of attendance, i.e., submission each semester of verification of a course grade of "C" or better will entitle the Registered Professional Nurse to continue the educational leave of absence. If proof of attendance is not submitted or a grade of at least "C" or better is not achieved, the educational leave of absence will be considered to be terminated.

4. Child Care Leave

Following the birth of an employee's child or following the adoption of a child, a non-probationary employee, upon written request submitted at least five (5) days prior to absence by reason of the birth of the child, and within five (5) days after the receipt of a child through adoption, shall be granted a leave of absence for up to six (6) months. The leave may be extended by the Medical Center for additional periods but in no case shall a leave and extensions

exceed one year.

5. Family Leave

Leave of absence without pay shall be granted for up to twelve (12) weeks to care for a seriously ill child, spouse, or parent. A doctor's certification may be required to verify a serious illness. Extenuating circumstances for family members, other than listed above, will be considered on an individual basis.

6. General Guidelines for Leaves of Absence Without Pay

- a. Employees on an authorized leave of absence will accumulate Medical Center and bargaining unit seniority during such leaves.
- b. The nurse will give the Medical Center five (5) days notice of the date s/he will return to work. Overstaying an approved leave of absence without notification to the Medical Center will be considered a voluntary resignation.
- c. During a leave of absence from the Medical Center, it is the responsibility of each employee to pay (unless otherwise provided by law) for the cost of their flexible benefit package and dues or equivalent service charges as required by Article II until s/he returns to work. Failure to make arrangements will result in the expiration of insurance benefits.
- d. PTO A must be used during personal, educational, and family leaves.

7. Return to Work Guidelines for Leaves of Absence Without Pay

a. Educational or Personal

Upon timely return from an educational or personal leave of absence of less than thirty (30) calendar days, the RN shall be placed in the position (unit only) held prior to the leave. After thirty (30) days, the RN shall be placed in an available open position comparable to the one held prior to the leave and to which her/his seniority and qualifications would entitle her/him.

If no position exists, the RN will be laid-off or have the option to go PRN. Recall rights will be limited to like status and the individual must be qualified for any future available positions.

b. Military

A return from a military leave within the time period(s)

provided by federal or state law will require that the RN be placed in a comparable position as required by law.

c. Family Care Leave

Upon timely return from a family leave, as defined in Article XII A(5), of less than thirty (30) calendar days, the RN shall be placed in the position held prior to the leave, including unit and shift. Following leaves in excess of thirty (30) calendar days and up to twelve (12) weeks, the RN shall be placed in an available open position comparable to the one held prior to the leave.

If no position exists, the RN will be laid-off or have the option to go PRN. Recall rights will be limited to like status and the individual must be qualified for any future available positions.

d. Child Care Leave

Upon timely return from a child care leave of absence as defined in Article XII, A(4) of less than thirty (30) calendar days, the RN shall be placed in the position held prior to the leave to include unit and shift. After thirty (30) days, the RN shall be placed in an available open position comparable to the one held prior to the leave and to which her/his seniority and qualifications would entitle her/him.

If no position exists, the RN will be laid-off or have the option to go PRN. Recall rights will be limited to like status and the individual must be qualified for any future available positions.

B. Medical Disability Leaves

1. A full-time or regularly scheduled part-time employee may be granted a medical disability leave if s/he is disabled for seven (7) or more consecutive calendar days due to illness, injury, or pregnancy under the following conditions:
 - a. The nurse promptly notifies the Medical Center of the necessity of the leave.
 - b. The nurse provides a statement from a medical doctor/DO or qualified psychologist stating the reasons for the leave and the expected length of disability.
 - c. Where a question exists as to the appropriateness of a medical disability leave or return therefrom, the Employee Health Office and Human Resources department will confer with the affected nurse and the Association and may require the nurse to be evaluated by a licensed professional of its choosing.

If a difference of opinion exists between the nurse's and the Medical Center's medical professionals involved, these medical professionals will mutually choose another qualified party to render a third opinion.

- d. A medical disability leave shall be for a maximum period of one (1) year. The leave may be renewed for a specific period provided the nurse submits appropriate documentation of the necessity for the extension and if the extension is requested at least fourteen (14) days prior to the expiration of the initial leave.

2. General Guidelines for Medical Disability Leaves

- a. Employees on a medical disability leave of absence will accumulate Medical Center and bargaining unit seniority during such leave.
- b. The Registered Professional Nurse shall be placed in the position held prior to the medical leave provided they return within six (6) months from the date the leave of absence begins. After six (6) months up through the full term of the leave, the RN may be returned to an available open position for which they are qualified, or transfer to PRN status during the same period.
- c. A medical disability leave extending beyond its approved term will result in termination and a loss of seniority pursuant to Article VIII (C)(1.)(i.).
- d. Unless as otherwise provided by law, employees on a medical leave of absence must pay for the cost of their flexible benefit package beginning with the third full month on medical leave and continuing until s/he returns to work. This same stipulation will apply to union dues or equivalent service charges as required by Article II. Failure to make arrangements will result in the expiration of health insurance coverage.
- e. PTO(B) must be used during a medical disability leave and PTO(A) may be used at the employee's option.
- f. If the employee is ill more than seven (7) consecutive calendar days, they will be required to contact the Employee Health Office to initiate a request for a medical disability leave.
- g. An employee on an approved medical disability leave will receive their wage increase or longevity bonus on their wage anniversary date.

ARTICLE XIII - PAID TIME OFF

SECTION I - Benefit Accrual.

- A. There will be two banks of PTO for each employee in the program. These banks will be (A) Scheduled PTO and (B) Unscheduled PTO.

The "deposit" rate will be determined by the anniversary of the Medical Center benefit date of the employee. Deposits into the PTO (A) and PTO (B) bank will only be made while an employee is in an active status.

Due to the variety of shift lengths worked, those 10 and 12 hour shifts, as described under Appendix II, Fact Sheet I, require PTO (A) accumulations to be adjusted by 2 and 4 hours respectively. Employees working these shifts on 1/1/91 will receive a check in conjunction with the PTO (B) reimbursement schedule (2 hours PTO (A) for 10 hour employees and 4 hours PTO (A) for 12 hour employees).

- B. 1. (A) Bank Accrual. The (A) bank is composed of days off traditionally treated separately as vacation days, national holidays, personal days, floating holidays, birthday, and a RN day for all full-time individuals. The (A) bank for regular part-time employees will not include time for national holidays. PTO (A) will be computed on employee seniority and employee status (full-time, regular part-time, part-time). The deposit rates are:

YR 0 - 1	FT	22 x 8	176/26 = 6.77
	RPT/PT	10 x 8	80/26 = 3.08
YR 1 - 2	FT	24 x 8	192/26 = 7.38
	RPT/PT	11 x 8	88/26 = 3.38
YR 2 - 3	FT	25 x 8	200/26 = 7.69
	RPT/PT	12 x 8	96/26 = 3.69
YR 3 - 4	FT	26 x 8	208/26 = 8.00
	RPT/PT	12 x 8	96/26 = 3.69
YR 4 - 5	FT	27 x 8	216/26 = 8.31
	RPT/PT	13 x 8	104/26 = 4.00
YR 5 - 7	FT	28 x 8	224/26 = 8.62
	RPT/PT	13 x 8	104/26 = 4.00
YR 7 - 9	FT	31 x 8	248/26 = 9.54
	RPT/PT	15 x 8	120/26 = 4.61
YR 9 - 14	FT	33 x 8	264/26 = 10.15
	RPT/PT	16 x 8	128/26 = 4.92
YR 14 - 19	FT	35 x 8	280/26 = 10.77
	RPT/PT	17 x 8	136/26 = 5.23
YR 19 - 24	FT	37 x 8	296/26 = 11.38
	RPT/PT	18 x 8	144/26 = 5.54
YR 24+	FT	38 x 8	304/26 = 11.69
	RPT/PT	19 x 8	152/26 = 5.85

- C. (B) Bank Accrual. PTO (B) will be computed on employee status (full-time and regular part-time). The deposit rates are:

FT 6 days x 8 hours = 48/26 pay periods = 1.85 hours
RPT 3 days x 8 hours = 24/26 pay periods = .92 hours

- D. The annual (A) bank deposit rate is also the maximum accrual amount for employees in that amount of Medical Center seniority. Employees may accrue in the PTO (A) bank no more than that maximum accrual amount. When this maximum is reached, no more time can be earned and deposited.

- E. To accommodate employees moving from status to status within the Medical Center, the following guidelines will apply:

From FULL-TIME to REGULAR-PART-TIME

1. Pay off PTO A down to 4 pay periods below new maximum.
2. Pay off PTO B down to same rate as RPT status.

From FULL-TIME to PART-TIME

1. Pay off PTO A down to 4 pay periods below new maximum.
2. Pay off PTO B.

From FULL-TIME to CALL

1. Pay off all PTO A.
2. Pay off all PTO B.

From REGULAR-PART-TIME to PART-TIME

1. Pay off PTO A down to 4 pay periods below new maximum.
2. Pay off all PTO B.

From REGULAR-PART-TIME to CALL

1. Pay off all PTO A.
2. Pay off all PTO B.

From PART-TIME to CALL

1. Pay off all PTO A.

- F. Each employee will have a record of PTO on their pay stub. The Department Director will also be given these balances on each pay period.

SECTION II - Scheduling.

- A. PTO time must be used for any time away from work; except in the case of low-census days and other days designated in Section IV hereof. If an employee goes home on a low-census day on a voluntary basis or involuntary basis, they may use scheduled or unscheduled PTO or receive no pay at all.

1. All requests for PTO (A) time must be made in writing to the appropriate scheduler two (2) weeks prior to posting of the

schedule. If requests for PTO (A) are received eight (8) weeks or more prior to the posting of the schedule, the notice of approval or disapproval will be returned to the employee within four (4) weeks after submission.

2. Approval of PTO (A) is contingent upon the number of hours available in an individual's PTO (A) bank.
3. Conflicts in PTO (A) schedules shall be resolved in favor of the employee with higher bargaining unit seniority, provided the employee has submitted their request between January 1 and January 31, of the current year for PTO (A) for April 1, of the current year through March 31, of the subsequent year. Notice of approval or disapproval will be returned by February 28th of the current year. After January 31st, PTO (A) time shall be scheduled in order of requests received, regardless of seniority.
4. If a PTO (A) request is turned in prior to January 1 for April 1 to March 31 year, it will be returned to the nurse with notice to resubmit during January.
5. Where the request for PTO (A) is submitted within the appropriate time frame and cancelled by Borgess Medical Center, the nurse who is at their maximum PTO time and denied PTO will be allowed to carry over their PTO (A) time for a period of thirty (30) calendar days.
6. Each unit in conjunction with the unit Shared Governance Committee will meet with the Director or designee to review and resolve conflicting PTO (A) requests on the basis of staffing and budgetary constraints. If no agreement is reached or if unscheduled absences present staffing problems, the following applies:
 1. A minimum of one (1) RN per week (Sunday - Saturday) will be granted PTO (A) time on each shift with four (4) or more RNs.
 2. A minimum of two (2) RNs per week (Sunday - Saturday) will be granted PTO (A) time on each shift with five (5) or more RNs.

EXAMPLE:

(1) Four (4) or less RNs per shift

- a. Unit has a 7:00 a.m. - 3:30 p.m. and a 3:00 p.m. - 11:30 p.m. shifts.
- b. For 7:00 a.m. - 3:30 p.m. shift, one (1) person, at a minimum, shall be granted PTO (A) time.

- c. For 3:00 p.m. - 11:30 p.m. shift, one (1) person, at a minimum, shall be granted PTO (A) time.
- d. A total of two (2) people will receive approval for PTO (A) requests during the week extending from Sunday through the following Saturday. PTO (A) time may or may not fall on every day of the week dependent upon the requests submitted by those two (2) RNs.

(2) Five (5) or more RNs on the applicable shift

- a. For day shift: Two (2) persons, at a minimum, will be granted PTO (A) time.

For evening shift: Two (2) persons, at a minimum, will be granted PTO (A) time.

- b. A total of six (6) people will receive approval for PTO (A) time during the week extending from Sunday through the following Saturday. PTO (A) days may or may not fall on every day of the week dependent upon the requests submitted by these six (6) RNs. This assumes that all shifts have five (5) or more RNs.

- (3) The Medical Center believes that time away from the Medical Center is important for all RN's to receive. These are minimum approved contractual requirements; any requests above these minimums must be forwarded to the unit Shared Governance group. If the issue remains unresolved, a Special Conference will be initiated to resolve these issues.

The Medical Center will have the option to fill these hours (the second granted request) with any qualified employee.

- 7. PTO may only be used when an employee has completed the sixty (60) day probationary period although it accrues from the first day of employment.
- 8. Two times in a calendar year each employee may use an (A) scheduled PTO day on an emergency basis.

SECTION III - Holidays.

- A. Each full-time nurse shall be paid for the holidays listed below from the PTO (A) bank at their regular straight time hourly rate of pay with the following eligibility requirements: they must have worked all of their scheduled hours on their last scheduled work day prior to the holiday, the holiday if scheduled to work, and on their next scheduled work day after the holiday (no PTO (AE) or B).

Full-time nurses who fail to work scheduled hours to qualify for PTO (A) payments will nonetheless have the hours of their normal shift (8-10-12) subtracted from their PTO (A) bank.

Those full-time nurses not working normally scheduled weekends will receive an extra day off during the pay period when a holiday falls on a weekend, unless the employee agrees not to in writing.

For scheduling purposes, if a part-time employee is not required to work on a holiday, the nurse may request to be placed on the schedule for an additional shift during the schedule in which the holiday falls; provided that this request is made to the appropriate Director prior to the posting of the applicable schedule.

- B. The following days are designated as national holidays:

New Year's Day	January 1
Easter	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

- C. Those full-time employees who are required to work on a designated national holiday shall, in addition to their holiday pay, be paid one and one-half (1-1/2) times their regular straight hourly rate for those hours actually worked. Those regular part-time and part-time employees who work a holiday will be paid two and one-half (2-1/2) times for actual hours worked.
- D. No nurse will work more than fifty percent (50%) of legal holidays and never the same holiday twice in a two (2) year period when another scheduling option with qualified RNs is possible, unless they agree otherwise in writing. If the employee scheduled to work the holiday trades with someone for any of the scheduled legal holidays, the scheduled employee will have fulfilled their obligation under the contract as to their legal holiday.

Upon return from an approved LOA in which one or more holidays occur, the RN will work the first holiday and resume appropriate holiday rotation as outlined in the above paragraph.

- E. Those RPT employees not working a total of twenty-four (24) hours of holiday time, will be paid in a lump sum bonus the difference between twenty-four (24) hours and the actual holiday hours worked less than twenty-four (24) hours. Those nurses utilizing a PTO (AE) or PTO (B) day on their last scheduled work day prior to the holiday, their scheduled holiday, or their next scheduled work day after the holiday will be governed under the provisions in Section III, A. The effective period for this benefit will be from July 1 through June 30.
- F. Those full-time employees who are on a leave of absence during which a holiday falls will be paid their PTO (A) time and will not have this amount coordinated with any applicable short-term disability pay.

SECTION IV - Non-Covered Days.

- A. Jury duty and bereavement days are not a part of PTO.
- B. Bereavement Time and Pay. All employees shall be granted up to three (3) calendar days off as bereavement leave for a death in the employee's immediate family (spouse*, children, parents, brothers, sisters, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in law, or persons in standing loco parentis of the employee or their spouse, grandchildren, and great-grandchildren). For purposes of this section the twenty-four (24) hours of bereavement pay must be utilized as applied to lost scheduled hours commencing three (3) days prior to the funeral and two (2) days after the funeral. Additional time off without pay may be granted for necessary travel time to distant states for funeral services.

* An individual considered as a significant other will be handled on a case by case basis.

- C. Jury Duty Leave and Pay. Employees shall be granted jury leave. An employee who is called for and reports for a jury duty day shall be compensated by the Medical Center for worked time lost while performing jury duty.

Employees serving on jury duty shall be paid the difference between their base rate of pay, and the daily jury fee paid by the court provided written documentation from the court clerk is submitted.

Employees working a shift which begins 7:00 p.m. or later will be excused the evening preceding jury duty.

SECTION V. - Buy Back.

- A. For the period of January 1, through December 31, any individual who does not use an unscheduled PTO (A) emergency day may sell up to a maximum of sixty (60) hours of PTO (A) back to Borgess Medical

Center at the 100% buy back rate. Not taking a leave of absence during this time frame will enable the employee to sell back an additional forty (40) hours of PTO time at 100% for a grand total of one hundred (100) hours. Forty (40) hours must be kept on reserve. This buy back does not include PTO (B).

B. On the first non-payday Friday in December, an employee must sell back to Borgess Medical Center all hours in excess of 48 hours for full-time and 24 hours for regular part-time.

C. In case of a nurse's death, any unused PTO pay will be paid to the nurse's estate.

D. Upon termination in good standing, employees will be paid according to the following schedule:

less than 6 months of service	0% of base wage
6 - 12 months of service	60% of base wage
1 - 2 years	70% of base wage
2 - 3 years	80% of base wage
over 3 years of service	100% of base wage

E. PTO B hours will be paid upon termination in good standing according to the following schedule:

less than 6 months of service	0% of base wage
6 - 12 months of service	60% of base wage
1 - 2 years	70% of base wage
2 - 3 years	80% of base wage
over 3 years of service	100% of base wage

SECTION VI. - Miscellaneous.

A. All days from the unscheduled PTO (B) bank will be counted on the employee's absenteeism record, unless taken because of low census or utilized during scheduled work days preceding the onset of a medical leave of absence.

B. For each 12 month period beginning December 1, through November 30, those employees who have received PTO (B) reimbursement will not be subject to corrective action until they have been absent or tardy equal to reimbursed hours the previous year.

C. 1. Full-time and regular part-time employees who are going on a medical leave of absence and are eligible for disability income must use all unscheduled PTO (B). If no PTO (B) hours are available, the employee may use scheduled PTO (A).

2. Part-time employees who are eligible for disability income may use PTO (A).

- D. Association Leave and Pay. The Medical Center will provide a total of six (6) paid days of leave for use by the Association to send delegates to the Annual Michigan Nurses Association State Convention and may provide a total of six (6) additional unpaid days of leave for use by the Association to send delegates to the convention. In both cases, the Association must apply for the leave by designating the individual(s) who take the leave and requesting their release at least thirty (30) days in advance of the convention. Alternates will not be expected to meet this thirty (30) day requirement, but provide as much notice as possible.
- E. Beginning in May, 1991, a window period will be established for the months of May, June, July, August, and for the months of November and December. For full-time, regular part-time, and part-time employees, each additional hour worked beyond their assigned number will be kept in a separate bank of time. At the end of the year, those hours will be converted to benefit time (PTO-A) at the rate of 1 hour worked = .10 hour benefit time. It is also understood that each hour that does not meet their assigned number will be subtracted from the day (except for low-need days).

ARTICLE XIV - EDUCATIONAL DEVELOPMENT

A. Continuing Education

The Medical Center recognizes a commitment to continuing education. At the beginning of each fiscal year, a budgeted amount of educational funds for staff nurse continuing education will be available. Each unit, in connection with the Unit Shared Governance Committee (or a designated staff nurse representative elected by the unit in the absence of a Unit Committee), will have the opportunity to determine how such funds will be spent.

1. Nurses desiring to attend professional meetings shall submit requests to the appropriate supervisor.
2. Approved conferences/in-services of 6 hours or more will be paid as the employee's normal shift (i.e., 8, 10, 12, hours). Attendance at approved conferences/in-services of less than 6 hours will be treated as hours worked for the time spent in attendance. Nurses may also be reimbursed for out of pocket expenses incurred at such meetings.
3. Each Unit Shared Governance Committee will provide to the Service Line Vice President a recommendation regarding the amount of requested educational funds, along with a rationale and prioritization of the dispersement of these funds. The Service Line Vice President will respond back to the Shared Governance Unit Committee regarding these recommendations along with their rationale. After educational funds have been allocated to the department, any nurse within that department who meets the criteria set forth by the Education Council shall have equal opportunity to apply for utilization of these funds.

B. Education Courses

In order to be eligible for full or partial reimbursement, an employee must have been employed at the Medical Center for at least one (1) year and must remain an employee through the completion of the course.

1. Courses applicable to a BSN or MSN will qualify for reimbursement as described in 3. below relative to the employee's status. Any other course which pertains to a health care related discipline must be pre-approved. The course must be degree related. Approval in advance must be obtained using the Educational Assistance Program Financial Reimbursement Request form.
2. After the course has been completed, the original form will then be recirculated, with a copy of the grade attained for the course, and a receipt of tuition payment, clinical fees, lab fees, and deferred payment.

3. Qualified reimbursement shall include tuition fees, matriculation fees and training materials (exclusive of textbooks). Payment will be made at the completion of a course in which a grade of "C" or better is earned. Those employees who have met the above requirements will be reimbursed according to the following scale:

Full-time employees	-	100% of 12 semester credits or 18 term credits
64 Hours employees	-	80% of 12 semester credits or 18 term credits
48 Hours employees	-	60% of 12 semester credits or 18 term credits
32 Hours employees	-	40% of 12 semester credits or 18 term credits

Approved correspondence and certification courses will fall under continuing education guidelines.

The maximum reimbursement for a nurse seeking a BSN or MSN will be at the tuition level as established by Western Michigan University for these types of programs. This limit will go into effect at the time the Western Michigan University BSN and MSN program is established respectively. Last prior contract regarding tuition reimbursement level for these degrees prevail until this occurs.

Borgess Medical Center's reimbursement obligation shall be coordinated with any scholarship, grant, gift, or other similar education expense, payments, paid directly or indirectly to support a nurse's education under this Article.

C. Mandatory Inservice Classes

Time spent in attendance at mandatory inservices is treated as hours worked. Where the nurse attends a mandatory inservice during scheduled work time, the nurse may be given the option to:

1. Complete his/her shift on his/her department upon mutual agreement with Clinical Nurse Manager.
OR
2. Complete his/her shift through use of PTO (A) time.
OR
3. Work remaining hours at another time as mutually agreed upon by the nurse and manager.
OR
4. Not complete the shift and receive the time remaining without pay.

In all events, the option chosen by the nurse must be designated prior to the inservice.

D. Critical Care Classes

1. All Registered Professional Nurses, working regularly in the following areas, (CSU, CCU, ICU, NCU, ETC, CVL, CVL Recovery, CSRU, X-Ray, Open Heart, Outpatient Surgery Recovery Unit, Trauma/Transfer, Cardiology, Pulmonary, and PACU), shall begin the critical care staff development process (Pharmacodynamics of Emergency Cardiac Drugs, Code Zero/ACLS, Basic EKG, Care of the Critically Ill Adult) without loss of pay, time or other benefits after having completed the equivalent of three (3) months of full-time employment in the areas specified above at Borgess Medical Center. RNs meeting the three (3) month prerequisite shall be scheduled to begin the critical care staff development process at the next available session. Basic EKG may be scheduled prior to the three (3) month time frame. Staffing considerations in the involved unit may limit the number of employees scheduled from any one unit at any one time. However, at least one employee requiring critical care staff development will be scheduled for attendance. RNs must complete course objectives including successful completion of post test. If they do not achieve a passing grade on the post test, the employee will be reviewed by the appropriate Clinical Manager/Clinical Nurse Educator and the decision to remain in critical care will be based on this review. If the review indicates need for entire or partial course repetition, the employee will be given time off without pay for attendance within a mutually agreed-upon time frame. If the review decision is not to remain in critical care, the employee may choose to be considered for any other unfilled position for which s/he is qualified by education and experience.

ARTICLE XV - MAINTENANCE OF CORRECTIVE ACTION

- A. The Medical Center shall have the right to dismiss, suspend without pay, or impose other corrective action for just cause, provided, however, that the affected employee shall have the right to defend herself/himself in connection with such Medical Center action. However, the manager will discuss problems or issues with the appropriate RN and provide the nurse an opportunity to respond prior to taking corrective action. Such action must be taken within seven (7) calendar days excluding holidays of the date it is reasonable to assume that the Medical Center became aware of the conditions which have given rise to the corrective action. The Medical Center shall furnish written notice of such action to the affected employee and the Association. All dismissals or suspensions shall be without pay. When an employee receives corrective action, they are entitled to the presence of the Grievance Committee Representative.
- B. Discipline shall be corrective rather than punitive. As the offense warrants, the Medical Center has the right to impose the appropriate discipline, up to and including, termination Steps 1 through 5. The following step procedure shall be used in cases of employee discipline:

1st Step - Oral warning in the presence of an Association representative who may be from a different department. The immediate supervisor will continue to document oral warnings, but the documentation will be held in the supervisor's file and will be attached to the written warning if and when the second step is invoked.

2nd Step - Written warning.

3rd Step - Written warning with 1 - 3 day suspension without pay.

4th Step - Written warning with 1 - 2 weeks suspension without pay.

5th Step - Termination

Termination Procedure. If the Medical Center considers discharge the appropriate corrective action for the offense, it will not discharge, but suspend the nurse until the Association and the nurse have been notified of suspension. Such notification should be communicated verbally to all parties.

The investigation shall be completed and a decision made by the Medical Center within seven (7) calendar days excluding holidays.

During the period of the investigation, the Association and Borgess Medical Center will meet at least once to discuss the evidence. The final corrective action resulting from the foregoing shall be subject to the grievance procedure if a written grievance is filed by the employee. However, the consideration of the grievance shall commence at Step III of the grievance procedure.

ARTICLE XVI - NONDISCRIMINATION

The Medical Center agrees, related to any other term or condition of employment, not to discriminate against any Registered Professional Nurse because of race, color, national origin, religious affiliation, sex, marital status, protected disability, age, weight, height, membership or activity on behalf of the Association or participation in the grievance procedure or for any reason statutorily protected by state or federal law.

ARTICLE XVII - WITHHOLDING OF PROFESSIONAL SERVICES

- A. Adequate procedures provide for equitable settlement of grievances arising under this agreement. The Association and the members of the bargaining unit under this Agreement will not engage or encourage any strikes, sit-down, stay-ins, slowdown or similar actions which would interfere with the treatment and welfare of the patients during the effective period of this Agreement.
- B. The Medical Center shall have the right to discipline or discharge any employee participating with such interference and the Association agrees not to oppose such action. It is understood, however, that the Association shall have recourse to the grievance procedure as to matters of fact in the alleged action of such employees.
- C. The Medical Center will not lock out any employees during the term of this Agreement.

ARTICLE XVIII - MANAGEMENT RIGHTS

The Medical Center hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by its Articles of Incorporation, or by the laws and Constitution of the State of Michigan, and the United States, and all rights and powers to manage the Medical Center and direct the employees of the Medical Center except as otherwise expressly provided in this Agreement.

ARTICLE XIX - SALARIES

WAGES

Start 6 Mo. 1 Yr. 2 Yrs. 3 Yrs. 4 Yrs. 5 Yrs. 6 Yrs. 7 Yrs.

Effective February 1, 1993

14.22 14.57 14.94 15.71 16.45 17.29 18.15 19.03 20.26

Effective February 6, 1994

14.43 14.79 15.16 15.95 16.70 17.55 18.42 19.32 20.87

The Medical Center and the Association agree to create a task force which will develop an alternate compensation system for RN's. If this new compensation system is completed by July 1, 1994, for submission for bargaining, a bonus (less applicable withholding) will be paid in the following amounts:

\$600.00	-	Full-time
\$450.00	-	Regular part-time
\$300.00	-	Part-time

If the task force does not complete the development of the new compensation system by November 1, 1994, the Medical Center will complete the project as appropriate and the bonus will not be paid. If the new system is completed between July 1, 1994 and November 1, 1994, the applicable bonus (less withholding) will be paid on the completion date.

The parties anticipate that the alternate compensation system will be the basis upon which future compensation adjustments will be made after the expiration of this Agreement; however, future compensation adjustments will be the subject of bargaining.

- A. Start Rate: The Medical Center may grant experience credit for acceptable nursing experience occurring within two (2) years of the most recent hire. The experience credit shall equal one year for each year of experience as a Registered Nurse acceptable to the Medical Center. This shall not be retroactive.

LPNs moving to RN Status will have their wages reviewed at the time of status change.

If the employee's current wage is below the minimum rate of the new classification, an increase to the new minimum rate will be granted.

If the employee's current wage is above the minimum rate of the new classification, the employee will be placed at a rate on the higher graded scale which results in a wage increase of that of the next hourly increment on their current wage scale.

The employee's annual wage anniversary date will be changed to coincide with the date of the promotion.

B. Responsibility Rate: A Registered Professional Nurse who temporarily assumes for a period of eight (8) hours or more the duties and responsibilities of a position that has a greater rate of pay than their regularly scheduled responsibility shall be paid at the higher salary rate for all such hours worked.

C. Overtime: One and one-half (1 1/2) times the base rate of pay will be paid for all hours worked in excess of forty (40) in any one work week. Any time worked over eight (8) hours in a day will be paid as overtime. Employees whose normally scheduled work week, by prior internal agreement, consists of four ten-hour work days or three twelve-hour work days shall receive overtime compensation for any hours worked in excess of the "normal" work day (ten hours, or twelve hours respectively).

1. The hospital day begins at 11:00 p.m.
2. Anyone working over eight (8) consecutive hours, even though they work into the next day or into the next work week, will receive overtime compensation, except as provided above for 10 -12 -hour days.
3. Anyone returning to work the next day within eight and one half (8 1/2) hours of leaving will receive overtime for all hours worked in excess of eight (8) from the original punch-in time.
4. For the purposes of computing benefits under this Agreement, paid PTO A & B, funeral, jury and association leave days shall be considered as hours worked.

Double Overtime: The payment of overtime for any hour excludes that hour from consideration of overtime on any other basis, thus eliminating double overtime payment.

In relation to the foregoing section, overtime will not be paid if an employee has made a special request or exchanged days off with someone else.

D. Reporting Pay: A Registered Professional Nurse who reports for work on their regular shift and is sent home for lack of work, or asked to report for work and is then sent home, shall receive a minimum of four (4) hours pay.

E. Shift Differential: A shift differential on the 3:00 p.m. to 11:00 p.m. shift shall be paid one dollar (\$1.00) per hour and 11:00 p.m. to 7:30 a.m. shift shall be paid one dollar twenty cents (\$1.20) per hour.

F. Weekend Differential: The weekend differential premium shall be one dollar twenty cents (\$1.20) per hour weekend days, and one dollar seventy-five cents (\$1.75) per hour weekend evenings (3:00 p.m. - 11:00 p.m.), and

two dollars forty cents (\$2.40) per hour for weekend nights (11:00 p.m. - 7:30 a.m.).

All RNs will receive at least every other weekend off.

- G. Charge Pay: Any nurse who assumes a charge position shall receive an additional two dollars (\$2.00) per hour for all such time worked in that position.

Charge Nurse: An RN designated by an appropriate Supervisor who has complete responsibility for an entire unit (where patients are present) during their shift of work.

When patients are not on the unit (except OR and DR), the nurse will not receive charge pay.

Charge nurse shall be designated by the appropriate Director/Clinical Nurse Manager and will assume those responsibilities in their absence of one (1) hour or more.

- H. On Call Pay: Those nurses who are on-call shall receive twenty-eight dollars (\$28.00) for every eight (8) hours of call time, plus time and one-half (1-1/2) for each hour worked. Employees shall receive a minimum of two (2) hours of pay when called in during their "on-call" status.

- I. Release Time: A member of the Staff Council processing a grievance during work hours will be paid for all hours at their regular rate of pay.

- J. Conference Pay: RNs involved in conference or counseling situations during work hours will be paid for all hours at their regular rate of pay.

- K. Swing Pay: If a nurse rotates to a shift different from the shift normally worked by at least four (4) hours, time and one-half shall be paid for the initial day worked off of their normal shift and time and one-half shall be paid for the initial day of return to work on their normal shift within a three (3) day period. The three (3) day period begins with the first shift worked off the regular shift.

In relation to the foregoing section, swing pay will not be paid if an employee has made a special request or exchanged days off with someone else.

In order to be eligible for swing pay, employees must work a minimum of eight (8) hours other than their regularly scheduled shift.

- L. Reassignment: Whenever an RN is reassigned from her/his regularly scheduled unit as defined on the original job posting, they will be paid (\$1.00) per hour of reassignment pay. It shall be understood they will not have the option to leave the Medical Center.

M. Code Team, Trauma Transport RN, Surgical Assistant:

Trauma Transport Registered Nurses will be reimbursed fifty cents (50¢) per hour when scheduled for Trauma Transport.

Surgical Assistants will be reimbursed one dollar (\$1.00) per hour extra during the training period, and one dollar twenty-five cents (\$1.25) per hour for the first year following the completion of the training program, and one dollar fifty cents (\$1.50) commencing with the second year after completion of training.

Code Team Registered Nurses will be reimbursed one dollar twenty-five cents (\$1.25) per hour when scheduled for Code Team Duty.

N. Longevity Bonus: A longevity bonus based on 5% percent of the previous twelve (12) months of earnings will be paid on the anniversary date to all employees at top-of-scale who do not receive an increase on their anniversary date and will be paid within thirty (30) days of that anniversary date.

If a nurse retires before the anniversary date, the anticipated longevity bonus for that year will be paid in full.

O. Call In Pay: Any nurse called in to work on a scheduled day off will receive eight (8) hours of pay for reporting within one (1) hour of call-in provided they work a minimum of six (6) hours.

ARTICLE XX - INSURANCE

- A. A flexible benefit plan is provided by BMC to each properly enrolled full-time and regular part-time employee.
- B. Enrollment for the flexible benefit program will be on an annual basis. Current enrollment is effective through April 17, 1993, for eligible employees. The next enrollment period for flexible benefits will be prior to March, 1994. Employees will be allowed to design their flexible benefit plan from available options as outlined in the plan design.
- C. Full-time and regular part-time employees are eligible for the Medical Center's flexible benefit program beginning on the first day of the month following completion of the first three (3) months counted from the individual's Medical Center benefit date (see Article VIII A.2.)
- D. Properly enrolled employees may choose from the following list of benefit options which will be effective through March of 1994:
 - 1. Medical Program (Wellness program included in either option)
 - a. Borgess Preferred Plan
 - b. Borgess Tradition Plan
 - 2. Prescription Plan
 - a. PAID Card
 - b. BMC Legend
 - c. BMC Generic
 - 3. Disability Protection
 - a. Core level short-term disability program
 - b. Supplemental short-term disability
 - c. Long-term disability
 - 4. Life Insurance Protection
 - a. Core level life insurance
 - b. Core level Accidental Death and Dismemberment insurance
 - c. Supplemental life insurance
 - d. Supplemental Accidental Death and Dismemberment insurance
 - e. Dependent life insurance
 - 5. Dental Program
 - a. Standard option
 - b. High option
 - 6. Vision Program

7. Tax-Ease Accounts
 - a. Healthcare Account
 - b. Dependent Care Account
 8. Touch Your Heart Program
- E. The BMC benefit program will allow employees to individually design a benefits program which meets their personal and family situation. Following the benefit plan year ending March, 1994, the Medical Center may change the benefits provided and the number of credits available.
 - F. Employees may purchase continued insurance coverage according to federal guidelines.
 - G. Immunizations, as medically indicated for on-the-job injuries, will be provided at no charge to the nurse. Hepatitis B vaccination (Heptovax), tetanus toxoid series or boosters, will be covered with no charge to the nurse; the cost for any other Medical Center provided immunization will be handled on a situation by situation basis.
 - H. Prescription benefits will be continued to present retirees during the term of this Agreement if available to active employees.
 - I. The selection of the insurance carrier, as well as whether the benefits provided shall be self-funded and/or administered, shall rest solely with the Medical Center. The insurance carrier or form of administration may be changed at any time, so long as the benefits remain substantially equivalent.
 - J. It is specifically agreed and understood that any insurance coverage and/or other health and welfare benefits provided to present or future retirees are not vested benefits and will not necessarily continue after the expiration of this Agreement. The Medical Center specifically reserves the right to modify or eliminate such coverage or to require retirees to contribute to coverage and premium costs.

ARTICLE XXI - HEALTH PROGRAMS

- A. A pre-employment health screening will be arranged for all nurses by the Medical Center without cost to the nurse, upon hire. Annually, thereafter, by private physician request, the nurse may obtain the following examinations at Borgess Medical Center at no cost:
1. chest x-ray/tuberculin test
 2. CBC
 3. blood pressure examination
 4. visual test
 5. urinalysis
 6. pap test (laboratory analysis only)
 7. throat culture
 8. EKG
 9. P12
 10. pregnancy test
 11. hepatitis B surface antibody (HBsAB)
- B. Emergency treatment for on-the-job illness and accidents which may interfere with the nurse's ability to carry-out responsibilities, shall be provided without charge to the nurse. In case of job related accidents or injuries, all laboratory tests, x-rays, drugs and treatments ordered by the Employee Health physician or his designee, will be paid by the Medical Center.
- C. As the number of individuals diagnosed with HIV increases, so too have the demands placed upon registered nurses in the workplace. Nurses are engaged in more frequent physical contact with patients than many other health care professionals and are being exposed to biologic materials which may lead to HIV infection as a result of occupational exposure.

The Medical Center recognizes that HIV education is essential for registered nurses and agrees to provide annual training to nurses on universal precautions and other infection control practices. The Medical Center further agrees to meet with the Association annually to assess past and future training needs.

The Medical Center agrees that HIV testing can only be done if the nurse consents. All confidentiality laws shall be followed to protect the identity of HIV infected registered nurses. The Medical Center further recognizes that nurses infected with HIV at the workplace may be provided opportunities to continue appropriate patient care activities in accordance with applicable law and will be afforded career counseling and job retraining when suitable.

The parties recognize that nurses are engaged in activities with potential risk for HIV infection, including the use of a needle, handling blood or body fluids, or performing mouth to mouth resuscitation. It is essential that nurses infected with HIV receive the highest and most advanced level of medical care.

ARTICLE XXII - EMPLOYEE DEFINITIONS

- A. Full-Time. Registered Nurses who are regularly scheduled to work eighty (80) hours per pay period. Registered Nurses working twelve (12) hour shifts who are regularly scheduled for seventy-two (72) hours or more per pay period are also classified as full-time.
- B. Regular Part-Time. Registered Nurses who are regularly scheduled to work forty-eight (48) hours or more per pay period are considered regular part-time employees and covered by this Agreement.
- C. Part-Time. Registered Nurses who are regularly scheduled to work thirty-two (32) through forty-seven (47) hours per pay period shall be classified as part-time employees.
- D. PRN. Employees who are either not regularly scheduled or are scheduled for less than thirty-two (32) hours per pay period and who may be called to work when needed, shall be classified as relief employees. PRN employees shall not be covered by this Agreement. The Medical Center agrees not to engage the services of PRN employees in order to permanently replace regularly scheduled full or part-time Registered Nurses, whether on active employment or layoff status.
- D. Temporary Employees. Registered Nurses hired through an employment service agency for a period of ninety (90) days or less to fill a temporary vacancy or to perform a temporary assignment which the Medical Center is unable to fill through the procedures of Article X. Temporary employees are not covered by this Agreement.

The Medical Center agrees not to engage the services of temporary employees in order to permanently replace regularly scheduled full or part-time Registered Nurses, whether on active employment or on layoff status.

- F. Probationary Employees. New full-time, regular part-time and part-time employees shall work on a probationary status for the first sixty (60) calendar days for an additional thirty (30) days and the Medical Center shall promptly notify the Association of its decision to extend. During this period, the Medical Center shall evaluate the ability of a probationary employee to perform the required work.

The decision not to retain a probationary employee is the exclusive province of the Medical Center and such decision will not be subject to the grievance provisions of Article V. Probationary employees are otherwise covered by the provisions of this Agreement.

Those individuals transferring into the bargaining unit with prior continuous Medical Center service and with prior MNA affiliation, will be considered active bargaining unit members on the date they transfer into the bargaining unit position.

ARTICLE XXIII - USE OF FACILITIES

A. The Association will be provided with space for the posting of the following items:

1. Employee's Seniority List
2. Notices of Meetings
3. Notices of Elections
4. Notices of Results of Elections

Before any of these items are posted, a request must be made to the Director of Personnel Services.

B. The Association agrees not to abuse this privilege.

C. Recognizing that prompt and efficient communication of information to the members of the bargaining unit is essential to achieve the goals set forth herein as the Purpose and Intent agreed by the parties, the Medical Center shall provide appropriate available space within its facilities for properly scheduled meetings of the Association when requested.

ARTICLE XXIV - GENERAL

A. The work week for the computation of regular and overtime hours consists of a seven (7) day period commencing at 11:01 p.m. on Saturday and ending at 11:00 p.m. seven (7) days later. The pay period for purposes of calculating hours will consist of a 14-day period commencing at 11:01 p.m. on Saturday and ending at 11:00 p.m. fourteen (14) days later.

B. All nurses shall be given two (2) fifteen (15) minute rest periods during an eight (8) hour shift and a thirty (30) minute unpaid work free lunch period.

Every attempt will be made to schedule lunches in appropriate time frames. If it becomes apparent that this will not be possible, the supervisor will inform the employee of this as soon as possible.

If worked, RNs will be paid for their lunch period at two (2) times their regular hourly rate. Prior approval must be obtained from the immediate supervisor or House Supervisor.

C. In the event it is determined that a modification of any shift length is necessary to meet Medical Center needs, the appropriate manager will meet with unit staff to discuss the rationale for the determination and to resolve the issues surrounding the determination. This will be done within the context of the approved operating budget.

In the event no resolution of issues is achieved through this procedure, BMC will meet with MNA to discuss both the determination and its effects. Thereafter, Borgess Medical Center is free to modify shift lengths so long as the determination is based on reasonable business considerations.

D. In the event an RN on-call procedure is needed in a unit not currently under such a procedure, the appropriate clinical nurse manager will meet with the functional employee input group (or designated nurse representative) to attempt to establish a voluntary procedure. If a voluntary program cannot be agreed upon, reasonable efforts will be made to utilize alternative resources. The Medical Center will meet with MNA and attempt to resolve a procedure which meets staffing needs.

E. The Registered Professional Nurses will only be retained beyond the end of the regular shift until a replacement is provided.

F. Problems with assigning nurses on "on-call" systems, providing replacements for relief, and extension of the nurse's regular assigned schedule (i.e., present practice) may be presented by either side at a special conference. This shall not limit the rights of individuals to use the established grievance procedure.

G. The monthly schedule will be posted no later than one (1) week prior to its effective date. The on-call schedule shall be posted no later than

(2) weeks prior to its effective date. Requests for benefit/PTO days shall be made (2) weeks prior to the posting of the affected schedule. However, it is understood that changes may be made after such posting with the consent of the Registered Nurses affected by such change and/or Medical Center. (Except as provided in Article X).

H. Succession

1. If Borgess sells, transfers or otherwise disposes of its business or causes it to be merged or consolidated with that of any other person or business who intends to continue the present business, the Agreement by which such sale, transfer, disposition, merger or consolidation is made, shall provide that the person or business thereafter operating the business shall assume all of the terms and conditions of this Agreement and shall specifically agree to retain in his employ those employees entitled to their jobs by virtue of this contract. Nothing in this section shall prevent Borgess from using the Sale-Lease back method of financing. Any employer failing to comply with this paragraph shall automatically assume any obligation arising from the failure to do so.
2. The foregoing paragraph applies in the case of a sale, transfer, other disposition of the Medical Center, or the merger or consolidation of the Medical Center, to or with a person, firm or corporation not sponsored by the Sisters of St. Joseph of Nazareth, Michigan. If a corporate reorganization is placed in effect and part of the current Medical Center services are transferred to another organization sponsored by the Sisters of St. Joseph, the following shall occur with respect to bargaining unit members who would be affected by such transfer:
 - a. If the new organization continues the same business and the same or similar employee classifications or jobs, the new organization shall recognize MNA as the bargaining representative for those employee job classifications for which it had previously been certified as bargaining representative.
 - b. The terms and conditions of this contract including, but not limited to, wages, hours, terms and conditions of employment shall not be binding upon the new organization.
 - c. Those members of the bargaining unit who would be terminated by the Medical Center and hired by the new organization shall have the option to remain as employees of the Medical Center in comparable positions with the appropriate wage scales and benefits, or to become employees of the new organization.
3. This clause will not be applied in a manner inconsistent with state or federal law.

I. RN Available Hours

1. Available hours will be posted when it is determined that openings exist in the posted schedule. Openings may result from PTO use and/or open positions.
2. The RN available hours sheet will be posted with the schedule in each patient care area, unit, department, or clinic, and will be removed three (3) days before the schedule begins.
3. Those employees who choose to work on the designated dates may sign the RN available hours sheet for those dates.
4. Available hours will be offered by seniority to employees in the specific unit in the following priority:
 - a. RPT/PT same shift (without incurring overtime)
 - b. FT/RPT/PT (same shift)
 - c. FT/RPT/PT any shift (by seniority regardless of status)
5. If any available hours remain unsigned by persons in that specific unit, these hours may be awarded to bargaining unit members in non-premium pay situations from other areas who have expressed an interest in working and then to any other qualified employee.
6. If an RN is scheduled to work extra and is called to stay home with less than twenty-four (24) hours notice, that RN will receive twenty (20) dollars for commitment pay.

J. Initially the Medical Center will request volunteers for hour/shift changes. Employees will be kept as close to their current hours as possible. If conflicts arise, employees will be given choices beginning from the most current active unit seniority down to the individual with the least current active unit seniority. If there are no volunteers, the following will apply:

1. The least senior RN within the affected shift will assume the new shift hours.
2. RN status (FT, RPT, PT) and shift will be preserved.
3. Non-traditional and 10/12 hour shifts will be considered a part of the shift in which the majority of the hours fall.
4. Any remaining available positions within the unit will be posted and subject to conditions outlined in Article X (Transfers and Vacancies).

K. A minimum of two (2) weeks written notice of termination of employment shall be given by Registered Professional Nurses.

- L. A minimum of two (2) weeks written notice of termination of employment or pay in lieu thereof, shall be given to a nurse by the Medical Center except where immediate termination for just cause is warranted.

ARTICLE XXV - RETIREMENT

- A. The Medical Center plan concerning retirement income supplement shall remain in effect. This plan presently is a noncontributory defined benefit plan administered by the First National Bank and Trust Company of Michigan, as trustee. Copies of a summary plan description detailing its provisions are available to all employees through the Medical Center's Personnel Office. January 1, 1986, the plan formula shall be as follows: .75% of 1st \$550.00, 1.4% of earnings in excess thereof. No other changes have been made in the plan. The foregoing formula applies to earnings after January 1, 1986. Five (5) year vesting effective January 1, 1989.
- B. For nurses retiring on or after July 1, 1993, the Medical Center will provide a supplemental medical and prescription drug benefit covering only the retiree (no spouse or dependent coverage) as follows:
1. The retiring nurse will be eligible to receive from the Medical Center reimbursement for actual sums spent to purchase supplemental Medicare or "Medi-Gap" coverage from a company and with coverage amounts of her/his choice in an amount not to exceed the amounts set forth in the schedule set forth below:
 - a. for nurses retiring after 15-20 years of continuous service - \$1,600.00 per year.
 - b. for nurses retiring after 21-25 years of continuous service - \$1,850.00 per year.
 - c. for nurses retiring after 26+ years of continuous service - \$2,000.00 per year.
- C. Nurses retiring from the Medical Center are eligible to receive amounts set forth in paragraph B above under the following conditions:
1. The retiree must (i) retire from the Medical Center, (ii) be at least 60 years of age at the time of retirement, and (iii) receive, or be eligible to receive at age 65, a retirement income supplement benefit from the Medical Center.
 2. The retiree is not eligible to receive the reimbursement amount until s/he qualifies for and receives Medicare. Additionally, the retiree is not eligible to receive the reimbursement if s/he obtains such coverage from an alternate source.
 3. To obtain reimbursement, the retiree must submit to the Personnel Department an invoice or other proof of purchase of the Medicare supplemental or "Medi-Gap" policy.
- D. Nurses retiring from the Medical Center prior to July 1, 1993, will be eligible to receive supplemental Medicare benefits in accordance with the

Medical Center's existing policy. Nurses age 60 or over at the time of the execution of this Agreement shall have the option to elect early retirement prior to July 1, 1993. Prescription benefits will be continued to current retirees during the term of this Agreement if available to active employees.

- E. With respect to pre-July 1, 1993 retirees, the selection of the insurance carrier, as well as whether the benefits provided shall be self-funded and/or administered, shall rest solely with the Medical Center. The insurance carrier or form of administration may be changed at any time, so long as the benefits remain substantially equivalent.

ARTICLE XXVI
FACT SHEET 2
10-Hour Shift (4-day/40-hour week)
Effective 12/13/81

Work Hours

The work period for employees working a 4-day/10-hour schedule begins at 11:01 p.m. Saturday and continues to the following Saturday at 11:00 p.m.

Overtime

Overtime will be paid for all hours worked in excess of 10 hours in a day at the rate of time and one-half. Overtime will be paid for all hours worked in excess of 40 hours in a work week at the rate of time and one-half, assuming such hours have not already met the daily overtime requirements.

Vacations

When an employee working the 4-day/10-hour schedule takes a vacation, the employee will receive vacation pay for each week and will be paid a full week's wage for each week of vacation taken. If an employee takes a vacation day, it will be paid as 10 hours. For the purpose of defining vacation days, one day equals 10 hours pay until the maximum hours for vacation have been reached.

Sick Days

If an employee on the 4-day/10-hour schedule is off ill, payment will be made based on the 10-hour day. In other words, if an employee is off ill for one day, he/she will be paid on the basis of 10 hours.

For the purposes of defining sick days, one day equals 10 hours until the maximum of 48 hours for sick pay has been reached.

Holidays, Birthdays, Personal Days

Holidays, birthdays and personal days will be paid as follows:

<u>Up to 1 year</u>		<u>After 1 year</u>	
7 legal holidays	70	7 legal holidays	70
2 personal days	20	2 personal days	20
1 birthday holiday	<u>8</u>	1 birthday holiday	8
		1 RN/float day	<u>8</u>
TOTAL	98	TOTAL	106

Legal Holidays

See Article XIII, Section VI, A, 1-7.

Shift Differential

Per contract.

Jury Duty

Follow contractual language. 10-hour shift will be utilized for payment.

Bereavement/Funeral Leave

All employees may be granted up to twenty-four (24) hours off with pay. See Bereavement/Funeral Leave in contract.

Conference/Workshop Days/Union Leave/Delegate Date

If an employee on the 4-day/10-hour schedule attends an approved conference/workshop/union leave/delegate day on a scheduled work day, he/she will receive 10 hours pay. If scheduled off, will not receive pay.

Posting

As 4-day/10-hour employees terminate/transfer, these positions will be posted as such.

Swing Pay

In order to be eligible for swing pay, employees working the 4-day/10-hour schedule must work a minimum of eight (8) hours other than his/her normally scheduled 10-hour shift.

In relation to the foregoing section, swing pay will not be paid if an employee has made a special request or exchanged days off with someone else.

Eligibility/Transfer

All 10-hour shifts will be full-time positions. In order to transfer from this shift, the employee must sign a posting and be awarded another position.

ARTICLE XXVI
FACT SHEET 2
12-Hour Shift (3-Day/36-Hour Week)
(Effective 12/13/81)

Departments

ED
CCU
CSU/CSR
ICU
NCU

12-hour shifts will be limited
to these Critical Care units only.

Work Hours

The work period for employees working a 3-day/12-hour schedule begins at 7:01 p.m. Saturday and continues to the following Saturday at 7:00 p.m.

Overtime

Overtime will be paid for all hours worked in excess of 12 hours in a day at the rate of time and one-half. Overtime will be paid for all hours worked in excess of 40 hours in a work week at the rate of time and one-half, assuming such hours have not already met the daily overtime requirements.

Vacation

When an employee working the 3-day/12-hour schedule takes a vacation, the employee will receive vacation pay for each week (40 hours of vacation time) and will be paid 40 hours wage for each week of vacation taken.

If the employee takes on vacation day, it will be paid as 12 hours. For the purpose of defining vacation days, one day equals 12-hour pay until the maximum hours for vacation have been reached based on the present scale:

After 6 months	40 hours (of first year)
After 1 year	80 hours
After 2 years	88 hours
After 3 years	96 hours
After 4 years	104 hours
After 5 years	112 hours
After 6 years	120 hours
After 8 years	144 hours
After 10 years	160 hours
After 15 years	176 hours
After 20 years	192 hours
After 25 years	200 hours

Rate of Pay

Employees who work 3 days (36 hours) will receive pay for 40 hours.

Benefits

For the purpose of computing benefits, 3-day/12-hour employees will be considered full-time.

Sick Days

If an employee on the 3-day/12-hour schedule is off ill, payment will be made based on the 12-hour day. In other words, if an employee is off ill for one day, he/she will be paid on the basis of 12 hours.

For the purpose of defining sick days, one day equals 12 hours until the maximum of 48 hours for sick pay have been reached.

Rest Period

Two (2) 15-minute rest periods and one (1) 45-minute unpaid duty-free lunch period are allowed during the 12-hour shift.

Holidays, Birthdays, Personal Days

Holidays, birthdays, and personal days will be paid as follows:

<u>Up to 1 year</u>		<u>After 1 year</u>	
7 legal holidays	84	7 legal holidays	84
2 personal days	<u>16</u>	2 personal days	<u>24</u>
TOTAL	100	TOTAL	108

Legal Holidays

See Article XIII, Section 6A-6, 7.

Shift Differential

7:00 a.m. - 7:30 p.m. = weekends only

7:00 p.m. - 7:30 a.m. = 11:00 p.m. - 7:30 a.m. differential

Jury Duty

Follow contractual language. 12-hour shift will be utilized for payment. If employee reports for jury duty and is not required to stay 12 hours, the employee will then be compensated for time spent during jury duty only. In order to receive payment for the 12 hours, the employee must work the number of hours not spent performing jury duty.

Bereavement/Funeral Leave

All employees may be granted up to twenty-four (24) hours off with pay. See Bereavement/Funeral Leave in contract.

Conference/Workshop Days, Union Leave/Delegate Days

If an employee on the 3-day/12-hour schedule attends an approved conference/workshop, union leave/delegate day on a scheduled work day, he/she will receive 12 hours pay. If scheduled off, will not receive pay.

Weekends

Those employees working the 12-hour shift will be scheduled to work every third weekend. If for any reason this scheduling practice results in an inadequate staff/patient ratio that is not considered reasonable by the Medical Center, staff members will meet together for the purposes of remedying the situation. If no solution is forthcoming, then the provisions of Article X, Section C will apply.

Posting

As 3-day/12-hour employees terminate/transfer, these positions will be posted as such.

Swing Pay

In order to be eligible for swing pay, employees working the 3-day/12-hour schedule must work an 8-hour shift other than her/his normally scheduled 12-hour shift. These 8-hour shifts do not have to be in accordance with the traditional hours.

In relation to the foregoing section, swing pay will not be paid if an employee has made a special request or exchanged days off with someone else.

Eligibility/Transfer

All 12-hour shifts will be full time positions. Employees without previous experience in the area to which they are hired and/or GNs will both be eligible for the 12-hour shift during their first six months on the unit unless approved otherwise by the Director/Department Manager.

In order to transfer from this shift, the employee must sign a posting and be awarded another position.

ARTICLE XXVII
FACT SHEET 3
12-Hour Shift (2 day/24 hour week)

Departments

Work Week

The work period for employees working 2-day/12-hour schedule begins at 7:01 p.m. Saturday and continues to the following Saturday at 7:00 p.m.

Overtime

Overtime will be paid for all hours worked in excess of 12 hours in a day at the rate of time and one-half. Overtime will be paid for all hours worked in excess of 40 hours in a work week at the rate of time and one-half, assuming such hours have not already met the daily overtime requirements.

Vacation

The employee will receive vacation pay of 12 hours for each day of vacation taken. For the purpose of defining vacation days, one day equals 12-hour pay until the maximum hours for vacation have been reached based on the present scale.

After 1 year	40 hours
After 3 years	48 hours
After 5 years	56 hours
After 8 years	72 hours
After 10 years	80 hours
After 15 years	88 hours
After 20 years	96 hours
After 25 years	104 hours

Benefits

For the purpose of computing benefits, 2-day/12-hour employees will be considered regular part-time.

Sick Days

If an employee on the 2-day/12-hour schedule is off ill, payment will be made based on the 12-hour day.

For the purpose of defining sick days, one day equals 12 hours until the maximum of 24 hours for sick pay have been reached.

Rest Period

Two (2) 15-minute rest periods and one (1) 45-minute unpaid lunch period are allowed during the 12-hour shift.

Holidays, Float and Personal Days

Holidays, float and personal days will be paid as follows:

<u>Up to 1 year</u>		<u>After 1 year</u>	
2 legal holidays	24	2 legal holidays	24
2 personal days	24	2 personal days	24
2 float days	<u>16</u>	2 float days	<u>24</u>
Total	64	Total	72

Legal Holidays - Effective July 1, 1986 beginning with Labor Day. In July, indicate holidays to be paid in the following year. One summer and one winter. Summer holidays: Easter, Memorial Day, July 4, Labor Day. Winter holidays: Thanksgiving, Christmas, New Years.

Shift Differential

7:00 a.m. - 7:30 p.m. = weekends only
7:00 p.m. - 7:30 a.m. = 11:00 p.m. - 7:30 a.m. differential

Jury Duty

See Article XIII, Section 11

Conference Days

If an employee on the 2-day/12-hour schedule attends an approved conference/workshop, union leave/delegate day on a scheduled work day, they will receive 12 hours pay. If the employee is scheduled off, will not receive pay.

Weekends

Employees working the 12-hour shift will be scheduled to work every other weekend.

Swing Pay

In order to be eligible for swing pay, employees working the 2-day/12-hour schedule must work an 8-hour shift other than her/his normally scheduled 12-hour shift. These 8-hour shifts do not have to be in accordance with the traditional hours.

In relation to the foregoing section, swing pay will not be paid if an employee has made a special request or exchanged days off with someone else.

ARTICLE XXVII
FACT SHEET 4
12-Hour Shift (Effective 7/1/90)

Departments

Any patient care units.

Work Hours

The work period for employees working a 12-hour schedule begins at 7:01 p.m. Saturday and continues to the following Saturday at 7:00 p.m. An employee will work 120 hours in a three (3) week time period.

Overtime

Overtime will be paid for all hours worked in excess of 12 hours in a day at the rate of time and one-half. Overtime will be paid for all hours worked in excess of 40 hours in a work week at the rate of time and one-half, assuming such hours have not already met the daily overtime requirements.

PTO A and B

See Article XIII.

Benefits

For the purpose of computing benefits, these employees will be considered full-time.

Rest Period

Two (2) 15-minute rest periods and one (1) 45-minute unpaid duty-free lunch period are allowed during the 12-hour shift.

Holidays, Birthdays, Personal Days

The following applies up to 12/31/90. As of 1/1/91 see PTO Article XIII.

<u>Up to 1 year</u>		<u>After 1 year</u>	
7 legal holidays	84	7 legal holidays	84
2 personal days	<u>16</u>	2 personal days	<u>24</u>
TOTAL	100	TOTAL	108

Legal Holidays

See Article XIII.

Shift Differential

7:00 a.m. - 7:30 p.m. = weekends only

7:00 p.m. - 7:30 a.m. = 11:00 p.m. - 7:30 a.m. differential

Jury Duty

Follow contractual language. 12-hour shift will be utilized for payment. If employee reports for jury duty and is not required to stay 12 hours, the employee will then be compensated for time spent during jury duty only. In order to receive payment for the 12 hours, the employee must work the number of hours not spent performing jury duty, or take PTO A time.

Bereavement/Funeral Leave

All employees may be granted up to twenty-four (24) hours off with pay. See Bereavement/Funeral Leave in contract.

Conference/Workshop Days, Union Leave/Delegate Days

See Article XIV.

Weekends

Those employees working the 12-hour shift will be scheduled to work every third weekend. If for any reason this scheduling practice results in an inadequate staff/patient ratio that is not considered reasonable by the Medical Center, staff members will meet together for the purposes of remedying the situation. If no solution is forthcoming, then the provisions of Article X, Section C will apply.

Swing Pay

In order to be eligible for swing pay, employees working the 3-day/12-hour schedule must work an 8-hour shift other than her/his normally scheduled 12-hour shift. These 8-hour shifts do not have to be in accordance with the traditional hours.

In relation to the foregoing section, swing pay will not be paid if an employee has made a special request or exchanged days off with someone else.

Eligibility/Transfer

See Article XXIV, C.

Article XXVII
FACT SHEET 5
10-Hour Shift
(3 day/30 hour week)
(Effective 7/1/90)

Work Hours

The work period for employees working and a 3-day/30 hour schedule begins at 11:01 p.m. Saturday and continues to the following Saturday at 11:00 p.m.

Overtime

Overtime will be paid for all hours worked in excess of 10 hours in a day at the rate of time and one-half. Overtime will be paid for all hours worked in excess of 40 hours in a work week at the rate of time and one-half assuming such hours have not already met the daily overtime requirements.

Vacations/PTO Time

See Article XIII.

Sick Days

If an employee on the 3-day/10 hour schedule is off ill, payment will be made based on the 10-hour day. In other words, if an employee is off ill for one day, he/she will be paid on the basis of 10 hours.

For the purpose of defining sick days, one day equals 10 hours until the maximum of 24 hours for sick pay has been reached.

General

See Article XXIV, C.

ARTICLE XXVII
FACT SHEET 6
12-Hour Shift (Effective 1/12/92)

Work Hours

The work period for employees working a 12-hour schedule begins at 7:01 p.m. Saturday and continues to the following Saturday at 7:00 p.m. Employees who work 3 days (36 hours) will receive pay for 36 hours.

Overtime

Overtime will be paid for all hours worked in excess of 12 hours in a day at the rate of time and one-half. Overtime will be paid for all hours worked in excess of 40 hours in a work week at the rate of time and one-half, assuming such hours have not already met the daily overtime requirements.

PTO A and B

See Article XIII.

Status

These employees will be considered full-time, for all purposes under the collective bargaining agreement.

Rest Periods

Two (2) 15-minute rest periods and one (1) 45-minute unpaid duty-free lunch period are allowed during the 12-hour shift.

Holidays, Birthdays, Personal Days

See Article XIII.

Shift Differential

7:00 a.m. - 7:30 p.m. = weekends only
7:00 p.m. - 7:30 a.m. = 11:00 p.m. differential

Jury Duty

Follow contractual language. 12-hour shift will be utilized for payment. If employee reports for jury duty and is not required to stay 12 hours, the employee will then be compensated for time spent during jury duty only. In order to receive payment for the 12 hours, the employee must work the number of hours not spent performing jury duty, or take PTO A time.

Bereavement/Funeral Leave

All employees may be granted up to twenty-four (24) hours off with pay. See Bereavement/Funeral Leave in contract.

Conference/Workshop Days, Union Leave/Delegate Days

See Article XIV

Weekends

Those employees working the 12-hours shift will be scheduled to work every third weekend. If for any reason this scheduling practice results in an inadequate staff/patient ratio that is not considered reasonable by the Medical Center, staff members will meet together for the purposes of remedying the situation. If no solution is forthcoming, then the provisions of Article X, Section C will apply.

Swing Pay

In order to be eligible for swing pay, employees working the 3-day/12-hour schedule must work an 8-hour shift other than her/his normally scheduled 12-hour shift. These 8-hour shifts do not have to be in accordance with the traditional hours.

In relation to the foregoing section, swing pay will not be paid if an employee has made a special request or exchanged days off with someone else.

Eligibility/Transfer

See Article XXIV, C.

ARTICLE XXVIII - SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- A. No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Medical Center unless executed in writing between the parties hereto and the same has been ratified by the Association.
- B. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- C. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall remain in full force and effect, and the parties shall meet within thirty (30) days of such decision and negotiate in an attempt to replace the affected provision.

ARTICLE XXIX - TERM OF AGREEMENT

This agreement shall commence on the date of its execution by both parties and shall continue in full force and effect from such date to 31 January, 1995, at 11:59 p.m. Negotiations between the parties preliminary to the execution of a new collective bargaining agreement shall commence not more than one hundred twenty (120) days, or less than ninety (90) days prior to the date of termination of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the date written opposite their signatures.

DATED: 7/28/93 BORGESS MEDICAL CENTER

BY: R. Timothy Stack
President & Chief Executive Officer

DATED: 7-2-93 MICHIGAN NURSES ASSOCIATION

BY: [Signature]
Staff Council Chairperson

BY: Pat Berger, RN RSN
Labor Relations Representative

APPENDIX I
ROLE OF THE NURSE

- A. Excellence in nursing has its basis in nursing theory. The professional nurse at Borgess Medical Center utilizes Imogene King's theory to guide and direct nursing care.

Therefore, the nurse recognizes that each patient is a unique individual and has the right to quality nursing care. As King's theory describes, the patient and nurse participate in open discussion to identify and develop mutual goals and to determine methods for achieving them. With recognition of personal, interpersonal, and social systems, the nursing process facilitates the promotion, maintenance, and restoration of an individual's health.

In addition, the division of nursing will maintain a commitment to the mission statement of Borgess Medical Center under the sponsorship of the Sisters of St. Joseph, and will assist in meeting the goals and mandates as set forth in the "Blueprint '89".

The division of nursing exercises accountability to the ethical and professional standards as defined in the Code for Nurses, the Social Policy Statement, Public Health Code, national professional organizations and the Borgess Nursing Practice Standards. The accountability requires individual competence in nursing practice, recognition and responsible acceptance of individual actions and judgements. To this end, the nursing division is committed to quality assurance, ongoing education, and the use of current research activity.

The practice environment is a critical factor in maintaining professional satisfaction. The division of nursing strives to provide a variety of forums which promote professional expression, growth, and validation - all of which serve to enhance satisfaction with the practice environment.

The division of nursing is structured to provide for leadership and collaborative decision making at the level of accountability through the concept of shared governance.

- B. The Medical Center recognizes that the Registered Professional Nurse subscribes to the Code of Ethics of the American Nurses Association.

1. The nurse provides services with respect for the dignity of man, unrestricted by consideration of nationality, race, creed, color status.

The need for nursing care is universal, cutting across all national, ethnic, religious, cultural and economic differences, as does nursing's response to this fundamental human need. Whoever the individual and whatever his background and circumstances, his nursing care should be determined solely by his needs as a unique

human being. Individual differences in background, customs, attitudes, and beliefs influence nursing practice only insofar as they represent factors in tailoring care to personal needs and in maintaining the individual's self-respect and dignity. In whatever employment setting she may be, the nurse herself should adhere to this principle of nondiscriminatory, non-prejudicial care and endeavor to promote its acceptance by others.

The nurse's respect for the worth and dignity of the individual human being extends throughout the entire life cycle, from birth to death, and is reflected in her care of the defective as well as the normal, the patient with a long-term in contrast to an acute illness, the young and the old, the recovering patient as well as the one who is terminally ill or dying. In the latter instance, the nurse should use all the measures at her command to enable the patient to live out his days with as much comfort, dignity, and freedom from anxiety and pain as possible. His nursing care will determine to a great degree, how he lives this final human experience and the peace and dignity with which he approaches death.

2. The nurse safeguards the individual's right to privacy by judiciously protecting the information of a confidential nature, sharing only that information relevant to his care.

The nurse has a clear obligation to safeguard any confidential information about the patient that she may acquire from the patient himself or from any other source. The nurse-patient relationship is built on trust; this relationship could be destroyed and the patient's welfare and reputation jeopardized by the nurse's injudicious disclosure of confidential information.

In some instances, however, knowledge gained in confidence is relevant or essential in planning the patient's care. Under these circumstances, and guided by her professional judgment, the nurse may share the pertinent information with others who are directly concerned with the patient's care. But she discloses only the information relevant to patient's welfare and only to those who are responsible for maintaining and promoting it. The rights, well-being, and safety of the individual patient should be the determining factors in the decision to share this information.

Occasionally, the nurse may be obligated to give testimony in court in relation to confidential information about a patient. Under these circumstances, she should obtain legal counsel before testifying in order to be fully informed as to her rights and responsibilities in relation to both her patient and herself.

3. The nurse maintains individual competence in nursing practice, recognizing and accepting responsibility for individual actions and judgments.

The nature of nursing is such that inadequate or incompetent practice could result in the loss of health or even the life of the patient. Therefore, the maintenance of competence in practice is the personal responsibility of each individual practitioner. Over and above the moral obligation this imposes on the individual nurse, she can be held legally responsible in the event of injury to a patient if it is proved that she has failed to carry out the actions or to exercise the judgment that is considered standard nursing practice within the particular area and at the time of the injury. Neither physician's orders nor the employing agency's policies relieve the nurse of responsibility for her own nursing actions or judgments.

Competence is a relative term; and an individual's competence in any field may be diminished or otherwise affected by the passage of time and the emergence of new knowledge. This means that for the patient's optimum well-being and for the nurse's own professional development, her nursing care should reflect and incorporate new techniques and knowledge in health care as these develop and especially as they relate to their particular field of practice.

Nursing knowledge, like that in other health disciplines, is rendered rapidly obsolete by mounting technological and scientific advances, changing concepts and patterns in the provision of health services, and increasingly complex nursing responsibilities. The nurse must therefore be aware of the need for continuous updating and expansion of the body of knowledge on which her practice is based, and must keep her knowledge and skills current by whatever means are appropriate and available to her: inservice education, academic study, professional reading, conference, workshops, and the like. Only by such continuing infusion of new knowledge and skills into her practice can the nurse maintain her individual competence and provide nursing care of high quality to the public.

4. The nurse acts to safeguard the patient when his care and safety are affected by incompetent, unethical, or illegal conduct of any person.

Inasmuch as the nurse's primary commitment is to the patient's care and safety, she must be alert to, and take appropriate action regarding, any instances of incompetent, unethical, or illegal practice by any member of the health care team, or any action on the part of others that is prejudicial to the patient's best interests. "Appropriate action" may take the form of expressing her concern to the person carrying out the questionable practice and calling attention to the possible detrimental effect upon the patient's welfare. If indicated, the practice should be reported to the appropriate authority within the institutional or agency setting. It is highly desirable that there be an established mechanism for reporting and handling of incompetent, unethical or illegal practice within the employment setting, so that such reporting can go through official channels and be done without fear of reprisal.

When incompetent, unethical, or illegal practice on the part of anyone concerned with the patient's care (nurses, ancillary workers, technical specialists, or members of other professional disciplines, for instance) is not corrected within the employment setting and continues to jeopardize the patient's care and safety, additional steps need to be taken. It should be reported to such other appropriate authorities as the practice committees of the various professional organizations, or the legally constituted bodies concerned with licensing of specific categories of health workers or professional practitioners. Some situations may warrant the concern and involvement of all these groups. Reporting should be both factual and objective, and the nurse should be fully aware of the state laws governing practice in the health care field and of the employing institution's policies in relation to incompetent, unethical, or illegal practice. Whenever a practice threatens the patient's health, welfare, or safety, the nurse has no choice but to take appropriate action in his behalf.

5. The nurse uses individual competence as a criterion in accepting delegated responsibilities and assigning nursing activities to others.

Because of the increased complexity of health care, changing patterns in the delivery of health services and continuing shortages in skilled health services, and continuing shortages in skilled health manpower, nurses are being requested or expected to carry out functions that have formerly been performed by physicians. In turn, nurses are assigning some former registered nurse functions to variously prepared ancillary personnel. In this gradual shift of functions, the nurse is the "middle man". It is fully as important that she exercise judgment in accepting responsibilities as in assigning responsibilities to others.

Medical and nursing practice acts are usually expressed in broad and general terms, and offer little guidance, direction, or protection to the nurse in relation to her acceptance or performance of specific delegated medical functions. A recognition by nurses of the need for a more definitive delineation of medical and nursing roles and responsibilities has resulted in collaborative efforts on the part of the official nursing, hospital, and medical organizations to develop joint policy statements. These statements specify the functions that are agreed upon as appropriate and proper for the nurse to perform. They include the circumstances under which she should and should not carry out these functions and the required preparation in the skills and judgments necessary to perform the function. Such statements represent a body of expert judgment that can be used as authority where responsibilities are not definitively outlined by legal statute. Similar formulations have been developed and made official policy within many individual health care agencies and institutions.

The nurse should look to such mutually agreed-upon policy statements for guidance and direction: but even where such statements exist, the individual nurse should also assess her personal competence carefully before accepting these responsibilities. If she does not consider herself competent or adequately prepared to carry out a specific function, she should feel free without fear of censure, to refuse to do so; in so doing, she protects both the patient and herself.

The reverse of the coin is also true. The nurse should not accept delegated responsibilities that do not utilize her nursing skills and competencies or that prevent her from providing needed nursing care to patients.

Inasmuch as the nurse is responsible for the patient's total nursing care, he/she must also assess individual competence in assigning selected components of that care to other nursing service personnel. The nurse should not delegate to any member of the nursing team a function which that person has not been prepared for or is not qualified to perform.

Concern for the patient's welfare and safety is the nurse's primary consideration in both accepting and assigning these various responsibilities. Decisions in this area call for knowledge of, and adherence to, the joint policy statements and to the laws regulating medical and nursing practice, as well as for the exercise of informed, professional nursing judgment.

6. The nurse participates in research activities when assured that the rights of individual subjects are protected.

Nurses today find themselves increasingly involved in research activities, as members of many disciplines, including nursing, search for improved methods of patient care and treatment. Generally speaking, nurses in the research setting assume one of two roles; that of investigator, including membership on a research team; or that of practitioner, giving care to patients serving as subjects in a research study.

The latter role may call for specified nursing performance as part of the research design and/or the gathering or reporting of specific data. This item in the CODE focuses on the role of the nurse as a practitioner in a research setting as guidelines for the nurse investigator have been delineated in the ANA publication, THE NURSE IN RESEARCH; ANA GUIDELINES ON ETHICAL VALUES.

The nurse practitioner is, first of all, responsible for rendering quality nursing to all patients entrusted to her care. Implicit in this care is the protection of the individual's rights as outlined in the above publication: privacy, self-determination, conservation of personal resources, freedom from arbitrary hurt and intrinsic risk of injury, and the special rights of minors and incompetent

persons. While the research investigator assumes primary responsibility for the preservation of these rights, the individual nurse practitioner within the research setting should also be aware of them and of her share in this responsibility.

Research projects may call for specific observations, treatments, or care procedures that represent variations from the usual. The nurse participates in such research or experimental activity only with the assurance that the project has the official sanction of the research committee or other appropriate authority within the institutional or agency setting. For her own and the patient's protection, she needs sufficient knowledge of the research design to enable her to participate in the required activities in an informed, effective, and ethical fashion. With this knowledge, she is conscientious in carrying out her specific functions and responsibilities as outlined in the research design.

Investigational drugs, potentially harmful to the patient may represent a special problem. The nurse administering such drugs should have basic information about them: method of administration, strengths, actions and uses, side effects, symptoms of toxicity, and so on.

Occasionally, the research may be of such a nature as to give rise to questions, and perhaps conflicts, for the nurse where it appears that the well-being and safety of the patient are adversely affected by procedures prescribed as part of the project. In such instances the nurse is obligated to voice her concern to appropriate persons in the agency. She should also bear in mind that participation in research activities does not relieve her of responsibility for her own acts and judgments.

Participation in research activities carries the implication that the nurse will want and is entitled to information about the study findings, and that she will utilize in her own practice appropriate findings from research studies related to nursing education and practice.

7. The nurse participates in the efforts of the profession to define and upgrade standards of nursing practice and education.

The professional association, through its membership, is responsible for determining standards of nursing practice and education. The key phrase "through its membership" means that each nurse should share in the activities that go into developing, evaluating, and implementing these standards. These standards, furthermore, should be reflected in the individual nurse's preparation and practice. Standards represent not only professional goals but also a means of ensuring a high quality of nursing care for the public. As such, each nurse has a vested interest in developing and maintaining them.

Standards can never be static because of the constantly changing nature of health care and of educational patterns. As an active participant in the necessarily continuous process of defining, maintaining, and upgrading standards of nursing practice and education, the nurse must keep herself informed of present and projected standards. She should adhere to these standards in her own practice; help to disseminate them and provide for their implementation in the institution or agency with which she is associated; and take responsible and remedial action when standards are violated. Through channels provided by her professional association, she should work to support the standards that have been adopted or endeavor to revise or upgrade them as indicated.

8. The nurse, acting through the professional organization, participates in establishing and maintaining conditions of employment conducive to high-quality nursing care.

The nurse must be concerned with the conditions of economic and general welfare within her profession because these conditions are important determinants in the recruitment and retention of well qualified personnel and in the opportunity for each nurse to function to her fullest potential in the working situation. If the needs and demands of society for both quantity and quality of nursing care are to be met, the professional association and the individual nurse must share in the effort to establish conditions that will make it possible to meet these needs.

An appropriate channel through which the nurse can work constructively, ethically, and with professional dignity to promote the employment conditions conducive to high-quality nursing care is the economic security program of her professional association. This program, encompassing commitment to the principle of collective bargaining, promotes the right and responsibility of the individual nurse to participate in determining the terms and conditions of her employment.

This participation, to be most productive, should be in the form of a group approach to economic action, through the channels provided by the professional organization and with that organization providing assistance and representation in the nurses' collective negotiations with employers. In this way, the nurse can work most effectively to achieve working conditions that will be commensurate with her preparation, qualifications, functions and responsibilities today and in so doing, will promote the welfare of the public.

9. The nurse works with members of health professionals and other citizens in promoting efforts to meet health needs of the public.

It is increasingly recognized that society's need and mounting demand for comprehensive health services can be met only through a broad and intensive effort on the part of both the community and the health professions. The nurse, with her special knowledge and

skills in the health field, her essential role in the provision of health services, and her traditional commitment to even higher standards of health care, has an obligation to participate actively and responsibly in professional, interprofessional, and community endeavors designed to meet the health needs of the public.

She should involve herself in both the planning and implementation of the health services needed, maintaining open and constructive communication with the citizen and professional groups involved. Especially important in the process is the exploration by physician and nurse of their interdependent functions as these relate to the delivery of comprehensive health services. Such exploration calls for a continuous exchange of ideas between members of the two professions on local, state, regional, and national levels, the goal being closer liaison between the two groups in the interest of improved patient care.

A similar and continuing communication should also be carried on with representatives of the other disciplines in the health field - pharmacy, social service, nutrition, physical, occupational, and recreational therapy, hospital or agency administration - as well as with specialized technical groups providing various health services. Nurses must work together with representatives of these groups in defining, exploring, and enhancing the relationships created by their interaction and mutual concern with health care.

The nurse, because of her close and continuing contact with patients and families, and awareness of both individual and community health needs, has much to contribute to community planning for health services. By assuming an active and, on occasion, a leadership role in these activities, nurses can help to shape programs that will provide the public with care that takes full advantage of the resources of modern science.

10. The nurse refuses to give or imply endorsement to advertising, promotion or sales of commercial products, services, or enterprises.

Over the years the public has learned to trust and respect the nurse and to have confidence in her judgment and advice. Very often, the individual nurse represents the entire profession to patients and others. This means that what one nurse says or does may be interpreted as reflecting the action, opinion, or judgment of the profession as a whole. Therefore, this favorable professional image should not be used in ways that might be misleading or harmful to the public and bring discredit upon the nurse and her profession. The nurse should not permit her name, title, professional status, or symbols - uniform, pin, or the letters "R.N." for instance - to be used or associated with the promotion of any commercial product or service.

The right to use the title "Registered Nurse" is granted by state government through licensure by examination for the protection of

the public. Use of title carries with it the responsibility to act in the public interest. This title, and other symbols of the profession, should not be used for the personal benefit of the nurse or those who may seek to exploit them for other purposes.

By permitting her professional self or the nursing profession's symbols or representations to be used in association with a particular product or service, the nurse places herself in the position of seeming to endorse, or recommend, or make the judgment that one among several similar and competing products is preferable to others. She has neither the qualifications nor authority to make this judgment. The public, because of its tendency to identify the individual with the profession, may construe this individual action as reflecting endorsement or approval of a product or service by the profession as a whole. In some instances, such action on the part of an individual nurse could also be interpreted as a violation of the legal statutes forbidding nurses to make medical diagnosis or to prescribe medications or treatments.

Nursing symbols and representations of nurses may be used in advertisements directed to members of the health profession, but only such advertisements and never to imply medical diagnosis or prescription, or professional endorsement of commercial products.

The nurse may indicate the availability of her own services by listing herself in the directories or professional publications available to the public. Properly used, such advertising may prove to benefit to the public in securing needed care. It is expected, however, that nurses will present the necessary information in a manner consistent with the dignity of the profession and in keeping with the general practices of other professional groups within the community.

Not only should the nurse herself adhere to the above principles; she should also be alert to any instances of their violation by others. She should report promptly, through appropriate channels, any advertisement or commercial which involves a nurse, implies her involvement, or in any way suggest nursing endorsement of a commercial product, service, or enterprise. The nurse who knowingly involves herself in such unethical activities negates her professional responsibility for personal gain, and jeopardizes the public confidence and trust in the nursing profession that have been created by generations of nurses working together in the public interest.

APPENDIX II
FACT SHEET 1
12-Hour Shift (3-day/36-hour week)
Effective Prior to 12/13/81

Departments

CCU
CSU
ICU
NCU

Work Hours

The work period for employees working a 3-day/12-hour schedule begins at 7:01 p.m. Saturday and continues to the following Saturday at 7:00 p.m.

Overtime

Overtime will be paid for all hours worked in excess of 12 hours in a day at the rate of time and one-half. Overtime will be paid for all hours worked in excess of 40 hours in a work week at the rate of time and one-half, assuming such hours have not already met the daily overtime requirements.

Vacation

When an employee working the 3-day/12-hour schedule takes a vacation, the employee will receive vacation pay for each week, and will be paid a full week's wage for each week of vacation taken. If an employee takes a vacation day, it will be paid as 12 hours. For the purpose of defining vacation days, one day equals 12 hours pay until the maximum hours for vacation have been reached.

Rate of Pay

Employees who work 3 days (36 hours) will receive pay for 40 hours.

Benefits

For the purpose of computing benefits, 3-day/12-hour employees will be considered full-time.

Sick Days

If an employee on the 3-day/12-hour schedule is off ill, payment will be made based on the 12-hour day. In other words, if an employee is off ill for one day, he/she will be paid on the basis of 12 hours.

For the purpose of defining sick days, one day equals 12 hours until the maximum of 48 hours for sick pay have been reached.

Rest Period

Two (2) 15-minute rest periods and one (1) 45-minute unpaid duty-free lunch periods are allowed during the 12-hour shift.

Holidays, Birthdays, Personal Days

Holidays, birthdays and personal days will be paid as follows:

<u>Up to 1 year</u>		<u>1 year up to 2 years</u>	
1 birthday holiday	12	1 birthday holiday	12
2 personal days	24	2 personal days	24
7 legal holidays	<u>84</u>	7 legal holidays	84
		1 RN/Float Day	<u>12</u>
TOTAL	120	TOTAL	132

Legal Holidays

See Article XIII, Section 6A-6,7.

Shift Differential

7:00 a.m. - 7:30 p.m. = weekends only
7:00 p.m. - 7:30 a.m. = 11:00 p.m. - 7:30 a.m. differential

Jury Duty

Follow contractual language. 12-hour shift will be utilized for payment. If employee reports for jury duty and is not required to stay 12 hours, the employee will then be compensated for time spent during jury duty only. In order to receive payment for the 12 hours, the employee must work the number of hours not spent performing jury duty.

Bereavement/Funeral leave

All employees may be granted up to twenty-four (24) hours off with pay. See Bereavement/Funeral Leave in contract.

Conference/Workshop Days/Union Leave/Delegate Days

If an employee on the 3-day/12-hour schedule attends an approved conference/workshop/union leave/delegate day on a scheduled work day, he/she will receive 12 hours pay. If scheduled off, will not receive pay.

Weekends

Those employees working the 12-hour shift will be scheduled to work every third weekend. If for any reason this scheduling practice results in an inadequate staff/patient ratio that is not considered reasonable by the Medical Center, staff members will meet together for the purposes of remedying the situation.

If no solution is forthcoming, then the provisions of Article X, Section C will apply as necessary for MNA and Article V, Section 4 will apply as necessary for Local #79.

Posting

As 3-day/36-hour employees terminate/transfer, these positions will be posted as such.

Swing Pay

In order to be eligible for swing pay, employees working the 3-day/36 hour schedule must work an 8-hour shift other than his/her normally scheduled 12-hour shift. These 8-hour shifts do not have to be in accordance with the traditional hours.

In relation to the foregoing section, swing pay will not be paid if an employee has made a special request or exchanged days off with someone else.

Eligibility and Transfer

All 12-hour shifts will be full-time positions. Employees without previous experience in the area to which they are hired and/or GNs will not be eligible for the 12-hour shift during their first six months on the unit unless approved otherwise by the Director/Department Manager.

In order to transfer from this shift, the employee must sign a posting and be awarded another position.

APPENDIX II
FACT SHEET 1
10-Hour Shift (4-day/40-hour week)
Effective Prior to 12/13/81

Departments

3NE	5E
3NW	2C
2NW	4W

Work Hours

The work period for employees working a 4-day/10-hour schedule begins at 11:01 p.m. Saturday and continues to the following Saturday at 11 p.m. Saturday and continues to the following Saturday at 11 p.m.

Overtime

Overtime will be paid for all hours worked in excess of 10 hours in a day at the rate of time and one-half. Overtime will be paid for all hours worked in excess of 40 hours in a work week at the rate of time and one-half, assuming such hours have not already met the daily overtime requirements.

Vacations

When an employee working the 4-day/10-hour schedule takes a vacation, the employee will receive vacation pay for each week, and will be paid a full week's wage for each week of vacation taken. If an employee takes a vacation day, it will be paid as 10 hours pay until the maximum hours for vacation have been reached.

Sick Days

If an employee on the 4-day/10-hour schedule is off ill, payment will be made based on the 10-hour day. In other words, if an employee is off ill for one day, he/she will be paid on the basis of 10 hours.

For the purposes of defining sick days, one day equals 10 hours until the maximum of 48 hours of sick pay has been reached.

Holidays, Birthdays, Personal Days

Holidays, birthdays and personal days will be paid as follows:

<u>Up to 1 year</u>		<u>After 1 year</u>	
2 floating holidays	20	2 floating holidays	20
1 birthday holiday	10	1 birthday holiday	10
2 personal days	20	2 personal days	20

7 legal holidays 70
 TOTAL 120

7 legal holidays 70
1 RN/float day 10
 TOTAL 130

Legal Holidays

See Article XIII, Section 6A-6, 7.

Shift Differential

Per contract.

Jury Duty

Follow contractual language. 10-hour shift will be utilized for payment.

Bereavement/Funeral Leave

All employees may be granted up to twenty-four (24) hours off with pay. See Bereavement/Funeral Leave in contract.

Conference/Workshop Days/Union Leave/Delegate Days

If an employee on the 4-day/10-hour schedule attends an approved conference/workshop/union leave/delegate days on a scheduled work day, he/she will receive 10 hours pay. If scheduled off, will not receive pay.

Posting

As 4-day/10-hour employees terminate/transfer, these positions will be posted as such.

Swing Pay

In order to be eligible for swing pay, employees working the 4-day/10-hour schedule must work a minimum of eight (8) hours other than his/her normally scheduled 10-hour shift.

In relation to the foregoing section, swing pay will not be paid if an employee has made a special request or exchanged days off with someone else.

Eligibility/Transfer

All 10-hour shifts will be full-time positions. In order to transfer from this shift, the employee must sign a posting and be awarded another position.

APPENDIX III

Memo of Understanding between
MNA and Borgess Medical Center

Succession

The Association will not attempt to apply Article XXIV, section H. to the Borgess Health Alliance/Borgess Medical Center participation in the West Michigan Cancer Center. However, the Medical Center will discuss the impact of this project with the Association.

APPENDIX IV

Memo of Understanding between
MNA and Borgess Medical Center

Layoff and Recall

In the event that a bargaining unit member does not make reasonable progress toward meeting qualifications for an open bargaining unit position as provided by Article IX C., 1. (d), (e), or 2, the parties agree:

1. That a Special Conference will be convened as provided by Article VII as soon as possible to explore all possible options for the affected bargaining unit member in lieu of layoff;
2. That the Medical Center may fill available but unfilled open positions with any qualified RN until such time as a bargaining unit member becomes qualified to fill a position.

APPENDIX V

Memo of Understanding between
MNA and Borgess Medical Center

Pension Plan

The Medical Center and the Association agree to create a task force which will develop an improved retirement program. The current retirement program will be analyzed, including actuarial determinations. This process includes adding carriers to the list of voluntary TSA carriers. The task force will have a report ready by July 1, 1994.

