

4/30/97

A G R E E M E N T

Between

COMMUNITY HEALTH CENTER

of

BRANCH COUNTY
Coldwater, Michigan

and the

COMMUNITY HEALTH CENTER STAFF COUNCIL
OF LICENSED PRACTICAL NURSES

February 20, 1995 - April 30, 1997

Branch County, Community Health Center

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AGREEMENT

THIS AGREEMENT made and entered into this 20th day of February, 1995, by and between the COMMUNITY HEALTH CENTER OF BRANCH COUNTY, 274 East Chicago Street, Coldwater, Michigan 49036, hereinafter called the "Employer," and the COMMUNITY HEALTH CENTER STAFF COUNCIL OF LICENSED PRACTICAL NURSES hereinafter referred to as "Staff Council."

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 Employer and the Staff Council in its capacity as representative of the Employees, so as to serve the best interests of the parties and the community. It is understood that the Licensed Practical Nurse shall comply by the agency Personnel Policies.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper services for the community.

To these ends, the Employer and the Staff Council encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

ARTICLE I RECOGNITION

The Employer hereby recognizes the Staff Council as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 of the State of Michigan for a unit consisting of

all full-time, minimum full-time, and part-time Licensed Practical Nurses and Graduate Practical Nurses who give direct patient care as ordered by a physician or Registered Nurse, excluding LPN's employed as Technicians and Medical Assistants and all other employees. Graduate Practical Nurses are defined as persons awaiting Michigan Licensure and who are employed as Licensed Practical Nurses under a temporary license issued by the Michigan Board of Nursing

for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

ARTICLE II
DEFINITIONS OF NURSES

1. Full-time Licensed Practical Nurses: Licensed Practical Nurses who are regularly scheduled to work eighty (80) hours in a fourteen (14) day payroll period shall be classified as full-time nurses. A full-time nurse shall be entitled to the benefits under this Agreement. The nurse must be available to work in cases of emergency.

2. Minimum Full-Time Licensed Practical Nurses: Licensed Practical Nurses who are regularly scheduled to work a minimum of sixty (60) hours and less than eighty (80) hours, in a fourteen (14) day payroll period, and are available to work in cases of emergency, shall be termed "minimum full-time nurses." They shall:

- a. Receive vacation benefits on a prorated basis in the proportion that their hours paid bears to full-time employment.
- b. Receive two and one-half (2 1/2) times their regular straight time rate for holidays worked.
- c. Receive full holiday pay at their regular straight time pay for holidays not worked.
- d. Receive sick leave accruals on a prorated basis in the proportion that their hours paid bears to full-time employment.
- e. Be eligible to participate in agency insurance.
- f. Receive weekend premium pay and shift differential as per the full-time nurse schedule.
- g. Be eligible for Leave of Absence in accordance with the provisions of this Agreement regarding leave of absence.
- h. Be paid at the regular rate of full-time nurse employed in the same job classification.
- i. For contract year 1995 only, advance on the wage schedule on the basis of completing the same number of hours as required of a full-time nurse. For contract years 1996 and 1997 pay increases will be determined according to job performance.

- j. For contract year 1995 only, computation shall be based on hours paid up to a maximum of eighty (80) hours per pay period. Hours paid is defined as hours worked plus benefit hours paid. Overtime hours are counted as actual hours worked; "on call hours" and pay off of accrued hours are excluded. For contract years 1996 and 1997 pay increases will be determined according to job performance.

3. Regular Part-Time Licensed Practical Nurses:

Licensed Practical Nurses who are regularly available to work less than sixty (60) hours in a fourteen (14) day payroll period and are available in cases of emergency. They shall:

- a. Receive sick leave and vacation accrual on a prorated basis in the proportion that their hours paid bears to full-time employment.
- b. Receive two and one-half (2 1/2) times their regular straight time rate for holidays worked.
- c. Receive weekend premium pay and shift differential as per the full-time nurses schedule.
- d. Be eligible for leave of absence in accordance with the provisions of this Agreement regarding leave of absence.
- e. Be eligible to participate in agency insurance.
- f. Be paid at the regular rate of full-time nurse employed in the same job classification.
- g. For contract year 1995 only, advance on the wage schedule on the basis of completing the same number of hours as required of a full-time nurse. For contract years 1996 and 1997 pay increases will be determined according to job performance.
- h. For contract year 1995 only, computation shall be based on hours paid up to a maximum of eighty (80) hours per pay period. Hours paid is defined as hours worked plus benefit hours paid. Overtime hours are counted as actual hours worked; "on call hours" and pay off of accrued hours are excluded. For contract years 1996 and 1997 pay increases will be determined according to job performance.

4. New nurses shall be employed on a probationary basis for their first sixty (60) working days of employment. The

Hospital has the option to extend the probationary period up to another thirty (30) working days. However, in no event will a nurse's probationary period extend beyond six (6) calendar months after date of hire.

5. Probationary Nurse - No Fringe Accrual: A probationary nurse shall not be entitled to sick pay or vacation pay during the probationary period. Upon satisfactory completion of the probationary period, he/she shall be credited with sick leave and vacation accruals dating from the commencement of his/her current employment.

6. Nurse Orientation: The Hospital agrees to provide an orientation program for nurses. A probationary nurse shall acknowledge following orientation that he/she fully understands the job duties and responsibilities by affixing his/her signature to a form, one copy of which shall be placed in his/her personnel file and a personal copy shall be provided to the nurse. Staff nurses who are assisting in orientation of an employee will be partially relieved of his/her regular job assignments.

7. Access to the Grievance Procedures: Probationary nurses terminated will not have access to grievance procedure.

8. Staff Augmentation by non-bargaining unit LPN's: The Community Health Center of Branch County shall have the right to utilize non-bargaining unit LPN's when staffing and/or scheduling needs require the use of non-bargaining unit personnel to fill bargaining unit assignments. Such personnel may be utilized after the Facility has attempted to fill scheduling vacancies with bargaining unit LPN's. The Facility shall not exercise this right in any way so as to deprive bargaining unit employees of work or benefits.

ARTICLE III STAFF COUNCIL MEMBERSHIP AND SECURITY

Section 1: Employees covered by this agreement shall be required, as a condition of continued employment, to become members of the Staff Council or pay a lawful service fee to the Staff Council commencing the thirtieth (30th) day following ratification of this Agreement.

Section 2: Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of employment to become members of the Staff Council or pay a lawful service fee to the Staff Council, commencing the thirtieth (30th) day following their entry or reentry into the bargaining unit.

Section 3: Employees shall be deemed to be members in good standing if they remit all initiation fees and dues to the Staff Council monthly.

Section 4: No employee shall be terminated under this clause unless the Staff Council has notified the employee that he/she is delinquent in paying his/her membership dues or service fees, informing him/her of the amount in arrears and advising him/her that unless such dues or fees are tendered within ten (10) calendar days, she will be reported to the Hospital for termination from employment as provided herein. Any objector to the amount of the Union's service fee shall be subject to the Union's lawful procedure for determination.

Section 5:

(a) Newly hired employees will receive their orientation package at the Community Health Center of Branch County, the phone numbers and the names of the Staff Council delegates, and a copy of this Agreement. The aforementioned materials shall be provided by the Staff Council to the Hospital for distribution to newly hired nurses.

(b) The Employer shall provide to the Staff Council by the tenth (10th) day of each month, the name, address, telephone number, classification, social security, and date of hire and rate of pay of all new employees to the bargaining unit and the names of all terminated bargaining unit employees. In January and July of each year, the Employer shall provide a master list of all employees in the bargaining unit, including name, address, telephone number, classification, social security number, date of hire and rate of pay.

ARTICLE IV
PAYROLL DEDUCTION FOR STAFF COUNCIL DUES

1. Employer Payroll Deduction: The Employer agrees to deduct from the salaries of nurses, dues for the Staff Council, when authorized in writing by each nurse and presented to the Employer. The authorization shall be set forth in Schedule "B" of this Agreement. The Employer shall have payroll deduction for Union dues forms signed by all newly hired nurses at the time of their employment.

2. Notification to Employer: The Staff Council shall give written notification to the Employer of the amount of the annual dues of the Staff Council which are to be deducted.

3. Objections: Should any non-member employee object to the amount of the service fee, the Employer will not make any

payroll deduction until such time as the employee and Union have finally resolved the matter.

ARTICLE V
REPRESENTATION

1. Representation: Licensed Practical Nurses employed by the Facility shall be represented by a delegate. They will be nurse employees of the Facility and their selection will be in any manner determined by the nurses. The Employer will recognize the delegates as representatives of the Staff Council in the administration of the provisions of the Agreement, and special conferences therein provided. The Staff Council will keep the Employer informed in writing of the nurses' names and their alternates who are delegates. They will be compensated at their regular hourly rate for any scheduled working hours required for meetings. Permission for all meetings which are to be compensated shall be contingent upon approval of the Employer prior to the scheduling of the meeting. This approval will not be unreasonably withheld.

2. Facility Access: Representatives of the Staff Council must call or write the President or his designee at least two hours prior to desiring access to the Facility for the purpose of representing such nurses in accordance with this Agreement, provided such visits occur at reasonable intervals during the working hours and they do not interfere with the service of the Facility.

3. Use of Facilities: The Community Health Center of Branch County will allow the Staff Council to use an available meeting room for the following purposes:

1. To meet with their representative and negotiation team on scheduled negotiating days.
2. For monthly Staff Council meetings.
3. For special meetings called by the Staff Council and approved by the Hospital.
4. For contract ratification meetings upon twenty-four (24) hour notice to the Hospital.

The notification for the need for such an available room is to be made at least five (5) days in advance of the date the room is desired. The scheduling is to be completed through the administrative office.

4. Grievance Processing: Staff Council representatives (up to a maximum of two employees) who are engaged in the processing of a grievance in accordance with the grievance procedure shall be paid for their scheduled straight-time hours so spent. They shall not be paid for preparing for or attending an arbitration proceeding.

5. Pay For Negotiations: A maximum of three (3) unit employees shall be paid for their scheduled straight time hours spent in collective bargaining negotiations with the Hospital for subsequent agreements.

ARTICLE VI PROFESSIONAL NEGOTIATION

1. Waiver Clause: The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and Staff Council, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed the Agreement.

2. Negotiating Representatives: In these professional negotiations, neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within their organizations or from the outside. The parties pledge that representatives selected by each party shall have the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations subject only to ratification.

3. Ratification of Agreement: No final agreement between the parties' representatives may be executed without the agreement being first reduced in writing and the Staff Council certifying to the Employer in writing that said agreement has been ratified according to the Staff Council Bylaws.

ARTICLE VII
SPECIAL CONFERENCE

1. Special conferences for the improvement of professional working relations, health, safety, and nursing standards will be arranged between the delegates of the nurses' Staff Council and the Employer representatives upon the agreement of both parties. Such meetings may be between the delegates of the nurses' Staff Council and/or up to four (4) members of the Staff Council with knowledge of the issue to be discussed, not more than two (2) non-employee representatives for Staff Council, and Employer representatives. Arrangements for such special conferences are to be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters to be taken up on special conferences shall be confined to those matters included in the agenda. Any conferences shall be held between 9:00 a.m. and 4:00 p.m. Special conferences shall be scheduled within ten (10) days after the request is made.

2. Employees represented by the Staff Council shall lose neither time nor pay for the time spent in such special conferences.

3. The Staff Council representative may meet at a place designated by the Employer, on the Employer's property, not more than one (1) hour preceding the meeting with the representatives of the Employer.

ARTICLE VIII
ROLE OF THE NURSE

1. The LPN is responsible for high quality of nursing care under the direction of a licensed physician or registered nurse. The parties hereto share the common goal and the common responsibility of providing to the citizens who require it, nursing care of high quality which is consistent with the needs and goals of the patient. To this end, both parties further agree to recognize responsibilities and other functions of the LPN and the Hospital within the scope of applicable legal requirements including the provisions of Act 368 of Public Acts of 1978, Public Health Code, Article 15, Occupations.

2. The parties further agree that it is the Hospital's responsibility to provide safe and adequate nursing care and to make maximum utilization of the training and competencies of all nursing personnel. The LPN shall work under the job descriptions and functions as established by the Employer, with input from the Staff Council.

ARTICLE IX
MANAGEMENT RIGHTS

1. The Employer retains and shall have the sole and exclusive right to manage and operate the Facility in all of its operations and activities. The Hospital and Staff Council will honor all provisions of this Agreement. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and methods, procedures, means, equipment and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance either in or out of the Facility and in all respects, to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Facility and shall not be subject to the arbitration procedure established in this Agreement.

2. The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish work rules and to fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to test for drugs and/or alcohol based upon reasonable suspicion; to provide and assign relief personnel; to establish and change work schedules; to establish and determine work loads, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and as such they shall be subject to the grievance and arbitration procedure established herein.

3. The Staff Council hereby agrees that the Employer retains the sole and exclusive right to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE X
GRIEVANCE PROCEDURES

1. Statement of Purpose: The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of nurses or groups of nurses. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

2. Definitions: A grievance shall be a complaint filed by an aggrieved nurse, or a group or nurses, concerning the application and interpretation of this Agreement as written. Grievances are specifically limited to matters of interpretation or application of express provisions of this contract as written. The term "days" shall mean calendar days excluding Saturday, Sunday, and holidays.

Failure of the Employer to respond within the specified time limits, or as otherwise agreed, shall be considered an acknowledgement that the grievance was justifiable and the relief asked shall be implemented.

Failure of the nurse or his/her representative in Staff Council to respond in time limits specified, or as otherwise agreed, shall be considered an acknowledgement that the grievance is settled.

3. Steps in the Grievance Procedure:

Step One (1)

a. A nurse with a grievance shall first discuss it with his/her Nurse Manager within three (3) days of its occurrence, either individually or with a delegate to try to resolve the matter informally. The Nurse Manager (Supervisor) must respond verbally to the employee and the delegate within three (3) days after it is received.

b. If the grievance is not satisfactorily resolved by the Nurse Manager's answer in Step One-a, the nurse and/or delegate shall reduce it to writing on a Grievance Form and proceed to Step Two (2) of the grievance procedure.

Step Two (2)

The nurse and/or the delegate presents written grievance to the Chief Nursing Officer or designated representative within three (3) days after the Nurse Manager has verbally responded to the nurse or the delegate. When so filed, a meeting between the nurse and/or the delegate and the Chief Nursing Officer or designee will be held to discuss the grievance, within five (5) days from the date the grievance is received by the Chief Nursing Officer and/or designee. The Chief Nursing Officer and/or designee shall submit his/her answer to the grievance in writing on the Grievance Form and return it within five (5) days after the

meeting to the individual who filed the written grievance and the delegate.

Step Three (3)

If the grievance is not resolved at Step Two (2), the delegate shall submit the grievance within three (3) days after the written response from the Chief Nursing Officer or designee has been made to the grievant and the delegate who filed the grievance in Step Two. The grievance will be submitted to the Chief Executive Officer or designee with written reasons of disagreement of Step Two (2) answer. A meeting between the aggrieved, the Staff Council representatives when requested, and/or the delegate and the Chief Executive Officer or designee will be arranged and held within five (5) days from the date the grievance is filed with the Chief Executive Officer or designee. The Chief Executive Officer or designee shall submit a written answer to the grievant and the delegate within three (3) days following the meeting.

Step Four (4) - Arbitration

1. Appeal to the Arbitrator: Any grievance which is unresolved at Step Three (3) of the grievance procedure may be submitted to arbitration, if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice to the Employer by the Staff Council within thirty (30) days of receipt of the Step 3 written answer.
2. Selection of Arbitrator: The Staff Council and the Employer shall select a mutually satisfactory arbitrator. If the parties are unable to agree upon an arbitrator within seven (7) days of the written notice requesting arbitration, the matter shall be referred in writing by the Staff Council within fourteen (14) days of the written notice to the American Arbitration Association for the selection of an impartial arbitrator.
3. Powers of the Arbitrator: The arbitrator shall be empowered to hear, investigate, and decide any difference between the parties which arises in connection with the interpretation, enforcement and application of the provisions of this Agreement subject to the limitations stated below. The arbitrator shall

have full discretion to uphold or rescind disciplinary measures imposed by the Employer. The arbitrator shall have no power to:

- a. Add to, subtract from, or otherwise modify any of the provisions of this Agreement.
- b. Establish or modify any salary rate or plan. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on the case, the matter shall be referred back to the parties without decision or recommendation. The arbitrator may conduct such investigations as may be considered appropriate. At the arbitration hearing, each party shall have the option of presenting witnesses to matters ruled advisable by the arbitrator or party opposing.

4. Arbitrator's Decision: There shall be no appeal from an arbitrator's decision if made in accordance with his jurisdiction and authority under this Agreement. It shall be final and binding on the Staff Council, on all bargaining unit employees, and on the Employer.

5. Fees and Expenses: The fees and expenses of the arbitrator shall be shared equally by both parties. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expenses.

ARTICLE XI WITHHOLDING OF PROFESSIONAL SERVICES

1. It is recognized that the needs for care and proper treatment of patients are of paramount importance and that there shall be no interference with such care and treatment.

2. Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The members of the bargaining unit under this Agreement will not engage in or encourage any strike, sympathy strike, sit-down, stay-in, slow down, or other similar action which would interfere with the treatment and welfare of the patients.

3. The Employer shall have the right to discipline or discharge any employee participating in such interference and the Staff Council agrees not to oppose such action. It is understood, however, that the Staff Council shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

4. The Employer will not lock out any employees during the term of this Agreement.

ARTICLE XII
MAINTENANCE OF DISCIPLINE

1. Professional Conduct: All Licensed Practical Nurses will abide by such rules of professional conduct that are necessary for the efficient operation of the Facility and adequate care of patients.

2. Corrective Discipline: Discipline that is necessary will be of a corrective nature rather than punitive and will, as appropriate, usually be based on a verbal warning followed by a written warning before suspension or discharge. In appropriate circumstances, the Hospital may discipline up to and including discharge for a first offense. Any nurse disciplined shall be notified in writing of the discipline, the reason for the discipline, the length of any disciplinary penalty and changes in behavior which are to be achieved by such discipline. After such disciplinary period, the nurse will be reevaluated in writing by the Employer.

3. Special Probationary: Employees will not necessarily be placed on probation as a part of the corrective discipline process. Any nurse being placed on probation will be notified verbally and in writing. At this time, he/she will be informed as to the cause of the probation, the length of the probationary period, and the goals to be attained by its completion. Length of probationary period will be at the discretion of the Employer up to a period of thirty (30) calendar days. The probationary period may be extended if necessary up to an additional thirty (30) calendar days. Written evaluations during this period will be made.

During a Special Probationary period, or any extensions, occurrence(s) which take place for the same offense which caused the disciplinary action may result in automatic termination of the employee.

At the end of the probationary period, a decision of release of probationary status or termination will be made. Failure to show permanent corrections may be cause for discharge.

4. Discharge, suspension and/or individual disciplinary penalties shall be for just cause.

Whenever a nurse is discharged or suspended, the nurse has the optional right to have a delegate present with him/her when such discipline is administered.

ARTICLE XIII
HOLIDAYS

1. Holidays Recognized: The following holidays are recognized by the Facility:

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

2. Holidays - Saturday and Sunday: When a holiday falls on Saturday, the Facility will observe the holiday on the preceding Friday. When a holiday falls on Sunday, the Facility will observe the holiday on the following Monday. However, employees in departments that remain open twenty-four (24) hours per day, or seven (7) days per week, will observe the holiday on the day it falls.

3. Holidays - Not Worked: All full-time and minimum full-time nurses who are not scheduled to work on the above holidays will be paid for the holiday at their regular straight time rate of pay. Regular Part-time Nurses who are not scheduled to work on their birthday shall receive a birthday benefit equal to four (4) hours regular straight time pay.

4. Holidays Worked: All Nurses, who are scheduled to work on any of the above holidays and work the holiday will be paid for the holiday at two and one-half (2 1/2) times their regular straight time rate of pay. Nurses who fail to work when scheduled will be required to obtain Facility approval before they can receive pay for the holiday.

5. Holidays - Vacation - Jury Duty: If one of the above holidays occurs when a nurse is on vacation or jury duty, she will receive pay for the holiday.

6. Holidays - Illness: A full-time nurse, or minimum full-time nurse will receive base pay for a holiday except when he/she is on a leave of absence.

7. Holidays - Hours Worked: Holiday pay that is paid to nurses who do not work on the holiday shall be considered as hours worked.

8. Nurses will not be scheduled to work on their birthdays. Exception to this policy will be if the department head or his/her designee determines an extenuating circumstance. Nurses so required to work on their birthday shall be paid as set forth in paragraph 4 above. However, if the nurse requests to

work on his/her birthday in order to get an alternate day off, said request must be made in writing and he/she shall be paid straight time for work on his/her birthday, if the request is approved.

ARTICLE XIV
VACATIONS

1. All Licensed Practical Nurses shall be eligible to use accrued vacation after six (6) calendar months of continuous service from the date of employment up to a maximum of thirty-five (35) days.

2. Accrual of vacation will be based on hours paid up to a maximum of eighty (80) hours per pay period, excluding "on call hours" paid. Overtime hours will be counted on the number of hours actually worked.

3. Less Than Five Years: Full-time Nurses shall accrue one (1) day of vacation for each month of service * (12 days per year) until they have completed the five years of service.

4. Five Years but Less Than Ten Years: Full-time Nurses who have completed five (5) years but less than ten (10) years of service shall accrue one and one-half (1 1/2) vacation days for each month of service * (18 days per year) until they have completed ten (10) years of service.

5. Ten Years and Over: Full-time Nurses who have completed ten (10) or more years of service shall accrue two (2) days of vacation for each month of service * (24 days per year).

6. Scheduling of Vacations: Insofar as possible considering the needs of patient care, vacations will be scheduled at the convenience of the nurse. However, the Hospital reserves the right to approve the nurse's individual vacation schedule in accordance with the Facility's needs. Vacations may be requested to be scheduled at any time of the year and may be requested to begin and end on any day of the week. Requests for vacation days which do not commence on the first day of the standard work week (Sunday through Saturday), or end on the last day of the standard work week, will be approved by Management whenever possible. Approval or denial of vacation time shall be done within a reasonable time and denial of vacation times shall not be done in an arbitrary or capricious fashion. The Nursing Office and the nurse will share in the responsibility of finding replacements.

To meet staffing needs for these vacation requests, management will attempt to provide coverage with a qualified nurse. If such coverage is not available, management may deny the request.

7. Vacation Accumulation: Vacations shall be cumulative from year to year, but shall not exceed the thirty-five (35) day maximum.

8. Death of a Nurse: In case of a nurse's death, any unused vacation accrual will be paid to the nurse's estate.

9. Vacation Rate: Nurses will be paid vacation pay on the basis of their regular straight time rate of pay they are receiving at the time they take their vacation.

10. Termination: Upon honorable termination of employment as defined in Personnel Policy, a nurse shall be compensated for his/her accrued vacation benefits at his/her regular straight time rate of pay.

11. Advanced Vacation Pay: If a regularly scheduled payday falls during an employee's vacation, he/she may, upon request receive advance vacation pay. The request must be made in writing prior to the preceding pay period and must be a minimum of four days pay.

ARTICLE XV HOURS OF WORK AND OVERTIME

1. Work Week: The regular scheduled work week of a Licensed Practical Nurse shall consist of not more than ten (10) eight (8) hour shifts, a total of eighty (80) hours in a fourteen (14) day period.

2. Work Day: The regular scheduled work day of a Licensed Practical Nurse shall consist of not more than eight (8) hours in a twenty-four (24) hour period, except as otherwise provided in this contract. Each shift on which a half hour meal break is provided, will include a one-half hour shift overlap. For payroll purposes only, the parties agree to the following standard definitions:

Workday:

The 24 consecutive hour period commencing at 11:00 p.m. and concluding at 10:59 p.m.

Weekend:

The 48 consecutive hour period commencing at 11:00 p.m. on Friday and concluding at 10:59 p.m. on Sunday.

Holiday:

The 24 consecutive hour period commencing at 11:00 p.m. the night immediately preceding the observed holiday and concluding at 10:59 p.m. the evening of the observed holiday.

Workweek:

The 7 consecutive day period commencing at 11:00 p.m. on Saturday and concluding at 10:59 p.m. the following Saturday.

Pay Period:

The 14 consecutive day period commencing at 11:00 p.m. on Saturday and concluding 14 calendar days later at 10:59 p.m.

3. Rest Periods: All Licensed Practical Nurses who are scheduled to work an eight (8) hour shift shall be entitled to one (1) paid uninterrupted fifteen (15) minute rest period. Furthermore, all nurses working an eight hour shift or more shall be entitled to a thirty (30) minute unpaid lunch break in accordance with the schedule.

4. Time and One-Half: One and one-half (1 1/2) times the nurse's regular straight time hourly rate will be paid for all hours worked in excess of eight (8) hours in a twenty-four (24) hour period and in excess of eighty (80) hours in a pay period. However, all such time worked will not be paid as such without approval having been given by the Health Center or nursing administration, or their designee, prior to working the overtime. The same time covered by two different shifts will be considered time worked on both shifts. Any nurse consenting to work more than eight (8) hours in a twenty-four (24) hour period will be paid overtime rate after eight (8) hours of service. The twenty-four (24) hour period will begin with the first eight (8) hours worked. Exceptions: Hours in "flexible" positions which result in an overlap of not more than four (4) hours in a 24 hour period. There shall be no pyramiding of overtime.

5. Schedules of Work: Licensed Practical Nurses under normal work schedules will not be assigned more than eighty (80) hours in a fourteen (14) day period. The Facility operates upon

a continuous basis, and because of this and the demands of patient care, nurses may be requested to work shifts which are other than their regularly scheduled shifts.

6. Holiday Schedules: Work schedules involving paid holidays should be posted as far in advance as possible so nurses can make the necessary arrangements.

7. On-Call Schedule: Nurses may be scheduled on call. When a nurse is on call in lieu of a regularly scheduled work day, accrued benefit time may be used to supplement call back hours, up to the scheduled paid hours the nurse would have received.

8. Weekend Schedule: Licensed Practical Nurses should be scheduled so as to receive every other weekend off whenever possible.

ARTICLE XVI LAYOFF AND RECALL

1. Intent and Definition: The Employer will attempt to avoid layoff. A layoff is defined as the separation of an employee for lack of work, or lack of funds.

2. Layoff Procedures: When a reduction is to occur, the Employer may either reduce the workweek or layoff a nurse or nurses in accordance with these provisions.

- a. The Employer shall give as much notice of the workweek reduction or layoff to the Nurses as is reasonably possible under the circumstances.
- b. All temporary, subcontracted, probationary, and casual nurses, in that order, within the area affected will be removed from the work schedule before any nurse in the area is assigned a reduced workweek or layoff.

3. Shortened Workweek: In lieu of layoff, the nurses in the area affected may be assigned a regular shortened workweek at the discretion of the Employer. Where possible, the Employer will request volunteers for this reduced work. Employer may also utilize a combination of reduced workweek and layoff.

If there are inadequate numbers of volunteers, and provided the high seniority nurses are qualified without additional orientation to perform the available work, regular short week schedules will be assigned in order of inverse bargaining unit seniority on the shift where the reduction is to occur.

In the event it becomes necessary to restore an employees' status (ie. full-time, minimum full-time, part-time) to that which it was prior to being assigned a shortened workweek, the affected employee may elect to retain his/her current status as long as another member of the bargaining unit is available to assume the required hours. The appropriate seniority list will be utilized in carrying out the above, with the most senior LPN being contacted first.

4. Layoff by Seniority: All layoffs will proceed strictly by bargaining unit seniority, provided the nurse or nurses being retained has (have) the experience and ability necessary to perform the required work. When a certain number of hours must be reduced or eliminated as determined by the Hospital, the layoff will be made by using the appropriate combination of full-time, minimum full-time and part-time nurses. After the Employer has advised the Nurses of a layoff, consideration will be given to those nurses who of their own volition make it known to the Employer that they would like a layoff.

5. Transfer to Available Openings: In order to avoid a layoff, a nurse may transfer into another area of the Hospital where an available opening exists and the nurse has the skill and ability to perform in that area. Past experience in other areas shall be considered in determining the skill and ability to perform in that area. In such event, the provisions of Article XVII hereof shall govern the potential transfer.

6. Short-Term Layoffs: If the layoff is for five (5) days or less, layoff shall be made on the shift, with the least senior employee on each shift laid off first provided that at all times the requisite skill level is maintained. In lieu of taking a low census day, an employee on short-term layoff may have the option of taking a vacation day or paid time off day if otherwise entitled thereto.

7. Long-Term Layoffs: For purposes of layoff and recall only, Employer shall maintain two (2) seniority lists: one for full-time nurses and minimal full-time nurses, and one for regular part-time nurses. Whenever the employment status of a nurse shall be changed from one of these three designations to another, the nurse shall be transferred to the appropriate seniority list, and his/her priority on said new list shall be based on his/her accumulated hours of seniority. If an employee subject to long-term layoff (a layoff anticipated to last six days or longer) is senior to any other bargaining unit employee(s) on the seniority list of the laid off employee, such senior employee is permitted one of the following options at the time of layoff:

- a. To bump the most junior bargaining unit nurse in the same nursing area and on the same seniority list, on any other shift, and assume their duties and shift, or,
 - b. To bump the most junior bargaining unit nurse working on any shift or in any position and on the same seniority list, providing such senior nurse has the present ability and training to perform the duties of the nurse bumped, and assume her duties and shift, or,
 - c. Take the layoff, with right of recall as provided herein.
 - d. To exercise any option provided in paragraph 7A or 7B, hereof, the nurse must notify Employer, in writing, of the nurses decision to exercise such option, within 16 hours following the end of the shift on which the nurse was notified of the layoff, or those options shall be deemed waived, and the layoff shall stand.
8. In the event that a short-term layoff is converted to a long-term layoff, employees on short-term layoff will have all of the options in subparagraph 7 above.
9. Recall of nurses will be in inverse order of the layoff according to the seniority lists. However, Employer shall have the right to determine whether it is then necessary to recall a full-time, minimal full-time, or regular part-time nurse, and to recall the most senior laid off nurse on such seniority list. Employer will notify the nurse of his/her recall at the last address reported to Employer, by certified mail. If a nurse fails to report back to work or make arrangements with nursing administration within three (3) days of receipt of notification, either by telephone or certified letter, the nurse will be considered to have voluntarily resigned.
10. A non-bargaining unit nurse shall not be hired by Employer to fill a nursing position in a nursing area, so long as there is a nurse laid off from that nursing area who is willing and qualified to fill the position.

ARTICLE XVII
SENIORITY, EVALUATIONS AND VACANCIES

1. Evaluations: Licensed Practical Nurses on staff will periodically receive review of their work based on such factors as: quality and quantity of their work, knowledge of

their work, attitude towards their work and other employees, capacity to develop, initiative and cooperation. A nurse manager, supervisor, or registered staff nurse shall prepare a written performance evaluation for each nurse at the completion of the probationary period and at least once each year thereafter. After the evaluation has been discussed with the nurse, the nurse shall sign the evaluation to indicate that it has been reviewed with him/her. However, such signature will imply neither agreement nor disagreement with the evaluation. The copy of the evaluation shall be made available to the employee if he/she so desires. Self evaluation comments by the employee will be encouraged. Such evaluation may be written on the original evaluation form or written on a separate form which would be attached to the original evaluation sheet. The evaluations will be considered and discussed with the nurse by his/her evaluator so that he/she will know how well he/she is performing in his/her position. Nurses shall be permitted to discuss their work performance at any time with their immediate supervisor.

2. Seniority. Seniority for fringe benefit purposes shall be defined as the amount of accumulated regular paid hours of service with the Hospital. Seniority shall accumulate from the nurse's day of hire, but shall not be credited until after the nurse's probationary period.

a. Bargaining Unit Seniority Defined: Bargaining unit seniority is defined as the length of continuous service of a nurse as an LPN.

b. All Hours Paid Defined: All hours paid is defined as hours worked plus benefit hours paid up to a maximum of eighty (80) hours per pay period. Overtime hours actually worked are counted as hours worked, "on call hours" and pay off of accrued hours are excluded."

3. Vacancies:

(a) Whenever the Employer determines that a vacancy occurs, or a new position or classification is created in the bargaining unit, the Employer will post on the bulletin boards a notice of such vacancy or newly created position or classification for a period of five (5) days. Any nurse who is qualified for the position may make a written application to be considered for the position by the deadline set in the notice. If two or more nurses who have applied for the position and are equally qualified for the position it shall be awarded to the nurse having the most bargaining unit seniority. The decision regarding qualifications of applicants shall be made by the

Employer, subject to the grievance procedure. An arbitrator shall have the power to reverse such a decision, only if the arbitrator finds that the decision was clearly erroneous. The Hospital will notify all employees who have bid upon a posted job of the name of the individual who was awarded the position. Such notification shall be given within three (3) days by written notice, either hand-delivered or sent by certified mail, to the employee's address last given to the Personnel Department. Such delivery may then activate the time requirements of the grievance procedure.

The Employee shall be assigned to the successfully bid-upon job within ninety (90) days. Management shall make every effort to fill the vacancy created by the nurse who successfully bid upon the posted job. However, if the newly created vacancy remains unfilled, staff nurses routinely scheduled in that unit in which the vacancy exists shall be rotated to fill the hours of the vacant position. Low seniority nurses of that area shall be the first nurses rotated to fill the hours of the vacant positions, for not more than two (2) work schedules (maximum of eight (8) weeks, minimum of four (4) weeks). A log of posted nursing positions not filled will be retained in the nursing office.

4. Return to Bargaining Unit: Any Licensed Practical Nurse transferred from or promoted out of the bargaining unit may return to the bargaining unit at the bargaining unit seniority level that such nurse held upon leaving the bargaining unit. It is understood that Employer incurs no obligation to return an employee to a position within the bargaining unit. Such employees who return to the bargaining unit shall be subject to the current labor agreement. It is understood that all hours worked in a non-bargaining unit position shall not count towards bargaining unit seniority for purposes of layoff, recall, promotions, transfer, and job bidding but shall count towards total hospital seniority for purposes of benefit eligibility. The facility shall have the right to determine at what wage step in the current labor agreement an employee shall be placed upon return to the bargaining unit.

ARTICLE XVIII CONTINUING EDUCATION

All nurses will be eligible for continuing education leave in his/her field of nursing. It may be at the Chief Nursing Officer's request, or in the nurse's discretion, to apply. The nurse must apply for approval of the Employer at least ten (10) days prior to the registration date of the program.

In-service Education:

A. Attendance - The Hospital will pay LPN's/GPN's for time spent in mandatory in-service education attendance. For LPN's/GPN's who are not on duty there will be guarantee of one hour pay for mandatory in-service education attendance. It shall be management's prerogative to determine mandatory attendance.

B. Nursing Area Equipment In-Services - The Hospital will provide in-service education on new pieces of unfamiliar equipment installed in a nurse's area of assignment prior to the nurse being required to use such equipment for patient care. If an LPN has not received instructions on an unfamiliar piece of equipment, she shall assume the responsibility for informing her supervisor and receiving direction before using it.

Tuition Reimbursement: The Hospital will reimburse employees for tuition expense, books, and lab fees an amount the employee pays, up to a maximum of one thousand dollars (\$1000.00) per year for courses toward becoming an RN; or five hundred dollars (\$500.00) per year for taking job related subjects. Reimbursement will be made according to the following schedule:

| | |
|-------------------|-----|
| Full-Time | 75% |
| Minimum Full-Time | 60% |
| Part-Time | 45% |

Courses must be either job-related or related to the Hospital Industry. (Exception: non-related courses may be reimbursed if they are required for degree completion in a related area.)

The educational institutions in which the course is taken must be a fully accredited school. It can be a university, a junior college, a vocational school, business college or high school that offers courses designed to teach or improve various skills.

The nurse's employment status, held prior to commencing studies, shall determine the allowable percentage of reimbursement. Employment status, once determined, shall not be subject to change or re-evaluation during the time that an employee is pursuing his/her course of studies for a minimum period of two (2) calendar years. Tuition programs as per Personnel Policies.

ARTICLE XIX
HEALTH PROGRAM

The following health screening will be arranged for all nurses by the Employer without cost to the employee upon hiring

and annually thereafter.

1. Mandatory Health Screening:

- a. Rubella and rubeolla (new employees only)
- b. TB Test (known positives are not to have the TB test, but are required to have a chest x-ray.)

Plus any other health screening and/or immunization as may from time to time be deemed necessary by the Infection Control Committee of the Community Health Center.

2. Optional Health Screening:

- a. CBC/Chemistry Profile
- b. Blood Pressure
- c. Chest X-ray

The following immunizations will, if available, be provided at no cost of the nurse at the written request of the nurse's physician:

1. Tetanus Toxoid Series or Boosters
2. Influenza
3. Polio Series or Boosters

Plus any other immunizations as may appear to be desirable for the protection of the employee and patients and when recommended by the registered nurse's physician.

The Community Health Center maintains a record of mandatory health screening. If additional immunizations are rendered to a nurse he/she shall assume the responsibility to advise the Employee Health Department to enter said service on his/her health records.

ARTICLE XX
GROUP INSURANCE

1. The Community Health Center provides an agency group health and dental benefit plan for licensed practical nurses as described in the Employee Medical Plan. Each full time, minimum full time and part time employee may elect to join this plan within thirty (30) days of employment or eligibility, or during annual enrollment periods.

- a) In-network: Hospital has the right to determine the scope and size of the network.
 - 1) Deductibles: \$200* per individual
\$400* per family
- b) Out-of-network:
 - 1) Deductibles: \$500 per hospital confinement
\$300* per calendar year for outpatient services
 - 2) Co-pays: Employer pay: 80%
Employee pay: 20%
 - 3) Individual Co-Payment Maximum: \$1,200* plus deductibles
 - 4) Transition Period: Employees that have been receiving ongoing treatment (i.e. cardiology, neurosurgery) for services not provided at CHC in which employees have been granted "network" authorization, will be given up to one year to convert from their current provider to the network tertiary care facility provider. Employees that do not convert to the network tertiary care facility provider within one year shall incur out-of-network deductibles and co-payments.

The Facility will pay the premium for single or full family coverage for full and minimum full time nurses. Payment of premiums for part time employees will be paid by the Employer and employee based on hours of work per week; the employee contribution will range from 25% to 100% of the premium.

Full and minimum full time nurses who are eligible for the health benefit plan and who are covered by another health care plan may elect not to participate in the Health Center program. Upon providing verification of coverage by another plan, the nurse will be eligible to receive \$100.00* per month when not covered by the Community Health Center's plan.

*** Effective May 1, 1995**

2. Hospital Bills - Discount: Any full-time, minimum full-time and regular part-time employee and his/her dependent family is eligible for a twenty-five percent (25%) discount on his/her portion (amount not paid by insurance companies) of inpatient and outpatient bills. The employee, or family member,

must present proper identification and proof of employment to the registration clerk at the time of service.

3. Life Insurance and Accidental Death and Dismemberment: Upon the 181st day the Facility will furnish at no cost to the full time, minimum full time and part time nurse, life insurance coverage equal to 100% of his/her annual base compensation, excluding overtime. Eligibility conditions, coverage reductions at age 70, coverage termination and conversion are as described in the Employee Benefit Plan Book.

Optional Life: Optional life insurance is available for the nurse as described in the Benefit Plan Book. The employee will contribute 100% of the payment premium.

4. Prescriptions: The Hospital will provide all eligible full-time, minimum full-time and part-time employees on active payroll and short term disability, and their eligible dependents (those individuals that are claimed as dependents on the employee's income tax returns, i.e. spouse, children), a benefit for prescription drugs obtained through the Hospital pharmacy for drugs that are stocked by the pharmacy. The cost to the employee will be seven dollars (\$7.00) per prescription or refill, with a maximum of one 30-day supply (with a maximum of 120 tablets or capsules and eight (8) ounces of liquid preparation), or one hundred twenty (120) tablets or capsules and eight (8) ounces of liquid preparation, per prescription or refill to be dispensed at a time.

Routine and refill prescriptions can be obtained Monday through Friday during regular Pharmacy hours. Emergency prescriptions may be obtained during regular Pharmacy evening and weekend hours.

Prescription drug means:

(a) Federal Legend Drugs - a drug or medicine whose label must bear the legend: "CAUTION: Federal Law prohibits dispensing without a prescription"; (b) State Restricted Drugs - a drug or medicine which can be dispensed in a state or jurisdiction by prescription only; (c) Compounded Medications - a drug or medicine mixture which has in it at least one Federal Legend Drug or State Restricted Drug; (d) Injectable insulin.

Not covered:

All charges which are not specifically included in the definition of prescription drugs, and in addition any charges:

1. For a non-legend patent or proprietary medicine or medication not requiring a prescription, except insulin.
2. Blood or blood plasma, injectable or any prescription directing parenteral administration or use, except insulin, vitamin B₁₂, Heparin, Decadron, and such other injectables to be determined at the discretion of the Hospital.
3. For vitamins, vitamin prescriptions, cosmetics, dietary supplements, health or beauty aids except prenatal vitamins and pediatric prescriptions for vitamins with fluoride.
4. For drugs prescribed to achieve or alleviate a cosmetic condition (i.e. baldness).
 - a. Retin A shall be available at the Hospital cost plus \$7.00.
5. For any drug labeled, "Caution - Limited by Federal Law to Investigational Use," or experimental drugs.
6. For drugs prescribed in connection with injury or illness resulting from employment or self-employment and which are payable under any Worker's Compensation insurance program.

CASUAL, TEMPORARY, AND PRN EMPLOYEES ARE NOT ELIGIBLE FOR THIS BENEFIT.

5. Extension of Insurance Benefits Beyond Retirement: For nurses who retire at 55 years of age with at least eight calendar continuous years service immediately prior to retirement, the Hospital shall provide prescription service at the cost of the drug plus a fee equal to the actual cost of dispensing and providing the benefit does not violate any Federal or State statutes. This applies only to drugs dispensed at CHC pharmacy.

6. Additional Hospitalization, Medical and Surgical Insurance: Nurses have the option of using benefit time or payroll deduction to cover the cost of health insurance not currently paid by the Employer. Nurses who elect to pay from their benefit time account shall have this account adjusted monthly and shall designate which benefit time may be used (i.e., sick time, vacation time, etc.). Benefit hours will be based on each employee's hourly wage rate. When such a nurse's wage rate changes, appropriate adjustments shall be made in the computation

of benefit hours. The Hospital will issue a statement of this rate increase and the new computation of benefit hours to employees participating in this program.

7. COBRA: The Hospital agrees to abide by the COBRA provisions with regards to providing access to Health Insurance Benefits for employees or their dependents who lost their eligibility for the benefit levels that they had enjoyed.

ARTICLE XXI
LEAVES

1. Paid Time Off (PTO): Paid time off days accrue to nurses from date of employment. Full time nurses accrue at the rate of eight (8) days per year or .03076 per hour paid, not to exceed eighty (80) hours in a pay period. The minimum full time and part time nurse accrue PTO on a prorated basis in the proportion that their hours bear to full time, not to exceed eighty (80) hours in a pay period. A nurse will not be eligible for PTO benefit pay until he/she completes the probationary period.

2. PTO days may be used by a nurse when he/she is too ill to work or when a dependent (spouse or child) has an illness which requires the presence of the nurse at home and notifies the on duty House Supervisor at least one and one-half (1 1/2) hours prior to the beginning of the day shift and two (2) hours prior to the beginning of the afternoon and night shifts. If because of an accident or injury occurring during the notification period and the employee is not able to notify the House Supervisor that he/she will not be available for his/her scheduled work, he/she shall not be denied his/her paid time off. PTO for illness may not be granted without proper notification described herein.

3. Sickness of more than three (3) consecutive days may require the nurse to submit a written verification of his/her sickness from his/her attending physician that he/she was physically unable to work.

4. Paid time off use other than for illness as described above, must have prior approval of the supervisor. PTO may be used for medical, dental appointments when arrangements are made and approval is received in advance.

5. PTO may be accumulated up to a maximum of 128 hours (16 days). When 16 days have been reached the employee will have the option to:

- a. Receive payment for eight hours accrued at his/her present base rate of pay on the next pay period.

This payment will be automatic when 128 hours are reached;

- b. On the employee's anniversary date, elect to sell back hours at 100% of his/her current base pay. A minimum of sixty-four (64) hours must be retained in the employee's PTO banked time.

6. A nurse who terminates his/her employment under honorable conditions shall receive payment of banked (available) paid time off hours based on his/her current straight time rate of pay according to the following schedule:

Five years (10400 hours) of full time continuous service - 100% payment;
Four years (8320 hours) of full time continuous service - 75%;
Three years (6240 hours) of full time continuous service - 50% payment.

7. In the event of death of an employee, all unused accrued PTO shall be paid to the employee's estate.

8. Disability Leave - Workers' Compensation: Workers' Compensation is carried for the nurses. The Workers' Compensation Act provides you with a partial income if you sustain injury or disease resulting from your work. When receiving compensation from this insurance, you are eligible to draw on accrued sick hours or accrued vacation hours to supplement the difference between the compensation pay and your full Hospital pay. For injuries/illnesses resulting in lost time, insurance benefits shall continue for a period of twelve (12) weeks from the date last worked. After twelve (12) weeks, the Licensed Practical Nurse will be eligible for continuation of insurance coverage (ie. health, dental, prescription) under the Consolidated Budget Reconciliation Act (COBRA) of 1985. Nurses who are injured during their work or have other health problems caused by their work should be reported to their supervisor at once. The employee is required to complete an incident report, and if the injury is serious and requires immediate medical attention, should report immediately to the emergency room in the Hospital.

9. Unpaid Personal Leaves: Leaves of absence may be granted to a nurse on an individual basis depending on the circumstances justifying such a request. The Facility recognizes that situations may arise which make it necessary for a nurse to take time off without pay. Leaves of absence may be granted for a period of up to sixty (60) working days with an education leave of absence for maximum period of up to two (2) years. The

employee on Educational Leave of Absence, must report to his/her Department Head at the end of one (1) year for the purpose of renewing the Educational Leave of Absence.

The following are considered legitimate reasons for requesting an unpaid Personal Leave:

- Educational Leave
- Illness in the immediate family
- Extension of vacation
- Military leave for annual reserve duty

Nurses on unpaid personal leave of absence receive no credit for this period towards their tenure, seniority, or retirement and will accrue no fringe benefits. Nurses who terminate or are terminated after a leave of absence, will lose all seniority and other benefits described under Termination of Service. All unpaid leaves of absence must be approved by the Department Head with final approval coming from the Chief Executive Officer or designee.

10. Bereavement Leave: In the event of a death in the family, the nurse will be granted bereavement leave for the purpose of arranging funeral plans and personal affairs, such leave to be without loss of seniority, wages or benefits, said bereavement days to be taken consecutively. Bereavement leave days may be taken as needed, not to exceed the following. In the event of the death of the parent, child, spouse, mother-in-law or father-in-law of the nurse, three days; in the event of the death of a sibling, grandparent, grandchild, son-in-law or daughter-in-law of the nurse, two days; in the event of the death of a sister-in-law, brother-in-law, niece, nephew, aunt or uncle of the nurse, if the funeral is attended on the day taken, one day.

11. Partial Disability

A partial disability means that because of injury, illness or medical condition you, while unable to perform all the essential duties of your regular occupation on a full-time basis, are performing at least one (1) of the essential duties of your regular occupation on a part-time basis.

A. Salary shall be paid as follows:

1. Full hourly compensation for those hours of service performed on the premises for the hospital; and

2. 66 2/3% of your base pay for those hours while not in the service of the hospital up to your regularly scheduled hours per pay period.

B. A daily work schedule of at least one-half (1/2) of your regularly scheduled hours shall be required.

12. Short Term Disability: A short term disability program will be provided for full time, minimum full time, and part time nurses, who will be eligible on the one hundred and eighty first (181st) calendar day of continuous employment.

The intent of CHC short-term disability income plan is to provide assistance to those eligible employees with a medical disability. Claims substantiated by a qualified physician on CHC's disability claim form will be considered only when the physician determines that the employee is totally unable to perform his/her duties at CHC as per the employee's job description.

The benefit period begins with the 8th calendar day and may last up to 12 weeks maximum for a qualified non-work related accident, injury or sickness. Disability ceases upon date of release from the physician.

The benefit amount equals 66 2/3 of the nurse's base weekly income. The income is determined by the wage at the first of the month.

Nurses requesting a medical disability leave must make an appointment with Personnel to submit necessary physician documentation. Employees can expect a check within two weeks after Personnel receives the properly completed forms. All disability monies are paid bi-weekly.

Upon release from the attending physician, the nurse must notify his/her supervisor and Personnel of his/her medical release. Physician documentation must be submitted. The Department Manager, in consultation with the Director of Human Resources, has the right to deny the return to work if the employee cannot function at the level required for the position.

Vacation and PTO accruals shall continue for the first thirty (30) calendar days of disability.

All short term disability benefits will terminate on the date of termination of employment with no conversion privilege available. No claim will be honored that is submitted to CHC

after three (3) months of the start of the disability.

13. Long Term Disability: Full time and minimum full time nurses are eligible for the long term disability program after the one hundred and eighty first (181st) calendar date of continuous employment.

The intent of the CHC long term disability income plan is to provide assistance to full time employees with a medical disability. Claims substantiated by a qualified physician on CHC's disability claim form will be considered only when the physician determines that employee is totally unable to perform his/her duties at CHC per the Employer's job description.

The benefit period begins when twelve (12) weeks of short term disability has elapsed for a qualified non-work related accident, illness, injury or sickness. Disability ceases upon date of release from the physician. Benefit duration is to age 65. The benefit amount is equal to $66 \frac{2}{3}$ of the monthly compensation not to exceed a maximum monthly benefit of \$3500.00.

When an employee is released to return to work with temporary physical restrictions, partial medical disability benefits may be available. For example, if a nurse is able to work half days or every other day for a limited time period, disability benefits would be prorated based on the number of hours worked in a day and his/her disability rate. Disability monies are paid monthly.

Nurses going from short term to long term disability must submit necessary physician documentation to Personnel.

Upon release from the attending physician, the nurse must notify his/her supervisor and Personnel of his/her medical release. Physician documentation must be submitted. The Department Manager, in consultation with the Director of Human Resources, has the right to deny the return to work if the employee cannot function at the level required for the position.

All health insurance and other insurance benefits will terminate when the sick/disabled employee begins the long term disability income plan. The employee will have the option to apply for COBRA benefits.

14. Posting of Positions: Posting of positions during use of PTO or paid disability leave for personal illness.

| <u>Length of Service</u> | <u>Position held for ("credit weeks") per calendar year</u> |
|--------------------------|---|
| Less than 1 year | 3 weeks |
| 1 year | 6 weeks |
| 2 years | 7 weeks |
| 3 years | 8 weeks |
| 4 years | 10 weeks |
| 5-10 years | 12 weeks |
| 10 years and over | 16 weeks (maximum) |

A. Calendar year to start with anniversary date of employee's hire.

B. Calendar week will be used for full time, minimum full time, or part time status.

C. Weeks to be cumulative throughout the year.

D. If less than one (1) week of sick time is used, no deduction will be made from credit weeks.

E. Hire date will be used to determine length of service.

F. Employees may request to use vacation hours if available.

15. Position Posting During Unpaid Leave: A nurse's position will be held (not posted) and she/he will not lose seniority for the first two weeks of an unpaid leave of absence granted for illness in the immediate family following use of all accrued PTO time.

16. Upon recovery from short and/or long term disability, an employee shall be entitled to reinstatement in his/her classification in line with his/her seniority, in the same status as soon as possible after receipt by the Hospital of a physician's statement attesting to such employee's ability to perform his/her normal job functions. Failure to perform work for a period of two (2) years shall result in loss of seniority and employment.

17. Nothing in this Agreement shall impair or diminish any rights or obligations of employees as contained in the Family and Medical Leave Act, and the Hospital reserves its rights to implement and administer said Act.

ARTICLE XXII
MAINTENANCE OF BENEFITS

The Employer agrees that all conditions of employment relating to hours of work, wages, overtime differentials, general working conditions and benefits will be maintained unless reduced by this agreement.

ARTICLE XXIII
LAWS AND LEGISLATION

1. Agreement Provisions Subject to Law: This agreement is subject to the Constitutions and Laws of the United States and the State of Michigan. To the extent that any Article, Section, or Provision of this Agreement conflicts with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, State or Federal, now in effect or passed in the future. The Employer may take any and all actions appropriate in compliance with said laws, including but not limited to compliance with the Americans With Disabilities Act and the Family and Medical Leave Act.

2. Negotiation for Invalid Provisions: If any Article, Section, or Provision of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, or Provision held invalid.

3. Non-Discrimination: Neither party shall discriminate against any unit employee on any basis made illegal by applicable law. The exclusive remedy for any claims of unlawful discrimination, either in the employment relationship or the termination thereof, is that contained in the grievance/arbitration procedure.

ARTICLE XXIV
WAGES

1. Wage Schedules: Wages for nurses shall be paid in accordance with the Schedule "A" attached hereto and made part of this Agreement. The wage schedules for nurses in Schedule "A" are based upon an eight (8) hour day, and a fourteen (14) day pay period. The wage Schedule "A" establishes the wages of nurses working on any shift.

2. Wage Schedule Position: For contract year 1995 only, each full-time nurse shall be advanced as provided on the

wage schedule. Unpaid leaves of absence shall not be counted as time employed for the purposes of computing the position of the salary schedule. For contract years 1996 and 1997 advancement will be determined according to job performance.

3. Minimum Full-time and Part-time Nurses: For contract year 1995 only, a minimum full-time and part-time nurse shall have his/her hours paid equated to full-time service for purposes of advancing him/her in the appropriate step in the wage schedule. For contract years 1996 and 1997 advancement will be determined according to job performance.

4. Reporting Pay: A nurse who is scheduled and reports for work on his/her regular shift, and who is sent home for lack of work shall receive a minimum of four (4) hours pay.

5. Credit for Prior Experience: Upon employment, a nurse may be credited with his/her work experience in a comparable facility or position within the last six years. Such credit will apply to the nurse's initial placement on the salary schedule and shall not exceed the actual period of experience during six years.

ARTICLE XXV DIFFERENTIAL PAY

1. Shift Differential: A shift differential of \$.50 per hour shall be paid to nurses who work the afternoon shift from 3:00 to 11:30 p.m., and \$.55 per hour shall be paid to nurses who work the night shift from 11:00 p.m. to 7:30 a.m.

2. Weekend Differential: A weekend differential of \$.65 per hour shall be paid to nurses for all hours worked from 11:00 p.m. Friday until 11:00 p.m. Sunday.

ARTICLE XXVI OCCUPATIONAL SAFETY AND HEALTH

1. The Employer shall maintain a safe and healthy work place.

2. The Employer and the Staff Council shall cooperate to investigate, identify and remove conditions which are hazardous to an employee's safety and health.

ARTICLE XXVII TEN AND TWELVE HOUR SHIFT POLICIES

1. Employer may institute a ten or twelve hour work shift in such area(s) of the Health Center as it deems

appropriate. When such a shift is instituted, benefits shall be in accord with the policies set forth hereinafter.

2. For a ten hour shift, benefits shall be provided and accrued as follows:

A. The base wage rate, wage step advancement, vacation leave and accrual, PTO and accrual, holiday pay entitlement and use shall be the same as is provided for other employees, as set forth elsewhere in this Contract, and except as is otherwise stated in this Article.

B. The employee may utilize accrued vacation hours to combine with an unworked holiday or a paid time off day, so as to receive ten hours paid leave on that day.

C. Overtime: The employee shall receive time and one-half for all hours in excess of forty in a seven day workweek (Sunday through Saturday) or for all hours worked in excess of ten in any one calendar day or in excess of ten consecutive hours worked.

D. Paid Time Off and Vacation Pay: When a paid time off day or vacation day is taken, the employee shall be paid ten hours pay for that day.

E. Shift Differential and Weekend Differential Pay: In addition to the base rate and longevity pay, the employee shall receive the applicable shift and/or weekend differential.

F. Work Breaks and Meal Break: The employee shall receive one thirty minute unpaid meal break during the ten and one-half hour shift, and shall receive two ten minute work breaks during the shift, all to be scheduled appropriately and in accord with the needs of the nurse and patients.

3. For a twelve hour shift, benefits shall be provided and accrued as follows:

A. Except as is provided in this paragraph 3, the provisions of subparagraph 2 of this Article shall also apply to an employee working a twelve hour shift with the further exception that employees scheduled to work three (3) twelve hour shifts per week shall accrue both vacation and paid time off benefits at the rate of a full-time forty (40) hour per week employee.

B. The employee may utilize accrued vacation hours to combine with an unworked holiday or a paid time off day, so as to receive twelve hours paid leave on that day.

C. Overtime: The employee shall receive time and one-half for all hours in excess of forty in a seven day workweek (Sunday through Saturday) or for all hours worked in excess of twelve in any one calendar day or in excess of twelve consecutive hours worked.

D. When a paid time off day or vacation day is taken, the Employee shall be paid twelve (12) hours pay for that day.

E. The Employee shall receive one thirty minute unpaid meal break during the twelve and one-half hour shift, and shall receive two fifteen minute work breaks during the shift, all to be scheduled appropriately and in accord with the needs of the nurse and the patient.

4. Bereavement Leave: Article XXI, Section 10, also applies to an employee scheduled to work a ten or twelve hour shift and such an employee shall be entitled to eight hours bereavement leave pay for the bereavement leave day. The employee may utilize accrued vacation hours or paid time off so as to receive twelve hours paid leave on that bereavement day.

5. Except as is provided in this Article, all other provisions of this Agreement shall apply the same to an Employee working a ten or twelve hour shift as said provision applies to a person working an eight hour shift.

ARTICLE XXVIII TELEVISION USAGE

The Hospital will provide television, free of charge, to nurses who are admitted to the Facility on an inpatient basis.

ARTICLE XXIX OPTICAL INSURANCE

All seniority employees (defined as full-time, minimum full-time, and part-time employees who have completed their probationary period) will be reimbursed up to \$125.00 per year upon proof of purchase of eye exam or prescription lenses.

ARTICLE XXX RE-OPENER

Should the state or federal government enact health care legislation which (a) Confers upon unit employees benefits or coverages of a nature or type existing by means of this Agreement or otherwise, or (b) Creates additional cost to the Employer by means of required participation, then the Employer may re-open this Agreement, and the parties shall promptly bargain in good

faith.

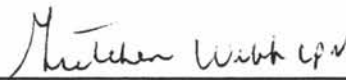
ARTICLE XXXI
TERM OF AGREEMENT

This Agreement shall be in effect and become operative on February 20, 1995, and shall continue in operation and effect until midnight of April 30, 1997. If either party hereto desires to discuss, extend, modify or amend this Agreement, it shall, at least sixty (60) days prior to April 30, 1997, give notice in writing to the Employer or to the Staff Council. If neither party shall give notice, the Agreement shall terminate April 30, 1997.

In witness whereof, the parties have executed this Agreement.

STAFF COUNCIL. BY:


COMMUNITY HEALTH CENTER
OF BRANCH COUNTY. BY:




Gretchen Webb, LPN
Staff Council President



Eugene F. Wallace, Chair
Board of Trustees



Angela Briggs, LPN
Staff Council Vice-President



Earl Tamar, CEO



Connie Winbigler, Interim
Chief Nursing Officer

SCHEDULE A
WAGE SCALE

| <u>STEP</u> | <u>1995</u> |
|-------------|-------------|
| START | \$ 9.39 |
| 6 MO | 9.59 |
| 1 YR | 9.80 |
| 2 YRS | 10.23 |
| 3 YRS | 10.66 |
| 4 YRS | 11.12 |
| 5 YRS | 11.59 |
| 6 YRS | 12.07 |
| 7 YRS | 12.61 |
| 8 YRS | 13.14 |

The foregoing hours are based upon 2080 per year and accumulated service in the classification. Wage increases are retroactive for the period of January 1, 1995 through January 28, 1995 and subsequently effective on February 20, 1995.

PAY FOR PERFORMANCE

For calendar years 1996 and 1997, convert to pay for performance model with an average increase that is no less than that which is afforded non-union employees, by employee, for Licensed Practical Nurses. No Licensed Practical Nurses' wages will be cut under pay for performance. The general guidelines for pay for performance are as follows:

1. The Nursing manager, in consultation with other appropriate individuals, will perform the employee's annual performance appraisal.
2. In the event the employee disagrees with his/her evaluation, he/she shall first discuss his/her concerns with his/her immediate supervisor. If the employee's concerns are not resolved at this level, then the employee may address his/her concerns with the appropriate administrative staff representative as outlined in the chain of command (see department of nursing organizational chart). Should resolution not be achieved in this manner, the employee may also utilize the grievance procedures outlined in this agreement.
3. The criteria on which LPNs will be evaluated include: Assessment, Planning, Implementation, Evaluation and Documentation, Training and Education Patient/Family Interaction and Fulfilling Unit Specific Roles.

ON-CALL PAY

| | |
|---|-----------------|
| Monday - Friday | \$1.25 per hour |
| Saturday, Sunday, and Holiday | \$2.00 per hour |

Time and one-half on called back hours.

SCHEDULE B
APPLICATION FOR MEMBERSHIP

Please Print

Name _____ Date _____

Address _____

City/State _____ Zip _____

Date Hired _____ Hours Per Week _____

Work Phone () _____ Home Phone () _____

I hereby accept membership in the CHC Staff Council, and designate said union to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the By-Laws of the CHC Staff Council.

Signed _____ Soc. Sec. No. _____

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CHECK-OFF AUTHORIZATION

Date _____

To: Community Health Center of Branch County

You are hereby authorized and directed to deduct from my wages, as required by the CHC Staff Council, as a condition of membership, each month my monthly membership dues; and to remit all such deductions so made to the CHC Staff Council no later than the tenth day of each month immediately following the date of deduction or following the date provided in the collective bargaining agreement for such deduction. This authorization shall be irrevocable for a period of one (1) year or until the termination date of the collective bargaining agreement, whichever is sooner, and shall, however renew itself from year to year unless the employee gives written notice addressed to the CHC Staff Council at least fifteen (15) days prior to any termination date of the revocation of this authorization.

Print Name _____ Soc. Sec. No. _____

Signature _____

Address _____