

11/30/90

**AGREEMENT**

**Between**

**CENTRAL MICHIGAN COMMUNITY HOSPITAL**

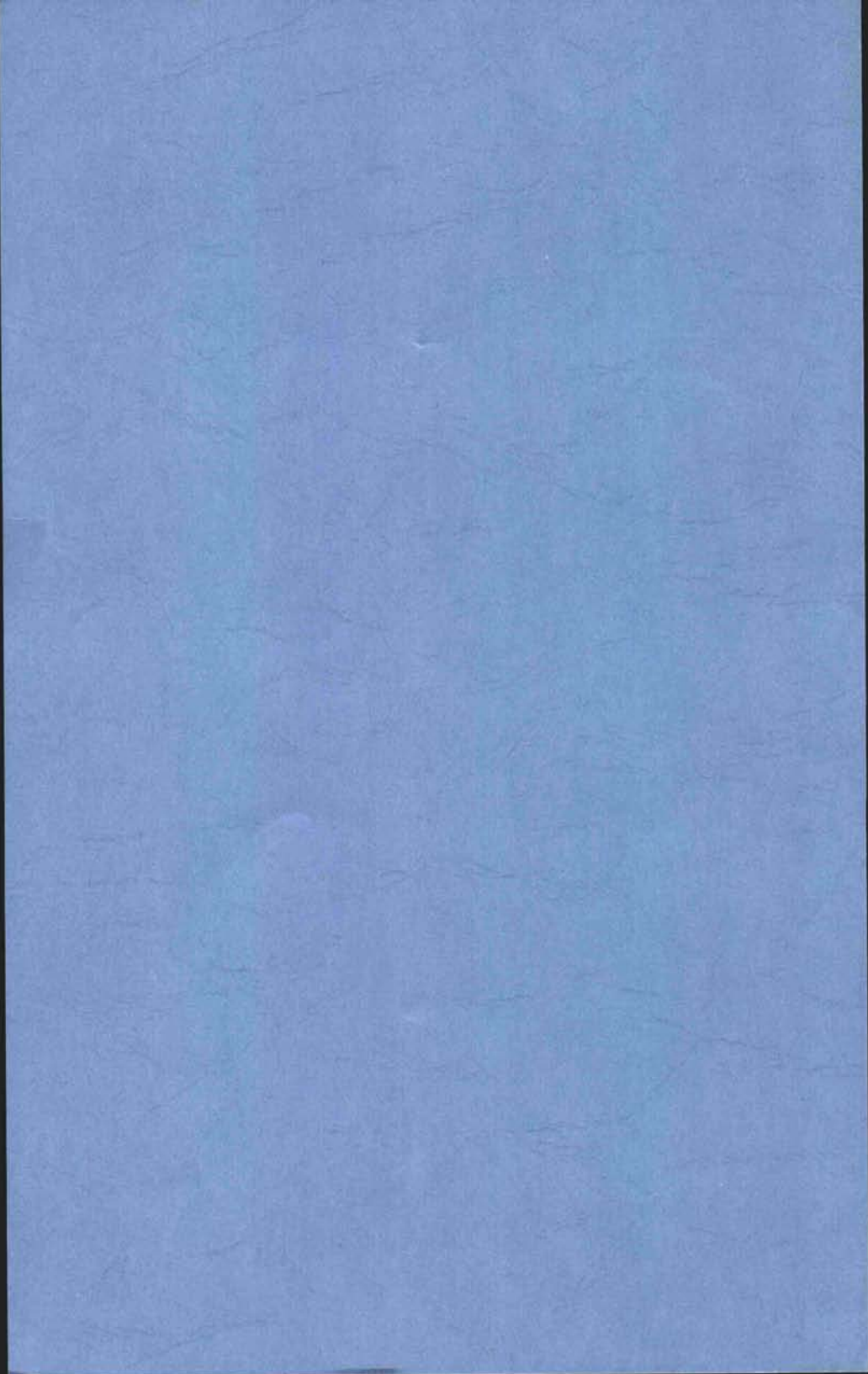
**and**

**CENTRAL MICHIGAN COMMUNITY HOSPITAL  
REGISTERED NURSE ASSOCIATION**

**DECEMBER 1, 1988 - NOVEMBER 30, 1990**

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*Central Michigan Community Hospital*



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## AGREEMENT

This contract is effective, unless otherwise stated, from the 1st day of December, 1988, and is between CENTRAL MICHIGAN COMMUNITY HOSPITAL, hereinafter referred to as "Hospital," a voluntary Michigan non-profit corporation, located at 1221 South Drive, Mt. Pleasant, Michigan 48858, and the CENTRAL MICHIGAN COMMUNITY HOSPITAL REGISTERED NURSES ASSOCIATION, hereinafter referred to as "Association."

### Article 1

#### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment for the professional nursing staff members of the bargaining unit. It is to promote orderly, peaceful and professional relations between the Hospital and the Association in its capacity as representatives of the professional employees. Thus, it is also to serve the best interests of the parties as they together serve the needs of the community. The parties recognize that the interests of the community and the job security of the professional employees depends upon the Hospital success in establishing good and proper services for the community. The parties agree that the total welfare of the patients is of paramount importance. Both parties pledge to devote their wholehearted and best effort to serving the patients of the Hospital.

### Article 2

#### HOSPITAL RIGHTS

Section 1 - Management Rights Unless the exercise of a management right or function should conflict with this Agreement, the Hospital shall retain the right to exercise the rights and functions it possessed prior to the execution of this Agreement. The Association may grieve an assertion of management right(s) or function(s) by a claim that it had no basis in reason.

Section 2 - Volunteer Organizations The Association recognizes that several volunteer organizations and workers, such as Red Cross, Hospital Auxiliary, or similar volunteer groups perform services in the Hospital that are valuable and necessary contributions to the welfare of the patients and to the operation of the Hospital. The Hospital shall continue to have the right to avail itself of all services of that nature in accordance with present practice.

### Article 3

#### RECOGNITION

The Hospital recognizes the Association as the exclusive representative of the R.N. employees in regard to the negotiation of wages, hours and general working conditions, as certified by



the National Labor Relations Board in Case No. 7-RC-14782, as follows:

All registered nurses or graduate nurses with a temporary permit licensed to practice in the State of Michigan, including head nurse, staff nurse and charge nurses employed by the Hospital at its 1221 South Drive, Mt. Pleasant, Michigan location; but excluding all other professional employees, technical employees, service and maintenance employees, office clerical employees, all employees currently encompassed by other existing collective bargaining agreements, the Director of Nursing, the Assistant Director of Nursing, nursing supervisors, guards and supervisors as defined in the Act, and all other employees.

Article 4  
ASSOCIATION SECURITY

Section 1 - Membership in the Association Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required as a condition of continued employment to continue membership in the Association for the duration of this Agreement. Employees covered by this Agreement who are not members of the Association at the time this Agreement becomes effective shall be required as a condition of continued employment to become members of the Association on and after the ninety-first (91st) day following their date of employment or the completion of the probationary period, whichever comes first.

Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Association on and after the ninety-first (91st) day following their date of employment or the completion of the probationary period, whichever comes first.

Any employee who shall tender the initiation fee and all periodic dues uniformly required as a condition of acquiring or retaining membership in the Association shall be deemed to have met the requirements of membership in the Association.

Any employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Association as a condition of employment. Such employee is required, in lieu of

periodic dues and the initiation fee, to pay sums equal to such dues and initiation fee to a non-religious, charitable fund exempt from taxation under Section 501(c) (3), Internal Revenue Code, as chosen by the employee from such list of funds. To fulfill the condition of employment imposed by this section, such employee must notify the Association of the objection, in writing, together with supporting documentation of membership and payments on and after the ninety-first (91st) day of employment or the completion of the probationary period, whichever comes first.

Section 2 - Membership Termination Any employee whose membership is terminated by the Association by reason only of the employee's failure to tender the periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership shall not be retained in the bargaining unit covered by this contract. No employee shall be terminated under this clause unless:

- (1) The Association has notified the employee by letter, addressed to the employee's address last known to the Association, spelling out that the employee is delinquent in not tendering periodic dues and/or initiation fees required, specifying the current amount of such delinquency and warning the employee that unless such dues and fees, but none other, are tendered within ten (10) calendar days, the employee will be reported to the Hospital for termination from employment as provided for herein; and
- (2) The Association has furnished the Hospital with written proof that the foregoing procedure has been followed, or has supplied the Hospital with a copy of the notice to the employee and notice that the employee has not complied with such request.

Section 3 - Membership Dues and Initiation Fees The Association will give written notice to the Hospital of the monthly amounts that are to be deducted and which are a part of the regular and uniform membership dues and fees under the Association's Constitution. Initiation fees shall not be in excess of twenty dollars (\$20.00) during the term of this Agreement.

Section 4 - Check-Off The Hospital will deduct from the pay of each employee covered by this Agreement all current and uniform Association membership dues and initiation fees provided that at the time of such deductions there is in the possession of the Hospital a current written assignment, executed by the

employee, in the form and according to the terms of the Authorization Form set forth as Exhibit "A", attached and made a part of this Agreement.

The Hospital will deduct current membership dues (including initiation fees) from the last pay of employees in a calendar month for the dues which shall be for the succeeding calendar month. If the employee has no pay coming for the last such pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from the pay in immediately subsequent pay periods. The initial deduction from the pay of an employee signing a new written authorization shall be from the second pay period following the date of the authorization.

The Hospital will deduct from the pay of employees in any month only the Association membership dues becoming due and payable in the next succeeding month. It shall be presumed that reinstated and rehired employees do not owe initiation fees, and collection of any initiation fees from such employees shall be the responsibility of the Association. Where an initiation fee has been deducted from the pay of a new employee who does not owe such fee, it shall be the responsibility of such employee to obtain appropriate refund from the Association.

All Association dues deducted by the Hospital shall be remitted to the financial secretary of the Association, if possible, not later than the fifteenth (15th) day of the calendar month for which such deductions are made.

#### Article 5 REPRESENTATION

Section 1 - Association Representatives The Hospital recognizes the named persons submitted under Section 3, below, as the exclusive representatives of the Association in the administration of the provisions of this Agreement.

Section 2 - Association Investigations Bargaining unit members who serve as Association officers or committee members, or alternates, shall not suffer loss of pay during their scheduled hours of work for necessary and reasonable time spent by such member engaged in the investigation or processing of grievances. The member(s) shall first notify and obtain permission to leave the assigned work from the Nursing Department Director or Patient Care Supervisor and shall later report in when the representation duties are concluded. This section shall not apply to more than one bargaining unit member on a particular shift when engaged in processing the same grievance.

Section 3 - Certification of Association Officers The names of the Association officers, outside labor representatives, committee members and their alternates shall be certified in writing by the Association to the Hospital in advance of their functioning as such.

Article 6  
ROLE OF THE NURSE

Section 1 - Common Responsibility The Hospital, as a community institution, and the Registered Nurse share the common responsibility of providing to the citizens nursing care which is safe, adequate and reflective of the profession of the Registered Nurses.

Section 2 - Nursing Care The Hospital recognizes that Registered Nurses are responsible for the direct and/or indirect total nursing care of the patients during working hours.

Section 3 - Work Directive The parties agree that the Registered Nurse shall have authority, subordinate to the nurse in charge, Nursing Department Director and Patient Care Supervisor, for directing the work of the auxiliary personnel, licensed practical nurses, nurse aides, C.S.R. technicians, ward clerks and other auxiliary personnel in the nursing department.

Section 4 - Emergency Situations The parties agree that the Registered Nurse will, in emergency situations, take immediate action for the care and safety of the patient.

Section 5 - Auxiliary Services The parties agree that certain required auxiliary services which are necessary for providing total patient care, but not necessarily involved in the practice of nursing, are routinely assigned to other facility employees. Such activities include the delivery of meals, housekeeping after patient discharge, cleaning service rooms of the unit, dispensing and delivery of drugs to a unit and the ordering of floor supplies.

Section 6 - Definitions of Functions The Hospital will make every reasonable effort to implement the above definitions of functions and responsibilities so that maximum utilization can be made of the Registered Nurse's training and competency.

Section 7 - Analysis of Assigned R.N.'s The Hospital, in accordance with this Agreement, will analyze and assign nursing duties, activities and responsibilities to assure that the professional skills, talents, abilities and capacities of nursing personnel are being utilized at a high level and to the full extent for optimum patient care. This analysis will consider to the appropriate extent the problems of the nursing profession, the problems of Hospital management and will put central emphasis on the needs of the patients and the community.

Article 7  
NEGOTIATIONS PROCEDURE

Section 1 - Negotiations

1.1 In any contract negotiations, neither party shall have any control over the selection of the negotiating representatives for the other party from within or outside the Hospital. It is recognized that no final agreement between the parties may be executed without ratification of the parties.

1.2 Any agreement so negotiated shall be reduced to writing and signed by the authorized representatives of the Hospital and the Association, and all members of the bargaining unit shall abide by the Agreement.

Section 2 - Supplementary Agreement Any supplementary agreement reached during the term of this Agreement shall be made a part of it and shall expire with the contract.

Article 8  
WITHHOLDING OF PROFESSIONAL SERVICES

Section 1 - Interruption of Service During the term of this Agreement, the Association will not cause or permit its members to cause, nor will any member of the bargaining unit take part in, any strike, sympathy strike, slowdown or other interruption of the normal work of the employees, nor will the Association cause or sanction members to cause picketing or patrolling of the premises in or around the Hospital.

Section 2 - Hospital and Association Rights The Hospital shall have the right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to any strike, work stoppage or interruption in the normal work duties of the employees, or pickets during the term of this Agreement. It is understood, however, that the Association shall have recourse to the Grievance Procedure as to matters of fact in the alleged actions of such employee.

Section 3 - No Lockout The Hospital will not lockout any employee during the term of this Agreement.

Article 9  
DEFINITIONS AND STIPULATIONS

Section 1 - Work Arrangement After Probationary Period The normal work arrangement of the nurse after the probationary period is to request and/or select and to be scheduled and/or assigned to a shift within a service unit or department. With this arrangement the nurse is able to plan for extended periods of time on a basic minimum income from employment.

Section 2 - Service Units Service Units or departments refer to Medical and Surgical floors; Pediatrics; ICU/CCU; Emergency Room; Same Day Surgery; Pre-Op; Operating Room; Recovery Room; Labor and Delivery; Postpartum, New Born; Psychiatric Units; and Float Nurses.

Section 3 - Full-Time Employee Full-time nurse employees are those regularly scheduled to work eighty (80) hours per pay period. It is understood that normally this work is in a particular department or service unit and on a particular shift.

Section 4 - Part-Time Employee Part-time employees are those regularly scheduled to work a minimum of thirty-two (32) hours per pay period. For part-time employees the hours of work regularly scheduled per pay period will be thirty-two (32) but less than eighty (80) not including overtime as a result of report time. Exact scheduled hours for part-time employees shall be a matter of individual written agreement between such employee(s) and the Hospital, with a copy of such agreement to the Association. This written agreement shall remain in effect for four (4) months and may be extended by mutual agreement for additional four (4) month periods.

Part-time employees shall be assigned weekend work on the same basis as full-time employees.

Unless otherwise specified, during the second year of employment and thereafter, part-time employees shall receive proportionately all benefits provided in this Agreement for full-time employees, with the fraction being one in which the numerator is the total paid hours for the preceding twelve (12) month period of such employee and the denominator is two thousand eighty (2080). During the first year of employment part-time employees shall receive proportionately all benefits provided in this Agreement for full-time employees, with the proportion being the fraction of scheduled hours per pay period as that sum bears to eighty (80).

Section 5 - Part-Time Limited Service Nurse Part-time Limited Service Nurse employees are those who work in special schedule arrangements when needed and who work approximately sixteen (16) hours per pay period. Such employees are encouraged to apply for regular part-time or full-time status, but until such status is achieved will not be afforded economic benefits of this Agreement other than: a. appropriate salary classification up to and including the two thousand eighty (2080) T.P.H. classification; b. weekend differential; c. shift premium; and d. time and one-half for hours worked on a paid holiday (Section 8.4 Article 26). A Part-Time Limited Service Nurse shall not accrue seniority of any type. In the event of a release day or other layoff in any calendar day, the Limited Service Nurse(s) on duty that day shall be considered to be lowest in seniority in the nursing service except for those probationary employees who have not completed the orientation period. In the event that a

regular nurse on a shift and unit also staffed by a Limited Service Nurse is assigned elsewhere through exercise of Hospital judgment, that nurse shall receive time-and-one-half for any such shifts full or partially reassigned. If the Part-Time Limited Service Nurse is subject to temporary assignment to another service unit, the regular nurse may accept such temporary assignment at straight time.

When Part-Time Limited Service Nurses in an aggregate of service reach a full time equivalency of two (2) full-time positions in the Hospital or 0.4 equivalency in any unit in any month, the Hospital will adjust the service pattern to reflect equal sharing in the aggregate of afternoon, night, and the several weekend shifts.

Once arrangements are made for a Part-Time Limited Service Nurse to work an agreed upon schedule, that R.N. must fulfill the obligation(s) of the work schedule.

Section 6 - Temporary Nurse PRN or Temporary Nurses are those who work in times of need such as when regular positions are unfilled and when the Hospital actively seeks regular nurse employees or when regular nurses have an unusual period of use of sick leave, jury duty, military service, funeral leave, leave of absence, or vacation use and/or when an unusual and notable medical emergency exists. The Hospital will maintain a roster of such nurses and will employ those who can and will render professional nursing service for any amount of time in any two (2) week period which may be extended by demonstration of need as delineated in this Article provided that the Association is informed and concurs in the assessment of need except that if the Association does not concur the Hospital may proceed and thus allow, if the Association persists, resolution of the matter through the grievance procedure or through appropriate sections of federal and state labor provisions.

The total of such services in any contract year shall be limited to two hundred fifty (250) hours for any single PRN except that this may be extended by mutual agreement of both parties to this Agreement. A temporary nurse shall not accrue seniority of any type.

Such nurses shall serve an orientation period when circumstances permit and shall be subject as are other nurses to Hospital policy including maintenance of discipline--just cause--evaluation, but shall receive no economic benefits other than the appropriate wage classification up to and including the two thousand eight (2080) T.P.H. level. The Association in recognition of the special contribution in times of need of PRN nurses will waive initiation fees and dues which might otherwise be stipulated herein.

Section 7 - Work Periods Shifts refer to daily work periods and time. Normally, shifts are the periods 7:00 a.m. through 3:30 p.m.; 3:00 p.m. through 11:30 p.m. and 11:00 p.m. through 7:30 a.m. Supplemental Agreements provide for 12.5 hour shifts. The Operating Room, Pre-Op, Recovery and Same Day Surgery have shifts which are appropriate to their department. Friday-Saturday (7:00 p.m. through 7:00 a.m. shift) is weekend for 12.5 hour nurses.

Article 10  
RESPONSIBILITIES TO NEW AND CONTINUING EMPLOYEES

Section 1 - Probationary Employees New employees shall serve a probationary period of five hundred twenty (520) work hours within twelve (12) consecutive months. After successful completion of the probationary period, the employee's starting date of hire shall be the last actual date of hire. A probationary employee's service with the Hospital may be terminated in the judgment of the Hospital, without recourse to the grievance procedure.

Section 2 - Non-Unit Persons Non-unit persons who are employee(s) of the Hospital and are hired as a graduate nurse(s) or registered nurse(s) shall serve a probationary period of five hundred twenty (520) work hours within twelve (12) consecutive months. After successful completion of the probationary period, such employee's starting date of hire, for bargaining unit seniority (Article 13, Section 2), shall be the date of hire into a bargaining unit position.

Section 3 - LSN/Probation/Dues Newly employed part-time Limited Service Nurse(s) (LSN) is required to fulfill the probationary period described in this agreement. A full or part-time nurse who has completed the probationary period and who assumes LSN status without interruption in service, shall not be required to complete a new probationary period and shall be subject to dues obligation immediately upon rehire. An LSN who has completed the probationary period and receives full or part-time status without interruption in service shall not be required to complete a new probationary period and shall be subject to dues obligation immediately upon assuming such full or part-time status. For purposes of this Section 3, "without interruption in service" shall mean within one (1) year.

Article 11  
ORIENTATICN

1. Employees covered by this Agreement shall participate in a Hospital orientation designed to acquaint them with Hospital policies, including this Agreement, and procedures, and to familiarize them with their administrative duties and such other duties to which they may be assigned in the nursing service,



on need mutually identified by the Nursing Department Director or a designee and the affected probationary employee.

2. The Hospital will develop a checklist of the major components of the orientation program which shall include (a) introduction to CMCH physical facilities; (b) introduction to all departments, divisions, units and their personnel; (c) in-depth consideration of Hospital policies, this Agreement and the procedures as they relate to the nursing service and as they interface with the medical staff; (d) the evaluation program for the nursing service and evaluation program for any personnel for whom nurses contribute in full or in part to supervision and evaluation.

3. Employees assigned to new equipment shall receive training in its use. Bargaining unit members not assigned to new equipment will be offered, through constructive notice, training in its use.

#### Article 12 EVALUATION

1. It is understood that the Hospital has primary responsibility for providing competent supervision and evaluation procedures. Evaluation procedures, instruments and observational techniques shall be valid and reliable in characteristics.

2. Evaluation procedures, instruments and observational techniques shall focus on areas of substance, behavior, characteristics and other such matters as they are involved in or contribute directly to the practice of nursing as it is defined to meet the needs of the Hospital. The instruments, procedures and observational techniques shall be written to reflect the professional characteristics of the Registered Nurse employees.

3.

- a. Written evaluations of work performance of Registered Nurses shall be completed by their appropriate supervisors prior to the completion of the probationary period and at least every two (2) years thereafter.
- b. Registered Nurses shall acknowledge such evaluation by signature, however, such signature will imply neither agreement nor disagreement with the evaluation. Upon request, a copy of such evaluation shall be given to the Registered Nurse at the time the evaluations are made.
- c. If a nurse is in disagreement with the evaluation, a written dissenting opinion may

be filed on such evaluation with the Personnel Office and/or a complaint may be filed through the Grievance Procedure. Such grievances may be submitted only for less than satisfactory evaluations or if a nurse feels comments made are not factual.

- d. Evaluations shall not be used to withhold or delay any wage or benefit increase provision.

Article 13  
SENIORITY AND LAYOFFS

Section 1 - Benefit Seniority

1.1 Benefit seniority refers to seniority which is applicable to both wage and monetary fringe benefits as follows:

1. Increment Wage Scale
2. Paid Holidays
3. Paid Vacations
4. Paid Sick Days
5. Paid Personal Days

1.2 A full-time or regular part-time employee's benefit seniority shall be calculated on the length of "continuous service" rendered to the Hospital prior to May 1, 1979. For service rendered from that date on, benefit seniority shall be calculated on the basis of total paid hours for the benefit period in question.

1.3 "Continuous Service" begins with last date of hire by the Hospital, either in or out of the unit, and continues until the employee resigns, quits or is terminated for cause or is terminated under Article 24 of this Agreement.

1.4 "Total Paid Hours" when used in this Agreement, means hours for which the employee(s) receive pay, but excludes the premium pay portion of such paid hours.

1.5 For purposes of this Agreement, one year of Benefit Seniority equals 2080 total paid hours; one month of Benefit Seniority equals 173.3 total paid hours; and one day of Benefit Seniority equals eight (8) total paid hours. There is a limit on the accumulation of Benefit Seniority of 2080 total paid hours (one year of Benefit Seniority) for the applicable eligibility year, except for paid vacations and increment scale.

1.6 Employees who enter this bargaining unit with other uninterrupted length of service with the Hospital shall continue to receive vacation, sick days and longevity pay based on their total uninterrupted length of service at the Hospital.

## Section 2 - Bargaining Unit Seniority

2.1 Bargaining Unit Seniority refers to seniority which is applicable to employee rights relating to layoffs, transfers, promotions or new openings.

2.2 A full-time or regular part-time employee's Bargaining Unit Seniority shall be calculated on the length of uninterrupted service with the Hospital within the bargaining unit.

Effective October 1, 1985, and thereafter, a full-time or regular part-time employee's Bargaining Unit Seniority shall receive a special credit of twelve (12) months of service when such employee(s) has uninterrupted service of at least a year within the hospital or from some other position in the Nursing Department, and transfers to an RN position from another Bargaining Unit within the hospital. After twelve (12) months from date of transfer to the RN position, the new Bargaining Unit member shall continue to accrue Bargaining Unit Seniority in accordance with this agreement and the special credit shall no longer apply.

A limited service nurse who has one year or more of service to the Hospital as an LSN and who has worked at least 500 hours in the year preceding and who applies for and is awarded regular part-time or full-time status, shall receive a special credit of twelve (12) months of service in the bargaining unit. After twelve (12) months from date of award, the nurse shall continue to accrue Bargaining Unit Seniority in accordance with this agreement and the special credit shall no longer apply.

## Section 3 - Non-Benefit Seniority

3.1 Non-Benefit Seniority refers to seniority for regular full-time or regular part-time employees which is applicable to longevity pay and accrual rate for vacation.

3.2 Non-Benefit Seniority shall be calculated on the length of continuous service with the Hospital.

## Section 4 - Layoffs--Hospital Release Days

4.1 The Hospital will attempt to avoid layoffs or hospital release days.

4.2 In the event it becomes necessary for a layoff, the following procedure will be followed:

- (1) If a layoff of any kind exceeding 80 work hours or a release day becomes necessary, it shall be made on the shift and within the nursing unit to be reduced based on least total bargaining unit seniority of the affected employee(s), providing the remaining

employees are qualified and can perform all of the nursing care required. Regarding hospital release day(s), the Hospital will request volunteering before using the above procedure; provided there remains (after reassignment, if necessary) qualified employees in the various nursing units as determined in the discretion of Nursing Department Director or Patient Care Supervisor.

- (2) If an employee subject to layoff, exceeding 80 work hours, is senior to any other bargaining unit employee(s) then working on any shift, such senior employee is permitted one of the following options to be exercised at time of layoff:
  - (a) To bump the most junior such employee in the same nursing unit on another shift and assume such shift, or
  - (b) To bump the most junior employee working on any shift for which such senior employee has the present ability and training to perform the required nursing care, or
  - (c) Take the layoff, with right to recall under Section 10 of this Article.

#### Section 5 - Full-Time vs. Part-Time Seniority

5.1 A full-time nurse, who is subject to layoff by Hospital action or by bump, may bump the most junior full-time nurse, on a unit and shift for which such bumping nurse has the then present ability and training to perform the required nursing care.

A part-time nurse who is subject to layoff by Hospital action or by bump, may bump the most junior part-time nurse on a unit and shift for which such bumping nurse has the then present ability and training to perform the required nursing care.

5.2 If a full-time nurse bumps a part-time or vice versa, the bumping nurse must assume the hours (higher or lower) of the nurse who is bumped.

5.3 In order to effect proper and efficient scheduling, part-time employees with seniority may be retained during periods of layoff over more senior full-time employees; however, this

Section shall not apply if such senior full-time employee agrees to reduce hours to part-time status and is then presently qualified to perform the junior part-time employee's assigned nursing care.

Section 6 - Orientation An employee who has the present ability and training to perform the required nursing care in a unit and on a shift and who has bumped the most junior employee thereon may have up to two (2) days of orientation. Any additional orientation desired by the employee or by the Hospital shall be in the discretion of the Nursing Department Director.

Section 7 - Time Limit When notice of layoff is given to the affected employee or the bumped employee, such employee shall have up to two (2) days (excluding Holidays, Saturdays, and Sundays) to make the decision regarding options expressed herein.

Section 8 - Accrual Bargaining unit seniority will accrue while a nurse is on any type of layoff up to 80 hours in a calendar year. Thereafter, such seniority will be maintained according to Article 24, Section 4 (5).

Section 9 - Employee Paid-Continued Group Insurance Article 26, Section 15.3 determines the extent of continued group insurance coverage. The Hospital shall make available group insurance rates on a prepaid and employee-paid basis so that laid-off nurse(s) can continue life insurance and Blue Cross/Blue Shield or equivalent, and Dental insurance as follows after date of layoff: life insurance, 6 months; BCBS/Dental, 12 months.

Section 10 - Layoff Upon recall of laid off employees, the reverse order of layoff, subject to the employee having the proper qualifications and ability to perform the nursing care required, shall be followed.

On recall, a full-time employee who reduces hours to prevent a layoff under Section 5, shall be reinstated to full-time hours.

Section 11 - Notice to RNA The RNA President shall be notified prior to any layoff exceeding 80 work hours being implemented and shall be notified of the names of those employees who are actually laid off, when same are known. The RNA President shall be informed of mandated Hospital Release Days on a weekly basis.

Section 12 - Hospital Release Days (HRD) If a nurse volunteers for or accepts and is granted a Hospital Release Day and it becomes necessary to cancel the HRD due to call-ins and/or increased census, such nurse will be required to work as previously scheduled or as assigned. Article 26, Section 5 shall not apply.

If a nurse is given a mandatory HRD and it becomes necessary to cancel the HRD due to call-ins and/or increased census, such nurse will be required to work as previously scheduled or as assigned. Article 26, Section 5 will apply.

In the case of an HRD by the nurse's voluntary action, total paid hours will accrue as if such hours had been worked as scheduled. In the case of a mandated HRD(s), total paid hours shall not accrue.

Section 13 - Use of Tuition Program By mutual agreement of the Hospital and the RNA President, the Tuition Reimbursement Program may be used as follows:

- (i) A nurse(s) is on layoff, and
- (ii) An open budgeted RN position(s) is open and the Hospital desires to fill such position, and
- (iii) Such laid-off nurse(s) can be fully trained by the Hospital within the agreed time limit, and
- (iv) The total compensation paid for such training shall be an agreed amount from the Tuition Reimbursement Program and no benefits of any kind nor total paid hours shall be earned or paid, and
- (v) Such nurse shall comply with the third paragraph of Article 26, Section 22.

#### Article 14

#### JOB TRANSFER, UPGRADING, PROMOTION AND OPENINGS

Section 1 - Postings If a permanent budgeted bargaining unit position, to which a seniority employee has no right to return, is open; the Hospital will post a notice of such opening on the RNA bidding board for five (5) calendar days (including Saturday, Sunday, and Holidays). The notice will include a description of the requirements of the posted position.

The nurse with the most seniority and who applies and who meets the requirements of the posted position shall be awarded such position. In the event that the nurse with the most seniority is denied the position, reason(s) shall be given in writing.

Transfers to an awarded position shall be made promptly, consistent with the Hospital's ability to fill the position(s) vacated by the successful bidder(s). A nurse who is not transferred to the awarded position in eight weeks or less will be paid time and one-half for all hours worked beyond eight weeks in the old position.

Section 2 - Change of Mind An employee who has been awarded a posted position and has a change of mind must notify the Human Resources Office as soon as possible.

A transfer that has been processed cannot be rescinded. Transfers under the posting procedure shall not be permitted more often than once in any six (6) month period, except at the discretion of the Vice President for Patient Care Services or Professional Services.

Section 3 - Return to Bargaining Unit An employee hereafter promoted from the bargaining unit to a supervisory/management position shall retain seniority for a period of six (6) months only. A supervisor/management person may return to a bargaining unit job during the above-mentioned six (6) month period to which seniority entitles the nurse and within the former job classification and within the nurse's department. However, if a supervisor/management person is discharged for cause, the nurse shall lose seniority in the event that the cause is related to capability for staff nursing positions but shall not lose seniority if the cause is primarily related to supervisory/management functions.

Article 15  
STAFFING

Section 1 - Adequate Staffing The Hospital and the Association recognize the need for a sufficient number of employees on a nursing unit to provide efficient and qualified nursing care. To this end the Hospital will establish criteria and guidelines for each nursing unit to determine staffing needs.

Section 2 - Inadequate Staffing When a Registered Nurse reports for work and the staffing is inconsistent with the established guidelines, the supervisor shall be notified and shall make arrangements for additional help. When arrangements are sought with bargaining unit employees, such employees will respond, if possible.

Section 3 - Staffing Quality Committee Registered Nurses can file on a mutually agreed form written reports about inadequate staffing. Such reports will be reviewed at a monthly meeting of the CMCH/RNA Staffing Quality Committee (SQC).

The SQC will be composed of three (3) persons selected by each party. The Committee will review and discuss problems of staffing and will make recommendations to the Vice President, Patient Care Services or Professional Services for resolution.

Recommendation(s) which are not implemented within thirty (30) days of submission to the appropriate Vice President are subject to review upon RNA's written request to the President of the Hospital. The President will file a written report reviewing the benefits and/or detriments of such recommendation(s).

The SQC shall periodically review established criteria and guidelines for appropriateness in light of changing patient census and acuity and in comparison with state and national norms.

Article 16  
NURSING UNIT AND SHIFT PREFERENCE

Section 1 - Assignments Registered Nurses shall be hired for a specific nursing unit and shift which shall not be changed except in accordance with this Article or where allowed elsewhere in this Agreement, or by mutually agreed changes, or on a volunteer basis, or reassignment of unit or shift of the junior qualified employee(s) in order to provide sufficient staff for patient care. Length of temporary assignment shall be limited by criteria established in the Contract Administration Committee.

Section 2 - Unit and/or Shift Changes Nursing unit and/or shift changes between two similarly qualified employees may be made at any time by mutual agreement of such employees and with the approval of the Nursing Department Director or Patient Care Supervisor. Section 4 shall not apply to changes under this Section.

Section 3 - Hardship Assignment In cases of true hardship, when a change of shift and/or unit must be made for an individual nurse, and there is no vehicle within this Agreement for the change to be made, the problem will be reviewed by the Contract Administration Committee and recommendations may be made to the Hospital regarding a solution.

Section 4 - Other Than Regular Shift Assignment Employees who volunteer or are assigned to a shift other than that to which they are regularly assigned shall receive one and one-half (1 1/2) times their base rate of pay for all such full shifts worked.

Article 17  
NORMAL WORK DAY, NORMAL PAY PERIOD, PREMIUM PAY

Section 1 - Work Day The normal work day for a full-time employee is divided into three (3) shifts of eight and one-half (8.5) hours each. Each shift includes a non-paid lunch period of one-half (1/2) hour and two (2) paid break periods of fifteen (15) minutes each within each shift. When a bargaining unit member is unable to leave the assigned unit for the full one-half (1/2) hour lunch period, compensation shall be paid for half hour at the overtime rate for that bargaining unit member.

There shall be no daily overtime premium for the twelve (12) hour shift schedule, but overtime premium shall be paid over 40 hours in the regular work week. All employees affected must



consent to work the twelve (12) hour schedule for a minimum period of six (6) months and for four (4) week periods thereafter.

Section 2 - Pay Period The normal pay period shall be ten (10) normal work days within a consecutive fourteen (14) day period starting at 11:00 p.m. Saturday and ending at 11:30 p.m. Saturday, fourteen (14) days later. For purposes of this Agreement, the calendar day shall start at 11:00 p.m. and run through 11:30 p.m. the next day. The normal work week shall be each of the seven (7) day periods which equally divides the normal pay period. Friday-Saturday (7:00 p.m. - 7:00 a.m. shift) is weekend for 12.5 hour nurses.

Section 3 - Overtime The Hospital shall pay time and one-half (1 1/2) the regular rate of pay to employees who actually work in excess of eight (8) hours in the twenty-four (24) hour period from the start of the employee(s) regularly scheduled shift, or in excess of forty (40) hours of actual work in the normal work week of such employee(s). Overtime shall be based on an employee's regular rate of pay. Overtime must be approved by the employee's department head or immediate supervisor. There shall be no pyramiding of overtime pay.

Section 4 - Time Clock Each employee shall be required to punch "in" on the time clock no earlier than five (5) minutes prior to reporting for duty and to punch "out" no later than five (5) minutes after the employee finishes the scheduled work shift or approved overtime. In the event an employee does not punch "in" and/or "out", the employee should notify the supervisor for approval and initialing of the time card.

#### Section 5 - Work Schedules

5.1 Completed work schedule(s) covering not less than the next 14 day pay period(s), nor more than 28 day pay period will be posted by Monday preceding the start of the work schedule. Revisions may, by mutual consent of the Nursing Department Director or Patient Care Supervisor and the affected employee, be made based on employee availability and the needs of patient care. Requests for specific schedules will be accommodated if reasonably possible if same are submitted in writing at least two (2) weeks prior to the posting of any work schedule. No nurse shall be scheduled more than eight (8) hours in the calendar day nor more than seven (7) consecutive days in any fourteen day period. Consecutive days worked in excess of seven (7) in any fourteen day period shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate, except as same may be changed by the consent of the affected nurse(s).

5.2 When overtime is required, volunteers from among qualified employees shall be requested to work such overtime hours. If volunteers are not available in sufficient number, the Hospital shall assign the overtime by rotation, starting with the

junior qualified employee with the fewest overtime hours to work such overtime hours and shall make every reasonable attempt to equalize such assigned overtime hours. The Nursing Office shall maintain an accounting of the overtime hours worked by each nurse for the purpose of equalization of overtime. Part-time employees shall be credited for hours worked beyond those for which they are regularly assigned. No employee shall be required to work a double shift to fulfill the provisions of this Section. No employee shall leave the shift until released by the Nursing Department Director or Patient Care Supervisor.

5.3 Individual nurses will not change schedules by "trading" with another nurse, without the consent of the Nursing Department Director or Patient Care Supervisor. Traded hours will be recorded as worked, for premium pay purposes, by the originally scheduled employee(s).

5.4 All employees will continue to be scheduled for weekend work in accordance with the present practice of every other weekend off. Exceptions may be arranged by mutual, written agreement between an employee and the Nursing Department Director or Patient Care Supervisor and a copy of the agreement shall be given to the President of the Association. Such agreement shall specify the length of time it shall be in effect. Before the Hospital changes its present practice in regard to weekend scheduling, it shall notify the Association and negotiate any changes. For the purposes of this Agreement, the weekend shall be defined as Friday-Saturday for the midnight shift employees and Saturday-Sunday for day and afternoon shift employees. If other than scheduled work is required on weekends, the provisions of 5.2 of this Section will apply.

#### Section 6 - 12.5 Hour Work Day

6.1 For consenting nurses, with RNA approval, the Hospital can establish 12.5 hour shift(s). Benefits will be paid on a basis so that if the equivalent hours were worked under an 8.5 hour shift(s) schedule, no additional cost would result to the Hospital.

6.2 The scheduled work day shall span 12.5 consecutive hours, of which 12 hours shall be paid. Employee(s) who work under this Section agree to the work day herein specified.

6.3 The work week shall be three (3) scheduled work days within the seven (7) day period starting after 2300 hours Saturday evening to 2259 hours the next Saturday evening.

If a full-time employee(s) (who has worked the three (3) scheduled work days within the seven (7) day period of this Section) works an additional eight (8) hour shift(s), pay for such shift(s) shall be at 111% of the applicable base hourly rate, plus time and one-half (1 1/2) over forty (40) hours in the work week.

A part-time employee(s) who works a 12.5 hour shift(s) shall be paid at 100% of the applicable base hourly rate.

If the three (3) scheduled work days are worked in full, or excused by Management, employee(s) shall be paid at 111% of the applicable base hourly rate. This hourly rate calculation shall be without prejudice to the accrual rate for paid personal days, paid sick leave and paid vacation(s).

Employee(s) working the night shift shall receive .65 cents per hour, in addition to the base hourly rate, as a shift premium.

Pay at the rate of time and one-half shall be payable only for hours actually worked in excess of forty (40) in the work week. No daily premium shall be paid or payable except for time actually worked in excess of 12.5 consecutive hours in the amended work day specified in this Section.

6.4 Regarding paid holidays, Article 26, Section 8, if a 12.5 hour employee(s) does not work such holiday, the employee shall receive eight (8) hours pay. If a 12.5 hour employee works a paid holiday, such employee shall receive double time (2x) for all hours worked on such holiday and shall receive no other compensation whatsoever.

6.5 12.5 hour employee(s) can use accrued vacation time in 1 hour segments.

6.6 12.5 hour employee(s) shall accumulate paid sick days as specified elsewhere in this Agreement and for a total of ninety-six (96) hours for each yearly eligibility period. If an employee is absent on account of disability on a scheduled work day under this Section, such employee shall receive 12.0 hours pay.

6.7 If a 12.5 hour employee(s) is entitled to paid funeral leave, she shall receive 12 hours pay at straight time without premium, times the number of days to which she is entitled, with a maximum of 24 hours.

6.8 If a 12.5 hour employee(s) becomes entitled to jury duty pay, such pay shall be made on the basis of twelve (12) hours pay for jury duty which is served on an otherwise scheduled work day.

6.9 If a 12.5 hour employee(s) is entitled to and takes a paid personal day(s), she shall receive twelve (12) hours pay at straight time, without premium. The maximum number of paid personal days which can be accumulated from July 1 to June 30 shall be 24 hours.

6.10 Weekend premium shall be applicable to a total of forty-eight (48) hours per weekend. The parties shall agree when the occasion arises on the application of the weekend premium to worked hours.

Article 18  
LEAVES OF ABSENCE

Section 1 - Types of Leaves A leave of absence is a written authorized absence from work. Upon written request from seniority employees, leaves of absence will be granted in writing on a non-paid basis with retention but not accumulation of seniority for the following reasons. Such leave may be extended for like cause. Items (1), (2) and (3) must be certified by attending physician if requested:

- (1) Maternity Leave - for period of provable disability plus up to six (6) months from date of delivery as a child-care leave.
- (2) Illness Leave (physical or mental) - for period of provable disability.
- (3) Prolonged illness of wife, husband or child - for period of provable disability, but not longer than six (6) months.

Leaves may be granted for the following reasons and time periods:

- (4) Personal Leave - not to exceed thirty (30) days.
- (5) Adoption Leave - up to six (6) months.
- (6) Education Leave - up to two (2) years to pursue a course of study which is directly related to the present job duties of requesting employee with proof of attendance and/or with satisfactory grades.

Section 2 - Retention of Seniority Employees shall retain but not accrue seniority while on leave of absence by the provisions of this Agreement. If the leave is six (6) weeks or less, the employee shall be returned to the previous position, providing no intervening layoff affecting such employee was made. If the leave is for over six (6) weeks, the employee shall be returned to the classification held at the time the leave was granted. In the event that there are no open positions at the time the employee returns, the person with the least seniority in the returning employee's classification shall either be reclassified or laid off.

Section 3 - Sick Leave Employees shall have the option to utilize accrued sick leave benefits during the period of pregnancy upon presentation of medical certification of her inability to perform her normal job duties.

Section 4 - Personal Leave Upon written request from seniority employees, leave of absence for up to thirty (30) calendar days for personal reasons may be granted at the discretion of the Hospital. In considering such leave requests, the Hospital will not be arbitrary and capricious and will consider both the needs and wishes of the employee and the efficient operation of the department concerned. In the event the employee feels that an improper denial has been given, the employee and a representative of the Association shall meet with the supervisor or department head and the Vice President, Human Resources or the designated representative to resolve the matter. The Vice President, Human Resources will respond within fourteen (14) calendar days to the request for leave of absence. The response shall be to approve or deny the request. By mutual agreement, the time for response may be extended.

Article 19  
HEALTH SERVICES

Section 1 - Physical Examinations Physical examinations and/or health assessments, including laboratory tests or other diagnostic procedures, as required or requested by the Hospital for all employees, shall be provided at no cost to the bargaining unit employee.

Section 2 - Examinations by Own Physician From time to time the Hospital's Health Service and/or Personnel Department for good cause may require employees to have physical examinations by their own physician and at their own expense. Every employee must and hereby agrees to have such an examination; in addition, every employee must and hereby agrees to have any physical examinations which are provided by the Hospital by a mutually agreeable Hospital staff medical specialist in the area under inquiry, without charge to the employee to establish or re-establish the employee's physical fitness to perform work.

Section 3 - Immunizations Nurses shall receive prophylaxis after job related exposure to infectious diseases according to current employee health policies. Other immunizations are offered to identified high risk employees as well as on a seasonal basis.

Section 4 - Injury or Illness While on Duty In the event that a nurse becomes injured or ill while on duty, and is required by the Hospital or in conjunction with the supervisor feels the necessity of services and other medical treatment which is normally provided by the Hospital, the nurse shall receive all such treatment without cost, except that amount which may be recovered through insurance provisions. This provision is limited to emergency or initial treatment in the day of occurrence.

Article 20  
PROFESSIONAL DEVELOPMENT

Section 1 - Hospital Program The Hospital will develop and support a program of professional development to be offered to individuals and groups of nurses so that the nurse is assisted in professional development and is thus informed of advances, changes and other developments in the practice of nursing.

Section 2 - Association Recommendations The Association shall, at least annually, recommend books, pamphlets, documents or other materials for inclusion in the nursing and/or medical staff library.

Section 3 - R.N. Support of Programs Nurses may nominate themselves for support to attend professional meetings, clinics or workshops or visits to other hospitals where the theme, agenda or program provides development in the nursing service needed or under consideration to meet the needs at Central Michigan Community Hospital.

Section 4 - Terms of Support The terms of support under this Article shall be a matter of mutual agreement at the time a development issue is considered and approved.

Article 21  
NON-DISCRIMINATION

There shall be no discrimination toward employees under any circumstances because of race, creed, color, sex, political beliefs, union activity, marital status, natural origin, residency, height, weight, age and non-job disability handicaps; provided, however, the parties are desirous of having a single response to claims arising under this Section and hereby agree this Section shall not be the origin of a grievance but that all such grievances shall be referred by the Association to the appropriate administrative agency charged with statutory authority to administer the relevant civil rights statutes.

Article 22  
CONTRACT ADMINISTRATION COMMITTEE

Section 1 - Committee The Committee shall consist of the Vice President, Human Resources and such other persons as the Vice President shall from time to time or regularly designate and the President of the Registered Nurses Association and the Representative of the Registered Nurses Association and such other persons as the RNA may from time to time or regularly designate. In any event the parties agree to limit each party's regular appointment to three persons in total. The committee is formed for discussion and need not keep minutes and need not vote on matters under discussion.

The Committee shall meet from time to time dependent on need as seen by either party but such meetings will not replace the grievance procedure, special conferences or supplemental negotiations but such matters may be discussed in committee meetings.

The Committee is formed in recognition of the need for regular informal, as well as formal, communications and discussions. It is recognized that such communications may further the interests of the parties to this agreement to solve problems and initiate or consider initiation of needs not recognized in this agreement or needs which arise as a result of changing circumstances.

RNA members of the committee shall not lose pay for otherwise scheduled work for time spent in committee meetings and for one-half hour prior to such meetings.

This article is not subject to the grievance procedure except for failure to hold meetings and for purposes of payment for attendance. Any grievance which might arise out of this article must provide for complaint of some other article in this agreement.

Article 23  
SPECIAL CONFERENCES

Section 1 - Request for Conferences A special conference to discuss matters of mutual concern will be arranged between the President of the Association and the Hospital President and Chief Executive Officer or a designee upon the request of either party.

Such meetings shall be between at least two (2) but not more than three (3) representatives of the Association and two (2) but not more than three (3) representatives of the Hospital. If more than three (3) representatives are deemed necessary by either the Association or the Hospital, the respective party shall notify the other as to the number of representatives necessary, at the time arrangements are made for said conference, and obtain the concurrence of the other party for the additional representatives.

Arrangements for such special conferences shall be made in advance and a written agenda of the matters shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

Section 2 - Rights Special conferences shall not substitute for either the grievance or negotiations process and attendance at such a conference does not waive either parties' respective rights to such under this Agreement.

Section 3 - Time and Location Conferences shall be held between the hours of 9:00 a.m. and 9:00 p.m. (2100 hours). No more than one representative of the Association shall be paid for the time spent in such conferences. The RNA representative must be on the clock and scheduled for that date and hour to qualify for payment. Because of the nature of the issues submitted to special conferences, the parties agree to schedule such conferences without delay.

The Association representatives may meet at a place designated by the Hospital on the Hospital's property, if available, or elsewhere as designated by the appropriate Hospital officials for at least fifteen (15) minutes immediately preceding a special conference.

Article 24  
MAINTENANCE OF DISCIPLINE/JUST CAUSE

Section 1 - Rules of Professional Conduct Each Registered Nurse shall abide by such reasonable rules of professional conduct as are effected by the Hospital, provided they are not in conflict with the Agreement.

Section 2 - Proposed Changes or Additions to Existing Work Rules Proposed changes or additions to existing work rules and/or Hospital Personnel Guidelines for the conduct of Registered Professional Nurses for which the nurse may be disciplined or discharged shall be submitted to the Association ten (10) calendar days, excluding Saturday, Sunday and Holidays, in advance of the proposed effective date of the rules or guidelines. The Association shall have until the effective date to object to the proposed rules or guidelines.

When no objection is filed or when an objection is filed and satisfactorily resolved, the change shall take effect as proposed.

When an objection remains unresolved five (5) days after filing, the change shall take effect as proposed and the matter becomes subject to the Grievance Procedure. The Association retains the right to challenge the reasonableness of any work rule or Personnel guideline.

Section 3 - Just Cause No employee shall be reprimanded in writing, reduced in compensation level or seniority as a disciplinary action or otherwise disciplined without just cause; nor shall any employee without just cause be terminated from employment.



Section 4 - Termination and Loss of Seniority Employment shall be terminated along with seniority for any of the following reasons:

- (1) The employee quits or assumes Temporary Nurse or Limited Service Nurse status.
- (2) The employee is discharged for just cause and the discharge is not reversed through the Grievance Procedure.
- (3) If a settlement with an employee has been made for total, permanent disability.
- (4) The employee is retired.
- (5) The employee is on involuntary layoff for a continuous period of one (1) year, or length of seniority at time of layoff, whichever is the lesser. If during the 13th month of layoff such laid off employee notifies the Hospital, in writing, of the desire to be recalled for a further time, then the period of recall shall be extended to a maximum period of 24 months, or length of the employee's seniority at time of layoff, whichever is lesser.
- (6) The employee does not return at the time specified on a leave of absence.

Section 5 - Notification of Disciplinary Action Notice and reasons for any disciplinary action(s) shall be given to the affected employee and the Association in writing and on a timely basis.

Section 6 - Employee Rights A suspended or discharged employee will be allowed to discuss the discipline with the designated Association representative, and the Hospital will make available an area where they may do so before they are required to leave the property of the Hospital. Upon the request of the employee, a designated representative of the Hospital will discuss the discipline with the employee and the Association representative, providing that in cases of intoxication, use of drugs or other conduct immediately affecting operations, the employee may be required to leave the immediate work area before talking to the Association representative.

Section 7 - Appeal of Discharge or Suspension Should the discharged or suspended employee consider the disciplinary action to be improper, a complaint shall be presented in writing through the Association representative within five (5) days of placing notice of such disciplinary action in the distribution box of the President of the Association. The Hospital, through the Vice President, Human Resources, or representative, will review the disciplinary action and give its written answer within five (5) days after

receiving the complaint. If the decision is not satisfactory to the Association, the matter may be referred to STEP 2 of the Grievance Procedure within seven (7) days of the Vice President, Human Resources' answer, above. "Days" in this section refers to "days" as defined in Section 2, 2.2 of Article 25.

Section 8 - Other Appeals Appeals of disciplinary action not involving suspension or discharge (such as, but not limited to, verbal or written warnings) shall be processed through the normal STEPS of the Grievance Procedure.

Article 25  
GRIEVANCE PROCEDURE

Section 1 - Statement of Purpose

1.1 The parties intend that the Grievance Procedure shall serve as means for the peaceful settlement of disputes as they might arise concerning the interpretation or application of this agreement.

1.2 The parties seek to secure, at the earliest time possible, equitable solution to complaints or grievances of nurses or of the Association. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

1.3 The fact that a grievance is brought by a member of the Association shall not be recorded in any file or record utilized in personnel decisions; nor shall any explicit or implicit reference to such fact be considered or included in any recommendations for job placement.

1.4 The parties to this Agreement shall make available to each other, upon request, any relevant information appropriate to the processing and/or adjustment of grievances.

Section 2, Definitions

2.1 A grievance is an unresolved written complaint alleging that there has been a violation, misinterpretation or inequitable application of any provision of the Agreement, and which has been submitted within five (5) days of the Department Director's response in Section 3.

2.2 The term "days" in this Article shall mean calendar days excluding Saturday, Sunday and Holiday.

2.3 "Grievant" refers to the party filing the complaint or grievance who may be one member, a group of members or the Association itself.

2.4 "Vice President, Human Resources" refers to the Vice President of Human Resources of the Hospital or designated representative of such person.

2.5 "Hospital President" refers to the Hospital President and Chief Executive Officer of the Hospital or designated representative of such person.

2.6 "Association representative" refers to a member of the Association having the authority to process grievances or an outside representative of the Association.

2.7 "Specified time limits" are to be considered as maximum but may be extended by mutual agreement. Any grievance not answered by the Hospital within time limits shall be granted and any grievance not advanced within the limits shall be considered withdrawn.

2.8 Service of a grievance, answer or other paper or document shall be considered as made when:

- a. To the Association: A copy is hand delivered to an authorized Association representative or deposited in the Association's designated box.
- b. To the Hospital: A copy is hand delivered to the employee's Department Director in Step 1 or deposited in the Hospital's designated box in the Personnel (Human Resources) Department Office and time stamped.

### Section 3 - Initiating a Complaint

3.1 An employee with a complaint shall first discuss the matter with that employee's department director for possible resolution no later than twelve (12) days from the date of occurrence of facts giving rise to the grievance or from the date the employee or Association should with reasonable diligence have known of the occurrence of the event, condition or circumstances giving rise to the grievance. The employee shall have the right to have an Association representative present at such discussion. The department director shall respond within five (5) days from the date the matter was first discussed with the employee. Any complaint alleging payroll error shall first be discussed directly with the employee's department director or such person's designee, made known to the Association. Contemporaneous documentation of the complaint and the Hospital's response will be made mutually by the Hospital and the grievant.

3.2 If the employee's department director is not available during the time limits expressed above, or if the answer of the employee's department director does not resolve the matter, the complaint may be processed as a grievance according to the procedure outlined below.

3.3 When the Association is the grievant, the grievance shall be initiated by submitting it in writing to the Vice President, Patient Care Services or Professional Services, as appropriate, within the twelve (12) day time limit expressed under Section 3.1 above. The grievance may then proceed under Section 4.2 below.

#### Section 4 - Step One - Informal Stage

4.1 The grievant shall submit the grievance in writing to the employee's department director within five (5) days from receipt of the department director's response. A copy shall also be sent to the Association by the grievant.

4.2 The department director shall schedule and hold an informal meeting(s) within seven (7) days from receipt of the written grievance. The meeting(s) shall be attended by the employee's department director or designee, the grievant(s), an Association representative if desired by the grievant(s) and any other persons (from management or the Association) mutually deemed appropriate and who have information bearing on the matter.

4.3 The grievant or Hospital may terminate this stage of the proceeding at any time after the initial informal meeting by giving notice to the opposite party.

4.4 The department director or designee shall send a written response to the grievant, with a copy to the Association within seven (7) days from termination of this stage by the grievant or Hospital. The written response shall set forth either a mutually agreeable resolution or the Hospital's reasons for denying the remedy requested.

#### Section 5 - Step Two - Prearbitration Hearing

5.1 Any grievance remaining unresolved at the conclusion of Step One may be submitted by the Association to the Vice President, Human Resources for a prearbitration hearing, by giving written notice within seven (7) days from receipt of the Hospital's response given under Step One.

5.2 Upon receipt of notice from the Association, the Vice President, Human Resources shall schedule and hold the prearbitration hearing at a mutually agreed time within seven (7) days. The Association may designate no more than two (2) members of the Association to attend the hearing without loss of pay. At the Step Two meeting, the Hospital may designate two (2) representatives in addition to the Vice President, Human Resources to attend the meeting. The Association, in addition to its two members, one of whom may be the grievant, may be represented by one (1) outside representative.

5.3 The purpose of the prearbitration hearing shall be to attempt resolution and/or to review the areas of disagreement to be referred to arbitration, at the election of the Association, when no resolution results.

5.4 The Association shall notify the Vice President, Human Resources within seven (7) days from the prearbitration hearing if it elects to refer the grievance to arbitration.

5.5 If notice to refer is given, the Association and the Hospital shall each prepare written statement of their respective positions within ten (10) days from date of notification of referral to arbitration and serve same on the other party.

5.6 A grievance may be withdrawn by the grievant at any time prior to the arbitration hearing. Once withdrawn, the matter may not again become the subject of a grievance under this provision.

#### Section 6 - Step Three - Arbitration

6.1 Selection of an Arbitrator The Association and the Hospital shall attempt to select an arbitrator by mutual agreement. If unable to do so within ten (10) days, the grievant shall submit the matter to the American Arbitration Association, where it shall proceed under AAA rules.

6.2 Power of Arbitrator The power of the arbitrator shall be limited to deciding whether there has been a violation, misinterpretation or inequitable application of this Agreement.

6.3 The Labor Arbitration Procedures of the American Arbitration Association shall apply to Step Three grievances.

6.4 Arbitrator's Award shall be final and binding on the Hospital, the Association and the grievant(s).

6.5 The fees and expenses of the arbitrator and costs incurred in the hearing by the arbitrator's requirements shall be allocated based on the merits of the grievance. All other expenses shall be borne by the party incurring them.

6.6 Excluding payroll errors, the arbitrator shall have no power to grant any award involving wages retroactively in excess of fifteen (15) days prior to the date the grievance was filed at Step One. An award involving back pay shall subtract any unemployment compensation paid or to be paid and any interim earnings which were earned.

Article 26  
COMPENSATION

Section 1 - Wage Schedule

		<u>Effective December 1, 1988</u>					
	<u>Hire</u>	<u>1040</u> <u>TPH</u>	<u>2080</u> <u>TPH</u>	<u>4160</u> <u>TPH</u>	<u>6240</u> <u>TPH</u>	<u>8320</u> <u>TPH</u>	<u>10400</u> <u>TPH</u>
RN Staff Nurse	11.66	11.88	12.62	12.85	13.06	13.29	13.56

		<u>Effective December 1, 1989</u>					
	<u>Hire</u>	<u>1040</u> <u>TPH</u>	<u>2080</u> <u>TPH</u>	<u>4160</u> <u>TPH</u>	<u>6240</u> <u>TPH</u>	<u>8320</u> <u>TPH</u>	<u>10400</u> <u>TPH</u>
RN Staff Nurse	12.66	12.88	13.62	13.85	14.26	14.49	14.76

A new Graduate Nurse with permit shall be hired at .25 cents less per hour than the applicable Hire Rate.

Upon submission of proof of degree to the Personnel Department, an R.N. with a BSN degree or related bachelor's degree in health care, shall receive .20 cents per hour in addition to the applicable rate.

Upon submission of proof of degree to the Personnel Department, an R.N. with an MSN degree or related master's degree in health care, shall receive .40 cents per hour in addition to the applicable rate (.20 cents for BSN and an additional .20 cents for MSN).

Effective October 1, 1986, upon submission of proof to the Personnel Department, the Hospital will pay a yearly certification bonus of \$100, payable prior to November 1, to employees who possess the following certifications:

- a. Critical Care Registered Nurse (CCRN)
- b. Certified Emergency Nurse (CEN)
- c. Nurses Association of American College of Obstetricians and Gynecologists (NAACOG) (certified)
- d. Other certifications as approved by Contract Administration Committee.

Employees, to be eligible for the certification bonus, must be assigned and work in the appropriate specialty area.

Section 2 - Prior Experience Schedule A newly hired R.N. and with prior R.N. experience in a comparable hospital shall receive 50% credit for such prior experience occurring within the

past five (5) years. This credit shall be applicable to the wage schedule but shall not exceed in any case the one-year level (2080 Total Paid Hours).

Section 3 - Temporary Assignment to Higher Classification  
When an R.N. is temporarily assigned to and accepts the responsibility of another higher classification, for the duration of the assignment, the nurse shall be paid at the rate of such higher classification and in the same longevity slot.

Section 4 - Charge Differential When an R.N. is assigned in charge of a unit, the R.N. shall receive a charge differential of .35 per hour.

Section 5 - Call-In When an R.N. is called into work, the nurse shall be paid one and one-half (1 1/2) times the regular rate of pay for all hours worked during such call-in period.

Section 6 - On-Call When a nurse is assigned to take call, the nurse shall receive \$1.07 per hour for each hour the nurse is on call. When the nurse is called in to work, the nurse shall receive the greater of: (1) pay for actual time worked, or (2) four (4) hours minimum for each call, if more than four (4) hours elapses between call-ins. If call comes within two (2) hours of the start of the regularly scheduled shift, overtime shall be paid instead of four (4) hour minimum. The nurse shall be paid at the straight-time rate or overtime rate, if applicable, for time when called in.

On-call pay shall not be duplicated for hours during which the on-call person is actually punched in.

If a second team is needed, the same rate shall be paid, excluding on-call rate.

Section 7 - Weekend Premium There shall be weekend premium paid in the amount of .35 cents per hour. The weekend premium shall be paid in addition, and where applicable, to the shift premium pay.

Section 8 - Paid Holidays

8.1 The Hospital observes the following paid holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and the employee's actual birthday or other mutually agreed day.

8.2 For paid holidays not worked, a seniority full-time employee will receive eight (8) hours compensable time off from an otherwise scheduled work day.

8.3 For paid holidays not worked, each seniority part-time employee will receive compensable time off from otherwise scheduled work day(s), the same to be pro-rated based on TPH of

such part-time employee, as same bears to 2080 pro-rata computations for part-time employees shall be made on such employee's anniversary date of hire and shall be posted in the department. This calculation will show the total number of compensable time off hours to which such employee is entitled in the subsequent calendar year.

8.4 Paid holidays worked by a full-time seniority employee or part-time seniority employee shall be compensated on the basis of time and one-half (1 1/2) actual hours worked on such holiday by the entitled employee. In addition, an eligible employee will receive compensable time off from an otherwise scheduled work day on the same basis as compensable time off is given for a non-worked holiday.

8.5 When compensable time off is given, it shall be at the employee's regular hourly rate without premiums.

8.6 Compensable days off may be taken seven (7) calendar days prior to and twenty-one (21) calendar days after the occurrence of the paid holiday, subject to mutual agreement between the Nursing Department and the affected employee.

8.7 To be entitled to compensable time off for either a worked or a non-worked holiday, the eligible employee, regular full-time with seniority or regular part-time with seniority, such employee must have worked that employee's normally scheduled work day prior to and the normally scheduled work day immediately subsequent to the holiday or have such absence excused by the Hospital. A leave of absence is not an approved excuse.

8.8 The Hospital will attempt to rotate paid holidays worked among seniority employees, unless otherwise mutually agreed.

8.9 If a paid holiday occurs within an eligible employee's scheduled and approved vacation period, such vacation period may be extended one (1) day, on a paid basis.

8.10 If an employee is scheduled to work on a paid holiday and does not work on such day, unless excused by the Hospital, such employee shall not be eligible and shall not receive compensable time off.

8.11 The holiday belongs to the shift in which majority of hours are worked.

#### Section 9 - Paid Personal Days

9.1 For each year, July 1 to June 30, regular full-time and regular part-time seniority employees shall be entitled, upon giving a five (5) day notice to and receiving approval of their supervisors, to be excused from work with pay for up to three (3) days (up to 24 hours at straight time without premium).



9.2 The earning rate for entitlement to paid personal days shall be on a paid-hours basis as follows:

261 through 780 TPH	-	6 hours paid personal leave
781 through 1300 TPH	-	12 hours paid personal leave
1301 through 1830 TPH	-	18 hours paid personal leave
1831 through 2080 TPH	-	24 hours paid personal leave

Section 10 - Paid Sick Leave Credit/Sick Absence Pay

10.1 Upon the signing of this Agreement, all employees of the Hospital and in the bargaining unit shall have such credited sick leave days in their bank as appears on the Hospital's records on that date and will continue to earn paid sick leave credit as provided herein.

10.2 Regular full-time and regular part-time employees shall accrue one (1) paid sick leave day (8 hours) for each 173.3 hours in which the employee receives paid compensation from the Hospital. The maximum accumulation of paid sick leave shall be twelve (12) days per employment year. Probationary employees shall receive no credit for payable sick leave until they have completed their probationary period at which time they will be credited in their bank with payable sick leave from their recorded date of regular full-time or regular part-time employment.

10.3 If an employee becomes ill while off duty, the employee must notify the Nursing Department Director or Patient Care Supervisor of such absence prior to the beginning of the work schedule. Where the employee's continued absence would require relief coverage, sufficient continuing notice of the employee's absence must be given. Each employee must fulfill the requirements of this Section in order to receive sick leave pay.

10.4 When the employee returns to work, the employee must present, upon request, a note from a physician indicating that the employee was sick and that the employee may return to work in order to obtain sick absence pay for an illness of: (1) three (3) or more consecutive days; or (2) any illness where there is a pattern of absence.

10.5 Sick absence is not payable for any illness occurring during a leave of absence or period of suspension, nor for any injury or illness originating before employment, if such illness or injury was misrepresented at the time of employment.

10.6 In case of the termination of an employee, except for just cause under this Agreement, such employee, with less than five (5) years seniority credit, shall receive fifty percent (50%) of the value of earned but unused sick leave days. In the case of the termination of an employee, except for just cause under this Agreement, such employee with five (5) years or more of seniority credit shall receive one hundred percent (100%) of

the value of earned but unused sick leave days. If an employee quits without giving fourteen (14) calendar days working notice, the employee shall not be entitled to receive payment for any accumulated payable sick leave. Such payment shall be made at the rate(s) in effect when such sick leave days are paid.

10.7 Paid sick absence may not be taken until after the employee has completed 520 paid hours of employment.

10.8 An employee shall not be paid sick leave for days when the employee is not entitled to and receives workers' disability compensation benefits.

10.9 The employee shall be entitled to accumulate up to 800 hours in a payable sick leave bank.

10.10 For the period October 1, 1982 to September 30, 1983 and for yearly periods thereafter, upon written notice to the Hospital by an entitled nurse on or prior to November 1, 1983 and yearly periods thereafter, the Hospital will:

Pay at then current rates one-half (50%) of earned but unused sick leave days applicable to the above-described and current yearly period, such payment to be made by separate check on the first payday in December.

Bank the remaining one-half (50%) of earned but unused sick leave days applicable to the above-described yearly period.

In the event an eligible employee does not desire to request payment as above described, such earned but unused sick leave days shall be treated under the prior parts of this Section.

Section 11 - Paid Vacations

11.1 Regular full-time and regular part-time employees who have completed their probationary period shall earn and receive vacation with pay as follows:

<u>STAFF NURSE</u>		
<u>Non-Benefit Seniority</u>	<u>Accrual Rate</u>	<u>Days of Vacation</u>
Less than 1 year	1 day=208.0 Total Paid Hours in employment year	As Earned
1 Year	1 day=173.3 Total Paid Hours in employment year	As Earned
2, 3 Years	1 day=138.6 Total Paid Hours in employment year	As Earned

4, 5, 6 Years	1 day=115.5 Total Paid Hours in employment year	As Earned
7 and Up Years	1 day=99.0 Total Paid Hours in employment year	As Earned

11.2 Total paid hours is defined in this Agreement.

11.3 Employees may sign up for vacation time off after January 1 of each year. If two or more employees in the same work area and shift request the same dates for vacation time off, the senior employee's request will be preferred. All vacation time off not requested before May 1 shall be granted on a first-come, first-served basis. Earned vacation may be taken in one (1) hour, or more, segments. Paid vacation time off may be taken only after approval by the Nursing Department Director or Patient Care Supervisor.

11.4 An employee whose service with the Hospital is terminated before completing three (3) months of actual work for the Hospital shall not be paid a vacation benefit. After three (3) months of actual work for the Hospital, all earned but unused paid vacation will be paid to employees who quit or are terminated on their last paycheck on the regular day for the pay period. Earned but unused vacation time will not be paid to an employee who quits employment without giving the required fourteen (14) calendar days advance working notice.

11.5 Upon request, a regular full-time or regular part-time employee shall be paid vacation pay before the employee takes off for vacation if paid vacation time off is five (5) days or longer; provided, however, the employee's request must be received at least seven (7) days prior to the beginning of the scheduled vacation.

11.6 An employee must take all of paid vacation time off during the calendar year of posting vacation pay; however, by mutual agreement, the Hospital may pay employees for accumulated paid vacation time.

11.7 Part-time employees may use vacation time in 2-day segments but not more than two (2) weeks at a time, unless permission is granted by the Nursing Department Director or Patient Care Supervisor.

Section 12 - Group Life Insurance

12.1 The following insurance, fully paid by the Hospital, shall be in effect for all regular full-time employees with seniority starting on the first of the month following the employee's attainment of seniority:

<u>STAFF R.N.</u>	Term Life Insurance . . . . .	\$10,000
	Accidental Death & Dismemberment. . . . .	\$10,000

12.2 The following insurance, fully paid by the Hospital, shall be in effect for all regular part-time employees with seniority who are scheduled thirty-two (32) hours or more in a two (2) week pay period starting on the first day of the month following such employee's attainment of seniority:

Term Life Insurance . . . . . \$7,500  
Accidental Death & Dismemberment. . . . \$7,500

Section 13 - Blue Cross/Blue Shield Health & Dental Insurance

13.1 For all regular full-time employees and regular part-time employees with seniority who are normally scheduled to work thirty (30) hours per week, the Hospital will pay the total cost of the present Blue Cross/Blue Shield, MVF, or its equivalent, plan for such employees and where applicable for their families. All 30 hour, or more, per week employees with one (1) year seniority, the Hospital will pay the entire cost for pre-paid dental coverage for the Blue Cross/Blue Shield 75-50-50 plan or its equivalent. The maximum dental benefit for each calendar year is \$1,000. Eligible employee(s) achieving one (1) year seniority shall be covered by the pre-paid dental insurance on the 1st day of the month following the completion of one (1) year seniority. To receive insurance coverage under this subsection, the employee must fill out the appropriate application form in the Personnel Office.

The Hospital can furnish the hospital-medical-surgical benefits described in this Section 13 under the terms of the following programs:

1. PREVENT Program - Pre-certification to verify necessary treatment, and
2. Second Surgical Opinion Program, and
3. Foot Surgery Pre-Determination Program.

13.2 Eligible employees will be covered under this Section effective on the first day of the month after the month in which such employee completes the probationary period. Each employee must signify when enrolling for Blue Cross/Blue Shield insurance, or its equivalent, their spouse's name, if any, and social security number of the employee and spouse. There shall be a coordination of benefits between the group insurance herein provided and any other type of group hospital-medical-surgical insurance to which the employee or family may be entitled.

13.3 When employment is interrupted by layoff, leaves of absence, or for other reasons not involving loss of seniority, all insurance coverage under Sections 12 and 13 continues for thirty (30) days following the day when such interruption occurs and for the balance of the month in which the thirtieth (30th)

day occurs. When employment and seniority is terminated, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

13.4 Probationary employees may enroll and pay the group premium for the applicable coverage for the duration of probationary period.

13.5 If an R.N. has achieved 10 years or more of seniority and attained age 55 or over and at that time retires from the Hospital and from all other compensated health care work, the hospital will permit such former employee on the basis of self-payments, to be covered by the Hospital's regular Hospital, Medical, Surgical Plan at the group rates and under the following conditions:

- (1) Such self-payment must be made to the CMCH Cashier's office prior to the 1st of the month for which coverage is applicable.
- (2) The privilege of coverage hereunder is lost in the event such employee obtains employment in the health care industry.

#### Section 14 - Paid Jury Duty/Court Time

14.1 An employee who serves on jury duty on a day that the employee is scheduled to work will be paid the difference between pay for jury duty and the employee's regular pay, providing:

- (1) A first shift employee who is excused from jury duty before 12:00 noon shall report for work upon being excused.
- (2) A second or third shift employee who is excused from jury duty before 12:00 noon, shall be excused from a pro-rata amount of work time from the scheduled work shift, which commences on the date of such service.
- (3) The employee, at the request of the Hospital, shall provide proof of jury service and the pay received.

14.2 If an employee is required to testify on the employee's scheduled workday in a court or administrative proceeding concerning matters involved with such employment at the Hospital, the Hospital will pay the difference between the witness fee and the regular rate of pay for such time necessarily spent. This subsection shall not apply when the testifying employee is claiming under a Workers' Compensation or MESC proceeding or the employee has a money interest in the proceeding.

Section 15 - Military Service Leave, Active/Reserve  
Employees shall be eligible for military leaves of absence in accordance with the Universal Military Training and Service Act. An employee, with seniority, who is a member of the National Guard, Air National Guard or reserve components of the Armed Forces, called upon to perform full-time active duty, must make written request for a leave of absence if possible at least two (2) weeks prior to the date such duty is to begin. Proof of such duty must accompany the leave request.

Provided the leave request is approved and granted, the employee shall receive the difference in pay between reserve pay and the regular base pay. Proof of the amount of reserve pay must be submitted and such pay shall not exceed two weeks per year.

Section 16 - Longevity Pay All regular full-time and regular part-time employees shall receive longevity pay in accordance with the following schedule:

NON-BENEFIT SENIORITY

5 through 7 years . . . . .	2% of Annual Earnings
8 through 9 years . . . . .	2.5% of Annual Earnings
10 or more years . . . . .	3% of Annual Earnings

Longevity bonus will be paid in a separate check by the end of the month following the month in which the employee's anniversary date occurs.

Section 17 - Drug Discounts The Hospital Pharmacy shall offer for sale those drugs available, in stock, to bargaining unit employees. Such employees may purchase drugs at cost plus 10% pursuant to prescriptions for themselves, their spouses and children. Prescriptions may be paid for at the time they are picked up or the nurse may sign a payroll deduction document and have the amount of the prescription deducted from his/her next pay. Such an employee must be able to prove employment status if necessary.

Section 18 - Funeral Leave An employee shall be granted, upon request, three (3) scheduled working days paid funeral leave and at the discretion of the Nursing Department Director up to two (2) paid days additional, as travel time. This funeral leave is for the sole purpose of attending the funeral of a member of the immediate family, defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother- or father-in-law, son- or daughter-in-law, sister- or brother-in-law, grandparents and grandchildren or a dependent member of the employee's household. No payment is to be made for any of the three (3) days which is a paid holiday, part of vacation or occurs while the employee is not scheduled to work. Payment shall be made at the employee's hourly rate, without premiums. To receive pay under this Section, the employee must make written

application therefor, submit evidence of relationship, if requested, and actually attend the funeral. Funeral leaves may be supplemented by use of vacation leave or personal leave, as elsewhere provided.

Section 19 - Shift Premium An R.N. working a shift which begins between the hours of 2:00 p.m. and 10:00 p.m. shall receive a shift premium above base pay of .55 cents per hour for all hours actually worked on such shift. An R.N. working a shift which begins between 10:01 p.m. and 5:00 a.m. shall receive a shift premium above base pay of .70 cents per hour for all hours actually worked on such shift.

Section 20 - Pension Plan The Pension Plan now in force shall be continued for the duration of this agreement. The terms of the Plan are available in the Human Resources Office in booklet form. Amendments to the Pension Plan required by law shall be distributed to bargaining unit employees. Effective February 1, 1989, contributions by registered nurses to the Pension Plan shall be 1%.

Section 21 - Uniforms Whenever and wherever the Hospital requires the employees to wear protective clothing or devices as a condition of employment, the Hospital shall furnish the same at its cost.

Section 22 - Tuition Reimbursement Program If a regular full-time or part-time Registered Nurse, who has completed orientation, desires to enroll in one or more courses at an accredited educational institution in the field of nursing, or in courses which the Nursing Department Director and the Hospital President agree would aid the employee in the practice and performance of services at the Hospital, and will contribute to professional growth, the employee shall, in advance of commencing such course(s), submit a letter of application to the Nursing Department Director for reimbursement of the cost of tuition.

The letter of application shall list the course(s) to be taken, by title and course number, along with a short description of the course content, the name of the educational institution and the cost thereof.

Upon approval of such application by the Vice President, Patient Care Services or Professional Services, and upon proof of satisfactory completion of the course(s) and the amount expended for tuition, the nurse shall be reimbursed for such expenses up to \$500.00 per fiscal year (Oct 1-Sep 30) on a ninety/ten ratio. (The Hospital will pay ninety percent, up to \$500.00 and the nurse pays ten percent) provided that nurse agrees in writing to remain an employee for a period of twelve (12) months following

the completion of the course(s) and likewise agrees that if such employee leaves the Hospital's employ prior to the end of the twelve (12) month period, will repay the educational course reimbursement to the extent of 1/12 of such sum for each month the employee is short of meeting the 12-month requirement.

Section 23 - Tax-Sheltered Annuities The Hospital will continue its present practice. Full particulars are available in the Personnel Office.

Article 27  
PERSONNEL RECORD

Section 1 - Maintenance of Official Personnel Record The Hospital shall maintain at least one official personnel record for each member of the bargaining unit in a designated location convenient for employee inspection.

Should the Hospital maintain more than one personnel file for an individual bargaining unit member, copies of all information contained therein must be included in the official personnel record available for employee inspection.

The official personnel record shall contain any and all information kept by the Hospital that identifies a member of the bargaining unit with respect to that member's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action. The Hospital shall not take into account for current corrective action matters which are over one (1) year old.

Section 2 - Material Not Included The official personnel record shall not include any information relating to grievance involvement, confidential pre-employment materials, or any anonymous statements or materials.

Section 3 - Right to Review A bargaining unit member shall have the right to inspect the member's official personnel record, up to three (3) times per year, upon written request to the Hospital President or designee. The inspection shall take place during the normal business day of the Personnel Department and in the presence of an Association representative, if desired by the member. The Hospital shall not remove any material from the official personnel record prior to employee inspection.

An Association representative may examine the personnel file of a bargaining unit member upon that member's written authorization, and under the same conditions applying to the member.



The member, or authorized Association representative, may obtain a copy of information contained in the official personnel record from the Hospital. The Hospital may charge a fee to cover the actual cost of duplicating the material.

Bargaining unit members shall have the right to make additions or responses to material contained in their official personnel record.

Section 4 - Hospital Access Only authorized Hospital representatives, for a proper purpose, shall have access to the official personnel record of a bargaining unit member without that member's consent.

Section 5 - State or Federal Law Compliance Nothing contained herein is intended to diminish the employee's right or the Hospital's responsibilities regarding maintenance and access to employee's official personnel record or other record under applicable State and/or Federal law.

#### Article 28

##### MAIL BOX, BULLETIN BOARD, AND COMMUNICATIONS

Section 1 - Mail Box A mail box, safe and secure, for the Association shall be provided in a convenient location near the time clocks. The mail box shall be available to an officer of the Association at all times.

Section 2 - Bulletin Boards The Hospital agrees to furnish and maintain a suitable bulletin board at a place where employees may observe posted notices. Posted notices on the bulletin board shall be confined to matters which are appropriate to the Association's representative status or matters involving wages, hours, and working conditions or involving the Association's interest in the nursing profession. All other types of notices or matters shall not be posted and if posted, shall be removed at the request of the Hospital.

Section 3 - Communications The Association shall receive non-confidential, non-managerial statements, communications, letters, publications and the like initiated by the Hospital and relating or relevant to the nursing service and/or bargaining unit members.

#### Article 29

##### PARKING

The Hospital will continue to provide parking privileges as they currently exist.

Article 30  
AGREEMENT BOOK

The Hospital shall supply a copy of this Agreement to each member of the bargaining unit and shall supply a copy of this Agreement to each new nurse employee during the term of this Agreement at the time of employment. The cost of making copies of this Agreement in the number necessary for compliance with this Section plus additional copies to be provided to the Hospital and additional copies to the Association shall be borne equally by the parties.

Article 31  
VALIDITY

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions thereof.

Article 32  
TERMINATION OR MODIFICATION

Section 1 - Effective and Renewal Dates This Agreement shall become effective, as of December 1, 1988 and shall remain in effect until 11:59 p.m. November 30, 1990. This Agreement shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not more than one hundred twenty (120) days nor less than ninety (90) days prior to November 30, 1990 or any November 30 thereafter that it desires to modify or terminate this Agreement.

Section 2 - Collective Bargaining If notice of modification or termination is given as provided in Section 1 of this Article, collective bargaining negotiations shall commence between the parties promptly, but no later than eighty (80) days prior to termination of this Agreement.

IN WITNESS WHEREOF, The parties hereto have subscribed their signature this 13th day of February, 19 89.

CENTRAL MICHIGAN COMMUNITY  
HOSPITAL

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

CENTRAL MICHIGAN COMMUNITY  
HOSPITAL REGISTERED NURSES  
ASSOCIATION

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: Central Michigan Community Hospital  
1221 South Drive  
Mt Pleasant, Michigan 48858

I hereby assign to the Central Michigan Community Hospital Registered Nurses Association, hereafter "Association" from any wages earned or to be earned by me as your employee while engaged in employment within the bargaining unit, such uniform sums as the Association shall certify in writing to the Hospital as due and owing from me as uniform membership dues and/or fees as established by the by-laws of the Association.

I authorize and direct you to deduct such amounts from my pay and to remit same to the Association at such times and in such manner as agreed upon between the Hospital and the Association.

This assignment shall be irrevocable for a period of one (1) year or until the termination date of the current collective bargaining agreement between the parties, whichever occurs sooner. If this authorization is not revoked, in writing, during the twelfth (12th) month of each yearly period of its existence, then such authorization shall continue from year to year.

<hr/>	
Employee's Printed Name	Employee's Signature
<hr/>	
Employee's Address	City                      Zip Code
<hr/>	
Social Security Number	Date
<hr/>	
Phone Number	Effective Date of Deduction:

LETTER OF UNDERSTANDING

December 1, 1988

The undersigned agree as follows:

1. If the feminine pronoun "she" or "her" is used, it shall include the masculine pronoun "he" or "his," and vice-versa.

2. The headings used in the basic labor Agreement and Exhibits thereunder neither add to nor subtract from the meaning, but are for reference only.

CENTRAL MICHIGAN COMMUNITY HOSPITAL  
REGISTERED NURSES ASSOCIATION

By:

Carol Temple

CENTRAL MICHIGAN COMMUNITY HOSPITAL

By:

Paula L. Luman

LETTER OF UNDERSTANDING

December 1, 1988

RE: Article 17, Section 1 Work Day, of this Agreement

The undersigned agree as follows:

When a bargaining unit member is unable to leave the assigned unit for the full one-half (1/2) hour lunch period, compensation shall be paid for such half hour at the overtime rate for the bargaining unit member. For example:

1. If the Nursing Department Director or Patient Care Supervisor instructs a bargaining unit member to take her lunch break, but not to leave the Hospital, for any reason, the bargaining unit member will be paid for such half hour lunch period at the overtime rate.
2. A bargaining unit member goes to the cafeteria and brings her lunch back to the work unit to eat. If this act is at the direction of the Nursing Department Director or Patient Care Supervisor, then the bargaining unit member will be paid for such half hour lunch period at the overtime rate.

Nurses who desire to leave the Hospital during their lunch period must inform their Department Director or Patient Care Supervisor and punch out.

CENTRAL MICHIGAN COMMUNITY HOSPITAL REGISTERED NURSES ASSOCIATION

By: Carol Temple

CENTRAL MICHIGAN COMMUNITY HOSPITAL

By: Laurie Johnson

LETTER OF AGREEMENT

December 1, 1988

Re: Supplement Agreements

The undersigned agree as follows:

The following supplemental agreements, dated and approved as indicated below are continued for the life of this agreement (December 1, 1988 - November 30, 1990), unless revised or rescinded by mutual agreement through the Contract Administration Committee.

1. Letter of Agreement, dated January 19, 1986, regarding 12.5 hour shifts for Emergency Room employees, approved February 6, 1986.
2. Letter of Agreement, dated April 1986, regarding 12.5 hour shifts for Intensive Care Unit (ICU) employees, approved May 5, 1986.
3. Letter of Agreement, dated April 9, 1987, regarding 12.5 hour shifts for Obstetrical Services employees, approved April 9, 1987.
4. Letter of Agreement, dated February 1988, regarding Advanced Cardiac Life Support (ACLS) Certification for all RNs assigned to the Intensive Care Unit (ICU), the Emergency Room (ER), the Recovery Room (RR), and Float Nurses, approved February 18, 1988.
5. Letter of Agreement, dated April 1988, regarding Flexible Schedule Employees, approved May 4, 1988.
6. Letter of Agreement, dated June 1988, regarding 12.5 hour shifts, for 2 Med/Surg/Peds and 3 West Medical Surgical Unit employees, approved July 7, 1988.

Copies of these Supplemental Agreements are available through the Human Resource Office or from the Secretary of the Registered Nurse Association.

CENTRAL MICHIGAN COMMUNITY HOSPITAL REGISTERED NURSE ASSOCIATION

By: *Coral Temple*

CENTRAL MICHIGAN COMMUNITY HOSPITAL

By: *Fred Johnson*







