

1/17/91

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

AGREEMENT

-between-

Flint Osteopathic Hospital

-and-

General Drivers Union,

Local 332

*International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and
Helpers of America*

**January 18, 1988 -
January 17, 1991**

Flint Osteopathic Hospital

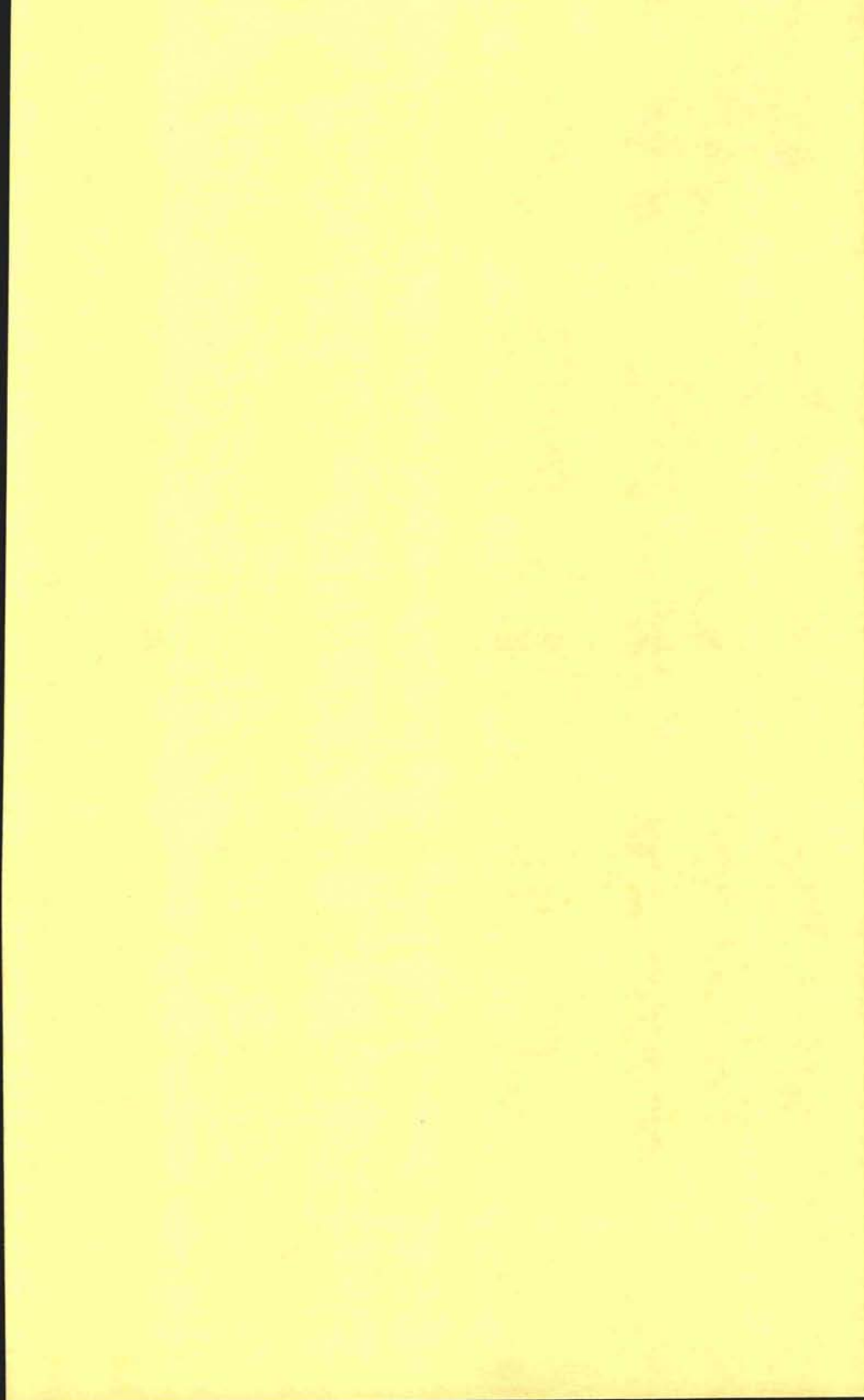


TABLE OF CONTENTS

Preamble	1
Article 1: Effect of Agreement	2
Article 2: Waiver	2
Article 3: Recognition of Union	3
Article 4: Recognition of Hospital's Right to Manage	3
Article 5: Role of the Nurse	4
Article 6: Union security	5
Article 7: Union Dues Checkoff Payroll Deduction Authorization	6
Article 8: Union Representation	8
Article 9: Special Conferences	10
Article 10: Grievance Procedure	11
Article 11: Arbitration	14
Section 1: Submission to Arbitrate	14
Section 2: Selection of Arbitrators	14
Section 3: Terms & Conditions of Arbitration	14
Article 12: Access To The Hospital Premises	15
Article 13: No Interference	16
Article 14: Discipline & Discharge	16
Article 15: Seniority & Hospital Service	18
Section 1: Seniority	18
Section 2: Seniority List	18
Section 3: Hospital Service	18
Section 4: Preferential Seniority for Union Rep.	18
Section 5: Seniority Retention While Outside of Unit ..	19
Article 16: Work Force Reduction & Recall	19
Section 1: Daily Work force Reduction	19
Section 2: Temporary Work Force Reduction	20
Section 3: Long-Term Work Force Reduction	20
Article 17: Loss of Seniority & Termination of Employment	21
Article 18: Shift Assignments & Openings	22
Section 1: Shift Assignments	22
Section 2: Bargaining Unit Openings	23
Section 3: Assignment & Reassignment	24
Article 19: Employee Definitions	25
Section 1: Probationary Registered Nurse	25
Section 2: Full-Time Registered Nurse	26
Section 3: Part-Time Registered Nurse	26
Section 4: Temporary Registered Nurse	27
Section 5: Casual Registered Nurse	27
Section 6: Core Staff	27

Article 20: Leaves of Absence	28
Section 1: Types And Rules	28
Section 2: Maternity Leave	29
Section 3: Adoption Leave	30
Section 4: Unpaid Personal Leave	30
Section 5: Educational Leave	31
Subsection A: Leave	31
Subsection B: Professional Improvement	31
Subsection C: Professional Meetings	32
Section 6: Union Business Leave	33
Subsection A: Union Office	33
Subsection B: Union Conferences	33
Subsection C: Union Special Meetings	33
Section 7: Public Office Leave	33
Section 8: Military Leave	34
Section 9: Medical leave	34
Article 21: Vacation Leave	35
Article 22: Paid Personal Leave	39
Article 23: Funeral Leave	40
Article 24: Jury Duty and Court Time	41
Section 1: Jury Duty	41
Section 2: Court Time	42
Article 25: Holidays	43
Article 26: Insurance Benefits	44
Section 1: Health Insurance	44
Section 2: Life Insurance	48
Section 3: Liability Coverage	49
Section 4: Worker's Compensation	49
Section 5: Sick & Accident Disability	50
Section 6: Dental Insurance	51
Section 7: Optical Program	51
Article 27: Hours of Work & Pay Provisions ...	52
Section 1: Work Period	52
Section 2: Work Day	52
Section 3: Meal Periods	53
Section 4: Rest Period	53
Section 5: Work Schedules	53
Section 6: Unpaid Time	53
Section 7: Premium Pay	54
Section 8: Overtime Distribution	55
Section 9: Minimum Call Pay	56
Section 10: Report for Work Minimum	56
Section 11: Weekend Report for Work Minimum	56
Section 12: Shifts Defined	56

Section 13: Shift Premium	57
Section 14: Call & Standby Pay	57
Section 15: Release From Scheduled Shift	57
Article 28: Longevity	58
Article 29: Wage Rate Schedule	59
Article 30: General Provisions	60
Section 1: Address & Telephone Numbers	60
Section 2: Safety	61
Section 3: On the Job Accident & Illness	61
Section 4: Courtesy Discounts	61
Section 5: Savings Clause	61
Section 6: Pronouns, Use of	62
Section 7: Volunteer Service Organizations & Workers	62
Section 8: Bulletin Board for Union Notices	62
Section 9: Photo ID's	62
Section 10: Registered Nurse Health Care	63
Section 11: Confidential Information	63
Section 12: Non-Discrimination	64
Section 13: Definition Of Days	64
Section 14: Locker Facilities	64
Section 15: Job Descriptions	64
Article 31: Retirement	65
Article 32: Termination	65
Letters Of Understanding	
Credit Union/Payroll Deduction	67
Health Insurance/Dual Coverage	67
Nursing Practice Committee	68
Outsourcing	69
Twelve (12) Hour Shifts	70-74
Union Withdrawal Card	66

PREAMBLE

This Agreement entered into by Flint Osteopathic Hospital, hereinafter referred to as the "Hospital", and General Drivers Union, Local 332, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Hospital and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The parties mutually recognize the Hospital is providing an essential service to the public which is vital to the health, welfare, safety and comfort of the community, and that the public has an interest in having such services promptly and properly performed and uninterruptedly available.

ARTICLE 1:

EFFECT OF THE AGREEMENT

This Agreement supersedes any past practice or previous Agreement, verbal or written, between any of the parties hereto, or between any of them and any Registered Nurse covered hereby, which is in conflict with this Agreement.

It is not the intent of this provision to supersede or negate any mutually acceptable practice in effect at the signing of this Agreement or during its term. It is understood, however, that physical and/or economic changes may necessitate changes by the Hospital of such practices. The Union reserves the right to question the reasonableness or justification of any such change that adversely affects Registered Nurses through the grievance procedure. The Hospital will supply the Chief Professional Rights & Responsibility Representative one copy of current Nursing Department policies, and will provide two copies of new or revised policies for (1) permanent record, and (2) copy to be sent to Local Office if desired.

ARTICLE 2:

WAIVER

The Hospital and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right except by mutual agreement, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject matter referred to or covered in this

Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, unless such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 3:

RECOGNITION OF THE UNION

Pursuant to and in accordance with the applicable provisions of the National Labor Relations Act (Public Law 93-360) the Hospital does hereby recognize the Union as the sole exclusion representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all Registered Nurses of the Hospital as specified in the certification of Bargaining Unit. Such notice of certification is herein reproduced as Appendix A of this Agreement. It is hereby agreed that all temporary Registered Nurses and Registered Nurses on a casual classification shall be excluded from the bargaining unit. Temporary and casual Registered Nurses are to be used to supplement or cover during absence of unit Registered Nurses and not to replace unit Registered Nurses.

ARTICLE 4:

RECOGNITION OF THE HOSPITAL'S RIGHT TO MANAGE

The Union recognizes and agrees that the Hospital retains the sole right and responsibility to manage and operate the Hospital in all respects and as to all matters in connection with the exercise of such rights, subject only to the Registered Nurse's right to grieve, in accordance to the procedures later provided in this Agreement, if action taken by the Hospital may be claimed, reasonably and sensibly, to be contrary to this Agreement.

All management rights and functions except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Hospital. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include but are not limited to, 1) full and exclusive control of the management of the Hospital, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; 2) the right to determine the work to be done and the standards to be met by Registered Nurses covered by this Agreement; 3) the right to change or introduce new operations, methods, processes, means or facilities and the right to determine whether and to what extent work shall be performed by Registered Nurses; 4) the right to hire, establish, and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off Registered Nurses, consistent with other provisions of the Agreement; 5) the right to determine the qualifications of Registered Nurses and to suspend, discipline, & discharge Registered Nurses for just cause and otherwise to maintain an orderly, effective and efficient operation.

ARTICLE 5:

ROLE OF THE NURSE

Flint Osteopathic Hospital and the Registered Nurses as a professional group share the common goal and the common responsibility of providing to our patients nursing care which is consistent with the scope of registered nursing as defined by statute. Modern hospital operations require that various ancillary personnel and services are needed to assist the Nurse in reaching this objective.

The parties agree that the Nurse must and shall have authority commensurate with her responsibility for directing the work of this ancillary nursing personnel. It

is understood that nursing duties and ancillary nursing duties overlap. The Nurse is responsible for delegation and assignment of duties to ancillary personnel to ensure their efforts are utilized in the most efficient and effective manner.

In order to free the Registered Nurse for her primary responsibility of patient care, the parties agree that the required ancillary services shall be provided by the employees of the appropriate ancillary departments whenever possible.

The Hospital will make every reasonable effort to adopt suitable policies so that the nursing personnel can be fully utilized in providing patient care.

The Hospital shall administer the work rules and management rights inherent in this contract in a fashion that is consistent with the scope of nursing practice, legal aspects of nursing practice, public recognition of the significance of nursing practice to health care, and the implications for nursing practice of trends in health care.

ARTICLE 6:

UNION SECURITY

As a condition of employment all Registered Nurses hired after the execution date of this contract shall on the 31st day of employment pay to the Union the initiation fee and regular dues uniformly required of members to the extent such may be required by law. Registered Nurses employed on the date of execution of the contract shall not later than the 31st day after the execution of the contract commence to pay to the Union the regular dues uniformly required of members to the extent such may be required by law.

No Registered Nurse shall be required to join or continue membership in the Union. There shall be no distinction or discrimination based upon membership status.

**ARTICLE 7:
UNION DUES CHECKOFF**

Registered Nurses may submit to the Hospital a written authorization to deduct from wages and pay to the Union the regular initiation fee and dues uniformly required of members. Such form shall not contain any designation of membership status or application therefore and shall be dated after the effective date of this contract. The Hospital shall provide such forms to the Registered Nurse.

The Hospital shall remit all deductions to the Union by the tenth (10th) of the succeeding month after such deductions are made. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them.

Registered Nurses who change job status by leaving the bargaining unit or who anticipate leave of one (1) calendar month or more may seek inactive status as specified in the Union memorandum at the back of the contract.

This form is to be used for Registered Nurses hired after execution date of the Agreement.



CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____ hereby authorize and direct my Employer
(Print Name)
 every month to deduct from my wages all initiation fees, reinstatement or reinstatement fees, membership dues and uniform assessments
 as required by Teamsters Local Union No. _____ or its legal successor. I further authorize and direct that these monies so
 deducted be turned over each month to the Secretary-Treasurer of Teamsters Local Union No. _____

This authorization and assignment shall be irrevocable for a period of one year or until the termination of the applicable collective
 bargaining agreement, whichever occurs first, and shall thereafter be automatically renewed for successive periods of one year or until
 the termination of the applicable collective bargaining agreement, whichever occurs first, unless written notice is given by me to
 my Employer and the Union at least 45 days but not more than 60 days prior to the expiration of each one year period or of the
 applicable collective bargaining agreement, whichever occurs first.

This authorization and assignment is made pursuant to Section 302 of the National Labor Relations Act, as amended, and is in full
 force and effect to the extent permitted by the Act.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Original to Employer

L-3074—Printed in U.S.A.



Copy to Local Union

The Union shall indemnify and hold the Hospital harmless against any and all demands, claims, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Hospital in making payroll deductions as herein provided, or in complying with the Union Security or Union dues checkoff of the Agreement.

ARTICLE 8:

UNION REPRESENTATION

Registered Nurses covered by this Agreement shall be represented by Professional Rights & Responsibility Representatives, the jurisdiction of which is set out below. There shall be one Professional Rights & Responsibility Representative and two alternate Professional Rights & Responsibility Representatives for each shift. There shall be a Chief Professional Rights & Responsibility Representative in addition to the shift Professional Rights & Responsibility Representatives. Professional Rights & Responsibility Representative meetings shall be scheduled in such a manner as to maintain efficient operation of the Hospital.

At the time of her designation, a Professional Rights & Responsibility Representative or alternate shall have completed her probationary period and is usually assigned to the shift she is designated to represent.

The names of the Professional Rights & Responsibility Representatives and alternate Professional Rights & Responsibility Representatives shall be certified to the Hospital by the Union in writing promptly after their designation and the Hospital shall not be obliged to meet with Professional Rights & Responsibility Representatives or representatives other than those certified in writing by the Union to the Hospital. The Professional Rights & Responsibility Representative or alternate from one group shall have no authority as representative or Professional Rights & Responsibility Representative for any Registered Nurse in any other group, unless there is no Professional rights & Responsibility Representative or alternate on duty from

the aggrieved group and unless the Chief Professional Rights & Responsibility Representative is not on duty.

The Professional Rights & Responsibility Representatives during their working hours without loss of time or pay may investigate and present grievances to the Hospital upon having received permission from their supervisor to do so. The Supervisor will arrange to release the Professional Rights & Responsibility Representative from her unit for Union business in a reasonable time. The privileges of such Professional Rights & Responsibility Representatives leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances in this Hospital and will not be abused. All Professional Rights & Responsibility Representatives will perform their regularly assigned work at all times except when necessary to leave their work to handle grievances as provided herein.

Registered Nurses serving on the Union Professional Rights & Responsibility Committee shall not be paid by the Hospital; however, time spent on approved union business shall be credited toward hospital service and seniority and benefits shall accrue for those hours credited under this paragraph.

The Hospital will schedule a mutually acceptable time for all new Registered Nurses to meet with the Chief Professional Rights & Responsibility Representative during their orientation period. This meeting will be up to a thirty (30) minute duration. The Chief Professional Rights & Responsibility Representative will get 2 days/month release time paid by the Hospital. The Hospital will pay the Chief Professional Rights & Responsibility Representative for one day per week for time spent in labor contract negotiations.

The Chief Professional Rights & Responsibility Representative shall work first shift. The Chief Professional Rights & Responsibility Representative shall be provided with office space for the purpose of conducting Union business as requested provided such request is reasonable.

ARTICLE 9:

SPECIAL CONFERENCES

Special conferences of important matters concerning the administration of the Agreement will be arranged between the Chief Professional Rights & Responsibility Representative of the Union and the Hospital, or its designated representative upon request of either party, provided that mutually acceptable arrangements as to the time and place can be made. Such meetings shall be between two representatives of the Hospital and two representatives of the Union. Arrangements for each special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters to be taken up in a Special Conference shall be confined to those included in the agenda. The members of the Union shall not lose pay for time spent in special conferences. There shall be no more than two such Special Conferences in any one month unless mutually agreed. The Union representatives may meet at the designated meeting place on the Hospital's property for one half hour preceding the conference.

Either side may, at its own expense, bring to such conference a person or Registered Nurse who has special knowledge or information regarding the conference subject. Such person shall be present in a resource capacity and shall not participate in discussion or be a member of either team.

In the event it is determined in the Special Conference that a matter under consideration involves negotiation of new contractual matters, or interpretation of intent of a particular clause in the contract, such shall be referred to the respective negotiating teams for consideration consistent with the Waiver Clause.

**ARTICLE 10:
GRIEVANCE PROCEDURE**

Statement of Purpose:

The parties intend that the grievance procedure shall serve as a means for the settlement of disputes as they arise concerning the interpretation or application of this Agreement.

The parties seek to secure at the earliest level possible, equitable resolutions of grievances of nurses or groups of nurses. Both parties agree that proceeding under this Article shall be kept as informal and confidential as may be appropriate.

Definitions:

- 1). A "grievance" is defined as a complaint by a nurse or group of nurses based upon an event, condition or circumstance under which a nurse works, allegedly caused by a violation of any provision of this Agreement.
- 2). The term "days" under this Article shall mean calendar days, excluding Saturdays, Sundays and holidays.
- 3). Time limits contained in this Article may be extended by mutual written agreement.

Step 1: The Registered Nurse with or without the Union Professional Rights & Responsibility Representative shall take up the grievance or dispute with the Registered Nurse's Nurse Manager within three (3) days of the date of the occurrence of the facts giving rise to the grievance or the Registered Nurse's knowledge of their occurrence. If the grievance cannot be resolved on an immediate basis it shall be reduced to writing and presented to the Nurse manager. The

Nurse Manager shall respond in writing to the Professional Rights & Responsibility Representative within three (3) days.

Step 2: If the Step 1 answer is unacceptable, the grievance may be presented in writing to the Vice President-Nursing Services or her designee within five (5) days after the response of the Nurse Manager is due or given, whichever date is earlier. The Vice President-Nursing Services or her designee shall respond in writing to the Union within five (5) days.

Step 3: If the Step 2 answer is unacceptable, the grievance may be presented by the Union to the Vice President-Human Resources or his representative within five (5) days. The Vice President-Human Resources or his representative will schedule with the Union a mutually convenient date, time, and location for such presentation and shall respond in writing to the Union within five (5) days of the presentation.

TERMS & CONDITIONS OF THE GRIEVANCE PROCEDURE

If the Union does not submit the grievance to the next appropriate step of the grievance procedure within the prescribed time limit, the grievance shall be considered settled on the basis of the Hospital's last answer. The limitations of this paragraph shall not apply where the Union representative is unavailable to process the grievance due to exceptional or extreme circumstances. All time limits provided in the grievance procedure may, by mutual agreement, be extended. Such mutual agreement must be in writing.

A Registered Nurse who loses time from her working hours in the manner provided for in this Article shall do so without loss of time or pay provided such time is not abused.

A Professional Rights & Responsibility Representative or alternate Professional Rights & Responsibility

Representative in the absence of the Professional Rights & Responsibility Representative or Chief Professional Rights & Responsibility Representative will be granted the necessary and reasonable amount of time off during normal working hours without loss of time or pay for the purpose of investigating and processing grievances in the manner provided for in this Article.

Such Union representatives and other Registered Nurses shall receive permission from their immediate supervisor to leave their work and shall report back to their immediate supervisor when their part in the grievance handling has been completed.

The hospital shall not be liable on a grievance claiming back wages or other financial reimbursement for the period prior to thirty (30) calendar days prior to the time the grievance is submitted as provided in Step 1 of the grievance procedure, or as properly submitted at a higher step of the grievance procedure.

Only extremely urgent grievance matters will be processed immediately. Such urgent matters would be those where the Registered Nurse has a fear for her personal health and safety or where irreparable harm would occur if the grievance is not processed immediately. In such instances, the Registered Nurse shall notify her supervisor that she has a grievance and give sufficient facts so that the Nurse Manager may judge the urgency of the matter. Where the grievance warrants immediate action, the Professional Right & Responsibility Representative will be notified by her Nurse Manager who will have been notified of the need for the Professional Rights & Responsibility Representative by the Nurse Manager of the aggrieved Registered Nurse.

At Steps 1, 2 and 3 of this procedure, the Union, the Registered Nurse or the Hospital representative shall sign receipt of the grievance or answer. The representatives shall set a time and place for hearing the grievance within five (5) days, except as mutually agreed otherwise. The time limit for the Hospital

representative to answer the grievance shall be measured from the date of the hearing.

ARTICLE 11:

ARBITRATION

Section 1: Submission to Arbitration

A grievance as defined in this Agreement which remains unsettled after Step 3 of the Grievance Procedure and is within the jurisdiction of the arbitrator, may be submitted to arbitration by the Union giving written notice to the Vice President of Human Resources and the Federal Mediation and Conciliation Service within the fifteen (15) day period following the Step 3 answer from the Vice President of Human Resources. If no such notice is given, the grievance shall be considered settled on the basis of the Step 3 answer.

Section 2: Selection of Arbitrators

The selection of an arbitrator shall be made under the rules and through the administration of the Federal Mediation and Conciliation Service.

Section 3: Terms and Conditions of Arbitration

The arbitrator shall have no authority to add or subtract from or otherwise modify any of the terms of the Agreement.

Except as otherwise provided and limited by this Agreement, no grievance claiming back wages shall exceed the amount of wages the Registered Nurse otherwise would have earned less any remuneration or payment she may have received during any period of suspension from employment with the Hospital. Nor shall relief be granted for any period between the first date the arbitrator is available and the dates of the actual hearing, but only where the first available date is rejected by the Union except when such rejection is

caused by an Act of God or a death in the family of the grievant.

Employees called by the Hospital or Union to testify during an arbitration hearing shall do so without loss of time or pay.

Arbitration hearings shall be conducted on the Hospital's premises if space is available unless the Union objects.

The Arbitrator's decision when made in accordance with his jurisdiction and authority established by this Agreement shall be final and binding upon the Hospital, the Union and the Registered Nurses or Registered Nurse involved.

The arbitration hearing except as otherwise provided in this Agreement or as agreed to between the Hospital and the Union shall be governed by the Labor Arbitration Rules of the Federal Mediation and Conciliation Service.

The fees and expenses of the arbitrator shall be shared equally by the Union and the Hospital.

ARTICLE 12:

ACCESS TO THE HOSPITAL PREMISES

The Hospital and the Union agree that approved representatives of the Union shall have reasonable access to the Hospital premises to conduct business relating to the administration of this Agreement which shall be limited as follows.

Notification of the time, date and purpose of such a business meeting shall be given to the Vice President of Human Resources or his representative prior to such meeting.

The said approved Union representatives including the Professional Rights & Responsibility Representatives shall not enter the Hospital except on such union

business, in an employment capacity or as a private citizen in the normal use of the Hospital facilities.

ARTICLE 13:

NO INTERFERENCE

There shall be no cessation or stoppage of work, boycott, demonstration or lockout during the term of the Agreement.

The Hospital shall not, during the term of the Agreement, assist, recognize or contract with any other labor organization seeking to represent any Registered Nurses included in the bargaining unit covered by this Agreement.

All disputes shall be resolved by recourse to appropriate procedures under this Agreement or under the law where applicable.

No person in this unit shall be required to perform the work of employees of another unit on lawful strike, except in cases of emergency or instances involving direct patient care.

ARTICLE 14:

DISCIPLINE & DISCHARGE

Disciplinary action shall include the following:

- Verbal Warning
- Written Reprimand
- Suspension
- Discharge

If the Hospital has reason to formally discipline a Registered Nurse, it shall be done in an area away from other employees, patients or the public, within a seven (7) calendar day period of the supervisor's knowledge of the incident giving rise to the discipline. A Registered Nurse will be offered the opportunity to be

represented by her Professional Rights & Responsibility Representative at any time during the disciplinary procedure.

The Hospital agrees to promptly notify a disciplined Registered Nurse's Professional Rights & Responsibility Representative of such discipline. Notice shall be in writing. A copy shall be sent to Local 332. A discharged or suspended Registered Nurse shall, if so instructed, immediately leave the work area and shall not return. The Registered Nurse will be allowed to discuss her discharge or suspension with her Professional Rights & Responsibility Representative for a reasonable period of time before leaving the Hospital. The Hospital will make an area available for such discussion. The Union may file a grievance concerning a discharge or suspension starting at the third (3rd) step of the grievance procedure. The grievance must be filed within five (5) days of the discharge or suspension. Suspensions will be consecutive work days.

The Hospital may review all disciplinary action and in consideration of the Registered Nurse's record and Hospital discipline policy adjust such discipline. If the discipline is increased, the Registered Nurse will be notified in writing of such and the reasons for such action. Such increase itself shall be subject to grievance. No discipline may be increased after three (3) days from the date of the original discipline except the three (3) day period may be extended by mutual agreement.

For progressive discipline and discharge purposes, the last level of discipline given will be deemed reduced by one (1) level if twelve (12) or more months have passed without a further disciplinary incident. For each additional twelve (12) months without a further disciplinary incident, the last level shall be deemed reduced by one (1) additional level.

ARTICLE 15:

SENIORITY AND HOSPITAL SERVICE

Section 1: Seniority

Seniority is defined as the Registered Nurse's continuous service with the Hospital in the bargaining unit since her last date of hire. Registered Nurses shall accrue seniority on the basis of hours paid.

Section 2: Seniority List

The Hospital shall quarterly furnish a seniority list to the Union. The list shall contain the Registered Nurse's name and Seniority Hours. Such lists will be up to date as of the nearest pay date prior to the end of the calendar quarter and furnished to the Union as soon after such dates as practical. This list shall be effective for all purposes for 90 days.

Section 3: Hospital Service

Hospital Service is the Registered Nurse's length of continuous service with the Hospital since her last date of hire. Continuous service is employment uninterrupted by resignation or discharge not subsequently reversed. A Registered Nurse shall have one (1) year of Hospital Service for each 2,080 hours credited. Hospital Service shall be reported as a date and/or in terms of hours. Hospital Service shall accrue while Registered Nurses are drawing Hospital-provided sickness and accident insurance benefits. All hours paid shall apply to Hospital Service except that overtime shall be credited on a straight-time basis.

Section 4: Preferential Seniority of Union Representatives

Notwithstanding her position on the seniority list, the Chief Professional Rights & Responsibility Representative shall in the event of layoff, be continued at work as long as there is a job in the bargaining unit that she can perform after a

reasonable orientation period. If laid off, she shall be recalled to work the first open job which she can perform after a reasonable orientation period.

Section 5: Seniority Retention While Outside The Unit

Any Registered Nurse covered by this Agreement who is promoted or transferred to a non-union position shall not accumulate seniority while she works in the non-union position. If she is scheduled to return to the bargaining unit, her prior seniority shall be returned to her immediately and this seniority will be utilized for purposes of bidding on any posted position.

Any Registered Nurse covered by this Agreement that changes her status by converting to a casual position shall not accumulate seniority or hospital service time while she works in this status. If she returns to a full-time or part-time status, her prior seniority and hospital service time shall be returned to her after completing 1040 hours of service.

ARTICLE 16:

WORK FORCE REDUCTION & RECALL

The Hospital and the Union recognize that work force reductions and recalls vary in nature, scope and duration and may be affected by other conditions in existence at the time. For these reasons, the following guidelines for effectuating reductions and recalls are listed.

Section 1: Daily Work Force Reduction

When there is the need for a daily work force reduction, employees who have signed the book in the Staffing Office requesting cancellation will be deleted first. These cancellations will be made divisionally by shift and by job class seniority. There will remain on each patient care unit a reasonable number of employees who have the present ability to perform the care needed for the patient service type, e.g.,

chemotherapy certified for 2-West, pediatric knowledge for 2-East and Nursery. Temporary, casual and probationary employees who have completed orientation will be reduced next, divisionally. Any additional reduction shall be made in order of job class seniority by unit and by shift.

Employees who have come into work prior to the beginning of their regular scheduled shift will have first option in the event someone from their unit is to be sent home early by Staffing, due to decreased work load or declining patient census. Next consideration for leaving early will be given to employees who have signed the cancellation book located in the Staffing Office and have not been cancelled.

Employees cancelled from a regularly scheduled shift will be credited with regular hours missed for seniority and benefit accrual purposes, if during that pay period they have not been afforded the opportunity of making up such hours on their usual shift within their division.

Employees who feel they are too often or unfairly affected by day-to-day reductions may request a Special Conference through the Chief Professional Rights & Responsibility Representative as provided in the Special Conference provision of the Agreement.

Section 2: Temporary Work Force Reduction

For short-term periods, e.g., patient census declines during a holiday season due to a planned situation as closing a unit, short-term, for remodeling. Short-term reductions shall not exceed 30 days unless by mutual agreement. The employees will be considered a divisional float staff.

Section 3: Long-Term Work Force Reduction

When the size of the work force is to be reduced, seniority Registered Nurses shall be laid off in the inverse order of their Hospital Service seniority provided those who remain shall have the ability to

perform the necessary work with a 30-day training period.

When the size of the Hospital's work force is to be increased after a reduction in work force, Registered Nurses shall be recalled in Hospital Service seniority order. No new Registered Nurses shall be hired until all Registered Nurses on layoff have been recalled. Such recall rights shall be for a period of two years or the period of seniority, whichever is shorter.

Notice of recall shall be given at the Registered Nurse's last address of record with the Hospital Personnel Department. Notice shall be given in person, by telephone or by mail, provided that notices given in person or by telephone shall be confirmed in writing. The Union shall also be advised in writing of such recalls. A Registered Nurse failing to report for work by the start of her shift on the fourth scheduled day of work following notification of recall shall be considered a voluntary quit unless she requests in writing and receives permission in writing to report at a later date due to exceptional circumstances.

ARTICLE 17:

LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT

A Registered Nurse shall lose all seniority, her name shall be removed from the seniority list and shall cease to be an employee of the hospital in any of the following events:

1. She quits.
2. She retires, or she is retired from the Hospital's employment.
3. She is discharged for proper cause.
4. She is absent from work (without notification) for three (3) successive workdays (successive work days being understood to include work days surrounding

a period of scheduled time off, but not to include the period of such time off itself). Notification does not constitute permission to be absent.

5. She is laid off for a period of two (2) years or length of service, whichever is shorter.
6. She gives false reason(s) for obtaining a leave of absence.
7. She accepts employment elsewhere while on a leave of absence (other than military service), or she becomes self-employed for the purpose of making a profit during a leave of absence.
8. She fails to report for work on her first work day after a leave of absence.
9. She is on sick leave of absence for a period of two (2) years or the period of her seniority, whichever is shorter.
10. She fails to respond to a certified letter within four (4) working days as provided in Article 16.

However, if a Registered Nurse falls within situation "4" or "8" above, and she substantiates to the satisfaction of the Hospital Administration the reasons for her absence from work under #8 or her failure to notify under #4 she shall be reinstated. The Hospital's determination that a Registered Nurse's seniority shall not be reinstated may be appealed directly to arbitration.

ARTICLE 18:

SHIFT ASSIGNMENTS AND OPENINGS

Section 1: Shift Assignments

Registered Nurses shall be assigned as first , second or third shift Registered Nurses. They shall retain regular assignment to their usual shift until such time as the

individual Registered Nurse bids for and receives a shift change.

Section 2: Bargaining Unit Openings

All Bargaining Unit Openings shall be posted for seven (7) days. The Hospital may fill the job from within the bargaining unit, or if no qualified bids are received, may during the next thirty (30) days hire from outside. The Hospital may determine at any time during or following the posting period that the opening not be filled. Job postings shall contain the number of openings, the usual assigned shift and the usual assigned unit. Registered Nurses may request assignment to a shift or unit other than the one to which they are assigned by bidding for an opening during the posting period.

Registered Nurses shall be assigned to the opening for which they bid based on seniority and relative ability to perform the job as judged by the Hospital. Registered Nurses who place a bid on a posted position may withdraw the bid up to seven (7) days following the interview. A Registered Nurse who successfully bids for a position in ICU, CCU, OR or L&D may not bid again for twelve (12) months following notification of the successful bid: a Registered Nurse who bids successfully for a position in any other unit may not bid again for nine (9) months following notification of the successful bid. These time limits do not apply for intra-unit transfers. All transfers will be made in a timely manner. At the end of three (3) months, if the transfer has not occurred, the Nurse may have a personal review with the Staffing Office of the circumstances and status. At that time, the Nurse shall either confirm her status or withdraw her bid. A successful bidder who declines the position after notification of selection may not bid for another position for three (3) months. An unsuccessful bidder may request the reason for the unsuccessful bid from the supervisor who made the selection. Successful bids will be posted.

Registered Nurses who express an interest in a particular Nursing Unit may request arrangement for such exposure to that unit through her Director of

Nursing. The employee will not be compensated by the Hospital for such time, and the exposure will take place during the employees' time off. Requests will be processed in the order they are received.

Registered Nurses shall be assigned to a usual work unit or to the float staff. The Hospital shall determine the size of the float staff and, from time to time, shall make such adjustments as it feels necessary.

Registered Nurses assigned to a usual work unit shall retain assignment to that work unit until the individual Registered Nurse successfully bids for change or until the needs of the Hospital require temporary reassignment.

Section 3: Assignment and Reassignment

Where a daily inter-unit intra-division temporary reassignment is necessary, the Hospital shall determine the availability for reassignment based first on the relative ability of the Registered Nurse to perform the job. Relative ability being substantially the same, reassignment shall be made as follows: casual R.N., temporary R.N., R.N. working outside the posted schedule and then seniority.

For short-term periods (e.g., for replacement of R.N.'s on leaves of absence or due to resignation) where temporary reassignment is necessary due to the need for a core of staff knowledgeable in the patient service type, reassignment shall be intra-unit. Again, the Hospital shall determine availability for reassignment based on the relative ability of the Registered Nurse to perform the job and seniority. Such reassignment shall not exceed 21 calendar days, except with the consent of the affected R.N. Should temporary reassignment still be necessary for the reason indicated, further reassignment shall be made based on the same selection criteria from the remaining R.N.'s on the unit.

An R.N. may trade shifts with an R.N. within the same patient care unit providing:

1. The Employees involved are of the same status and working in the same unit.
2. The trade is mutually agreed upon between the employees involved and requested in writing ten (10) days in advance, approved by the Hospital in accordance with departmental rules.
3. The trade will not be for less than two (2) weeks nor greater than six (6) months.
4. The alteration of the involved employees' schedules will not result in additional expense to the Hospital.
5. If there is no Registered Nurse from the same patient care unit, but there is a Registered Nurse from the same division that is interested in making the trade, the Hospital will consider this request.
6. When an R.N. is unable to get another R.N. to trade with her, the Hospital will consider individual requests for a temporary shift change.

ARTICLE 19:

EMPLOYEE DEFINITIONS

Section 1: Probationary Registered Nurse

A Registered Nurse shall be considered to be on probation and she shall not be entitled to any seniority until she has completed 520 hours of straight time employment, measured from her first day of work for the Hospital after her most recent hiring as a Registered Nurse. In the case of a Graduate Nurse, the probationary period will begin upon receipt of their licensure by the State of Michigan.

The Hospital shall have no obligation to re-employ a Registered Nurse who is laid off or terminated during her probationary period. If a terminated Registered Nurse is later re-hired by the Hospital, she shall begin a new probationary period. If a laid off Registered Nurse is later recalled by the Hospital, she shall begin a new

probationary period if she was laid off for a period equal to or exceeding her last period of employment.

The Union shall represent probationary Registered Nurses regarding wages, hours and working conditions, except that no matter concerning the discipline, layoff or termination of a probationary Registered Nurse shall be subject to the grievance and/or arbitration procedures. Probationary Registered Nurses may be assigned for job orientation and training to any shift or work assignment without regard to their lack of seniority. During orientation and for one month thereafter, a probationary Registered Nurse will not be reassigned unless necessary. After this period of time, the probationary Registered Nurse having no seniority will be reassigned before seniority Registered Nurses, providing she possesses the necessary qualifications.

Section 2: Full-time Registered Nurse

To be eligible for classification by the Hospital as a full-time Registered Nurse, the Registered Nurse must consistently be available to be scheduled eighty (80) hours per pay period. Both parties recognize, however, they may agree to establish scheduling variations which result in Registered Nurses being regularly scheduled less than eighty (80) hours per pay period while considering the employment status as full-time. Registered Nurses may be reassigned to cover the Hospital needs, 24 hours per day, 7 days per week. Reassignment shall be on a seniority basis consistent with Article 18. Registered Nurses classified as full-time who demonstrate an inability to perform on a full-time basis shall be terminated or reclassified to a part-time status provided a part-time opening is available.

Section 3: Part-time Registered Nurse

A Registered Nurse who is hired or retained on an intended permanent basis and normally scheduled 32 hours to 64 hours within a pay period. Part-time Registered Nurses may be reassigned to cover the Hospital needs 24 hours per day, 7 days per week. Reassignment shall be on a seniority basis consistent with Article 18.

Section 4: Temporary Registered Nurse

A Registered Nurse who is hired for an intended specific duration not longer than ninety (90) calendar days. The parties may mutually extend the temporary status of a Registered Nurse. There shall be only one such extension. Temporary Registered Nurses shall not accrue seniority or Hospital Service time, nor be eligible for any other benefits provided by this Agreement. A temporary Registered Nurse who is retained in a full-time or part-time status shall receive credit for time worked as a temporary Registered Nurse toward seniority and Hospital Service time.

Section 5: Casual Registered Nurse

A Registered Nurse who is called in as the need arises from day to day without definite expected future employment. Casual Registered Nurses shall not accrue seniority or Hospital Service time, nor retain seniority except as indicated in Article 15, Section 5. Casual Registered Nurses shall be paid an hourly wage and shall not qualify for any benefit otherwise provided by the Agreement. Casual Registered Nurses are expected to work at least two (2) days per month if needed and not more than six (6) days per month. During the period between June 15 and September 15, the Casual Registered Nurse can be utilized more hours providing no bargaining unit part-time Registered Nurse is available. Casual Registered Nurses' names and hours worked during the seniority period shall appear on the seniority list.

Section 6: Core Staff

Core Staff is defined as Registered Nurses who are working on their usual assigned patient care unit, during their usual assigned shift, who have the present ability to perform the care needed for that patient service type, e.g., chemotherapy certified for 2-West, pediatric knowledge for 2-East and Nursery, etc.

ARTICLE 20:

LEAVES OF ABSENCE

Section 1: Types & Rules

Leaves of absence for reasonable periods not to exceed the time limit specified for each respective type of leave may be granted. A Registered Nurse desiring a leave of absence shall file a written request with the Director of Nursing setting forth the reason for such leave of absence. Request for leave must be filed as soon as feasible, but not later than thirty (30) days prior to expected start of the leave. Where such notice is given, it will be answered in writing within ten (10) days. If the Registered Nurse substantiates to the satisfaction of the Director of Nursing that circumstances made it unreasonable to give such notice, a lesser period will be accepted. A leave of absence may be granted or denied by the Hospital at its discretion. The decision of the Hospital in denying a leave of absence shall be subject to the grievance procedure beginning at Step 2 of the grievance procedure. During such leave of absence, the Registered Nurse will not accrue Hospital Service time or seniority, nor be eligible for any payments for time off work, except as specifically provided for in each respective leave. Seniority and Hospital Service time earned prior to leave of absence shall not be lost and, upon return to work, the Registered Nurse shall begin to accrue additional seniority and Hospital Service time as of the date of return. Registered Nurses returning from leave of absence within sixty (60) days from the commencement of the leave will be returned to their usual job, shift and unit. If a request is made to the Director of Nursing prior to the end of this sixty (60) days, the usual job of the Registered Nurse may be held for an additional thirty (30) days based upon unexpected complications or unexpected circumstances in those situations where a definite return to work date can be established within the next thirty (30) days. Registered Nurses returning from a leave of absence more than sixty (60) days but less than one (1) year from the commencement of the leave of absence will be

returned to their usual shift. In the event an opening is not available on that shift, the least senior Registered Nurse on that shift shall be reassigned. After being on leave for one year, a Registered Nurse returning from leave shall be returned to an available opening.

Section 2: Maternity Leave

A pregnant Registered Nurse shall be granted a leave for not more than six (6) months following the date of delivery and the time required for placement in accordance with the following procedure.

When a Registered Nurse is aware of pregnancy, she shall report it promptly to her supervisor. When pregnant, an eligible Registered Nurse shall be placed on a leave of absence if,

1. She requests it.
2. Her physician recommends it.
3. Attendance or performance becomes unsatisfactory because of her pregnancy.

In every case, the Registered Nurse will be required to provide a statement from her physician setting forth:

1. The expected date of delivery.
2. Whether she may continue to perform her work assignments.
3. If so, for what period of time.

Seniority and Hospital Service shall not accrue during maternity leave.

Maternity leave may consist of a period of pre-disability, a disability period and a post-disability period.

To return to work, the Registered Nurse must apply in writing to the Staffing office. She must accompany her request to return to work with a statement from her physician that she is able to return to work.

If medical approval is obtained by the Registered Nurse, the Hospital will then have thirty (30) days to return the Registered Nurse to work.

Regardless of the time limits stated elsewhere in this Article, no maternity leave shall exceed a maximum of one (1) year.

Registered Nurses on maternity leave may continue Blue Cross or HMO coverage in the hospital group for the duration of their leave by paying the premium in advance directly to the Hospital.

Section 3: Adoption Leave

Upon request of a Registered Nurse, leave shall be granted for adoption of a child. Such leave shall not exceed one (1) year or a period equal to her seniority at the time the leave began, whichever is the shorter period.

Section 4: Unpaid Personal Leave

Registered Nurses requesting a leave of absence for personal reasons shall make application in writing to the Staffing Office. Oral request will be accepted in exceptional or extreme cases. Such leaves of absence will be granted upon approval of appropriate Hospital management (i.e., Department Head and Vice President-Human Resources). Personal leave of absence will be granted only if the schedule of the Hospital provides adequate coverage for the work of the department. The only exception to this shall be the case of critical illness in the immediate family. In considering request for personal leaves of absence, priority shall be given in the order that the requests are received, except that requests of an emergency nature that require a Registered Nurse's absence at a particular time in order to be of value shall be given top priority. It is understood that leaves will not be granted to take up other employment with another employer unless permission is granted in advance by the Vice President-Human Resources. It is the Hospital's desire to be reasonable in regard to allowing leave and expect the Union to be reasonable in regard to requests also.

Seniority and Hospital Service will not accumulate during such leave. A Registered Nurse who returns to work on or before expiration date of an authorized leave shall retain all seniority and Hospital Service accumulated prior to the date that such leave commenced. Personal leave shall not exceed thirty (30) days. Extensions may be granted by the Hospital.

Section 5: Educational Leave

Subsection A: Leave

Upon written application, a Registered Nurse with a minimum of two (2) years Hospital Service may be granted a leave of absence to pursue a full-time educational program in a Hospital-related field for up to two (2) years without the loss of employment status or benefits accrued as of the start of the leave. A Registered Nurse who successfully pursues the educational program for which the leave was granted shall, upon return to employment, be reinstated to service without loss of prior seniority and Hospital Service, and upon completion of six (6) additional months of Hospital Service, shall be credited with Hospital Service for the duration of the educational leave. The Employer will cooperate in planning work schedules for employees who are part-time students in the health care field.

Subsection B: Professional Improvement

If a Registered Nurse who has completed the probationary period desires to enroll in one or more courses at an accredited educational institution in the field of nursing or in courses which the Vice President - Nursing Services and the Vice President-Human Resources agree would aid her in the practice and performance of her service at the Hospital and will contribute to her professional growth, she may submit, in advance of commencing such course, a letter of application to the Vice President-Nursing Services for reimbursement of the cost of her tuition. The letter of application shall list the course or courses 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. Nationally recognized certification programs for Registered Nurses which are pertinent to the Hospital are considered eligible under the tuition reimbursement provisions. The Hospital shall have the right to approve or disapprove such requests.

Upon proof of satisfactory completion of the course or courses and of the amount expended for tuition, the full-time Nurse shall be reimbursed up to 75% for such expenses up to a maximum of \$750 per year and the part-time Nurse 37.5% up to \$375 per year, provided that the Nurse agrees in writing to remain a full-time or part-time Registered Nurse for a period equal to one (1) month (173 hours) for each \$100 tuition reimbursement received, and likewise agrees that if she leaves the Hospital's employment before that period, she will repay the educational course reimbursement for each month she is short of meeting the requirement.

Upon authorization made at the time of reimbursement, the Hospital may withhold money from the Registered Nurse's last check to help accomplish repayment.

Subsection C: Professional Meetings

The Hospital will encourage attendance by Registered Nurses at meetings when, in the opinion of the Hospital, attendance is likely to increase the competency of a Nurse in her professional capacity and, hence, benefit the Hospital.

Nurses desiring to attend professional meetings shall submit requests to the office of the Vice President-Nursing Services and a response shall be received within ten (10) days. When requests have been approved, Registered Nurses shall be given time off, without loss of pay, from normal scheduled work to attend such professional meetings and within the limitation of the Hospital's funds for Registered Nurse attendance at the professional meetings, may also be reimbursed for reasonable and necessary expenses incurred in such attendance.

Section 6: Union Business Leave

Subsection A: Union Office

Members of the Union elected or appointed to office within Local 332, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, shall be granted a leave of absence without pay for the duration of the service within the Union.

Subsection B: Union Conferences

Members of the Union elected or appointed by the Officers of Local 332 to attend conventions or educational conferences shall be allowed time off without pay to attend such conferences and/or conventions provided the request is made in writing at least five (5) days prior to the conference or convention.

Seniority and service time shall be granted for these. Consideration will be given for other union activities not covered by the above, and in those instances where the parties mutually agree, seniority and benefit accrual shall be granted.

Subsection C: Union Special Meetings

In the event or when a special meeting is called by Local 332 regarding Flint Osteopathic Hospital, the Chief Professional Rights & Responsibility Representative shall be allowed to attend without pay. A Union officer shall notify the Vice President-Nursing Services or the Vice President-Human Resources of the need for the Chief Professional Rights & Responsibility Representative. Notice shall be at least 48 hours. Hospital Service and seniority shall accrue for time spent in a special meeting under the terms of this paragraph.

Section 7: Public Office Leave

Leave shall be granted by the Hospital to a Registered Nurse elected to public office. Such leave shall not

exceed the term of the office. Such leave may be extended for like cause.

Section 8: Military Leave

Except as herein provided, the re-employment rights of Registered Nurses and probationary Registered Nurses shall be limited by applicable laws and regulations.

A Registered Nurse who is a member of the armed forces reserve or national guard and who loses time from work during her normal schedule of work to participate in annual military training or for service required as a result of a civil disorder or other temporary emergency shall be granted an excused absence from work, not to exceed two (2) calendar weeks in any one (1) calendar year. Such a Registered Nurse will be paid for the time lost at her hourly rate. Armed forces reserve or national guard base pay will be offset against such pay. Except as otherwise provided in this Agreement, such service shall be considered time worked. The Registered Nurse shall furnish the Hospital with written evidence of service and the amount of base pay she was eligible to receive. If a Registered Nurse receives vacation pay during a period of training or service, she shall not be eligible for the pay provided by this section for that period of time for which she received vacation pay.

Section 9: Medical Leave

Employees who become disabled due to illness or injury and who are unable to perform their normal job or other available and offered work at the Hospital may be granted a leave of absence for up to twenty-four (24) months or the length of their Hospital Service seniority, whichever is shorter. Extensions may be granted at the sole discretion of the Vice President-Human Resources.

Employees requesting such leaves shall furnish within three (3) working days of the last day worked: (a) a statement of illness or injury; (b) an attending physician's statement; (c) a supplementary attending physician's statement if an extension or further

information is requested; and (d) a medical information release form. The Hospital will furnish such forms to employees upon request. Employees who fail to furnish such information within the specified period shall be deemed absent without authorization.

Employees seeking to return from an approved medical leave must provide an appropriate written release from their attending physician three days in advance of actually returning to work.

The hospital may require that an employee requesting a medical leave, on a medical leave, or seeking to return from one, as the case may be, be independently examined at the expense of the Hospital by a physician of its choice.

Medical leaves will be approved or denied in accordance with the attending physician's statement or supplementary statement or the independent examination report, if one is obtained. If the independent examining physician and the attending physician do not agree, the opinion of a third physician may be required, to be paid by the Hospital. The opinion of this third physician shall be considered final and binding.

Medical leaves shall be unpaid leaves, except as otherwise provided in the sickness and accident benefit provision of this Agreement.

Medical leaves involving non-emergency or elective procedures shall be arranged thirty (30) days in advance. If the Registered Nurse substantiates to the satisfaction of the Director of Nursing that circumstances made it unreasonable to give such notice, a lesser period will be accepted.

ARTICLE 21:

VACATION LEAVE

Registered Nurses shall be eligible to use paid vacation leave following the completion of six (6) months (1,040

hours) of service. Vacation shall be earned annually based on the following schedule.

After one (1) year (2080 hours)
of Hospital Service

Full-time

Up to 96 vacation hours (twelve 8-hour days) accrued at the rate of 3.6923 hours for every eighty (80) hours straight time paid thereafter.

Part-time

Up to 80 vacation hours (ten 8-hour days) accrued at the rate of 3.0769 hours for every eighty (80) hours straight time paid thereafter.

After five (5) years (10,400 hours)
of Hospital Service

Full-time

Up to 136 vacation hours (seventeen 8-hour days) accrued at the rate of 5.2307 hours for every eighty (80) hours straight time paid.

Part-time

Up to 120 vacation hours (fifteen 8-hour days) accrued at the rate of 4.6154 hours for every eighty (80) hours straight time paid.

After ten (10) years (20,800 hours)
of Hospital Service

Full-time

Up to 176 vacation hours (twenty-two 8-hour days) accrued at the rate of 6.7692 hours for every eighty (80) hours straight time paid.

Part-time

Up to 160 vacation hours (twenty 8-hour days) accrued at the rate of 6.1538 hours for every eighty (80) hours straight time paid.

After twenty (20) years
(41,600 hours) of Hospital Service

Full-time

Up to 216 vacation hours (twenty-seven 8-hour days) accrued at the rate of 8.3077 hours for every eighty (80) hours straight time paid.

Part-time

Up to 200 vacation hours (twenty-five 8-hour days) accrued at the rate of 7.6923 hours for every eighty (80) hours straight time paid.

Registered Nurses who have not completed twelve (12) months of employment shall not receive any vacation pay upon termination regardless of notice given. Registered Nurses with more than twelve (12) months of employment, shall, upon termination, be paid accrued vacation leave.

No Registered Nurse may accrue paid vacation time in excess of twice her total annual accrual . No Registered Nurse shall be granted or allowed to take paid vacation prior to the actual accrual of such leave. A Registered Nurse shall be permitted to use all accrued vacation leave to date subject to the other provisions of this article.

Vacation shall be scheduled at the convenience of the Registered Nurse whenever possible. However, it shall be recognized that in the interest of adequate patient

care the Hospital reserves the sole right to extend vacation schedules to any time during the year, and it shall be the policy of the Hospital to schedule vacation over as wide a period as possible in order to eliminate the necessity of extra help. The Hospital retains the responsibility of providing vacation coverage for those approved vacation leaves.

Vacation schedules shall be prepared quarterly according to the following schedule:

Vacation Requests Due	Answered By	Months Covered
April 1-10	May 1	June, July, August
July 1-10	August 1	Sept, Oct., Nov.
October 1-10	November 1	Dec., Jan., Feb.
January 1-10	February 1	March, April, May

Vacation schedules shall be prepared on the basis of seniority provided requests are submitted within the above prescribed times. Vacation requests may be submitted after the above dates and will be considered in the sequence received and without regard to seniority.

Waiver of vacation shall not occur except upon written agreement of the Vice President-Human Resources and the Union in cases of economic hardship. In such case, the waiver shall not cause hours worked to be paid at premium or overtime rate.

If a day recognized by the Hospital as a holiday occurs during a Registered Nurse's vacation, she shall, if otherwise eligible for it, receive holiday pay and will not have that time off charged against accrued vacation time.

A Registered Nurse who otherwise would be on a temporary or short-term layoff with a definite return to work date shall first be placed on vacation leave until such leave is exhausted, at the Registered Nurse's

option. If the Registered Nurse is placed on an indefinite layoff, this option shall not be available and the Registered Nurse shall be paid accrued vacation time. An indefinite layoff for purposes of this paragraph shall mean a layoff without a definite return to work date which can reasonably be expected to exceed 90 days.

Vacation period shall be no less than five (5) leave days unless special approval is received.

Registered Nurses shall be paid at their current straight time base rate while on vacation. Shift premium shall not apply to vacation pay.

Advance vacation pay will be issued the last regular pay day before the vacation period. Written request for vacation pay advances must be given by the last day of the pay period for the pay day on which the advance is desired. Registered Nurses who do not request advance pay will be paid on each regular pay day.

ARTICLE 22

PAID PERSONAL LEAVE

Full-time Registered Nurses who have completed their probationary period shall be credited sixty-four (64) hours paid personal leave per year. Credit shall be given for thirty-two (32) hours in March and thirty-two (32) hours in September provided the Registered Nurse worked during the six (6) month period immediately preceding March or September. This paid personal leave shall be pro-rated for new Registered Nurses upon completion of their probationary period. Such time may be used for such legitimate purposes as short-term illness, doctor or dentist visits, attending funerals and necessary family or personal business. Requests for personal leave shall be made a minimum of fourteen

(14) calendar days prior to the time that the personal leave is to be used and will be answered within five (5) days of submission of the request. If the Registered Nurse substantiates that circumstances made it unreasonable to give such notice, a lesser period will be accepted. Personal leave, if not used, may be accumulated to a maximum of one hundred sixty-four (164) hours. A Registered Nurse may cash out personal hours in excess of one hundred (100) but less than one hundred sixty-four (164) at 100%. Upon termination, a Registered Nurse giving fourteen (14) days notice will be paid all personal time actually earned as of the date of termination at 50%.

A part-time Registered Nurse who has completed her probationary period who works during the six (6) months prior to the first payroll period in March, and succeeding anniversaries, shall be credited with sixteen (16) hours in March; a Registered Nurse who has completed her probationary period who works during the six (6) months prior to first payroll period in September, and succeeding anniversaries, shall be credited with sixteen (16) hours in September. A part-time Registered Nurse who fails to work in the six-month period prior to allocation of paid personal time shall not be entitled to personal hours in the succeeding six-month period.

ARTICLE 23:

FUNERAL LEAVE

The intent of Funeral Leave is to provide the Registered Nurse time off from scheduled work days to attend the funeral of certain relatives without loss of income, but limited as follows. Registered Nurses will be allowed up to a maximum of three (3) eight (8) hour working days off with pay at their base rate of pay as funeral leave for death in the immediate family. Immediate family is to be defined as mother, father, brother, sister, son,

daughter, spouse, step-child, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. Said paid funeral leave will be for scheduled work days only and is limited to the day of death through the day following the funeral. The schedule as posted at the time of the request shall govern. Evidence of attendance at the funeral may be required. In conjunction with and in addition to paid funeral leave, a Registered Nurse may request unpaid personal leave, paid personal leave or vacation leave where circumstances would reasonably require additional time away from the job.

Paid or unpaid leave or vacation leave may be used for the funerals of other close relatives.

ARTICLE 24:

JURY DUTY AND COURT TIME

Section 1: Jury Duty

Any full-time Registered Nurse who is called to and reports for jury duty shall be paid the difference between eight (8) hours pay at the Registered Nurse's regular straight time rate and the amount paid by the court for each full day served. Where the court recognizes a half day served, the Hospital will pay the difference between four (4) hours pay at the Registered Nurse's regular straight time rate and the amount paid by the court. Registered Nurses receiving the four (4) hours pay provided above may, at their option, work the remainder of their scheduled shift. The above applies only to those days the Registered Nurse would have been regularly scheduled to work and is unavailable because of jury duty. The Hospital's obligation to pay a Registered Nurse for performance of jury duty under this section is limited to a maximum of thirty (30) days in any calendar year. In order to receive payment under this section, a Registered Nurse

must give the Hospital prior notice that she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which she claims such payment. The provisions of this section are not applicable to a Registered Nurse who, without being summoned, volunteers for jury duty. Notwithstanding the above, employees on jury duty may work their regularly scheduled shift and keep whatever jury pay they receive from the court as additional pay. Employees who work their regularly scheduled shift on any day for which they are also paid full or half-day jury pay by a court shall be deemed to have elected this option.

Section 2: Court Time

Time spent in court by a Registered Nurse at the request of the Hospital or arising out of her responsibility to the Hospital, shall be considered time worked and the Hospital will pay the difference between what the Registered Nurse receives from the court and what she would have received for working her regular shift. A Registered Nurse who appears in addition to working her regular schedule shall be compensated over eight and one-fourth ($8\frac{1}{4}$) hours at one and one-half ($1\frac{1}{2}$) times the base hourly rate.

ARTICLE 25:

HOLIDAYS

The following are paid holidays for all permanent full-time Registered Nurses who have completed their probationary period.

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	December 24th
Independence Day	Christmas Day

The holiday shall be observed and paid on the calendar day on which it falls. The holiday shall be that consecutive twenty-four (24) hour period starting with the third shift the eve of the holiday.

Registered Nurses shall be expected to work on holidays as necessary for reasonable staffing of the Hospital or work area. It is generally necessary to schedule Registered Nurses at least 50% of the holidays. It is the intent of the Hospital to equitably spread holiday work assignments. The Hospital will attempt to schedule Registered Nurses not more than two (2) of the four (4) summer holidays and not more than two (2) of the four (4) winter holidays. Where, in the judgement of the Hospital, such scheduling would not provide adequate patient care, the Hospital shall not be obligated to meet this scheduling practice.

Each permanent full-time Registered Nurse, other than Registered Nurses on layoff or on any unpaid leave, shall receive eight (8) hours pay for each holiday at her base rate of pay provided the Registered Nurse meets all other eligibility requirements. A Registered Nurse who works on a holiday will be paid for the time worked at one and one-half ($1\frac{1}{2}$) times her hourly rate of pay. In addition to the premium rate, the Registered

Nurse who works on a holiday shall receive eight (8) hours holiday pay provided she works a full eight and one-fourth (8¼) hours on such holiday.

Any employee working an unscheduled holiday for which less than four (4) hours advance notice to report is given shall be paid double time for unscheduled hours unless such short advance notice is a result of a condition arising out of unforeseen circumstances or an Act of God.

Registered Nurses who are absent without authorization their last scheduled work day prior to or their first scheduled work day following the holiday shall forfeit all pay for that holiday.

Registered Nurses who are absent without authorization on a holiday on which they are scheduled to work shall forfeit all pay for that holiday.

Registered Nurses who are on unpaid leave shall not be eligible for holiday pay.

ARTICLE 26:

INSURANCE BENEFITS

Section 1: Health Insurance

All full-time Registered Nurses shall be entitled, at their option, to become members of the Hospital Blue Cross Blue Shield Group (MVF-2 with prescription certificate) subject to the normal acceptance and maintenance regulations. The Hospital shall assume the cost of such coverage up to and including full family semi-private rates. Registered Nurses on leave may choose to remain in the Hospital group up to twelve (12) months provided they pay the Hospital the monthly premiums as they become due. Any part-time Registered Nurse who is regularly scheduled four (4) days (32 hours) per

pay period shall be entitled, at her option, to become a member of the Hospital Blue Cross Blue Shield Group subject to all other normal acceptance and maintenance regulations and further provided the Registered Nurse pay the applicable premium amount as defined elsewhere in this section on page 47.

In the event of the enactment of National Health Insurance during the term of this contract, the employer shall not be obligated to continue the above Blue Cross Blue Shield insurance coverage which is a duplication of benefits provided under National Health Insurance. The parties agree to negotiate implementation of this principle following enactment of such legislation.

The employee, at her choice, may select coverage with Health Plus (HMO) or Blue Care Network HMO rather than the above Blue Cross coverage. The employee who selects an HMO will be responsible to pay any premium which exceeds the Blue Cross premiums.

Prescription drug co-payment will be \$5.00

New hires and enrollees after January 18, 1985, will be enrolled in a separate medical and hospitalization plan if they are otherwise eligible for medical and hospitalization coverage under this article. The new plan shall be identical to the above plan, but shall include a \$100 in-hospital deductible (IHD) rider which shall be waived, however, with respect to hospitalization claims involving this Hospital. Subject to the reimbursement provisions set forth below, the Hospital will pay ninety (90%) percent of the applicable premium with the remaining ten (10%) percent being paid by the employee through payroll deduction. Employees employed as of January 18, 1985, are not subject to the ten (10%) percent co-payment provisions.

Effective in 1985, employees who during the period April 1 through March 31 and subsequent anniversaries incur no hospitalization claims or no foreign hospitalization claims, as defined below, will be reimbursed for premiums paid by them pursuant to the above section. Employees who, during the period April 1 through March 31 and subsequent anniversaries, incur foreign hospitalization claims less than the premiums paid by them during that period pursuant to the above section will be reimbursed for the difference.

The term "foreign hospital claims" is defined as claims for services at a hospital other than Flint Osteopathic Hospital. Excluded, however, are foreign hospitalization claims resulting from an emergency which could not reasonably be handled by Flint Osteopathic Hospital and foreign hospitalization claims for services not reasonably available at Flint Osteopathic Hospital.

Employees may, prior to incurring a foreign hospitalization claim or within thirty (30) calendar days thereafter, request in writing written confirmation of whether the claim is a foreign hospitalization claim as defined above. Employees requesting such confirmations shall, upon request, provide such information or execute such medical information releases as may be reasonably necessary to a proper determination of the claim. The Hospital shall provide written confirmation within a reasonable period of time.

The above health insurance benefits are available on a voluntary basis provided the employee and each claimed dependent are not covered by another employer-paid group health insurance plan.

The Union will be notified in advance of any hospital decision to provide substantially equivalent benefits through a carrier or means other than Blue Cross Blue Shield or any other current carriers.

Part-time Benefit Schedule

As of June 1, 1986, part-time employees are eligible for a graduated, shared premium based on hours worked as outlined below. The percentage of the Hospital-paid portion of the premium is evaluated quarterly.

<i>Quarterly Average Days/Hours Worked per Pay Period</i>	<i>Percentage of Hospital Co-pay Up to Full Family coverage</i>		
6 days/48 hours	90%/100% Health*, 100% Dental, 100% Optical		
5 days/40 hours	70% Health,	70% Dental,	70% Optical
4 days/32 hours	50% Health,	50% Dental,	50% Optical
Less than 4 days/32 hours		None	

* Part-time RN's employed as of 01/18/85 who enroll in an FOH health insurance plan are not subject to the 10% co-pay at the 6 days/48 hours level. New hires after 01/18/85 are subject to the 10% co-pay at the 6 days/48 hours level.

Definition of Hours Worked:

Straight-time and overtime hours worked
Holidays hours worked
Time worked for orientation
Vacation hours paid
Meeting time paid by the Hospital
Hours credited for Worker's Compensation Leave
Scheduled hours cancelled by the Hospital which the employee was not afforded the opportunity to make up.

Quarterly Average Days/Hours Worked per pay period calculation:

of Hours Worked in payroll quarter ÷ # of pay periods in a payroll quarter = Quarterly Average Days/Hours.

It is recognized that some employees work less than 8½ hour shifts. Those employees are eligible for the program provided they average enough hours in the payroll quarter to qualify, i.e., 32 or more Hours Worked per pay period.

Section 2: Life Insurance

The Hospital shall provide life insurance for all full-time Registered Nurses. The amount of the insurance shall be based upon the Registered Nurse's annual wage to the nearest five hundred dollar increment (\$500), but not to exceed her annual wage. The maximum coverage shall be \$19,000. The annual wage rate used for determination of coverage shall be that in effect immediately following a contract wage increase and shall remain unchanged during that contract year. Such coverage shall include double indemnity in case of accidental death. A Registered Nurse may choose to convert the coverage to an individual basis as provided by the specific life insurance policy at the time of termination or retirement. The Registered Nurse shall assume all premium costs for this conversion. Registered Nurses on leave without pay or on layoff shall continue to be covered up to a maximum of twelve (12) months at which time the Registered Nurse may continue the coverage for the duration of the leave or layoff by paying the premium at the group rate in advance directly to the Hospital. If the Registered Nurse returns to duty at a later date, the insurance will be reinstated immediately. Registered Nurses on leave to whom wages are paid or to whom the hospital provided Sick & Accident benefits are paid,

shall be covered for the duration of the leave. The hospital shall, at their sole discretion, continue coverage in unusual cases.

Effective January 17, 1985 a part-time Registered Nurse shall be provided \$10,000 life insurance provided she worked a minimum of 832 hours in the payroll year prior and provided she continues to work a minimum of 832 hours in each succeeding payroll year. A Registered Nurse who fails to work 832 hours in any payroll year shall not be covered in the succeeding year. Such coverage shall include double indemnity in case of accidental death.

Section 3: Liability Coverage

The Hospital shall maintain in force a liability coverage for all Registered Nurses working in the Hospital who may be subject to liability claims for incidents arising out of their Hospital employment.

Section 4: Worker's Compensation

Each Registered Nurse shall be covered by the applicable worker's compensation laws. The Hospital shall maintain the Registered Nurse's Blue Cross Blue Shield insurance while the Registered Nurse is on worker's compensation not to exceed a period of one (1) year providing the Registered Nurse was enrolled at the time the worker's compensation leave began. The Hospital shall maintain the Registered Nurse's life insurance while the Registered Nurse is on worker's compensation leave not to exceed a period of two (2) years provided the Registered Nurse was eligible for such insurance coverage at the time the worker's compensation leave began. Any longevity payment which falls due during the first twelve (12) months of a worker's compensation leave shall be paid upon the Registered Nurse's return to work. Such payment shall be based on the employee's rate of pay as of the date her worker's compensation leave began. During

worker's compensation leave, a Registered Nurse will accrue Hospital Service time and seniority up to but not exceeding twelve (12) months. Vacation leave shall not be accrued during such a leave nor shall the Registered Nurse be eligible for any other benefits or payments during the leave which are not expressly stated in this paragraph.

Section 5: Sick & Accident Disability

Full-time Registered Nurses who have completed one (1) full year of Hospital Service will be covered by a Sick and Accident Insurance Policy. Benefits provided shall be those indicated in a general manner in this article, but shall be governed specifically by the actual insurance policy. In the event of a disability due to sickness or accident, the Registered Nurse will be paid sixty (60%) percent of her base rate of pay. The maximum payment shall be \$400 per week and shall commence on the eighth (8) day of disability, unless the employee is hospitalized at Flint Osteopathic Hospital, in which instance benefits will commence on the date of hospitalization, if earlier.

Eligible Registered Nurses with less than three (3) full years of service shall be covered for a maximum of eight (8) weeks. Eligible Registered Nurse's with three (3) years but less than five (5) years service will be covered for a maximum of fifteen (15) weeks. Eligible Registered Nurses with five (5) or more years of service will be covered for a maximum of twenty-eight (28) weeks.

The Hospital shall have the right to require examination of Registered Nurses by a physician of the Hospital's choice at any time prior to approval of benefits under this plan. Payment of benefits under this plan shall be made only upon joint approval of the Hospital and the insurance company. Registered Nurses on leave under the provisions of the sickness and accident program shall not be eligible for any other

benefits or payments during such a leave. The Hospital shall have the right to require a physical examination by a physician of their choice prior to the return to work of a Registered Nurse on leave under this provision.

Section 6: Dental Insurance

Full-time Registered Nurses shall be entitled, at their option, to become members of the Hospital Dental Program subject to the normal acceptance and maintenance regulations. The Hospital shall assume the cost of such coverage up to and including full family rates.

Benefits provided shall be governed by the actual insurance policy. A summary booklet has been provided to the Union and is available at the Personnel Office.

A part-time Registered Nurse who is regularly scheduled four (4) days (32 hours) per pay period shall be entitled, at her option, to become a member of the Hospital Dental Program subject to normal acceptance and maintenance regulations. The part-time Registered Nurse who elects to become a member will be required to pay the applicable premium amount in accordance with the Part-time Benefit Schedule in Section 1.

Section 7: Optical Program

Full-time Registered Nurses shall be entitled, at their option, to become members of the Hospital Optical Program subject to the normal acceptance and maintenance regulations. The Hospital shall assume the cost of such coverage up to and including full family rates.

Benefits provided shall be governed by the actual program literature or policy. Summary information has been provided to the Union and is available in the Personnel Office.

A part-time Registered Nurse who is regularly scheduled four (4) days (32 hours) per pay period shall be entitled, at her option, to become a member of the Hospital Optical Program subject to normal acceptance and maintenance regulations. The part-time Registered Nurse who elects to become a member will be required to pay the applicable premium amount in accordance with the Part-time Benefit Schedule in Section 1.

ARTICLE 27:

HOURS OF WORK AND PAY PROVISIONS

Section 1: Work Period

The regular work period shall not exceed ten (10) regular eight and one-fourth ($8\frac{1}{4}$) hour work days in a fourteen (14) day period. Overtime shall commence upon completion of a work period of 82.5 hours including lunch periods. Exceptions for Registered Nurses assigned to twelve and one-fourth ($12\frac{1}{4}$) hour work days are outlined in the Letters of Agreement on pages 70 through 74.

Section 2: Work Day

The regular work day shall not exceed eight and one fourth ($8\frac{1}{4}$) hours. Premium time shall commence after eight and one-fourth ($8\frac{1}{4}$) hours including the lunch period. Registered Nurses shall be required to complete a working period of eight and one-fourth ($8\frac{1}{4}$) hours to receive eight (8) hours pay. If regular work days of longer than eight and one-fourth ($8\frac{1}{4}$) hours are to be established during the term of this contract, they shall be a subject for Special Conference, and will be mutually agreed upon by the Hospital and the Union.

Section 3: Meal Periods

Registered Nurses will be granted a thirty (30) minute lunch period, one-half ($\frac{1}{2}$) of which is paid by the Hospital, one-half ($\frac{1}{2}$) of which is not, during each work shift of eight and one-fourth ($8\frac{1}{4}$) hours. Whenever practical, the lunch period shall be scheduled near the middle of the shift.

Section 4: Rest Period

Registered Nurses shall be allowed one fifteen (15) minute break during a regular shift of eight and one-fourth ($8\frac{1}{4}$) hours. This rest period shall be with pay and is in addition to the lunch period. This rest period is to be taken as scheduled at a time and place and in a manner which does not interfere with the efficiency of the Hospital. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover a Registered Nurse's late arrival to work, early departure or to extend lunch period, nor may it be regarded as accumulative if not taken. Exceptions for Registered Nurses assigned to twelve and one-fourth ($12\frac{1}{4}$) hour work days are outlined in the Letters of Agreement on pages 70 through 74 .

Section 5: Work Schedules

Work schedules will be posted on each unit in a transparent, locked container not less than ten (10) days before the starting date of the scheduling period.

Section 6: Unpaid Time

If a Registered Nurse requests a day off and finds appropriate coverage for that requested day that does not result in additional cost to the Hospital, she will not be required to use paid time.

Section 7: Premium Pay

Overtime shall be paid for hours worked in excess of eight and one-fourth ($8\frac{1}{4}$) hours in any twenty-four (24) hour period beginning with the start of the employee's normal work day, for time worked in excess of seven (7) consecutive work days or any hours worked in excess of 82.5 in one pay period. Such overtime shall be paid at a rate of one and one-half ($1\frac{1}{2}$) times base pay.

A Registered Nurse who is scheduled and required to work in excess of seven (7) consecutive days shall be paid at one and one-half ($1\frac{1}{2}$) times her regular rate for any consecutive day thereafter, except by mutual agreement or as such a situation occurs due to a Registered Nurse accepting additional hours between two or more scheduled work periods of seven (7) or less consecutive work days. Where mutual agreement has been made, the Union shall be notified.

A Registered Nurse shall be paid one and one-half ($1\frac{1}{2}$) times her regular rate for all hours worked on the holidays recognized in this Agreement.

Overtime premium shall not be pyramided, compounded or paid twice for the same hours worked.

All hours paid shall be considered in computing overtime. Hours worked on the eight (8) holidays will be counted toward the computation of overtime

When an employee scheduled for the on-coming shift does report for duty early to assist the current shift, that employee has first option to leave if someone can be replaced prior to the end of the scheduled shift. If this employee does choose to leave, she will receive pay at the rate of one and one-half ($1\frac{1}{2}$) times for those hours worked on the previous shift.

Section 8: Overtime Distribution

Overtime hours will be distributed equally to employees working in the same unit to the extent practical.

Equalization will be by shift and unit. The purpose is to ensure a relatively fair and equitable distribution of available or required overtime. Allegations of abuse shall be filed directly at Step 2 of the grievance process with the Director of Nursing for Staffing.

An employee desiring additional hours may sign her name in the "additional hours" book in the Staffing Office .

All reasonable measures will be attempted in order to obtain the necessary staff voluntarily prior to requiring overtime. Assignment of required overtime shall be used for circumstances of an unusual or unexpected nature, and shall be used judiciously. When overtime is required, the Registered Nurse with the least number of overtime hours will be assigned; those hours being equal, seniority shall prevail. Equalization shall not require calling in employees not scheduled where the required work can be more reasonably, practically or efficiently performed by Registered Nurses already at work, such as may be the case of splitting a full shift.

Required overtime assignment shall be waived for any individual Registered Nurse who has worked eight (8) hours of required overtime in any calendar month. An individual Registered Nurse will not be assigned required overtime more than once in a 48-hour period, to be measured from the start of the required overtime.

When it is necessary to assign overtime, that employee shall remain in her regularly scheduled work area. When there is voluntary overtime, the employee is not

to displace a regularly scheduled employee on that unit or shift.

Section 9: Minimum Call Pay

Registered Nurses called at home outside their regular working hours, excluding those Registered Nurses on paid stand by, shall receive pay for a minimum of two hours at time and one-half ($1\frac{1}{2}$) including applicable travel time. This minimum call pay section is not intended to apply to Registered Nurses who are called in to begin work prior to the start of their shift and who work continuously into their shift.

Section 10: Report for Work Minimum

A Registered Nurse who has been scheduled to report for work and is sent home before completing the amount of hours for which she has been scheduled to work shall be paid a minimum of four (4) hours pay or for the number of hours actually worked, whichever is greater.

This four (4) hour minimum shall not apply where work is not available for Registered Nurses because of conditions beyond the control of the Hospital such as fire, riots, civil commotion, Acts of God or if the Registered Nurse is unable to work.

Section 11: Weekend Report for Work Minimum

Any Registered Nurse working an unscheduled weekend day for which less than four (4) hours advance notice to report is given, shall be paid at time and one-half ($1\frac{1}{2}$) for unscheduled hours worked or for four (4) hours, whichever is greater.

Section 12: Shifts Defined

The Hospital and the Union mutually agree and recognize three shifts. These shall be designated first,

second and third. A Registered Nurse is deemed to be working the first shift when fifty (50%) percent or more of the hours worked are between 7:00 a.m. and 3:15 p.m. A Registered Nurse is deemed to be working the second shift when fifty (50%) percent or more of the hours worked are between 3:00 p.m. and 11:15 p.m. A Registered Nurse is deemed to be working third shift when fifty (50%) percent or more of the hours worked are between 11:00 p.m. and 7:15 a.m.

Section 13: Shift Premium

Registered Nurses who work a full shift of eight and one-fourth ($8\frac{1}{4}$) hours or more, fifty (50%) percent or more of which is between 3:00 p.m. and 11:15 p.m., shall receive a shift premium of seven (7%) percent of their base rate of pay for hours worked on that shift. Registered Nurses who work a full shift of eight and one-fourth ($8\frac{1}{4}$) hours or more, fifty (50%) percent or more of which is between 11:00 p.m. and 7:15 a.m., shall receive a shift premium of ten (10%) percent of their base rate of pay for hours worked on that shift.

Section 14: Call & Standby Pay

Registered Nurses shall be paid for standby at the rate of \$1.75 for each hour of standby, except that on holidays recognized in this Agreement such Registered Nurses shall be paid \$1.88 for each hour of standby.

In addition to standby pay, a Registered Nurse shall be paid \$13.25 or time and one-half ($1\frac{1}{2}$) for hours worked, whichever is greater, when called for emergency procedures.

Section 15: Release From Scheduled Shift

In the event a Registered Nurse works a double shift or overtime hours that prevents her getting an eight (8) hour rest period in the twenty-four (24) hours preceding her next scheduled shift, the Registered

Nurse, at her request, will be granted the next scheduled shift off without pay.

ARTICLE 28:

LONGEVITY

This article applies only to those Registered Nurses employed as of January 17, 1988. New hires on and after January 18, 1988, are not eligible.

An annual payment of longevity is made to eligible Registered Nurses based on the Registered Nurse's years of service and current monthly salary. The first payment is made when the Registered Nurse has completed six (6) full years of Hospital Service or when a part-time Registered Nurse completes the equivalent amount of service.

Longevity payment will be processed the pay period after which the Registered Nurse completes her sixth (6th) year of Hospital Service and upon completion of each full year of Hospital Service thereafter. Part-time Registered Nurses shall receive their second (2nd) and succeeding longevity payments only upon completion of each respective full year of Hospital Service. Separate checks shall be issued for longevity. The complete longevity schedule is as follows.

Years of Hospital Service	Percentage of One Month's Straight Time Base Rate Salary
6	20%
7	25%
8	30%
9	35%
10	40%
11	45%
12	50%
13	55%
14	60%
15	65%
16	70%
17	75%
18	80%
19	85%
20 and thereafter	90%

ARTICLE 29:

WAGE RATE SCHEDULE

Registered Nurses shall be compensated in accordance with the wage rate schedule in this article. The wage rates set forth shall operate on a contract year and the individual Registered Nurse's Hospital Service anniversary. Progression from rate to rate shall be automatic and in accordance with the service period specified. However, only Hospital Service as a Registered Nurse shall be credited toward pay grade progression.

The basic wage rates are the minimum rates to be paid. It is recognized that it may be necessary to pay a rate in excess of minimum in order to hire or retain individuals of specialized skills or experience provided that such

shall not be done in an arbitrary, capricious or discriminatory manner.

Effective Dates	<u>Start</u>	<u>1 Year</u>	<u>2 years</u>	<u>3 Years</u>	<u>4 Years</u>
01-24-88	\$11.968	\$12.439	\$12.875	\$13.329	\$14.238
10-02-88	\$12.148	\$12.626	\$13.068	\$13.529	\$14.452
01-22-89	\$12.512	\$13.005	\$13.460	\$13.935	\$14.886
01-21-90	\$12.887	\$13.395	\$13.864	\$14.353	\$15.333
5-27-90	\$12.951	\$13.462	\$13.933	\$14.425	\$15.410

ARTICLE 30:

GENERAL PROVISIONS

Section 1: Addresses & Telephone Numbers of Registered Nurses

Each Registered Nurse covered by this Agreement, whether she is on or off the active payroll of the Hospital, shall keep the Hospital currently informed of her correct mailing address and of her telephone number, if any.

Notice of change of address or telephone number shall be deemed given when the Registered Nurse makes the change with the Personnel Office. Notice shall be in writing. The Hospital shall be entitled to rely on the last address and telephone number furnished to it by a Registered Nurse pursuant to the foregoing and shall have no responsibility to a Registered Nurse for her failure to receive notice which arises from her not following the procedures above.

Section 2: Safety

It is the intent of the Hospital to provide a work environment for all employees that is safe from an occupational health and safety aspect.

Section 3: On the Job Accident & Illness

The Hospital shall provide emergency treatment without charge when a Registered Nurse has an accident or becomes ill on duty. However, if the illness is of a chronic nature or a type which requires continued care, the Registered Nurse shall be referred to her family physician.

Section 4: Courtesy Discounts

The Hospital shall extend courtesy discounts for Hospital services rendered to Registered Nurses, their spouse and any dependent children.

Section 5: Savings Clause

If any provision or portion thereof of this Agreement be held invalid under existing or future legislation, State or Federal, the remainder of this Agreement shall not be affected thereby. The Hospital and the Union agree to meet to negotiate possible modification to comply as required.

Section 6: Pronouns Use Of

All references in this Agreement designate both sexes, and wherever either gender is used, it shall be constructed to include male and female Registered Nurses.

Section 7: Volunteer Service Organization & Workers

The Union recognizes that volunteer organizations and workers perform services in the Hospital which are a valuable and necessary contribution to the welfare of patients and to the operations of the Hospital and that such services in no way interfere with or conflict with the duties or privileges of employment of Registered Nurses.

Section 8: Bulletin Board for Union Notices

The Hospital will provide a bulletin board for the Union's use in posting notices of its business. All materials posted must be approved and initialed by the Chief Professional Rights & Responsibility Representative or, in her absence, an official of the Union and it shall be her responsibility that only proper notices are posted. Notices may be posted during the Registered Nurse's working hours. The bulletin board shall be in the immediate vicinity of the cafeteria. The Chief Professional Rights & Responsibility Representative of the Union will be given a key and be responsible for its use.

Section 9: Photo ID's

Photo identification pins are supplied to all Registered Nurses. Hospital supplied or similar identification pins supplied by the Hospital must be worn when on duty.

Section 10: Registered Nurse Health Care

The Hospital shall annually provide flu shots and polio and smallpox vaccinations to all Registered Nurses without cost to the Registered Nurse.

The hospital will further provide vaccinations, and/or test screenings as required by law, or in accordance with the Hospital Administrative Manual, and/or the Nursing Policy Manual, without charge.

Written results of all tests will be provided upon request.

The Hospital will provide, at no cost to the Registered Nurse, such protective equipment and clothing, i.e., goggles, gloves, isolation gowns, etc., that is deemed appropriate by the Hospital to minimize the risk of transmission of pathogens from patients to Registered Nurses.

Section 11: Confidential Information

The Union and the Hospital recognize the importance of protection of confidential information concerning patients and their families. Any and all information gathered or heard officially or unofficially about a patient shall be construed as confidential. Release of the aforementioned information by a Registered Nurse to any unauthorized person shall be regarded as a breach of confidence where release of such information is outside the scope of the job or outside the regular work area. Breach of confidence is grounds for appropriate disciplinary action.

The Registered Nurse has the right to expect that information relative to herself or her employment (i.e., facts and nature of illness, absenteeism, lab work, discipline, etc.) will be treated with utmost confidentiality.

The Hospital and the Union both recognize the importance of maintaining strict confidentiality with regard to patient and/or employee information.

Section 12: Non-Discrimination

The Hospital and the Union agree that all provisions of the Agreement shall be applied to the extent required by law to all Registered Nurses covered hereby without regard to race, creed, national origin, marital status, sex or age.

Section 13: Definition of Days

The term days as used in this Agreement shall mean calendar days unless otherwise specified.

Section 14: Locker Facilities

The Hospital will provide adequate locker facilities.

Section 15: Job Description

To facilitate a good working relationship between the Registered Nurse and the Hospital, it is important that the Registered Nurse know what the Hospital expects of her, as well as what she can expect of the Hospital; therefore, copies of the current job description(s) for the Registered Nurse shall be made available through the Personnel Office. These job description(s) shall be reviewed annually by the Hospital to determine whether they are still appropriate and/or adequate. A committee, including staff Registered Nurses, shall be convened to recommend revisions that are deemed necessary following the annual review.

ARTICLE 31:

RETIREMENT

Eligible Registered Nurses shall participate in the Flint Osteopathic Hospital Employees Pension Plan. This program is funded entirely by the Hospital., Any changes granted non-bargaining unit employees or negotiated with Local 1850 shall be made available to the bargaining unit.

ARTICLE 32:

TERMINATION

This Agreement shall be effective January 18, 1988, and shall remain in full force and effect until January 17, 1991.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

For the Union:

/s/ Ray Prince
/s/ Pat Dean
/s/ Cheryl Bussell
/s/ Barbara Dunn
/s/ Janet Kus
/s/ Norman Meints
/s/ Stan Bogaski

For the Hospital:

/s/ Eugene Zegar
/s/ R. Darlene Stoll
/s/ Phyllis Campbell
/s/ Linda Rowland

UNION MEMORANDUM

RE: ARTICLE 7 - UNION WITHDRAWAL CARD

If a Registered Nurse changes her job status by leaving the bargaining unit, resigning or planning an extended leave of absence, she should obtain a withdrawal card at Local 332 Union Hall. All outstanding dues must be paid at that time, as well as a fee for the card. This card should be returned to the Union Hall when the Registered Nurse returns to the bargaining unit.

The Purpose of a withdrawal card is to relieve the Registered Nurse of the obligation to pay dues during time spent outside the bargaining unit.

Failure to obtain a withdrawal card will result in having to pay all dues accumulated while outside the bargaining unit or payment of the initiation fee for reinstatement.

LETTER OF UNDERSTANDING

Flint Osteopathic Hospital and Local 332 agree as follows:

1. The Hospital agrees to provide a system of payroll deduction for employees who wish to join the Flint Service Federal Credit Union. Written Authorization by individual employees shall be furnished to the Hospital on a standard form acceptable to the Hospital.

For The Union:

/s/ Roy Ashby

/s/ LaVone Suski

/s/ Loretta Synder

/s/ Berdine Mitchell

For The Hospital:

/s/ W. Dale Ferguson

/s/ James H. King

/s/ Robert C. Brown

/s/ Darlene Stoll

LETTER OF UNDERSTANDING

RE: Article 26, Section 1 - Blue Cross Blue Shield

The Hospital and the Union agree that exception to the dual coverage language of the article will be allowed in those cases where the employee and/or their claimed dependents are forced to be covered by another carrier where substantially less benefit is provided.

For The Union:

/s/ Richard Sebastian

/s/ Ronald Rousseau

/s/ LaVone Suski

/s/ Patricia Dean

For The Hospital:

/s/ James H. King

/s/ Beverly Hampton

/s/ Robert C. Brown



Flint Osteopathic Hospital

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January 17, 1985

Mr. Norm Meints
Business Agent
Teamsters Local 332
1502 S. Dort Highway
Flint, MI 48903

Dear Mr. Meints:

This letter will serve to acknowledge the Hospital's willingness to establish a Nursing Practice Committee comprised of both management and staff nurses.

After ratification, such joint committee will be established and meet on a bi-monthly basis to review and discuss changes in nursing practice and how such changes may affect FOH.

Very truly yours,

Eugene Zegar, Vice President
Labor Relations & Human Resources

EZ:taw

Handwritten initials:
JW
JD
RD
CA



Flint Osteopathic Hospital

A NOT-FOR-PROFIT CORPORATION / 2801 Cassin Road / Flint, Michigan 48806 / Phone 734-655

January 17, 1985

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Mell Foundation, Retired

GEORGE J. SCHAPPACH, D.O.
Medical Staff

JUDGE HAROLD H. BOBBER
Bankruptcy Court, Retired

MRS. MARGARET G. STEWART
Retired, Metropolitan Director
Girl Scouts of Greater N.Y.

JAMES W. LANTZ
Flint Manufacturing Co.

DONALD W. GRIFFIN
G.M. Corporation

STUART R. MARR
The Conlyst Group

EMERSON CARR
AC Sport Plug

Mr. Norm Meists
Business Agent
Teamsters Local 332
1502 S. Dort Highway
Flint, MI 48503

RE: Outsourcing

Dear Mr. Meists:

In the event that any current FOH patient care activities are eliminated or restructured, the interest of the Hospital will be to provide as much job security to the currently employed Registered Nurses as possible.

To this end, if FOH solely and independently, or in conjunction with BBHS only, establishes or operates a self-standing clinic or patient care facility outside the Hospital premises which removes operations from the premises of FOH, the Hospital will recognize Local 332 as the sole bargaining agent for the Registered Nurses working as permanent employees in such facility.

In the event that any currently employed Registered Nurses are subsequently employed off premises in a patient care facility independently owned or operated by FOH, or FOH and BBHS only, it is understood that such employment will not be under the terms and conditions of the collective bargaining agreement in effect between FOH and Local 332, but that wages and conditions of employment will be established independently of the collective bargaining agreement in effect at FOH.

Sincerely,

Eugene Logar, Vice President
Labor Relations & Human Resources

EZ:taw

AD: L, D, C, N D

July 16, 1986

Letter of Agreement

Effective on or about August 4, 1986, it is the hospital's intention to further utilize 3-South as a Medical/Surgical unit. The unit will primarily accommodate 20 patients admitted by FOH Family Practice Staff Physicians and will be utilized for the training of Resident Physicians who are affiliated with the newly established Family Practice Residency Program. This restricted Family Practice Medical/Surgical unit concept was developed and approved on a two year experimental basis with an annual review of the program to determine its continuance.

An integral part of the program is the staffing of the unit. The Hospital proposes to staff 3-South primarily with full-time Registered Nurses.

In consideration Flint Osteopathic Hospital and the International Brotherhood of Teamsters, Local 332 agree to the following stipulations:

1. The Hospital will schedule all Registered Nurses for six 12 1/4 hour shifts and one 8 1/4 hour shift per 14-day work schedule. Hours of the 12 1/4 hour shifts would be from 7:00 a.m. - 7:15 p.m. and 7:00 p.m. - 7:15 a.m.; the 8 1/4 hour shift may fluctuate but will be scheduled within the normal 12 1/4 hour shift period.
2. Registered Nurses will work a total of 81 3/4 hours during a 14-day work schedule.
3. For those Registered Nurses assigned to 3-South, the Union agrees to waive the requirement that the Hospital pay overtime (1 1/2 times base pay) for hours worked in excess of 8 1/4 hours in a 24 hour period as outlined in Article 28, Section 6 of the Collective Bargaining Agreement. It is understood that the balance of Article 28, Section 6 will remain in force, with Registered Nurses being paid overtime for all hours worked in excess of 12 1/4 in a work day or 41 in a work week commencing at 7 a.m. Sunday through 6:59 a.m. the following Sunday.
4. Employees will be allowed two 15 minute breaks during a regular shift of 12 1/4 hours and one 15 minute break during a regular shift of 8 1/4 hours. These rest periods shall be with pay and are in addition to a lunch period. The balance of the stipulations in Article 28, Section 4 apply to the 3-South Registered Nurses.
5. Article 28, Section 3 regarding meal periods will apply and continue unchanged.

6. Registered Nurses assigned to 3-South will work one of two available 12 1/4 hour shifts. The hours of work for the "first" shift will be 7:00 a.m. - 7:15 p.m. Employees working this shift will be ineligible for any shift premium. The hours of work for the "second" shift will be from 7:00 p.m. - 7:15 a.m. Employees working this shift will be paid a 10% shift premium for all hours worked on the shift. Additionally, employees working the "second" shift will be paid the 10% shift premium for their 8 1/4 shift.
7. Article 28, Section 1 and Section 2 will be modified to include workdays of 12 1/4 hours for those Registered Nurses assigned to 3-South.
8. Vacation Leaves, Paid Personal Leaves, Funeral Leaves, and Jury Duty will be paid in 12 hour time increments. Holidays and Special Holidays will be paid in 8 hour time increments. The Hospital will continue to recognize its policy of allowing Paid Personal Hours to be taken in 1 hour increments if advance approval is received by the employee's supervisor.
9. During initial staffing, it may be required to limit the number of successful bidders from any individual unit, depending on the core staff remaining in the respective unit.
10. All other provisions of the Collective Bargaining Agreement will remain unchanged and in force for those employees assigned to 3-South.
11. This program is being implemented on an experimental basis, effective August 4, 1986, for a period of two (2) years. The terms and conditions of this agreement will be reviewed annually beginning August 1, 1987 to determine if it will be continued, modified or discontinued.
12. The Hospital reserves the right to utilize part-time staff as may be needed due to work schedules, patient needs, unit patient census, scheduled/unscheduled time off, etc.

13. If for whatever reason the Family Practice Residency Program is discontinued or due to unforeseen circumstances there is a need for a Reduction in Workforce, Article 16, Sections 1, 2, and 3 will apply to those employees assigned to 3-South.

Agreed to between the parties on this 16th day of July, 1986:

For the Hospital:

Raymond G. Miller
Linda Bowland
William J. Johnson
R. Vincent Stoll
Phyllis Campbell

For the Union:

Pat Deane
Christopher Sussell
Janet Kuis
Thomas H. Howard
Patricia L. Murray
David S. Peckey
Johnnie W. White

Letter of Agreement

Effective immediately, nine (9) full-time positions will be made available for RN's to work 12 1/4 hour shifts every Friday, Saturday, and Sunday to handle weekend staffing as well as offer full-time positions for recruitment and retention purposes.

In consideration, Flint Osteopathic Hospital and the International Brotherhood of Teamsters, Local 332 agree to the following stipulations:

1. Forty (40) hours will be paid for 36 3/4 hours worked in a 7 day work period. The positions are classified as full-time for benefit purposes. The 4 hours pay for time not worked and the full-time benefit consideration are "premiums" for working every weekend. Employees working less than 36 3/4 hours will be paid only for time worked. However, employees will be able to utilize personal days in order to achieve the 36 3/4 hours and receive 40 hours pay. This will not apply to vacation periods; that is, employees will utilize 40 vacation hours to receive 40 hours pay. Hospital Service and Job Classification Seniority and Vacation Hours shall accrue on these 4 non-work hours, and they will be counted in the computation of overtime.
2. For those RN's working under this scheduling pattern, the Union agrees to waive the requirement that the Hospital pay overtime (1 1/2 times base pay) for hours worked in excess of 8 1/4 hours in a 24 hour period as outlined in Article 28, Section 6, of the Collective Bargaining Agreement. It is understood that the balance of Article 28, Section 6 will remain in force, with RN's being paid overtime for all hours worked in excess of 12 1/4 hours in a work day or 41 hours in a work week commencing at 7 a.m. Sunday through 6:59 a.m. the following Sunday.
3. Employees will be allowed two (2) 15 minute breaks during a regular shift of 12 1/4 hours. These rest periods shall be with pay and are in addition to a lunch period. The balance of the stipulations in Article 28, Section 4, apply.
4. Article 28, Section 3, regarding meal periods will apply and continue unchanged.
5. Registered Nurses working the 12 1/4 hour week-end shift pattern will work one of three shifts. The hours of work for "first" shift will be 7 a.m. to 7:15 p.m. Employees working this shift will be ineligible for any shift premium. The hours of work for "second" shift will be from 3 p.m. to 3:15 a.m. Employees working this shift will be paid a 7% shift premium for all hours worked on the shift. The hours of work for "third" shift will be from 7 p.m. to 7:15 a.m. Employees working this shift will be paid a 10% shift premium for all hours worked on this shift.

The 4 non-productive, paid hours will be paid at the employees' base rate of pay, exclusive of any shift premium.

6. Article 28, Sections 1 and 2 will be modified to include workdays of 12 1/4 hours.

7. Vacation Leaves, Paid Personal Leaves, Holiday and Special Holidays, Funeral Leaves, and Jury Duty will be paid in 12 hour time increments. The Hospital will continue to recognize its policy of allowing Paid Personal Hours to be taken in 1 hour increments if advance approval is received by the employee's supervisor.

8. All other provisions of the Collective Bargaining Agreement will remain unchanged and in force for those employees assigned to the 12-hour shift, weekend scheduling pattern.

9. This program is being implemented on an trial basis. The Hospital reserves the right to discontinue upon written notification to the Union.

Agreed to between the parties on the 9th day of Sept., 1987:

For the Hospital:

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

For the Union:

[Signature] 332
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

AUG 1975

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

Appendix A PATHIC
AL

FLINT OSTHOPATHIC HOSPITAL <p style="text-align: center;">Employer</p> <p style="text-align: center;">and</p> GENERAL DRIVERS UNION, LOCAL 332, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, IND. <p style="text-align: center;">Petitioner</p>

TYPE OF ELECTION
(Check one)

Consent Agreement

Stipulation

Board Direction

RD Direction

(Also check box below where appropriate)

0(b)(7)

Case No. 7-RC-12865

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the National Labor Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a collective bargaining representative has been selected; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned by the National Labor Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for
GENERAL DRIVERS UNION, LOCAL 332, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, IND.,

and that, pursuant to Section 9(a) of the National Labor Relations Act, as amended, the said labor organization is the exclusive representative of all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

UNIT: All full-time and regular part-time Registered Nurses; including those assigned as Team Leaders, employed by the Employer at its facilities located in Genesee County, Michigan; but excluding all Staff Development RN's, Coordinating RN's, Administrative RN's, guards and supervisors as defined in the Act.

Signed at Detroit, Michigan
On the 31st day of July

19 75



On behalf of
NATIONAL LABOR RELATIONS BOARD

/s/ Bernard Gottfried

Regional Director, Region Seven
National Labor Relations Board

INDEX

A	
Access to Hospital Premises	15
Addresses and Telephone Numbers	60
Adoption Leave	30
Arbitration	14
Assignment and Reassignment	24
B	
Bargaining Unit Openings	23
Bulletin Board of Union Notices	62
C	
Call-Pay	57
Casual Registered Nurse	27
Certification of Bargaining Unit	75
Credit Union/Payroll Deduction	67
Confidential Information	63
Core Staff	27
Court Time	42
Courtesy Discount	61
D	
Daily Work Force Reduction	19
Definition of Days	64
Dental Insurance	51
Discipline and Discharge	16
E	
Educational Leave	31
Effect of Agreement	2
Employee Definitions	25
F	
Full Time Registered Nurse	26
Funeral Leave	40
G	
General Provisions	60
Grievance Procedure	11

H	
Health Care / Hospital Provided	63
Health Insurance	44
Holidays	43
Hospital's Right to Manage	3
Hospital Service	18
Hours of Work and Pay Provisions	52
I	
Insurance Benefits	44
J	
Job Description	64
Jury Duty	41
Jury Duty and Court Time	42
L	
Leaves of Absence	28
Letter of Understanding -	
- Credit Union/Payroll Deduction	67
- Health Insurance/ Dual Coverage	67
- Nursing Practice Committee	68
- Outsourcing	69
- Twelve (12) Hour Shifts	70-74
- Union Withdrawal Card	66
Liability Coverage	49
Life Insurance	48
Locker Facilities	64
Long-Term Work Force Reduction	20
Longevity	58
Loss of Seniority & Termination of Employment	21
M	
Maternity Leave	29
Meal Periods	53
Medical Leave	34
Military Leave	34
Minimum Call Pay	56
N	
No Interference	16
Non-Discrimination	64
Nursing Practice Committee	68

O	
On The Job Accident & Illness	61
Optical Program	51
Outsourcing	69
Overtime Distribution	55

P	
Paid Personal Leave	39
Part Time Registered Nurse	26
Payroll Deduction Authorization	7
Photo ID's	62
Preamble	1
Preferential Seniority for Union Rep.	18
Premium Pay	54
Probationary Registered Nurse	25
Professional Improvement	31
Professional Meetings	32
Pronouns, Use of	62
Public Office Leave	33

R	
Recognition of Hospital's Right to Manage	3
Recognition of Union	3
Release from Scheduled Shift	57
Report for Work Minimum	56
Rest Period	53
Retirement	65
Role of the Nurse	4

S	
Safety	61
Savings Clause	61
Selection of Arbitrators	14
Seniority	18
Seniority and Hospital Service	18
Seniority List	18
Seniority Retention While Outside of Unit	19
Shift Assignments and Openings	22
Shifts Defined	56
Shift Exchange, Temporary	24
Shift Premium	57
Sick and Accident Disability	50
Special Conferences	10
Stand by Pay	57

<i>Submission to Arbitration</i>	14
T	
<i>Temporary Registered Nurse</i>	27
<i>Temporary Work Force Reduction</i>	20
<i>Termination of Agreement</i>	65
<i>Termination of Employment</i>	21
<i>Terms & Conditions of Arbitration</i>	14
<i>Terms & Conditions of Grievance Procedure</i> ..	12
<i>Tuition Reimbursement</i>	32
<i>Twelve (12) Hour Shifts</i>	70-74
U	
<i>Union Business Leave</i>	33
<i>Union Conferences</i>	33
<i>Union Dues Check-Off</i>	6
<i>Union Office</i>	33
<i>Union Representation</i>	8
<i>Union Security</i>	5
<i>Unions Special Meetings</i>	33
<i>Union Withdrawal Card</i>	66
<i>Unpaid Personal Leave</i>	30
<i>Unpaid Time</i>	53
V	
<i>Vacation Leave</i>	35
<i>Volunteer Service Organizations</i>	62
W	
<i>Wage Rate Schedule</i>	59
<i>Waiver</i>	2
<i>Weekend Report for Work Minimum</i>	56
<i>Work Day</i>	52
<i>Work Force Reduction and Recall</i>	19
<i>Work Period</i>	52
<i>Work Schedules</i>	53
<i>Workers Compensation</i>	49

NOTES

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1988 1989

JANUARY
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IMPORTANT DATES

JANUARY
1 New Year's Day
18 Martin Luther King Jr. Day

FEBRUARY
S M T W T F S
1 2 3 4 5 6
7 8 9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29

FEBRUARY
12 Lincoln's Birthday
14 Valentine's Day
15 Washington's Birthday Observed
17 Ash Wednesday
27 Washington's Birthday

MARCH
S M T W T F S
1 2 3 4 5
6 7 8 9 10 11 12
13 14 15 16 17 18 19
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27 28 29 30 31

MARCH
17 St. Patrick's Day
27 Palm Sunday

APRIL
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APRIL
1 Good Friday
2 Easter
3 Easter Sunday

MAY
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MAY
8 Mother's Day
21 Armed Forces Day
23 Victoria Day (Canada)
30 Memorial Day

JUNE
S M T W T F S
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JUNE
14 Flag Day
19 Father's Day

JULY
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JULY
1 Canada Day (Canada)
4 Independence Day
12 Rosh Hashanah
21 Yom Kippur

AUGUST
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1 2 3 4 5 6 7
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AUGUST
13 Labor Day
14 Columbus Day Observed
17 National Day
31 Halloween

SEPTEMBER
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SEPTEMBER
11 Election Day
14 Columbus Day
24 Thanksgiving Day
31 Halloween

OCTOBER
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OCTOBER
31 Halloween

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NOVEMBER
11 Election Day
24 Thanksgiving Day
25 Christmas Day

DECEMBER
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DECEMBER
25 Christmas Day

JANUARY
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IMPORTANT DATES

JANUARY
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FEBRUARY
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FEBRUARY
8 Ash Wednesday
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JUNE
14 Flag Day
19 Father's Day

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JULY
1 Canada Day (Canada)
4 Independence Day

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Made in U.S.A.