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A G R E E M E N T

between

WEST SHORE HOSPITAL

and

**MICHIGAN COUNCIL OF NURSES and
HEALTH CARE PROFESSIONALS,
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL UNION NO. 79, AFL-CIO**

REGISTERED NURSES

JULY 1, 1992 to and including MARCH 31, 1995

West Shore Hospital

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AGREEMENT

THIS AGREEMENT, made and entered into by and between the MICHIGAN COUNCIL OF NURSES and HEALTH CARE PROFESSIONALS, SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL UNION NO. 79, AFL-CIO, hereinafter designated as the "UNION" and the WEST SHORE HOSPITAL, hereinafter designated as the "HOSPITAL".

WITNESSETH: That Whereas, the parties hereto desire to regulate mutual relations between the Hospital and the Union with the view to securing harmonious cooperation between the Hospital and the Union and averting disputes.

The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful relations between the Hospital and the Union in its capacity as representative of the Employees, so as to serve the best interest of the parties and the community.

Both parties recognize that it is to their mutual advantage, and essential for the welfare of the patients to have efficient and uninterrupted operation of the Hospital. The purpose of the Agreement is to establish a harmonious and constructive relationship between the parties.

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

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree with each other as follows:

ARTICLE 1 - RECOGNITION AND UNION SECURITY

Section 1. BARGAINING UNIT. Hospital recognizes the Union as the exclusive bargaining agent for purposes of collective bargaining with respect to wages, hours of work and other terms and conditions of employment of those Employees in the bargaining unit described as:

All full-time and regular part-time registered nurses, including graduate nurses, employed by the Hospital.

Excluded: Director of Nurses, supervisory nurses, utilization review nurse, patient education coordinator, in-service coordinator, guards, supervisors and all other Employees.

Persons who are awaiting Michigan licensure and are employed as nurses in the unit described above under a temporary permit issued by the Michigan Board of Nursing shall be included under this Agreement for the period covered by the temporary permit.

Section 2. UNION MEMBERSHIP. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

Section 3. UNION MEMBERSHIP. Employees covered by this Agreement who were not members of the Union at the time it becomes effective shall become and remain members of the Union not later than ninety (90) days following the beginning of their employment or the execution date of this Agreement, whichever is later.

Section 4. AGENCY SHOP. Any Employee whose membership is terminated by the Union by reason of his/her failure to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership, shall not be retained in the bargaining unit. No Employee shall be terminated under this Section, however, unless:

(a) The Union first has notified him/her by letter, addressed to him/her at the address last known to the Union, concerning his/her delinquency in not tendering the initiation fee and periodic dues required under this Section, and warning him/her that unless such fee and dues are tendered within seven (7) days, he/she will be reported to the Hospital for termination from employment as provided herein; and

(b) The Union has furnished the Hospital with written proof that the foregoing procedure has been followed but the Employee has not complied, and on this basis the Union has requested in writing that he/she be discharged from employment in the bargaining unit.

It is recognized that because of religious convictions or otherwise, some Employees may object to joining any organization engaged in collective bargaining. At the same time it is also recognized that the proper negotiations and administration of collective bargaining agreements entail expense which is appropriately shared by all Employees who are beneficiaries of such agreements.

To this end, in the event an Employee shall not join the Union and execute an authorization for dues deductions in accordance with Article 2, Section 1 of this Agreement, such Employee shall, as a condition of continued employment by the Hospital, cause to be paid to the Union, as a service charge, a sum equivalent to the initiation fee and dues of the Union. In the event that such sum is unpaid for a period of ninety-one (91) days, the services of the Employee shall, upon written notice thereof from the Union, be discontinued by the Hospital.

Section 5. HOLD HARMLESS. The Union agrees to hold the Hospital harmless in any action arising out of and pursuant to the provisions of Article 1, Section 4 above.

Section 6. TEMPORARY EMPLOYEES. Sections 2 through 4 of Article 1 shall not apply to relief nor temporary Employees.

ARTICLE 2 - CHECK-OFF

Section 1. AUTHORIZATION. Upon signed authorization of the Employee, the Hospital agrees to deduct Union dues, initiation fees and other lawful assessments, as uniformly levied and officially designated by the Union, on the first pay period of each month and shall pay same to the SECRETARY-TREASURER OF SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 79, AFL-CIO, prior to the end of the month. Initiation fees will be deducted over the second three (3) months of employment.

Section 2. CHECK-OFF LIST. The Union will furnish the Hospital with an alphabetical check-off list in duplicate each month, indicating thereon the amount due from each Employee. The Hospital shall add to this list the names and addresses of any new full or regular part-time Employees whose names do not appear on the check-off list. One copy of this list shall be returned with the amount deducted to the office of the Union prior to the end of the month in which the deductions are made.

Section 3. HOSPITAL REMITTANCE. The Hospital shall not be liable for the remittance of payment of any sums other than those constituting actual deductions made; and if for any reason, such as error or the like, it fails to make a deduction for any Employee as above provided, it shall make the deduction from the Employee's next pay after the error has been called to its attention by the Employee or the Union.

ARTICLE 3 - ROLE OF THE NURSES AND CODE OF ETHICS

The Hospital and the Registered Nurses, as a professional group, share the common goal and the common responsibility of providing to the Hospital's 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 his/her responsibility for directing the work of the 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 insure that all Hospital Employees' efforts are utilized in the most efficient and effective

manner. 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, the Union and the Registered Nurses recognize that the Nurse is guided by a professional Code of Ethics and the Hospital, the Union and the Registered Nurses subscribe to that Code which is as follows:

CODE FOR NURSES-AMERICAN NURSES' ASSOCIATION

1. The nurse provides services with respect for human dignity and the uniqueness of the client unrestricted by consideration of social or economical status, personal attributes, or the nature of health problems.
2. The nurse safeguards the client's right to privacy by judiciously protecting information of a confidential nature.
3. The nurse acts to safeguard the client and the public when health care and safety are affected by the incompetent, unethical, or illegal practice of any person.
4. The nurse assumes responsibility and accountability for individual nursing judgments and actions.
5. The nurse maintains competence in nursing.
6. The nurse exercises informed judgment and uses individual competence and qualifications as criteria in seeking consultation, accepting responsibilities, and delegating nursing activities to others.
7. The nurse participates in activities that contribute to the ongoing development of the profession's body of knowledge.
8. The nurse participates in the profession's efforts to implement and improve standards of nursing.
9. The nurse participates in the profession's efforts to establish and maintain conditions of employment conducive to high quality nursing care.
10. The nurse participates in the profession's effort to protect the public from misinformation and misrepresentation and to maintain the integrity of nursing.
11. The nurse collaborates with members of the health profession and other citizens in promoting community and national efforts to meet the health needs of the public.

The above provisions, as used in this Agreement, are used as a guideline in describing the role of a nurse. The intent, as agreed, is to insure that the nurse will not perform a function that will jeopardize the health of the patients or their license. The interpretive statements of the above Code of Ethics shall be those as provided for in the Code of Nurses - American Nurses' Association, 1976 (revised 1985).

ARTICLE 4 - NURSING CARE COMMITTEE

A committee composed of not more than four (4) registered nurses representing a cross-section of the Nursing Department shall be established for the purpose of discussing with the Director of Nursing and her/his designated nursing staff representatives matters of mutual concern that affect the quality of nursing care. Others may be invited to meetings from time to time by mutual agreement of the parties, provided, however, that the consent by the party to such attendance shall not be arbitrarily and consistently withheld.

A. Meetings may be held every other month on a mutually agreeable date. If a problem should arise that cannot be deferred until such meeting, a special meeting may be scheduled by mutual consent.

B. A written agenda shall be submitted by the Committee at least seven (7) days prior to the scheduled meeting. If there are items which the Director desires to add to the agenda, the Chair of the Committee shall be notified of the same not less than three (3) days before the meeting.

C. Minutes of each meeting shall be kept and shall be subject to approval by the Committee at the next regularly scheduled meeting and thereafter placed in the Nursing Care Committee Minute Book.

D. Committee members who are actually working at the time of the meeting will be released from work without loss of pay.

E. Such meetings shall be exclusive of the grievance procedure and no grievance shall be considered at such meetings nor shall negotiations for altering the terms of this Agreement be held at such meetings.

ARTICLE 5 - EVALUATIONS

Supervision shall prepare a written performance evaluation for each Registered Nurse at the completion of the probationary period and once each year thereafter. After the evaluation has been discussed with the nurse, the nurse shall sign

the evaluation to indicate that it has been reviewed with him/her; however, such signature will imply neither agreement nor disagreement with the evaluation. A copy of the evaluation shall be made available to the Employee if he/she so requests. An Employee, if he/she wishes, may comment in writing on the evaluation. The written comments shall be attached to the evaluation.

ARTICLE 6 - SUCCESSION

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event an entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Hospital shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the time the seller, transferee, or lessor executes a contract or transaction as herein described.

ARTICLE 7 - MANAGEMENT RIGHTS

Except as otherwise limited by, or inconsistent with, specific terms of this Agreement, the Hospital shall remain vested with all management functions, including, but not limited to, the direction of the work force, the full and exclusive right to hire, promote, demote, discharge, discipline for cause, and lay off Employees; to promulgate rules and regulations covering the conduct of the Employees and to require their observance; to make temporary job assignments and to transfer Employees from classification to classification within the bargaining unit necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Hospital; to establish and direct the location and methods of work, job assignments, the assignment of equipment and work schedules; to maintain order and efficiency, to determine the hours of work, including starting and quitting time, length of work week; to sub-contract for the same or similar reasons that the Hospital applied to sub-contracting decisions in the past, as well as conditions related to new medical technology or the need to purchase new equipment, and to accomplish the reduction of the work force for efficiency purposes; to determine the number of Employees needed; to control, direct, and supervise all equipment. The Hospital may also require at its cost and no loss of time to the Employee that the Employee take written or oral examinations at any time related to technology upon which the Employee has been trained, or if involving new technology for which the Employee has not been trained or including work other than his/her classification the said written or oral examination shall be after a course of training.

The Union recognizes that volunteer organizations, individuals, and students on in-hospital training programs may perform services in the Hospital that are a valuable and necessary contribution to the welfare of patients and to the operation of the Hospital, and that in no way interfere or conflict with the duties or privileges of Employees. The Hospital shall continue to have the right to avail itself of all services of that nature; provided they are not used for the purpose of circumventing the payment of overtime or to fill job vacancies. Neither the Union nor the Employees shall interfere in any way with the activities or duties of any such persons.

ARTICLE 8 - WORKING SUPERVISORS

It is recognized by the Hospital and the Union that supervisors and other non-bargaining unit Registered Nurses employed by the Hospital sometimes perform all the regular duties that are currently performed by bargaining unit Employees. It is not the intention of the Hospital to take work away from the bargaining unit when bargaining unit Employees are available. Rather, such performance of these duties is necessitated by the size of the Hospital and by the nature and extent of the duties and departments of the Hospital. It is understood and agreed that those Employees can continue to perform all of the duties that they are now performing and that are performed by their subordinates as they have been in the past.

ARTICLE 9 - CLASSIFICATION OF EMPLOYEES

Section 1. FULL-TIME EMPLOYEES. Full-time Employees are those regularly scheduled to work a minimum of seventy-two (72) hours per fourteen (14) day period, share weekend, holiday and shift assignments as scheduled and have completed probation.

Section 2. PART-TIME EMPLOYEES. Part-time Employees are those regularly scheduled to work less than seventy-two (72) hours per fourteen (14) day pay period, share weekend, holiday and shift assignments as scheduled and have completed probation. Only such benefits as specifically agreed upon and which are part of this Agreement shall be available to part-time Employees. Part-time Employees may be utilized as they have been in the past.

Section 3. TEMPORARY EMPLOYEE. (a) An Employee who is hired for only a limited period of time not to exceed ninety (90) days to substitute for one or more Employees during their absence because of illness or while on leave or vacation, or for a job which is of limited duration, and who is so informed at the time he/she is hired, shall be considered a temporary Employee, and he/she shall not acquire seniority, nor shall he/she qualify for fringe benefits or wage increases by virtue of such temporary employment. However, if he/she is given the status of a permanent Employee before the termination of his/her temporary employment, his/her employment shall be deemed to have commenced on his/her date of actual work and he/she shall acquire seniority upon or as

of the completion of his/her probationary period, and his/her name shall be placed upon the seniority list in the job classification to which he/she is assigned as a permanent Employee, and with his/her seniority date, which date shall be ninety (90) days prior to the date upon which he/she completed his/her probationary period. The Hospital shall have no responsibility for the re-employment of a temporary Employee whose employment is terminated for any reason. Temporary Employees will not be hired for the purpose of avoiding the payment of benefits under this Agreement.

(b) Before a temporary Employee is hired, laid-off Employees and then part-time Employees according to seniority and ability shall be given the opportunity to fill the temporary job if the said laid-off Employee or part-time Employee has the ability to do the work at the time for the complete duration of said job, provided, however, the Hospital shall not be obligated to employ part-time Employees hereunder, if such employment will result in overtime. The Hospital will notify the Unit Chairperson in writing when temporary Employees commence work.

Section 4. RELIEF EMPLOYEE. A relief nurse is an Employee who does not work on a regular basis but who works as needed by the Hospital. Relief Employees will not be used to displace full-time or regular part-time Employees. Relief Employees will be scheduled only after regular part-time Employees in the unit have had the opportunity to increase their hours up to forty (40) hours per week, if the regular part-time Employee can perform the required work at the assigned times. The availability of overtime will be offered to the full-time and regular part-time Employees in the unit prior to using relief Employees in an overtime situation. Overtime shall not involve a relief Employee finishing up his/her assigned shift. A relief Nurse is not considered a bargaining unit Employee and shall not be covered by the provisions of this Agreement.

Section 5. NEW CLASSIFICATION. In the event the Hospital shall establish a new classification within the bargaining unit, the Hospital shall notify the Unit Chairperson in writing of the classification and rate of same. Said rate shall be binding on the Union unless the Union shall within thirty (30) days of receipt of said notice advise the Hospital's Administrator in writing of the Union's desire to negotiate the rate. In the event a rate is not agreed upon within sixty (60) days from commencement of such negotiations, either party may submit the rate to arbitration in accordance with Step 4 of the grievance procedure herein.

ARTICLE 10 - SENIORITY

Section 1. A. SENIORITY. The seniority of any Employee shall be determined by the commencement date of actual work of his/her last continuous period of employment and not the

anniversary date of this Agreement and shall be computed in terms of years, months and days since such last date of commencement of actual work. In the case of two (2) or more Employees hired on the same day, seniority will be determined by the lowest last number of each Employee's Social Security number; the lowest number being placed on the seniority list first. For these purposes 0 shall be low and 9 shall be high. Where the last Social Security numbers are the same, seniority ranking shall be determined by the second last number and so on.

Any Employee who has seniority at the Hospital and is later hired into this bargaining unit will retain their seniority from their first (1st) date of hire with the Hospital, for benefit purposes only, other than wages. Any Employee who was an Employee of the Hospital and later is placed in this bargaining unit will retain six (6) months of their past seniority for layoff, recall and promotion provisions. In the case of two (2) or more Employees hired on the same day into the bargaining unit who have seniority at the Hospital, seniority in the bargaining unit will be determined by the Employees' first (1st) date of hire with the Hospital. If the Employees have the same first (1st) date of hire with the Hospital, seniority will be determined by the lowest last number of each Employees' Social Security number.

B. PROBATION. A new Employee shall work under the provisions of this Agreement but shall be employed on a ninety (90) calendar day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Hospital may not discharge or discipline for purposes of discriminating against Union members. This probationary period may, in specific instances, be extended by mutual agreement between the Hospital and the Union. After the probationary period as provided herein, the Employee shall be placed on the regular seniority list, with his/her date of commencement of work of last continuous employment being his/her seniority date.

Section 2. SENIORITY SYSTEM. For the purpose of seniority there shall be no differentiation between full-time and part-time Employees.

Section 3. OFFICERS' SENIORITY. For purposes of layoff and recall only, Employees, who serve as Unit Chairperson or Stewards shall have top seniority within their respective departments and shifts while holding such office, provided they are seniority Employees and have the ability and capability to do the work required. The Union shall notify the Hospital, in writing, of the name of Employees entitled to top seniority hereunder and will thereafter keep the Hospital notified, in writing, of any change as to same.

Section 4. TERMINATION OF SENIORITY. Seniority shall be lost for the following reasons:

(a) Discharge for just cause.

(b) Quitting.

(c) Laid off for more than two (2) years.

(d) If the Employee is absent three (3) consecutive working days including Saturday, Sunday and holidays, if same are work days, without advising the Employee's supervisor or designated replacement giving reason satisfactory to the Hospital for such absence. Exceptions caused by emergency beyond the Employee's control can be mutually agreed upon.

(e) Failure to report for work on the first working day following the expiration of a leave of absence unless such failure to return to work is caused by sickness or injury or emergency beyond the Employee's control, and notice thereof is given to the Employee's supervisor or designated replacement during regular office hours within three (3) working days of said failure. Exceptions can be mutually agreed upon.

(f) If the Employee falsifies his/her reasons for absence or if he/she engages in formal or gainful employment for another employer during his/her leave of absence without the permission of the Hospital.

(g) If the Employee falsifies his/her employment application.

(h) If the Employee refuses to take a physical examination at the Hospital's request and cost upon the completion of a medical leave of absence or upon the return to work from absence because of injury or illness.

(i) If an Employee comes to work intoxicated or drinks intoxicating beverages on the job or brings intoxicating beverages to the Hospital's premises at any time.

(j) If the Employee engages in the improper use of drugs on the premises or carrying drugs off the premises without the permission of the Hospital.

Section 5. DISCLOSURE OF CONFIDENTIAL INFORMATION AND DISCOURTESY. Employees and the Union recognize the importance and necessity of courtesy to the Hospital's patients and of the treatment of information concerning patients and their families as confidential. Any and all information concerning any patient of the Hospital and of his/her family, shall be considered and treated as confidential. Any deliberate act or discourtesy to a patient by an Employee, or any disclosure of confidential information by an Employee to a patient or a fellow Employee, or any unauthorized

person, which is not made in the course of the Employee's duty to the Hospital, shall be regarded as a breach of duty by the Employee and may be treated as cause for disciplinary action up to and including immediate discharge.

Section 6. SENIORITY LISTS. The Hospital shall maintain up to date seniority records. As soon as practicable after this Agreement becomes effective the Hospital will compile a seniority list from its current records and will furnish a copy of the same to the Unit Chairperson and the Office of the Business Representative. The said list shall be chronological designating all Employees covered by this Agreement by seniority date. The Hospital shall thereupon post a copy of said list on the Union bulletin board and for a period of the first thirty (30) days of posting of said list each Employee shall examine the list in order to make certain that his/her seniority status is correctly stated therein. If he/she claims that it is not, he/she shall promptly take the matter up with his/her immediate supervisor, who shall investigate the claim. Upon the expiration of said thirty (30) days, such list shall stand as correct and accepted by all parties, provided, however, the list shall remain posted. An Employee's seniority date therein will be that which is shown upon the Hospital's records. An updated seniority list shall be posted and given to the Unit Chairperson and the Office of the Business Representative, every three (3) months.

Section 7. PROMOTIONS. (a) When there is a job vacancy, whether part or full time, said vacancy shall be posted for a period of five (5) calendar days setting forth the requirements of the position on a conspicuous place on the Hospital bulletin board. Seniority Employees interested shall apply in writing within the five (5) calendar days posting period on forms provided by the Hospital to the Personnel Department. The vacancy shall be awarded to the applicant qualified for the job who is the most senior. The job bidders and the Unit Chairperson shall be notified who is the successful bidder. The successful bidder shall be granted a fifteen (15) working day trial period to determine the Employee's ability to perform the job, the Employee's capability of doing the job, and the Employee's desire to remain on the job.

(b) During the trial period, the Employee shall have the right to revert back to his/her former job.

(c) During the trial period the supervisor may revert the Employee back to his/her former job if the Employee is unable to perform the work of the job which he/she is promoted. The supervisor shall give the reasons for his/her action in writing to the Employee and the Director of Nursing.

(d) During the trial period an Employee will receive the rate of the job he/she is performing.

(e) The vacancy left by the successful bidder shall be filled by the Hospital, as provided in sub-section (a).

(f) Under the provisions of this Article 10, Section 7, and subject to all its terms, part-time and full-time Employees shall be eligible to bid for either full-time or part-time vacancies.

(g) If there is a vacancy in a position or on a shift, a qualified Employee may transfer from position to position or shift to shift on the basis of seniority. Employees shall not be permitted to so transfer more than once in six (6) months unless mutually agreed between the Registered Nurse and the Director of Nursing.

(h) For the purposes of this Section 7 "qualified" shall mean the education, ability and nursing experience to do the required work.

(i) Any Employee can apply for future job openings and bids will be held on file by the Union.

Section 8. TEMPORARY MOVEMENT OF EMPLOYEES. When it is necessary due to lack of volunteers to temporarily move an Employee out of a work area to another work area or from shift to shift the Employee with the least seniority will be moved, except in an emergency or where an Employee's special skill is required.

Section 9. PERSON LEAVING CLASSIFICATION. Persons who leave the classifications of work covered by this Agreement, but remain in the employ of the Hospital in some other capacity, shall retain their seniority rights and shall accumulate seniority rights up to one (1) year while out of the unit and shall have the right to exercise same upon their return to their original unit.

Section 10. RESIGNATION. Should any Employee wish to resign after the probationary period, a minimum of two (2) weeks written notice must be processed through his/her supervisor or department head. Failure to give proper notice will result in loss of terminal benefits, unless excused by the Hospital for good or unavoidable cause shown.

Section 11. LAY-OFF - RECALL. (a) Seniority shall govern in the layoff and recall of Employees provided the senior Employee remaining has sufficient ability to perform the work available. "Sufficient ability" shall mean that the Registered Nurse is able to assume full responsibility for the position in five(5) working days or less.

(b) In the event of a lay-off, an Employee so laid off shall be given three (3) days notice of recall by certified mail to his/her last known address. The Employee must report to work

within three (3) days after delivery of notice, except that because of emergency beyond the Employee's control a longer time may be mutually agreed to.

Section 12. DAILY LAY-OFF. (a) If the Hospital lays off on a daily basis the lowest seniority Employee in the classification and on the shift affected shall be informed at least two (2) hours prior to his/her next scheduled shift that he/she is temporarily laid off. If the affected Employee(s) is not working at the time notice is to be given he/she shall be notified by telephone call. If there is no answer or the Employee(s) cannot be reached directly, a second call shall be made in the presence of a union representative (steward, alternate steward or acting steward). If there is no answer or the Employee(s) cannot be reached directly it shall be so noted on the call sheet used by the caller and shall be initialed by the union representative. If the affected Employee reports for work after notification or attempted notification as aforesaid he/she shall be sent home without pay. If said two (2) hours notice is not given or attempted to be given as aforesaid and the Employee reports for work he/she shall work a minimum of four (4) hours or receive a minimum of four (4) hours pay at the Hospital's choice, unless he/she is receiving standby pay or he/she is released from work by the Hospital due to an emergency beyond the Hospital's control that was not due to the Hospital's negligence. The four (4) hours of work or four (4) hours of pay requirement shall not apply to Employees who are sent home for disciplinary reasons or by their own request.

(b) In the event of a daily lay-off, the affected Employee may bump the least senior Employee in the affected classification scheduled to work on the next two (2) successive shifts. An Employee wishing to exercise his/her bumping rights hereunder must so inform the Hospital at the time he/she is notified of the lay-off. If the Employee who is bumped is subsequently laid off and the remaining Employee(s) is senior to the original bumping Employee then the original bumping Employee may not exercise his/her bumping rights unless there is a junior Employee on a shift yet to be worked within the initial period of the next two successive shifts. The bumping Employee must be able to perform the assigned work at the times required.

ARTICLE 11 - STEWARDS

Section 1. DUTIES. The Employer recognizes the right of the Union to designate two (2) Stewards on the day and afternoon shifts respectively and one (1) Steward on the midnight shift from the Hospital's seniority list to represent all Employees covered by this Agreement. The Union may designate alternate steward(s) who shall only act when the regular Steward is absent from the Hospital premises. The authority of the Stewards and alternates so designed by the Union shall be limited to the Bargaining Unit and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances with his/her supervisor or the designated Hospital representative in accordance with the provisions of the collective bargaining agreement;

(b) The collection of dues when authorized by appropriate Union action;

(c) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information;

(1) have been reduced to writing; or

(2) if not reduced to writing, are of a routine nature and do not involve stoppages, slow downs, refusals to handle goods, or any other interference with the Hospital's business.

Section 2. TIME FOR GRIEVANCES. It is mutually agreed that patient care is the first obligation of the Hospital and the Employees. With this recognition, the Steward shall be permitted as soon as is practical, reasonable time to investigate, present and process grievances on the Hospital property without loss of time or pay during his/her regular working hours, providing same does not adversely affect and/or detract from the patients' welfare. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward. This privilege shall not be abused.

Section 3. NAMES OF STEWARDS. The names of the Stewards and Alternate Stewards and of the Unit Chairperson shall be sent to the Hospital promptly in writing after their designation and as to any changes therein.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complains arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Hospital and the Union.

Section 2. PROCEDURE. If an Employee has such a grievance, it shall be handled in the following manner, each successive Step to be followed unless the grievance was settled or abandoned at the preceding Step and if a written grievance is settled at any Step, its disposition shall be signed by the Employee with the Hospital providing the opportunity for a Union

Steward to be present when so signed or by his/her Union representative who acted for him/her. Grievances regarding suspensions and/or discharges shall be initiated beginning at Step 3 of this Grievance Procedure. All grievances shall state the Article and Section of the contract that has been violated.

Step 1. The Employee shall discuss his/her grievance with his/her immediate supervisor promptly and in any event within seven (7) days after it arises or if he/she had no knowledge of it, within seven (7) days after he/she discovered it or should have been aware of it. The supervisor shall give his/her answer within five (5) days after the Employee presented the matter to him/her. The Employee may be accompanied by his/her Steward if he/she desires. The Union may automatically take it to the next Step of the grievance procedure if no decision is given in five (5) days by the immediate supervisor. Unresolved grievances shall proceed to Step 2 provided they have been appealed within five (5) days from the date the Hospital's answer was received or was due.

Step 2. In the event the grievance is not settled at Step 1, the grievance shall be placed in writing and signed by the aggrieved Employee on forms to be provided for that purpose and presented by the Employee or his/her Steward to the Director of Nursing, to his/her designee in case he/she is absent, for discussion and for his/her written disposition, which shall be given within the first five (5) days after such discussion is concluded, provided; that if an Employee's immediate supervisor is the Director of Nursing, so that such grievance has already been submitted to him/her in the previous step, the grievance shall advance from Step 1 directly to Step 3. The Union may automatically take the grievance to the next step of the grievance procedure if no decision is given in five (5) days by the Director of Nursing. Unresolved grievances shall proceed to Step 3 provided they have been appealed within five (5) days from the date the Hospital's answer was received or was due.

Step 3. In the event the grievance is not settled at Step 2 and the grievance has been appealed within the time limits set forth above, the Union may request a meeting with the Hospital Administrator or his/her designee and representatives of the Union including the Business Representative. Said meeting shall be held within ten (10) days of the request meeting. Following said meeting, the Administrator or his/her designee shall give his/her answer to the grievance within five (5) days. The Union may automatically take it to the next step of the grievance procedure if no decision is given in five (5) days by the Hospital Administrator or his/her designee. Unresolved grievances shall proceed to Step 4 provided they have been appealed within thirty (30) days from the date the Administrator's answer was received or was due.

Step 4. In the event the grievance is not settled at Step 3 within the time limits set forth above, the written grievance shall then be submitted to arbitration in accordance and subject to the following rules and procedures:

(a) The parties shall promptly endeavor to agree in the selection of an arbitrator. If they have not so agreed within seven (7) calendar days after the submission to arbitration, the Union representative shall, within the next seven (7) calendar days, request the American Arbitration Association to cause the selection of an arbitrator to be made in accordance with its Voluntary Labor Arbitration Rules then in effect.

(b) The written grievance shall then be arbitrated by the arbitrator in accordance with such Voluntary Arbitration Rules.

(c) The jurisdiction of the arbitrator hereunder shall be limited to an Employee grievance arising out of the interpretation or application of this Agreement. The arbitrator shall not have jurisdiction to add to, subtract

from, or modify any of the terms of the Agreement, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto, or to exercise any of their functions or responsibilities. If the grievance concerns matters not so within the jurisdiction of the arbitrator, it shall be returned to the parties without decision.

(d) The decision of the arbitrator shall be final and binding on all parties, and they hereby agree to abide by the same.

(e) The arbitrator's fee and expenses and the Association's charge shall be borne equally by both parties. All other expenses including the expenses of witnesses, shall be borne by the party incurring them.

Section 3. Any grievance not appealed from a decision in one of the Steps above to the next Step within the prescribed time limit shall be considered dropped and not subject to further appeal unless the time limit is extended by mutual agreement by written memorandum.

Section 4. Unless otherwise indicated the references to days in this Article 12 shall mean calendar days.

Section 5. During the term of this Agreement there shall be no strikes and no lockouts.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

Section 1. After completion of the probationary period, an Employee wishing to contest any dismissal or discipline, shall do so pursuant to the grievance procedure set forth in Article 12.

Section 2. The Hospital shall not discipline or discharge any seniority Employee without just cause.

Section 3. The Hospital shall have the right to dismiss any Employee during his/her probationary period, and neither the Union nor the Employee shall have recourse in such case to the grievance procedure.

Section 4. The Employee will be required to acknowledge receipt of written warnings and reprimands or forfeit his/her right to the grievance procedure, except that the Employee may request the presence of a Steward prior to signing. It shall clearly indicate that the Employee's signature does not mean agreement to the charges or penalties.

Section 5. Notice(s) of disciplinary action that are in an Employee's file be destroyed at the end of one (1) year from the date of said notice if there has been no other disciplinary notices of any kind during said year period. Notices destroyed hereunder shall not be considered in imposing subsequent discipline.

Section 6. In case of discharge or discipline involving time off, the Hospital within forty-eight (48) hours (exclusive of weekends and/or holidays) of discharge or said discipline shall provide the Employee, by mail or otherwise, a written statement of the reason or reasons for discharge or said discipline. If the discharged or disciplined (involving time off) Employee requests Union representation, the said Employee's Union Steward shall, within forty-eight (48) hours (exclusive of weekends and/or holidays) of the request for representation, be given a copy of the written statement given to the Employee. The time to protest the discharge or said discipline involving loss of time shall run from the time of the Employee's receipt of the written statement provided herein.

Section 7. In the event of discharge or discipline involving time off, the Employee shall have the right to see his/her Steward before leaving the premises, in a place designated by the Hospital.

Section 8. Employees may review their personal files at reasonable intervals. Said Employee must make an appointment with the Personnel Department to review the file.

ARTICLE 14 - GENERAL CONDITIONS

Section 1. INSPECTION PRIVILEGES. Authorized agents of the Union shall have access to the Hospital's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Hospital's working schedule or interference with hospital-patient relationships.

Section 2. HEALTH AND SAFETY. The Hospital shall make reasonable provisions for the health and safety of its Employees during the hours of their employment. The Hospital and the Union will cooperate in maintaining said reasonable provisions for health and safety.

Section 3. PHYSICAL EXAMINATION. The Hospital reserves the right to require an Employee on Hospital time to submit to physical and/or mental examination, tests and X-rays, if deemed advisable and at the Hospital's cost.

Section 4. EMPLOYEE DEATH. In case of an Employee's death, payment of accrued wages or economic benefits shall be paid to legal heirs of the Employee or his/her estate.

Section 5. UNION BULLETIN BOARD. The Hospital will provide a bulletin board in the Hospital, in the area of the time clock, to be used by the Union for posting of notices of Union meetings and other official Union business.

Section 6. PAY DAY. Pay day will be every other week on Thursday after 3:00 p.m.

Section 7. NOTICE OF MARITAL STATUS CHANGE. Employees shall notify the Personnel Department of any change of name, address, marital status or number of dependents promptly. The Hospital shall be entitled to rely upon the Employee's last name, address, marital status and number of dependents shown on its records for all purposes involving his/her employment and this Agreement.

Section 8. USE OF PRONOUNS. Whenever reference is made in this Agreement to the male pronouns; he, him, etc., it is intended and shall be deemed to include reference to the equivalent female pronouns; she, her, etc.

Section 9. EMPLOYMENT VERIFICATION STATEMENT. When requested by an Employee, the Hospital will send a written statement of employment verification to said Employee's prospective employer.

Section 10. MEAL DISCOUNT. The Hospital shall continue to provide meals in its cafeteria for Employees at a discount. If an Employee is called away from his/her meal and is unable to complete it, the meal shall be replaced or the Employee shall be reimbursed the amount which he/she paid for that meal. The Employee is responsible for notifying his/her supervisor of the loss of said meal.

Section 11. TUITION REIMBURSEMENT. The Hospital shall continue its tuition reimbursement policy placed into effect January 1, 1993.

Section 12. JOB DESCRIPTIONS. The Employee's job description will be available in the Director of Nursing office and/or the Personnel Department and may be reviewed upon request.

Section 7. LUNCH PERIODS - REST PERIODS.

(a) Employees working an eight (8) hour shift shall receive a one-half hour non-paid lunch period to be taken consistent with the Employee's work load. Employees may leave the Hospital during their lunch period provided they punch out.

(b) Employees working an eight (8) hour shift shall receive one (1) fifteen (15) minute rest period in the first half of the Employee's shift and one (1) fifteen (15) minute rest period in the second half of the Employee's shift.

Section 8. SHIFT DIFFERENTIAL PAY. All Employees working the afternoon shift shall receive forty (\$.40) cents per hour shift differential and all Employees working on the midnight shift shall receive a fifty (\$.50) cents per hour shift differential.

Section 9. WEEKEND DIFFERENTIAL PAY. A weekend differential of fifty (\$.50) cents per hour will be paid to Employees working between 11:00 p.m. on Friday through 11:00 p.m. on Sunday. The afternoon or midnight shift differential will be added to the weekend differential for those Employees working on either the afternoon or midnight shifts on the weekend.

ARTICLE 18 - REPORT-IN PAY - STAND-BY PAY

Section 1. STAND-BY PAY. Stand-by pay of one (\$1.00) dollar per hour shall be paid to Employees while said Employees are on stand-by in accordance with the Hospital's present practice.

Section 2. CALL PAY. O.R.'s call pay to be the same as present practice.

Section 3. BEEPERS. Employees who are on call will receive beepers in accordance with the present practice.

ARTICLE 19 - VACATIONS

Section 1. AMOUNT OF VACATION. Paid vacations are made according to the following schedule on a forty (40) hour week:

(a) At the end of one year to the completion of the fourth year - 10 days' pay.

(b) From the end of the fourth year to the completion of the sixth year - 13 days' pay.

(c) From the end of the sixth year to the completion of the eleventh year - 15 days' pay.

Section 13. PERSONAL DAYS. Employee personnel may receive up to six (6) personal days without pay per year. Requests for a personal day shall be presented to the supervisor or department head fifteen (15) days prior to the posting of the schedule. The granting of such personal day shall be based upon seniority and consistent with the staffing needs of the particular department in which the Employee works. Exceptions beyond the six (6) days will be considered on an individual basis.

Section 14. CREDIT UNION DEDUCTIONS. The Hospital shall transfer, by mail, to the Credit Union the authorized deductions on the Friday following each payday. Further, if the Credit Union will pick up the authorized deductions on the said Fridays, the Hospital will so transfer the authorized deductions.

Section 15. NON-DISCRIMINATION. The Hospital and the Union shall not discriminate against any Employee because of religion, race, color, national origin, age, sex, height, weight, martial status, or handicap unrelated to the individual's ability to perform his/her job or position.

Section 16. ACLS. ACLS as mandated by the Hospital will be paid for by the Hospital.

ARTICLE 15 - LEAVE OF ABSENCES

Section 1. PERSONAL LEAVES OF ABSENCE.

(a) Any permanent full-time or part-time Employee who has completed his/her probationary period may be granted a leave of absence without pay by the Hospital for any reason which is acceptable to the Hospital; provided his/her services can be spared as solely determined by the Hospital. Except as hereinafter provided, no leave shall exceed three (3) calendar months during any one (1) anniversary year, but the Hospital may grant one or more extensions of a leave upon the Employee's request, at the Hospital's sole discretion, for acceptable reasons.

(b) Requests for a leave shall be made in writing signed by the Employee, to the Director of Nursing and the Hospital's Administrator or his/her designee and shall state the reasons for the request. Leave of absence, if granted, shall be in writing and shall require approval of the Hospital's Administrator or his/her designee.

(c) In considering leaves of absence requests, priority will be given in the order the requests are received by the Director of Nursing.

Section 2. SICK LEAVE. As of January 1, 1994 the following provisions shall be modified with the implementation of Flex Benefit Plan. See Memorandum of Understanding #7 regarding paid time off.

days of sick leave. After one (1) year of continued service, full time Employees will be granted one (1) day per month sick leave benefits for each month of continued service. Such sick leave benefits may accumulate to a maximum of ninety (90) days. After the first year of full time employment, sick leave benefits will be paid on the first day of illness.

(b) No sick leave benefit will be used as personal leave, nor will sick leave be granted for medical or dental appointments.

(c) After completion of one (1) year of continued part time employment, a part-time Employee will be granted one (1) day of sick leave benefits after completion of twenty-two (22) days of work and thereafter shall be granted one (1) day of sick leave benefits for each additional twenty-two (22) days worked.

(d) To receive sick leave, the Employee must notify the supervisor of his/her inability to work prior to the time he/she is to report for work. He/she must keep the supervisor informed of his/her condition and advise the supervisor as to the expected date of return to work. At the discretion of the supervisor, the Employee may be required to bring a doctor's statement as evidence of illness or injury.

(e) Any Employee who has accumulated sick days in excess of the maximum (90) days may cash in those days accumulated in excess of the aforementioned maximum. Such payout shall be made in the payday following the Employee's anniversary date upon receipt of written notification to the payroll department or the Employee's Department Head two (2) weeks prior to the preparation of that payroll.

(f) An Employee who leaves the Hospital's employment shall receive payment for one half (1/2) of his/her unused sick leave days.

Section 3. FUNERAL LEAVE. In case of death in the Employee's immediate family, the supervisor or Director of Nursing shall approve time off with pay up to three (3) scheduled working days with one (1) additional day if the site of the funeral is more than 350 miles from Manistee, Michigan. The immediate family is defined as mother, mother-in-law, step-mother, father, father-in-law, step-father, grandparents, brother, sister, spouse, child, step-child or grandchildren.

Section 4. EDUCATIONAL LEAVE. Employees who have acquired seniority of one (1) or more years who desire to further their education may make application for leave of absence without pay for that purpose. Such educational leave of absence will be granted for a period not to exceed twelve (12) months providing the Hospital's staff needs are met as solely determined by the Hospital and provided that in the Hospital's sole determination

the field of study to be undertaken by the Employee is either directly related to the Employee's work at the Hospital or the field of study would be of benefit to the Hospital. Additional leave of absence may be granted at the option of the Hospital.

Section 5. UNION LEAVE.

(a) Leave of absence without pay not to exceed one (1) full year shall be granted in the event an Employee becomes a full-time Union Business Representative.

(b) The Hospital agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any Employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided fifteen (15) days written notice is given to the Hospital by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of people affected, in order that there shall be no disruption of the Hospital's operations due to lack of available Employees.

Section 6. MATERNITY LEAVE. Full time and permanent part-time Employees who become pregnant are entitled to a maternity leave of absence subject to the following conditions:

(a) The Employee is responsible for notifying the Director of Nursing of her pregnancy as soon as possible.

(b) Requests for leaves of absence must be in writing to the Director of Nursing.

(c) Before the end of the seventh month, the Employee must obtain from her physician a statement as to how long she may continue her employment and whether or not there are any restrictions in duties performed or hours worked. After the seventh month, the Hospital may require such statements periodically. If there are any restrictions and if they result in the Employee not being able to fulfill her job responsibilities, her leave of absence will have to begin at that point.

(d) Before returning to work from a maternity leave of absence the Employee must submit to the Director of Nursing a written statement from her physician that she can medically resume her employment and on what date she may do so.

(e) If the Employee is eligible for and has accumulated sick leave benefits, such benefits are applicable to maternity leave provided:

1. Such benefits are limited to that portion of the maternity leave which is medically necessary as to the Employee's health, and;
2. Such medical necessary is documented by a physician.

(f) The Employee is responsible for notifying the Director of Nursing's office within ninety (90) days after birth of her plans to return to work. Failure to so notify or failure to return to work shall be considered as an automatic quit.

Section 7. JURY DUTY.

(a) A full or part-time seniority Employee who is summoned and reports for jury duty or as an expert witness in a court of record, as prescribed by applicable law, shall be paid by the Hospital an amount equal to the difference, if any, between the amount of wages the Employee otherwise would have earned by working during straight time hours for the Hospital on the day involved and the daily Jury Duty Fee or Expert Witness Fee paid by the Court, (not including travel allowances or reimbursement of expense), for each day in which he/she reports for or performs jury duty and one which he/she otherwise would have been scheduled to work for the Hospital. If the Employee reports for jury duty or as an expert witness and is excused in sufficient time, (four (4) or more working hours remaining on his/her shift) he/she shall report for work for the balance of the day. The provisions herein shall be interpolated so that afternoon and midnight shift Employees shall be treated equally with day shift Employees.

(b) In order to receive payment, an Employee must give the Hospital prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the day for which he/she claims such payments. The provisions of this paragraph are not applicable to an Employee who without being summoned, volunteers for jury duty.

Section 8. MILITARY LEAVE.

(a) The Hospital shall abide by the applicable law with respect to leaves of absence due to military law with respect to leaves of absence due to military service including National Guard duty.

(b) Full-time Employees who are members of an active Armed Forces Reserve or a National Guard Training Unit who serve up to two-week tour of active duty will be granted a leave of absence up to said two (2) weeks, or the length of training that may be required.

Section 9. GENERAL PROVISIONS RELATING TO LEAVES OF ABSENCE.

(a) Any Employee returning from a leave of absence not in excess of sixty (60) days shall be returned to his/her same job and shift. When an Employee is on leave in excess of sixty (60) days, the Hospital will endeavor to hold the Employee's former position open for the duration of the leave of absence. Should it be necessary to fill the position, the returning Employee will be given any available position he/she is capable of performing consistent with his/her seniority rights until he/she can be placed under this Section.

(b) No Employee can return to work before the expiration of his/her leave or when the leave has no specific return date, unless he/she gives two (2) weeks prior notice to the Director of Nursing. No Employee shall be paid for any leave of absence except as provided herein with respect to leaves specified as compensable, and paid sick leave.

(c) Wage and vacation increments which occur during a leave of absence of up to one (1) year shall be honored as if the Employee were not on leave.

(d) During the first ninety (90) days of a leave of absence an Employee will accrue sick leave and vacation benefits provided the Employee returns to work for at least ninety (90) days after the leave.

(e) Unless otherwise provided herein time absent on non-compensable leave of absence shall not count toward an Employee's automatic progression from one step to the next in the wage scale, nor toward the time he/she is considered to be on probation upon transfer, nor in the computation of any other benefits of employment which are either wholly or partially based upon time actually worked by an Employee.

Section 10. WAIVER OF SENIORITY RULES. If is agreed that the Union may waive any of the seniority rules set forth in this Agreement relative to the effort of the Hospital to provide a suitable job for the Employee who is off work on a Worker's Compensation Disability Leave. Such action shall not, however, result in the laying-off of any Employer with greater seniority.

ARTICLE 16 - WORK RULES, SCHEDULES AND LOADS

Section 1. WORK RULES. All new work rules and regulations for which an Employee may be discharged for a first offense shall be posted and submitted to the Union in writing at least ten (10) calendar days prior to the effective date of the work rules.

The Union shall have until the effective date to object to the proposed work rule. In no event shall the effective date be less than ten (10) calendar days after the posting and notification to the Union.

If the Union objects to the proposed work rule, the Union may submit to the grievance procedure its objection within ten (10) calendar days of said notification. The failure of the Union to object within said ten (10) calendar days shall be deemed waiver of the Union's rights to object to the rule. Notification to the Union shall consist of the delivery of a copy of the new rule to the Unit Chairperson and mailing of same to the Union Business Representative.

The Union hereby acknowledges receipt of a copy of current Hospital rules and regulations only as of the execution date of this Agreement.

Section 2. WORK SCHEDULES. Work schedules shall be posted two (2) weeks in advance of the beginning of the next pay period. A copy of the work schedule, as originally posted, shall be given the Unit Chairperson at the time of posting.

Employees affected by any change in the posted work schedule shall be notified of such change promptly when possible.

Employees may trade scheduled work days provided the trade is within the same classification, with permission of the appropriate supervisor or his/her designee and the trade does not result in overtime and does not affect the staffing patterns.

Section 3. WORK LOADS. The Hospital subscribes to the principle of reasonable work loads whenever possible and consistent with the Hospital's needs.

ARTICLE 17 - HOURS OF WORK

Section 1. WORK PERIOD. The work period shall be defined as eighty (80) hours in two (2) calendar weeks (12:01 a.m. on Monday to 12:00 a.m. on Sunday of the second week) and the work day will consist of eight (8) hours.

Section 2. OVERTIME. Time and one-half (1-1/2) shall be paid for all hours worked in excess of eighty (80) hours in any work period and eight (8) hours in any twenty-four (24) hour period commencing with the start of the Employee's shift.

(a) Any full-time Employee who is called to work on a scheduled day off will receive time and one half (1-1/2) for all hours worked.

(b) Any part-time Employee who is called into work with less than 48 hours notice will receive time and one half (1-1/2) for all hours worked.

(c) The above provisions shall be paid over and above an on call provisions.

Section 3. WEEKENDS. The Hospital will make reasonable efforts, consistent with staffing needs to give Employees, so desiring, every other weekend off.

Section 4. EQUAL OVERTIME. Scheduled overtime will be equalized among the Employees within classification and shift, as far as practicable. Information concerning equalization of overtime will be available in the nursing office in such a manner that the Employees involved may check their standing.

Section 5. COMPUTATION OF HOURS WORKED. Time worked shall be computed on the quarter hour basis in the following manner:

If the Employee punches in 7 minutes after the start of the shift no pay will be deducted.

If the Employee punches in 8 minutes after the shift, 15 minutes pay will be deducted.

If the Employee punches out 7 minutes after the end of the shift, no overtime will be paid.

If the Employee punches out 8 minutes after the end of the shift, 15 minutes overtime shall be paid.

The same principle shall apply to each 15 minute increment or decrement.

No overtime shall be paid without prior approval from the immediate supervisor or Director of Nursing.

No Employee shall be permitted to work beyond the end of the shift to make up any time lost due to late arrival.

Employees shall be at their place of work at the start of the shift and shall not leave until the end of the shift without permission. Abuse of the above may result in discipline.

Section 6. COMPUTING BENEFITS. For the purpose of computing the benefits defined under this Agreement, paid vacation, paid holidays, paid funeral leave, and jury duty, shall be considered as hours worked.

Section 7. LUNCH PERIODS - REST PERIODS.

(a) Employees working an eight (8) hour shift shall receive a one-half hour non-paid lunch period to be taken consistent with the Employee's work load. Employees may leave the Hospital during their lunch period provided they punch out.

(b) Employees working an eight (8) hour shift shall receive one (1) fifteen (15) minute rest period in the first half of the Employee's shift and one (1) fifteen (15) minute rest period in the second half of the Employee's shift.

Section 8. SHIFT DIFFERENTIAL PAY. All Employees working the afternoon shift shall receive forty (\$.40) cents per hour shift differential and all Employees working on the midnight shift shall receive a fifty (\$.50) cents per hour shift differential.

Section 9. WEEKEND DIFFERENTIAL PAY. A weekend differential of fifty (\$.50) cents per hour will be paid to Employees working between 11:00 p.m. on Friday through 11:00 p.m. on Sunday. The afternoon or midnight shift differential will be added to the weekend differential for those Employees working on either the afternoon or midnight shifts on the weekend.

ARTICLE 18 - REPORT-IN PAY - STAND-BY PAY

Section 1. STAND-BY PAY. Stand-by pay of one (\$1.00) dollar per hour shall be paid to Employees while said Employees are on stand-by in accordance with the Hospital's present practice.

Section 2. CALL PAY. O.R.'s call pay to be the same as present practice.

Section 3. BEEPERS. Employees who are on call will receive beepers in accordance with the present practice.

ARTICLE 19 - VACATIONS

Section 1. AMOUNT OF VACATION. Paid vacations are made according to the following schedule on a forty (40) hour week:

(a) At the end of one year to the completion of the fourth year - 10 days' pay.

(b) From the end of the fourth year to the completion of the sixth year - 13 days' pay.

(c) From the end of the sixth year to the completion of the eleventh year - 15 days' pay.

(d) From the end of the eleventh year to the completion of the sixteenth year - 20 days' pay.

(e) From the end of the sixteenth year and thereafter - 25 days' pay.

Section 2. VACATION ELIGIBILITY.

(a) **FULL-TIME EMPLOYEES.** A full-time Employee shall receive full vacation if such Employee has worked not less than one thousand eight hundred twenty (1820) straight time hours in the twelve (12) month period ending with his/her anniversary date. Full-time Employees working less than one thousand eight hundred twenty (1820) straight time hours in such period shall receive only that part of vacation as shall be determined by the application of a fraction in which the numerator shall be the straight time hours worked in such year, and the denominator shall be one thousand eight hundred twenty (1820) straight time hours.

(b) **PART-TIME EMPLOYEES.** A part-time Employee upon completion of a twelve (12) month period ending with his/her anniversary date shall receive that part of a vacation as shall be determined by the application of a fraction in which the numerator shall be the straight time hours worked in such year, and the denominator shall be two thousand eighty (2080) straight time hours.

Section 3. ANNIVERSARY DATE. No vacation pay will be given prior to the anniversary date of employment. If such a vacation request is granted and the Employee's services are terminated prior to the first annual anniversary date of employment, no vacation shall be paid. Any Employee who terminates after completion of one (1) year or two thousand eighty (2080) hours, is entitled to unused vacation days, provided said Employee gives two (2) weeks notice of termination as provided in Article 10, Section 10.

Section 4. VACATION SCHEDULES. Vacation schedules shall be prepared on the basis of first come first served. In any event, an Employee must notify the Hospital at least forty-five (45) days from the commencement of the proposed vacation and the Hospital shall notify the Employee no later than thirty (30) days from the commencement of the vacation period of approval or disapproval of the proposed vacation.

Section 5. LIMITED NUMBER ON VACATION. The Hospital reserves the right to limit the number of Employees on vacation at any time so as not to interfere with Hospital's functions.

Section 6. VACATION CARRYOVER. Employees may carry over earned vacation from one year to the next provided it does not exceed two (2) years accumulation and provided further, at the sole discretion of the Hospital, the Hospital may limit the Employee to taking no more than fifty (50%) percent of said Employee's accrued vacation at any one time.

Section 7. NO OPTION OF PAY. Employees shall not have the option of receiving pay and working or taking vacation except in the case of an emergency and with Hospital approval.

Section 8. VACATION PAY REQUEST. An Employee who wishes to receive his/her vacation pay in advance of his/her vacation, provided it has been earned, shall notify the business office two (2) weeks in advance of the pay day prior to commencement of vacation. Otherwise, vacation pay shall be paid in the usual pay sequence as in the past.

ARTICLE 20 - HOLIDAYS

Section 1. HOLIDAY PAY. All full-time Employees shall receive eight (8) hours pay at their straight time regular rate exclusive of all premium pay for each of the following eleven (11) recognized holidays provided the Employee is eligible under the rules established in this Agreement:

New Year's Day
President's Day
Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday
Floating Holiday
Floating Holiday

For use of floating holidays, see Memorandum of Understanding #7.

Section 2. HOLIDAYS WORKED. Employees shall be expected to work on holidays equally as necessary and shall be paid time-and-one-half (1 1/2) for all hours worked, in addition to their holiday pay. An Employee who works on a holiday for which he/she has not been scheduled shall receive double time for all hours worked in addition to holiday pay unless working because of a trade.

Section 3. PART-TIME EMPLOYEES. Part-time Employees who work on holidays shall be paid time-and-one-half (1 1/2) for all hours worked, in addition to one (1) hour holiday pay for each actual hour worked up to eight (8) hours, but shall not receive

holiday pay unless they work on the holiday. Part-time Employees shall be paid for one (1) floating holiday each contract year. For use of floating holidays, see Memorandum of Understanding #7.

Section 4. QUALIFICATIONS. In order for a seniority Employee to qualify for holiday pay when not scheduled to work the holiday, the following shall apply:

Employees must work their last scheduled working day preceding the holiday and their next scheduled working day following the holiday unless they have been previously excused by the Hospital. An Employee scheduled (including trades and call-in) to work on a holiday and who fails to report for work, and whose absence is not because of an approved trade, shall forfeit all pay for that holiday. (An Employee who works on a holiday shall not be given a substitute day off but, shall work their full normal work schedule).

Section 5. HOLIDAY DURING VACATION. When one of such holidays falls within an eligible Employee's approved vacation period and he/she is absent from work because of such vacation, he/she shall be paid for that holiday in addition to his/her vacation pay.

Section 6. HOLIDAY DURING LAY-OFF. An Employee who is on layoff or on a noncompensable leave of absence at the time such holiday occurs will not be paid for that holiday.

Section 7. HOLIDAY WHILE INCAPACITATED. In no case will the Employee be eligible for holiday pay if at the time of the holiday he/she is off work drawing Workers' Compensation, sick leave pay, or any other form of pay.

Section 8. BIRTHDAY HOLIDAY. In the case of the birthday holiday, full-time Employees may elect to take this holiday any time during the two-week pay period in which it falls. If a full-time Employee works their birthday and elects to take this holiday at another time during the two-week pay period in which the birthday falls, they will not be paid time and one-half for working on their birthday. They will, however, be paid holiday pay for the day they take in lieu of the birthday.

Section 9. CHRISTMAS AND NEW YEAR'S. For the purposes of computing holiday pay, the Christmas holiday will begin with the afternoon shift on December 24 and close with the end of the day shift on December 25. The New Year's holiday will begin with the afternoon shift on December 31 and will close with the end of the day shift on January 1.

ARTICLE 21 - INSURANCE AND PENSION

Section 1. HOSPITAL-MEDICAL BENEFIT PLAN. The Hospital agrees to continue the present Hospital-Medical Insurance coverage now in effect for Employees. For full time Employees, the full premium for family coverage at the level of benefits in effect on the date of the execution of this Agreement will be paid for by the Hospital. The provisions of Schedule C shall apply.

Section 2. PART-TIME. Part-time Employees shall receive single subscription coverage.

Section 3. UTILIZATION REVIEW. Attached as Schedule A is the Utilization Review program that shall apply during the term of this Agreement.

Section 4. DENTAL. The Hospital will maintain single subscriber insurance on dental.

Section 5. PROFESSIONAL LIABILITY INSURANCE. The Hospital shall pay for the cost of professional liability insurance for those unit Employees now covered by such insurance.

Section 6. LIFE INSURANCE. (a) The Hospital agrees to maintain a term life insurance policy in the principle amount of \$10,000.00 for death, and an additional \$10,000.00 for accidental death and dismemberment, on each of its full time Employees in the bargaining unit set forth herein.

(b) The Hospital agrees to maintain a term life insurance policy in the principle amount of \$3,000.00 for death, and an additional \$3,000.00 for accidental death and dismemberment, on each of its part-time Employees in the bargaining unit set forth herein.

(c) Employees shall, on leaving Hospital employment, have the right to convert this policy to an individual policy if they so desire.

Section 7. Flex-Benefit Plan. Effective January 1, 1994, the Hospital shall implement its Flex-Benefit Plan which shall modify the provisions of Sections 1, 2, 4 and 6 of this Article.

Section 8. PENSION PLAN. The Hospital will continue to provide the pension plan presently in effect. All Employees shall be eligible for participation in the pension after the completion of one (1) year of service provided they are twenty-one (21) years of age or older and have worked at least 1,000 hours in that year.

Effective July 1, 1988 the Hospital's total contribution shall be a total of 7% of total compensation based upon the definitions and specifications of the plan as approved by the Internal Revenue Service. This benefit shall be effective January 1 of each year following the above mentioned dates in accordance with the construction and specifications of the plan as approved by the Internal Revenue Service and the contract which the Hospital holds with the carrier of that plan.

Section 9. CONTINUATION OF HOSPITAL MEDICAL INSURANCE WHILE ON WORKERS' COMPENSATION. The Hospital shall continue to provide, at no cost to the Employee, Hospital medical insurance coverage for a one (1) year period while on Workers' Compensation for disability.

ARTICLE 22 - PHARMACY PURCHASES - HOSPITAL CHARGES

Section 1. PHARMACY PURCHASES. An Employee covered hereby, whether full-time or part-time, shall be entitled to purchase at the Hospital's cost, without any markup for themselves and their immediate family, non-prescription items regularly stocked by the Hospital pharmacy or prescription items usually provided by the Hospital pharmacy. Immediate family is defined as those persons whom the Employee declares on their Internal Revenue Service Income Tax Return. The Hospital, at its option, may require proof of declaration.

Section 2. HOSPITAL CHARGES. All full-time and part-time Employees are eligible for a fifty (50%) percent discount on the uninsured portion of their hospital bill. If an Employee has no hospitalization insurance, the discount will be fifty (50%) percent of that portion which would not be covered if the Employee were insured under the Hospital's present hospitalization insurance program. This discount applies whether the Employee or the Employee's spouse carries their insurance and covers all dependents whom the Employee declares on their income tax report.

ARTICLE 23 - WAGE SCHEDULE

JULY 1, 1992

START	6 MOS.	1 YR.	2 YR.	3 YR.	4 YR.	5 YR.
\$12.38	\$13.15	\$13.58	\$13.99	\$14.58	\$15.00	\$15.45

Graduate Nurses shall be paid at a rate of \$12.06 and will be raised to the start rate when they pass the Boards.

Charge Nurses shall be paid \$.50 per hour above their base rates.

SEPTEMBER 1, 1993

START	6 MOS.	1 YR.	2 YR.	3 YR.	4 YR.	5 YR.
\$12.63	\$13.41	\$13.85	\$14.27	\$14.87	\$15.30	\$15.76

Graduate Nurses shall be paid at a rate of \$12.30 and will be raised to the start rate when they pass the Boards.

The Charge Nurse shall be paid \$.50 per hour above their base rates.

MARCH 1, 1994

START	6 MOS.	1 YR.	2 YR.	3 YR.	4 YR.	5 YR.
\$12.88	\$13.68	\$14.13	\$14.56	\$15.17	\$15.61	\$16.08

Graduate Nurses shall be paid at a rate of \$12.55 and will be raised to the start rate when they pass the Boards.

The Charge Nurse shall be paid \$.50 per hour above their base rates.

SEPTEMBER 1, 1994

START	6 MOS.	1 YR.	2 YR.	3 YR.	4 YR.	5 YR.
\$13.14	\$13.95	\$14.41	\$14.85	\$15.47	\$15.92	\$16.40

Graduate Nurses shall be paid at a rate of \$12.80 and will be raised to the start rate when they pass the Boards.

The Charge Nurse shall be paid \$.50 per hour above their base rates.

ARTICLE 24 - SEPARABILITY AND SAVINGS CLAUSE

Section 1. INVALIDITY. If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should

be restrained by such tribunal pending a final determination as to its validity, the remainder to this Agreement and of any Rider hereto, or the appliance of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. COLLECTIVE BARGAINING. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 25 - MODIFICATION OF CONTRACT

If the parties mutually agree, in writing, to so negotiate, the parties may negotiate modifications in the non-economic only terms, provisions or conditions of this Agreement at anytime during the term thereof, provided, however, that the Union may not exercise any economic sanctions including strikes or slowdowns, in an attempt to enforce this section or any demands made during any negotiations under this Section.

ARTICLE 26 - FINALITY

No subject matter negotiated to conclusion and inserted into, reaffirmed or rejected in the Agreement will be proper subject for further negotiation or grievance unless mutually agreed to otherwise by the parties.

ARTICLE 27 - DURATION

Section 1. EFFECTIVE DATE. The effective date of this Agreement shall be July 1, 1992.

Section 2. TERMINATION. This Agreement shall remain in full force and effect for the period July 1, 1992 to and including March 31, 1995 at 11:59 p.m., and shall continue thereafter in full force and effect from year to year in the absence of a notice to terminate or amend this Agreement, as hereinafter provided.

In the event either party wishes to terminate or amend the Agreement, notice shall be given by either party to the other of such desire to terminate or amend, in writing, sixty (60) days prior to its expiration date or yearly extended date. If notice to amend is given, the Agreement shall remain in full force and

effect until a new Agreement is reached or until either party is given a ten (10) day notice to terminate.

WEST SHORE HOSPITAL

**MICHIGAN COUNCIL OF NURSES,
and HEALTH CARE PROFESSIONALS,
SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL UNION NO. 79 AFL-CIO**

By: _____
Dr. Daniel Joseph
Chairman of the Board

By: _____
Paul Policicchio
Its President

By: _____
Burton O. Parks
Administrator

By: _____
Ray Murdaugh
Business Representative

By: _____
Sheryl Wygant
Assistant Administrator

By: _____
Laurie Porter
Bargaining Committee Member

By: _____
Pamela Gockerman
Human Resources Manager

By: _____
Susan Stepniewski
Bargaining Committee Member

By: _____
Ronald Zajac
Bargaining Committee Member

rnk92.wsh

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SCHEDULE A

Hospital Utilization Review Components

The following components are designed and implemented as part of a total hospital utilization review program.

Pre-Admission Review: Approximately 40% of all hospital admissions are scheduled in advance. These are commonly referred to as "elective" or "non-emergency" admissions because of the ability to plan the hospital stay in advance. Elective admissions present an excellent opportunity to reduce hospital days and expenses. Pre-admissions review managers elective admissions by having a registered nurse work with the physician to plan the hospitalization in advance. In some cases, the treatment or procedure may be done on an outpatient basis, thereby the entire stay itself is reduced by continuous dialogue between the nurse and the physician, which assures the actual time spent in the hospital is appropriate for the patient. The Nurse Coordinator will know and understand the benefits package of the employer so that, if provided, other cost reduction techniques will be utilized. These techniques include:

1. same day surgery;
2. outpatient testing before admission;
3. outpatient surgery; and
4. second surgical opinion.

Concurrent Review: This process contains hospital costs during the hospital stay. All elective admissions are reviewed concurrently and all emergency admissions are also reviewed during this stage. The goal of the concurrent review process is to assure that patients have a clear need to remain hospitalized. This process serves as an ongoing control to make sure that agreed upon discharge dates are met.

Occasionally, patients may need to spend more time in the hospital because they have not fully recovered or they have developed complications. When this occurs, more frequent monitoring of the hospitalization takes place until the patient is discharged. Additional cost reduction techniques that can be employed during concurrent review include:

1. the use of less expensive skilled nursing facilities;
2. home health care; and
3. outpatient therapeutic services (i.e., physical therapy).

Retrospective Review: This review takes place after the patient has been discharged and the bill for the hospital services has been

received. The bill is received to make sure that it conforms to the diagnosis and treatment. In addition, the frequency and necessity of the treatment provided is reviewed. If problems exist, the hospital billing department is contacted for justification of charges. Bills should be reviewed before they are paid in order for the employer to exercise the greatest amount of leverage possible.

Once a decision has been made to proceed with the program, a good communications plan must be implemented. CCS, Inc. assists its clients in the development of a start-up and continuous communications program. CCS adapts to the communication needs of each client.

Management Reports: CCS will consult on the creation of manual or computer based management report system. These reports show all review activities that have taken place; i.e., before and after hospital days/1,000 average length of stay, and admission per 1,000. Hospital cases are divided into normal and excessive stays. Reports will also indicate who was hospitalized (i.e., employee, spouse, and dependent) and they will indicate the major forms of treatment (i.e., medical surgical, maternity, and other). Information generated by the reports are analyzed by CCS medical personnel. Trends in utilization and particular client problems are discovered and recommendations for corrective actions are indicated.

How Hospital Utilization Review Works

Step 1

Call the Nurse Coordinator

Employee or covered dependent call the Nurse Coordinator immediately upon learning of a future hospital admission or within 48 hours after emergency hospitalization. Give the nurse the following information:

1. name and age of the patient
2. hospital name and address (i.e., city, state)
3. name and phone number of admitting doctor; and
4. admission date

Step 2

The Nurse Calls the Doctor and Monitors the Hospital Stay

The nurse contacts the doctor and together they:

1. review the reason for admission and the procedures to be performed.
2. discuss options such as pre-admission testing and the possibility of treatment as an outpatient. In many cases a hospital admission may not even be necessary; and
3. determine the name of days in the hospital.

During the hospital stay, the nurse is in frequent contact with the hospital and the doctor to make sure that:

1. the admission takes place upon the determined date and that prescribed care is being administered.
2. employee or dependent is actually receiving the treatment outlined by the doctor; and
3. employee or dependent is released from the hospital when hospital care is no longer needed.

CCS, Inc. strongly recommends the inclusion of an increased deductible or additional co-pay for those employees who fail to notify the Nurse Coordinator.

Hospital Utilization Review

Hospital Utilization Review is a MAJOR COST CONTAINMENT service that is GUARANTEED to pay for itself.

These are the experienced-tested features of the program:

1. Paperless Pre-Admission Review system requires only a phone call after initial, one-time registration.
2. Strong financial incentive for employee compliance.
3. No restrictions on choice of physician or hospital.
4. Coordinate by registered nurses and supported by experienced physician review, BEFORE, DURING, and AFTER admission.
5. Patient gets additional, professional review at no extra cost.
6. Emergency admission is direct, with 48 hours to call in.
7. Patient's own physician retains control.
8. Patient's health and well being are always of primary concern.
9. Alternatives offered for consideration are always subject to physician/patient agreement.
10. All medical information and reviews are strictly confidential.
11. Employee/patients spend no unnecessary time in hospital.
12. The Benefits Plan is not subjected to unnecessary costs.
13. Employee/patient shares in dollar saving if Plan is co-pay.
14. Employee/patient is EXEMPT from paying additional hospital charges.
15. The HUR program remains cost effective from the extremes of 0% Compliance and 100% Compliance.
16. A simple agreement form gets the program started.
17. Optional services available:
 - Hospital Bill Audits
 - Second Opinion
 - Worker's Comp & Disability Review

SCHEDULE C: CHANGES TO THE HEALTH BENEFIT PLAN

- A. Human Organ Transplant expenses will be limited to non-experimental procedures as defined by the American Medical Association and which are performed in an approved transplant center. Eligible expenses will include the following:
1. The transplant operation including pre and post surgical care.
 2. Medical and hospital expenses of the donor if the hospital admission is for the sole purpose of the organ removal.
 3. The procedure to remove the donor's organ, storage and transplant of the organ, limited to \$5,000.
 4. Anti-rejection drugs, limited to \$10,000 per calendar year.
- B. Substance Abuse Rehabilitation expenses will be: 1) considered as Mental/Nervous expenses, 2) paid up to three times while covered by the Plan, and 3) paid upon completion of a licensed rehabilitation program which may be inpatient, outpatient, or both.
- C. Diagnosis and/or treatment of spinal subluxations or misalignments by a chiropractor will be limited to \$500 per calendar year. If general anesthesia, surgical service or hospitalization is required, this limitation does not apply.
- D. Change the Plan's eligibility definition for Handicapped or Mentally Handicapped Children to
- "unmarried children may continue to receive coverage with no age limitation if: 1) they apply for continuation before their 19th birthday (23 if a full time student), 2) they are covered under this Plan at the time they apply for continuation of coverage, 3) they are dependent on the employee as described by the IRS, 4) they are unable to be self-supporting because of a permanent physical or mental disability, and 5) medical verification is submitted as requested."
- E. A spouse who is eligible for group benefits through his/her employer must be enrolled in his/her employer's benefit program in order to be considered for benefits under this Plan, except when an out-of-pocket premium contribution is required.

- F. As a special encouragement for employees who carefully review their hospital bills from facilities other than West Shore, the Plan will pay to the employee 25% of the amount of any billing error that the employee discovers, up to \$500 per year.

Employees should obtain from the hospital a copy of billings relating to the hospitalization of themselves or their dependents. If incorrect charges are discovered, the employee should bring them to the hospital's attention and obtain a corrected billing statement.

The original hospital bill, together with the corrected bill, should be submitted to the Personnel Office.

- G. The existing "No-Fault Exclusion" language is replaced with the following:

"Benefits are not payable under this Plan for injuries received in an accident involving a car or other motor vehicle."

- H. Under the "Extension of Benefits" provisions of the Plan, the "Employees on Layoff" and "Employees on Approved Leave of Absence" subsections are deleted. These employees are entitled to extensions under COBRA for up to 18 months.

MEMORANDUM OF UNDERSTANDING #1

IT IS HEREBY UNDERSTOOD AND AGREED by and between the Hospital and the Union as follows:

1. ARTICLE 10, SECTION 3 - OFFICER'S SENIORITY. IT IS UNDERSTOOD AND AGREED, that when a Unit Chairperson or Steward is to be laid-off, he/she shall have top seniority applied first within the department and the shift by bumping the lowest seniority Employee whose job he/she can perform on that shift. If there is not available work that the individual can perform, then he/she may go to another shift within the department but must bump the lowest seniority person whose job he/she can perform on that shift.

2. ARTICLE 10, SECTION 12 - DAILY LAY-OFF (c) - IT IS UNDERSTOOD AND AGREED, that in recognition of the two (2) hour notice provision of Article 10, Section 12, the GRASP data used to make staffing adjustments in the Nursing Department shall be reported not less than one (1) hour before notification calls are to be made. GRASP data may also be reported at those times necessary to evaluate changes in patient care needs or additional staffing requests.

3. ARTICLE 10, SECTION 12 - DAILY LAY-OFF (d) - IT IS UNDERSTOOD AND AGREED, that the Hospital and the Union agree that Article 12(b) Daily Lay-Off - shall be modified as set forth below for a trial period from the date of the ratification by both parties of the new contract through March 31, 1995. During the trial period, an affected Employee may bump the least senior Employee in the affected classification scheduled to work on either of the next two (2) successive shifts. The Employee who is bumped may in turn bump the least senior Employee in the affected classification scheduled to work on either of the next two (2) successive shifts following the shift the Employee was bumped from.

4. ARTICLE 20, SECTION 2 - HOLIDAYS WORKED - IT IS UNDERSTOOD AND AGREED, that for purposes of scheduling holidays to be worked, that if an Employee is scheduled to work on a holiday and does not work that holiday because of trade, volunteering off or being cut, the Employee shall not be scheduled to work that holiday for the following year.

5. "RENT-A-NURSE" - IT IS UNDERSTOOD AND AGREED, that:

(a) The Hospital may utilize a "rent-a-nurse" between now and June 30, 1994 subject to review by the parties every six (6) months. Use of a "rent-a-nurse" shall be limited to one (1) per unit per shift unless there is an agreed upon exception to a greater number, between the Charge Nurse and the Manager; provided,

however, that if the Charge Nurse is a "rent-a-nurse, the Manager shall discuss the matter with a union steward, if available, or a Charge Nurse in another Unit.

(b) Prior to use of a "rent-a-nurse", full-time nurses will be offered overtime and part-time nurses will be offered additional hours.

(c) Prior to the use of "rent-a-nurse", casual Employees will be offered the opportunity to work.

(d) When "rent-a-nurse" is used in CCU and it is necessary to have a nurse cut from the area the following will apply:

(i) The nurses in CCU will be offered the opportunity to go to the floor.

(ii) If nurses do not volunteer, then the "rent-a-nurse" will be moved to the floor.

(iii) Thereafter, if it is necessary to cut a Registered Nurse on the floor, regular Employees will first be offered the opportunity to volunteer off. If there is no volunteer, consideration will be given to maintaining the nurses and allowing for cross-training and cross-orientation. However, if a cut is still necessary, the "rent-a-nurse" will be cut.

6. PRIOR EXPERIENCE CREDIT - IT IS UNDERSTOOD AND AGREED, that the Hospital may recognize a new hire's prior experience by placing him/her on the wage schedule at a rate up to the 3rd year level. Provided, that the individual shall remain at the wage level he/she was hired at until such time as the individual has been employed an amount of time to allow him/her to move on the salary schedule or there is a general wage increase applicable to the individual. Provided, further, that employees hired under this paragraph prior to the date of ratification of this contract, shall continue to move on the salary schedule as they have in the past.

7. ARTICLE 15, SECTIONS 2(e) and (f) shall be modified by adding the following language to that language set forth on page 21 of the contract.

(e) If a Registered Nurse brings with him/her accumulated sick leave days from another bargaining unit, he/she shall be paid at the current top rate of the classification he/she last occupied in the other bargaining unit for those days over ninety (90) accumulated sick leave days until such time as those accumulated sick leave days, earned in the other bargaining unit, are paid off.

(f) If a Registered Nurse, who leaves the Hospital's employment, has accumulated sick leave days from another bargaining unit that have not been paid off per (e) above, he/she shall receive payment for one-half (1/2) of his/her unused sick leave days accumulated in the other bargaining unit at the current top rate of the classification he/she last occupied in the other bargaining unit and one-half (1/2) of his/her unused sick leave days accumulated in the Registered Nurses' Unit at his/her rate of pay.

WEST SHORE HOSPITAL

MICHIGAN COUNCIL OF NURSES,
and HEALTH CARE PROFESSIONALS,
SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL UNION NO. 79 AFL-CIO

By: _____
Burton O. Parks
Administrator

By: _____
Ray Murdaugh
Business Representative

MEMORANDUM OF UNDERSTANDING #2

IT IS HEREBY UNDERSTOOD AND AGREED by and between the Hospital and the Union as follows:

Both the Hospital and the Union recognize that the rendering of quality patient care is the primary purpose and goal of the Hospital and its Employees. At times it is necessary to mandate that Registered Nurses work overtime to provide continuing patient care. In order to lessen the impact of mandatory overtime on any particular Registered Nurse, the Hospital will use its best efforts to limit mandatory overtime to four (4) hours, if patient care permits. In assigning mandatory overtime, the Hospital will use the following procedure which is a modification of the prior Memorandum of Understanding regarding Article 17, Section 4 - Equal Overtime.

Mandatory overtime will be applied in the following manner.

- 1) Mandatory overtime will be applied in each unit separately: OB, CCU, ER, OR, Medical-Surgical. However, the Registered Nurse will be mandated only in the Unit in which he/she ordinarily works.
- 2) The Hospital call list will be utilized first to attempt to find a volunteer to work all or part of the overtime.
- 3) If no one volunteers for the overtime, the Hospital will attempt to have a Relief Employee work all or part of the overtime.
- 4) If use of the call list and the calling of Relief Employees or other qualified Employees does not succeed in obtaining an individual who will work the overtime, then the lowest seniority Employee who is scheduled for that shift and unit will work on a rotating basis with the next lowest senior person becoming the lowest seniority person if more mandatory overtime is needed. For example, once the lowest seniority Employee has worked the mandatory overtime period then they would become the high seniority person until their time has been rotated around again for the mandatory overtime period.

WEST SHORE HOSPITAL

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By: _____
Burton O. Parks
Administrator

By: _____
Ray Murdaugh
Business Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING #3

IT IS HEREBY UNDERSTOOD AND AGREED by and between the Hospital and the Union as follows:

If the Hospital cannot move a Registered Nurse to a position he or she has been awarded pursuant to a job bid under Article 10 - Seniority - Section 7 -Promotions - within three (3) months of the Registered Nurse having been awarded the position, then the Hospital will advise the Registered Nurse in writing why the position has not been filled.

WEST SHORE HOSPITAL

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By: _____
Burton O. Parks
Administrator

By: _____
Ray Murdaugh
Business Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING #4

IT IS HEREBY UNDERSTOOD AND AGREED, BY AND BETWEEN THE R.N. UNIT, S.E.I.U. - LOCAL 79 AND THE HOSPITAL that, for the purposes of allowing non-traditional scheduling, the contract is modified by the following additions:

1. Article 9, Section 1, Full Time Employees: A nurse choosing a work period of forty (40) hours in a calendar week under Article 17, Section 1 shall be considered to be full time if the nurse is regularly scheduled to work a minimum of 36 hours per week period.
2. Article 9, Section 2, Part Time Employees: A nurse choosing a work period of forty (40) hours in a calendar week under Article 17, Section 1 shall be considered to be a part time employee if the nurse is regularly scheduled to work less than 36 hours per work period.
3. For purposes of Article 15, Section 2, Sick Leave: A nurse working on a forty (40) hour work period basis may be paid sick leave in 4, 8, or 12 hour increments, whichever most closely approximates, without exceeding the work time missed due to illness.
4. For purposes of Article 15, Section 3, Funeral Leave: The approved time off shall not exceed 3 scheduled work days with 1 additional work day if the site of the funeral is more than 350 miles from Manistee, Michigan. For wage purposes, a maximum of 24 hours straight time pay will be provided with an additional 8 hours straight time pay if the funeral is more than 350 miles from Manistee.
5. Article 17, Section 1, Work Hours: A nurse may choose, as an alternative to the 80 hours, 14 day pay period, to have the work period defined as forty (40) hours in a calendar week. The calendar week begins at 11:00 p.m. on Sunday and ends at 10:59 p.m. on the following Sunday. A nurse may exercise this option consistent with staffing needs and may not change from the forty (40) hour work period to the eighty (80) hour work period or vice versa more often than every four (4) weeks.
6. Article 17, Section 2, Overtime: A nurse scheduled on a forty (40) hour work period basis shall be paid overtime for all hours worked in excess of forty (40) hours in any such work period; accordingly, Article 17, Section 2, sub-paragraphs (a) and (b) shall not apply. However, sub-paragraph (c) shall continue to apply in that the nurse shall receive the benefit of any applicable on-call provisions.
7. Article 17, Section 4, Equal Overtime: The provision of this Section shall be waived for a nurse who is completing a shift of more than eight (8) hours work week and the shift to be staffed combined with the shift being completed exceeds 16 consecutive hours of work.
8. Article 17, Section 7, Lunch Periods - Rest Periods: Employees working on a forty (40) hour work period basis and who are working a shift of eight (8) hours or more but not more than twelve (12)

hours shall receive a one-half (1/2) hour non-paid meal break and two (2) fifteen (15) minute rest periods consistent with the workload.

9. Article 17, Section 8, Shift Differential Pay: The shift differential set forth in the contract shall apply to the nurse such that the nurse shall receive either the afternoon and/or midnight shift differential for those hours worked during the afternoon and/or midnight shift.

10. Article 17, Section 9, Weekend Differential Pay: The provisions of this Section 9 shall apply to those nurses working between 11:00 p.m. on Friday and 11:00 p.m. on Sunday. The afternoon and/or midnight shift differentials will be added to the weekend differential for those nurses working on either or both the afternoon and/or midnight shifts on the weekend.

11. For purposes of Article 18, Vacations, Section 1, Amount of Vacation, the days of pay identified are eight (8) hour days, i.e., 10 days equals 80 hours. Vacation time may be taken in 4, 8, or 12 hour increments.

12. For purposes of Article 20, Holidays: A full time nurse working on a forty (40) hour work period basis shall be limited to receiving eight (8) hours holiday pay for eligible holidays.

WEST SHORE HOSPITAL

MICHIGAN COUNSEL OF NURSES
AND HEALTH CARE PROFESSIONALS
SERVICE EMPLOYEES INTERNATIONAL
LOCAL UNION 79, AFL-CIO

By: Burton O. Parks
Administrator

By: Ray Murdaugh
Business Representative

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #5

IT IS FURTHER UNDERSTOOD AND AGREED, that the Union and the Hospital may waive the seniority rules set forth in this Collective Bargaining Agreement to comply with the requirements of the Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act to fill an open position. This waiver of seniority rules may be granted only if the waiver is necessary to accommodate an Employee as required under either Act, the Hospital and the Union have held a meeting to discuss the specifics of the accommodation and the impact of the waiver, and the Union and the Hospital agree to grant the waiver.

WEST SHORE HOSPITAL

MICHIGAN COUNCIL OF NURSES,
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SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL UNION NO. 79 AFL-CIO

By: _____
Burton O. Parks
Administrator

By: _____
Ray Murdaugh
Business Representative

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING #6

IT IS HEREBY UNDERSTOOD AND AGREED BY AND BETWEEN WEST SHORE HOSPITAL AND MICHIGAN COUNSEL OF NURSES AND HEALTH CARE PROFESSIONALS, SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL UNION NO. 79, AFL-CIO, that the Hospital can use an alternate staffing arrangement, commonly known as the Baylor Plan, and that the following shall apply:

1. That Article 9, Classification of Employees, is amended to include Section 6 as follows:

BAYLOR PLAN NURSE. A Baylor Plan nurse is a salaried, professional nurse exempt from the overtime provisions of the Federal Fair Labor Standards Act and the Michigan Minimum Wage Law. The Baylor Plan nurse shall have a work week of Monday through Sunday and shall be on a 40 hour, 7 day work period and not an 8 and 80 hour, 14 day bi-weekly work period. The Baylor Plan nurse shall, however, have the same bi-weekly pay day as the other employees of the Hospital. If it is determined by a state or federal agency or court of competent jurisdiction that the Baylor Plan nurse is not exempt from the Act(s), he or she shall be deemed to have received appropriate overtime pay, as required under the Act(s), based upon the number of hours required to be worked and the salary paid as set forth below.

The Baylor Plan set forth in this Memorandum of Understanding shall not apply to the OR but shall apply to all other areas of the Hospital where practical.

A Baylor Plan nurse shall work two (2) non-consecutive twelve (12) hour shifts per weekend for a total of twenty-four (24) hours per weekend.

The Baylor Plan nurse will be scheduled to work fifty (50) weekends per year.

2. That Article 10, Seniority, shall not apply to Baylor Plan nurses except as set forth in this paragraph. The seniority that a Baylor Plan nurse shall have will be from his or her date of hire, upon completing probation, as set forth in Article 10, Section 1B., vis-a-vis other Baylor Plan nurses. Also, Sections 4 and 5 of Article 10 shall apply. The other provisions of Article 10, Seniority, shall not apply.
3. That Article 17, Section 3, Weekends, is modified regarding the Baylor Plan nurse to provide that the Baylor Plan nurse will be scheduled to work fifty (50) weekends per year and shall have the opportunity to request two (2) weekends off per year by submitting a request at least fifteen (15) days prior to the posting of the schedule.

4. That Article 17, Section 7, Lunch Periods-Rest Periods, is modified to provide: Employees working on a Baylor Plan basis and who are working a shift of no more than twelve (12) hours shall receive a one-half (1/2) hour non-paid meal brack and two (2) fifteen (15) minute rest periods consistent with the workload.
5. That Article 23, Wage Schedule, shall not apply to the Baylor Plan nurse, but rather the Baylor Plan nurse shall be paid per weekend as follows: 7-1-92 \$507.28; 9-1-93 \$517.43; 3-1-94 \$527.78; 9-1-94 \$538.34.
6. That a Baylor Plan nurse who becomes ill and is unable to work a scheduled shift must present a physician's statement in order to return to work. A second occurrence may result in dismissal from the Baylor Plan.
7. That Baylor Plan nurses will only be accepted in pairs; that is, two (2) Baylor Plan nurses are needed in order to meet the scheduling demands of the plan.
8. That Baylor Plan nurses shall not be entitled to any of the fringe benefits (including shift and weekend differential pay) nor leave provisions provided under the Agreement, any Memorandum of Understanding, or any Hospital policy; provided, however, that a Baylor Plan nurse who meets the requirements of the pension plan shall be entitled to participate in same per the provisions of Article 21, Section 7.
9. That to further delineate the application or non-application of provisions of the collective bargaining agreement to the Baylor Plan nurses the following is agreed to:
 - (a) The following provisions of the Agreement shall apply to Baylor Plan nurses:
 - Article 1 - Recognition and Union Security
 - Article 2 - Check-off
 - Article 3 - Role of the Nurse and Code of Ethics
 - Article 4 - Nursing Care Committee
 - Article 5 - Evaluations
 - Article 6 - Succession
 - Article 7 - Management Rights
 - Article 8 - Working Supervisors
 - Article 10 - Seniority, Section 1B., Probation

- Article 10 - Seniority, Section 4, Termination of seniority
- Article 10 - Seniority, Section 5, Disclosure of Confidential Information and Discourtesy
- Article 11 - Stewards
- Article 12 - Grievance Procedure
- Article 13 - Discipline and Discharge
- Article 14 - General Conditions, Sections 1 through 10, Section 12, and Sections 14 through 16
- Article 16 - Work Rules, Schedules and Loads
- Article 21 - Insurance and Pensions, Section 5, Professional Liability Insurance
- Article 21 - Insurance and Pension, Section 7, Pension Plan
- Article 22 - Pharmacy Purchases and Hospital Charges
- Article 24 - Separability and Savings Clause
- Article 25 - Modification of Contract
- Article 26 - Finality
- Article 27 - Duration

(b) The following provisions of the Agreement shall not apply to Baylor Plan nurses.

- Article 9 - Classification of Employees, Sections 1 through 5
- Article 14 - General Conditions, Section 11, Tuition Reimbursement
- Article 14 - General Conditions, Section 13, Personal Days
- Article 15 - Leaves of Absence
- Article 17 - Hours of Work, Sections 1 through 6 and Sections 8 and 9
- Article 18 - Report In - Standby Pay
- Article 19 - Vacations
- Article 20 - Holidays

Article 21 - Insurance and Pensions, Sections 1 through 4, and Sections 6 and 8

Article 23 - Wage Schedule

10. For purposes of seniority, the Baylor Plan Nurse's seniority date shall be his/her original date of hire as a Baylor Plan Nurse.
11. Regarding vacation entitlement under Article 18 of the contract, the Baylor Plan Nurse, upon becoming a regular employee of the Hospital, shall receive a pro-rata vacation based upon the time period from when he/she became a regular employee to the conclusion of his/her anniversary date of hire. For purposes of calculating movement on the vacation schedule regarding the numbers of days of vacation entitlement, same shall be calculated based upon the seniority date (date of hire) of the Baylor Nurse who has now become a regular employee of the Hospital. As an example: Ms. Smith is hired as a Baylor Plan Nurse on June 1, 1991. On March 1, 1992, she becomes a regular, full-time nurse. For purposes of vacation entitlement, the hours she works from March 1, 1992 through May 31, 1992 (the end of her anniversary year) shall be counted to determine the pro-rata vacation she will be entitled to take on or after June 1, 1992.
12. Regarding holidays under Article 20, the Baylor Plan Nurse, upon becoming a regular employee, shall receive payment, pursuant to the provisions of Article 20, for those holidays that remain after he/she became a regular employee. Further, as to the floating holidays set forth in the contract, same shall be pro-rated based upon the anniversary date of the Registered Nurse.
13. Regarding pension entitlement under Article 21, Section 7 of the contract, the Baylor Plan Nurse, having already been covered under the Plan, shall continue in the Plan pursuant to its requirements and the provisions of the labor contract.
14. Regarding insurance coverage under Article 21, the Baylor Plan Nurse will receive insurance coverage on the first (1st) of the month following the month in which he/she became a regular employee.
15. Regarding wages under Article 23, the Baylor Plan Nurse, upon becoming a regular employee, shall be placed on the wage schedule at the point equal to the date when he/she became a regular employee in comparison with the date of his/her original date of hire (seniority date). However, the Hospital may adjust the individual's rate of pay by giving him/her credit for prior experience pursuant to paragraph 7 of the Memorandum of Understanding set forth at page 42 of the contract.

16. Regarding sick leave under Article 15, Section 2, the Baylor Plan Nurse shall start to accrue sick days with the date he/she becomes a regular employee. Should the Baylor Plan Nurse become a regular employee prior to completing one (1) year of service, there shall be a pro-ration of sick days. As an example, Ms. Smith is hired as a Baylor Plan Nurse on June 1, 1991. On March 1, 1992 she becomes a regular, full-time nurse. For the period of time from March 1, 1992 through May 31, 1992 (the end of her anniversary year) she shall be entitled to three (3) days of sick leave, which is the pro-rated amount. As of June 1, 1992 she shall accumulate one (1) day per month sick leave benefits for each month of continued service as set forth in Article 15, Section 2.
17. All other provisions of the contract that did not apply to the Baylor Plan Nurse pursuant to the provisions of this Memorandum of Understanding shall apply to the Baylor Plan Nurse upon becoming a regular employee.
18. That the representatives of the parties shall periodically meet to discuss operation of the Baylor Plan and any changes or modifications that may be necessary.

WEST SHORE HOSPITAL

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LOCAL UNION 79, AFL-CIO

By: Burton O. Parks
Administrator

By: Ray Murdaugh
Business Representative

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #7
PAID TIME OFF

Vacations

FULL-TIME ASSOCIATES:

Same as in current contract.

PART-TIME ASSOCIATES:

Same as in current contract. The vacation benefit is pro-rated based on hours worked.

Holidays

FULL-TIME and PART-TIME ASSOCIATES:

Floating Holidays are now considered as regular PTO and only PTO restrictions apply. Floating holiday allotments are determined for full-time and part-time ASSOCIATES based on membership group and collective bargaining agreements, as applicable.

Carryover of Unused Paid Time Off

FULL-TIME AND PART-TIME ASSOCIATES:

ASSOCIATES are eligible to carry forward any unused PTO up to an additional 12 months to a maximum of the ASSOCIATE'S PTO accrual minus the ASSOCIATE'S Short Notice Day allotment.

Short Notice Days

FULL-TIME ASSOCIATES:

Upon completion of the required service time limit, ASSOCIATES will be eligible for nine (9) Short Notice Days per calendar year to use for unanticipated illness or personal day requirements that might arise.

PART-TIME ASSOCIATES:

Upon completion of the required service time limit, an ASSOCIATE eligible for Short Notice Days will be pro-rated based on the hours worked in the previous calendar year. These days may be used for unanticipated illness or personal day requirements that might arise.

Pay-off of Unused Short Notice Days

FULL-TIME AND PART-TIME ASSOCIATES:

If an ASSOCIATE does not use his/her Short Notice Day allotment, the ASSOCIATE will be paid for those days at the end of the plan year,

which will be the calendar year. The unused days will be paid in the first full pay-period for the month of January in the following year.

Sell-Back of Paid Time Off

FULL-TIME AND PART-TIME ASSOCIATES:

The ASSOCIATE may wish to use Paid Time Off to buy additional benefits that cost more than the ASSOCIATE'S benefit "credits" provided. The PTO an ASSOCIATE converts into additional benefit credits are non-taxable when they are used to obtain non-taxable benefits.

Frozen Sick Day Banks

FULL-TIME AND PART-TIME ASSOCIATES:

ASSOCIATES that have frozen sick day banks may use those banked days to supplement their income under the following terms:

- Supplemental income to Short Term Disability income in order to maintain 100% of income level.
- Supplemental income to Long Term Disability income in order to maintain 100% of income level.
- Supplement to income in the event all available Short Notice Days have been paid and the ASSOCIATE must go on Short Term Disability. The number of days to be paid from the banked sick days will be limited to the days the ASSOCIATE was scheduled to work and missed due to the illness prior to the Short Term Disability becoming effective.

1993 Accrual of Sick Days

FULL-TIME AND PART-TIME ASSOCIATES:

Sick days that are accrued during the ASSOCIATE'S anniversary in 1993 shall be added to the ASSOCIATE'S sick day banks. The final accrual shall be between the ASSOCIATE'S anniversary date and December 31, 1993. The sick days accrued in that time period will also be added to the ASSOCIATE'S sick day banks.