

4/30/90

AGREEMENT

BETWEEN

BARAGA COUNTY MEMORIAL HOSPITAL

AND

MICHIGAN NURSES ASSOCIATION

FOR

UNIT I

REGISTERED NURSES

5/1/88 to 4/30/90

*Baraga County Memorial Hospital*

# TABLE OF CONTENTS

| <u>ARTICLE</u>                                                    | <u>PAGE</u> |
|-------------------------------------------------------------------|-------------|
| AGREEMENT. . . . .                                                | 1           |
| PURPOSE AND INTENT. . . . .                                       | 1           |
| I - RECOGNITION OF THE ASSOCIATION. . . . .                       | 1-5         |
| II - RECOGNITION OF THE HOSPITAL'S RIGHT TO MANAGE. . . . .       | 5-6         |
| III - NO STRIKE CLAUSE. . . . .                                   | 6           |
| IV - SPECIAL CONFERENCES. . . . .                                 | 6-7         |
| V - GRIEVANCE PROCEDURE. . . . .                                  | 7-9         |
| VI - SENIORITY. . . . .                                           | 9-13        |
| VII - ROLE OF THE NURSE. . . . .                                  | 13-15       |
| VIII - PROFESSIONAL AND OCCUPATIONAL EDUCATION. . . . .           | 15          |
| IX - UNPAID LEAVES OF ABSENCE. . . . .                            | 16-18       |
| X - PAID LEAVES OF ABSENCE. . . . .                               | 18-19       |
| XI - PAID LEAVE. . . . .                                          | 19-20       |
| XII - HOLIDAYS. . . . .                                           | 20-21       |
| XIII - HOSPITALIZATION INSURANCE. . . . .                         | 21          |
| XIV - EMPLOYEE'S DISCOUNT. . . . .                                | 22          |
| XV - PHYSICAL EXAM. . . . .                                       | 22-23       |
| XVI - PENSION. . . . .                                            | 23          |
| XVII - SCHEDULING. . . . .                                        | 23          |
| XVIII - CREDIT FOR PRIOR EXPERIENCE. . . . .                      | 24          |
| XIX - HOURS, WAGES AND OTHER EMPLOYMENT BENEFITS. . . . .         | 24-26       |
| XX - GENERAL PROVISIONS. . . . .                                  | 26-27       |
| XXI - VACANCIES, TRANSFERS, PROMOTIONS AND NEW POSITIONS. . . . . | 27          |
| XXII - NURSING PRACTICE COMMITTEE. . . . .                        | 28          |
| XXIII - TERMINATION OF EMPLOYMENT. . . . .                        | 28-29       |
| XXIV - EVALUATIONS. . . . .                                       | 29          |
| XXV - SAFETY. . . . .                                             | 29          |
| XXVI - TERM OF AGREEMENT. . . . .                                 | 29-30       |
| SCHEDULE A. . . . .                                               | 31-32       |

AGREEMENT  
BETWEEN  
BARAGA COUNTY MEMORIAL HOSPITAL  
AND  
MICHIGAN NURSES ASSOCIATION

THIS AGREEMENT, entered into this 1st day of June, 1985 by and between the BARAGA COUNTY MEMORIAL HOSPITAL, 770 North Main Street, L'Anse, Michigan, 49946 (hereinafter referred to as the "Employer" or "Hospital",) and the Michigan Nurses Association, 120 Spartan Avenue, East Lansing, Michigan, 48823 (hereinafter referred to as "Association").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Association.

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

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

ARTICLE I. RECOGNITION OF THE ASSOCIATION

SECTION I. RECOGNITION

Pursuant and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for permanent full-time and permanent part-time employees of the Employer included in the bargaining unit described below:

All Registered Nurses and Graduate Nurses but excluding Registered Nurse Supervisors, the Director of Nursing and all other employees. The terms "employee" and "employees" as used herein shall refer to and include only those employees who are employed in the bargaining unit described in this section.

SECTION II. ASSOCIATION MEMBERSHIP

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Michigan Nurses Association

at the time shall be required as a condition of continued employment to continue membership in the Michigan Nurses Association or pay service fee to the Michigan Nurses Association equal to dues uniformly required in the Bargaining Unit for membership for the duration of this Agreement.

B. Any individual who is a member of and adherent to teachings of a bonafide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required to join or financially support the Michigan Nurses Association as a condition of employment. Such employees shall contribute to a non-religious charitable fund exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code, a sum equal in amount to the periodic dues and fees uniformly required in the Bargaining Unit as a condition of Michigan Nurses Association membership.

C. Employees covered by this Agreement who are not members of the Michigan Nurses Association at the time it becomes effective shall be required as a condition of continued employment to become members of the Michigan Nurses Association or pay the above referenced service fee or make the above referenced contribution for the duration of this Agreement on or before the 10th day after the 30th day following such effective date.

D. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of the Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Michigan Nurses Association or pay the above referenced service fee or make the above referenced contribution for the duration of this Agreement on or before the 10th day after the 30th day following the beginning of their employment in the Unit.

E. An employee who shall tender the periodic dues uniformly required in the bargaining unit as a condition of acquiring membership or pay the above referenced service fee or make the above referenced contribution shall be deemed to meet the condition of this section.

F. Any employee to who membership in the Michigan Nurses Association is denied or whose membership is terminated by the Michigan Nurses Association by reason of his/her failure to tender the periodic dues or appropriate service fee or make an appropriate contribution as is uniformly required in the Bargaining Unit as a condition of continued employment shall be terminated. No employee shall be terminated under this section, however, unless:

1. The Michigan Nurses Association first has notified him by letter addressed to him at the address last known to the Michigan Nurses Association concerning his delinquency in not tendering

the periodic dues required under this section, and warning him that unless such fees and dues are tendered within seven (7) days he will be reported to the Hospital and termination from employment as provided herein; and

2. The Michigan Nurses Association 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 Michigan Nurses Association has requested in writing that he be discharged from employment in the bargaining unit.

6. The Michigan Nurses Association agrees that neither it nor its members nor anyone acting on its or their behalf or with their consent or permission shall coerce, intimidate, or discriminate either for or against any employee or employees with respect to their right to work or because of or in respect to membership or non-membership in the Michigan Nurses Association, and further agrees that there shall be no solicitation of employees for Michigan Nurses Association membership or dues during an employee's working time. The Hospital agrees to inform all new hired into the bargaining unit of their obligation with respect to Association Membership as delineated in the contract.

### SECTION III. ASSOCIATION DUES OR SERVICE FEES

A. The Employer will deduct from the pay of each employee who voluntarily authorizes such deduction in the manner hereinafter prescribed, current monthly Michigan Nurses Association membership dues or service fees not including any special assessment or fines or other levies. Such deductions will be made from the first pay receivable by the employee during that month in which he has sufficient net earnings to cover such dues or fees, and they will be remitted by the Hospital to the Michigan Nurses Association at its office located at 120 Spartan Avenue, East Lansing, Michigan 48823, not later than the 25th day of that month along with a record of the name of the employees of whom deductions have been made; and the amounts thereof. The Hospital shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and, if for any reason, such an error or the like, it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay after the error has been called to its attention by the employee or the Michigan Nurses Association.

B. The dues and fees shall be deducted in twelve (12) equal monthly installments with appropriate adjustments being made for any nurse who is on leave or layoff.

C. The Employer will recognize only such authorizations for payroll deductions as are signed by employees after the effective date of this Agreement on forms to be furnished by the Hospital.

D. The Michigan Nurses Association shall, thirty (30) days in advance of the start of the fiscal year, give written notification to the Employer of the amount of the dues and fees which are to be deducted. The deduction amounts of these dues shall not be subject to change during the entire fiscal year except for one mid-year adjustment upon the Michigan Nurses Association providing thirty (30) days notice of such change.

E. The Employer shall be required to make dues and fees deductions only as long as it may legally do so. The Michigan Nurses Association will fully protect and render the employer harmless against any liabilities for claims resulting from this Article or deduction of dues.

#### SECTION IV. EMPLOYEE REPRESENTATION

A. The Michigan Nurses Association shall serve with regard to collective bargaining agreements which cover the members of the Association between the Association and the Employer.

B. The Baraga County Memorial Hospital Registered Nurse Staff Council shall certify to the Employer the names of its Officers (Chairperson, Vice-Chairperson, Secretary) chosen by the membership to act on their behalf. The Hospital shall not be obligated to meet with representatives other than those from the Michigan Nurses Association or those officers and/or Grievance Committee Members certified in writing by the Baraga County Memorial Hospital Registered Nurse Staff Council to the Hospital.

C. A grievance committee consisting of not more than three (3) members, the members of which shall be certified in writing to the Hospital by the Baraga County Memorial Hospital Registered Nurse Staff Council, shall represent the employees in the grievance procedure as herein provided. It is agreed that the Michigan Nurses Association may represent an employee at any level of their grievance procedure.

D. A representative will be allowed to leave his regular job for the presentation of grievances in accordance with the grievance Procedure hereof as soon as, in the opinion of his supervisor, he can be spared therefrom without interfering with the Hospital's normal operation and provided he first secures his supervisor's consent, which shall not unreasonably be withheld. If any employee wishes the presence of his representative for such purpose, the employee shall notify his own supervisor, who shall then notify the representative without unreasonable delay.

E. The Hospital shall only pay or compensate Staff Council representatives in the investigation of grievances conducted during their regularly scheduled working hours.

F. Representatives of the Association or Staff Council may enter the Hospital where their presence is necessary and appropriate and provided such appointment has been cleared with the Administrator or his designated representative.

G. Any discipline which is a written warning or more severe than a written warning shall be proceeded by the employer informing the employee of their right to representation by the Association representative, the employee has the option to have representation present or to waive such representation.

H. Nurses shall have the right to present grievances in person or through an MNA representative at the appropriate step of the grievance procedure. No discussion shall occur on the grievance until an MNA representative has been afforded a reasonable opportunity to be present at any grievance meeting with the nurse(s). Any settlement reached shall be communicated to the staff council chairperson by the Employer and shall not be inconsistent with the provisions of this Agreement.

## ARTICLE II. RECOGNITION OF THE HOSPITAL'S RIGHT TO MANAGE

The Association recognizes and agrees that the Hospital has the right to govern all aspects of operating the Hospital and to direct its entire work force at all times. It agrees that it will not disrupt or interfere with the sole and exclusive right and responsibility of the Hospital to manage and operate the Hospital. Generally, this includes, but is not limited to, the right to: suspend, discipline and discharge for cause, hire, promote, demote, assign, transfer, layoff, recall or relieve employees; determine by interview, performance, transfer, layoff, recall or relieve employees; determine by interview, performance, written test or other generally accepted methods or procedures the ability, aptitude and/or qualifications of individual employees for assignment to, employment in or promotion to the various positions and job classifications; determine the number of employees; schedule employees as it deems necessary; establish the qualifications for various positions and job classifications; establish policies, rules and regulations governing the employees and others using the Hospital; enforce and maintain discipline and efficiency among employees, determine the nature, scope and type of facilities and services provided by the Hospital; alter or install new facilities and change or institute new methods, policies, procedures and/or systems.

An employee covered by this Agreement shall immediately proceed to carry out any order of instruction given him by the Hospital, "unless doing so would obviously jeopardize the health or safety of himself or others or violate his professional obligation."

Notwithstanding the provisions of this Article, it is agreed and understood that the Association does not abrogate its rights

nor the Hospital its obligation to negotiate with respect to all matters which are subject to negotiations under applicable federal and state laws.

### ARTICLE III. NO STRIKE CLAUSE

A. No employee or employees shall either directly or indirectly take part in or cause or attempt to cause any strike of any sort whatsoever either complete or partial against the Hospital, furthermore, they shall not engage either directly or indirectly in any complete or partial stoppage of work, boycott, demonstration, picketing, refusal to do reasonably assigned work or interference of any sort whatsoever with any of the normal operations of the Hospital or in any conduct which causes or results in such interference. Any employee who engages in any such prohibited conduct shall be subject to discipline or discharge. The grievance procedure set forth herein provides the sole remedy for the settlement of employee grievances.

B. The Association agrees that neither it nor any of its representatives or members shall either directly or indirectly authorize, permit, assist, encourage, condone, defend or in any way participate in or lend support to any of the conduct which is prohibited by the paragraph above, and the Association further agrees that it will use its best efforts to prevent any of such prohibited conduct.

C. The Hospital agrees that during the term of this Agreement it will not lock out the employees.

### ARTICLE IV. SPECIAL CONFERENCES

A. Special conferences for important matters will be arranged between the Staff Council Chairperson and The Administrator or designated representative upon the request of either party. Such meetings shall be between not more than four (4) representatives of the Employer and the officers of the Staff Council and not more than one (1) representative of the Michigan Nurses Association. Arrangements for such special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda.

B. Staff Council representatives, if scheduled to work at the time of the special conference, shall continue to be paid at their regular rate for the time spent in such special conference, or at a meeting provided for under sub paragraph C below, during hours when they otherwise would have been at work.

C. Staff Council and Association representatives may meet at a place designated by the Hospital on the Hospital's property for

at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Hospital for which a written request has been made.

## ARTICLE V. GRIEVANCE PROCEDURE

### SECTION I. STATEMENT OF PURPOSE

A. "Grievance" shall mean a complaint by a nurse or group of nurses based upon an event, condition or circumstances under which a nurse works, allegedly caused by a violation, misinterpretation or inequitable application of any provision of this Agreement.

B. The term "days" shall mean calendar days excluding Saturday, Sunday and the holidays.

C. In no event should the Hospital be liable for back pay for any period prior to thirty (30) days preceding the day on which the grievance is submitted in writing. Back pay shall be the amount of wages the employee would have earned from the Hospital, less any amount she received or is entitled to receive from other employment or self-employment.

D. A grievance, which is not appealed by the Association to the next step within the time limit provided, shall be deemed withdrawn by the Association and settled on the basis of the last answer given by the Hospital. Likewise, a grievance which is not responded to by the Hospital within the time limit provided, shall be determined in favor of the grievant. Time limits provided for may be extended by written mutual agreement.

### SECTION III. STEPS IN THE GRIEVANCE PROCEDURE

#### STEP I.

a. Within five (5) days of the nurse becoming aware or reasonably should have become aware of a grievance, he/she shall first discuss same with his/her supervisor, either individually or with her Association Representative, to try to resolve it informally.

b. If the grievance is not satisfactorily resolved by the discussion at Step 1 a., the nurse and/or her representative shall reduce it to writing on the grievance form, which shall be signed by the aggrieved employee and presented to the supervisor within four (4) days from the date on which the discussion occurred. The Supervisor shall answer the grievance in writing within four (4) days.

#### STEP 2.

If the supervisor's written answer is not satisfactory, the nurse

or her Association Representative may, within four (4) days, file the written grievance with the director of Nursing. When so filed a meeting between two (2) Association Representatives and the Director will be arranged to discuss the grievance within three (3) days from the date the grievance is submitted to the Director. The aggrieved nurse may attend this meeting if she so chooses or if requested by the representative of the Association. The Director shall submit her answer to the grievance in writing on the grievance form and return it to the Association Representative with four (4) days after the meeting.

### STEP 3.

If the grievance is not resolved at Step 2, the Association Representative may, within five (5) days, submit the grievance to the Hospital Administrator.

A meeting between representatives of the Association and the Administrator will be arranged to discuss the grievance within five (5) days from the date the grievance is filed with the Administrator. The Administrator shall submit his written answer to the Association Representative within five (5) days following the meeting.

### STEP 4. Arbitration

#### a. Appeal to the Arbitrator

Any grievance which is unresolved at Step 3 of the Grievance Procedure, may at the option of the Michigan Nurses Association be submitted to arbitration, if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice of the Hospital or the Association within thirty (30) days.

#### b. Selection of Arbitrator

The Association and the Hospital shall select a mutually satisfactory arbitrator. If the parties are unable to agree upon an arbitrator within seven (7) days of the written notice requesting arbitration, the matter shall be referred to the American Arbitration Association for the selection of an impartial arbitrator.

#### c. Powers of the Arbitrator

The arbitrator shall be empowered to hear, investigate, and decide any difference between the parties which arises in connection with the interpretation, enforcement and application of the provisions of this Agreement, subject to the limitations

stated below. The arbitrator shall have full discretion to uphold or rescind disciplinary measure imposed by the Hospital.

(1) In rendering decisions, the arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of management rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by this Agreement.

(2) The arbitrator shall have no power to:

- (a) Add to, subtract from, or otherwise modify any of the provisions of this Agreement.
- (b) Establish or modify any salary rate or plan.
- (c) Rule on any provision of the pension or insurance program.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on the case, the matter shall be referred back to the parties without decision or recommendation. The arbitrator may conduct such investigations as may be considered appropriate. At the arbitration hearing, each party shall have the option of presenting witnesses to matters ruled advisable by the arbitrator, and such witnesses may be cross-examined by the arbitrator or opposing party.

(d) Arbitrator's Decision

There shall be no appeal from an Arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. It shall be final and binding on the Association, on all bargaining unit employees, and on the Hospital.

(3) Fees and Expenses

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

ARTICLE VI. SENIORITY

A. Seniority shall be based on hours of service accumulated from an employee's most recent date of hire whether permanent full time or permanent part time.

B. Seniority shall be bargaining unit and shall apply only to layoff and recall of employees except as otherwise specifically provided in this Agreement. Seniority hours shall not be frozen or eliminated when moving into non Unit I positions.

C. Years of service shall be by total Hospital employment and shall apply to accrual of benefits.

D. The Hospital shall prepare and maintain up-to-date seniority records. Semi-annually the Hospital will compile and post a list from its current records, and will furnish one (1) copy of the same to the Association. The Hospital will notify the Association of any changes in or additions to such list monthly. The time limit for filing a grievance protesting removal from the seniority list shall not commence sooner than the notification to the Staff Council Chairperson.

E. In the event of a reduction of force, probationary employees shall be laid off first, part time employees with least seniority second, and full time employees with least seniority last, provided that, in the opinion of the Director of Nursing or the nurse acting in the capacity, patient care is not thereby adversely affected. A reduction of force shall be discussed with at least one (1) representative of the Association prior to distribution of the appropriate notice(s) to the affected employee(s).

In the event of an increase in force the reverse procedure to the above shall be followed.

In the event of an emergency situation where seniority employees are not immediately available pursuant to the time periods herein below indicated, less senior employees may be called in to perform such job duties until such time as said seniority employees are available.

F. The Hospital shall give written notice to the employee, five (5) work days in advance of the layoff, unless the layoff is caused by unforeseen circumstances beyond the control of the Hospital. Notice of recall shall be by telephone or when necessary and/or appropriate by certified mail to the employee at his/her last address as shown on the Hospital's records.

G. An employee shall lose seniority and their name shall be removed from the seniority list:

1. If he/she quits
2. If he/she is discharged and the discharge is not reversed through the grievance procedure.
3. If he/she is absent from work for three (3) consecutive working days without notifying the Hospital or without reasonable cause.
4. If he/she fails to return to work upon recall by appropriate notice within three (3) consecutive working days of a necessary and/or appropriate notice by certified mail unless the employee notifies the hospital within the appropriate period of time of his/her intent to return, in which case the employee shall be granted a reasonable time to report to work.
5. If he/she fails to return from a Leave of Absence.

6. If he/she is laid off for a continuous period longer than one (1) year.
7. If he/she retires.

H. Employees outside the bargaining unit may not bump a bargaining unit employee from a permanent position.

I. A Registered Nurse returning to work as a BSN at Baraga County Memorial Hospital or a Licensed Practical Nurse returning to work as a GN at Baraga County Memorial Hospital from an approved Educational Leave of Absence shall be given credit for all prior hours worked at Baraga County Memorial Hospital for benefits as defined in this contract. This shall be known as longevity credit per Section C. above. Such credit will be given for benefit purposes only and will not apply to seniority in this bargaining unit. RNs who were previously members of bargaining units will have their seniority frozen when on educational leave as defined in Article IX, Paragraph H., page 15 of the contract.

#### SENIORITY - EMPLOYEE DEFINITIONS

A. A new employee shall be a probationary employee for the first four hundred eight (480) hours worked of his employment. This probationary period may be extended for an additional period not to exceed two hundred forty (240) hours worked when the employee's professional performance has not been fully satisfactory. In such event, the Hospital shall call such employee into a meeting and inform her therein of the reasons for such extension and the employee's probationary period shall not be considered to have been completed until the expiration of the extended term. The Hospital shall have no responsibility for re-employment of any person whose employment is terminated for any reason whatsoever before the expiration of his probationary period and if such person is subsequently rehired she shall start as a new employee and serve a full new probationary period.

B. All probationary employees shall participate in Hospital orientation and education programs designed to acquaint them with hospital procedures, job duties and responsibilities.

C. Except for temporary employees as defined in paragraph D. of this Article, an employee shall be hired at Step I of Schedule A and shall be placed upon the seniority list with credit for benefit purposes for all hours worked as a GN or RN from date of hire upon satisfactory completion of the following items:

1. Completion of probationary period as defined in Paragraph A. of this Article.
2. Upon completion of the probationary period he/she shall receive and pass oral and/or written test administered by the

nursing administration to establish competency to assume relief nurse supervisor position.

3. On passing such test, he/she shall be placed on the salary scale according to their past experience as detailed in Schedule A.
4. Should an RN fail to take and/or pass the testing he/she shall remain at the Step One (1) rate until doing so.
5. Pay rate changes will not be retroactive to date of hire.

D. A nurse who is hired for only a limited period of time to substitute for one or more permanent full time or permanent part time 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 she is hired, shall be considered a temporary employee. Temporary nurses shall not displace permanent nurses from regular assignments.

Temporary employment shall not continue for longer than three (3) months except by written mutual agreement of the Hospital, the nurse, and the MNA staff council chairperson. A temporary employee shall not acquire seniority, however, if she shall acquire permanent status, her employment shall be deemed to have commenced on the date she was hired as a temporary employee.

E. Registered Nurses within the bargaining unit and employed by Baraga County Memorial Hospital on October 1, 1977, and at the time this contract was ratified, shall retain his/her employee status as follows:

1. A permanent full time employee is one whose regular scheduled work week is thirty-two (32) hours or more per work week.
2. A permanent part-time employee is one whose regular scheduled work week is eight (8) hours to thirty-two (32) hours per work week.

This employee status shall only be retained by the registered nurse until she/he loses his/her seniority per Section Seniority G. of this Article or changes his/her number of scheduled hours without the approval of the Hospital. The status of Bargaining Unit Registered Nurses hired by Baraga County Memorial Hospital subsequent to October 1, 1977, shall be as follows:

1. A permanent full time employee is one whose regular scheduled work week is forty (40) hours or more per work week.
2. A permanent part time employee is one whose regular scheduled work week is less than forty (40) hours but at least sixteen (16) hours per work week.

An employee may not change from permanent full time status to a permanent part time status or vice versa unless there is a posted opening or it is recommended by the Director of Nursing and

approved by the Administrator.

F. A call-in employee is a permanent employee who is not regularly scheduled who averages less than forty (40) hours per pay period. A call-in employee works at the mutual accommodation for the Hospital and him/herself. A call-in employee shall not receive the benefits of a permanent employee. All call-in employees will be MNA members.

#### ARTICLE VII. ROLE OF THE NURSE

A. Both parties agree that they share responsibility for providing nursing services which are consistent with the needs and goals of the recipient(s) who use the agency/facility. To this end, both parties further agree to recognize responsibilities of the registered nurse and the employer within the scope of nursing practice as outlined in the Michigan Public Health Code; the Code for Nurses and the Standards of Nursing Practice as adopted by the American Nurses Association; the Standards of Nursing Service as developed by the Joint Commission of Accreditation of Hospitals; Licensure Guidelines of the Michigan Department of Public Health; Federal Health Insurance Regulations: Conditions of Participation; and other appropriate legal requirements.

B. Both parties agree that the registered nurse as provided in the Michigan Public Health Code, must and shall have authority commensurate with her/his responsibility for directing, teaching and supervising of less skilled personnel in carrying out delegated nursing activities. The Registered Nurse has the responsibility of assessment, planning, implementing, evaluating nursing care including patient teaching and coordination of services. The employer has the responsibility to assist the RN in fulfilling these responsibilities.

C. Both parties agree that in order to permit the registered nurse to perform the activities associated with his/her responsibility for nursing care, registered nurses will normally only assume those functions identified as the practice of nursing.

D. With the emergence of new knowledge, technologies and continuing social change, a joint effort between institutional management and staff council is needed to assist registered nurses to: improve their practice; exercise leadership in promoting change which upgrades health care; and fulfill individual professional aspirations.

E. It is the responsibility of each registered nurse to maintain and upgrade his/her knowledge and skill affecting the quality of nursing care.

F. It is the employer's responsibility to establish programs

and/or provide resources and appropriate opportunities within and outside the agency/facility for orientation and staff development; and to support, encourage and equalize opportunity to seek continuing professional development.

G. Both parties agree that policies and procedures requiring cooperative effort between both departments, services, disciplines and/or agencies shall be agreed upon in writing; and developed and evaluated by formally constituted committees with representation from classifications of personnel involved in or affected by the policies and/or procedures.

H. The parties to this Agreement agree to abide by the ANA Code of Ethics as enumerated below:

1. The nurse provides services with respect for the human dignity and uniqueness of the client unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.

2. The nurse safeguards the client's right to privacy be 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 judgements and actions.

5. The nurse maintains competence in nursing.

6. The nurse exercises informed judgement 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 his 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 the health professions and other

citizens in promoting community and national efforts to meet the health needs of the public.

I. Nurses shall receive a proper orientation designed to acquaint and familiarize them with a particular unit and/or equipment, prior to being assigned duties in that particular unit or handling said equipment.

#### ARTICLE VIII. PROFESSIONAL AND OCCUPATIONAL EDUCATION

A. The parties recognize that because of the rapid growth of the total "health industry" and the increasing rate of technological change, that it is most desirable that all registered nurses be encouraged by their employer to maintain and improve their efficiency through continued learning.

B. Refunds shall be made for job related courses, workshops, or seminars with the hospital feels will aid or upgrade the registered nurse in the performance of her duties.

C. All registered nurse related in-service training programs shall be open to all registered nurses wishing to attend.

1. Registered nurses attending such in-service program shall be paid at their straight time hourly rate for time in attendance.
2. Time in attendance of such in-service programs will not be included as hours worked for computation of overtime.
3. The hospital will attempt to schedule such in-service programs at times convenient for registered nurses from all shifts to attend.
4. The hospital will attempt to provide relief for nurses on duty to attend such in-service programs.

D. The following requirements must be met in order for a registered nurse to qualify for a refund:

1. Prior to taking a course or attending a workshop or seminar, administrative approval must be granted.
2. Courses must be taken at an approved educational or training institution.
3. Passing grades must be attained.
4. Employee must be on the hospital's active payroll.

E. The Hospital shall have the right to schedule the number of registered nurses attending courses at any one time.

## ARTICLE IX. UNPAID LEAVES OF ABSENCE

A. Provided operational requirements permit, a leave of absence for up to but not to exceed a period of ninety (90) calendar days may be granted, at the Hospital's discretion, to a permanent fulltime or permanent part time employee who has been employed at least equivalent to one (1) full time year as a permanent employee for:

1. Serving in an elected appointed position, public or Association.
2. Prolonged illness of an employee's spouse or child.

Such leave may be extended for like cause, by mutual agreement between the parties. No leave shall be granted to any employee for a period greater than one hundred eighty (180) calendar days under this section.

B. Provided operational requirements permit, a leave of absence of up to but not to exceed a period of six (6) months may be granted at the hospital's discretion to a permanent full time or permanent part time employee who has been employed at least an equivalent to one (1) full time year as a permanent employee for education. Such leave may be extended for like cause by mutual agreement between the parties. No leave shall be granted to the employee for a period greater than two (2) years under this paragraph.

C. A leave of absence for up to but not to exceed a period of six (6) months shall be granted to a permanent full time or permanent part time employee who has been employed at least equivalent to six (6) full time months as a permanent employee for illness or injury, (physical or mental) and is unable to work. Such request must be supported by satisfactory evidence upon request. Such leave may be extended for like cause, by mutual agreement between the parties.

No leave shall be granted to any employee for a period greater than one (1) year under this section.

Accumulated Paid Leave will be held in reserve for the period of the unpaid leave. Employees are not required to use accumulated paid leave prior to starting unpaid leave except in the case of maternity leave.

D. Members of the Staff Council selected to attend a function of the Association shall be allowed time off without pay to attend, provided their services can be spared.

E. Provided operational requirements permit, a Leave of Absence may be granted at the Hospital's discretion to a permanent full

time or permanent part time employee who has been employed at least equivalent to one (1) full time year as a permanent employee for personal reasons up to a maximum of thirty (30) calendar days. No employees shall be eligible for more than one Leave of Absence or more than thirty (30) calendar days leave during any calendar year of employment under this section.

F. The Hospital agrees to abide by applicable laws with respect to leaves of absence to military service, including National Guard duty.

G. The period of Leave Time that may be granted to a permanent part time employee under Sections A, B, C, D, or E, of this Article will be based on a pro-ration of hours paid since the most recent date of hire.

H. Re-employment after termination of any leave cannot be guaranteed. An employee's seniority shall be frozen while on any leave of absence granted by the provisions of this Agreement, and he shall be returned to a position to which his seniority entitles him to provided he is qualified and has the ability to perform the job. Employees eligible to be off longer than one (1) year shall be returned to the first vacant position for which they are qualified and have the ability to perform otherwise they shall be placed at the bottom of the lay-off list.

I. If an employee fails to report for work promptly upon the termination of his leave of absence, he shall be considered as having quit voluntarily. No employee shall be entitled to return to work before the expiration of his leave unless the Hospital consents to his early return. No employee shall be paid for any leave of absence except as provided within this Agreement.

J. Request for a leave shall be made in writing, signed by the employee, submitted to his immediate supervisor at least thirty (30) calendar days prior to the requested date for leave except in the case of an emergency and shall state the reasons for the request. Leave of Absence, if granted, shall be in writing and shall required the signed approval of the employee's department head and the Administrator. A copy shall be given to the employee, Staff Council Chairperson and the Hospital shall retain a copy.

K. Upon his return to work from a Leave of Absence, the employee may be required to furnish the Hospital with acceptable proof of his fitness for work. The Hospital shall have the right to have an employee examined by a physician or physician of the Hospital's choice in connection with determining eligibility for a Leave of Absence or fitness for work. If a dispute exists, the employee may have an examination by a physician of his own choice. If a dispute continues, the employer's physician and the employee's physician shall agree upon a third doctor whose

decision shall be final and binding upon the parties.

L. Unless otherwise required by law, time absent on any leave shall not count toward an employee's seniority, nor toward automatic progression from one step to the next in the wage scale, nor toward the time he is considered to be upon probation upon a 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.

M. No leave may be used to obtain employment elsewhere unless mutually agreed upon by both parties.

N. Employees utilizing paid leave days for sickness or disability will continue to receive employer paid benefits. Upon exhaustion of paid leave days an employee will be required to pay their insurance premiums. Employees shall remit any employee payment to the Hospital in accordance with the requirements of COBRA and the health insurance carrier.

#### ARTICLE X. PAID LEAVES OF ABSENCE

##### A. Jury Duty

Any employee who is called to and report for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight time hourly rate, exclusive of premium and the daily jury fee paid by the court. In order to receive payment an employee must furnish satisfactory evidence that jury duty was performed on the days for which he claims payment and report to work if released from jury duty during his regular scheduled shift. If necessary as determined by the hospital, the hospital shall provide a written letter to the court requesting the employee be excused from jury duty.

##### B. Funeral Leave

A Leave of Absence with pay for up to three (3) days shall be granted an employee for scheduled work days in the event of death in his/her immediate family. For purposes of this Agreement, immediate family shall be defined as: Husband, wife, father, mother, guardian, brother, sister, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, and grandchildren.

Upon approval, nurses may use vacation or unpaid personal leave days where extra time is needed.

Vacation or unpaid personal leave days approved and used under this Article will be deducted from the employee's annual vacation

or unpaid personal leave allowance.

Funeral leave may extend one (1) day beyond the burial date, or longer upon approval.

#### ARTICLE XI. PAID LEAVE

##### A. Paid leave may be used for the following:

1. Vacation
2. Illness/Injury to the employee
3. Personal business

##### B. Use of Paid Leave:

1. Employees shall submit their request for vacation dates and the hospital shall answer the request within a reasonable time. In the event two (2) or more employees request the same vacation dates and all cannot be accommodated, the vacation request of the most senior employee(s) shall be honored.
2. Employees shall notify the hospital as soon as possible when they are required to be absent due to illness or injury but not later than two (2) hours prior to the start of the shift. Pay for sick time shall not be granted to an employee who fails to give proper notice, except for the hardship with good cause being shown.
3. Employees shall give seven (7) days notice to the employee's supervisor of an employees' intention to take a personal leave day, except in case of hardship with good cause being shown.
4. Employees shall not be required to find their own replacement when taking leave.

##### C. Permanent full time and permanent part time employees shall earn Paid Leave Benefits in the following manner:

|                                  |                                |
|----------------------------------|--------------------------------|
| After one (1) calendar year      | 1 day (8 hrs per 90.43 pd hrs) |
| After three (3) calendar yrs     | 1 day (8 hrs per 83.20 pd hrs) |
| After seven (7) calendar yrs     | 1 day (8 hrs per 77.04 pd hrs) |
| After thirteen (13) calendar yrs | 1 day (8 hrs per 69.33 pd hrs) |
| After eighteen (18) calendar yrs | 1 day (8 hrs per 65.00 pd hrs) |
| After twenty-five (25) cal. yrs  | 1 day (8 hrs per 59.43 pd hrs) |

After six (6) calendar months of employment a Registered Nurse may take one half (1/2) Paid Leave earned during the first six (6) calendar months of employment. This only applies during the first year of employment.

D. All paid leave benefits will be computed as of the employee's anniversary date of hire and cannot be taken prior to the anniversary date without approval of the Administrator.

E. Paid leave shall be paid at the employee's current straight time hourly rate exclusive of any premiums.

F. When a Holiday falls within an employee's paid leave off time the employee shall not be charged for a day of paid leave time.

G. Upon approval of the Administrator, employees may have the option of receiving paid leave pay and working in lieu of taking paid leave time away from work.

H. In case of death, or termination in good standing and provided at least two (2) weeks notice is given by an employee to the employer, less than two (2) weeks notice may be accepted by the employer in cases of hardship with good cause being shown, all earned paid leave benefits shall be paid to the employee or his/her estate.

I. Seniority shall accumulate while on paid leave and such days shall be considered as a day worked.

J. A maximum of sixty (60) days may be accumulated as of the employee's anniversary date. Annual leave days accumulated in excess of sixty (60) days may be carried over for a maximum of thirty (30) calendar days beyond the anniversary date.

K. An employee requesting a leave of absence must take all accumulated paid leave prior to the starting date of the leave of absence.

#### ARTICLE XII. HOLIDAYS

A. The following shall be official paid holidays for all full time registered nurses:

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

B. All Registered Nurses shall be expected to work on holidays equally and/or as necessary and shall be paid at one and one half (1 1/2) times his straight time hourly rate for all hours worked, in addition to his holiday pay. The employer may, at it's option, give a day off with pay in lieu of holiday pay.

For the purposes of holiday pay the following three (3) shift definition shall constitute the twenty-four (24) hour period: The three (3) shifts beginning at 11:00 pm the day before the

calendar holiday and ending 11:00 pm the day of the calendar holiday will be paid holiday pay if they are worked by an employee.

A nurse who works a holiday which is also her birthday shall receive another day off with pay within the pay period.

C. In order to qualify for holiday pay, when not scheduled to work the holiday, an employee must be on full time status, not be on leave, work his last scheduled working day preceding the holiday unless he is on an approved vacation. An employee scheduled to work on a holiday and who fails to report for work owing to an unauthorized absence shall forfeit pay for that holiday.

#### ARTICLE XIII. HOSPITALIZATION INSURANCE

A. The employer agrees to provide and pay for a term life insurance policy in the principle amount of \$5,000.00 for death, accidental death and dismemberment for each of its eligible Registered Nurses in the bargaining unit who is regularly scheduled to work thirty-two (32) or more hours per week. further, the employer agrees to provide a term life insurance in the principle amount of \$1,500.00 for death, accidental death, and dismemberment for each of its eligible Registered Nurses in the bargaining unit scheduled to work less than thirty-two (32) hours per week. Employees shall, upon leaving employment, have the right to convert this policy according to the provisions of the policy to an individual policy if they so desire. The hospital will pay one hundred percent (100%) of the cost of the policy for eligible employees while employed at Baraga County Memorial Hospital.

B. The employer agrees to provide Medical and Dental benefits for all full time bargaining unit employees and their dependents. The hospital will pay one hundred percent (100%) of the single subscriber rate and one hundred percent (100%) of the family rate for all eligible bargaining unit employees who are enrolled in the program and working a minimum of thirty-two (32) hours per week at Baraga County Memorial Hospital.

C. Employees who carry duplicate coverage through their spouse have the option to transfer to a free standing dental program (fully paid by employer) and receive annually up to \$600.00 for electing not to carry the full health insurance package. The stipend will be paid twice per year, the first payroll after June 1 and December 1. The payment will be based on the number of months the election is in force, each month being valued at \$50.00. Employees may rescind the election and transfer back to the full health insurance package through the Hospital. By doing so, it would cancel eligibility for the stipend and free standing coverage as of the transfer date.

#### ARTICLE XIV. EMPLOYEE'S DISCOUNT

A. All registered nurses employed on either a full time or part time basis shall be entitled to purchase drugs and other prescriptive medicines at the reduced rate of ten percent (10%) over the Hospital's cost. Nurses may purchase prescriptions for themselves, their spouse or dependent children. In purchasing pharmacy products, payment will be made at the time of purchase at the cashier's office or by payroll deduction.

B. Discounts of twenty-five percent (25%) are given to all seniority employees for amounts not normally paid by Blue Cross/Blue shield and provided the unpaid balance is paid within thirty (30) days.

#### ARTICLE XV. PHYSICAL EXAM

A. Each employee agrees to have an annual physical examination which is provided by the hospital at no charge to the employee and shall include:

1. Chest X-Ray. This will be optional except as required by law or health regulations or if a positive mantoux reaction occurs. Any refusal of a chest X-Ray must be in writing.
2. VDRL shall be required upon employment only.
3. Urinalysis
4. HGB and WBC
5. Pap Smear (to be provided at the discretion of the physician)
6. Rubella titer shall be required upon employment (all current employees shall have it included in their next annual physical if not already tested).
7. Hepatitis B Vaccine shall be offered as per CDC guidelines.

The above tests are the maximum tests to be performed at hospital expense and will only be performed at hospital expense if done at Baraga County Memorial Hospital.

B. Each employee must complete her annual physical examination within thirty (30) days after his birthday or be subject to disciplinary action.

C. Each employee may elect to have the annual physical examination performed by his own physician at hospital expense, and the results will be sent to the employer. If the employer's physician is used, the results of the examination will be sent to the employee's physician upon request.

D. Should the annual physical examination results produce evidence of medical problem(s), the employee at his own expense may seek medical care.

E. The amount paid by Baraga County Memorial Hospital to an employee's own physician for the annual physical exam is limited to the amount normally charged by Baraga County Memorial Hospital Staff Physicians.

F. The employee acknowledges that the physical exam is solely for the employment purposes and holds the employer harmless for results that may or may not be disclosed.

#### ARTICLE XVI. PENSION

The pension program presently in existence at the Hospital, (Municipal Employees' Retirement system, Plan "C") as outlined in the "Employee's Handbook", shall continue to be provided to all registered nurses for the term of this Agreement.

At the time of entering into this Agreement, there are various us nurses who employed on a part time basis. In order for the part time nurses to participate in the pension plan, it is necessary that they work a specified number of days or hours per months. when possible, and consistent with the needs of the Hospital, all nurses who are, at the present time, on a part time basis and who are working adequate hours to participate in the pension program, shall, at all times, be given an opportunity to work a sufficient number of hours or days per month in order to be entitled to continue to participate in the pension plan existing for the nurses at the time of entering into this Agreement.

#### ARTICLE XVII. SCHEDULING

A. The Association recognizes that scheduling of Nursing Services is exclusively a Hospital function to be coordinated by the Director of Nursing or his/her Nurse Designate, when available. It is agreed that, where possible and where consistent with the needs of appropriate nursing care, preferences and desires of individual nurses will be taken into consideration. In cases where preferences of individual nurses conflict, the preferences of the most senior nurses shall prevail.

B. A schedule shall be subject to set changes after it is posted as are required by the circumstances and shall only be changed by mutual agreement of both parties. No provision of this Agreement shall constitute or be construed in any event as guarantee of employment of any person.

C. Baraga County Memorial Hospital agrees to develop a master vacation scheduling mechanism whereby all Registered Nurses will have the opportunity to apply for vacation requests at a specified time. The procedures and guidelines for the master vacation scheduling system is not intended to conflict with any other Article of this Agreement, therefore, may be superseded by other Articles in this Agreement.

#### ARTICLE XVIII. CREDIT FOR PRIOR EXPERIENCE

In the event that a nurse commences employment at the Hospital and such nurse has had previous experience at Baraga County Memorial Hospital, or a comparable acute care hospital, she shall be given credit for that experience obtained within the six (6) year period immediately preceding her most recent date of hire. A maximum credit of two (2) years computed in hours will be allowed. The hospital will develop a mechanism to determine hours allowed for prior experience. Such credit will be solely for the purpose of determining her rate of pay pursuant to the salary schedule, which is made a part of this contract.

#### ARTICLE XIX. HOURS, WAGES AND OTHER EMPLOYMENT BENEFITS

A. The regular schedule of an employee's work week shall consist of not more than forty (40) hours in a one (1) week pay period, beginning at 11:00 PM Saturday and ending at 11:00 PM the next Saturday.

B. The regular schedule of an employee's working day shall consist of eight (8) consecutive hours, if possible.

C. It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes, such as, but not limited to, rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, department requirements, and emergencies. No such deviations shall be considered as violations of the general rules which are stated in Sections A, B, and C of this Article.

D. The Hospital shall plan and post work schedules reasonably in advance of the first working day covered by a schedule. A schedule shall be subject to such changes after it is posted as are required by the circumstances. Any scheduled changes made within two (2) weeks of the assigned hours of duty shall only be made after notifying the employee of such changes. Further, the employee has the right to mutually agree or disagree with such changes within said two (2) week period, and if the employee disagrees with said changes, the changes will not be in effect except in cases of special circumstances beyond the control of the Hospital. No provision of this agreement shall constitute or be construed in any event as a guarantee of employment of any person.

E. If any employee works more than eight (8) hours in any one day, or more than forty (40) hours in the regular schedule for his one (1) day week pay period, or is called back to work by the hospital within twenty-four (24) hours from the beginning of his last worked shift he shall be paid for such excess hours in increments of full one-tenth (1/10) of an hour worked at one and

one-half (1 1/2) times his current straight time hourly rate. Holidays not worked and vacation days falling during the employee's regular work, shall not be treated as days worked for purposes of determining eligibility for overtime.

F. All employees shall be allowed a fifteen (15) minute paid rest break and a thirty (30) minute paid lunch period. Should an emergency arise or in such cases as deemed necessary by the Hospital, an employee may be required to work during the lunch period. Such breaks or lunch periods shall be scheduled by the Department Head or supervisor.

The time allowed for such breaks and lunch periods include time to and/or from the rest or lunch area.

G. The straight-time hourly wage rates for Registered Nurses and Graduate Nurses covered by this Agreement are set forth in Schedule A attached hereto. The Hospital shall hire a new employee at the starting rates specified in Schedule A.

H. For tardiness of more than six minutes, deductions will be made on a one-tenth (1/10) basis; provided, however, that if an employee is more than thirty (30) minutes tardy his supervisor may send him home for the balance of that working day, in which event he shall not receive any pay for that day. Repeated or excessive tardiness shall constitute just and proper cause for discipline or discharge.

I. An employee who reports for work at his scheduled time or at a time designated by the Hospital, without having been notified at least two hours prior to the shift starting time that there will be insufficient work for him in his job classification, shall be paid for a minimum of two (2) hours, at his current straight-time hourly rate, except in any case where such lack of notice is due to causes or conditions which are beyond the control of the Hospital. During the period for which he is so paid, he shall do any work which is assigned to him by the Hospital for which he is qualified or otherwise he shall forfeit his call-in pay; and if he is sent home by his supervisor before such period has elapsed, he shall have his time card approved by his supervisor before he leaves the Hospital. The provisions of this section shall not apply when an employee reports back to work after he has been absent from available work either on leave of absence or otherwise.

J. Any employee scheduled to work an eight (8) hour shift commencing after 12:30 PM and before 3:00 AM shall be paid a shift premium of forty cents (\$.40) per hour over his straight time hourly wage rate for all hours worked on such shift. Any Registered Nurse called in to work after 3:00 PM shall be paid a shift premium of forty cents (\$.40) per hour over his/her straight time hourly wage rate for all hours worked between 3:00 PM and 7:00 AM.

K. Registered Nurses eligible for emergency call-in shall receive ten dollars (\$10.00) for each day of stand-by duty, Monday through Friday and twenty dollars (\$20.00) for Saturdays, Sundays and holidays. An employee actually called in while standing by shall be paid a minimum of two (2) hours at double time (2x) and time and one-half (1 1/2) for all hours worked over the first two (2) hours. Should more than one emergency occur while an employee is called in, the employee will only be paid for one call-in.

L. Any Registered Nurse who works an extra Saturday and/or Sunday over her normally scheduled every other weekend and provided he/she has worked his/her regularly scheduled weekend shall be paid an additional fifty cents (\$.50) per hour for all hours worked during the extra Saturday and/or Sunday.

M. Staff RNs assigned to develop and present class sessions for patient and/or employee teaching and orientation shall be paid at their regular straight time hourly rate or time and one half (1 1/2) if overtime for all such hours worked provided the function has been assigned and approved by the Director of Nursing and provided they punch their time card for all such hours worked.

#### ARTICLE XX. GENERAL PROVISIONS

A. Any agreement reached between the Hospital and the Association is binding on all employees affected and cannot be changed by an individual.

B. Employees shall notify the Administrator of the Hospital of any change of name or address or telephone number promptly and in any event within five (5) days after such change has been made. The Hospital shall be entitled to rely upon an employee's last name and address shown on its records for all purposes involving his employment and this Agreement.

C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that the understanding and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Association, for the term of this Agreement, shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not referred to or covered in this Agreement.

D. The entire Agreement between the parties is set forth in this written instrument and it expresses all of the terms and conditions of employment which shall be applicable during the term hereof to the employees covered hereby.

E. The Hospital and The Association agree not to discriminate against any employee within the unit because of race, sex, religion, national origin, ancestry, age, marital status, physical handicaps, height, weight, political affiliations or organizational activity.

F. The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

G. Reference to the male gender shall equally apply to female gender and vice versa.

H. The Staff Council, may with the Employer's approval use available rooms at the facility for Council meetings.

I. This collective bargaining Agreement shall be binding upon any successor or assigns of the Hospital, and no terms, obligations and provisions herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the whole or partial consolidation, merger, sale, transfer or assignment of the Hospital; or affected, modified, altered or changed in any respect whatsoever by any change of any kind of the ownership or management of the Hospital.

#### ARTICLE XXI. VACANCIES, TRANSFERS, PROMOTIONS AND NEW POSITIONS

A. Notice of a vacancy caused by the termination of employment (i.e., by reason of death, quit, discharge or retirement) of a seniority employee and of a vacancy caused by the establishment of additional bargaining unit positions shall be posted for seven (7) calendar days. During such seven (7) calendar days, any Registered Nurse who possesses the required qualifications may apply for transfer to fill such vacancy by signing a bid sheet in the Administrator's office. During such seven (7) day period, the Hospital may temporarily fill such vacancy if necessary.

B. The vacancy shall be filled by the employee having the best qualifications based on education, experience and ability. In the event two (2) or more applicants have equal qualifications, the vacancy shall be awarded to the applicant with the greatest seniority. Transfer to the new position will be made effective two (2) weeks following the selection of the employee unless a shorter or longer time is agreed to.

C. During the first thirty (30) days after an applicant fills a vacancy she may be returned to her former position if she so requests or if the Hospital feels that her performance does not meet the standards expected of the position.

## ARTICLE XXII. NURSING PRACTICE COMMITTEE

A committee consisting of not more than three (3) employee members of Staff Council shall be established for the purpose of discussing with the Director of Nursing 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 of either party to such attendance not be arbitrarily and consistently withheld.

A. Meetings shall be held every 2 months upon the request of the nursing practice committee on a mutually agreeable date and on hospital premises. 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 may be submitted by the committee at least seven (7) days prior to a scheduled meeting. If there are items which the Director desires to add to the agenda, the chairperson of the committee shall be notified of the same not less than three (3) days before the meeting. Discussion shall be confined to agenda items only.

C. Minutes of the meetings will be kept and will be accepted by both parties and will be accepted by both parties prior to transmittal of same to others. Summaries of the Nursing Practice Committee shall be transmitted to all work areas.

D. 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.

E. The members of the Nursing Practice Committee engaged during their work shift in these meetings shall be entitled to release time as needed without loss of pay up to two (2) hours, unless extended by Mutual consent. Committee members who attend these meetings during off-duty hours shall be paid at their regular straight time rate for time spent in attendance, said hours to be excluded from consideration of overtime payment.

## ARTICLE XXIII. TERMINATION OF EMPLOYMENT

A. At least two (2) weeks written notice of termination of employment shall be given by Registered Nurses to be eligible for payoff benefits.

B. At least two (2) weeks written notice of termination of employment or pay in lieu of shall be given to a Registered Nurse by the Hospital except where there is just cause for immediate termination or a reduction of force as defined in Article VI.

C. Accrued paid leave and longevity will be paid in accordance with Article XI and Schedule A.

#### ARTICLE XXIV. EVALUATIONS

A. Each registered nurse shall receive a written evaluation of performance. Probationary nurses shall have their evaluation before completion of the probationary period and at the sixth month following employment. All other nurses shall be evaluated annually.

The Hospital's decision following the evaluation of nurses during the probation period and the six month period shall be final and not subject to the grievance procedure.

B. The following procedure shall be followed by the Hospital when making evaluations:

1. The evaluation will be done by the Director of Nursing in consultation with the nurses immediate supervisor.
2. Each nurse will be given the opportunity to add written comments to the evaluation.

C. The Nursing Care Committee will annually review/revise from criteria with nursing administration.

#### ARTICLE XXV. SAFETY

A. The Hospital will observe all applicable health and safety laws and will take all steps reasonably necessary to assure employee safety.

B. Every employee will observe all applicable and reasonable safety rules and instructions established by the employer and applicable safety laws and governmental regulations.

C. The Association and the Agency shall work towards an on-going safety program.

D. Any employee concerned regarding personal safety is expected to voice and document concerns to the Head Nurse or Director of Nursing.

#### ARTICLE XXVI. TERM OF AGREEMENT

This Agreement shall be effective May 1, 1988 and shall continue in effect for a twenty-four (24) month period ending April 30, 1990.

In the event that the parties fail to arrive at an agreement by , April 30, 1990, this Agreement shall remain in effect on a day to

day basis. This day to day extension may be terminated by either party by giving the other party ten (10) days written notice.

The parties recognize that this Agreement is subject to the Constitutions and Laws of the United States and the State of Michigan.

To the extent that any provisions of this Agreement conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute or court decision, State or Federal, now in effect or passed in the future.

The Hospital agrees to provide a copy of this Agreement to each registered professional nurse employed by the Hospital during the term of this Agreement. Any supplementary agreement, which is reduced to writing and signed by the parties, shall become and be part of this Agreement. The Agreement shall be binding upon the parties hereto and their successors and assign for the Hospital and Association.

Section of this Agreement may be opened to negotiation by mutual consent of both parties.

SCHEDULE A.

A. GRADUATE AND REGISTERED NURSE WAGE RATE

Effective 1/1/89

|        |              |              |              |              |              |
|--------|--------------|--------------|--------------|--------------|--------------|
|        | Step 1       | Step 2       | Step 3       | Step 4       | Step 5       |
| Hours: | <u>Start</u> | <u>2,080</u> | <u>4,160</u> | <u>6,240</u> | <u>8,320</u> |
| GN/RN  | \$9.77       | \$10.11      | \$10.45      | \$10.80      | \$11.14      |

  

|  |               |               |               |               |               |
|--|---------------|---------------|---------------|---------------|---------------|
|  | Step 6        | Step 7        | Step 8        | Step 9        | Step 10       |
|  | <u>10,400</u> | <u>12,480</u> | <u>20,800</u> | <u>31,200</u> | <u>41,600</u> |
|  | \$11.48       | \$11.82       | \$12.02       | \$12.22       | \$12.42       |

1. Progression along the wage scale is based on hours of service accumulated since the employee's most recent date of hire plus credit for prior experience according to item four (4) of this Schedule.

2. A Registered Nurse assigned as shift supervisor or called in as acting supervisor shall be paid a premium of seventy-five cents (\$.75) per hour for all hours worked in this capacity.

3. Graduate Nurses currently working will start progression along the Registered Nurse's wage scale at Step 1 as of the beginning date of the first pay after they have provided the hospital with evidence of licensure. Further, GNs attaining licensure will be given credit for hours worked as a GN toward completion of the probationary period as defined in Article VI, Seniority, Paragraph C & E.

4. Registered Nurses given credit for prior experience in accordance with Article XVIII of this Agreement shall start as follows:

| <u>"Experience"</u>      | <u>Starting Step</u> |
|--------------------------|----------------------|
| 0 hours to 479 hours     | Step 1               |
| 480 hours to 2079 hours  | Step 2               |
| 2080 hours to 4159 hours | Step 3               |
| 4160 hours or greater    | Step 4               |

5. If an employee is called to work while on Paid Leave he/she shall be paid for all such shift hours worked at time and one half (1 1/2) and shall not be charged for a day of Paid Leave.

6. The hospital shall provide a fifty dollar (\$50.00) annual uniform allowance for each RN working in a department where uniforms are not provided by the hospital. The employee eligibility and payment of the allowance will be made once

annually and should be paid on the employee's anniversary date of hire. If an employee works in two (2) or more departments, the department of which she works the majority of her hours shall be used for determining eligibility.

7. A Registered Nurse who accompanies a patient on an ambulance transfer from Baraga County Memorial Hospital while on duty shall be considered a hospital employee and will receive all appropriate wages and benefits as if he/she worked those hours provided a physician has ordered that an RN must accompany the patient during transfer and provided the Director of Nursing, Administrator or their designee has approved the RN accompanying the patient during the transfer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

MICHIGAN NURSES ASSOCIATION

BARAGA COUNTY MEMORIAL HOSPITAL

Donald M. Waslow

Field Representative

J. B. Hall

Administrator

Cheryl L. Chollette RN.

Carol Sippanen