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12/31/96

A G R E E M E N T

Between

PINECREST MEDICAL CARE FACILITY

and

SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 79 AFL-CIO

FOR REGISTERED NURSES AND GRADUATE NURSES

JANUARY 1, 1994 through DECEMBER 31, 1996

Pinecrest Medical Care Facility

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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AGREEMENT

This Agreement is entered into this 3rd day of May, 1994, by and between:

Pinecrest Medical Care Facility, Powers, Michigan, which hereinafter will be referred to as Pinecrest;

AND

Service Employees' International Union Local 79, AFL-CIO, representing the Registered Nurses and Graduate Nurses who are employed by Pinecrest.

RECOGNITION

Section 1.0 - Recognition. The Pinecrest Medical Care Facility hereby recognizes the Service Employees' International Union, Local 79, AFL-CIO, representing the Registered Nurses and Graduate Nurses who are employed by Pinecrest, for bargaining in respect to rates of pay, wages, hours of employment, and all other matters, terms and conditions of employment of all RN/GNs of Pinecrest included in the bargaining unit described below as defined in Section 11 of Act 379 Public Act of 1965.

All Registered Nurses and persons awaiting Michigan Registration who are employed as professional nurses (Graduate Nurses) under a temporary permit issued by the Michigan Board of Nursing. The Director of Nurses, the Assistant Director of Nurses and all other employees are excluded.

NONDISCRIMINATION

Section 2.0 - Nondiscrimination.

(a) Pinecrest agrees not to discriminate against any RN/GN in hiring, promotions, advancement or assignment to job or any other term or condition of employment because of race, color, national origin, religious or political affiliation, handicap, sex, marital status, membership or activity on behalf of the Association, or participation in the grievance procedure.

(b) The Association agrees not to discriminate for any of the reasons set forth above with regard to membership or Association activity.

ASSOCIATION SECURITY

Section 3.0 - Maintenance of Membership and Agency Shop.

(a) RN/GNs covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required, as a condition of continued employment, to continue membership in the Association for the duration of this Agreement.

(b) RN/GNs covered by this Agreement who are not members of the Association at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Association or to pay a sum to the Association equal to dues and fees uniformly charged for membership for the duration of this Agreement.

(c) RN/GNs hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement shall be required after thirty (30) days from their date of hire into the bargaining unit, as a condition of employment, to become members of the Association or pay a sum equal to dues and fees uniformly charged for membership for the duration of this Agreement.

Section 3.1 - Enforcement of Association Security. RN/GNs who fail to comply with the provisions set forth in this section shall have their employment at Pinecrest terminated immediately upon the expiration of the time limits set forth in Section 3.0 if so requested by the Association.

Section 3.2 - Accommodation of Sincere Religious Objectors. An RN/GN who is:

- (a) A member of a *bona fide* religion which has historically held conscientious objections to joining or supporting labor organizations; and,
- (b) A sincere believer in this conscientious objection of their religion shall be excused from joining or supporting the Association as a condition of employment; provided, that the RN/GN contributes an amount equal to membership dues and fees to a *bona fide* secular charitable organization of the RN/GN's choice.
- (c) Payment shall be made directly, and proof of such payment shall be provided to the Association.

Section 3.3 - New Employee Orientation to the Association. Pinecrest will inform the Association and Staff Council of the names, addresses, and phone numbers of new hires. An RN/GN may withhold their phone number from the Association and Staff Council

if the RN/GN makes this request in writing to Pinecrest. A copy of this request will be given to the Association and Staff Council in lieu of the phone number.

PAYROLL DEDUCTION

Section 4.0 - Deduction and Remission of Membership Dues and Fees and Service Fees.

(a) Pinecrest agrees to deduct from the wages of all RN/GNs who are members of the Association all membership dues and fees as provided in a written authorization in accordance with the standard form provided by the Association, provided that the RN/GN has filled out and signed the written authorization.

(b) Pinecrest agrees to deduct from the wages of any RN/GN who is not a member of the Association a service fee equal to the amount of Association membership dues and fees as provided in a written authorization in accordance with the standard form provided by the Association, provided that the RN/GN has filled out and signed the written authorization. This paragraph is subject to Section 3.2.

(c) Pinecrest agrees to remit membership dues and fees and service fees within five (5) days following the payroll distribution from which it was deducted to the SEIU Local 79.

Section 4.1 - Rules Regarding the Written Authorization for Payroll Deduction. The written authorization for payroll deduction of membership dues and fees or service fees shall be effective and irrevocable for a period of one (1) year from the date of authorization or up to the termination date of this Agreement, whichever is sooner. The authorization shall continue in full force and effect for yearly periods, and such subsequent yearly period shall be similarly irrevocable unless revoked by written notice, by certified or registered mail, to the Association and Pinecrest during the twelfth (12th) month of each yearly period of its existence.

Section 4.2 - Dues Certification. Dues will be authorized, levied, and certified in accordance with the constitution and by-laws of the Association. Each RN/GN and the Association hereby authorize Pinecrest to rely and to honor certifications by the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Association dues. The Association agrees to hold Pinecrest harmless in any action arising out of and pursuant to dues certifications.

ASSOCIATION REPRESENTATION

Section 5.0 - Staff Council. Each RN/GN covered by this Agreement shall be represented by their Staff Council representative. The Association shall notify Pinecrest, in writing, of the names of their Staff Council representatives.

Section 5.1 - Grievance Time and Pay. A Staff Council representative shall suffer no loss of time and pay while on duty for investigating and presenting grievances.

Section 5.2 - Negotiation Time and Pay. A maximum of one (1) Association member will be paid for time spent engaged in negotiations on behalf of the Association with Pinecrest.

Section 5.3 - Visits of Association Representatives. Pinecrest agrees that representatives of the Union shall have access to the premises of Pinecrest. Union representatives shall make an appointment with the administrator at a mutually convenient time, and if requested, RN/GNs may be released to meet with the Union representative, provided proper staffing can be maintained.

Section 5.4 - Use of Facility.

(a) Pinecrest may permit the Association to use available rooms for their meetings upon advance notice to Pinecrest.

(b) The Association will have the right to use the bulletin board in the R.N. room of the Facility for posting notices and informing its members on matters related to their interests. Pinecrest reserves the option to designate another bulletin board of similar size under the same conditions.

(c) The Association, upon making appropriate arrangements with Pinecrest, may use other Facility equipment for Association activities.

PROFESSIONAL NEGOTIATIONS PROCEDURE

Section 6.0 - Negotiation Representatives.

(a) Neither party shall have control over the selection of the negotiating representatives of the other party, and each party may select its representatives from within or outside the counties of Delta, Dickinson, and Menominee.

(b) No final Agreement between the parties may be executed without ratification by the Board of Trustees of Pinecrest and the Association members within this bargaining unit and the approval of the Association. The parties mutually pledge that representatives selected by each shall possess all necessary power and authority to

make proposals, consider proposals, and make concessions in the course of negotiations, subject only to the ultimate ratification by both parties.

Section 6.1 - Impasse Procedures. In the event the parties reach an impasse in negotiations that prevents agreement on economic and/or non-economic issues, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

Section 6.2 - Finalization and Scope of Agreement. Any negotiated Agreements shall be reduced to writing and signed by the authorized representatives of the Association and Pinecrest. Any negotiated Agreement shall apply to all members of the bargaining unit.

Section 6.3 - Negotiations During the Term of This Agreement. If a dispute arises on any issue which is not clearly and definitely covered by this Agreement, the parties may mutually agree to negotiate to resolve the dispute and commit any settlement in writing as part of this Agreement.

SPECIAL CONFERENCES

Section 7.0 - Purpose and Procedure.

(a) Special conferences may be held for opening up communications or improving mutual understanding and cooperation, professional working relations, employee relations, working conditions, and nursing standards.

(b) Special conferences may be arranged at the request of either Pinecrest or the Association. An agenda will be submitted with the request. A request for a special conference may not be unreasonably denied by either party.

(c) If a special conference is held, it will be held within ten (10) days after the request is made, unless the time is mutually extended by the parties.

(d) Special conferences will be held between three (3) representatives of the Staff Council, one representing each shift and not more than two (2) non-employee representatives for the Association, and the Facility administrator, the personnel director and the director of nursing for the Facility. The Facility may have an attorney or Board member present.

(e) Other RN/GN representatives may attend and participate in the above special conferences, provided that Pinecrest and the Association mutually agree to their attendance and participation.

Section 7.1 - Special Conference Time and Pay. Staff Council Representatives engaged in special conferences while on duty will be entitled to released time without loss of pay.

GRIEVANCE PROCEDURE

Section 8.0 - Grievance Representation. An individual RN/GN or a group of named RN/GNs may file a grievance. The Association has the right to have a representative present during the handling and processing of Pinecrest grievance(s).

Section 8.1 - Grievance Definition. A grievance shall mean a complaint by an RN/GN or a group of RN/GNs based upon an event, condition, or circumstance under which a nurse works, allegedly caused by a violation of this Agreement. The grievance shall set forth the provision or provisions of the Agreement being grieved.

Section 8.2 - Grievance Steps.

Step 1

An RN/GN or a group of RN/GNs who feel they have a grievance shall first discuss the matter with the Director of Nursing within fourteen (14) calendar days of the event leading to the grievance. The Staff Council or Association may represent the RN/GN.

The Director of Nursing has two (2) days to answer the grievance in writing.

Step 2

If a grievant is not satisfied with the answer to Step 1, the grievant and/or their representative shall write down the grievance on a form and make three (3) copies. One copy will be retained for the grievant; one copy will be retained for the Association; and one copy shall be delivered to the Director of Nursing within five (5) days of the answer in Step 1.

The Director of Nursing shall answer the grievance, in writing, within five (5) days and deliver copies of the answer to the grievant and the Association.

Step 3

If the grievant and their representative is not satisfied with the answer in Step 2, the grievant and/or their representative shall present the grievance to the administrator of Pinecrest within five (5) days following the answer to Step 2 and request a meeting with the administrator. The administrator

shall arrange a meeting within five (5) days of the grievance presentation and request.

The administrator shall sign a written settlement of the grievance at the meeting or shall give a written answer within five (5) days after the meeting if the grievance is not settled at the meeting.

Step 4

If the grievant(s) and the Association is dissatisfied with the administrator's decision, then the grievant(s) and the Association have the right to request a review of the grievance by the Pinecrest Board of Trustees or Board Committee within five (5) days of receipt of the administrator's decision. The Pinecrest Board of Trustees or Board Committee shall meet and hear the grievance at their next regular monthly meeting. A decision may be given the same day of the meeting or will be given within five (5) days after the meeting. The decision shall be given in writing.

Step 5

If the Association and Pinecrest cannot settle the grievance in Step 4, then either party may request submission of the grievance to arbitration. A request to submit a grievance to arbitration shall be in writing to the opposite party and made not later than thirty (30) calendar days after the date of the answer/decision in Step 4.

The arbitrator shall be selected in accordance with the procedures of the Federal Mediation and Conciliation Service (FMCS) of the Michigan Employment Relations Commission for selection of an arbitrator in accordance with the Commission's rules.

The arbitrator shall have the authority and jurisdiction to determine the interpretation and/or application of this Agreement for the grievance submitted to arbitration. The arbitrator shall not have the power to alter or modify the terms of this Agreement, and the arbitrator shall not add to, subtract from, ignore, or change any of the provisions of this Agreement. The arbitrator's decision shall be final and binding.

Section 8.3 - Rules of Grievance Processing.

(a) For the purpose of the grievance procedure, a day shall be deemed to mean Monday through Friday, exclusive of holidays, and the day on which the action is taken shall not be part of any time limit provided.

(b) The failure of the grievant to proceed to the next step within the time limit provided shall be deemed a waiver of any further appeal concerning that particular grievance but shall not be prejudicial to any other grievance.

(c) A grievance not answered by Pinecrest within the time limits provided shall automatically advance to the next step exclusive of arbitration.

(d) Time limits may be extended by mutual agreement, reduced to writing.

(e) Pinecrest and the Association may designate representatives to act on their behalf.

Section 8.4 - Appeal of Discharge or Disciplinary Suspension. In all cases of discharge or disciplinary suspension, the grievance should be initiated at Step 3 of the grievance procedure within seven (7) calendar days of notice of said discharge or disciplinary suspension. A copy of the notice of discharge or disciplinary suspension shall be given to the RN/GN and the RN/GN's Association representative, setting forth the specific reasons for the discharge or suspension.

RECOGNITION OF PINECREST'S RIGHT TO MANAGE

Section 9.0 - Management's Rights. The management of the Facility, the control of the premises, and the direction of the nursing force are vested exclusively in the Facility, and the Facility retains these rights for management and operation of Pinecrest Medical Care Facility in all respects and as to all matters in connection with the exercise of such rights; provided, that these rights shall not be exercised in conflict with this Agreement. The rights outlined above shall include:

- (a) The right to manage and control the Facility in all of its operations and activities;
- (b) The right to determine all matters of management policy, facility and department scope; layout operation and location;
- (c) The right to terminate, merge, consolidate, sell or otherwise transfer or reorganize Pinecrest's operations and services or any part thereof;
- (d) The right to direct the work force, including the right to hire, discipline, suspend, discharge, promote, demote, assign, train, transfer or lay off and recall RN/GNs;

- (e) The right to establish and change work schedules and the starting and quitting times and to provide and assign relief personnel;
- (f) The right to establish and change, from time to time, rules and regulations, including safety rules and regulations, and fix and determine penalties thereof;
- (g) The right to utilize volunteers, provided that volunteers will not be used to cause the layoff of an RN/GN.

An RN/GN covered by this Agreement shall immediately proceed to carry out any order or instruction given by Pinecrest (unless doing so would obviously jeopardize the health or safety of the RN/GN or others). The RN/GN shall raise any question the RN/GN has as to Pinecrest's right to give the RN/GN the order or instruction only after the RN/GN carries out the order or instruction; and, the question must be based on a reasonable and sensible reading of a specific provision or specific provisions of this Agreement.

ROLE OF THE NURSE

Section 10.0 - Shared Mission. The parties share the mission of providing safe and adequate nursing care.

Section 10.1 - Professional Responsibility. Pinecrest recognizes that RN/GNs in this bargaining unit are responsible for the direct and indirect total nursing care of patients assigned to them. Modern facility nursing care requires the direct and indirect assistance of various auxiliary personnel and services in order to provide adequate nursing care to patients.

Section 10.2 - Authority of the Nurse. The parties agree that the RN/GN shall be given authority commensurate with the RN/GN's responsibility for directing the work of the auxiliary personnel consistent with Pinecrest's policy regarding their work. It is further agreed that certain required auxiliary services which are necessary for providing total patient care are normally assigned to other RN/GNs, which include delivery of meals, housekeeping after patient discharge, and cleaning service rooms of a ward. However, the parties agree that a RN/GN's professional responsibility for total patient care or treatment may occasionally necessitate an RN/GN providing these services. This statement of intent shall not excuse an RN/GN from performing any assignment consistent with the RN/GN's professional ethics and judgment given to the RN/GN by the RN/GN's immediate superior which is connected with patient care.

Section 10.3 - Facility's Responsibility for Nursing Care. The parties agree that the Facility's responsibility for nursing care requires:

- (a) Adequate nursing and auxiliary personnel on all shifts seven days a week that is consistent with sound Facility management practices;
- (b) The filling of vacancies as soon as possible in order to provide safe and adequate nursing care;
- (c) Maximum utilization of the training and competencies of all nursing personnel; and,
- (d) Investment in education and training to improve the professional knowledge and competencies of its RN/GNs.

EMPLOYMENT STATUS

Section 11.0 - Fully Scheduled RN/GNs. A fully scheduled RN/GN is defined as one who is scheduled for eighty (80) hours in a biweekly pay period.

Section 11.1 - Partially Scheduled RN/GNs. A partially scheduled RN/GN is defined as one who works less than eighty (80) hours per pay period on a schedule or work days and shift hours which may change from time to time.

Section 11.2 - Temporary RN/GNs. A temporary RN/GN is hired for a calendar period that may not exceed six (6) calendar months to work on a fully scheduled or partially scheduled basis. An RN/GN hired as a temporary RN/GN will be informed of how many calendar days their employment will last and their scheduled work hours. Temporary RN/GNs will receive benefits equal to their scheduled hours except they will not receive insurance benefits. RN/GNs who are temporary for less than a six (6) month period shall not be considered to be part of the Collective Bargaining Agreement described in Section 1.0, Recognition.

Section 11.3 - RN/GN Right-to-Know Status. An RN/GN at the time of hire will be informed as to whether their employment status is to be fully scheduled, partially scheduled, or temporary.

Section 11.4 - Probationary Period.

(a) An RN/GN will be on probation for the first ninety (90) calendar days of their employment at Pinecrest. If Pinecrest believes that an extension is necessary in order to properly evaluate the RN/GN prior to obtaining permanent status, such probationary period may be extended for an additional period thirty

(30) days for the purpose of proper evaluation, upon giving notice to the Staff Council Chairperson.

(b) A Graduate Nurse will be on probation for the first ninety (90) calendar days of their employment at Pinecrest or until licensed.

(c) A probationary RN/GN may be terminated from employment at Pinecrest for any reason whatsoever, except for Association activity, and a probationary RN/GN shall not be allowed to grieve discharge except for Association activity.

Section 11.5 - Copy of Job Description. Each RN/GN, at their date of hire, will be given a copy of their job description.

SCHEDULING AND HOURS

Section 12.0 - Work Schedules. It is recognized by the Union, the RN/GNs, and Pinecrest that the care and welfare of the patients requires service on a seven (7) day a week, twenty-four (24) hour a day basis. Pinecrest shall post the schedule of work five (5) calendar days in advance of the beginning of the schedule, but this shall not restrict Pinecrest in adjusting the schedule when service requirements of Pinecrest necessitate a change.

Section 12.1 - Pay Period, Workday and Work Shift. The normal pay period for fully scheduled RN/GNs shall consist of eighty (80) hours of work per pay period. Pinecrest shall determine the start of the normal pay period and the starting and quitting times for all work shifts. The pay period and work shifts set forth in this section are the normal periods of time for such purposes, but nothing contained in this section or any other section of the Agreement shall be construed as guaranteeing any maximum or minimum periods of time for a pay period or work shift. First shift, as a general rule, begins on or after 6:30 a.m. Second shift, as a general rule, begins on or after 2:30 p.m. Third shift, as a general rule, begins on or after 10:30 p.m. All RN/GNs will report slightly ahead (10 minutes) of the usual shift starting time in order that the off-going RN/GNs may give their reports on the patients.

Section 12.2 - Meal and Rest Periods.

(a) Each work shift of eight (8) hours shall include a meal period of thirty (30) minutes and two (2) paid fifteen (15) minute rest periods.

(b) An RN/GN who, for any reason, must work beyond their regular shift into the next shift shall receive a paid fifteen (15) minute rest period before starting work on the next shift. The

rest period will be in addition to the meal and paid rest periods that occur during the work shift.

(c) An RN/GN is entitled to a paid fifteen (15) minute rest period for every four (4) hours worked.

Section 12.3 - Scheduling.

(a) The work schedule will be prepared by Pinecrest to reflect the reasonable requests of the RN/GN regarding their working days and off-duty days.

(b) At any time, an RN/GN may exchange workdays with the approval of Pinecrest.

(c) Work schedules will be posted by Pinecrest at least five (5) days in advance of the covered period. The work schedules will cover a two (2) week period.

Section 12.4 - Voluntary Overtime. In the event fully scheduled RN/GNs wish to be assigned overtime, RN/GNs will be assigned in seniority order if possible and will be required to work such overtime if they have volunteered for overtime. This section does not change Pinecrest's practice of assigning additional hours to partially scheduled RN/GNs.

SENIORITY

Section 13.0 - Definition of Seniority. Seniority accumulates from the RN/GN's date of hire as an RN/GN by Pinecrest upon completion of the RN/GN's probation.

Section 13.1 - Seniority Lists.

(a) The seniority list shall be updated every six (6) months.

(b) A copy shall be posted on the bulletin board, a copy shall go to the Staff Council, and a copy shall go to the Association State Office.

(c) The copy on the bulletin board shall include names and dates of hire as an RN/GN by Pinecrest.

(d) The copies going to the Staff Council and the Association State Office shall include names, dates of hire, addresses and phone numbers. An RN/GN may withhold their phone number from the Association and Staff Council if they make this request in writing to Pinecrest. A copy of this request will be given to the Association and Staff Council in lieu of the phone number.

Section 13.2 - Shift Preference and Status Preference.

(a) When an RN/GN is desirous of changing the RN/GN's shift or status, RN/GNs shall notify the Director of Nursing more than one (1) week prior to the posting of the next schedule. If there is an opening in the schedule on the shift desired or for the status desired, RN/GNs will be transferred by the Director of Nursing to the status or shift of their preference. In the event there is more than one RN/GN desirous of the same shift or status, RN/GNs will be transferred based on seniority, with the most senior RN/GN given preference for the shift or status of the RN/GN's choice. It is specifically understood that RN/GNs will not be transferred unless there is an opening on the shift or status of their preference.

(b) Vacancies are created within the bargaining unit by the creation of a new job or by the death, termination, transfer, or retirement of an RN/GN, or any other job which the parties agree on as a vacancy. The vacancies created may have their number of weekly scheduled hours increased or decreased as long as it does not affect the number of weekly scheduled hours for each of the RN/GNs currently working as of January 1, 1991. For purposes of this section, the above-described RN/GNs shall be D. Stein, B. Cologna, B. Granfor, M. Kass. All other RN/GNs and new hires would not be covered by this provision.

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(c) RN/GNs either fully scheduled or partially scheduled may be hired as long as it does not affect the number of weekly scheduled hours for each of the RN/GNs employed by Pinecrest on the date of the contract.

LAYOFF AND RECALL

Section 14.0 - Layoff. If it becomes necessary to lay off RN/GNs, each RN/GN who is to be laid off will receive at least two (2) weeks' advance notice of layoff. In the event Pinecrest has less than two (2) weeks' notice, RN/GNs will be given as much notice as practicable prior to the layoff. Copies of the notice of layoff will be mailed to the Staff Council and the State Association office when RN/GNs are advised under this section. A layoff shall be defined as a reduction in the number of RN/GNs in the work force. Nonbargaining unit RN/GNs will be laid off first, then the remaining RN/GNs will be laid off in inverse order of seniority.

Section 14.1 - Recall.

(a) RN/GNs will be recalled by reverse order of layoff.

(b) Notices of recall may be given in person, by telegram, or certified mail. Any recall notice given by telephone will be confirmed, in writing, by registered or certified mail.

Section 13.2 - Shift Preference and Status Preference.

(a) When an RN/GN is desirous of changing the RN/GN's shift or status, RN/GNs shall notify the Director of Nursing more than one (1) week prior to the posting of the next schedule. If there is an opening in the schedule on the shift desired or for the status desired, RN/GNs will be transferred by the Director of Nursing to the status or shift of their preference. In the event there is more than one RN/GN desirous of the same shift or status, RN/GNs will be transferred based on seniority, with the most senior RN/GN given preference for the shift or status of the RN/GN's choice. It is specifically understood that RN/GNs will not be transferred unless there is an opening on the shift or status of their preference.

(b) Vacancies are created within the bargaining unit by the creation of a new job or by the death, termination, transfer, or retirement of an RN/GN, or any other job which the parties agree on as a vacancy. The vacancies created may have their number of weekly scheduled hours increased or decreased as long as it does not affect the number of weekly scheduled hours for each of the RN/GNs currently working as of July 1, 1981. For purposes of this section, the above-described RN/GNs shall be J. Butkovich, D. Stein, B. Cologna, B. Granfor, M. Kass. All other RN/GNs and new hires would not be covered by this provision.

(c) RN/GNs either fully scheduled or partially scheduled may be hired as long as it does not affect the number of weekly scheduled hours for each of the RN/GNs employed by Pinecrest on the date of the contract.

LAYOFF AND RECALL

Section 14.0 - Layoff. If it becomes necessary to lay off RN/GNs, each RN/GN who is to be laid off will receive at least two (2) weeks' advance notice of layoff. In the event Pinecrest has less than two (2) weeks' notice, RN/GNs will be given as much notice as practicable prior to the layoff. Copies of the notice of layoff will be mailed to the Staff Council and the State Association office when RN/GNs are advised under this section. A layoff shall be defined as a reduction in the number of RN/GNs in the work force. Nonbargaining unit RN/GNs will be laid off first, then the remaining RN/GNs will be laid off in inverse order of seniority.

Section 14.1 - Recall.

(a) RN/GNs will be recalled by reverse order of layoff.

(b) Notices of recall may be given in person, by telegram, or certified mail. Any recall notice given by telephone will be confirmed, in writing, by registered or certified mail.

(c) An RN/GN who fails to report to work by the starting time of their scheduled shift on the tenth (10th) calendar day after the date the notice of recall was given shall be deemed to have voluntarily resigned.

Section 14.2 - No Consolidation or Elimination of Jobs. Pinecrest agrees that any consolidation or elimination of RN/GN jobs shall not be effected without a special conference. It is also agreed that if the results of said meeting are not conclusive and there exists a dispute, said dispute shall be submitted to the fourth (4th) step of the grievance procedure.

WAGES AND PREMIUMS

Section 15.0 - Schedule of Hourly Wage Rates. The schedule of hourly wage rates shall be found in Schedule A which will be attached to the Agreement and made a part of this Agreement.

Section 15.1 - Rules Governing Wage Rates.

(a) RN/GNs with previous professional nursing experience within the last five (5) years from their date of hire shall be credited for this experience on the schedule of hourly wage rates after completion of probation.

(1) Only experience in a hospital or a medical care facility will be counted in the crediting of experience.

(b) All wage step increments will be honored in the pay period following the RN/GN's eligibility for a wage step increment.

(c) The steps in the schedule of hourly wage rates will record the paid hours of service from date of hire for each RN/GN with credit given for prior professional nursing experience.

Section 15.2 - Overtime.

(a) RN/GNs shall receive time and one-half (1 1/2) their regular pay for all hours actually worked in excess of eight (8) hours in any workday or eighty (80) hours in a fourteen (14) day pay period.

(b) If Pinecrest has an RN/GN work on two shifts within a twenty-four hour period and overtime does not apply, Pinecrest will pay a \$30 incentive. The incentive will not apply if coverage is changed for the convenience of the nursing staff.

(c) Paid leave hours shall be counted as hours worked. (Sections 18.0, 18.1, 18.2).

Section 15.3 - Time and One-Half on Holidays. For all hours actually worked on holidays that are defined below, RN/GNs will receive time and one-half (1 1/2) their regular straight time hourly rate. These holidays shall be as follows:

New Year's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

Section 15.4 - Shift Premium. An RN/GN who works the second shift or third shift (afternoon or midnight shifts) shall be paid a shift premium of fifty cents (\$.50) per hour.

Section 15.5 - Call-In Pay.

(a) A full-time RN/GN called in to work will be paid one and one-half (1 1/2) times his/her regular hourly rate.

(b) All RN/GNs, except for temporary RN/GNs, called in for work on his/her day off and who works at least five (5) hours will be paid for eight (8) hours. This paragraph will not apply if the called-in RN/GN designates the number of hours the RN/GN is available.

Section 15.6 - On-Call Pay.

(a) An RN/GN scheduled to be on call will be paid at their regular hourly rate in accordance with the following schedule:

Hours of Pay

2	Monday through Friday
3	Saturdays and Sundays
3	Holidays

An RN/GN, on call, called in shall be paid the on-call time plus the time worked.

(b) All RN/GNs shall be offered the option of being scheduled to be on call before the Director of Nursing may be scheduled to be on call.

Section 15.7 - Reporting Pay. An RN/GN who reports to work as scheduled or called in and is sent home shall be guaranteed four (4) hours of pay at their regular hourly rate.

Section 15.8 - In-Service and Meeting Pay. An RN/GN required to attend a department or general staff meeting or a scheduled in-service training class on their scheduled day off, or outside of their scheduled working hours, shall be paid for at least two (2)

hours at their regular rate. If the meeting or class lasts longer than two (2) hours, the RN/GN shall be paid for all time spent in the meeting or class at their regular hourly rate.

Section 15.9 - Assumption of Increased Responsibility.

(a) House Charge and Floor Charge. During the second shift (afternoon shift) and third shift (midnight shift), the RN who covers the house charge assignment and a floor charge assignment shall be paid one and one-half times their regular hourly rate for time spent covering both assignments. Pinecrest will make all reasonable efforts to prevent such dual assignments.

(b) Sole RN/GN on First Shift. At any time the RN in the Facility works as the only RN during the first shift (day shift) of a Saturday, Sunday, or holiday, the RN/GN shall receive an additional one dollar (\$1) per hour.

LONGEVITY

Section 16.0 - Longevity Premium Pay. All RN/GNs under this Agreement shall receive a longevity increment to be paid annually on or about the first of November each year based on the following schedule:

- (a) RN/GNs who have been paid for more than 10,400 hours shall receive a longevity premium of 20 cents per hour for each hour paid.
- (b) RN/GNs who have been paid for more than 20,800 hours shall receive a longevity premium of 26 cents per hour for each hour paid since the last longevity premium was paid.
- (c) RN/GNs who have been paid for more than 31,200 hours shall receive a longevity premium of 31 cents per hour for each hour paid since the last longevity premium was paid.
- (d) RN/GNs who have been paid for more than 41,600 hours shall receive a longevity premium of 37 cents per hour for each hour paid since the last longevity premium was paid.
- (e) RN/GNs who have been paid for more than 52,000 hours shall receive a longevity premium of 43 cents per hour for each hour paid since the last longevity premium was paid.

COMBINED TIME OFF

Section 17.0 - Combined Time Off.

(a) Accumulation of Combined Time Off. All fully and partially scheduled RN/GNs shall accumulate combined time off (CTO) at the following rates. Each of the hours earned shall be converted into dollars by multiplying the hours earned each pay period by the RN/GN's regular straight time hourly rate of pay.

<u>Length of Service</u>	<u>No. of Hours Earned For Every 80 Hours Paid</u>
0-10,400	7.0 hours
10,400-20,800	8.0 hours
20,800-31,200	9.0 hours
Over 31,200	10.0 hours

(b) Maximum Carryover of CTO. RN/GNs may carry over up to a maximum of Ten Thousand Dollars (\$10,000) per year. RN/GNs who accumulate more than \$10,000 will be paid for the excess on or about November 1st each year.

(c) Prior Notification for Use of CTO. In order to use CTO, all RN/GNs must schedule CTO in advance and in accordance with Facility rules, and CTO must be approved in advance by the appropriate supervisor. With regard to CTO for vacation purposes, vacation requests are to be made as follows:

By Dec. 1 for:

January
February
March

By March 1, for:

April
May
June

By June 1, for:

July
August
September

By Sept. 1, for:

October
November
December

Vacation requests are to be answered in writing by Pinecrest within five (5) working days after the deadline. A vacation request for four (4) consecutive weeks will be honored as long as adequate patient coverage is maintained. A vacation request made by an RN/GN shall indicate a first choice as well as a second choice of dates requested. If a conflict occurs whereby two or more RN/GNs request the same vacation or vacation periods which would overlap and cannot be so scheduled, a choice of vacation

periods shall be granted according to seniority. Request for vacation received after the dates posted above will be considered only if there is an opening and will be granted on a first-come, first-served basis.

The only exception is the use of CTO for purposes of sickness or accident, which do not require advance scheduling or approval. In cases of sickness or accident, the RN/GN is required to notify the appropriate supervisor in accordance with Facility rules as soon as the RN/GN knows that the absence from work will be necessary. The CTO bank will be reduced by the amount of time taken by RN/GNs at their regular rate of pay.

(d) Cash-In of CTO Bank Upon Separation. RN/GNs who are discharged from the employment of the Facility or who lose seniority under Section 14.1 (c) or who voluntarily quit without giving the Facility three (3) calendar weeks' advance written notice shall not be paid for any amounts in their CTO bank. RN/GNs who voluntarily quit after giving the required three (3) calendar weeks' advance notice to the Facility or who terminate due to death, military service or retirement will be paid any amounts remaining in their CTO bank.

(e) Use of CTO. CTO may be used only for holidays, vacation, sick days, funeral days, birthday, or personal days. RN/GNs must use CTO for any absences and may not use any unpaid time off until all CTO is exhausted unless RN/GNs are off on a long-term disability, e.g. serious injury or pregnancy, and then RN/GNs may save the equivalent of forty (40) hours of paid time. This section specifically applies to the use of paid time before unpaid time under the Family and Medical Leave Act (FMLA).

(f) Annual Cash-In Option. RN/GNs shall have the option to cash in up to One Thousand Dollars (\$1,000) of CTO at any time during the year. RN/GNs will be limited to one (1) withdrawal from their CTO bank in each calendar year.

PAID LEAVE TIME

Section 18.0 - Court Duty.

(a) An RN/GN who spends time on jury duty shall be paid the difference between jury duty pay and their regular paycheck upon submission of proof of amount received for jury duty.

(b) An RN/GN who spends time in court on behalf of Pinecrest shall receive their regular hourly rate for time spent in court but no less than four (4) hours pay per day spent in court.

Section 18.1 - Severe Weather Conditions. Should severe weather conditions occur resulting in an RN/GN being unable to report for duty at the starting time of such RN/GN's assigned work shift,

pinecrest will make payment for a full eight (8) hour day if the following conditions are met:

- (a) The administrator of Pinecrest Medical Care Facility decides that the weather condition is considered severe, based on such conditions so considered as severe in the past, and;
- (b) That the RN/GN reports by telephone of the inability to arrive on time due to such weather conditions, and;
- (c) That the RN/GN who reports to duty within three (3) hours of the RN/GN's starting time.

Any RN/GN not able to report for the shift because of such conditions shall be considered absent without pay.

Section 18.2 - Paid Association Business Leave. Pinecrest shall grant the Association a total of six (6) days of paid leave per year for the use of Association members of the RN Staff Council. Any unused paid days shall carry over to the succeeding year; however, the paid Association business leave may not accumulate to more than six (6) days. Requests for such paid leave shall be submitted to the administrator of Pinecrest or a duly authorized representative by an officer of the RN Staff Council. The RN Staff Council will designate the uses of Association business leave.

INSURANCE PLAN AND PENSION PLAN

Section 19.0 - Health Insurance.

(a) Pinecrest will make available to an RN/GN covered hereby, the MVF-2 Blue Cross/Blue Shield Comprehensive Hospital Care Plan with Master Medical Benefits Option III, Pre-determination Rider and the ML Rider, or a plan of equal coverage; and Pinecrest will make available Blue Cross-Blue Shield Vision Care Program and a Dental Program similar to the Dental Rider provided to Union Local #854 or a plan of equal coverage, provided that as required by such plan, the RN/GN meets the hours of work eligibility requirements which are established by such plan.

(b) An RN/GN shall become covered through their completion of the required forms and their acceptance by the plan as a participant. Such forms and information regarding the health insurance shall be made available from the Business Office.

(c) Pinecrest, for the duration of the Agreement, will contribute a pro rata share of the cost of the premium for a single person contract. Thus, RN/GNs who are working forty (40) hours per week or eighty (80) hours per pay period shall have 100 percent of their premium paid by the Facility. RN/GNs working less than this

amount shall receive the pro rata payment toward the cost of this insurance, and the remainder shall be deducted from the RN/GN's earnings. In addition, Pinecrest reserves the right to change to a DRI 275 plan. Should Pinecrest elect to change, it will pay the deductibles.

(d) Pinecrest will deduct from the second biweekly pay period of each month the balance of the premium due by the RN/GN for dependent coverage and will handle remittance of the premiums.

(e) The pro rata contribution rules outlined in paragraph (c) shall cover the cost of insurance under this subsection; thus if an RN/GN works half-time, the RN/GN shall be required to pay half the cost of the insurance to maintain coverage. If the RN/GN is paid for no hours during the period, the RN/GN shall be required to pay the full cost of the coverage in order to maintain the insurance.

(f) In the event that Pinecrest desires to switch insurance carriers, the Association shall be notified of such intent, and no insurance benefits shall be reduced by the adoption of a new carrier.

Section 19.1 - Life Insurance. All RN/GNs will be covered by life insurance in the amount of \$10,000 with accidental death and dismemberment. The premium shall be paid by Pinecrest.

Section 19.2 - Workers' Compensation. Pinecrest will provide and pay for workers' compensation coverage for all RN/GNs, pursuant to Michigan law.

Section 19.3 - Liability Insurance. Pinecrest will maintain the current professional liability coverage in effect for RN/GNs.

Section 19.4 - Retirement Plan.

(a) Pinecrest will provide a retirement pension plan for each RN/GN.

(b) Eligibility requirements, vesting, details and provisions of the retirement pension plan shall be provided to each RN/GN, upon request, from the Business Office.

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 20.0 - Volunteer Service Organizations and Workers. The Association recognizes the valuable services and contributions of volunteer service organizations and workers to the welfare of the patients and that their services in no way interfere with the duties and privileges or employment of RN/GNs. The Association and the RN/GNs will not interfere with the activities of volunteer service organizations and workers.

Section 20.1 - Addresses and Telephone Numbers of RN/GNs.

(a) Each RN/GN, whether on or off the active payroll of Pinecrest, should keep Pinecrest advised of their current mailing address and telephone number.

(b) Each RN/GN shall give Pinecrest written notice of their address and telephone number and any changes in them. Pinecrest will give the RN/GN a receipt for such notices.

Section 20.2 - Professional Meetings. Within the limits of scheduling and funds available, Pinecrest will encourage attendance at professional meetings sponsored by professional associations or institutions where attendance is likely to increase the competency or otherwise benefit an RN/GN in their professional capacity. The RN/GN's Staff Council will periodically make recommendations to Pinecrest's administrator or director of nursing regarding meetings where attendance by RN/GNs is desirable and may submit the names of persons who might attend. At the discretion of the director of nursing or Pinecrest's administrator, and subject to the approval of the Board of Directors, RN/GNs will be given time off without loss of pay to attend such meetings, and within the limits of Pinecrest's funds for RN/GN attendance at professional meetings, they will also be reimbursed for out-of-pocket expenses incurred in such attendance.

Section 20.3 - Health Program. Vaccinations or immunizations which have in the past been provided will be provided at no charge to all RN/GNs as well as other services currently provided by Pinecrest as long as they are provided to Pinecrest. Should Pinecrest require any vaccination or immunization, Pinecrest will pay the cost of the vaccination or immunization.

Section 20.4 - Safety Committee/Quality Assurance Committee. One (1) delegate to Pinecrest's Safety Committee/Quality Assurance Committee may be appointed by Pinecrest. The Safety Committee/Quality Assurance Committee will meet regularly each month, or if necessary, special meetings may be established by Pinecrest.

Section 20.5 - Educational Courses.

(a) Any RN/GN employed by Pinecrest for one (1) year or more who wishes to enroll in a course at an accredited educational institution in a course which would aid the RN/GN in the practice and performance of their services at Pinecrest and will contribute to their professional growth, may submit in advance of commencing the course, a letter of application to Pinecrest for reimbursement of resident tuition costs.

(b) The letter of application shall list the course to be taken by title and course number along with a short course description. The letter will be submitted to the administrator.

(c) Upon proof of satisfactory course completion and the amount expended for tuition, the RN/GN will be reimbursed 50% of resident costs. The RN/GN must be on the payroll of Pinecrest at the time the refund is made.

Section 20.6 - Termination of Employment.

(a) RN/GNs will give three (3) weeks' written notice of termination of employment except in cases of mitigating circumstances.

(b) Pinecrest will give two (2) weeks' notice of termination of employment, or pay in lieu thereof, except where there is cause for immediate termination.

Section 20.7 - Use of Gender Reference. It is understood that the use of gender references in this Agreement shall mean both genders, where appropriate.

Section 20.8 - Preparation of and Copies of This Agreement. The Association will prepare the Agreement and Pinecrest will provide copies of the Agreement to each RN/GN covered by the Agreement.

Section 20.9 - Americans With Disabilities Act. Notwithstanding any other provision of this Agreement, the Employer may take all actions necessary to comply with the Americans With Disabilities Act (ADA).

Section 20.10 - Successor Clause.

(a) This Agreement shall be binding upon the Association's successors.

(b) This Agreement shall be binding upon Pinecrest's successors, assigns, purchasers, leasers, or transferees, whether such succession, assignment, lease, or transfer be affected voluntarily or by operation of law, that in the event of Pinecrest's merger or consolidation with another employer, this Agreement shall be binding upon the merger or consolidated employer.

DISCIPLINE

Section 21.0 - Facility Rules.

(a) The Staff Council will have input into the development and revision of rules for the conduct of RN/GNs which are promulgated by Pinecrest.

(b) The Association reserves the right to grieve an alleged infraction of a promulgated rule if it feels there has been a misapplication, misinterpretation, improper application, improper interpretation, or deviation of the rule or rules.

(c) Copies of Rules and Posting of the Rules

(1) Copies of the rules and penalties shall be given to Staff Council representatives and shall be posted on the bulletin board of the RN Conference Room on the first floor.

(2) Copies will be available for each RN/GN.

Section 21.1 - Disciplinary Action Process.

(a) Discipline, if necessary, will normally be of a corrective nature and will be applied progressively. Reprimanding of an RN/GN shall be done privately without knowledge of fellow RN/GNs or the public.

(b) The progressive discipline schedule will be:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

The last three shall be in writing, of which a copy will be made available to the Association, upon request.

(c) Discharge or suspension for dishonesty, intoxication or drug abuse on the job, insubordination, or other serious infraction does not require progressive discipline.

(d) Suspension or discharge actions can be taken only by the administrator or his or her designee. If discharge action is taken, the RN/GN shall first be suspended from employment for not more than five (5) days.

(e) The Association and Staff Council shall be notified immediately, in writing, of any suspension or discharge of an RN/GN. The Association has the right to begin action at the third (3rd) step of the grievance procedure.

(f) All disciplinary actions will be for just cause and may be appealed through the grievance procedure.

Section 21.2 - Use of Past Record. In imposing any discipline, suspension, or discharge on a current charge, Pinecrest will not take into account:

- (a) Any prior infraction which occurred more than one and one-half (1 1/2) years prior to the current infraction involving indirect patient care.
- (b) Any prior infraction which occurred more than two and one-half (2 1/2) years prior to the current infraction involving direct patient care.

LEAVES OF ABSENCE

Section 22.0 - Illness, Injury, Pregnancy, and Personal Family Leave. A leave of absence, without pay, for injury, illness, pregnancy, or personal family leave will be granted to RN/GNs upon proper application subject to Pinecrest's right to require medical proof of disability. With regard to personal family leave, such leave will be granted only for the personal illness of family members who reside with the RN/GN. An RN/GN may be on a leave of absence for a period of not more than twelve (12) calendar months. Pinecrest may require, as a condition of continuance of a leave of absence, proof of continuing disability. In situations where an RN/GN's physical or mental condition raises a question as to the RN/GN's capacity to perform the job, Pinecrest may require a medical examination and, if appropriate, require the RN/GN to take a leave of absence under this section. RN/GNs who are anticipating a leave of absence under this section may be required to present a physician's certificate recommending that the RN/GN continue to work, and in all cases an RN/GN's attendance and job responsibilities must be satisfactorily maintained. RN/GNs on leave shall be granted seniority while on leave and shall return to the position held at the time the leave of absence was granted or to a position to which the RN/GN is entitled by the RN/GN's seniority.

Section 22.1 - Personal Business Leave. Pinecrest may grant a leave of absence, at its sole discretion, without pay, for personal reasons, upon written application of the RN/GN. Reasons for personal leave might include serving in any elected or appointed position, either public or union, or prolonged illness of an immediate family member residing elsewhere.

Section 22.2 - Military Service Leave. Pinecrest and the Association agree that the matter of leave of absence for an RN/GN during the period of their military service with the Armed Forces of the United States, and of their reinstatement thereafter, shall be governed by applicable statutes and by decision of the courts. Application for military service leave shall be made to the administrator or his or her designated authority. A military leave also can be granted for Reserve Training or other services as required annually.

Section 22.3 - Educational Leave of Absence. After completing one (1) year of service, any RN/GN, upon request, shall be granted a

leave of absence for educational purposes. The period of the leave of absence may not exceed one (1) year, but it may be extended or renewed at the request of the RN/GN. One year's leave of absence (with any requested extension) for educational purposes, shall not be provided more than once every three (3) years. {Pinecrest agrees to provide one RN per quarter with released time to attend college-level courses which are job- and degree-related. Pinecrest will schedule that RN/GN's release day to coincide with the RN/GN's "day-off" when practical.}

Section 22.4 - Association Office and Business Leave.

(a) An RN/GN covered by this Agreement who is elected or appointed to a full-time office in the Association, the fulfillment of the duties of which requires a leave of absence, shall be granted an unpaid leave of absence for the term of office. Request for such leave shall be submitted to the administrator of Pinecrest or his or her duly authorized representative by an officer of the Association.

(b) Any other Association business leave of absence shall be granted for the period of service for the Association, provided however, that no more than one (1) RN/GN shall be on such Association business leave at one time, that such leave shall not exceed two (2) calendar weeks in duration, and that the leave shall be requested sufficiently in advance to permit Pinecrest an adequate time to cover the work of the RN/GNs for whom leave is requested. A request for such leave for Association business shall be in writing, shall be submitted to the administrator of Pinecrest or his or her duly-authorized representative, and shall state the general purpose for which Association business leave is requested. Seniority shall be retained and accumulated during the period of an Association business leave of absence. Any such leaves shall be unpaid.

NO STRIKE

Section 23.0 - Strikes and Violations. It is recognized that the needs for care and proper treatment of the residents of Pinecrest are of first importance and that there should be no interference in such care and treatment during the term of this Agreement.

(a) The Association agrees there will be no suspension of work through strikes, slowdowns, lockout, refusal to handle or take care of any patients, or other activities that may disturb or interfere with the welfare of the patients.

(b) Pinecrest has the right to discipline or discharge any RN/GN participating in a strike, slowdown, or interference with the care of patients. The Association agrees not to oppose such action.

(c) It is understood that the Association will have recourse through the grievance procedure as to matters of fact in the alleged action of such RN/GNs.

CONDITIONS OF THIS AGREEMENT

Section 24.0 - Separability of Provisions.

(a) If any provision of this Agreement is held to be invalid under existing or future legislation, state or federal, the remainder of this Agreement shall not be affected thereby.

(b) The parties agree to renegotiate invalid provisions to conform with the legal standards of state or federal laws.

Section 24.1 - Supplementary Agreements. Any supplementary Agreement shall be reduced to writing, be signed by the parties and will remain in effect for the term of the contract.

Section 24.2 - Notice Requirements.

(a) It is also agreed that at least ninety (90) days prior to the end of the term of this Agreement, either party may serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change, or amendment of this Agreement.

(b) Effect of Notice

(1) The above notice shall have the effect of terminating this Agreement on the expiration date, unless the Agreement is extended by the parties or is renewed by an amended Agreement.

(2) In the event of the above notice, the parties shall begin to hold negotiation meetings no later than sixty (60) days prior to the expiration date.

Section 24.3 - Term of This Agreement. Term of this Agreement becomes effective as of January 1, 1994, and shall continue in force and effect until midnight, December 31, 1996.

SEIU LOCAL 79

BY ITS NEGOTIATING COMMITTEE

Dan Malone

PINECREST MEDICAL CARE FACILITY

BY ITS ADMINISTRATOR

Gerald A. Bettens

SCHEDULE A

All the following rates, including start rates, may be increased by the employer as needed during the term of this agreement.

<u>RN</u>	First full payroll period after <u>January 1, 1994</u>
Start	\$13.80
3-6 Months	13.90
6-12 Months	14.00
1-2 years	14.20
2-3 years	14.30
over 3 Years	14.60
<u>GN (With Permit)</u>	
Start	13.40
3-6 Months	13.65

Effective the first full payroll period after January 1, 1995, a fifty cents (\$.50) per hour increase will be added to all wage rates above.

Effective the first payroll period after January 1, 1996, a forty-five cents (\$.45) per hour increase will be added to the above.

LETTER OF UNDERSTANDING

1992

Whereas the parties are interested in providing for a smooth transition to the new Agreement and to protect some of the more senior RN/GNs covered by this Agreement, the parties agree to the following Letter of Understanding to provide a transition for these individuals.

This Letter of Understanding affects only Betty Granfor. Should this RN/GN become full-time or terminate her employment with the Facility, this letter will be null and void with respect to that Ms. Granfor.

The parties agree to the following provisions:

(a) CTO Program. In order to provide a smooth transition to the CTO Program, RN/GNs will be credited with full years of service and then hours to date.

(b) Insurance. As an incentive, if the above-named RN/GNs drop all insurance coverage within ninety (90) days of the execution of this Agreement, RN/GNs will receive a \$1,000 savings bond per year shortly after the end of the enrollment period. Should an RN/GN covered by this Letter of Understanding wish to reinstate insurance during the term of this Agreement, they will do so under the terms or conditions of employment available to all other RN/GNs and shall not be covered by this Letter of Understanding.

(c) Insurance Transition. During calendar year 1991 Pinecrest will pay 100 percent of the cost of single coverage. With regard to calendar year 1992 for the above RN/GNs, insurance rates will be capped at the 1991 rate which is \$153.38 for medical and \$11.58 for dental and vision. Should current rates exceed these rates during the life of the Agreement, the RN/GN will pay the cost of insurance in excess of the above rates.

(d) Longevity. In order to provide a transition to the new longevity schedule, Pinecrest would be willing to grandfather the above-named RN/GNs during 1991. During 1992 RN/GNs covered by this Letter of Understanding would receive longevity as under the prior Agreement, however, with a ten (10) percent reduction from the old plan. In 1993 there would be an additional ten (10) percent reduction over 1992. In the event that the above-named RN/GNs work a sufficient amount under the new Collective Bargaining Agreement, that the amount of longevity under the Collective Bargaining Agreement would be greater than under this Letter of Understanding, RN/GNs will receive the higher amount as if not covered by this Letter of Understanding for purposes of longevity payments.

(e) In order to provide for a smooth transition, RN/GNs named above shall be guaranteed, during the life of the contract, an

opportunity to work forty (40) hours per eighty (80) hour pay period, which has been the practice during the prior Collective Bargaining Agreement.

LETTER OF AGREEMENT

RE: INSURANCE

1992

Inasmuch as the parties believe there are a number of RN/GNs who are taking insurance under the Collective Bargaining Agreement when they have other insurance available to them, Pinecrest proposes the following incentive: if RN/GNs drop all insurance within ninety (90) days of the execution of the new Collective Bargaining Agreement, they will receive a \$1,000 savings bond per year shortly after the end of the enrollment period. In the event that RN/GNs wish to be reinstated during the term of this Agreement, the bond will not be paid and they will not be eligible in the future for savings bonds should they reinstate insurance coverage.

LETTER OF UNDERSTANDING

1992

For the duration of this Agreement, Pinecrest will attempt, if possible, to schedule RN/GNs on an every-other-weekend basis.

SEIU LOCAL 79

PINECREST MEDICAL CARE FACILITY

BY ITS NEGOTIATING COMMITTEE

BY ITS ADMINISTRATOR

Gerald A. Betters

Dan Malone

Quinn St. John

LETTER OF AGREEMENT

RE: CTO

1994

Current RN/GNs hired before January 1, 1994, shall have their CTO earned based on the following schedule:

<u>Length of Service</u>	<u>No. of Hours Earned For Every 80 Hours Paid</u>
0-10,400	10.8 hours
10,400-20,800	12.3 hours
20,800-31,200	13.8 hours
Over 31,200	15.3 hours

SEIU LOCAL 79

PINECREST MEDICAL CARE FACILITY

BY ITS NEGOTIATING COMMITTEE

BY ITS ADMINISTRATOR

Dan Malone

(Signature) RN

Gerald A. Better
