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AGREEMENT  
BETWEEN  
GRATIOT COMMUNITY HOSPITAL  
and  
SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 79, AFL-CIO

TERM: May 3, 1998  
THROUGH: May 2, 2001

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AGREEMENT

This Agreement made and entered into this 22nd day of June, 1998, by and between Gratiot Community Hospital, at 300 Warwick Drive, Alma, Michigan, a Michigan not-for-profit health care corporation, (hereinafter referred to as HOSPITAL) and the Michigan Council of Nurses and Health Care Professionals, Service Employees' International Union - Local Union No. 79, AFL-CIO (hereinafter referred to as the UNION) and the Gratiot Community Hospital Staff Council, (hereinafter referred to as the STAFF COUNCIL).

**PURPOSE AND INTENT**

Witnesseth - The Hospital, the Union, and the Staff Council intend that this Agreement promote and improve working and economic relationships between the Hospital and the employees herein recognized; provide for the operation of Hospital and its facilities under methods which will further the provision of quality services to the Community at appropriate costs, the safety of employees, protection of property, effectiveness of operations, avoidance of interruptions to service and patient care; and that harmony, cooperation, and efficiency are achieved such that employees and the Hospital mutually benefit.

**ARTICLE 1: RECOGNITION**

The Hospital recognizes the Union as the exclusive representative for the purpose of collective bargaining for those employees of the Hospital as defined in the Certification of Representative 7-RC-15389 dated June 22, 1979:

All full time and regular part time Licensed Practical Nurses and Graduate Practical Nurses functioning as Licensed Practical Nurses but excluding all other technical employees, guards and supervisors.

Persons awaiting Michigan Registration and who are employed as Licensed Practical Nurses under a temporary permit issued by the Michigan Board of Nursing will be included in this Unit.

## ARTICLE 2: DEFINITIONS

For the purpose of this Agreement the following definitions will apply:

Section 1: The term regular full time will describe an employee who has regular bid days of at least seventy (70) hours in a two (2) week pay period.

Section 2: The term regular part time will describe an employee who has regular bid days less than seventy (70) hours in a two (2) week pay period.

Section 3: The term temporary will describe an employee hired for a time not to exceed ninety (90) days. This time may be extended by mutual agreement between the hospital and the union. Temporary employees may be used to fill in for regular employees who are absent due to illness, vacation, or leave of absence. Temporary employees may also be used to fill newly created positions when such positions are unable to be filled by regular full time or part time employees. Temporary employees will be excluded from the Bargaining Unit.

Section 4: The term contingent will describe an employee who does not have regular bid days who is hired for his/her availability to work on an irregular basis as mutually agreed between the employee and the Hospital.

Contingent nurse(s) will not be members of the Bargaining Unit and will not be subject to the terms and conditions of this Agreement. The contingent nurse(s) will not begin to build any seniority or Hospital service time while functioning in such status.

Section 5: The term seniority employee will describe an employee who has successfully completed the Probationary Period as described in Article 11, Section 3.

### **ARTICLE 3: MANAGEMENT RIGHTS AND RESPONSIBILITY**

The Hospital management will have the sole and exclusive right to manage and operate its facility, including but not limited to all operations, activities and the direction of its working force of employees, with the right to hire, suspend, discipline, discharge for cause, promote, demote, assign, transfer, lay off, recall or relieve employees from duty for legitimate reasons, and to maintain discipline and efficiency among employees; to decide the number of employees, to establish policies and procedures, to determine the type and scope of services to be furnished to patients and the nature of the facilities to be operated, to establish schedules of operation and to determine the methods, procedures and means of providing services to patients. Management will also have the right to introduce new or improved working methods or facilities.

Nothing in the above provision is intended to limit any other rights of the Hospital not specifically and expressly covered, provided that in the exercise of any of the above rights, the Hospital will not violate any provision of this Agreement.

The Hospital will have the right to promulgate at any time and enforce any reasonable rules and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the Hospital, so long as they are not inconsistent with or contrary to this Agreement and any employee who violates or fails to comply therewith will be subject to discipline or discharge just the same as if they were set forth in the Agreement.

**ARTICLE 4: VOLUNTEER ORGANIZATIONS**

The parties recognize that volunteer organizations, individuals, and students employed as part time help or assigned to in-hospital training programs perform valuable and necessary services in the Hospital which contribute to the welfare of patients and to the operation of the Hospital.

The Hospital will continue to have the right to utilize such services as in the past, and the Union will not interfere with the activities and duties of such persons when used in this manner. Both parties further agree that such volunteers and volunteer organizations will not be displaced or any of their functions changed or interfered with, provided such persons are not utilized in such a manner as to undermine the job security or employment status of Bargaining Unit employees.

## ARTICLE 5: UNION SECURITY

All present employees covered by this Agreement who are members of the Union on the effective date of this Agreement, or who become members thereafter, will as a condition of continued employment, maintain their memberships in the Union for the duration of this Agreement.

All present employees covered by this Agreement, who are not members of the Union, and all future employees covered by this Agreement, after completion of the probation period, must, as a condition of continued employment, either become members of the Union, or pay a service fee to the Union.

Any employee who is a member of, and adheres to the established and traditional tenants or teaching of a bonafide religious body or sect historically opposed to the support of a labor organization may direct that contributions paid by him/her under this Article be contributed to not-for-profit organizations classified as tax exempt in accordance with 501c3 of the Internal Revenue Code. Examples of such organizations might include:

1. Cancer Foundation
2. Heart and Lung Associations
3. Kidney Foundation
4. Gratiot Health Care Corporation

All employees covered by this Agreement will as a condition of continued employment, maintain their memberships in the Union or continue payments of the service fee to the Union or continue payments to the employees' chosen not-for-profit organization for the duration of this Agreement.

## ARTICLE 6: DUES DEDUCTIONS

The Hospital agrees to deduct from the pay of each member of the Union, membership dues, service fees, sums equivalent to uniform dues, and initiation fees, levied in accordance with the Constitution and By-Laws of the Union, provided the Union submits to the Hospital a signed authorization for check off of dues form which the Union will supply. Equivalent deductions of service fees from employees who are not Union members will also be subject to payroll deduction provided the Hospital receives a signed authorization form.

Authorizations once filed with the Hospital will be irrevocable for a period of one (1) year or until the termination of this Agreement, whichever is sooner, and such authorization will be automatically renewed for successive periods of one (1) year unless revoked by written notice not less than ten (10) days prior to the expiration of any irrevocable period. Such revocation notice will be in writing to the Hospital and the Union.

Deductions for dues and/or service fees will be made from the second paycheck issued to the employee in the month immediately following the completion of the probationary period and continue monthly provided the employee has submitted the appropriate authorization form to the Hospital.

Deductions for initiation fees will be made from the first paycheck issued to the employee immediately following the paycheck in which the first dues deduction/service fee is deducted. The Union agrees to provide a minimum thirty (30) day written notice to the Hospital of any change in the dues deduction, service fee, or initiation fee amount.

The Union will refund to the employee any amounts erroneously deducted by the Hospital and paid to the Union.

All dues deducted will be remitted to the name and address of the designated financial officer of the Union within fifteen (15) days following such deductions.

The Staff Council and the Union will hold the Hospital harmless for any and all claims arising as a result of any deduction for dues, service fees, initiation fees, and/or equivalent payments as provided herein.

Notice of new hires and terminations to the Bargaining Unit will be provided on a monthly basis accompanying the check off dues deductions. Notice of new hires will include address and hire date.

## ARTICLE 7: NO STRIKE, NO LOCKOUT

The grievance procedure set forth herein provides the sole remedy for the settlement of grievances arising under this Agreement. Therefore, no employee or employees will take part in or cause or attempt to cause any strike against the Hospital, stoppage of work, or other similar action which could jeopardize the treatment and welfare of patients during the term of this Agreement. Any employee who engages in any of such prohibited conduct will be subject to discipline up to and including discharge.

The Union and the Staff Council agree that neither they nor any of their Representatives or members will authorize, participate in, or lend support to any of the conduct which is prohibited by this Article and agree that they will use their best efforts to prevent any of the prohibited conduct.

The efforts of the Union and the Staff council will include:

1. Publicly announce to the daily press that said strike, slow down or work stoppage is unauthorized, which announcement will be posted on the bulletin board and at the entrance to the Hospital within twenty-four (24) hours of any such activity.
2. Order those engaged in said strike or work stoppage to return to work within twenty-four (24) hours of any such activity.
3. Refrain from interfering with any disciplinary action for just cause which the Hospital may take against any employee who engaged in prohibited activity, except that the Union may represent such employee through the grievance procedure regarding any alleged violation of the Article.

Upon compliance with the above, the Hospital agrees to waive all rights of action against the Union which may lie in

the courts of the United States or the Courts of the State of Michigan.

The Hospital agrees that it will not lockout the employees included in the Bargaining Unit during the term of this Agreement.

**ARTICLE 8: ROLE OF THE NURSE**

The Hospital recognizes that the Nurses included in this Unit are responsible for direct and/or indirect nursing care of the patient assigned to them and that modern facility operations require that various auxiliary personnel and services are required to assist the Nurse in providing nursing care. To this end, both parties further agree to recognize responsibilities of the Licensed Practical Nurse and the Hospital within the scope of appropriate legal requirements. The Licensed Practical Nurse may perform certain assigned duties independent of direct supervision.

It is the policy of the Hospital, in order to provide high quality and efficient care to its patients, to have License Practical Nurses perform those duties which are generally recognized as appropriate for their education and training. Consistent with this, Licensed Practical Nurses will not regularly be required to perform non-nursing functions. However, LPN's may be required to perform non-LPN duties consistent with patient care or hospital needs.

## ARTICLE 9: PERFORMANCE EVALUATION

The Hospital's Employee Performance Evaluation Plan will apply to all members of the Union. The employee will be evaluated based on her/his level of accomplishment in meeting the performance expectations of the job as stipulated in the criteria based job description for Licensed Practical Nurses.

All employees will be evaluated prior to completing the Probationary Period described in Article 11, Section 3; again during the first year of employment, and at least every other year thereafter. The Hospital reserves the right to conduct evaluations in intervals other than stated above if it be in the best interest of the Hospital and the employee.

All evaluations will be in written form, signed by the evaluator and the employee. An employee may request and receive a copy of the evaluation after signing it. The employee signature will not imply agreement or disagreement with the evaluation. The employee may also submit his/her own comments in response to the evaluation which will be attached and become part of the employee evaluations.

The purpose of the evaluation is to promote a better understanding of the performance expectations, to communicate to the employee his/her level of performance in relation to Hospital standards and, when necessary, identify areas for improvement.

Any employee who does not meet the "Performance Expectations" on his/her evaluation may appeal such through the grievance procedure.

All performance evaluations become part of the employee's personnel record and are treated as confidential information.

#### **ARTICLE 10: MAINTENANCE OF DISCIPLINE**

The parties recognize and agree that behavior and professional conduct may, from time to time, require disciplinary action. Discipline of an LPN should be corrective, progressive and for just cause. All disciplinary action will be applied consistent with the Hospital's work rules. A nurse may elect to have a grievance representative present during such disciplinary proceedings, if s/he so requests.

Disciplinary reports must be in writing and state the grounds upon which the disciplinary action is based, including relevant facts. Written disciplinary reports will be shown to and discussed with the employee, except in cases which clearly warrant immediate suspension or discharge. The employee and the Union representative will each receive a copy of the written disciplinary report when it is discussed with the employee.

Verbal warnings and written warnings more than one (1) year old and suspensions more than eighteen (18) months old will not be used as the basis for assessing more severe discipline than would otherwise be assessed, except as provided in the Absenteeism and Tardiness policy.

In addition to suspension as a type of disciplinary action, an employee may be suspended in contemplated discharges or pending investigation of the employee's conduct giving rise to consideration of disciplinary action. Beginning immediately with notification of suspension, the employee will be considered off the payroll and no further time or earnings will accrue or accumulate. Should the employee be justifiably reinstated through the grievance procedure or through Administrative action, retroactive pay for all actually scheduled hours missed due to such suspension will be made. The Hospital may suspend an employee from work without pay, not to exceed two (2) weeks, as a means of disciplinary action.

An employee who is suspended, discharged, or otherwise required to leave the Hospital may consult privately with a grievance representative if the employee so requests. Upon notice of a suspension, the employee will immediately leave the work area and report directly to the Human Resources Department unless another location is specifically designated.

## ARTICLE 11: SENIORITY

Section 1. Seniority among nurses will be comprised of two (2) categories: (1) Hospital seniority, and (2) Bargaining Unit seniority.

Hospital Seniority is defined as the length of time an employee has been continuously employed by the Hospital in any capacity, i.e., since the last date of hire subject to the probationary period. Upon expiration of the probationary period, the seniority will be retroactive to said last date of hire. Hospital seniority will apply in the determination of amount of paid time off and other fringe benefits.

Bargaining Unit Seniority is defined as the length of time an employee has been employed by the Hospital as a nurse in this bargaining unit, after completion of the probation period. Upon completion of such probationary period, seniority will be retroactive to the date the nurse was most recently employed as a member of this bargaining unit. Bargaining Unit Seniority will apply to determine scheduling of vacation, layoffs and recalls and in determining placement on the schedule of wages. When two (2) or more nurses have the same seniority date, seniority order will be determined by the last four (4) digits of the nurse's social security number. The highest number will be most senior.

Section 2. Super Seniority. The Staff Council Chairperson will have super seniority and will head the seniority list for continued work as long as there is work available which s/he is capable of performing. The Hospital is not required to make work for an employee granted Super Seniority.

Section 3. Probationary Period. Candidates for licensure to practice in Michigan as Licensed Practical Nurses, who work in this Hospital under a temporary permit, will be deemed probationary for the first ninety (90) days of their employment, or until receipt of licensure, whichever occurs later. Graduate Practical Nurses who do not receive their license and no longer have a temporary permit will no longer be members of the Bargaining Unit.

New employees will be regarded as Probationary employees during the first ninety (90) days of their employment.

During this period the Hospital will determine the ability of a Probationary employee to perform the required work. The Hospital reserves the right to terminate Probationary employees without show of cause prior to the completion of the Probationary period.

The Hospital may, at the discretion of the Chief Operating Officer, require part-time employees to work full time during the orientation in the probation period. Upon completion of the Probationary Period, an employee will have their name entered on the Hospital's Seniority List according to the most recent date of hire.

Section 4.      Loss of Seniority. An employee will lose Hospital seniority, job seniority and employment with the Hospital for the following reasons:

- a. Termination.
- b. Discharge when the discharge is not reversed through the procedure set forth in this Agreement.
- c. Failure to return to work when recalled from layoff.
- d. Acceptance of other employment while on leave of absence.
- e. Failure to return to work from an approved leave of absence.
- f. If layoff reaches the same length as the employee's period of seniority or nine (9) months, whichever is shorter.

Section 5.      Staff Reduction Days. In the event it is necessary to reduce staffing on a short-term, temporary basis other than a layoff as described in this Article, the Hospital may assign nurses staff reduction days as may be appropriate. To simplify the staff reducing process, the voluntary staff reduction sign up list will be available when the schedule is posted and must be signed by the cut off dates for future schedule requests. Employees affected by staff reduction days will be determined as follows, provided that the remaining nurses are fully capable of performing the required duties effectively:

- a. Employees who volunteer on the staff reduction list
- b. Contingent Employees
- c. Temporary Employees

Should the above Staff Reductions be insufficient, the Hospital will further reduce the work force on a rotating basis in inverse order of seniority by date.

Staff reduction days will be assigned in increments of one (1) shift or less. Employees who receive a staff reduction may be placed on call for the balance of their scheduled shift at the option of the Nurse Manager.

When Staff Reduction Days are utilized, the Hospital will not, on a regular basis, displace an LPN with an employee from outside the Bargaining Unit unless it is necessary to do so for patient care reasons.

Staff reduction time will not affect an LPN's benefit status based on his/her regular bid hours (health and dental insurance, etc.) However, employees will not accrue paid time off benefits(i.e. accruals for PTO) during unpaid staff reduction time. Employees granted staff reduction time have the option to use PTO time if available.

Section 6.      Layoff

- a.      The word "layoff" means a reduction in the working force.
- b.      In the event it becomes necessary for a layoff, the Hospital will meet with the proper Union representatives prior to the effective date of layoff. At such meeting, the hospital will submit the number of hours needed to be reduced. The hospital and the union will then determine the layoff and recall procedure. (See d. below.)
- c.      Employees to be laid off will receive at least five (5) calendar days prior notice or pay in lieu of notice.
- d.      Employees chosen by the Hospital for layoff will come first from temporary employees and then probationary employees. The balance of employees targeted for layoff will be determined on the basis of bargaining unit seniority and employee skill and ability. In case of ties, the employee with least hospital seniority will be laid off first.
- e.      Hospital and bargaining unit seniority will not accumulate while an employee is on layoff.

Section 7:      Recall

- a.      In the event it is necessary to increase the number of positions following a layoff, employees are recalled to work in the reverse order of layoff, provided that in all cases the employees recalled are capable of performing all required duties. Employees who fail or refuse to return or respond within three (3) days of recall or fail to return to work within seven (7) days of recall are considered to have resigned. The Hospital shall confirm notification of recall to work by certified mail, return receipt requested mailed, to the address last provided in writing to the Hospital Human Resource Department. For purposes of Layoff & Recall, LPN seniority shall be used.

- b. Employees with Hospital seniority will retain the right to be recalled to positions for which they are qualified within a period not to exceed nine (9) months from the date of layoff.
- c. If an employee declines an offer of recall to a position with the same number of hours and equivalent pay rate to the position from which the employee was laid off, the employee will be considered as having resigned without proper notice. If an employee declines an offer of recall to other positions, the employee will be considered as having resigned with notice.

Section 8.      Seniority Lists. There will be one seniority list which includes all Licensed Practical Nurses in the Bargaining Unit. Seniority lists will be updated at least every six (6) months with copies going to the Union Chairperson and Michigan Council of Nurses and Health Care Professionals, Service Employees International Union - Local Union No. 79, AFL-CIO. Seniority lists will contain the employee's name, address and date of hire and will indicate both Hospital Seniority and LPN Seniority.

Section 9:      Nurses who are transferred from the Bargaining Unit to a position outside the Bargaining Unit will retain Bargaining Unit seniority for up to 60 days. The nurse does not accrue bargaining unit seniority when s/he is working in a position outside the bargaining unit.

During such 60 day period the nurse may return to the Bargaining Unit provided that it is mutually agreeable between the nurse and the Hospital to do so.

Return to the Bargaining Unit will be effected as follows:

1. The nurse will be assigned to an open position of the same status (either full-time or part-time) as the position last held by the nurse which the nurse is fully capable of performing.
2. If no such position is available, the nurse will bump the least senior nurse in a position of the same

status, as long as the returning nurse is fully capable of performing the work. If a same status position is not available to a full-time nurse, the nurse may choose to bump the least senior part-time nurse or go on layoff status.

If a returning part-time nurse cannot bump a less senior part-time nurse, the returning part-time nurse will be placed on layoff status.

## ARTICLE 12: REPRESENTATION

Section 1:        Grievance Committee - A grievance committee composed of three (3) members chosen by the Staff Council will represent the employees in the grievance procedure. If possible, one (1) member will be chosen from each shift. Alternates chosen by the Staff Council will serve in the absence of a committee member.

Section 2:        Grievance Representative - An authorized representative(s) of the Union may enter the Hospital for any proper business provided s/he has secured prior permission from the authorized Hospital representative(s). In requesting such permission, such representatives will designate the purpose of the visit. The Hospital will grant permission to the Union representative to visit the Hospital at a mutually agreeable time and date.

Employees will have the right to have a grievance representative present at any meeting with management in which a disciplinary matter is being investigated, if the employee so requests.

As available, the Hospital will provide a room to the Union representatives to meet with individual employees.

Section 3:        Special Conferences - Special conferences for important matters of general concern may be arranged between the Chairperson of the Union and the Vice President of Human Resources of the Hospital upon the request of either party. Such meetings will be between the Chairperson of the Union or a designee and such other representatives as may be determined and the Vice President of Human Resources of the Hospital or a designee and such other representatives as may be determined. Either party may authorize representation of their choosing to attend. Conferences will be arranged within ten (10) days of the request unless extended by mutual agreement.

Section 4:        Lost Time - Representatives of the Union will receive their base rate of pay including any premium if applicable for all necessary hours lost from their regular working time in order to participate in necessary grievance or discipline meetings between the Hospital and Union.

Section 5:      Negotiation Scheduling - If a member(s) of the Bargaining Committee is scheduled to work a second or third shift on the day of a negotiation session, such member(s) will be rescheduled to the first shift for that day provided the member(s) participates in said session.

**ARTICLE 13: GRIEVANCE PROCEDURE**

Section 1:        Statement of Purpose - The parties intend that the Grievance Procedure will serve as a means for the peaceful settlement of disputes concerning this Agreement.

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

The parties seek to secure, at the earliest time possible, equitable solutions to complaints or grievances. Both parties agree that proceedings under this Article will be kept as informal and confidential as may be appropriate.

Section 2:        Definitions - A "grievance" is a complaint alleging that there has been a violation of a provision of the Agreement which has been submitted within ten (10) days of the date of the occurrence of the event on which the grievance is based or within ten (10) days of the date the employee reasonably could have known of the event on which the grievance is based.

The term "days" in this Article will mean calendar days excluding Saturday, Sunday and holidays.

"Grievant" refers to the party filing the complaint who may be one (1) member, a group of members or the Union itself. However, when the Union files a grievance on behalf of a nurse, said nurse must be a co-signer to the grievance.

"Union representative" refers to a member of the Union having the authority to process grievances and/or outside representatives of the Union.

Specified time limits are to be considered as maximum but may be extended by mutual agreement. Any grievance not answered by the Hospital within the time limit will be considered advanced to the next step in the procedure. Failure

on the part of the grievant to meet a time limit will be deemed to be acceptance of the Hospital's last answer.

Section 3:        Step One - Initiating a Grievance - A nurse with a grievance will first discuss the matter with the appropriate Nurse Manager for possible resolution no later than ten (10) days from the date of the occurrence of the event upon which the grievance is based and no later than ten (10) days from the date the employee reasonably could have known of the event on which the grievance is based. The nurse will have the right to have a Union Representative present at such discussion if s/he so requests. The Nurse Manager will respond verbally, to the grievant, within five (5) days from the date the matter was first discussed with the grievant.

If the response of the Nurse Manager does not resolve the matter, the complaint may proceed to Step 2.

When the Union is the grievant, or if a disciplinary action involves time off or termination, the grievance will be initiated within 10 days at Step 2.

Section 4:        Step Two - Written Grievance - Any grievance remaining unresolved at the conclusion of Step One may be submitted in writing by the grievant to the Chief Operating Officer or designee within seven (7) days of the receipt of the response given under Step One.

The Chief Operating Officer or designee and representative and/or the grievant, will hold a meeting within seven (7) days of receipt of the written grievance. Outside representatives of the union may also attend this meeting. Other management people may attend this meeting if desired by the Chief Operating Officer or designee.

The purpose of the meeting will be to attempt resolution and to review the areas of disagreement.

The Chief Operating Officer will respond in writing to the Union Representative who signed the written grievance within seven (7) days of this meeting.

A grievance may be withdrawn by the grievant at any time. Once withdrawn the matter may not again become the subject of a grievance under this provision.

Section 5:        Step Three - Any grievance remaining unresolved at the conclusion of Step Two may be submitted in writing by the grievant to the Vice President of Human Resources or designee within seven (7) days of the receipt of the response given under Step Two.

The Vice President of Human Resources or designee and representative and/or the grievant, will hold a meeting within seven (7) days of receipt of the written grievance. Outside representatives of the union may also attend this meeting. Other management people may attend this meeting if desired by the Vice President of Human Resources or designee.

The purpose of the meeting will be to attempt resolution and to review the areas of disagreement.

The Vice President of Human Resources will respond in writing to the Union Representative who signed the written grievance within seven (7) days of this meeting.

Section 6:        Step Four - Arbitration - The Union will notify the Vice President of Human Resources or designee within seven (7) days of the Step Three response if it elects to refer the grievance to arbitration and will simultaneously provide the Hospital a copy of the Demand for Arbitration.

The Union and the Hospital will attempt to select an arbitrator by mutual agreement. If an arbitrator cannot be selected by mutual agreement, the Union will request an arbitration panel from the Federal Mediation and Conciliation Service (FMCS). The parties will follow the rules of the FMCS in the selection of the arbitrator. The procedures of FMCS will apply to Step Four grievances.

The Arbitrator will have no jurisdiction or authority to add to, subtract from, nullify, or modify any of the terms of this

Agreement. Any question or matter outside of this Agreement will not be the subject of arbitration.

The decision of the Arbitrator will be final and binding upon the parties when rendered upon a matter within the authority of the Arbitrator.

Unless it is mutually agreed to otherwise, each grievance will be handled as a separate hearing, except that grievances arising out of identical sets of facts or the same incidents may, by mutual agreement, be heard together.

The cost and expense of the Arbitrator as a result of the arbitration hearing will be borne equally by the parties. All other expenses incurred by either party will be paid by the party incurring such expenses.

## ARTICLE 14: WORK SCHEDULES

Section 1:        Pay Period - The hours of work will be scheduled during a fourteen (14) day pay period commencing at 7:00 AM (0700 Hours) on Sunday unless otherwise noted in writing.

Section 2:        Work Day - Work shifts generally consist of seven and one-half (7 ½) consecutive hours of work and a ½-hour lunch period in a twenty-four (24) hour period for full time employees.

Part time employees will not normally be scheduled to work less than four (4) hours in a twenty-four (24) hour period.

For purposes of this Agreement, there will be three (3) shifts: Day Shift, Afternoon Shift, and Night Shift.

### **Eliminated Definitions of Shifts.**

Should the Hospital wish to change the starting time of one or more positions, within a shift by more than thirty (30) minutes, the Hospital will adhere to the following procedure:

Solicit qualified volunteers capable of performing the required work in order of seniority on the affected shift.

If there are insufficient volunteers then assign qualified nurses capable of performing the required work in reverse order of seniority on the affected shift.

Provide at least fourteen (14) days notice prior to the effective date of such change in starting time.

Section 3:        Meal and Relief - When patient care permits, the Hospital will provide an unpaid thirty (30) minute

meal period and a paid fifteen (15) minute break period for employees scheduled to work at least seven and one-half (7 ½) hours a day. Employees working nine and one-half (9 1/2) and eleven and one-half (11 1/2) hour shifts will receive an additional paid fifteen minute rest period in the second half of the shift as patient care permits.

Section 4: Work Schedule - Schedules will be posted for a minimum of a two (2) week period. Such schedules will be posted at least ten (10) days in advance of the effective date of the schedule, but this will not restrict the Hospital in adjusting the schedule with less notice when service requirements of the Hospital necessitate a change. The Hospital will endeavor to give thirty-six (36) hours notice when a schedule change is necessary.

Section 5: No Guarantee of Hours - None of the provisions of this Article will be construed as a guarantee that any employee will work a minimum number of hours per day or minimum number of days per week.

Section 6: Weekend Schedule - The Hospital agrees to make a good faith effort to assign work schedules so that employees will have every other weekend off subject to the personnel and patient service requirements of the Hospital.

Section 7: Shift Rotation - The Hospital will not establish a program for regular shift rotation. However, the Hospital maintains the right to reassign LPNs from one (1) shift to another on a temporary basis. Prior to making such temporary assignments, qualified volunteers will be solicited. If volunteers do not fulfill the personnel requirements, qualified LPN's will be assigned in inverse order of seniority by date. Rotation will be for a period not to exceed two (2) weeks unless otherwise mutually agreed between the LPN and the Chief Operating Officer. At the conclusion of the rotation, the LPN will return to his/her regular bid position. No seniority LPN will be rotated if a lower seniority LPN on the shift who is qualified has not yet been rotated. Whenever shift rotation becomes necessary, the Hospital agrees to make every effort to eliminate the need for shift rotation as soon as possible.

Section 8: Relief Replacement - An employee may make a change in his/her work schedule provided s/he obtains his/her own relief for the desired time off. The employee who seeks such relief will not receive wages, but must use

his/her benefit time for that unworked day. In addition, the following requirements must be met:

1. There must be twenty-four (24) hours notice except for requests for Sunday or Monday; they must be made on the preceding Friday prior to 4:00 pm. The above notice may be waived at the manager's discretion.
2. The schedule change must be approved by the Nurse Manager or his/her designee.
3. Schedule changes may be made only with persons of equivalent skill.
4. Schedule changes may not involve overtime for either party.
5. Schedule changes involving unpaid time off (i.e. schedule changes which merely involve the exchange of a day off with another employee) may be made without limitation provided the above stipulations are met.

Section 9. Additional Work Opportunities: The parties to this Agreement recognize that Hospital census of patients is variable and subject to circumstances which make prediction difficult. Thus, nurses are requested to volunteer for work assignments above bid days.

In order to facilitate the identification of those who wish to volunteer for work assignments above bid days, the Hospital will maintain a list of such nurses. Following the posting of a new work schedule, nurses interested in working above their bid work days may sign up (by cut off dates for future schedule requests) on the "LPN Additional Work Opportunities" work sheet in the Nursing Office.

When additional work opportunities are available, the hospital will solicit LPNs, who are able to meet the skill and ability level requirements for a particular work schedule vacancy, in the following manner:

1. The LPN (on the sign up list) who has the most seniority and if the additional work opportunity does not result

in overtime.

2. From Contingent, or Part-time LPN's not signed up on the list.
3. LPNs signed up on the Additional Work Opportunity list beginning with most senior person where additional work opportunities does involve overtime.
4. From remaining overtime LPN's not signed up on Additional Work Opportunity list.
5. After steps one (1) through four (4) have been exhausted, the hospital may assign LPN's additional hours on a mandatory basis. Such assignments as extension of the shift will be to nurses capable of performing the required work. Assignments will be made in inverse order of seniority, on a rotating basis, by the date of the last mandatory assignment, on a shift-wide basis. The employee will not work more than sixteen (16) consecutive hours commencing at the start of the employee's shift. The work period will cease as soon as relief is available. Beginning January 1, 1998--employees who have been mandatoried, for any part of a shift, for a total of nine (9) times during a calendar year, beginning January 1 through December 31, will result in exemption from the mandatory rotation unless they are the only available/qualified employee. It is the employees responsibility to verify with the nursing office once their nine (9) mandatories have occurred.
6. Once a volunteering employee agrees to work on a particular date, that employee will then be considered "scheduled" and subject to the Hospital's Attendance & Tardiness Policy and contractual Agreements.
7. In the event it is necessary to reduce staffing on a short term basis, the employee volunteering to work over their bid days will be contacted first to ask if they want to be taken off the schedule. However, the "scheduled" LPN will be under no obligation to be taken off the schedule. The Hospital will then deploy the staff reduction process as outlined in this Agreement under Article 11, Section 5.

Section 10: Mandatory Exemption for "Extra Day". Any LPN who is working an "extra" day will be exempt from mandatory overtime assignment on such day. An "extra" day will be defined as an additional day of work for which the LPN volunteers after the work schedule is printed and distributed.

Section 11: Eleven and One-half (11 1/2) Hour Work Days - The Hospital may incorporate eleven and one-half

(11 1/2) hour shifts in addition to seven and one-half (7 1/2) hour shifts. Such decision will be made at the discretion of the Hospital, which will also retain the right to discontinue any or all eleven and one-half (11 1/2) hour shifts with a two-week calendar notice to affected nurses. The Hospital may require an employee to work one (1) seven and one-half (7 1/2) hour shift in addition to the eleven and one-half (11 1/2) hour shifts. The Hospital may trial positions. At the expiration of the trial period, the Hospital may either return to the original schedule or post the eleven and one-half (11 1/2) hour shifts on a regular basis.

Nurses working eleven and one-half (11 1/2) hour work schedules will be on the forty (40) hour-per-week overtime schedule. The workweek may begin at a time other than each Sunday at 7:00 a.m.

Paid vacation, sick, and bereavement days (PTO) will be charged at the rate of eleven and one-half (11 1/2) hours for each day absent from the eleven and one-half (11 1/2) hour schedule. Paid vacation, sick and bereavement days (PTO) will be charged at the rate of seven and one-half (7 1/2) hours for each day absent from a seven and one-half (7 1/2) hour shift (if the employee is assigned the additional seven and one-half (7 1/2) hour shift).

Holiday pay (PTO) will be paid at the rate of seven and one-half (7 1/2) hours in accordance with the applicable section. Holiday pay will be given for those nurses whose shift begins at any time between 2300 on the eve of the holiday to 2259 the day of the holiday. Holiday rotations will be assigned by the Nursing Office. The employee's schedule may be affected by the holiday assignment.

When patient care permits, the Hospital will provide one (1) unpaid thirty (30) minute meal period and two (2) paid fifteen (15) minute break periods for nurses scheduled to work eleven and one-half (11 1/2) hour shifts.

Nurses working eleven and one-half (11 1/2) hour or a combination of eleven and one-half (11 1/2) hour shifts and a seven and one-half (7 1/2) hour shift will be classified as full-time if they have bid hours of seventy (70) or more in a two (2) week pay period. Part-time will be classified as regular bid hours of less than seventy (70) per two (2) week

pay period.

When additional working hours have been mandated as an extension of shift, the work period shall cease as soon as a relief employee begins working. In any event, such additional work hours shall not exceed four (4) hours for eleven and one-half (11 1/2) hour nurses unless the Hospital has declared an emergency situation.

**ARTICLE 15: OVERTIME**

Section 1:        40 Hours Per Week - Employees who are classified in 40-hour-per-work-week positions will be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all time worked in excess of 40 hours during the work week.

Section 2:        8 Hours Per Day/80 Hours Per Pay period - Employees who are classified in 8/80 positions will be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all time worked in excess of 8 hours in a day and for all time worked in excess of 80 hours in a two-week pay period provided the time worked in excess of 80 hours in a two-week pay period was not paid as overtime under the eight hour per day provision. Irrespective of Section 3, employees will be paid at the rate of one and one-half (1 ½) times the employees regular rate of pay for consecutive hours worked in excess of eight (8) in a day.

Section 3:        Workday - The workday is a period of 24 consecutive hours beginning at 7:00 a.m. each morning and ending at 6:59 a.m. the following day regardless of the time an employee is required to report to or begin work.

Section 4:        Workweek - The workweek is a period of seven consecutive days beginning each Sunday at 7:00 a.m. (0700 hours) and ending at 6:59 a.m. (0659 hours) the following Sunday unless changed by written agreement.

Section 5:        No pyramiding of overtime compensation - There will be no pyramiding or duplication of compensation by reason of daily, weekly or other overtime.

## ARTICLE 16: JOB POSTING

Within twenty-one (21) days of the Hospital's determination that there is a need to fill an opening within the Bargaining Unit, the Hospital will post a notice of the open position for a period of seven (7) days indicating hours of work, shift, and qualifications and unit if applicable. To apply for the posted position, an employee must complete a bid form prior to the posting expiration date. The Hospital will consider the employees' LPN seniority, work record and experience as an LPN in arriving at a meritorious award of the posted position.

If the Hospital determines that an LPN is not able to perform satisfactorily in the new job within 30 days after beginning the new job, the LPN may be removed from the job. In such situations, the LPN will be advised in writing of the reasons for the Hospital's decision. An LPN removed from a new position as described above or an LPN who withdraws from a job will be returned to her former position, if available, and if not available, to an open position for which s/he is qualified. If there are no such positions, the LPN will be placed on lay off status under Article 11, Section 6. An employee who disqualifies him/herself from a position s/he was awarded may not bid on another job for six (6) months.

If there are qualified bidders, the position will be awarded within twenty-one (21) days after the posting period has expired. The employee will be transferred into the position within twenty-one (21) days of acceptance of the position, unless it is not possible to do so.

**ARTICLE 17: ORIENTATION**

The Hospital and Union jointly recognize the need for an orientation program for new and current employees sufficient to impart the necessary skills and experience to safely perform assigned Nursing duties. The Union agrees to cooperate fully with the Hospital orientation program for LPNs. Orientation will be assigned by the Hospital Management and may include co-assigned work under the direction of a qualified health professional. LPNs will be assigned duties which are consistent within the scope of their education and training, work experience, and orientation. An LPN who is assigned an orientee will not be given a higher patient load because of the fact that the orientee is assigned to the LPN. As the orientation progresses and the orientee becomes more independent, the team leader has the discretion to assign a larger patient load.

## ARTICLE 18: INSERVICE

The following policy will apply to inservice training for LPNs:

1. When the Hospital schedules inservice training for LPNs at which attendance is mandatory, LPNs will be compensated for time spent in the inservice meeting.
2. When the Hospital schedules inservice training appropriate for LPNs at which attendance is optional, LPNs may attend on their own time.

## **ARTICLE 19: CONTINUING EDUCATION**

All Licensed Practical Nurses will be eligible for continuing education leave in their field of nursing. Attendance may be at the Nurse Manager's request or the nurse's discretion to apply for said hours. The nurse must apply for approval of the Nurse Manager at least ten (10) days prior to the registration date of the program.

The Hospital will encourage professional meetings sponsored and co-sponsored by MLPNA or other professional associations or institutions where attendance will benefit a nurse in the professional nursing capacity.

The Nurses' Staff Council may periodically make recommendations to the Nurse Manager regarding meetings where attendance by nurses is desirable and may submit the names of persons who might attend.

With prior approval by the Hospital, Licensed Practical Nurses may be given time off without loss of pay to attend such educational meetings and may also be reimbursed for mileage and/or registration fees and/or lodging and other directly related out-of-pocket expenses in accordance with hospital policy. It is the LPN's responsibility to notify the nurse manager as soon as possible if they are unable to attend as planned.

## **ARTICLE 20: TUITION REIMBURSEMENT**

All nurses will be eligible for up to five hundred dollars (\$500.00) in tuition reimbursement per calendar year for courses which could lead to an R.N. or B.S.N. degree.

To be eligible, the nurse must have completed one (1) year of continuous employment with the Hospital with regular bid days and maintain the employment relationship until course completion.

Written approval must be received from the Nurse Manager and the Vice President of Human Resources prior to or within two (2) weeks of starting the course.

Receipts, with proof of successful completion of the course, must be submitted to the Vice President of Human Resources within thirty (30) days of completion of the course.

Once having received a reimbursement, the nurse must continue in regular employment for a minimum period of twelve (12) months. Failure to continue regular employment for twelve months will necessitate that the nurse repay the Hospital the total amount of the reimbursement and the Hospital may withhold such repayment from the employee's final paycheck and/or pay off of unused paid time off.

## ARTICLE 21: MEDICAL PURCHASES

Section 1:        Prescription Purchase Coverage. The Hospital agrees to provide prescription coverage through the Hospital pharmacy. Legend drugs included in the Hospital's formulary will be covered with a \$5.00 co-pay for up to thirty (30) day supply. Refills may not be obtained within twenty-five (25) days of the last filling.

The Hospital's formulary is updated regularly as drugs are added or deleted by action of the Hospital's medical staff.

The maximum total cost prescriptions that may be filled under this benefit is \$500 per person covered with a maximum of \$1,000 per family per calendar year (at Hospital acquisition cost of prescribed items). After the maximum benefit is reached, prescriptions will be filled at cost plus ten percent (10%).

Legend drugs not included in the Hospital's formulary may be obtained at 10 percent (10%) above cost through the usual pharmacy ordering process provided the amount obtained is equal to or less than the amount specified on the prescription. Medications obtained at cost plus ten percent (10%) are not limited to a month's supply.

**ARTICLE 22: INSURANCE**

**Section 1:**      **Health Insurance** - The Hospital agrees to provide comprehensive major medical health insurance coverage, comparable to the existing coverage, to employees in the bargaining unit as follows:

(Rates as of 6/98)

**EMPLOYEE MONTHLY PREMIUM CONTRIBUTIONS**

<u>COVERAGE</u>	<u>FULL TIME</u>	<u>REGULAR PT = /&gt;18 HOURS PER WEEK</u>	<u>REGULAR PT &lt;18 HOURS PER WEEK</u>
Employee Only	\$15.15	\$15.15	100%
Employee + Spouse	\$42.45	100%*	100%
Employee + Family	\$53.17	100%*	100%

\*100% of the incremental premium for coverage beyond the employee only.

<u>Deductible</u>	<u>Co-Pay</u>	<u>Stop Loss</u>
\$250/500    Individual/Family	20%	\$1,250/\$1,500    Individual/Family

The Hospital agrees to waive the deductibles and co-payments for covered services provided by Gratiot Community Hospital. Waived fees will not be applied to the individual stop loss. The Hospital agrees to provide policy riders to cover pap smears and voluntary sterilizations.

Employees covered under the health insurance program, including those with employee only coverage, will be responsible for fifty percent (50%) of any premium increases levied by the carrier for the first contract year only. Employees who do not pay the increase in premiums will be deemed to have opted out of the health insurance program.

In addition to the current coverage, the hospital has the option to offer alternative health-care coverages, i.e., HMO/PPO, during the life of this agreement. The union will be provided with a summary document at least 30 days in advance of the

date offered. The employer will meet and confer, for information purposes only, within this 30 day period, if requested by the union.

The parties agree to reopen this contract for the sole purpose of negotiating with respect to Article 22, Section 1, Insurance. Either party may initiate negotiations on Article 22, Section 1, by informing the other party in writing of its desire to negotiate with at least 30 days advance notice.

If negotiations are requested by either party, both parties will meet and confer in good faith with the intent of reaching an agreement to Article 22, Section 1. All other provisions of the contract remain in effect for the term of the contract and without regard to any subsequent negotiation on Article 22.

Section 2:        Liability Coverage - The Hospital will continue its professional liability coverage for members of the bargaining unit in the discharge of their duties as LPN's through its professional liability insurance program.

Section 3:        Life Insurance - The Hospital will pay the full premium for a Ten Thousand Dollar (\$10,000.00) term life insurance policy for all Licensed Practical Nurses classified as regular full or part time employees, who have completed six months of employment. This benefit will take effect the first month following six months of employment.

Section 4:        Dental Program - The Hospital agrees to maintain the current dental insurance coverage for all regular full time and regular part time nurses and to their legal spouses and dependent children. Details of the plan may be obtained through Human Resources.

Employees covered under the dental insurance program will be responsible for 50% of any premium increases levied by the carrier after the effective date of this agreement. Employees who do not pay the increase in premiums will be deemed to have opted out of the dental program.

**ARTICLE 23: PAID TIME OFF**

**Section 1:**      **PTO Accrual** - All employees earn a portion of an hour of PTO for each hour they are paid (excluding On-Call and Sick and Accident Pay hours) at the following schedule:

<u>CONTINUOUS SERVICE REQUIRED</u>	<u>PTO ACCRUAL</u>
Hire but less than 3 years	*.08077 per hour
3 years but less than 5 years	.08462 per hour
5 years but less than 10 years	.09615 per hour
10 years but less than 15 years	.10769 per hour
15 years but less than 20 years	.11538 per hour
20 years or more	.12308 per hour

\* If employment terminates prior to the successful completion of the probationary period the LPN forfeits the right to any payout of PTO time.

**Section 2:**      **Scheduling PTO** -

Advanced request periods will be established. The actual dates of the periods will coincide with the schedule posting dates closest to the following dates:

<u>Advance Request Period</u>	<u>Months in Which Vacation is Granted</u>
Through December 15	May, June, July and August
Through April 15	September, October, November, December
Through August 15	January, February, March, April

Requests submitted during these periods will be granted in order of Bargaining Unit seniority. Decisions will be made available one week following the end of the request period. One Vacation request per unit will be granted for any given day of these periods. The Chief Operating Officer or Nurse Manager may use discretion to grant more than one vacation request

on a unit for any given day of these periods.

The week between Christmas and New Years and the week following New Years will be exempt periods but the Chief Operating Officer or Nurse Manager may use discretion to grant vacation requests during these periods.

Days may be exempted from this provision in the event that a leave of absence for the vacation period requested is scheduled or reasonably known to be occurring.

2. Any vacation requests submitted after the advanced request date will be granted in the order of requests received. Notification will be given as soon as possible, but no later than 30 days prior to the first vacation day request. Any requests made after the schedule is posted will be granted in order of request received. All requests must be submitted by 10 a.m. on the Thursday preceding the time schedule posting in which the vacation requests fall.

3. The employee may request to take his/her vacation time during his/her scheduled weekend of work. The nurse may request vacation a maximum of two scheduled weekends of work each year. For the purpose of scheduling, the day and afternoon shift weekends are Saturday and Sunday and the night shift weekends are Friday and Saturday.

4. If after a vacation has been scheduled but before it is taken, an employee takes a leave of absence, the Hospital may require that the vacation be rescheduled. The Hospital will request rescheduling at least twenty one (21) days before the vacation is scheduled to begin, if possible.

Section 3:      Holidays - Employees draw one day of PTO for the following Holidays when scheduled off:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Full time and part time employees who receive PTO and work on a hospital-recognized holiday, as provided in this Article, will be a paid one and one-half (1 ½) times the applicable rate for all hours worked and do not draw any accrued time from their PTO banks. All holidays will begin with the shifts beginning between the hours of 11:00 P.M. the day preceding the holiday and end with the shift beginning at 11:00 P.M. the day of the holiday.

The Union hereby agrees that it will encourage nurses to avoid requesting vacation days on those days surrounding Christmas and New Year's.

Since holiday scheduling takes precedence over weekend scheduling, those nurses not scheduled to work on said holiday weekends will thereby be required to work one (1) of the two (2) weekend days.

## ARTICLE 24: SICKNESS AND ACCIDENT INSURANCE

The Hospital will provide Sickness and Accident benefits for all regular LPN's actively at work. Such benefits apply only to absences due to qualifying illness or injury.

All Nurses classified as regular employees through April, 1993, who have completed one thousand forty (1,040) paid hours, and those employees classified regular employees after April, 1993, who have completed nine hundred seventy five (975) paid hours are eligible for Sickness and Accident coverage. On Call Hours and Sick and Accident Hours will not be used or counted toward the Sickness and Accident benefit.

Benefits will be payable commencing on the thirty-first (31st) day following commencement of absence, and will continue for the duration of the covered absence, but not to exceed the maximum period specified below, at the applicable benefit rate.

The amount of the bi-weekly benefit will correspond to the average gross pay of the Nurse's pay per pay period in the last six (6) complete pay periods immediately preceding the commencement of absence, disregarding both the pay period containing the highest gross pay and the pay period containing the lowest gross pay. The benefit will be sixty per cent (60%) of the average bi-weekly gross pay to a maximum of \$400 through the 26th week of an absence.

In no event will a nurse receive sickness and accident benefits for an absence of more than 26 weeks whether covered by PTO, or Sickness and Accident Insurance, or a combination thereof.

Sickness and Accident benefits will be payable only in the event of absence due to illness or injury of the Nurse which is not compensable under Workers' Compensation Law.

Eligibility for benefits and for continuation of benefits as well as eligibility to return to work following receipt of benefits

will be subject to medical approval. In the event a dispute arises concerning the recommendations of the Nurse's personal physician and the Hospital physician, then an impartial third opinion will be sought by a physician agreeable to both parties, who has no direct relationship with the Hospital or employee. The opinion of this physician will be binding on both parties.

Periods of time for which an employee receives Sickness and Accident benefits will be deemed to be Medical Leave of Absence.

Details of the Sickness and Accident benefits are available in the summary plan description.

## ARTICLE 25: UNPAID LEAVES OF ABSENCE

Section 1:        Definition - An Unpaid Leave of Absence (ULOA) is defined as a formally approved period of time off without pay through Hospital payroll for more than two weeks. A ULOA will not exceed twelve months from the last active date of work except Military Leaves and Worker's Compensation Leaves and except as noted elsewhere. Seniority and benefits do not accrue while an LPN is on an unpaid leave of absence, except as required by state or federal law.

Section 2:        Eligibility - A ULOA may be granted to a full-time or regular part-time employee who has successfully completed the initial probationary period and who has been actively and continuously employed for six months, except for leaves for military service (as prescribed by Federal statutes) or for disabilities which have entitled an employee to Worker's Compensation benefits. An employee may be denied a ULOA (except military or worker's compensation) due to departmental operational needs, unsatisfactory job performance, receipt of a disciplinary action at the suspension level within ninety (90) days of the application for the unpaid leave, or if the employee has been granted one other unpaid leave during the preceding twelve months.

Section 3:        Procedure - An employee wishing to be granted a ULOA must complete and submit the required documents at least one month in advance of the beginning of the unpaid leave, unless it is not possible to do so. The application is submitted to the employee's immediate supervisor for processing. The approvals of the Nurse Manager, the Chief Operating Officer, and Vice President of Human Resources are required before an unpaid leave is considered authorized. Except in unusual circumstances, an application for an unpaid leave must be submitted before the start of the unpaid leave. An approval or a denial of an application for an unpaid leave will be communicated to the employee in writing.

Section 4:        Extension - An application for an extension of a ULOA must be in writing and must receive the approval of the Nurse Manager, Chief Operating Officer, and Vice President of Human Resources before being authorized. An extension request must be submitted at least fourteen (14) calendar days prior to the end of the unpaid leave. Extensions will not normally exceed thirty (30) calendar days and in no event will an extension be approved if the total unpaid leave of absence period would

exceed one year. An approval or denial of an application for an extension will be communicated to the employee in writing.

Section 5: Impact on PTO Time

Must use accrued PTO prior to unpaid leave

Medical Leave (except WC)  
Personal Leave covered under the Family Leave Act  
Child Care/Family Leave

Not required to use PTO time prior to unpaid leave

Personal Leave not covered by FMLA  
Education Leave  
Military Service Leave  
Bereavement Leave  
Union Leave

Section 6: Position upon return - If an employee returns to work from any absence whether paid or unpaid within ninety (90) days of the first day of the absence, the employee will be returned to his/her former position. If the employee returns after ninety (90) days, he/she will be returned to his/her former position if available or to a comparable position, if available. If no such positions are available, the employee will be placed on layoff status under Article 11, Section 6.

Section 7: Reasons for Unpaid Leaves of Absences

a. Extended Medical Leave - Approval will be granted if acceptable evidence of the extended nature of the disability (i.e. a physician's statement) is properly submitted. The period of actual disability varies from person to person, and will be determined based on written physician's recommendations.

The employee shall furnish such medical evidence from time to time as is reasonably requested by the Hospital. Failure to furnish such medical evidence will result in the termination of the employee's employment. Before an employee on an unpaid medical leave may return to work, the employee must present a doctor's certificate stating that the employee is physically able to return to the employee's regular job and fully perform its duties and responsibilities. All such certifications or other reports from the treating physician will be subject to acceptance by the physician chosen by the Hospital. The Hospital reserves the right to have an employee examined by a physician selected by the Hospital in connection with an unpaid medical or disability leave which has been or may be granted. In the event a dispute arises between the employee's personal physician and the physician selected

by the Hospital, an impartial third opinion will be sought by a physician agreeable to both parties who has no direct relationship with the Hospital or employee. The opinion of this physician shall be binding on both parties.

b. Personal Leave - An eligible employee may be granted a personal unpaid leave of absence at the discretion of the Hospital. Requests for personal unpaid leaves must be filed thirty (30) days in advance except in emergency circumstances. A personal ULOA will not be approved for a period in excess of thirty (30) days. However, employees may request a thirty (30) day extension prior to the end of their approved personal unpaid leave.

c. Education Leave - An employee may apply for an unpaid educational leave if the employee personally enrolls in an accredited secondary school, college, or university as a full-time student (twelve credit hours or more).

d. Military Service Leave - A nurse who serves in the military service of the United States of America, including the Reserves and National Guard, shall receive all the benefits due them in accordance with the applicable Federal and State statutes.

e. Child Care Leave - As covered under the Family and Medical Leave Act.

f. Bereavement Leave - Up to fourteen (14) work days for death of spouse, child or parent. This unpaid leave shall commence immediately following the paid benefit provided in this contract.

g. Union Leave - Members of the Union elected to Union positions which take them from their employment with the Hospital shall, at the written request of the Union, receive an unpaid leave of absence not to exceed one year or term of office, whichever may be shorter.

Members of the Union selected or elected to attend a function of the Union, such as conventions or educational conferences, will be allowed time off without pay to attend such functions, provided reasonable notice is given and the personnel requirements of the Hospital can be met. Leave is subject to approval of the employee's manager and the Vice President of Human Resources.

Section 8:        Multiple Leave Requests - If more than one such unpaid leave is desired per year, such additional unpaid leaves will be granted at the discretion of the Chief Operating Officer.

Section 9:        Family and Medical Leave Act - Notwithstanding anything herein, effective February 5, 1994, the rights of employees and the Hospital regarding family or medical leave will be governed by the Family and Medical Leave Act.

Eligible employees who have completed at least twelve months of service and have worked 1,250 hours or more during the preceding twelve (12) months are eligible to take a medical leave of absence under the federal Family and Medical Leave Act (FMLA). Eligible employees may take up to twelve (12) weeks of leave for the birth or an adoption of a child, the placement of a foster child, the physical or psychological care for a seriously ill parent, spouse, child or the care of your own serious physical or psychological condition (as defined by the Act) in a rolling twelve month period. At the end of a FMLA leave, the employee will be returned to the same position, with equivalent pay, benefits and other employment terms and conditions. Benefits that operate on an accumulation basis (such as paid time off) on actual hours worked will not accumulate during an FMLA leave, nor will the employee be entitled to paid holidays or *pyramiding of benefits* during the leave. Employees and the Hospital are entitled to all rights governed by the Family and Medical Leave Act.

Accrued PTO must be used during this time period beginning on the first day of the leave of absence through thirty (30) days. Commencing on the 31st day, employees may be entitled to Sickness and Accident benefits as defined per the contract.

Employees continue to be financially responsible for any employee benefits which require co-pays or deductibles as if the employee were still working.

## ARTICLE 26: PAID LEAVES OF ABSENCE

Section 1:        Bereavement Leave - Bereavement leave of absence, paid at base rate of pay, will be granted for up to three (3) scheduled work days for the death of a member of a full time employee's immediate family. For purposes of this section, the immediate family will be defined as spouse, child, father, mother, step parent, and step child. Bereavement leave of absence, paid at the base rate of pay, will be granted for up to two (2) scheduled work days for the death of a member of a full time employee's less immediate family. For purposes of this section, the less immediate family will be defined as grandmother, grandfather, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, grandmother-in-law, father-in-law, grandfather-in-law, son-in-law, daughter-in-law.

Bereavement leave of absence, paid at base rate of pay, will be granted for up to two (2) scheduled work days for the death of a member of a part time employee's immediate family (for the relationship listed above) and up to one (1) scheduled work day for the death of a member of a part time employee's less immediate family (from the relationship listed above).

Employees are eligible to use their bereavement leave within a period not to exceed five (5) calendar days. These five (5) calendar days begin with the date of death. Employees will be granted bereavement pay (as described above) only for the actual number of scheduled work days not worked.

Employees are to submit an Absence Request Form for bereavement pay and must indicate on the form the relationship of the deceased, date of death, and date of the funeral.

Section 2:        Jury Duty - An employee who is summoned and reports for jury duty as described by law will be paid the difference between the jury duty fee which is received for such services and the employee's then current base rate which would have been received for scheduled working time actually lost due to such jury duty.

The Hospital will require proof of such service rendered to the court and the amount of compensation received from the court.

If excused from jury duty, the employee will be expected to report for work if they can give at least two (2) hours working service. Failure to return to work will result in loss of pay for the time involved.

Afternoon and night shift nurses who are summoned and report for jury duty will be re-scheduled to the day shift for the duration of said jury duty.

ARTICLE 27: WAGES

Section 1: Classification and Rates

	<u>Hire</u>	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>	<u>6 years</u>
May 03, 1998	11.27	11.61	11.97	12.34	12.72	13.12	13.52	14.28
May 03, 1999*	11.39	11.74	12.10	12.48	12.86	13.26	13.67	14.79
May 03, 2000*	11.51	11.86	12.22	12.61	12.99	13.39	13.81	15.31

\*These rates will be implemented at the beginning of the first full pay period following the specified date.

Section 2: Experience Credit

a. GCH Continuous Experience Credit - When a Licensed Practical Nurse has been continuously employed on a full time basis at GCH, s/he will receive the applicable rate according to seniority. Licensed Practical Nurses who have worked continuously at GCH, but not always on a full time basis, will receive the appropriate rate according to the number of hours worked where two thousand eighty (2,080) hours will equal one (1) year of service through April, 1993. Thereafter, one thousand nine-hundred and fifty (1,950) hours will be considered to be equal to one (1) year of service.

The effective date for all rate changes will be the first full pay period subsequent to the satisfaction of requirements stated above.

b. Past Experience Credit - Nurses who are new hires may qualify for past service experience credit as

determined by GCH commensurate with their experience.

The LPN will receive an increase at six (6) months only if s/he begins at the start rate of the wage scale upon hire. Thereafter, increases will be upon completion of one thousand nine hundred and fifty (1950) hours which will be considered equal to one (1) year of service.

Section 3: Weekend Differential - Licensed Practical Nurses will receive, in addition to their base rate of pay, fifty cents (50¢) per hour for all hours worked from 11:00 PM (2300 Hours) on Friday until 11:00 PM (2300 Hours) on Sunday.

Section 4: Shift Differential - Licensed Practical Nurses will receive fifty cents (\$.50) per hour shift differential for all hours worked between 3:00 p.m. and 6:59 a.m.

Section 5: Report In - Any employee who reports for a scheduled shift and is sent home for lack of work prior to completing two (2) hours work, will received two (2) hours pay. However, if an employee refuses an assignment of work, there will be no minimum pay provided.

Section 6: On-Call and Call Back Pay - When a nurse is placed on call, the nurse will receive one dollar twenty five cents (\$1.25) for each hour of on call duty. If the nurse is called and reports for duty, the nurse will receive one and one-half (1½) times the base rate of pay for all hours worked, plus any appropriate shift differential or weekend amount. Nurses called in to work will receive a minimum of two (2) hours pay for each call in.

Section 7: Charge Premium - Licensed Practical Nurses assigned by the Nursing Office to be in charge of a Nursing Unit shall receive, in addition to their base rate plus the shift premium, if applicable, one dollar (\$1.00) per hour for all hours working in such charge position.

**ARTICLE 28: RETIREMENT PROGRAM**

Section 1: Defined Contribution - After an LPN has been employed by the Hospital for two (2) consecutive years, the Hospital will contribute a percentage of the nurse's W-2 earnings into the Hospital's defined contribution pension plan for that year and every year thereafter, based on the following schedule:

May 3, 1998 - May 2, 1999	1.5%
May 3, 1999 - May 2, 2000	1.5%
May 3, 2000 - May 2, 2001	1.5%

Section 2: Employee Contributions - LPNs may elect to make voluntary payroll contributions to the Hospital's defined contribution plan.

Section 3: Employee Contribution Match - The Hospital will match, dollar for dollar, the amount contributed by LPNs on their own behalf up to one half of one percent (.5%) of the W-2 earnings for the previous year, beginning on April 27, 1997. Those employee contributions considered toward the one half of one percent (.5%), will be from the previous calendar year.

Section 4: Timing of Contribution - The Hospital will use the W-2 form distributed prior to the anniversary date and will make such contributions immediately upon completion of the nurse's anniversary year. The Hospital will not contribute more than two percent (2%) in any year.

Section 5: In the future, the Hospital will require employees to contribute to the Hospital sponsored defined contribution pension plan only. The Hospital will give employees a sixty (60) day notice prior to the implementation of this process.

## ARTICLE 29: MISCELLANEOUS

Section 1: Bulletin Boards - The Hospital will make available a designated bulletin board to the Staff Council for purposes of announcing matters of Staff Council and Nursing interest. Other information may be posted after mutual agreement.

Section 2: Paychecks

a. Paycheck Distribution

Paychecks will be available on the designated payday, which normally is every second Friday, from 7:00 a.m. to 4:00 p.m. and until 3:00 p.m. the Monday following payday. Thereafter, paychecks will be mailed to the employee's most recent address on file.

Paychecks will be given to a person other than the employee upon the written direction of the employee.

b. Payroll Errors

Payroll errors in the net amount of \$25 or more will be corrected by providing a special payroll check in the amount of the payroll errors. Payroll errors less than \$25 will be adjusted on the next pay period paycheck.

c. Payroll Advances

Payroll advances must be approved by a Vice President and will be granted only in emergency cases.

Section 3: ADA - The Hospital and the Union agree to recognize and comply with the Americans with Disabilities Act.

Section 4: Termination of Employment - At least two (2) weeks written notice of resignation of employment will be given by License Practical Nurses. A nurse who has provided written notice will be expected to work a regular schedule for the duration of the notice provided that the nurse is not at that time on sick leave or other leave. Failure

to do so may result, at the Hospital's discretion, in the loss of payment for accrued vacation.

Section 5:        Non-Discrimination - The Hospital and the Union mutually agree not to discriminate against any employee because of membership in the Union, or because of race, age, creed, color, sex, religion, national origin, handicap or disability.

Section 6:        Gender - References to the masculine gender may refer to the feminine gender, or vice versa.

Section 7:        Captions - The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 8:        Negotiation for Invalid Provisions - If any Article, Section, or Provision of the Agreement should be held invalid by operation of law, the remainder of this Agreement will not be affected thereby and the parties will enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, or Provision held invalid.

Section 9:        Agreement Provision Subject To Law - This Agreement is subject to the Constitutions and Laws of the United States and the State of Michigan. To the extent that any Article, Section or Provision of this Agreement conflicts with the provisions of any law, they will be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law, or court decision, State or Federal, now in effect or passed in the future.

Section 10:       Agreement Provision Costs - The Hospital agrees to share with the Union the cost of providing a copy of this contract to each bargaining unit member during the term of this Agreement.

Section 11:       Emergency Declared Inclement Weather - If an emergency exists during inclement weather and is

declared as such by the Chief Executive Officer, an employee reporting to work on his/her regular shift, within two (2) hours of starting time will be paid for a total of eight (8) hours for the day so declared as an emergency, providing the employee works the balance of the shift. However, the Chief Operating Officer may require the employee to work additional hours not to exceed 16 hours total. Any employee who is unable to report to work within the two (2) hours of their shift starting time will be paid for all hours actually worked.

### **ARTICLE 30: ENTIRE AGREEMENT**

**Section 1:** 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 any subject or matter not removed by law from the area for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 2:** Therefore, the Hospital and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives its statutory and contractual right to bargain, and agrees that the other will not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

The waiver contained in this Article is intended to apply not only to (1) the proposal of changes in or additions to language contained in this Agreement, but also to (2) the right to bargain about specific decisions made and actions taken during the term of this Agreement with respect to the above described subjects.

**Section 3:** Unless specifically so provided in this Agreement to the contrary, past practices will not be binding on either party.

**Section 4:** The captions used in each section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.

ARTICLE 31: DURATION OF CONTRACT

This Agreement will continue in full force and effect from May 3, 1998 to 11:00 PM, May 2, 2001 . If either party wishes to terminate, modify, or change this Agreement, it will at least ninety (90) days prior to May 2, 2001 , give written notice of such intention. If neither party gives notice to either terminate, change, or modify this Agreement as provided, the Agreement will continue in effect after May 2, 2001, subject to termination or modification thereafter by either party upon ninety (90) days written notice.

**Target Specific Bargaining Team**

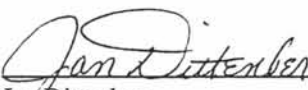
GRATIOT COMMUNITY HOSPITAL

S.E.I.U., LOCAL 79

  
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Carol Goffnett


  
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Bonnie Bethka

  
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Mary Hall


  
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Nancy Throop

  
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Robin Whitmore

  
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Ken Davis, Business Agent

  
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Bob Baker, President  
Gratiot Community Hospital

  
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Paul Policcichio, President  
S.E.I.U. Local 79

