

AGREEMENT BETWEEN

UP HEALTH SYSTEM - MARQUETTE

AND

MICHIGAN NURSES ASSOCIATION

This AGREEMENT is entered into between

UP HEALTH SYSTEM - MARQUETTE

Marquette, Michigan

(hereinafter referred to as the “Hospital”)

and

MICHIGAN NURSES ASSOCIATION

(hereinafter referred to as the “Association”)

TERM OF AGREEMENT

JUNE 1, 2022 - MAY 31, 2025

Code of Ethics

MNA and Staff Council subscribe to the current ANA Code of Ethics. It shall not be considered a part of the body of the contract for any purpose, shall not be relied upon by either party in interpreting and applying this agreement, and shall not be subject to the grievance procedure. Copies of the ANA Code of Ethics can be obtained from MNA.

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PREAMBLE

THIS AGREEMENT, made and entered into effective the 1st day of June, 2022, by and between DLP MARQUETTE GENERAL HOSPITAL, LLC, dba UP HEALTH SYSTEM MARQUETTE (“Hospital” or “Employer”) and the MICHIGAN NURSES ASSOCIATION (“Association” or “Union”), for and on behalf of the RNs of the Hospital employed within the bargaining unit described in this agreement. Although not a party to this agreement, it is noted that the RNs have a local council known as the Registered Nurse Staff Council of Marquette General Hospital, herein referred to as “Council” or “Staff Council” which is affiliated with the Association and which has been delegated certain duties and responsibilities under this agreement.

PURPOSE AND INTENT

The general purposes of this agreement are: to set forth the parties’ entire mutual understanding on wages, hours and other terms and conditions of employment; to promote orderly and peaceful labor relations between the Hospital, its RNs, and the Association; to provide a procedure for the adjustment of RN grievances; and, to mutually recognize that the Hospital’s services are essential to the community and that the public has a legitimate interest in having those services promptly and properly performed without interruption. To such desirable ends, the Hospital and the Association encourage to the fullest degree, harmonious and cooperative relationships between their respective representatives at all levels, and among all RNs.

ARTICLE 1.0 - RECOGNITION CLAUSE

Pursuant to the provisions of the National Labor Relations Act, as amended, (hereinafter the “Act”), the Hospital hereby recognizes the Association as the exclusive bargaining representative in the following described unit:

All registered nurses employed by the Employer at its hospital facility located in Marquette, Michigan who are licensed by the state of Michigan and who are engaged in and performing direct patient care nursing duties, excluding clinical directors, clinical managers, program directors, hospital supervisors, education or staff development coordinators, clinical nurse specialists and any other exempt administrative employees, nurse anesthetists, utilization review coordinators, infection control practitioners, temporary employees, and contingency staff employees working less than ninety-six (96) hours per payroll quarter (see Article 7 - Definition of Employee Status) and all other employees.

If any new position is established in which registered nurses are employed and are performing direct nursing care, the Hospital will provide 30 days’ notice and, upon request by the Association, meet within 14 calendar days of the Association’s request to determine whether such classification(s) should be included in the Bargaining Unit. Should the parties disagree, either party may have the option of seeking to have such issue resolved by the National Labor Relations Board.

ARTICLE 2.0 - RECOGNITION OF THE HOSPITAL'S RIGHT TO MANAGE

2.1 The Association recognizes and agrees that Management has the right to govern all aspects of operating the Hospital and to direct its entire work force at all times, provided, however, that such right shall not be construed as authorization to violate any provision of this Agreement. It agrees it will not disrupt or interfere with the sole and exclusive right and responsibility of Management to manage and operate the Hospital. Generally, this includes, but is not limited to the right to: hire, suspend, discipline, discharge, promote, demote, assign (transfer of over a 60-day duration shall be with the mutual consent of the RN); layoff, recall or relieve RN; determine by interview, performance, written test or other generally accepted methods or procedures the ability, aptitude, and/or qualifications of individual RNs for assignment to, employment in or promotion to, the various positions and job classifications; enforce and maintain discipline and efficiency among RNs; determine the nature, scope, and type of facilities and services provided by the Hospital and alter and install new facilities.

2.2 Further, the Association recognizes the Hospital's right to publish policies (including Nursing Department policies) and regulations governing the RNs and others using the Hospital, and to revise, change, or institute new policies, rules, and regulations not inconsistent with the express terms of this agreement. The Hospital agrees to furnish to the Staff Council Grievance Chairperson and President a copy of any new or revised Hospital or personnel policies which affect registered nurses at least 14 days prior to implementation. The new or revised policies will also be presented at the first PICC meeting following notification to the Staff Council. The Association may grieve any such new or revised policies provided the Association files a grievance within ten (10) days after receipt of such notification; or in the event policy is discussed at Partners in Change Committee, within ten (10) days of that meeting.

2.3 An RN shall not be required to carry out any order or instruction by the Hospital if so doing would jeopardize the health or safety of themselves or others beyond the risks inherent in the occupation. In all other instances, however, an RN covered by this Agreement shall immediately proceed to carry out any order or instruction given them by the Hospital. The RN shall raise any question they have as to the Hospital's right to give them the order or instruction only after they carried out the order or instruction, and their question must be based on a reasonable and sensible reading of a specific provision, or specific provisions, of this Agreement. In reviewing such a question, the Hospital will consider the RN's professional obligations and responsibilities to the patient, to their profession, to the Hospital, and to themselves.

2.4 The parties agree that staffing decisions, including but not necessarily limited to the determination and selection of adequate staffing of the Hospital, the filling of position vacancies, and the determination of how best to utilize the training and competence of all personnel, is a managerial right. Accordingly, staffing decisions of the Hospital shall not be directly or indirectly subject to the grievance and arbitration provisions of this Agreement. This limitation is not intended to exclude from the grievance procedure grievances which allege violations of any specific contract provision(s) that regulate the scheduling of RNs. Any disputes regarding the arbitrability of such grievances shall be resolved by the Arbitrator under Article 16- Grievance Procedure of this Agreement.

2.5 The parties agree that staffing and related subjects can best be discussed within the framework of Article 15- the Partners in Change Committee or other existing methods of communication as provided in Article 13-Nursing Department Communication System.

ARTICLE 3.0 - ROLE OF THE REGISTERED NURSE

3.1 Both parties agree that they share the responsibility for providing nursing care which is within the scope of available resources and consistent with accepted nursing practice. To this end, both parties agree to comply with all legal and regulatory requirements.

3.2 Both parties agree that the registered nurse shall be given authority commensurate with their responsibility for directing, teaching and supervising the work of auxiliary personnel consistent with Hospital policy in carrying out delegated nursing activities. The registered nurse has the responsibility for assessment, planning, implementing, evaluating nursing care including patient teaching and assisting in the coordination of direct patient care.

3.3 Both parties agree that in order to permit the registered nurse to perform the activities associated with their responsibility for nursing care, registered nurses will normally assume only those functions identified as the practice of nursing. However, the parties agree that an RN's professional responsibility for total patient care or treatment may occasionally necessitate an RN providing other services wherever there is a patient in need of care.

3.4 With the emergence of new knowledge, technologies, and continuing social change, the Hospital and Staff Council will assist registered nurses to: improve their practice; improve their leadership skills and upgrade their clinical skills.

It is the responsibility of each registered nurse to maintain and upgrade their knowledge and skill affecting the quality of nursing care.

It is recognized that the Hospital currently provides programs for orientation and staff development which the parties agree support and encourage the continuing professional development of registered nurses. It is the Hospital's intent to continue such programs within the scope of available Hospital resources.

3.5 In recognition of the need for maintaining and improving the services of the Hospital and the Hospital's policy of soliciting and considering the ideas, comments and suggestions from all interested persons, including registered nurses, the parties have established a Partners in Change Committee to assist in promoting these objectives.

3.6 A copy of all current RN job descriptions will be provided to the Staff Council President annually on June 1. The Staff Council President will be notified of any proposed changes to RN job description(s) at the monthly PICC meeting.

3.7 Nothing contained in this article shall be interpreted to relinquish in any way the Hospital's right to manage the affairs of the Hospital as stated in Article 2-Recognition of the Hospital's Right to Manage. Further, the parties agree that any dispute regarding the interpretation

or application of this article may be grieved up to and including Step 3 of the grievance procedure and neither the Association nor any RN shall have the right to arbitrate any matter contained in this article. The parties also agree that before filing any grievance under this Article the grieving party shall first refer the matter to the Partners in Change Committee for consideration. In order to be timely filed, any grievance under this article must be filed within the timelines indicated in Article 16-Grievance Procedure following a determination by the Partners in Change Committee that the matter cannot be resolved.

ARTICLE 4.0 - ASSOCIATION MEMBERSHIP

4.1 The parties hereto mutually recognize that each RN in the bargaining unit described in Article 1-Recognition Clause has an equal right to be represented by the Association and that the Association has a duty to provide representation to each such RN.

4.2 Neither the Hospital nor the Association will discriminate against any RN in the bargaining unit because of membership or non-membership in the Association.

4.3 The Hospital will provide the Association and a designated member of the Staff Council on a monthly basis, a list of names, addresses, phone numbers, personal email addresses (if provided by the RN to the Hospital), and hire dates of the RNs currently employed by the Hospital, along with any submitted authorization for payroll deduction of new RNs hired that month.

4.4 New RNs who will be in the MNA bargaining unit will be scheduled for a one-hour paid lunch break during orientation in order that the Staff Council representatives may meet with any new registered nurses who wish to meet them. Such meeting may be held on Hospital premises under the terms specified in Article 6-Staff Council Representation and Use of Hospital Facilities. The Hospital agrees to notify the Staff Council of the dates and times such orientation is to be scheduled at least 90 days prior to the orientation. The Hospital shall provide a list of bargaining unit RNs in attendance at orientation no less than 72 hours prior to the above-referenced lunch.

4.5 The names of bargaining unit RNs who are transferred to permanent non-bargaining unit positions shall be provided to the Association at the next monthly PICC meeting following the transfer.

4.6 The names of non-bargaining unit RNs who are transferred to permanent bargaining unit positions shall be provided to the Association by the Hospital at the next monthly PICC meeting following the transfer.

ARTICLE 5.0 - PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

5.1 The Employer agrees to deduct from the salaries of RNs, dues for the Michigan Nurses Association when authorized in writing by each RN.

5.2 Dues for the RNs' organizations shall be deducted together in twelve monthly installments. Appropriate notice shall be given for an RN who is on leave or layoff or for whom, for other reasons, no deduction is made in a given payroll period.

5.3 The Association will notify the Hospital in writing of the proper dues to be deducted. Written notification shall be made not less than thirty (30) days prior to the implementation of any change in the dues withholding rate. Such notice shall not be made more than four (4) times in any calendar year.

5.4 All dues so deducted shall be sent to the Michigan Nurses Association at its office at 2310 Jolly Oak Road, Okemos, Michigan, or to such address as the Association shall direct, promptly under procedures to be established by the Employer. The Association shall be responsible for disbursements of dues received by it to the treasurers of the various associations.

5.5 The Association shall refund to the RN dues erroneously deducted by the Hospital and paid to the Association. The Association agrees to indemnify and save the Hospital harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization cards or by reason of the Hospital's agreement to participate in a payroll deduction of Association dues.

5.6 The Hospital shall honor and utilize lawful payroll deduction forms submitted by the Association.

ARTICLE 6.0 - MNA STAFF ACCESS AND USE OF HOSPITAL FACILITIES

6.1 RNs covered by this agreement shall be represented by individuals in the Staff Council.

A. The bargaining unit will elect one of the representatives to serve as Staff Council President.

B. The Staff Council shall keep the Hospital's Director of Human Resources and Chief Nursing Officer currently informed in writing of the names of the Staff Council's officers and representatives and the representatives serving on the Partners in Change Committee.

6.2 Use of Hospital Facilities

A. MNA Staff Representatives shall be permitted to enter the Hospital at reasonable times for the purposes of representing bargaining unit RNs and administering the Agreement. MNA will designate a Staff Representative who will be responsible for union representative functions at the Hospital. The Staff Representative shall provide reasonable advance notice to the Director of Human Resources or designee of the desire to be on campus, and shall notify the Director of Human Resources upon arrival. Should an MNA representative other than the designated Staff Representative or other MNA Staff Representative require access to the Hospital, the MNA Staff Representative will provide reasonable advance notice to the Director of Human Resources or designee and follow these provisions as well.

B. MNA Staff Representatives will be permitted to use employee break rooms to meet with bargaining unit RNs. The MNA Staff Representative may only meet with RNs on the RN's non-working time and shall not interfere with the RN's performance of their duties or any of the Hospital's operations. The Association will be responsible for removing any meeting materials or items from the break room.

C. All MNA Staff Representatives will abide by patient confidentiality, infection control, and other Hospital policies.

D. One bulletin board on each unit (excluding those which can be viewed by the general public) will be provided by the Hospital for the exclusive use by the Staff Council.

E. All notices, other than meeting notices (on pre-approved form), list of Officers and Grievance Representatives and phone numbers, must be presented to the Director of Human Resources or, if unavailable, to the Hospital Supervisor, for prompt approval prior to any posting. Such approval shall not be unreasonably denied.

F. The Staff Council, upon making appropriate arrangements through and gaining approval of the Director of Human Resources, may use other Hospital equipment, including conference rooms, for Staff Council activities. The Staff Council shall be obligated to pay the Hospital's cost of supplies used and/or meals and beverages supplied at such Staff Council meetings.

ARTICLE 7.0 - DEFINITION OF EMPLOYEE STATUS

7.1 Full-time RNs: those who are regularly scheduled to work at least sixty (60) hours in a pay period. Full-time RNs are entitled to all fringe benefits outlined in this agreement.

7.2 Regular Part-time RNs: those who are regularly scheduled to work at least forty (40) hours in a pay period. Regular part-time RNs may be entitled to limited fringe benefits as specified in this agreement^{1*}.

7.3 Contingency RNs: those who are not regularly scheduled but are utilized to fill holes in the schedule created by the absence of a regularly scheduled RN. Contingency staff RNs shall not be utilized as a permanent replacement for any bargaining unit RN. Contingency RNs shall be excluded from the bargaining unit unless and until they have worked a minimum of 96 hours in a payroll quarter. Once they work such hours in any payroll quarter, they shall remain in the bargaining unit for the following four succeeding payroll quarters. Contingency RNs may be eligible to earn limited benefits provided in this Agreement.

A. Hours utilized for orientation purposes not to exceed a six-week period shall not be counted for purposes of calculating the ninety-six (96) hour cut-off.

B. Contingency RNs are required to work at least ninety-six (96) hours (to

^{1*} See the following Articles for benefit eligibility such as: Holidays, Personal Leave & Vacation; PTO/EOB; Health, Dental and Vision Insurance; Long Term Disability.

include mandated low need time but not voluntary low need time) per payroll quarter performing direct patient care. Any contingency staff RN who has not worked at least 96 hours during the preceding payroll quarter as described above shall at the hospital's discretion be removed from the payroll and have their employment terminated.

1. In units that have scheduled standby, contingent RNs will be added into the holiday call rotation.
2. For inpatient units:
 - a. Contingent RNs will schedule themselves one weekend per schedule.
 - b. Contingent RNs will be required to work one summer holiday and one winter holiday.

C. The Hospital will provide the Staff Council with a current list of such RNs on a quarterly basis along with a calculation of the number of hours in that payroll quarter. This will be a standing item on the PICC agenda quarterly.

D. A unit will not have more than 15% of their total number of approved positions held by Contingent RNs. Once this threshold has been reached, no further contingent positions for said unit may be created until the percentage of contingent positions falls below 15%.

7.4 Temporary RNs as the term is used herein shall be defined as those registered nurses who work for a predetermined period of time for a specific program need not to exceed sixty (60) calendar days. The Hospital may extend such period as necessary for up to an additional thirty (30) days. The Employer shall inform the Staff Council of the name of the temporary RN and the area where that person is to be assigned and the date of hire within twenty-one (21) days of their date of hire. Temporary RNs who are retained longer than ninety (90) calendar days shall be credited with seniority as of their first day of work and shall be subject to the provisions of Article 4.0 from the ninety first (91st) calendar day of hire.

Temporary RNs shall be utilized to fill in for a specific program need or high vacation periods and shall not be utilized to permanently displace bargaining unit RNs. Prior to a temporary being hired, the temporary position will be posted. Temporary RNs shall not be utilized to fill an existing or newly created vacancy for a permanent position until the Hospital has complied with the posting requirements set forth in Article 25-Posting Notices of Vacancies of this agreement.

7.5 Agency (Travel) RNs: Whenever the Hospital determines to utilize agency RNs, they will not be utilized for a period of more than one hundred and eighty (180) calendar days. The Association agrees that these agency RNs will not be subject to Article 4. After such time, agency RNs will be offered employment with the Hospital or will be terminated, unless otherwise mutually agreed upon between the parties. Should such RNs accept employment with the Hospital, the applicable provisions of Articles 4 and 7 will apply. Bargaining Unit RNs will receive preference for matters related to scheduling prior to scheduling available Agency RNs.

7.6 An applicant hired into an RN position shall be on probation for 520 hours, including any hours worked in a nurse extern position. The Hospital may discharge probationary RNs for any reason whatsoever. Such discharged RNs shall have no recourse to the grievance procedure unless the reason for discharge is the participation in Association activities.

7.7 RNs shall become eligible for all benefits as specified in this Agreement in accordance with the terms of said benefits/plans not later than the first of the month following thirty (30) calendar days of employment.

ARTICLE 8.0 - HOURS OF WORK AND OVERTIME

8.1 Hours of Work and Overtime. The work schedules may be based upon an eight (8), ten (10) or twelve (12) hour work day, with adjustments for part-time RNs. The parties recognize that there are units which historically utilize less than eight (8) hour shifts and that they may continue to do so.

For eight (8) hour work days, the work schedule shall be based on forty (40) hours of work in an established period of seven (7) consecutive days in a pay period, and overtime shall be paid at time and one-half (1 ½) times the RN's regular rate for hours worked beyond forty (40) in such seven (7) day period. For ten (10) and twelve (12) hour work days, the work schedule shall be based on forty (40) or thirty-six (36) hours of work in an established period of seven (7) consecutive days in a pay period, and weekly overtime shall be paid at one and one-half (1-1/2) times the RN's regular rate for hours worked beyond forty (40) in such seven (7) day period.

For all consecutive hours worked beyond the RN's normally scheduled work shift of at least eight hours duration, daily overtime shall be paid at time-and-one-half (1 ½) the RN's regular rate, provided that any hours paid at time-and-one-half (1 ½) shall not be pyramided or duplicated. Overtime will not be paid for any hours worked in any split or double back shifts or any portions thereof worked in a twenty-four (24) hour period which were worked at the RN's request.

In the event that an entire unit has its shift length converted, the Hospital shall provide the Association/Staff Council notification within 30 days prior to such planned conversion, and will bargain in good faith over the impact of such conversion on working conditions prior to the implementation of the change. Such bargaining will occur at mutually agreed upon times during the thirty day period immediately following said notification, after which period the Hospital shall be free to implement this conversion.

A. The Hospital will not assign a RN to work more than three consecutive unscheduled shifts of 12 hours or more unless the RN volunteers to.

B. The Hospital shall not have the right to require overtime from RNs who are off-duty and not scheduled or not assigned to take standby or report to work.

8.2 Do Not Disturb List

RNs are entitled to place themselves on a “Do Not Disturb List” in which they will notify the Hospital they do not want to be contacted regarding potential additional working opportunities at the Hospital. The RN must place themselves on the Do Not Disturb List at the time the initial pencil schedule is created, and they will be on the list for the remainder of the schedule. RNs who elect to be placed on the Do Not Disturb List will be delineated with a unique symbol on the printed schedule to ensure that the RN does not receive communications from the Hospital. Any RN who elects to be put on the Do Not Disturb List will not have the ability to file a grievance over a missed opportunity at additional hours and/or wages related to that shift.

ARTICLE 9.0 - SCHEDULING

9.1 Work Schedules

The Association recognizes that the Hospital manages and schedules each unit (department) on a decentralized basis. Preparation of work schedules is a collaborative process between the RNs on the unit and the Clinical Director/Manager. Each Clinical Director/Manager is responsible for completing the Final Schedule.

A. Preparation of Work Schedules

1. Pencil Schedule

a. Blank “Pencil” schedules shall be posted 6 weeks in advance of the effective date of the schedule. The Pencil schedule will list all current RNs on the unit by shift in order of bargaining unit seniority, and include each RN’s FTE status. The number of RNs needed each day and shift will be noted at the bottom of the schedule.

b. The Pencil schedule will designate the required number of staff and the requisite competencies for each shift.

c. The Pencil schedule will identify pre-approved vacation/PTO/Requests Off/LOA.

d. Regular full-time and part-time RNs have a 14 day period to self-schedule by filling in their preferred shifts on the Pencil schedule, consistent with the RN’s designated FTE pointage. During this same period, Contingent RNs will note their availability on the Pencil schedule.

2. Pre-Schedule

a. After the 14 day Pencil schedule period concludes, the Clinical Director/Manager will have up to one week to complete a Pre-schedule based exclusively on the preferences identified on the Pencil schedule. (If there are no edits to the pencil schedule, it will move to the Final Schedule step).

b. If there are more RNs than needed on any given day and shift, the Clinical Director/Manager shall award the available shifts to those full-time and part-time RNs signed up for the shift based on bargaining unit seniority. RNs not awarded their preferred shift will have their preference crossed out to show that they were not awarded their preferred shift.

c. The Pre-schedule will be posted for not less than 7 days, to allow Full-time and Part-time RNs not awarded their preferred shift from the Pencil schedule to sign up for the remaining available shifts. Contingent employees may indicate their availability at this step as well.

d. The number of RNs needed each day and shift will be noted at the bottom of the schedule. A copy of the Pencil schedule will be available upon request and maintained until the completion of that scheduling period.

3. Final Schedule

a. After the above 7 day Pre-Schedule period, the Clinical Director/Manager will have 1 week to complete a Final Schedule, based upon the following guidelines:

i. If there are more RNs than needed on any given day and shift, the Clinical Director/Manager shall award the available shifts to those RNs signed up for the shift based on bargaining unit seniority. RNs who were not awarded their preferred shift will have their preference crossed out to show that they were not awarded their preferred shift. The Clinical Director/Manager may then place the RN on the schedule up to the RNs designated FTE pointage. In addition, available Contingent RNs and Travelers, will be inserted on the schedule as needed based on their stated availability.

ii. A copy of the Final Schedule will be posted on the Monday before the start of the next schedule (with a copy of the Pencil Schedule and the Pre-Schedule).

4. Guidelines For All Schedules

a. Unless otherwise set forth in this Article, schedules shall normally be prepared for a minimum period of six (6) weeks and will be posted by 12:00 p.m. on the Monday of the week preceding the effective date of the schedule.

b. RNs assigned to 8 hour shifts shall not be scheduled for more than five (5) consecutive days of work except when the RN elects otherwise. RNs assigned to 12 hour shifts shall not be scheduled for more than three (3) consecutive days of work except when the RN elects otherwise.

c. Full-time and regular part-time RNs working Night shift shall have

two (2) consecutive days off except when the RN elects otherwise.

d. The Clinical Director/Manager shall not schedule an RN to work back-to-back shifts (more than 8 hours in a 24 hour period for 8 hour RN's; more than 12 hours in a 24 hour period for 12 hour RN's) except at the request of the RN.

e. RN's are expected to schedule themselves two weekends in each four week schedule or three weekends in each six week schedule. Weekend for the purpose of this section is defined as Saturday and Sunday for the day and evening shifts and Friday night and Saturday night for the night shift.

f. Scheduling requirements

- For four week schedules:
 - Each day/evening shift RN will schedule themselves at least one Monday and one Friday on each schedule.
 - Each night shift RN will schedule themselves at least one Thursday and one Sunday on each schedule.
 - RNs are expected to schedule themselves two weekends in each four week schedule. Weekend for the purpose of this section is defined as Saturday and Sunday for the day and evening shifts and Friday night and Saturday night for the night shift.
- For six week schedules:
 - Each day/evening shift RN will schedule themselves at least two Mondays and one Friday, or two Fridays and one Monday, on each schedule.
 - Each night shift RN will schedule themselves at least two Thursdays and one Sunday, or two Sundays and one Thursday on each schedule.
 - RNs are expected to schedule themselves three weekends in each six week schedule. Weekend for the purpose of this section is defined as Saturday and Sunday for the day and evening shifts and Friday night and Saturday night for the night shift.

g. The Clinical Director/Manager shall schedule RNs so that they will not be required to work more than fifty (50%) percent of the paid holidays provided for in this agreement in any one calendar year, unless the RN otherwise requests in writing.

h. RNs who accept shifts beyond their FTE on other units shall designate that fact on their home unit's Final Schedule.

i. Except in emergency situations, management will not be responsible for finding replacements for schedule changes once a schedule has been posted.

j. Except in emergency situations, the posted schedule shall not be changed. An emergency is defined as an isolated situation which requires a response, is urgent and not ongoing, and is related to patient care.

5. Approval for benefited time off requests (i.e. vacation, PTO, PLD, float holiday other than through the normal vacation request process as outlined in Article 31.18) will be based on a first come, first served basis as determined by the date such requests are received. In the event requests are received for the same day, and all such requests cannot be granted, the RN with the highest bargaining unit seniority will receive preference. If approved, it will be the Clinical Director/Manager's responsibility to find a replacement for such requests, provided the requests are received 10 days prior to the posting of the pencil schedule. Except in emergency situations, management will not be responsible for finding replacements for schedule changes once a schedule has been posted.

RNs are allowed to request one shift off per schedule. A request off form must be submitted to the Clinical Director at the time the nurse completes the pencil schedule. This request off will be accommodated as able, based on available staff and the unit's staffing plan.

6. Filling holes after Final Schedule

a. If the process outlined above does not provide sufficient staffing, available shifts will be offered to all RN's qualified to work on the unit.

b. Full and Part Time employees including staffing pool, filling shifts during the time between when the final schedule is posted and when the schedule is complete (by 5 p.m. on the Friday before the schedule goes into effect), will be designated with a hashtag (#) and will be paid at double time (2x) the RN's regular hourly rate for such shifts.

c. If there are more RN's than needed on any given day for a designated incentive shift, the clinical manager/director will award the available shift to the most senior qualified RN who has signed up for the incentive shift. If no RN's sign up for the shift from within the unit, the shift will be offered to qualified RN's from outside the unit. RN's will be awarded only one (1) incentive (#) shift per week, unless no other RN's have signed up. The completed schedule with # shifts will be posted by 5 p.m. on the Friday before the schedule goes into effect.

d. If holes remain at the time the schedule goes into effect, RN's may be mandated to fill the holes beyond his/her regularly scheduled shift. Mandated time shall not be pre-scheduled and will take place in reverse bargaining unit order,

lowest to highest, on a rotating basis per the high need list.

e. The Hospital will require mandatory overtime only when necessary to meet patient care needs and these other resources have been exhausted. The Hospital will not utilize mandatory overtime as part of a specific unit/department's ongoing regular staffing.

f. The parties agree that it is in the best interest of patient care and for the benefit of the Hospital, nurses, and the patients they serve to reduce mandatory overtime. The parties agree that the preceding procedures will enable them to continue to provide safe patient care while making progress toward this shared goal.

9.2 Unanticipated Vacancies and Utilizing of Staffing Pool RNs

When work hours need to be reallocated because of a critical number of unanticipated vacancies of RNs, the following procedures shall be utilized:

A. The hospital shall utilize the staffing pool to cover necessary shifts.

B. Should a need continue to exist, the hospital will notify the association and assess the number of nurses that may need to be reallocated to the deficient shift. After discussion, if the hospital determines a need continues to exist, the hospital will seek volunteers. If there are volunteers, RN's will be informed of the schedule that is available and will be reassigned to the deficient shift in seniority order for no longer than one schedule.

C. Should there not be sufficient volunteers for reassignment to the deficient shift, the hospital may reassign qualified nurses in reverse order of seniority for a period not to exceed one schedule. An employee who is reassigned will have his/her original shift assignment restored in seniority order after their reassignment ends, provided that she/he indicated the desire to return to his/her prior shift or rotation. A nurse may not be required to accept a vacancy on the deficient shift more than once in a contract year.

D. The staffing pool is not intended to be utilized as a scheduling tool to address consistent vacancies on the deficient shifts.

9.3 Absences

A. Report of Absences: The RN shall be responsible for promptly notifying the Hospital Supervisor of his/her absence if unable to report for work for any reason, at least two hours prior to the beginning of the scheduled shift.

B. Weekend Absences: This section shall be applicable if an RN is absent from a weekend shift(s) and, in the previous 12 month period, has been absent for three or more weekend shifts or has received counseling or corrective action related to absenteeism during said 12 month period.

C. If an RN is sick or absent more than 4 hours from a regularly scheduled weekend shift(s), they may be scheduled to work a weekend shift(s) in the next regularly scheduled weekend off if patient care needs so warrant in the unit.

D. If there is mutual consent, the day(s) can be made up in the current schedule. Otherwise, the day(s) must be made up in the next schedule.

The day(s) being made up will be the same day of the week as the sick call or absence, e.g. Saturday for Saturday, Sunday for Sunday. This section shall not be construed to require any RN to “make up” more than one (1) such weekend shift(s) in the event of the RN’s extended illness or absence. This section shall only apply to those units where RNs are normally scheduled to work weekends. Article 36.4 shall continue to apply in applicable situations.

9.4 Meal and Rest Periods

A. RNs are entitled to one break time not to exceed 15 minutes in the first four hours of the work shift, a meal period not to exceed 30 minutes toward the middle of the work shift, and additional breaks not to exceed 15 minutes for each additional consecutive four hours of work. Rest breaks may not be used to compensate for arriving late or leaving work early or extending meal periods, without specific authorization by the department director, manager, or house supervisor. Time spent during the meal period is not considered work time for pay purposes. Meal times and rest periods (breaks) shall be taken in such a manner as to provide the greatest coverage based on patient care needs.

B. Responsibility for Meal and Rest Period (Break) Coverage. RNs shall be responsible for collaboratively working together within their unit to relieve one another for meal and rest period coverage. In the event that RNs are unable to provide such coverage, the Clinical Director, Clinical Manager, or charge nurse of each unit/department in collaboration with the hospital supervisor will, if necessary, assign fixed meal and rest period (break) coverage. A nurse who is assigned a fixed meal or rest period (break) shall report off to the charge nurse, manager, or management designated relief nurse.

RNs will not be required to punch out for a meal period when the intent is to send the nurse home on low need after the break.

C. Break vouchers

1. A break voucher may be utilized if any RN is unable to take their allotted rest period. It is the RN’s responsibility to notify the Clinical Director/Clinical Manager/Charge Nurse and/or House Supervisor when reasonably possible of the potential for not receiving a break in order to allow the Clinical Director/Manager/Charge Nurse to assist in providing for coverage.

2. In the event that it is not possible for an RN to take a rest period (break) during his/her shift, the RN shall be exclusively responsible for obtaining and submitting valid vouchers to the Payroll Department within ten (10) days of issuance. To be valid, the voucher needs to be approved and signed by the Clinical Director, Clinical Manager, or House Supervisor as applicable within three (3) days of the date the rest period was not utilized.

3. Such time will be credited at the RN’s straight time hourly rate and will be paid in the next payroll period. Such time will not be utilized for calculating benefits or overtime.

9.5 Staffing Adjustments

The Clinical Director, Clinical Manager, or charge nurse on each unit/department in collaboration with the hospital supervisor is responsible for coverage for the next shift. The parties recognize that the unpredictability of patient census and other circumstances may result in a temporary decrease in the work load on some units, areas or shifts, and an increase in the work load on other units, areas or shifts. In these circumstances, the following system shall be followed:

A. General Principles

1. The Hospital will exhaust all options to assure that an RN is called upon to work no more than their daily or weekly schedule of hours. However, if patient care so warrants and if units (departments) needs cannot be filled by a floating RN or volunteer, RNs may be mandated to work beyond their scheduled shift in accordance with Article 9.1 A(6)(d), above, unless excused by their supervisor. The Hospital shall not have the right to require extra time from RNs who are off duty and are not scheduled or not assigned to take stand-by or report to work.

2. Two rotation lists shall be maintained on each unit for RN staff, unless otherwise outlined in a unit specific article. One list shall be for lost time (2 hours or more from scheduled shift). The second list shall be for overtime shifts (2 or more hours) and unscheduled standby hours unrelated to low need. An RN who takes a low need day or who works overtime shall be placed at the bottom of the list, whichever one applies. An RN who voluntarily floats, or who is pulled to another unit under Item 4 below, shall have the option of going to the bottom of either of the two lists or to neither of them. Such lists will be on file in each unit and updated by the Clinical Director/Manager/charge RN at the time of occurrence and will be available for review by RNs. In the event an error is made in the administration of said lists, the hospital will adjust the affected employees’ position on the applicable list to rectify the error. For units that require standby per Article 37, a third list will be maintained for mandated standby shifts.

3. When an RN is not needed on his/ her home unit and there is a need for him/ her on another unit he/ she will be floated to that unit. The RN will only be floated to a unit designated as a core unit (see below table). However, where an RN has worked within the last year for a unit outside his/her core, he/she may be floated to that previous unit once per schedule up to one year from their transfer date. RNs will not be floated until fully oriented to their new unit.

Core	Floats To
Med/Surg Core (Medical/Oncology, Neuro/Ortho/Peds, Rehab, Cardiac)	Med/Surg Core
Ambulatory Care Core (PAR, PACU, OPS, Endo (prep/recovery only)	Ambulatory Care Core
Procedural Core (IR, Cath Lab, Imaging, Echo)	Procedural Core

Critical Care Core (ICU, IMCU)	Critical Care Core
Women's Health Core (FBC, NICU)	Women's Health Core
Behavioral Health Core (APU)	Behavioral Health Core

If a unit is not listed in the chart above, the unit will not be subject to floating.

4. Emergency Situation. In the event that an emergency situation arises which necessitates major and/or rapid help in order to provide nursing care, the hospital supervisor may pull from units at their discretion to address the emergency. An emergency is defined as an isolated situation which requires a response, is urgent and not ongoing, and is related to patient care.

The Chief Nursing Officer, or designee, will notify the Staff Council President, or designee, of the existence of an emergency situation lasting more than six (6) hours. They will meet to discuss alternatives to address the emergency and assess the continuing existence of the emergency situation. Updates on the status of the emergency situation shall be provided to the Association every 2 hours.

5. RNs who have been designated on the schedule by hashtag (#) and contingency RNs shall be notified in the same manner as other RNs at least one (1) hour prior to their scheduled shift if not needed to work that shift.

6. For the purpose of this section, an RN who floats to another unit is one who is trained and oriented to that unit, has had prior experience in that unit, or is otherwise qualified by successfully completing the basic competency skills list and who can assume RN responsibilities in varying degrees. The RN who floats will not be required, but may if qualified, volunteer to take charge in the unit to which they float. The degree and depth of the training will be competency based and dependent upon the skill level of the RN.

7. If mutually agreed upon, RNs taking low need time may accept to be placed on standby status. RNs designated as working an extra shift and receiving a low need day shall also have the option of accepting standby.

8. RNs volunteering or mandated to take time off may utilize vacation, PTO, PLD's or float holiday rather than taking time off without pay. (RN is responsible for properly entering paid time off, if applicable, for low need, i.e. sick accrual.) Management will continue to track low need hours for each unit.

9. Non-bargaining unit RNs shall not be used to replace any RN who is transferred or required to take a low need day.

However, the above shall not preclude managers from filling in as needed to cover sick calls or other unforeseen circumstances.

B. Low Need Days

1. In the event that RN staff must be reduced on a unit on a shift, RNs will be given low need in the following order:

- a. Overtime
- b. Hashtag (#)
- c. Callback
- d. Floated RN
- e. Volunteers (Low Need List will be utilized if there is more than one volunteer)
- f. Temporary/Travelers/Agency
- g. Contingent
- h. Low Need List (if there are no volunteers)

2. If a low need day is to be given, an RN, where qualified, may be floated to another unit in accordance with 9.5(A)(4) where her services are needed. The RN will be paid an additional \$4.50 per hour for the time worked on that unit.

3. Staffing pool RNs shall be the first required to float to another unit where they are needed provided they are competent to do so. The RN will be paid an additional \$4.50 per hour for the time worked on that unit. RNs will be allowed the time to complete patient charting and report off on their current assignment before floating.

4. Where required, in order to avoid “lost time,” a staffing pool RN will bump overtime, hashtag, travel RNs, temporary, or contingent RNs on any unit where the staffing pool RN is qualified to work, provided this is a regularly scheduled day for said staffing pool RN.

5. RNs who are advised of low need prior to the beginning of their shift will be given no less than one (1.0) hours notice prior to their scheduled shift if not needed to work.

6. If an RN on a procedural unit is sent home thirty (30) minutes early they will receive credit on the Low Need List.

C. High Need Days

In any unit where staffing needs cannot be met through the floating of RNs from the staffing pool or other units, staffing needs will be met by seeking qualified volunteers. RNs directed to float from other units in accordance with this provision will not be required to work beyond their competency level, will undergo an introductory orientation to the unit (as needed), and will be assigned another RN who acts as his/her designated resource person (as needed). Should this be insufficient, overtime will be assigned to the RNs currently working per the overtime rotation list. Hashtag and other RNs who are floated to a unit will be exempt from the overtime rotation.

If staffing needs cannot be met through the staffing pool or the floating of RNs, RNs will be assigned in accordance with the following:

1. Seeking known volunteers from RNs who are not scheduled to work on that

day.

2. Seeking volunteers for overtime from RNs currently on duty.
3. Should this be insufficient, overtime will be assigned to the RNs currently working per the overtime rotation list. Hashtag RNs or RNs scheduled from another unit on that scheduled day will be exempt from the overtime rotation.

- D. If an RN on a procedural unit stays thirty (30) minutes past their shift (including Check and Double Check in the OR), they will receive credit on the High Need List.

9.6 16 Hour Shift Guidelines

Sixteen-hour shifts will not be scheduled, but in the event that any sixteen (16) hour shift occurs (defined as working 14 or more hours), the RN will be guaranteed ten (10) hours off between the end of their sixteen (16) hour shift and the beginning of their next scheduled shift. Following said ten (10) hours off, the RN will have the option to return at the start of her next scheduled shift or return after an additional two (2) hours off. If adequate coverage is available for the scheduled shift, the RN is to be given the first option to be off the entire shift.

RNs may use their sick time/EIB, vacation time/PTO, or lost time for any hours off that qualify as fatigue time. If there are two (2) hours or less remaining on their scheduled shift after the RN's fatigue time, they will not be required to return to the Hospital.

9.7 Temporary Relocation and Consolidation of Units

In the event it is determined necessary to relocate a unit, temporarily consolidate, close, or make new units, the hospital will notify the Staff Council of its intent. Upon request, the parties will promptly meet and confer in good faith over the issue and consider its impact on the bargaining unit. This is not intended to postpone hospital implementation of these possible measures should it be necessary to do so pending the completion of these discussions.

9.8 OR Scheduling

A. General Rules

1. Schedules will be made by the manager and prepared in 4-week increments unless the union and management mutually agree to a six week schedule.
2. Weekday Call (M-Th) will be equitably divided among the staff by seniority and can be signed up by the staff on the pencil copy. Nurses who do not sign themselves up for Weekday Call will be assigned call by the manager on days not chosen by other RNs.
3. Vacations shall be scheduled twice a year in accordance with Article 31.16/32.3.

- a. A six month call rotation will be created simultaneously with the corresponding vacation requests.
- b. RNs may request weekends during the corresponding vacation request period to have no call (NC).
- c. No call weekends are not considered a vacation request and will not replace any numbered vacation request.
- d. All no call requests must be submitted at the same time as corresponding vacation requests.
- e. Requests for no call weekends will not be accepted after the 6 month weekend call rotation schedule is made.
- f. All weekend call assignments will be distributed equitably among competent staff, regardless of number of NC weekends requested.

B. Holiday Call

1. A yearly holiday signup sheet is completed by the staff the first two weeks of January to choose the holiday the RN will be responsible for during the year.
2. The RN will not be responsible for holiday call while on vacation and will not schedule themselves a vacation during their assigned holiday call.
3. The holidays the RNs will be responsible for are Memorial Day, 4th of July, Labor Day, Thanksgiving, and New Year's Day.
4. There is a separate rotation for the Christmas Holiday in which four RNs are rotated. Should there be more holiday call coverage needs than staff, the RNs responsible for Christmas will be assigned an additional holiday in reverse bargaining seniority.

C. Check and Double Check

1. Check (✓) and Double Check (✓✓) was created to ensure there is staff available for cases that may run past scheduled block time.
2. When the pencil copy is on the table the staff can sign up to stay late on days of their choosing should there be a need. There will be one Check (✓) signed up daily. If there are less than four nurses available at 3:15pm on any given day, then Double Check

- (✓✓) will also be scheduled. If there are less than three nurses available at 5:15 p.m. then a Check Shift will be assigned to a 10-hour shift nurse.
3. All Check and Double Check assignments are equitable among staff and will be assigned in reverse bargaining unit seniority if not signed up for on the pencil copy.
 4. Should it be necessary to keep Check and/or Double Check the following rules will apply:
 - a. Check is the first to stay if needed and then Double Check.
 - b. Double Check is the first to go home and then Check.
 - c. If there is an add on for the schedule and it was boarded before 3pm then Check and/or Double Check will stay to do the case if needed.
 - d. If the case was boarded after 3pm then it is a call case.
 - e. An 8-hour shift RN on Check or Double Check will be released before a 10-hour shift RN on Check or Double Check.

9.9 Staffing Pool Scheduling Guidelines

A. General Rules

1. The Staffing Pool is not intended to be utilized as a scheduling tool to address consistent vacancies on deficient shifts.
2. Staffing Pool RNs will utilize the scheduling process outlined in Article 9.1 with the exceptions as outlined below.
3. Staffing Pool RNs will be scheduled one weekend per schedule.
4. Staffing Pool RNs will be required to schedule themselves for one summer holiday and one winter holiday.
 - a. Summer holidays include those that occur within March through September.
 - b. Winter holidays include those that occur within October through February.
5. Staffing Pool RNs will not be prescheduled on a particular unit.
6. Staffing Pool RNs will not be assigned as Code Nurse or Charge unless mutually agreed upon.
7. Orientation will include a minimum of six shifts per unit. Additional orientation shifts will be granted upon request of the RN.

8. Vacation requests for Staffing Pool RNs may be submitted at any time.

ARTICLE 10.0 - CHARGE NURSE ASSIGNMENT

A. **Charge Nurse Definition:** A charge nurse is an RN who has been delegated at the discretion of the Clinical Director/Manager to assume certain designated staff liaison and patient flow responsibilities. The charge nurse responsibilities are described in the charge nurse duties/competencies description contained on each unit. The selection and designation of a charge nurse shall be based upon the Clinical Director/Manager's assessment of the needs of the unit and upon the relative competencies of the available staff on any given shift. The Charge Nurse will have a reduced patient assignment and when possible, will not have a patient assignment.

Full-time and part-time nurses who have been assigned to his/her unit for twelve (12) months shall be oriented to the Charge Nurse role within that unit. The Charge Nurse role shall generally be rotated among the available trained staff in order to maintain basic proficiency and competency.

B. For those shifts/hours that a charge nurse is designated, he/her shall determine patient care assignments, including his/her own, taking into consideration patient acuity and experience of the nursing staff. It is understood that there may be circumstances when a patient assignment is not appropriate for the charge nurse.

C. **Charge Pay:** Any registered nurse who is assigned as charge nurse in the unit to relieve the appropriate supervisor shall be paid a premium of three dollars (\$3.00) per hour for all hours so assigned. In order to receive charge nurse pay, the charge nurse shall be required to assume the duties and responsibilities set forth in this Article.

D. Advanced Charge Nurse

1. For units with neither managers nor a director, or only an interim director, the Hospital will create and post "advanced charge" positions within the bargaining unit to keep the flow of the unit running smoothly. "Advanced charge" nurses will be allowed to perform the following functions:

- a. Scheduling
- b. Staffing
- c. Orientation
- d. Unit meetings
- e. Auditing for safety compliance as needed

2. The "advanced charge" nurse will not be involved in hiring, firing, or discipline of any employees.

3. The "advanced charge" nurse will remain within the unit call rotation.

4. The "advanced charge" nurse will be a maximum of a .8 due to the extra job responsibilities

and remaining in the call rotation.

5. The “advanced charge” nurse will not take an assignment but, if necessary, will take a reduced patient assignment, and will be utilized to fill gaps throughout the day as needed.
6. The “advanced charge” nurse will maintain communication with the nursing supervisor to ensure adequate and safe staffing as well as flow in the unit and between units.
7. The “advanced charge” nurse will be guaranteed one (1) office day per week in order to complete the additional job responsibilities.
8. Those who accept the “advanced charge” position will receive a \$5.00 per hour incentive for the additional responsibilities of the role.
9. In the event a manager or director is hired for a unit where an “advanced charge” role was created, the RNs occupying the “advanced charge” role will return to their original position and pointage.

ARTICLE 11.0 - LEAVE OF ABSENCE

11.1 Family and Medical Leave

A. Disability caused or contributed to by pregnancy, childbirth and recovery therefrom, including matters such as the commencement and duration of the leave, the availability of any extensions, the accrual of seniority and other benefits and privileges shall be applied to disability due to pregnancy on the same terms and conditions as are applied to other disabilities.

B. Eligible RNs, as defined under the Family and Medical Leave Act of 1993 (FMLA), shall be entitled to unpaid family and medical leave up to twelve (12) work weeks² during any twelve (12) month period for their own serious illness, the birth or adoption of a child, or the care of a seriously ill child, spouse, or parent.

The eligibility requirements under the FMLA include, but are not limited to, being employed by the Hospital for: (i) at least twelve (12) months; and (ii) at least 1,250 hours of service during the previous twelve (12) month period.

When calculating “hours of service” under Article 11.1, the Hospital will include low-need hours, standby hours, hours actually worked, and all other hours included within the definition of “hours of service” under the FMLA and the implementing regulations. The calculation will exclude vacation hours, personal leave, sick time, and all other hours not actually worked by the RN.

This leave shall be unpaid except for any portion for which accumulated sick, EIB,

² Up to twenty-six (26) weeks if the leave is to care for a qualified Military member.

PTO, vacation, or personal leave days are utilized.

C. Eligible RNs may take family/medical leave for any of the following reasons:

1. Child Care - For the birth of a child of the RN or for the placement of a son or daughter with the RN for adoption or foster care.

2. Family Care - In order to care for the spouse, child, or parent who has a serious health condition. Serious health conditions include illness, injury, impairment, or physical or mental condition involving either inpatient care or continuing treatment by a health care provider.

3. RN Illness and Disability - Because of a serious health condition that makes the RN unable to perform the functions of the position of such RN. This includes maternity related illnesses and the period of certified medical disability following birth of the child.

4. Care of Military Member – For the care of a qualified Military Member with a serious injury or illness incurred in the line of duty that rendered this Military member medically unfit to perform his/her duties.

5. Qualifying Exigency – For any Qualifying Exigency arising out of the fact that a spouse, child or parent of the employee is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation.

D. Application for Leave

1. Foreseeable leaves - The RN must request a leave of absence at least 30 days before the leave is expected to begin if the need for leave is foreseeable.

2. Unforeseeable leaves - If the leave is unforeseeable and the RN is unable to request the leave 30 days in advance, she must do so as soon as is practicable.

3. Each leave of absence for adoption or foster placement must be accompanied by verification of such adoption or foster placement.

4. When an RN requests leave to care for a spouse, parent, or child with a serious health condition, or because of the RN's own serious health condition, the leave of absence request must be submitted to the employer's third party vendor for leave management.

The Hospital may require the RN to obtain a second medical opinion at its expense. Should the second opinion differ from the first, the Hospital may require a third opinion from a mutually agreed upon health care provider. This third opinion will be considered final and binding.

E. Duration of Leave - RNs may take a maximum of twelve (12) work weeks³ in any given 12 month period for family/medical reasons. Such 12-month period is measured

³ Up to twenty-six (26) weeks if the leave is to care for a qualified Military member

backward from the starting date of the requested impending family/medical leave.

F. Both Spouses Employed - If both spouses are employed by the Hospital and wish to take leave to care for a newly arrived child or a parent with a serious health condition, their aggregate leave is limited to twelve (12) work weeks. This limitation does not apply, however, to leave taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness.

G. Return to Position - The Hospital will return an RN who completes a period of family/medical leave that is less than or equal to twelve (12) work weeks⁴ to the same position. The RN shall be ineligible to post into another position within seven (7) weeks of reinstatement. If at the conclusion of the leave period the RN fails or refuses to return to work although medically able to do so, the Hospital shall have no obligation to reinstate or reemploy such RN and may, at its option, terminate the RN.

H. Extended Illness Leaves - If the RN remains ill or disabled due to his or her own serious health condition or complications resulting from pregnancy and is unable to return to work at the end of a twelve (12) week approved illness leave, the RN may apply for an extension. Such application must be accompanied by a physician's statement certifying the RN's inability to return to work. If the RN is unable to return to work as determined by a physician, an extension shall be granted for the duration of the illness or disability of up to an additional eight (8) weeks.

Upon conclusion of an extended leave, the Hospital shall reinstate the RN to his/her former position, or if it is unavailable, to an equivalent position, if available, within twenty-eight (28) days after he/she has recovered and advised the Hospital of his/her availability. "Equivalent position" is defined as a position which is available and for which the RN is qualified. If the former or an equivalent position is not available, the RN will have twenty-eight (28) days to post for any position for which they are qualified. The Hospital shall not be obligated to hold open the RN's former position for RNs granted extended leave or to reinstate the RN to an equivalent position if no such position is available.

I. If an RN remains ill or disabled and is unable to return to work after having used all extensions mentioned in this article, the Hospital shall have no obligation to reinstate or reemploy such individual and may, at its option, terminate the RN. If such RN is terminated and subsequently reemployed within 120 calendar days of termination, they shall not lose seniority accrued at the time of termination.

J. Benefits - Accumulated sick leave/EIB and vacation/PTO time that the RN is eligible to use will be paid in accordance with the number of hours normally scheduled per pay period. RNs on illness and disability leaves are required to use all accumulated sick leave/EIB and PTO/vacation leave (except for forty hours of PTO/vacation, PLD's and float holiday which need not be used) for the appropriate portion of the unpaid leave of absence. Although the RN is allowed to retain forty hours of PTO/vacation, PLD's and float holiday, they may elect to use them during a medical leave of absence.

⁴ Up to twenty-six (26) weeks if the leave is to care for a qualified Military member

RNs on child care or family care leaves shall also be required to use all accrued PTO/vacation days (except for a maximum of 40 hours of their vacation/PTO, PLD's and float holiday which need not be used) for the appropriate portion of their unpaid leave of absence. Although the RN is allowed to retain 40 hours vacation/PTO, PLD's and float holiday as described above, they may elect to use them during a child care or family care leave of absence. An RN on family care leave may not use accrued sick leave/EIB. An RN may use sick leave/EIB for birth/adoption of a child.

Except as otherwise provided herein, all leaves provided herein shall be without pay or benefits.

Pay increases and benefits which are based upon hours paid will not accrue for any portion of the leave which is not paid. Pay increases and benefits which are based upon hours paid will accrue for the portion of the leave that is paid with sick/EIB, vacation/PTO, and personal leave days.

All benefits accrued prior to an approved leave of absence shall continue upon proper return from such leave, unless utilized during the course of the leave of absence.

No credit shall accrue for retirement purposes during an unpaid family/medical leave.

K. Health, Vision, and Dental Coverage - The Hospital will maintain the employer paid portions of health, vision, and dental coverage for eligible RNs for a period not to exceed twelve (12) weeks from the beginning date of the family/medical leave of absence or for the period of time the RN is utilizing paid leave, whichever is greater. RNs on extended illness leave who are currently enrolled in the Hospital's health, vision, and/or dental plan may elect to pay the insurance premiums to continue coverage after the Hospital's obligation to pay its portion for such coverage ceases. If the RN does not elect to continue coverage, they will not be eligible for such coverage again except during normal open enrollment periods.

11.2 Family and Medical Leave for Non-Eligible RNs

RNs who are not eligible for leave under Article 11.1 of this agreement may be eligible for non-mandated family and medical leave in accordance with applicable Hospital policies.

11.3 Military Leave of Absence

The Hospital abides by the provisions of the Federal Regulations regarding reemployment rights as stated in the Uniformed Services Employment and Reemployment Rights Act (USERRA), with respect to the reemployment rights of an RN, and to the granting of leaves of absence in accordance therewith.

11.4 Personal Business Leave

A. An RN shall have the right to make application for a personal leave of absence not to exceed 30 days. Such applications must be in writing and submitted to the Hospital's

Director of Human Resources. RNs may not use personal leaves to seek or obtain work elsewhere, nor shall personal leaves be granted for leaves otherwise provided for in this Agreement.

Granting of such leave shall be in the Hospital's discretion. The granting or taking of such leave shall not affect employment status. If the leave granted is thirty (30) days or less, the position of the RN shall be held open for the duration of the leave.

B. Personal leaves in excess of thirty (30) days may be granted at the discretion of the Hospital. Upon return from such leave, the RN shall be offered reinstatement to a comparable position within twenty-eight (28) days of conclusion of leave provided such a position is available. For leaves granted in excess of thirty (30) days, the RN's position will not be held. If, upon expiration of such leave, the RN is offered and refuses reinstatement to their former comparable position, they shall be considered terminated and, upon return at a later date, shall be considered a new hire for all purposes.

C. RNs returning from a leave in excess of thirty (30) days shall be reinstated in an available position in nursing for which they are qualified. In the event that position is not the RN's former position, the following guidelines will apply:

The RN shall be permitted the opportunity to apply into their former comparable position for a period of one year from the date of return. The option may be exercised only once during this year's time frame. For the purposes of this paragraph, the RN's former comparable position shall be defined as a position on the same unit which the RN left and one of the following two options being the same as the former position--same shift or same number of hours. It is the RN's responsibility to be aware of and exercise this option for positions.

11.5 Seasonal Leave of Absence

Qualified RNs shall be eligible to make application for a seasonal leave of absence for the period from January 1 through April 1. To be eligible, an RN must have a combined years of service and age totaling seventy-five (75) or more. For purposes of this calculation, a year of service shall be equivalent to 1,000 hours or more of paid time.

Requests for such seasonal leave of absence must be submitted in writing to the Clinical Director/Manager and approved by the Chief Nursing Officer and the Director of Human Resources no later than July 15 prior to the season being requested and must be approved or disapproved by July 30.

Such leaves may be granted at the discretion of the Hospital. The Hospital shall have no obligation to hold the RN's position open for the period of such leave.

Upon return from such leave, the RN shall be reinstated to their former position, if available. If their former position is not available, the RN shall be reinstated to a contingency position on their unit, if available, or will have the option to post for other vacant positions for which they may be qualified. If the RN is unsuccessful in securing a position within twenty-eight (28) days from the conclusion of their leave, they shall be considered terminated and, upon return at a later date, shall be considered a new hire for all purposes.

11.6 Leave for Association Business

A. An RN who is an elected officer of the Association and who is required to be absent from work for official Association business shall, subject to the operational needs of the Hospital, be granted a leave of absence without pay (except as provided in Article 11.8 of this Agreement) and without loss of status, for a period not to exceed twelve (12) months. If the leave granted is thirty (30) days or less, the position of the RN shall be held open for the duration of the leave. For leaves in excess of thirty (30) days but less than twelve (12) months, the RN will upon request be reinstated to their former position within twenty-eight (28) days from the conclusion of such leave, if such position is available, or if such position is unavailable, to a comparable open position. If, upon expiration of such leave, the RN refuses reinstatement to their former or comparable open position, they shall be terminated and, upon return at a later date, shall be considered a new hire for all purposes.

RNs returning from a leave in excess of thirty (30) days shall be reinstated in an available position in nursing for which they are qualified. In the event that position is not the RN's former position, the following guidelines will apply:

The RN shall be permitted opportunity to apply into their former comparable position for a period of one year from the date of return. The option may be exercised only once during this year's time frame. For the purposes of this paragraph the RN's former comparable position shall be defined as a position on the same unit which the RN left and one of the following two options being the same as the former position--same shift or same number of hours. It is the RN's responsibility to be aware of and exercise this option for positions.

If, upon expiration of such leave, the RN refuses reinstatement to their former or comparable position, they shall be terminated and, upon return at a later date, shall be considered a new hire for all purposes.

B. An RN who is elected by the Staff Council to serve on the Association's House of Delegates and Board of Directors and who is required to be absent from work to attend House of Delegate meetings or Board of Directors meetings will be granted a leave of absence without pay (but may elect to use benefit time) and without loss of status, subject to the following:

1. The RN must submit a request for leave to her Clinical Director or designee and the Nursing Administration Office as soon as possible, but in no event later than forty-five (45) days prior to the date of the leave;
2. requests for leave shall not be unreasonably denied;
3. RNs collectively shall be limited to forty (40) days of leave per calendar year (for example, one (1) RN may take up to a maximum of forty (40) days; two RNs may take a maximum of up to forty (40) days collectively); and
4. no more than five (5) RNs per calendar year will be allowed to take leave under this section B (no more than one (1) per department).

C. An RN who is elected by the Association to serve as a delegate to the officially designated national governing body of which the Association is a member, and who is

required to be absent from work to attend delegate meetings will be granted a leave of absence without pay (but may elect to use benefit time) and without loss of status, subject to the following:

1. The RN must submit a request for leave to her Clinical Director or designee and the Nursing Administration Office as soon as possible, but in no event later than forty-five (45) days prior to the date of the leave;

2. requests for leave shall not be unreasonably denied;

3. the RN shall be limited to four (4) days of leave per calendar year; and

4. no more than two (2) RNs per calendar year will be allowed to take leave under this section C (no more than one per department).

D. Staff Council will maintain and provide an updated list of current elected officers of the Association and MNA (and officially designated national governing body) delegates to the Nursing Administration Office.

E. All requests for time off for Association business under this Article 11.6 will be routed to the Clinical Director or designee and then the Nursing Administration Office for approval.

11.7 Educational Leave

A. Leave of absence for education purposes may be granted in the discretion of the Hospital for a period of up to one (1) year or for two (2) consecutive one year periods, subject to the operational needs of the Hospital.

B. To qualify for such leave, the RN must make application for such leave at least thirty (30) days prior to the commencement of such leave.

C. To be eligible for such leave, the RN must provide evidence of program acceptance, and must specify in the application the intent to enroll in and actively pursue a state-approved nursing program whose purpose is to enhance the RN's job-related skills. Requests for leave to pursue a program other than a State-approved or accredited nursing program may be granted provided the RN demonstrates that pursuit of such program will enhance the individual's job related skills and/or enhance the individual's value to the Hospital and, further provided that the individual provides adequate information on the location of the program, the course content and educational objectives of the program.

D. While on such leave, the RN must be enrolled in and actively pursuing the program for which such leave was authorized and must submit official transcripts of grades to the Human Resources Department of the Hospital at the close of each school year during the period of such leave. At the conclusion of the program, the RN shall to the extent possible also provide the Hospital an evaluation from the program director, or their designee, as to the RN's participation and attainment of program objectives.

E. An RN who fails to comply with the requirements specified in Subsection D above will have their leave canceled and may be terminated from employment.

F. Upon satisfactory completion of such educational leave, the RN shall within twenty-eight (28) days from such time be reinstated to their former position of employment, if such opening is available or, if unavailable, to an open comparable position. If, upon expiration of such leave, an open higher level position exists for which they are qualified, they shall be offered such higher level position. If the RN fails to accept reinstatement to their former, comparable or higher level position as the case may be, their employment shall be terminated, and upon return, at a later date, shall be considered a new hire for all purposes.

G. RNs returning from a leave in excess of thirty (30) days shall be reinstated in an available position in nursing for which they are qualified. In the event that position is not the RN's former position, the following guidelines will apply:

The RN shall be permitted the opportunity to apply into their former comparable position for a period of one year from the date of return. The option may be exercised only once during this year's time frame. For the purposes of this paragraph, the RN's former comparable position shall be defined as a position on the same unit which the RN left and one of the following two options being the same as the former position--same shift or same number of hours. It is the RN's responsibility to be aware of and exercise this option for positions.

11.8 General Conditions

A. Available accrued vacation/PTO must be used during a personal business leave, a seasonal leave, an educational leave of any duration, or a leave for Association business in excess of seven (7) consecutive days.

B. Except as otherwise provided in this Agreement, RNs on leaves of absence shall not be entitled to continued benefit coverage during the period of such leaves.

ARTICLE 12.0 - STRIKES AND INTERRUPTIONS

12.1 The parties of this agreement mutually recognize that the services performed by the RNs covered by this agreement are services essential to the public health, safety, and welfare. The Association, therefore, agrees that there shall be no interruption of these services for any reason whatsoever by the RNs it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Hospital's premises.

12.2 It is also agreed that the Association, its members, its affiliates, or members of the bargaining unit will not cause, support, encourage, or condone, nor shall any RN or RNs concertedly take part in action against or any interference with the operations of the Hospital such as a strike, work stoppage, sit down, slow down, curtailment of work, or any picketing, patrolling or demonstrations during the term of this agreement. It is further agreed that members of the bargaining unit will not honor any strike or picket established by another labor organization at the Hospital premises, but will continue to work notwithstanding any such strike or picketing.

12.3 Nothing contained in this section shall result in the discipline or discharge

of any RN who refuses to cross such picket line if such refusal is occasioned solely by a reasonable and good faith belief that crossing such picket line will result in violence to person or property. Furthermore, RNs working behind any such picket line or during any such strike will exert their best effort in maintaining quality patient care. However, no RN may be required to perform other than normal nursing responsibilities.

12.4 Any RN violating the provisions of this article shall be subject to disciplinary action or discharge, in the discretion of the Hospital. Only questions of fact regarding a violation of this article and a RN's participation in such violation shall be subject to the grievance procedure.

12.5 When the Association receives notice that any strike, sit down, work stoppage, or any other act that constitutes a violation of this article is occurring or is threatened, the Association shall take immediate, positive, action to stop or prevent the same. Among other things, the Association will immediately dispatch to the Hospital such officer or person with sufficient authority to terminate or prevent any violation of this article. The Association will advise and confirm to all RNs participating in the violation that they are subject to summary discharge. The Association will take any further or additional steps as may appear to be required to terminate or prevent any violation.

12.6 When it appears to the Hospital that the Association is unwilling or unable to terminate or prevent any violations of this article, the Hospital may take such action as is necessary to maintain normal Hospital service for the community. The Hospital reserves all of the legal rights and remedies which may be available to it against the Association for breach of this agreement.

12.7 The Hospital will not lock out any RNs during the term of this agreement.

ARTICLE 13.0 - NURSING DEPARTMENT COMMUNICATION SYSTEM

13.1 To facilitate communication between the parties and to resolve mutual problems, the following has been established:

- Channels of Communication
- Partners in Change Committee

13.2 Channels of Communication

The parties recognize the traditional relationship and channels of communication that exist between professional RNs and their supervisor. This system allows for the relaying of information, professional knowledge, and resolution of problems. The format provided within the Hospital structure includes one-to-one communication, unit meetings, committee/council meetings, inservices and/or conferences. RNs participating in these meetings shall be compensated at their regular rate of pay.

ARTICLE 14.0 – SPECIAL CONFERENCES

In the interest of good communications and to cultivate and achieve mutual understanding and cooperation, Special Conferences will be held at the request of either party hereto to exchange ideas and information on special situations relating to the administration and implementation of this Agreement. Such meetings shall be scheduled at the convenience of both parties within fourteen (14) days of the initial request for a special conference.

ARTICLE 15.0 – PARTNERS IN CHANGE COMMITTEE

A. The purpose of the Partners in Change Committee is to investigate, study, and discuss problems affecting labor-management relations including contract administration issues in a sincere attempt to find solutions to common problems and to strive to improve our basic relationship.

B. The Partners in Change Committee may also have as its purpose to investigate, study and discuss issues such as, but not limited to, the following:

1. Any concerns with the current patient care delivery model
2. Assess whether the delivery system is meeting mutual goals and objectives regarding quality patient care
3. Consider evidence-based suggestions and/or recommendations for improving and/or changing the system, utilizing the following standards:
 - a. System is timely and responsive for maintaining patient care
 - b. System is cost effective
 - c. System provides for the lowest possible use of overtime
 - d. System makes predominant use of regular RNs
 - e. System provides for reasonable access to paid time off (i.e. vacation/PTO)
 - f. System is easy to use
 - g. System provides for appropriate allocation and delegation of duties between and among team members, including Charge Nurses, RNs, LPNs and Care Aides
 - h. System provides for appropriate use of skills and competencies of team members
 - i. System advances and promotes patient satisfaction
4. Consider procedures and policies relative to the care delivery model to assure that they are effectively communicated to all concerned.
5. Consider adjustments to staffing patterns and plans including, but not limited to: variable shifts, staggered schedules, excess use of overtime and low need days, expansion of staffing pool, use of stat nurses, mandatory floating and standby, and use of hourly rounding.

6. Review, on a quarterly basis, the contingency hours, unit composition, nursing care hours and overtime hours by unit. The validation of a unit's nursing care hours per patient day may also be addressed.

7. Consider guidelines for possible consolidation, relocation or elimination of units, or creation of new units, with possible referral of issues to other committees/councils where appropriate.

8. Consider guidelines for conducting work flow analyses designed to study and improve the effectiveness of the patient care delivery model.

9. PICC shall also be responsible for reviewing all ADO forms that have been filed in the previous month in an effort to identify recurring patient care and/or other safety issues. The management team is responsible for addressing patient care and/or other safety issues identified by PICC.

C. Members of the Committee shall consist of an equal number of representatives from Staff Council and Hospital nursing Management. Permanent members of the committee shall include the Staff Council President, the Chief Nursing Officer, five additional RNSC members selected by the RNSC, and five additional nursing managers selected by the Hospital. The Director of Human Resources (or designee) and/or a representative of the Association may join as guests.

D. Procedures to be followed by the Committee shall be as follows:

1. Each party shall designate a co-chairperson of the Committee.

2. Agenda items for the next meeting will be established at the prior meeting. Additional items for the agenda should be submitted prior to the meeting. Matters to be discussed in these meetings shall be confined to those included in the agenda unless additional items are agreed upon by both parties.

3. Unless mutually agreed otherwise, the Committee shall meet at least once monthly, and scheduled for two (2) hours.

Minutes for such meeting will be transcribed by the Committee secretary and submitted to each chairperson for review. Approved minutes of the meetings will be distributed to committee members.

4. Committee members released from work shall suffer no loss of pay while in attendance at such meetings and Committee members not scheduled to work at the time of the meeting shall be compensated in accord with the provisions of the contract.

5. Resolutions to problems presented shall be made by the consensus of the Committee. No decision will be made unless a quorum (at least 50% of each parties' permanent members) is present. Whenever consensus of the Committee members is reached, they shall meet with management and staff individuals from each affected unit or department to discuss how to best adapt to changes in the patient care delivery system and/or changes to existing patterns

and plans to meet the patient needs of their specific area. Resolutions will be memorialized in writing and maintained by the Union and the Hospital. Any decision or resolution made by the Committee will be memorialized and signed by the parties before adjourning the meeting.

6. This Committee may also allocate or refer one or more of the functions listed in A or B above to other appropriate committees or councils.

E. Nothing contained in this article shall be interpreted to require the Hospital or the Association to agree to any proposal or to alter or modify any term or condition of this Agreement without the mutual agreement of the parties.

F. Neither the Association nor any RN shall have the right to grieve over any matters contained in this article except if it involves a failure or refusal of either party to comply with any term of this agreement.

G. The Union and the Hospital PICC members shall participate in two days of joint training designed and conducted by the Federal Mediation and Conciliation Service following ratification of this Agreement. Recurrent annual training of one day will be conducted by the FMCS. Participation in such training by PICC members will be paid at the employee's regular hourly rate.

ARTICLE 16.0 - GRIEVANCE PROCEDURE

16.1 Definition of a Grievance

The term "grievance" for the purpose of this agreement means a claim, reasonably founded, of an alleged violation of this agreement. RNs shall not suffer any form of retaliation for filing a grievance or otherwise participating in the grievance process. Such grievance may be initiated by an aggrieved RN/RNs, and in the case of a class action, may be grieved by the Association Representative, Chief Grievance Steward, or his/her designee, acting on their behalf.

16.2 Steps of the Grievance Procedure

Grievances shall be processed as follows:

Step 1: Formal Grievance Process

The RN must present the Grievance Form in person and in writing to her Clinical Director or authorized management designee not later than ten (10) days after the date of the event giving rise to the grievance. If the RN could not have known of such event at the time it occurs, then such grievance must be presented within ten (10) days from the date it reasonably should have been known. The grievance shall specifically refer to the provision(s) of the agreement alleged to have been violated and shall set forth the known facts in support of the alleged violation, the relief sought, and shall be on a grievance form mutually agreed upon by the parties.

The Clinical Director and a Human Resources representative or other appropriate member of management or their designees shall meet with the aggrieved RN and a Staff Council

Representative within seven (7) days of receipt of said grievance. Such meeting may be waived by mutual consent. The Clinical Director or designee shall answer the grievance in writing within seven (7) days after such meeting or, where no meeting is held, within seven (7) days after receipt of such grievance. If the Clinical Director or designee is able to resolve the grievance, a signed confirmation shall be executed thereby closing the matter. Failure of the Clinical Director or designee to timely respond to the grievance shall automatically advance the grievance to Step 2.

Step 2

If the Step 1 answer does not resolve the grievance, the Chief Grievance Steward or designee may submit an appeal within seven (7) days of receipt of the Step 1 answer. The appeal shall be in writing to the Director of Human Resources, and shall include a statement by the grievant of the unresolved issues regarding the grievance. The Director of Human Resources and the Chief Nursing Officer shall meet with the aggrieved RN and Staff Council Representative, and at the Staff Council's option, a labor relations representative of the Association, during the regular monthly grievance meeting. Such meeting may be waived by mutual consent. The Director of Human Resources shall answer the grievance in writing within seven (7) days after such meeting or, where no meeting is held, seven (7) days after receipt of such grievance. If the Director of Human Resources and Chief Nursing Officer is able to resolve the grievance, a signed confirmation shall be executed thereby closing the matter.

Step 3

If the grievance is not satisfactorily resolved at Step 2, the parties may, as an option, jointly request the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator to mediate the grievance. Such request should be made within thirty (30) days following the Association's receipt of the Step 2 answer. The mediator shall have no authority to resolve the dispute, but may make a non-binding recommendation to both parties regarding the appropriate resolution of the grievance.

Step 4

If the grievance is not satisfactorily settled by the foregoing procedure, the Hospital or the Association may file a demand for arbitration within thirty (30) days following the Association's receipt of the Step 2 answer or in the event of mediation, within thirty (30) days following the mediator's recommendation. The arbitrator shall be selected from a list or lists supplied by the FMCS within thirty (30) days of receiving the list.

In the event either party is dissatisfied with the names appearing on the initial panel list, such party may request a second panel. Where a satisfactory list is received, the Employer shall first strike a name from the list in the first case and the Association shall strike first in the second case. Thereafter, the parties shall rotate striking the first name. The parties shall alternate striking names until one name remains. That person will be the neutral arbitrator.

The Arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this agreement. The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this agreement.

Each party shall furnish to the Arbitrator and to the other party whatever facts or

materials the Arbitrator may require to properly weigh the merits of the grievance.

The Arbitrator's expenses and charges for his services shall be shared equally by the parties.

The Arbitrator's decision shall be final and binding and shall have such precedent effect as future arbitrators or courts may deem appropriate.

16.3 Rules of the Grievance Procedure

A. In no event shall the Hospital be liable for back pay for any period prior to thirty (30) days preceding the day on which the grievance is submitted in writing. Back pay shall be the amount of wages the RN would have earned from the Hospital, less any amount received from other employment, self-employment and/or unemployment compensation. The RN found to have been discharged without just cause may be required by the Hospital to provide proof she was diligent in seeking substantially equivalent employment as a condition to being made whole where such remedy is ordered by the Arbitrator.

B. For the purposes of the grievance procedure, a day shall be deemed to mean Monday through Friday, excluding holidays, and the day on which the action is taken shall not be part of the time limit provided. In addition, the Employer's response at any step of the grievance process shall be deemed received in accordance with the following: If by personal delivery, then as of the date of delivery; if by U.S. mail, then within three (3) days after deposit in the mail; and if by fax or e-mail, then as of the date of faxing or e-mailing.

C. The time limit at any step of the grievance procedure may be extended by mutual agreement of the parties' representatives at that step. If a grievance advances to Step 4 due to the Hospital's failure to provide a timely response at Step 2, the time limits for filing for Arbitration with FMCS will be extended by the total of (1) the number of days the Step 2 answer is late, plus (2) 30 days. (By way of example, if the Step 2 answer is submitted 10 days after the deadline set forth in Step 2, the Union shall have 40 days to file for arbitration instead of 30 days.)

D. In the absence of any of the parties specified to participate at any step, such party may designate an alternate to act in their place. The name or names of such designees shall be promptly furnished in writing to the other party in any case where the named representative is unable to serve. However, the failure of the grievant to participate at any step in the process shall be considered abandonment of the grievance by the grievant.

E. When a grievance discussion and/or investigation with Hospital management takes place during the working hours of the grievant or Staff Council representative employed by the Hospital, and their presence is reasonably required for such purposes, they will, upon request to their immediate Supervisor, be allowed to leave work as soon as they can be spared therefrom as determined by their Supervisor. They shall be paid at their regular rate of pay for work hours so lost as a result of such investigation or discussion. Employees shall have the right to be represented by the union at all steps of the grievance procedure. A Staff Council representative attending a grievance meeting with management during his or her regular work hours shall be paid for such time at his or her regular rate of pay. Any investigation or preparation

of grievances by a Staff Council representative shall be conducted on the non-working time of all involved unless otherwise agreed.

F. Any grievance settlement arrived at is final and binding upon the Hospital, Staff Council, the Association, and the grievant(s).

G. All grievance discussions, investigations, or proceedings, shall be conducted in such manner and in such areas of the Hospital so as to assure that there will be no disruption, disturbance or interference with normal Hospital operations or atmosphere.

H. The grievant shall have the right to be present at all steps of the grievance procedure.

I. Any grievance which affects the entire bargaining unit or which affects either an entire nursing unit or an entire shift may be processed by the Staff Council as a class action grievance and filed at Step 2 of the grievance procedure. Such grievances must be submitted within ten (10) days after the date of the event giving rise to the grievance or within ten (10) days after the Chief Grievance Steward became aware of such event, whichever is later. Grievance meetings held for the purpose of discussing class action grievances shall not exceed five individuals per party, unless otherwise mutually agreed.

J. Grievances involving the discharge of an RN or retaliation for filing a grievance shall be filed at Step 2.

K. The parties may by mutual agreement advance any grievance to any successive step of the grievance procedure and waive any step in the grievance procedure.

L. The Arbitrator is empowered by the parties to resolve any disputes arising under this agreement regarding the arbitrability of any grievance. Any decision by the Arbitrator shall only serve as precedent for the precise facts and circumstances presented in such proceeding.

M. At all steps throughout the grievance process, the original grievance form shall be provided to the Chief Grievance Steward or designee, with copies to be provided to the persons identified on the grievance form mutually agreed upon by the parties. Original grievance responses shall not be sent through the Hospital mail.

N. A bi-monthly grievance meeting, for purposes of hearing Step 2 grievances, shall be scheduled on a day mutually agreed upon with the Chief Nursing Officer, Director of Human Resources, Staff Council President, and Staff Council grievance chair. In the event there are no grievances to hear, the meeting will be cancelled. These meetings will generally be held on the second (2nd) and fourth (4th) Wednesday of each month.

ARTICLE 17.0 - COUNSELING

RN counseling and the use of counseling forms are intended to bring an issue or concern to the RN's attention for the purpose of improving the RN's performance. As such, employee counseling forms are not part of the discipline process and not subject to the grievance

procedure. If requested, the RN shall be entitled to have a union representative present at any discussion regarding any potential counseling they may receive.

Employee counseling forms are not to be utilized in evaluating candidates for promotions/transfers. After one year from the date the counseling form was issued and upon written request from the RN, the written counseling shall be removed from the RN's personnel file and returned to the RN.

ARTICLE 18.0 - DISCIPLINE

18.1 Any authorized representative of Hospital management may discipline or discharge an RN for just cause. Where appropriate, disciplinary action shall be corrective rather than punitive and may, depending on the seriousness of the offense, consist of a verbal warning, written warning, final written warning, suspension or discharge. At any level of the disciplinary process, the affected RN will be informed that the purpose of the meeting is disciplinary and that they may request to have a union representative present at the meeting.

18.2 If requested, the RN shall be entitled to have a Staff Council representative present at any interview with a management representative(s) when the RN has a reasonable basis to fear discipline at such review. The Hospital will release the grievance chair and/or the Staff Council president and will compensate them at their regular rate for the time spent in the meeting or review.

18.3 The Grievance Chair will be provided with a copy of all disciplinary actions within three (3) business days of the discipline, unless the RN who was disciplined requests that it not be disclosed.

ARTICLE 19.0 - DRUG AND ALCOHOL TESTING

19.1 The parties agree that it is in the interest of the community, the Hospital, the patient, the RN and the profession to maintain a safe and healthy working environment. To that end the Hospital has adopted a policy which recognizes, among other things, that the possession, use or sale of illegal drugs or alcohol in the workplace poses an unacceptable risk to the safety and well being of patients and RNs.

19.2 It is the intent of the parties to make every effort to treat the problem of drug or alcohol abuse constructively and on an individual basis. The parties further agree that the principal purpose of the policies and protocols are to encourage RNs suffering from alcohol or drug abuse to seek treatment and rehabilitation.

19.3 In administering such policy, the parties further recognize and acknowledge the following principles:

(A) That all RNs irrespective of duty or responsibility have a duty to report to work in an unimpaired condition;

(B) That RNs suffering from alcohol or drug abuse should be encouraged to seek appropriate treatment and seek assistance through HPRP or other qualified programs;

(C) That the results of any drug or alcohol test will be maintained on a confidential basis; and

(D) That testing will be conducted in such a way as to assure accuracy and confidentiality of the results. Accordingly, testing will be done at an unaffiliated laboratory and in accordance with state, federal, and industry standards. When a bargaining unit RN is subject to drug testing, management will inform the RN that they have a right to have a union representative present at the meeting.

19.4 Wasting Narcotics

(A) Any wasting of narcotics will be done in a safe and professional manner to ensure the health and safety of Hospital staff and to comply with all local, state, and federal laws.

(B) All wasting of narcotics will be done with both parties who are licensed in the State of Michigan (RN, Physician, etc.)

ARTICLE 20.0 - CHANGES IN PERSONNEL RECORDS

20.1 Each RN covered by this agreement shall have the personal responsibility to keep the Hospital advised of any changes in name, preferred name, preferred pronoun, address, telephone number, personal e-mail address, and number of dependents and other changes which may affect taxes or social security coverage.

20.2 Such changes shall be reported to the Human Resources Office in writing on forms provided by the Hospital, as soon after the change occurs as possible. The Hospital shall rely upon the last information provided by an RN and shall have no responsibility for failure of an RN to promptly report any of the above changes.

ARTICLE 21.0 - ANTI-DISCRIMINATION

21.1 The Hospital and the Association agree that neither party will enforce or apply the terms of this agreement in a manner which discriminates against RNs covered by this agreement in violation of any Federal or State law or regulation.

21.2 Whenever reference is made in this agreement to the female pronoun, she, her, etc., it is intended and shall be deemed to include reference to the equivalent male pronoun, he, him, his, etc. and non-binary pronouns they, them, theirs.

ARTICLE 22.0 - EFFECT OF THIS AGREEMENT

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 and matter not removed by law from the area of collective bargaining. Accordingly, it is agreed that the entirety of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement and all attachments thereto and constitute the entire agreement between the parties. Unless specifically so provided in this agreement to the contrary, all past practices, verbal agreements or grievance settlements not reduced to writing shall not be binding on either party. In addition, no future grievance settlements will be relied upon by the parties unless that grievance settlement has been reduced to writing and executed by the parties.

ARTICLE 23.0 - VOLUNTEER SERVICE ORGANIZATIONS AND WORKERS

The Association recognizes that volunteer organizations and workers perform services in the Hospital which are valuable and necessary contributions to the welfare of patients and to the operation of the Hospital, and that such services in no way interfere with or conflict with the duties or privileges of employment of RNs. The Hospital shall continue to have the right to use all services of such nature and neither the Association nor RNs shall interfere in any way with the activities or duties of any such volunteer service organization or workers.

ARTICLE 24.0 - TERMINATION OF EMPLOYMENT

24.1 At least four (4) weeks written notice of termination of employment shall be given by a registered professional nurse.

24.2 At least four (4) weeks notice of termination of employment shall be given to a RN by the Hospital. This provision shall not apply to probationary RNs or disciplinary discharge.

ARTICLE 25.0 - POSTING NOTICES OF VACANCIES

25.1 When the Hospital elects to fill a vacancy for a position covered by this agreement, the Hospital will post an appropriate notice on the Hospital's website. Such notice shall be posted for a period of no less than five (5) days, excluding Saturdays, Sundays, and holidays before the position is filled. RNs interested in applying for any vacancy are directed to submit an application online.

25.2 Except as otherwise provided herein, any RN covered by this agreement who is qualified for an open position and has completed the probationary period (as defined under Article 7 - Definition of Employee Status) in their current position may apply for the position. Preference will be given to qualified internal candidates on that unit, who shall be interviewed first. If none of the internal candidates on that unit are qualified and/or selected, the Hospital shall then interview qualified internal applicants from other units. If no qualified RNs employed by the

Hospital apply for such opening, the Hospital may fill the opening by hiring a new RN. The Hospital will attempt to complete the selection process within fifteen (15) business days.

25.3 Once an RN has posted to, and been accepted for such posted position within another department, the transfer shall be made no later than the start of the pay period closest to six (6) weeks from the date of selection.

Once this transfer has been effected, the RN may not repost for open positions in a different department prior to a period of twelve (12) months from the date of the transfer. Exceptions may be made by mutual agreement of an authorized representative of Staff Council and the Director of Human Resources or designated representative.

25.4 If two or more RNs apply for the same opening and both meet the minimal qualifications set for the position, the opening shall be awarded to the most qualified RN. The Sr. Executive for the department or designee member of management shall determine who is the most qualified RN based on the following criteria: work record, education (formal and informal), experience, ability, and other criteria which is valid for the position. If two (2) or more RNs who apply for the same vacancy are equally qualified, the position shall be awarded to the RN with the most bargaining unit seniority.

25.5 The electronic listing of all RN postings shall be updated continuously on the electronic job posting site so that the information is kept current. The Staff Council President will be provided with the names of the successful candidates for the vacant, posted positions within 10 business days of the position being filled.

25.6 Notwithstanding anything to the contrary herein, management may transfer or place RNs into vacant or newly created positions when it believes it is necessary to do so to comply with any federal or state law or regulation including the Americans With Disabilities Act, and the state workers' compensation statute.

25.7 Postings will contain, at a minimum, the following information:

- A. Date of posting
- B. Name of Position
- C. Shift
- D. Department
- E. Pointage

ARTICLE 26.0 - TEMPORARY ASSIGNMENTS

26.1 Temporary assignments are postings used to maximize the use of bargaining unit RNs to fill temporary staffing needs. Temporary assignments shall be for greater than or equal to the number of hours of the RN's current position. These assignments will be no less than thirty (30) days. Exceptions will be made only in writing by mutual consent of both parties.

26.2 Once posted hospital wide, if two or more RNs apply for the temporary assignment, the opening will be awarded based on the following guidelines:

- A. preference will be given to regularly scheduled RNs over contingency RNs
- B. the availability to be released from their current department
- C. the qualifications of the candidates for the position
- D. the lost time incurred by the candidate(s)

All else being equal, the most senior qualified RN will be awarded the assignment.

26.3 RNs working in temporary assignments will be eligible to post for regular positions during this assignment. The transfer date of the temporarily assigned RN into the posted regular position will be determined based on circumstances.

26.4 RNs in temporary assignments are guaranteed to return to their prior position and status upon expiration of the assignment.

ARTICLE 27.0 - LAYOFF AND RECALL

27.1 Layoff

A. The Hospital has the right to layoff RNs to the extent the Hospital determines to be necessary.

B. In the event it becomes necessary to reduce the size of the Hospital's work force, the Hospital will notify the Association of such prospective layoff and, if requested, meet with the Association to discuss the effect of such a layoff on unit RNs. Nothing herein shall preclude or postpone Hospital implementation or such layoff under the terms agreed upon in this article, notwithstanding that such layoff occurs during the pendency of meeting or discussion between the parties.

C. In the event layoff becomes necessary within any unit or department of the Hospital, the Hospital shall initially seek volunteers for such layoffs. Full and part time RNs with the greatest seniority shall be given priority in taking a voluntary layoff, provided the RNs remaining possess the qualifications, skill and ability necessary to perform the work normally performed by the senior RNs without additional training. Should further reductions be necessary, temporary RNs and non-bargaining unit contingency staff RNs within the unit shall be laid off next. Should further reductions become necessary, non-bargaining unit probationary RNs, bargaining unit contingency, bargaining unit probationary RNs and irregular part-time RNs within the unit shall be laid off in that order.

D. Should additional reductions be necessary, RNs shall be laid off in reverse order of their bargaining unit seniority within the department, providing the RNs who remain, in the opinion of the Chief Nursing Officer, or designee, possess the qualifications, skill, and ability to perform the work in that department without additional training.

E. In the event an RN is subject to layoff in their department and a posted vacancy exists in another department, such RN shall have the option of transferring to such position. In the event two or more RNs seeking such positions are equally qualified, they shall be assigned in accordance with the bargaining unit seniority with the highest senior person being placed first. For purposes of this paragraph, a vacancy shall be deemed to exist in any job classification in which an unfilled posted vacancy exists or a temporary, probationary, or contingency RN is employed. An RN designated for layoff shall be given preference to fill any posted vacancy. Any RN who elects not to transfer into such vacant position shall be laid off.

F. In the event there is no available vacant position into which an RN subject to layoff can be transferred, such RN may exercise one of the following options:

1. Accept the layoff with the right to recall as specified in the Recall paragraph of this article or
2. Seek to bump the least senior bargaining unit RN.

G. Any RN who desires to exercise the option to displace another RN in lieu of accepting a layoff must notify the Hospital of the desire to displace within twenty-four (24) hours after notice of layoff. Failure to give timely notice shall result in the forfeiture of this option.

27.2 Recall

A. Recall from layoff shall be made in the reverse order of layoff, provided the RN possesses, in the judgment of the Chief Nursing Officer, or designee, the qualifications, skill and ability to perform the available work.

B. Notice of recall may be given in person, by telephone or by certified mail. If the RN fails to report to work when notified to do so by the starting time of their shift of the fifth (5th) day after such notice is received, they shall be deemed to have terminated employment at the Hospital. Such reporting period may be extended on an individual basis only by mutual agreement by the parties.

27.3 Temporary Layoff

A. A temporary layoff is defined as a reduction in work force for a period of time of not less than 10 calendar days but not more than 30 calendar days.

B. In the event a temporary layoff is anticipated, the Hospital will notify the Staff Council/Association of such prospective layoff. If staff council/Association makes a timely request (within 48 hours) for a meeting to discuss the effect of such layoff on unit(s) RNs, the parties will immediately meet. During such meeting, the parties may consider the possibility for a

unit(s) meeting to discuss options in lieu of a temporary layoff. Such unit(s) meeting will be held promptly.

C. In the event a temporary layoff becomes necessary, volunteers from the affected unit(s) shall initially be sought. Full and part time RNs with the greatest seniority shall be given priority in taking a voluntary layoff, provided the RNs remaining possess the qualifications, skill and ability necessary to perform the work normally performed by the senior RNs without additional training. Should further reductions be necessary, temporary RNs and non-bargaining unit contingency staff RNs within the unit shall be laid off next. Should further reductions become necessary, non-bargaining unit probationary RNs, bargaining unit contingency, bargaining unit probationary RNs and irregular part-time RNs within the unit shall be laid off in that order.

D. Should additional reductions be necessary, regular part-time and full-time RNs shall be laid off in reverse order of their bargaining unit seniority within the department(s), providing the RNs who remain, in the opinion of the Sr. Executive, or designee, possess the qualifications, skill, and ability to perform the work in that department without additional training.

E. If the layoff is anticipated to exceed the initially anticipated timeframe, the parties shall meet and determine whether to extend the temporary layoff or to implement the layoff language in Article 27.1.

In the event the affected staff are needed to return to work prior to the anticipated end date of the temporary layoff, RNs will be recalled from layoff in the reverse order of seniority, provided the RN possesses, in the judgment of the Sr. Executive or designee, the qualifications, skill and ability to perform the available work. Notice of recall may be given in person, by telephone or by certified mail. If the RN fails to report to work when notified to do so by the starting time of their shift of the fifth (5th) day after such notice is received, they shall be deemed to have terminated employment at the Hospital. Such reporting period may be extended on an individual basis only by mutual agreement by both parties.

ARTICLE 28.0 - CHANGE IN UNIT STRUCTURE

In the event it is determined necessary to permanently consolidate, close units, or make new units, the Hospital will notify the Staff Council of its intent. Absent emergency circumstances, the Hospital will attempt to provide the Staff Council with 14 days' advance notice of any such action. Upon request, the parties will promptly bargain in good faith over its impact on the bargaining unit. This is not intended to postpone Hospital implementation of these possible measures should it be necessary to do so pending the completion of these discussions.

ARTICLE 29.0 - SENIORITY

29.1 Definition

A. Hospital seniority is defined as the length of time an RN has been continuously employed by the Hospital from the last date of hire.

B. Bargaining unit seniority is defined as the most recent date of hire or transfer of an RN into the bargaining unit.

C. The Hospital will prepare and periodically update a bargaining unit seniority roster quarterly in an Excel spreadsheet. A copy of such list shall be supplied to MNA and Staff Council and shall be controlling with the respect to disputes regarding seniority unless written objection is made to such list within ten (10) days following receipt of such list.

29.2 Accrual of Seniority

A. An RN's Hospital seniority shall commence after completion of their probationary period and shall be retroactive to the most recent date of hire.

B. Seniority shall continue to accrue during paid leaves of absence and during any layoff up to, but not in excess of, twelve (12) months.

29.3 Loss of Seniority

A. An RN's seniority and/or employment relationship with the Hospital shall terminate if:

1. The RN resigns, retires or quits.

2. The RN is discharged for cause and is not reversed through the grievance procedure.

3. The RN fails to return to work at the termination of an authorized leave of absence or vacation unless such failure to return is beyond the control of the RN.

4. The RN is absent from work for three (3) consecutive days without prior notice to the Hospital and without satisfactory reason for such absence, unless such failure to notify is due to circumstances beyond the control of the RN.

5. The RN fails to return to work upon recall from layoff five (5) calendar days after receipt of notice of recall, provided such notice is given at the last known address of the RN on file with the Hospital and, further provided, such failure to return is beyond the control of the RN. In the event the RN claims that failure to return was beyond their control within the meaning of paragraphs 3, 4, or 5, the RN shall be required to provide documentation showing it was not possible to notify the Hospital through any means of communication.

6. The RN is absent due to a non-occupational illness or injury for a

period of one (1) year or the length of the RN's bargaining unit seniority, whichever is less. In the case of an occupation illness or injury, such a period shall be fifteen (15) months.

7. The RN is laid off and not recalled for a continuous period of two (2) years from the date of the layoff, whichever is shorter.

B. An RN's bargaining unit seniority will terminate one year following an RN's acceptance of a permanent non-bargaining unit position. In the event the RN returns to a bargaining unit position within one year, their bargaining unit seniority date shall be restored – provided they were continuously employed by the hospital during the period they were in a non-bargaining unit position.

29.4 Application of Seniority

A. Hospital seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor in determination of such benefits under this agreement.

B. In the case of layoffs, recalls, vacation requests, and requested days off, bargaining unit seniority for those RNs within the department shall apply.

C. Bargaining Unit seniority shall apply in other instances.

D. In the event two or more RNs have the same seniority date, the RN(s) with the greater total number of worked hours in the previous calendar year shall be deemed to have greater seniority.

ARTICLE 30.0 – SAFETY AND WORKPLACE VIOLENCE

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

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

30.3 The Staff Council will notify the Director of Human Resources of its members selected to serve on the Safety Committee to assure that concerns of the Staff Council/Association are addressed. The Safety Committee shall be comprised of at least the following members:

The Risk Manager

RNs from the following units:

ED

Psych

An RN from the inpatient units (ICU, Cardiac, Med/Surg, Neuro/Ortho/Peds/Rehab)

A Member of the RN Staff Council Executive Team

The CNO or DON

30.4 The Safety Committee will meet monthly to review workplace safety issues including but not limited to ergonomics, hazardous materials, and environmental exposures, workplace injuries, and workplace violence/abuse. Minutes of the Safety Committee meeting will be distributed to each unit. Where appropriate, a follow up letter will be sent to individuals involved or impacted by issues addressed by the Safety Committee.

30.5 RNs participating on the Safety Committee shall be compensated at their regular rate of pay while attending a meeting or participating in an investigation for the Committee.

30.6 The parties are committed to maintaining an environment that is safe and free from violence and will not tolerate violent or threatening behavior. All hospital community members share the responsibility and are expected to maintain a climate of behavior that does not tolerate acts of bullying, violence, threats and aggression. The Hospital will not tolerate actions that serve to target or intimidate members of our community based on race, ethnicity, gender, gender identity, sexual orientation, religious or political beliefs, national origin or other personal characteristics. The Hospital's Workplace Violence Prevention Plan/Policy shall apply to the bargaining unit.

(A) It is expected that employees experiencing acts of violence or aggression will complete and submit an incident report.

(B) When the Hospital learns of such incidents it will address them promptly by following the chain of command. Depending on the severity of such incident the Risk Manager or Administrator on Call will be notified promptly, to address the incident. Often, this means immediately and, in most cases, within 24 hours.

ARTICLE 31.0 - HOLIDAYS, PERSONAL LEAVE & VACATION (MEMBERS OF THE BARGAINING UNIT PRIOR TO MARCH 25, 2013)

A. Holidays

31.1 For purposes of this section, the Hospital recognizes the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day before Christmas, and Christmas Day.

31.2 After ninety (90) days of employment, each full-time RN who is not scheduled to work on a holiday, shall be paid for eight (8) hours at their regular, straight-time hourly rate for the holiday, provided that they worked their last scheduled work day prior to the holiday and their next scheduled work day after the holiday.

After ninety (90) days of employment, those RNs averaging between forty (40) hours and eighty (80) hours per pay period who are not scheduled to work on a holiday, shall receive the appropriate pro-rata share of the eight (8) hour holiday benefit.

An RN who works the actual holiday, noted above, will receive the holiday benefit even if they do not work their last scheduled day prior to the holiday or their first scheduled day after the holiday.

31.3 (a) After ninety (90) days of employment, each full-time RN who is scheduled to work on a holiday shall be paid two and one-half (2 ½) times their regular straight-time hourly rate for hours actually worked, in lieu of holiday pay described above.

(b) After ninety (90) days of employment each regular part-time RN who is scheduled to work on a holiday shall be paid at one and one half (1 ½) times their regular hourly rate for hours actually worked plus their pro rata share of eight (8) hours of holiday pay.

(c) After ninety (90) days of employment, each irregular part-time RN who is scheduled to work on a holiday shall be paid at one and one half (1 ½) times their regular hourly rate for hours actually worked.

31.4 A regular full-time RN whose vacation period includes a holiday, shall be entitled to holiday pay as described above. If the needs of the Hospital permit, such RN's vacation period may be extended by one (1) day.

31.5 Time off for holidays may be taken within fifteen (15) days prior thereto or within fifteen (15) days following the holiday. In such event, an RN must have worked their last scheduled work day prior to such day taken in lieu of the holiday and their next scheduled work day after such day. For purpose of calculating holiday benefits, the Hospital will not include the pay period immediately preceding the pay period in which the holiday falls. Days off to be taken in lieu of the holiday shall be scheduled by the Clinical Director/Manager consistent with staffing requirements.

31.6 In order to receive holiday benefits, the RN must have received pay within the pay period in which the holiday falls.

31.7 For the Christmas holiday (day before Christmas and Christmas day), the holiday shall begin at 7 a.m. on December 24 and extend to 7 a.m. forty-eight (48) hours later on December 26.

B. Personal Leave Days/Floating Holiday

31.8 All full-time and regular part-time RNs having completed their probationary period and those contingency and irregular part-time RNs who have accrued 1,040

paid hours or more in the previous calendar year shall be eligible to receive three (3) paid personal leave days and one (1) floating holiday or pro rata share thereof in each anniversary year in accord with the following:

During the first year of employment they shall be eligible to request to take no more than one personal leave day and one floating holiday during the second three (3) months of employment or no more than two (2) personal leave days during the third three (3) months of employment. During the fourth three (3) month interval from date of employment, the RN may request to take all of the available paid personal leave days.

In subsequent years of employment after the first year, the RN may request to take eligible personal leave days and floating holiday or pro rata share thereof at any time during each anniversary year.

31.9 Personal leave days/floating holiday must be scheduled with and approved by the supervisor at least seven (7) days in advance, except in cases of an emergency or unforeseen circumstances. The Requested Days Off form must be used when requesting a scheduled PLD/floating holiday.

31.10 Those RNs who regularly work the night shift will receive two (2) additional personal leave days. These two (2) additional personal leave days will be the fourth (4th) and fifth (5th) days taken each anniversary year, provided that the RN has regularly worked the night shift for at least ninety (90) calendar days prior to taking their fourth (4th) and fifth (5th) personal leave days. RNs must continue to work the night shift to be eligible for these additional personal leave days. Eligible part-time night shift RNs will receive a pro rata share of this benefit.

31.11 Personal leave days may not be used during the proper notice period as stated in Article 24-Termination of Employment.

31.12 Pay for such leave days shall be at the RN's straight time hourly rate.

31.13 Personal leave days/floating holiday may not be accumulated from anniversary year to anniversary year.

31.14 Personal leave days/floating holiday requested prior to the posting of the schedule shall not be unreasonably denied.

31.15 Only in the case of an RN's termination from employment in good standing and with proper notice will payment be made at the straight time hourly rate for personal leave days or the pro rata share thereof in lieu of time off.

C. Vacation with Pay

31.16 RNs working at least 40 hours in a pay period of fourteen (14) consecutive days as averaged over the preceding six (6) pay periods will earn vacation hours according to the number of paid straight time hours in each pay period (including paid sick leave, vacation and overtime hours) in accordance with the schedule below. Also, any contingency or irregular part-time RNs who have accrued 1,040 paid hours or more in the previous calendar year shall be eligible

the following calendar year for pro-rata vacation benefits. Vacation will be paid at the straight time hourly rate of pay plus normally received differentials. No RN will be eligible to take any vacation before one full year of employment. If it becomes necessary for an RN to take leave prior to becoming eligible for vacation, an advance vacation without pay may be approved by the Clinical Director/Manager or the Director of Human Resources. No paid vacation shall be granted unless fully accrued.

<u>Months of Employment</u>	<u>Vacation Hours Earned</u>	<u>Annual Rate Full Time RNs</u>
0 through 48 months of employment	9.661 hours earned for each 173 paid hours	116 hours
49 months through 120 months of employment	12.994 hours earned for each 173 paid hours	156 hours
121 months through 240 months of employment	14.994 hours earned for each 173 paid hours	180 hours
241 months through 251 months of employment	16.328 hours earned for 173 paid hours	196 hours
252 months of employment through 263 months of employment	17.013 hours earned for each 173 paid hours	204 hours
264 months of employment through 275 months of employment	17.663 hours earned for each 173 paid hours	212 hours
276 months of employment through 287 months of employment	18.329 hours earned for each 173 paid hours	220 hours
288 months of employment through 300 months of employment	18.994 hours earned for each 173 paid hours	228 hours
Over 300 months of employment	19.662 hours earned for each 173 paid hours	236 hours

31.17 Vacations will be granted and scheduled by the Clinical Director/Manager based upon job classification and according to the unit/department staffing plan (requests for vacation and PTO are processed concurrently. See Article 32.2.)

31.18 Requests for vacation shall be submitted and granted utilizing the following procedure and the instructions attached to the RN Vacation/PTO Request Form:

A. All vacation requests for the period of April 1 through September 30 must be submitted in writing on an RN Vacation/PTO Request Form by January 15 in the year the vacation will occur. RNs shall designate their first, second, third preference for vacation time.

B. All requests for the period of April 1 through September 30 will be approved or disapproved by the Clinical Director/Manager by January 30.

C. All vacation requests for the period of October 1 through March 31 must be submitted in writing on an RN Vacation/PTO Request form by the prior July 15. RNs shall designate their first, second, third preference for vacation time.

D. All requests for the period of October 1 through March 31 will be approved or disapproved by the Clinical Director/Manager by July 30.

E. Vacations will be granted based on bargaining unit seniority.

F. No more than two consecutive weeks of vacation may be taken during the prime vacation times of June 1 through September 1. A two week vacation would provide for the weekend before the vacation, the weekend during the vacation, and the weekend immediately following the vacation as weekends off provided the middle weekend was his/her weekend to work. A third consecutive week will only be granted if there are no other requests granted during that same time period.

G. No more than 30 consecutive calendar days off, including vacation and personal leave days, may be taken during the vacation period from January 1 through April 1. An additional seven (7) days may be granted if there are no other requests granted during the same time period. Alternatively, eligible RNs may request a seasonal leave of absence pursuant to Article 11.4 of the Agreement.

H. A vacation/PTO schedule of all granted vacations/PTO and pending requests shall be maintained in each department available to all staff RNs who work in that unit.

31.19 For individuals submitting requests outside of the time frame identified above it shall be the right of the Clinical Director/Manager to determine whether or not they can be granted. RNs will be notified of whether their request has been granted within 15 days after the request is submitted.

31.20 In the case of an RN's death, any unused vacation pay will be in accordance with applicable law.

31.21 RNs who have not been continuously in the employ of the Hospital for two (2) years shall not be entitled to take any part of their second year's vacation prior to one (1) year and six months from their date of employment.

31.22 RNs must take their vacation within one (1) year after the same has been earned with the maximum accrual of vacation not to exceed that amount accrued during the most recent past two (2) years of current employment. If an RN and the Hospital agree, the RN may be paid in lieu of taking scheduled vacation time.

31.23 In the event of an emergency as defined in Article 9 - Scheduling, disaster, or unforeseen changes in personnel availability, the Hospital reserves the right to cancel vacations as necessary.

31.24 During the proper notice periods as specified in Article 24 - Termination of Employment, a registered nurse covered by this agreement will not have vacation approved. A registered nurse who resigns from employment in good standing with proper notice after one year of employment will receive terminal pay for eligible pro-rata vacation accrued at their straight time hourly rate at the time of termination.

31.25 RNs who transfer to a unit after vacation time has been scheduled for them may take vacations only as determined by the Clinical Director/Manager of the unit they are transferring to.

31.26 Whenever possible, the Hospital will encourage vacations at historic periods of low activity such as during the holidays.

D. Calculation of Prorata Benefits

In calculating an RN's eligibility for prorata benefits (holiday, personal leave) where applicable, the RN shall be credited with the greater of the actual hours paid or her normal hours scheduled per pay period.

E. Utilization of PLD/Vacation/Floating Holiday/PTO for Emergency and Unforeseen Circumstances

In the event of emergency or unforeseen circumstances, the RN shall be compensated by utilizing either personal leave days, vacation, or floating holiday. The RN is to call in at least two hours prior to the start of their scheduled shift whenever possible.

**ARTICLE 32.0 - PAID TIME OFF AND EXTENDED ILLNESS BANK
(RNs WHO BECOME MEMBERS OF THE BARGAINING UNIT
ON AND AFTER MARCH 25, 2013)**

32.1 RNs who are hired or become members of the bargaining unit on or after March 25, 2013, shall be eligible for the PTO and EIB time accruals outlined below. The RNs' participation in such plans shall be on the same terms and conditions (including, but not limited to, eligibility requirements) applicable to such non-bargaining unit employees per Hospital policy. Notwithstanding anything in this agreement to the contrary, RNs who are hired or become members of the bargaining unit on or after March 25, 2013, shall not be eligible for the holidays, personal days, floating holidays, vacation or sick leave benefits provided for in Articles 31.0 and 36.0 of this agreement. The provisions of this Article specifically apply to, but are not limited to, RNs who were members of the bargaining unit prior to March 25, 2013, who left the bargaining unit, and who become members of the bargaining unit again on or after March 25, 2013.

New PTO Accrual Schedule – Effective 6/1/2022				
Full-time based on status/Part-time based on hours worked up to a max of 40 hours per week				
Years of PTO Eligibility	Accrual Rate Per Eligible Hour Worked	Maximum Accrual Rate Per Pay Period	Annual PTO Hours Accrued	Maximum PTO Bank Hours
0 through 4 Years	0.0788	6.31	164	246

5 through 10 Years	0.0981	7.85	204	306
11 through 19 Years	0.1096	8.77	228	342
20 Years	0.1173	9.38	244	366
21 years	0.1212	9.69	252	378
22 Years	0.1250	10.00	260	390
23 Years	0.1288	10.31	268	402
24 Years	0.1327	10.62	276	414
25+ Years	0.1365	10.92	284	426

EIB Accrual Schedule			
Full-time based on status/Part-time based on hours worked			
Accrual Rate per Eligible Hour Worked	Maximum Accrual Rate per Pay Period	Annual EIB Accrual Hours	Maximum EIB Bank Accrual
0.02700	2.16	56.16	650

32.2 Paid Time Off will be granted and scheduled by the Clinical Director/Manager based upon job classification and according to the unit/department staffing plan. (Requests for vacation and PTO are processed concurrently. See Article 31.17.)

32.3 Requests for PTO shall be submitted and granted utilizing the following procedure and the instructions attached to the RN Vacation/PTO Request Form:

A. All PTO requests for the period of April 1 through September 30 must be submitted in writing on an RN Vacation/PTO Request Form by January 15 in the year the PTO will occur. RNs shall designate their first, second, third preference for PTO time.

B. All requests for the period of April 1 through September 30 will be approved or disapproved by the Clinical Director/Manager by January 30.

C. All PTO requests for the period of October 1 through March 31 must be submitted in writing on an RN Vacation/PTO Request form by the prior July 15. RNs shall designate their first, second, third preference for PTO time.

D. All requests for the period of October 1 through March 31 will be approved or disapproved by the Clinical Director/Manager by July 30.

E. PTO will be granted based on bargaining unit seniority.

F. No more than two consecutive weeks of PTO may be taken during the prime PTO times of June 1 through September 1. A two week PTO would provide for the weekend before the PTO, the weekend during the PTO, and the weekend immediately following the PTO as weekends off provided the middle weekend was his/her weekend to work. A third consecutive week will only be granted if there are no other requests granted during that same time period.

G. No more than 30 consecutive calendar days off may be taken during the PTO period from January 1 through April 1. An additional seven (7) days may be granted if there are no other requests granted during the same time period. Alternatively, eligible RNs may request a seasonal leave of absence pursuant to Article 11.4 of the Agreement.

H. A vacation/PTO schedule of all granted vacations/PTO and pending requests shall be maintained in each department available to all staff RNs who work in that unit.

32.4 For individuals submitting requests outside of the time frame identified above it shall be the right of the Clinical Director/Manager to determine whether or not they can be granted. RNs will be notified of whether their request has been granted within 15 days after the request is submitted.

32.5 In the case of an RN's death, any unused PTO pay will be in accordance with applicable law.

32.6 In the event of an emergency as defined in Article 9-Scheduling, disaster, or unforeseen changes in personnel availability, the Hospital reserves the right to cancel PTO as necessary.

32.7 During the proper notice periods as specified in Article 24 - Termination of Employment, a registered nurse covered by this agreement will not have PTO approved. A registered nurse who resigns from employment in good standing with proper notice after one year of employment will receive terminal pay for eligible pro-rata PTO accrued at their straight time hourly rate at the time of termination.

32.8 RNs who transfer to a unit after PTO time has been scheduled for them may take PTO only as determined by the Clinical Director/Manager of the unit they are transferring to.

32.9 Whenever possible, the Hospital will encourage PTO at historic periods of low activity such as during the holidays.

32.10 For purposes of this section, the Hospital recognizes the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day before Christmas and Christmas Day. RN's who are scheduled to work on a holiday shall be paid one and one half (1 ½) times their regular hourly rate for hours actually worked. For the Christmas holiday (day before Christmas and Christmas day) the holiday shall begin at 7 a.m. on December 24 and extend to 7 a.m. forty-eight (48) hours later on December 26.

ARTICLE 33.0 - HEALTH, DENTAL AND VISION INSURANCE

33.1 Health and Dental Insurance

A. RNs hired before 1/1/01: All newly hired full-time or regular part-time RNs with 40 normal scheduled hours or more per pay period are eligible on the first of the month following 30 days of continuous employment.

B. RNs hired as of 1/1/01 and after: All newly hired full-time or regular part-time RNs with 48 normal scheduled hours or more per pay period are eligible on the first of the month following 30 days of continuous employment.

33.2 The 2022 monthly premiums under the RN Medical Plan(s) shall be as set forth below, and are subject to annual increases of 3% percent.

Coverage Option	Bi-weekly Premium UP Blue Plan	HDHP
Employee only	\$93.79	\$45.00
Employee + 1	\$175.40	\$86.67
Employee + Family	\$200.47	\$99.07

Ways to Save	Bi-weekly discount
Tobacco Free Discount	\$20.00 (all covered adults must be tobacco free)
Lifewise Discount Silver	\$5.00
Lifewise Discount Gold	\$15.00
Lifewise Discount Platinum	\$25.00

- 2022 Participants receive Silver level status of the Lifewise discount by completing the Vitality Health Review within 30 days of becoming eligible for the program.
- For subsequent years, Lifewise discounts will be applied based on prior year’s Vitality status.

33.3 RNs shall be obligated to pay 7% of the monthly premium cost for dental insurance. RNs will be responsible for 100% of the dental insurance premium for family continuation.

33.4 Effective January 1, 2014, any RN who is not eligible for health insurance coverage under the provisions of this agreement, but who qualifies as a “full-time employee” as defined in the Patient Protection and Affordable Care Act, P.L. 111-48, as amended (the “PPACA”), and implementing regulations promulgated by the Internal Revenue Service (the “IRS Regulations”), for purposes of the PPACA’s shared responsibility penalties, shall be eligible for coverage under the RN Medical Plan on the first of the month following thirty (30) continuous days of employment or as otherwise provided in the PPACA and IRS Regulations.

33.5 The Hospital reserves the right to seek and obtain an insurance plan of its choice provided, however, the benefits of such plan are not less than those provided at the execution of this agreement. The Hospital will send a copy of the revised plan to MNA. When and if health benefit alternatives become available that the Hospital is interested in offering to its RNs, the parties will meet to review and consider the alternative(s). Plans will be administered in accordance to the Summary Plan Description, without exception.

33.6 Health Program Discount

The Hospital also agrees to pay, when a bargaining unit RN receives services rendered by employees of the Hospital, ninety percent (90%) of the allowable charges for services rendered by employees of the Hospital after the RN has met the applicable deductible under the Hospital's insurance plan; or ninety percent (90%) of the balance such RN would have had if the RN had such Hospital health insurance. This Hospital discount shall apply to services performed for the RN, spouse, or family.

33.7 Pharmacy

RNs will be provided a drug card for prescription fills at a 15% co-pay at designated outside pharmacies. The prescription formulary will be provided as noted in the plan document.

33.8 Vision Insurance

The Hospital will provide Vision benefits for all full-time and regular part-time RNs. RNs will be given the option to add dependent coverage through payroll deduction at their expense. The Hospital reserves the right to seek and obtain a vision plan of its choice provided that a copy of such plan is made available to and reviewed with MNA's representative prior to its implementation. The Hospital will provide the Staff Council with 30 days notice and an opportunity for discussion in the event that vision premium rates and/or benefit levels change during the term of the contract.

33.9 Long Term Disability

The Hospital will provide a voluntary long term disability program for all full-time and regular part-time RNs. The Hospital reserves the right to seek and obtain a long term disability plan of its choice provided that a copy of such plan is made available to and reviewed with Staff Council's representative prior to its implementation. Premiums for such plan will be made by the RN through payroll deduction.

33.10 The Hospital shall be entitled to adopt any and all amendments or modifications to its Health, Dental, Vision and other insurance benefit plans and coverages set forth and agreed upon in this Agreement, including its appendices and letters of agreement, as may be required to comply with the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), P.L. 93-406, the Patient Protection and Affordable Care Act (P.L. 111-148), the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152), any other laws affecting welfare benefit plans, and any regulations and orders issued pursuant to any such laws; provided that the Hospital shall provide prior written notice to the Staff Council President and, further provided, that such amendments or modifications shall not change the contributions or annual caps set forth in this Article 33.0.

33.11 During the term of this agreement, the Hospital will offer RNs the opportunity to participate in the voluntary supplemental health and wellness benefits that are made available to hourly, non-bargaining unit employees of the Hospital, on the same terms and conditions (including, but not limited to, eligibility requirements) applicable to such non-

bargaining unit employees.

ARTICLE 34.0 - JURY DUTY

34.1 An RN who is called for jury duty or who has been subpoenaed to be a witness at a judicial proceeding must notify their supervisor immediately upon receiving the notice of being so called.

34.2 To be eligible for supplemental pay as provided herein, the RN shall as soon as possible present to their supervisor a written statement from an appropriate official showing the dates, times, and pay for the jury duty and/or the subpoena or copy thereof, showing the date and time scheduled to be a witness.

34.3 Upon certifying to the Hospital that all such pay for those days which they currently would have been scheduled to work received for such jury duty or witness pay shall be endorsed to the Hospital within five (5) working days after it is received by the RN, the Hospital shall continue to pay to the RN their straight time pay while said RN is serving as a juror or witness for such time as the RN would otherwise have been scheduled to work.

34.4 Supplemental pay will be provided to an RN in addition to the jury duty or subpoena pay received to assure that the RN has no loss in pay resulting from jury or witness duty. In assuring that the RN has maintained their normal pay, the RN's total remuneration will be calculated based upon the RN's straight time net pay which would have normally been received but for such jury or witness duty.

34.5 Such supplemental pay will be provided only in such instances where the RN is required to be on jury duty or, in the case of witness duty, has been subpoenaed to be a witness by the Hospital or is subpoenaed to be a witness by any party in a judicial proceeding involving liability claims against the Hospital, its employees, agents, contractors, or any other persons utilizing the facilities of the Hospital.

34.6 As soon as practicable, the RN shall meet with their supervisor so that arrangements can be made to schedule for the RN's absence from regular duty in order to serve on jury duty or to give testimony. An RN scheduled to work the night shift will be excused from work for the night preceding jury duty. An RN scheduled to work the day and afternoon shift will be excused from work for the day of jury duty.

ARTICLE 35.0 - BEREAVEMENT TIME, WITH PAY, FOR REGULAR FULL-TIME AND PART-TIME RNS

35.1 At the time of death of a member of the immediate family as described below, an RN shall be granted a leave of absence for an appropriate period of time in order to make funeral arrangements and/or attend the funeral or memorial service. A full time RN shall be paid for three (3) of their scheduled work days (up to 24 hours) of such personal business, bereavement leave. Regular part-time RNs shall be paid for two (2) of their scheduled days (up to 16 hours). Bereavement days shall be paid for any of the above categories for scheduled work days taken up

to five (5) days excluding the day of death, following the death of the immediate family member. In the event that internment or memorial services are performed later than the five (5) calendar days after death, and the RN did not take paid time off as allowed above, the days as provided in this section may, upon the authority of the Director of Human Resources, be deferred until the time of internment or memorial service. The RN shall be compensated at his/her regular straight time rate of pay for time lost.

35.2 “Immediate family” shall mean grandparent, grandparent-in-law, parent, spouse, child, child-by-law, grandchild, brother, sister, brother-in-law, sister-in-law, parent-in-law, son-in-law, or daughter-in-law, and those relations referred to as step, wherever they may have resided, or any other family member who resided in the same household as the RN to the extent that a federal income tax exemption, in the most recent year of filing, was claimed by a member of the RN household.

35.3 The Hospital may require verification of death and/or of the relationship of the RN to the deceased, at its discretion, following the leave and before making payment for the bereavement time. The RN shall fill out forms provided on-line on the hospital’s intranet within three (3) days after the RN returns to work. The Hospital may withhold payment if the RN did not make prompt request for leave of absence prior to taking time off, so that their work could be covered in their absence.

ARTICLE 36.0 - SICK LEAVE

(MEMBERS OF THE BARGAINING UNIT PRIOR TO MARCH 25, 2013)

36.1 It is the intent of the parties that paid sick leave is provided to full-time and regular part-time RNs to assist in maintaining compensation levels during absences from work due to personal illness, injury, or birth/adoption of a child. Also, any contingency and irregular part-time RNs who have accrued 832 paid hours or more during a calendar year, shall be entitled to sick leave benefits on a pro-rata basis. Sick leave usage should not be abused but rather used for true illnesses.

36.2 Sick leave is accrued at the rate of eight (8) hours for each one hundred seventy-three (173) hours worked. Sick leave is accrued but not paid until an RN has worked ninety (90) days. Sick leave may be accumulated to a maximum of eight hundred (800) hours.

36.3 In order to receive paid sick leave, all RNs must notify the Nursing Unit or Hospital Supervisor of their intent not to report to duty according to the following: When scheduled to work the day shift, the RN must call in prior to 5:30 a.m.; when scheduled to work the afternoon shift, the RN must call in prior to 12:00 noon; and, when scheduled to work the night shift, the RN must call in prior to 8 p.m. If the RN has a reasonable excuse, as determined by the Clinical Director/Manager, for not calling in prior to the aforementioned time, pay for sick leave shall be awarded. If an RN works a “staggered shift” they must call in no less than two (2) hours prior to the beginning of said shift.

36.4 The Hospital reserves the right to require proof of an RN’s illness when it is reasonably believed that an RN may be abusing the use of sick leave as provided for in this

section, they may be requested by a hospital supervisor to be examined by a physician at the Hospital's Emergency Room at a time to be mutually agreed but, in no event, later than twenty-four (24) hours after such request was made. Upon so reporting to the Emergency Room, the RN shall be attended to as soon as is practicable. Unless unavoidable, failure to report for such examination may result in loss of sick pay, discipline or discharge.

36.5 If the RN has been off work ill for three (3) or more consecutive scheduled work days, the RN may be required to present a physician's written release to the Employee Health Nurse prior to return to duty.

36.6 An RN who has an accident while on duty at the Hospital shall be eligible to file a claim for sick leave only for those days not covered by workers compensation insurance. No claim for paid sick leave will be granted to an RN whose accident or illness is caused while gainfully employed but not working at UP Health System - Marquette.

36.7 Sick Leave Conversion/Cash-Out

A. Any RN who has accrued at least four hundred twenty (420) hours of sick leave, but less than eight hundred (800) hours, will have the option to convert a portion of the accrued hours to vacation in accordance with the following schedule:

More than 420 hours but less than 525 hours = optional conversion of 20 hours of their sick leave accrual to 11 hours of vacation.

More than 525 hours but less than 630 hours = optional conversion of 25 hours of their sick leave accrual to 15 hours of vacation.

More than 630 hours but less than 735 hours = optional conversion of 30 hours of their sick leave accrual to 18 hours of vacation.

More than 735 hours but less than 800 hours = optional conversion of 35 hours of their sick leave accrual to 23 hours of vacation.

B. Any RN who has accrued at least eight hundred (800) hours of sick leave will be required to convert to vacation all of the accrued hours between eight hundred (800) and eight hundred forty (840). All remaining hours in excess of eight hundred (800) after the conversion automatically will be paid back at one hundred percent (100%).

C. Any RN who has not used any sick time during the calendar year beginning each January 1, and has at least one hundred ninety-six (196) hours of accrued sick leave, but less than eight hundred forty-one (841) hours, will have the option to:

Convert sick leave to vacation pursuant to the schedules set forth in Articles 36.7.

A. or B. above, or

In lieu thereof, convert ninety-six (96) hours of their sick leave

accrual to forty (40) hours of vacation.

The required cash payout provided for in Article 36.7 B. does not apply to anyone who has less than eight hundred forty-one (841) hours of accrued sick leave.

D. All conversions of sick leave to vacation pursuant to this Article 36.7 shall be subject to the maximum accrual of vacation set forth in Article 31.22 of the Agreement.

36.8 RNs eligible to convert accrued sick leave hours to vacation must notify the Payroll Department of their election to convert between November 15 and December 1 of each year. These hours will be calculated as of the pay period ending closest to December 1.

36.9 No sick leave benefits will be paid to an RN during a terminal notice period unless the RN documents such illness or injury by means of a physician's statement.

36.10 Those individuals terminating who have successfully completed their probationary period but have less than one year of service; shall receive a cash bonus for sick hours unused in excess of the required eighteen (18) hours of twenty-five (25%) percent of that sick leave accrual.

36.11 RNs who terminate their employment after one year of service in good standing and with proper notice will be eligible for a cash bonus of fifty percent (50%) of sick leave accrual, providing he/she has accumulated a minimum of eighteen (18) hours, based on the following years of service:

Less than 10 years of service - 50% of sick leave accrual up to a maximum of 200 hours.

10 but less than 15 years of service - 50% of sick leave accrual up to a maximum of 225 hours.

15 but less than 20 years of service - 50% of sick leave accrual up to a maximum of 250 hours.

20 but less than 25 years of service - 50% of sick leave accrual up to a maximum of 300 hours.

25 but less than 30 years of service - 50% of sick leave accrual up to a maximum of 350 hours.

30+ years of service - 50% of sick leave accrual up to a maximum of 400 hours.

For example, an RN terminating employment with 18 years of service and 400 hours of sick leave accrual would be paid for 200 hours at their straight time hourly rate. Another example, an RN terminating employment with 18 years of service and 600 hours of sick leave accrual would be paid for 250 hours at their straight time hourly rate. If eligible, RNs may apply 50% of the sick balance remaining to fund COBRA benefits (See Article 44.5).

36.12 An RN may elect to freeze their sick leave accrual at time of termination and have it restored if the RN is re-employed within three (3) calendar years from the date of termination. Such accrued sick leave will be restored at the RN's rate of straight time pay at the time of termination. Sick leave will not accrue on terminal hours of sick leave pay.

ARTICLE 37.0 - STANDBY

37.1 An RN on standby shall be defined as one who has accepted the responsibility of being prepared to work within a specific period of time subject to the needs of the Hospital. RNs on standby shall be expected to be available to work their entire standby shift. Such standby shall be scheduled in accordance with this article.

A. RNs in endoscopy, operating room, PACU/OPS, FBC, NICU, Cath Lab/PAR, and interventional radiology accept standby as a part of their normal job responsibilities. Changes in this list of units may only be modified by agreement of the parties.

B. RNs in other units other than those identified above shall not be scheduled in advance for standby except by mutual agreement between themselves and the Clinical Director/Manager or designee, or in case of emergency.

C. RNs scheduled to be on standby following their scheduled shift shall be given the first priority to leave at the end of their scheduled shift, subject to patient needs, overtime rotational list and/or other departmental practices.

37.2 RNs shall be paid per the paragraph below for standby status for those hours the RN is assigned or scheduled. RNs will receive standby pay in the following instances:

A. For those hours when an RN is scheduled or assigned and works on standby.

B. In those departments where standby is scheduled other than immediately following the end of the RN's scheduled shift, and an RN so scheduled for standby is required to work into their call shift, standby pay shall begin when the employee becomes available for standby at the end of that regularly scheduled extended shift.

37.3 RNs on standby shall be paid at a rate of four dollars and fifty cents (\$4.50) per hour for each hour on standby and one and one-half (1 ½) times their regular rate of pay for each hour worked on call-back.

37.4 RNs will be guaranteed a minimum of two (2) hours of work (or pay-in-lieu thereof by mutual agreement) at time and one-half (1 ½) when after being relieved of duty and leaving the hospital premises they are required to report back to work. Additional call-backs occurring within that same two (2) hour (guarantee) period will not result in an additional two (2) hour guarantee or duplication/ pyramiding of said work hours.

37.5 An RN who goes on standby but is not available will not get paid for the period during which she should have been available.

37.6 An RN who is assigned standby on a holiday shall be paid at the rate of six dollars (\$6.00) per hour for each hour on standby and two times (2x's) the regular rate of pay for each hour worked plus their holiday pay (if applicable according to Article 31). Holiday period shall be as previously defined in Article 31 - Holidays, Personal Leave, and Vacation. The period for standby for holidays will be from 3:30 p.m. the day before the holiday until 7 a.m. the day following the holiday (except for the Christmas holiday which shall begin at 7 a.m. on December 24 and extend to 7 a.m. forty-eight (48) hours later on December 26.

37.7 Any standby RN who works such holiday may at the Hospital's discretion and as patient needs permit, be granted an unpaid day provided such day is taken within fifteen (15) days from the date of the holiday.

37.8 Except provided below, RNs on standby who are called in and work shall be guaranteed ten (10) hours off, following the last time they punched out during their standby shift, before they may be required to work any portion of their regularly scheduled hours. Following said ten (10) hours off, the RN shall report to work for the balance of her scheduled shift and be paid only for those hours worked, unless otherwise specifically authorized by the Department Director/Manager, House Supervisor, or Charge Nurse.

RNs on standby who are called in and work during the two (2) hour period immediately before the start of their regularly scheduled shift, and who have not been called in within the eight (8) hour period prior to such call-in, may be required to continue working up to the end of their regularly scheduled shift as necessary to meet patient needs and be paid only for those hours worked. In such cases, call-back pay shall end when the regularly scheduled shift begins. The Hospital shall use reasonable efforts to arrange for alternative coverage for the RN upon request.

RNs may use their sick time/EIB, vacation time/PTO, or "low need" for any hours off that qualify as fatigue time.

37.9 RNs on standby who have worked fourteen (14) or more hours within a twenty-four (24) hour period, and who are regularly scheduled to work the following shift, shall be guaranteed ten (10) hours off following the completion of their work cycle.

RNs may use their sick time/EIB, vacation time/PTO, or "low need" for any hours off that qualify as fatigue time.

37.10 The Hospital shall not place RNs on standby the night before their scheduled day off unless a nurse self-schedules themselves in such a way that this is unavoidable.

37.11 If it is necessary to mandate a standby shift (i.e., requiring a nurse to cover an otherwise covered standby shift) a separate rotation list will be kept and mandation will occur in reverse bargaining unit seniority order.

ARTICLE 38.0 - CALL-INS

38.1 Call-ins are RNs who are contacted by the Hospital and asked to report to work at any date or time other than their regularly scheduled shifts. An RN who is called under this provision and reports to work and then is sent home for lack of work will be paid a minimum of two (2) hours at their regular rate of pay.

38.2 If an RN is “called in” to work on the holiday, either in lieu of or in addition to the RN(s) assigned, they will be paid at the rate of two times their regular rate of pay plus their holiday pay (if applicable according to Article 31). Any RN who is “called in” to work such holiday may at the Hospital’s discretion and as patient needs permit, grant such RN an unpaid day provided such day is taken within fifteen (15) days from the date of the holiday.

38.3 Those registered nurses assigned to the NICU will be paid at one and one half (1 ½) times their straight time hourly rate for time spent on neonatal transport plus a ten dollar (\$10.00) meal stipend for this assignment.

38.4 Extra Shift Incentive: The Hospital may, within its sole discretion, designate any shift on the current schedule as an “incentive shift.” Employees who volunteer for and work such designated “incentive shift” (beyond the employee’s FTE pointage) will receive an extra shift incentive of double time, for all hours included within that designated shift.

ARTICLE 39.0 - REPORTING PAY

If an RN reports to work on their regular shift and is sent home for lack of work, they shall be paid a minimum of three (3) hours at their regular rate of pay.

ARTICLE 40.0 - PREMIUMS

40.1 Shift Premiums: Shift premium shall be paid to RNs who regularly work either the afternoon or night shift, or to any RN who is willing and does rotate shifts at the convenience of the Hospital. Shift premium pay shall be one dollar and ten cents (\$1.10) per hour for the afternoon shift and two dollars and sixty cents (\$2.60) per hour for the night shift.

40.2 For purposes of this section, the afternoon shift shall consist of any shift starting after 12:29 p.m. and before 7:59 p.m. and the night shift shall consist of any shift starting after 7:59 p.m. and before 3:01 a.m. In order to qualify for afternoon and/or night shift premium for an entire shift, the RN must work at least three (3) consecutive hours on shifts which started within the specified time periods. An exception will be made for the 7:00 p.m. to 7:30 a.m. shift. In this case RNs will be entitled to four (4) hours of afternoon premium pay and eight (8) hours of night premium pay.

If an RN’s shift starts outside of the parameters defined above, but she works at least three (3) consecutive hours within the traditional premium shifts (3-11 or 11-7), she will be paid the appropriate premium pay for only those hours within the traditional premium shifts.

When computing the three (3) consecutive hours, lunch periods will not be

considered.

40.3 Weekend Premium: There shall be a weekend differential of two dollars (\$2.00) per hour paid to all RNs working any eight (8) hour shift starting with the night shift on Friday and ending with and including the afternoon shift on Sunday.

40.4 Code Blue Pay: Any registered nurse assigned to lead the Hospital's Code-Blue Team shall receive additional compensation in the amount of \$2.00 per hour for the hours that they are assigned in the shift in which they had that responsibility.

40.5 BSN/MSN Differential: The additional sum of thirty cents (\$.30) per hour shall be added to the salary of a registered professional nurse, who has a Baccalaureate Degree with a major in nursing, and the additional sum of sixty cents (\$.60) per hour shall be added to the salary of a registered professional nurse who has a Master's Degree with a major in nursing.

40.6 Specialty Certification: RNs who earn a specialty certification relevant to their department will receive an additional sum of one-dollar (\$1.00) per hour. RNs who earn/hold such specialty certification (recognized by the AACN, ANCC, or BCEN) will be required to provide proof of certification and/or renewal to Human Resources before expiration of such certifications.

ARTICLE 41.0 - TUITION ASSISTANCE

41.1 Any RN regularly employed by the Hospital who has been so employed for ninety (90) days or more and who works on the average of at least thirty-two (32) hours per week, and who desires to enroll in one or more courses, up to a maximum of 24 credit hours per calendar year at an accredited educational institution in a course or courses which the Clinical Director agrees would aid the RN in the practice and performance or professional growth, shall submit in advance of commencing such course or courses, a letter of application to the Hospital for reimbursement of the greater of \$75 per credit hour or 75% of each credit hour.

41.2 The letter of application shall be made on current Hospital forms at least 30 days prior to the start of the course. In the event of a change, the revised form shall be presented to the Staff Council President for review before implementation; shall list the course(s) to be taken by title and course number, a brief description of the course and to the applicant's best ability, why such course(s) would benefit the RN and/or the quality of nursing care provided.

41.3 Upon proof of satisfactory completion of the course or courses, with a minimum grade of 2.0 for each course, the amount expended for tuition, the RN shall be reimbursed the greater of \$75 per credit hour or 75% of each credit hour. Recognized tuition will not exceed Northern Michigan University tuition costs. The RN must maintain their eligibility throughout the duration of the course taken and must be on the Hospital's payroll in good standing at the time the refund is made. Any RN who has applied for and received payment for tuition assistance will be required to refund such tuition reimbursement at the time of termination in the event of voluntary termination of employment within one year of receipt.

ARTICLE 42.0 - WORK RELATED CONFERENCE

42.1 Upon proper application, the Hospital may authorize registered nurses to attend professional conferences sponsored by professional associations or institutions which are designed to increase the competency of a RN in clinical or functional capacity.

42.2 RNs desiring to attend such professional conferences shall submit requests to their Clinical Director/Manager. Registered professional nurses may be given time off, without loss of pay, to attend such professional meetings, at the discretion of the Hospital.

42.3 RNs having attended such conferences shall, at the next regularly scheduled unit meeting for that unit in which the RN is assigned and is scheduled to work, be prepared to present a report on the major topics addressed at said conference to all unit personnel in attendance.

42.4 Full-time RNs (being paid for eighty (80) hours a pay period) shall be eligible to attend provided they have been employed at least twelve (12) months.

42.5 Any regular part-time RN having been paid four thousand, one hundred and sixty (4,160) hours or more for services with the Hospital and who, during the year prior to making the request to attend a work related conference, was paid for working at least twenty (20) hours or more per week, shall be eligible to utilize the work related conference policy in force at the time of the execution of this agreement.

42.6 For conferences held in Marquette and sponsored by UP Health System - Marquette, the prerequisite for attendance specified in the Sections above will be waived and attendance encouraged for any RN who is currently employed to attend.

42.7 RNs approved by the Hospital to attend conferences will be compensated at their regular straight time rate for eight hours for attending said conference. The hours in attendance at such conference will not be utilized for purposes of determining eligibility for overtime pay. Midnight shift RNs approved to attend a conference during the day will not be required to work the night before the conference. Afternoon shift RNs approved to attend a conference during the day will not be required to work the afternoon after the conference.

42.8 The Hospital will make every reasonable effort to continue to authorize registered nurses to attend work related conferences; and, the Hospital will continue to utilize the work related conference policy in force at the time of the execution of this agreement.

42.9 An RN may utilize, once in a calendar year, up to 8 hours of paid education time.

ARTICLE 43.0 - LONGEVITY

43.1 The following longevity bonuses shall be paid on a nurse's anniversary date of hire into the bargaining unit. Hours shall mean hours paid by the employer or hours on which an employee is on a protected leave and otherwise would have worked.

<u>Years of Service</u>	<u>832 hours to 1560 hours</u>	<u>1561 hours or more</u>
<u>10</u>	<u>\$150</u>	<u>\$250</u>
<u>15</u>	<u>\$250</u>	<u>\$350</u>
<u>20</u>	<u>\$350</u>	<u>\$450</u>
<u>25</u>	<u>\$450</u>	<u>\$550</u>
<u>30 and every 5 years thereafter, add \$100 respectively</u>	<u>\$550</u>	<u>\$650</u>

ARTICLE 44.0 - RETIREMENT

44.1 RNs who currently are participating in the LifePoint Marquette Pension Plan (the “Pension Plan”) by making a mandatory contribution of six percent (6%) of their W-2 earnings, shall be eligible to continue participating in the Pension Plan during the term of this Agreement.

All other RNs shall be participants in the LifePoint Marquette Hospital 401(k) Plan (the “401(k) Plan”) with up to a three percent (3%) employer match based on the 401(k) Plan eligibility requirements. RNs who do not execute an employee contribution election form automatically will be enrolled in the 401(k) Plan with a three percent (3%) employee contribution, subject to the RN’s right to change the contribution percentage. Unless the RN opts out of the automatic contribution escalation process, the automatic enrollment will be subject to an annual automatic escalation of 1% until the RN’s employee contribution percentage reaches seven percent (7%). The RN may opt out of the automatic enrollment and escalation process at any time by making an affirmative election to contribute a different percentage. Failing to opt out of this process will subject the RN to the automatic enrollment and escalation process. The Hospital shall provide each participating RN with information regarding the 401(k) Plan and its benefits.

44.2 RNs who currently are participating in the Pension Plan will have their employee contributions to the plan fully vested and included in their survivor benefits. Subject to the 401(k) Plan eligibility requirements, such RNs also may be eligible to make contributions to the 401(k) Plan, but will not be eligible for any employer match.

Except for those RNs who currently are participating in the Pension Plan, no other RNs are eligible to participate in the Pension Plan. RNs participating in the Pension Plan may discontinue such participation and the associated mandatory six percent (6%) contribution during any annual open enrollment period occurring during the term of this Agreement. Thereafter, such RNs shall be eligible for the employer match in the 401(k) Plan as provided in Article 44.1 above.

44.3 Pharmacy benefits shall continue to be available to retirees per hospital Policy.

44.4 RNs age 55 and above who are currently the contract holder under the hospital health insurance and who immediately commence retirement benefits upon termination shall be eligible to receive 50% of their sick balance remaining after their sick payout under Article 36.11. The balance remaining will be applied on a monthly basis to fund their COBRA benefit for

up to a maximum of 18 months. Arrangements are to be made through the Employee Benefits Office. For example: An RN with 30+ years of service who has accrued 839 hours would receive 400 hours at their straight time hourly rate in sick cash payout (Article 36.11). Fifty percent (50%) of the remaining 439 hours (219 hours) could be allocated towards COBRA funding at her straight time hourly rate.

44.5 In the event the Hospital decides to offer health insurance benefits to non-bargaining unit future retirees, such benefits will be offered on the same basis to the bargaining unit RNs.

ARTICLE 45.0 - LIFE INSURANCE

The Hospital shall provide a Life Insurance Policy, upon completion of the probationary period, to regular full-time RNs and regular part-time RNs working at least twenty (20) hours per week, for \$20,000 term insurance with an accidental death, double indemnity clause with the Hospital paying the full premium. Also, any irregular part-time RNs who have accrued 1,040 paid hours or more in the previous calendar year shall be eligible for life insurance for the upcoming year. RNs will also be given the option to purchase dependent term insurance coverage through payroll deduction with the RN assuming the full cost of such premium.

ARTICLE 46 - NEONATAL INTENSIVE CARE UNIT TRANSPORT PROGRAM

46.1 It is the responsibility of all RNs assigned to the Neonatal Intensive Care Unit (“NICU”) to obtain, at a minimum, the competencies and skills required to perform the responsibilities of a neonatal transport second nurse as set forth in the Neonatal Intensive Care Unit (NICU) Registered Nurse (RN) Transport Nurse Competency Skills List (the “NICU Transport Competencies”) and the Neonatal Intensive Care Unit Policy on Neonatal Transports (the “NICU Transport Policy”).

46.2 It also is the responsibility of all NICU RNs, after completing the second nurse orientation, to participate in the first nurse orientation process provided for in the NICU Transport Policy for the purpose of acquiring first nurse competencies and skills to be used in connection with the performance of their duties on the unit.

46.3 The Hospital and Staff Council agree to establish a working committee to implement a program and active process (“First Nurse Mentoring Program”) by which selected NICU RNs will be mentored to complete the achievement of all of the first nurse competencies and skills required to perform transports as a first nurse (a “Transport First Nurse”). The Hospital also will seek the input of the working committee with respect to the competencies for NICU second nurses and Transport First Nurses. The working committee shall include, but not necessarily be limited to, the Hospital’s Chief Nursing Officer, the Hospital’s Director of Nursing, NICU management, a Staff Council designee, selected NICU RNs, and a Neonatologist (as needed).

46.4 It is the parties’ expectation that through the First Nurse Mentoring

Program, the Hospital will have a sufficient number of candidates to fill available Transport First Nurse designations (the “Transport First Nurse Pool”). Existing NICU RNs, who have completed the second nurse orientation process, will be given first priority to enter the First Nurse Mentoring Program. In the event that a sufficient number of candidates in the Transport First Nurse Pool are not generated on a voluntary basis, the above-referenced working committee will promptly meet in an effort to resolve the need to increase the number of candidates in the Transport First Nurse Pool. If there is no prompt resolution of the issue by the working committee, then representatives of Staff Council and the Hospital will promptly meet and ensure that the number of candidates in the Transport First Nurse Pool is increased to meet the need. The Hospital will consult with and seek the recommendation of a Neonatologist when selecting candidates for the First Nurse Mentoring Program.

46.5 The Hospital will determine the number of FTEs available for a Transport First Nurse designation. In the event there is an opening for a Transport First Nurse designation, RNs in the Transport First Nurse Pool will be notified of the opening and be given five (5) days to apply for the designation in writing. The designation will be awarded to the most qualified applicant. If two (2) or more RNs who submit written application for the designation are equally qualified, the designation will be awarded to the RN with the most bargaining unit seniority. If there are no applicants, then the Hospital will award the designation to the most qualified RN in the Transport First Nurse Pool who has achieved all of the first nurse competencies and skills required to perform the duties of a Transport First Nurse. If, at the time there is an opening for a Transport First Nurse designation, there are no candidates in the Transport First Nurse Pool who have achieved all of the competencies and skills required to perform the duties of a Transport First Nurse, then the Hospital will identify the most qualified RN in the Transport First Nurse Pool for focused and expedited mentoring to achieve all of the required competencies or skills. Alternatively, the Hospital may fill the opening for a Transport First Nurse Designation by hiring a new RN.

46.6 The Hospital will pay each RN selected by the Hospital to fill a Transport First Nurse position the following shift premiums:

- a. Transport First Nurses working on the day shift (i.e., a shift starting after 3:01 a.m. and before 12:29 p.m.) will receive a premium of two dollars (\$2.00) per hour;
- b. Transport First Nurses working on the afternoon shift (i.e., a shift starting after 12:29 p.m. and before 7:59 p.m.) will receive a premium of three dollars (\$3.00) per hour; and
- c. Transport First Nurses working on the night shift (i.e., a shift starting after 7:59 p.m. and before 3:01 a.m.) will receive a premium of five dollars (\$5.00) per hour.

46.7 All NICU RNs (other than designated Transport First Nurses) shall be required to perform transports as second nurses.

46.8 RNs who are assigned and perform a neonatal transport when they are on

scheduled standby will be paid in accordance with the provisions of Article 37.0 of the CBA. RNs who are assigned a neonatal transport at a time when they are working their regularly scheduled shift, and perform such transport, will be paid at one and one half (1-1/2) times their straight time hourly rate for time spent on the transport. The shift premiums set forth in paragraph 6 above will be included in the Transport First Nurses' straight time hourly rate when calculating the pay to which they are entitled for time spent on neonatal transports.

46.9 RNs in NICU accept standby as a part of their normal job responsibilities.

46.10 No Transport First Nurse will be scheduled for mandatory standby in more than four (4), twenty-four (24) hour shift periods in any calendar month.

46.11 Transport First Nurses and RNs participating in the First Nurse Mentoring Program will not be required to float to the Family Birthing Center.

46.12 All references in this Article to the NICU Transport Competencies and the NICU Transport Policy are to those currently in existence, as the same may be revised by the Hospital from time-to-time, provided that they are not inconsistent with the express terms of this agreement.

46.13 As part of the requirement of the job of a First Nurse, quarterly meetings are held to discuss issues and concerns regarding the First Nurse transport team.

46.14 There shall be a minimum of six (6) trained First Nurses – three (3) on Day shift; three (3) on Night shift. There will be at least one (1) First Nurse scheduled or on-call per shift on NICU.

ARTICLE 47.0 – WAGES

47.1 Effective June 1, 2022, the wage scale Appendix A will increase by 20%. RNs will also move one step on the wage scale upon their anniversary date of hire.

Effective June 1, 2023, the wage scale in Appendix A will increase by 5%. . RNs will also move one step on the wage scale upon their anniversary date of hire.

Effective June 1, 2024 the wage scale in Appendix A will increase by 5%. RNs will also move one step on the wage scale upon their anniversary date of hire.

47.2 When establishing the initial wage rate for new hires, rehires and transfers into the bargaining unit, credit for years of experience will be determined as follows:

A. LPNs working for the Hospital who transfer into an RN position will be credited at fifty percent (50%) for each year of LPN experience at the Hospital, up to a maximum of four (4) years.

B. Newly hired RNs will be credited at one-hundred percent (100%) for each year of previous RN experience, up to a maximum of fifteen (15) years.

C. RNs who terminate employment with the Hospital and are rehired within twenty-four (24) months will be rehired at a minimum wage rate equal to that which they held at the time of their termination. In the event that the RN subsequently gained at least two (2) additional years of experience as an RN outside the Hospital, an amount equal to the most recent wage increase provided for in Article 47.1 of the agreement will be added to her rehire rate.

D. RNs who terminate employment with the Hospital and are rehired more than twenty-four (24) months after their termination date will be credited at one-hundred percent (100%) for each year of RN experience, up to a maximum of fifteen (15) years.

E. RNs working for the Hospital who move into the bargaining unit will receive one year of experience for each 1040 hours paid as an RN at the Hospital, up to a maximum of fifteen (15) years.

After the RNs initial wage rate is established as provided above, the RN shall be entitled to the increases set forth in Article 47.1 on the specified effective dates, starting with the next June 1st (i.e., the initial wage rate of an RN hired, rehired or transferred into the bargaining unit on June 1st of any year will not be increased until the following June 1st).

47.3 RNs with more than 25 years of credited experience as of June 1, 2022 will be placed at Step 25 on the new wage scale. Nurses at the top of scale in subsequent years will continue to receive the annual general wage increase reflected on the wage scale.

47.4 Wage Scale Experience Credit Correction: Upon ratification of this Agreement, all RNs in the bargaining unit will be reevaluated for experience credit on the wage scale. One year of experience in an RN role will equate to one step on the wage scale. RNs will be placed at the appropriate step for their years of experience effective June 1, 2022.

No RN will be negatively impacted by this reevaluation.

ARTICLE 48 - SAFE STAFFING AND PATIENT ADVOCACY

A. The Registered Nurse is always responsible for providing safe, therapeutic and competent nursing care to assigned patients. The Hospital has the responsibility to make available high quality nursing care for patients and to provide and maintain a safe and suitable environment for the practice of nursing for nurses covered by this agreement. Optimal numbers and skills of nurses and ancillary staff enable the provision of the highest quality patient care.

A direct care registered nurse should alert management in situations where he/she does not have the skills, competencies, or experience to provide the required care before accepting a patient assignment. Management commits to immediately assess the RN's concerns and determine an appropriate course of action. The Registered Nurse is responsible for acting as the patient's advocate and the staff nurse has the clinical authority in directing patient care.

B. The Hospital and the Union agree that quality patient care and an appropriate working environment require adequate staffing and that staffing levels within all departments vary with census, acuity, shift, the specialization of various areas, changes in the specialization of the units, and structural changes in delivery of patient services. Reasonable efforts to maintain appropriate staffing may include, but are not limited to, as an adjunct to regular staff, the utilization of contingent, agency, on-call, and overtime hours.

The parties recognize that patient census and acuity constantly change, and maintaining appropriate staffing levels is a priority. Should a Registered Nurse believe that an assignment compromises patient care and safety, he/she must notify the Nurse Manager/Supervisor, who will assess the situation. The RN will continue with that assignment but may do so under protest. An Assignment Despite Objection (ADO) form may be filled out to put the protest in writing. The Hospital shall not require a Registered Nurse in any case to perform work that is outside the lawful scope of his/her license.

The Hospital shall maintain staffing plans that ensure the Hospital has the necessary staff to support the care, treatment, and services it provides. The staffing plans shall be provided to the union and posted at each nursing station at all times. Changes to said plans may be made by the Hospital. Prior to implementing any changes, management will share data and information regarding proposed changes and seek input and recommendations from the PICC to address any concerns over the impact of the changes.

C. Nothing contained in this article shall be interpreted to relinquish in any way the Hospital's right to manage the affairs of the Hospital as stated in Article 2 - Recognition of the Hospital's Right to Manage. Further, the parties agree that any dispute regarding the interpretation or application of this article may be grieved up to and including Step 3 of the grievance procedure and neither the Association nor any RN shall have the right to arbitrate any matter contained in this article. The parties also agree that before filing any grievance under this Article the grieving party shall first refer the matter to the Partners in Change Committee for consideration. In order to be timely filed, any grievance under this article must be filed within the timelines indicated in Article 16 - Grievance Procedure following a determination by the Partners in Change Committee that the matter cannot be resolved.

ARTICLE 49.0 - TERM OF AGREEMENT

49.1 Unless stated otherwise, this Agreement shall be effective June 1, 2022. By execution hereof, the representative of the Association represents that this Agreement has been duly ratified by the RNs of the Employer who are members of the Association, and representatives of the Employer represent that this Agreement has been duly approved by its Board of Trustees.

49.2 The parties recognize this Agreement is subject to the Constitution and Laws of the United States and the State of Michigan. To the extent any provisions of this Agreement may now or in the future conflict with the provisions of any law, they shall be deemed modified or invalid only to the extent necessary so that they will comply with the applicable provisions of any such law. The parties shall enter into timely collective bargaining negotiations for the purpose of arriving at an initially satisfactory replacement for such article, section or provision held invalid.

49.3 The Association will be responsible for providing a copy of this agreement to each bargaining unit RN employed by the Hospital as of the agreement's effective date. The Hospital agrees to provide a copy of this agreement to each bargaining unit RN hired during the term of this agreement. The Hospital will type the final agreement and provide a copy to the Association. The Association will be responsible for printing, copying and binding the agreement and promptly under the circumstances providing the Hospital with a sufficient number of copies to meet its normal needs, including distribution to supervisory and managerial employees as well as newly hired bargaining unit RNs.

49.4 This Agreement shall remain effective through May 31, 2025, and from year to year thereafter unless terminated as next provided. This Agreement may be terminated effective 12:01 a.m. on June 1, 2025, by written notice from either party thereto delivered to the other party no later than December 31, 2024 of intent to modify or terminate the same, and may be terminated effective 12:01 a.m. on any subsequent June 1, by similar notice delivered to the other party and no later than the proceeding January 1. It is agreed notice of intent to modify is equivalent to notice of intent to terminate the same.

49.5 Any notice required in writing under this Agreement shall be sufficient, unless otherwise specified, if mailed as follows:

To the Employer:

Director of Human Resources
UP Health System – Marquette
[Address on File]

To the Staff Council:

RN Staff Council President
[Address on File]

To the Association:

Michigan Nurses
Association 2310 Jolly Oak
Road Okemos, Michigan
48864
Attention: UP Health System - Marquette
Labor Relations Representative

The Employer agrees that it shall provide service of all documents served on the Association to the Staff Council and all documents served on the Staff Council to the Association, wherever notices are required to be given under this contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their
duly authorized representative this 19th day of October, 2022.

MICHIGAN NURSES ASSOCIATION

UP HEALTH SYSTEM - MARQUETTE

Michael J. Munnich

Jan A. Heuser

Mwen Neely

Michelle M. Bissanetta

Bob Butte

Deborah Haney

Jan Trivette

Ann Collins

APPENDIX A - WAGE SCALE

Marquette RNs

Step	6/1/22	6/1/23	6/1/24
Current	20.00%	5.00%	5.00%
0	\$ 27.86	\$ 33.43	\$ 35.10
1	\$ 28.26	\$ 33.91	\$ 35.61
2	\$ 28.66	\$ 34.39	\$ 36.11
3	\$ 29.06	\$ 34.87	\$ 36.62
4	\$ 29.46	\$ 35.35	\$ 37.12
5	\$ 29.86	\$ 35.83	\$ 37.62
6	\$ 30.26	\$ 36.31	\$ 38.13
7	\$ 30.66	\$ 36.79	\$ 38.63
8	\$ 31.06	\$ 37.27	\$ 39.14
9	\$ 31.46	\$ 37.75	\$ 39.64
10	\$ 31.86	\$ 38.23	\$ 40.14
11	\$ 32.26	\$ 38.71	\$ 40.65
12	\$ 32.66	\$ 39.19	\$ 41.15
13	\$ 33.06	\$ 39.67	\$ 41.66
14	\$ 33.46	\$ 40.15	\$ 42.16
15	\$ 33.86	\$ 40.63	\$ 42.66
16		\$ 40.63	\$ 42.66
17		\$ 40.63	\$ 42.66
18		\$ 40.63	\$ 42.66
19		\$ 40.63	\$ 42.66
20		\$ 41.95	\$ 44.05
21		\$ 41.95	\$ 44.05
22		\$ 41.95	\$ 44.05
23		\$ 41.95	\$ 44.05
24		\$ 41.95	\$ 44.05
25		\$ 43.82	\$ 46.02

LETTER OF UNDERSTANDING EMPLOYEE WELLNESS

Both parties recognize the importance of voluntary hospital based wellness programs and mutually agree to promote, educate and encourage participation in said programs.

The parties also recognize the information obtained through a Health Risk Appraisal process and general wellness programs is considered strictly confidential and will only be reported under the guidelines of Health Insurance Portability and Accountability Act (HIPAA).

LETTER OF UNDERSTANDING
EMPLOYEE HEALTH AND SAFETY

MNA and the Hospital recognize their shared responsibility and commitment to promoting the health and safety of the RNs.

MNA and the Hospital agree to the terms of the MIOSHA Michigan Voluntary Protection Program Statement of Commitment and support the Hospital's application and participation in the program and pursuit of the Michigan Star designation.

In addition, the parties agree to jointly analyze and utilize the Safety Committee and other hospital mechanisms for addressing workplace health and safety issues, with the goal of improving the effectiveness of such mechanisms in preventing, investigating and correcting identified health and safety issues.

GLOSSARY OF TERMS

The definitions of these glossary terms may only be considered in the context of the specific article or section of the contract in which the term is found. In the event of any inconsistency or ambiguity between the glossary terms and the contract language, the contract language will apply.

# Shift	Full and Part Time employees including staffing pool, filling shifts during the time between when the final schedule is posted and when the schedule is complete (by 5 p.m. on the Friday before the schedule goes into effect), will be designated with a hashtag (#) and will be paid at double time (2x) the RN's regular hourly rate for such shifts.
Afternoon shift:	Any shift starting after 12:29 p.m. and before 7:59 p.m.
Day Shift:	Any shift starting after 3:00 a.m. and before 12:30 p.m.
End of Shift Report:	Tool available on each unit to communicate the census, staffing information and any unusual occurrence or difficulties encountered on the shift.
Fatigue Time:	The period of time during which an RN experiences a loss of earnings associated with their regularly scheduled work hours as a result of taking their guaranteed time off as provided in Articles 9.6, 37.8, and 37.9 of the agreement. RNs may use their sick time/EIB, vacation time/PTO, or lost time for any hours off that qualify as fatigue time.
Flex Position:	Does not have an assigned shift and may be assigned to work all three shifts. Such position would be posted as FTE flex (e.g., .6 FTE)
Night Shift:	Any shift starting after 7:59 p.m. and before 3:01 a.m.
Shared Governance	Shared decision-making based on the principles of partnership, equity, accountability, and ownership at the point of service. A management model that empowers RNs to have a voice in decision-making, thus encouraging diverse and creative input that will help advance the hospital's mission.

Staffing Pool position:	An RN hired for the Staffing Pool to provide coverage on units as needed where she is competent.
Stand-by (on-call):	An RN who has accepted the responsibility of being prepared to work within a specific period of time subject to the needs of the Hospital.
Stat nurse:	An RN, under the direction of the Hospital Supervisor, who accepts a roving assignment between multiple units where services are needed.
Temporary Layoff:	A reduction in work force for a period of time of not less than 10 calendar days but not more than 30 calendar days.
Variable Start Position:	Has an assigned shift however, starting time may vary within the assigned shift. Such positions would be posted as days variable, afternoon variable, nights variable (e.g., .6 DV, .7AV, .8NV)

Each position will be identified by each of the following categories:

- FTE
- Shift (D, A, N, F)
- Start times (V if variable)

MEMORANDUM OF AGREEMENT


This Memorandum of Agreement ("Agreement") is made and entered into, effective as of June 1, 2022, by and between DLP Marquette General Hospital, LLC d/b/a UP Health System Marquette (the "Hospital") and the Michigan Nurses Association (the "Association") (collectively, the "Parties"), in connection with and in furtherance of the parties' negotiation of a collective bargaining agreement effective during the period from June 1, 2022 to May 31, 2025 (the "CBA"). The Parties, intending to be legally bound, agree as follows:

1. If the Hospital offers an employer paid short-term disability benefit to Hospital non-union staff, it will offer the benefit to bargaining unit employees on the same basis.

2. Unless and until a short-term disability benefit is offered consistent with paragraph (1), nurses who accrue Extended Illness Bank hours per Article 32 may utilize EIB in one day increments. If the RN calls in on two consecutive shifts requesting EIB, the Hospital may request documentation justifying the need for EIB.

3. This Agreement shall expire with the CBA on May 31, 2025, unless extended in writing by both parties.


For the Hospital



11/9/22
Date

Date

For the Union



10/19/2022
Date

Date