

EXECUTION COPY

AGREEMENT
BETWEEN
THREE RIVERS HEALTH
-AND-
MICHIGAN NURSES ASSOCIATION
June 24, 2022 – March 31, 2025

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LETTER OF UNDERSTANDING BETWEEN THREE RIVERS HEALTH
("HOSPITAL") AND MICHIGAN NURSES ASSOCIATION ("UNION")
RE: CLINICAL ADVANCEMENT SYSTEM

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AGREEMENT

Agreement entered into effective as of June 24, 2022 between THREE RIVERS HEALTH, 701 South Health Parkway, Three Rivers, Michigan 49093, or at any other location or geographic area covered by the Hospital Authority Board, hereinafter referred to as the “Hospital” and the MICHIGAN NURSES ASSOCIATION, 2310 Jolly Oak Road, Okemos, Michigan 48864, hereinafter referred to as the “Association.”

ARTICLE I INTENT

It is recognized that the Hospital and the Registered Nurses are furnishing an essential public service vital to the health, welfare, safety and comfort of the patients and the community.

It is recognized, and it is the intent and purpose of the parties hereto, that this Agreement promote and improve the care and comfort of the patients of the Hospital as well as the interest of its employees, resolve all disputes and differences between the parties and set forth herein their Agreement covering rates of pay, hours of work and conditions of employment.

ARTICLE II RECOGNITION

A. Association Recognition.

The Hospital recognizes the Association as the exclusive bargaining agent, as defined in Act No. 336 of the Public Acts of 1947, as amended, for all full time and part time Registered Nurses employed by Three Rivers Health, including Charge Nurses and Diabetic Educators, but to exclude the Vice President, Nursing, Nurse Managers, House Supervisors, Utilization Review Coordinator, Case Management Coordinator, Education Coordinator, Infection Control Coordinator, Employee Health Coordinator, Discharge Planning Coordinator, Hospice Coordinator, and all nurses awaiting Michigan registration who are employed as nurses under the temporary permit issued by the Michigan Board of Nursing.

B. Employee Definitions.

1. Full Time. Registered Nurses who are regularly scheduled to work between seventy-two (72) and eighty (80) hours per pay period.
2. Part Time. Registered Nurses who are regularly scheduled to work between thirty two (32) and seventy-one (71) hours per pay period shall be classified as part time employees.
3. Relief Employees. Employees who are either not regularly scheduled or are scheduled for less than thirty two (32) hours per pay period and who may be called to work when needed, shall be classified as relief employees. Relief employees do

not accrue Bargaining Unit Seniority or continuous service credits for any time spent on relief status. The Hospital agrees not to engage the services of relief employees in order to permanently supplant regularly scheduled full or part time Registered Nurses, whether on active employment or layoff status.

4. Temporary Employees. Registered Nurses hired for a period of three (3) calendar months or less to perform temporary assignment may substitute for a bargaining unit employee who is absent. Any extension beyond the three (3) calendar month period shall be by mutual consent. Such employees will not accrue seniority or accrue fringe benefits unless retained as a regular employee beyond the temporary period.

The Hospital agrees not to engage the services of temporary employees in order to supplant regularly scheduled full or part time Registered Nurses, whether on active employment or on layoff status.

The provisions of this Contract that apply to probationary employees shall also apply to temporary employees.

5. Probationary Period. New full time and part time employees shall work on a probationary status for the first ninety (90) calendar days of their employment. During this period, the Hospital shall evaluate the ability of a probationary employee to perform the required work. All probationary employees shall be provided with an orientation and instruction program designed to familiarize them with definite duties and responsibilities. Probationary employees during orientation will not be counted as staff and will not take a patient assignment during their orientation. The decision not to retain a probationary employee is the exclusive province of the Hospital and such decision will not be subject to the Settlement of Disputes Procedure at Article VI. The Hospital continues to have the authority to extend the probationary period, provided, however, that it shall furnish to a representative of the Association notice that it is extending the probationary period prior to doing so and the Hospital agrees that failure to provide such notice will result in the probationary period not being extended and the employee becoming a seniority employee after the satisfactory completion of the initial probationary period.

ARTICLE III **ASSOCIATION SECURITY**

A. Employee Rights. The Hospital and Association recognize the right of employees to join or not to join a labor organization and agrees not to interfere with the rights of employees in this regard.

B. Authorization. During the life of this Agreement, the Hospital will honor voluntarily signed written authorizations secured by the Association from each Registered Nurse

employee who is or becomes a member of the Association for dues for the Michigan Nurses Association, the Local Chapter and Staff Council, and national affiliate per MNA bylaws authorizing the Hospital to deduct each calendar month from their pay any such membership dues uniformly established and levied in accordance with the Constitution or By Laws of the Association and/or remit the same to the Association office address not later than the fifteenth (15th) day of each calendar month in which the deductions are made.

1. Association shall make available to the Hospital all necessary information for the Hospital to be able to properly make the aforesaid deductions.
2. In the event of an overcharge or undercharge in any of the aforementioned deductions by the Hospital, the Association shall be responsible for the adjustment of such charges and/or claims with the Registered Nurse employee involved.
3. The Association shall indemnify the Hospital and hold it harmless against any and all suits, claims, demands and liabilities resulting from the payment to the Association of any sums deducted under this Article.
4. The Association shall be responsible for disbursements of dues received by it to the treasurers of the various associations. MNA shall notify the Hospital of the amount of the Association's dues.

The Hospital will cease such deduction if the employee sends written notice by certified mail to the Hospital and the Association not more than twenty (20) days and not less than ten (10) days before the annual anniversary date on which the employee signed the written authorization to have dues deducted from the employee's paycheck, or not more than twenty (20) days and not less than ten (10) days before the expiration of this Agreement.

ARTICLE IV **NURSING CARE AND RESPONSIBILITY**

A. Role of the Nurse.

1. Scope of Registered Nurse Practice. The Registered Professional Nurse is licensed as a health care professional to engage in the practice of nursing. The scope of practice of the Registered Professional Nurse includes the supervisory teaching, direction and coordination of less skilled personnel in the performance of delegated nursing activities. The Registered Professional Nurse has an obligation to practice and delegate within the individual's range of education, knowledge, competency, skill and experience.
2. Delegation by the Registered Professional Nurse. Delegation means an authorization granted by a licensee to a licensed individual to perform selected acts, tasks or functions which fall within the scope of practice of the delegator. A Registered Professional Nurse may delegate to a licensed or unlicensed individual who is otherwise qualified by education, training or experience, the performance of

selected acts, tasks or functions. The Registered Professional Nurse shall bear responsibility for the performance of such acts, tasks or functions performed by the delegates within the scope of the delegation.

3. Both parties agree that they share responsibility for providing nursing services which are consistent with the needs and goals of the recipients who use the Hospital. To this end, both parties further agree to recognize responsibilities of the Registered Nurse and the Hospital within the scope of the law, governmental guidelines, applicable rules and regulations, and the nurses' Code of Ethics. The code is as follows:

Provision 1: The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth, and uniqueness of every individual, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.

Provision 2: The nurse's primary commitment is to the patient, whether an individual, family, group, or community.

Provision 3: The nurse promotes, advocates for, and strives to protect the health, safety, and rights of the patient.

Provision 4: The nurse is responsible and accountable for individual nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.

Provision 5: The nurse owes the same duties to self as to others, including the responsibility to preserve integrity and safety, to maintain competence, and to continue personal and professional growth.

Provision 6: The nurse participates in establishing, maintaining, and improving health care environments and the conditions of employment conducive to the provision of quality health care and consistent with the values of the profession through individual and collective action.

Provision 7: The nurse participates in the advancement of the profession through contributions to practice, education, administration, and knowledge development.

Provision 8: The nurse collaborates with other health professionals and the public in promoting community, national, and international efforts to meet health needs.

Provision 9: The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for

maintaining the integrity of the profession and its practice, and for shaping social policy.

4. Joint Responsibility - Productivity/New Equipment/Technology. The Association, the Hospital and its employees recognize their responsibility to affect the elimination of restrictive, inefficient and cost intensive work practices. The Association recognizes that continued employment at a fair wage can continue only as long as the organization can maintain a competitive position in the market. The Parties agree that this result is dependent upon achieving a high quality of individual employee quality, performance and efficiency. The Association undertakes to encourage its members to attain this objective.

5. Association Commitment. The Association agrees that it will not directly or indirectly oppose or interfere with the efforts of the Hospital to maintain and improve the skill, ability, efficiency and productivity of the work force. The Association and the Hospital agree that they will cooperate in establishing and maintaining efficient and productive practices. In that respect, the Hospital has the responsibility and the right to introduce new equipment, procedures, advanced technologies and other innovations, etc., for the purpose of enhancing quality, efficiency, safety and patient, physician and employee satisfaction. To the extent that there is any substantive change in professional job content or displacement of bargaining unit members, the Hospital agrees to discuss the effects of any such changes in the Association in advance.

6. It is the responsibility of each Registered Nurse to maintain and upgrade **their** knowledge and skill affecting the quality of nursing care.

It is the Hospital's responsibility to establish programs and/or provide resources and appropriate opportunities within and outside the agency/facility for orientation and staff development and to support, and encourage opportunity to seek continuing professional development.

7. Qualified Registered Nurses shall be responsible for supervising, directing or teaching nursing personnel and evaluation of clinical nursing services of such personnel.

B. Collaborative Practice Committee.

Nursing councils consisting of employee members of Staff Council shall be established for the purpose of discussing with the Vice President, Nursing and his/her designated nursing staff representatives matters of mutual concern that affect the quality of nursing care and nursing needs generally. Nursing Councils will be established by mutual agreement between the Hospital and the Staff Council. Unit Councils will address issues pertaining to their units and the chairperson of each Unit Council may participate in the RN Practice Council in addition to the President of the Bargaining Unit. Issues to be discussed may include, but are not limited to, issues that relate to the coordination between departments, staffing levels and ratios, and work efficiency issues. Ratios

will be posted on each unit. Staff Council members participating in committee meetings shall have their time spent in the meetings count as hours worked. Such meetings shall be exclusive of the grievance procedure and no grievance shall be considered at such meetings nor shall negotiations for altering the terms of this Agreement be held at such meetings. Staffing ratios for each unit shall be provided to the Staff Council and no changes shall be made to these ratios until a meeting of the Collaborative Practice Committee has occurred to discuss and review the documentation utilized for the proposed changes. Ratios will be discussed at least quarterly. The parties agree, however, that it is ultimately the Hospital's decision what staffing ratios will be at Three Rivers Health.

C. Confidential Information.

The Association and the employees recognize the importance of courtesy and protection of confidential information concerning patients and their families. Disclosure of the information by an employee with any unauthorized person shall be regarded as a breach of confidence and may be grounds for immediate discipline up to and including termination of employment.

D. Continuing Education.

1. Nurses desiring to attend professional and educational offerings shall submit a request in writing to the direct supervisor or manager.
2. Nurses may be given time off without loss of pay to attend such meetings and may also be reimbursed for out of pocket expenses incurred in such attendance. The decision of who, if anyone, shall attend such meetings is reserved to the Hospital.
3. All nurses attending in-service meetings and monthly staff meetings outside their regular shift shall be compensated for all time spent in such meetings, but in any event shall be compensated for no less than one (1) hour for any single meeting.
4. The Hospital and the Association agree that the providing of continuing education courses which provide requisite credit is of significant value to the Hospital and its nurses. The Hospital will provide both on-site and off-site courses. It will pay the regular hourly rate of the nurse for all time spent for on-site training for those employees who attend during their work shifts. Both parties agree that the Hospital will make every reasonable effort to provide relief or coverage to MNA RNs to attend meetings and/or education. The Hospital will pay the cost of the off-site training at designated seminars, and in those cases, the nurses' wages are not paid. If training and/or certification is required by the Hospital, the Hospital will pay for the certification at a Hospital approved location. Additionally, the Hospital is willing to explore and offer Internet courses. The Hospital will utilize the Collaborative Practice Committee to help plan and facilitate the training at the Hospital. RNs shall be paid for all training that is job related and not voluntary.

ARTICLE V
MANAGEMENT RIGHTS AND EMPLOYEE REPRESENTATION

A. Exclusive Hospital Function.

All management functions and responsibilities which the Hospital has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively in the Hospital. The Hospital management shall have the sole and exclusive right to manage and operate its facilities, all operations and activities including, but not limited to, the direction and scheduling of its working force of employees, the right to hire, suspend, discipline, discharge for cause, promote, demote, assign, transfer, lay off, recall or relieve employees from duty, discontinue and reorganize any department, promulgate and enforce rules and regulations, to maintain discipline and efficiency among employees, to decide the number of employees, to establish policies and procedures (including, but not limited to, those relating to social media, drug and alcohol testing, and substance abuse) to determine the type and scope of services to be furnished to patients and the nature of the facilities to be operated, to establish schedules of operation and to determine the methods, procedures and means of providing services to patients, to determine the appropriate skill mix of all classifications of employees by department and shift to most efficiently provide the services needed and schedule accordingly, subject to the requirements of Article IV, Section B. Management shall also have the sole and exclusive right to introduce new or improved working methods or facilities. The Hospital shall not violate any of the provisions of this Agreement in the exercise of the above rights.

B. Total Scope of Agreement.

Parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining and that the understanding arrived at after the exercise of that right is set forth in this Agreement. The expressed provisions of this Contract for its duration, therefore, constitute the complete and total Contract between the Hospital and the Association with respect to rates of pay, wages, hours of work and other conditions of employment. The parties dearly understand that past practices which have not been specifically guaranteed, limited or abridged by this Agreement will not necessarily continue.

C. Association Activities.

The Registered Nurses Staff Council, composed of all employees covered by this Agreement, has been established to serve as the local functioning unit of the Michigan Nurses Association with regard to collective bargaining agreements which cover the members of this Council between the Association and the Hospital.

The Association will furnish the Hospital with the names of the officers of the council and other representatives chosen by the membership to act on its behalf.

There shall be no Association activities during an employee's work time in working areas provided that this shall not prevent the handling of grievances or disputes by employee or Association representatives. An Association representative shall at all times have access to the Hospital for the

purpose of adjusting disputes and/or administration of the Contract and such access shall in no way affect the quality of patient care. Such access shall be first approved by administrative officers. The Hospital will furnish to the Association the name, and contact information of newly hired bargaining unit members within thirty (30) days of hire.

ARTICLE VI
SETTLEMENT OF DISPUTES PROCEDURE

A. Principles.

The Association and the Hospital recognize their mutual responsibility for the prompt and orderly disposition of grievances and disputes of employees that arise under this agreement. To this end, the Association, the employees and the Hospital agree that the provisions of this Article shall provide the means of settlement of all grievances (disputes of employees or the Association arising as a result of the application and/or the interpretation of this Agreement). The term “days” used in this Article shall not include Saturdays, Sundays or holidays. A grievance shall include a statement concerning the section or sections of the Agreement which are claimed to have been violated, a complete description of the alleged violation and brief summary of facts on which it is based and the remedy sought, written in a legible fashion on a standardized form. All grievances and correspondence will be sent by email.

B. Procedural Steps.

Any dispute or grievance deemed above which the Registered Nurse or Association has not been able to adjust informally may be made the subject of a grievance and shall be presented in the following steps:

Step One: A Nurse having a grievance shall present it in writing within five (5) days from the occurrence or knowledge of the cause for complaint, either individually or with a member of the Grievance Committee, to their immediate Supervisor. Within five (5) days from the receipt of the grievance, at this step, the Supervisor shall provide an answer, in writing, to the grievant. Copies of answers to grievances shall be served simultaneously on the Chairperson of the Staff Council or designee.

Step Two: If a satisfactory settlement is not achieved at Step One, the Nurse having the grievance shall within five (5) days of receiving the reply present it in writing to the Vice President, Nursing. Within five (5) days of the receipt of the grievance at this Step, the Vice President, Nursing shall provide a written answer to the grievant. Copies of answers to grievances shall be served simultaneously on the Chairperson of the Staff Council or designee.

Step Three: If a satisfactory settlement is not achieved at Step Two, the Nurse having the grievance and/or the Association may, within five (5) days of receiving the written Step Two reply, appeal in writing to the Human Resources Department for a hearing of the dispute. Upon receipt of the written appeal, the appropriate individual in the Human Resources Department shall schedule a meeting within five (5) days or within such time mutually agreeable to all parties to provide a full opportunity for all parties to clearly and completely present their respective positions. The Human

Resources Department, within five (5) days of the appeal meeting, will issue a written decision, with copies to the grievant, the Association Representative and Staff Council Chairperson. Copies of answers to grievances shall be served simultaneously on the Chairperson of the Staff Council or designee.

Step Four: If a satisfactory settlement is not achieved at Step Three, the Association may request arbitration by notifying the Hospital in writing within forty five (45) days of receiving the Step Three decision of its intention to submit dispute to binding arbitration. The Association and the Hospital shall select a mutually satisfactory arbitrator who, subject to the limitations of this Agreement, shall be empowered to hear and investigate and decide the difference between the parties which arises in connection with the application or interpretation of the provisions of this Agreement.

If the parties are unable to agree on an arbitrator within ten (10) days of the receipt by the Hospital of the notice of intent to submit the dispute to arbitration, the matter shall be submitted to the Federal Mediation and Conciliation Service to assist with the selection by submitting a list of five (5) qualified arbitrators from a Regional Panel, all of whom shall be members of the National Academy of Arbitrators. Each party shall alternately strike a name from the list of proposed arbitrators until one (1) name remains who shall be the arbitrator. If Federal Mediation and Conciliation is used and either party fails to make a selection from the list of arbitrators within twenty (20) days, then the first selection of the other party shall be chosen. The parties shall, in good faith, attempt to agree upon a joint stipulation of the issues involved. The expense of the arbitrator shall be shared equally by the Association and the Hospital.

C. Arbitrator's Jurisdiction.

The jurisdiction of the authority of the arbitrator and the opinion and award shall be confined exclusively to the specific provisions or provision of this Agreement at issue between the parties. The arbitrator shall not have authority to add to, alter, amend or modify any provision of this Agreement. The award, in writing, of the arbitrator shall be final and binding upon the parties. If the grievance involves the Hospital failing to contact and offer the grievant the opportunity to work, any award shall be limited to the RN being provided the opportunity to work the number of hours at issue within the next 30 calendar days of the grievance being granted, so that a mutually convenient date can be scheduled.

D. Scope of Consideration.

It is expressly understood that excluded from the arbitrator's consideration are unadjusted grievances or disputes which question the exercise of the right of the Hospital to manage or which question the use or application of any right over which the Hospital is given unilateral discretion in this Agreement. In that respect, the arbitrator shall be without power and authority to make any decision as to the following:

1. Contrary or inconsistent with or modifying or varying in any way the terms of this Agreement;

2. Concerning the discipline or discharge of an employee for engaging in a strike, slow down or work stoppage;
3. Establishing wage scales or rate on a new or changed job;
4. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement;
5. Relating to the discipline and/or discharge of any employee who has not completed their probationary period or who is considered a temporary employee; and
6. Concerning management rights.

E. Group Grievance.

The Association may initiate a grievance at Step Three of this Article which involves more than two (2) Registered Nurses provided such grievance has the authorized signature of a member of the Association.

F. Time and Limits.

No grievance or dispute will be considered at any Step of this procedure unless it is filed and processed within the respective time limits and according to the procedure set forth in this Article unless an extension of time is mutually agreed to by the parties in writing. If the grievance is not advanced timely from one Step to the next, it shall be considered to have been settled by the Association in accordance with the last disposition made by the Hospital or likewise to have been settled by the Hospital in accordance with the relief requested by the grievant or the Association.

G. Right to Representation. Grievant has the right to representation at any and all Steps of the grievance procedure. Grievant and representative are entitled to time off without loss of pay to process the grievance as outlined above.

H. Exclusive Remedy.

It is mutually agreed that patient care is the first obligation and concern to be provided and considered by the Hospital, the employees and the Union, and it is further understood and agreed that the grievance and arbitration procedures set forth herein provide the sole remedy for settlement of grievances and disputes. With this premise fully understood by all parties, the Union, its officers, agents, representatives and all members shall not directly or indirectly authorize, cause, assist, encourage, ratify or condone any strike, sit down, cessation or stoppage of work or other interruption of work or services of any of the Hospital's operations. For purposes of this Article, the term "strike" shall include all forms of strikes, including safety strikes, sympathy strikes, economic strikes and unfair labor practice strikes. The Hospital will not lock out employees during the term of this Agreement.

ARTICLE VII
WORKING CONDITIONS

A. Work Day.

The normal work day shall consist of eight and one-half (8-1/2) hours, ten and one-half (10-1/2) hours, or twelve and one-half (12-1/2) hours, within a twenty four (24) hour period, defined as the beginning of a Nurse's regularly scheduled shift (i.e. 7:00 am, 3:00 pm, or 11:00 pm) and ending twenty four (24) hours thereafter.

B. Employee Call-In. Employees must call in at least two (2) hours before the start of their shift for unscheduled absences.

C. Duration of Work Day.

The shift shall normally consist of either eight and one half (8 1/2) hours with eight (8) hours of work and one half (1/2) hour of unpaid lunch, ten and one-half (10-1/2) hours with ten (10) hours of work and one-half (1/2) hour of unpaid lunch, or twelve and one-half (12- 1/2) hours with twelve (12) hours of work and one-half (1/2) hour of unpaid lunch.

Employees are entitled to request permission to leave the Hospital premises during their one half (1/2) hour unpaid lunch period. The Nursing Administration has sole authority to grant or deny such permission. Employees granted permission must sign out and in. Hospital policies involving tardiness and absenteeism will be applied to employees who exceed the allotted time for lunch.

D. Definitions of Workweek and Pay Period. Effective by 1.1.2023

1. Forty (40) Hours. A forty (40) hour period starting at 12:00 am Sunday and ending seven (7) days thereafter at 11:59 pm.

2. Pay Period. A fourteen (14) day period beginning at 12:00 am Sunday and ending fourteen (14) days thereafter at 11:59 pm.

E. Hours Worked.

Nothing in this Agreement shall be construed as a guarantee by the Hospital for hours worked per day, per week or per year. Overtime shall only be worked when authorized by the manager, supervisor or designee.

F. Rest Periods.

Employees scheduled for a full shift shall be entitled to two (2) rest periods for fifteen (15) minutes each during their regular work day as scheduled by the Hospital for each employee. Employees scheduled to work four (4) hours or more, but less than eight (8) hours, shall receive one (1) such fifteen (15) minute rest period. Employees scheduled for twelve and one half (12-1/2) hour shifts shall be entitled to three (3) rest periods for fifteen (15) minutes during their regular work day.

These rest periods shall be considered time worked. Employees who are breastfeeding are entitled to breaks for breastfeeding consistent with the Lactation policy maintained by the Hospital.

G. Shifts Scheduled.

It is the intent of the Hospital to schedule shifts in such a way as to:

1. Avoid regularly scheduled return to work within less than fifteen and one half (15-1/2) hours of the last shift worked. For twelve (12) hour shift employees, to avoid regularly scheduled return to work within less than eleven and one half (11-1/2) hours.
2. Avoid regularly scheduling an employee to work for more than five (5) consecutive days. This paragraph, however, shall not be construed as preventing the Hospital from deviating from such schedule where necessary for the efficient operation of the Hospital and quality patient care.
3. No RN shall have direct work hours that exceed sixty (60) hours in any five (5) consecutive days. Direct hours worked for purposes of the 60-hour maximum shall not include indirect hours such as conferences and councils and also does not include up to five (5) hours per work week resulting from end of shift overtime up to sixty-five (65) hours maximum. Consistent with this limitation, the Hospital, in awarding available hours, can rely only on scheduled hours and hours of low need in determining which nurse should be awarded hours. Similarly, in determining which RN will be called in, the Hospital can exclude any nurse who, based on the nurse's scheduled hours, would exceed 60 hours in any five (5) consecutive days if the RN is called in for the shift at issue. The Hospital will not schedule or call in a nurse if by calling the nurse or awarding the nurse the shift at issue, would result in the nurse exceeding 60 hours.

H. Work Schedule.

1. The work schedule will encompass a six (6) week period. Nursing administration will plan the nurse's work schedule for each six (6) week period and will post such schedule at least two (2) weeks in advance of the schedule's beginning. Posted schedules may be subject to temporary changes when unusual circumstances prevail. Temporary changes shall be construed to mean changes which will last no longer than seven (7) days. Every reasonable effort will be made to maintain a regular master schedule.
2. Under such circumstances, the Hospital reserves the right to adjust an employee's shift assignment or schedule, when necessary, to maintain operating efficiency and/or optimum patient care. In effectuating this right, the Hospital shall first seek qualified volunteers from the bargaining unit and if none are available, then shift or schedule changes shall apply to qualified employees with the least seniority.

3. Available Hours. After the schedule is prepared but prior to its posting should there be open shifts available, the following will occur.

- a. Available RN hours will be posted for openings in the schedule.
- b. Available RN hours will be offered on a first come, first served basis to RNs in the specific department where the work is available.
- c. Available RN hours will be offered to Relief/temporary RNs in the specific department where the work is available.
- d. Available RN hours will be offered to all qualified bargaining unit employees.
- e. Agency.
- f. If any shifts have not been filled at this point, bargaining unit RNs will be required to pick up a maximum of one additional shift per six week schedule. Required shifts will be assigned according to bargaining unit seniority if more than one RN requests a specific shift.
- g. RNs will not be allowed to sign up for and work more than sixteen (16) hours in one (1) work day.

4. Significant changes in posted work schedules which affect a period greater than seven (7) scheduled days shall be discussed with the Michigan Nurses Association Staff Council and the affected RN prior to implementation.

I. Weekend Schedules.

The Hospital will schedule employees covered by this Agreement so that the employee shall not be scheduled to work more than two (2) out of four (4) weekends unless the employee agrees to work more weekends. Weekends are defined as a consecutive Saturday and Sunday, beginning at 7:00 P.M. on Friday.

J. Unscheduled Work. Effective by 1.1.2023

Associates who are called to cover any portion of a non-regular work schedule where they were provided 8 or less hours' notice prior to the start of the shift will receive a \$10/hour add on to their regular base pay rate. When unscheduled work becomes available, management will offer such work to bargaining unit employees as follows:

1. Reassign qualified RNs working in the Hospital who are qualified, competent and oriented to be reassigned to the department where extra work is available on a rotating basis.

2. Qualified RNs who have been low censused during the current pay period by seniority, who will not incur overtime.
3. The Hospital may offer such available extra work to any qualified relief employee who is available.
4. The most senior bargaining unit employee in the specific department where the extra work occurs will be offered the extra work assignment(s) providing it does not cause the Hospital to incur overtime.
5. When extra work assignments/schedules cannot be filled by employees assigned to the department as stated in 4, above, the extra work may be offered to any qualified bargaining unit employee in any other department, on the basis of bargaining unit seniority providing it does not incur overtime.
6. If there are no qualified employees available for work on a no-overtime basis, the Hospital shall offer the available extra work on an overtime basis to the most senior qualified employee in the department.
7. If no one is available and/or willing to work the overtime on the shift and department, the available overtime may be offered to the remaining qualified bargaining unit employees based on bargaining unit seniority.
8. When there are no bargaining unit employees available to work extra work, management shall have the option to cover the extra work in the most cost effective manner possible with individuals of equal or higher qualifications and/or by utilizing rented/contractual employees.
9. When there are no bargaining unit, rental, contractual or other qualified Hospital employees available and/or willing to work any available extra work on a scheduled or unscheduled basis, bargaining unit employees shall be required to work the extra scheduled or unscheduled work on a rotating basis beginning with the least senior bargaining unit employee. Whenever it is necessary for the Hospital to mandate a nurse from home, the nurse shall receive 1.5x the RNs applicable hourly wage, including any applicable premiums. This provision will expire, and the Hospital will no longer be able to mandate a nurse from home, on the one-year anniversary of the implementation of this contract.
10. The parties agree that mandatory overtime on an unscheduled day should only be used as a last resort, and that whenever an RN is mandated to work from home the Hospital will provide at least four (4) days' notice when reasonably possible. The parties further agree to meet within a mutually convenient time(s) when an RN is mandated from home to discuss the issue and to look for solutions to resolve the issue(s).

In order to avoid making unnecessary calls/contacts, RNs who do not wish to pick up extra work assignments during that schedule period may indicate this preference to the supervisor who will enter this into the scheduling system. Nurses who indicate that they do not want extra work shall forfeit any seniority rights to extra work during that period. Should this extra work result in the RN working more than one (1) mandated shift in a six (6) week schedule, a \$10.00/hour add-on will be applied to any shift(s) in excess of one (1) in six (6) weeks.

K. Report Pay.

When an employee is requested to work on a scheduled or unscheduled basis, but the scheduled or unscheduled work becomes unnecessary, the employee will be entitled to an automatic three (3) hours pay at the employee's regular rate if given less than two (2) hours' notice that the employee will not be required except in cases where low census is caused by another employee exercising his/her bumping rights. Employees are not eligible for report pay if work is offered to them in another department which they are qualified to work for their scheduled shift. When a nurse is floated into a department and is required to return to the original department, the nurse shall be replaced as staffing needs require and staff is available.

L. Changes in Work Patterns.

If either the Hospital or the Association wishes to propose changes in the normal shifts worked by employees in the bargaining unit or significant changes in the work patterns in a particular department or departments, the parties shall schedule a meeting between members of management, members of the Staff Council and the non-employee representative of the Staff Council. Changes shall only be made after reasonable efforts have been made to reach a mutual agreement of the parties.

M. Implementation of Twelve (12) Hour Shifts.

When implementing twelve (12) hour shifts, the following procedure will be followed:

1. All current positions will be abolished.
2. Nursing Administration/Staff will develop a new list of positions, which may include a combination of eight (8) and twelve (12) hour shifts.
3. All available positions will be posted. The positions will be awarded by seniority of department employees. Any unfilled positions will be made available to employees of other departments first, then outside hires, if necessary. The MNA Representative will also be available to help resolve any scheduling conflicts.
4. Implementation in other departments will be accomplished by phased-in by posting available hours when deemed appropriate by the Hospital.

N. Mandation. In the event that staffing needs arise for unforeseen reasons, such as sick calls or sudden census increases, Registered Nurses shall upon request of the Manager or Supervisor continue working beyond his/her regular shift until adequate coverage is obtained.

Registered Nurses will be mandated to work on a rotating basis in ascending order of seniority. In such circumstances nurses will be eligible for 1.5x their base wages for time worked after the scheduled shift through the first anniversary date of the contract; after the first anniversary date, in such circumstances, nurses will be eligible for a \$10.00 add-on for time worked after the scheduled shift. Nurses floated to the department will be the last to be mandated if a need arises in that department.

1. Registered Nurses who are mandated will be provided at least one (1) hours' notice before the end of their scheduled shift to make arrangements in order to stay beyond their shift.
2. Nurses who are working extra shifts or have pre-approved time off during the time of mandation will not be mandated.
3. There will be at least 8-1/2 hours rest between the end of the shift and the Registered Nurse's next scheduled shift.
4. The parties agree that mandatory overtime will not be used as a staffing tool.
5. A report of mandatory hours will be provided to the Association President upon request.

O. Floating. Whenever an RN is floated to the Rehab Department as the Primary Nurse, the floated RN shall have at least one (1) Nurse Assistant working with the RN.

ARTICLE VIII SENIORITY

A. Bargaining Unit Seniority.

Bargaining Unit Seniority shall be defined to mean the length of an employee's continuous service with the Hospital computed from the employee's most recent date of entry into a classification covered by this Agreement. Both full time and part time employees shall accumulate seniority equally.

B. Application of Seniority.

Bargaining Unit Seniority will be a factor in determining job preference, shift, promotion, layoff, recall and job transfer. Due consideration will also be given to the employee's ability and ultimately to considerations involving the best possible patient care. All new employees shall have no seniority until they have successfully completed their probationary period. Upon completion of the probationary period, the employee shall acquire seniority and shall be placed upon the seniority list with a date to coincide with the last date of entry into a position covered by this Agreement. If two employees start on the same day, the higher seniority will be determined by ascending alphabetical order of the employee's last name at the date of entry.

C. Loss of Seniority.

For purposes of this Agreement, seniority shall terminate upon the occurrence of any one of the following events:

1. If an employee shall resign;
2. If the employee shall be discharged for just cause;
3. If the employee shall be absent from work for two (2) consecutive working days without advising the Hospital and giving satisfactory reason for such absence;
4. If the employee shall fail to return from a leave of absence;
5. If the employee shall give a false reason for a leave of absence;
6. If the employee shall engage in other employment during a leave of absence; except when the employment is performed while on an approved educational leave;
7. If a settlement with the employee has been made for total disability;
8. If the employee shall be retired;
9. If the employee is laid off and not recalled to work within a twelve (12) month period from the date of layoff;
10. If the employee falsifies pertinent information on the application for employment;
11. If the RN leaves the bargaining unit and later returns within six (6) months, seniority will be credited with their previous seniority date but will not accrue seniority for the time away from the bargaining unit.
12. If any employee is absent from work for any reason for a period of more than twelve (12) consecutive months or the length of the employee's seniority, whichever is less.

D. Seniority Accrual While on Leave of Absence.

Should a Nurse be approved by the Hospital to be on a leave of absence, seniority will continue to accrue.

E. Continuous Service Date.

Continuous Service Date shall be defined to mean the length of an employee's Hospital seniority computed from the employee's most recent date of hire excluding time spent on relief status.

Employees shall retain Hospital seniority based on their length of continuous service with the Hospital for purposes of longevity, benefits and computing length of vacations.

F. Seniority List.

The Hospital agrees to provide to the Association and to the Chairperson and the Secretary of the Staff Council an up to date seniority list including name, address, date of hire and terminations every four (4) months. The Hospital also agrees to provide to the Association and to the Chairperson and Secretary of the Staff Council the names, addresses and dates of hire of new employees within one (1) month after they are hired.

G. Transfers Outside Bargaining Unit.

Any employee who has transferred out of the bargaining unit or who is in the future transferred or promoted to a position outside the bargaining unit, other than relief or temporary employees, and who is later returned to the bargaining unit shall be credited at the time of their return with the seniority they had when they were transferred out, but shall not be credited with seniority for the period they were outside the bargaining unit. The return of such personnel to the bargaining unit shall not cause the displacement of any bargaining unit employee. The Hospital reserves the right to determine all conditions of employment for individuals outside of the bargaining unit and such individuals do not have any right to continued employment with the Hospital or any other rights under this Agreement. An employee's right to be credited with previously earned seniority will terminate according to this Article, Section C., paragraph 11, above.

ARTICLE IX
EVALUATIONS, PROMOTIONS, TRANSFERS

A. Performance Evaluation.

Nursing supervision shall prepare a written performance evaluation for each Registered Nurse at the completion of the probationary period and once each year thereafter. After the evaluation has been discussed with the nurse, the nurse shall sign the evaluation to indicate that it has been reviewed by themselves; however, such signature will not imply agreement or disagreement with the evaluation. A copy of the evaluation shall be made available to the individual nurse if desired. If the individual nurse requests it, the Vice President, Nursing will have a formal interview with the individual nurse and the written evaluation will be reviewed. In the event that the Hospital believes that the Registered Nurse is not fulfilling the responsibilities of their position, the Vice President, Nursing or their designee shall discuss the problem with the nurse and an attempt shall be made to counsel and advise the nurse. Any discipline or discharge that ultimately results will be subject to the further provisions of this Article.

B. Transfers, Vacancies and Promotions.

Whenever a vacancy, as hereinafter defined, becomes available, Registered Nurses shall be permitted to indicate their desire to be considered for such vacancy in the following manner:

1. A vacancy is defined as bargaining unit position resulting from a newly created job or one caused by discharge, resignation, retirement, death or permanent transfer.
2. When management determines a vacancy must be filled, said vacancies shall be posted electronically for a period of five (5) business days and shall indicate the department involved, the hours of work and qualifications expected of the applicants. In the event no qualified applicants apply within the five (5) business day period, the Hospital may fill the position from any other source. The Hospital agrees to maintain and post an up to date list of unfilled positions. Present employees may apply at any time for these positions.
3. All interested Registered Nurses shall become applicants by completing a short form electronic application.
4. Any Registered Nurse who currently has an active Corrective Action from the last six (6) months in their personnel file will not be eligible to bid.
5. The vacancy shall be awarded to the most senior qualified applicant for the job in the bargaining unit in the department. Next, the position will be filled by the most senior qualified applicant in the bargaining unit in the Hospital. The Hospital will determine who is qualified by taking into account the nurse's skill, ability, experience, and education. In the event that there are two (2) or more equally qualified applicants, the most senior applicant will be awarded the vacancy. The successful applicant will normally be placed into the position within four (4) weeks, but not more than 90 days, of the notice of award unless mutually agreed otherwise.
6. All rejected timely bidders will be notified when the job is filled.
7. A relief employee may not be awarded a posted position unless there are no qualified candidates in the bargaining unit who apply for the position.

C. Source of Personnel.

In the event there are no qualified applicants for the position, the Hospital may fill the position from any other source. However, the Hospital will make every attempt to fill its vacancies within the bargaining unit by promotion or transfer from the present employee complement of Registered Nurses.

D. Position Change.

Registered Nurses shall not be allowed to change positions through transfers, promotions, etc. until a twelve (12) month period has elapsed since their last position change, unless by mutual agreement between the Vice President, Nursing and the Registered Nurse. When changing positions, there shall be a probationary period of fourteen (14) calendar days during which the Registered Nurse will be evaluated with respect to their new duties and responsibilities. The Registered Nurse who so requests will be returned to their former position within that period of

time when transferring to a new department. The Hospital may also return the nurse to their former position within that period of time. This will not apply to RNs changing shifts within the same department. However, following implementation of the twelve (12) hour shift option as a department, if within fourteen (14) calendar days of implementation a twelve (12) hour shift employee wishes to return to an eight (8) hour position, they will be allowed to return to the first available eight (8) hour shift which they are qualified without regard to seniority.

E. Work Scheduling.

It is not the intent of this Article that job promotion or job vacancy should be confused with shift rotation, shift coverage, weekend schedules or shift schedules. Where such scheduling is involved in the normal course of staffing, the provisions of Article VII shall apply.

ARTICLE X
LAYOFF AND RECALL

A. Temporary Inter Department Layoff or Low Census.

There is reserved the right to the employer to temporarily make reductions in the work force for up to seven (7) consecutive days, due to a reduction of census within the department. The reduction shall be accomplished in the following manner:

1. The Hospital may ask for volunteers. They may or may not choose to use any available accrued PTO time for the low census day.
2. Any PRN nurse working on a premium pay basis.
3. Any nurse full or part-time working on a premium pay basis.
4. Subcontracted, on-call, temporary and probationary employees in any order. [Note: For the purpose of this section, the term “on-call” has the same meaning as “relief.”]
5. Full time and part time nurses who would be working in excess of their normal schedule on the day in question and in reverse order of their seniority.
6. Full time and part time nurses in reverse order of their seniority on the shift and department affected.
7. Nurses may be given the option to float to any department they are qualified to work to avoid layoff.
8. No additional help will be called in or asked to work overtime before giving this option to the nurse(s) laid off, provided they are qualified as determined by Nursing Administration.

9. Seniority shall accrue while on temporary layoff.

B. Layoff.

For any reduction in the work force which will last for more than seven (7) consecutive days, the following procedure will apply:

1. All subcontracted, relief, temporary and probationary employees shall be laid off in that order on the shift affected.
2. If further reductions are necessary, the Hospital will provide the Union with 14 days' notice of the layoff. The Hospital shall designate shift(s), the department or departments to be reduced, and the reduction shall then take place in the inverse order of seniority, least senior registered nurse first. The RNs affected by the reduction may exercise their seniority by bumping the least senior RN on any other shift in their department or the least senior RN on their shift in any other department in which they are qualified to work.
3. Full time and part time nurses in reverse order of their seniority.
4. All RNs exercising their seniority rights shall assume the hours and schedules of the RNs they bump.
5. RNs may only bump into positions which they are capable and qualified to work (i.e. currently trained and requiring only minimum orientation) as determined by Nursing Administration.
6. The Staff Council Chairpersons will be notified in writing prior to implementing any layoff procedure.
7. The Hospital will not increase the scheduled hours of part time employees to avoid recalling employees on layoff.
8. Recall. Recall to work shall be in the inverse order of layoff.
9. In all cases of the application of seniority, pursuant to this Article, the Hospital shall take into account particular skills, ability, experience and education of the Registered Professional Nurses involved and in the interest of sound patient care, the determination of competency shall be made by the Hospital.
10. Registered Nurses will be laid off only when no work within the classification is available. No ancillary personnel shall be used to do work which nurses are capable of doing.

ARTICLE XI
LEAVES OF ABSENCE

A. FMLA

The Family Medical Leave Act (FMLA) provides unpaid, job-protected leave for absences due to an associate’s inability to work because of their own serious health condition, or because they need to care for a parent, spouse or child with a serious health condition. FMLA also covers Military Exigency. Leave may be taken consecutively or intermittent. Leaves may also be taken for certain permitted personal matters outside FMLA. The Hospital’s Leave of Absence Policy (adopted from Beacon) as last revised July 2019 shall govern leave processes.

B. Other Leaves

1. Bereavement Leave. In cases of death in an employee’s immediate family (spouse or child), the employee shall receive a maximum of five (5) consecutive calendar days off without loss of pay. In cases of death of an employee’s other family members (parent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-daughter, step-son, grandchild, step-father, step-mother, and common law spouse), the employee shall receive a maximum of three (3) consecutive calendar days off without loss of pay. In the case of death of an employee’s grandparent, the employee shall receive a maximum of two (2) consecutive calendar days off without loss of pay. Employees shall be paid through the “bereavement” category in payroll. The approved consecutive calendar days may be taken off any time following the date of decease, provided the time does not extend more than one (1) day beyond the date of the funeral or the memorial service. In cases of death of a brother-in-law, sister-in-law, uncle or aunt of the employee, niece or nephew, grand-parent-in-law or foster child living in the employee’s home, the day of the funeral or memorial service may be taken off without loss of pay if it is a scheduled work day. The employee will be paid through the “bereavement” category in payroll. Verification may be required. Accommodation for special religious beliefs or extensions into a personal leave may be requested. Below is a chart to help give a better visual of the above bereavement leaves.

Reason for Leave - Death of Family Member	Consecutive Calendar Days Off Without Loss of Pay
Spouse	5
Child	5
Parent	3
Brother	3
Sister	3
Father-in-Law	3
Mother-in-Law	3
Son-in-Law	3
Daughter-in-Law	3

Reason for Leave - Death of Family Member	Consecutive Calendar Days Off Without Loss of Pay
Step-Daughter	3
Step-Son	3
Grandchild	3
Step-Father	3
Step-Mother	3
Common Law Spouse	3
Grandparent	2
Brother-in-Law	1
Sister-in-Law	1
Uncle	1
Aunt	1
Niece	1
Nephew	1
Grandparent In-Law	1
Foster Child Living in Employee's	1

2. Jury Duty. Benefits provided per Jury Duty Policy maintained by the Hospital.

3. Military Leave. The Hospital agrees to abide by the provisions of state and federal laws with respect to a leave of absence of military service, including reserve and National Guard duty.

ARTICLE XII
SPECIAL CONFERENCES

A. Special Conferences.

To promote meaningful communication on issues relevant to quality patient care and the nurses' working environment, a special conference(s) may be held at a mutually agreeable time when the Hospital deems the issue(s) significant enough to warrant a conference. Such conference(s) will be held according to the following procedure:

1. Both the Union and the Hospital may suggest agenda items and the agenda shall be prepared and mutually approved by both parties.
2. No more than three (3) persons from Administration and three (3) persons from the Nursing Council shall attend.
3. The meeting(s) shall not last more than one and one half (1-1/2) hours.

4. Third party representatives shall be allowed by mutual agreement of both parties.

5. Scheduling of such conference(s) will, where possible, not interfere with staff council member(s) work hours, but it is specifically understood that the conference meeting time for council members will not be paid for by Hospital.

ARTICLE XIII
GENERAL PROVISIONS

A. Non Discrimination.

The Hospital and the Association agree that in employing, promoting, advancing or assigning to positions or any other term or condition of employment, not to discriminate against any Registered Nurse for any reason statutorily protected by state or federal law.

B. Bulletin Board.

The Hospital shall place at the disposal of the Association three (3) bulletin boards located in mutually agreeable places in the Hospital complex to be utilized by the Registered Nurses for the purpose of posting the Association's official notices and other nonpartisan information which may be of interest to its members.

C. Employee Information.

The employee shall notify Human Resources and the employee's department manager of any change in name, address, telephone number and number of dependents promptly after such change has occurred. The Hospital shall be entitled to rely upon its records for all purposes involving the employee's employment and this Agreement.

D. Conflicts of Laws.

If any provisions of this Agreement are in conflict with any existing or future State or Federal law which law is applicable and enforceable to the provisions of this Agreement, such provision shall become inoperative, but the validity of the remainder of this Agreement shall not thereby be impaired and shall remain in full force and effect. Parties agree to negotiate the effect of any such invalidity upon this Agreement.

E. Subcontracting.

It has been and will continue to be the policy of the Hospital to attempt to provide continued employment for any employee who is displaced because of changes in function, departments or methods of providing nursing service. It is understood that it is the duty of the Hospital to provide health care to the public at a fair charge for all services rendered. The Hospital recognizes its obligation to employees and, therefore, agrees to discuss the impact of such changes with the Association.

F. Safety.

Safety involves individual responsibility on the part of every employee and the Hospital. The Hospital and the Association expect all employees to be constantly aware of any action or condition which is or might be unsafe or careless and to act and work in a safe manner. The Association and the Hospital endorse safety and all employees and the Hospital shall observe all internal safety rules and policies as well as all state and federal laws and regulations. Issues regarding safety shall be reported to the Safety Office via voice mail or email.

Proper equipment and staff assistance will be available to Associates to reduce the risks to Associates with the safe lifting of patients. RNs will adhere to and follow safe lifting policies including the utilization of proper equipment.

G. Disaster.

By virtue of the Hospital's unique responsibility to the public during a major disaster, it is possible that some of the policies incorporated in this Agreement may not be appropriate, practical or in the best interest of the general public or patient care, and, therefore, may be temporarily abridged for the duration of the disaster or as is necessary to protect the public interest.

H. Picketing.

In the event the Association determines to engage in picketing at any time during the term of this Contract, the Hospital shall be given ten (10) days written notice in advance of such picketing.

I. Rates for New Jobs.

When a new job is created which falls within the certified description of the bargaining unit, the Hospital will notify the Association of the classification and rate structure prior to its becoming effective. In the event the Association does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE XIV
FRINGE BENEFITS

A. Insurance. Effective by 1.1.2023

1. Life Insurance. Full time employees shall be covered by a life insurance policy which shall be equal to their salary rounded to the nearest One Thousand Dollars (\$1,000.00). Part time employees shall be covered by a life insurance policy at a flat amount of Twenty Thousand Dollars (\$20,000.00). For new full and part time employees the life insurance outlined above shall become effective on the first day of the month following employment.

2. Health Insurance.

a. General.

Full and part-time employees are eligible for group health insurance coverage on the first day of the month following employment.

All employees are required to pay insurance premiums while on a leave of absence pursuant to the provisions of Article XI.

For the duration of the Agreement, the Hospital will provide eighty percent (80%) of the monthly premiums for health insurance for full-time employees for single coverage, and seventy-five percent (75%) of the monthly premiums for health insurance for full-time employees for double and family coverage. For purposes of health insurance **only**, anyone who has standard hours of 60 hours or more per pay period qualifies for the full-time health insurance benefits. For part-time employees who have standard hours of thirty-two (32) hours, but less than sixty (60) hours per pay period, the Hospital will pay eighty percent (80%) of the monthly premium for the employee only coverage. The employee may purchase spouse and eligible dependent coverage provided they pay fifty percent (50%) of the total cost of their related premium.

During the term of this Agreement, the Hospital will provide health insurance that is substantially similar to the current plan at the time of ratification. By substantially similar, the parties agree that it is appropriate for the Hospital to take into consideration and make changes to the many factors that influence the cost of health care, including, but not limited to, deductibles, copays, out of pocket expenses, prescription plans, and wellness programs. The parties recognize that the Hospital needs the flexibility each year during renewals to make adjustments to best utilize its resources in purchasing the health care product that in the judgment of the Hospital allows it to provide the best benefit within the budget under which the Hospital must operate. The Hospital agrees that should it change providers and/or change plan designs during the term of this Agreement, it will provide the Association with advance notice of all changes. After receiving the notice and upon written request from the Association, the Hospital will agree to meet with the Association to discuss the proposed changes. Ultimately, however, it will be the Hospital's decision as to what health insurance product to implement consistent with the parameters set forth within this Collective Bargaining Agreement.

Nothing precludes the Hospital from offering more health insurance plan(s) in addition to the one contemplated by this Agreement.

b. Health Insurance Reopener.

The parties agree that the Hospital and the Association shall have the option to reopen this Agreement for the purpose of negotiating changes, modifications, or alterations in the healthcare contributions made or benefits provided under this Agreement and related plans.

Either party may do so by giving the other party thirty (30) days written notice of its intent to reopen, and the parties agree to meet and bargain at reasonable times following this notice. The parties further agree that the provisions of Article VI, Section H, Exclusive Remedy, which contains the parties' no strike, no lockout commitment, will apply during any reopener under this section.

3. Dental Expense Insurance. The Hospital will make available dental insurance to full time and part time employees as of the first day of the month following employment. Effective by 1.1.2023

4. Vision Care Program. The Hospital will make available vision insurance to full time and part time employees as of the first day of the month following employment. Effective by 1.1.2023

B. Longevity.

1. Full Time Employees. All regularly scheduled full time employees hired before April 1, 1995 in active service of the Hospital as of December 1 of any calendar year shall be entitled to a longevity bonus of \$1,000.

2. Part Time Employees. Regularly scheduled part time employees hired before April 1, 1995 shall be entitled to a longevity bonus as provided above, based on the hours actually worked during the preceding twelve (12) month period prior to payment of the bonus, prorated to the hours worked by a regularly scheduled full time employee (2080 hours) up to a maximum of \$1,000.

C. Health Savings Account (HSA).

Effective 1/1/2023, Bargaining Unit Employees enrolled in the medical insurance plans will be eligible for any HSA contribution from the Hospital to the extent other Hospital employees are also eligible.

D. Retirement Program - THREE RIVERS HEALTH SECTION 403(b) ANNUITY PLAN

The Hospital has established a new retirement benefit known as a Section 403(b) annuity plan. A Section 403(b) annuity plan is a retirement plan authorized under Section 403(b) of the Internal Revenue Code. A Section 403(b) annuity plan is available to employees of public education employers and organizations that qualify for tax exempt status under Section 501(c)(3) of the Internal Revenue Code. The Hospital has received Section 501(c)(3) tax exempt status.

The primary feature of a Section 403(b) annuity plan is that an employee may elect to contribute a portion of their pay to the plan on a before tax basis. The employee pay deferral contributions and earnings on the contributions are not taxed until distributed. This tax deferral feature is a key advantage of a Section 403(b) annuity plan. It enables the employee to save for their own retirement on a tax deferred basis. There are certain pay deferral contribution limits to a Section 403(b) annuity plan. In general, as of 2016, a participant cannot contribute more than \$18,000 per calendar year to a Section 403(b) annuity plan. As such, an employee may elect to defer the maximum percentage permitted by the IRS up to the dollar amount noted above.

Employees may make an election periodically but not less frequently than once a plan year on the percentage of compensation deferral to the Plan. Employees should refer to the plan documents for the details.

The 403(b) annuity plan shall have the following features and provisions:

- a. Plan Year. The plan year shall be the calendar year (January 1st through December 31st).
- b. Compensation. The definition of compensation for purposes of the plan, which shall be the source from which employee pay deferral contributions can be made, shall include base salary, wages, longevity pay and premium payments. (All W 2 compensation.)
- c. Employer Matching Contribution. In addition to employee pay deferral contributions, the Hospital proposes to make matching contributions to the Plan on behalf of all employees making pay deferral contributions. The employer matching contributions are intended to provide an incentive to encourage employee pay deferral contributions. The matching contribution shall equal fifty percent (50%) of an employee's pay deferral contributions, up to a maximum two percent (2%) of the employee's compensation. For the life of the Agreement, the matching contribution shall equal fifty percent (50%) of an employee's pay deferral contributions, up to a maximum of four percent (4%) of the employee's compensation.
- d. Investments. Each employee's benefits in the Plan will be invested at the election of the employee among various mutual funds made available by the investment provider for the plan. The investment provider shall be an institution selected by the Hospital.

The administration of the 403(b) annuity plan will be handled by a financial institution selected by the Hospital.

- e. Costs. The Hospital shall pay the costs associated with the establishment and ongoing administration of the Section 403(b) annuity plan. These costs may include, but shall not be limited to, the legal fees to prepare a plan document and summary plan description for participants,

startup costs charged by the investment provider, and record keeping costs. However, each employee must pay the costs associated with the investments they have selected, including the costs associated with any periodic change in their investment election. Depending upon the investments which are elected, these costs may be charged directly against the employee's benefits or may be deducted from the earnings the employee would ordinarily receive on the investments.

f. COBRA. Employees who retire may be eligible for COBRA coverage also subject to the limitations and requirements of COBRA then in effect.

E. In-Service Education.

The Hospital will develop an In Service Education program which will provide program content designed to meet the needs of the nursing staff as well as the Hospital. The Vice President, Nursing will give equal consideration to program requests made through the Collaborative Practice Committee as to those programs desired by the Hospital.

Programs will be presented by qualified educators and/or specialists who may be brought in from a variety of sources.

Notices of programs to be presented shall include (1) a specific description of the topic to be covered, (2) the date and time, (3) place to be presented, and (4) whether the program is mandatory or voluntary. The notice shall be posted at least seven (7) days in advance of the date. If there is a change in the topic, the change shall be noted at least five (5) days in advance of the date to be offered where possible. If the program is offered more than once, the posting shall also list which offering it is.

Orientation to new equipment and supplies will not be considered as education and will not be included in, nor substituted for, the programs mentioned in the preceding paragraphs. However, since this orientation is often important in the proper use of such equipment and supplies, the Staff Council supports Nursing Administration's right to obtain the attendance needed to ensure that all shifts and services have adequate instruction.

In-service classes will be offered for all three (3) shifts at appropriate and convenient times. Three Rivers Health will attempt to offer classes on alternate weeks to accommodate conflicts with schedules. No major, mandatory in services will be scheduled during the month of December.

F. Tuition Reimbursement and Payment for Specialized Training.

Purpose: To provide incentive and financial support for employees pursuing higher education and specialized training goals directly related to employment within the Hospital.

Tuition Reimbursement and Specialized Training Policy

1. Benefits. The Tuition Reimbursement Program will reimburse the employee the cost of tuition only, according to the provisions set forth below. All other expenses arising out of or in connection with the employee's education or training will not be paid for by the Hospital. For purposes of tuition reimbursement, the type of training or programs that are covered by this are those that are provided to an employee to assist the employee in gaining skills to be moved into a new position or as part of accepting the employee into the position, or to obtain generally recognized specialty certifications. For example, a new graduate who is hired into a specialty unit such as ICU will need extensive specialized training, and that training will be covered by this program, or an existing ED RN is provided training to obtain her/his CEN. This will apply to RNs who are seeking optional training to further their professional advancement.

2. Eligibility.

a. All full time and part time employees of Three Rivers Health who have completed their probationary period.

b. Employees must obtain approval from both the Vice President, Nursing and the Human Resource Director prior to registration on a Tuition Reimbursement Form. Courses will not be reimbursed without prior approval.

c. Any of the following are considered guidelines for the Vice President, Nursing and the Human Resource Director when considering to approve courses. They must be able to contribute to either present or anticipated effectiveness within the Hospital. Approval will be granted for any of the three (3) following criteria:

i. Any course which is required as a part of an accepted degree related program and specialized training program.

ii. A course or program taken independently of a degree related program which will benefit the applicant in their present or anticipated future position within the Hospital.

iii. Remedial or refresher courses or training.

d. No bargaining unit employee hired before ratification of this Agreement will be required to obtain additional credentials beyond standard Continuing Education requirements in order to maintain employment in current RN role at the Hospital (including, but not limited to, a Bachelor of Science in Nursing degree or certification in an area of specialty.) For example, a RN moving from one department to another would not be

required to attain additional credentials. However a RN moving from staff to clinical charge would be required to attain additional credentials. Bargaining unit employees hired after ratification will have five years from the date the requirement is implemented to obtain such credentials. The Hospital will reimburse for acquiring these credentials for any bargaining unit employee who chooses or is obligated to acquire them in accordance with the reimbursement schedule outlined below.

3. Reimbursement Schedule.

a. A copy of the grades or certification of satisfactory completion and tuition receipt must be given at the time of completion to the Human Resource office.

b. Full-time employees will be eligible for up to Three Thousand Dollars (\$3,000.00) for clinical degree or for up to Two Thousand Dollars (\$2,000.00) for a business degree per calendar year. Part time employees will be eligible for up to Fifteen Hundred Dollars (\$1,500.00) for clinical degree or for up to One Thousand Dollars (\$1,000.00) for a business degree per calendar year. Reimbursement will be credited to the calendar year in which the course was completed, regardless of when the employee actually received the reimbursement. Tuition will be reimbursed 100% up to the benefit limit if the employee receives a Grade of a "C" (2.0 on a 4.0 scale) or better or satisfactory completion of specialized training program. Pass/fail and other non-graded courses will be reimbursed upon successful completion. Tuition Reimbursement is applied after a grant or scholarship funds are applied to the bill. A copy of the grades or certification and tuition receipt must be given at the time of completion to Human Resources. If an employee does not successfully complete the course work or program, the initial course payment must be refunded to the Hospital. The full or part time reimbursement amount will be determined by the employee's status at the time the course is completed.

c. If an employee terminates employment for any reason within one (1) year of completing the course (this includes transferring to PRN status), they must repay the entire tuition reimbursement amount to the Hospital before receiving their final paycheck.

d. All employees who are approved for reimbursement must enter into a written agreement provided by the Hospital.

e. The decision to approve reimbursement will take into account the Hospital's annual budget, employee's work record, and length of service.

ARTICLE XV
DURATION

This Agreement shall be in full force and effect from June 24, 2022 until March 31, 2025, during which period neither party hereto may re-open the Agreement for negotiating on any issue except by mutual agreement in writing between and signed by both parties hereto.

This Agreement shall also continue in full force and effect from March 31, 2025, year to year, unless after such date, either party to this Agreement desires to change or modify any of the terms or provisions of this Agreement. The party desiring the change, modification or termination of this Agreement must notify the other party to this Agreement in writing not less than ninety (90) days prior to March 31, 2025.

IN WITNESS WHEREOF, the Hospital, by its duly authorized representative(s), and the Association, by its duly authorized representative(s), hereunto sign their names on the dates set forth below.

THREE RIVERS HEALTH

MICHIGAN NURSES ASSOCIATION

By: Hope Bailey DNP, RN
Hope Bailey
Vice President, Nursing

By: Andrew Cornell
Andrew Cornell
MNA Labor Representative

By: Brandy Shoup RN
Brandy Shoup
MNA President-Three River Health

Dated: 9/23/2022

Dated: 9/23/2022

SCHEDULE "A"
WAGES AND PREMIUM PAY

A. Wages.

During the term of this Agreement, RNs shall receive the wage increases shown below.

Year RN License Obtained	Years of Experience	Hire Rate
2022	<1	29.00
2021	1	30.16
2020	2	31.37
2019	3	32.46
2018	4	33.60
2017	5	34.78
2016	6	36.00
2015	7	37.16
2014	8	38.09
2013	9	39.33
2012	10	40.61
2011	11	41.83
2010	>=12	43.08

All increases set forth above will be effective the first pay period following ratification.* These rates will increase 3% in the second year of the Agreement and 3% in the third year of the Agreement. The wage increases for the second and third years of this Agreement will occur effective the beginning of the pay period nearest the anniversary date of the Agreement.

*Any nurse receiving an increase of 4% or less in year 1 will receive a one-time lump sum payment of \$1000.00 in the first pay period following ratification.

New Hires = Placement in range equivalent to existing employees based on year of RN licensure.

B. Overtime.

All bargaining unit employees shall be paid one and one half (1-1/2) times their straight time hourly rate for hours worked in excess of forty (40) hours in a work week.

1. Holiday - Premium. One and one half (1-1/2) times the straight time hourly rate will be paid for all work performed on specified holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.
2. Unscheduled Work. Associates who are called to cover any portion of a non-regular work schedule where they were provided 8 or less hours' notice prior to the start of the shift will receive a \$10/hour add on to their regular base pay rate. Effective by 1.1.2023

3. Weekend Premium. Effective the first payroll after ratification of the contract, an employee who is scheduled to work on a Saturday or Sunday weekend shift (starting at 2300 hours for employees scheduled for eight (8) hour shifts and at the start of the evening shift on Friday for employees scheduled for twelve (12) hour shifts) will be entitled to a One and 15/100 Dollar (\$1.15) per hour weekend differential pay in addition to any other shift differential pay provided in Section D, Shift Differential, which would otherwise be applicable.

4. Overtime Pyramiding or Stacking. There shall be no double overtime pyramiding or stacking of hours as it relates to interpretation of this section. Further clarified to mean the payment of overtime for any hour excludes that hour from consideration of overtime calculation on any other basis.

In addition to the above, overtime will not be paid when an employee has made a voluntary special request or exchanged days off with another employee.

On a given shift, if an employee is already receiving statutory overtime, the employee will not be eligible for other premium pays. Likewise, if an employee is receiving premium pay, the employee will not qualify for any other premium pay on a given shift.

C. Shift Differential. Effective by 1.1.2023

Effective January 1, 2023, an employee who works a majority of hours in a shift between 3:00 P.M. to 11:00 P.M. shift will receive an additional premium pay of 8% for all shifts qualifying as evening shift. Employees who works a majority of hours in a shift between 11:00 P.M. to 7:00 A.M. shift will receive additional premium pay of 10% for all shifts qualifying as night shift. Additional hours worked outside of the time frames described above, either before or after the established time frame, will not entitle an employee to a shift differential payment, or a shift differential payment greater than otherwise received, because the employee has worked extra hours either at the beginning of or at the end of their normally scheduled shift.

D. Special Duty Rates.

1. Charge Pay. Any nurse who is designated and performs as a charge nurse shall receive an additional One and 25/100 Dollar (\$1.25) per hour for all such time worked in the charge position. (See below information.). Any nurse who is designated and performs as a clinical charge nurse shall receive an additional Two and 25/100 Dollars (\$2.25) per hour for all such time worked in the clinical charge position.

2. Charge Nurse. An RN, designated by an appropriate supervisor/manager, who has complete responsibility for an entire department (where patients are present) during their shift of work. When patients are not on the department, the nurse shall not receive charge pay.

3. On Call Rate. Effective June 6, 2013, the on-call rate shall be Three Dollars (\$3.00).

4. On Call Status. Regular full time and part time employees who are designated as on call status by management for a specified period of time shall receive the above rates for all hours spent on call.

5. Preceptor Pay. Any RN who successfully completes preceptor training by the Hospital will receive preceptor pay of One Dollar (\$1.00) for each hour such RN precepts a newly hired nurse as determined by management. This includes RNs on 2nd and 3rd shifts. The Hospital shall schedule newly hired RNs to work on the 2nd and 3rd shifts. An RN who is precepting will not be eligible for low census unless it is determined that granting low census will not negatively impact the newly hired RNs training.

Employees that are called in to work will not receive the on call standby rate when they report to work. On call status applies upon commencement of the shift or period requested by Nursing Management. Employees who are called in after the commencement of this period shall be paid time and one half (1-1/2) their regular straight time rate plus applicable premiums or differential pay. Employees who were scheduled to work but were subsequently placed on call who are then called in to work the regularly scheduled shift will be paid at the straight time rate.

E. Performance Bonus.

Employees will be eligible for any payment, as determined by the Hospital, under the Incentive Compensation Plan including the discretionary payment for 2021.

SCHEDULE “B”

PAID TIME OFF POLICY

I. **POLICY STATEMENT**

It is the policy of the Hospital to provide a program by which eligible employees can accrue paid time off from work for the purposes of vacation, holiday, personal time, and short term illnesses. The PTO program consolidates this time into one (1) program that employees can use in the manner which best suits their individual needs.

II. **ACCRUAL OF THE PTO PROGRAM**

A. All full and part time employees who are scheduled for thirty two (32) or more hours per pay period are eligible to accrue PTO credits. PTO credits will begin accruing from the first hour worked on full or part time status. Employees are excluded from using PTO until the completion of their probationary period. When used, PTO will be paid on the basis of the employee’s applicable straight time hourly rate in effect at the time of the PTO usage. PTO will not be counted as productive hours worked for the purpose of computing overtime.

B. PTO credits will accrue on all hours worked at the employee’s regular or overtime hourly rate, for all hours worked during a shift, and may accrue up to a maximum of eighty (80) hours in a pay period. This includes time actually worked, seminar and in service pay, other and miscellaneous time, PTO use (other than cash in), as well as scheduled hours lost due to low census up to thirty (30) days per calendar year, etc. (For 8-hour employees this means 240 hours; for 10-hour employees this means 300 hours; for 12-hour employees this means 360 hours). It excludes on-call pay and PTO cash in. PTO will accrue at the rate of .0885 hours for each hour credited from the employee’s hire date until after they have completed five (5) years of continuous service on a full or part time basis. Thereafter, PTO will accrue at a rate of .1077 hours for each hour credited until they have completed ten (10) years of continuous service on a full or part time basis. Thereafter, PTO will accrue at a rate of .1269 for each hour credited until they have completed twenty-five (25) years of continuous service on a full or part time basis. Thereafter, PTO will accrue at a rate of .14615 for each hour credited.

C. Effective by January 1, 2023, full time and part time employees may accrue up to the annual maximum carryover allowed in the chart below. When the maximum is reached, PTO stops accruing until it is used and the balance falls below the maximum hours. The responsibility for planning proper utilization of PTO and the prevention of loss of PTO credits in excess of the maximum rests with the employee.

Hourly Accrual Rate	PTO	Annual Maximum Carryover
0.0885	Earn up to 23 days per year upon employment	34.5 days (276 hours)
0.1077	Earn up to 28 days per year after 5 years of continuous service	42 days (336 hours)
0.1269	Earn up to 33 days after 10 years of continuous service	49.5 days (396 hours)
0.14615	Earn up to 38 days after 25 years of continuous service	57 days (456 hours)

III. GENERAL RULES

A. PTO will be paid during the employee's regular pay day and will not be paid in advance. In no event will an employee be allowed to use more PTO time than what they have accrued, however, they may request time off that has not yet been accrued with the understanding and agreement that the time must be accrued and available at the commencement of the requested time off. The minimum amount of PTO to be used by an employee shall be eight (8) hours unless such time is used for intermittent or reduced schedule leave pursuant to Article XI., B.6. This may be shortened if the employee is not scheduled for an eight (8) hour shift, if the employee is combining PTO with time worked during a shift, or if the employee does not have sufficient PTO time accrued. Employees are not permitted to take PTO time in any pay period above their regularly scheduled number of hours. For example, a forty eight (48) hour per pay period employee cannot take eighty (80) hours of PTO on one (1) pay period. An employee is not permitted to take more than three (3) weeks of continuous PTO time without prior approval of their department manager and the Human Resource Director. Employees are required to use accrued PTO for scheduled and unscheduled absences which do not involve (1) a low census day, (2) a leave of absence, or (3) cancellation of extra hours over the employee's regularly scheduled hours.

B. If an Employee signs up for an additional day and the Hospital calls the employee off for all or part of the shift, then the Employee has the option to utilize PTO for any hours for which the Hospital calls off the Employee. If the Employee signs up for an additional day, and the Employee decides not to work all or part of the shift, even if the Employee finds a replacement to cover for him/her, then the Employee will be charged PTO for all hours missed.

IV. SCHEDULED USE OF PTO

A. An employee may request a scheduled absence for any reason (vacation, holiday, personal reasons, etc.). The request must be submitted by the employee on an Absence Report/Payroll Request form, and submitted to their supervisor in advance of when the schedule is compiled, or more than seven (7) calendar days if a schedule is not compiled for the employee.

B. During the month of January each year, employees may submit requests for time off beginning March 31st of that year until March 31st of the following year. Notice of approval or denial of requests will be provided by February 15 of each year. The equivalent of two (2) weeks of RNs FTE will be approved in order of seniority then in two (2) week equivalents by rotation by order of ascending seniority; however PTO requests for consecutive work weekends off will be approved at the discretion of the hospital. When two (2) or more employees request the same time

off and the Hospital cannot accommodate all requests, time will be awarded to the most senior employee(s). After January, requests will be taken on a first come, first served basis. Requests received on the same day will be awarded to the most senior employee(s).

C. The supervisor will notify the employee of approval or disapproval within seven (7) calendar days of receiving the request. Once approved, the Hospital will not cancel approved PTO days except in situations of emergency or disaster where scheduling cannot otherwise be accomplished. Requests will be approved based on the staffing needs of the department.

V. UNSCHEDULED USE OF PTO

A. Unscheduled use of PTO is defined as when an employee submits a request for time off after the schedule is compiled, or seven (7) or less calendar days if a schedule is not compiled for the employee. Supervisors will accommodate such requests in light of staffing needs of the department. The Hospital will make every reasonable attempt to accommodate the employee's request if it is submitted on an unscheduled basis.

B. For cases of illness, accident, emergency or other legitimate reasons, the employee must notify their supervisor of the impending absence as soon as is possible. A minimum of two (2) hours' notice prior to the scheduled shift is expected. The employee may elect to use PTO for the remainder of their shift if they leave early for such circumstances.

C. Employees may elect to use PTO time if they receive a low census day. Supervisory approval is not required. Employees may receive available and accrued PTO for the entire shift if it is missed, or may use PTO to supplement the remainder of their shift if they receive a low census time for a portion of their shift.

VI. HOLIDAY CONSIDERATION

A. The following six (6) days are considered as eight (8) hour holidays for employees. The paid holidays are:

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

Employees hired or transferred into a unit will follow the holiday rotation of the position awarded. A full or part time employee scheduled to work one of these days will receive holiday premium pay at time and one half of their regular straight time rate for all hours worked during the holiday. Holidays begin at 11:00 P.M. the night before the holiday itself and end at 11:00 P.M. on the holiday itself.

B. PTO will accrue for hours worked during the holiday. Employees who are working the holiday may elect not to receive PTO for the holiday at their option by indicating their desire to

refuse PTO on the appropriate form during the holiday period. Employees who are not working the holiday who would otherwise be scheduled to work are required to utilize PTO.

C. Holidays are celebrated on the actual date of the holiday.

VII. ILLNESS. DISABILITY. LEAVE OF ABSENCE

A. Employees will receive accrued PTO pay for up to the first four (4) scheduled work days (if available) for illnesses and injuries which require time away from work. Illnesses or injuries which extend for three (3) or more work days may require verification by a health care provider, and acceptance by the supervisor. Thereafter, the employee must apply for a disability leave of absence.

B. On other disability, employees will receive short-term disability (STD) payments while on a disability leave of absence for non-work related injuries. STD payments will begin after the fourth scheduled work day of the illness or injury. Employees will receive 75% of their regular pay under the STD benefits for a maximum of 90 calendar days. Employees shall become eligible for STD after completion of their probationary period. STD benefit shall be governed by the terms and conditions of the applicable plan. Employees may use accrued PTO to supplement the STD benefits such that an employee receives 100% of their pay for the applicable leave period. Applicable only to employees hired prior to ratification. Employees hired subsequent to ratification will be eligible for a voluntary benefit.

C. If the employee has a disability which the Hospital accepts as job related and compensable as workers' compensation, the following process will be in effect. The employee will receive PTO from their accrued account for up to the first four (4) days of the absence. If the absence extends to fourteen (14) or more days, the employee may elect to keep the PTO pay, or they may pay the money back to the Hospital, and have their accrual credited with the amount they have repaid. Employees may also elect to supplement the difference between the workers' compensation payments and their average weekly wage with PTO payments if they so desire in full one (1) hour increments.

D. For leaves of absence other than disability, the employee may elect to use available PTO time.

E. Absences related to hospital required quarantine due to illness and covered by the FMLA, including COVID, will not count against an employee's attendance record.

VIII. CASH CONVERSION. TERMINATION. RETIREMENT.

A. Employees may request to be paid for earned PTO in lieu of paid absences at a factor of 90%. Employees are required to complete the PTO Buy Back Form and submit to Human Resources by the first of the month. The payout of these hours will be included in the employee's second regular check of the month. Any requests received after the first of the month will be held for payout in the following month. PTO does not accrue on hours cashed in. The minimum number of PTO hours that can be cashed out per pay period is twenty (20) and the maximum per calendar year is one hundred (100). Employees must maintain a minimum of 40 hours in their PTO bank.

B. Eligible employees may receive the following cash out percentage of their accrued PTO upon a voluntary resignation with a two week notice or a change to relief or PRN status in advance of his/her resignation:

1. Employed less than one year: no PTO is paid out.
2. Employed 1 year but less than 4 years: 75% is paid out.
3. Employed 4 years or more: 100% is paid out.

C. Other situations that allow for 100% pay out of PTO include:

1. Total permanent disability.
2. Long-term Layoff or Reduction In Force.
3. Expiration of a Medical Leave of Absence without ability to return to work.
4. Upon death of the employee, the employee's estate will receive a 100% cash out of the PTO credits.
5. Employees who do not meet one of the above requirements, will lose all accrued PTO upon separation.

LETTER OF UNDERSTANDING
BETWEEN
THREE RIVERS HEALTH (“HOSPITAL”)
AND
MICHIGAN NURSES ASSOCIATION (“UNION”)
RE: CLINICAL ADVANCEMENT SYSTEM

This Letter of Understanding is made pursuant to negotiations between the parties and as a supplement to the Collective Bargaining Agreement between the parties effective April 1, 2013 through March 31, 2016. The Hospital and the Association hereby agree that the RN Clinical Advancement System implemented in October, 2009, will govern the process by which it is determined whether a nurse advances to Clinical Nurse II or Clinical Nurse III. RNs will be provided a Clinical Advancement Packet containing information about the RN Clinical Advancement System.

RN Level II:

- To qualify to apply for RN Level II, an RN must complete a minimum of two (2) years and/or 4,000 hours of experience at Three Rivers Health as an RN and complete one (1) of the following three (3) options: Bachelors in any area, BSN or National Certification in nursing.
- As of December 31st of each calendar year, the Hospital shall determine the registered nurses who have successfully completed and/or maintained the RN Level II requirements annually and for each such nurse the Hospital shall pay him/her \$750.00 for full-time RNs; \$400.00 for part-time RNs. The lump sum payments shall be paid in the first full payroll period in January.
- The Hospital will reimburse an RN one hundred percent (100%) of the cost for approved RN certificate exams which are completed successfully and for approved recertification costs.

RN Level III:

- To qualify to apply for RN Level III, an RN must complete a minimum of five (5) years and/or 10,000 hours of experience at Three Rivers Health and complete one (1) of the following two (2) options: BSN required and/or pursuing MSN or MS in Nursing, or RN to Masters possible (would not have BSN).
- As of December 31st of each calendar year, the Hospital shall determine the registered nurses who have successfully completed and/or maintained the RN Level III requirements annually and for each such nurse the Hospital shall pay him/her \$1,000.00 for full-time RNs; \$525.00 for part-time RNs. The lump sum payments shall be paid in the first full payroll period in January.

- The Hospital will reimburse an RN one hundred percent (100%) of the cost for approved RN certificate exams which are completed successfully and for approved recertification costs.