

AGREEMENT

STURGIS HOSPITAL

-and-

MICHIGAN NURSES ASSOCIATION
REGISTERED NURSES

February 26, 2023

through

February 24, 2024

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AGREEMENT

This Agreement effective February 26, 2023, by and between STURGIS HOSPITAL, INC., a not for profit corporation organized and operating under the laws of the State of Michigan, located at 916 Myrtle Avenue, Sturgis, Michigan, herein referred to as "HOSPITAL", and MICHIGAN NURSES ASSOCIATION, 2310 Jolly Oak Road, Okemos, Michigan 48864, hereinafter referred to as "MNA", and the STURGIS REGISTERED NURSES, hereinafter referred to as "NURSES" or "ASSOCIATES".

ARTICLE I PURPOSE AND INTENT

Section 1.1. The parties recognize that the HOSPITAL'S foremost obligation is to economically and efficiently provide for the delivery of acute care services to the citizens of the City of Sturgis and the surrounding communities. Therefore, the parties hereto agree that labor disputes should be avoided. That the common dedication to the preservation of health and the saving of life shall remain paramount in the relationship of the HOSPITAL and the MNA for the life of this Agreement. This Agreement is to be executed with the acknowledgement that harmonious relations will be achieved by a mutual understanding with respect to wages, hours and conditions of employment.

ARTICLE II RECOGNITION

Section 2.1 Bargaining Unit: The HOSPITAL hereby recognizes the MNA as the exclusive bargaining representative, as defined by the National Labor Relations Act, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for all ASSOCIATES of the HOSPITAL who are included in the bargaining unit described as follows:

RN:

All Registered Professional Nurses employed by STURGIS HOSPITAL, excluding the Directors of Nursing, Nurses Anesthetist, Education Coordinator, QA Nurse, Diabetic Educator, Clinical Coordinator and Infection Control Nurse, Registered Professional Nurses in supervisory/management positions and all other ASSOCIATES.

Unless otherwise indicated, the term "ASSOCIATE(S)" when used in this Agreement shall refer to all ASSOCIATES in the Bargaining Unit as defined in Section 2.1 hereof. Individuals excluded from the Bargaining Unit are not covered by any of the terms and conditions of this Agreement.

ARTICLE III
DEFINITIONS

Section 3.1 For the purpose of this Agreement, the following words shall have the following meanings:

- (a) Full-Time ASSOCIATE: Full-time ASSOCIATE shall be defined as an ASSOCIATE who is scheduled to work at least seventy-two (72) hours every two (2) weeks, or as otherwise determined within this Agreement. A salary step increase shall be an increase in compensation to the next higher step in the same pay range on the full-time ASSOCIATE'S anniversary date of hire.
- (b) Regular Part-Time ASSOCIATE: Regular Part-Time ASSOCIATE shall be defined as an ASSOCIATE who works on a regular schedule of less than seventy-two (72) hours every two (2) weeks. They shall:

Be paid at the regular rate of a full-time ASSOCIATE who is in the same job classification; and receive shift differential and overtime premium pay on the same basis as full-time ASSOCIATES; and receive benefits as defined within this Agreement.

For purposes of calculating benefit accrual for regular part-time ASSOCIATES under this Agreement, "hours worked" shall be defined to include all regular and overtime hours worked, paid vacation days, paid sick leave days, paid bereavement leave, jury duty days, holidays, full-day workshops or seminars, mandatory in-service as well as "low census" days.

- (c) Per Diem ASSOCIATE: "Per Diem ASSOCIATES" shall be defined as those who (1) receive only an hourly rate; (2) are not regularly scheduled; (3) are not intended to replace a full-time or regular part-time ASSOCIATE. This is not intended to preclude "Per Diem ASSOCIATES" from working weekends or holidays to give relief to the regular staff.
- (d) Temporary ASSOCIATE: A temporary ASSOCIATE shall be defined as an ASSOCIATE hired for a limited time period not to exceed ninety (90) calendar days unless mutually extended by the HOSPITAL and the MNA.
- (e) Temporary Transfer ASSOCIATE: A Temporary Transfer ASSOCIATE shall be defined as a Bargaining Unit ASSOCIATE transferred pursuant to Section 17.13 for a limited time period not to exceed ninety (90) calendar days, unless mutually extended by the HOSPITAL, the MNA, and the ASSOCIATE. Bargaining Unit ASSOCIATES transferred from a Bargaining Unit position to a non-bargaining unit position temporarily pursuant to Section 17.13 shall have the option of returning to their Bargaining Unit position. Temporary transfers are further explained in Article XVII, Section 17.13 Temporary Transfers.

- (f) Students: Students, within this agreement, shall be defined as students who are pursuing their careers in a health care field, for example, students enrolled in health occupational programs at Sturgis High School, and students working towards a similar area of expertise as the available job. The HOSPITAL shall inform the MNA of any ASSOCIATE hired under the student exclusion and provide the MNA with appropriate verification of their student status. Students as defined herein are excluded from the bargaining unit.

ARTICLE IV
MNA MEMBERSHIP AND CHECK OFF OF MNA DUES

Section 4.1. Employee Rights. The HOSPITAL recognizes the right of ASSOCIATES to join or not to join a labor organization and agrees not to interfere with the rights of ASSOCIATES in this regard.

Section 4.2. Authorization and Revocation. During the life of this Agreement, the HOSPITAL will honor voluntarily signed written authorizations secured by MNA from each ASSOCIATE who is or becomes a member of MNA for dues for the MNA, the Local Chapter and Staff Council, and national affiliate per MNA by laws authorizing the HOSPITAL to deduct each calendar month from his or her pay any such membership dues uniformly established and levied in accordance with the Constitution or Bylaws of the MNA. The HOSPITAL shall make such deductions and remit same to the MNA office address in accordance with the HOSPITAL's regular pay cycle.

- (A) MNA shall make available to the HOSPITAL all necessary information to be able to properly make the aforesaid deductions.
- (B) In the event of an overcharge or undercharge in any of the aforementioned deductions by the HOSPITAL, MNA shall be responsible for the adjustment of such charges and/or claims with the ASSOCIATE involved.
- (C) MNA shall indemnify the HOSPITAL and hold it harmless against any and all suits, claims, demands and liabilities resulting from any deduction made pursuant to this Article.
- (D) MNA shall be responsible for disbursements of dues received by it to the treasurers of various associations. MNA shall notify the HOSPITAL of the amount of the MNA's dues.
- (E) Each ASSOCIATE who chooses to execute a written authorization for payment of dues and fees to MNA, and the MNA, its agents, predecessors, and to honor certifications by the MNA regarding the amounts to be deducted and the legality of the adopting actions specifying such amounts of the MNA dues.
- (F) This written authorization shall remain effective and irrevocable for a period of one year from the date hereof or up to the termination of this Agreement, whichever is

sooner. The authorization shall continue in full force and effect for yearly periods beyond the irrevocable period above and each subsequent yearly periods shall be similarly irrevocable unless revoked by written notice given not more than ten (10) days prior to the expirations of any irrevocable period. Such revocation shall be affected by written notice delivered by certified mail to both the EMPLOYER and the MNA.

ARTICLE VI REPRESENTATION

Section 6.1 Grievance Committee: ASSOCIATES shall be represented by three (3) Stewards. They will be Bargaining Unit Seniority ASSOCIATES of the HOSPITAL, and their selection will be in any manner determined by the MNA. One (1) Steward, who must investigate or be present in the processing of a grievance, shall be entitled release time, as needed, without loss of salary. Stewards shall secure the permission from their immediate supervisor before leaving their assigned work area and will check in with the supervisor when they return from such grievance adjustment. The HOSPITAL shall be advised, in writing, of the names of the Stewards by the MNA.

Section 6.2 Bargaining Committee: The HOSPITAL agrees to recognize a Bargaining Committee which shall be composed of four (4) Registered NURSES and any additional RN's as mutually agreed by the MNA and the HOSPITAL, who may be needed to discuss specific issues. Negotiation meetings between the parties may be held at times during the scheduled working hours of the MNA's Bargaining Committee members. Subject to the ASSOCIATE's obligation to find his/her own relief in conjunction with the HOSPITAL, the HOSPITAL will arrange to release members of the Bargaining Committee from their work assignments and compensate them at their regular hourly straight-time rate for all hours spent in negotiations during their regular work schedule. Bargaining Committee pay shall not be construed to be time worked for the computation of overtime, shift premium, weekend premium and holiday pay.

Section 6.3. Steward Training: The HOSPITAL agrees to release each steward from work for two (2) days each year in order to attend Steward Training Seminars sponsored by the MNA, which shall be considered time worked for the purpose of accruing fringe benefits and all seniority. NURSES have the option of taking the days either without pay or utilizing vacation and/or sick leave pay.

Section 6.4 MNA Notification: The MNA Business Representative, or his/her designated representative, shall receive all contractually or statutorily required communications between the HOSPITAL and the MNA, unless otherwise specified within this Agreement.

Section 6.5 HOSPITAL Access: Representatives of the MNA, after first notifying the Human Resources Department, may visit the areas of the HOSPITAL where ASSOCIATES they represent are located for the purpose of representing such ASSOCIATES in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and provided further that they do not interfere with the service of the HOSPITAL.

ARTICLE VII
MANAGEMENT'S RIGHTS

Section 7.1. The HOSPITAL hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities which ordinarily vest in and are exercised by EMPLOYERS, except as are specifically relinquished in this Agreement, including but not limited to, the right:

- (a) to determine the quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; and
- (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; and
- (c) to subcontract or purchase any or all work, processes or services, subject to the duty of the HOSPITAL to negotiate prior thereto; and
- (d) to determine the size of the work force and increase or decrease its size, subject to the realignment/layoff procedure herein established; and
- (e) to direct the work force, assign the work to be done and determine the number of ASSOCIATES assigned to operations; and
- (f) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates (subject to the HOSPITAL'S duty to negotiate wage rates with the MNA) for any new or changed classifications; and
- (g) to transfer and promote ASSOCIATES from one classification, department or shift to another; and
- (h) to select ASSOCIATES for positions and to determine the qualifications and competency of ASSOCIATES to perform available work, subject to the provisions of this Agreement.

Section 7.2. Rights. The HOSPITAL shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to provide and assign relief personnel; to establish and change work schedules; to establish and determine workloads, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and as such they shall be subject to the grievance and arbitration procedures established herein.

Section 7.3 The MNA hereby agrees that the HOSPITAL retains the sole and exclusive right to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE VIII
NO STRIKE - NO LOCKOUT

Section 8.1. Prohibitions: The parties to this Agreement mutually recognize that the acute care services performed by the ASSOCIATES covered by this Agreement are services essential to the public health, safety and welfare of the citizens of the Sturgis Community. Adequate procedure having been provided for the equitable settlement of grievances arising under this Agreement, the MNA agrees that there will be no suspension of work through strikes, picketing, slow down, refusal to handle or take care of patients, or other activities that may disturb or interfere with the welfare of the patients. In the event of a work stoppage, strike, curtailment of services, picketing or patrolling, the HOSPITAL shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the same has ceased. The HOSPITAL will not lock out the ASSOCIATES during the life of this Agreement.

Section 8.2. Violation Penalty: In the event of a work stoppage, picketing, patrolling or any other curtailment, by the MNA or the ASSOCIATES covered hereunder during the term of this Agreement, the MNA by its officers and agents shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be unauthorized and order said ASSOCIATES to stop said conduct and resume full services. The MNA agrees further to cooperate with the HOSPITAL to remedy such situation by directing the ASSOCIATES to return to work. In the event that the MNA in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct it shall not be liable in any suit in any court for money damages caused by said violation. The HOSPITAL shall have the right to discipline, up to and including discharge, any ASSOCIATE who instigates, participates in or gives leadership to any activity herein prohibited.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 9.1. Purpose: The parties intend that the grievance procedure as set forth in Article IX of this Agreement shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or application of this Agreement, without any interruption or disturbance of the normal operation of the HOSPITAL.

Section 9.2 Definition and Procedure: A grievance shall be a complaint by an ASSOCIATE or group of ASSOCIATES concerning the application and interpretation of the Agreement as written. All grievances shall be handled in the following manner:

Step 1.

An ASSOCIATE with a grievance shall, either within ten (10) days of the occurrence of the incident which gave rise to the grievance or the ASSOCIATE'S first awareness of the situation of the grievance, first discuss it with their department manager, either individually or through his/her steward, whichever is the preference of the ASSOCIATE. Any solution arrived at in this manner shall be reduced to writing, but shall not be final without the written approval of the Human Resource Director or his/her designee. Copies of the written solution shall be given to the grievant and the MNA steward. At any rate, an answer shall be given by the HOSPITAL to the ASSOCIATE within three (3) days or the grievance shall proceed to the next step.

Step 2.

If the grievance is not satisfactorily resolved at Step 1, the grievance may be presented in writing to the Division Director or his/her designated representative within ten (10) days after the HOSPITAL'S answer in Step 1. All written grievances shall contain a clear, concise statement of the alleged violation, refer to the contract provisions allegedly violated, and identify the aggrieved ASSOCIATE or ASSOCIATES. The Division Director or his/her designated representative and the grievant and his/her MNA steward involved in Step 1 shall discuss the grievance with the objective of resolving the matter. The Division Director or his/her designated representative shall give his/her written answer within ten (10) days after receipt of the grievance. Copies of the written solution shall be given to the grievant and the MNA steward.

Step 3.

If the grievance is not satisfactorily resolved at Step 2, the grievance may be presented in writing to the Human Resource Director of the HOSPITAL or his/her designee within ten (10) days after the HOSPITAL'S answer in Step 2 is received by the MNA. The Human Resource Director of the HOSPITAL or his/her designee shall discuss the grievance with the MNA within ten (10) days of receipt of the grievance. A non-ASSOCIATE representative of the MNA or the HOSPITAL may be present if prior arrangement is made with the opposite party. The Human Resource Director of the HOSPITAL or his/her designee shall give his/her answer in writing within ten (10) days after the aforementioned meeting. Copies of the written solution shall be given to the grievant, MNA steward and the MNA Business Representative.

Step 4.

If the grievance is not satisfactorily resolved at Step 3, the MNA may request arbitration by notifying the Human Resource Director of the HOSPITAL in writing within thirty (30) days after the receipt of the HOSPITAL'S answer in Step 3.

Section 9.3. Time Limits: The time limits established in the grievance procedure shall be followed by the parties unless otherwise established by mutual agreement. In computing days, Saturday, Sunday and Holidays shall be excluded. If the time limits in the grievance procedure are not followed by the MNA, the grievance shall be considered settled. If the HOSPITAL fails

to follow the time limit procedures, the grievance shall automatically go to the next step, excluding a demand for arbitration.

Section 9.4. Writing Requirement: The parties shall reduce the grievance to writing at each step of the grievance procedure beyond Step 1. If the grievance is denied, the HOSPITAL agrees to give the reason for its denial in writing.

Section 9.5. Back Pay: The HOSPITAL shall not be required to pay back wages for periods thirty (30) days prior to the time a written grievance is filed. All claims for back wages shall be limited to the amount of wages that the ASSOCIATE would otherwise have earned, less any unemployment compensation or compensation for personal services that he/she may have received.

Section 9.6. Discharge and Discipline: If an ASSOCIATE is given a disciplinary discharge or a disciplinary layoff, the MNA steward shall be notified in writing of the action taken within two (2) work days. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within ten (10) days from the time of the discharge.

Section 9.7. Presenting a Grievance at Step 3: A grievance which arises out of a discharge or suspension or which affects a substantial number of the Bargaining Unit may be presented directly at Step 3.

ARTICLE X ARBITRATION

Section 10.1. Selection of Arbitrator: If pursuant to Step 4 of the Grievance Procedure, a timely request for arbitration is filed by the MNA, the parties shall have thirty (30) days within which to select by mutual agreement one arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining name shall serve as the arbitrator. Either party may reject one (1) panel submitted by the Federal Mediation and Conciliation Service. The arbitrator's decisions shall be final and binding on the HOSPITAL, MNA and ASSOCIATES. The fees and expenses of the arbitrator shall be shared equally by the MNA and the HOSPITAL.

Section 10.2. Arbitrator's Jurisdiction: The arbitrator's powers shall be limited to the application and interpretation of this written Agreement, and he shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, he shall first decide the question of arbitrability and he shall only decide the merits of the grievance if arbitrability is affirmatively decided. It is the intent of the parties that arbitrations shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect those concessions which the HOSPITAL has yielded.

Section 10.3. No decision of the arbitrator shall contain a retroactive liability beyond thirty (30) days prior to the date of the written grievance. However, within the limitations of this

provision, the arbitrator shall have the power to award to either party the remedies he considers appropriate to the circumstances. The arbitrator shall render his decision in writing as soon after the hearing as is possible.

Section 10.4. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

Section 10.5. A priority shall be given to deciding discharge cases and the arbitrator shall make his best efforts to decide these cases within thirty (30) days of the hearing.

ARTICLE XI DISCIPLINE AND DISCHARGE

Section 11.1. The HOSPITAL shall have the right to discipline an ASSOCIATE for just cause. An ASSOCIATE shall have a right to have a MNA steward present, if she/he so requests, during any conference that the ASSOCIATE reasonably believes will result in disciplinary action against her/him. ASSOCIATES shall have recourse to the grievance procedure as to any discipline undertaken by management. Two (2) copies of any and all disciplines shall be given to the designated Steward within two (2) work days of the disciplinary action.

ARTICLE XII CONFERENCES

Section 12.1 Special Conferences: Special conferences for important matters of general concern may be arranged between a MNA Steward and the Director of Human Resources at a time mutually agreed upon. Arrangements for such special conferences are to be made in advance and an agenda of the matters to be discussed shall be presented in writing at the time the conference is requested. Two (2) Bargaining Unit ASSOCIATES, including a MNA Steward, and one (1) non-ASSOCIATE MNA representative may be invited, if the MNA deems it advisable. It is understood that agreement to hold a special conference shall not be arbitrarily or consistently withheld by either party. Attendance at a special conference shall not result in loss of pay for the Bargaining Unit ASSOCIATE.

Section 12.2 Labor/Management Meetings: In the interest of effective communications, the MNA shall schedule meetings with the Hospital at mutually convenient times on a quarterly basis. A proposed agenda for the meetings shall be prepared by the MNA and made available to the HOSPITAL ten (10) days in advance of each meeting date. The HOSPITAL can add to the preliminary agenda and submit it to the MNA five (5) days prior to the meeting. If the HOSPITAL does not submit an augmented agenda to the MNA five (5) days prior to the meeting, the MNA's agenda shall be the preliminary agenda for the meeting. The preliminary agenda shall include items to be discussed along with the names of those representatives who will be attending. The preliminary agenda shall not limit the scope of discussion at the meeting. Any such meeting held pursuant to this Agreement shall be limited to two (2) hours unless extended by agreement of the parties.

The purpose of the meetings shall be limited to:

- A. Discuss the administration of this agreement.
- B. Notify the MNA of anticipated and/or proposed changes made by the HOSPITAL that could effect bargaining unit ASSOCIATES.
- C. Disseminate general information of interest to the parties.
- D. Discuss ways and/or goals to increase productivity and improve efficiency.
- E. Consider and discuss health and safety matters relating to ASSOCIATES.
- F. Consider and discuss nursing practice, quality and standards.

Bargaining unit representatives in attendance at these meetings shall suffer no loss of their wages if said meetings are held during their normal work hours/shift. It is understood that there shall be no more than three (3) bargaining unit representatives and no more than three (3) HOSPITAL representatives in attendance at these meetings unless it is mutually agreed by the parties prior to the beginning of such meetings(s) that additional representatives of either group should be in attendance.

The failure of either party to include items on a preliminary agenda or to discuss a matter at a meeting pursuant to this section shall not affect the party's right to take actions or make decisions otherwise consistent with this agreement.

ARTICLE XIII PROBATIONARY PERIOD - SENIORITY

Section 13.1. Probationary Period: The Probationary Period is defined as the initial employment period as a full-time or part-time ASSOCIATE as defined by this Agreement. All full-time ASSOCIATES shall be considered probationary ASSOCIATES for the initial ninety (90) calendar days of employment with the HOSPITAL. All part-time ASSOCIATES shall be considered probationary ASSOCIATES for the initial one-hundred and twenty (120) calendar days of employment with the HOSPITAL, after which time their HOSPITAL seniority shall be as of their last date of hire.

Section 13.2 Seniority Definition: The parties recognize three types of seniority within this Agreement. These are "Hospital Seniority," "Bargaining Unit Seniority," and "Departmental Seniority." Each type of seniority is defined below:

Hospital Seniority: The length of an ASSOCIATE'S continuous service with the Hospital commencing upon completion of probation and dating from the last date of hire.

Bargaining Unit Seniority: The length of an ASSOCIATE'S service as a registered nurse commencing upon completion of probation (if any) and dating from the last date of hire/transfer into the bargaining unit as a registered nurse.

Departmental Seniority: The length of an ASSOCIATE'S service as a registered nurse within his/her current department commencing upon the completion of probation (if any) and dating from the last date of hire/transfer into the department. ASSOCIATES's hired prior to

January 1, 2016 shall have their Departmental Seniority date grandfathered based upon their Departmental Seniority date existing on December 31, 2015.

Nurses in the same classification, hired on the same date shall be placed on the seniority list in accordance with the last digit of their social security numbers (9 highest to 0 lowest). If two (2) or more nurses have the same last digit, it will be determined by the last two (2) digits.

Section 13.3. Seniority List: The HOSPITAL shall maintain a list of ASSOCIATES arranged according to bargaining unit seniority showing the ASSOCIATES' names and dates of hire. The HOSPITAL shall furnish the MNA with a current bargaining unit seniority list upon reasonable notice to include: name, address, and date of hire. Monthly, the HOSPITAL shall provide the MNA changes in the Bargaining Unit, including: new hires, terminations, status changes, name and/or address changes, those on leave of absence or layoff, and those returning from a leave of absence or a layoff. The seniority list for Registered Nurses will include ASSOCIATES' Hospital Seniority, Bargaining Unit Seniority and Departmental Seniority dates.

A copy of the current Bargaining Unit Seniority list and the monthly changes in the Bargaining Unit shall be available to the Steward.

Except for personal leaves in excess of thirty (30) days, all paid leaves and all low census days shall be counted for computing benefits and all seniority.

Section 13.4. Loss of Seniority. An ASSOCIATE'S seniority within the Bargaining Unit shall terminate for the following reasons:

- (a) If the ASSOCIATE resigns, quits or expires; or
- (b) If the ASSOCIATE shall be discharged and the discharge is not reversed through the grievance procedure; or
- (c) If the ASSOCIATE fails to return to work within three (3) working days after the mailing of the HOSPITAL'S notice of recall by certified mail or telegram to the ASSOCIATE'S last known address as shown on the HOSPITAL'S records, unless otherwise agreed to between the HOSPITAL and the ASSOCIATE; or
- (d) If the ASSOCIATE shall be absent from work for three (3) consecutive working days without advising the HOSPITAL and giving satisfactory reasons for such absence; or
- (e) If the ASSOCIATE retires; or
- (f) If the ASSOCIATE has been on layoff for a period of time equal to his Bargaining Unit Seniority at the time of layoff or twelve (12) months whichever is lesser; or

- (g) The ASSOCIATE overstays a leave of absence without advising the EMPLOYER for a period of three (3) days, excluding Worker's Compensation; or
- (h) The ASSOCIATE gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence, excluding MNA leaves; or
- (i) A settlement with the ASSOCIATE has been made for total disability.
- (j) If the ASSOCIATE falsifies pertinent information on his/her application for employment.

Notwithstanding (a)-(j) above, an ASSOCIATE who has exhausted his/her FMLA leave and/or other leave provisions under this Agreement and is separated from employment solely due to the inability to return to work shall retain his/her seniority for one (1) year following separation from employment with the HOSPITAL, but shall be entitled to no other benefits unless otherwise required by law.

Section 13.5. MNA Orientation: The HOSPITAL will notify MNA of new ASSOCIATES with seven days of hire and, upon request, shall allow an MNA representative a reasonable period of time, not to exceed 15 minutes, to meet with the new ASSOCIATE for the purpose of providing information about MNA.

Section 13.6 Time Period for Orientation: Sufficient orientation will be provided for all new nurses to provide for safe and adequate patient care. Nurses permanently re-assigned to a specialty, critical or new unit will be provided sufficient orientation to carry out their duties in a safe and adequate manner. "Sufficient orientation" is suggested to be a minimum of three (3) weeks in duration. However, the ASSOCIATE and his/her Nurse Manager or Supervisor may either increase or decrease the suggested orientation time by mutual consent. Temporarily assigned nurses will be provided the orientation which is necessary to acclimate him/her to the department.

ARTICLE XIV REALIGNMENT, LAYOFF AND RECALL

Section 14.1. Realignment of Staff: When the HOSPITAL permanently reorganizes staffing patterns within a department, the following procedure shall apply:

- 1) The HOSPITAL shall post all positions to be available in the affected department for a period of five (5) calendar days. The posting shall include the following:
 - (a) A current Bargaining Unit Seniority list indicating each ASSOCIATE'S date of hire and department seniority.

- (b) The job title, primary unit, shift hours, status (full-time or part-time) and the number of scheduled hours assigned to each position per pay period.
 - (c) The date and time of the meeting when ASSOCIATES are to sign the postings and the date of implementation of the new schedules. One MNA Steward will be released to attend this meeting.
 - (d) A copy of the posting shall be given to the MNA Steward at time it is posted.
- 2) At the meeting each ASSOCIATE in the department affected, according to department seniority (high to low) may sign the posting for the position they are qualified and desire to work. ASSOCIATES who are unable to attend the meeting may authorize a MNA Steward to sign the posting for them.
 - 3) In the event no eligible ASSOCIATE bids on a position posted in accordance with the above procedure, the position shall be open to bargaining unit-wide bidding based upon bargaining unit seniority.
 - 4) If an ASSOCIATE in the affected department is unable, based upon department seniority, to obtain any position in their present department, they shall be subject to the layoff and bumping procedure under this Article.

If an ASSOCIATE in the affected department is unable to obtain a position which would not require a change of shift or status, that ASSOCIATE may bump, based upon bargaining unit seniority, into a position of like shift or status in another department, for which that ASSOCIATE has the present skill, ability and qualifications to do the required work without further training beyond orientation to the required work; the HOSPITAL will provide the bidder with orientation to the necessary patient care, safety, quality, operations, equipment and procedure requirements of the job and department, not to exceed two (2) weeks.

An ASSOCIATE who bumps under this provision who then fails to perform the requirements of the job, after orientation, shall be laid off, without further bumping rights. An ASSOCIATE shall not be entitled to exhaust the two-week orientation period before disqualification where it is obvious that their inability to perform is due to lack of necessary skill, ability or qualifications.

A Registered Nurse shall be presumed to have the present skill, ability and qualifications to bump into any Registered Nurse position except to a position in a primary department/unit in the Birthing Center, Pre/Post/Endo, OR/PACU, CCU and ED. The standards of the preceding paragraph will apply to a Registered Nurse seeking to bump into a position in any one of these departments.

A Registered Nurse who is not ACLS certified may not bump into a Registered Nurse position in ER if the bump would place that nurse on a shift on which there is no ACLS certified nurse regularly scheduled in ER.

- 5) A change in an ASSOCIATE'S full-time or part-time status is not a condition of employment.
- 6) In the event of a realignment in conjunction with a layoff, the realignment procedure shall be utilized prior to a layoff. The notice of layoff as required under Section 14.3, may be given in conjunction with the realignment posting (paragraph 1 above).
- 7) For realignment of staff under the above provision, for "seniority" shall mean departmental seniority when bidding or bumping within a department and bargaining-unit seniority when bumping into another department.

Section 14.2 Notification of Layoff: Whenever possible, the HOSPITAL agrees to give seven (7) calendar days advance notification of layoff by personal contact, telephone call, or written communication. A written copy of such notification, together with the most recent departmental seniority list, shall be given to the ASSOCIATE affected, and the Steward. Whenever possible, the notification shall state the anticipated duration of the layoff.

Section 14.3 Layoff: The HOSPITAL may layoff ASSOCIATES whenever it deems such action to be necessary. Whenever a reduction in the work force occurs, the following procedure shall be utilized, provided the ASSOCIATES who remain are qualified to perform the available work. All temporary and probationary ASSOCIATES shall be laid off first. Part-time and full-time ASSOCIATES shall be laid off according to their seniority within their department, with the least senior ASSOCIATE from the department affected to be the first laid off. Within twenty-four (24) hours of notification of lay off, each ASSOCIATE who is to be first laid off may elect to bump the least bargaining unit senior ASSOCIATE on any shift in any other department in which they have the then present ability, qualifications and experience to perform efficiently all elements of work which is then required. Any such bumped ASSOCIATE may in turn elect to bump the least bargaining unit senior ASSOCIATE on any shift in any other department within twenty-four (24) hours of the receipt of written notification of layoff and a bargaining unit seniority list. No further bumping shall be permitted. If the only position which a full-time ASSOCIATE could assume is a part-time position, she/he shall assume the part-time schedule or take the layoff. Likewise, if the only position which a part-time ASSOCIATE could assume is a full-time position, she/he shall assume the full-time schedule or be laid off. Nothing herein shall be used solely for the purpose of eroding full-time positions. The HOSPITAL shall not increase the scheduled hours of part-time nurses to avoid recalling nurses on layoff. Any ASSOCIATE may choose to take a voluntary layoff rather than bump a less bargaining unit senior ASSOCIATE. In cases of conflicting preferences, the ASSOCIATE with greatest bargaining unit seniority shall have the choice of shift and unit.

Section 14.4 Layoff Procedures: The Hospital will attempt to utilize laid-off ASSOCIATES, rather than per diem ASSOCIATES, whenever possible. If the ASSOCIATE who is on layoff status wishes to work, he/she shall notify the HOSPITAL each Friday which days and shifts he/she would be available for work in the next seven (7) day week to cover the incidental or

day-to-day staffing needs of the HOSPITAL. The HOSPITAL shall attempt to contact ASSOCIATES who follow this procedure prior to utilizing per diem ASSOCIATES.

Section 14.5 Layoff Posting: The Human Resources Department shall send a copy of all job postings which are not filled pursuant to Article XXIII, Section 23.1 to all ASSOCIATES who are on layoff in order that they may apply for those positions.

Section 14.6 Notification of Recall: Notification of recall shall be by certified mail with return receipt requested. The notification shall set the date the recalled ASSOCIATE is expected to return to work and shall be sent to the ASSOCIATE'S last known address which has been given by the ASSOCIATE to the Human Resources Department. A copy of the notification of recall shall be issued to the Steward. Unless mutually agreed otherwise, if an ASSOCIATE fails to return to work within three (3) working days after the date specified in the HOSPITAL'S notice of recall, all seniority shall be terminated, and employment shall cease, unless the ASSOCIATE can show good cause why she/he could not respond to the notice with that time.

Section 14.7 Recall: Upon recall of ASSOCIATE(s) from layoff, the inverse order of layoff shall govern, subject to the recalled ASSOCIATE(s) having the then present ability, qualifications, and experience to perform efficiently all elements of the work which is then required.

Section 14.8 Accrual of Seniority During Layoff: An ASSOCIATE on Long Term Layoff shall not accrue all seniority. Previous HOSPITAL seniority will remain intact and upon recall, it shall be reinstated.

ARTICLE XV LOW CENSUS

Section 15.1 Low Census: When, in the opinion of the HOSPITAL, there is more staff than that which is needed because of low census or low volume on a particular day after all floated ASSOCIATES in the affected department have been returned to their normal departments, the number of ASSOCIATES working or scheduled to work may be reduced on each shift on a unit by unit basis, as determined by the HOSPITAL, by assigning the day off to: (1) per diem ASSOCIATES, (2) temporary transfer ASSOCIATES, (3) full or part-time ASSOCIATES who are working an extra scheduled day; provided, the ASSOCIATES who remain are qualified to perform the available work. ASSOCIATES shall be allowed to voluntarily decrease the number of days regularly scheduled by accepting the time off as a "low census day(s)." The HOSPITAL shall seek volunteers on a rotating basis from the highest to lowest bargaining unit seniority by asking first the highest bargaining unit seniority (within the unit) ASSOCIATE who has not volunteered for low census time during the current rotation, provided the ASSOCIATES who remain are qualified to perform the available work. ASSOCIATES on "low census" days shall continue to accrue benefits at their previous rates. Acceptance of "low census" days shall be entirely voluntary on the part of the ASSOCIATES. Supervisory ASSOCIATES shall not pressure ASSOCIATES to accept low census days off. This "low census" procedure may be utilized in conjunction with the Realignment Layoff and Recall Procedure set forth in Article XIV hereof.

Section 15.2 An ASSOCIATE assigned a low census day shall remain available for work until the commencement of the shift for which the ASSOCIATE was low censused. An ASSOCIATE assigned a low census on-call day shall remain available for work until the conclusion of the shift for which the ASSOCIATE was assigned low census on-call. If the ASSOCIATE is notified to report, the ASSOCIATE shall report at no later than one hour after the time he or she is notified to report and shall be paid from the time the shift was scheduled to begin; or at the previously scheduled starting time, whichever is later.

Section 15.3 Report Pay: If a nurse reports to work on her regular shift and is sent home for lack of work, or if she is asked to report more than six (6) hours prior to reporting and then sent home, she shall receive four (4) hours work. If an Associate is asked to report less than six (6) hours prior to reporting and is then sent home, she shall be entitled to pay in accordance with Section 17.5 Call-In. A nurse who has been "bumped" (sent home for lack of work), or their volunteer replacement, shall receive a minimum of four (4) hours work and pay for her regular shift duty. The nurse sent home for lack of work shall be assigned first to: (1) relief ASSOCIATES, (2) temporary ASSOCIATES, (3) full or part-time ASSOCIATES who are working an extra scheduled day, and (4) the lowest bargaining unit seniority nurse who has not already been sent home for eight (8) hours in the pay period. No nurse shall lose more than eight (8) hours of regularly scheduled work in any pay period pursuant to this Section 15.3. Nurses with less than two (2) hours remaining upon their regular shift shall not be sent home for lack of work.

Section 15.4 ASSOCIATES who lose work as a result of this Article may elect to utilize accrued vacation or sick day(s) to compensate for the lost time he/she would have otherwise been scheduled to work. ASSOCIATES are responsible to make this election on the appropriate form on or before the last day of the pay period.

Section 15.5 Low Census/On-Call: An ASSOCIATE who is scheduled to work, but because of low census, agrees to take a "low census day" which is contingent upon being placed "on-call" by Management, shall receive "on-call" pay of Three Dollars (\$3.00) per hour for her regular shift hours that are not worked. If an "on-call" ASSOCIATE who was scheduled to work is called to work, she shall be paid at his/her regular hourly rate for all hours worked except as provided in Section 17.7. ASSOCIATES who elect to take a vacation day in lieu of a low census day may also be paid the above Three and 00/100 (\$3.00) Dollars per hour "on-call" pay.

ASSOCIATES who are contacted within two (2) hours of commencing Low Census/On-Call and who are instructed to return to work shall not lose their position on the rotation list. Such ASSOCIATES are responsible for updating the rotation list upon arrival at work. Management shall rely on the list as adjusted by the ASSOCIATE under these circumstances, and errors resulting from inaccuracies on the list (or the ASSOCIATE'S failure to adjust the list) shall not be subject to the grievance and arbitration procedure.

ARTICLE XVI
WAGE RATES

Section 16.1. Established Rates: The wage rates are established as set forth in Appendix "B" of this Agreement. All ASSOCIATES shall receive the rate of their classification beginning the effective date of this Agreement as set forth in Appendix "B".

Section 16.2 Placement on Wage Scale: Original placement on the wage scale shall be determined by the HOSPITAL at the time of hire or in-house transfer into the bargaining unit. The HOSPITAL may give full credit to prospective full-time ASSOCIATES based on past calendar years of employment up to Step 9 on the Wage Scale (seven years of credit). Prospective part-time ASSOCIATES shall be placed up to Step 9 on the Wage Scale based on the step equivalent of their prorata experience based on 2,000 hours per calendar year. Thereafter, the ASSOCIATES shall advance upon the wage scale (APPENDIX "B") by bargaining unit seniority at STURGIS HOSPITAL.

When the HOSPITAL places a new hire, or in-house transfer into the bargaining unit, on the wage scale at Step 1, the ASSOCIATE shall move to Step 2 upon the completion of probation and shall progress in the wage scale upon the ASSOCIATE'S anniversary measured from the date of hire (for new hires) or from the date of transfer into the bargaining unit, as applicable. When the HOSPITAL places a new hire, or in-house transfer into the bargaining unit, on the wage scale at a step above Step 1, the ASSOCIATE shall progress in the wage scale upon the ASSOCIATE'S anniversary date. Part-time ASSOCIATES shall advance on the wage scale based upon their prorata experience based upon 2,000 hours per calendar year.

Section 16.3. Pay Errors: Should an ASSOCIATE believe his/her paycheck to be in error, he/she shall take the problem to his/her immediate supervisor. The immediate supervisor will document the evidence, and if the supervisor concurs with the pay error, the supervisor shall request an adjustment from the Payroll Department. If the issue remains unresolved, the issue is subject to the grievance procedure. All pay errors shall be compensated on the ASSOCIATE'S next regular paycheck, except pay errors equal to seven (7) hours or more which shall be paid by Payroll within forty-eight (48) hours of the request (excluding Saturday, Sunday and holidays), if the ASSOCIATE so requests. However, if the pay error of seven (7) hours or more was caused by an error or omission on the part of the ASSOCIATE, the pay error shall be compensated on the ASSOCIATE'S next regular paycheck.

Section 16.4 Change of Work Classifications: Change of work classifications for wage calculation purposes shall be entered into the Kronos systems for current work period and approved by the Department Manager.

Section 16.5 On-Call: An "on-call" ASSOCIATE is an ASSOCIATE who remains in communication with the HOSPITAL in order to be immediately available to go to work. For purposes of this section, on-call shall refer to those ASSOCIATES who are scheduled to be "on-call" for the operating room or those who agree to be "on-call" in addition to their regular schedule. It does not refer to those nurses who agree to be "on-call" instead of reporting to work due to low census.

- (A) An ASSOCIATE who is scheduled "on-call" Monday through Friday shall receive "on-call" pay of Three and 00/100 (\$3.00) Dollars per hour for each hour that the ASSOCIATE is "on-call". An ASSOCIATE who is scheduled "on-call" during the weekend shall receive "on-call" pay of Three and 00/100 (\$3.00) Dollars per hour for each hour that the ASSOCIATE is "on-call".
- (B) A scheduled "on-call" ASSOCIATE who has been called in to work during the period they are scheduled "on-call" shall be paid at the rate of one and one-half times (1 1/2x) their normal hourly rate for all hours worked for a minimum of two (2) hours. The pay that is herein prescribed shall not be in addition to overtime pay, but shall be payable only if the ASSOCIATE is not otherwise entitled to overtime.
- (C) A scheduled "on-call" operating room nurse who has been called into work shall be compensated at the rate of Three and 00/100 (\$3.00) Dollars per hour for all hours worked Monday through Friday or the rate of Three and 00/100 (\$3.00) Dollars per hour for all hours worked during the weekend in addition to the rate of pay set forth in paragraph B hereof.
- (D) A scheduled "on-call" operating room nurse who was either on-call or called back to work the previous day shall be given the first choice to accept a low census day, provided the ASSOCIATES who remain are qualified to perform the available work.

Section 16.6 Ambulance Assignment: Any nurse assigned by the HOSPITAL to accompany a patient by ambulance shall be compensated at her regular rate, plus One and 25/100 (\$1.25) Dollar per hour, for all hours worked on the ambulance assignment up to his/her eight (8) hour schedule and time and one-half, plus One and 25/100 (\$1.25) Dollar per hour, for all hours in excess of eight (8) hours for that day while on the ambulance assignment.

Section 16.7 Promoted Nurses: Nurses who are promoted to a higher wage rate position shall receive the salary rate of that classification based upon her continuous years of service with the HOSPITAL and shall continue to advance on the salary schedule according to his/her bargaining unit seniority with STURGIS HOSPITAL.

ARTICLE XVII
SCHEDULING - HOURS OF WORK - PREMIUM PAY

Section 17.1. Work Schedules: It is recognized by the MNA and the Hospital that the care and welfare of Hospital patients requires service on a seven (7) day week, twenty-four (24) hour a day basis. Within this requirement, the Hospital's Administration will seek to schedule staff in a way that recognizes the personal requests, needs, and family responsibilities of its ASSOCIATES, will attempt to avoid excessive demands upon the ASSOCIATES' stamina and will seek to avoid overtime work. The HOSPITAL shall post the schedules of work four (4) weeks in advance of the actual scheduled work, but this shall not restrict the HOSPITAL in adjusting the schedule with less notice when service requirements of the HOSPITAL necessitate the change, provided, however,

the HOSPITAL agrees to give a minimum of twenty-four (24) hours' notice to the ASSOCIATE involved before changing his/her work schedule, unless, in the opinion of the HOSPITAL, a disaster exists. Nurses shall be scheduled to work no more than every other weekend unless mutually agreed otherwise.

ASSOCIATES must request time off, in writing, at least four (4) weeks in advance of the beginning of the pay period in which the requested time off falls, unless otherwise provided in this Agreement. Provided further that the HOSPITAL shall not be restricted from granting requested time off with less than four (4) weeks notice when, in the opinion of the HOSPITAL, scheduling and service requirements permit.

Section 17.2. Regular Work Period: The regular work period shall be ordinarily at least seventy-two (72) but not more than eighty (80) hours in a fourteen (14) day work period. The regular work period for full-time ASSOCIATES shall consist of scheduled work days of at least eight (8) hours. No more than seven (7) consecutive days shall be worked without the approval of the ASSOCIATE. The regular work period applies to a full-time ASSOCIATE and does not apply to a regular part-time ASSOCIATE who works on a schedule that may change from time to time pursuant to the terms of this Agreement.

Section 17.3 Work Shift: The work shift shall consist of eight and one-half (8½) consecutive hours, ten and one-half (10½) consecutive hours, or twelve and one-half (12½) consecutive hours. Each work shift shall include a one-half hour (½) unpaid lunch which shall occur during the approximate middle of the shift. Additionally, each work shift shall include a fifteen (15) minute paid rest period. Lunch periods may be staggered when necessary to accommodate Hospital service requirements, and occasionally it may be necessary for an ASSOCIATE to forego the rest period if necessitated by Hospital service requirements. Twelve and one-half (12½) hour work shifts shall include two (2) fifteen (15) minute paid rest periods.

Section 17.4. Shift Premium: ASSOCIATES working four (4) hours or more on shifts other than 7:00 am to 3:00 p.m., shall receive shift premium as follows:

| | |
|-----------------------|------------------|
| 3:00 p.m. - 7:00 a.m. | \$ 2.00 per hour |
|-----------------------|------------------|

Section 17.5. Call-In: When an ASSOCIATE is not scheduled to be "on-call", but is called in to work in addition to his/her scheduled work time with less than twenty-four (24) hours notice, he/she shall be paid at the rate of one and one-half (1½) times the ASSOCIATE'S regular hourly rate for a minimum of two (2) hours.

This multiplier of one and one-half (1½) times the ASSOCIATE'S regular hourly rate shall not be in addition to overtime and shall not be combined with any other multiplier as provided in any other provision of this contract to increase an ASSOCIATE'S rate for hours worked. This paragraph affects only multipliers of the ASSOCIATE'S wage rate and not monetary premiums specified in dollars and cents per hour as otherwise provided for in this contract (e.g., Sections 17.4, 17.9 and reference in 19.1 to additional hourly premium for hours worked on a holiday).

Section 17.6. Inclement Weather: An ASSOCIATE who is late to work because of inclement weather shall have the option of working a full eight (8) hours. However, all ASSOCIATES are encouraged to allow for inclement weather by starting to work earlier.

Section 17.7. Overtime: The twenty-four (24) hour day starts at the ASSOCIATE'S regular scheduled shift starting time (e.g. 7:00 am to 3:00 p.m. starts at 7:00 am and ends at 6:59 am the next day, 3:00 p.m. to 11:00 p.m. starts at 3:00 p.m. and ends at 2:59 p.m. the next day). Units that have flexible starting times with their schedules such as Pre/Post/Endo, the starting time of their shift would always be the earliest regularly scheduled starting time for their shift.

Approved overtime, provided 6.0 minutes, or more, are worked, will be paid to the next one-tenth (1/10th) of an hour for all hours worked in excess of an ASSOCIATE'S regularly scheduled shift of eight (8) hours, or more, in a twenty-four (24) hour period or eighty (80) hours in a fourteen (14) day pay period, for which overtime has not already been earned and unless a change of shift or hours is requested by the ASSOCIATE. One and one-half times (1 1/2x) the ASSOCIATE'S regular hourly rate of pay shall be paid for all hours worked which are in excess of the ASSOCIATE'S regularly scheduled shift of hours [eight (8) hours, or more]. Furthermore, one and one-half times (1 1/2x) the ASSOCIATE'S regular hourly rate of pay shall be paid for all hours worked which are in excess of forty (40) hours in a seven (7) day period for ASSOCIATES working a ten (10) or twelve (12) hour shift or which are in excess of eighty (80) hours in a fourteen (14) day pay period for ASSOCIATES working an eight (8) hour shift. Pyramiding of overtime will not be granted and any multiplier of one and one-half (1 1/2) times the ASSOCIATES regular rate shall not be combined with any other multiplier (e.g., one and one-half (1 1/2) times the ASSOCIATES regular rate, double time etc.) of the ASSOCIATES regular hourly rate to result in a rate greater than one and one-half (1 1/2) times the ASSOCIATES regular rate for hours worked. ASSOCIATES shall not be required to take a compensatory day off in lieu of overtime pay. To the extent possible, overtime shall be offered as equitably as possible. ASSOCIATES who punch in more than six (6) minutes late will be docked to the next one-tenth (1/10) hour.

Section 17.8. Computing Overtime: One and one-half times (1 1/2 x) the ASSOCIATE'S regular hourly rate of pay shall be paid for all overtime hours worked. Mandatory inservice meetings shall be counted as hours worked for overtime calculation plus all approved holidays at the rate of eight (8) hours per holiday plus full day workshops or seminars.

Section 17.9. Saturday and Sunday Premium: ASSOCIATES working on Saturday and/or Sunday shall be paid a Weekend Premium of \$1.10 per hour above their regular rate of pay, including shift premium, if applicable, for all work commencing at 11:00 p.m. on Friday and terminating at 11:00 p.m. on Sunday.

Section 17.10. In-Service Education: All ASSOCIATES will be paid at their regular hourly rate to attend in-service education programs not given during their scheduled work time and an attempt shall be made by the HOSPITAL to arrange for release time for those programs given during ASSOCIATES' scheduled work time.

Section 17.11. Irregular Hours and Shifts: ASSOCIATES who work schedules that differ from regular eight (8) hour daily shifts, shall be allocated the following benefits (Shift Premium,

Paid Holidays, Paid Sick Days, Bereavement, Floating Holidays, Jury Duty and Paid Seminar-Educational Meetings) in relationship to the hours worked each day. The cost of the benefits to the HOSPITAL and the amount of the benefits received by the ASSOCIATE shall neither be any greater, nor shall they be any less, than those benefits received by ASSOCIATES who work ten (10) days of eight (8) hour shifts each fourteen (14) day work period. Paid sick days, vacation days, bereavement days, jury duty days, and days spent attending seminars and educational programs are to be considered as compensation replacement days for which the ASSOCIATES shall be paid for the number of hours they would have regularly worked, to-wit, eight (8) hours, ten (10) hours or twelve (12) hours per day. Holidays and Floating Holidays are to be considered as eight (8) hour days and the ASSOCIATE compensated at the rate of eight times (8x) the ASSOCIATE'S regular hourly rate. The purpose of this section is to permit flexible work schedules.

Section 17.12 Assigning Additional Hours Procedure: This procedure is to be used when there is a need to assign an ASSOCIATE to work in addition to their normally scheduled hours. It may result in an ASSOCIATE extending their normally scheduled hours on a daily basis but is not intended to be used for assigning a shift transfer nor from preventing the HOSPITAL from utilizing ASSOCIATES scheduled "on-call".

- 1) The HOSPITAL shall first seek qualified volunteers from within the department. To do so, the HOSPITAL shall post an anticipated needs list prior to posting the schedule upon which ASSOCIATE volunteers must sign. If more qualified ASSOCIATES volunteer than are needed for a particular slot on the schedule, the high senior qualified ASSOCIATE who would not incur overtime shall be scheduled the additional hours. If all volunteers shall incur overtime, the high senior qualified ASSOCIATE shall be scheduled the additional hours.

The HOSPITAL shall maintain a list of volunteers in the Department Director's office upon which ASSOCIATES may sign indicating units, shifts and dates which ASSOCIATES are qualified and available to work. The HOSPITAL shall fill remaining openings with qualified ASSOCIATES from this list based on high department seniority, assigning the opening first to the high senior employee who would not incur overtime. ASSOCIATES on this list are required to accept additional hours when contacted by the HOSPITAL.

- 2) The HOSPITAL shall next make a reasonable effort to fill the need for additional hours with qualified non-bargaining unit ASSOCIATES.
- 3) If the HOSPITAL had more than eight (8) hours prior knowledge of the need to fill a vacancy or for additional hours and failed to make a reasonable attempt to follow Steps 1 and 2 above, then the HOSPITAL may not assign such work on a non-voluntary basis under Step 4.
- 4) The HOSPITAL may assign the least department senior qualified bargaining unit ASSOCIATE in the department and on the shift affected to fill the need, on a rotating basis.

- 5) If the HOSPITAL is provided less than eight (8) hours' notice of the vacancy or need for additional hours, the HOSPITAL shall make a reasonable attempt to seek volunteers from within the bargaining unit, which in most cases will involve calling ASSOCIATES within the department in seniority order. If no qualified volunteers within the department, the HOSPITAL may seek qualified volunteers outside the department or outside the bargaining unit. If there are no qualified volunteers, the HOSPITAL may assign the least department senior qualified ASSOCIATE working on the preceding shift and department on a rotating basis. In cases where the staffing need is particularly urgent (*e.g.*, C-section), the HOSPITAL may fill the need with ASSOCIATES known to be qualified and available without regard to seniority.

If the need for additional hours cannot be satisfied by mandatory holdover from the prior shift and department, then the need for additional hours shall be fulfilled by assigning the work on a call-in basis to the least department senior qualified ASSOCIATE, on a rotating basis.

Additional hours assigned on a non-voluntary basis shall not exceed a total of sixteen (16) consecutive hours per assignment or sixteen (16) hours per pay period. ASSOCIATES working additional hours on a volunteer basis with less than eight (8) hours' notice shall have those hours worked credited to the 16 hour limits.

- 6) When assigning additional hours, the HOSPITAL must consider:
 - (a) Circumstances beyond the ASSOCIATE'S control which make compliance with this requirement a hardship on the ASSOCIATE.
 - (b) The availability of other qualified ASSOCIATES who could be assigned to the additional hours.
- 7) ASSOCIATES who agree or are assigned to work additional hours shall be considered "scheduled" to work. However, an ASSOCIATE scheduled for additional hours pursuant to this Section may seek another qualified ASSOCIATE who is not otherwise scheduled to work to cover the additional hours without penalty. In that case, the ASSOCIATE must submit a written request for approval to the director where the work is to be performed (or his/her designee). The request must be signed by both the ASSOCIATE and substituting ASSOCIATE and submitted at least 24 hours prior to the commencement of the scheduled hours.
- 8) This procedure is intended to be used in unusual situations and is not to be used to compensate for understaffing or as a regular supplement to normal hours or scheduling.
- 9) As used in this Section, "seniority" shall mean departmental seniority.

Section 17.13 Temporary Transfers: ASSOCIATES, as selected by the HOSPITAL, may voluntarily transfer to a non-bargaining unit position for a period not to exceed ninety (90) calendar days. The job requirements and the rate of pay shall be given to the ASSOCIATE prior to acceptance of the transfer. In considering volunteers for a temporary transfer to a non-bargaining unit position, the HOSPITAL shall consider the bargaining unit ASSOCIATES within the department where the volunteer is regularly assigned, as well as the needs of that department in order to determine if the transfer can be made with reasonable accommodations.

When an ASSOCIATE is transferred within the bargaining unit from one department, job or shift to another department, job or shift on a temporary basis which would not result in additional hours, the following procedure will apply:

- 1) The HOSPITAL shall first seek qualified bargaining unit volunteers. The HOSPITAL shall not be required to fill the vacancy with a volunteer if the remaining ASSOCIATES cannot perform the required work.
- 2) The HOSPITAL shall make a reasonable attempt to fill the need for transfer with non-bargaining unit ASSOCIATES.
- 3) The HOSPITAL may assign the least department senior qualified ASSOCIATE from the department and shift from which the transfer is sought, rotating least department senior to highest department senior ASSOCIATE, provided the remaining ASSOCIATES can perform the required work.
- 4) If the temporary transfer would require a change in shift on a non-voluntary basis, the length of a transfer may not exceed thirty (30) consecutive days for any one (1) ASSOCIATE or a total of ninety (90) calendar days for any temporary transfer and subject to the provisions of (6) of this section.
- 5) The HOSPITAL agrees to give a minimum of twenty-four (24) hours' notice to the ASSOCIATE involved before assigning a temporary transfer which would require a change in shift.
- 6) If the temporary transfer would require a change in the hours of work on a non-voluntary basis, the HOSPITAL must consider:
 - (a) Circumstances beyond the ASSOCIATE'S control which make compliance with this requirement a hardship on the ASSOCIATE.
 - (b) The availability of other qualified ASSOCIATES who could be assigned the transfer.

As used in this section, "seniority" shall mean departmental seniority.

Nothing in this procedure is meant to prevent or limit the HOSPITAL from adjusting scheduled staff on any day to meet patient or service needs (floating).

Section 17.14. Temporary Transfer Rate of Pay: ASSOCIATES transferred, assigned or floated within the bargaining unit to a different classification or job title shall be paid as follows:

- 1) ASSOCIATES transferred, assigned or "floated" to a classification/job title carrying a higher rate of pay shall be paid the higher rate of pay for such time worked in the higher classification/job title.
- 2) ASSOCIATES transferred, assigned or "floated" to a classification/job title carrying the same or lower rate of pay shall receive their regular classification/job title rate of pay for time worked in the lower-rated classification/job title.

Section 17.15 Float Pay: When a nurse floats to a department which is different than the department normally worked, he/she shall be oriented to do the required work before assuming the duties of the different department. A nurse floated in accordance with this provision shall be paid an additional One and 00/100 (\$1.00) Dollar per hour for all hours worked in the different department.

A nurse who has been awarded a position through Article XXIII, Job Vacancies/Advancement and who is not transferred to the position within one hundred and eighty (180) days of receiving the awarded position shall receive float pay beginning on the 181st day until the day they are transferred into the awarded position.

Section 17.16 Flexible Hours: ASSOCIATES of a department and the HOSPITAL may mutually agree to work flexible hours. ASSOCIATES may work six (6) twelve (12) hour shifts [seventy-two (72) hours worked] per pay period which shall be considered full-time and for which full benefits shall accrue. Individual ASSOCIATES may work flexible hours, provided the affected ASSOCIATE(s), the MNA and the HOSPITAL agree and there is adequate staffing.

Section 17.17. Surgeon Assist Premium: An ASSOCIATES assigned to assist a surgeon in OR shall be paid Two and 00/100 (\$2.00) Dollars per hour above their regular hourly rate for all hours worked in this assignment.

Section 17.18 Preceptor Program: ASSOCIATES desiring to serve as a Preceptor must complete a Preceptor Training Program administered by the HOSPITAL. Upon successful completion of the Preceptor Training Program, including but not limited to all required documentation (e.g., progress reports and competencies), ASSOCIATES shall be eligible to serve as Preceptors for the purpose of aiding in the orientation of new associates. ASSOCIATES who have completed Preceptor Training must complete a Preceptor Refresher Training Program administered by the HOSPITAL approximately every 36 months in order to remain eligible to serve as a Preceptor. ASSOCIATES shall receive One Dollar (\$1.00) per hour for all hours worked as a Preceptor. New associates being oriented shall generally follow the schedule of his/her assigned preceptor. If the HOSPITAL in its sole discretion determines that no Preceptor is reasonably available for a new ASSOCIATE'S orientation, the HOSPITAL may designate another

ASSOCIATE to aide in the new ASSOCIATE'S orientation. Notwithstanding anything in this section, all ASSOCIATES are expected to aide and support in the orientation of new ASSOCIATES.

ARTICLE XVIII
LEAVES OF ABSENCE

Section 18.1 General Rules: All leaves of absence shall be requested in writing on required forms and signed by the ASSOCIATE. All seniority shall continue to accumulate for the first thirty (30) days of all approved unpaid leaves of absence, unless otherwise provided herein; and the ASSOCIATE shall retain his/her accumulated all seniority, subject to Section 13.4 hereof. The HOSPITAL shall not be required to hold open an ASSOCIATE'S position who is on an unpaid leave of absence in excess of forty-five (45) days, unless otherwise provided herein or by applicable law. If an ASSOCIATE'S position is not available upon termination of his/her leave of absence, the ASSOCIATE shall be placed in line with his/her bargaining unit seniority, unless otherwise provided by law.

All seniority, hospitalization insurance, life insurance and vacation eligibility shall continue to accumulate during paid leaves. However, no other benefits shall accumulate or accrue during a paid leave.

The continuation and termination of hospitalization insurance for ASSOCIATES on an unpaid leave of absence (except unpaid FMLA, which shall be governed by Section 18.2, below) shall be governed by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), to the extent required by the Public Health Service Act.

All time off work (paid or unpaid) which meets the definitions under the Family and Medical Leave Act ("FMLA") will be charged against the yearly FMLA allowance for ASSOCIATES eligible for FMLA. If an ASSOCIATE has accrued time off (sick or vacation) at the time he or she takes a leave under the FMLA, and if the leave would otherwise qualify for paid time off under the paid sick leave or vacation provisions of this contract, the ASSOCIATE will receive paid time off under the paid sick leave or vacation provisions at the same time as FMLA leave in an amount equal to the actual hours off. In that event, both the ASSOCIATE'S available paid time off as well as the ASSOCIATE'S FMLA leave entitlement will be reduced by the period of the leave. Notwithstanding any of the foregoing, ASSOCIATES have the option of retaining the equivalent of one week of accrued vacation time.

Section 18.2 Family and Medical Leave Act Leaves: Leaves of absence for reasons which qualify under the Family and Medical Leave Act ("FMLA") shall be governed by the HOSPITAL'S Family and Medical Leave Act Policy, consistent with applicable law. Consistent with the FMLA the following provisions shall apply:

Duration of Leave: A 12-month period for purposes of FMLA leave is a "rolling" 12-month period measured backward for each ASSOCIATE from the date he or she uses FMLA leave.

A special rule applies where a husband and wife are both eligible ASSOCIATES of the HOSPITAL. In that situation, the husband and wife will be permitted to take only a combined total of 12 weeks of FMLA leave during a 12-month period if the leave taken is a Parenting Leave.

Substitution of Paid Leave: Generally, FMLA leave is unpaid. If, however, an ASSOCIATE also has accrued paid sick leave or accrued vacation days, and if the ASSOCIATE'S FMLA leave request meets the requirements of that paid leave program, the ASSOCIATE will receive paid leave benefits at the same time as he or she is receiving FMLA leave benefits. Similarly, if an ASSOCIATE properly requests leave available under a paid leave program (sick or vacation) for a purpose that is also covered by FMLA leave, the ASSOCIATE will receive FMLA leave benefits at the same time as paid leave benefits. The HOSPITAL will “substitute” that paid leave for FMLA by counting the paid leave toward FMLA leave entitlement. Notwithstanding any of the foregoing, ASSOCIATES have the option of retaining the equivalent of one week of accrued vacation time.

All time off work (paid or unpaid) which meets the requirements of the FMLA shall be charged against the yearly FMLA allowance.

Continuation of Benefits: An ASSOCIATE who continues health coverage must continue to pay his or her share of the premiums during FMLA leave period to maintain coverage. An ASSOCIATE'S premium payment is due on the same schedule as premium payments are made under COBRA.

The HOSPITAL will also maintain an ASSOCIATE'S coverage under any applicable benefit program during the FMLA leave period if the ASSOCIATE continues to pay his or her share of the premiums (including, if applicable, the HOSPITAL'S share of the premium) during that period. The ASSOCIATE'S premium payment is due on the same date as his or her premium payment for health coverage.

Section 18.3 Personal Leave: Upon request, ASSOCIATES may be granted a personal leave of absence without pay by the HOSPITAL after giving consideration for staffing requirements. A request for leave shall be in writing on required form and signed by the ASSOCIATE. Personal leaves of absence must be approved by the Department Manager and the Administrator of the HOSPITAL. Vacation credits shall accrue on leave of absence of fourteen (14) days or less. Sick leave credits shall not accrue during a personal leave of absence. Ordinarily, a personal leave of absence may not exceed a period of four (4) weeks, unless a longer period is requested in writing and approved by the Department Manager and HOSPITAL Administrator. An ASSOCIATE shall be required to pay the cost of his/her insurance while on any personal leave of absence. A personal leave of absence shall not be granted for the purpose of obtaining or working at other employment. If for a period of three (3) days, an ASSOCIATE does not return to work at the end of the approved personal leave of absence, the ASSOCIATE shall be considered as having voluntarily quit.

All time off work under this provision which meets the definitions under the FMLA will be charged against the yearly FMLA allowance for ASSOCIATES eligible for FMLA, and such ASSOCIATES shall receive paid time benefits at the same time as he or she is receiving FMLA

benefits, if the leave is FMLA qualifying. Notwithstanding any of the foregoing, ASSOCIATES have the option of retaining the equivalent of one week of accrued vacation time.

An ASSOCIATE taking time off under this provision must use any accrued sick and vacation time (retaining one week's vacation at his/her option) while on such leave.

Section 18.4 Paid Sick Leave:

- (A) All full-time ASSOCIATES with bargaining unit seniority shall accumulate Paid Sick Leave in accordance with the following schedule. Upon completion of the probationary period, an ASSOCIATE shall be entitled to sick leave credits commencing from the date of hire.

| <u>REQUIRED SERVICE</u> | <u>MONTHLY ACCRUAL</u> | <u>ANNUAL DAYS LEAVE</u> |
|-------------------------|------------------------|--------------------------|
| 1 through 12 months | 1/2 day (4 hrs.) | 6 days |
| After 12 months | 1 day (8 hrs.) | 12 days |

- (B) All regular part-time ASSOCIATES who have completed the probationary period of employment shall be eligible for paid sick leave prorated upon the number of hours actually worked in accordance with the schedule set forth below. Part-time ASSOCIATES shall accrue paid sick leave based upon every one hundred sixty-seven (167) hours paid, from the date of hire.

| <u>REQUIRED SERVICE</u> | <u>MONTHLY ACCRUAL</u> |
|--------------------------------|------------------------|
| 1 through 12 months, 167 hours | 1/2 day (4 hrs.) |
| After 12 months, 167 hours | 1 day (8 hrs.) |

- (C) Paid Sick Leave shall accumulate to a maximum of forty-five (45) days. ASSOCIATES shall be paid for accumulated sick leave days under the following conditions:

- 1) A Registered Nurse who resigns, retires or expires at age sixty (60) or older, or who resigns, retires or expires with twenty-five (25) years of service, shall be paid for his/her accumulated sick leave at the rate of seventy-five percent (75%) of the day's pay for each sick leave day accumulated at the ASSOCIATE'S regular straight-time rate, less all premium pay.
- 2) An ASSOCIATE who voluntarily resigns, retires or expires after ten (10) years of service shall be paid for his/her accumulated sick leave days at a rate of sixty percent (60%) of a day's pay for each day accumulated at the ASSOCIATE'S regular straight-time rate, less all premium pay.
- 3) An ASSOCIATE who voluntarily resigns, retires or expires after five (5) years of service shall be paid for his/her accumulated sick leave days at a

rate of forty percent (40%) of a day's pay for each day accumulated at the ASSOCIATE'S regular straight-time rate, less all premium pay.

Accumulated paid sick leave shall be paid for each day of sickness, or a portion of each day of sickness, as established by the ASSOCIATE'S time card at the ASSOCIATE'S regular straight-time hourly rate of pay, exclusive of all premium pay, not to exceed the ASSOCIATE'S scheduled hours. The HOSPITAL reserves the right to withhold sick pay for each day an ASSOCIATE fails to notify his/her appropriate department manager or supervisor of their inability to report for work prior to their scheduled shift, unless said ASSOCIATE is physically unable to report. If an ASSOCIATE'S illness continues beyond three (3) workdays, it is the ASSOCIATE'S responsibility to promptly notify the HOSPITAL and request additional paid sick leave. Furthermore, the HOSPITAL reserves the right to require a proof of illness when an ASSOCIATE is sick a day prior to a holiday, prior to weekend, on a weekend, or when an ASSOCIATE is sick for three (3) consecutive days or more.

- (D) At the end of each quarter of each calendar year, an ASSOCIATE who has accumulated Sick Leave days in excess of forty-five (45) days shall be paid for that time at the ASSOCIATE'S regular straight-time hourly rate, exclusive of all premium pay.
- (E) Paid Sick Leave shall be allowed only in the case of necessity and actual sickness or disability of the ASSOCIATE. Also, Paid Sick Leave of up to ten (10) days shall be allowed only in the case of necessity and actual sickness or disability of the ASSOCIATE'S spouse, the ASSOCIATE'S children, step-children or foster children, or the ASSOCIATE'S parents or the ASSOCIATE'S spouse's parents, who are living in the home of the ASSOCIATE. Paid Sick Leave for up to ten (10) days for an ASSOCIATE'S "immediate family" (as defined in Section 18.6) who do not reside in the home of the ASSOCIATE may be granted upon approval of the Administrator. Said ASSOCIATE shall be charged for a Paid Sick Day only for absences on days which the ASSOCIATE would have otherwise worked and would have otherwise received pay.
- (F) An ASSOCIATE who becomes ill during his/her paid vacation, may elect to substitute Paid Sick Leave for such vacation days, provided a medical verification of illness is submitted to the Department Manager on the day the ASSOCIATE returns to work. If such illness also meets the definitions under the FMLA, the ASSOCIATE will receive FMLA benefits commencing at the onset of the serious health condition and the ASSOCIATE'S FMLA entitlement shall be reduced accordingly.
- (G) If an ASSOCIATE has accrued paid time off under this provision at the time he or she takes a leave under the FMLA, and if the leave would otherwise qualify for paid time off under this provision, the ASSOCIATE will receive paid time off under this provision at the same time as FMLA leave. Likewise, if an ASSOCIATE properly requests paid sick time for a purpose that is also covered by FMLA leave, the ASSOCIATE will receive FMLA leave benefits at the same time as paid leave

benefits. The HOSPITAL will "substitute" paid sick time for FMLA leave by counting the paid leave toward FMLA leave entitlement. In either event, both the ASSOCIATE'S available time off under this provision as well as the ASSOCIATE'S FMLA entitlement will be reduced by the period of the leave. Notwithstanding any of the foregoing, ASSOCIATES have the option of retaining the equivalent of one week of accrued vacation time.

Section 18.5 Unpaid Sick Leave:

- (A) If an ASSOCIATE'S illness or disability continues beyond three (3) workdays, it is the ASSOCIATE'S responsibility to promptly notify the HOSPITAL and request additional sick leave time. An ASSOCIATE whose illness or disability prevents them from working, and whose illness or disability is supported by a statement from the ASSOCIATE'S doctor, will be granted a sick leave not to exceed ninety (90) days. When on a sick leave of indefinite duration, an ASSOCIATE must report his or her health status to the Department Manager every two (2) weeks either personally or through written documentation signed by the ASSOCIATE and the doctor. During an unpaid sick leave, ASSOCIATES will accumulate all seniority. However, ASSOCIATES shall not accumulate or accrue any benefits while on an unpaid sick leave. If an ASSOCIATE'S illness continues beyond ninety (90) days, the unpaid sick leave will be extended only upon approval of the Department Manager and the Chief Executive Officer. Failure of an ASSOCIATE to follow any of the above reporting procedures shall be grounds for termination of employment.
- (B) The HOSPITAL will reimburse an ASSOCIATE for all health insurance premiums paid by an ASSOCIATE in the month for which an unpaid sick leave is taken and the next two (2) successive months, provided the ASSOCIATE returns to STURGIS HOSPITAL at the end of ninety (90) days sick leave and continues to work for a period of one (1) year. This reimbursement of health insurance premiums shall occur at the request of the ASSOCIATE, following the ASSOCIATE'S one year return to work.
- (C) An ASSOCIATE who has used all accumulated paid sick leave must use all of his/her accumulated vacation leave (except one week, which the ASSOCIATE may retain at his/her option) before applying for an Unpaid Sick Leave or leave of absence.
- (D) All time off work under this provision which meets the definition under the FMLA will be charged against the yearly FMLA allowance for ASSOCIATES eligible for FMLA.

Section 18.6 Bereavement Leave: The HOSPITAL shall grant funeral leave to ASSOCIATES with bargaining unit seniority, because of a death in the "immediate family" of the ASSOCIATE for the purpose of arranging funeral plans and personal affairs. Said funeral leave shall be granted within ten (10) days from the date of death, but paid leave shall not exceed three

(3) days at the number of hours the ASSOCIATE is regularly scheduled to work each day, at the ASSOCIATE'S regular rate of pay, exclusive of all premium pay, for death in the ASSOCIATE'S immediate family, provided the days are scheduled work days. The funeral leave may be taken beyond the ten (10) day period if a memorial or other similar service occurs later, so long as the ASSOCIATE has not taken the funeral leave within the ten (10) day period and the ASSOCIATE provides proof of the later-scheduled service if requested. "Immediate family" is defined as the ASSOCIATE'S father, mother, spouse, domestic partner, children, brother, sister, father-in-law and mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, grandson, granddaughter, grandfather and grandmother. Additional time off without pay may be granted upon the approval of the appropriate Department Manager and the Administrator of the HOSPITAL. The HOSPITAL shall grant a one (1) day leave of absence to attend a funeral without loss of pay, in case of death of a great grandfather, great grandmother, brother-in-law, sister-in-law, spouse's grandfather, spouse's grandmother, nephew, niece, uncle or aunt of the ASSOCIATE.

Section 18.7 Parenting Leaves: ASSOCIATES who have exhausted their FMLA entitlement, or who are not eligible for FMLA leave, may receive a Parenting Leave pursuant to this provision provided the ASSOCIATE satisfies the eligibility requirements set forth herein.

An ASSOCIATE who is the new parent of a child, whether by natural birth, adoption, or legal guardianship, is entitled to a forty-five (45) calendar day parenting leave of absence without loss of seniority and without pay. Seniority shall accumulate during the parenting leave. During parenting leaves, an ASSOCIATE'S job will be kept open by the HOSPITAL for a period of forty-five (45) calendar days. If a parenting leave extends beyond forty-five (45) calendar days, the HOSPITAL shall attempt to return the ASSOCIATE to her/his original position. If the ASSOCIATE'S original position is no longer open, the ASSOCIATE shall be returned to his/her prior shift, provided the ASSOCIATE has the then capability of performing any open position. If the ASSOCIATE cannot be returned to the same shift, the ASSOCIATE shall be returned to an open position on any shift in any unit in which the ASSOCIATE has the then capability of performing the job. If two (2) or more parents have been on a parenting leave under this provision for more than forty-five (45) calendar days and there is only one (1) available position open, that position shall be awarded to the ASSOCIATE with the most seniority, provided the ASSOCIATE has the then capability of performing the job. An ASSOCIATE shall notify Human Resources of the availability and the ASSOCIATE'S return date at least fourteen (14) calendar days prior to that date.

If an ASSOCIATE who has FMLA available requests a Parenting Leave, the time off will be granted and considered FMLA leave. If an ASSOCIATE takes FMLA leave for reasons that also qualify under this section, the leave will reduce the available leave allowance under this section day-by-day. For example, if an Associate has 14 days of FMLA available upon the birth of a child, he/she must first use those 14 FMLA days for parenting purposes. Upon the conclusion of those 14 days of FMLA leave, the Associate shall be eligible to take 31 days of Parenting Leave under this section.

An ASSOCIATE taking time off under this provision must use any accrued sick and vacation time (retaining one week's vacation at his/her option) while on such leave.

Section 18.8 MNA Leave: Members of the MNA selected or elected to attend a function of the MNA, such as conventions or educational conferences, shall be allowed time off, without pay and without loss of benefits, to attend such functions, provided reasonable time is given and the personnel requirements of the HOSPITAL can be met.

Section 18.9 Military Leave: Application for military service leave of absence shall be made to the HOSPITAL in writing as soon as the ASSOCIATE is notified of his/her acceptance in military service, and, in any event, not less than two (2) weeks prior to his/her scheduled departure. Any ASSOCIATE on such leave shall be governed by the applicable Federal Statutes.

Section 18.10 Professional Meetings and Seminars:

- (A) Within the limits of scheduling and funds available, the HOSPITAL will encourage attendance by ASSOCIATES at professional meetings or seminars where attendance is likely to increase the competence or otherwise benefit an ASSOCIATE in his/her professional capacity and hence benefit the hospital.

The HOSPITAL shall pay for all certification and recertification courses which are necessary to maintain the ASSOCIATE'S present employment classification. However, if the ASSOCIATE fails the certification or recertification course, the ASSOCIATE must retake the course at the earliest date the course is offered again and the HOSPITAL shall not pay for the costs that the ASSOCIATE may incur when retaking the course that was previously failed. If the ASSOCIATE fails the course again, the ASSOCIATE shall be removed from the position requiring the certification and placed into an open position. If there are no open positions, the ASSOCIATE will be laid off.

- (B) The MNA may periodically make recommendations to the HOSPITAL'S Chief Executive Officer regarding professional meetings or seminars where attendance by ASSOCIATES is desirable and may submit names of persons who might attend.
- (C) At the HOSPITAL'S discretion, ASSOCIATES may be given time off without loss of pay to attend such professional meetings or seminars and within the limitations of the HOSPITAL'S funds for ASSOCIATE attendance at professional meetings, may also be reimbursed for out-of-pocket expenses incurred in such attendance. Associates will be paid according to their regular shift when attending during a scheduled work day. Associates will receive eight (8) hours of pay when attending during an unscheduled day, unless the meeting/seminar is less than eight (8) hours in which case the Associate shall receive pay for the actual time spent in the meeting/seminar.
- (D) Prior to taking an educational course(s), an ASSOCIATE shall apply for tuition reimbursement pursuant to the tuition reimbursement policy. Upon successful completion (Grade C or above) of the course(s), the ASSOCIATE shall be reimbursed ninety percent (90%) of his/her tuition costs, registration fees, lab fees

and required books. The tuition subject to reimbursement shall be capped at ninety and 00/100 dollars (\$90.00) per credit hour. The maximum reimbursement for tuition in the above formula shall be eighty-one and 00/100 dollars (\$81.00) per credit hour; this dollar limit shall not apply to registration fees, lab fees and required books.

Section 18.11 Jury Duty: An ASSOCIATE who is called for jury duty shall notify his/her manager or supervisor immediately upon receiving notice of such call. If an ASSOCIATE serves on jury duty during days when he/she would normally be scheduled to work, the HOSPITAL will provide a jury duty pay supplement to make up the difference between the jury duty earnings and his/her normal weekly paycheck upon the presentation of a written statement of his/her jury duty earnings from the proper court official. Jury duty shall be considered as time worked.

Section 18.12 Workers' Compensation Absences: The HOSPITAL does not recognize a separate and distinct workers' compensation leave. Rather, an ASSOCIATE who suffers an injury during the course of his/her employment with the HOSPITAL that is covered by the Michigan's Workers' Compensation laws shall receive a leave of absence from the HOSPITAL pursuant to the HOSPITAL'S Family and Medical Leave Act Policy, if the ASSOCIATE in need of leave qualifies under such policy. All the provisions of this Article shall also apply if the ASSOCIATE'S reason for workers' compensation leave also qualifies under those provisions.

Associates who are on a leave of absence for an illness/injury that is covered by the Michigan Workers' Compensation law shall receive paid time in accordance with the Hospital's FMLA policy. However, if the Associate on leave is also receiving workers' compensation benefit pay for the time off, the Employee's receipt of paid time in accordance with the Hospital's FMLA policy shall be equal to the difference between the workers' compensation benefit received by the Associate and the amount of pay the Associate would otherwise receive if he/she were working his/her regular schedule.

Section 18.13 National Disaster Release Time: The HOSPITAL may, at the sole discretion of the Human Resources Director, allow associates to have release time from work to assist with national disasters upon request of the ASSOCIATE. A grant of such leave shall be for the duration specified by the Human Resources Director. If leave is granted, the HOSPITAL will pay for one week of release time for such national disaster assistance and, to the extent leave is granted in excess of one week, the HOSPITAL may allow for additional release time without pay or, at the ASSOCIATE'S request, may use her/his vacation time.

ARTICLE XIX HOLIDAYS

Section 19.1. Holiday Pay: All full-time ASSOCIATES who have completed their probationary period shall receive holiday pay for the following recognized holidays in an amount equal to eight (8) hours at their regular straight-time rate of pay, exclusive of all premium pay providing they are not scheduled to work on the holiday. All part-time ASSOCIATES who have completed their probationary period and are not scheduled to work on the holiday shall receive holiday pay prorated based upon the number of hours worked in the previous quarter. The

Hospital shall use reasonable efforts in an attempt to avoid scheduling an Associate to work on Christmas Eve and Christmas Day in the same calendar year, subject to shift/day definitions and the Night Shift Holiday provision herein. In addition, the HOSPITAL shall hereby agree to post the schedule for Christmas Eve Day and Christmas Day four (4) weeks in advance.

The HOSPITAL shall recognize the following holidays for the purpose of this Article:

Holidays

| | |
|------------------|---------------------------|
| New Year's Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | Two (2) Floating Holidays |
| Memorial Day | |

Section 19.2. Holiday Eligibility: In order to be eligible for holiday pay, pursuant to Section 19.1, the ASSOCIATE must have worked the last regularly scheduled work day prior to the holiday, and the first regularly scheduled work day following the holiday, unless otherwise excused. ASSOCIATES who go on or return from Sick Leave or compensable disability during a week in which a holiday occurs, and who are on leave on the holiday, shall be entitled to holiday pay. The HOSPITAL shall schedule holiday work as equally as possible among all ASSOCIATES.

Section 19.3 Floating Holidays: Floating holidays shall be granted as time off with pay, as scheduled between the supervisor and the ASSOCIATE. If an ASSOCIATE fails to request a floating holiday(s) during the calendar year, the ASSOCIATE shall lose the time off and the pay for that holiday(s). If an ASSOCIATE requests a floating holiday(s) off during the calendar year and the ASSOCIATE does not receive time off, the ASSOCIATE shall lose the time off but shall be paid for such day(s) at year's end.

Section 19.4. Holiday During Vacations: When a Holiday falls within an ASSOCIATE'S authorized vacation, the ASSOCIATE shall receive an additional day's Holiday pay as provided in Section 19.1, paragraph 1 or an additional day of vacation at the ASSOCIATE'S discretion.

Section 19.5. Holiday Work: ASSOCIATES who work on a recognized holiday shall be paid two and one-half (2 ½) times their regular rate of pay for all hours worked on a Holiday as defined in Section 19.1 (excluding Floating Holidays). In order to be eligible for holiday work pay, the ASSOCIATE must have worked the last regularly scheduled work day prior to the holiday, and the first regularly scheduled work day following the holiday, unless otherwise excused. ASSOCIATES who are scheduled for work on a holiday and who are excused by the HOSPITAL prior to the completion of their scheduled shift for that day shall receive straight time pay for the balance of their scheduled shift for that day, to a maximum of eight (8) hours (including the hours actually worked prior to leaving). For example, an ASSOCIATE scheduled to work twelve (12) hours, who is excused after six (6) hours of work, shall receive two (2) hours of straight time pay. Associates regularly scheduled to work more than eight (8) hours may elect to use vacation, sick or floating holiday time to compensate them for the balance of their regularly scheduled shift, beyond eight (8) hours.

ASSOCIATES who are scheduled for work on a holiday, but who fail to report for reasons other than illness verified by a physician's statement, when requested by the HOSPITAL, shall not be entitled to Holiday Pay pursuant to Section 19.1.

This multiplier of two and one-half (2½) times the ASSOCIATE'S regular hourly rate shall not be in addition to overtime. In no instance shall an ASSOCIATE receive more than two and one-half (2½) times the ASSOCIATE'S regular hourly rate for hours worked on a holiday. Instead, an ASSOCIATE for whom any hours worked on a holiday are overtime, shall receive a maximum of two and one-half (2½) times the ASSOCIATE'S regular hourly rate for all hours worked on a holiday. Additionally, this multiplier shall not be combined with any other multiplier as provided in any other provision of this contract to increase an ASSOCIATE'S rate for hours worked on the holiday above two and one-half (2½) times the ASSOCIATE'S regular hourly rate. This paragraph affects only multipliers of the ASSOCIATE'S wage rate and not monetary premiums specified in dollars and cents per hour as otherwise provided for in this contract (e.g., Sections 17.4, 17.9).

Section 19.6. Night Shift Holiday: The HOSPITAL agrees to recognize the day before the recognized holiday listed in Section 19.1, in lieu of the holiday for all ASSOCIATES who work on the 11:00 p.m. to 7:00 a.m. shift.

Section 19.7 Holiday and Weekend: When an ASSOCIATE is scheduled to work a holiday that falls on a weekend and the holiday does not coincide with their weekend to work, the holiday takes precedent and the ASSOCIATE will be required to work the holiday.

ARTICLE XX VACATIONS

Section 20.1. Vacations: Full-time ASSOCIATES shall earn vacation according to the following schedule. Vacations may be taken only after six (6) months of employment. An ASSOCIATE shall be paid the hours indicated in the schedule based upon their regular straight-time rate of pay exclusive of all premium pay, not to exceed the ASSOCIATES regularly scheduled hours (e.g. eight (8) hours, five (5) hours, etc.).

| <u>REQUIRED SERVICE</u> | <u>MONTHLY ACCRUAL</u> | <u>ACCRUAL</u> |
|---|------------------------|----------------|
| 1-48 months (until 4 th year anniversary) | 8 hours | 96 hours |
| 49-108 months (until 9 th year anniversary) | 12 hours | 144 hours |
| After 108 months (after 9 th year anniversary) | 16 hours | 192 hours |

Section 20.2. Part-Time: All regular part-time ASSOCIATES with bargaining unit seniority who have been employed by the HOSPITAL a minimum of six (6) calendar months shall be eligible for a vacation, with pay, in accordance with the schedule set forth below, except that the vacation benefit shall be prorated based upon every one hundred sixty-seven (167) hours paid from the date of hire. An ASSOCIATE shall be paid the hours indicated in the schedule based upon their regular straight-time rate of pay exclusive of all premium pay, not to exceed the ASSOCIATES regularly scheduled hours (e.g. eight (8) hours, five (5) hours, etc.).

REQUIRED SERVICE

1 through 48 months, 167 hours
49 through 108 months, 167 hours
After 108 months, 167 hours

MONTHLY ACCRUAL

8 hours
12 hours
16 hours

Section 20.3 Vacation Schedule: After an ASSOCIATE has become eligible, time off for vacation may be arranged during the 12-month period following the ASSOCIATE'S completion of six (6) months' continuous service. ASSOCIATES desiring vacations between April 1st and October 31st shall request said vacation by the 31st day of the prior January. ASSOCIATES desiring vacations between November 1st and March 31st shall request said vacation by the 31st day of the prior August. Requests for vacations submitted on or before the aforementioned request deadline dates shall be approved on the basis of bargaining unit seniority, subject to the personnel requirements of the HOSPITAL. All requests for vacations made during these periods shall be answered within thirty (30) days of January 31st or August 31st, as the case may be. Any vacation request submitted within the above dates and denied by the HOSPITAL may be resubmitted by the ASSOCIATE and shall retain priority over any vacation requests submitted after the aforementioned dates.

All vacation requests made after the aforementioned vacation request deadline dates (January 31 and August 31) shall be approved on a first-request, first-granted basis, subject to previously scheduled vacations, staffing requirements and patient care. Provided the ASSOCIATE desiring a vacation submits the request at least four (4) weeks prior to the pay period during which the requested vacation time falls, the Department Manager shall answer the vacation request no later than fourteen (14) calendar days after the submitted request. Provided further, that the HOSPITAL shall not be restricted from granting requested time off with less than four (4) weeks notice when, in the opinion of the HOSPITAL, scheduling and service requirements permit. Generally, ASSOCIATES shall be allowed no more than four (4) continuous weeks of vacation during the months of June, July and August.

Vacations awarded by bargaining unit seniority

| <u>Vacations between</u> | <u>Request submitted on or before</u> | <u>Answered by</u> |
|--------------------------|---------------------------------------|--------------------|
| 4/1 & 10/31 | 1/31 (prior) | 2/28 |
| 11/1 & 3/31 | 8/31 (prior) | 9/30 |

Vacations awarded first come/first granted

| <u>Submitted after</u> | <u>Vacations between</u> | <u>Answer within</u> |
|------------------------|--------------------------|--|
| 1/31 for: | 4/1 - 10/31 | March 1 or 14 days whichever is longer |
| 8/31 for: | 11/1 - 3/31 | October 1 or 14 days whichever is longer |

ASSOCIATES may take two (2) "emergency" accrued vacation days annually, giving as much notice as reasonably possible, for emergency purposes.

ASSOCIATES requesting vacation on their scheduled holiday to work or their scheduled weekend to work will be responsible to find their own relief, provided any arrangement made by the ASSOCIATE is approved by the supervisor. The HOSPITAL upon request shall assist an ASSOCIATE to find relief by providing names and listed telephone numbers of prospective relief. This paragraph shall not apply to weekend vacations which include additional non-holiday days.

Section 20.4. Accumulation: An ASSOCIATE may accumulate only up to 18 months' accrued vacation at any one time, unless otherwise approved by the HOSPITAL'S Administrator.

Section 20.5. Termination Pay: All ASSOCIATES, except probationary ASSOCIATES, shall be entitled to their regular earned pay plus all accrued vacation pay upon death or termination of their employment status, PROVIDED, the ASSOCIATE notified the HOSPITAL, in writing, at least two (2) working weeks prior to the impending separation, unless termination is due to death or otherwise approved by the HOSPITAL'S Administrator.

ARTICLE XXI HEALTH PROGRAM

Section 21.1. All newly hired ASSOCIATES will be given a physical examination by a HOSPITAL staff physician at the HOSPITAL'S expense. The scope of the physical examination shall be determined by HOSPITAL policy.

Section 21.2. ASSOCIATES who have a positive P.P.D. test result will be required to have a chest X-ray. ASSOCIATES may have an annual C.B.C., urinalysis, and CMP with cholesterol and triglyceride, at the HOSPITAL'S expense. ASSOCIATES who are over the age of forty (40) years may have an annual E.K.G. and/or pulmonary functions test at the HOSPITAL'S expense. All ASSOCIATES working in high risk areas as determined by the infection control committee will be required to receive the Hepatitis B vaccine, if not immune, or sign a waiver.

All female Bargaining Unit ASSOCIATES shall be entitled to receive a screening mammogram at the HOSPITAL'S expense (with the exception of personal physician charges, if referred) as follows:

- (A) One (1) baseline mammogram for ASSOCIATES between the ages of 35 and 39; and
- (B) One (1) mammogram annually for ASSOCIATES over the age of 40.

All male Bargaining Unit ASSOCIATES, over the age of forty (40), shall be entitled to receive a screening Prostatic Specific Antigen (PSA) blood test at the HOSPITAL'S expense.

Any test administered in accordance with the provisions of the Section must be by order of a physician. All such tests conducted at the HOSPITAL'S expense shall be conducted at Sturgis Hospital.

Section 21.3. Additional examinations may be required by the HOSPITAL for ASSOCIATES working in specified departments or where the circumstances indicate it to be appropriate, at the cost of the HOSPITAL.

Section 21.4 Safe Lifting: The HOSPITAL will endeavor to make proper equipment and staff available to ASSOCIATES to reduce the risks of ASSOCIATES with the safe lifting of patients. Associates will not lift a weight that is unsafe for them as an individual without the use of an appropriate lifting device and/or assistance by other staff.

ARTICLE XXII INSURANCE AND PENSION

Section 22.1. Health Insurance: All ASSOCIATES who regularly work twenty-four (24) hours or more per week shall receive health insurance coverage with the HOSPITAL'S PPO network. Applicable premiums are set forth in Appendix "D". If the HOSPITAL desires to make substantive changes to health insurance terms and conditions pursuant to this provision, the MNA shall be notified of such intent at least sixty (60) days prior to the date of any such proposed changes. Thereafter, the HOSPITAL and MNA shall determine if the health insurance policy which is to be replaced and the proposed health insurance policy are substantially comparable in each benefit provided to the Bargaining Unit ASSOCIATES and if each is not comparable, that there is a compensating benefit agreeable to the MNA in the proposed health insurance policy that is not contained in the health insurance policy that is sought to be replaced. Subject to the terms and conditions of the health insurance contract, ASSOCIATES may elect dependent coverage upon the payment of the required premium. Notwithstanding the foregoing, if amendments to the Affordable Care Act, or similar law, require changes to the health plan, the HOSPITAL may amend the plan to the extent necessary to comply with the law. The HOSPITAL shall provide reasonable notice to the UNION in advance of making any such change, providing specific information regarding the nature of the change.

ASSOCIATES who have health care coverage from a source other than the HOSPITAL, shall receive a non-participation bonus of \$100.00 per month if the ASSOCIATE does not elect health care coverage under the HOSPITAL'S plan. This payment will be made the first full pay period following the month of non-participation. ASSOCIATES electing to waive health care coverage must show proof of an alternative health care coverage. ASSOCIATES can change enrollment status one time per year.

Section 22.2. Prescription Card: All ASSOCIATES who regularly work twenty-four (24) hours or more per week shall receive a prescription co-pay card, which shall give them the opportunity to purchase approved prescription medications at a preferred pharmacy with a co-pay of \$10.00 for generic drugs, \$25.00 for preferred formulary drugs, and \$50.00 for non-formulary drugs. Sturgis Hospital In-house Pharmacy or mail order option is available which offers a 90-day supply for the cost of two co-payments. If the Hospital desires to change health insurance carriers

which may effect this provision, the UNION shall be notified under the conditions listed in Section 22.1.

Section 22.3 Dental Insurance: All ASSOCIATES who regularly work twenty-four (24) hours or more per week shall have available to them a dental insurance policy which shall pay 100% of preventative dental care, 80% of basic dental care, and 50% of major dental care, with an annual maximum of \$1500.00 per ASSOCIATE or dependent. Orthodontics coverage at 50% with a \$1500.00 lifetime maximum per ASSOCIATE or dependent. ASSOCIATES may elect dependent coverage for immediate family members at the HOSPITAL'S expense.

Section 22.4 Pension: Subject to the terms and conditions of the relevant plan documents, the HOSPITAL shall provide a defined contribution retirement plan for eligible ASSOCIATES. All service with the HOSPITAL or its predecessors shall count as service for the purpose of vesting in any retirement plan benefits. Any dispute over the terms, conditions, interpretation or application of the program shall be governed by the dispute mechanism set forth in the relevant plan documents.

Defined Benefit: All pension benefits accrued as of February 16, 2019, whether accrued under the prior City defined benefit pension fund, or under the revised defined-benefit plan that became effective on April 1, 2011, shall be frozen.

All eligible ASSOCIATES who are employed on December 31, 2018 will continue to be participants in the defined-benefit plan and will receive benefits according to the plan terms. Eligible ASSOCIATES who have not fully vested in the plan, i.e., those with less than 5 years of service, will continue to accrue service for vesting purposes only. Pension benefits will no longer accrue under the defined benefit plan after February 16, 2019.

Defined Contribution: Unless an ASSOCIATE provides written notice to the HOSPITAL on an approved form, he/she shall automatically contribute 3% of wages to a defined contribution plan. ASSOCIATES can also make additional elective contributions up to the statutory maximum. If an ASSOCIATE contributes at least 3% of wages, the HOSPITAL will make a matching contribution equal to the ASSOCIATE's contribution up to a total matching contribution of 6%. ASSOCIATES shall vest in the matching contributions under the plan over a period of five (5) years of service (at 20% each year).

Section 22.5 Life and Accidental Death Insurance: All full-time and regular part-time ASSOCIATES regularly scheduled to work twenty-four (24) hours or more a week shall be covered by life insurance in the amount of Fifteen Thousand Dollars (\$15,000) during the term of this Agreement. Accidental death and dismemberment insurance for each ASSOCIATE shall also be obtained and paid by the HOSPITAL, insuring each ASSOCIATE who is regularly scheduled to work twenty-four (24) hours or more per week in an additional amount of Fifteen Thousand Dollars (\$15,000) during the term of this Agreement.

Section 22.6 Liability Insurance: The HOSPITAL shall provide liability insurance coverage for malpractice of ASSOCIATES while performing services for the HOSPITAL.

ARTICLE XXIII
JOB VACANCIES/ADVANCEMENT

Section 23.1

- (A) ASSOCIATES who demonstrate potential ability and aptitude for positions of increased responsibility shall be given consideration for promotion when vacancies occur. The HOSPITAL shall also give ASSOCIATES every opportunity to make transfers to other shifts, areas and/or classification changes, i.e., full-time to part-time, provided there is an opening.
- (B) To implement this policy, the HOSPITAL shall, whenever a vacancy exists or a newly created job is about to be established, post on the HOSPITAL'S bulletin board a notice of such vacancy or newly created job for a period of not less than seven (7) days. The posting shall include the job title, classification, shift, description of duties and the number of scheduled hours budgeted to each position per pay period. Any ASSOCIATE interested in the position shall file a written notice thereof with the HOSPITAL'S Human Resource Department by the deadline set in the notice.
- (C) The HOSPITAL shall consider the ASSOCIATE'S education, training, ability, work record and nursing experience suitable for the open job. When two (2) or more nurses have equal qualifications for the same position, preference will be given to the nurse having the greater bargaining unit seniority. Bargaining unit seniority for purposes of this Article is defined in Section 13.2 of this Agreement.
- (D) The name of the person selected to fill the vacancy shall be posted on the bulletin board for five (5) days. The HOSPITAL shall fill posted vacancies as promptly as possible. ASSOCIATES not transferred within two (2) weeks of being awarded a posted vacancy shall be notified by the HOSPITAL, in writing, of the reasons. The HOSPITAL shall attempt to fill promotional vacancies from the Bargaining Unit.
- (E) All vacancies shall remain posted until they are filled.
- (F) Successful job bidders must remain in the bid upon position for at least (6) months before they will be eligible to bid upon any other job title, unless otherwise approved by the Hospital.

ARTICLE XXIV
NON-DISCRIMINATION

Section 24.1. Non-Discrimination: There shall be no discrimination against any ASSOCIATE(S) by either the HOSPITAL or the MNA in regard to hiring, tenure or employment, promotions, transfers, or other conditions of employment because of race, color, creed, national origin, sex, marital status, religious affiliation, age, or any other legally protected status.

ARTICLE XXV
EVALUATIONS

Section 25.1 Evaluation: ASSOCIATES shall be evaluated by their supervisor and/or Department Manager at the end of the probationary period and annually thereafter. ASSOCIATES shall receive a copy of their evaluation at the time of the evaluation. The ASSOCIATE'S signature on the evaluation shall not be interpreted as approval, but only as having reviewed the evaluation. The ASSOCIATE shall be entitled to make comments on his/her evaluation. An ASSOCIATE who feels herself/himself aggrieved by the evaluation may review the evaluation with the Human Resources Director. The Grievance Procedure shall not be available to contest the evaluation.

ARTICLE XXVI
LONGEVITY PAY

Section 26.1. Longevity Bonus: All regular full-time ASSOCIATES on the bargaining unit seniority list of the HOSPITAL as of December 1, of any year, shall be entitled to a Longevity Bonus based upon the ASSOCIATE'S number of years of Hospital seniority. The amount of the Longevity Bonus shall be based on continuous service as follows:

| <u>Length of Service</u> | <u>Bonus</u> |
|--|--------------|
| From five (5) years through nine (9) years of service | \$200.00 |
| From ten (10) years through fourteen (14) years of service | 300.00 |
| From fifteen (15) years through nineteen (19) years of service | 600.00 |
| From twenty (20) years through twenty-four (24) years of service | 700.00 |
| From twenty-five (25) years of service and higher | 800.00 |

Section 26.2. Full-Time ASSOCIATES' Longevity Bonus: Longevity Pay for full-time ASSOCIATES will be prorated on a monthly basis if an ASSOCIATE fails to work at least three (3) "work weeks" in each month. For the purposes of this section, all days for which an ASSOCIATE receives pay (including paid leave days and low census days) shall be computed to comprise a "work week."

Section 26.3. Part-Time ASSOCIATES' Longevity Bonus: All regular part-time EMPLOYEES on the bargaining unit seniority list of the HOSPITAL as of December 1, of any year, shall be entitled to a longevity bonus based upon the following:

- (A) Part-time service shall be computed from the date of hire for purposes of computing the length of service.
- (B) To compute the amount owed to the part-time EMPLOYEE, a ratio based on the number of paid hours (including paid leave days, paid sick days and vacation days) in the previous twelve (12) months, plus low census days, divided by 2000 hours shall be used.

| <u>Length of Service</u> | <u>Bonus</u> |
|---|--------------|
| From five (5) years through nine (9) years | \$200.00 |
| From ten (10) years through fourteen (14) years | 300.00 |
| From fifteen (15) years through nineteen (19) years | 600.00 |
| From twenty (20) years through twenty-four (24) years | 700.00 |
| From twenty-five (25) years and higher | 800.00 |

Section 26.4. Definition: "Paid leave days" shall include low census days, paid sick leave, vacation, holidays, bereavement leave, jury duty, and up to two (2) weeks of military leave.

ARTICLE XXVII CONCLUDING CLAUSE

Section 27.1. It is acknowledged that during the negotiations which resulted in this Agreement, both the MICHIGAN NURSES ASSOCIATION and the STURGIS HOSPITAL, INC., had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, both the MICHIGAN NURSES ASSOCIATION and STURGIS HOSPITAL, INC., agree that both parties shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XXVIII MISCELLANEOUS

Section 28.1. Bulletin Boards: The MNA shall have the right to one (1) designated bulletin board to announce meetings and inform members of matters of interest.

Section 28.2. Rules: The HOSPITAL reserves the right to promulgate and publish from time to time work rules and regulations not inconsistent with this Agreement. The MNA shall be provided with a copy of new or amended work rules that contain disciplinary provisions prior to their implementation and shall have the right to grieve the reasonability of any work rule.

Section 28.3. Captions/Use of Pronouns: The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement. Wherever herein there is used a pronoun (e.g., he, she, her, etc.) such word shall mean the "ASSOCIATE" and shall have no reference to sex.

Section 28.4. Conditions of Agreement: It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements and understandings, oral or written, express or implied, between such parties, and shall govern their entire relationship, this Agreement being the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise. This Agreement includes the Appendices which are attached hereto and which are made a part hereof. The provisions of this Agreement can be amended,

supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

Section 28.5. Maintenance of Privileges: Any privileges enjoyed by the Bargaining Unit ASSOCIATES prior to the date of this Agreement shall not be denied to the ASSOCIATES because of signing this Agreement, unless the MNA and the HOSPITAL, through the collective bargaining process, have mutually agreed to change and waive these privileges.

Section 28.6. Meeting Rooms: The MNA, acting through its stewards, shall have the right to use available rooms at the HOSPITAL for MNA meetings. Requests for the use of meeting rooms shall be made in advance through the HOSPITAL'S Human Resources Director, or designee. Approval for use of meeting rooms shall be contingent upon availability.

Section 28.7. Successor Agreement: If the HOSPITAL sells, transfers, or otherwise disposes of its business or causes it to be merged or consolidated with another entity which intends to continue HOSPITAL business, the HOSPITAL shall give notice to the prospective purchaser or new entity of the existence of this Agreement and shall also give notice to the MNA. The HOSPITAL shall negotiate with the MNA concerning the impact of the change on Bargaining Unit ASSOCIATES covered by this Agreement.

Section 28.8. Invalidation: If any Article, Section or portion of this agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this agreement shall not be affected thereby. In this event, the parties agree to meet to negotiate a mutually satisfactory replacement for such Article, Section or portion. All other parts of this agreement shall be in full force and effect for the duration of this agreement, including Section 8.1.

Section 28.9. New Classification/Job Description: The HOSPITAL upon request shall furnish to the MNA job descriptions and job requirements covered by this AGREEMENT. Upon the establishment of any new job in the bargaining unit, the HOSPITAL will notify the MNA of the wage classification, provide a copy of the job description and any other conditions of said new job prior to the HOSPITAL posting the job. In addition, the HOSPITAL shall have the right to change the usual and regular requirements, methods and/or skills of any job, and to apply these changes in requirements to the existing job incumbents. If reasonably possible, the MNA and incumbents will be given advance notice in writing prior to the HOSPITAL implementing such change(s) in the usual and regular job requirements, methods and/or additional skills required. The MNA, if in disagreement with any of the conditions set forth on the notices described above shall notify the HOSPITAL within 7 calendar days of its disagreement from the date the MNA received the notice. Upon receipt of such notice, the HOSPITAL and the MNA shall meet and attempt to settle the differences.

Section 28.10 Americans with Disabilities Act: The HOSPITAL and the MNA recognize their obligations under the Americans with Disabilities Act. The parties recognize, if an ASSOCIATE or applicant with a disability requests an accommodation which would involve a change in terms or conditions of employment, the HOSPITAL cannot ignore the requirements of

the Collective Bargaining Agreement without first attempting to find, through negotiations with the MNA, an agreed upon settlement that is compatible with the Agreement and the law.

ARTICLE XXIX
ROLE OF THE NURSE

Section 29.1 The HOSPITAL, as a community institution, and the Nurses, as a professional group, share the common goal and common responsibility to provide to the citizens who require it, nursing care which is both safe and adequate.

Section 29.2 The House Supervisors shall be in charge of all nursing personnel on their shift and insure that the shift and all departments are properly staffed, call in off-duty personnel or transfer personnel from department to department, and assign personnel.

Section 29.3

- (A) The HOSPITAL and the Nurses agree to recognize responsibilities of the Registered Nurse and the HOSPITAL within the scope of the Nursing Practice Act of Michigan of the Standards of Nursing Service as developed by the designated regulatory agency; Licensure Guidelines of the Michigan Department of Public Health; Federal Health Insurance Regulation; Conditions of Participation; and other appropriate legal requirements.
- (B) The HOSPITAL and the Nurses agree that the Registered Nurse, as provided in the Michigan Nursing Practice Act, must and shall have authority commensurate with his/her responsibility for directing, teaching and supervising of less skilled personnel in carrying out delegated nursing activities, as established by the HOSPITAL. The Registered Nurse has the responsibility for assessment, planning, implementing and evaluating nursing care, including patient teaching and coordination of services, as established by the HOSPITAL. The Employer has the responsibility to assist the Registered Nurse in fulfilling these responsibilities.
- (C) Both Parties agree that in order to permit the Registered Nurse to perform the activities associated with his/her responsibility for nursing care, Registered Nurses will normally only assume those functions within the legal practice of the Registered Professional Nurse.
- (D) With the emergence of new knowledge, technologies and continuing social change, a joint effort between the HOSPITAL management and Nurses is needed to encourage Registered Nurses to: improve their practice; exercise leadership in promoting change which upgrades health care; and fulfill individual professional aspirations.

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

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

- (D) Only a qualified Registered Nurse shall be ultimately responsible for supervising, directing or teaching of clinical nursing services and nursing personnel evaluation of clinical nursing services.


ARTICLE XXX
DURATION

Section 30.1. Unless terminated pursuant to Section 30.2, this Agreement shall continue in full force and effect from February 26, 2023, until midnight on February 24, 2024. All terms and conditions shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, change or modify this Agreement is served by either party hereto at least sixty (60) days prior to the annual expiration date.

Section 30.2 If the Hospital successfully completes application and enrollment as a Rural Emergency Hospital ("REH") and an effective date for billing privileges as an REH has been established, either party may terminate, change, or modify this Agreement upon ninety (90) days written notice to the other party.


STURGIS HOSPITAL, INC.

MICHIGAN NURSES ASSOCIATION

By: 
Robert J. Morin
COO/CFO

By:  3/16/2023
Andrew Cornell
MNA Labor Representative

By: 
Jeremy Gump
Chairman of the Board

By:  3/16/2023
Karla Hart
President, MNA-Sturgis

 3-16-23

RN APPENDIX "B"

| <u>RN</u> | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|-----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 23-Feb | \$29.36 | \$30.63 | \$31.92 | \$33.21 | \$34.54 | \$35.84 | \$37.11 | \$38.41 | \$39.76 | \$41.02 |

Clinical Coordinator RN Scale + 2.00

- 1) Bargaining Unit Seniority Rates:
When an ASSOCIATE has been continuously employed, he/she shall receive the applicable wage rate, and subsequent wage rate increases, according to their bargaining unit seniority as set forth in APPENDIX "B."
- 2) Charge Pay:
Whether to appoint a Charge Nurse for any shift or department, and the number of Charge Nurses appointed per department and shift, shall be determined by the Department Director, provided however, that "Charge pay" shall be paid to all nurses who shall assume the duties and responsibilities of being in charge (Charge Nurse) of a department. "Charge pay" for the duration of this contract shall be paid to all Charge Nurses at the rate of (\$1.10) per hour in addition to the nurse's hourly rate of pay. A Nurse who assumes the duties and responsibilities of House Supervisor shall receive pay equal to the rate of pay of the House Supervisor.
- 3) Holiday Rotation Schedule:
Revise schedule to reflect that each Pre/Post/Endo Nurse shall work one holiday on a rotating basis as a House Supervisor. The shift shall be 6am – 4pm.

APPENDIX "C"

APPLICATION FOR MEMBERSHIP



2023 Application for Membership



MEMBERSHIP COMMITMENT AND MAINTENANCE OF PAYMENT

Yes - I wish to join the Michigan Nurses Association (MNA) and pledge my support to building a strong union. In turn, I authorize MNA to represent me in collective bargaining with my employer, to support my colleagues and me in advocating for our patients and our profession, and to raise conditions for nurses and patients to the highest standards. I hereby request and voluntarily accept membership in MNA and agree to abide by its Constitutional Bylaws. I understand that the annual dues required for MNA membership include both state and local dues, where applicable, and are subject to periodic change as provided in MNA's Constitutional Bylaws. I agree to pay on a continuing basis, and irrespective of my membership status, the amount of the duly authorized annual membership dues currently in effect, or as modified according to the Constitutional Bylaws. This agreement shall be in effect for a period of one year from the date signed below, and shall continue in effect from year to year thereafter unless cancelled by me by sending a signed, written notice to MNA not more than 30 days and not less than 15 days prior to the annual anniversary date on which I signed this document.

LAST /FIRST /MIDDLE NAME (PLEASE PRINT) _____

HOME ADDRESS _____ CITY / STATE / ZIP _____

CELL PHONE () _____ HOME PHONE () _____

PERSONAL E-MAIL _____ RN LICENSE # _____

EMPLOYER / FACILITY _____ TITLE Registered Nurse Other _____

EMPLOYEE # _____ WORK PHONE () _____

UNIT / SHIFT _____ DATE OF BIRTH _____

SIGNATURE _____ DATE _____

Consent to text or call – By providing my phone number, I understand that the Michigan Nurses Association may use automated calling techniques or text message me on my cell phone on a periodic basis. MNA will never charge for text message alerts. Carrier message and data rates may apply to such alerts.

PAYMENT OPTIONS

Dues for all members are currently \$63.89 per month (\$766.68 a year*) plus local bargaining unit (LBU) dues.
 * This rate does not include local bargaining unit dues. Rate subject to annual changes in the Constitutional Bylaws and annual inflationary adjustment.
 ** This rate may be adjusted to include LBU dues established by each LBU. Sign in to MemberLink at minurses.org to view your LBU dues.

Please check and sign ONE of the following payment options

Payroll Deduction – I assign to the Michigan Nurses Association (MNA) and authorize my employer, if payroll deduction is available for this purpose, to deduct from my pay each month while I am employed in the bargaining unit represented by MNA, the designated amount of the regular monthly membership dues and to promptly remit those sums to MNA. This payroll deduction authorization and assignment shall be effective when signed and shall be irrevocable for a period of one year from that date, or until the termination of the applicable collective bargaining agreement between my employer and MNA, whichever occurs sooner. This payroll deduction authorization and assignment shall continue in effect irrespective of my membership status in the MNA, and shall automatically renew for periods of one year from the date signed below. I may revoke this payroll deduction authorization and assignment by sending written notice by mail to MNA not more than 30 days and not less than 15 days prior to the annual anniversary date on which I signed this document, or not more than 30 days and not less than 15 days prior to the expiration of the applicable collective bargaining agreement between MNA and my employer, whichever occurs sooner.

SIGNATURE _____ DATE _____

Electronic Funds Transfer – I authorize MNA to withdraw the specified amount from my checking / savings account on or after the 15th of each month. I may cancel this authorization if I notify MNA in writing within 20 days prior to deduction date as designated above. (Enclose a check for the first monthly payment or a voided check.)

SIGNATURE _____ DATE _____

Credit/Debit Card Charge – I authorize MNA to charge 766.68* (plus local dues) Annually OR \$63.89* (plus local dues) Monthly on or after the 15th

To My: Credit Card Debit Card AND Type: Visa Mastercard AMEX Discover

CARD NUMBER _____ CVV _____ EXP. DATE _____

SIGNATURE _____ DATE _____

QUESTIONS? Contact your local leadership or MNA Member Services • 888-MI-NURSE or 517-349-5640 • www.minurses.org
RETURN FORM TO: Your local leadership or Michigan Nurses Association
 2310 Jolly Oak Road • Okemos, MI 48864 • Fax 517-349-5818

APPENDIX “D”

HEALTH INSURANCE PREMIUMS

| Premium Contributions | 2023-2024 |
|-----------------------|----------------|
| Full Time | 20% of premium |
| Part Time | 25% of premium |
| Full Time Cap | \$380 |
| Part Time Cap | \$475 |

Any ASSOCIATE who elects ASSOCIATE-only coverage under the least expensive health plan offered by the HOSPITAL shall contribute no more than 9.5% of that ASSOCIATE's compensation regardless of whether the amount is less than the above contribution percentages.

During the life of this contract, the Hospital will absorb the difference between the Associate premium contributions calculated in accordance with the above and the Associate Monthly Share set forth in the chart below. During the life of this contract, Associate's contributions shall be as follows:

| Health Plan | Associate Monthly Share |
|-------------------------------------|-------------------------|
| High Cost - Full Time: | |
| Single | \$ 154.40 |
| Two Person | \$ 339.68 |
| Family | \$ 378.28 |
| | |
| High Cost - Part Time: | |
| Single | \$ 169.89 |
| Two Person | \$ 424.60 |
| Family | \$ 472.85 |
| | |
| High Deductible - Full Time: | |
| Single | \$ 100.20 |
| Two Person | \$ 220.44 |
| Family | \$ 245.49 |
| | |
| High Deductible - Part Time: | |
| Single | \$ 125.25 |
| Two Person | \$ 275.55 |
| Family | \$ 306.86 |

APPENDIX “E”

| <u>Department</u> | <u>Included Units</u> |
|---|--|
| Perioperative | OR/PACU Pre/Post/Endo Stress Testing |
| Specialty Clinics | Specialty Clinics |
| Inpatient Services & Infusion Center | Med/Surg/Peds Infusion |
| Emergency Department (includes emergency preparedness) | |