

## ANA Code of Ethics for Nurses

- Provision 1** The nurse practices with compassion and respect for the inherent dignity, worth, and unique attributes of every person.
- Provision 2** The nurse's primary commitment is to the patient, whether an individual, family, group, community, or population.
- Provision 3** The nurse promotes, advocates for, and protects the rights, health, and safety of the patient.
- Provision 4** The nurse has authority, accountability and responsibility for nursing practice; makes decisions; and takes action consistent with the obligation to provide optimal patient care.
- Provision 5** The nurse owes the same duties to self as to others, including the responsibility to promote health and safety, preserve wholeness of character and integrity, maintain competence, and continue personal and professional growth.
- Provision 6** The nurse, through individual and collective effort, establishes, maintains, and improves the ethical environment of the work setting and conditions of employment that are conducive to safe, quality health care.
- Provision 7** The nurse, in all roles and settings, advances the profession through research and scholarly inquiry, professional standards development, and the generation of both nursing and health policy.
- Provision 8** The nurse collaborates with other health professionals and the public to protect human rights, promote health diplomacy, and reduce health disparities.
- Provision 9** The profession of nursing, collectively through its professional organizations, must articulate nursing values, maintain the integrity of the profession, and integrate principles of social justice into nursing and health policy.

**Source:** American Nurses Association. (2015). *Code of ethics with interpretative statements*. Silver Spring, MD: Author. Retrieved from <http://www.nursingworld.org/MainMenuCategories/EthicsStandards/CodeofEthicsforNurses/Code-of-Ethics-For-Nurses.html>

**AGREEMENT BETWEEN**

**OSF ST. FRANCIS HOSPITAL**

**AND**

**MICHIGAN NURSES ASSOCIATION**

Term of Agreement: May 1, 2023– April 30, 2026

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## **Agreement**

This Agreement is made and entered into the 1st day of May, 2023, by and between OSF ST. FRANCIS HOSPITAL (hereinafter referred to as the “Hospital” or “Employer”) which is an operation of OSF HEALTHCARE SYSTEM, an Illinois not-for-profit Corporation, with its principal offices in Peoria, Illinois, and the MICHIGAN NURSES ASSOCIATION, (hereinafter referred to as the “Union”).

WHEREAS, the Hospital and its employees are furnishing an essential public service that is vital to the health, welfare, safety and comfort of the community; and

WHEREAS, it is the desire of the parties to this Agreement to work together to promote the care and comfort of the Hospital’s patients, as well as the interests of the Hospital and its employees, to avoid interruptions and interference with the Hospital’s services to its patients, to peacefully resolve all disputes and differences between the parties, and to promote and maintain relations between the Hospital, its employees and the Union to further the goals described above;

NOW, THEREFORE, the parties agree as follows:

### **Article 1 Recognition**

Pursuant to its obligations under the National Labor Relations Act, the Hospital hereby recognizes the Michigan Nurses Association as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and the conditions of employment for all full-time and regular part-time registered nurses, including charge nurses and per diem registered nurses. The unit will exclude all other employees, including but not limited to physicians, all other professionals, technical employees, maintenance employees, business office employees, clerical employees, other staff employees, members of religious orders, supervisors and managers as defined in the Act.

### **Article 2 Management Rights**

#### Section 2.1 Functions

Except as specifically limited by the express provisions of this Agreement, the Union agrees that the Hospital retains exclusively to itself the traditional rights to operate and manage its business and to direct its employees, including, but not limited to the following: to direct, plan and control facility operations; to exercise control and discretion over the organization and efficiency of operations; to change or eliminate existing methods, materials, equipment, facilities, practices, and procedures and/or to introduce new or improved ones; to utilize suppliers, subcontractors and independent contractors as it determines appropriate; to determine what products will be used; to establish and change the hours of work (including overtime work) and work schedules; to select, hire, direct and supervise employees and assign them work; to classify, train, promote, demote and transfer employees; to suspend, discipline and discharge employees; to increase,

reduce, change, modify, or alter the composition and size of the workforce; to establish, modify, combine or abolish job classifications; to make and enforce rules of conduct, standards and regulations governing conduct of employees; to lay off and to relieve employees from duty because of lack of work or other reasons; to determine the number of departments and the work to be performed therein; to determine and change standards of patient care; to determine the schedules and nature of work to be performed by employees and the methods, procedures, and equipment to be utilized by employees in the performance of such work; to utilize employees wherever necessary in cases of emergency or in the interest of patient care; to introduce new or improved methods or facilities; to establish and administer policies and procedures related to research, education, training, operations, services and maintenance of the Hospital's operations; to determine staffing patterns including but not limited to the assignment of employees, numbers employed, duties to be performed, qualifications and areas worked, to change or abolish any job title or department; to select and determine the type and extent of activities in which it will engage and with whom it will do business; to determine and change starting times, quitting times, shifts, and the number of hours to be worked by employees; to determine policies and procedures with respect to patient care; to determine or change the methods and means by which its operations are to be carried on; to take any and all actions it determines appropriate, including the subcontracting of work; and, to maintain efficiency and appropriate patient care, as it deems appropriate.

## Section 2.2 Reasonable Instruction

Any employee covered by this Agreement will immediately proceed to carry out any order or instruction given her/him by the Hospital unless, in her/his reasonable and sensible judgment, doing so could clearly jeopardize the health or safety of herself/himself or others beyond such risks which may be inherent in the work. S/he will raise any questions s/he has as to the Hospital's right to give her/him the order or instructions only after s/he carries out the order or instruction.

## **Article 3 Volunteer Service Organizations and Workers**

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

## **Article 4 Non-Discrimination**

In accordance with all applicable Federal and State laws, the Hospital and the Union agree not to discriminate. This article will not be subject to arbitration under Article 12, Arbitration, since adjudication is provided by applicable law.

**Article 5**  
**No-Strike/No Coercion**

Section 5.1 - No Strike

The Association and the Professional Nurse Council of OSF St. Francis Hospital agree for themselves and all bargaining unit members that, for the term of this Agreement, there will not be, nor will the Union or any employee(s) encourage, sanction, instigate, promote, sponsor, engage in, participate in or condone any strike, including a sympathy strike, picketing, honoring of a picket line, sit-down, stay-in, slowdown, concerted stoppage of work, or curtailment of work, restriction or interference with operations or the work of others, or boycott, regardless of the reason for so doing.

Section 5.2 - Notice

In the event any employee or group of employees covered by this Agreement participate in any activity prohibited by Section 5.1, the Union will immediately, upon being notified by the Hospital, in good faith instruct such employees or group of employees, orally and in writing, to resume work immediately.

Section 5.3 - Penalty

- a) The Hospital will have the right, at its sole discretion, to discharge or otherwise discipline any employee who participates in any activity prohibited by Section 5.1.
- b) The only matter which may be the subject of a grievance is whether or not the employee actually participated in such prohibited conduct.

Section 5.4 - No Negotiations

In the event of a violation of Section 5.1 by employees or the Union, the Hospital has no obligation to negotiate or discuss the subject matter(s) allegedly causing the violation.

Section 5.5 - Enforcement

In the event of a claimed violation of Section 5.1 by any employee or group of employees, the Hospital will have the right to have the immediate judicial restraint of the action in violation of Section 5.1 and the Union will not oppose or seek to remove the action. Similarly, the Hospital may, at its discretion, at any time proceed with an action in a court of law to enforce Section 5.1 and 5.2 regardless of, and without waiving its right to proceed in any other forum, such as through the grievance and arbitration process.



#### Section 5.6 - Limitation on Grievance

A breach of Section 5.1 by the Union or employees will not be subject to the grievance and arbitration procedures of this Agreement, other than as specifically provided in Section 5.3 (a) and (b).

#### Section 5.7 - Seniority

Engagement in the conduct prohibited by Section 5.1 will constitute a break in service and loss of all seniority.

#### Section 5.8 - Non-coercion and Non-solicitation

The Union agrees that neither it, its members or anyone acting on its or their behalf will coerce, intimidate, or discriminate either for or against any employee with respect to her/his right to work, and further agrees there will be no solicitation of employees for initiation fees or dues during employee's working time. The parties further agree that they will not discourage nurses from communicating directly with supervisors, department managers, the Administrator or the Union with regard to work related problems.

### **Article 6 Union Membership**

#### Section 6.1 - Annual and Monthly Roster of Employees

The Employer will submit a list (upon request) to the Local Union President and the MNA Business Representative giving the names, addresses, employee status, department, MNA seniority date and Hospital service date of employees currently employed and will, on a monthly basis, notify the Local Union President of new hires, terminations and transfers into and out of the bargaining unit; this includes notifying the Union of graduate nurse hires/transfers at the time they become bargaining unit members.

#### Section 6.2 - Association Membership Information

One-half hour will be provided for Union orientation by the Local Union Chairperson or the New Employee Orientation representative to meet with newly hired Registered Nurses within the new nurse's first month of employment. The Union will be notified within two days of a new nurse's start date. Notification will be by hospital e-mail to Local Union Representative. The Hospital will not compensate the Local Union Representative, but the new nurse will be paid as long as it falls within the scheduled workday. The union may contact current employees who are new to the bargaining unit on off-duty hours.

**Article 7**  
**Payroll Deductions for Union Dues**

Section 7.1 - Authorization for Deductions

The Employer agrees to make deductions from the pay of employees, with proper authorization from the employee. The authorization for payroll deductions shall remain in full force and effect for a period of one (1) year or until termination of this agreement, whichever is sooner.

Section 7.2 - Union Notification of Dues Amounts

The amount of monthly dues must be certified in writing by the Union and delivered to the Employer prior to deduction of such dues. Changes in the amount of monthly dues must be certified in writing by the Union and delivered to the Director Employee Relations at least thirty (30) days prior to the first payday affected by the change.

Section 7.3 - Monthly Payments

Deductions will be made in twelve (12) installments on the second (2<sup>nd</sup>) payday of each month. Dues, which are deducted, will be sent to the Michigan Nurses Association at 2310 Jolly Oak Road, Okemos, Michigan, 48864 along with a list of names for whom deductions are made.

Section 7.4 - Adjustments and Indemnification

The Union specifically agrees to make whatever adjustments are necessary directly with any employee who may, as a result of this deduction procedure, pay more or less than the Union's annual membership dues. The Union agrees to hold the Hospital harmless and indemnify it regarding any liability, costs and/or legal fees it incurs related to this Article.

**Article 8**  
**Bargaining Unit Work**

Nothing in this Agreement shall be construed to prohibit non-bargaining unit personnel from performing bargaining unit work in cases of emergency, training, trouble-shooting, in the absence of bargaining unit employees, or in cases where the work has routinely been performed by non-bargaining unit employees of the Hospital. Non-bargaining unit personnel will not be used for the purpose of eroding the bargaining unit.

**Article 9**  
**Union Representatives**

Section 9.1 – Union Representative List

The Union will provide the Hospital with a list of current Staff Council Representatives, which will include their titles and roles. An updated list will be sent by the Union to the Hospital every

twelve (12) months and whenever the representatives change. The Hospital has no obligation to recognize representatives who are not on such a list.

#### Section 9.2 – Union Business Representatives

The duly authorized business representative (local or state representatives) of the Union may visit the Hospital at reasonable times to discharge the Union's duties as the collective bargaining unit representative, provided s/he first notifies the Director Employee Relations (or designee). The Hospital may exercise reasonable control over the times and places for such visits. In no event will such representatives interfere with the operations of the Hospital and the work of any Hospital employee.

#### Section 9.3 – Charitable Contributions on behalf of Union

Consistent with its commitment to nursing education and giving back to the community, the Union will redirect payment from the Hospital for time spent in negotiations. In December of each year, the Hospital will provide the Union a check in the amount of eight hundred dollars (\$800) to the MNA Lisa Hanson Scholarship Fund and a check in the amount of four hundred dollars (\$400) to the Salvation Army.

#### Section 9.4 – Paid time for MNA Officers in grievance meetings

Time spent by an MNA officer (specifically the Chairperson, Vice Chair, Grievance Chair) in a grievance meeting will be considered hours worked if the meeting is held during the MNA officer's scheduled work hours.

### **Article 10 Discipline**

#### Section 10.1 Expectations

Registered nurses are committed to providing the highest possible level of quality nursing care and behavior that does not meet expectations may subject a registered nurse to disciplinary action. Disciplinary action will be at an appropriate level under the relevant circumstances and is intended to be corrective in nature.

#### Section 10.2 Levels of Discipline

The levels of disciplinary action the Hospital may assess are: verbal counseling; written warning; disciplinary probation; suspension; and discharge. These levels of discipline may be imposed in a progressive manner, but the Hospital is responsible for determining what level of discipline is appropriate in each case, consistent with just cause. All levels of discipline will be formally documented and a copy will be given to the employee on a timely basis.

Verbal counseling actions may be considered as a progressive disciplinary step for up to six (6) months from the date issued. Written warnings may be considered as a progressive step up to

twelve (12) months from the date issued. Suspensions and/or disciplinary probation actions may be considered as progressive disciplinary steps for up to eighteen (18) months from the date of occurrence.

### Section 10.3 Timely Action and Union Representation

Disciplinary action, when taken, will be imposed in a reasonably timely manner. If the nurse wishes, a Union representative may be present at any investigatory interview which could result in disciplinary action to the employee whose conduct or performance is being investigated. It is the responsibility of the nurse to seek Union representation. Unless terminated, employee's suspended pending investigation, (as opposed to an employee who is given a suspension under Section 10.2) will be paid for all hours which would have otherwise been worked if not for the suspended pending investigation status.

## **Article 11 Grievance Procedure**

### Section 11.1 - Definition

A grievance is any dispute between an employee and the Hospital arising under and during the term of this Agreement involving the application or interpretation of a provision of this Agreement. A grievance will be submitted electronically on a grievance form and will specify the grieved action, the specific provision of the Agreement allegedly violated and the requested remedy. Failure to do so will render the grievance deficient and the Hospital may refuse to process the grievance under Section 11.3.

### Section 11.2 - Joint Problem Solving

The parties agree to encourage joint problem solving and discussion between the employee and management, prior to filing a written grievance. This can be done with or without an MNA representative. However, Joint Problem Solving is not mandatory and does not affect the timeline for filing a grievance.

### Section 11.3 - Grievance Procedure

In order to be timely and be considered, a grievance must be presented at Step 1 no later than fifteen (15) calendar days after the occurrence of the event giving rise to the grievance. For payroll errors, the date of the occurrence will be the pay day. The time limits stated in the grievance and/or arbitration articles herein may be extended only by agreement in writing of the parties.

Step 1: A grievance will first be presented to the manager (or designee) for the grieving employee's nursing unit. The grievant/grievance chair will schedule a meeting to discuss the grievance, which will take place within seven (7) calendar days from the date the grievance is received by the manager. Attendance at the meeting may include the grievant, the Grievance Chair, or designee, unit manager and Vice President of Patient Care Services. A written answer to the grievance will be

provided to the grievant and the grievance chair within seven (7) calendar days after the Step 1 meeting.

**Step 2:** The Step 1 written answer will be deemed to settle the grievance unless an appeal in writing is received by the Director Employee Relations (or designee) within seven (7) calendar days of receipt of the answer in Step 1. The grievant/grievance chair is responsible for scheduling the Step 2 grievance meeting to discuss the grievance. A Step 2 meeting will take place within fifteen (15) calendar days (or as otherwise mutually agreed) of the request to appeal to Step 2. Attendance at this meeting may include the Director Employee Relations, Vice President Patient Care Services, no more than two Human Resources designee(s) and the Union's Labor Relations Representative, Chairperson, Grievance Chair and grievant. The Director Employee Relations, (or designee) will provide a written answer within seven (7) calendar days after the Step 2 meeting.

A copy of the grievance response at Steps 1 and 2 will be provided to the Grievance Chair and all other meeting attendees. All communications regarding grievances in Section 11.3 must be sent electronically through the Hospital's email system. If the Hospital representative fails to give her/his written answer within the time limits provided, the grievance will be advanced to the next step of the procedure, except a grievance will not advance to Arbitration automatically.

If the dispute(s) remain(s) unsettled and the MNA wishes to pursue the matter(s) further, the Employer and the Union may choose to utilize Mediation, but both parties must mutually agree to have the dispute(s) scheduled for Mediation in order for the Mediation process to be utilized. A mutually acceptable mediator will be selected from the Federal and/or State Mediators assigned to the geographic region. The mediator must be contacted by the Union within fourteen (14) calendar days of the Hospital's Step 2 response. If mediation is not mutually acceptable or if the mediation does not resolve the dispute(s), the Union may proceed as noted in Article 12. Any expenses incurred as a result of the mediation session shall be shared equally between the Employer and the Union.

## **Article 12 Arbitration**

### **Section 12.1 – Appeal to Arbitration**

The Hospital's written answer at Step 2 of the grievance procedure or the Mediation results will settle the grievance unless it is appealed by the Union. Such appeal must be in writing to the American Arbitration Association within thirty (30) calendar days of the date of the receipt of the Step 2 answer or Mediation opinion/conclusion of the Mediation process (i.e. last day of the mediation session), with a copy to the Hospital's Director Employee Relations. The Union may request an extension, up to thirty (30) calendar days, in order to process a nurse's appeal of the Union's decision not to take her/his case to arbitration. Such an extension request will not be unreasonably denied.

## Section 12.2 – Selection of Arbitrator

The parties will use the American Arbitration Association to process requests for arbitration, provide arbitrators and other related services. Arbitrator selection and arbitration proceedings will be conducted in accordance with the American Arbitration Association Rules and Regulations.

If the parties have not appointed an arbitrator and have not provided any other method of appointment, the arbitrator shall be appointed in the following manner: immediately after the filing of the demand or submission, the AAA shall submit simultaneously to each party an identical list of names of persons chosen from the National Roster of Labor Arbitrators. The Parties are encouraged to agree to an arbitrator from the submitted list and to advise the AAA of their agreement. If the parties are unable to agree upon an arbitrator, each party shall have 10 days from the transmittal date in which to strike names objected to, number the remaining names to indicate the order of preference, and return the list to the AAA.

If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve.

## Section 12.3 – Release Time for Witnesses

Prior to a schedule being posted, if an employee wishes to have release time to serve as a witness in an arbitration hearing the employee must submit a request for such time off. Once the schedule is posted, if an employee seeks release time to appear as a witness in an arbitration hearing the employee must find her/his own replacement.

## Section 12.4 – Hearing Procedure

The arbitrator will conduct a fair hearing, at which s/he will receive evidence, both oral and documentary. Each party will have the right of examination and cross-examination of witnesses, to make a record, and file a post-hearing brief. The arbitrator will set the briefing scheduling within a reasonable time after the receipt of a transcript of the hearing, if one is ordered. No facts which were not brought out at the hearing will be included in a post-hearing brief.

## Section 12.5 – Arbitrator's Jurisdiction

When there is a grievance involving alleged violations of Sections 8 (a)(1) and/or (3) of the National Labor Relations Act, the arbitrator will not have the authority to decide the statutory issue(s) unless both parties explicitly bestow that authority upon the arbitrator. The parties will discuss the arbitrator's authority to determine the statutory issue(s) prior to a deferral to arbitration. The decision regarding the arbitrator's authority to determine the statutory issues(s) is at the option of each party and is not mandatory.

The arbitrator will have authority only to interpret and apply the provisions of this Agreement to the extent necessary to decide the submitted grievance, basing the decision on the express language of this Agreement and without amending, modifying, adding to, subtracting from, or changing this Agreement. The decision will cover only the particular issue necessary to resolve the grievance without recommendation or comment on other matters. If the alleged grievance does not involve the application or interpretation of the express language of this Agreement, the arbitrator will so rule in the award and the matter will not be further entertained. The provision of the two preceding sentences and/or failure of the employee or the Union to meet time limitations as provided in the Grievance Procedure and/or arbitration procedure are not waived by the Hospital's discussion of the grievance or alleged grievance in prior steps or provisions. Payroll errors will be corrected pursuant to Article 28, Section 28.2. No liability will accrue against the Hospital for a date prior to the date the grievance was presented in writing, or in disciplinary cases, to the date of the discipline (and taking into consideration interim compensation and efforts to mitigate damages). Except by written agreement between the Hospital and the Union, no more than one (1) grievance will be submitted to the same arbitrator at one (1) hearing provided that grievances which have the same factual background or which will (or may) require consistency of interpretation of a single provision of this Agreement may, upon mutual agreement, be presented to the same arbitrator at one (1) hearing, if they have reached the arbitration stage together.

#### Section 12.6 – Award and Expenses

The arbitrator's award, when rendered in accordance with this Agreement, will be final and binding on the Hospital, the Union, and all employees concerned. Any back pay awarded must be reduced by income the grievant(s) received from any source, including but not limited to unemployment compensation and Workers' Compensation, and the grievant(s) must prove that s/he has actively sought to mitigate damages, in order to receive any make whole remedy.

The expenses and fees of the arbitrator as well as the cost of a transcript for the arbitrator will be shared equally by the Hospital and the Union. The cost of the transcript, if any, of the hearing will be paid by the party ordering it; if both parties desire a copy, the total cost of the stenographer and transcripts will be shared equally. Any party refusing to pay an equal share of the stenographer/transcript cost will not be privy to a copy of said transcript. The cost of the room(s) used for the hearing and all miscellaneous costs directly related to the arbitration hearing will be shared equally by the parties. All other expenses will be paid by the party incurring them, including the cost of the party's witnesses.

### **Article 13** **Seniority**

#### Section 13.1 – Seniority

Bargaining unit seniority is defined as the length of continuous employment in a bargaining unit position (including graduate nurse "GN" service) since the most recent date of hire. If a nurse leaves a bargaining unit position for another position in the Hospital, bargaining unit seniority

will be lost upon completing a ninety (90) day “trial period” in the non-bargaining unit position. Hospital seniority is defined as the length of continuous employment in a hospital position since the most recent date of hire.

### Section 13.2 – Seniority Tiebreaker

In a case where two or more employees were/are hired on the same date, the employee with the greater hospital seniority will have the greater bargaining unit seniority. In a case where two or more employees have the same or no hospital seniority, a drawing will be held to determine which employee(s) will have greater bargaining unit seniority. This drawing will be held in the Human Resources Department in the presence of a union representative. The drawing will establish the “bargaining unit seniority position” of the individuals on a permanent basis for utilization in determining the awarding of job postings, bumping, and other seniority related matters.

### Section 13.3 – Seniority List

Upon request and not more often than once every calendar quarter, the Hospital will provide the Union with a seniority list. The provided seniority list shall alphabetically list, for all employees in the bargaining unit, the following: name, identification number, classification title, rate of pay, date of hire and bargaining unit seniority date. Every other month, the Hospital will notify the Union of the names of new bargaining unit employees and those who have terminated.

## **Article 14** **Registered Nurse Competencies**

### A. Competencies

It is the responsibility of each professional registered nurse to complete her/his competencies in a timely manner. If a nurse fails to complete her/his competencies within thirty (30) days of the due date, she/he will be removed from the work schedule until the competencies have been completed. If a nurse fails to complete her/his competencies within sixty (60) days of the due date, the nurse’s employment will be terminated.

### B. Required Certifications

It is the responsibility of each professional registered nurse to complete her/his certifications in a timely manner. If a nurse fails to complete her/his certifications and the certifications expire, she/he will be removed from the work schedule until the certifications have been renewed. If a nurse fails to renew certification(s) within thirty (30) days of the due date, the nurse’s employment will be terminated. A nurse must notify her/his Department Manager as soon as possible if there is a lapse in certification.

It is the responsibility of the Hospital to notify nurses of required competencies at least thirty (30) days prior to the due date, and arrange competency testing convenient to nurses working on all shifts, to the extent feasible. Employees will be paid at their regular hourly rate for completion of competencies/certifications.



If an employee's competencies/certifications completion date occurs while the employee is on a Leave of Absence, the employee will be given a reasonable extension to complete the competencies/certifications.

### **Article 15** **The Professional Nursing Committee**

The purpose of the Professional Nursing Committee is to identify opportunities to improve nursing practice and patient care. The committee will not discuss any issues within the scope of wages, hours, and working conditions as defined by the National Labor Relations Act and nothing discussed by the committee will be subject to the Grievance and Arbitration procedures.

The Union may name one (1) representative from each department up to six (6). The Union may determine the number of departmental MNA representatives to be present at each meeting based upon issues on the agenda. The Hospital may have up to six (6) representatives.

The Professional Nursing Committee will meet quarterly, upon advance written request by either party. The party requesting the meeting will prepare a meeting agenda and provide it to the other party at least ten (10) calendar days prior to the agreed meeting date. The Vice President, Patient Care Services (or designee) and an employee appointed by the Professional Nurse Committee will serve as co-chairs for the committee. The co-chairs will alternate serving as the chairperson of the Committee meetings. Each co-chair will develop the agenda for, and call, their respective meetings. Any member of the Committee may make suggestions for the agenda. The Management members and/or the Union may invite other persons appropriate for discussion of an agenda item(s) if such invitees are identified ten (10) days in advance and are agreeable to both parties. Employee representatives who attend such meeting(s) will be paid for time spent in the meeting(s).

### **Article 16** **Patient Safety Coach Team**

The Hospital and the employees will observe applicable health and safety laws, regulations and policies. The Hospital will endeavor to provide safe working conditions, equipment and facilities and the employees will perform all duties of their jobs in the safest manner possible, for the patient, the employee and other employees. The Union may designate one (1) nurse from each nursing unit to serve as representative(s) on the Hospital's Patient Safety Coach Team. Attendance at Hospital Patient Safety Coach Team meetings will be deemed as work time.

### **Article 17** **Job Descriptions**

When the Hospital intends to make changes to a job description for a position covered by this Agreement, the Hospital will notify and meet with the Union, upon request, to discuss the reasons for and impact of the changes prior to the implementation of the job description. The qualifications described in the job description will serve as a basis for determining if a registered

nurse is qualified for a position for which s/he has applied. The Hospital shall provide notice to the Union at least 14 days prior to implementation of the new job description.

## **Article 18**

### **The Work Day and Work Schedules**

#### **Section 18.1 – Workday and Workweek**

The workday is a twenty-four (24) consecutive hour period, beginning at 7:00 a.m. and ending at 6:59 a.m. the following day.

The workweek is a seven (7) consecutive day period, beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday.

If the Hospital intends to change the workday or the workweek, it will provide the Union prior notice of such change(s) and will discuss the reasons for, and impact of, the changes.

#### **Section 18.2 – Normal Shifts**

A normal straight time scheduled work shift will consist of four (4) to twelve (12) consecutive hours as assigned by the manager excluding any unpaid meal period. Changes to normal shifts will be discussed with those affected nurse(s) and implementation will be coordinated with the nurse(s) after a minimum fourteen (14) calendar day notice.

#### **Section 18.3 – Work Schedules**

- A. Work schedules will be developed for each nursing department using the following scheduling priority:
1. Full-time employees and part-time employees (including employees who have an obligation to work additional shifts) scheduled to their FTE or minimum hours of their posted position.
  2. Full-time and part-time employees who communicate their willingness to work additional shifts up to 48 hours, based upon qualifications to perform the work and bargaining unit seniority
  3. Per diem employees, based upon qualifications to perform the work and bargaining unit seniority. The Manager will endeavor to take availability into account.
  4. Part-time employees who have an obligation to work additional shifts on an involuntary basis (excluding overtime) based upon the least senior first.

5. Overtime: schedule additional hours for employees who have volunteered for overtime based upon bargaining unit seniority:
  - a. Full-time and part-time employees
  - b. Per diem employees
  - c. Temporary employees

The Employer will endeavor to schedule agency employees consistent with this scheduling priority.

Example: If there are still additional needs in the schedule after all employees have been scheduled the minimum number of hours of the position they hold, the manager will schedule employees with “regular hours” (as opposed to per diem employees) first. Therefore, if a nurse holds a 36 hour position, he/she can pick up 4 hours of an uncovered shift before a per diem is scheduled for the shift. The rest of the shift may be given to other part time employees who volunteer to work additional shifts. If no “regular hours” employees wish to work the shift, the manager may schedule a per diem employee to cover the remainder of the shift.

- B. Work schedules will be posted at least two (2) weeks in advance. Changes to the final posted schedule will be made by mutual agreement between the manager and affected employee(s), and agreement by the affected employee(s) will not be unreasonably withheld.

#### Section 18.3.1 – Work Opportunity on a Final Posted Schedule

Employees may voluntarily sign-up for additional shifts known as “work opportunity”. Work Opportunity signup sheets will be available in the nursing service office for the applicable schedule.

Work opportunity shall first be given to employees, including Per Diems, in the department where the need exists, by bargaining unit seniority. Next, employees from other departments who sign up will be selected for work opportunity based on bargaining unit seniority, if qualified to work in that department. “Qualified to work” is defined by 18.6.1 (Temporary Assignment Floating).

If unexpected needs arise on a final posted schedule with more than seventy-two (72) hours’ notice, the shifts will be awarded Short Notice Call by the manager of the department, based on seniority, forty-eight (48) hours after notification. If there are less than seventy-two (72) hours’ notice, the shift will be awarded to the first person who accepts the work opportunity.

#### Section 18.3.2 - Remedy for Errors

When it is determined that an error was made in call-in, call-off, work opportunity, or overtime opportunity procedures resulting in an employee missing an opportunity to work, the Hospital will make the employee(s) whole in the following manner:

The employee(s) will be scheduled to work for the total number of hours for which the employee(s) did not have the opportunity to work. The additional hours will be paid at the rate the employee(s) would have earned. The Hospital will make every effort to schedule such additional hours within (3) weeks of the determination that an error was made.

Such hours will be considered as “extra” hours to be added to an already established schedule and the hours will not be scheduled in lieu of utilizing another employee on the scheduled day.

Any hours worked, that were not “extra”, will be re-scheduled if requested by the employee and will be paid at the rate the employee(s) would have earned. The Hospital will make every effort to re-schedule such additional hours within (3) weeks of the determination that an error was made.

The following method of resolution will become effective January 1, 2010: If the same employee is involved in a subsequent occurrence(s) within a twenty-four (24) month rolling period (beginning on the date of the first occurrence), the employee will receive pay at the appropriate rate of pay for the hours the employee would have worked.

#### Section 18.4 – Weekend Scheduling

The Hospital will schedule nurses so they will have an annual average of two (2) weekends off in each four (4) calendar weeks, unless the nurse waives this privilege. For purposes of this section, “weekend” is defined as Saturday and Sunday for the day and evening shifts and Friday night and Saturday night for the night shift, unless otherwise defined in a nursing unit.

#### Section 18.5 - Self-Scheduling

Units may self-schedule; that is, the employees may determine the unit’s work schedules, provided that the self-scheduling does not prevent any employee from requesting and being granted PTO use according to this agreement under Article 34, Section 34.2 PTO Scheduling and Use, and does not violate any other provisions of this Agreement. Each unit may elect a person who will be responsible for creating the schedule.

The employee who has been designated with the responsibility may create the schedules during working hours. If such scheduling occurs, the Manager retains the right of final approval of the schedule. Approval by the Manager will not be unreasonably withheld. The employee and manager may collaborate with each other in creation of the schedule.

#### Section 18.6 – Unexpected Needs for Additional Staff

The process for unexpected staff needs is as follows”

1. Utilize a Float Pool RN that is scheduled or currently working and qualified in the department of need, if not needed in their scheduled department consistent with Section 18.6.1.

2. Utilize a qualified RN working in another department if not needed in their scheduled department.
3. The Administrative Supervisor will use the work opportunity list as described in 18.3.1 to fill the unexpected need.
4. The Administrative Supervisor will seek volunteers for work opportunity from the RNs in the affected department who are working at that time.
5. If no one accepts the work opportunity, the Administrative Supervisor will notify all RNs trained in the affected department, including the float pool.
6. The Charge RN and Administrative Supervisor will then collaborate to decide which (or both) of the following options will best suit the specific needs of the department:
  - A. Staff currently on duty will be subject to mandated overtime; the supervisor will assign mandated overtime on a rotating basis in reverse seniority order. (maximum of sixteen (16) hours).

And/or

- B. Send the best available nurse as a helper (as determined by the Administrative Supervisor), per Article 18.6.1. If a qualified RN becomes available to work the affected shift, he or she may replace the appointed helper for the remainder of the shift as appropriate considering current patient census and acuity.
7. If the prior steps are unsuccessful, the supervisor will notify all RNs.
8. If all steps are unsuccessful in addressing the staffing need(s) in the affected department, the Administrative Supervisor may resolve the staffing situation as she/he deems most appropriate with appropriate non-union staff qualified to fill the need.

An RN will not be mandated for shifts on consecutive days nor more than once a week. Staff who are working the affected shift as work opportunity (Section 18.3.1) or short notice call (Section 31.3) or are involuntarily or voluntarily scheduled will not be mandated for additional work time during that work week.

In the event that needs occur requiring mandating a nurse prior to the nurses already scheduled additional shift (involuntary or voluntary) and no other nurse is eligible to be mandated, the nurse may request that the originally scheduled additional shift be removed. If all nurses have

worked an extra shift (voluntary or involuntary) during that work week, then no nurse on that shift will be mandated. Staff will be paid time and one half for all hours mandated.

The parties recognize that circumstances may necessitate employees working beyond the scheduled end of their shifts and the Hospital will take into consideration extenuating circumstances that a nurse believes prohibits her/him from working beyond her/his scheduled shift.

#### Section 18.6.1 – Temporary Assignment Floating

As determined by the Hospital, bargaining unit employees may be temporarily assigned (floated) for an entire shift or a portion of the shift. Nurses will be temporarily assigned (floated) to nursing units where they are needed and in a manner consistent with the nurses' ability and patient care needs. Bargaining unit seniority will determine which nurse is floated. If more than one nurse is qualified, then the least senior nurse will be floated. However, if more than one nurse is available and only one is qualified, the qualified nurse will be floated regardless of seniority.

“Qualified” means either:

1) The nurse has held a position within ~~been orientated in~~ the department of need in the past 12 months.

or

2) Has received an individualized voluntary orientation within the past 12 months in the department of need.

A less senior nurse will not be sent as a helper if a more senior nurse is qualified.

If the floated nurse is qualified to work in the department of need, the nurse will take an assignment.

If there are no qualified nurses a nursing task list will be developed in collaboration with the charge nurse and the float (helper) nurse to complete during the float period in all units. If an RN becomes available to work the affected shift, they may replace the helper for the remainder of the shift if appropriate according to current patient census and acuity.

Units will be assessed individually in regard to staffing needs, including when management utilizes any step of Section 22.3, prior to the consideration of floating a nurse.

#### Section 18.7 – Reporting Absences

An employee must call in to report her/his absence at least two (2) hours before her/his scheduled shift start time. Failure to do so will be recorded as an unscheduled absence.

Unscheduled absences are reviewed at least quarterly and may subject an employee to discipline for absenteeism.

#### Section 18.8 – Break Periods

Employees who are scheduled to work a straight time shift of eight (8) hours or more will receive one fifteen (15) minute paid break for each four (4) consecutive hour period worked. These breaks will be taken at the convenience of the unit, in conjunction with services that are being delivered; however, the Hospital will make every effort to make sure that each employee has the opportunity to take these rest periods. These breaks are paid and, therefore, an employee will not receive additional compensation if s/he is unable to take a break. This break time cannot be used to offset coming to work late or leaving work early. One (1) paid break may be combined or scheduled in conjunction with the thirty (30) minute unpaid meal period with the Manager's approval. An employee may not be away from the Hospital campus during any paid break time.

#### Section 18.9 – Meal Periods

Employees who are scheduled to work a shift of eight (8) hours or more will receive a thirty (30) minute unpaid meal period. If an employee is required to work through or is unable to take a meal period, the employee must promptly notify her/his supervisor, who may assign the employee another meal period. If an employee is unable to take a thirty (30) minute meal period at any time during the shift, the missed meal period will be treated as time worked.

If an employee works a shift of twelve (12) hours or more, the employee will qualify for an additional paid meal period of twenty (20) minutes during the shift. The employee will also receive an additional twenty (20) minute paid break, if the work situation allows.

In OB, when there are two RNs on duty, if the RN is not relieved of their duties for the full meal period, the RN will be paid through the meal period.

The charge nurse will arrange for breaks for meal periods for RNs and if there are obstacles, the charge nurse will contact management to address the issue.

### **Article 19 Probationary Period**

The probationary period for a new bargaining unit registered nurse will be ninety (90) calendar days. There will be no seniority of any kind among probationary employees, and such an employee may be denied the awarding of a posted position, pulled, laid off, discharged, or otherwise terminated at the sole discretion of the Hospital without recourse to the grievance procedure. Probationary employees will have only those benefits specifically referenced in the Agreement as applicable to probationary employees.

The Hospital may extend the probationary period for up to an additional thirty (30) calendar days in order to more fully assess the new bargaining unit nurse's skills and abilities. This assessment

will include a review meeting where the manager and the registered nurse will develop a written plan for improvement that includes expectations, available resources, and a date for a reassessment meeting.

Upon successful completion of the probationary period, the nurse's seniority will date back to the beginning of the probationary period.

## **Article 20 Job Posting and Bidding**

### **Section 20.1 - Postings**

If the Hospital elects to fill a vacancy, a notice of vacancy will be posted for five (5) calendar days, and will include a closing date by which all applications must be submitted. Posted positions not filled within ninety (90) calendar days from the time the posting is removed will no longer be considered vacancies. If the Hospital elects to fill these positions at a later time, the position will be reposted.

### **Section 20.2 – Eligibility**

A nurse is eligible to apply for a posted vacancy if s/he has been actively employed in her/his current position for one (1) year. The Hospital may, but has no obligation to, consider an application from a nurse who has not met this one (1) year requirement. A nurse who is in a disciplinary probation status or has had a disciplinary suspension (not pending any Grievance Procedure/Arbitration outcome) within the preceding six (6) months may apply for posted positions. However, the Hospital may, but has no obligation to, consider the application.

The one (1) year requirement does not apply to a nurse who is seeking to change shifts or FTE's in her/his department. However, a nurse is limited to no more than two (2) such shift or FTE changes in a twelve (12) month period and must have successfully completed the orientation within the department to be eligible. If the shift or FTE change occurs as the result of a layoff/displacement, the limit of two changes per twelve (12) month period does not apply.

### **Section 20.3 – Selection Criteria**

A nurse's qualifications for a posted position will be based on the criteria set forth in the job description. The minimum experience requirements set forth in the job description may be waived by the Hospital when it determines that the nursing staff in the unit in which the vacancy exists have the requisite skill, ability, and experience to permit such waiver without adversely affecting patient care or the operations of that nursing unit. (See Training Positions – Letter of Understanding). Such waiver will be identified when the position is posted. The MNA may challenge a decision not to waive the minimum experience requirements by appeal to the Vice President, Patient Care Services. The Hospital will provide the Staff Council Chairperson and the Grievance Chairperson a copy via e-mail of all MNA bargaining unit job postings once they have been posted.



If two or more nurses who apply for the position meet the selection criteria, the position will be awarded to the nurse with the greatest bargaining unit seniority. Registered nurses from outside the Hospital may be considered if no applications are submitted by nurses who meet the posted criteria during the posting period. Nurses offered a position will notify their leader or recruiter of their decision to accept or decline the awarding within forty-eight (48) hours, not including weekends or legal holidays.

#### Section 20.4 – Transfer Into New Position

When a position has been awarded, the employee who is awarded the position will be informed whether the position the employee is leaving will be available to return to under the applicable return provisions of Section 20.5, or if it will be discontinued. If the employee is informed that the position will be discontinued, the employee may withdraw the bid and remain in the original position. If the employee is informed that the position will be discontinued and the employee accepts the awarded position, the employee may not return to the position the employee vacated; however, the employee may exercise displacement rights which are described in Section 22.1, Layoff, or bid on a posted position.

An employee who is awarded a position will be transferred into the new position within twelve (12) weeks after being informed of the award.

#### Section 20.5 – Trial Period

If a nurse is awarded a position under Section 20.3 which only changes the nurse's position hours within the same unit, there is no trial period.

If a nurse is awarded a position under Section 20.3 which changes the nurse's shift within her/his unit, the nurse has a fourteen (14) calendar day trial period beginning on the first day worked on the new shift. During this trial period, the nurse may return to her/his former position, shift and pay rate.

If a nurse is awarded a position under Section 20.3 in a different unit, there will be a forty-five (45) calendar day trial period beginning on the first day worked in the new position. During this trial period, the nurse may voluntarily return to her/his former position, shift and pay rate during the first twenty-one (21) days of the trial period. During the remainder of the trial period, the nurse may return to her/his former position only if it is vacant.

If during the forty-five (45) calendar day trial period the Hospital determines that the nurse is not successfully meeting the responsibilities of the position, the nurse will be returned to her/his former position, shift and pay rate.

If the Hospital believes the nurse is not likely to be successful in the new position, the Hospital, upon making this decision, will meet with the nurse to discuss its concerns. The parties recognize that it is advantageous for the meeting to occur as early as feasible during the trial period.

If a nurse returns to her/his former position during a trial period, as set forth above, the one (1) year bidding limitation set forth in Section 20.2 will not start over.

If a vacancy is created by an employee returning to her/his former position under this Section, the Employer will offer the vacated position to a qualified employee who applied for the original posting, based on seniority. If there are no qualified employees, the position may be reposted or filled by an external applicant, at the Manager's discretion.

## **Article 21 Employee Status**

### **Section 21.1 - Per Diem Employees**

Employees who accept per diem employment will be available to replace employees during illness, holidays, weekends, leaves, vacations or increased workload.

Per Diem employees in the bargaining unit will be paid at 20% above their base rate for each hour worked.

Each Per Diem nurse will be pre-scheduled for no more than two (2) holidays per year. In addition, Per Diem employees will also be available to work one (1) additional holiday within each pay period year, consistent with their Department's holiday scheduling practice.

Per Diem employees may be scheduled to work no more than 6 full scheduled shifts during each 6 week schedule, which includes one weekend, as determined by the Department Manager. However, Per Diems may volunteer to work additional shifts in addition to their normally scheduled shifts.

In addition to the six (6) scheduled shifts, Per Diems will be scheduled to work a maximum of two full-time equivalent weeks during May through September per calendar year to provide coverage for employees using PTO. The Department Manager will endeavor to accommodate the Per Diems' preference during this time frame. Likewise, Per Diems will work together with other MNA members to self-schedule in a manner that is convenient for themselves.

Per Diem employees will be scheduled to work to replace employees who are using benefit time or when urgent staffing needs exist. Per Diem employees will work with the unit scheduler/Manager to meet these scheduling expectations.

Per Diem employees may decline to work for up to 2 schedules in a pay period year with approval of the Department Manager. Such approval will not be unreasonably withheld.

### **Eligible for:**

Section 29 .1 Shift Differential  
Section 29.2 Weekend Differential  
Article 30 Overtime

- Section 31.1 On Call (if designated as "on call")
  - Section 31.2 On Call Respite Time (if designated as "on call")
  - Section 31.4 Stand-by
  - Section 31.5 Charge
  - Section 31.6 Reporting Pay
  - Section 31.7 Mandatory Meetings
  - Section 31.8 Corporate University CEU's – Mandatory Courses
  - Article 33 Holiday Pay (eligible for pay only at 1 ½ times applicable pay if working on the Holiday)
  - Article 34 Bereavement
  - Article 35 Jury Duty - Per Diems will be paid for missing one (1) shift per week for which they were already on the schedule - for a maximum of 4 weeks. (Max of 4 shifts)
- BSN/MSN Differential  
Specialty Certification

Retirement/401(k) plan -- consistent with Employee Benefits Letter of Understanding  
Per Diem employees who work on average 30 hours per week for a 12 month measurement period may be eligible for medical insurance in accordance with the Affordable Care Act.

**Not Eligible:**

- Section 31.3 Short Notice Call-In
- Article 34 PTO
- Article 35 Sick Pay (Except where eligible under the Michigan Sick Protection Benefits Policy)

Section 21.2 - Temporary Employees

Temporary employees are defined as employees hired by the Hospital for a predetermined period of time. Temporary employees are registered nurses who work for no more than one hundred eighty (180) calendar days within a calendar year and are not used to reduce the hours or change the shifts of full-time or part-time employees. The Employer will inform the Union of the name of the temporary employee, the area where assigned, and the date of hire at the time of employment. In the event a temporary employee exceeds one hundred eighty (180) calendar days within a calendar year, the employee will be considered a bargaining unit employee. The employee will qualify for all benefits as they apply, including seniority as defined in this Agreement; retro-active to the first day of employment. This section does not apply to registered nurses working at the Hospital through an outside agency or entity.

Section 21 .3 - Employees with an Obligation to Work Additional Shifts

Employees holding positions that have an obligation to work additional shifts, as noted on the posting, will not be scheduled to work more than one (1) shift per week on an involuntary basis.

These positions will be evaluated annually at the end of the pay period year. If the annual evaluation shows a need for additional hours for the department, the Hospital will consider increasing the FTE's in the department.

#### Section 21.4 – Float Pool

The hospital may create a 'Float Pool' of RNs to address staffing issues and create flexibility in scheduling.

Department managers will present needs at the same time for scheduling purposes.

A float pool RN will be scheduled 50% of their required hours in the unit that has the highest staffing need as determined by the department managers and in accordance with Section 18.3.

The other 50% of the float pool RNs hours will be determined based on where the RN chooses to pick up open shifts and is qualified under Article 18.6.1. If there are no open shifts in other departments, then 100% of shifts will be picked up in the area of greatest need.

As they are the first RN to float, a float pool RN will not be charge on a routine basis. However, they may be charge RN if needs arise, they are trained, and have manager approval.

A float pool RN will be required to maintain certifications, orientations, trainings, education, and meetings per the RN job description and areas trained.

A float pool RN will receive 25% premium pay (1.25x base wage) as well as any differentials, incentives, or other forms of compensation the RN would qualify for under this contract.

### **Article 22 Layoff and Temporary Workforce Reductions**

#### Section 22.1 - Layoff

- (a) The word "layoff" means a reduction in workforce.
- (b) The Hospital will determine in which department(s) a layoff will occur, on what shift(s), and the specific position(s) affected by the layoff. When the Hospital determines that a layoff will occur, it will give the affected employee(s) and the Union fourteen (14) calendar days' notice or provide the employee(s) pay in lieu of notice, at the Hospital's discretion.
- (c) The employee(s) to be laid off will be determined based on bargaining unit seniority, starting with the least senior employee(s) in an identified position(s) and continuing up the seniority list (on each affected department/shift). In case of ties, the employee with the longest continuous service time with the Hospital will be considered the most senior.

- (d) Nurses notified of layoff or displaced as a result of layoff must select any of the three (3) options below within five (5) calendar days of being notified of the layoff or displacement. Once an employee makes a selection (either 3(a), 3(b), 3(c), 3(d)) the employee has no further displacement rights. The Job Posting and Bidding process is available to Registered Nurses as outlined in Article 20.

In all displacements, noted in 3(a), (b), (c), (d) below, the nurse seeking to displace must possess the minimum qualifications and experience requirements set forth in the job description and have more bargaining unit seniority than the nurse being displaced.

1. Accept a layoff
2. Apply for a vacant, open position for which the nurse is qualified. The application does not constitute making a selection which prohibits further displacement rights if the position is not awarded to the laid off/displaced employee. If the Hospital decides to waive the minimum experience requirements for the open position, it must be reposted prior to the laid off/displaced employee making a selection.
3.
  - (a) Displace the nurse with the least bargaining unit seniority in the same benefit status on any shift within the same department
  - (b) Displace the nurse with the least bargaining unit seniority in the same benefit status on any shift in another department.
  - (c) Displace the nurse with the least bargaining unit seniority in a lesser benefit status on any shift within the same department.
  - (d) Displace the nurse with the least bargaining unit seniority in a lesser benefit status on any shift in another department.

Employees are not required to exercise their displacement rights in the order identified above. Employees are allowed only one (1) displacement request.

The Hospital will notify employees who will be bumped in a timely manner. If the situation changes and the employee will not be bumped, the Hospital will promptly notify the employee in writing.

Nurses choosing options 3(a), 3(b), 3(c), or 3(d) above may have minimum experience requirements waived.

- (e) After it has been determined by the Hospital that the nurse wishing to displace a less senior nurse possesses the “required qualifications and experience,” the nurses will be afforded the following:
- 36 hours of orientation to the new Department to include appropriate computer training.
  - 36 hours of working in tandem with another nurse from the Department during which time the nurse’s ability to perform in the position will be assessed.

If at any time during this initial 72-hour transition period the Hospital determines that the nurse cannot properly perform the duties of the position, the Hospital may remove the nurse from the

position. The nurse may then bid on vacant posted positions or choose to again exercise displacement options described above.

Laid off employees must notify the Human Resources Department prior to the effective date of layoff of specific job openings for which they desire to be considered while on layoff.

#### Section 22.2 - Recall Procedure

- (a) When a position impacted by a layoff or subsequent displacement is to be filled, it will first be offered to the nurse who held that position at the time of the initial layoff or initial displacement. The nurse's right to return to such position extends for twelve (12) months after the layoff or displacement. If the nurse does not notify the Hospital of her/his intent to return to her/his former position within three (3) calendar days of receipt of the offer, the nurse will lose her/his recall right to that position. If the nurse is on layoff, s/he must return within fourteen (14) calendar days or s/he will be considered a voluntary quit. If the nurse does not return to her/his former position within twelve (12) months after layoff or displacement, the nurse will be considered to have resigned with notice.
- (b) Except as provided in (a) above, when a position is posted after a layoff, nurses on layoff will be considered for the posted position, consistent with Article 20, Job Posting and Bidding, if they have informed Human Resources in writing prior to the effective date of layoff of their desire to be considered for specific job openings which occur while they are on layoff. If the nurse does not notify the Hospital of her/his acceptance of the position within three (3) calendar days of notification, the nurse will lose her/his recall right to that position. If a laid off nurse refuses or fails to report for such a position within fourteen (14) calendar days of receipt of the recall notice sent by registered mail, s/he will be considered a voluntary quit. Any nurse on layoff status for one (1) year will be considered to have resigned with notice.
- (c) No seniority or benefit time will accrue while an employee is on layoff.

#### Section 22.3 - Temporary Workforce Reduction

If the Hospital determines it is necessary to temporarily reduce the number of employees working in a department, it will use the following sequential process:

1. Call-off any employees working overtime and employees who are scheduled to work a shift that would result in overtime, including short notice call, called in from stand-by, or any other premium pay where the nurse is making time and one half or double time, if worked, starting with the least senior in the affected department and on the affected shift.
2. Seek volunteers among regularly scheduled employees in the following order:
  - a. Involuntarily scheduled shifts,
  - b. Volunteers who will use PTO,
  - c. Volunteers requesting no pay.

The Hospital will seek volunteers by posting a sign-up sheet titled "Voluntary Time Off" in the Nursing Administration office. Employees who wish to volunteer need to sign-up on the "Voluntary Time Off" sheet. If volunteers are needed, the most senior person on the sign-up sheet for the affected department and on the affected shift will be granted the call off.

3. Call off per-diem employees either scheduled or working, starting with the least senior on the affected department and on the affected shift. Per diems may be required to take standby at the discretion of the Administrative Supervisor and will be eligible for the 1.5x call back pay as defined by Section 31.4.
4. Call-off employees who volunteered to work extra scheduled shifts either scheduled or working, starting with the least senior in the affected department and on the affected shift. This refers to employees who voluntarily signed up for the shift. RN's under step 4 may be required to take standby at the discretion of the Administrative Supervisor and will be eligible for the 1.5x call back pay as defined by Section 31.4.
5. If the call off requirements of 1-4 above have been unsuccessful, the Hospital may mandatorily call off an employee. Mandatory call off will occur in a round-robin fashion beginning with the least senior employee in the affected department on the affected shift. If the least senior employee to be called off on a particular shift was previously called off during that six (6) week schedule, the next least senior employee working that particular shift who had not been called off during that six (6) week schedule may be called off. If all employees in the affected department on the affected shift have been called off once during that six (6) week schedule, the rotation will begin again with the least senior employee. Employees may be called under this provision up to the total number of hours of their regular shift per six (6) week schedule. If all employees in the affected department on the affected shift have been called off up to the total number of hours of their regular shift per six (6) week schedule, no employee will be called off on that shift in that department.

Employees called off pursuant to this Article may choose to utilize PTO, but are not required to do so. Called-off employees will accrue benefits (and pay as set forth above) for the called-off hours as if they had been worked.

#### Section 22.3.1– Call Off Sign Up Sheets

In order for employees to be eligible for call off pursuant to Section 22.3 they must be signed up on the appropriate Sign Up Sheets at the time the call off decision is made. Requests will be awarded based upon bargaining unit seniority. The employee is obligated to accept call off if their request is not rescinded prior to the 2-hour window preceding the start of the shift.

## **Article 23 Resignation**

A registered nurse must provide the Hospital at least twenty-one (21) calendar days' notice prior to resignation. Failure to provide at least twenty-one (21) calendar days' notice and/or abuse of benefit time during the notice period will result in a forfeiture of all accrued benefit time. Use of prescheduled benefit time is not considered abuse. A registered nurse leaving due to retirement is requested to provide six (6) weeks' notice to allow for posting and training.

## **Article 24 Personnel Files**

Employees may review their personnel files up to two (2) times per calendar year, during normal business hours in the Human Resources Department. If an employee wishes to have copies made of documents in her/his personnel file, the employee will receive up to six (6) pages without charge. Subsequent pages will result in a twenty-five cent (.25) per page copying fee. An employee may place a statement in her/his personnel file if s/he disagrees with information contained in the file. The Union will have access to the personnel file of an employee who has filed a grievance in order to process the grievance, with the employee's written authorization.

## **Article 25 Employee Identification**

New employees will receive an identification badge at no cost. The Hospital may charge a replacement fee for subsequent identification badges resulting from loss or non-work related damage.

Approved identification badges will be worn by all employees while on duty. Identification badges will be worn in a visible location with the name/picture facing out. Only Hospital-approved items can be attached to the identification badge.

## **Article 26 Infection Prevention**

### Section 26.1 – Vaccinations

Vaccinations may be made available to employees at no cost to the employee.

### Section 26.2 - Pertussis

The Hospital's Infection Prevention policy on the Pertussis Vaccination will apply to registered nurses on the same basis and to the same extent as all other Hospital employees.

### Section 26.3 – Influenza

The purpose of this Article is



- (1) To protect health by preventing persons from transmitting influenza to patients, visitors and other personnel,
- (2) To protect personnel and their families from influenza and
- (3) To assure the availability of personnel to provide quality health services.

As part of a comprehensive infection reduction strategy, all MNA bargaining unit Registered Nurses shall receive the influenza vaccine annually at no cost provided it is received through the approved Hospital process or sign a declination form. The parties recognize that health care workers should be educated regarding influenza, be made aware of the risks and benefits of vaccination and the prevention and control of disease.

Definitions:

- (1) Persons means all MNA bargaining unit employees within OSF St. Francis Hospital
- (2) Start date means the date upon which required mask use begins. This date is determined by OSF St. Francis Hospital Occupational Health/Infection Control (Infection Control) and is based on recommendations made by the local Michigan Department of Community Health office (MDCH), and vaccine availability.
- (3) End date means the date upon which mask use is no longer required. This date is determined by Infection Control and is based on recommendations made by MDCH.
- (4) Annual date means the date established each year by Infection Control that will define when vaccinations should ideally be administered, in order to protect patients and staff against influenza infection and its transmission.

Process:

1. OSF will provide or arrange for influenza vaccinations at no cost to bargaining unit members who choose to be vaccinated. Person(s) may choose to receive influenza vaccines at their own expense from a source other than that arranged for by the Hospital, in which case they shall provide documentation of vaccination to Infection Control by the defined annual date.
2. Influenza vaccination(s) of Persons shall be documented by Infection Control. Documentation of vaccination administered by OSF shall include the date, site of administration, type of vaccine, dose, manufacturer and lot number of the vaccine, reactions if any, confirmation that the vaccine information statement was provided and the name of the person administering the vaccine. Persons who choose to receive the influenza vaccine from a source other than that arranged for by the Hospital shall provide documentation of the date, type of vaccine, dose and name of the person administering the vaccine to Infection Control.
3. Each year on the defined annual date, Infection Control shall inform the OSF St. Francis Hospital Vice President of Patient Care Services of the names of Persons who choose to not be vaccinated. The Vice President of Patient Care Services shall communicate the information to the respective managers for appropriate follow up and will also inform the local MNA president.

4. Vaccinated and Non-vaccinated Persons shall comply with the respiratory hygiene recommendations established by Infection Control to reduce the risk of transmitting influenza to patients, visitors and other Persons. These conditions include hand washing, cough and sneeze etiquette. Non-vaccinated Person's may be required to wear a mask when on duty in patient care areas within six (6) feet of patients, family members, visitors, or symptomatic Hospital coworkers between the start and end date.
5. The Hospital will notify all Persons via email of the Start Date (see #2 under Definitions) and their responsibilities under this Article When the End Date is determined, the Hospital will provide notice to all Persons, including the MNA President, of the End Date (See #3 under Definition).
6. Persons who do not comply with this Article are subject to Article 10, Discipline, of the Collective Bargaining Agreement.

### **Article 27 Bulletin Board**

The Hospital will provide a bulletin board space for posting Union information and notices. All Union information and notices will be subject to Director Employee Relations or designee(s) approval, which will not be unreasonably withheld. No Union material will be posted in any other location on the Hospital campus.

### **Article 28 Pay Practices**

#### Section 28.1 - Pay Day

All employees will be paid on a bi-weekly basis. The end of each payroll period occurs on Saturday midnight of the second week in a payroll period. Distribution of checks will occur after the close of each payroll period on a date and in a manner as determined by the Hospital. The local MNA Chairperson will be given reasonable notice prior to changes in the distribution of paychecks.

#### Section 28.2 - Payroll Errors

All payroll errors attributable to the Hospital will be corrected on the next regularly scheduled paycheck and will be paid in accordance with IRS regulations which do not allow OSF to assess additional tax penalties.

### **Article 29 Differentials**

#### Section 29.1 – Shift Differential

Employees who work on the second shift (between 3:00 p.m. and 11:00 p.m.) will receive a shift differential of two dollars and fifty cents (\$2.50) per hour for all hours worked, provided a majority of the employee's worked hours occur on the second shift.

Employees who work on the third shift (between 11 :00 p.m. and 7:00 a.m.) will receive a shift differential of four dollars (\$4.00) per hour for all hours worked, provided a majority of the employee's worked hours occur on the third shift.

#### Section 29 .2 - Weekend differential

Employees who work between 11 :00 p.m. on Friday and 11 :00 p.m. on Sunday will receive a differential of three dollars (\$3.00) per hour for all hours worked, provided a majority of the employee's worked hours occur during these weekend hours.

#### Section 29.3 – BSN / MSN Differential

Employees who have earned a BSN and/or MSN will receive one dollar (\$1.00) per hour for all hours worked.

#### Section 29.4 – Certification Differentials

Employees who have earned a specialty certification (as approved by unit manager) will receive one dollar (\$1.00) per hour for all hours worked. Approval will not be unreasonably withheld.

### **Article 30 Overtime**

Employees will be paid at the rate of time and one half the hourly base rate for all hours worked in excess of forty (40) in a work week. Any hours paid at a premium rate (time and one half the regular rate or greater) will not be included in the “worked in excess of forty (40) in a work week” calculation.

Overtime will also be paid on a daily basis for all hours worked in excess of the employee’s scheduled shift (8, 10 or 12 hours). Employees who work in excess of their scheduled shift of less than eight (8) hours will be paid overtime on a daily basis for all hours worked in excess of eight (8) hours. An employee will not be paid daily and weekly overtime for the same hours and there will be no pyramiding of premium pay, overtime pay, or any other pay except as required under the Fair Labor Standards Act.

PTO and Sick Time are not considered “hours worked” in the calculation of overtime.

### **Article 31 On Call, Call Pay, Stand-by, Charge Pay, Mandatory Meetings, and Mandatory Education Courses**

#### Section 31.1 - On Call

An employee working in a Department not open 24/7, who is placed on-call must be able to return to the Hospital within 30 minutes of being paged and/or called in to work and must be fit

for duty during all on call hours. An employee will be paid three dollars (\$3.00) per hour for all scheduled on-call hours.

When an employee is called in to work, s/he will be paid at time and one-half (1 ½) her/his regular rate of pay for all hours worked, from the arrival time at work with a minimum of two (2) hours.

#### Section 31.2 - On Call Respite Time

Employees who are placed on-call and who are called in may take respite time if they have inadequate time to rest during the call period. If employees on the call team who were called into work during the previous night do not choose respite time, they will be allowed the opportunity to leave work early. If respite time or leaving work early causes an employee to miss hours on a scheduled shift, the nurse may use PTO for the missed hours or may take the hours unpaid.

#### Section 31.3 - Short Notice Call In

Short notice is when an employee is asked to work a shift that the employee was not scheduled to work after a final posted schedule. An employee who is called on short notice and reports to work will be paid at time and one-half (1 ½) her/his regular rate for the non-scheduled hours worked, with a minimum of two (2) hours. Per diem status employees are not eligible for time and one-half pay when called in on short notice.

#### Section 31.4 - Stand-by

All RNs are required to take stand-by as determined by the Nursing Supervisor. Employees are on stand-by status when they have been called off of a scheduled work shift and they have an obligation to report back to work if called to do so during the cancelled shift. If the Hospital determines that utilization of stand-by is necessary, the employee(s) placed on stand-by will receive three dollars (\$3.00) per hour while on standby.

Employees called in to work from stand-by will be paid time and one-half at their regular rate, with a minimum of two (2) hours, for the hours worked on the originally scheduled shift. After an employee is called in to work from stand-by, and that employee is sent home, the employee may not be called back to work a second time unless the employee volunteers. Employees will report to the Hospital within a reasonable time as determined by the Administrative Supervisor. If a stand-by employee fails to return to work when called, the employee may be subject to disciplinary action and loss of stand-by pay for the remainder of the shift.

#### Section 31.5 Charge

A Charge Nurse is defined as a nurse who provides professional leadership through supervising the patient care team and the maintenance of clinical standards and quality of patient care within the unit during the shift. A nurse who does not supervise any other person during a shift is not a charge nurse and will not receive charge pay, unless performing the duties of a charge nurse.

An employee will be paid three dollars and twenty-five cents (\$3.25) per hour for all hours worked as a charge nurse, in addition to the employee's regular rate of pay. Charge assignments will be determined by the Manager, with input from the employees in the Department.

OB/Nursery will have a second charge nurse assigned when patient census and/or acuity warrant a second charge nurse assignment. In such circumstances, the Charge Nurse will make the recommendation for a second charge nurse to the Nursing Supervisor, who will make arrangements for a second charge nurse, if warranted.

#### Section 31.6 - Reporting Pay

An employee will receive one (1) hour minimum pay at the employee's hourly base rate for reporting to work when scheduled.

#### Section 31.7 - Mandatory Meetings

Time spent in mandatory meetings will be considered time worked.

#### Section 31.8 - Corporate University CEU' s - Mandatory Courses

Whenever possible, Corporate University training must be completed on OSF HealthCare premises during scheduled work hours. If that is not possible, employees must receive authorization from the Department Manager in advance to complete the training outside of scheduled work hours. Employees will be compensated for completing required Corporate University modules outside of scheduled work hours based on the allocated completion time for the specific course.

### **Article 32 Wages**

#### Section 32.1 -Wage System and Step Progression Increases

Employees will move to the applicable step on the first day of the first pay period in December of each year.

Employees who are below the maximum of the applicable step will move one step on the progression system and receive a wage increase to the rate at that step. Employees who are at or above the maximum of their applicable step will receive a lump sum bonus. The lump sum bonus will be determined by multiplying the progression increase (from the preceding step to the employee's current step) times the employee's total pay for hours in the preceding twelve (12) month period. Such bonus will be paid on a regularly scheduled paycheck.

Employees who have not completed their 90 day probationary period by December 1 in any year will not be eligible for a step increase until the following December 1. Such employees will move to the step corresponding to their current step on the first day of the first pay period in

December.

### Section 32.2 - Starting Pay Rates

The starting pay rate for an employee who is hired or transfers into a bargaining unit position will be based on the employee's experience as a registered nurse. An employee will be placed on the pay schedule at the appropriate step for her/his experience

	Dec 2023	Dec 2024	Dec 2025
Base	\$32.95	\$33.94	\$34.96
1	\$33.44	\$34.45	\$35.48
2	\$33.95	\$34.96	\$36.01
3	\$34.46	\$35.49	\$36.55
4	\$34.97	\$36.02	\$37.10
5	\$35.50	\$36.56	\$37.66
6	\$36.03	\$37.11	\$38.22
7	\$36.57	\$37.67	\$38.80
8	\$37.12	\$38.23	\$39.38
9	\$37.67	\$38.80	\$39.97
10	\$38.24	\$39.39	\$40.57
11	\$38.81	\$39.98	\$41.18
12	\$39.40	\$40.58	\$41.79
13	\$39.99	\$41.19	\$42.42
14	\$40.59	\$41.80	\$43.06
15	\$41.20	\$42.43	\$43.70
16	\$41.81	\$43.07	\$44.36
17	\$42.44	\$43.71	\$45.02
18	\$43.08	\$44.37	\$45.70
19	\$43.72	\$45.03	\$46.39
20	\$44.38	\$45.71	\$47.08
21	\$45.04	\$46.40	\$47.79
22	\$45.72	\$47.09	\$48.50
23	\$46.41	\$47.80	\$49.23
24	\$47.10	\$48.52	\$49.97
25	\$47.81	\$49.24	\$50.72

### Section 32.3 - General Increases

Starting wage moved to \$32.95 per hour. Each step increase is 1.5%.

Employees will receive a general wage increase corresponding with their current step on the wage scale according to the wage chart listed above, effective the first day of the second pay period after ratification. Step movement will occur on the first day of the first pay period beginning on or after December 1, 2023.

Employees will receive a general wage increase of 3.0% effective December 1<sup>st</sup>, 2024 (the first day of the first pay period beginning on or after December 1, 2024).

Employees will receive a general wage increase of 3.0% effective December 1<sup>st</sup>, 2025 (the first day of the first pay period beginning on or after December 1, 2025).

#### Section 32.4 Sign on Bonuses

The parties recognize that during the term of this Agreement it may be appropriate for the Hospital to offer certain incentives to attract and retain qualified registered nurses, to the benefit of patients, nurses, other Hospital employees and the community the Hospital serves. If the Hospital determines it is advantageous to offer Sign On Bonuses it will notify bargaining unit leadership.

The Hospital will determine the eligibility criteria for all Sign On Bonuses. The eligibility criteria may be changed from time to time as the Hospital determines, as well as the bonus amount(s) and the timing of the bonus payment(s).

The hospital will also set the following criteria, including but not limited to:

- The minimum FTE for bonus eligibility
- The minimum tenure to receive a bonus
- Eligibility criteria for current per diems and individuals who have been previously employed by the Hospital, including traveler nurses
- If a bonus is paid on an installment basis, the Hospital will set the requirements and eligibility provisions for payment of each installment
- The Hospital will determine when the Sign On Bonus offering will be discontinued and will discuss the discontinuation with bargaining unit leadership if requested.
- The Hospital will determine whether more than one Sign On Bonus period will be offered

### **Article 33 Holidays**

OSF St. Francis Hospital recognizes six (6) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Except for Christmas Eve as described below, the holiday period is defined as 7:00 p.m. the night before a holiday and ending at 7:00 p.m. the day of the holiday. Employees required to work on a recognized holiday will be paid 1 ½ times their base rate during the holiday period.

Employees who work any shift starting after 11:00 a.m. on December 24th and ending by 7:00 p.m. on December 25 will receive time and one-half their regular rate for hours worked.

Employees who are called in on short notice call or mandated over on a listed holiday will receive double their regular rate of pay.

**Article 34  
Paid Time Off (PTO)**

**Section 34.1 - Eligibility:**

All regular employees holding positions of sixteen (16) or more hours per week during the pay period year are eligible to accrue PTO.

PTO is earned according to the total number of hours paid each pay period in accordance with the following schedule.

Months/Service	PTO Accrued/Yr	PTO PTO Accrued/Pav	PTO Accrued/Hr	Maximum Bank
0-48 Months	176 hrs/22 days	6.76	.0846	448 hrs/56 days
49-108 Months	216 hrs/27 days	8.30	.1038	448 hrs/56 days
109+ Months	256 hrs/32 days	9.84	.1231	448 hrs/56 days
217+ months	296 hrs/37 days	11.38	.1422	448 hrs/56 days
Grandfathered ONLY*				

*\*Employees with 120+months of service as of May 1, 2011, will begin accruing PTO at the Grandfathered Rate when they achieve 217 months of service.*

Table reflects full time 80 hour per pay period accrual rates. The maximum PTO account balance is 448 hours. PTO hours do not count towards the calculation of overtime. PTO accrued in the current pay period cannot be used until the following pay period. Up to one-week of PTO that has not yet accrued may be scheduled from potential future PTO accruals. PTO must be in the employee's bank at least six (6) weeks prior to the schedule being posted for the period the PTO is to be utilized. In the event that PTO is not available for the time for which it was approved, the prescheduled time off will not be allowed. Employees may not borrow from potential future PTO accruals.

**Section 34.2-PTO Scheduling and Use**

PTO will be granted in accordance with the employee's request as staffing permits with regard to census, patient activity and workload. All time off is subject to the approval of the Department Manager. Each department/unit will establish a deadline date for the purpose of recognizing Hospital seniority. The deadline date will not be earlier than February first or later than May first. Departments/units with five (5) employees or more will also set up a "buffer" date two weeks following the deadline date for recognizing Hospital seniority. The "buffer" date will allow employees to make another choice in the event their requests cannot be honored.

The following indicates the maximum number of P.T.O. hours an employee may pre-schedule in conjunction with their service time:



- ❖ 0-48 months from anniversary date of hire an employee will be eligible for up to 80 PTO hours, but no more than two (2) scheduled workweeks.
- ❖ 49-108 months from anniversary date of hire an employee will be eligible for up to 120 PTO hours, but no more than three (3) scheduled workweeks.
- ❖ 109 months from anniversary date of hire an employee will be eligible for up to 160 PTO hours, but no more than four ( 4) scheduled workweeks.
- ❖ **GRANDFATHERED ONLY** 217+ months from anniversary date of hire an employee will be eligible for up to 200 PTO hours, but no more than five (5) scheduled workweeks.

P.T.O. hours for a full week(s) off will be equivalent to the standard hours of the employee for the workweek. This includes ten (10) and twelve (12) hour shifts not worked and paid with P.T.O. When part-time employees request a "full week" off, P.T.O. will be applied at the employees regularly scheduled hours/week amount. Combinations of a prorated day(s) and full day(s) off will not be allowed when a "full week" off is scheduled.

Pre-scheduled, single day P.T.O. requests by part-time employees will be applied at the employee's regularly scheduled hours for the day. However, the employee may request a proration at the standard prorated amount (based upon employee's regular standard hours; i.e., 64 hours/pay period would be 6.4 P.T.O. hours/day) when single day requests are made. RNs hired after the date of ratification of this contract September 8, 2023, will not be able to prorate P.T.O.

P.T.O. will automatically be applied for recognized holidays, unless otherwise requested by the employee. Recognized Holidays for part-time employees will be prorated based upon their regular standard hours; i.e., 64-hours/pay period will equate to 6.4 P.T.O. hours/holiday. Ten (10) and twelve (12) hour shift employees may utilize 8 hours of PTO for "holiday" time off. All unscheduled full day absences, where P.T.O. is applied, will have P.T.O. applied at the number of hours the employee was scheduled for on that day.

#### Section 34.3 - Status Changes and the Effect on P.T.O.

Eligible new hires start accruing P.T.O. the first day of employment, P.T.O. will continue to accrue on paid hours until a status change to an ineligible classification or until the maximum allowable balance is reached. Employees moving from ineligible to eligible status will accrue P.T.O. effective the 1st day of the pay period after the effective date of the status change. P.T.O. will continue to accrue until a status change to an ineligible status or until the maximum allowable balance is reached.

Employees moving to an ineligible status will stop P.T.O. accrual effective the 1st day of the following pay period.

P.T.O. continues to accrue during a paid leave of absence until all P.T.O. and sick (if applicable) hours are used. After P.T.O. and sick hours are exhausted, P.T.O. accrual stops until the employee returns from leave and to a paid status.

#### Section 34.4 - Payment Upon Separation

Employees separating from employment within the first six (6) months of employment will receive no payout of PTO.

Full time and part time employees separating with six (6) months of service or more will receive payment of their unused PTO balance on their final paycheck.

Once resignation of employment has been given, PTO may not be used for the purpose of extending employment. The last day worked is generally considered to be the date of termination.

#### Section 34.5 - Payment Upon Death

In the case of a deceased employee, the unused PTO balance will be made payable to "The Estate of" and given to the current spouse, designated beneficiary, or the estate.

### **ARTICLE 35**

#### **Extended Sick Leave Bank & Pay**

#### Section 35.1 - Extended Sick Leave Bank

Employees holding positions of sixteen (16) or more hours per week accrue Sick Leave credit on a pro-rated basis based upon total paid hours, up to a maximum of ninety-six (96) hours per calendar year. Employees in the bargaining unit as of May 1, 2010, may accrue up to two hundred forty (240) Sick Leave hours. Eligibility for utilization of sick leave credit requires completion of the probationary period. Sick Leave balances are available in API.

Employees with more than 240 hours of Sick Leave in their bank as of May 1, 2010, will keep the hours they have, but will not accrue any additional Sick Leave until their bank falls below 240 hours.

Per Diem RN's may be eligible for 40 hours of annual Sick Leave. Per Diem RN's are eligible for Sick Leave if they worked an average of 25 hours per week the previous calendar year. If eligible, 40 hours of Sick Leave is front loaded into the employee's bank. The bank is zeroed out at the end of the calendar year, regardless of the number of Sick Leave hours used. Eligibility is then determined for the next calendar year based on the same process.

#### Section 35.2 - Sick Leave Pay

Eligible RN's may use up to 40 hours of Paid Leave under the Michigan Paid Medical Leave Act (any combination of PTO or Sick Time) in a calendar year for any of the following:

- a. Physical or mental illness, injury or health condition of the Employee or the Employee's family member;
- b. Medical diagnosis, care, or treatment of the Employee or Employee's family member;
- c. Preventative care of the Employee or Employee's family member;
- d. Closure of the Employee's primary workplace by order of a public official due to a public health emergency;
- e. The care of the Employee's child whose school or place of care has been closed by order of a public official due to a public health emergency;
- f. The Employee's or Employee's family member's exposure to a communicable disease that would jeopardize the health of others as determined by health authorities or a health care provider; and/or
- g. In domestic violence and sexual assault situations for the following:
  - i. Medical care or psychological or other counseling;
  - ii. Services from a victim services organization;
  - iii. Relocation and obtaining legal services; and/or
  - iv. Participation in civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

For the purposes of using PTO or Sick Time in accordance with the Michigan Paid Leave Act, family is defined as: A biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands *in loco parentis*; a biological parent, foster parent, step-parent, or adoptive parent or a legal guardian of an eligible employee or an eligible employee's spouse or an individual who stood *in loco parentis* when the eligible employee was a minor child; an individual to whom the eligible employee is legally married under the laws of any state; a grandparent; a grandchild; and/or a biological, foster or adopted sibling.

If an Employee uses 40 hours of Benefit Time (PTO or Sick Leave in any combination) in a calendar year, this will exhaust the Employee's Paid Medical Leave under the Michigan Paid Leave Act. Once an Employee uses 40 hours of Benefit Time in a calendar year, if the Employee has accrued additional Sick Leave, those hours may be used for the Employee's:

- a. Physical or mental illness, injury or health condition;
- b. Medical diagnosis, care or treatment; and/or
- c. Preventative care.

Employees are required to use sixteen (16) hours of PTO, or no pay if PTO is not available, prior to accessing Sick Leave hours, every time, even if on intermittent family medical leave (FMLA).

If an employee, who is in the process of meeting the requirement stated above, returns to work, but leaves after working less than four (4) hours due to continued illness, he/she may continue to use PTO/no pay to meet the remaining sixteen (16) hours requirement before accessing Sick Leave. If an employee works four (4) hours or more and returns home due to illness he/she will be required to begin the sixteen (16) hour requirement prior to accessing Sick Leave.

If an employee, after accessing his/her Sick Leave hours, then returns to work but leaves after working less than four (4) hours, due to a continued illness, he/she may continue to use Sick Leave. If an employee works 4 hours or more and returns home due to illness he/she will be required to begin the sixteen (16) hour PTO requirement prior to accessing Sick Leave.

If an employee becomes ill while on scheduled PTO time, he/she cannot access his/her Sick Leave and must meet the sixteen (16) hour requirement of unscheduled PTO prior to accessing Sick Leave.

Sick Leave hours do not count towards the calculation of overtime.

The Department Manager may request medical verification in order to substantiate payment for accrued Sick Leave.

### Section 35.3 - Payment Of Sick Leave Credit Upon Termination/Death

Employees with ten (10) years of credited service at OSF St. Francis Hospital as of May 1, 2011, who resign with proper notice will receive 10% of their accrued sick leave. Employees with more than ten (10) years of credited service who resign with proper notice will receive an additional 1% per year of credited service (credit year equals 1,000 hours per calendar year in accordance with Pension Tenure Credit Provisions).

Credited years of service at any other OSF Entity are not eligible to be counted toward the ten (10) year requirement. An employee shall, upon retirement/resignation only receive payment for sick time. The time itself cannot be used to extend the date of retirement/resignation.

In the case of a deceased employee, a check reflecting the unused balance will be made payable to "The Estate of" and given to the current spouse, designated beneficiary, or the estate.

Calculation of such payments for eligible employees will be based upon the employees credited years of service and base wage rate as of May 1, 2011. Additional years of service and wage rate changes after that date will not be utilized in the calculation.

Payment of unused Sick Leave (1%/year of credited service) will occur as illustrated in the following examples:

Example A: Years of credited service (as of May 1, 2011): 15 (Multiplier 15 X 1.0% = 15%)  
Hourly Base Wage: \$25.00 (actual wage as of May 1, 2011)  
Total Sick Hours in Bank (as of May 1, 2010): 800

Employee retires April 15, 2020

Between May 1, 2010 and April 15, 2020 employee utilizes eighty (80) hours of sick time.

Calculation of Sick Leave Payment:

$800 - 80 = 720 \times 15\% = 108 \text{ hours} \times \$25.00 = \$2,700.00$  payment at termination.

Example B: Years of credited service (as of May 1, 2011): 15 (Multiplier 15 X 1.0% = 15%)  
Hourly Base Wage: \$25.00 (actual wage as of May 1, 2011)  
Total Sick Hours in Bank (as of May 1, 2010): 150

Employee retires April 15, 2020 with 80 hours in their Sick bank.\*  
Between May 1, 2010 and April 15, 2020 employee utilizes 200 hours  
of sick time.

\*Any sick hours accrued after May 1, 2010 and remaining in the Sick Bank upon  
termination are not included in the payment calculation.

Calculation of Sick Leave Payment:  
 $150 - 200 = -50$  (negative balance). Employee utilized more sick time between  
May 1, 2010 and April 15, 2020 than they had in their sick bank on May 1, 2010  
so no payment of sick time will occur.

### **Article 36 Bereavement**

In the event of a death of an immediate family member, regular employees are eligible to take up to three (3) days or a maximum of twenty-four (24) hours at his/her regular straight-time hourly rate for days on which the employee was scheduled to work. Immediate family is defined as spouse, parent, child, brother, sister, daughter-in-law, son-in-law, step-parents, step-children, step-sister/brother, present mother-in-law, present father-in-law or legal guardian-

Bereavement leave of one (1) work day up to a maximum of 12 hour is available to regular employees who hold a position of 64 hours per pay period in event of the death of an extended family member: aunt/uncle, brother/sister-in-law, step sister/brother-in-law, grandparent, grandchild, step-grandchild, grandparent-in-law at his/her straight-time hourly rate for a day when the employee was scheduled to work.

In the event of a death of an immediate family member as defined above, Per diem employees qualify for up to 1 day or a maximum of twelve (12) hours for at his/her regular straight-time hourly rate for days on which the employee was scheduled to work.

If an absence of more than the days allowed is required and is approved by the department supervisor, paid time off (PTO) must be used if available. If an employee does not have accrued benefit time available, he/she may request and receive, with approval of the department supervisor, a personal leave of absence in accordance with the guidelines of Article 38 Leaves of Absence.

Bereavement leave is not included as hours worked for purposes of calculating overtime.

## **Article 37 Jury Duty**

If an employee is called to serve as a juror during scheduled work hours, the employee will be given time off for such service and will be paid for scheduled work hours missed, but these hours will not be considered worked time. If an employee is scheduled to work the night shift before jury duty, the employee may choose to be released from work at or after 11 p.m. The employee will receive pay for the remaining hours of that shift. An employee must immediately inform her/his supervisor of being called for jury duty. An employee is expected to report for work if the scheduled jury duty begins more than two (2) hours after the start of the employee's scheduled shift or if the jury duty ends and more than one (1) hour remains on the employee's scheduled shift.

## **Article 38 Leaves of Absence**

### **Section 38.1 – Family Medical Leave (FMLA)**

To qualify for FMLA leave an employee must have worked for the Hospital at least 12 months, though they need not be consecutive, and have worked at least 1,250 hours in the twelve (12) months preceding the date of the desired leave.

#### *Leave Policy*

An employee may take up to 12 weeks of unpaid FMLA leave in a 12month period, which is measured backward from the date the employee will use FMLA time for any of the following reasons:

- Birth of a child and to care for that child (leave to be completed within one year of the child's birth);
- Adoption or foster care placement of a child and to care for that child (leave to be completed within one year of the child's placement);
- Care for a spouse, son, daughter or parent with a serious health condition;  
Care for the employee's serious health condition that prevents the employee from performing the essential functions of the job; or qualifying exigency of a spouse, child or parent who is a military member on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

An employee may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that the employee takes FMLA leave to care for a spouse, child or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations, (military caregiver leave).

#### *Both Spouses Employed by OSF Healthcare*

When both spouses are employed by OSF Healthcare and eligible for FMLA leave, such leave is limited to a:

- Combined total of 12 weeks of leave during the 12-month period if leave is requested:
  - for the birth of a child and in order to care for the child;
  - for the adoption or foster care placement of a child with the employee and to care for the child; or
  - to care for the employee's parent with a serious health condition.
- Combined total of 26 weeks in a single 12-month period if the leave is either for:
  - military caregiver leave; or
  - a combination of military caregiver leave and leave for other FMLA-qualifying reasons.

### *Serious Health Condition*

"Serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves any of the following:

- Inpatient care in a hospital, nursing home or hospice and any subsequent period of incapacity or treatment in connection with such inpatient care;
- Incapacity of more than three (3) consecutive calendar days which also involves either two (2) or more treatments by a healthcare provider, or one such treatment combined with a regimen of continuing treatment;
- Incapacity due to pregnancy or prenatal care;
- Incapacity or treatment due to a chronic, serious health condition;
- Permanent or long-term incapacity under the continuing supervision of a healthcare provider due to a condition for which treatment may not be effective;
- Absence to receive multiple treatments either for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) calendar days without medical intervention or treatment.

### *Notice of Leave*

An employee must provide written notice of the need and reasons for a Family/Medical Leave as soon as the need is known by completing a Request for Leave of Absence form and submitting the form to his/her Manager for required approval. A minimum of thirty (30) days advance written notice is expected, unless it is not practical to do so. Failure to provide proper notice may be grounds for delaying FMLA-protected leave, depending on the particular facts and circumstances.

Additionally, if before an employee plans a medical treatment or series of treatments or takes military caregiver leave, the employee must consult with the Hospital first regarding the dates of such treatment or leave to work out a schedule that best suits the needs of both the employee or the covered military member, if applicable, and the Hospital.

### *Certification of Need for Leave*

Requests for medical leave because of an employee or a covered relation's serious health condition, the employee must supply appropriate medical certification. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

The Hospital may also request the employee to be examined by a second healthcare provider selected by the Hospital to confirm the need for the leave. If the second healthcare provider's opinion conflicts with the original medical certification, the Hospital may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided. The Hospital may require certification from a covered military member's healthcare provider if an employee is requesting military caregiver leave and certification in connection with military exigency leave.

### *Reporting While on Leave*

During the leave, an employee may be required to provide periodic reports on his/her status and intent to return to work. Failure to provide the information may affect the leave and/or employment status. In addition, an employee must give notice as soon as practicable if the dates of leave change, are extended or initially were unknown.

### *Leave is Unpaid*

FMLA leave is unpaid. The employee must use accrued paid leave time (including sick time if the leave is for the employee's own illness) to cover a Family Medical Leave. Sick time will be exhausted first if the leave is for the illness of the employee, then other paid leave time will be used. Sick time will not be paid if the leave is not for the employee's own illness. Benefits will be paid based on the employee's own scheduled hours at the time the leave begins.

The substitution of paid leave time for unpaid FMLA leave time does not extend the 12 or 26 weeks (whichever is applicable) of the FMLA leave period. In no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. FMLA will run concurrently with benefit time and time off due to Workers' Compensation.

### *Benefits During the Leave*

An employee on Family Medical Leave FMLA leave will continue to receive benefits on the same basis as if the employee were actively working. Paid Time Off (PTO) accrues only during the paid portion of the leave. If benefits change during a leave, the employee will be notified of the change and will be affected as if actively working. Family Medical Leave FMLA leave time is considered as continued service for purposes of the Pension Plan. If paid leave is substituted for unpaid FMLA leave, the Hospital will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the leave is unpaid, the employee is expected to pay his/her share of the appropriate benefit premium, i.e., Group Medical and Dental, Voluntary Term Life Insurance. If the employee's share of the premium is not paid



within thirty (30) days after the due date, coverage will be canceled. If cash advances are made by the Hospital on the employee's behalf during a non-paid leave in order to continue the employee's benefit coverage, appropriate deductions will be made from the employee's paycheck after return to work.

#### *Intermittent and Reduced Schedule Leave*

If medically necessary, an employee may take leave on an intermittent basis or in the form of a reduced work week. This type of leave must be coordinated with the employee's Manager to avoid disruption of the Hospital operations. An employee may be transferred to a different position for intermittent or reduced work week leave

#### *Job Availability*

An employee will be returned to the position held prior to the leave, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, if the employee returns to work before FMLA leave is exhausted. The employee must provide as much advance notice as possible of her/his intent to return to work.

If the leave was for the employee's own illness, the employee will be required to provide medical evidence of ability to resume previous duties prior to returning to work.

#### Section 38.2 - Health Leave Of Absence

After completion of the initial probationary period, all regular employees (working at least sixteen (16) hours a week or thirty-two (32) hours a pay period) are eligible to apply for a health leave of absence up to twelve (12) weeks. Eligible employees may request a health leave of absence for a personal illness if they do not meet the requirements for a Family Medical Leave of Absence (FMLA). An employee is required to use accrued sick leave then PTO (if available) to cover approved health leave of absence. An employee may apply for a leave up to a maximum leave of twenty-six (26) weeks. Employees who have utilized twelve (12) weeks of Family Medical Leave are eligible for up to a maximum of fourteen (14) weeks of health leave.

If an employee returns from her/his leave within twenty-six (26) weeks, s/he will be returned to the same position or an equivalent position with equivalent pay and benefits. If an employee does not return to work by the end of her/his approved health leave (not to exceed twenty-six (26) weeks), the employee will be placed on an inactive status and will retain bargaining unit seniority as set forth in Section 38.6. While on inactive status, the employee may request a reasonable accommodation under the Americans with Disabilities Act ("ADA") and the Employer will engage in the interactive process under the ADA. Leave eligibility will be based on the amount of leave taken in the 12-month period, rolling back from the date of requested leave.

#### Section 38.3 - Personal Leave Of Absence

After completion of the initial probationary period, all regular employees (working at least

sixteen (16) hours a week or thirty-two (32) hours a pay period) are eligible to apply for a personal leave of absence. A personal leave of absence is normally granted for a period of twelve (12) weeks or less for family emergency situations, adoptions or under highly unusual circumstances. Employees who have already utilized 26 weeks of leave are not eligible for a Personal Leave. It is necessary to review each request individually, and the request must be approved by the employee's Department Manager and a representative of the Human Resources Department. An employee is required to use accrued PTO to cover an approved personal leave.

An employee may apply for a leave extension up to a maximum leave of twenty-six (26) weeks based on a rolling back 12-month period. Employees who have utilized twelve (12) weeks of Family Medical Leave or Health Leave of Absence are eligible for up to fourteen (14) weeks of personal leave but are not eligible for a personal leave extension.

If an employee returns from her/his leave within twelve (12) weeks, s/he will be returned to the same position or an equivalent position with equivalent pay and benefits. After twelve (12) weeks, the employee may return to her/his former position if the position remains available. If the position is not available, the employee may apply for a posted position. If an employee does not return to work by the end of her/his approved personal leave (not to exceed twenty-six (26) weeks), the employee will be considered to have resigned with notice as set forth in Section 38.6.

#### Section 38.4 - Educational Leave Of Absence

Full-time and regular part-time employees hired to work a minimum of sixteen (16) hours a week or thirty-two (32) hours a pay period, are eligible for a educational leave of absence after one (1) year of service with the approval of his/her department Manager, Vice President Patient Care Services and a representative of Human Resources. A written request submitted at least thirty (30) days in advance is required for consideration of an educational leave of absence. An educational leave is granted without pay, and benefits will not accumulate during the leave period. An employee's seniority will be adjusted for the same number of calendar days as the length of the leave.

#### Section 38.5 - Military Leave Of Absence

All regular employees entering active duty in the United States Armed Forces will be granted an unpaid military leave of absence according to current governmental guidelines; however an employee may elect to be paid his/her PTO.

#### Section 38.6 - Automatic Severance Of Employment

Except as provided in the sections on education and/or Military Leave of absence, an employee who has been on leave of absence, or otherwise away from work for any reason for twenty-six (26) weeks in a rolling back 12-month period, will be considered as having resigned his/her employment with notice unless the employee qualifies for a reasonable accommodation under the ADA.

An employee who was on a Health Leave of Absence (Section 38.2) will retain bargaining unit seniority for a period not to exceed their bargaining unit seniority, up to a maximum of one year, following the first day of the health leave and may exercise this seniority in the bidding process. (Article 20, Job Bidding and Posting.)

If the employee successfully bids on a bargaining unit position, the employee's employment will be reinstated as will benefits associated with that seniority to include: wages, paid benefit time accruals, and scheduling of PTO. Employees are eligible for all other benefits as set forth in the Letter of Understanding – Employee Benefits. The employee's record will not show a termination and a rehire, rather it will reflect the employee being in an inactive status then changed to active status if reinstated.

If the same or an equivalent position is not available through the bidding process, the employee may exercise her/his displacement rights as set forth in Section 22.1.

### **Article 39 Successor Clause**

In the event of any sale, purchase, merger or other transaction affecting ownership of the Hospital, the Hospital agrees to make known the existence of this Agreement and its terms and conditions to the other party to any such transaction prior to said transaction. Such notice shall be in writing with a copy to the Union.

### **Article 40 Complete Agreement**

#### **Section 40.1 - Effect of Agreement**

Both the Union and the Hospital agree that they had the full opportunity during negotiations prior to the execution of the Agreement to make any demands and proposals, and this Agreement constitutes the sole and entire agreement between the parties with respect to rates of pay, hours, and all other terms and conditions of employment. All provisions of the new agreement, both language and economics, become effective on the first day of the second (2<sup>nd</sup>) pay period after ratification.

#### **Section 40.2 - Invalid Provisions**

If any Federal or State law or final decision of any Federal or State court renders any provision of this Agreement illegal, unenforceable or invalid, the parties agree to use reasonable effort to bargain regarding the provision to the extent necessary to comply with such law or decision while maintaining consistency with the intent of the parties.

**Article 41**  
**Duration of Agreement**

This agreement shall be effective the 1<sup>st</sup> day of May, 2023 and shall continue in effect until midnight, April 30, 2026, and from year to year thereafter unless at least ninety (90) days prior thereto written notice of desire to terminate or to make changes in this Agreement is served by either party upon the other.

In Witness Whereof, the parties hereto have caused this instrument to become effective for all purposes on May 1, 2023.

MICHIGAN NURSES ASSOCIATION

OSF ST. FRANCIS HOSPITAL

\_\_\_\_\_  
Justin Babbitt, Labor Representative

\_\_\_\_\_  
Kelly Jefferson, President

\_\_\_\_\_  
Lyndsey Rogers, President

\_\_\_\_\_  
Mark Nelson, Chief Negotiator

\_\_\_\_\_  
Nichole Silverstone, Negotiating Committee

\_\_\_\_\_  
Micki Murray, Director Labor Relations

\_\_\_\_\_  
Cambria Labonte, Negotiating Committee

\_\_\_\_\_  
Lacey Crabb, Vice President  
Patient Care Services

\_\_\_\_\_  
Trudy Ladouceur, Negotiating Committee

\_\_\_\_\_  
Merrisa MacGregor, Negotiating Team

\_\_\_\_\_  
Heather Lewis, Negotiating Committee

\_\_\_\_\_  
Emily Noblet, Negotiating Team

\_\_\_\_\_  
Mindy Turchin, Negotiating Committee

\_\_\_\_\_  
Shari Berry, In-house Counsel

\_\_\_\_\_  
Dianne LaChance, Negotiating Committee



**LETTER OF UNDERSTANDING BETWEEN OSF ST. FRANCIS HOSPITAL  
MICHIGAN NURSES ASSOCIATION**

**EMPLOYEE BENEFITS**

Employees will be eligible to participate in the following programs on the same basis and to the same extent that all other Hospital employees participate:

- Voluntary Supplemental Life Insurance
- Service Awards Program
- School Visitation
- Employee Assistance Program
- Section 125 Program
- Educational Reimbursement
- Snow Emergency Day
- Leave Sharing Bank
- Short-Term Disability
- Daylight Savings Time
- Group Medical/Dental
- Retiree Eligibility for Group Medical Plan
- Retirement Plan
- Voluntary Long Term Disability
- Term Life and Accidental Death
- Voluntary Term Life Insurance

Details regarding all of the above are covered in the Hospital's Human Resources Policies which are available on the Hospital's web portal. All new employees receive benefits information at the Hospital New Employee Orientation Program.

The Wellness Benefit package that may be offered to other OSF employees will be offered to the MNA members upon availability.

The Hospital will endeavor to provide notice to the MNA Staff Council Chairperson of changes, additions to, or deletions from the above benefits prior to implementation.

OSF St. Francis Hospital

Michigan Nurses Association

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OSF St. Francis Hospital and Michigan Nurses Association

**Letter Of Understanding**

**TRAINING POSITIONS**

The Hospital and the Union recognize the value of experienced nurses and seek to facilitate nurses' interest in transferring into posted positions when they apply to do so, consistent with quality patient care.

As a statement of philosophy and intent consistent with Section 20.3 Selection Criteria, if there is one vacant regular position in a department and there is sufficient experienced staff, the position will be posted as a training position. The parties acknowledge that factors such as retirements or resignations (provided in writing to the Hospital) or a significant number of extended leaves of absence may limit the Hospital's ability to post a position as a training position.

OSF St. Francis Hospital

Michigan Nurses Association

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## ADDENDUM A

### ASSOCIATION SECURITY

Section A. Union Membership. All Registered nurses in the bargaining unit represented by the Association after having been employed by the Medical Center for at least thirty-one (31) calendar days as of the effective date of this Agreement and all future bargaining unit Registered Nurses having been employed for at least thirty-one (31) calendar days, must become members of the Association, or pay service fees, consistent with the applicable provisions of the law. A casual employee who is a bargaining unit member and who then exceeds seventy (70) or more hours in the last calendar quarter will pay dues in accord with this Article for the following quarter.

Section B. Bona-Fide Religious Objection. Any employee who holds a sincerely held religious belief, practice, or observance or a conscientious objection to joining or financially supporting a labor organization, shall be exempt from the requirement in Section A. Any such member may choose to pay sums equal to the service fee to a non-religious charitable fund exempt from taxations under 501(c)(3) of the Internal Revenue Code chosen by the employee. Only employees who qualify under this Section can select the charitable contribution option. Any member asserting a religious objection will provide written confirmation to OSF and the President of the union.

Section C. Failure to Remit. In the event a bargaining unit member fails to comply with the provisions set forth above, they shall have their employment as a Registered Nurse member of the bargaining unit terminated upon request of the Association to the Medical Center. No Registered Nurse shall be terminated unless:

1. The Association has first notified the RN, in writing, to their address last known to The Association, concerning their dues delinquency and that if dues are not tendered within seven (7) days of the notice, the Association will report to the Medical Center for termination of employment as provided herein;
2. The Association has furnished the Medical Center written proof that the foregoing procedure has been followed and the Registered Nurse remains delinquent, and the Association, therefore, requests that the nurse be discharged from employment in the bargaining unit.

Section D. Indemnification. MNA will indemnify and reimburse the Hospital for any and all claims made against the Hospital by, or on behalf of a registered nurse, arising out of or related to a nurse's financial obligations under the terms of the parties' collective bargaining agreement or other agreement between the Hospital and the Union, including legal fees incurred by the Hospital in connection with or related to this Article.