



**Michigan Nurses Association**  
**&**  
**Ascension Borgess – Allegan Hospital**

**Tentative Agreements for a**  
**Collective Bargaining Agreement**

Effective Dates:

January 28, 2024 to January 28, 2027

This Tentative Agreement was ratified by the membership of Allegan MNA on March 5, 2024. Reference these documents until the new collective bargaining agreement is available.

**Tentative Agreements (8, 9, 23, 27, 28, 33):**

**ARTICLE VIII.  
DISCIPLINARY ACTION**

Section 1. The Employer may discipline an employee for just cause. An employee shall be entitled, upon request, to an Association unit representative during an investigatory meeting where the employee is the subject of the investigation.

Section 2. If the disciplinary action involves discharge or suspension, the Employer shall, as soon as possible, but during that shift, notify an Association representative.

Section 3. If disciplinary action is taken, the employee disciplined shall be given a written statement of the nature of her/his offense, of the penalty given, and of the date and time the disciplinary action becomes effective. The Association shall be given a copy of such statement. The statement shall be signed by an ~~the~~ Employer representative ~~who gives the disciplinary action~~.

Section 4. If there is to be a grievance concerning such disciplinary action, it shall be in writing and filed at Step Three of the Grievance Procedure no later than the end of one (1) calendar week following the date of the disciplinary action.

**ARTICLE IX.  
ROLE OF THE NURSE**

A. The Hospital recognizes that the Registered Nurse subscribes to a Code of Ethics and will support the Nurse in her/his compliance with that Code to the extent that it is not inconsistent with the terms and conditions of this Collective Bargaining Agreement, the Public Health Code or any other state or federal law and/or regulation. The Code is as follows:

- 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.

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

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

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

~~4. The nurse is responsible and accountable for individual nursing practice and~~

~~determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.~~

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

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

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

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

~~9. The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy.~~



**ARTICLE XXIII.**  
**ASSOCIATION BULLETIN BOARDS**

The Employer will provide a bulletin board which may be used exclusively by the Association for posting notices of elections and meetings and other communications to the membership which are necessary for the orderly operations of the department.

## **ARTICLE XXVII. NURSING COUNCIL**

It is recognized that the regular exchange of information regarding practice processes that contribute to positive outcomes toward nursing excellence at Ascension Borgess Allegan Hospital are in the best interest of nursing as a profession, and the best interest of professional nursing associates and management representatives within the organization. A council composed of members representing all areas of nursing shall be established for the purpose of discussing with the Director of Nursing, and her/his/their designated leadership staff representatives, matters of mutual concern that affect the quality of nursing care. Representation will include a member from each department listed in Schedule C. The committee will be composed of an equal number of representatives from the Bargaining Unit as well as management. Membership will include at least one Staff Council Representative.

Ad Hoc members may be invited to attend meetings from time to time by mutual agreement of the parties; provided, however, that the consent of either party to such attendance not be arbitrarily and consistently withheld.

Meetings will be held monthly on a mutually agreeable date. If a problem should arise that cannot be deferred until such monthly meeting, a special meeting may be scheduled by mutual consent. Minutes of the meetings will be kept and will be approved by both parties.

The committee will meet to discuss issues such as strategic planning which may include overtime, mission/vision/goals, clinical practice models, leadership models, and subcommittee formation such as recruitment and retention, staffing, performance improvement, and research and practice for the Department of Nursing. Other discussion could include staffing incentives, staffing mix, budgetary analysis, evidence-based practice, Clinical Ladders, Nurse's Week Celebration, and Nursing Excellence Awards. Additionally, letters of agreement may be drafted, and mutually agreed upon, for inclusion within the body of the Contract.

These meetings shall not be used for the purpose of collective bargaining or the processing of grievances.

Attendance of employees employed by the Hospital at the meetings shall be without loss of time and pay.

**ARTICLE XXVIII.  
EVALUATIONS**

Each employee in the bargaining unit shall receive a written evaluation of her/his work performance at the end of her/his probationary period and at least annually thereafter. Formal performance evaluations will be reviewed with the nurse by her/his supervisor(s). Specific recommendations for improvement in job performance may be made and explained to the nurse. Each employee will be given the opportunity to add written comments to the evaluation and sign it to indicate only that she/het ~~they have had~~ read the evaluation. If the nurse disagrees with her/his evaluation, she/het may prepare, date and sign a written response to be attached to the evaluation.

Written evaluations are not intended to be disciplinary in nature and may not be used as a step in the disciplinary procedure.

SCHEDULE B  
DEPARTMENTS WITHIN NURSING

Hospital departments and/or units are currently defined as listed below. The Hospital retains the right to combine departments, to eliminate departments, and to establish new departments after discussion with the Association.

- Acute Care
- Emergency Department
- Perioperative Services (including Short Stay, Pre-Admission Testing, Sterile Processing, Endoscopy, Surgery, and Post Anesthesia Care Unit (PACU))
- Clinics
- Infusion and Oncology Center
- ~~Clinical Facilitator~~

Hospital:

**Signature:** *Cara Sheahan*  
\_\_\_\_\_

**Date:** 11/14/2023  
\_\_\_\_\_

Union:

**Signature:** *Andy Cornell*  
\_\_\_\_\_

**Date:** 11/14/2023  
\_\_\_\_\_

**Tentative Agreement:**

**ARTICLE XI.  
SENIORITY**

Section 1. Definition.

A. Hospital Seniority. Hospital seniority is the length of continuous service with the Hospital since the employee's most recent date of hire.

B. Bargaining Unit Seniority. Bargaining unit seniority is defined as the length of continuous service with the Hospital as a Registered Nurse since the employee's most recent date of hire within the bargaining unit. Bargaining unit seniority is used in all circumstances unless seniority is specifically defined otherwise in another article of this Agreement. Bargaining unit seniority will be applied in situations involving job placement and/or layoff and recall, where two (2) or more employees are equally qualified in terms of skills, ability, experience, education, and personnel record. Personnel record shall be defined for purposes of this Article and Article XIII (Promotions and Posting of Job Vacancies) as any formal disciplinary or corrective action that the employee has received in the last calendar year and is currently in the employee's personnel file and the employee's most recent performance evaluation.<sup>5</sup>

Section 2. Seniority Lists. Promptly following the effective date of this Agreement, but no later than thirty (30) days thereafter, the Employer shall post a list of the employees covered hereby, in seniority order according to its records--most senior employee being listed first.

~~Semi-annually after the date of such initial posting, for the duration of this Agreement, upon request by the Association, the Employer will furnish to the Association a copy of a list of the employees covered hereby, in seniority order, most senior employee appearing first. Upon request by the Association, the Association shall also be advised monthly of additions and deletions to the seniority list. Upon request, but no more often than once per month, the Hospital shall provide the Association with a complete seniority list. This list shall include the name, position title, status, last hire date and bargaining unit seniority date of each bargaining unit employee. Upon request, but no more often than once per month, the Hospital shall provide the Association with a list of all additions and deletions to the bargaining unit.~~

It shall be the responsibility of each employee to check each such later list and to notify the Employer of any alleged error therein. Disputes as to the correctness of seniority shown on the list, so presented, shall be subject to the grievance procedure herein, if not amicably resolved.

In effecting personnel changes, the Employer shall be entitled to rely on such posted lists. If an employee shall so notify the Employer of the existence of error in the current list at the time of, or following, such a personnel change, and it is agreed that error exists, the Employer shall incur no liability for any erroneous personnel change until the end of the fifth (5th) working day following the day on which the employee so notifies the Employer of such error.

Section 3. Seniority Status. Upon an employee's completion of the probationary period, she/he shall acquire seniority and she/he shall be placed upon the seniority list with a date to coincide with her/his date of last hire. A Nurse with ~~Allegan General~~ Hospital seniority from a different job classification will be put on the seniority list ahead of a new employee when employment as an RN

starts on the same day.

As between any two (2) or more employees who have the same seniority date, seniority shall be determined by alphabetical order of surname.

Section 4. Seniority Employees Transferred Outside the Bargaining Unit. If an employee is transferred to a position with the Employer which is not included in the unit covered hereby, seniority will be retained and accumulated only for one hundred eighty (180) calendar days. If she/he transfers back into the bargaining unit within this one hundred eighty (180) day period, she/he shall be deemed to have accumulated ~~union-bargaining unit~~ seniority while working in the non bargaining unit position. Employees transferred out of the unit shall lose all accrued seniority rights after the expiration of a continuous one hundred eighty (180) calendar day period. It shall be the responsibility of the RN or the Association to notify the Hospital that the original bargaining unit seniority date needs to be reinstated.

In conjunction with Article XIII, Promotions and Posting of Job Vacancies, Section 7, if the employee leaves the bargaining unit, they retain the right to return to their former job within twenty-one (21) calendar days. If the employee returns to the bargaining unit after twenty-one (21) calendar days, he/she does not retain the right to return to his/her former position pursuant to this section.

This section also does not apply to employees who transfer into Temporary/Relief positions. Employees in Temporary/Relief positions are subject to Section 5 and Section 6 of this Article.

Section 5. Agency or Relief Employees. Relief employees who work more than six hundred (600) hours per calendar year will not be covered by, nor subject to, any provision of this entire Agreement. The Employer agrees not to abuse the right to hire such employees.

Relief employees will be hired with no preference of shift specified. They will be called for all vacancies and they may accept those shifts for which they are available.

Such employees shall not be scheduled to replace regular employees pulled to another shift or department without the regular employees' prior approval.

Agency and relief employees may be scheduled to perform a temporary assignment and/or fill-in work, provided they will not be scheduled for regular shifts if a qualified part-time employee has requested to perform the work at straight-time hours and is available for such assignment. The Hospital may schedule agency or relief employees for four (4) weekend shifts per month.

Employees shall not be given seniority credit for time worked as an agency or relief employee. A regular full or part-time employee transferred to agency or relief status shall lose all accrued seniority rights after the expiration of a continuous one hundred eighty (180) calendar day period in such status.

Section 6. Loss of Seniority. For purposes of this Agreement, seniority shall terminate upon the concurrence of any of the following events:

- A. The employee resigns.
- B. The employee is discharged for just cause.
- C. The employee is absent for three (3) consecutive scheduled working days without

advising the Employer.

D. The employee unjustifiably overstays a leave of absence or gives a false reason for a leave of absence or is engaged in other employment during a leave of absence without permission of the Employer.

E. The employee has been on a disability or medical leave for a period to exceed twelve (12) calendar months.

F. The employee has retired.

G. The employee is laid off and not recalled to work within a twelve (12) month period from the date of layoff.

H. The employee is reclassified to relief status and will lose seniority rights after the expiration of one hundred eighty (180) calendar days (Article XI, Seniority, Section 5, above).

I. The employee has accepted, by transfer or promotion, a non-bargaining unit position with the Employer and has held that position for a period of more than 180 continuous calendar days. In situations of bargaining unit job postings, bargaining unit RN's will be considered for the job over non-bargaining unit RN's.

Hospital:

**Signature:** Cara Sheahan

**Date:** 11/14/2023

Union:

**Signature:** Andy Cornell

**Date:** 11/14/2023





**Tentative Agreement:**

**ARTICLE V.  
NON-DISCRIMINATION**

Section 1. The Employer and the Association both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as civil rights. Accordingly, both parties agree that they will not discriminate against any Registered Nurse because of race, color, national origin, religious affiliation, sex, sexual orientation, marital status, protected disability, age, weight, height, or for any reason statutorily protected by state or federal law. employee for any reason statutorily protected by local, state or federal law.

Section 2. Any claim by an employee that the Employer or the Association has engaged in discrimination based upon any protected category and in violation of this Article may be filed as a grievance, must be filed with the appropriate regulatory agency. No but no such claim is arbitrable under this Agreement and the Association agrees not to process any grievance to arbitration that alleges a violation of this Article. An arbitrator shall not have jurisdiction to hear or decide a claim of discrimination.

Hospital:

**Signature:** Cara Sheahan

**Date:** 02/15/2024

Union:

**Signature:** Andy Cornell

**Date:** 1/16/2024

**Tentative Agreement:**

**AGREEMENT**

---

THIS AGREEMENT is effective January 287, 20241 through January 287, 20274 by and between Ascension Borgess Allegan Hospital (hereinafter referred to as the “Employer” or “Hospital”), and the Michigan Nurses Association (hereinafter referred to as the “Association”).

**PURPOSE AND INTENT:** The general purpose of this Agreement is to set forth standards of wages, hours and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Association.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in establishing a proper service to the community.

To these ends the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

**ARTICLE I.  
RECOGNITION OF ASSOCIATION**

Section 1. Pursuant to and in accordance with the NLRB certification issued in Case No. 7-RC-18697, the Employer does hereby recognize the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for the employees of the Employer included within the following described unit:

All full-time and regular part-time employees working under the classification “Registered Nurses” employed by the Employer, excluding office clerical employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act (hereinafter referred to as the “Act”) and all other employees.

Section 2. Aid to Other Labor Organizations. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association’s representation in the bargaining unit described in Paragraph A.

## ARTICLE II. MANAGEMENT RIGHTS

Section 1. Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of its rights, powers, and authority, which the Employer had prior to July 2, 1974, unless and only to the extent that specific provisions of this Agreement curtail or limit such rights, powers, and authority. The Association recognizes that the Employer's rights, powers, and authority include but are not limited to, the right to manage its business, direct, select, decrease and increase the work force, the right to make all plans and decisions on all matters involving the services to be performed, the location of operations, the extent of operations, addition, replacement, and removal of equipment, outside purchases of products, the schedules, means and procedures of the operation, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, determine the qualifications of employees and regulate quality and quantity of work, the right to contract services or functions inside or out after discussion with the Association regarding available options, except as any of the foregoing rights are limited by the express terms of this Agreement.

The Association reserves the right to grieve when action taken by the Employer under this Section is contrary to a specific limitation of such Employer rights contained in this Agreement.

Section 2. Rules. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations and put such into effect after advance notice to the Association and the employees. The Staff Council Chairperson and Association Representative shall receive a copy of the policy in advance in writing when the Employer makes any changes to the policy that are material and significant. ~~Any complaint relative to t~~The reasonableness and application of any rule may be ~~considered as a grievance and~~ subject to the grievance procedure contained in this Agreement.

**ARTICLE III.  
ASSOCIATION  
DUES**

**During any period of time that Michigan law prohibits union security provisions and is what is commonly referred to as a “right to work” state, then the provisions of this Article III shall be as follows:**

Section 1. The Employer agrees to deduct from wages of those employees who elect to submit an authorization form all monthly membership dues, as provided in a written authorization in accordance with the standard form provided by the Association, provided that the said form shall be executed by the employee. The authorization shall be revocable during the time period of October 1 through October 10, or at the expiration of this Agreement, or as otherwise agreed between the Employee and the Association. Revocation of such authorization shall be affected by written notice by certified mail to both the Employer and the Association.

Monthly dues and fees will be authorized, levied, and certified in accordance with the constitution and bylaws of the Association. Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Association dues.

Section 2. Dues and fees deducted shall be sent to the Michigan Nurses Association at its office located at 2310 Jolly Oak, Okemos, Michigan 48864.

Section 3. The Employer shall be required to make dues and fees deductions only as long as it may legally do so. The Association will fully protect and render the Employer harmless against any liabilities for claims resulting from deduction of dues made in accordance with this Article.

Section 4. The Association, by execution of this Agreement, expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the application of or provisions of Article III of this Agreement.

**Effective April 1, 2024, and during any period of time period of time that Michigan law permits union security provisions and is not a “right to work” state, then the provisions of this Article III shall be as follows:**

Section 1. 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.

Section 2. Bona-Fide Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona-fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a labor organization, shall be required 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.

Section 3. 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:

- A. 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.
- B. 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 they be discharged from employment in the bargaining unit.
- C. The Hospital is given a period of twenty-one (21) days after the notice in (B) to notify the employee of the situation and the potential consequence of failing to pay dues, **service fees**, or the charitable contribution in lieu of dues.

Section 4. Payroll Deduction of Association Dues. Every employee in the bargaining unit and each Registered Nurse newly hired into the bargaining unit will be informed by the union of their Association membership obligations defined above and the Union will further provide all current and future employees appropriate forms setting forth the employee's authorization of payroll deduction of Association dues. Copies of such forms will be forwarded to the Medical Center. Upon receipt of a signed authorization, the Medical Center shall deduct from the employee's earnings the Association dues and forward same to the Association on a monthly basis.

Section 5. Information. The Hospital agrees to provide a list of new hires, terminations, and transfers into the bargaining unit to the Association on a monthly basis. The Hospital will allow one Union Steward approximately thirty (30) minutes of paid time (not calculated into overtime), once per month, to meet with employees hired into the bargaining unit during the preceding thirty-one (31) days. Such time will be voluntary for those new hires who wish to participate. If the meeting occurs during a scheduled shift for a new hire they may remain in paid status; the meeting will be unpaid for new hires that choose to join the meeting outside of their scheduled shift.

Section 6. Dues Rate. The amount of monthly dues **and the service fee rate** must be certified in writing by the Union and delivered to the Medical Center Human Resources Department prior to deduction of such dues and fees. Changes in the amount of the monthly dues **and/or service fee rate** must be certified by the Union and delivered to the Employer at least 60 days prior to the first payday to be affected by the change. Upon written authorization of the employee, dues shall be deducted on a monthly basis and shall be sent to the Michigan Nurses Association.

Section 7. Hold Harmless. The Association shall indemnify the Medical Center and hold it harmless against any loss or claims for damages, including all legal fees resulting from the deduction of any sums and/or the payment to the Association of any sums deducted under this Article.

**ARTICLE IV.**  
**ASSOCIATION REPRESENTATIVES**

Section 1. The employees covered by this Agreement will be represented by a Professional Rights and Responsibilities Committee, members of which shall be chosen or selected in a manner determined by the employees and the Association. There shall be up to four (4) members of this Committee, composed of one Staff Council member per shift and the Staff Council Chair.

Section 2. The Association shall have the right to have one department representative from each department, up to a maximum of four (4) members: Refer to Departments Within Nursing.

Section 3. The Hospital agrees that a Representative of the Association is welcome to enter the Hospital premises--upon notifying the Labor Relations Partner or his/her representative--to examine conditions with respect to legitimate Association business, or to participate in grievance meetings. The Association Representative agrees that such visits are not to interfere with operations or discipline of the Hospital. Representatives of the Association shall be subject to the same policies related to infection control and prevention applicable to the general public. Representatives of the Association shall not enter patient care areas at any time, unless they have received advance written permission from the Labor Relations Partner. The Hospital will, upon request, provide a private room for Association Representatives to meet with members of the bargaining unit, subject to space availability.

Section 4. Short Term Association Leave. Leaves of absence without pay shall be granted to attend Association meetings and conventions. The Hospital shall be notified of such intended leave of absence within sufficient period in advance to allow for a replacement to be obtained, so as not to interfere with the operation of the employee's department. No more than two (2) employees shall be entitled to such leave at any one time. No more than ten (10) scheduled work days [on a cumulative basis, i.e. two (2) people for five (5) days or one person for ten (10) days] shall be allowed for such leave in any calendar year.

**ARTICLE VI.**  
**LABOR/MANAGEMENT MEETINGS AND STAFFING**

Section 1. Labor / Management Meetings. Labor/Management Meetings related to Hospital, Association, employee and patient interests, and grievances will be held as follows:

A. Labor/Management meetings will be held monthly so long as the meetings remain productive. Monthly meetings will be scheduled by mutual agreement in December of each year for the following calendar year. Association committee members will be relieved from their unit to attend meetings up to one time per month if they are scheduled to work, provided the committee member requests the time off at least thirty (30) days in advance and includes in their request the amount of time needed.

B. An agenda of matters to be taken up at each meeting shall be prepared at least five (5) days prior to the meeting, Exceptions to the five (5) day notice shall be allowed by mutual consent for urgent issues.

C. Matters taken up in the labor/management meeting shall be confined to those included on the agenda. Additions to the agenda on the day of the meeting shall be allowed by mutual consent.

D. Association members, plus their designated Association representative, may attend a labor/management meeting. Association members~~Staff Council representatives~~ will be reimbursed for time lost at their straight-time hourly rate (not counted as time worked) as a result of a labor/management meeting.

E. Either party may request a special labor/management meeting in addition to the pre-scheduled monthly meetings and shall be scheduled by mutual consent.

Section 2. Staffing. ~~At least on a quarterly basis, the meeting shall have staffing as an agenda item.~~ The parties agree that it is the Hospital's responsibility to provide adequate staffing for each department and on each shift per the nurse to patient staffing ratio guidelines (which are subject to change by management). It is also agreed that the Hospital and nurses need to work together to achieve the desired outcome. Staffing may be discussed at Labor/Management Meetings. A staffing matrix will be maintained by the Hospital and shared with the Association upon request, at these quarterly meetings. Before any changes are made, the Hospital will provide the Association time for meaningful input. In addition, the Hospital will provide the Association other ~~relevant~~ data relevant to bargaining unit nurses, as requested, which includes:

- Hours worked and ~~dollars~~ amount of wages paid by unit;
- Overtime paid by unit;
- Incentive pay;
- Agency and temporary employee utilization by unit;
- Relief staff utilization by unit; ~~and~~



~~• Financial information on the Hospital's performance.~~

If a department's combined overtime and agency hours are excessive for more than eight (8) consecutive pay periods, less any return-to-work obligations, the parties will attempt to identify specific staffing factors that may be affecting staffing levels and discuss opportunities to address the problem.

Section 3. Negotiations. Association members, not to exceed three (3), shall be reimbursed for time lost (not counted as time worked from their regular work schedule) for the purpose of negotiations to obtain a new/revised Collective Bargaining Agreement between the parties. Paid time for the purpose of negotiations shall not exceed fourteen (14) bargaining sessions, except by mutual agreement.

## ARTICLE VII. GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance is defined as a claim of a violation of a specific provision or of provisions of this Agreement, arising under and during the term of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violations.

Section 2. Grievance Procedure - General. The parties intend that the grievance procedure shall serve as a means for the peaceful and timely settlement of contractual disagreements as they arise. It is understood and agreed that any grievance settlement arrived at hereunder, between the Employer and the Association, is binding upon both parties and cannot be changed by any individual employee. Grievance resolutions at step one and step two shall be non-precedent setting.

~~If the Employer's representative in Step One fails to provide disposition of a grievance within any time limit set forth for him herein, the grievance shall be automatically advanced to the next Step, Step Two.~~ The Employer, ~~however,~~ recognizes its good faith obligation to answer a grievance at each Step of the grievance procedure.

Grievance time limits for all Steps of the grievance procedure may be extended by the mutual written agreement of the Employer and the Association.

~~It is agreed that any grievance must be initiated at Step One as a verbal discussion with the Nurse Manager/Nursing Executive. If Step One fails to resolve the issue of concern, the grievance must then be submitted in writing at Step Two within five (5) days after the verbal response from the Nurse Manager/Nursing Executive.~~ Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him from employment, self-employment or unemployment compensation; provided, however, that earnings from a second job that was held by the employee prior to discharge will be considered only to the extent that they exceed the earnings during the time the discharged employee was employed at the Hospital.

Whenever "day" is used in this Article, it shall mean the weekdays of Monday through Friday, inclusive, except for scheduled holidays which shall be excluded.

It is recognized that, in carrying out the foregoing provisions for the processing of grievances, verbally and in writing, an employee, a Staff Council member, or members of the Professional Rights and Responsibilities Committee, may have to be off the job without loss of pay for the presentation or discussion of a grievance in the manner provided for. However, it is understood and agreed that an employee or an Association representative shall not leave her/his work for any such grievance processing purpose without first obtaining permission to do so from her/his Supervisor. If the nature of the work requires that it be covered by another employee, in the Supervisor's judgment, she/he shall arrange for such a replacement employee as promptly as is reasonably possible under the circumstances prevailing, within any grievance procedure time limits that may be applicable.

The Employer reserves the right to revoke this benefit if this privilege is being abused. Revocation shall not occur, however, until after the Employer has notified the Association and

the Staff Council of his intention one (1) week prior to the action being taken. This notification shall be in writing stating the abuse. Discussion between the Association Staff Council and the Employer over the abuse and the fact that it has not been corrected within a designated period of time shall take place to correct the abuse and thereby retain the provision stated above.

STEP ONE: Verbal Procedure.

It is agreed that any grievance must be initiated at Step One as a verbal discussion with the Nurse Manager/Nursing Executive. An employee and/or her/his Staff Council representative shall bring the grievance to the attention of the Nurse Manager or other appropriate nursing executive in an effort to resolve the problem within ~~five-seven (75)~~ days of when the Association and/or the employee had or should reasonably have had knowledge of the event(s) that took place that is the basis of the grievance. The parties shall meet to discuss the grievance within five (5) days after notice has been provided, and the Nurse Manager or other appropriate nursing executive shall provide a response to the employee and/or his/her Staff Council representative within five (5) days after such meeting.

STEP TWO: Written Procedure.

If the grievance is not settled through the verbal procedure above, it shall be reduced to writing, shall state the date of the discussion with the Nurse Manager/Nursing Executive in the verbal procedure, shall be signed by the employee and her/his Staff Council representative and emailed to the Nurse Manager/Nursing Executive within ~~five-seventeen (175)~~ days after ~~receiving the verbal response pursuant to Section 2 of this Article the Association and/or the employee had or should reasonably have had knowledge of the event(s) that took place that is the basis of the grievance.~~ The parties shall meet to discuss the grievance within five (5) days after notice has been provided, and the Nurse Manager or other appropriate nursing executive shall provide a response in writing via e-mail to the employee and/or his/her Staff Council representative within five (5) days after such meeting. If the Employer fails to respond to the grievance within the five (5) days, then the grievance will automatically proceed to Step Three - Written Grievance to Labor Relations Partner.

The nurse manager/nursing executive shall render her/his written disposition of any grievance so filed no later than five (5) days from the meeting, and she/he shall email a copy of her/his disposition to a Staff Council representative.

STEP THREE: Written Grievance to Labor Relations Partner:

If the grievance is not settled in Step Two, the Association, no later than ~~five-seven (75)~~ days following completion of Step Two, may make written request by email to the Labor Relations Partner for a further meeting. If the Association does not so request such further meeting, the grievance shall be considered withdrawn.

If the Association requests such further meeting, it shall be held at the next scheduled monthly meeting following the date of the grievance. Either party may have present such of its attorneys, consultants or persons in its higher echelons, as it shall select.

If such further meeting be held, the Labor Relations Partner shall give written disposition of the grievance to the Association no later than ten (10) days following the date of such meeting.

#### STEP FOUR: Arbitration

If the grievance disposition given in Step Three is not considered satisfactory, the Association may elect to take the grievance to arbitration. If it does not do so, in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition given to it in Step Three, and its subject matter shall not be resubmitted to the grievance procedure.

If the Association wishes to appeal denial of a grievance in Step Three, a Representative of the Association shall, within forty-five (45) calendar days after the date of the Employer's disposition in Step Three, notify the Employer in writing that it elects to take the matter to arbitration. This time limit may be extended by the mutual written agreement of the Employer and the Association.

~~Any grievance involving the application or interpretation of this Agreement may be submitted to arbitration by the Association, provided a demand to arbitrate is filed within forty-five (45) calendar days of receiving the Step 3 answer.~~ Upon receipt of the election to arbitrate by the Hospital, the parties shall proceed in the following manner:

The parties shall use the following panel of three (3) arbitrators on a rotating basis in alphabetical order:

Deborah Brodsky  
~~Mario Chiesa~~ Mark Glazer  
Paul Glendon

~~If more than one case is demanded on the same date, the arbitrator will be assigned based on the date the grievance was filed, the oldest first.~~

The parties agree that the above list shall continue until such time either party desires to change or modify the list. The party desiring the change or modification must notify the other party to this Agreement in writing. Upon such notification, the parties will meet to review the list and mutually agree upon a new or revised panel of arbitrators. Failing agreement, the list will remain as set forth above.

Without mutual agreement between the Association and the Hospital, no more than one (1) grievance may be ~~submitted to arbitration at a time~~ consolidated into a single arbitration hearing.

In the event ~~that the arbitrators named above are unavailable, the Employer and the Association are unable to agree on an impartial arbitrator,~~ the arbitrator will be selected from a list of arbitrators submitted by the American Arbitration Association. A list of seven (7) arbitrators will be requested, with each party having the right to strike three (3) names, alternately. The arbitrator remaining on the list shall serve as the independent arbitrator.

If more than one case is demanded on the same date, the arbitrator will be assigned based on the date the grievance was filed, the oldest first.

The Employer, the Association, and the arbitrator, shall be subject to the following, which shall control if there be conflict with a rule of the American Arbitration Association:

1. Each party shall furnish to the arbitrator and to the other party whatever facts or

material the arbitrator may require to properly weigh the merits of the grievance.

2. The Arbitration Association’s administrative fee and other charges and the arbitrator’s charges for his services and expenses shall be shared equally by the Employer and the Association.

3. The arbitrator’s decision on an arbitrable matter within his jurisdiction shall be final and binding upon the parties and the arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.

4. The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

5. It shall not be within the jurisdiction of the arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer’s rights to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions of this Agreement any limitation of those rights.

6. Only one grievance shall be presented to an Arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same Arbitrator.

7. The Arbitrator shall be bound by and function in accordance with the Labor Arbitration Rules of the American Arbitration Association.

#### REQUIRED PROCEDURE AND TIMING

Procedure	Required Notice	Meeting	Response
<u>STEP ONE: Verbal Procedure:</u> Discussion with Nurse Manager or Nursing Executive	Within <del>75</del> days of the event or <del>75</del> days of when should have reasonably known of the event	Within 5 days of notice	Within 5 days of the meeting
<u>STEP TWO: Written Procedure:</u> Grievance presented to the Nurse Manager/Nursing Executive	<del>Within 175 days of the event from the STEP ONE Response</del>	5 days from the STEP <del>TwoONE</del> notice	5 days from the STEP <del>TwoONE</del> meeting
<u>STEP THREE: Written Grievance to Labor Relations Partner:</u> Presentation of the grievance to the Labor Relations Partner or his/her designee	<del>75</del> days from the STEP TWO Response	Labor/Management meeting following filing date of the grievance	10 days from the STEP <del>ThreeTWO</del> Meeting
<u>STEP FOUR: Arbitration</u>	45 days from the STEP THREE Response		

## **ARTICLE X. EMPLOYEE DEFINITIONS**

**Section 1. Regular Full-Time.** Registered Nurses who are regularly scheduled to work thirty-six to forty (36-40) hours per week or seventy-two to eighty (72-80) hours within a two (2) week pay period shall be classified full-time.

**Section 2. Regular Part-Time.** Registered Nurses who are regularly scheduled to work 20 – 35.99 hours per week, or 40 to 71.99 hours within a two (2) week pay period shall be classified as part-time.

**Section 3. Probationary Employees.** New full-time employees shall work one hundred twenty (120) calendar days and new part-time employees shall work one hundred eighty (180) calendar days on a probationary status. During this period, the Employer shall evaluate the ability of the probationary employee to perform the required work. The evaluation of the clinical skills will be performed by a preceptor. All probationary employees shall be provided with an orientation and instruction program designed to familiarize them with the specific duties and responsibilities of their work requirement. The decision not to retain a probationary employee is the exclusive decision of the Employer and such decision will not be subject to the Grievance Procedure at Article VII. The Hospital may extend the probationary period for an additional thirty (30) days. The Hospital will notify the Association of a decision to extend the probationary period no later than five (5) days prior to the expiration of the initial probationary period. In all other matters, except where otherwise stated in this Agreement or in a policy or benefit plan referenced in this Agreement, Probationary Regular Full-Time and Regular Part-Time employees have the same rights afforded to other bargaining unit members.

**Section 4. Relief/PRN Employees.** Employees who are not regularly scheduled and who may be called to work when needed shall be classified as PRN or relief employees and shall not work beyond six hundred (600) hours in a calendar year without notice to the Union. Relief employees do not accrue bargaining unit seniority or continuous service credits for any time spent in this status. Relief employees will not be used to diminish straight-time work opportunities of regularly scheduled employees provided regularly scheduled employees have the ability to perform available work. These employees will not replace regular employees being pulled to another department, if both the regular scheduled employee and the relief employee are qualified to perform the available work. In this case, the regularly scheduled employee will have the option of where to work. PRN/Relief Employees shall not be covered by this Agreement.

**Section 5. Agency Employees.** Employees hired for a specific period of time not to exceed four (4) calendar months to perform a temporary assignment. Any extension beyond the four (4) calendar month period shall be by mutual agreement between the Hospital and the Association. Agency employees will not accrue bargaining unit seniority or accrue fringe benefits unless retained as a regular employee beyond the temporary service period. Agency Employees shall not be covered by this Agreement.

**Section 6. Temporary Assignment.** A temporary assignment shall be defined as a “block” of time including but not limited to leaves of absence exceeding two (2) weeks. A temporary assignment shall be offered and awarded to bargaining unit employees first prior to offering and awarding the temporary assignment to relief and/or agency employees. Refer to Article XXV, Section 8, for Block Schedule details.

Section 7. Temporary Nurses (e.g. Short Term Option). A nurse hired to work for a defined period of time not to exceed twenty-six (26) weeks. A Temporary Nurse shall not be covered by this Agreement. The employment of a Temporary Nurse will not be extended beyond twenty-six (26) weeks without agreement of the Union. The Medical Center agrees not to engage the services of temporary nurses in order to diminish bargaining unit positions or to permanently replace regularly scheduled full or part-time RNs, whether on active employment or on layoff status. The Medical Center will not hire any nurse as a temporary nurse who is a member of the bargaining unit, or was a member of the bargaining unit within the last twelve (12) months.



**ARTICLE XII.  
LOW CENSUS, RESTRUCTURING, REALIGNMENT AND  
TRANSITION STAFFING, LAYOFF AND RECALL**

Section 1. Low Census. The Employer has a right to temporarily make reductions in the work force due to a reduction in census within a department or shift. The reduction shall be accomplished in the following manner (provided the remaining bargaining unit employees on the unit, department or shift have the ability and qualifications to perform quality patient care services, including that no less than one (1) RN who is charge nurse qualified for Acute Care remains in-house or on-call):

- A. RNs may be reassigned to other departments on the same shift where they are qualified and oriented.
- B. Subcontracted or temporary employees in reverse order of their date of hire.
- C. Any employee, full or part-time, who is or will be during that shift working on a premium pay/overtime basis, in reverse order of their seniority, unless that premium pay/overtime is due to the employee having been mandated during that pay period.
- D. Relief employees in reverse order of their date of acceptance to work the day in question.
- E. The Employer may ask for volunteers starting with the highest senior member, working down the seniority list.
- F. If volunteers cannot be found, the employer will low census any probationary employee.
- G. Any part-time employees who would be working in excess of their normal schedule on the day in question in reverse order of their seniority.
- H. Full and part-time employees in reverse order of their seniority by rotation in the shift and department affected.

Notwithstanding the order of low census set forth above, RNs who are not qualified and oriented as necessary to perform the duties needed at the time of the low census shall be reduced before RNs who are qualified and oriented to perform the duties needed at the time of the low census.

Seniority shall continue to accrue during periods of temporary, low census layoff.

All bidded hours become “regular work hours” for all intents and purposes, including low census determinations.

Voluntary low census days are not counted for purposes of rotational assignments.

Employees taking low census days shall be credited towards all benefits and seniority provided



for in this Agreement for all hours lost.

Employees who have had hours reduced as a result of this Section, will be given a reasonable opportunity for subsequent additional work hours that may become available during the scheduled period in accordance with Article XXV, Section 3, provided they are qualified to perform the work and the work would be performed on a straight-time basis.

Section 2. Restructuring, Realignment and Transition Staffing.

In the event it is determined necessary to consolidate, close units, or make new units, the Hospital will notify the Association of its intent. Prior to implementation, the parties will meet to discuss and consider the impact on the bargaining unit.

When the Hospital elects to eliminate, modify or adjust eight (8), ten (10) or twelve (12) hour shifts in any department, it will realign that department entirely. The Hospital will first prepare and publish a new master schedule for the department two (2) weeks prior to bidding the department schedule. RN's in the unit will be allowed to bid in seniority order to positions if they are qualified to perform the duties. If no position is open in the department for an RN, that person may displace the least senior RN in another department if he/she is capable and qualified to work (i.e., competently trained and requiring only minimal orientation) in the other department, as determined by the Employer. Employees not awarded a position under this procedure either voluntarily or involuntarily will be laid off and shall be entitled to recall per Section 3 of this article. Any positions which remain open following this procedure will be posted per Article XIII - Promotions and Postings of Job Vacancies. Multi-department or Hybrid positions may realign with either department to which they are assigned.

Section 3. Layoff. For any reduction in work force which will last more than seven (7) consecutive days, the following procedure will apply:

A. All subcontracted, temporary and probationary employees shall be laid off on the unit, department or shift affected, provided the remaining employees have the ability and qualifications to perform quality patient services. All available open positions and positions on hold within the bargaining unit shall be frozen as of the date the Hospital notifies the Association. These positions will not be offered to any other applicant until all displaced bargaining unit nurses have completed the layoff process.

B. If further reductions are necessary, the Employer shall designate shift, department or unit to be reduced and the reduction shall take place in the inverse order of seniority, the least senior Registered Nurse first. The employee affected by the reduction may exercise his/her seniority by displacing the least senior Registered Nurse by status in his/her department first and if no such position is available, the least senior RN in any other department in which he/she is qualified to work with only orientation.

C. Full and part-time employees in reverse order of their seniority.

D. All employees exercising their seniority rights must bump same status (full-time or part-time) and shall assume the hours and schedule of the employee they displace.

E. Employees may only displace into positions which they are capable and qualified to work (i.e. currently trained and requiring only minimal orientation) as determined by the Employer.

F. The Association will be notified in writing prior to implementing any layoff procedure. The Employer shall give at least one (1) week notice of layoff to the Association and the impacted employees, or will pay impacted RNs for their regularly scheduled shifts in lieu of notice. Employees will be eligible to maintain their elected core insurance coverages for the remainder of the calendar month in which the layoff occurs.

G. The Employer will not increase the scheduled hours of part-time employees to avoid recalling employees on layoff.

Section 4. Recall. Recall to work shall be in seniority order provided the recall RN(s) has the present qualifications and ability (with orientation) to perform the work in the recalled position.

Section 5. Procedure to Accomplish Recall. When employees laid off for lack of work are to be recalled, the following method will be used by the Employer:

A. The employee will be called by telephone, or notified in person of his/her recall and the date on which he/she is to return to work. If an employee cannot be contacted personally, the Employer will send a certified letter notifying the employee of his/her recall to work and the date of his/her return. The employee will be deemed to have received the letter within three (3) calendar days, excluding Saturdays and Sundays, from the date it is mailed.

B. Any employee notified in accordance with "A" above, who fails to report to work within three (3) working days shall be considered to have quit.

If the date given in the recall notice is a date beyond the end of the three (3) working days period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

It is the employee's responsibility to maintain his correct address and telephone number on file with the Employer, and the Employer will not assume any responsibility in the event notices are not received because the last address or telephone number provided is not correct; provided, in the event of a layoff, a layoff notice will be issued and will contain the name, address and telephone number of the employee. A copy of this notice will be signed by the employee and retained by the Employer.

## ARTICLE XIII.

### ~~PROMOTIONS AND TRANSFERS AND~~ POSTING OF JOB VACANCIES

Section 1. Hospital departments are currently defined in Schedule C. The Hospital retains the right to combine departments, to eliminate departments and to establish new departments after discussion with the Association.

Section 2. A vacancy is defined as a bargaining unit position resulting from a newly created job or one caused by discharge, resignation, retirement, death or permanent disability or transfer. When the Hospital ~~identifies~~ posts a vacancy, it will post the vacancy on the electronic employee portal (i.e. myHR) for a period of one (1) calendar week. Qualified bargaining unit employees who apply for the position during the first calendar week after it has been posted will be given hiring priority in accordance with Section 4, below.

Section 3. Any employee may bid for a change in department or a change in shift by applying through the Hospital's ~~website's "Careers" link~~ electronic employee portal (i.e. myHR) as a current employee if the position is of interest to them. Employees shall receive an e-mail from the Employer verifying that the Employer received the employee's electronic bid.

#### Section 4. Award Procedure.

A. In the event that two or more employees who are qualified bid on the same position, the position shall be awarded to the most qualified employee taking into account her/his skills, ability, experience, education and personnel record. In the event that two or more employees have relatively equal qualifications, the position shall be given to the employee having the most seniority.

B. In the event there are no qualified bidders for an open position in any department, the Hospital will award the job to the most senior employee with the qualifications necessary to be trained for the position when, based upon safety, the cost and amount of training necessary, the time needed to have the senior employee become qualified, the number and types of certifications required for the position, and reimbursement issues (if any), the Hospital determines it is reasonable to do so. In all other circumstances, the Hospital retains the right to hire a qualified new employee from outside the Hospital.

Section 5. An employee who bids for a vacancy and who is not considered qualified shall be given written notification of the reasons for her/his disqualification. Such action shall be a proper subject for the grievance procedure.

Section 6. During her/his first fourteen (14) calendar days on the new job, a successful bidder may elect to return to her/his former job, if she/he so desires, or the Employer may transfer her/him back to her/his former job for just cause. If the job is vacated during such period, the Employer may, at its option, select another bidder from the posting, or it may re-post the job.

Section 7. After an employee's successful transfer to a job for which she/he had bid and been moved, the following shall apply:

A. An RN moving shift to shift, same department shall remain there for three months.

B. An RN moving from department to department, requiring orientation (which typically would take 40-160 hours), shall remain there six months.

C. An RN moving from department to department, requiring training (which would require 40-1000 hours beyond the orientation process), shall remain on her/his shift for six months, and in her department for two years.

Bids and moves may be allowed if the Hospital and the Association mutually agree.

Section 8. The Hospital will make its decision and selection generally within two (2) weeks after the posting period ends. For circumstances in which the Hospital determines it needs more than two (2) weeks for consideration of internal candidates, it will notify the Association, specifying the reason for and the amount of additional time needed. The employee who successfully bids and is accepted shall assume the new position as early as the first day of the next pay period and no later than sixty (60) days after acceptance. The Hospital agrees to make a good faith effort to fill the job within sixty (60) days and to advise the Association of any reasons which would prevent the job from being filled during this period of time.

Section 9. When a temporary vacancy exists, the Hospital will accept qualified volunteers. If more than one (1) RN is interested, the most senior qualified RN will fill the opening provided the Hospital can adequately staff the new opening without using premium time or incurring other unnecessary costs. It is understood, however, that the Hospital will have the option to fill the vacancy if it is determined to be more disruptive to allow a volunteer to move into the temporary position.

**ARTICLE XIV.  
LEAVES OF ABSENCE**

For all leaves of absence, the Hospital may require that notice be provided to a third party administrator (e.g. Sedgwick).

Section 1. Family and Medical Leave (FMLA). The Hospital will provide covered employees up to twelve (12) weeks of unpaid job protected leave for certain family and medical reasons. Employees who have worked for the Hospital for at least twelve (12) months and for 1,250 hours over the previous twelve (12) months of employment are eligible. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations. The provisions of this Article shall prevail in any case of conflict with any other provision of the collective bargaining agreement.

A. Purpose of Leave.

Unpaid leave may be granted for any of the following reasons:

1. To care for the employee's child after birth or placement for adoption or foster care;
2. To care for the employee's spouse, son, daughter or parent who has a serious health condition; or
3. For a serious health condition that makes the employee unable to perform the employee's job.

Up to twenty-six (26) weeks of leave during a single 12-month period may be granted for a spouse, son, daughter, parent or next of kin suffering from a serious injury or illness incurred in the line of active duty in the Armed Forces.

Leaves in excess of the time periods indicated above may be granted pursuant to Section ~~23~~ below.

B. Notice Duration and Certification.

When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt the Hospital's operations. Failure to provide appropriate notice may result in the denial of leave.

Leave for a newborn or newly placed child may be taken only within 12 months from the date of birth or placement of a child and may only be taken continuously.

When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent or a reduce work schedule basis. All time taken will count toward the employee's annual entitlement for family medical leave.

The Hospital will require medical certification to support a request for a leave because of a serious health condition. The Hospital may require that a second opinion be obtained at the Hospital's expense.

The second opinion may not be provided by a health care provider who is regularly employed by the Hospital for such purpose. In the event of a conflicting opinion, the Hospital may call for a third and final opinion for a binding decision. The third opinion shall be offered by a provider selected jointly and in good faith by the Hospital and the employee. The medical certification must include the first anticipated date of absence from service to the Hospital and the expected date of return. The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the employee's presence would be beneficial.

When leave is required for a serious health condition, employees will normally be given 15 calendar days to obtain the necessary medical certifications to support the leave. Employees will be required, unless the Hospital waives the requirement, to rectify the need for the leave at least every 30 days and must report in on a periodic basis no less often than every 30 days with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.

C. Wages and Benefits.

1. When leave is taken for any of the following, the employee is required to use PTO, provided the employee has the option to retain one (1) week of PTO plus two (2) Emergency Personal Days unless the time off is covered by Workers' Compensation or Short-Term Disability benefits:

- A serious medical condition of the employee, or the employee's child, spouse or parent (FMLA); or
- Purposes of child care unrelated to a serious health condition, for which FMLA time may not be used

Employees may be required at the time a leave is taken to note on their leave request paperwork whether or not they choose to retain one (1) week of PTO and two (2) Emergency Personal Days. If the employee fails to indicate this, no PTO or Emergency Personal Days will be retained.

The term "one (1) week" of PTO shall mean the hours that the employee is normally scheduled to work based upon the job position he/she was awarded on the date of hire or based on job bidding. Thus, a full time employee working eighty (80) hours per pay period has the option to retain forty (40) hours of PTO. An employee working seventy-two (72) hours shall have the right to retain thirty-six (36) hours of PTO. A thirty-six (36) hour per pay period employee will have the right to retain eighteen (18) hours of PTO.

2. Any time taken in excess of accumulated paid leave will be unpaid. All time off work which meets the definitions under FMLA will be charged against the yearly FMLA allowance.

3. For leaves of up to twelve (12) weeks under this policy, the Hospital will maintain the employee's health coverage under the applicable group health plans. Any employee contributions to the health plans must be maintained during the leave to retain coverage. An employee's failure to maintain their contributions will result in cancellation of coverage. Employees who fail to return from a leave of absence will be obligated to

reimburse the Hospital for the cost of their paid health coverage, except when the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical or family leave or other circumstances beyond the employee's control.

D. Return to Work.

Upon return from a leave of twelve (12) weeks or less, employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms consistent with the seniority provisions of this agreement. The employee will not lose any employment benefit that accrued prior to the start of the leave. Every effort will be made to return employees on leaves in excess of twelve (12) weeks to the same or a comparable position.

E. Scheduling of Treatment.

Employees who need to schedule treatment shall make every reasonable effort to schedule treatment so as not to disrupt the operations of the Hospital. Should the Employee not be able to schedule treatments outside of his or her normal work schedule, the Hospital, at its sole discretion, may require the Employee to provide proof to the Hospital's satisfaction that the Employee is unable to schedule treatments outside of his or her normal work schedule.

F. Eligible Year.

For purposes of determining eligibility for a leave, the Hospital hereby adopts a rolling 12-month period whereby each time an employee takes family and medical leave, the remaining leave entitlement will be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Section 2. Personal Medical Leave of Absence (PMLOA).

A. Eligibility. An employee who has completed his/her probationary period, who because of a serious health condition is unable to perform his/her job duties, but does not currently meet the eligibility requirements for a FMLA leave of absence under Section 14 of this Article or has exhausted a FMLA leave of absence under Section 1, may apply for a Personal Medical Leave of Absence (PMLOA) for a period up to one (1) year inclusive of any Family Medical Leave. In addition, at the conclusion of the year, employees may apply for an extension for like cause.

B. Notification. When the need for such a leave is foreseeable, the employee is expected to provide thirty (30) days advance notice. When such a leave is not foreseeable, the employee must notify his/her supervisor as soon as possible. In either situation, the employee must provide his/her supervisor/Human Resources Department with a medical certification indicating the reason(s) for the PMLOA, and the expected duration of the leave request. Failure to provide appropriate notification and/or medical certification will result in a denial of the leave request.

C. Retention of Seniority During Leave. Seniority shall be retained and accumulated during the first twelve (12) months of a PMLOA leave.



D. Medical Certification Required. An employee applying for a PMLOA, a PMLOA extension, or returning to work from a PMLOA shall be required by the Hospital to furnish a medical certification to support the leave request (PMLOA leave and leave extension requests shall also include the anticipated dates of disability), or indicating the employee's ability to perform the essential functions of his/her job assignment. For all PMLOA requests in excess of twelve (12) weeks and all PMLOA extension requests, the employee must submit a medical certification from an health care provider approved by the Hospital. Employees will be required, unless the Hospital waives the requirement, to recertify the need for a PMLOA or a PMLOA extension at least every thirty (30) days, and the employee must report to the Hospital and/or third party administrator (as required) on a periodical basis no less often than every thirty (30) days with respect to the anticipated return to work date.

E. Medical Insurance. During an approved PMLOA, the Employer will continue to maintain the employee's health insurance under the applicable group plans. Any employee contributions to the health plans must be maintained during the leave to retain coverage. An employee's failure to maintain their contributions will result in cancellation of coverage.

F. Return to Work. When an employee returns to work from a PMLOA that is in total six (6) months or less (inclusive of FMLA) the employee shall have the right to return to his/her original position unless the employee's right to that position has ended for other reasons. In the event that the employee's health care provider indicated that he/she will not be able to return within the above timeframe the Hospital may fill the position.

When an employee returns to work from a PMLOA that is greater than six (6) months (inclusive of FMLA) then the employee shall be returned to a comparable position provided there is an opening in a comparable position. If there is not such opening, the employee will retain the right to bid on open positions for which he/she is qualified for one (1) year (inclusive of FMLA). Once the employee is released to return to work, the Hospital will notify the employee of the open bargaining unit positions that become available.

~~Section 3. Fitness for Duty. In the event the Employer believes that an employee is unfit to perform her/his job, the following procedures may be followed:~~

~~1. — The Employer shall first request that the employee submit to an examination by a physician of her/his own choosing at no expense to the employee.~~

~~2. — In the event the Employer is not satisfied with the report of the employee's physician or the employee's physician does not submit a report to the Hospital within two (2) weeks of the Employer's first notice to the employee, the Hospital may request an employee to submit to an examination by a physician of its choosing at no expense to the employee.~~

~~3. — If either physician reports that the employee is unable to perform work due to medical disability, the employee shall be relieved of duty and placed on medical leave according to the conditions of Section 2.~~

Section 34. Association Business Leave. An employee covered hereby who is elected or appointed to a full-time office in the Association, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence without pay for her/his term of office. Seniority



shall be accumulated during the first thirty-six (36) months of such a leave of absence, and retained thereafter.

A request for Association business leave of absence shall be in writing and submitted by the President of the Association to the Employer and shall state the purpose for which Association business leave is requested.

Section 45. Educational Leave. Leave of absence up to one (1) year may be granted by the Hospital to employees with at least one (1) year of seniority for educational purposes. Additional leaves may be granted at the option of the Hospital. Employees will be required to use their PTO during such Leave of Absence, and PTO will not accrue during said period of absence.

Section 56. Military Leave. The Employer and the Association agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of his reinstatement thereafter, shall be governed by applicable statutes and case law.

Section 67. Leave of Absence - General.

A. Requests. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of the leave requested. All leaves of absence must be approved in accordance with Hospital procedure. This approval process shall in no way be interpreted to limit employees' rights under FMLA.

B. Holiday and PTO Accrual. During all leaves of absence under this Article, the employee who is on an unpaid leave of absence will not receive pay for the holidays falling within the leave of absence period, nor will the employee accrue any PTO time during the unpaid absence period.

**ARTICLE XV.  
WRITTEN AGREEMENTS**

There are no understandings or agreements or past practices which are binding on either the Employer or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Association until it has been put in writing and signed by both the Employer and the Association.

**ARTICLE XVI.  
STRIKES, WORK INTERRUPTIONS**

Section 1. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Association therefore agrees that there shall be no interruption of these services, for any cause whatsoever, including strikes in sympathy with other units of the Employer, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket Employer's premises. The Association further agrees that there shall be no strikes, sit downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of Employer.

Section 2. The Employer may at its option, discipline, including discharge, any or all employees violating any provision of Section 1 of this Article.

Section 3. During the term of this Agreement the Employer shall not cause, permit or engage in any lockout of its employees.

Section 4. In the event that some employees violate the provision of Section 1 of this Article and such violation is not instigated, called, sanctioned, condoned, or participated in by the Association or its State Representatives, the Employer will not institute proceedings against the Association as an entity, or its officers, to collect damages for that violation; provided that the Association and its officers, shall in good faith take the following action when notified by the Employer of the occurrence of a violation:

A. As soon as possible, furnish the Employer with a signed statement, which shall be to the effect that the work interruption is unauthorized by the Association, in violation of this Agreement, and that any picket lines which may be established are to be ignored; and

B. Within the same time instruct all of its members guilty of such violation to return to work at once, and all of its other members to continue at work; and confirm all such instructions by letter or bulletin within twenty-four (24) hours; and

C. Refrain from giving any aid, encouragement, or support of any sort whatever to employees who are violating the provision of this Article.

**ARTICLE XVII.  
WORK BY SUPERVISORS**

Section 1. Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement. However, supervisors shall not be scheduled to work a bargaining unit shift unless the Hospital has followed the available hours process in Article XXV.

**ARTICLE XVIII.  
HOLIDAY**

Section 1. Benefits For Employees.

A. Benefits for Employees. Subject to the conditions set forth in this Section, the Employer agrees to pay all full-time and regular part-time employees eight (8) hours (prorated for regular part-time employees) of base rate pay at their hourly rate then in effect when a registered nurse is not working on the date of the listed holiday. Employees who do not work the Holiday, and who are regularly scheduled to work a shift longer than eight (8) hours, may choose to use PTO to receive payment up to their regularly scheduled shift length. Holidays include:

New Year's Day  
Martin Luther King, Jr. Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Nurses that work the holiday will receive one and one-half (1 ½) times the employee's base hourly rate, then in effect, for each hour worked; they will also receive a PTO grant of eight (8) hours (prorated for regular part-time) for the Holiday. RNs may request payment of the holiday PTO grant or may choose to leave the hours in their PTO bank. If RNs want payment, it must be noted on their time and attendance sheet no later than the Saturday before payroll Monday.

Section 2. Eligibility For Holiday Benefits. In order to qualify for such holiday pay, each employee must:

A. Work the full number of scheduled work hours the scheduled day before the holiday, the actual holiday and the scheduled day after the holiday (unless the failure to work the full number of scheduled hours is due to low census), or

B. Receive approval in writing from her/his supervisor to take one or more of the scheduled days off in subsection (A) above. In the event of tardiness, in subsection (A) above, of no more than one (1) hour on either the scheduled workday preceding the holiday or following the holiday, the Employer shall permit the employee to collect her/his holiday pay provided the employee can establish a reasonable excuse for such tardiness.

Section 3. The day on which the employee works the majority of her/his hours shall be considered the holiday for employees on the night shift. Holiday pay shall not be used for the purpose of computing overtime if the employee is not otherwise scheduled to work.

Section 4. Employees on layoff or on unpaid leave of absence are not eligible to receive holiday pay as provided for in this Article.

Section 5. If such a holiday falls within a full-time employee's scheduled PTO period, the

employee shall receive a PTO grant of eight (8) hours (prorated for regular part-time) for the Holiday.

A. Requesting Holiday Off. Full-time and part-time employees who work 12-hour shifts may submit a request for up to four (4) holidays off per year ~~(February 1 to January 31), limited further to no more than two (2) for either the winter (October 1 to January 31) or summer (February 1 to September 30) holiday periods. However, the Employer is not under any obligation to honor those requests if after making every reasonable effort the Employer determines it cannot adequately staff for the holiday.~~

Full-time and part-time employees who do not work 12-hour shifts may submit for up to three (3) holidays off per year ~~(February 1 to January 31) limited further to no more than two (2) for either the winter (October 1 to January 31) or summer (February 1 to September 30) holiday periods.~~

Employees should request to take off the next Thanksgiving, Christmas Day, New Years Day, and Martin Luther King, Jr. Day between April 1 and April 30. They should request to take off the next Good Friday, Memorial Day, Independence Day, and/or Labor Day between October 1 and October 30.

However, the Employer is not under any obligation to honor those requests if after making every reasonable effort the Employer determines it cannot adequately staff for the holiday.

B. Scheduling Holidays to Work.

Holidays will be scheduled in the following manner:

The Holidays will be divided into two lists, A and B. List A will be posted on June 1 and List B will be posted on December 1, both lists will remain posted for 10 days. Lists will be physically posted for nurses to sign up. Should the Hospital propose to move to electronic posting, it will provide the Union with advance notice and meet and discuss upon request by the Union. Each nurse, in seniority order, will choose 2 holidays to work from each list when posted. Holiday List A will include Thanksgiving, Christmas Day, New Year's Day and MLK Day. Holiday List B will include Good Friday, Memorial Day, Independence Day and Labor Day. Holidays may be traded with manager approval. Nurses may choose to work additional holidays in place of another nurse with manager approval. ~~Nurses in hybrid Clinical Facilitator positions will sign up for Holidays with the Clinical Facilitator Department.~~ The Hospital will assign Holidays to Nurses that fail to sign up during the 10-day posting period.

Employees will not be assigned to work Christmas Day in consecutive years. If an employee picks up Christmas Day as an extra day, it will not count as an assigned day for purposes of working Christmas Day in consecutive years. Employees are not required to work every other Christmas subject to approved requests for the winter holiday period.

Section 6. No employee shall be required to take an additional day off for working on a holiday.

**ARTICLE XIX.  
PAID TIME OFF**

Section 1. Definition of Paid Time Off. Paid Time Off (“PTO”) includes vacation, personal and medical paid time off.

Section 2. Accrual of Paid Time Off. PTO shall be earned during each pay period based on the number of hours paid to a maximum of eighty (80) hours for all eighty (80) hour employees; a maximum of eighty (80) hours for all seventy-two (72) hour employees with 0-59 months of service; a maximum of seventy-two (72) hours for all other seventy-two (72) hour employees; and a maximum of eight (80) hours for all regular part-time employees. Subject to the preceding maximums, PTO will accrue on hours worked, paid jury duty time, paid bereavement, paid union release time (e.g. Article VI), PTO used on paid time off and paid leaves of absence, as well as hours of low census. PTO will not accrue for on-call hours, unpaid leave, or any other hours. For this purpose, PTO, low census, bereavement, and Jury Duty shall count as hours paid. The PTO Hourly Accumulation Rate is based on Hospital Seniority, not Bargaining Unit Seniority, as defined in Article 11, Section 1. Paid Time Off shall accrue for each full-time and regular part-time employee asat the rates set forth below:

**72-Hour Employees**

Months	Maximum PTO Hours/Year	Max/PP	Hourly Accumulation Rate
0-35	148	5.69232	0.071154
36-59	168	6.46152	0.080769
60-119	196	7.538472	0.104701
120-999	232	8.923104	0.123932

**80-Hour Employees and Regular Part-Time Employees**

Months	Maximum PTO Hours/Year	Max/PP	Hourly Accumulation Rate
0-35	148	5.69232	0.071154
36-59	168	6.46152	0.080769
60-119	208	8	0.1
120-999	248	9.53848	0.119231

Section 3. Rate of Pay. PTO shall be computed on the basis of the employee’s current rate of pay at the time the PTO is taken. PTO will be paid on an employee’s regular bi-weekly paycheck. Each employee will have a record of available PTO hours on their pay stub.

Section 4. Scheduling. PTO will be scheduled by the Hospital at mutually convenient times. Requests for PTO of three (3) days or more must be submitted at least thirty (30) days in advance of the desired PTO period. The Hospital’s response granting or denying the PTO request must be returned electronically within fourteen (14) days of submission of the request. A request for PTO of less than three (3) days must be submitted at least seven (7) days in advance of the desired PTO period.

Employees may request ~~special-longer~~ PTO periods by submitting the appropriate PTO request ~~between January 1 and March 1. An employee must submit a request between April 1 and April 30 of a given year in order to take three or more consecutive days of PTO between the dates of November 1 of that year and April 30 of the following year. An employee must submit a request between October 1 and October 31st of a given year in order to take three or more consecutive days of PTO between the dates of May 1 and October 31 of the following year.~~

The Hospital will make a reasonable effort to allow employees to take their PTO at the desired time. If this proves to be unsuccessful, the employee with the most bargaining unit seniority in the relevant classification and department will be given first consideration. The Hospital shall notify those employees who have submitted special requests of its approval or denial of their request no later than 30 calendar days after the deadline to submit requests, March 30.

Employees who fail to request their desired PTO in accordance with the above ~~by March 1 and employees who so request a PTO period that will begin prior to March 1~~ shall not be entitled to exercise their seniority to gain preferential consideration. Such requests will be considered and acted upon on a first-come, first-served basis alone.

For scheduling purposes, each department shall grant PTO on the basis of their own staffing levels. At least one RN per unit per shift will be allowed to take PTO, unless unforeseen circumstances make the Hospital unable to provide adequate staffing.

PTO scheduled and approved by the Hospital shall not be recalled except under extreme emergency situations.

An employee must have sufficient accrued and/or accruable PTO hours to cover a PTO request.

Section 5. Maximum Accumulation of PTO. Employees may accumulate up to 320 hours in their PTO bank. When an employee's PTO balance reaches the accumulation maximum, PTO accrual will be suspended until the employee uses PTO and brings their PTO balance under the maximum allowed amount of hours.

Section 6. PTO Emergency Personal Days (EPD). Eligible employees who average forty (40) hours or more per pay period on a regularly scheduled basis are entitled to ~~two-three (32)~~ emergency personal days (EPD) per calendar year; ~~one that may be used between January 1 and June 30, and one that may be used between July 1 and December 31.~~ New employees opportunity to use EPD will be prorated during their first year of employment as follows: If hired between January 1 and April 30 – 3 EPD; if hired between May 1 and July 31 – 2 EPD; if hired between August 1 and December 31 – 1 EPD. must have a seniority date of April 1 or earlier to be eligible for the first half-year EPD. New employees must have a seniority date of October 1 or earlier to be eligible for the second half-year EPD. In addition, at the time the employee takes the emergency personal day, they must have sufficient time in their PTO bank to cover the time taken. Emergency personal days provided for in accordance with this section shall not be counted as attendance occurrences. However, utilization of EPD on a holiday or last scheduled work day before or after a holiday will count as an attendance occurrence. Employees will be required to stipulate they are utilizing EPD at the time they call in (EPDs cannot be scheduled in advance or designated retroactively).

Section 7. Overtime. PTO does not count as time worked for purposes of overtime



calculations.

Section 8. An employee may not receive both full paid time off hours plus the full paid insured accident and sickness benefit detailed in Article XX (Insurance and Retirement). These benefits must be coordinated, and at no time while on leave should an employee be paid an amount greater than their regular base rate compensation.

Section 9. Sell Back of PTO. Eligible employees may sell back PTO in accordance with Hospital policy.

Section 10. Benefits Upon Employee Termination or Death. Employees with greater than ~~one (1) year~~ 180 days of seniority who terminate their employment will be paid for all unused and accrued PTO, ~~which will be paid according to the following schedule,~~ provided the employee provides at least two (2) weeks' notice of their voluntary resignation.:

- ~~1. Employed one (1) year but less than five (5) years 50% of PTO is paid out; and~~
- ~~2. Employed five (5) years to fourteen (14) years 75% of PTO is paid out;~~
- ~~3. Employed fifteen (15) years or more 100% of PTO is paid out.~~

Employees who are terminated for cause will not be paid any unused and accrued PTO. Upon the death of an employee, payment of unused and accrued PTO shall be paid at 100% to the legal beneficiary(s) of the employee or their estate, in accordance with applicable State laws.

**ARTICLE XX.  
INSURANCE AND RETIREMENT**

Section 1 – Flexible Benefits. A flexible benefit plan will be provided by the Hospital to all eligible and properly enrolled part-time and full-time employees. Benefits will begin on the first of the month following date of hire. All benefits are subject to the terms and conditions of the Plan documents, which are incorporated herein by reference. Coverage options will include medical coverage, prescription, dental, vision, short-term disability, long-term disability, life, supplemental life and AD/D.

Employees will be offered benefits on the same terms and conditions as other hourly Hospital employees, including but not limited to, the same coverage levels and copays as offered to other hourly Hospital employees. The parties acknowledge that the plans may change during the term of this agreement. The Hospital shall provide the Union with written notice of known plan design changes ~~to the SmartHealth Product~~ on or before October 1 of each year, and an opportunity to bargain regarding changes that are not substantially similar to the plan that is in place at that time. The Union must request to bargain in writing within two (2) weeks of receiving the notice. Otherwise, the Hospital has the right to unilaterally implement all plan design changes which include but are not limited to changes in deductibles, co-insurance maximums, co-pays and prescription coverage.

Premium Cost Share: For the core benefits (Medical, Dental, and Vision), the Hospital agrees to pay at least 75% of the premium cost. For all other benefits, employees will have the same premium cost shares as other hourly Hospital employees, which are subject to change during the term of this Agreement.

Section 2 - Retirement.

All retirement benefits are subject to the terms and conditions of the Plan documents, which are incorporated herein by reference.

Effective December 31, 2019, the Allegan General Hospital 403(b) Plan will be frozen.

Effective January 1, 2020, eligible bargaining unit employees may participate in the Ascension Healthcare Retirement Program on the same terms and conditions as other hourly non-bargaining unit employees of the Hospital. ~~By way of example, the annual Employer Automatic Contribution in the Ascension Health Retirement Program for plan year 2020 is as follows:~~

<u>Contribution</u>	<u>Years of Service</u>
<u>2%</u>	<u>Less than 5 years</u>
<u>2.5%</u>	<u>5—9 years</u>
<u>3%</u>	<u>10—14 years</u>
<u>3.5%</u>	<u>15 or more years</u>

If, during the term of this Agreement, the Hospital increases the Employer Matching Contribution for any other group of employees employed by the Hospital, it will increase the Employer Matching Contribution for employees covered by this Agreement on the same terms and conditions.

**ARTICLE XXI.  
BEREAVEMENT PAY**

When death occurs in an employee's immediate family, i.e., spouse, parent or step-parent, parent or step-parent of a current spouse, child or step-child, brother or sister or grandchild, grandparent, son-in-law or daughter-in-law, the employee on request will be excused for up to three (3) normally scheduled consecutive work days immediately following the date of death. An employee who misses a scheduled day of work due to the death of an aunt/uncle, brother-in-law/sister-in-law or grandparent-in-law shall receive one (1) day of paid funeral leave for the day of the funeral. The employee shall be allowed to take up to two (2) additional days of bereavement leave with or without pay and charge them to his/her PTO bank at the employee's discretion, provided, however, that the employee has PTO in his/her bank.

In circumstances where the funeral or memorial service is held other than immediately or shortly after death (i.e., 3 to 5 days), the employee can ask to take bereavement leave at that later time.

An employee excused from work under this Article shall receive the amount of wages she/he would have earned by working during straight-time hours on such scheduled days of work for which she/he is excused. Wages paid under this Article shall count as time worked in calculating overtime pay.

Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of her/his immediate family (as defined in this Article). Time off will be granted only when it is consistent with this purpose.

This entire Article only applies to employees who work twenty (20) hours or more per week on a regularly scheduled basis.

**ARTICLE XXII.**  
**JURY DUTY**

Section 1. Jury Duty is a compulsory requirement as defined by applicable County, State, or Federal laws.

A. The Hospital will pay employees who regularly work twenty (20) or more scheduled hours per week and who are summoned and report for jury duty their base rate of pay, excluding all premiums or call pay, for the number of hours they would have been scheduled to work.

B. An employee who volunteers (without being summoned) for jury duty will not receive any jury duty pay as defined in this Article.

C. An employee who is summoned as a witness in a trial is not eligible for jury duty pay as defined in this Article. An employee who is summoned as a witness on behalf of the Hospital will be paid their regular straight-time wages for the applicable time spent.

Section 2. In order to receive payment, an employee must give their Manager/Supervisor prior notice that they have been summoned for jury duty and must furnish satisfactory evidence that they reported for and/or performed jury duty on the days for which they claim such payment

Section 3. Day shift employees must call in to work if jury duty conflicts with their scheduled work hours and the employee is released from duty prior to the end of their shift. For example, an employee who served a half day of jury duty is required to contact their supervisor and if requested must work the remainder of their scheduled shift. However, the total time spent on both jury duty and work in a day shall not be more than the employee's normal and customary work hours, without consent of both the employee and the Hospital.

Section 4. Evening shift employees will be scheduled off the same day as their jury duty requirement. Employees will be expected to work their next scheduled shift unless the jury duty requirement spans consecutive scheduled work days. If an employee is not chosen to report for jury duty on a specific day, they are required to contact their Manager/Supervisor and, if requested, must work their scheduled shift that evening.

Section 5. Night shift employees will be scheduled off the night before their jury duty requirement. Employees will be expected to work their next scheduled shift unless the jury duty requirement spans consecutive scheduled work days. If an employee is not chosen to report for jury duty on a specific day, they are required to contact their Manager/Supervisor and, if requested, must work their scheduled shift that night.

Section 6. The Hospital may provide on-call shifts to cover evening and night shift employees who are scheduled for jury duty. If the employee is not chosen to report for jury duty on a specific day, and they work their scheduled evening or night shift, the employee taking the On-call shift will receive on-call pay as defined in Schedule A, III, C.

Section 7. The Employer's obligation to pay an employee for jury duty is limited to a

maximum of thirty (30) days in any calendar year. Additional time may be granted at the discretion of the Hospital in unusual situations.

Section 8.                    Wages and Benefits.

A.        Hours spent on jury duty will count as hours paid for PTO computation purposes.

B.        The Hospital will maintain the employee's health coverage under the applicable group health plans. Any employee contributions to the health plans must be maintained to retain coverage. An employee's failure to maintain their contributions will result in cancellation of coverage.

C.        Employees shall receive holiday pay for holidays occurring while they are on jury duty.

Section 9.        The Hospital will not provide employees with letters requesting to be excused from jury duty.

**ARTICLE XXIV.  
HOURS OF WORK**

Section 1. Work Week. The regular scheduled work day of a nurse shall consist of eight (8), ten (10), or twelve (12) hours in a twenty-four (24) hour period depending upon the schedule option which applies to that nurse. A twenty-four (24) hour period for purpose of this section begins at the time the employee commences work for a work shift. For schedule and payroll purposes, a week begins at 7:00 AM- Sunday and ending at 7:00 AM- the following Sunday. This shall not affect the Hospital’s right to lay employees off for lack of work.

For patient safety limits the weekly maximum number of hours that a nurse can work is sixty (60) hours per week and/or seven (7) day period.

Section 2. Shift Hours - Eight/Ten/Twelve Hour Employees. The first shift or day shift is any shift that regularly starts on or after 5:00 AM. but before 1:00 P.M. The second shift or evening shift is any shift that regularly starts on or after 1:00 P.M. but before 9:00 P.M. The third shift or night shift is any shift that regularly starts on or after 9:00 P.M. but before 5:00 A.M. The current work shifts are as follows:

<u>Eight-Hour Employees</u>	<u>Ten-Hour Employees</u>	<u>Twelve-Hour Employees</u>
<u>1<sup>st</sup> shift:</u> 7:00 A.M. to 3:30 P.M. <u>2<sup>nd</sup> shift:</u> 3:00 P.M. to 11:30 P.M. <u>3<sup>rd</sup> shift:</u> 11:00 P.M. to 7:30 A.M.	<u>1<sup>st</sup> shift:</u> 7:00 A.M. to 5:30 P.M.  (Note: in Surgery this is a flex schedule and start and end times may change depending on patient demands.)	<u>Day:</u> 7:00 A.M. to 7:30 P.M. <u>Night:</u> 7:00 P.M. to 7:30 A.M.

The Association will be notified at least two (2) weeks in advance of general changes in shift times. Such general changes will be discussed in advance between the Association representatives and the Hospital.

Section 3. Rest and Lunch Periods. Each employee covered by this Agreement shall receive one (1) fifteen (15) minute paid rest period during each four (4) hours worked per day and a thirty (30) minute lunch period for each eight (8) hours worked on an unpaid basis. “No lunch” must be approved by the Manager/Supervisor, and will not be used for the purpose of leaving early and being paid a full shift-~~(except as provided in Schedule A, III, D).~~

Section 4. Mandatory Overtime.

A. There shall be no limitation of the Hospital’s right to schedule or require reasonable amounts of overtime work, except as set forth in this Section 4 of Article XXIV (Overtime). Mandatory overtime will not be assigned to an individual RN more than forty (40) hours per quarter. Volunteering to work overtime will not count toward the forty (40) hours considered as mandatory overtime. Mandatory overtime will be assigned by the Director of Nursing or their designee. Mandated employees shall receive overtime pay in the amount of one and one-half times their base rate of pay for all hours worked in excess of their scheduled shifts. RNs shall not be required to work in excess of 16 hours within a 24 hour time period. The parties agree that assigning

mandatory overtime should not be used as a strategy to staff the Hospital under normal circumstances. An RN who is mandated to work beyond his/her normal shift or brought in on call will be provided an option at the RN's discretion to have a 9 hour rest period before the start of the RN's next shift.

The following guidelines will be observed for staff replacement before assuming mandatory overtime.

1. The Hospital will seek volunteers from among those who are not on duty and who are qualified to work the open position in the following selection order, with the most senior employee receiving first preference:

- RNs who have lost a full shift of regular hours due to mandatory low census in the current pay period by seniority, may pick up a full shift that will not result in overtime, provided the RN signs up in the log or by another designated method.
- Full-time, part-time staff by seniority (not on overtime)
- Relief staff (not on overtime)
- Full-time, part-time staff (on overtime)
- Relief staff (on overtime)

2. A nurse who does not want to volunteer for overtime will fill out a Nursing Roster Data Change Sheet and keep it in the staffing office provide it to their manager. Filling out this sheet and waives his/her the right to be called until said waiver is revoked by the nurse.

3. The Hospital will seek volunteers from among staff who are already working and are qualified to fill the vacancy. This applies to staff house-wide.

4. Mandatory overtime will be assigned to the least senior employee qualified to do the work on the basis of Hospital-wide seniority.

5. RNs can refuse mandatory overtime without consequence or discipline if the RN is too tired such that their physical condition would render her/himthem unable to provide adequate care and provided further that the RN has worked at least 12 hours in the preceding 24-hour period.

6. When an employee who regularly works 7:00 a.m. to 7:00 p.m. is requested by the Hospital to change theirs/his/her work schedule to 11:00 a.m. to 11:00 p.m. and then return the following morning to work his/hertheir regularly scheduled shift of 7:00 a.m. to 7:00 p.m., will receive time and one-half for the first four (4) hours on the return (double back) shift, with the parties' understanding that there will be no pyramiding or duplicating of hours for purposes of overtime pay.

~~Section 5. Pay Period Scheduling. Employees who work on a ten (10) or twelve (12) hour schedule shall be assigned work on a seven (7) day schedule basis. All provisions of the agreement~~

~~which provide for the payment of overtime based upon hours worked in excess of eight (8) hours in any work day are inapplicable to this group of employees. Instead, employees in this group shall receive overtime pay for hours worked in excess of forty (40) hours in a seven (7) day period commencing at 7:00 A.M. on each Sunday. No pyramiding or duplicating of hours for overtime purposes shall be allowed. {agree to move to Schedule A, Section V}~~



## **ARTICLE XXV. SCHEDULING**

Section 1. General Scheduling. The work schedule established by the master schedule will encompass a forty-two (42) day period. ~~Nursing Administration Management~~ will plan the nurse's work schedule for each six (6) week period, and will post such schedule at least four (4) weeks in advance of the schedule's beginning. Electronically posted schedules may be subject to temporary changes when unusual circumstances prevail. Temporary changes shall be construed to mean changes that will last no longer than seven (7) days.

A. An employee shall be scheduled off work a minimum of every other weekend if she/he so desires and if adequate numbers of employees are available to staff the Hospital.

B. Twelve (12) hour part-time or full-time employees will be scheduled every third weekend unless she/he desires every other weekend or it is a requirement of the bidded position.

C. ~~Nursing Administration Management~~ will make a reasonable effort to accommodate employee requests if the request is made one (1) week in advance of a schedule posting deadline for a personal day using PTO and thirty (30) days in advance of a schedule posting deadline for vacation using PTO.

D. No employee will be scheduled to work more than five (5) consecutive days without their prior approval.

Under such circumstances, the Hospital reserves the right to adjust an employee's shift assignment or schedule, when necessary, to maintain operating efficiency and/or optimum patient care. In effectuating this right, the Hospital shall first seek qualified volunteers from the bargaining team and if none are available, then shift or schedule changes shall apply to qualified employees with the least seniority.

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

E. Registered Nurses awarded available hours in a clinical position outside of the bargaining unit will be obligated to work those shifts and can only be cancelled for returns from Leaves of Absence, orientation, or PTO cancellation of employees from outside of the bargaining unit.

Section 2. Work Scheduling. The Hospital will establish a master schedule which will be kept and maintained on a computerized scheduling program that is accessible on-line and will not be unreasonably changed. Positions on the schedule will be assigned, giving seniority preference, from among those bidding to a department and status (full-time or part-time). A master calendar, projecting key dates and deadlines pertaining to upcoming schedule cycles, will be posted on the computerized scheduling program.

Nursing units that utilize self-scheduling will have their schedules posted on the computerized scheduling program and are required to follow the scheduling process in this Article.

Scheduling Process. The following sequence of events will take place when preparing a staffing schedule;

A. The master schedule for a defined ~~four (4) to~~ six (6) week time period will be prepared, taking into consideration employee's benefit (PTO, education, etc.) and medical leave days. ~~Float Nurses will be inserted into the schedule in the areas where there are available hours.~~

B. This schedule and its subsequent available hours will be posted, by nursing unit, in the computerized scheduling program on Monday morning of the appropriate week in the scheduling cycle.

C. During the first and second week following this posting any (part-time, full-time, relief staff) employee may sign up for vacancies on a holes list, provided they are qualified to work in that nursing unit and designated role.

D. At 8:00 a.m. on Friday of the second week, the holes list will close.

E. The Hospital designee will then review the bids and assign available hours in the following order:

- Full-time, part-time staff by seniority (not on overtime)
- Relief staff (not on overtime)
- Full-time, part-time staff (on overtime)
- Relief staff (on overtime)
- Any other qualified source.

F. Employees are hereby allowed to bid for available hours in a clinical position with a minimum bid of four (4) hours (preference will be given to employees that sign for the full shift) and bids will be awarded according to the process outlined in Article XXV, Section 2E and Section 3A. This applies to available hours from the master schedule (Art. XXV, Section 2, Subsection F) and unscheduled absences (Art. XXV, Section 3).

G. An electronic message will be sent to employees in an attempt to fill any remaining available hours. The Hospital's sole obligation is to notify employees electronically. The Hospital shall document the electronic bid from the employee, indicating the time and date the bid was made and by whom it was made. The Hospital will assign the work to the highest senior individual with unit specific competency as recorded in the Staff Roster book. A nurse may be contacted for this process by text instead of electronically, as long as that nurse has previously requested this change in writing.

H. The Hospital designee will post a final schedule on the computerized scheduling program by 5:00 p.m. on Friday of the third week.

- I. Remaining vacancies will be filled on a first come/first serve basis.

~~Clinical Facilitator will be assigned to different units as necessary to accommodate the needs of the overall nursing department staffing requirements. In the event that the Clinical Facilitator is not available to work in an open position, Regular staff may be reassigned to a different unit in an effort to accomplish adequate staffing coverage.~~

Any nurse scheduled into available hours shall be obligated to work that assigned shift as if it had been scheduled initially. Bidded hours for all intents and purposes become regular work hours.

~~Nursing Administration~~Management will maintain a schedule on the computerized scheduling program and update said schedule on a daily basis with the work record of the relief nurses, agency nurses and contracted traveling nurses.

A nurse scheduled to their bidded department will not be moved to another department unless, in the Hospital's judgment, the nurse assigned to cover is unable to perform proficiently the duties of the open position.

Section 3. Unscheduled Absences. Openings which occur after the schedule is posted electronically will be filled using the following procedure:

A. Utilizing the Staff Roster, ~~the Clinical Facilitator~~Management will attempt to contact staff in the order below, utilizing seniority and unit-specific competency. ~~If the Clinical Facilitator has an assignment, the RN will coordinate with the Manager to make staffing calls. In the absence of a Clinical Facilitator, the staffing calls will be the responsibility of the Manager.~~

- RNs who have lost a full shift of regular hours due to mandatory low census in the current pay period by seniority, may pick up a full shift that will not result in overtime, provided the RN signs up in the log or other designated method;
- Full-time, part-time staff by seniority (not on overtime);
- Relief staff (not on overtime);
- Full time, part-time staff(on overtime);
- ~~Relief staff (on overtime).~~Any other qualified source.

B. The Hospital's sole obligation is to make one (1) telephone call to those individuals on the Staff Roster for that department, in order of seniority, utilizing the employee's individual request preference as a guide. The Hospital shall document the call, indicating the time and date the attempt was made and by whom it was made. A nurse contacted pursuant to this procedure may refuse the assignment without penalty. The Hospital may assign the work to the first individual it can contact following this procedure without liability to those who could not be reached. A nurse may be contacted for this process by text instead of telephone

call for available hours, as long as that nurse has previously requested this change in writing.

C. A nurse who accepts work under this provision must report for the assignment as if it had been scheduled initially.

D. A nurse scheduled to their bidded department will not be moved to another department unless, in the Hospital's judgment, the nurse assigned to cover is unable to perform proficiently the duties of the open position.

Section 4. Temporary Department Reassignment/Transfers. Employees ~~will~~ may at times be asked to work another department, where they are qualified and oriented, based on the needs of the nursing departments, ~~on a rotation basis from among those scheduled to work on the affected shift and day. A list will be maintained in the Nursing Office.~~ When there are no employees who volunteer to work the other department, the least senior employee scheduled to work on the affected shift and day will be assigned to the other department.

Also, the Hospital may request bargaining unit RNs to volunteer to temporarily be reassigned to another department within and among other Ascension Michigan facilities. RNs are not required to accept reassignment to other facilities. RNs will not be required to take a patient assignment at the other facility unless they are qualified and oriented. RNs will be reimbursed for mileage (at the current IRS rate) for any difference in their commute. For example, if their commute from home to Allegan is 5 miles, and their commute from home to the other Ascension Michigan facility is 35 miles, they will be reimbursed for 30 miles. When an RN agrees to be reassigned to another Ascension Michigan facility and accept a patient assignment, they will be paid a minimum of an additional \$5.00/hour for a weekday shift and \$10/hour for a weekend shift, but the Hospital may offer an increased incentive rate.

Section 5. Orientation. All employees, including relief employees shall be oriented by the Hospital according to Ascension Borgess orientation guidelines.

All current employees may be oriented to an area of secondary interest based upon the needs of the Hospital.

Orientees shall not be counted as staff for purposes of scheduling.

Employees who have been awarded hours for an employee on orientation will be obligated to fulfill those hours. If an employee comes off orientation earlier than expected and their hours have already been awarded, those employees will be given a two (2) week notice of the cancellation of the previously awarded shifts.

Section 6. Returning from LOA. Employees returning from a Leave of Absence pursuant to Article XIV will resume their schedule, and any of their hours awarded to a Registered Nurse per Article XXV will be cancelled to allow for employees to return to work.

Section 7. Canceling PTO. Employees who choose to cancel PTO which has been awarded shall resume their schedule if their shift(s) have not been awarded per Article XXV. If the Employee provides their manager or designee with two (2) or more weeks notice of the PTO date, the Employee will be placed back into their schedule and awarded hours will be cancelled. If the Employees provide their manager or designee with less than the two (2) weeks notice, and their schedule has been filled, then the Employee will not be awarded their shift and will be required to

take the PTO time as previously awarded. ~~This shall apply to available hours awarded for MNA.~~

Section 8. Block Schedules. Block schedules are defined as continuous periods of available hours on a schedule in excess of two (2) weeks when the Hospital is provided four (4) weeks or more written notice. Refer to Article X (Employee Definitions), Section 6, Temporary Assignment, for additional information. Discussion will include, but not be limited to, the following for purposes of developing Block Scheduling:

- Utilize to cover schedules for absences including leaves of absence, PTO, vacancies, etc.
- Posting process for Block Schedules
- Awarding of Hours seniority, partial versus full-block, etc.
- Return to position from block schedule awarded
- Block schedules shall be filled as follows:

1) Employees can bid as an individual or with other employees to cover the entire block only and preference will be given in order of seniority, highest to lowest; and

2) If no employee(s) as an individual or a group can cover the entire block, the Hospital, at its discretion may fill the block including using outside resources/agencies.

Otherwise normal posting, scheduling, rules and all other terms of the Collective Bargaining Agreement apply.

**Section 9. Implementing Scheduled On-Call.** The Hospital has the right to implement scheduled on-call requirements. If the Hospital decides to implement scheduled on-call requirements for bargaining unit members, it will provide the Association with advanced notice and bargain the effects of that decision, which may include discussions about the process and timeline for implementing the change.

**ARTICLE XXVI.**  
**IN-SERVICE TRAINING AND CONTINUING EDUCATION**

Section 1. Any in-service training taken by the nurse at the request of the Hospital shall be compensated for at the regular base rate of the nurse (for hours lost from scheduled employment).

Nurses who are required by the Hospital to attend in-service training during off duty hours will be paid for such time as worked time. Call in pay does not apply to such time.

Nurses who attend staff meetings shall be paid for such time at their straight time rate. Such time shall be counted for overtime purposes.

Section 2. Each calendar year each nurse shall be entitled to the reimbursement fee up to \$250 for the following, subject to the approval of the employee's manager: registration and material fees for attendance at seminars; books, magazines, journals, review course, other educational materials and technology formats as may be developed (such as but not limited to computer software and educational videos) are compensable under this Article. This will also cover the fee for completion and verification of modules generally found in professional magazines and/or journals.

In the case of seminars only, the following shall apply: each nurse shall be entitled to attend six (6) educational seminar days during the term of the agreement. Employees will be reimbursed up to a total of seven hundred fifty (750) miles times the current Federal mileage rate for education seminar travel during the term of the agreement. This reimbursement may be used for any mode of transportation (ex. - car, plane, train). Each nurse shall be paid for lost scheduled work time up to six (6) days and one-half (1/2) of reasonable expenses. Seminar attendance will be approved by the immediate supervisor and, if appropriate, the Director of Nursing, for those who are working in the relevant area of study. The seminar day may also be used on the day of certification exams taken by an RN in the area of the nurse's current work.

Nurses required by the Hospital to pursue a course study or seminar as a condition of employment shall be paid for lost scheduled work time, registration fees or tuition fees, books, special fees (i.e. lab fees, etc.) and all reasonable expenses (to include mileage).

Section 3. Tuition Reimbursement. The Hospital agrees to continue in effect its current tuition reimbursement plan.

## **ARTICLE XXIX. COMPENSATION**

~~The parties agree that the compensation schedule for a registered nurse in this bargaining unit shall be as set forth in “Schedule A” attached hereto and made a part of this Agreement.~~

~~No new hire shall be placed on the scale above an existing nurse with comparable professional service experience. At the monthly labor management meetings, the parties will discuss recent new hires with professional experience and at what pay step the Hospital has placed them.~~

~~Thereafter, each nurse shall be paid in accordance with the compensation levels shown on Schedule A.~~

### **SCHEDULE A REGISTERED NURSES**

#### **I. Wages.**

Effective February 4, 2024 (“Wage Effective Date”), the wage scales below shall become effective. RNs employed by the Hospital as of the Wage Effective Date will be placed on the wage scales based on Years of Licensure. The term Years of Licensure shall be defined as the amount of full calendar years from the RN licensure date in any state of the United States of America to January 1, 2024 for RNs employed by the Hospital as of the Wage Effective Date. For example, a RN with a RN licensure date of October 1, 2009, will be credited with fourteen (14) Years of Licensure and placed at Step 15 of the wage scale as of the Wage Effective Date. RNs hired following the Wage Effective Date will be placed on the wage scale based on the amount of full calendar years from their RN licensure date to their date of hire. The Hospital will have the sole discretion in evaluating and determining the amount of credit provided for a RN license obtained in a location outside of the United States.

No RN shall have their pay rate decreased as a result of implementation of this new wage scale. If placement on the wage scale would result in a decrease, the RN will be placed on the wage scale at the step closest to but above their current rate.

The parties understand that the Wage Effective Date is different from the implementation date of the wage increases. The increases will be effective on the Wage Effective Date, but may take longer to be programmed and implemented.

RNs on a leave of absence on the Wage Effective Date, will be placed on the wage scales effective on the first day of the first full pay period following return from the leave of absence. RNs on a leave of absence at the time of any other wage increase or adjustment will receive the increase or adjustment effective on the first day of the first full pay period following their return to work from the leave of absence.

For RNs employed on or before the Wage Effective Date, any and all grievances challenging a RN’s placement on the wage scale and seeking back pay must be filed within sixty (60) calendar days of the first pay date that includes the new wage rate. For RNs hired after the Wage Effective Date, or RNs on a leave

of absence on the Wage Effective Date, any and all grievances challenging a RN's placement on the wage scale and seeking back pay must be filed within sixty (60) calendar days of the first pay date that includes their new wage rate. The Hospital and the Union agree that any and all such grievances filed after the sixty (60) calendar day deadline are not arbitrable and will not be submitted to arbitration. An arbitrator shall not have jurisdiction to hear such grievances. Grievances filed within the sixty (60) calendar day deadline shall be initiated at Step 3 of the CBA's Grievance Procedure. RNs may file a grievance after the sixty (60) calendar day deadline challenging their initial placement on the wage scale, but will only be entitled to have their step placement corrected going forward, and will not be entitled to backpay under any circumstances.

**Year 2:** Effective on the first day of the first full pay period following the one year anniversary of the Wage Effective Date, RNs will advance one step on the wage scale. For example, an RN who is on Step 4 in the Year 1 scale will move to Step 5 in the Year 2 scale. RNs at the top of the scale will receive a lump sum payment equal to 2% of budgeted base earnings.

**Year 3:** Effective on the first day of the first full pay period following the two year anniversary of the Wage Effective Date, RNs will advance one step on the wage scale. For example, an RN who is on Step 5 in the Year 2 scale will move to Step 6 in the Year 3 scale. RNs at the top of the scale will receive a lump sum payment equal to 2% of budgeted base earnings.

The following RN wage scale shall be effective from the Wage Effective Date through the term of this collective bargaining agreement:



<u>Year of Licensure</u>	<u>Step</u>	<u>Year 1 Rate</u>	<u>Year 2 Rate</u>	<u>Year 3 Rate</u>
<u>&lt;1</u>	<u>1</u>	<u>\$33.44</u>	<u>\$33.44</u>	<u>\$33.44</u>
<u>1</u>	<u>2</u>	<u>\$34.11</u>	<u>\$34.11</u>	<u>\$34.11</u>
<u>2</u>	<u>3</u>	<u>\$34.79</u>	<u>\$34.79</u>	<u>\$34.79</u>
<u>3</u>	<u>4</u>	<u>\$35.49</u>	<u>\$35.49</u>	<u>\$35.49</u>
<u>4</u>	<u>5</u>	<u>\$36.20</u>	<u>\$36.20</u>	<u>\$36.20</u>
<u>5</u>	<u>6</u>	<u>\$36.92</u>	<u>\$36.92</u>	<u>\$36.92</u>
<u>6</u>	<u>7</u>	<u>\$37.66</u>	<u>\$37.66</u>	<u>\$37.66</u>
<u>7</u>	<u>8</u>	<u>\$38.41</u>	<u>\$38.41</u>	<u>\$38.41</u>
<u>8</u>	<u>9</u>	<u>\$39.18</u>	<u>\$39.18</u>	<u>\$39.18</u>
<u>9</u>	<u>10</u>	<u>\$39.96</u>	<u>\$39.96</u>	<u>\$39.96</u>
<u>10</u>	<u>11</u>	<u>\$40.76</u>	<u>\$40.76</u>	<u>\$40.76</u>
<u>11</u>	<u>12</u>	<u>\$41.58</u>	<u>\$41.58</u>	<u>\$41.58</u>
<u>12</u>	<u>13</u>	<u>\$42.41</u>	<u>\$42.41</u>	<u>\$42.41</u>
<u>13</u>	<u>14</u>	<u>\$43.26</u>	<u>\$43.26</u>	<u>\$43.26</u>
<u>14</u>	<u>15</u>	<u>\$44.12</u>	<u>\$44.12</u>	<u>\$44.12</u>
<u>15</u>	<u>16</u>	<u>\$45.01</u>	<u>\$45.01</u>	<u>\$45.01</u>
<u>16</u>	<u>17</u>	<u>\$45.91</u>	<u>\$45.91</u>	<u>\$45.91</u>
<u>17+</u>	<u>18</u>	<u>\$46.82</u>	<u>\$46.82</u>	<u>\$46.82</u>
<u>18+</u>	<u>19</u>	<u>\$47.76</u>	<u>\$47.76</u>	<u>\$47.76</u>
<u>19+</u>	<u>20</u>	<u>\$48.72</u>	<u>\$48.72</u>	<u>\$48.72</u>

RNFAs will be treated the same as RNs, except that they will receive an additional \$4.00 per hour above the rates in the RN scale above.

~~Effective the first full pay period following ratification, RNs will stop any step movement on the wage scale and will not move a step in Year 1. On the second pay date following ratification, all bargaining unit RNs will receive a lump sum recognition bonus equal to \$500 for full-time and \$250 for part-time. Effective the second full pay period following ratification, any RNs making less than \$26.13 will be moved to the \$26.13 rate in Step C.~~

~~Effective the first full pay period following the one year anniversary of ratification, all RNs will be moved to the Year 2 scale below. RNs will not move a step on the scale. For example, RNs at Step K will be moved to Step K on the Year 2 scale.~~

~~Effective the first full pay period following the two year anniversary of ratification, all RNs will be moved to the Year 3 scale below. RNs will not move a step on the scale. For example, RNs at Step K will be moved to Step K on the Year 3 scale.~~

The wage scale will be as follows:

<u>Step</u>	<u>Current Wages</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Step A</u>	<u>N/A</u>		

Step-B			
Step-C	\$26.13	\$26.65	\$27.18
Step-D	\$26.79	\$27.33	\$27.88
Step-E	\$27.43	\$27.98	\$28.54
Step-F	\$28.07	\$28.63	\$29.20
Step-G	\$28.72	\$29.29	\$29.88
Step-H	\$29.37	\$29.96	\$30.56
Step-I	\$30.02	\$30.62	\$31.23
Step-J	\$30.66	\$31.27	\$31.90
Step-K	\$31.32	\$31.95	\$32.59
Step-L	\$31.97	\$32.61	\$33.26
Step-M	\$32.77	\$33.43	\$34.10
Step-N	\$33.78	\$34.46	\$35.15
Step-O	\$34.43	\$35.12	\$35.82
Step-P	\$35.08	\$35.78	\$36.50
Step-Q	\$35.73	\$36.44	\$37.17
Step-R	\$36.38	\$37.11	\$37.85
Step-S	\$37.03	\$37.77	\$38.53
Step-T	\$37.68	\$38.43	\$39.20

II. Extra Shift Income.

Hiring Bonus and Referral Bonus. The Hospital has the unilateral right to establish hire-on bonus programs, ~~and referral bonus programs, and other financial incentive programs (e.g. hourly shift incentives, lump sum bonuses, etc.),~~ and shall maintain the right to create, modify, design, administer, and dissolve said programs. The Hospital agrees to provide prior notice of such programs to the Union, information regarding such programs to the Union at its request, will answer reasonable questions posed by the Union about the programs, and will meet with the Union to discuss the programs at its request. ~~However, the Hospital shall have no obligation to bargain with the Union regarding the programs.~~

~~Other Summer Incentive Programs. The parties acknowledge that the Hospital may need to offer other financial incentive programs throughout the term of this Agreement. Such other programs are subject to bargaining with the Union. The Union agrees to negotiate timely and in good faith upon request by the Medical Center.~~

From Memorial Day through Labor Day, any full time or part-time employee will be eligible to earn \$3.50/hour for any applicable additional hours worked. These hours shall not include mandatory assigned call time. These additional hours must be worked beyond the employee's regularly assigned hours; it is also understood that this premium will be forfeited for any given pay period if the employee's assigned hours are not met for that pay period (except for low census days). The preceding paragraph applies to this summer incentive in the ~~event sense~~ that the Hospital ~~requests to negotiate~~ may unilaterally decide to temporarily increase the summer incentive.

~~H. Work Beyond Normal Shift.~~

~~— An RN who is mandated to work beyond his/her normal shift or brought in on call will be provided an option at the RN's discretion to have a 9-hour rest period before the start of the RN's next shift.~~

III. Premiums.

Registered Nurses who are approved by nursing management to work a full eight (8) hour, ten (10) or twelve (12) hour shift as the Charge Nurse on his/her department and his/her shift shall receive ~~One-Two~~ Dollars and 00/100 (\$~~21~~.00) per hour premium for all hours worked in that role.

A Registered Nurse who holds an earned BSN degree from an accredited college for nursing shall receive a premium of Seventy Five Cents (\$.75) per hour for all hours worked. A Registered Nurse who holds an earned MSN degree from an accredited college for nursing shall receive a premium of One Dollar (\$1.00) per hour for all hours worked. A Registered Nurse may receive a premium for a BSN degree or a premium for an MSN degree, but may not receive a premium for both at the same time. RNs hired after January 1, 2021 will not receive a premium for holding a BSN or MSN degree.

V. Overtime, Premiums and Differentials.

~~A. A.~~—For all employees who are scheduled and classified as 8 and 80 employees, time and one-half the employee's base rate of pay shall be paid for all time worked in excess of eight (8) hours in any twenty-four (24) hour period and for all time in excess of eighty (80) hours in any bi-weekly work period, for which overtime has already not been earned. The requirement to pay time and one-half after eight (8) hours shall not apply to employees who are changing shift starting times or trading shifts at the employee's request.

B. Pay Period Scheduling. Employees who work on a ten (10) or twelve (12) hour schedule shall be assigned work on a seven (7) day schedule basis. All provisions of the agreement which provide for the payment of overtime based upon hours worked in excess of eight (8) hours in any work day are inapplicable to this group of employees. Instead, employees in this group shall receive overtime pay for hours worked in excess of forty (40) hours in a seven (7) day period commencing at 7:00 A.M. on each Sunday. No pyramiding or duplicating of hours for overtime purposes shall be allowed. {moved from article 24}

B. Paid PTO time, holiday time, and personal day time shall not be treated as hours worked for purposes of calculation of overtime.

C. Paid rest periods shall be counted as time worked for overtime purposes.

D. Overtime premiums shall not be pyramided or duplicated for any hour of work.

E. An employee who is released by their supervisor before working their scheduled shift because their replacement is ready for work will be paid until the end of their regular shift. This applies to overlapping shifts only.

VI. Differentials/Special Pay.

A. Shift and Weekend Differential. Weekdays: Employees ~~hired prior to June 2, 2005~~ who work on the evening shift on weekdays will be paid a premium of \$2.00 per hour of their effective hourly rate for evening hours. Employees who work on the night shift on weekdays will be paid a premium of \$3.00 per hour of their effective hourly rate for night hours.

~~Employees hired after June 2, 2005 who work on the evening shift will be paid a premium of One Dollar (\$1.00) of their effective hourly rate for evening hours. Employees who work on the~~

~~night shift will be paid a premium of \$1.50 of their effective hourly rate for night hours. Employees who work on the weekend shall be paid a premium of \$1.60 of their effective hourly rate for weekend hours.~~

Weekends: The weekend differential premium shall be two dollars and seventy-five cents (\$2.75) per hour for weekend days, three dollars and seventy-five cents (\$3.75) per hour for weekend evenings, and four dollars and seventy-five cents (\$4.75) per hour for weekend nights. The Weekday and Weekend differentials will not be combined, pyramided, etc.

This provision shall not apply to day shift employees or extra work hours required by them. A shift premium shall be paid to any employee whose eight (8) hour shift starts on or after 1:00 P.M. Under no circumstances will an employee who is ~~regularly~~ scheduled to finish work by 6:00 P.M. be paid shift differential. Weekend differential only applies to employees who are scheduled to work a majority of their shift between 7p Friday and 7p Sunday.

B. Report Pay. Any employee who reports to work as scheduled and is sent home for lack of work shall receive a minimum of two (2) hours pay.

C. On-Call Pay. Employees who are required by the Hospital to maintain on-call status will be paid ~~Two and 25/100~~Five Dollars (~~\$5.002.25~~) per hour for each hour of on-call status. If an on-call employee is called into work, she/he will be paid time and one-half the normal day hourly rate for time worked. The work time of any employee who is on-call and is called back to the Hospital starts when they punch in. An Operating Room employee will be paid time and one-half (1-1/2) for hours worked while on-call regardless of the number of hours worked that day or pay period.

Employees called into work in the Operating Room and Recovery Room only, will be guaranteed a minimum of two (2) hours of pay at time and one-half, provided that this guarantee will apply only one time during any eight (8) hour shift. Therefore, a nurse called in a second time within that period will be paid only the actual hours of work.

~~In lieu of all on-call pay, the Hospital may pay an employee who is called into work for eight (8) hours. Example: Employee is on call in Medical-Surgical. One (1) hour after the start of the shift the employee is called in to work and works the remaining seven (7) hours of the shift. The Hospital may pay eight (8) hours pay in lieu of any on-call pay.~~

~~D. — Clinical Facilitator Nurse Position Differential. Employees who are in a Clinical Facilitator position shall receive a Two Dollar and 50/100 (\$2.50) per hour differential. Clinical Facilitator nurses who work outside of their bidded Clinical Facilitator role will not receive the \$2.50 differential, for instance when “picking up” a non-Clinical Facilitator shift or attending a training course or meeting.~~

## SCHEDULE B DEPARTMENTS WITHIN NURSING

Hospital departments and/or units are currently defined as listed below. The Hospital retains the right to combine departments, to eliminate departments, and to establish new departments after discussion with the Association.

- Acute Care
- Emergency Department
- Perioperative Services (including Short Stay, Pre-Admission Testing, Sterile Processing, Endoscopy, Surgery, and Post Anesthesia Care Unit (PACU))
- Clinics
- Infusion and Oncology Center
- ~~Clinical Facilitator~~

**ARTICLE XXX.  
MISCELLANEOUS**

Section 1. Badging. Each employee is responsible for swiping their name badge and may not swipe the name badge of any other employee. Failure to swipe the name badge or swiping the name badge of another may be the subject of disciplinary action as set out in the ~~“Rules”~~Corrective Action policy-provision of this Agreement. An employee must enter the date, time and reason for not badging in on the time and attendance log within their unit.

Section 2. Paychecks. Pay checks are to be issued on a bi-weekly basis on Fridays. RNs must sign up for direct deposit or a pay card to receive pay. The Hospital will no longer issue paper checks.

Section 3. Health Program.

A. The Employer in the interest of health, safety, disability analysis/accommodation and for other legitimate reasons may require employees to submit to and receive any test results it deems appropriate, provided the testing is done in conformance with state and federal laws and regulations.

B. The following immunizations will be provided at no charge to the nurse along with a record of the date they were received: Tetanus toxoid series or booster, influenza, polio series or booster, Hepatitis B, Pneumonia, plus any other immunizations or medication as may appear desirable for the protection of the employees and patients as determined by the Medical Director. Each employee shall receive the same mandatory immunizations, vaccinations, and screening programs as required of non-bargaining unit Hospital employees. These programs are in place to promote and protect the safety and wellbeing of both employees and patients. RNs will not be required to receive any vaccine that has not been licensed (approved) by the FDA. Prior to requiring a new immunization or vaccination from those listed above, the Hospital will notify the Union. Additionally, upon request, the Hospital agrees to meet with the Union and bargain the effects of requiring the new immunization or vaccination.

~~C. When an employee becomes ill on the job and such illness requires the use of the Hospital Emergency Room, hospital charges (if any) will be made for the use of the Emergency Room based upon the Health Plan Option the employee is enrolled in as of the date of the ER visit.~~

CD. As the risk of blood borne pathogens increases, so too have the demands placed upon registered nurses in the workplace. Nurses are engaged in more frequent physical contact with patients than many other health care professionals and are being exposed to biologic materials which may lead to infection as a result of occupational exposure.

The Hospital recognizes that education is essential for registered nurses and agrees to provide annual training to nurses on universal precautions and other infection control practices. The Hospital further agrees to meet with the Association annually to assess past and future training needs.

The Hospital further recognizes that nurses infected with communicable diseases at the workplace may be provided opportunities to continue appropriate patient care activities in accordance with applicable handicap laws, provided that any dispute procedures provided by the statutes about these rights may be raised only through the administrative or judicial laws.

E. Workplace Violence. ~~The Hospital will encourage registered nurses who are victims of assault (verbal or physical) in the workplace to recognize the potential emotional impact and offer counseling or other delayed stress debriefing. In addition, a registered nurse who has been assaulted at work and is unable to continue working will be given the opportunity to be free from duty without the loss of pay for the remainder of that shift. The Hospital's Workplace Violence Policy will apply to bargaining unit members on the same terms and conditions as the Hospital's non-bargaining unit employees.~~

F. Attendance and Contagious Disease. ~~If a bargaining unit employee is required by the Hospital to quarantine or isolate due to a contraction of an infectious disease, confirmed by a PCR test or other high-quality test administered by the Hospital or a licensed medical provider, that employee will not face corrective action for any scheduled shifts they are required to miss. In this situation, an employee will be permitted to maintain up to forty (40) hours of PTO in their bank.~~

Section 4. Use of Rooms and Equipment. The Association, through the staff council, may with the Employer's approval use available rooms at the facility for Association meetings. Requests for the use of meeting rooms shall be made in advance. The Association may with the Employer's approval use other equipment for Association activities and shall pay the Employer's cost of equipment and supplies used.

Section 5. Free Parking. During the term of this Agreement, the Employer shall provide free parking for employees.

Section 6. Captions. The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 7. Successors. The Hospital agrees that if during the term of the Agreement, it sells, transfers, leases or discontinues operations which impact the employment status of the Association's members covered by this Agreement, the Hospital will provide timely notice of its intended actions and negotiate with the Association about the effects of such action.

Section 8. Conflict. Any part of this Agreement which shall conflict with applicable law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall be in full force and effect for the duration of this Agreement. The parties agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 9. Copies of Agreement The Association and the Hospital each agree to pay one-half (1/2) the cost of printing the Agreement.

Section 10. Proper Attire. All employees shall start their work day attired in clothing that is neat, clean and presentable. It is important that all employees at the Hospital present a positive image to all of our patients, and comply with the Hospital's attire policy.



Section 11. Employee Information. Employees shall furnish documentary verification of birth date and shall ~~inform the Hospital's Human Resources Department at the time of update~~ any change in their mailing address, telephone number, telephone contact arrangements, withholding exemptions and dependent information, ~~by inputting such changes in the electronic associate portal.~~ The Hospital shall rely upon the most recent information for all purposes. ~~The Human Resources Department or Nursing Department(s) shall provide written verification of notification.~~

Section 12. Personal Appointments During Working Hours. Medical, dental, business and other personal appointments should be scheduled for after hours or on a non- working day. Your supervisor will consider a special request for time away for work during the normal work day if circumstances warrant such a request.

Section 13. Drug Testing. The Employer reserves the right to test employees for drugs, alcohol and other prescribed or legal controlled substances where the Employer has reasonable cause to believe that the nurse is impaired or otherwise unable to safely or competently perform the duties of his or her job, or if the Employer has reason to believe the employee possesses or has used an unauthorized illegal or controlled substance on Hospital's premises. The Employer reserves the right to implement a policy consistent with this Section.

Section 14. Safe Lifting. The parties agree that proper equipment and staff assistance for purposes of safe lifting are made available in accordance with MIOSHA standards and that proper training regarding the use of equipment and lifting techniques will be provided by the Hospital. All employees agree to adhere to education and lifting policies.

Section 15. Health and Safety. The parties are committed to the health and safety of nurses while they are at work. Of particular importance is to minimize the workplace exposure to infectious disease, workplace violence, and occupational illness and injuries. To the best of its ability, the Hospital will furnish appropriate health and safety equipment (including Personal Protection Equipment – PPE) necessary for patient safety, nursing practice and department protocols. The Hospital will provide nurses with training on the proper methods and use of all equipment required to perform their duties.

~~{Moved from Article XIV, Sec. 3} Section 16. Fitness for Duty. In the event the Employer believes that an employee is unfit to perform her/his job, the following procedures may be followed:~~

~~1. The Employer shall first request that the employee submit to an examination by a physician of her/his own choosing at no expense to the employee.~~

~~2. In the event the Employer is not satisfied with the report of the employee's physician or the employee's physician does not submit a report to the Hospital within two (2) weeks of the Employer's first notice to the employee, the Hospital may request an employee to submit to an examination by a physician of its choosing at no expense to the employee.~~

~~3. If either physician reports that the employee is unable to perform work due to medical disability, the employee shall be relieved of duty and placed on medical leave according to the conditions of Article XIV.~~



**ARTICLE XXXI.  
DURATION, TERMINATION AND MODIFICATION OF THIS AGREEMENT**

Section 1. This Agreement shall commence ~~as of the date of ratification,~~ January 28~~7~~, 202~~4~~~~1~~, and continue in full force and effect for three years ~~from the date of ratification,~~ through 11:59 P.M., on January 28~~7~~, 202~~4~~~~1~~, and from year to year thereafter unless either party serves notice as provided in Section 2 of this Article.

Section 2. If either party desires to terminate, modify, alter, renegotiate, amend or change this Agreement, it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of such desire. Such notice of desire to terminate, modify, alter, renegotiate, amend or change this Agreement, given in accordance with this Section, shall have the effect of terminating this Agreement in its entirety on the expiration date unless all subjects of amendment have been disposed of by agreement or withdrawal on that date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 3. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, addressed to the Association at 2310 Jolly Oak, Okemos, Michigan 48864, and if to the Employer addressed to: Ascension Allegan Hospital, 555 Linn Street, Allegan, Michigan 49010, or to any other such address the Association or the Employer may make available to each other.

LETTER OF UNDERSTANDING

RE: PTO USAGE DURING CERTAIN LEAVES OF ABSENCE

When a leave of absence is taken for an employee's own serious health condition, the employee is required to use PTO to cover the duration of the applicable waiting period prior to the receipt of either short term disability or workers' compensation benefit payments. Following the onset of either short term disability or workers' compensation benefit payments, the employee may choose to supplement those payments with PTO, not to exceed standard hours/pay for a given pay period, but will not be required to do so. Employees taking any other unpaid leave of absence will be required to utilize PTO to cover all time away from work, except that they may choose to retain up to one (1) week of PTO (prorated based on FTE) and two (2) unused Emergency Personal Days.

Hospital:

**Signature:** *Cara Sheahan*

---

**Date:** 03/04/2024

---

Union:

**Signature:** *Andy Cornell*

---

**Date:** 3/4/2024

---