

Collective Bargaining Agreement

between



LAPEER REGION



and



**Michigan
Nurses
Association**

An Affiliate of National Nurses United

Lapeer Registered Nurse Staff Council

Working Together for Safe Patient Care!

May 10, 2013 – May 9, 2017

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PREAMBLE

THIS AGREEMENT is made and entered into by and between ***MCLAREN LAPEER REGION*** (hereinafter referred to as the "Hospital"), and ***MICHIGAN NURSES ASSOCIATION*** (hereinafter referred to as the "Association") and its affiliate the McLaren Lapeer Region Registered Nurse Staff Council (hereinafter referred to as the "Staff Council").

WHEREAS, the parties recognize that the success of the Hospital and the job security of its employees depends upon the Hospital's success in providing and improving quality service to the general public, it is the intent and purpose of this Agreement to promote harmonious relations between the management and employees of the Hospital to encourage mutual confidence through collective bargaining; to improve and promote customer relations with patients, visitors, physicians, and all other Hospital personnel; to improve and promote the efficient and productive operation of the Hospital's facility; to establish rates of pay, hours of work and employment conditions.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1
RECOGNITION

Section A. The Hospital recognizes the Association as the exclusive bargaining representative for the unit of employees employed by the Hospital at its facilities located at 1375 North Main, Lapeer, Michigan 48446, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment; said bargaining unit is to include: Current and future regular full-time, part-time, and casual (who work ninety-six (96) or more hours in a three (3) month calendar period) Registered Nurses who provide direct patient care, but excluding CRNA nurses, nurses assigned to Information Services and Medical Records, and supervisors as defined in the Act, and all other employees. All Management shall request and hold a special conference pursuant to Article 13 if it determines the need to create or eliminate a bargaining unit, direct patient care, RN position.

Section B. Unless otherwise indicated, the term "employee" when used in this Agreement will refer to all employees in the unit for bargaining as defined in Section A above.

Section C. The Hospital agrees not to negotiate for the duration of this Agreement with any other labor organization other than the Association with respect to the employees in the unit defined in Section A above. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Association, if adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.

ARTICLE 2
DEFINITION OF EMPLOYEES AND UNITS

Section A. Employees shall be defined for the purposes of this Agreement as follows:

1. Full-Time staff nurses are those Registered Nurses who are regularly scheduled to work seventy-two (72) or more hours per pay period in accordance with work schedules established by the Hospital.
2. Part-Time staff nurses are those Registered Nurses who are regularly scheduled to work less than seventy-two (72) hours per pay period, in accordance with work schedules established by the Hospital. Part-time nurses who have worked full-time for thirteen (13) consecutive pay periods will be provided full-time benefits for the subsequent thirteen (13) pay periods (excluding orientation).
3. Casual staff nurses are those Registered Nurses who do not work in accordance with any pre-determined work schedule or number of hours but who, as a condition of continued employment with the Hospital, must agree upon hire and thereafter fulfill the requirement to work a minimum of two (2) (12-hour or full open shifts) weekend shifts per four week schedule and a minimum of two (2) (12-hour or full open shifts) during a holiday week per calendar year, as determined by the Hospital. Casual staff nurses who work in departments not normally open on weekends or holidays are required to work two (2) days (12-hour or full open shifts) during two (2) holiday weeks each calendar year. For this purpose a shift is defined as 12-hour or full open shifts. Casual nurses who have worked full-time for thirteen (13) consecutive pay periods will be provided full-time benefits for the subsequent thirteen (13) pay periods. Casual employees who do not work their minimum commitment for three consecutive schedules, without prior arrangements being made, will be considered as a voluntary resignation and removed from the Employer's systems as an active employee.

4. **Casual Weekday Only Nurses**

- a. **Casual Weekday Only – Definition:** Those Registered Nurses who do not work in accordance with any predetermined schedule or number of hours, but as a condition of continued employment with the Hospital must agree to fulfill the requirements to work a minimum of two (2) weekday shifts outlined as Monday through Friday each four week schedule, and two (2) shifts per calendar year during the week in which a contract holiday falls in departments where weekend work is normally scheduled. For this purpose a shift is defined as eight or more hours. Individuals who have worked full time for thirteen (13) consecutive pay periods will be provided full time benefits for the subsequent thirteen (13) pay periods.
- b. **Weekday Only Rate of Pay:** Taking into consideration that no weekends are required, the pay scale for this position will represent a ten percent (10%) decrease to the current RN scale. The amount offered to individuals would be consistent to their years of experience as an RN. This section does not apply to units that are closed on weekends.
- c. **Weekday Only Differential:** Casual weekday only Registered Nurses will be eligible for shift differential, weekend differential and charge pay as outlined in the contract.

5. **Weekend Only Nurse – Full-Time and Part-Time**

- a. **Weekend Only Nurse –Full-Time and Part-Time Definition:** Those Registered Nurse's who are hired into a full or part time weekend only position shall commit to work all scheduled hours between Friday 7:00 pm to Tuesday 7:30 am. Holidays falling on weekends are worked as scheduled.
- b. **Weekend Only Rate of Pay:** The pay scale for this position will represent a twenty-five (25%) increase to the current RN scale. The amount offered to individuals

would be consistent to their years of experience as an RN. If the RN chooses to pick up shifts that are above her weekend schedule, the RN will be paid at the regular contractual amount of pay, not the weekend only rate.

- c. Employee Differential: Weekend only RN's will be eligible for shift differential and charge pay as outlined in the current contract. Weekend premium as outlined in the contract is not applicable.
- d. Scheduled Time Off: The full-time weekend only RN shall be granted three (3) 12-hour shifts or one (1) regularly scheduled weekend off per quarter. A part-time weekend only RN shall be granted two (2) complete regularly scheduled weekends off per quarter.

Section B. For all purposes under this agreement, unless otherwise specified, units are defined as follows:

UNIT

- Med Surg
- Telemetry
- PCU
- Birth Center
- Ortho
- Behavioral Health
- ICU
- TCU
- Outpatient (I West)/PST
- Surgical Services/Endoscopy
- Emergency Department
- Anesthesia
- Recovery (PACU)
- Diagnostic Imaging
- Heart and Vascular
- Wound/Hyperbaric
- Cardiac Rehabilitation
- Pain Clinic
- Coumadin Clinic

ARTICLE 3
MANAGEMENT RIGHTS

Section A. The Hospital retains all the rights, powers, functions, and authority which it had prior to the signing of this Agreement, including those with respect to wages, hours, and working conditions, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement, and then only to the extent so specifically and expressly abridged, modified, or limited.

Section B. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the Hospital's sole right to manage its business efficiently and economically, including the right to:

1. Decide the nature of services, and the quantity of services; the methods of providing services, the scheduling and routing to deliver services, the control of services, the materials and equipment to be used; and the discontinuance of any service, materials, or method of providing service.
2. Introduce new equipment or processes; change or eliminate existing equipment and processes, and institute technological changes; decide on the nature of materials, supplies, or equipment to be bought or used and price to be paid.
3. Subcontract or purchase any or all work or processes, maintenance and repair work, office services, or the construction of new facilities and the improvement of existing facilities.
4. Determine the number, location, and types of facilities; discontinue temporarily or permanently, in whole or in part, any of the Hospital's operations. Sell or close facilities; move facilities operated by the Hospital from one location to another; transfer work or any of the Hospital's operations from one facility to another.

5. Determine the size of the work force and increase or decrease its size; to hire, assign, and lay off employees; reduce the workweek or the workday or to effect reductions in hours worked by combining layoffs and reductions in the workweek or the workday; hire part-time employees or contract for the services of temporary employees to perform temporary job assignments.
6. Permit persons in the employ of patients to perform services within the facility; permit persons employed by the manufacturer of equipment used in the Hospital's facility to set up, construct, and service equipment on the floor and to perform work in connection with the installation or service of such equipment.
7. Discipline and discharge; adopt, revise, and enforce working rules; maintain order and efficiency in the facility; fix the standards of workmanship both as to quality and quantity; test, investigate, and improve individual and unit productivity, and initiate and carry out cost and general improvement programs.
8. Transfer and/or promote employees on a temporary or permanent basis; select employees for promotion or transfer to supervisory or other positions outside the bargaining unit; give special training to selected employees.
9. Direct the work force and assign work, determine the number of employees assigned to any operation and the number of operations assigned to any employee.
10. Determine when lunch and rest periods should occur; determine the starting and quitting time and the number of hours to be worked; establish and revise work schedules, as business conditions and available work require; and assign employees to work overtime.
11. Non-bargaining unit employees shall continue to perform bargaining unit work as in the past; during emergencies; when unit employees are not immediately available due to absence, tardiness, leaves of absence, vacations, etc.; in the instruction and training of work

ARTICLE 4
NON-DISCRIMINATION

Section A. McLaren Lapeer Region and the Association reaffirm by this Agreement their commitment not to discriminate against any person or persons covered by this Agreement because of sex, age, race, creed, color, religion, national origin, marital status, height, weight, sexual orientation, disability in compliance with regulations regarding the Americans With Disabilities Act (ADA), or other legally protected class.

Section B. All references to "she" or "her", in this Agreement shall refer to both males and females.

ARTICLE 5
SENIORITY

Section A. Seniority shall be defined for the purpose of this Agreement as follows:

1. **Hospital Seniority** is the total number of compensated hours accumulated by an employee with the Hospital from the employee's last permanent hire date.
2. **Bargaining Unit Seniority** is the total number of compensated hours accumulated by an employee while specifically working in a bargaining unit position.

Section B. It is understood that new full-time, part-time, and casual employees are subject to a probationary period of 520 hours actually worked. In Departments where the orientation period exceeds the probationary period, the probationary period will be the length of orientation. The entire orientation period will not exceed one thousand forty (1040) hours worked or one (1) year, whichever comes first. During the probationary period the Hospital shall have the sole right to discharge, discipline, transfer, or layoff said employees for any reason, without regard to the provisions of this Agreement; and no grievance shall arise there from. When an employee finishes the probationary period, she shall be entered on the service list of unit and her length of service shall date from her last permanent date of hire. The Hospital will provide an orientation to new and transferred employees. The content and duration for the orientation shall be determined by the Hospital based on the skill level of the employee and the requirements of each unit. The Hospital encourages the employee's input regarding their individual orientation needs. The Nurse Manager will meet with the employee to discuss his/her performance before the employee is determined to have successfully completed orientation. The content and duration of the orientation and the orientation performance review, is not subject to the grievance procedure, however, the employee may have a meeting with the Nurse Manager and the staff council representative to discuss orientation.

Section C. There shall be no length of service among probationary employees. A laid off probationary employee enjoys no recall rights and is considered terminated.

Section D. The Hospital shall post a copy of the seniority list on each nursing unit each March and September. Any corrections therein must be requested, in writing, within fifteen (15) days after posting. If not so requested, the list shall become final for the duration of that six (6) month post period. If the employee provides written notification to Human Resources within the fifteen (15) day period of an error relative to the reporting employee and such alleged error is not thereafter corrected, that employee's listing shall not be considered final.

Section E. A seniority employee shall be terminated and lose her service rights if she:

1. Quits.
2. Is discharged for just cause.
3. Is laid off or is off due to a leave of absence after illness or accident for a period equal to length of seniority but not to exceed two (2) years.
4. Fails to report for work within three (3) days following recall from layoff, unless a longer time is mutually agreed upon between the Hospital and employee, which agreement will be on a non-precedent setting basis to any previous or future agreement. Notification of recall is to be by telephone or certified mail. Failure of the employee to retrieve or accept a certified letter will be construed as notice as of the date of the transmission.
5. Is absent for any reason without a reasonable excuse acceptable to the Hospital for three (3) consecutive working days, and without notice to the Hospital of such excuse within the three (3) days.
6. Retires.
7. Loses or otherwise does not maintain required State of Michigan License.

8. Does not return to work at the expiration of a Leave of Absence or fails to secure an extension from the Hospital prior to the expiration of the leave.
9. Works at any job or employment during a granted period of leave of absence. This shall not include any job or employment already held at time the leave begins except that the employee cannot increase the terms of such employment during the leave period.
10. Does not fulfill commitment for casual or casual weekday only requirement as defined under Definition of Employee unless prior written approval is received from Employer.

Section F. It shall be the responsibility of each employee to notify the Hospital of any change of address, marital status, dependents, or telephone number. The employee's address and telephone number as it appears on the Hospital's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

Section G. An employee who transfers to a position outside the bargaining unit shall retain bargaining unit seniority up to six (6) months. Such employee may bid back to a position in the bargaining unit within six (6) months and may retain bargaining unit seniority for posted vacancies. Each an employee may only exercise these rights on one (1) occasion, and thereafter lose all bargaining unit seniority.

ARTICLE 6
BULLETIN BOARDS

Section A. The Hospital shall allow the Association to use one (1) bulletin board within the cafeteria area and the bulletin boards in nursing locker rooms on a non-exclusive basis for posting notices set forth in Section B below, except that additional notices may be posted by permission of the Hospital. Notices shall be given to the Hospital's VP of Human Resources before posting.

Section B. Notices shall be restricted to the following types:

1. Notices of Association recreational and social affairs.
2. Notices of Association elections, appointments, and results of Association elections pertaining to employees within this unit.
3. Notices of Association meetings and educational classes.

Section C. The bulletin board shall only be used by the Association or its members for the above stated reasons.

Section D. The Hospital will provide locked office space for the exclusive use of the Staff Council to solely conduct Association business. The Hospital will provide a desk, chairs, telephone and a cabinet. All other equipment and expenses will be borne by the Staff Council. The Hospital reserves the right to relocate the office as future operations dictate.

ARTICLE 7
GRIEVANCE PROCEDURE/ARBITRATION/NO-STRIKE

Section A. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement, or any past practice concerning an employee's wages, hours and conditions of employment established solely by events occurring after execution of this Agreement. If any such grievance arises during the term of this Agreement, such grievance shall be submitted to the following Grievance Procedure:

Section B. **Step One:** Within seven (7) working days of the time a grievance arises, or from when an employee or a Staff Council Representative as defined in Article 8 - Section B should have known of the grievance, the employee or Staff Council Representative may present the grievance to her Charge Nurse/Supervisor in writing on a grievance form.

1. It shall name the employee(s) involved,
2. Shall state the facts giving rise to the grievance,
3. Shall identify the provisions of this Agreement or the past practice alleged to be violated,
4. Shall state the contention of the Association with respect to the allegations raised,
5. Shall indicate the relief requested, and
6. Shall be signed by the employee.

The Staff Council President may initiate an alleged unit-wide grievance within the time limit as stated above. That grievance may be filed directly at Step Two, solely with the agreement of the Hospital. The Department Manager or designee shall give the employee an answer in writing no later than seven (7) working days after the receipt of the written grievance.

Step Two: If the grievance is not resolved in Step One, the Association may, within seven (7) working days after receipt of the answer in Step One, submit a written request to

the VP of Human Resources, for a meeting between an Association Representative, the Staff Council Representative involved, the Grievant, and representatives of the Hospital in an attempt to resolve the grievance. The meeting shall take place within thirty (30) working days from the date of receipt of request from the Association. The VP of Human Resources or designee will tender a decision, in writing, within fifteen (15) working days after the conclusion of the Step Two meeting. Additional time may be allowed by mutual written agreement of the Hospital and the Association. The Hospital may submit similar requests to the Association relative to its grievance.

Step Three: If the grievance is not satisfactorily adjusted in Step Two, either party may, in writing, request arbitration within fifteen (15) working days of the Step Two answer and the other party shall be obligated to proceed with the arbitration in the manner hereinafter provided.

The parties shall select an impartial arbitrator from the following panel:

Patrick A. McDonald
Mark Glazer
Paul Glendon
Ann Patton

A grievance shall be referred to the listed arbitrators in the order in which they appear. Once a grievance has been referred to an arbitrator, a subsequent grievance shall be referred to the next arbitrator on the list. After a grievance has been referred to the last arbitrator listed, the cycle shall repeat, beginning with the first listed arbitrator.

Section C. All settlements reached in Step One of the Grievance Procedure shall be non-precedent setting and will not be referred to by either party, their employees, agents, members, or other bargaining unit employees in any subsequent grievance, arbitration, administrative, or legal proceeding. Settlements reached in Step Two will be precedent setting, unless indicated otherwise by the parties in writing.

Section D: Powers Of The Arbitrator: It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement, or any past practice concerning an employee's wages, hours and conditions of employment established solely by events occurring after execution of this Agreement.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to establish wage scales or change any base wage rate, unless in case of error concerning a particular employee, or rule or decide questions of health and safety which is within the jurisdiction of any state or federal agency.
3. His powers shall be limited to deciding whether the Hospital has violated the express Articles or Sections of this Agreement, or any past practice concerning an employee's wages, hours and conditions of employment established solely by events occurring after execution of this Agreement, and he shall not imply obligations and conditions binding upon the Hospital from this Agreement.
4. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have jurisdiction to determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

5. The Arbitrator is to issue his Award within thirty (30) days of the close of the hearing, unless mutually extended by the parties. It is agreed an Award will not be invalid due to late issuance.

Section E. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Association, its members, the employee or employees involved, and the Hospital, unless rendered outside the scope of his authority.

Section F. Multiple grievances may be presented at an arbitration hearing by mutual agreement of the parties.

Section G. The expenses of the arbitrator will be shared equally between the parties. Each party will pay the expenses of their representatives, witnesses and attendees, and such other expenses as that party may incur.

Section H. All grievances must be filed in writing within seven (7) working days from receipt of the Step One answer, or they will be deemed waived. The Hospital shall have the right to file a grievance at the Step Two level by filing same with the Association Staff Council Representative. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the moving party within the time limit in that Step, shall be deemed abandoned. If the non-moving party does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by the Hospital and the Association in writing; then the new date shall prevail.

Section I. The Hospital shall not be required to pay back wages prior to the date a written grievance is filed at Step One.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at her regular rate, less any unemployment or other compensation that she may have received from any source during the period of back pay.

2. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

Section J. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement, shall not be processed unless this Agreement is extended by mutual agreement of the parties. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

Section K. Any agreement reached between Management and Association representative(s) is binding on all employee's affected and cannot be changed by any individual.

Section L. For purpose of this Article, working days shall be Monday through Friday, exclusive of contract holidays.

Section M. Any grievance for which there is another specific remedial procedure or forum can be grieved and processed up through Step Two of the Grievance Procedure, but cannot be processed to arbitration.

Section N. During the life of this Agreement, the Association shall not cause, authorize, sanction or condone, nor shall any member of the Association take part in any strike, sympathy strike, sit-down, stay-in, slow-down, work stoppage, curtailment of work, improper use of paid leave time, improper unscheduled absences, restriction of work, or interference with the operations of the Hospital of any kind for any reason, including a labor dispute between the Hospital and any other labor organization. The Association will be liable for monetary damages in the event it authorizes, sanctions or, after notification from the Hospital, condones any member of the Association, including the Association's representatives, taking part in any activity violative of Sections N, or O of this Article, including picketing of any Hospital buildings, offices or premises because of a labor dispute with this Hospital.

Section O. The Association agrees that it and its officers will take prompt affirmative action to prevent or stop unauthorized strikes, sympathy strikes, sit-downs, stay-ins, slow-downs, work stoppages, curtailment of work, improper use of paid leave time, improper unscheduled absences, restriction of work, or interference with the operations of the Hospital by notifying the employees, in writing, that it disavows these acts. The Association further agrees that the Hospital shall have the right to discharge any or all employees who violate Sections N or O of this Article, and such action shall not be subject to the Grievance Procedure provision of this Agreement, except that the Grievance Procedure shall be available to such employees only to contend that they had not participated or engaged in such prohibited conduct.

Section P. In the event of a violation of Sections N or O of this Article, the Hospital shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

ARTICLE 8
REPRESENTATION

Section A. The McLaren Lapeer Region Registered Nurse Staff Council (hereinafter referred to as SC), composed of employees covered by this Agreement, has been established to serve as the local functioning unit of the Michigan Nurses Association with regard to the negotiation and administration of the collective bargaining agreement between the Michigan Nurses Association and McLaren Lapeer Region.

Section B. The Association shall select five (5) Staff Council Representatives (hereinafter referred to as "SCR"), who shall be seniority employees. One of the SCRs will be designated the Staff Council President. An employee shall have the right to file her written grievance at Step One of the Grievance Procedure through any of the elected SCRs. The President will notify the VP of Human Resources of a temporary vacancy created by the resignation, termination, or retirement from employment of an elected SCR, or by the representative's resignation from office.

Section C. The Hospital will not recognize any SCR until her name and position has been certified, in writing, by the Association to the Hospital.

Section D. It is agreed that no Association official shall have access to or enter the Hospital's premises without the prior permission of the Hospital through its designated representative. The Hospital may also limit the area to which the Association officials have access when said permission is granted. When requested in advance, the Hospital will allow use of available conference rooms for the Association business related to McLaren Lapeer Region's bargaining unit employees.

Section E. Up to six (6) employee SCRs, including the Staff Council President may participate on the Staff Council Negotiations Committee which shall represent employees in negotiation of future collective bargaining agreements.

Section F. The SCR's shall conduct grievance or any other Association activities on the premises only during regular working hours, unless otherwise agreed to by the parties. If grievance representation or any other Association activity is to occur during the SCR's regular working hours, the SCR must obtain permission from her immediate supervisor to leave her work assignment and clock in as union hours on the timekeeping system. Upon return, the SCR must notify the supervisor. Release of the SCR will be within a reasonable period, if possible. No further processing of a grievance as defined in this Agreement, or of a matter in which an employee is entitled to representation and the employee has requested representation, shall occur until the SCR is released. Time spent awaiting the release will not count toward any time limits. Exclusive of suspension or termination, the employee will continue to perform her assigned work until released to meet with the SCR.

Section G. An SCR will be paid for time spent in Steps One (1) through Two (2) of the Grievance Procedure, or any other Association activities, if performed during the SCR's regular scheduled work hours, provided that pay will not exceed more than nine (9) hours in any one (1) month with not more than three (3) hours in any one (1) week being applied to the nine (9) hour cap. The grievant will be paid for time spent in Steps One (1) through Two (2) (not to exceed 30 minutes) if performed during their regular work hours. Pay will be at the SCR's and grievant's straight time rate and will not count toward overtime calculation.

Section H The Hospital will pay half for lost time due to negotiations by the parties not to exceed a total of ten thousand (\$10,000) dollars, unless mutually agreed otherwise (excludes preparation time). This payment does not count towards overtime calculation.

ARTICLE 9
LEAVE OF ABSENCE

Section A. An employee desiring any leave of absence (hereinafter referred to as LOA) from her employment shall secure written permission from the Hospital. During the period of absence, the employee shall not engage in any gainful employment, unless the LOA was specifically granted for that purpose. Failure to comply with this provision shall result in the complete loss of seniority rights and termination for the employee involved.

Section B. **Family Medical Leave Act**

Employee Benefits

1. Seniority will continue to accrue under the collective bargaining agreement.
2. Health insurance benefits will be maintained for the duration of the FMLA leave. Employees will be required to pay their portion of the premiums for this coverage on a monthly basis. It will be the employee's responsibility to make payment arrangements with Corporate Benefit Services during the unpaid leave period.
3. Employees will be required to use available PTO during all FMLA leaves. An employee who receives disability benefits per Article 29 while on FMLA leave may at her option supplement those benefits using PTO up to her regularly scheduled hours per pay. However, forty (40) hours of PTO time may be reserved for actual vacation use. When benefit time is exhausted the balance of the leave will be unpaid. Both paid and unpaid leave will be accumulated only to the maximum of twelve (12) weeks in the twelve (12) month period which also applies to leave for birth of a child and to care for a newborn child, as well as with regard to placement with the employee of a son or daughter for adoption or foster care.

4. In connection with a FMLA leave to care for an eligible family member (spouse, son, daughter, or parent) who has a serious health condition, such leave may be taken whenever medically necessary, subject to certification from a health care provider stating the date the serious health condition commenced, the probable duration of the condition; the appropriate medical facts, and that the employee is needed to care for the person. The Hospital reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the Hospital concerning any information within the medical certification.

5. The Military Family Leave Provision of FMLA provides a covered employee unpaid leave under certain circumstances involving a family member or relative in the military. The two instances where leave can be requested are as follows:

- qualifying exigency

- injured service member

A covered employee is entitled up to 12 weeks of unpaid leave in a single 12 month period if the need for leave arises because of a qualifying exigency (spouse, son/daughter, parent is on active duty, or called to active duty status).

A covered employee is entitled up to 26 weeks of unpaid leave in a single 12 month period to care for a covered service member with a serious injury or illness incurred in the line of duty while on active duty.

A covered employee must request the leave and provide supporting documentation to Human Resources.

Return To Work

1. Consistent with present policy, employee's will be required to submit a fitness for duty certificate to Employee Health Services before they will be allowed to return to work from a FMLA leave; if applicable.
2. Upon return from a FMLA leave, an employee will be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.
3. When an employee is unable to perform the essential functions of their position (even with reasonable accommodation), the Employer will seek to place the employee in a position that is consistent with their limitations for a maximum duration of thirty (30) calendar days or the time frame indicated by the employee's physician, whichever is less, except where the restrictions are for a disability protected by the Americans with Disability Act (ADA) or other applicable law. If an extension is needed, it must be requested (with medical documentation) seven (7) calendar days prior to the end of the approved time frame. Such extensions will be considered by the Employer.

Advance Notice and Medical Certification

Employees shall be required to provide advance leave notice and medical certification. FMLA leave may be denied if the notice and certification requirements are not met as explained below:

1. The employee must ordinarily provide thirty (30) days advance notice when the leave is foreseeable.
2. If thirty (30) days notice is not practicable, taking into account all of the facts and circumstances in the individual case, notice must be given as soon as possible when the need for leave becomes known to the employee.

assigned to the returning employee at the designation of the Hospital, except that the position, shift, and job status will be retained if a bereavement leave relative to a parent, child, or current spouse is extended by a personal leave.

Section D. Disability Leaves Of Absence – Non-FMLA: Applies to all work and non-work related illnesses or injuries. Only full-time and regular part-time seniority bargaining unit employees and bargaining unit casual employees who do not meet the eligibility requirements for FMLA, and who have been on the payroll for two (2) or more calendar years are eligible for a disability LOA. With the exception of an emergency/unplanned event, an eligible employee, to secure an authorized LOA, must provide sixty (60) calendar day notice to the Hospital prior to its commencement. A disability LOA can be granted for up to one hundred eighty (180) calendar days to a full-time or regular part-time employee and up to fourteen (14) calendar days to a casual employee. There shall be no accrual of seniority during the disability LOA, except during the period where an accumulated paid time continues to accrue. Any request to extend a previously granted disability LOA must be in writing and received by the Hospital's Human Resources Department at least seven (7) days prior to the expiration date of the granted leave. The granting of an extension in whole or in part or the denial thereof, shall be within the sole discretion of the Hospital. Failure to report to work from a granted disability LOA on return date or by the extended date, if any, will result in termination. Accumulated paid time will be paid to the employee in eight (8) hour increments, commencing the first day of leave until exhaustion of paid time, although the employee can opt to cease further paid time payout once said employee draws down to seventy (70) hours of accumulated paid time. The employee will be credited with additional accumulation of paid time during this period until exhaustion which occurs when less than eight (8) hours accumulated paid time remains for distribution. Hospital provided insurances will continue during the period accumulated paid time is paid to maximum of two (2) months in any twelve (12) month

period. The employee must pay their portion of the premium to keep the coverage(s) active. If the leave of absence extends beyond 60 days, the employee will have the ability to maintain coverage through COBRA. Any employee absent five (5) consecutive calendar days due to emergency/unplanned illness or injury, who had not yet secured an authorized LOA, will be placed on LOA retroactive to the first day of absence, and will be required to provide written documentation as set forth in this Section. However, if an emergency or unplanned event does not exist, no LOA will be issued and the employee will be terminated. All disability LOA's must be supported by proper medical documentation from the treating physician, and must include a diagnosis and duration of the disability. The Hospital reserves the right to request supplemental medical documentation from the employee and/or from her physician, and further reserves the right to have the employee examined by a physician of its choice at any time during the term of the LOA. The Hospital physician's diagnosis will control in the event of differing conclusions regarding an alleged work related illness or injury. The employee will pay the monthly premiums for all insurances for each month of leave, if the LOA exceeds fifteen (15) calendar days. The employee's position and shift will be held for the employee for a total of sixty (60) calendar days (whether consecutive or separate) during any twelve (12) consecutive month period or length of disability LOA, whichever is less. After such period, the employee's assignment, shift, and status, upon return to work, will be designated by the Hospital. The employee must pass a Hospital conducted physical prior to being permitted to return to work.

Section E. Disability and personal LOA's cannot be combined without agreement of the Hospital, which is at its sole discretion.

Section F. Any grant or denial, in whole or in part, regarding any LOA which is in the sole discretion of the Hospital will be non-precedent setting and will have no application whatsoever to any past or future grant or denial of a requested LOA or extension thereto. Any decision to grant,

deny, or extend a personal leave or denial to extend a disability leave beyond the aforementioned one hundred eighty (180) day period, cannot be appealed through the Grievance Procedure.

Section G. Military Service: An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

ARTICLE 10
UNIFORMS

Section A. The Hospital and Association agreed to the implementation of a Uniform Dress Code.

Section B. The Hospital has published and shall maintain the RN Uniform Dress Code for the term of this Agreement;

Section C. The Hospital RN uniform dress code shall require specific uniform (including: shirt top, pants, dresses and jackets), of the RN selected color of Navy Blue and designated styles, cuts and trims. All other McLaren Lapeer Region employees shall refrain from wearing the RN designated color of Navy Blue.

Section D. Said uniform shall readily identify all RNs in each unit of the Hospital.

Section E. Registered Nurses' attire will consist of uniform, as described in No.: 3 above, "scrubs". Uniform scrub tops, pants, and/or dresses will be navy blue. Colored trim, stitching and embroidery are acceptable. Solid Colored shirts may be worn under the uniform scrub top or solid colored shirts may be worn under a buttoned uniform jacket. If the jacket is removed during working hours, the top shall be a uniform scrub top; or white or navy blue shirt. Shirts worn under scrub tops or jackets shall conform to existing dress code policy and should complement or match the uniform color of navy blue. The uniform bottoms are navy blue. The uniform jacket is navy blue or white. An exception to this dress code may be required in departments/units in which it is a requirement to wear hospital-laundered uniforms.

Section F. RN scrub uniform shall be available in multiple styles, cuts, and trims to account for individual RN body types and manufacturer preference.

Section G. The RN uniform dress code policy shall make allowances and authorize RNs to wear individualized uniforms on the following occasions: (1) One week prior to, and up to recognized

contract Holidays (2) Special Occasions as designated by the parties; and (3) Logo Wear Day: Every Friday, RNs who participate in the McLaren Lapeer Region employee giving program are allowed to wear any and all McLaren Lapeer Region Logo wear, including but not limited to: scrub tops, pants, jackets, fleeces, sweatshirts, tee shirts and any and all other clothing items that display the McLaren Lapeer Region Logo.

Section H. All RNs shall wear the RN uniform in the designated colors and styles during all working hours at McLaren Lapeer Region Health Care facilities, except one week prior to, and up to recognized contract Holidays, and on designated special occasions.

ARTICLE 11
PAY PERIOD/PAY DAY/DIRECT DEPOSIT

Section A. Pay Period/Pay Day:

A pay period is fourteen (14) continuous days beginning on Sunday. Paychecks will be issued via direct deposit by the Friday following the end of the pay period; confirmation stub to be available electronically.

Section B. Direct Deposit:

All employees will have their paycheck directly deposited to their bank account at a participating banking institution each and every pay period (bi-weekly).

The program guidelines are as follows:

1. The direct deposit amount may be sent up to three (3) banking institutions.
2. The account to which the deduction amount is deposited must be in the name of the employee.

Employees can sign up for the program in Human Resources. They need to complete a Direct Deposit Authorization Form and furnish a deposit slip for their checking account. Human Resources will require a reasonable amount of time to process enrollments, increases/decreases in deductions, and terminations. The effective date of the activity will, therefore, depend on when the request is made and when the next pay period preparation deadline occurs. Changes will always be implemented as soon as possible.

ARTICLE 12
PERSONNEL FILES

Section A. Employees shall, upon written request, within a reasonable time of such request, be able to review the contents of their personnel files maintained by the Hospital. A staff council representative may accompany an employee during such review. The employee and staff council representative, if any, will review the personnel file during non-work time. Copies of the file shall be provided, upon request, at a reasonable cost to the employee.

Section B. Employees may submit material to their personnel files that attests to their proficiency and experience, or otherwise supplements their employment record.

ARTICLE 13
SPECIAL CONFERENCES

Section A. A special conference may be initiated by either the Association or the Hospital up to four (4) times during a contract year. The time and place will be mutually set; the request will be in writing directed to either the Association in Lansing or the Hospital's VP of Human Resources.

Section B. The written request will set forth an agenda regarding matters of mutual interest. Neither party is required to agree to any proposal of the other. Grievances will not be a proper subject of such conferences.

Section C. The Hospital will pay one-hundred (100%) percent of actual time spent at the special conferences by Staff Council President and up to two (2) employees at their base hourly rate if the special conference is held on a regularly scheduled shift. Time spent does not count toward overtime calculation. The conference will last no longer than two (2) hours, unless mutually extended.

ARTICLE 14
STAFFING PRACTICE

Section A. The Staffing Guidelines for Registered Nurses in effect for each nursing unit (See Appendix A) shall remain in effect unless otherwise modified by mutual agreement, during a special conference (See Article 13-Special Conferences). These guidelines shall be the standards for staffing. However, the parties recognize that factors (including but not limited to changes in patient census or acuity and unplanned absences) affect the ability of a unit to maintain the established guidelines. The Employer will make reasonable efforts to maintain the established guidelines in responding to unforeseen circumstances. The determination of staff need is made by the Department Manager, Nursing Supervisor and/or designated Charge Nurse. Factors such as higher and/or lower than expected patient acuity and anticipated admissions/increases and or discharges/declines in census may be taken into account when staffing decisions are made. Provided, however, that in no event will staffing on a unit be intentionally reduced (excluding unforeseen circumstances) by more than one RN from what otherwise is provided for the unit and shift in the RN Staffing Guidelines. Any discrepancy regarding staffing needs made on an off shift between the Nursing Supervisor and Charge Nurse will be communicated to the Department Manager for immediate resolution. The need for staff is based on patient acuity and unit census and all other factors as defined above.

Section B. **Staffing Resolution Process:** Both the Employer and the Association recognized the importance of prompt and effective resolution of concerns/issues and hereby establish the following process for responding to and resolving the concerns/issues.:

1. When a staffing issue or a complaint that the staffing in a specific patient care area during a specific shift according to the guidelines arises, taking into account the acuity of the patients, and census and the assignments, the Registered Nurse will discuss the

concern with the immediate assigned Charge Nurse and notify the Manager or their designee (NAS when they are on duty). A union representative may be involved in the discussion if requested by the nurse. Once the Manager or designee is notified, the Manager or designee will communicate to the unit assigned Charge Nurse what actions have been taken to correct the situation. At this time, the assigned Charge Nurse may need to assist with a comparable assignment of patients. Documentation will be kept in the Nursing Office of those nurses called to assist with the current situation. Any situations occurring while a Nursing Supervisor is on duty will be communicated to the Manager the following morning.

2. When the resolution is not satisfactory or the issue is not resolved within three (3) hours, a staffing form will be completed and this concern/issue will be forwarded for discussion at the next Staffing Committee meeting. The Staffing Committee, comprised of two (2) representatives of management and two (2) representatives of the Association, will meet monthly to review the staffing forms and make a determination as to whether a variance from the RN Staffing Guidelines occurred and, if so, whether the variance was reasonable in light of the above referenced factors. If the variance was not reasonable the Staffing Committee shall establish staffing solutions for the problems identified in the staffing forms or during the course of the review and shall make recommendations to implement such changes within fourteen (14) days of the committee meeting or a mutually agreed upon timeframe. The Staffing Committee will communicate its findings to the appropriate staff and manager. The participating RNs shall be compensated at their regular rate of pay for time spent in Staffing Committee meetings during their regularly scheduled shift (not to exceed two hours).

3. The Association's Staffing Committee representatives shall provide the committee agenda to the affected units and Management staffing committee representatives seven (7) days prior to the meeting. The Committee may ask to have the Union Representative, the Registered Nurse, and the Nursing Manager or designee to be present if specific detail is needed to further discuss the concern/issue or make its findings.
4. Once the Committee has discussed the concern/issue, written communication will be provided to the appropriate Unit, Registered Nurse(s), and Manager/Supervisor. The Staffing Committee shall provide the appropriate follow-up on each staffing form to ensure that the resolution and/or findings are properly communicated and implemented.
5. Minutes shall be taken during the Staffing Committee meeting. Management shall post the minutes in the Nursing Office and email them to all RNs within three (3) days of approval by the Staffing Committee. Management representatives will communicate its findings to the Nursing Managers/Supervisors.
6. If the resolution is not adequate, or is not working to address the staffing concern, the issue shall be returned to the Staffing Committee for an alternate solution/recommendation and implementation until such staffing concern is resolved.
7. The Management's Staffing Committee representatives will implement the agreed upon resolution within fourteen (14) days of its recommendation, or a mutually agreed upon timeframe. The affected RN shall notify the Staffing Committee immediately if the agreed upon resolution is not implemented within the agreed upon timeframe.
8. Only when the staffing concern is not resolved through the Staffing Committee, the RN may advance the concern to the Nursing Directors and/or CNO for review and resolution.

ARTICLE 15
ROLE OF THE NURSE

Section A. The parties share a common goal and responsibility for providing nursing care to patients consistent with their care needs, regulatory requirements and evidenced based best practices which are within the scope of available nursing resources. The Hospital will utilize the Registered Nurses' professional skills to exercise informed judgment to the fullest extent in providing high quality nursing care to patients. The Hospital recognizes that Registered Nurses shall ordinarily be permitted to carry out their primary responsibilities of patient care; and, thus, it shall make a good faith attempt to see that nurses are not expected to perform functions on a routine basis usually performed by other departments of the Hospital. Registered Nurses have the responsibility for assessment, planning, implementing, and evaluating nursing care including patient teaching and coordination of services. The Hospital has the responsibility to assist the Registered Nurse in fulfilling such responsibilities. It is the responsibility of each Registered Nurse to maintain and upgrade his/her knowledge and skills affecting the quality of nursing care. It is the employer's responsibility to establish programs and/or provide resources and appropriate opportunities within and outside the Hospital for orientation and staff development; and to support, encourage and equalize opportunity to seek continuing professional development.

Section B. Registered Nurses shall comply with the code for nurses of the American Nurses Association as a minimum, including its interpretive statements, the Standards of Nursing Practice of the American Nurses Association, the Michigan Public Health Code, and provide nursing care, which is safe and adequate. The parties, including all Registered Nurses, shall act in compliance with state law and accreditation standards.

Section C. It is understood and agreed to by the Hospital and the Association that the Hospital welcomes the input of each Registered Nurse and that Registered Nurses interact and participate

with Hospital management, facilitators, and other team members in the formation and/or redesign of care delivery and/or the achievement of organizational goals. Additionally, each Registered Nurse is responsible and expected to actively promote the services of the Hospital in the community.

Section D. Nothing contained in this Article shall be construed or interpreted to relinquish in any manner the Hospital's right to manage the affairs of the Hospital as set forth in this Agreement's Management Rights Article.

ARTICLE 16
REDUCTION IN STAFF

Section A. The following procedure will be utilized when the Hospital determines that a reduction in staff should occur:

1. The Hospital will determine if a reduction in the workforce is necessary for a specific unit and specific shift, and determine the number of hours and/or positions to be eliminated or affected. The Employer will schedule a meeting with the Association to provide the plan for staff reduction. This notification will occur at least four weeks prior to the effective date of the reductions.
2. For purposes of reduction of staff, the units are defined as follows:

Unit	Department/Cost Center #
Med Surg	23310
Telemetry	23340
PCU	20410
Birth Center	23320
Ortho	23330
Behavioral Health	27610
ICU	20020
TCU	27210
Outpatient (I West)/PST	30210 & 30510
Surgical Services/Endoscopy	30010
Emergency Department	31010
Anesthesia	30110
Recovery (PACU)	36610
Diagnostic Imaging	32010
Heart and Vascular	35010
Wound/Hyperbaric	36610
Cardiac Rehabilitation	35700
Pain Clinic	37110
Coumadin Clinic	36410

3. Reductions in the workforce shall be conducted in accordance with the following procedure:

a). The needed number of probationary employees within the affected job classification in the nursing unit will be laid off.

b). If there is further need to reduce staffing levels, all non-probationary employees in the affected job classification, in the identified unit and shift, will be requested to volunteer for layoff and/or reduction in hours, or for reduction to casual status. A notice will be posted in the affected unit for a period of twenty-four (24) hours requesting such voluntary action. A Staff Council Representative will be given a roster of bargaining unit employees and their telephone numbers as they appear on Hospital records, in the affected unit and job classification. In the event the volunteered hours exceed the targeted hours, preference for reduction will be awarded by seniority in descending order (high to low). If reduced hours are returned to that unit within eighteen (18) months and operational needs permit, the hours will be offered to employees remaining within such unit whose hours were reduced, in order of bargaining unit seniority.

c). If there is further need to reduce staffing levels all remaining employees in the particular nursing unit will be ranked by total bargaining unit seniority. Selection will be made by inverse order of seniority (low to high) within the affected unit and affected shift until the needed number of reduced hours are met, provided those who remain in the unit have the ability to perform the necessary work within a six (6) week training period. A full-time employee shall not be required to accept a part-time position, but may instead follow the process outlined in Section B.

Section B. The needed number of employees in the impacted classification of the unit will be retained by total bargaining unit seniority. The balance of employees within said classification can, in order of bargaining unit seniority:

1. Bid for any vacant position as listed on the Human Resources open position job log, if the employee possesses the existing required entry qualifications of the job classification in that unit. The position will be awarded to the laid off employee if that employee has higher seniority than all other candidates bidding.
2. If the RN chooses not to move into a previously posted vacant position pursuant to Paragraph 1 of this Section B, the affected RN may displace the least senior registered nurse on a different unit in the same or lesser status (FT, PT) and shift, and assume the shift and status, provided the employee has the ability to perform the work within a six (6) week training period and has more seniority than said least senior registered nurse.
3. A bumped full-time or part-time employee will have the same options, and have to meet the same requirements as outlined above.

Section C. The bumping employee will have to successfully complete the orientation program in the new unit. However, the Hospital reserves the right to disqualify said employee from the bumped-to position during the orientation program and said disqualified employee will be given the option of accepting layoff or reduction to casual status. The Hospital further reserves the right to shorten or waive the orientation program in its discretion, which results in the successful completion of the orientation program.

Section D. Any employee who opts for layoff, or is laid off, does so for the balance of the layoff period.

Section E. When the Hospital determines to fill a vacancy in the affected unit, job classification and shift, then employees laid off from that department within the job classification (and shift) will be offered the vacant position in order of unit seniority within full-time or part-time status, if the vacancy to be filled arises within one (1) year after the reductions. An employee, once refusing any such offer, will forfeit all further consideration for recall. The employee shall report to work within

three (3) days following recall from layoff, unless a longer time is mutually agreed upon between the Hospital and employee, which agreement will be on a non-precedent setting basis to any previous or future agreement. Notification of recall is to be first by telephone and thereafter by certified mail. Failure of the employee to retrieve or accept a certified letter will be construed as notice as of the date of transmission.

Section F. The Hospital will not schedule bargaining unit casual employees or agency staff in the job classification on the affected unit and shift until the remaining full-time and regular part-time employees, retained per Section B above, have been scheduled by the Hospital.

Section G. A full-time or regular part-time bargaining unit employee, reduced to a casual position as a direct result of a reduction in staff, will be called to work in their prior unit and job classification before other casual nurses are called. No monetary liability will result in the event of a failure to call. Said employee will comply with the rules and procedures then in effect regarding casual nurses.

Section H. In the event of a closing of a unit or permanent transfer of patient services, staffing reductions will be handled pursuant to Section A and B of this Article.

ARTICLE 17
STAFF ADJUSTMENT

Section A. When the Hospital determines to reduce staffing for a particular shift or a portion thereof, bargaining unit employee(s) in the affected job classification on the impacted shift in the particular nursing unit will be staff adjusted (instructed not to report or sent home) for that shift or portion thereof in the following order:

1. When an agency nurse is scheduled to work and a staff adjustment is necessary, the Hospital will cancel the agency nurse prior to canceling any bargaining unit employee if the agency contract permits such without any adverse impact to the Hospital. A core bargaining unit employee will not lose wages or PTO due to a mandatory staff adjustment because an agency nurse is working.
2. If an agency nurse cannot be canceled and a full-time employee is scheduled for an extra day, the employee working the extra day will be canceled.
3. The Hospital will then seek volunteers to be staff adjusted from among core department employees. In the event there are a greater number of volunteers than needed, selection will be by rotation.
4. The Hospital will then select those casual employees by rotation to be staff adjusted.
5. If no casual employees are scheduled, the Hospital will select those core float pool employees to be staff adjusted, provided there is no other unit need for the float employee to fill.
6. In the event the need to impact core department staff still exists, then staff adjustment will be by bargaining unit seniority starting with the least senior.

Section B. Employees may use accumulated paid time off (PTO) for staff adjustment time, not to exceed normal scheduled work hours.

Section C. Paid staff adjustment time shall be counted towards accumulated paid time off (PTO) accruals and bonuses.

Section D. The current practice of minimum two (2) hour report-in pay will be maintained during the life of the Agreement. Any employee who has been notified by means of a telephone call to the telephone number appearing on their unit/cost center file, at least two (2) hours prior to reporting to work at the regular starting time, will not receive report-in pay.

Section E. Unless mutually agreed, employees may be staff adjusted for half of their scheduled shift based on staffing needs of the unit.

ARTICLE 18
JOB POSTING

Section A. The Hospital shall determine when a full-time or part-time vacancy exists in a contract job classification, and whether and when to fill the vacancy, then:

1. The vacancy will be posted electronically for seven (7) calendar days. The employer shall post a summary of job postings on the general posting board, unless mutually agreed by the parties to limit the posting to electronic availability.
2. The posting shall list the date of the posting, the date the posting expires, the unit, specific shift (Example: 8-hour/first shift), full-time or part-time status, the duties and responsibilities, and the specific qualifications. The Hospital will indicate the initial start time for the posted position but can also indicate that the position is subject to variable start times and shifts.
3. Bidding rights will be limited to full-time, part-time, and casual seniority employees who, at the time of bid, have been in their then current position for at least six (6) months and who, at the time of bid, have not been issued a written warning or more severe discipline during the prior six (6) month period.
4. Employees eligible to bid as defined in 3 above, must possess the minimum qualifications for the position as set forth in the position job description. The Hospital will then select the bidder with the most/best preferred qualifications as set forth in the job description as determined by the Hospital. Overall work record will also be considered. In the event bidders are equal in both qualification and overall work record, then bargaining unit seniority will prevail.
5. The selected employee shall start working in the newly awarded position within fifty-five (55) days of being awarded the position, unless advised by the unit manager that a longer

- period is necessary not to exceed ninety (90) days. The selected employee must then successfully complete the unit's position probation of ninety (90) days if such is longer than the position orientation period or the position orientation period if greater than ninety (90) days. If the employee is deemed unsuccessful at any time during the applicable position probation or orientation probation period as determined by the Hospital, then said employee will return to her former position if yet not filled; otherwise the employee can bid for any open vacancy she is qualified for (job description minimum requirements) or assume a casual position.
6. If there is no timely qualified bidder, then the Hospital can hire from outside the Hospital or select a qualified non-unit or probation employee of its choice.
 7. The minimum and preferred qualifications in effect at time of contract ratification cannot be grieved. The Association reserves the right to grieve modifications to the above noted requirements if such are not related to the job. An eligible employee not selected can grieve that she possesses the designated qualifications.
 8. An employee successfully bidding to another unit cannot bid for any other posted vacancy for a period of six (6) months. No such restriction exists for an otherwise eligible employee bidding for a posted vacancy within the same unit. In addition, no such restriction exists for an otherwise eligible employee bidding after being bumped as a result of a reduction in staff, however, once such employee thereafter successfully bids, she cannot bid for any other vacancy for a period of six (6) months. An employee bumped per reduction in staff waives recall to her former position upon selection for a posted vacancy.
 9. The Hospital and Association agree relative to Article 18, Job Posting that core unit employees will bid and be considered on the same basis as any other bidder.

10. An RN who successfully bids on a position shall have the right to later reject the award of that position within two (2) weeks from the award provided the vacated position is still open.

ARTICLE 19
HOURS OF WORK

Section A. The work week will be a period of seven (7) consecutive days beginning at 12:01 a.m. on Sunday. The definition of work week shall not be construed as a guarantee of work by the Hospital.

Section B. The work schedule will be posted no later than two (2) weeks prior to its beginning and will cover a minimum period of four (4) calendar weeks.

Section C. The schedule will designate each full-time and regular part-time employees days and hours assigned for that minimum four (4) calendar weeks, or longer, period.

Section D. There is no normal work day or work hours for casual employees. Hours to be worked by such employees will be determined at the sole discretion of the Hospital.

Section E. A standardized work shift can be up to twelve (12) hours.

Section F. Notice of change in scheduled days between posted monthly schedules will be provided to the RN at least fourteen (14) days in advance of change. A change in shift and/or hours within unit, shift, and job classification will be accomplished by first seeking volunteers and, if an insufficient number of volunteers exists, then by inverse order of seniority.

Section G. Full-time and part-time employees will work every other weekend, unless designated otherwise. The weekend work requirement shall include no more than two (2) scheduled weekend shifts per scheduled weekend. The weekend may begin at 7:00 pm Friday and end at 7:30 am Monday. The Nurse Manager on each unit will determine the weekend schedule for each unit. When it is determined that the unit weekend is Friday and Saturday, then any hours worked Sunday through Thursday are considered weekday. When it is determined that the unit weekend is Saturday and Sunday, then any hours worked Monday through Friday are considered weekday. Employees are required to make-up weekend shifts missed due to absenteeism. Employees who are regularly

scheduled every other weekend will be required to make up weekend shifts if more than two weekends (4 shifts) are missed within a 12-month rolling calendar. Employees regularly scheduled to work every third weekend will be required to make up weekend shifts if more than one weekend (2 shifts) are missed within a 12-month rolling calendar. This weekend make-up assignment will be equal to the number of days absent on the most recent weekend (one (1) or two (2) days) and will be scheduled within three (3) months. The weekend make-up assignment will be scheduled by mutual agreement and will provide the employee as much notice as possible and afford the employee the customary assignment choices when they are available. It is understood that the Hospital is not required to schedule a distant weekend assignment when the need to schedule an earlier assignment is pressing. It is understood that absences relevant to a weekend make-up requirement may also be subject to other considerations the Hospital may take in connection with corrective action.

Section H. The nurses in any unit may self-schedule with final approval of the Nurse Manager.

ARTICLE 20
OVERTIME

Section A. **General:** Bargaining unit employees will be authorized to work overtime when it is determined that it is necessary in order to maintain operations or achieve approved department objectives. Overtime may not be worked without prior approval by the Nurse Manager or her designee.

Section B. **Calculation of Overtime Hours:** Only those hours actually worked and legal holiday hours will be included in the calculation of overtime. Non-holiday PTO hours are not considered hours worked for overtime calculation.

Section C. **Overtime Payment:** If an hourly employee works more than forty (40) hours in one (1) calendar week, all hours in excess of forty (40) will be paid at the rate of time and one-half (1½) the regular hourly rate. In the future, unit hourly employees will be paid overtime on the same basis as non-unit hourly employees employed at the Hospital.

Section D. **Non-Approval By Nurse Manager:** As long as an employee is performing McLaren Lapeer Region job duties in excess of forty (40) work hours in one (1) calendar week, overtime must be paid. However, if the overtime is not approved in advance, the Nurse Manager or her designee is expected to review proper procedure with the employee and document such.

Section E. When a decision is made to mandate a nurse, the Hospital will first seek volunteers and offer time and one-half (1½) in seniority order to RNs on that shift in that Unit qualified to perform the available work. If there is an insufficient number of volunteers, then the least senior qualified nurse working on that Unit will be required to work until a replacement can be obtained unless the RN agrees, until no longer needed. In any event, the maximum hours required to work shall not exceed four (4) hours beyond the scheduled shift. A nurse will not be mandated more than

once per calendar quarter, unless mutually agreed. There will no pyramiding of overtime hours.

This premium will only be paid if time and one-half (1½) is not applicable.

ARTICLE 21
BREAKS AND LUNCH

Section A. As work load permits, a fifteen (15) minute rest period may be scheduled during each full four (4) hour work period. No rest period will be scheduled for less than four (4) hours worked. The specific times for rest periods will be arranged by each Nurse Manager, House Supervisor, or designee. Rest periods shall not be taken in conjunction with meal periods. There will be no accumulation of break times. However, 12-hour shift employees may combine, with supervisory approval, two of the three 15 minute breaks. An employee must obtain the approval of their Manager, House Supervisor, or designee before leaving the premises during their break period and must swipe out of the timekeeping system at the time of leaving and swipe back in upon return. If an employee swipes back in within the 15 minute allowed break period, the entire break will be paid. If the break period extends beyond the 15 minute allowed time, only 15 minutes will be paid and the remaining time will be unpaid. Employees who take longer than a 15 minute break period will be subject to corrective action.

Section B. As work load permits, an unpaid thirty (30) minute meal period may be scheduled in addition to each eight (8) hours of work. The specific time for meal periods will be arranged by each charge nurse / supervisor. If the meal is interrupted such that an employee is called to duty or cannot take a full meal period during the shift, the unused meal time shall be counted as time worked. The employee must notify her Nurse Manager, Supervisor, or designee if she is unable to take her meal period at the scheduled time.

ARTICLE 22
BEREAVEMENT

Section A. Time Off: The Employer shall offer a bereavement period for employees in accordance with the following:

<i>Period</i>	<i>Relationship</i>
Up to 40 hours in one week	Spouse, parent, domestic partner, loco parentis, child (including pregnancies greater than twelve (12) weeks gestation), current step-parent, current step-child
Up to 24 hours in one week	Grandparent, grandchild, sibling, current half-sibling, current parent in law, current brother or sister in-law, current son or daughter in-law, current step-sibling.
1 scheduled work day, up to a maximum of 12 hours	Great Grandparent, aunt, uncle, niece, nephew, first cousin

“Domestic Partner” is defined as an established relationship in which two (2) people living together/cohabit. The family of an employee’s domestic partner is not included.

Section B. Applicable Time Periods: A “recent death” shall be defined as a death occurring within five (5) calendar days of the request for a bereavement period. A bereavement period shall not exceed twelve (12) calendar days from any one of the following dates: (1) the date of death; (2) the date of the funeral or memorial service; or (3) the date the RN commences travel related to the recent death. However, the bereavement period for a great grandparent, aunt, uncle, niece, nephew, or first cousin, as provided in Section A of this Article, must be used on the date of the funeral or memorial service.

Section C. Bereavement Period Scheduling: Upon requesting a bereavement period, a RN shall notify her supervisor of the specific date(s) in which the applicable bereavement period will be utilized.

Section F. A seniority full-time or regular part-time employee scheduled to work a contract holiday and who works the holiday will be paid two (2) times the employee(s) straight-time base rate of pay. However, if the employee does not work the holiday as scheduled, she will receive no PTO accrual for the pay period in which the holiday falls.

Section G. A seniority full-time or regular part-time employee scheduled on-call who is called in and who works the contract holiday will be paid two (2) times the employee's straight time base rate of pay.

Section J. A seniority employee may not work the same holidays in two consecutive calendar years, unless the employee has volunteered, changed units during the period involved or was scheduled and absent the holiday the prior year, excluding the trade days and staff adjustments.

Section K. A seniority employee shall not be required to work both Christmas Eve and Christmas Day or both New Year's Eve and New Year's Day in the same calendar time period (i.e. 12/31/03 and 1/1/04) unless the employee was scheduled and absent the holiday the prior year, excluding trade days and staff adjustments. (Seniority RN can be scheduled to work two (2) of four (4) days). Staff adjustment on holidays will be by bargaining unit seniority by department (high to low) within job classification and unit, subject to there being sufficient experienced core staff on duty, as determined by Department Supervisor.

ARTICLE 24
PAID TIME OFF

Section A. PTO will be used for vacation, sickness, contract holidays, birthday, personal business, staff adjustment, and where indicated elsewhere in this Agreement.

Section B. PTO can be used by seniority full-time and regular part-time employees scheduled thirty-two (32) or more hours during a pay period on a regular basis.

Section C. PTO will begin to accrue for full-time and regular part-time employees scheduled to work thirty-two (32) or more hours on a regular basis during a pay period from date of hire. PTO will not accrue unless the employee has at least 32 hours paid in the pay period. Other than for staff adjustment, PTO cannot be used by an eligible employee until after completion of ninety (90) days of employment.

Section D. PTO will accrue each pay period based on the number of actual hours paid, not to exceed 2080 hours in each calendar year. Eligible bargaining unit employees may accrue up to 400 hours of PTO. When the PTO bank reaches 400 hours, PTO will stop accruing. In April and November of each calendar year, employees may elect to receive cash payment for any portion of their accrual bank. Payment is at the employee's straight-time hourly wage rate, exclusive of premiums, at time of payment.

Section E. Effective January 1st, 2012 through December 28, 2013, Paid Time Off will be earned in accordance with the following table:

<i>Service Hours</i>	<i>Accrual Rate</i>
0 – 20,719	.1038 of actual hours paid
20,720 +	.1231 of actual hours paid

Effective December 29, 2013, Paid Time Off will be earned in accordance with the following table:

<i>Years of Service</i>	<i>Accrual Rate</i>
0 - 5	.1000 of actual hours paid
5 - 10	.1192 of actual hours paid
10+	.1385 of actual hours paid

***Employees hired prior to ratification of the current contract with less than five years of service as of the ratification date, will continue to accrue PTO at a rate of .1038 until they reach their five year anniversary of employment, at which time their accrual rate will increase to .1192.*

***Employees whose PTO bank exceeds 400 hours at the time of ratification may continue to accrue PTO, but must reduce their PTO bank below 400 hours as soon as possible, but no later than December 31, 2016. Once the PTO bank is reduced below the 400 hour maximum PTO will stop accruing when the bank reaches the 400 hour maximum according to Section D.*

Section F. PTO hours will not be considered hours worked for purposes of calculating overtime payment.

Section G. There can be no advance use of PTO.

Section H. Full-time or eligible part-time employees converting to casual status will have their accrued PTO's, if any, paid off at the employee's straight-time base rate, exclusive of premiums, at time of conversion.

Section I. An eligible employee must give (7) days advance notice of PTO use for non-prescheduled vacations and birthdays, and forty-eight (48) hours notice for all other reasons except immediate illness. If there are no other bargaining unit employees scheduled to be off in the unit, time off may be granted, subject to patient care considerations. The Employer will notify the employee of approval or denial of time off within forty-eight (48) hours of the employee's request, provided the employee gives at least seven (7) days advance notice. The time off will not be

unreasonably denied. Employees may trade with other qualified employees on short notice, but must utilize the written approval process in effect at time of contract ratification. Employees may not be granted PTOs in excess of two (2) weeks (whether consecutive or non-consecutive days requested) during the period of May 1 through September 15, until all of the employees in the Unit who have timely requested have been granted at least one (1) week of vacation.

Section J. Vacation time off will be arranged each year in the following manner:

1. On forms furnished by the Hospital, the employee will indicate her preference for vacation time off. This form will be turned in to her Nurse Manager or her designee no later than March 15 and/or September 15 each year.
2. By April and October 1 of each year, the Hospital will post the vacation list showing the time off granted for each full-time employee in forty (40), thirty-six (36) or thirty-two (32) hour blocks, and for regular part-time employees in blocks equal to the number of regularly scheduled hours at time of request. The April 1 posting will cover the period May 1 – October 31; the October posting will cover the November 1 – April 30 period.
3. The Hospital's objective is to approve timely vacation requests. In this regard, the requested time off shall be subject to patient care considerations in the Unit as defined below. If there is a request for the same time off by two or more employees in the same unit and by granting all of the requests the Hospital would not be able to operate efficiently, the requested time off shall be granted to the employee with the highest bargaining unit seniority. Vacation approval will not be arbitrarily withheld.

For the purpose of vacation scheduling, the following units will be scheduled separately, provided there is adequate coverage in that specific unit:

Med/Surg/Ortho	Emergency Department	Pain Clinic
Telemetry	Birth Center	Wound
TCU	Surgical Services/Endo	Behavioral Health Unit
PCU	Recovery Room	Diagnostic Imaging
ICU	Outpatient(IWest)/PST	
Heart and Vascular	Anesthesia	

4. When an employee submits a vacation request prior to March 15 or September 15 which cannot be granted, the employee may submit another request prior to April 8 or October 8 for block time off in any of the remaining open weeks during the vacation periods designated in 2 above. Such requests will be handled according to Section J, paragraphs 2 & 3, and will be answered by April 22 or October 22. In no event will an employee who has submitted and received approval of vacation prior to April 1 or October 1 be displaced. Employees who fail to submit their preference prior to March 15 or September 15 will be given time off by bargaining unit seniority, but in no event will they be permitted to displace an employee who has submitted a timely bid. Requests for the same time off by two or more employees bidding after March 15 or September 15 will be administered in the same manner as set forth in No. 3 above. Employees will be given notice of approval or denial of PTO vacation time two (2) weeks after submission of such request.
5. Approval is subject to the employee possessing sufficient PTO at the time the vacation period is to start.

ARTICLE 25
GENERAL

Section A. The Hospital may require that employees submit to physical examinations by a Hospital appointed doctor, when such tests and examinations are considered to be of value to the Hospital in maintaining a capable work force, or for employee health and safety. The Hospital will pay the cost of such tests and examinations.

Section B. The Hospital may, at its discretion, require that employees provide specific and detailed medical data from the employee's doctor or the Hospital's doctor, stating the cause of the absence for any illness or injury which has resulted in lost work time of three (3) or more consecutive work days.

Section C. Casual employees off due to illness or physical ailment shall be required to receive and successfully pass the same physical examination given to full-time and regular part-time employees returning from a disability leave of absence to determine their continuing ability to perform the duties and responsibilities of their position, or of the position to which they may be assigned.

Section D. McLaren Lapeer Region is a smoke free campus. To promote a healthy lifestyle, McLaren Lapeer Region employees will refrain from the use of any tobacco products during their scheduled shifts. This includes breaks, however does not include lunch periods. An employee who arrives at the work place or returns from their thirty (30) minute lunch period with the odor of tobacco shall be required to perform necessary hygiene measures to remove the tobacco odor.

ARTICLE 26
FLOATING AND RESOURCE POOL RNs

Section A: Definitions. Resource Pool and Core RN

1. **Resource Pool RN:** The primary function of the Resource Pool shall be to provide appropriate staffing to the Nursing Units based on need. Resource Pool RNs shall be utilized to meet the staffing needs of the hospital and fill holes in the schedule. The Resource Pool RN shall not be considered core staff RNs. Higher acuity units, including but not limited to the ED and ICU, will get priority usage of the Resource Pool RN's. Behavioral Health may utilize the Resource Pool RN to fill holes but there must be a core RN on duty at all times in that unit.
2. **Core RNs:** Core Unit RNs are those RNs hired to a specific unit and are regularly scheduled to work in accordance with work schedules established by the Medical Center (See Article 2 Definition of Employee).
3. **Orientation Checklists and RN Competencies:** Appropriate orientation to the Nursing Unit will be provided. The Hospital, with the input of the affected RN's, is responsible for the development of the RN orientation checklist and competencies necessary for the RNs to achieve and maintain the necessary requirements and qualifications to float each specific nursing unit. Competency training, certifications, unit orientation and checklists, of the resource pool and core RN floating to another unit will be consistent with the skill requirements of the specific unit(s). The number of hours needed for each orientation shall be determined on a case by case basis for each RN in conjunction with the orientation checklist and competency requirements. The Staffing Committee shall review and provide input to the Hospital regarding the competency training, certifications needed and unit

Nursing Service Lines

ICU
PCU
Telemetry
Med/Surg/Ortho
TCU

The nurse that is floated has the right to have her manager or house supervisor review her assignment for appropriateness and make changes if needed. RN's will not be floated more than two (2) times in any shift. The Resource Pool or Core RN shall have appropriate time to complete patient care and documentation of care on the unit they are currently working before required to float to another unit. (e.g. start on unit A float to unit B then float to unit C; OR start on unit A float to unit B then float back to unit A).

Section D. Any RN who is floated to the ED and has not yet completed their ED orientation, may be paired with the Charge Nurse to meet the overall needs of the department, unless the nurse that is floated requests to work her own assignment. The RN may be assigned holding patients equivalent to their core unit assignments, competencies, and staffing guidelines for the unit that the patient is holding. The RN shall perform, at least the following for holding patients: admissions, assessments and develop and implement a care plan based on the requirements and competencies of the unit to which the patient is holding.

Section E. At the beginning of each shift, the floating needs of the units will be determined and addressed according to this Article. Charge Nurse shall be assigned, pursuant to Article 31, only after the float needs are addressed. Once the Charge Nurse for that shift is assigned, they will be exempt from floating.

Section F. Unless mutually agreed, a core unit RN will not be floated until they have completed the following:

1. Worked at least 1040 hours as an RN at the Medical Center.

2. Completed their orientation period within their core unit; and
3. Completed the orientation and competency requirements for the units within their nursing service lines to which they are floated.

Section G. The following are closed units: OB and Surgical Services. Closed units have an obligation to staff their Unit.

Section H. In the event there is an urgent or emergent situation, volunteers may be floated in or out of the Closed Units, provided the RN has the skills and abilities to perform the duties on the Unit as defined above.

Section I. When a staffing need is present and there are no available staff to float or the staffing need remains even after available staff floats, the Hospital will act in the following order:

1. Call in "Stand-By" staff pursuant to Article 38. (Call in "On-Call" staff in Surgical Services or Birth Center pursuant to Article 38.)
2. Call in First Available staff pursuant to Article 37.
3. Send a broadcast page/text out to staff (voluntarily enrolled in the pager/text program). Staff enrolled in the pager/text program will not be called.
4. Call in core unit staff unit (full-time and part-time nurses) in seniority order, high to low.
5. In the event no unit full-time and part-time nurses are available, calls will be made in seniority order to Resource Pool RN's.
6. Call in agency staff, with management discretion.

ARTICLE 27
TUITION REIMBURSEMENT

McLaren Lapeer Region will continue to provide tuition reimbursement on the same basis and terms as currently provided under the Tuition Assistance Policy #250, dated February 1, 2012. The tuition benefits offered to all Registered Nurses will not be reduced below seven hundred fifty (\$750.00).

ARTICLE 28
FATIGUE TIME

Definition of Fatigue Time: The period of time during which an RN requests, and is approved time off from her regularly scheduled work hours as a result of working on-call hours beyond their scheduled shift.

1. If six or more hours are worked during the weekday on-call, the RN may request to take up to six (6) hours of fatigue time for the morning immediately following the night of call.
2. RNs assigned to weekend call may request fatigue time if they worked sixteen (16) hours or more within a twenty-four (24) hour period.
3. The RN shall contact the Nursing Supervisor as soon as the RN anticipates the need for fatigue time. This must occur prior to leaving the Hospital to allow for the Nursing Supervisor to provide adequate coverage. The Employer shall do everything possible to facilitate the release of the RN for the use of fatigue time and shall make all reasonable efforts to provide coverage for the shift left open due to the exercise of fatigue time.
4. Fatigue time is unpaid time. The RN may request to use PTO to make up these lost hours. The RN shall be exclusively responsible for notifying the department timekeeper of their request to use PTO. If no such request is made the time off will be without pay.

ARTICLE 29
PROFESSIONAL NURSE PRACTICE COUNCIL

Section A. Professional Practice Council

The parties recognize that Nurses are an integral part of our health care delivery system, both in terms of patient contact and an understanding of the link between patient outcomes and quality of nursing care. The parties will work to promote a professional practice environment that incorporates the American Nurses Association Standards of Practice and Standards of Professional Practice.

Standards of Practice (Nursing Process)

1. Assessment
2. Diagnosis
3. Outcomes Identification
4. Planning
5. Implementation
6. Evaluation

Standards of Professional Practice

1. Quality of Practice
2. Education
3. Professional Practice Evaluation
4. Collegiality
5. Collaboration
6. Ethics
7. Research
8. Resource Utilization
9. Leadership

The Hospital and Association agree to the creation of a Professional Nurse Practice Council (PNPC). The professional environment is a critical factor in promoting and maintaining quality of patient care, professional satisfaction, the ability to comply with the law, and safety for the nurse and patient. Therefore, the environment is structured to provide leadership and collaborative decision-making based on mutual respect which encourages full participation.

The Council will be charged with addressing issues related to the professional practice of nursing by focusing on ANA Standards of Practice and Standards of Professional Practice. Roles and responsibilities of the PNPC are consistent with the Professional Nurse Practice Council Bylaws. These bylaws are to be created, reviewed and/or approved by the PNPC membership on a bi-annual basis.

The Association representatives shall consist of one bargaining unit member from each nursing unit as identified in the bylaws, with at least one representative being a Staff Council member. Each member will be elected by their respective nursing unit.

The Chair of the Council shall be elected by the Council. A member of the nursing department leadership team and one clinical educator shall be appointed by management to serve as the Hospital's Liaisons to the Council. The Chair of the Council and the Hospital Liaisons shall be jointly responsible for submitting a written agenda agreed upon in advance of the meetings. Meetings shall be held on a monthly basis.

The Parties are committed to ensuring that an appropriate and reasonable amount of time is scheduled to adequately address the issues on the agenda. This time will be scheduled after discussion between the Chair of the Council and the Hospital Liaison.

Council members shall work with their Supervisors and/or scheduler to be released from work and shall suffer no loss of pay while in attendance at such meetings. Council members not scheduled to work shall be paid at their straight rate of pay for hours spent in meetings. Members will be released from working on unit, and paid for up to 12 hours per month to cover the time spent in monthly meetings and on unit activities associated with PNPC duties.

Upon prior notice to and agreement by the Hospital Liaison, a non-employee Association representative or expert guest may be present at any meeting of the PNPC. Such agreement shall not be unreasonably withheld.

Section B. Role of the Council

The Role of the PNPC shall be consistent with the bylaws. The Council shall be responsible for continuously improving the quality of patient care and the practice environment for Nurses by focusing on the ANA Standards of Practice and Standards of Professional Practice, which include quality of care, education performance appraisal, collegiality, collaboration, ethics, research, resource utilization, and leadership. Council agenda topics shall address the ANA Standards of Care and Standards of Professional Practice may include, but are not limited to:

1. Improvement of patient outcome indicators (e.g. patient falls, medication errors, patient satisfaction).
2. Improvement of staff satisfaction indicators.
3. Improving communications between nursing units.
4. Improving the flow of patients throughout the Hospital.
5. Changes in Nursing Practice.
6. Changes in the Professional Practice Model.
 - a. Review of data on staffing ratios, staffing mix, patient census, medication and delivery care models.
 - b. Review of data on practice concerns including but not limited to med errors, patient quality indicators, patient falls, patient satisfaction, skin integrity, and nurse competencies.
 - c. Ongoing review of linkages between nurse staffing and safe quality patient care outcomes.
 - d. Review issues regarding reassignment and orientation needs of bargaining unit members.
 - e. Continue the development and implementation of the 'Patient Acuity Scale' and how it should be used when determined a Nurse's assignment.

The parties recognize the value of involving nurses in the day to day decisions that affect their

practice. The MNA and the Hospital agree that professional practice and the improvement of patient care are combined responsibilities of the nurse and management. Therefore, the PNPC will work together to develop both formal and informal opportunities to seek input and advise from a broader number of staff nurses as deemed appropriate. Any determination or practice decision impacting the nurses that deviates from the current practice and/or contradicts, supplements or adds to this Agreement, shall be brought to Labor Management Meeting for review and approval by the Parties.

ARTICLE 30
SHIFT DIFFERENTIAL

Section A. Eligibility

1. **Afternoon Shift:** All employees who work a majority of their shift hours between 4:00 p.m. and 11:00 p.m. are eligible for afternoon shift differential for all hours worked.
2. **Midnight Shift:** All employees who work a majority of their shift hours between 11:00 p.m. and 6:00 a.m. are eligible for midnight shift differential for all hours worked.
3. **Changing Shifts:** If an employee who is regularly scheduled to work afternoons or midnights is requested by a supervisor to work the day shift to temporarily help the department, the employee will receive her regular afternoon or midnight shift differential for the day shift hours (Temporarily is defined as no more than one (1) month. If the employee is scheduled to work the day shift for longer than one (1) month at a time, it is not temporary and shift differential will not be paid for the day shift hours).
4. **Reporting Early:** If an employee normally scheduled to work the day shift is called to start her shift early, midnight shift differential will be paid for all hours up to the regular day shift starting time. Example: A person normally reports at 7:00 a.m. and is called in to start at 4:00 a.m. Midnight shift differential will be paid for three (3) hours, not the entire shift.

Section B. Non-Eligibility: Employees who regularly work the afternoon or midnight shift will not be paid shift differential if they are scheduled in advance on the day shift for purposes of training. Employees who agree to trade days with employees on the day shift will not be paid shift differential for the day shift hours.

Section C. Rates: Shift differential will be paid at an hourly rate of the classification as follows:

Second Shift -- \$1.75 per hour

Third Shift -- \$2.00 per hour

ARTICLE 31
CHARGE NURSE ASSIGNMENT & PAY

Section A. The Charge Nurse is defined as the lead RN on the unit that is responsible for the duties defined in the hospital policy regarding Nursing Assignment/Responsibilities and Shift Report that exists as of September 27, 2013. Any changes made to these duties shall be made with the input of the affected RNs and shall be done so with the mutual understanding between the parties.

Section B. Management shall have the sole discretion for determining the need for and assignment of Charge Nurses on a daily basis for each shift. The Charge Nurse assigned shall complete a Charge Nurse Assignment form provided by the Manager to indicate and acknowledge that they are the assigned Charge Nurse for that shift and unit. The Charge Nurse Assignment form shall be submitted to the unit manager.

Section C. When an employee is assigned to work as a Charge Nurse, she will be compensated at her regular hourly rate, plus \$2.00 per hour for all hours spent performing Charge Nurse duties.

Section D. A Charge Nurse's responsibility to float shall be made pursuant to Article 26 Floating/Resource Pool RNs, Section D.

Section E. Every effort will be made to cover the house with designated Nursing Administrative Supervisors. If an unexpected vacancy occurs, an RN may be assigned to fill the role of the "House Charge Nurse;" however this shall not result in shorting the unit the appropriate number of RNs based on acuity. When a Nursing Administrative Supervisor is not available, every effort shall be made to utilize an off shift Resource Pool RN to fill the House Charge Nurse. When an RN is assigned to work as House Charge Nurse, she will be compensated at the regular hourly rate, plus \$2.00 per hour for all hours spent performing House Charge Nurse duties. The House Charge Nurse will not work in a full supervisory capacity, but will handle duties including, but not limited to: coordination of bed flow, staffing, and other identified emergent needs.

ARTICLE 32
PRECEPTOR PAY

A preceptor is a nurse assigned to orient a newly hired or transferred nurse. A nurse may not be assigned as a preceptor by a manager if he/she is:

1. A nurse who is currently in orientation.
2. A nurse who is assigned to charge may not also be assigned to precept simultaneously unless she is precepting a nurse to charge, or unless she is in charge in the Transitional Care Unit, Behavioral Health Unit, or Ortho.
3. In the event that a charge nurse must precept, then charge nurse shall receive both charge pay and preceptor pay premiums.

The preceptor will receive fifty cents (\$0.50) for each hour he/she orients a new or transferred nurse. The preceptor will be given advance notice, when possible, that an orientee will be assigned to work with him/her.

ARTICLE 33
SEMINARS, CONFERENCES AND MEETINGS

Section A. General: Continuing education is the personal responsibility of every healthcare employee. Within parameters specified below, McLaren Lapeer Region will support employees in their efforts to maintain/enhance their healthcare related abilities/skills, and will pay the approved costs when programs are approved by McLaren Lapeer Region. Mandatory requirements (example: PALS, TNCC, Fetal Monitoring, etc.) will be paid for by the Hospital.

Section B. College Program: College courses are not considered seminars/conferences, but are covered under the Tuition Reimbursement Article.

Section C. Approval Process: The employee requesting approval must complete a Travel Request/Expense Voucher form at least three (3) weeks in advance of the program and submit it, together with the program content information attached, to their Nurse Manager.

Section D. Reimbursement For and/or Documentation of Expenses: All expenses must be supported by acceptable receipts. To be acceptable, the receipt must have the name of the provider of services printed on the receipt, it must be dated, and it must be completed and signed/initialed by the provider. Receipts prepared by the employee are not acceptable.

Section E. Combining Program With Vacation: Vacation time may be scheduled in conjunction with attendance at a seminar or conference, but expenses will only be paid by the Hospital for the seminar/conference related portion.

Section F. Return-To-Work: When the employee returns to work following a seminar, conference, training or professional association meeting, she may be required to prepare a written report of the program content and/or present a summary of the program content to other McLaren Lapeer Region employees.

Section G. The Hospital agrees to grant reasonable time off (up to three (3) consecutive days) without discrimination and without pay, to employees designated by the Association to attend the

annual convention, or other official Association Business (two (2) MNA Delegates and two (2) NNU delegates) provided a thirty (30) day notice is given. The nurse will make every effort to trade days or find appropriate coverage. In the event coverage cannot be found, the nurse will be released provided a majority of the nurses attending have been covered. No more than two (2) staff nurses will be off at any time without coverage.

Section H. The Hospital agrees to provide up to eight (8) continuing education contact hours to Registered Nurses each year. The nursing staff will be encouraged to provide input. However, topic will be determined by the Hospital. These meetings will be designed, scheduled and organized by the Hospital. Attendance may be mandatory for Registered Nurses if subject matter applies. Mandatory attendance will be determined by the Nurse Manager.

ARTICLE 34
EXTRA WEEKEND OR HOLIDAY PREMIUM

Section A. An eighteen (18%) percent premium pay for working extra weekends or holidays beyond the employee's normal commitment, will be paid to those RNs who agree to provide extra coverage. If the holiday falls on the "extra" weekend both will be paid. Casual nurses will receive the premium for the fifth weekend shift worked in a month. Refer to Article 19 – Hours of Work, Section G.

Section B. The coverage must be requested and authorized by the Chief Nursing Officer, Nursing Manager, or her designee prior to being worked. Employees voluntarily trading scheduled shift/days are not covered by this policy.

ARTICLE 35
WITNESS DUTY

Section A. **Eligibility:** Any employee who receives a subpoena to testify in court or supply a deposition on behalf of McLaren Lapeer Region.

Section B. **Payment:** The employee will be paid her regular hourly rate for the number of hours spent in court or giving a deposition. Travel time will not be included. Non-Hospital related subpoenas are not covered.

Section C. **Notification:** The employee must notify the Hospital Administration Office either the same day or the next business day following receipt of the subpoena. If notification is not made timely, payment will not be made.

Section D. **Payment Process:** The employee must supply a statement from the court (in a court proceeding) or from the McLaren Lapeer Region attorney (in an off-site deposition proceeding) indicating the number of actual hours spent in court or deposition. The statement must be given to the Payroll Department. The Payroll Department will include the hours in the appropriate pay period for payment, but in no case will the subpoena compensation be considered hours worked for purposes of overtime calculation/payment. If the deposition is to be taken on Hospital premises, the employee may key-in to record the time spent in deposition.

ARTICLE 36
JURY DUTY

Section A. Eligibility: All full-time and part-time employees who have completed their probationary period are eligible for jury duty pay.

Section B. Payment: Upon receipt of verification from the court, the employee will be paid the difference between the court pay and amount that would have been paid for the scheduled work day. Jury Duty pay is calculated at the straight-time hourly rate. Shift differential, stand-by pay, charge pay, etc., will not be included.

Section C. Scheduling: If an employee is scheduled for the afternoon or midnight shift and is summoned for jury duty, she will not be expected to work the shift in addition to jury duty. Even if the employee is only called for one-half (1/2) day in court, she will not be expected to report to work.

Section D. PTO Accrual: PTO hours will accrue for the period of jury duty just as if the hours had been worked.

ARTICLE 37
SHORT NOTICE

Definition:

Short Notice Pay is intended to compensate for the inconvenience of filling unexpected vacancies on a posted schedule. These vacancies may include but are not limited to call-ins, unexpected FMLA, unexpected bereavement time, etc.

Section A. Eligibility: Employees are eligible for Short Notice pay when:

1. The employee is called in to work an unscheduled shift within the twenty-four (24) hour period *before* the shift begins.
2. The employee is called in to work an unscheduled shift any time *after* the shift begins.
3. The employee is called in early to work on a scheduled day to work.

Section B. Payment:

1. The employee will be paid at time and on-half (1 ½) regular hourly rate for Short Notice pay.
2. Under the second situation listed above, the employee will be paid from the time she is called in to work, as long as she keys-in within one (1) hour of being called.
3. Under the third situation the employee would be paid Short Notice only for hours worked prior to their scheduled start time.

Section C. Situations Not Included: An employee is not eligible for Short Notice pay when:

1. She is scheduled for on-call or standby.
2. Casual employees who have not met their commitment as defined in Article 2.
3. The RN is absent from a scheduled shift for any reason during the same work week she is called in on short notice unless the absence was approved before she was called in on short notice. This includes all absences not approved in advance, including intermittent FMLA leave.

4. Vacancies in the schedule on the RNs core unit which existed when the schedule was posted. If the manager attempted to balance the schedule and was not able to do so based on RN availability, the RN called in to fill the vacancy shall not be paid short notice pay if they rejected to voluntarily fill the existing hole within the earlier time period. This clause is intended to eliminate abuse of Short Notice pay by waiting to fill the vacancies when the RN has previously been made aware of the staffing needs.

Section D. First Available:

1. Only employees assigned to a unit that does not have a mandatory on-call system are eligible for first available participation, unless the employee is signing up to be first available in a unit that does not have an on-call system, and they are not scheduled to be on call during the same time period. RNs participating in the First Available program shall be compensated at time and a half when called into work within the short notice period. The RNs participating in the First Available program shall not receive time and one half when called outside the short notice period.
2. Only units that do not have a mandatory on-call system are participating in the Program.
3. To participate, an employee will give written notice to the Nursing Office, on a form provided by the Hospital, specifying the dates, shifts, and units for which they are willing to be called in to work. Employees may give notice of their willingness to work at any time, but are encouraged to do so at least twenty-four (24) hours before a date/shift/unit covered by the notice.
4. Employees may modify their written notice of willingness to work at any time, but are encouraged to do so at least twenty-four (24) hours before a date/shift/unit covered by the notice or modified notice.

5. The Hospital will call participating employees in to work because of unforeseen staffing shortages. Participating employees may be called in to work at any time during a shift.
6. Participating employees will not be prescheduled to fill in for planned absences or holes in a schedule.
7. The Hospital will not call participating employees in to work to replace scheduled employees who are available to work. Scheduled employees will be floated from overstaffed units to understaffed units as provided in Article 17 before the Hospital calls participating employees in to work on understaffed units, provided that the Medical Center will not float employees for the sole purpose of creating an understaffed unit so that it may call in participating employees.
8. The Hospital will call participating employees willing to work a specific date/unit/shift before calling non-participating employees.
9. Participating employees are not obligated to work when called, but at the Hospital's option, a participating employee who declines three (3) consecutive calls, within one calendar year, will no longer be eligible to participate in the Program.
10. Participating employees who accept a call to report to work are eligible for short notice pay. The short notice pay will not be stacked with overtime.
11. Participating employees do not receive on-call pay for participating in the Program.
12. If multiple participating employees have specified a willingness to work the same date/shift/unit, the Hospital will call them in to work in the following order:
 - a. core unit participating employees in order of seniority, high to low; and
 - b. non-core unit participating employees in order of seniority, high to low.

13. If the need for which a participating employee was called to work ends, the participating employee will be given the option to float, if needed, or be staff adjusted as provided in Article 17. If multiple participating employees are working when the need ends:
 - a. the Hospital will seek volunteers from among the participating employees, in order of seniority, high to low, who will have the option to float, if needed, or be staff adjusted as provided in Article 17; and
 - b. if in the Hospital's judgment there are not enough volunteers, the Medical Center may require the least senior of the participating employees to be staff adjusted as provided in Article 17 if the employee is unwilling, unable or not needed to float.

ARTICLE 38
ON-CALL/STANDBY PAY

On-Call:

Section A. Definition: On-call pay is compensation in recognition of the involuntary inconvenience associated with being scheduled to be available for work. On-call employees are utilized to staff unexpected fluctuations in the census and for urgent/emergent situations. On-call will not be used as a means of scheduling core staff in a unit.

Section B. Participating Units: Due to their closed unit status, Surgical Services and Birth Center seniority unit employees are eligible for on-call pay. All full-time and part-time employees who work in these areas are required to pick up on-call hours. Birth Center nurses will be scheduled for up to 24 hours of on-call per pay.

Section C. Payment: A nurse will be paid \$4.00 per hour for each hour scheduled for on-call. If called into work, the nurse will receive \$4.00 per hour for the first two hours worked plus time and one-half (1 ½) their normal rate for all hours worked, or for two (2) hours, whichever is greater. An RN failing to remain on contact status or who does not report when contacted forfeits the on-call pay for the entire shift, and failure to report may result in Corrective Action.

Standby:

Section A. Definition: Standby pay is compensation in recognition of the voluntary inconvenience associated with being scheduled to be available for work. Standby employees are utilized to staff unexpected fluctuations in the census and for urgent/emergent situations. Standby is not intended to be used as a means of scheduling core staff in a unit. Utilization of standby staff is designed to eliminate the use of agency staff at the Hospital. Standby RNs who are called into a unit will not be floated unless mutually agreed. Core staff will not be displaced by standby staff called in unless mutually agreed

Section B. Participating Units: The Hospital reserves the right to determine when standby will be offered, and for what units and shifts. Off-duty voluntary Standby assignments shall be posted with regular schedules and determined in advance by nursing leadership.

Section C. Payment: A nurse will be paid \$4.00 per hour for each hour scheduled for standby. When called in to work from Standby status, the nurse will be compensated at time and one-half (1 ½) for all hours worked, or for two (2) hours, whichever is greater. An employee is not eligible for Standby pay when she is absent from a scheduled shift for any reason during the same work week she is called in from Standby unless the absence was approved before she was called in from Standby. This includes all absences not approved in advance, including intermittent FMLA leave. An RN failing to remain on contact status or who does not report when contacted forfeits the standby pay for the entire shift, and failure to report may result in Corrective Action.

ARTICLE 39
BENEFITS

MYCHOICE FLEXIBLE BENEFIT PLAN

To be offered to all new hires after contract ratification and current employees may choose this plan during open enrollment. Employees opting into the MyChoice flexible benefit plans will remain in the plan for the duration of this agreement.

Effective January 1, 2014, the Employer will provide benefits through a flexible benefit program, MyChoice, to eligible bargaining unit employees on the same basis provided to non-bargaining unit hourly employees. The phrase on the same basis includes but is not limited to the same plan design, including co-pays, deductibles and co-insurance, the same percentage contribution toward premiums, the same carrier, the same administrative policies, and the same policies governing commencement and termination of insurance. If the Employer changes the plan design, including but not limited to co-pays, deductibles and co-insurance, the percentage contribution toward premiums, the carrier, the administrative policies of the policies governing commencement and termination of insurance, it will give the Union notice at least thirty (30) days prior to the beginning of the annual open enrollment period.

The MyChoice program includes health, dental and vision insurance, life insurance, short term disability insurance, and long term disability insurance on a self payment basis. The provisions of this section are only subject to the Grievance and Arbitration procedure to the extent of an arbitrator determining whether the Employer has provided healthcare coverage to bargaining unit employees on the same basis as it has provided to its non-bargaining unit hourly employees. Upon notice to the Union, any changes the Employer makes to benefit enrollment processes and eligibility requirements to comply with the Patient Protection and Affordable Care Act of 2010 will be implemented for bargaining unit employees on the same basis and on the same terms as for the Employer's non-union hourly employees.

If the Employer becomes obligated by law to contribute to a government sponsored insurance program which duplicates the benefits provided by the benefit plans in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate compulsory government sponsored insurance benefits. In no circumstances shall benefits be reduced.

Health, dental, vision, short term disability and life insurance benefits in effect at the time of ratification of this agreement shall remain in effect until December 31, 2013.

ARTICLE 42
DENTAL, VISION, SHORT-TERM DISABILITY & LIFE INSURANCE

Employees hired after October 9, 2013 and those who choose the My Choice flexible benefits program beginning with calendar year 2014, will have dental, vision, short-term disability, and life insurance coverage in accordance with the My Choice program, See Article 39-Benefits.

Dental Insurance

The respective dental programs currently in effect for eligible bargaining unit employees as of date of contract ratification will be continued for employees hired prior to October 9, 2013. However, the Hospital can change carriers; overall benefits may be improved by the Hospital. Employee contributions will apply beginning in calendar year 2014 for employees scheduled 60-80 hours per pay. Part-time employees regularly scheduled between 32 and 59 hours per pay may elect to purchase Dental insurance at one hundred percent (100%) of the rate provided by the carrier.

Vision Insurance

The vision program currently in effect for eligible bargaining unit employees as of date of contract ratification will be continued for those employee hired prior to October 9, 2013. However, the Hospital can change carriers; overall benefits may be improved by the Hospital. *(A nominal contribution to vision insurance will apply)*

Short-Term Disability Insurance

Section A. All regular hourly employees who work at least thirty (30) hours per week and have completed six (6) months of employment are eligible for Short-Term Disability Insurance. If an employee who was scheduled to work less than thirty (30) hours per week increases her hours to thirty (30) or more hours per week, she will be eligible for Short-Term Disability Insurance ninety

(90) days after the increase in hours worked, if she has completed six (6) months of employment. Human Resources will notify the employee when she is eligible to sign-up for the program.

Section B. When an employee is temporarily disabled due to a non-work related illness, she will receive Short-Term Disability Insurance benefits equal to fifty (50%) percent of the base gross weekly earnings. Benefits will start as of the eighth (8) day of disability and continue as long as the disability is medically verified, or ninety (90) days, whichever occurs first. Disability payment checks will be mailed to the employee's home address.

Section C. It is the employee's responsibility to provide the medical documentation necessary to satisfy the Short-Term Disability Insurance Program provisions. Forms will be provided by Human Resources with appropriate instruction, but the employee has the responsibility to complete them, have the physician complete her section, and return the forms to Human Resources. Human Resources will schedule an independent physical examination for determination of continued disability whenever a dispute exists regarding diagnosis, treatment, or prognosis.

Life Insurance

The respective Life Insurance programs provided to eligible bargaining unit employees as of date of contract ratification will be continued for the life of the Agreement for those employee hired prior to October 9, 2013. However, the Hospital reserves the right to change carriers; overall benefits may be improved by the Hospital. *(Contribution to Life Insurance will be discontinued)*

ARTICLE 43
WAGES

Section A.

Core Unit RN's

Steps	CY1 2013	CY2 2014	CY3 2015	CY4 2016
1	\$26.48	\$26.48	\$26.74	\$26.74
2	\$27.14	\$27.14	\$27.41	\$27.41
3	\$27.80	\$27.80	\$28.08	\$28.08
4	\$28.47	\$28.47	\$28.75	\$28.75
5	\$29.13	\$29.13	\$29.42	\$29.42
6	\$29.79	\$29.79	\$30.09	\$30.09
7	\$30.45	\$30.45	\$30.76	\$30.76
8	\$31.11	\$31.11	\$31.43	\$31.43
9	\$31.78	\$31.78	\$32.09	\$32.09
10	\$32.44	\$32.44	\$32.76	\$32.76
11	\$33.10	\$33.10	\$33.43	\$33.43
12	\$33.76	\$33.76	\$34.10	\$34.10
13	\$34.42	\$34.42	\$34.77	\$34.77
14	\$35.09	\$35.09	\$35.44	\$35.44
15	\$35.75	\$35.75	\$36.11	\$36.11

Resource Pool RN's

Steps	CY1 2013	CY2 2014	CY3 2015	CY4 2016
1	\$28.48	\$28.48	\$28.74	\$28.74
2	\$29.14	\$29.14	\$29.41	\$29.41
3	\$29.80	\$29.80	\$30.08	\$30.08
4	\$30.47	\$30.47	\$30.75	\$30.75
5	\$31.13	\$31.13	\$31.42	\$31.42
6	\$31.79	\$31.79	\$32.09	\$32.09
7	\$32.45	\$32.45	\$32.76	\$32.76
8	\$33.11	\$33.11	\$33.43	\$33.43
9	\$33.78	\$33.78	\$34.09	\$34.09
10	\$34.44	\$34.44	\$34.76	\$34.76
11	\$35.10	\$35.10	\$35.43	\$35.43
12	\$35.76	\$35.76	\$36.10	\$36.10
13	\$36.42	\$36.42	\$36.77	\$36.77
14	\$37.09	\$37.09	\$37.44	\$37.44
15	\$37.75	\$37.75	\$38.11	\$38.11

Section B. Effective the first full pay period beginning on or after the ratification date of the current contract, RN's will be placed on the step above that which they were on in contract year

four of the previous contract, recognizing the rate on the step will increase based on the new pay scale. RN's at the minimum of the pay scale will move to Step 1 unless they have 1040 hours at the time of ratification, in which they would move to Step 2. Exceptions to this include seniority RN's at Step 9 in the previous contract year four will move to Step 11 on the new scale, seniority RN's at Step 10 in the previous contract year four will move to Step 12 on the new scale and RN's at Step 11 will move to Step 15. Resource Pool RN's will be placed on the step above that which they were on in contract year four of the previous contract, but will be moved to the Resource Pool RN pay scale. Seniority RN's will move up one (1) step effective the first pay period beginning on or before May 10, 2014, 2015, and 2016. Concurrent with the annual step increases, RN's who are at the maximum of the pay scale will receive a lump sum bonus payment equal to 1.5% of their base pay for authorized hours worked. This lump sum will be paid in years one, two and four of the current contract.

YEAR ONE RETROACTIVE PAY INCREASE: Upon ratification of this Agreement, the defined terms of this article will be retroactive to July 28, 2013. Retroactive payment will be based on the employee's new pay rate times hours paid. Retroactive payment applies only to active employees on the date of ratification.

Section C. The Medical Center can only hire new employees at the lowest RN wage with equal years of RN experience already employed. If the Medical Center wishes to hire a new employee at a higher rate, all employees within that Unit who are paid less than that wage rate with equal or greater experience will be moved to that wage rate on the same day the new nurse starts work. No one will be hired above the maximum.

Section D. Certification Premium: The Employer recognizes a value to patient care when RN's are certified in their area of specialty practice.

1. All bargaining unit RN's who obtain and maintain a current, nationally recognized renewable certification in a specialty that is management approved Nursing Specialty Certification List, will be eligible. Certified RN's will only be eligible for one certification premium regardless of other certifications the nurse may have.
2. During the first full pay period of February, eligible employees will receive an annual payment as follows:
 - a). Full-time \$500.00
 - b). Part-time \$300.00

ARTICLE 44
CORRECTIVE ACTION

Section A. After completion of the probationary period, an employee may be disciplined for just cause.

Section B. A copy of the Hospital's Human Resource policies will be provided to the Association. All such policies for the breach of which a Registered Nurse may be discharged or disciplined, or for which discipline or discharge may be contemplated by the Hospital, shall be presented to the Association at least thirty (30) days prior to their being placed in effect. If a dispute arises between the parties over the reasonableness or application of such new work rules in their entirety, or specific clause(s) or provision(s) thereof, said dispute shall be subject to Article 7, Grievance Procedure. It is recognized that the Employer has the authority to adopt and revise work rules, both minor and major, including policies related thereto and to enforce same.

Section C. The following steps represent the sequence of disciplinary action for most types of violations. When the nature of the violation warrants it, the sequence may be initiated at an advanced step up to and including termination.

Step 1	Written Record of a Verbal Warning
Step 2	Written Warning
Step 3	Suspension
Step 4	Termination

Corrective discipline may be progressive, subject to the nature of the infraction. At Steps 1, 2, and 3 of the corrective action process, the employer shall provide educational training to improve and correct the RN's identified issue under corrective action. The RN and the Unit Manager shall create a work plan with specific details of how they plan to correct the identified concern(s) or issue(s).

Section D. If corrective action has been initiated, the employee's record of active progressive discipline is considered to be a rolling twelve (12) month period. Additional infractions within the

rolling twelve (12) month period may result in the next step of progressive discipline. If discipline is progressed to the suspension step, it is considered to be active for nine (9) worked months going forward. At any time during this nine (9) month period the employee incurs an additional infraction, the employee may be subject to the next step of progressive discipline. If corrective action is initiated at the suspension level, the discipline will be considered active for twelve (12) months.

***Note:** This discipline process applies to all types of corrective action including Attendance & Punctuality.

Section E. Determination as to the need for corrective action will be made on a case-by-case basis. At Management's discretion, corrective action may be issued at a lower level in consideration of the RN's circumstances and improvement based on the work plan, if applicable. A corrective action shall be given in a timely manner, not to exceed sixty (60) days for the date of the incident or from the time the employer knew or should have known of the incident.

Section F. The Hospital will notify a Staff Council Representative who is then on duty, if any, at the time a termination occurs subject to operational needs; otherwise by the end of that shift, if possible; otherwise within twenty-four (24) hours of the termination. Failure to timely notify will in no manner adversely effect or impact the merit of the termination.

ARTICLE 45
VOLUNTARY ORGANIZATIONS

The Association acknowledges that several voluntary organizations and individuals perform services in and for the Hospital that are a valuable contribution to the welfare of the patients and to the Hospital's public relations. The Association agrees the Hospital shall continue to have the right to avail itself of all services of that nature and neither the Association nor employees shall interfere in any way with the activities of any volunteer organization or individuals. The Association further agrees that such volunteer organizations and individuals, both those which now presently exist and those formed hereafter, have a legitimate right and place in the Hospital and agrees it will not request of the Hospital that such volunteer organizations or individuals be displaced or any of their functions changed or in any way interfered with.

ARTICLE 46
ASSOCIATION SECURITY

Section A. All Registered Nurses in the bargaining unit represented by the Association who were employed by the Hospital for at least thirty-one (31) calendar days as of the effective date of this Agreement and all future bargaining unit Registered Nurses after having been employed for at least thirty-one (31) calendar days, shall have the right to join or not join the Association. A casual employee who is a bargaining unit member and who then exceeds seventy (70) or more hours in the last calendar quarter may choose to pay dues in accordance with this Article for the following quarter. The Hospital agrees to provide a list of new hires, terminations and transfers into the bargaining unit on a monthly basis. The Employer will provide new and transferred employees with the necessary Association membership forms and they may freely choose to complete the forms upon hire/transfer. The forms will be forwarded to the Association on a monthly basis. The Association can designate the Staff Council President or designee to meet during his/her paid break time with orienting RNs for twenty (20) minutes on a clinical orientation day during their lunch break. This meeting shall take place between the new hires and the Association representative. The Staff Council designee will provide adequate advance notice to his/her immediate supervisor so as to avoid interference with patient care. It is agreed that there shall be no discrimination or coercion by the Medical Center or the Association in connection with the decision of the individual employee.

Section B. **Payroll Deduction of Association Dues:** Every employee in the bargaining unit and each Registered Nurse newly hired into the bargaining unit will be informed of their right to choose Association membership as defined above and the Hospital 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 Association. Upon said authorization, the Hospital shall deduct from the employee's earnings the Association dues and

forward same to the Association on a monthly basis, or until the employee revokes the authorization based on the requirements of their Association Agreement.

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

ARTICLE 47
SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby, and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, Appendix, or portion thereof.

ARTICLE 48
SCOPE OF AGREEMENT

Section A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

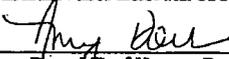
Section B. Policies, procedures, and guidelines currently in effect at each Nursing Unit as defined in this Agreement, not otherwise referred to in this Agreement, will be in effect on the commencement date of this Agreement.

ARTICLE 49
DURATION OF AGREEMENT

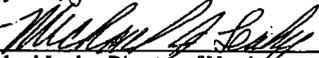
Section A. The provisions of this agreement shall be in effect at date of ratification and shall remain in full force and effect up to and including May 9, 2017 and thereafter for successive periods of one (1) year, unless either party shall, at least ninety (90) days prior to May 9, 2017; serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless, before that date, all subjects of amendment proposed by either party have been disposed of, by agreement or by withdrawal, by the party proposing amendment.

Section B. **IN WITNESS WHEREOF**, the Hospital and the Association have caused this Agreement to be executed in their name by their duly authorized representatives the day and year first above written.

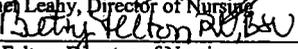
McLAREN LAPEER REGION



Amy Dorr, MP of Human Resources



Michael Leahy, Director of Nursing



Betsy Felton, Director of Nursing

MICHIGAN NURSES ASSOCIATION



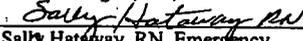
Sheila Khan Monroe, MNA Service Representative



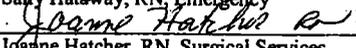
Cheryl Weston, RN, ICU



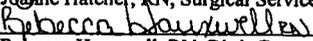
Karmen Angoli, RN, 2 East



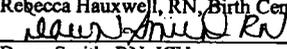
Sally Hataway, RN, Emergency



Joanne Hatcher, RN, Surgical Services



Rebecca Hauxwell, RN, Birth Center



Dawn Smith, RN, ICU

Dated: November 26, 2013

Dated: December 3, 2013

APPENDIX A - STAFFING GUIDELINES

ICU

Census	RN Day	RN Eve	UC/NA Day	UC/NA Eve
10	5	5	1	0.66
9	5	5	1	0.66
8	4	4	1	0.66
7	4	4	1	0.66
6	3	3	1	0.66
5	3	3	1	0.66
4	2	2	0.5	0.66
3	2	2	0	0
2	2	2	0	0

With management approval and input from the bedside clinical nurse, certain patients may be identified as requiring 1:1 nursing care. Those patient types may include, but not limited to: patients with multiple vasopressor medication being actively titrated, hypothermia therapy patients, and patients undergoing active pre-organ procurement process.

PCU

Census	RN Day	RN Eve	UC/NA Day	UC/NA Eve
22	5	5	4	4
21	5	5	3.5	3
20	5	5	3	3
19	5	5	3	3
18	5	5	3	3
17	4	4	3	3
16	4	4	3	3
15	4	4	3	3
14	3	3	3	3
13	3	3	3	2.5
12	3	3	2	2
11	3	3	2	2
10	3	3	2	2
9	2	2	2	2
8	2	2	2	2
7	2	2	1	1
6	2	2	1	1
5	2	2	0	0
4	2	2	0	0
3	2	2	0	0
2	2	2	0	0

APPENDIX A - STAFFING GUIDELINES

MED-SURG (2 NORTH)

Census	RN Day	RN Eve	UC/NA Day	UC/NA Eve
30	5	5	3.5	3.5
29	5	5	3.5	3.5
28	5	5	3.5	3.5
27	5	5	3.5	3.5
26	5	5	3.5	3.5
25	4	4	3.5	3.5
24	4	4	3	3
23	4	4	3	3
22	4	4	3	3
21	4	4	3	3
20	4	4	3	3
19	3	3	3	2.5
18	3	3	3	2.5
17	3	3	3	2.5
16	3	3	2	2
15	3	3	2	2
14	3	3	2	2
13	2	2	2	2
12	2	2	2	1.5
11	2	2	2	1.5
10	2	2	2	1.5
9	2	2	1.5	1.5
8	2	2	1	1
7	2	2	1	1
6	2	2	1	1

*No more than one LPN may be substituted for one RN on the schedule per day per shift

ORTHO

Census	RN Day	RN Eve	UC/NA Day	UC/NA MN
13	2	2	2	2
12	2	2	2	2
11	2	2	2	2
10	2	2	2	2
9	2	2	2	1
8	2	2	1	1
7	2	2	1	1
6	1	1	1	1
5	1	1	1	1
4	1	1	1	1
3	1	1	1	1

APPENDIX A - STAFFING GUIDELINES

TELEMETRY (2 EAST)

Census	RN Day	RN Eve	UC/NA Day	UC/NA Eve
32	6	6	4	4
31	6	6	4	4
30	6	6	4	4
29	6	6	4	4
28	6	6	4	4
27	5	5	4	4
26	5	5	4	4
25	5	5	4	4
24	5	5	4	4
23	5	5	4	4
22	4	4	4	4
21	4	4	3	3
20	4	4	3	3
19	4	4	3	3
18	4	4	3	3
17	4	4	3	3
16	3	3	3	3
15	3	3	3	3
14	3	3	3	3
13	3	3	3	3
12	3	3	2	2
11	2	2	2	2
10	2	2	2	2
9	2	2	2	1
8	2	2	2	1
7	2	2	0	0
6	2	2	0	0
5	2	2	0	0
4	2	2	0	0
3	2	2	0	0
2	2	2	0	0

TCU

Census	RN Day	RN Eve	UC/NA Day	UC/NA Aftn	UC/NA Eve
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APPENDIX A - STAFFING GUIDELINES

19	3	3	3.5	2.5	2
18	3	3	3.5	2.5	2
17	3	3	3.5	2.5	2
16	3	2	3.5	3.5	2
15	2	2	3.5	2.5	2
14	2	2	2.5	2.5	2
13	2	2	2.5	2.5	2
12	2	2	2.5	2.5	1
11	2	2	1.5	1.5	1
10	2	2	1.5	1.5	1
9	2	2	1.5	1.5	1
8	1	1	1.5	1.5	1
7	1	1	1	1	1
6	1	1	1	1	1
5	1	1	1	1	1
4	1	1	1	1	1
3	1	1	1	1	1
2	1	1	1	1	1
1	1	1	1	1	1

*LPN's may be substituted for RN's on the schedule provided there is at least one RN per 24-hour period.

BHU

Census	RN Day	RN Aft	RN Eve	BHT Day	BHT Aft	BHT Eve
18	2	2	1	2	2	2
17	2	2	1	2	2	2
16	2	2	1	2	2	2
15	2	2	1	2	2	2
14	2	2	1	2	2	2
13	2	2	1	2	2	2
12	2	2	1	2	2	1
11	2	2	1	2	2	1
10	2	2	1	2	2	1
9	2	2	1	2	2	1
8	2	2	1	2	2	1
7	1	1	1	2	2	1
6	1	1	1	2	1.5	1
5	1	1	1	1	1	1
4	1	1	1	1	1	1
3	1	1	1	1	1	1
2	1	1	1	1	1	1
1	1	1	1	1	1	1

BIRTH CENTER

Census	RN Day	RN Eve	OBT Day	OBT Eve
Core	3	3	1	1

APPENDIX A - STAFFING GUIDELINES

Intrapartum

- 1:2 Patients in Labor
- 1:1 Patients in Second Stage of Labor
- 1:1 Patients with medical or obstetric complications
- 1:2 Oxytocin induction or augmentation
- 1:1 Coverage for initiating epidural anesthesia
- 1:1 Circulation for cesarean delivery

Antepartum / Postpartum

- 1:6 Antepartum and postpartum patients without complications
- 1:2 Patients in postoperative recovery
- 1:3 Antepartum and postpartum patients with complications but in stable condition
- 1:4 Newborns and those requiring close observation

Newborns

- 1:6-8 Newborns requiring only routine care
- 1:3-4 Normal mother-newborn couplet care
- 1:3-4 Newborns requiring continuing care
- 1:2-3 Newborns requiring intermediate care
- 1:1-2 Newborns requiring intensive care
- 1:1 Newborns requiring multisystem support
- 1:1 Unstable newborns requiring complex critical care

(Reference: Guidelines for Perinatal Care, 7th Edition, American Academy of Pediatrics, The American College of Obstetricians and Gynecologists, pages 21-57. Guidelines also supported by Association of Women's Health, Obstetric and Neonatal Nurses AWHONN).

APPENDIX A - STAFFING GUIDELINES

ED

Time	RN	EDT/UC
7 a.m.	3	1
8 a.m.	3	1
9 a.m.	4	2
10 a.m.	4	2
11 a.m.	5	2
12 p.m.	6	3
1 p.m.	6	3
2 p.m.	6	3
3 p.m.	8	3
4 p.m.	8	3
5 p.m.	8	3
6 p.m.	8	3
7 p.m.	8	3
8 p.m.	8	3
9 p.m.	8	3
10 p.m.	8	3
11 p.m.	5	3
12 a.m.	4	2
1 a.m.	4	2
2 a.m.	4	2
3 a.m.	3	2
4 a.m.	3	2
5 a.m.	3	1
6 a.m.	3	1

OR

ROOMS	RN	SURG TECH OR RN	UC
6	6	12	2
5	5	12	2
4	5	10	2
3	4	8	2
2	3	6	1
1	2	4	1
0	1	2	0*

* OR on call

PRE-SURGICAL TESTING

RN	UC
1	1

WOUND CLINIC

RN	Tech.
1 or 2	1 or 2

Staffing based on daily acuity

H & V

RN	Tech.
1 or 2	1 or 2

Staffing based on scheduled procedures

See attachment to Appendix A for the following:

ANESTHESIA, PACU I, PACU II FOLLOW ASPAN STANDARDS

PRACTICE RECOMMENDATION 1

Patient Classification/ Staffing Recommendations

Staffing is based on patient acuity, census, patient flow processes and physical facility. The perianesthesia registered nurse (RN) uses clinical judgment and critical thinking to determine nurse to patient ratios, patient mix and staffing mix that reflect patient acuity and nursing interventions.

PREANESTHESIA PHASE

Preadmission

Perianesthesia nursing roles during this phase focus on assessing the patient and developing a plan of care designed to meet the preanesthesia physical, psychological, educational, sociocultural and spiritual needs of the patient/family/significant other. The nursing roles also focus on preparing the patient/family/significant other for his or her experience throughout the perianesthesia continuum. Interviewing and assessment techniques are used to identify potential or actual problems that may occur.

Staffing for preadmission units (e.g., preadmission testing, preanesthesia testing, preoperative assessment clinic, preanesthesia assessment unit, preoperative teaching unit) is dependent on patient volume, patient health status and required support for preanesthesia interventions.

Day of Surgery/Procedure^a

Perianesthesia nursing roles during this phase focus on validation of existing information and completion of preparation of the patient. The perianesthesia registered nurse continues to assess the patient and develops a plan of care designed to meet the physical, psychological, educational, sociocultural and spiritual needs of the patient/family/significant other.

Staffing for Day of Surgery/Procedure

Due to the varied complexities of these units, recommended staffing ratios must be determined by individual institutions based on but not limited to the following criteria:

- Patient safety
- Number and acuity (patient characteristics including age, cultural diversity and requirements of care based on preoperative interventions and type of procedure) of patients
- Complexity (management of patient acuity) and required nursing interventions
 - Examples include: average time in patient preparation (e.g., education, testing, history completion, patient education, preoperative testing, intravenous access, completion of required paperwork/electronic charting, blood product administration)
 - Medication reconciliation/administration (antibiotics, sedation, anxiolytics, etc.)

^aIt is difficult to prescribe staffing ratios for the day of surgery/procedure units based on wide variations across the country in the role and function of the nursing staff in these units. When considering staffing patterns, patient safety is of highest priority with plans to accommodate patients with high acuity needs.

- Moderate sedation and subsequent monitoring for invasive procedures
 - Procedures (e.g., insertion of invasive lines, regional blocks)
 - Need for additional monitoring
- Additional processes of the specific unit (e.g., blending of levels of care, etc.)

POSTANESTHESIA PHASE

Phase I Level of Care^b

The postanesthesia registered nursing roles during this phase focus on providing postanesthesia nursing care to the patient in the immediate postanesthesia period and transitioning them to Phase II level of care, the inpatient setting, or to an intensive care setting for continued care.

TWO REGISTERED NURSES, ONE OF WHOM IS AN RN COMPETENT IN PHASE I POSTANESTHESIA NURSING, ARE IN THE SAME ROOM/UNIT WHERE THE PATIENT IS RECEIVING PHASE I LEVEL OF CARE.^c

- Staffing should reflect patient acuity. In general, a one:two nurse-patient ratio in Phase I allows for appropriate assessment, planning, implementing and evaluation for discharge as well as increased efficiency and flow of patients through the Phase I area.
- This also allows for flexibility in assignments as patient acuity changes.
- New admissions should be assigned so that the nurse can devote his/her attention to the care of that admission until critical elements^d are met.
- Staffing patterns should be adjusted as needed based on changing acuity and nursing requirements and as discharge criteria are met.

^bPhase I Level of Care: *Laidlaw et al v. Lions Gate Hospital* is a landmark case that refers to the Phase I PACU as "the most important room in the hospital," because it "poses the greatest potential dangers to the patients" so that there should be no relaxing of vigilance and there should be constant and total care provided by the nurse.¹

^cThe intent of this standard is that a nurse providing care to a Phase I patient is not left alone with the patient. The second nurse should be able to directly hear a call for assistance and be immediately available to assist.

^dCritical elements can be defined as:

- Report has been received from the anesthesia care provider; questions answered and the transfer of care has taken place
 - Patient has a stable/secure airway
 - Initial assessment is complete
 - Patient is hemodynamically stable
 - Patient is free from agitation, restlessness, combative behaviors

CLASS 1:2 ONE NURSE TO TWO PATIENTS

Examples may include, but are not limited to the following:

- Two conscious patients, stable and free of complications but not yet meeting discharge criteria
- Two conscious patients, stable, eight years of age and under, with family or competent support staff present but not yet meeting discharge criteria
- One unconscious patient, hemodynamically stable, with a stable airway, over the age of eight years and one conscious patient, stable and free of complications

CLASS 1:1 ONE NURSE TO ONE PATIENT

Examples may include, but are not limited to the following:

- At the time of admission, until the critical elements^d are met
- Airway and/or hemodynamic instability

Examples of an unstable airway include, but are not limited to, the following:

- Requiring active interventions to maintain patency such as manual jaw lift or chin lift or an oral airway
- Evidence of obstruction, active or probable, such as gasping, choking, crowing, wheezing, etc.
- Symptoms of respiratory distress including dyspnea, tachypnea, panic, agitation, cyanosis, etc.
 - Any unconscious patient eight years of age and under
 - A second nurse must be available to assist as necessary



Extended Care Level of Care

The nursing roles in this phase focus on providing the ongoing care for those patients requiring extended observation/intervention after transfer/discharge from Phase I and Phase II levels of care.

Two competent personnel, one of whom is an RN possessing competencies appropriate to the patient population, are in the same room/unit whereas the patient is receiving extended care level of care. The need for additional RNs and support staff is dependent on the patient acuity, complexity of patient care, patient census and the physical facility.

Example includes, but is not limited to:

- a. Unstable patient of any age requiring transfer to a higher level of care

CLASS 1:1 ONE NURSE TO ONE PATIENT

Examples include, but are not limited to:

- a. Eight years of age and under without family or support staff present
- b. Initial admission of patient post procedure

CLASS 1:2 ONE NURSE TO TWO PATIENTS

Examples include, but are not limited to:

- a. Over eight years of age
- b. Eight years of age and under with family present

CLASS 1:3 ONE NURSE TO THREE PATIENTS

Staffing should reflect patient acuity and complexity of care. In general, a one-three nurse patient ratio allows for appropriate assessment, planning, implementing care and evaluation for discharge as well as increasing efficiency and flow of patients through the Phase II area. This also allows for flexibility in assignments as patient acuity is subject to change.

- New admissions should be assigned so that the nurse can devote his/her attention as needed to appropriate discharge assessment and teaching.
- Staffing patterns should be adjusted as needed based on changing acuity and nursing requirements and as discharge criteria are met.

Two competent personnel, one of whom is an RN competent in Phase II Postanesthesia Nursing, are in the same room/unit whereas the patient is receiving Phase II level of care. An RN must be in the Phase II PACU at all times while a patient is present.

Personnel nursing roles during this phase focus on preparing the patient/family/significant other for care in the home or Extended Care level of care.

Phase II Level of Care:

Example may include, but is not limited to the following:

- a. One critically ill, unstable patient

CLASS 2:1 TWO NURSES TO ONE PATIENT

CLASS 1:3/5 ONE NURSE TO THREE-FIVE PATIENTS

Examples of patients that may be cared for in this phase include, but are not limited to:

1. Patients awaiting transportation home
2. Patients with no care giver
3. Patients who have had procedures requiring extended observation/interventions (e.g., potential risk for bleeding, pain management, PONV, etc.)
4. Patients being held for an inpatient bed

Blended Levels of Care^a

Perianesthesia units may provide Phase I, Phase II and/or Extended Care levels of care within the same environment. This may require the blending of patients and staffing patterns. The perianesthesia registered nurse uses clinical judgment and critical thinking based on patient acuity, nursing observations and required interventions to determine staffing needs. (Refer to Position Statement 4 and Position Statement 5.)

^aAppropriate staffing requirements should be met to prioritize the safe, competent nursing care for the immediate postanesthesia patient, or the patient with the highest level of care needs, in addition to the care of the blended patient population. Patient safety is of highest priority.

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1. Laidlaw v. Lions Gate Hospital (1969), 70 WWR 727 (BC SC): 735.

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