



Contract Agreement Between

Sparrow Hospital

and

PECSH/MNA

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AGREEMENT

Agreement between Sparrow Hospital Association (“Employer”) and Michigan Nurses Association (“Union”).

Whereas the Employer and the employees are furnishing an essential public service vital to the health, welfare, safety and comfort of the community; and

Whereas it is the desire of the parties to this Agreement to work together harmoniously and to promote and improve the care and comfort of the patients of the employer as well as the interests of its employees, to avoid interruptions and interferences with service to the patients, to promptly and peacefully resolve all disputes and differences between the parties, and to promote and maintain relations among the Employer, the Union and the employees which will serve the best interests of all concerned, now, therefore the parties hereto agree as follows:

ARTICLE 1 **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive representative of its full-time, part-time, per diem, and PRN professional employees employed by the Employer for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment; but excluding all other employees and supervisors as defined in the National Labor Relations Act; as certified by the National Labor Relations Board in Case No. 7-RC-18194 and as amended. References to the male or female gender in this Agreement shall include both male and female gender.

ARTICLE 2 **MANAGEMENT RIGHTS**

Section 2.1 The Union recognizes and agrees that Administration has the right to govern all aspects of operating the Hospital and the right to direct and otherwise make decisions about its workforce at all times, subject to the specific provisions of this contract. The Hospital retains all rights and authority it possessed prior to the signing of this contract and all rights inherent to management. The only limitations on management’s rights are those specifically abridged, delegated, granted to others or modified in this agreement. The Union agrees that it will not disrupt or interfere with the sole and exclusive right and responsibility of Administration to manage and operate the Hospital.

Section 2.2 It is mutually agreed to and understood that any of the powers, rights, authorities, duties and responsibilities enumerated, retained or reserved in Article 2 of this contract shall not be the subject of arbitration.

ARTICLE 3 **UNION RESPONSIBILITIES**

Section 3.1 Strike and Work Interruptions. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential

to the public health, safety and welfare. The Union agrees that there shall be no interruption of these services by the employees it represents. The Union agrees that it shall not cause, authorize, nor sanction the employees it represents: to engage in any concerted action; to fail to report for duty or work overtime; to absent themselves from work; or, to abstain in whole or in part from the proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, (including sympathy strikes), picketing, sit-downs, stay-ins, slow-downs, stoppages of or refusals to perform work.

Section 3.2 Any employee who participates in or promotes any action in violation of this Article may be disciplined or discharged. Such disciplinary action by the Employer will not be subject to the grievance procedure provided for in this Agreement, except as to matters of fact relating to the employee(s) actions.

Section 3.3 When the Union receives notice that any strike, sit-down, work stoppage or any other act that constitutes a violation of this provision is occurring or is threatened, it shall take immediate, positive action to stop or prevent the same. The Union, without any delay, shall take whatever affirmative steps are necessary in an attempt or attempts to prevent or bring about the termination of such action or interference. Such affirmative steps shall include the immediate disavowal and refusal to recognize any such action or interference and the Union immediately shall instruct any and all individuals to cease their actions and inform employees that their actions are in violation of the Agreement subjecting them to disciplinary action, including suspension of all benefits under this Agreement and discharge.

In addition, the Union shall, within 24 hours of notice to the Union by the Employer of any such action or interference, deliver the following notice to the Employer:

"To all employees of Sparrow Hospital represented by The Michigan Nurses Association: You are advised that the action against and interference with the operations of Sparrow Hospital which took place (date) is unauthorized by the Union and in violation of the collective bargaining agreement and subjects you to disciplinary action, including suspension of all benefits under the collective bargaining agreement and discharge. You are to cease this action and interference immediately."

An authorized official of the union shall sign the notice.

Section 3.4 Non-Coercion and Non-Solicitation. The Employer and Union agree that neither Party, nor anyone acting on behalf of either Party or with their consent or permission shall coerce, intimidate, or discriminate either for or against any employee or employees with respect to their right to work. The Union further agrees there shall be no solicitation of employees during employees' working time or in working areas. The Union also agrees that it will not discourage its members from communicating directly with supervisors, department directors or administration in reference to work-related problems nor will the Hospital discourage employees from communicating with their union representative(s).

ARTICLE 4

UNION REPRESENTATION

Section 4.1 Identification of Union Representatives. Professional employees employed by the Employer and covered by this Agreement may be represented by designated representatives for purposes of grievance processing. The Union will keep the Employer

informed in writing of the names of such members and current non-employee Union representatives at least annually and of any changes of such representatives.

Section 4.2 Non-Employee Union Representative – Presence on Employer’s Facility. The non-employee Union representative shall have access to the Employer's facility at reasonable times between 7:00 a.m. and 5:30 p.m., Monday through Friday, unless otherwise agreed to between the Vice-President of Human Resources or designee and the non-employee Union representative. Such visits shall be prearranged with the Vice-President of Human Resources or designee, and shall be conducted so as to avoid interference with patient care. The non-employee Union representative may have reasonable access to patient care and other areas only for the purpose of investigating grievances. The Union agrees to continue to involve the Employer in meetings regarding departmental issues, as the parties mutually deem appropriate.

Section 4.3 Employee Representatives – Payment for Grievance Handling. The time of all meetings regarding Union matters shall be arranged so as to have as little working time lost as possible. Assuming no interference with patient care or other work activities, an employee representative who provides the supervisor with advance notification may be granted a reasonable amount of time off for the purpose of investigating and endeavoring to settle a grievance beginning at Step One. The employee representatives shall receive compensation at the regular rate of pay for time actually missed during the normal schedule. However, Employer paid time for all employee Union representatives handling grievances shall not exceed an aggregate of 30 hours during each pay period unless unused hours accrued during previous pay periods are available.

Section 4.4 Union Meetings on Hospital Site. The Employer agrees to permit PECSH general membership and executive, bargaining, and grievance committee meetings to be conducted on site at the Hospital in accordance with room scheduling procedures. Employees may attend during non-working time, unless otherwise provided for in this Agreement.

Section 4.5 President-Paid Release Time. Paid release time for the PECSH President will be provided as a full-time position, up to 80 hours per pay period, consistent with Section 4.9. The PECSH President will maintain their previous shift and status in their department/unit upon completion of service.

Section 4.6 Designee-Paid Release Time. Paid release time for the PECSH President designee will be given as needed, up to 96 hours per month, consistent with Section 4.9. The PECSH President will work with management jointly on agreed upon goals for the release time for the PECSH President designee. Additional hours will be granted/expensed at the discretion of the Vice-President of Human Resources. This release time would be prescheduled with the employee’s Manager.

Section 4.7 Vice-President-Paid Release Time. Paid release time for the PECSH Vice-President will be given as needed, up to 40 hours per pay period, consistent with Section 4.9. The PECSH Vice-President will maintain their previous shift and status in their department/unit upon completion of service.

Section 4.8 Grievance Chairperson-Paid Release Time. Paid release time for the PECSH Grievance Chairperson will be provided as a full-time position, up to 80 hours per pay period, consistent with Section 4.9. The Grievance Chairperson will maintain their previous shift and status in their department/unit upon completion of service.

Section 4.9 Paid Release Time. The paid release time will be used for Union related matters, contract administration, investigating and processing grievances, and working together with the Employer.

Section 4.10 Payment for Next Negotiations. The Employer agrees to pay the Bargaining Committee, up to 11 members, and the PECSH President and Grievance Chairperson for 100% of hours spent in negotiating sessions to renegotiate this contract.

Section 4.11 Hours Paid as Non-Overtime Hours. Hours paid, as provided for in this Article, will not be counted for overtime purposes, but will count for purposes of all other benefits.

Section 4.12 Release Time in Absence of Collaborative Relationship. In the absence of a collaborative working relationship as defined by Article 63 all release time will revert to these minimums for contract administration:

- Grievance Chairperson and grievance representatives - 30 hours per pay period
- PECSH President - one shift per week, not to exceed 40 hours per month

ARTICLE 5 **NON-DISCRIMINATION**

The Employer and the Union agree there will be no discrimination based on race, color, sex, sexual orientation, religion, political beliefs, marital status, age, height, weight, physical or mental disabilities, national origin, or participation or non-participation in legal union activities.

The Employer and PECSH/MNA agree to participate in the implementation of the Workforce Diversity Action Plan. The Workforce Diversity Action Plan includes comprehensive goals and strategies to create and maintain an environment of respectful inclusiveness that will enhance diversity in the recruitment and retention of employees.

The Diversity Advisory Council will have a PECSH representative who will provide input and make recommendations on issues brought before the Council, and assist with implementation of the goals and strategies of the Workforce Diversity Action Plan.

ARTICLE 6 **UNION MEMBERSHIP**

Section 6.1(a) Union Membership Options. Employees who are registered nurses must become members of the Association or pay service fees, consistent with the applicable provisions of the law. Employees who are health care professionals and not registered nurses must become members of the Association and pay dues at a rate that excludes dues and any applicable assessments of the ANA, UAN or other affiliates specific to the nursing profession or pay service fees consistent with the applicable provisions of law.

Section 6.1(b) Bona-Fide Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona-fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a labor

organization, shall be required to pay sums equal to the service fee to a non-religious charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code chosen by the employee. Only employees who qualify under this Section can select the charitable contribution option.

Section 6.2 Dues Obligation. Professional employees classified as full-time, part-time, per diem, Supplemental Pool, or temporary, who are newly hired, re-hired, reinstated or transferred into the bargaining unit, will be required as a condition of continued employment to select one of the options in Section 6.1(a), within the first 30 calendar days of employment.

Section 6.3 Notification of Failure to Remit Dues. Any employee who fails to comply with the provisions set forth above, shall be terminated no earlier than 31 days following receipt by the employee and the Employer of a written notice, sent by certified mail, from the Association to the employee, notifying the employee of default under this Article and the effective date of termination of employment of the employee if such default is not remedied prior to that date. Copies of such notice shall be mailed simultaneously to the Employer.

Section 6.4 Annual and Monthly Roster of Employees. The Employer will submit a list annually to the Association giving the names, addresses, social security numbers, classification, and unit or department of employees currently employed and will, on a monthly basis, notify the Association of new hires, resignations, retirements, transfers into and out of the bargaining unit, and terminations.

Section 6.5 Association Membership Information. During New Associate Orientation, the Employer will provide the Association with a minimum of one-half (½) hour to meet with newly hired employees to explain the role and status of the Association. The Association will provide new hires and other new bargaining unit employees with a Welcome Packet which includes, in part, membership information and dues deduction authorization forms. The Employer will provide these employees with a copy of the Agreement. The parties agree to meet periodically, if necessary, during the term of this Agreement to determine what additional information either party can provide to assist new bargaining unit employees to meet their obligations under this Article.

Section 6.6 Employer Held Harmless. The Union shall indemnify and hold harmless the Employer from any and all claims, demands, or any other action arising from this Article or from complying with any request for termination under this Article.

ARTICLE 7

PAYROLL DEDUCTION FOR UNION DUES OR REPRESENTATION SERVICE FEES

Section 7.1(a) The Employer agrees to deduct from the pay of employees covered by this Agreement, Union dues or representation service fees. The authorization for payroll deductions shall remain in full force and effect for a period of one year or until termination of this Agreement, whichever is earlier. The Employer shall notify the Union as to each employee who refuses to voluntarily execute and deliver to the Employer a payroll deduction form which has been mutually agreed to by the Union and the Employer.

Section 7.1(b) The Employer agrees to deduct from the pay of employees covered by this Agreement contributions to the Association's Political Action Committee (PAC). Employees who opt to contribute to the PAC through payroll deduction must authorize in writing the deduction of

such contributions. The authorization for payroll deductions shall remain in full force and effect for the calendar year.

Section 7.2 The dues, service fees, and/or PAC contributions shall be deducted in 12 equal installments on the first payday of each month. Dues, service fees, and/or PAC contributions which are deducted, shall be sent to the Michigan Nurses Association. The Union shall indemnify the Employer and hold it harmless against any loss or claims for damage resulting from payment to the Union for any sums deducted under this Article.

Section 7.3 The Employer will notify the Union of any employee who claims exemption as a bona-fide religious objector under this Agreement. It will be the responsibility of such employees to satisfy the Union that payment of required charitable contributions are being made to qualifying organizations.

Section 7.4 The amount of monthly dues and service fees must be certified in writing by the Union and delivered to the Employer prior to deduction of such dues and fees. Changes in the amount of the monthly dues and fees must be certified in writing by the Union and delivered to the Employer at least 30 days prior to first payday to be affected by the change.

Section 7.5 The Union specifically agrees to make whatever adjustments are necessary directly with any employee who may, as a result of this deduction procedure, pay more or less than the Union's annual membership dues or representation fees.

ARTICLE 8 **UNION COMMUNICATION**

Section 8.1 The Employer will maintain bulletin boards for use by the Union of such size, type and number at such locations as may be mutually agreed upon, but in no event less than six.

Section 8.2 It is understood and agreed that the bulletin board shall be used for posting of notices of meetings, elections, names of representatives and officers of the Union and other general non-controversial, non-political matters concerning the business of the Union.

Section 8.3 It is further agreed that such notices are to be reviewed prior to posting by the Vice-President of Human Resources and any violation by the Union of this provision will result in the loss of the privilege of the use of the bulletin boards' space.

Section 8.4 With the Employer's prior approval, the Union may use the Employer's mail system, phone mail system, copy machines, computers and facsimile machines.

ARTICLE 9 **HIRING PRACTICES**

Section 9.1 Right to Hire. The Employer shall have the sole right and privilege of hiring any employee or employees deemed desirable and necessary by the Employer.

Section 9.2 Physical Examinations. All candidates for employment may be required by the Employer to successfully complete a pre-employment examination, which may include blood and/or urine testing, as a condition of employment.

Section 9.3 Orientation. Employee shall receive an orientation to the position in which they were hired or transferred. Employee may review orientation programs and make suggestions for improvement. Each employee, upon beginning employment, shall receive a written position description.

ARTICLE 10 **EMPLOYEE STATUS**

Section 10.1 Full-Time. Employees who accept full-time employment are regularly scheduled to work 72 hours or more per pay period, and are subject to weekend and holiday scheduling.

Employees who work a 7 consecutive day, 70 hours per pay period work plan will be considered full-time employees.

Weekend Staffing Plan employees, if any, shall be considered as full-time although scheduled to work 48 hours or more per pay period.

Section 10.2 Part-Time. Employees who accept part-time employment are regularly scheduled to work less than 72 hours per pay period, but at least 16 hours per pay period, and are subject to weekend and holiday scheduling.

Section 10.3 Per Diem. Employees who accept per diem employment work periodically to replace employees during illness, holidays, weekends, leaves, vacations or increased workload. Per diem employees accrue bargaining unit seniority as described in Article 12, have intradepartmental bidding rights as described in Article 11, and have an obligation to pay dues as described in Article 6.

Section 10.4(a) Per diem/PRN employees who do not work within a 90-day period of time or who do not meet departmental scheduling standards may be terminated at the sole discretion of the Employer. Any per diem/PRN employee not working for 1 year will be terminated.

Upon request, the Employer will provide the Union with information regarding hours worked by per diem and PRN employees on a quarterly basis.

Section 10.4(b) PRN. Employees who accept PRN employment work 400 hours or less in a payroll year to replace employees during illness, holidays, weekends, leaves, vacations or increased workload.

PRN employees do not accrue bargaining unit seniority as described in Article 12, have interdepartmental bidding rights as described in Article 11, and do not have an obligation to pay dues as described in Article 6.

Section 10.4(c) PRN Reclassification to Per Diem Based on Hours Worked. If a PRN employee works more than 400 hours in a payroll year in such status, the employee will be

reclassified to per diem status effective on the first day in the following payroll year. The reclassified PRN employee will begin accruing bargaining unit seniority, have intradepartmental bidding rights, and have a dues obligation effective on the date they are reclassified.

Section 10.4(d) Per Diem/PRN Status and Effect on Bargaining Unit Seniority. Employees who become per diem will have bargaining unit seniority as described in Article 12.

Employees who choose PRN status will have their bargaining unit seniority frozen as of that date. Bargaining unit seniority will resume accumulation when the employee becomes a full-time, part-time, Supplemental Pool or per diem employee.

Section 10.4(e) Limited Transfer Into or Out of PRN Status. Bargaining unit employees may only transfer into or out of PRN status at the beginning of a payroll year. In order to transfer, employees must notify their Manager of their desire to do so prior to the last day in the payroll year. The change of status will become effective on the first day of the following payroll year. Employees who work more than 400 annualized hours in a payroll year in per diem or PRN status are not eligible to transfer to or remain in PRN status for the following payroll year.

If an employee who has been reclassified to per diem status as described in Section 10.4(c), desires to return to PRN status, the employee may do so only as described in this Section 10.4(e) and only after being in the reclassified per diem status for at least one payroll year.

Full-time and part-time employees may transfer to per diem status as described in Article 11, Section 11.3.

Section 10.5 Employees cannot combine hours in multiple part-time and/or per diem positions to gain benefit eligibility or increase their employment category from part-time or per diem to full-time (i.e., one job status, one supervisor).

Section 10.6 Temporary Employees. Employees hired for a limited period of time not to exceed a total of 6 months shall be classified as temporary employees. If the Employer desires to extend such temporary employment beyond 6 months, it will notify the Union and, upon request, discuss the extension. A temporary employee shall be treated as a probationary employee under this Agreement. In the event a temporary employee successfully bids (under Article 11) into a posted position, the employee's date of hire will be their most recent date of hire as a temporary employee as described in Article 12, Section 12.1. The parties recognize that temporary employees have limited work priority compared to other employees, which includes Article 14 and Article 59. The Employer will notify the Union when it hires a temporary employee.

Section 10.7 Probationary Status. Employees will be classified as probationary employees during their first 6 months of employment in a bargaining unit position. The 6-month probationary period begins on the employee's date of hire and ends 1 day preceding the 6-month anniversary date. If for any reason during the probationary period an employee fails to work their budgeted FTE in the position into which the employee was hired, the probationary period will be extended by the number of days not worked. The probationary period may be extended to a maximum of 90 additional days if mutually agreed upon between management, PECSH and the employee. During the probationary period, the Employer will determine whether the probationary employee is qualified to become a regular employee. Employees who terminate their employment with the Employer and are thereafter rehired shall be classified as probationary employees during their first 6 months of employment following the date of re-employment.

Employees in the Nurse Residency Program are considered as probationary employees until they have completed 6 months of employment following the date of completion of their nurse residency. For example, a nurse resident who completes the Nurse Residency Program on January 1, 2006, will be considered as a probationary employee until June 30, 2006. Consistent with Section 10.7 of the Sparrow/MNA labor agreement, this probationary period may be extended up to an additional 90 days by mutual agreement between management, PECSH, and the employee.

Any decision involving the employment or continued employment of probationary employees is entirely within the discretion of the Employer. At any time during the probationary period, the Employer shall have the right to terminate the employment of any probationary employee. Such decision to terminate is final and there will be no recourse to any step of the grievance procedure provided in this Agreement.

Current Hospital employees who are not in the bargaining unit and transfer or are promoted into jobs within the bargaining unit shall be on probation during the first 6 months of employment in the new position. During the probationary period, the Employer will determine whether the employee is qualified to become a regular employee in the new job.

Section 10.8 Supplemental Pool. Employees who accept employment in the Supplemental Pool will be scheduled to work as provided for under Article 27. These employees work during peaks in census and/or acuity and to fill vacancies in staffing related to leave of absences, resignations, vacations, sick calls, etc.

Section 10.9 Voluntary Reduction in Scheduled Work Hours. When a full-time or part-time employee wishes to reduce their hours (other than a change to per diem status), they will make a request of their Manager to do so. If operational needs allow, the employee may reduce their hours with the approval of their Manager. These remaining hours may be posted, may be combined with other hours within the department/unit, or may remain unfilled. If such an employee subsequently desires to increase their scheduled work hours, they must bid on a posting.

ARTICLE 11 **VACANCIES AND TRANSFERS**

When job openings occur, employees shall be permitted to indicate a desire to be considered for vacancies in the following manner:

Section 11.1 Definition of Vacancy. A job will be considered vacant when it is a newly created job or when the employee holding the job has resigned, is discharged, retired, dies, transferred, and the need to fill the position continues as determined by the Employer.

Section 11.2 Eligibility. All bargaining unit employees are eligible to apply for open positions if they have been in their current position for at least 6 months. Probationary employees are not eligible for transfer unless mutually agreed upon by the Employer, employee and PECSH/MNA.

Processing of transfer requests will not automatically be preempted because of discipline.

When an employee successfully applies for, and is assigned to, a different position, the Employer has no obligation for 6 months to consider another application from the employee. This does not

apply if the last transfer was involuntary. An employee who has been in their position for less than 6 months is eligible to apply for a vacant position within the employee's same department.

An employee on a leave of absence may apply for a posted vacancy provided they will be available and physically able to perform the essential functions of the job they wish to apply for within the same time period an active employee would be available to transfer into the position.

Section 11.3 Job Posting Procedure. All vacancies (except as provided in Article 12, Section 12.8) within the professional bargaining unit will be posted on a concurrent basis (intradepartmentally and interdepartmentally) for 7 consecutive calendar days, with a copy provided to PECSH. Each posting will include a closing date. A posting is not required when an employee changes their status to per diem within their department.

After the initial posting period the Employer may repost a position. The reposting will be for a minimum of 5 consecutive calendar days. All applicants from the initial posting and reposting will be considered together.

The qualifications are set forth in the job posting. The parties recognize that changes may occur in postings for a position and that such changes will be for legitimate reasons.

Section 11.4 Selection Criteria and Process. Preference for job vacancies or transfers will be given to employees within the department (intradepartmental) in which the vacancy exists provided the employee meets the qualifications.

Per diem employees will be considered intradepartmental applicants within their department. PRN employees will be considered interdepartmental applicants and may use their frozen bargaining unit seniority to bid on a posted vacancy.

When an employee, including per diem and PRN, is bidding for a job in another department and has a minimum of 10 years bargaining unit seniority, they may use a maximum of 5 years bargaining unit seniority for consideration as an intradepartmental candidate.

Bargaining unit seniority will control only when two or more applicants are determined to be comparably qualified. All applicants may not be contacted for an interview.

In the event that there are no qualified internal applicants for the position, the Employer may fill the position from any source.

Section 11.5 Transfer of Successful Applicant to New Position. Transfer to another position will occur within 3 to 4 weeks of the date notice is provided to the employee's current Manager. Periods extending beyond three to four weeks must be mutually agreed upon by the Manager and the employee. If a mutual agreement is not reached, the proposed transfer date must be approved by the Director of Labor and Associate Relations or designee and the PECSH President or designee.

Section 11.6 Unsuccessful Transfers. If the Employer determines that the employee is not qualified for the new job, the employee may be returned to their former position if available. If the employee is not returned to the former position, the employee can bid on any vacancy for which the employee is qualified. If accepted, the employee will be considered as a transferred employee. If no positions are available or the employee does not successfully bid on any vacant positions, the

employee will be placed on layoff status for a period not to exceed 12 months with recall rights to a position for which the employee is qualified.

Section 11.7 Misrepresentation/Falsification During Employment/Transfer Process. Any misrepresentation or falsifications during the employment or transfer process will result in Employer's exclusion of the employee from further consideration for the position. If the employee has been hired or is already an employee, the misrepresentation in the application or transfer process will result in termination of employment.

Section 11.8 Merger With Another Organization. Employees who become covered by this Agreement as a result of a merger have job bidding rights under this Article for vacant positions which occur on or after the effective date of the merger.

ARTICLE 12 **SENIORITY, LAYOFF, RECALL, AND HOURS REDUCTION**

Section 12.1 Hospital Seniority-Definition. Hospital seniority is the length of continuous service with the Employer or a merged organization, commencing with the employee's last date of hire. Hospital seniority does not accrue while an employee is on layoff.

Section 12.2(a) Bargaining Unit Seniority-Definition. Bargaining unit seniority is the length of continuous service with the employer or a merged organization commencing with the employee's last date of hire, promotion or transfer into a position currently covered by this Agreement. Bargaining unit seniority does not accrue while an employee is on layoff

Section 12.2(b) PRN employees do not accrue bargaining unit seniority.

Section 12.2(c) Bargaining Unit Seniority-Post Retirement. Employees returning to a position within 6 months following retirement will maintain bargaining unit seniority.

Section 12.2(d) Bargaining Unit Seniority-ADM/Supervisor. Employees who were in an ADM/Supervisory position prior to or on October 31, 1994 and who also had been in a bargaining unit position prior to or on October 31, 1994 will be credited with bargaining unit seniority for all the time spent in both positions up through October 31, 1994 and this bargaining unit seniority will be frozen.

After October 31, 1994, bargaining unit members who move into ADM/Supervisory positions will have their bargaining unit seniority frozen. If returning to a bargaining unit position by October 31, 2006, frozen bargaining unit seniority will be credited after holding a bargaining unit position for 6 months.

Employees who are employed as ADMs/Supervisors as of October 31, 2004 must return to the bargaining unit by October 31, 2006 in order to maintain their bargaining unit seniority, as stated above. Thereafter, bargaining unit seniority will be forfeited.

Effective November 1, 2004, bargaining unit members transferring into an ADM/Supervisor position will have their bargaining unit seniority frozen. If they return to a bargaining unit position within 2 calendar years after such transfer, their frozen bargaining unit seniority will be credited after holding a bargaining unit position for 6 months. Thereafter, bargaining unit seniority will be forfeited.

An ADM/Supervisor may only return to a bargaining unit position with bargaining unit seniority credited 1 time.

Section 12.3 Seniority-Tiebreaker. If 2 or more employees have the same bargaining unit seniority date, their hospital seniority date will be used as the tiebreaker. If 2 or more employees have the same hospital seniority date, their bargaining unit seniority will be used as the tiebreaker. If 2 or more employees have the same hospital and bargaining unit seniority date, the last 4 digits of their Social Security number will be recognized as having the greatest seniority (e.g., an employee with the last 4 digits 3333 would be considered senior to an employee with the last 4 digits 3299). In the event of a tie, the last 5 digits will be considered, etc., until the tie is broken.

Section 12.4 Seniority Determination Following a Merger. Employees employed by the Employer and an acquired organization (dual employment) at the time of a merger will have their seniority determined by the greater amount of continuous service at either organization.

Section 12.5 Loss of Continuous Service and Seniority. Continuous service is broken and seniority is lost through retirement, resignation, termination, layoff for more than 18 months, failure to report to work within 7 days after recall or failure to return to work following the expiration of an approved leave of absence.

Section 12.6 Seniority Lists.

- A. The seniority list on the date of this Agreement will show the names and classifications of all employees in the bargaining unit entitled to hospital and bargaining unit seniority.
- B. The Employer will provide a seniority list of current bargaining unit employees on a regular basis or upon the Union's request, but not more than 6 times per calendar year.
- C. The parties will develop a master seniority list within 6 months of ratification.

Section 12.7 Hours Reduction. The Employer has the right to determine the assignment, scheduling, and size of the workforce, including the number of shifts to be worked, the hours of the shifts, and the starting and quitting times.

The Employer shall endeavor to maintain the hours of professional employees consistent with their appointment (i.e., as an 80, 72, or 40 hour per pay period employee). However, the Employer shall not reduce the hours of professional employees on an across-the-board basis.

If the Employer determines there is an operational need to reduce hours and/or staff within a unit/department/section, the Employer will inform the Union of the need to reduce hours and/or staff and its implementation plan.

Voluntary Hours Reduction. If an hours reduction best achieves the Employer's operational needs, the Employer will seek volunteers to reduce their budgeted hours from that unit/department/section in order of bargaining unit seniority (i.e., the most senior will be offered the opportunity to reduce first, etc., to the least senior).

Involuntary Hours Reduction. When it is determined that a reduction of hours in a classification in a department/unit/section is necessary and there is an insufficient number of volunteers, the

employee(s) to be affected shall be the same employee(s) who could otherwise be laid off consistent with the order provided in Section 12.8D(1).

If reduced hours are returned to that unit/department/section within 18 months and operational needs permit, the hours will be offered to employees remaining within such unit/department/section whose hours were reduced, in order of bargaining unit seniority.

Section 12.8 Workforce Reduction.

A. Initial Meeting with Union Regarding Workforce Reduction. If an hours reduction is insufficient to meet the Employer's need to reduce worked hours, the Employer will meet with PECSH leadership to discuss its reduction plans, including the reasons for the reduction, the classification(s) affected, and the affected unit(s)/department(s)/section(s). The parties will discuss holding vacant positions due to the planned reduction, as well as operational needs that may require filling certain vacancies.

B. Vacant Positions and Employees Affected by a Workforce Reduction. The Employer and the Union desire to provide employment opportunities to employees affected by a workforce reduction prior to laying off employees. To that end, the parties will identify the employee(s) who would be transferred from their position or laid off, in their classification in order of bargaining unit seniority, ("affected employee(s)") and vacant positions for which they may be qualified. An affected employee may, but is not required to, bid on a vacant position and if they do so, they will be considered an intradepartmental candidate for positions of the same or lesser status.

An affected employee who chooses not to bid on a vacant position or who is an unsuccessful bidder will be transferred to a vacant comparable position (based on budgeted hours and pay rate) for which they are qualified, if available. An affected employee who declines a transfer to a vacant comparable position will be considered to have voluntarily resigned.

C. Meeting Prior to Layoff. If these measures are insufficient to avoid a layoff, the parties will meet to discuss the layoff, the affected employee(s), their displacement rights, and other relevant matters.

D. Layoff.

1. Based on bargaining unit seniority, the affected employee(s) will displace the least senior employee(s), including probationary employees, in the same classification, or similar classification, while maintaining their budgeted hours, and provided they are qualified and able to perform the job of the employee being displaced within a reasonable orientation period.

2. In certain circumstances, adjustments will be made by the parties to this process to avoid displacement that affects two or more units/departments/sections, two or more shifts, or would create other operational problems.

3. Affected employees who do not displace other employees and displaced employees who do not obtain another position will be placed on layoff status with recall

rights under Article 12, Section 12.9. Where the bargaining unit seniority is equal, the employee with the least hospital seniority will be laid off first.

4. Employees will be given at least 14 calendar days advance notice of their layoff or pay in lieu of such notice.

In rare cases, a less senior employee may be retained if the Employer determines that the layoff of that employee would adversely affect the Employer's ability to provide specific services.

Section 12.9 Recall.

- A. If the workforce is increased after a layoff, employees on layoff will be recalled in the order of greatest bargaining unit seniority, provided that the employees recalled are from the needed occupation and are qualified and able to perform the job to which they are recalled within a reasonable period of time after an orientation period has been completed.
- B. Employees on layoff with bargaining unit seniority will retain the right to be recalled up to 18 months from the date of layoff. Probationary employees have recall rights equal to their bargaining unit seniority.
- C. If an employee declines an offer of recall to a position comparable to the one from which the employee was laid off (based on budgeted hours and pay rate), the employee will be considered to have resigned with proper notice. Employees who fail to respond to recall within 7 calendar days of the delivery of the recall notice to the employee's last known address (in the employee's Human Resources file) and/or who fail to report to work at the required time will be terminated.

Section 12.10 Variation of Start Time. The Employer may determine that a redistribution of hours between shifts needs to occur within a particular department which may result in a change of start time. A change of an employee's start time of two hours or more will be considered a change of shift.

Section 12.11 Change In Shift. In the event there are more employees (full-time equivalent positions) on a shift than determined appropriate, employees on that shift shall be selected in proportion to the excess FTE and afforded opportunities to be placed into vacant positions on any shift within the department, consistent with the order specified in Article 12, Section 12.8, D of the Agreement. Concurrently, an impacted employee, targeted for an involuntary change of shift, will have an opportunity to apply for vacancies within other departments with equal preference with intradepartmental candidates of the same status within the department with the existing vacancy.

Section 12.12 Shift Length/Work Schedules. Where there is a concern that work schedules are not meeting the operational needs of the unit/department and there is consideration of possible new shifts or a change in the mixture of existing shifts, the steps listed below will be taken. The parties recognize the benefits of having a variety of shift lengths. These steps are followed to ensure that any involuntary disruption of existing shift lengths is minimized and appropriate staffing levels are achieved.

- A. Implement mutually developed guidelines, if applicable.

- B. If the unit guidelines do not address this issue, convene a unit-based committee for the development of a resolution. PECSH representatives will be notified and invited to attend.
- C. A resolution will be developed within 3 months after the unit-based committee meeting (this time period may be extended by mutual agreement).
- D. Implement mutually developed unit-based resolution.
- E. If no resolution is reached by the unit, then the unit representative/PECSH representative/Management representative/Human Resources representative will develop a master scheduling plan to reorganize the hours preserving the employees' hour appointment and shift appointment within the department. After the master schedule is developed by the team, seniority will determine the bidding of the positions within the employees' hourly and shift appointments (Days as determined by 12 hour day. Nights as determined by 12-hour night). If any changes to hours/shifts are necessary, these changes will be made by the least senior person in the department.

ARTICLE 13
TRANSFERS OF WORK/TEMPORARY TRANSFER OF EMPLOYEES

Section 13.1 Transfer of Work to a Different Unit/Department. Where new positions are created, such as through the closing of a unit/department, a permanent transfer of patients, or a restructuring of services, employees in the affected unit/department will be given preference to new positions of the same or lesser status and shift for which they are qualified, as determined by the Employer, based upon bargaining unit seniority. In rare cases, a less senior employee may be retained if the Employer determines that the transfer of that employee would adversely affect the Employer's ability to provide specific services. The pay rate for an employee who obtains a new position under this Section will be determined as described in Article 52, Section 52.3(g).

Section 13.2 Temporary Transfer of Employees. The Employer may temporarily transfer an employee from one work location or department to another. Prior to transfer the employee will be given a written estimate of the length of the temporary transfer period. Upon transfer, the employee will be given an adequate orientation period.

ARTICLE 14
ADMINISTRATIVE ABSENCES

Section 14.1 Definition. An administrative absence is time off from the regular work schedule assigned by the Manager and/or designated Supervisors to temporarily reduce the level of staffing.

Section 14.2 Payment for Administrative Absence. The employee has the option of using earned time off benefits or otherwise the time off shall not be compensated.

Section 14.3 Cancellation Requirements Prior to Administrative Absence. Whenever a Manager determines that patient census, patient acuity levels or the department/unit workload necessitates a temporary reduction in staffing, the Employer will cancel agency and then Supplemental Pool personnel. The Employer may eliminate scheduled overtime (employee being

paid overtime for that actual shift) and Weekend Staffers working an extra weekend shift (a shift which qualifies for the Weekend Staffing Plan premium).

Section 14.4 Competency Completion Prior to Administrative Absence. Employees will be expected to complete their mandatory requirements/competencies (“competencies”) during their regularly scheduled shifts, as operational and patient care needs permit. To that end, prior to the issuance of an administrative absence(s), employees on a unit/department will be surveyed as to whether they have competencies to complete. If the Supervisor/Manager agrees that the means are available to complete a competency at that time, the employee will be given the opportunity to complete the competency prior to the issuance of an administrative absence on that unit/department.

Section 14.5 Voluntary Administrative Absence. If these measures are not sufficient to reduce staffing as needed, volunteers for an administrative absence will be sought by the Manager and/or designated Supervisors. If there is more than one volunteer, the person(s) with the least recent administrative absence will be chosen. A volunteer for an administrative absence may have the request denied in order to maintain the appropriate clinical skills, training or staff mix.

Section 14.6 Additional Cancellations and Involuntary Administrative Absence. If voluntary administrative absences are inadequate to obtain the necessary staff reductions, the Employer may reduce the work force through cancellations (in addition to those provided for in Section 14.3) and involuntary administrative absences. Cancellations and involuntary administrative absences shall be taken in the following order:

1. Cancel PRN employees.
2. Cancel per diem employees.
3. Cancel employees (full and part-time) scheduled to work extra shifts.
4. Give administrative absence to probationary employees (except during formal orientation).
5. Give administrative absence to part-time employees with less than 7 years of service as a professional employee.

Section 14.7 Exemption From Involuntary/Mandatory Administrative Absence. All full-time employees shall be exempt from involuntary administrative absences, except as provided in Section 14.6(4). All part-time employees with 7 or more years of service as a professional employee shall also be exempt from involuntary administrative absences. If an employee is cancelled as provided in Section 14.6 or given an involuntary administrative absence, it will be for the employee’s entire scheduled shift unless the employee otherwise agrees to return for a partial shift.

The employee with the lowest cumulative administrative absence hours for the previous 4 pay periods, whether voluntary or involuntary, will be given the first involuntary administrative absence. If 2 or more employees within the unit or department have the same number of cumulative hours during the previous 4 pay periods, the involuntary absences will be given to the employee with the lowest bargaining unit seniority.

Float Pool employees will be considered for involuntary administrative absences with the other employees in their assigned work group, and will be given involuntary administrative absences on the same basis as these other employees in their work group.

An Assistant Department Manager will not take a patient assignment which results in a bargaining unit employee receiving a mandatory administrative absence.

Section 14.8 Exception to Administrative Absence Procedure. Administrative absences will be given as described above except when an employee(s) must be bypassed in order to maintain the appropriate clinical skills, training or staff mix.

Section 14.9 Closed Unit Guidelines. Closed Unit Guidelines will supercede the provisions of this Article (refer to Article 56, Closed Units).

ARTICLE 15 **DISCIPLINE**

Section 15.1 Discipline – Intention and Effects. Disciplinary action may be taken for just cause and is intended to be corrective in nature. However, disciplinary actions may have an effect on transfers, promotions, and pay as well as other situations in which performance is a determining factor.

Section 15.2 Use of Action Plans. Action plans will be used when it is expected they will improve behavior/action. Action plans should include the problem, action/behavior expected, and expected outcome. Action plans may accompany discipline, but will not be considered discipline. A PECSH representative may attend the action plan meeting at the request of the employee.

Section 15.3 Employee’s Right to Representation. An employee may request to have a PECSH representative present during an investigatory meeting which the employee reasonably believes may lead to disciplinary action. If the employee requests such representation, it will be provided.

Section 15.4 Written Warning – Level 1. An employee will generally receive a written warning – Level 1 for the first violation of job performance standards, or violation of Employer rules, policies or practices. Such warning will be documented, placed in the employee's personnel file, and a copy will be given to the employee and the PECSH Grievance Chairperson. Level I disciplines clear in 12 months if there is no other discipline in that time period. Such discipline may be removed from the employee’s personnel file as provided in Section 15.10.

Section 15.5 Written Warning – Level 2. An employee will generally receive a written warning – Level 2 for a second violation of job performance standards, or violation of Employer rules, policies or practices, within a 12-month period. A written warning – Level 2 may also be given for the first violation of the Employer's rules, policies or practices if, in the judgment of the Employer, the relevant circumstances indicate this level is appropriate. Such written warning will be placed in the employee's personnel file, and a copy will be given to the employee and the PECSH Grievance Chairperson. Level 2 disciplines clear in 18 months if there is no other discipline in that time period. Such discipline may be removed from the employee’s personnel file as provided in Section 15.10.

Section 15.6 Written Warning/Suspension – Level 3. An employee will generally receive a written warning or suspension – Level 3 for a violation of job performance standards, or violation of other Employer rules, policies or practices which occur within 18 months after a

Level 2 discipline. An employee may be given a written warning/suspension – Level 3 for the first or second violation of Employer rules, policies or practices if, in the Employer's judgment, the relevant circumstances indicate that this level is appropriate. Such written warning/suspension will be placed in the employee's personnel file, and a copy will be given to the employee and the PECSH Grievance Chairperson.

Suspensions under this section shall not be for more than 5 consecutive scheduled work days. An employee may also be suspended in contemplated discharges or pending investigation of the employee's conduct giving rise to consideration of disciplinary action.

Level 3 disciplines clear in 24 months if there is no other discipline in that time period. In those cases where the Employer finds that there may be certain egregious/serious behaviors (i.e., theft, physical violence), where the time limits for a Level 3 record clearing may not be sufficient, the time limit may be extended beyond 24 months by mutual agreement between the Employer, the employee, and the Union. Such discipline may be removed from the employee's personnel file as provided in Section 15.10.

Beginning immediately with notification of suspension, the employee will be considered off the payroll and no further time or earnings will accrue or accumulate. Should the employee be justifiably reinstated (i.e., have the suspension decisions reversed) through the grievance procedure or through Administrative action, pay and benefits for all normally scheduled hours not worked will be restored.

Section 15.7 Dismissal From Employment. The Employer may discharge any employee for cause without warning or notice based upon violations of Employer's rules, policies, and practices.

Section 15.8 Timeframe for Issuing Discipline. The Employer and the Union agree that in order for discipline to be corrective in nature, it should be delivered in a timely manner. Therefore, discipline under this Article must be issued within 14 days after the Employer becomes aware of the incident for which the discipline is being issued. If the Employer is unable to complete its investigation within this timeframe, it may seek an extension from the Grievance Chairperson or designee. Such extensions will not be unreasonably withheld.

Section 15.9 Disciplinary Action Rebuttal. In the event anything is placed in the employee's personnel file to which they object or disagree, they may submit a written rebuttal to be included in their personnel file.

Section 15.10 Removal of Disciplinary Record. An employee may request to have a disciplinary action removed from their personnel file according to the schedule(s) noted above by filing a written request to their Manager and/or the Labor and Associate Relations Director or designee.

ARTICLE 16

ATTENDANCE AND PUNCTUALITY

Section 16.1 Notification. Recognizing that all employees are professional, regular attendance and punctuality are essential to quality patient care. Employees are personally responsible for notifying their supervisor (or designee) whenever they will be absent, late or need

to leave early. Notification must be made as far in advance as possible or not later than 90 minutes before the employee's shift begins.

Section 16.2 Preplanned Absences. Preplanned absences are periods of time off to which the employee and supervisor have mutually agreed before the scheduled shift begins.

Section 16.3 Unscheduled Absences. Unscheduled absences are periods of time off of 2 or more hours which the supervisor did not approve.

When an employee is absent for more than 2 consecutive scheduled shifts, no more than 2 consecutive shifts would be considered unscheduled. If an employee has unscheduled absences on 2 or more consecutive scheduled shifts, the unscheduled absences will be counted under Section 16.4(c). However, the employee may only be advanced 1 level of discipline under Section 16.5 for these absences.

Absences due to work related injuries will not be considered unscheduled. An absence will not be considered unscheduled if an employee finds a replacement with similar or equal skills and no overtime is incurred. If an employee is not available for their scheduled on-call, it will not be payable as PTO.

Unscheduled absences are paid if sufficient time off benefits are available and the supervisor is notified.

Section 16.4 Excessive Unscheduled Absences and Absences Without Call In.

Excessive Unscheduled Absences. Excessive unscheduled absences are cause for disciplinary action, for employees other than weekend staffing plan participants (discipline for absenteeism for weekend staffing plan participants is covered by Article 51, Section 51.2). The types of absences for which an employee will be disciplined include, but are not limited to:

- A. Absences for which the supervisor was not properly notified at least 60 minutes prior to the start of the employee's shift, including scheduled on-call employees who provide less than the required 60-minute notice of their unavailability to work.
- B. Absences on days that were specifically denied.
- C. Unscheduled absences in excess of 72 hours per year. The year begins on the employee's anniversary date. Each absence in excess of the hours limits set forth herein, within a year, will move the employee one level in the disciplinary process set forth in Section 16.5.

Absences Without Call In. Absences without call in, including scheduled on-call employees who do not report when called or are unavailable while on-call. Each instance of an absence without calling in (no call/no show) will advance the employee one level in the disciplinary process. Upon the first no call/no show instance, an employee not currently in the disciplinary process for attendance will result in a 1st Written Warning. An employee currently in the disciplinary process for attendance will immediately escalate to the next level upon each instance of a no call/no show. 3 consecutively scheduled shifts of no call/no show will result in immediate termination.

Section 16.5 Discipline Steps for Absenteeism. The steps in the disciplinary procedure for absenteeism are as follows:

Excessive Unscheduled Absences	Discipline	Level
0-1	Clear Record	Na
2	1st Written Warning	1
3	2nd Written Warning	2
4	3rd Written Warning	3
5 & Over	Termination	4

Section 16.6 Record Clearing for Absenteeism. An employee’s disciplinary record is reduced one level for each 4 full consecutive pay periods with no unscheduled absences. An employee at any level of discipline at the time of their anniversary date will not automatically clear. They will remain at their current level and clear their record as described in this Section. An employee with active discipline for absenteeism as of their anniversary date will be subject to discipline under this Article for any further absences until their record has cleared, and they will not receive a new “bank” of unscheduled absences until their record has cleared completely.

Section 16.7 Failure to be Punctual-Hourly Employees. Failure to be punctual is defined as reporting to work after the official starting time. An employee is considered "arriving late" rather than being absent if the period of time is less than 2 hours. Failure to "clock in" or "clock out" without approval by the Supervisor or Manager will be considered as an instance of failing to be punctual. An employee will progress to the first level of discipline at 8 instances of failing to be punctual within the anniversary year. Each additional 4 tardies will progress the employee one level in discipline.

Section 16.8 Discipline Steps for Failure to be Punctual-Hourly Employees. The steps in the disciplinary procedure for failing to be punctual for hourly employees are:

Tardies	Discipline	Level
0-7	Clear Record	Na
8	1 st Written Warning	1
12	2 nd Written Warning	2
16	3 rd Written Warning	3
20	Termination	4

Section 16.9 Record Clearing for Failure to be Punctual-Hourly. An hourly employee's disciplinary record is reduced one level for each 4 full consecutive pay periods with no incidents of failing to be punctual. An employee at any level of discipline at the time of their anniversary date will not automatically clear. They will remain at their current level and clear their record as described in this Section. An employee with active discipline for failing to be punctual as of their anniversary date will be subject to discipline under this Article for further

tardies as provided in Section 16.8 until their record has cleared, and they will not receive a new “bank” of tardies until their record has cleared completely.

Section 16.10 Timeframe for Issuing Discipline. The Employer and the Union agree that in order for discipline to be corrective in nature, it should be delivered in a timely manner. Therefore, discipline issued under this Article must be issued within 14 days after the end of the pay period in which the incident leading to the discipline occurred. If a Manager has the opportunity to issue a discipline for an absence or failure to be punctual and fails to do so before a subsequent absence or failure to be punctual, the employee will not be disciplined for the first incidents.

Section 16.11 Hardship. Occasionally, a hardship case may arise which should exempt an employee from discipline for absenteeism or failure to be punctual under this Article. A joint committee comprised of the Employer’s Labor and Associate Relations Director (or designee), another member of management, and two PECSH representatives will determine eligibility for hardship exemption. A hardship is defined as an extraordinary circumstance of serious and emergent nature. A consensus of the hardship committee (agreement by all committee members) must be reached to grant a hardship exemption. An approved hardship exemption will be reviewed periodically to determine whether or not to continue the exemption.

Section 16.12(a) Attendance Recognition – Cash Out for Employees With 24 or Less Unscheduled Hours in 12 Months. On the employee’s anniversary date, full-time or part-time hourly or salaried employees who have 24 or less hours of unscheduled absence within the previous 12 months will be eligible to cash out 40 hours of accrued PTO/vacation time at 100% cash value, in addition to other cash outs that may be available. Those employees with frozen PTO/vacation banks will be eligible under this provision. An application for a cash out must be submitted to the Supervisor/Manager within 2 pay periods following the pay period in which the employee’s anniversary date occurs.

Section 16.12(b) Attendance Recognition – Cash Out for Employees With No Unscheduled Absences in 12 Months. On the employee’s anniversary date, full-time or part-time hourly or salaried employees who have no unscheduled absences within the previous 12 months will be eligible to cash out 50 hours of accrued PTO/vacation time at 100% cash value, in addition to other cash outs that may be available. Those employees with frozen PTO/vacation banks will be eligible under this provision. An application for a cash out must be submitted to the Supervisor/Manager within 2 pay periods following the pay period in which the employee’s anniversary date occurs.

Section 16.12(c) Attendance Recognition – Bonus For Employees With No Unscheduled Absences in a Rolling Six Month Period. Except for per diem and Supplemental Pool employees, employees with no unscheduled absences in a rolling 6 month period will be eligible to be paid an amount equal to 1 shift of pay at the base hourly rate for full-time employees and one half (½) shift of pay at the base hourly rate for part-time employees. A Weekend Staffing Plan employee who qualifies under this Section will receive 1 shift of pay at their base hourly rate. For purposes of this Section, shift means the employee’s shift designation in the Employer’s payroll system.

To be eligible for payment under this Section, the employee must submit an application form to their Supervisor/Manager within 30 days after conclusion of the 6-month period. The 30-day application period will be waived only under extenuating circumstances which prevented the employee from applying for the payment during the 30 day period. Such waiver must be

mutually agreed to by the PECSH Chairperson (or designee) and the Director of Labor and Associate Relations (or designee). Payment is based on a rolling calendar; once payment eligibility is established, the calendar starts anew.

The employee is responsible for keeping track of their eligibility for the bonus and for submitting their application as provided in the previous paragraph. The Supervisor/Manager is responsible for making the necessary eligibility information accessible to the employee.

ARTICLE 17

SUBSTANCE ABUSE

Section 17.1 Statement of Philosophy. The Employer and the Union agree that substance abuse by employees represents a significant hazard to patients, coworkers and the individual employee. The Employer is entrusted with the responsibility for providing quality patient care and a safe and healthful workplace. In recognition of this philosophy both parties will work together to encourage assistance, reinforce confidentiality and be proactive in the prevention of substance abuse in the workplace.

Employee alcohol abuse or employee involvement with illegal drugs, including use, sale, possession or distribution both on and off the job while on Employer property, have an adverse impact on the work place and threaten the Employer's ability to maintain a safe work environment that is free from the effects of substance abuse.

Section 17.2

- A. The unauthorized use, sale, possession, or distribution of alcohol, narcotics, drugs or controlled substances while working or on Employer property is cause for disciplinary action up to and including immediate discharge.
- B. If the Employer has cause to believe that an employee is impaired by alcohol, narcotics, drugs, or controlled substances, while on Hospital property and the employee concurs, the employee shall be requested to leave the property after safe transportation has been arranged and may be subject to disciplinary action including discharge. However, if an employee denies impairment, the employee may be required to submit to blood, and/or urine testing. If such test is positive for alcohol, narcotics, drugs or controlled substances, then a second test with an equal or higher sensitivity and a different analytical procedure will be conducted on the same specimen if such second test is reasonably possible on site at Sparrow Hospital with its then-existing equipment.

If the results of testing indicate the presence of alcohol, narcotics, drugs or controlled substances, the employee will be offered the opportunity to obtain assistance, under the terms of the Employer's employee assistance program, and they will be offered a substance abuse Letter of Agreement if appropriate. The Union will be provided with a copy of said Agreement before it is executed. The Employer may discipline the employee up to and including discharge.

An employee, who fails to submit to testing or fails to comply with a substance abuse Letter of Agreement, will be subject to disciplinary action including discharge.

- C. When there is probable cause to believe an employee is suspected of diversion, use or impairment, the employee may be suspended without pay during an investigative suspension. Justification for the suspension will be provided to the employee and PECSH representative (at employee's option). The employee may use accrued vacation or PTO bank for compensation during their suspension. If the employee is reinstated, their bank will be replenished. For those employees suspended during investigation who do not receive any form of compensation and whose charges are dismissed, retroactive pay will be provided. For those employees using a combination of bank and uncompensated time and whose charges are dismissed, the Employer agrees to make the employee whole depending on bank and uncompensated time utilized.
- D. An employee involved in the conversion, diversion, theft, sale of drugs, narcotics or controlled substances will be subject to disciplinary action including discharge.
- E. The Employer may search Hospital vehicles, employee lockers, and work areas in the presence of the employee whenever there is cause to believe that alcohol, illegal narcotics, drugs or controlled substances may be found. Any employee found to have alcohol, illegal narcotics, drugs or controlled substances in a Hospital vehicle, an employee locker, or work area will be subject to disciplinary action including discharge.

This Substance Abuse Letter of Agreement is an example that may be offered to employees. Each Letter of Agreement will be individualized depending on circumstances or conditions.

I, _____, as an Associate of Sparrow Hospital, understand that I am being given the opportunity to return to work under the terms of this Letter of Agreement in lieu of discharge for testing positive for alcohol/drugs while on duty.

I, further understand and agree to the following as conditions of continued employment for 2 years from _____. I understand that Sparrow Hospital has the right to require proof of compliance with this Agreement.

In addition, I understand that the following requirements exist:

- 1. Effective the date of this Agreement, I will be considered as being placed at a Level 3 discipline for purposes of Article 15 of the Sparrow/MNA Agreement.*
- 2. I agree to meet with a CARES Counselor and will seek and successfully complete a treatment program acceptable to Sparrow Hospital. I will attend and actively participate in scheduled rehabilitation meetings and/or aftercare as prescribed by the treatment program.*
- 3. I agree to allow the CARES Counselor to verify my compliance with this treatment program and aftercare including communicating with persons involved in my treatment program and aftercare, as well as my Manager and Human Resources-Labor and Associate Relations representatives.*
- 4. As a condition of returning to active status, I will be required to successfully complete a medical examination by an Associate Health Service practitioner or a practitioner of the Employer's choosing.*

5. *I agree to report to work free from the presence of alcohol as well as the unauthorized use of narcotics, drugs or controlled substances, and remain that way throughout the duration of my shift.*
6. *I will submit to any testing as requested by Sparrow Hospital, with or without cause, for the duration of this Agreement. I understand that refusal to submit to such tests will result in my termination.*

Failure to abide by any provision of this Agreement will result in immediate termination of employment. I further understand and agree that this Letter of Agreement does not create a contract of employment nor create any independent contractual rights.

Employee Signature

Date

Manager Signature

Date

Union Representative Signature

Date

ARTICLE 18
GRIEVANCE PROCEDURE

Section 18.1 Grievance Definition. "Grievance" as used in this Agreement is limited to a complaint or request of an employee or the Employer which involves the interpretation of, or application of, or compliance with, the provisions of this Agreement, provided such complaint is encompassed within the specific terms of this Agreement.

Section 18.2 Joint Problem Solving. Under the mutual gains philosophy, the parties jointly agree to encourage joint problem solving and discussion between the employee and management, prior to filing a written grievance. This can be done with or without a PECSH representative.

When mutually agreed upon, certain types of grievances can be handled through joint problem solving in place of the traditional grievance procedure (i.e., MNA Update, Mutual Gains Committee). If the parties engage in joint problem solving but do not resolve the issue, a grievance on the issue may be filed within a reasonable period, not to exceed 14 calendar days after the conclusion of joint problem solving, which will be heard at the appropriate step.

Section 18.3 Grievance Procedure:

Step 1 Manager/Employee/Union Meeting. The aggrieved employee and/or a Union representative shall submit the grievance in writing to the Labor and Associate Relations Department within 14 calendar days after the occurrence of the event on which the grievance is based. A meeting will be scheduled as soon as practicable, but no later than 7 calendar days after submission of the written grievance, between the employee, and/or a Union representative and the Manager. The Manager may have one other Employer representative present at a Step 1 meeting. The Employer will give its answer to the

employee, the Union representative, and the PECSH office within 7 calendar days after the meeting between the parties.

Step 2 Director/Union Meeting. If a satisfactory settlement is not obtained in Step 1, the grievance may be appealed by the aggrieved employee and/or the Union representative to the Labor and Associate Relations Department within 7 calendar days after the PECSH office's receipt of the Step 1 answer. A meeting will be scheduled as soon as practicable, but no later than seven calendar days after submission of the Step 2 appeal, between the employee, a Union representative and the Director. The Director may have one other Employer representative present at a Step 2 meeting. The Employer will give its answer to the employee, the Union representative, and the PECSH office within 7 calendar days after the meeting between the parties.

Step 3 Vice-President/Vice-President Human Resources/Union Meeting. If a satisfactory settlement is not obtained in Step 2, the grievance may be appealed by the aggrieved employee and/or the Union representative to the Labor and Associate Relations Department within 7 calendar days after the PECSH office's receipt of the Step 2 answer. A meeting will be scheduled as soon as practicable, but no later than 7 calendar days after submission of the Step 3 appeal. Attending the Step 3 meeting will be the appropriate Vice-President or designee, the Vice-President Human Resources or designee and additional management representatives if desired by the Employer. The Union will select its representatives to attend the meeting. The employee's presence may be waived by the mutual agreement of the Employer and the Union. The Employer will give its decision in writing to the employee, the Union representative, and the PECSH office within 7 calendar days after the meeting between the parties.

Step 4 Mediation. If a satisfactory settlement is not obtained in Step 3, the Staff Council President or designee or the Human Resources Vice-President or designee may request that the grievance be submitted to mediation. The requesting party shall notify the other party of its desire to proceed with mediation within 10 calendar days of the PECSH office's receipt of the Step 3 response. The selection of the mediator will be done mutually by the parties and a mediation conference will be scheduled no later than 15 calendar days from the date submitted unless mutually agreed upon by the parties. The fees and expenses of the mediator shall be borne equally by the parties. Either party may withhold agreement whereby this step of the grievance procedure would be waived.

Step 5 Arbitration. If a satisfactory settlement is not obtained in Step 4, the MNA Labor Relations Representative or the Human Resources Vice-President or designee may request that the grievance be submitted to arbitration. The requesting party shall notify the American Arbitration Association of its desire to submit the grievance to arbitration within 35 calendar days after the mediation conference or the PECSH office's receipt of the Step 3 answer, with a copy mailed to the other party.

Section 18.4 Selection of Arbitrator. The parties shall mutually agree upon an arbitrator to hear and render a decision on grievances submitted to arbitration. After the Step 5 demand for arbitration has been made and a panel of arbitrators has been furnished by the American Arbitration Association, the parties shall select the arbitrator according to the rules of the American Arbitration Association. Either party may reject 1 panel submitted by the American Arbitration Association.

Section 18.5 Authority of Arbitrator. The function of the arbitrator shall be to determine controversies involving the interpretation, application or alleged violation of specific provisions of this Agreement, and the arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Agreement. Any question or any matter outside of this Agreement shall not be the subject of arbitration.

Section 18.6 Determination of Arbitrability. The arbitrator shall first determine the arbitrability of any issue submitted. The parties shall attempt in good faith to agree upon a joint submission of the issue. Absent such agreement, each party shall submit to the arbitrator its own statement of the issue.

Section 18.7 Binding Effect of Arbitrator's Decision. There shall be no appeal from the arbitrator's decision which, when rendered in accordance with the provisions of this Article, shall be final and binding upon the Employer, the Union, and the employee.

Section 18.8 Payment of Arbitration Expenses. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 18.9 Effect of Time Limits. Any decision on any grievance not appealed by the grieving party within the designated time limits set forth in this Article shall be considered satisfactorily and completely settled on the basis of the last response and shall not be subject to further appeal. If the Employer fails to timely respond at any step of the grievance procedure, the Union may appeal the grievance to the next step.

Section 18.10 Extension of Time Limits. All time limits set forth in this Article shall be deemed to be exclusive of holidays recognized under this Agreement and may be waived or extended by mutual written agreement of the Union and the Employer.

Section 18.11 Grievance Concerning a Disciplinary Suspension or Discharge. A grievance concerning a disciplinary suspension or an employee's discharge will be presented initially at Step 2 within 7 calendar days after the date the discipline or discharge was imposed unless the parties agree the grievance should be submitted at a higher step.

Section 18.12 Attendance/Representation at Grievance Meetings. Any individual employee shall have the right to file and present the employee's own grievance in accordance with the above procedure without the intervention of any representative. However a Union representative may be present at any grievance meeting. The Grievance Chairperson or designee can be an additional PECSH representative at any point in the procedure. Upon mutual agreement of the parties, additional management may be involved in the procedure. Non-employees and any other outside parties may not participate in the Grievance or Arbitration process without the mutual agreement of the Employer and the Union, except for the Employer's and the Union's legal counsel and respective representative(s), and witnesses called by either party.

Section 18.13 Payment of Grievant for Time Spent in Grievance Meeting. When any of the steps in the grievance procedure occur during the aggrieved employee's scheduled working hours and the aggrieved party's presence is reasonably required, such employee and the Union representative will be allowed reasonable time away from work to present the grievance, upon request, to the aggrieved employee's immediate supervisor(s) and the immediate supervisor of the employee's representative, if any, and with the approval of their supervisor(s). The aggrieved

employee will be compensated at the regular rate of pay for actual time spent in the grievance step meeting.

ARTICLE 19 **UNIT WORK**

Section 19.1 Bargaining unit work shall be defined as those duties professionally consistent with particular occupations in the bargaining unit. Bargaining unit work shall remain within the professionally appropriate occupations and shall not be performed by personnel outside of the bargaining unit (except for ADM/supervisor) except where patient care needs necessitate or as otherwise determined by Mutual Gains Committee.

Section 19.2 Inclusion/Exclusion of Bargaining Unit Members. The Employer and the Union agree not to challenge in any way the inclusion in or exclusion from the bargaining unit of any employees, classifications or job titles which are included in or excluded from the bargaining unit as of November 1, 2007, on the ground that they are supervisors or any other basis.

Section 19.3 Professional Services to Outside Organizations. The Michigan Nurses Association and Sparrow Hospital mutually agree that from time to time employees from the professional bargaining unit may provide professional services to organizations that have contracted for these services through Sparrow Hospital. Employees in the department of the available assignment who meet the qualifications for the assignment will be given first preference for the assignment. Bargaining unit seniority will control only when two or more employees are determined to be comparably qualified. Additional compensation mutually agreed upon between the parties may be paid for performing the assignment. No loss of bargaining unit seniority, employment status, compensation and benefits will occur as a result of this assignment.

Section 19.4 If the Employer contracts with an outside organization and the contract causes a significant change in the workload for employees in a unit/department, the Employer will so notify the Union and, upon request, discuss the matter with the Union. If the Union believes that staffing levels will need to be adjusted due to the contracted work, the Mutual Gains Committee will be convened to review the staffing numbers and deem if the staffing numbers are appropriate to meet the workload demands.

ARTICLE 20 **LEAVE OF ABSENCE**

Section 20.1 Definition. A leave of absence is defined as a formally approved period of time off with or without pay for more than 2 work weeks or 14 calendar days, except for Family and Medical Leave, Military leaves, and absences for legal difficulties or proceedings. A leave of absence begins the first day following the last active day of work.

Section 20.2 Eligibility for Leave of Absence. A leave of absence may be granted to a full-time or part-time employee who is in active status and who has been continuously employed for at least 6 months, except for leaves for military service (as prescribed by Federal statutes) or for disabilities which have entitled an employee to Long Term Disability benefits or Workers' Compensation benefits. An employee who has satisfactorily completed the probationary period may be denied a leave of absence (except military or medical leaves) due to departmental

operational needs, unsatisfactory job performance, receipt of a disciplinary action at the third level within 90 days of the application for leave, or if the employee has been granted one other leave during the preceding 12 months.

Section 20.3 Application for Leave of Absence. An employee wishing to be granted a leave of absence must complete and submit the required documents 1 month in advance of the beginning of the leave, unless it is not possible to do so. The application is submitted to the employee's Manager for processing. The approvals of the Manager, Director, and the Human Resources designee are required before a leave is considered to have been authorized. Except in unusual circumstances, an application for a leave must be submitted before the start of the leave. An approval or a denial of an application for a leave will be communicated to the employee and Manager in writing.

Section 20.4 Application for Leave of Absence Extension. An application for an extension of a leave must be in writing and must receive the approval of the Manager, Director and the Human Resources designee before being authorized. An extension request must be submitted on required documents at least 14 calendar days prior to the end of the leave, unless it is not possible to do so. Extensions will not normally exceed 30 calendar days and in no event (except for military leaves and medical leaves) will an extension be approved if the total leave of absence period would exceed one year. An approval or denial of an application for an extension will be communicated to the employee within 7 calendar days of the receipt of the request unless it is not possible to do so.

Section 20.5 Time Limits for Return to Position. While an employee is on an approved leave, the employee's current position will be held open for 60 calendar days from the last active date of work. While an employee is on an approved medical leave, the employee's current position will be held open for 120 calendar days from the last active date of work, including time spent in the Transitional Work Program.

Successive periods of disability separated by less than 2 calendar weeks will be considered a continuation of the same disability; however, it will not be considered a return to work if the employee returns to work in the Transitional Work Program and subsequently goes on a medical leave of absence.

If a Family and Medical Leave has been taken in conjunction with another type of leave, the absence tied to the Family and Medical Leave will be used as an offset against the time limits specified here.

Section 20.6 Status After Expiration of Time Limits. An employee who remains absent after the time limits described in the preceding paragraph but less than 12 months, shall be guaranteed an alternative position in the same department upon return if available. If no position, for which the employee is qualified, is available in the same occupation in any department/unit, the employee will be placed on layoff status, with recall rights in any department as set forth in Article 12.

At the expiration of a medical leave of absence lasting 18 months, an employee will be placed on layoff, subject to recall, as specified by Article 12.

This Section does not apply to employees returning from military leaves or leaves relating to legal difficulties or proceedings (see related Section).

Section 20.7 Restriction on Other Employment During an LOA. Employees on any type of a leave of absence may work elsewhere only with the written approval of the Manager, Director, and the Human Resources Benefits Manager.

Section 20.8 Use of Paid Time Off Benefits. Approved unpaid periods of absences are permissible only after all paid time off benefits have been exhausted, except as provided for in Article 37, Section 37.6 and Article 40, Section 40.4. The use of paid time off benefits has no impact on the start of a leave of absence (as noted above, a leave of absence begins on the first day following the last active day of work). An employee will be allowed to take additional time off in an amount equal to PTO used with the Manager's approval. This Section does not apply to employees on military leave.

Section 20.9 Failure to Return From LOA. Failure to return at the end of an approved leave of absence will be considered a voluntary resignation.

Section 20.10 Benefit Continuation. Full and part-time employees (regularly scheduled to work 32 hours or more per pay period) may be eligible to continue certain benefits during a leave of absence.

An employee will continue to receive all insurance benefits, in accordance with the plan documents, in which they are currently enrolled while on a medical leave, including a Workers' Compensation leave. Insurance benefit continuation will occur on the same basis as if the employee was actively working, for up to 3 months following the month in which the leave began, provided the employee pays their share of the applicable premiums. Following this 3-month period, the employee is responsible for making the entire premium payment(s) as required by the Employer. Employees who fail to make required premium or other payments on a timely basis may lose insurance benefit coverage.

Employees are also responsible for making Health Care spending account payments while on leave, and they may also submit eligible claims for reimbursement while on leave.

Section 20.11 Family and Medical Leave. For information on Family and Medical Leave covered by the Family and Medical Leave Act of 1993, see Family and Medical Leave policy. Any leave that meets the appropriate qualifications will be considered as a Family and Medical Leave.

Section 20.12 Medical Leave. An employee absent as a result of personal illness or injury may apply for a medical leave of absence. A medical leave of absence may be requested in the event of receipt of Workers' Compensation or Long Term Disability. Approval shall be granted if acceptable evidence of the extended nature of the disability (i.e., a physician's statement) is properly submitted. The period of actual disability varies from person to person, and will be determined based on a physician's acceptable written recommendations.

An employee on medical leave of absence shall furnish such medical evidence from time to time as reasonably requested by the Employer and at least once every 6 months. Failure to furnish such medical evidence will result in the termination of the employee's employment. As a condition of returning to active status an employee may be required to successfully complete a medical examination by the Employer's Health Service physician staff, or another physician of the Employer's choosing.

A medical leave of absence will not exceed 18 months from the last active date of work. At the expiration of a medical leave of absence lasting 18 months, an employee will be placed on layoff, subject to recall, as specified by Article 12.

Section 20.13 Personal Leave. An application for a personal leave may be approved in cases where there is a documented injury or illness to a member of an employee's immediate family for whom the employee will be responsible to provide custodial care. Immediate family is defined as spouse, daughter(s), son(s), parent(s), brother(s), and sister(s). More distant relatives and other persons occupying the place of a spouse or parent in unusual situations involving custodial care and financial support will also be considered immediate family provided such relatives are living in the employee's household. Familial relationships created by marriage ("in-laws"), re-marriage ("step"-relatives), and adoption are also included, if members of the same household.

A personal leave of absence will not exceed 12 months from the last active date of work.

Section 20.14 Child Care Leave. An employee may apply for a leave within the first 12 months following the birth of an infant or the date a child is legally adopted.

A child care leave of absence will not exceed 12 months from the last active date of work.

Section 20.15 Personal Education Leave. An employee may apply for a personal education leave if the employee enrolls in an accredited college or university as a full-time student (12 credit hours or more).

The number and duration of education leaves are based upon hospital seniority as follows:

Years of Service	Number	Maximum Duration
0-1 years	0	0 months
1-6 years	1	1-9 months per leave
7-14 years	2	1-9 months per leave
15+ years	3	1-9 months per leave

A person eligible for more than one leave, based upon hospital seniority, must return to work for a period of 12 months before being eligible to begin another educational leave. However, the Employer may waive the 12-month return to work requirement for employees whose academic program qualifies them for a position which will directly benefit the Employer.

A personal education leave of absence will not exceed 9 months from the last active date of work.

Section 20.16 Military Duty Leave. Full-time and regular part-time employees shall be eligible for military leaves of absence and subsequent reinstatement in compliance with applicable federal law.

Section 20.17 Legal Difficulties or Proceedings Leave. Any employee who undergoes arrest and/or incarceration for criminal charges of any kind may be placed on leave of absence, voluntarily or involuntarily, at the discretion of the Employer. Upon arrest or incarceration, the employee must properly (before returning to work) notify the Human Resources Department of

the charges and anticipated proceedings. Failure to promptly report such information may result in immediate discharge.

No leave is granted for this purpose unless expressly approved in writing by the Human Resources Department. A written statement explaining the charges and circumstances may be requested from the employee or the employee's attorney prior to consideration of a leave request.

Leave is granted/imposed solely within the Employer's discretion based upon operational factors and/or other legitimate concerns. Operational factors minimally would include whether continued employment or granting the leave would affect the employee's relationship with fellow employees, the Employer's reputation, and the Employer's ability to reasonably entrust the employee to his/her customary duties. Depending upon the evaluation of these and any other factors, a leave may be imposed, granted or denied, based upon the best interests of the Employer. Employees who do not qualify for a leave of absence shall be considered as terminated upon notice.

Leave granted due to arrest and/or incarceration may continue up to 12 months or until notice that the leave is discontinued, whichever comes first. As the Employer acquires additional information concerning alleged conduct, the proceedings, etc. it may at any time elect to: (1) impose a leave of absence (if the employee has returned to work); (2) terminate the leave and involuntarily terminate the employee; or (3) allow the employee to return from leave to work.

The outcome of any legal proceeding(s), through verdict, plea bargain, dismissal, withdrawal, etc. is not in any way binding or restrictive upon the Employer in its decision to return an employee or grant or continue a leave of absence. As defined in the Rules of Conduct, employee's may be disciplined and discharged for unlawful conduct, whether on or off duty, if the conduct reasonably could affect the employee's relationship with fellow employee's, the Employer's reputation, or the Employer's ability to reasonably entrust the employee in his/her customary duties. Any employee who is not granted a leave of absence or who cannot work as scheduled due to incarceration may be discharged for failing to work as scheduled.

Section 20.18 Miscellaneous. For good cause shown and in the sole discretion of the Employer, an employee may be granted a leave of absence for reasons other than those specified in the preceding Sections of Article 20.

A miscellaneous leave of absence will not exceed 12 months from the last active date of work.

ARTICLE 21 **FAMILY & MEDICAL LEAVE**

Under this policy, a Family and Medical Leave (F&M Leave) is defined by the Family and Medical Leave Act of 1993. Eligible employees may take a Family and Medical Leave under this law for any of the following reasons:

- To care for the employee's child in connection with the birth, placement for adoption or foster care placement;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the duties of their job.

Section 21.1 Eligibility. Employees, including Weekend Staffing Plan employees, are eligible to take up to 12 work weeks (or a 12 week equivalent in certain circumstances) of F&M Leave provided the employee has worked for Sparrow for at least one year prior to requesting the leave, and has worked for at least 1,250 hours over the previous 12 months.

Family and Medical Leaves will be counted towards a 12-week entitlement during a "rolling" 12-month period measured backward from the date the leave is to begin per the application.

Any leave that qualifies as a F&M Leave at any time will be counted against an employee's 12 week entitlement, whether paid or unpaid.

Section 21.2 Application for F&M Leave/Notice. An employee is expected to provide written notice of the need and reasons for such a leave as soon as there is reason to believe that a leave may be necessary. Each employee applying for a leave must complete a "Request for Leave of Absence Form". An employee must provide Sparrow at least 30 days advance notice in writing before a F&M Leave is to begin if the need for the leave is foreseeable, or as soon as practicable. Failure to provide timely and sufficient notice can result in denial or postponement of the leave.

Consistent with the criteria provided under FMLA, the request for leave of absence must be approved by the immediate manager, Director, and the Executive of Human Resources or designee before being authorized. An approval or denial of an application for a leave will be communicated to the employee in writing.

Section 21.3 Application for F&M Leave Extension. An application for an extension of a F&M Leave requires completion of a second application form and is subject to the availability of leave within the limits of the act. The application is submitted according to the same procedure as listed above. An approval or denial of an application for an extension will be communicated to the employee within 7 calendar days of the receipt of the request unless it is not possible to do so.

Section 21.4 Types Of F&M Leaves.

1. Birth/Adoption/Foster Care Leaves: Employees can take an F&M Leave for the birth, adoption or placement of a foster child, and will be expected to exhaust any accrued time off benefits (such as personal, vacation, and/or PTO). For example, if an employee has 3 weeks of accrued time off and requests a 7-week leave, the first 3 weeks will be paid and the last 4 weeks will be unpaid. Note: employees must notify Sparrow's Associate Health Services with actual delivery date for the birth of a child.
2. Serious Health Condition Leaves: A "serious health condition" is intended to cover conditions or illnesses affecting health of oneself or of a qualifying family member to the extent that: inpatient care is required; or absences are necessary on a recurring basis; or the absence extends for more than 3 days which requires the continuing treatment of a healthcare provider for treatment or recovery. Additional information is available from the Human Resources Department concerning qualifying "serious health conditions". Except as provided for in Article 37 or Article 40, if an employee takes an F&M Leave they will be expected to exhaust any time off benefits for illness or disability (such as salary continuation and/or personal time) and then any accrued time off benefits (such as vacation or PTO). For example, if an employee has accrued 6 weeks of PTO, and requires a 12 week F&M Leave, all PTO will be exhausted.

- Employees must submit any medical certification of the serious health condition of the employee him/herself, their spouse, child or parent to Associate Health Services Department and will submit any additional information Employer requires within 15 days of request. Failure to do so may render an employee ineligible for this leave or continuation of the leave.
- Certification for leave to care for a seriously ill child, parent or spouse must include a statement that the patient requires the assistance for basic medical, hygiene, nutritional needs, safety or transportation, or that the employee's presence would be beneficial or desirable for the care of the family member which may include psychological comfort.
- Employer reserves the right to obtain a second and third medical opinion, at its expense, for any serious medical condition.

Section 21.5 Leave Limitations and Requirements. An F&M Leave may not exceed 12 weeks (or a 12 week equivalency) in a 12-month period. This period will be counted as a "rolling" period, measured backward from the date the F&M Leave begins. When it is medically necessary, an employee may take leave on an intermittent basis or in the form of a reduced workweek. (See section entitled "Intermittent/Reduced Work Schedule" for additional information.)

When both the employee and their spouse are eligible for F&M Leave, and both work for Employer, the maximum combined leave for the birth of a child, or for adoption or foster care placement or to care for the same parent (but not a parent-in-law), is 12 weeks.

If an employee takes a non-intermittent F&M Leave for their own serious medical condition, the employee may be required to provide a "fitness-for-duty" certificate from their health care provider to Associate Health Services Department before being eligible to return to work.

During any approved F&M Leave the employee may be required to provide periodic reports on their status and intent to return to work. Failure to provide the information may adversely affect the employee's leave, continuation of Health/Dental benefits, and/or reinstatement rights.

Section 21.6 Intermittent/Reduced Work Schedule. Intermittent leaves will not be approved for purposes of birth, adoption or the foster placement of a child. They will only be approved for serious medical conditions of an employee or their spouse, child or parent if deemed medically necessary.

In the case that an intermittent or reduced schedule leave is required for a serious health condition of an employee or to care for a serious health condition of a family member (child, spouse or parent), the employee must provide Associate Health Services Department with reasons as to why such leave is necessary and, if applicable, the schedule of treatments. Employees must attempt to work out a schedule for such leave which meets Employer's operational needs and the approval of the health care provider. Employer may, in its sole discretion, temporarily transfer an employee to another job of equivalent pay and benefits that better accommodates an intermittent or reduced schedule leave of absence. This type of leave should be coordinated with your supervisor to avoid interrupting Employer's operations. An employee may also be transferred to a different position for intermittent or reduced workweek F&M Leaves.

Section 21.7 Benefits During The Leave. An employee may continue to receive health and dental benefits they are currently enrolled in while on F&M Leave on the same basis as when actively working provided that the employee's contributions to the premiums are paid on time.

Other benefits will accrue based upon hospital policy. If benefits change during a leave, the employee will be notified and will be affected as if the employee were working.

Employees who fail to make their employee contribution, if applicable, to any benefits, on a timely basis during any F&M Leave may lose or suffer lapses in coverage of benefits.

If an employee fails to return to work for reasons other than those excusable under the Act, they may be required to reimburse Employer for premiums paid. Excusable reasons for not returning include the following: 1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under FMLA; or 2) other circumstances beyond the employee's control (in which case Employer may require medical certification of the employee's or the family member's serious health condition).

Employees are also responsible for making Flex Care spending account payments while on a leave, and they may also submit eligible claims for reimbursement while on leave.

Section 21.8 Use of Accrued Paid Time Off. Except as provided for in Article 37 or Article 40, the Employer will require that all accrued time off (such as personal time, vacation, or PTO) be exhausted during an F&M Leave, before any unpaid F&M Leave time is taken. For example, if an employee has accrued time off, this will be applied to the leave until exhausted or the leave ends, whichever occurs first. By another example, if an employee has accrued 3 weeks of PTO, and requests a 7-week leave, the first 3 weeks will be paid and the last 4 weeks will be unpaid.

Section 21.9 Responsibility of Employee. It is the employee's responsibility to supply required medical certification for themselves, spouse, child or parent as required by Associate Health Services Department, or other documentation required to initially validate the necessity of leave. Failure to meet this requirement may render the employee ineligible for the leave. The employee's failure to submit the required notices, documentation, verifications, and certifications to Sparrow in order to verify the leave and/or continuation of the leave within 15 days of Sparrow's request may result in denial of the leave or denial of continuation of the leave. In the event such leave is not continued, the employee must return to work immediately as scheduled or they will be considered to have voluntarily resigned.

If an employee's circumstances change while on a F&M Leave, and the reason for taking the leave has changed or no longer applies, the employee must notify their Department Manager immediately. Failure to do so may result in removal from a F&M Leave, and possible discipline, up to and including termination.

Section 21.10 Time Limits for Return to Position. To the extent required under the FMLA, employees may have the right to return to the same or an equivalent job upon return from a F&M Leave subject to fulfilling the notices, documentation, verification and certification requirements of the Act and Employer's policies, provided that the employee is still qualified and able to perform the job and the job would have continued had the employee not been on a leave. If a Family & Medical Leave is taken in conjunction with another type of leave, the absence period tied to the Family & Medical leave will be used as an offset against the time limits specified under the Leave of Absence article.

Employer reserves the right to deny job restoration to salaried eligible employees who are "key employees" defined by the FMLA as those among the highest paid 10 percent of all employees, if it is necessary to prevent substantial and grievous economic injury to Employer's operations if the

employee were to be restored to their position, including any difficulty Sparrow may have in its ability to replace the "key employee" on a temporary basis.

Employer may require periodic reports of an employee's status and intent to return to work.

Section 21.11 Failure to Meet Requirements. Unless inconsistent with the Family and Medical Leave Act and applicable regulations, failure to meet the above requirements may be grounds to deny leave, continuation of leave, health/dental plan benefits and/or reinstatement to employment.

Section 21.12 FMLA Rights. The FMLA makes it unlawful for Sparrow to interfere with, restrain, or deny the exercise of any right provided under the FMLA and/or discharge or discriminate against any employee for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or related to FMLA.

Employees who have any questions regarding their rights and/or responsibilities under the FMLA are encouraged to promptly contact the Human Resources Department.

ARTICLE 22 **PERFORMANCE APPRAISAL**

Section 22.1 Performance Appraisal. The Supervisor/Manager will prepare, write, and deliver performance appraisals to employees based on written position descriptions in accordance with the Employer's policy. Employees shall, upon request, receive a copy of the performance appraisal.

Section 22.2 Performance Appraisal Rebuttal. The employee may contest their performance appraisal by requesting a review through the normal channel of management beginning with their immediate supervisor. In addition, the employee may submit a written rebuttal to be placed in their personnel file.

Section 22.3 Performance Appraisal Tool Development. PECSH leadership or designee will be involved in developing any tool used for performance appraisals of bargaining unit members.

ARTICLE 23 **EMPLOYEE PERSONNEL FILES**

Section 23.1 An employee's personnel file will be maintained in the Human Resources Department and is considered the official file.

Section 23.2 Access to an employee's file is limited to the employee, Managers, and the Human Resources Department. Employees' files will be available to regulatory agencies, as required. The Human Resources Department will respond to court ordered release of records. Employees will have access to their files in accordance with state law.

Section 23.3 The Employer will provide one copy per calendar year of the employee's personnel file at no charge to the employee, upon request.

Section 23.4 The Union may have access to relevant information contained in personnel files in order to process grievances. The Union agrees to maintain the confidentiality of such information.

Section 23.5 In the event something is placed in an employee's file that the employee wishes to rebut, such rebuttal will be included in their personnel file.

ARTICLE 24
EMPLOYEE REFERENCE CHECKS
AND VERIFICATION OF EMPLOYMENT

Section 24.1 References and employment verifications shall be completed by the Employer.

Section 24.2 Date(s) of employment, date(s) of termination, employment categories and job classification(s) will be provided without the written consent of the employee.

Section 24.3 Information regarding earnings will only be provided with the prior written consent of the employee or to comply with legal requirements.

Section 24.4 Reasons for termination, discipline records, eligibility for rehire or performance ratings will not be provided without employee's prior written consent or to comply with legal requirements.

ARTICLE 25
ASSOCIATE HEALTH SERVICE

Section 25.1 Prospective, re-hired employees or employees returning from an approved leave of absence involving a personal disability may be required to successfully complete a health examination prior to beginning or returning to work by Associate Health Services. The Employer shall bear the cost of examination(s) or test(s) conducted by Associate Health Service. The cost of any treatment(s) that may result from such exam(s) or test(s) shall be the sole responsibility of the employee.

Section 25.2 All employees are subject to periodic health examinations and inoculations based upon their occupational category or work location. An employee who has been given written notification but has failed to comply with health examination, testing or inoculation requirements in accordance with state or federal guidelines by the end of the calendar month which includes the employment anniversary, shall be required to report to Associate Health Service at the next available opportunity. Failure to do so for greater than 3 months is grounds for suspension from duty without pay until the Associate Health Services requirements are met.

Section 25.3 The Employer may require an employee to undergo a health examination or testing by Associate Health Services or designee where the Employer has a reason to question the employee's fitness for duty including but not limited to having or being exposed to an infectious disease. An employee who fails to comply with such examination and/or testing upon request may be suspended from duty without pay until the fitness for duty has been determined.

Section 25.4 An employee who requests a transfer to another occupational category may be required to successfully complete a health examination, inoculation, and/or undergo testing to determine the employee's fitness for the new assignment. An employee who requests a transfer to a different work location may be required to successfully complete a health examination, inoculation and/or testing consistent with state or federal regulatory requirements. An employee who fails to successfully complete such examination, inoculation and/or testing shall be ineligible for the transfer.

Section 25.5 If a dispute arises between SHS physician and the employee's physician with regard to return to work and/or transfers (non-workers' compensation issue), third party physician intervention can take place at the expense of the requesting party.

Section 25.6 Employees who notify their Manager or designee that they have a temporary communicable condition which precludes their normal work assignment according to Health Service policy, but who otherwise would be capable of performing their normal duties, shall be floated to another unit/department if needed. Employees in closed units shall have the option to float. If not needed, the employee shall be given the option of scheduled PTO, sick leave or an excused absence.

Section 25.7 An employee with bona fide reasons for failing to comply with this article must apply in writing to the Human Resources Director for a special exemption. The Employer will make a reasonable attempt to accommodate each such request (for example, a temporary transfer) so long as the Employer may still fulfill its duties to those served without undue hardship.

Section 25.8 When standards for fitness for duty are developed or revised, PECSH leadership or designee will be invited to participate.

ARTICLE 26 **HEALTH AND SAFETY**

Section 26.1 Commitment to Employee Health and Safety. The Employer and the Union remain committed to continuing to enhance the health and safety of employees while they are at work. Of particular importance to the parties to minimize workplace violence, as well as workplace exposure to infectious diseases and occupational illnesses and injuries, including back injuries and latex allergies.

Section 26.2(a) Latex Sensitivity. The parties agree that latex sensitivity can affect both patients and staff and that lowering the exposure risk is of benefit to the Employer, patients and staff. To this end, the Employer is committed to reducing the use of latex products in the workplace and its efforts include making non-latex (powder free) products available to the extent their usage is appropriate. In addition, the Employer will continue the annual latex questionnaire. In the event the employee reasonably believes that they may have developed a latex sensitivity at work, the employee will complete an incident report and report to Associate Health Service for evaluation. Any testing or treatment associated with this evaluation will be at no cost to the employee if performed at Sparrow. If the employee is determined to have a latex allergy that prevents the employee from performing the duties of the employee's position, the Employer will reasonably accommodate the employee, consistent with the Americans with Disabilities Act. Such reasonable accommodations may include modified work assignments or transfer to an available position the employee is able to perform.

Section 26.2(b) It is the intent of the parties that effective November 1, 2008 the workplace will be latex free.

Section 26.3 Employee Assistance Program. The Employer will continue to provide an Employee Assistance Program and the CARES program.

Section 26.4 Parking Safety. The Employer agrees to provide reasonable security for the safety of employees on hospital property. The Employer agrees to provide safe parking and shuttle bus service free of charge to employees. Security will supply Managers with current or changes to the designated safe parking areas.

For employees who are called in for emergency call-in, there will be a designated safe parking area. For the most current designated safe parking location, employees should contact the Security Department.

Section 26.5 Secure Facilities. The Employer will provide secure space for employee valuables and secure changing facilities consistent with availability.

Section 26.6 Personal Property Damage. Personal clothing or property damaged by a patient or a patient's family will be replaced with a similarly priced item or article of clothing, up to \$100. Glasses will be replaced up to \$400. An employee must complete an incident report at the time of the incident and provide a receipt for the cost of replacement in order to receive reimbursement.

Section 26.7 Employer Provided Scrubs. The Employer agrees to continue to provide scrubs and warm-up jackets to the following units/departments: Surgery, Obstetric Services, RNICU, Nursery, Dialysis, Emergency Department and any other unit/department where scrubs are required.

Section 26.8(a) Associate Health Management Subcommittee. The parties agree to establish an Associate Health Management Subcommittee to enhance the health and safety of bargaining unit members. The subcommittee, which reports to the Mutual Gains Committee, will meet at least quarterly and will be comprised of up to 5 representatives from each party. Guests may be invited by mutual agreement. Appropriate representatives from Infection Control, Physical Therapy, and Security will be included among the management team. The Associate Health Management Subcommittee and the Safety Committee will report quarterly to the Mutual Gains Committee. The Employer and the Union recognize the need to coordinate the activities of these subcommittees with other related Hospital committees, including the Hospital's Safety Committee. The Associate Health Management Subcommittee will consider health promotion programs, including but not limited to smoking cessation and diet and nutrition programs for the employees.

Further, the parties will share relevant information concerning safety statistics, cost data, and experiences of other institutions regarding safety issues.

Section 26.8(b) Workplace Violence.

1. The Associate Health Management Subcommittee will meet to review the OSHA Guidelines for Preventing Workplace Violence for Health Care and Social Services Workers and develop a proposed Violence Prevention Program to minimize workplace

violence. This program will be presented to the Mutual Gains Committee no later than June 2008. The Violence Prevention Program will include 1) clear goals and objectives to minimize workplace violence, 2) management commitment and employee involvement, 3) a worksite analysis, 4) hazard prevention and control, 5) safety and health training, and 6) recordkeeping and program evaluation. The Mutual Gains Committee will review the proposed Violence Prevention Program, work with the Subcommittee to make modifications, and once completed move for its implementation.

2. Matters related to security and violence are appropriate agenda items for the Associate Health Management Subcommittee which may identify special problems and recommend solutions and preventive measures.

Furthermore, the parties are jointly committed to increasing awareness of all employees to prevent, reduce, and avoid the incidence of workplace violence. To this end, training on violence prevention will be offered at least annually. PECSH will be directly involved in the development of and participation in such program. The Employer agrees to allow employees to attend this program during their scheduled shift and will compensate employees who attend this program. PECSH will make application for contact hours towards continuing education credits as applicable.

3. When the Critical Incident Response Team responds to an incident that involves an MNA member, the PECSH Office will be notified within 24 hours after the incident occurs.
4. The PECSH Office will be provided a copy of a Violence Incident Report involving an MNA member.

Section 26.9(a) Safe Lifting. In conjunction with PECSH leadership, the Employer has developed a safe lifting and handling policy designed to minimize back injuries by mitigating risk to employees caused by lifting of patients and/or materials. Compliance with the mutually developed lifting guidelines, training and education of employees and the use of required assistive devices is essential to prevention of back injuries. A “no single lift policy” will be an integral part of a comprehensive safe patient handling and movement program. A “no single lift policy” does not mean health care providers will never transfer or reposition any patient individually, but rather needs to be in consideration of patients’ physical and cognitive status, as well as medical conditions. The parties agree that proper equipment and staff assistance will be available to health care providers to reduce the risks associated with single lift patient handling. Consistent with this policy (Hospital Policy 1014), employees will not lift a weight that is unsafe for them as an individual without the use of an appropriate lifting device and/or assistance by other staff. This weight should not exceed the National Institute of Occupational Safety and Health Standards for safe lifting. Furthermore, the Employer and PECSH will make every effort to reduce work related injuries. The Employer will provide employees with training regarding proper body mechanics and transfer techniques. The Associate Health Management Subcommittee along with the Back Safety Committee will determine an appropriate number of lifting devices to be readily available to units that require lifting, and management and PECSH will make every effort to ensure lifting devices are available and employees are trained in safe utilization thereof.

Section 26.9(b) The Employer will implement a Pilot Lift Team no later than June 1, 2008. The Associate Health Management Subcommittee will determine which units have had the highest number of injuries related to patient and material lifting and target those units for use of the Pilot Lift Team. The Subcommittee will evaluate data (such as injury rates, staff and patient

satisfaction) for the first six months after implementation of the Pilot Lift Team and make recommendations to the Mutual Gains Committee no later than March 1, 2009.

Upon the recommendation of the Mutual Gains Committee, the Employer will implement a Lift Team by June 1, 2009 or as soon thereafter as practicable. The recommendation may include who is responsible for: assisting patient care units with lifting and moving patients; and, the maintenance, cleaning and storing of lifting devices.

The Employer will encourage each unit or service line to designate an employee to be the Safety Resource liaison to and for that unit/service line.

Section 26.10 Elimination of Glutaraldehyde Usage. The use of Glutaraldehyde has been discontinued and will not be reinstated.

Section 26.11 Hospital Safety Committee. The Hospital Safety Committee will have two PECSH appointed representatives.

Section 26.12 Sentinel Events. The Employer is committed to patient safety and high quality patient care and it conducts sentinel event analyses for the purpose of identifying opportunities for improvement in processes and practices. When a sentinel event analysis occurs regarding an incident in which an employee was involved, the Employer will so inform the Union. The Employer will not provide confidential information, including information identifying the employee(s) involved. The Risk Manager (or designee) will share with PECSH leadership the components of a Sentinel Event Action Plan that are applicable to employees.

Section 26.13 Workplace Exposure to Infectious Diseases. An employee who has been exposed to blood or body fluids while on duty must report such exposure in accordance with the Employer's established guidelines. If an employee acquires a debilitating illness or disease (such as HIV, Hepatitis B, or Hepatitis C), the employee will be permitted to continue to work so long as the employee is able to safely and satisfactorily perform the duties of the employee's job. If an employee is incapacitated due to a debilitating disease that is determined to have been caused by the workplace exposure, the employee will be entitled to Workers' Compensation benefits in accordance with state law.

Section 26.14 Associate Wellness. The parties recognize that it is the mutual interest of both employees and the Employer to create a healthier workforce. To this end, the parties commit to working together (through the Mutual Gains Committee or a subcommittee thereof) to develop a wellness program.

Section 26.15 Tobacco Free Workplace. The Employer may implement a tobacco free policy. Upon implementation of a tobacco free policy, the Employer will assist employees with smoking cessation by providing smoking cessation products including OTC nicotine gum and patches, and medications listed in the Employer's formulary at tier 1, tier 2 and Chantix. These products will be provided at no cost to the employee upon presentation of a prescription, for a period to extend not less than 6 months after implementation of the policy.

ARTICLE 27
SUPPLEMENTAL POOL PLAN

Section 27.1 The Michigan Nurses Association and Sparrow Hospital mutually agree to a Supplemental Pool Plan Program.

The concept of the Supplemental Pool Program can be available to any department in the Hospital after a specific plan (contract) has been jointly developed.

Section 27.2 Goals and Objectives. The goals and objectives of the Supplemental Pool Plan include:

- A. Improve the ability to respond to the peaks and valleys in census and acuity.
- B. Develop a backup mechanism to fill vacancies in staffing (related to LOA's, terminations, sick calls, etc).
- C. Decrease or eliminate the use of agency staff.
- D. Preserve employee opportunities, now present, to work various units and shifts.
- E. Create a cadre of employees with expertise in a variety of areas to supplement staffing.
- F. Admit patients from the Emergency Department to the inpatient areas within one-half hour of notification.
- G. Reduce or eliminate expenses associated with agency staffing, while maintaining current staffing levels.

Section 27.3 Work Clusters. The following work clusters have been established:

<u>WORK CLUSTERS FOR SUPPLEMENTAL POOL</u>		
<u>Medical/Surgical</u> Medical Oncology Medical Specialties Women's Pavilion Surgical Specialties Ortho-Neuro Acute Rehab	<u>Intermediate Care</u> Medical Intermediate Neuro Stepdown Cardiac Progressive Care Cardiac Stepdown	<u>Critical Care</u> CICU ICU NICU Stroke Unit

<u>Pediatrics</u> Pediatric Unit Pediatric Outpatient Unit	<u>Obstetrics</u> Labor and Delivery Mother Baby Center OB Special Care	<u>Cath Lab</u> Cath Lab
<u>Peds Critical Care</u> Peds ICU RNICU	<u>Dialysis</u> Outpatient Dialysis Inpatient Dialysis	<u>Surgery</u> OR
<u>Behavioral Health</u> Adult Psychiatry Unit Gero Psychiatry Unit Substance Abuse Unit Outpatient Medication Clinic Partial Hospitalization Program	<u>Cardiology Services</u> CRU Cath Lab Holding Non-invasive Cardiology	<u>Emergency</u> Sparrow ED St. Lawrence ED Urgent Care Units Fast Track

When a new or existing unit needs Supplemental Pool staff, the Mutual Gains Committee will determine the appropriate placement for that unit.

Section 27.4 Levels. Prior to beginning employment as a Supplemental Pool employee, an employee will sign a document that describes the plan provisions. The document will stipulate that the Employer can discontinue the program at any time, with 3 months notice, and that hours can be canceled at any time by the Employer, without prior notice. Each employee entering the Supplemental Pool must choose a “level” to work at and meet the requirements which accompany that level. Supplemental Pool Nurses may change their work cluster and level, without a posting and with the approval of the appropriate Manager(s). Approval for the change will not be unreasonably withheld.

The levels, hourly rates, and requirements for nurses are as follows:

<u>Level</u>	<u>Effective</u>	<u>Hourly Rate</u>	<u>Requirements</u>
1	11-01-2007	\$38.00	Commits to working in at least 3 units in 1 cluster or 1 complete cluster. Minimum requirement of 24 scheduled hours per 4-week schedule, with 12 hours on off shift or weekend.
	11-01-2008	\$39.50	
	11-01-2009	\$41.00	
2	11-01-2007	\$40.00	Commits to working in at least 3 units in 1 cluster or 1 complete cluster. Minimum requirement of 36 scheduled hours per 4-week schedule, with 24 hours on off shift or weekend.
	11-01-2008	\$41.50	
	11-01-2009	\$43.00	
3	11-01-2007	\$42.00	Commits to working in all units in 2 clusters. Minimum requirement of 48 scheduled hours per 4-week schedule, with 36 hours on off shift or weekend.
	11-01-2008	\$43.50	
	11-01-2009	\$45.00	
4A	11-01-2007	\$42.00	With health insurance at part-time premium rates. Commits to working in all units in 2 clusters. Minimum requirement of 72 scheduled hours per 4-week schedule, with 48 hours on off shift or weekend.
	11-01-2008	\$43.50	
	11-01-2009	\$45.00	

4B	11-01-2007	\$44.50	Without health insurance.
	11-01-2008	\$46.00	Commits to working in all units in 2 clusters.
	11-01-2009	\$47.50	Minimum requirement of 72 scheduled hours per 4-week schedule, with 48 hours on off shift or weekend.
5A	11-01-2007	\$44.50	With health insurance at part-time premium rates.
	11-01-2008	\$46.00	Commits to working in all units in 2 clusters.
	11-01-2009	\$47.50	Minimum requirement of 96 scheduled hours per 4-week schedule, with 60 hours on off shift or weekend.
5B	11-01-2007	\$46.50	Without health insurance.
	11-01-2008	\$48.00	Commits to working in all units in 2 clusters.
	11-01-2009	\$49.50	Minimum requirement of 96 scheduled hours per 4-week schedule, with 60 hours on off shift or weekend.

Section 27.5 Qualifications for All Areas of The Supplemental Pool.

1. Current Michigan license to practice as a Registered Nurse.
2. Interpersonal skills to effectively and appropriately communicate with patients, families, physicians and other hospital employees.
3. BLS-certified.
4. At least 1 to 2 years applicable experience in the cluster(s) in which the employee commits to work.
5. Completion of required courses and/or certifications in each unit in which the employee commits to work.

Section 27.6 Operational Requirements.

Note: *All provisions in this Agreement apply to this category of employees, unless stated or defined differently by this Article.*

- A. A general orientation will be provided which covers the:
 - Computer
 - Phone system
 - Monitors
 - Hospital Orientation
 - Documentation for the areas they will be working
 - Mandatory education, i.e.: Infection Control, Electrical Safety, etc.
- B. Clinical orientation will be provided to units within the employee's cluster(s).
- C. Supplemental Pool employees must meet attendance standards as defined by Article 16. (If the Employer cancels the Supplemental Pool employee, the cancellation does not count towards this attendance expectation).

- D. Supplemental Pool employees must meet basic mandatory requirements (i.e., CPR, fire/safety, infection control, etc) as well as the competencies required for the units within the employee's cluster. The Employer will pay for designated mandatory requirements.
- E. The Supplemental Pool Program may be discontinued at any time at the Employer's discretion. If the program is to be discontinued, the Employer will provide 3 months notice to affected employees. Any impacted employee will be placed on layoff status.
- F. Supplemental Pool employees will be considered as interdepartmental candidates when being considered for a vacancy within any area of the hospital.

Section 27.7 Scheduling/Work Requirements.

- A. For scheduling purposes for the Supplemental Pool Plan, the weekend is from 7:00 PM on Friday to 7:45 AM on Monday and the off shift is from 7:00 PM through 7:45 AM.

For Dialysis, the weekend is from 3:00 PM on Friday to 11:30 PM on Saturday.

- B. Supplemental Pool employees submit their shift availability for the necessary hours by the second Monday prior to the beginning of the next 4-week schedule. Management then matches the Supplemental Pool employee's availability and the cluster needs.
- C. If the minimum commitment of the Level selected by the Supplemental Pool employee is not met for 2 consecutive 4-week schedules, the Supplemental Pool employee will be terminated from employment unless there are extenuating circumstances. Failure to be available constitutes just cause for termination.
- D. The Employer may cancel the Supplemental Pool employee 1 hour prior to the beginning of the shift without payment for hours lost. Notice of less than 1 hour will result in the Supplemental Pool employee being given the option to cancel without pay or come in to work for a minimum of 4 hours.
- E. Supplemental Pool employees may cancel their availability for a shift prior to the posting of the schedule with management approval. Cancellation of scheduled shifts without management approval constitutes an unscheduled absence.
- F. Supplemental Pool employees are given priority to work over agency personnel, provided they notify the appropriate scheduling Supervisor (or their designee) of their desire to work at least 2.5 hours prior to the start of the shift.
- G. Supplemental Pool employees may pick up shifts for unit-based employees after the schedule is posted, as long as:
 - 1. Overtime is not incurred.
 - 2. The Supplemental Pool employee has met their minimum scheduling obligations.
 - 3. Management approval has been granted.
- H. If the Supplemental Pool employee is not needed in the unit where a shift has been picked up for a unit-based employee, the Supplemental Pool employee will be the first to be reassigned to the area of need or canceled.

- I. There is no guarantee of any minimum number of hours worked or any regular schedule of work time.
- J. The Administrative Absence policy does not apply to Supplemental Pool employees. If the Supplemental Pool employee is not needed, their shift will be canceled (after the agency staff have been canceled).
- K. Supplemental Pool employees may have their work hours canceled in accordance with times staffing decisions are routinely made within the various areas.
- L. Nurses hired into the Supplemental Pool will be assigned where they are needed within the areas they have made a commitment to work. They will not be considered as members of a “closed unit” and will therefore be assigned or floated (to either closed or open units) based upon departmental needs. The nurses in the Supplemental Pool will not be floated outside of the work clusters they have committed to work in unless by choice.
- M. Supplemental Pool employees can be utilized to fill temporary vacancies under certain agreed upon terms.

Section 27.8 Compensation.

- A. Base Pay Rate: The Supplemental Pool positions will be classified as Level 1, 2, 3, 4, or 5. Refer to Article 27, Section 27.4 for base pay rates.
- B. Base Pay Rate Increase Schedule: The base pay rate will be adjusted as provided in Article 27, Section 27.4. The Supplemental Pool employee’s base pay rate is not subject to Article 52.
- C. Differentials: Supplemental Pool employees are not eligible to receive weekend or critical care differentials as specified in Article 47. They are eligible to receive the night shift differential.
- D. Longevity Bonus: Supplemental Pool employees are not eligible to receive longevity bonuses as specified in Article 52 or any other bonuses.
- E. Overtime: Supplemental Pool employees are eligible to receive overtime pay of one and one-half (1½) times the base pay rate for approved worked hours in excess of 40 in one workweek. A signed 40-hour per week overtime agreement is required.
- F. On-Call Pay Emergency Call: Supplemental Pool employees will receive on-call call-in pay or emergency call-in pay when called in to work if the employee has worked 72 hours in the pay period at the regular pay rate. In order for the employee to receive on-call pay or emergency call-in pay, they must be available to the entire cluster of units for which they are committed to work, or be called in to work with less than 2 hours notice for a given unit.

Supplemental Pool employees are eligible to receive on-call pay at the rate set forth in Article 49 for serving in an on-call capacity during defined off-duty hours. If called in to work from on-call, or

with less than 2 hours notice, Supplemental Pool employees will receive their base pay rate for time worked with a 3-hour minimum.

- G. Holiday Pay: Supplemental Pool employees are not eligible to receive holiday pay for recognized Sparrow holidays, regardless of whether or not the employee works on the recognized holiday. Holiday work premium is paid for work on a holiday.
- H. Charge Pay: Supplemental Pool employees are eligible to receive charge pay when assigned to serve as charge, as provided in Article 47, Section 47.7.
- I. Transport Premium: Supplemental Pool nurses are eligible to receive the transport premium, as provided in Article 47, Section 47.5.

Section 27.9 Benefits.

- A. Time Off: Supplemental Pool employees are not eligible to receive any paid time off benefits.
- B. Health Insurance: Supplemental Pool employees are eligible to participate in group health insurance benefits or other health plans, to be fully paid by the employee. However, employees at Levels 4 and 5 will have the option to elect health insurance coverage consistent with part-time premium rates.
- C. Flexible Spending Accounts: Supplemental Pool employees are eligible to participate in the self-funded Flexible Spending Accounts in accordance with the enrollment provision of the plan.
- D. Tax-Deferred Annuity: Supplemental Pool employees are eligible to participate in the available self-funded Tax-Deferred Annuity programs.
- E. Pension Plan: Supplemental Pool employees may participate in the Sparrow Health System Associate Pension Plan in accordance with plan provisions.
- F. Tuition Refund: Supplemental Pool employees are not eligible for reimbursement under the Tuition Refund Plan nor the B.S.N. Completion Program.
- G. Dental and Vision: Supplemental Pool employees at levels 4 and 5 may purchase Dental and Vision insurance by paying the full premium.
- H. Other Sparrow Discounts: Supplemental Pool employees are eligible to receive available hospital, medical, and pharmacy discounts, as provided in Article 33.
- I. Other Sparrow Benefits: Any other Sparrow benefit programs not specifically identified above are not available to Supplemental Pool employees, unless

required by law.

- J. Bereavement: In the event of a death in the employee's immediate family as defined in Article 44, Section 44.4, Supplemental Pool employees will be granted 2 scheduled days off without pay.
- K. Witness Duty: Supplemental Pool employees are eligible to receive witness pay as provided in Article 61. These hours will not count toward their required hours.

ARTICLE 28 **PAY PRACTICES**

Section 28.1 The Employer's pay period begins on Sunday at 12:01 a.m. and ends 14 days later on Saturday at 12:00 midnight.

Section 28.2 The Employer's normal payday is on the Friday immediately following the pay period. Paychecks are either mailed on the payday or available by direct deposit on the payday. Payment will be mailed by check through the mail or by direct deposit under arrangement with the employee.

Section 28.3 The Employer will provide direct deposit payroll services through any participating financial institution.

Section 28.4 If it has been determined that an error has been made in an employee's paycheck, the employee may request that the error be corrected and a check for any difference be provided to the employee at the next processing date.

ARTICLE 29 **PROFESSIONAL LIABILITY INSURANCE**

The Employer will maintain professional/general liability coverage for all employees while acting within the course and scope of employment.

ARTICLE 30 **LIFE INSURANCE**

Section 30.1 Full-time and regular part-time employees (normally scheduled to work at least 32 hours per pay period), upon the first of the month following 1 full calendar month of employment, will receive life insurance paid by the Employer.

Section 30.2 Full-time employees are covered in the amount of the annual base earnings rounded to the nearest thousand.

Section 30.3 Regular part-time employees are covered in the amount of \$10,000.

Section 30.4 Additional life insurance may be purchased by payroll deduction.

Section 30.5 The specific provisions of the life insurance program are set forth in the Summary Plan Description.

ARTICLE 31 **HEALTH INSURANCE**

Section 31.1 Eligibility And Enrollment. Group health insurance is available to active regular full-time and regular part-time employees (normally scheduled to work at least 32 hours per pay period).

Eligible employees must enroll within 30 days of hire or transfer into an eligible status. Group health insurance is effective the first of the month following one full calendar month of employment.

Section 31.2 Changes In Coverage. Changes from one plan to another must be made during the annual reopening period. Additions to coverage may be made within 30 days of the date of any of the following events:

1. Addition of a dependent child to the immediate family;
2. Marriage; or
3. Loss of coverage through a spouse due to death, divorce or change in spouse's employment status.

All other additions to coverage must be made during the annual reopening period.

Section 31.3 Premium Participation. Eligible regular full-time employees who enroll in SPHN will contribute 6% of the premiums and for all other available group health insurance plans will contribute 10% of the premium for single, single plus one or family coverage.

Eligible regular part-time employees who enroll in SPHN will contribute 6% of the premium for single coverage, and for all other available group health insurance plans will contribute 10% of the premium for single coverage. Eligible dependents may be enrolled at group rates. Eligible part-time employees enrolled in SPHN or PHP for 2 person or family coverage will contribute the difference between single coverage and 2 person or family coverage, whichever is applicable, in addition to their contribution for single coverage.

The Employer will offer a major medical plan through a third party administrator. Benefits of the plan will include 80% coverage of usual and customary charges for covered inpatient and outpatient services, after a \$100 annual deductible per person (\$200 per family) has been met. The deductible and the 20% co-pay will be waived on all services provided at Sparrow Hospital.

Eligible part-time employees who enroll in major medical for two person or family coverage will pay 20% of the applicable premium, effective May 1, 2008. Between November 1, 2007 and April 30, 2008, the applicable premiums will be: two person--\$165.00 per month; family--\$195.00 per month.

Section 31.4 Health Insurance - Spousal Coverage. Spouses of employees working for an employer other than the Employer or a wholly owned Sparrow Health System ("SHS") entity who have health insurance available for which they are not required to pay premiums costing more than \$50.00 per month (\$600 per year) for single coverage are only eligible to be covered

by the Employer's health insurance if they are enrolled in their employer's health insurance plan. Excluded are current employees whose spouses are presently receiving opt-out payments from their employers of \$2,400 per year or more.

If an employee elects to cover a spouse who is required to take insurance through their employer, SPHN, PHP, and Major Medical Plan-PPO become secondary coverage for the spouse, subject to integration of benefits as provided in the applicable plan.

Dependents may be covered by either the employee's or spouse's health insurance plan, subject to coordination of benefits as provided in the applicable plan.

Section 31.5(a) Prescription Coverage. Prescription drug coverage is provided under SPHN and the Major Medical Plan-PPO. There is no prescription coverage under PHP.

Section 31.5(b) SPHN Prescription Coverage. Prescription drugs under the SPHN plan must be purchased at Sparrow Pharmacy, Clinton Memorial Pharmacy or Pharmacy Plus locations only.

The co-pay per prescription is as follows: \$7.00 generic, \$15.00 preferred brand, and \$25.00 non-preferred brand. If the discounted price is less than the co-pay, the employee will pay the discounted price of the prescription.

Prescription drug charges incurred for an emergent illness or accident outside of the SPHN service area will be considered an in-network expense.

The maximum amount or quantity of prescription drugs covered per co-pay is a 34-day supply, or a 100 unit or 200 unit dosage for items on the Sparrow Medication Extended Supply List.

A generic equivalent will be dispensed for each drug if one exists. If no generic drug exists, the employee will receive the preferred brand or non-preferred brand as prescribed and will pay the applicable brand co-pay; however, for purposes of Sparrow Hospital's prescription drug program, if a therapeutic class of drugs does not have a generic equivalent, at least one drug in the therapeutic class will be designated as a "generic" and the generic co-pay will be applied.

If an employee requests a brand name drug when a generic equivalent exists, the employee must provide the pharmacist with a DAW (Dispense As Written) from the prescribing physician. If an employee requests a brand drug with a DAW, the employee will pay the applicable brand drug co-pay. If an employee requests a brand drug without a DAW, and a generic equivalent is available, the generic will be dispensed.

If an employee's physician prescribes a non-preferred drug in a therapeutic class, for which a generic or preferred drug exists, but, submits acceptable written evidence to Clinical Review or the Clinical Pharmacy Manager that, because of medical necessity, the employee should not use such generic or preferred drug, the employee will be dispensed the non-preferred brand on a preferred brand basis.

During the contract term, the formulary for generic, preferred and non-preferred drugs may be modified by the SPHN Pharmacy and Therapeutics Committee. A PECSH/MNA representative with clinical knowledge regarding prescriptions will be on the Committee. Notice of changes to the formulary will be provided in the Sparrow HR News.

The Mutual Gains Committee will review and approve placement of drugs on the non-preferred list (tier 3) and 2 pharmacists will be invited by MNA to attend meetings at which tier 3 drug placement is discussed.

Prescribed contraceptive medication and devices are covered.

Prescription vitamins are covered.

Prescription smoking cessation patches are covered.

Other requirements, exclusions and limitations may apply as provided in the plan documents, which have been provided to the Union.

The Employer's three-tier pharmacy benefit is designed to offer employees effective, safe and cost-conscious pharmaceutical choices at tier 1 (generic) and tier 2 (preferred). The SPHN Pharmacy and Therapeutics Committee determines placement of pharmaceuticals in tiers 1, 2 and 3 (non-preferred), and uses the following factors to place pharmaceuticals in tier 3: efficacy of the drug; cost of the drug; safety of the drug; and, a drug's efficacy/safety/cost compared to other drugs in the same therapeutic class.

To ensure such choices continue to the fullest extent possible, the SPHN Pharmacy and Therapeutics Committee will provide at least 2 pharmaceuticals at tier 2 in each therapeutic class (therapeutic class as defined in the First Data databank).

Section 31.5(c) Major Medical Plan-PPO Prescription Coverage. The Major Medical Plan-PPO prescription plan provides a 20% co-pay per prescription, with a \$5.00 minimum co-pay per prescription and a maximum of \$100.00 co-pay per prescription. The prescription co-pay will not be applied to the Major Medical Plan-PPO annual deductible and annual maximum co-pay.

Section 31.5(d) Prescription Discount. If a prescribed medication is purchased at an Employer facility, the employee and members of their "immediate family" residing with the employee may purchase the prescribed medication at the "discounted price" as defined below. If the discounted price is less than the above stated applicable co-pay under SPHN and Major Medical Plan-PPO, the employee will pay the discounted price.

"Immediate family" is used here consistent with Human Resources Policy 322. "Discounted price" is defined as the dispensing site acquisition cost, plus 10%, plus a \$5.00 dispensing fee.

Section 31.6 Bariatric Coverage. Under the SPHN and PHP Plans, bariatric surgery coverage is provided only at the Employer unless Sparrow is unable to provide such services.

Section 31.7 Waiver Of Coverage Bonus. Each month a bonus of \$50.00 per month will be paid to each regular full or part-time employee who:

1. Is eligible to enroll for health insurance coverage through Sparrow;
2. Shows proof of having health insurance coverage through a source other than Sparrow;
3. Submits a written election not to participate in any of Sparrow's health insurance plans during the applicable year; and
4. Actually does not enroll in any Sparrow health insurance plan during the

applicable year. The written election must be made during the annual reopening period or within 30 days of hire or loss of coverage.

Section 31.8 Plan Amendments. The Employer can change health care plans as long as the new plans provide equal or better benefits.

Amendments or eliminations other than those defined above may be proposed by the Employer as long as they are bargained for and approved by the Association.

The specific provisions of the health insurance plan are set forth in the Summary Plan Description.

ARTICLE 32
DENTAL AND VISION INSURANCE

Section 32.1 Dental Insurance – Eligibility and Enrollment. All full and part-time employees (normally scheduled to work 32 or more hours per pay period) are eligible to enroll for dental insurance.

Eligible employees must enroll within 31 days of hire or transfer to an eligible status to have coverage become effective the first of the month following 6 full calendar months of employment.

If an employee transfers into an eligible employment status, the 6 month continuous service waiting period will be waived if the employee has been employed by the Employer or an Affiliate for 6 months and enrolls for dental insurance within 31 days of transfer to an eligible status. In such event, the dental insurance takes effect on the first of the month following the date of transfer. If the transferring employee has not been employed for 6 months, they will be covered on the beginning of the month following the month in which they complete 6 months of continuous service, provided the employee enrolls within 31 days of transfer.

If an employee does not enroll within the applicable time period described above, the employee is not eligible to enroll until the next open enrollment.

Section 32.2 Dental Insurance – Premium Participation. The Employer will pay 100% of the premium for single coverage and 90% of the premium for applicable dependent coverage for eligible full-time employees. The Employer will pay 100% of the premium for single coverage for part-time employees. Eligible part-time employees pay the full cost for dependent coverage. No annual deductible will be charged to employees. The employee will be solely responsible for noncovered dental treatment.

Covered benefits are as follows:

		Insurance Pays	Employee Pays
A	Diagnostic	80%	20%
A	Preventive	80%	20%
A	Emergency Palliative	80%	20%

A	Radiographs	50%	50%
A	Oral Surgery	50%	50%
A	Restorative	50%	50%
A	Periodontics	50%	50%
A	Endodontics	50%	50%
A	Prosthetic Appliances	50%	50%
B	Orthodontics	50%	50%

A Up to an annual maximum of \$1,000 per eligible person

B Up to a lifetime maximum of \$1,500 per eligible person

Section 32.3 Vision Insurance – Eligibility and Enrollment. All full and part-time employees (normally scheduled to work 32 hours or more per pay period) who are enrolled in the dental plan will be enrolled in the vision plan. The vision plan provides eye glasses/lenses annually. Dual and/or family coverage is provided at employee’s expense.

Section 32.4 Vision Insurance – Premium Participation. The Employer will pay up to and including \$5.00 per month of the monthly premium, and the employee will be responsible for any premium amount greater than \$5.00.

Section 32.5 Changes In Coverage. Changes from one dental plan to another must be made during the open enrollment period.

Eligible employees may make changes to dental plan coverage within 31 days of the date of any of the following events: (a) addition of a dependent child to the immediate family, (b) marriage, (c) loss of coverage through a spouse or parent due to death, divorce, change in spouse or parent’s employment status, or loss of dependent status, or (d) other changes required by law.

If an employee fails to make such changes within 31 days of the above event(s), the change cannot be made until the open enrollment period.

All other changes to coverage must be made during the open enrollment period.

Section 32.6 Plan Provisions. The specific provisions of the dental and vision insurance programs are set forth in the Summary Plan Descriptions.

ARTICLE 33 EMPLOYEE DISCOUNTS

Section 33.1 Prescription Drugs. Prescription drugs and certain other pharmaceuticals may be purchased at Sparrow Health System pharmacies as available. Cost of these items will be calculated based on the dispensing site acquisition cost, plus 10%, plus a \$5.00 dispensing fee. This benefit is provided to all employees and their immediate family residing in the same household. Sparrow will continue to maintain an outpatient pharmacy on the Sparrow Hospital campus.

Section 33.2 Discounts for Services. The following discounts for services provided by, received from, and billed by the Employer/SHS affiliate are available for eligible employees.

Section 33.2(a) Discounts for Over-The-Counter Medications. For over-the-counter medications purchased at an Employer's facility, employees will be eligible to purchase such medications for themselves and immediate family members residing with the employee at a 20% discount off of the retail price.

Section 33.2(b) Discounts for Sparrow Hospital Services. Employees receiving outpatient or inpatient services at the Employer's facilities are eligible for a 25% discount on hospital charges for services provided by, received from, and billed by the Employer which are not covered by insurance. This discount is not applicable to co-pays or deductibles required by the Employer sponsored health plans. This discount does not apply to any physician charges or any service, equipment, or supply charges not provided and billed directly by the Employer.

Section 33.2(c) Discounts for Sparrow Home Care Network. Employees receiving certified services from Sparrow Home Care Network/Certified Services are eligible for a 25% discount on such services, provided they are not covered by insurance. This discount is not applicable to co-pays or deductibles. This discount does not apply to any services not provided and billed directly by Sparrow Home Care Network.

Section 33.2(d) Discounts for Health Care Supplies/Services. Employees purchasing supplies and services from Sparrow Regional Medical Supply are eligible for a 20% discount on purchases, excluding items covered by insurance or "on sale". This discount does not apply to any applicable co-pays or deductibles.

Section 33.3 Procedure to Receive Discount. Employees must contact the Patient Financial Services department or appropriate Affiliate to obtain these discounts.

Section 33.4 Employees will be notified of the discounts available to them in an annual mailing.

ARTICLE 34
FLEXIBLE SPENDING ACCOUNTS

Section 34.1 Purpose. To provide full-time, part-time, and per diem employees with tax-free reimbursement for health care and dependent care expenses incurred on behalf of Plan participants, spouses, and dependents, and to allow participants to provide for additional expenses on a pre-tax basis through voluntary wage/salary reductions.

Section 34.2 Eligibility. All full-time, part-time and per diem employees are eligible if on the Employer's payroll on the first day of the payroll period preceding the first payday of the calendar year.

Section 34.3 Credits to the Reimbursement Accounts. For employees hired prior to November 1, 1994, a one-time FlexCare credit has been added to the base hourly pay rate as follows:

	Base Hourly Pay Rate
Regular Full-Time	2%
Regular Part-Time	2%
Per Diem	1%

Employees hired on or after November 1, 1994, are not eligible for a FlexCare credit. No future adjustments of the FlexCare credit will be granted. The FlexCare credit was added to the base pay rate effective November 1, 1994.

Section 34.4 Annual Election. Prior to the beginning of the Plan Year, each participant may elect to participate in the health care and dependent care reimbursement accounts. Subject to plan restrictions, elections cannot be changed after the Plan Year begins on January 1 of each year.

Section 34.5 Employee Contributions. Employees may voluntarily reduce future wage/salary payments by a fixed amount per pay period for the next Plan Year to cover these eligible health care and dependent care expenses. This election must be made before the Plan Year in question. Total contributions to the reimbursement accounts cannot exceed \$3,000 for the medical reimbursement account and \$5,000 for the dependent care reimbursement account for any Plan Year. The participant may modify contributions during the Plan Year on account of, and consistent with, a change in job or family status e.g., divorce, death of spouse or child, termination of employment of spouse, or a significant change in employment status or health plan. Contributions (voluntary wage/salary reductions) must be used solely for eligible expenses according to Internal Revenue Service guidelines. Therefore, contributions which are not paid to the participant as reimbursement pursuant to the election described above are forfeited in accordance with IRS regulations.

Section 34.6 Definition of Reimbursable Expenses. Reimbursable expenses are defined as all medical, dental, or optical expenses, as defined by Internal Revenue Code Section 213(e), not covered by any other health or dental insurance plans; and all dependent care expenses, as defined by Internal Revenue Code Section 129.

Section 34.7 Plan Year. The Plan Year is January 1 through December 31 of each year. The expenses for services must be incurred in the Plan Year in which reimbursement is sought. Any money left in your health care or dependent care reimbursement accounts at year end will be forfeited by active, terminated, retired, or deceased participants in accordance with IRS regulations. Remaining balances may not be transferred from one reimbursement account to another throughout the Plan Year.

Section 34.8 Claim Procedure. The reimbursement accounts may be drawn against through the Plan Year when claims equal \$25 or more. Original copies of bills showing proof of payment must be submitted for each expense. FlexCare claim forms are available in Human Resources or by the main hospital cafeteria and include more details on claim procedures.

Section 34.9 Amendments. The FlexCare Plan provided by the Employer as of the effective date of this Agreement may be amended but not eliminated. However, during the term

of this Agreement, the Employer shall not amend the FlexCare plan so as to diminish the annual credits due each employee in accordance with this Agreement.

Section 34.10 The specific provisions of the FlexCare Plan are set forth in the Summary Plan Description.

ARTICLE 35 **DISABILITY**

Section 35.1 Long Term Disability. Long Term Disability is a program available to all full-time employees to provide income protection in the event of an injury or illness resulting in total disability consistent with terms of applicable plan purchased by the Employer. Following an elimination period of 90 days (hourly employees) or 120 days (salaried employees), a disabled employee will receive 60% of base pay consistent with terms of applicable plan purchased by the Employer until the earliest of: the cessation of the disability, death, or reaching age 70.

Part-time employees may participate in this program by paying the full premium.

Full-time employees are eligible to enroll for coverage effective the first of the month following 6 months of continuous service.

The cost of the base long term disability insurance plan is paid by the Employer. Hourly employees will be given an option of purchasing a plan with a 60-day elimination period. The cost to the employee will be the difference between the base long term disability insurance plan and the 60 day plan.

Section 35.2 Short Term Disability. A Short Term Disability program will be offered to full and part-time employees (32 hours or greater) for purchase at the employee's expense and handled through the payroll deduction system.

Section 35.3 PTO Usage. Employees covered by the voluntary Short Term Disability Plan will use Paid Time Off (PTO) during the two-week elimination period, consistent with Sections 20.8 and 40.4 of the Agreement.

If the period of disability extends beyond two weeks, the employee shall designate his/her option of PTO usage on the form provided by the Employer, which will be effective with the current claim period. If the employee fails to designate their option of PTO usage, the Employer will supplement the 60% short term disability (STD) benefit with 40% from the employee's PTO bank taking their earning to 100% of their regular gross earnings until the employee's PTO bank reaches 80 hours or until such time as the employee notifies the Human Resources representative that they do not want the supplement. In that case, the supplement will be discontinued at the beginning of the next pay period. The employee's election to supplement or not supplement their STD benefit will be effective for the duration of the STD period.

When an employee's PTO bank reaches 80 hours, the employee will be contacted by a Human Resources representative to determine if they wish to retain 80 hours in their bank, as provided in Section 40.4 of the Agreement.

Section 35.4 Plan Provisions. The specific provisions of the long term and short term disability programs are set forth in the Summary Plan Descriptions.

ARTICLE 36 HOLIDAYS

Section 36.1(a) Recognized Holidays. Holidays shall be New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

Section 36.1(b) When requested and approved by the Employer, full-time employees who receive holiday pay shall be permitted to take another day off as their holiday during the pay period prior to the holiday, during the holiday pay period, or during the pay period after the holiday. If the requested date cannot be granted, a mutually agreeable alternative day will be granted.

Section 36.2 Holiday Period Defined. The holiday period is defined as the 24-hour period beginning at 11:00 p.m. on the date immediately preceding the holiday and ending at 11:00 p.m. on the recognized date of the holiday.

Section 36.3 Religious Holidays. Additional time (in excess of the six recognized holidays) may be granted, if operational considerations permit, in order to observe other religious holidays. The employee may elect to have this pre-planned absence with pay (deducted from accrued personal or vacation hours) or without pay.

Upon hire, an employee may choose a religious holiday in lieu of Christmas and, in that event, the employee may be required to work on Christmas Eve and Christmas Day.

Section 36.4(a) Holiday Pay - Full-Time Employees Not Working on a Holiday. Full-time employees, except Weekend Staffing Plan employees, who satisfy the eligibility requirements, receive their regular rate of pay for a full shift (8 hours, 10 hours, or 12 hours) for each of the 6 holidays as they occur. Full-time employees working variable shifts will be paid based upon their shift status designated in the Employer's payroll system. The regular rate is defined as the straight time hourly rate without shift differentials or other premiums.

Section 36.4(b) Holiday Pay — Employees Working on a Holiday. Full-time employees who work on a holiday will receive holiday pay for hours worked. Full-time employees who work less than their full shift appointment will still receive the full shift payment for holiday pay.

Part-time and per diem employees receive their regular rate of pay for each hour actually worked on each of the 6 holidays.

Section 36.4(c) Holiday Pay - Part-Time Employees Cancelled or Given Mandatory Administrative Absence. Part-time employees who are canceled or given a mandatory administrative absence, consistent with Section 14.6, on a scheduled day which is a holiday will receive holiday pay for all hours scheduled on such holiday.

Section 36.5(a) Holiday Work Premium/Compensatory Time Off— Employees Working on a Holiday. The premium for work on a recognized holiday is paid to an eligible employee when the majority of hours actually worked occurs during the "holiday period." In addition, on the Christmas and Thanksgiving holidays, all employees who work between 7:00 pm and 11:00 pm will receive holiday premium for those hours even if a majority of hours actually worked do not occur during the "holiday period". Hours paid under the preceding sentence will not be considered hours worked during the "holiday period" for the purposes of Section 36.9(b).

When non-exempt employees are required to work on an Employer recognized holiday, the pay for such work shall be one and one-half times the regular rate of pay for each hour worked in addition to holiday pay. Non-exempt employees who work an incomplete shift on a holiday will be paid one and one-half times the regular rate for each hour actually worked, in addition to the holiday pay set forth in Section 36.4.

Salaried exempt employees shall accrue one and one-half hours of compensatory time off for each hour worked on a holiday.

Section 36.5(b) Holiday Work Premium — Prohibition on Pyramiding. A non-exempt employee cannot "pyramid" daily overtime and holiday work premiums. An employee who receives one and one-half times the regular rate for hours worked on a holiday is eligible for overtime, except for daily overtime on the same shift regardless of the number of hours worked.

Section 36.6 Holiday Pay Eligibility Requirements. For those employees who are not scheduled to work the recognized holiday, to be eligible for holiday pay, an employee must be at work on both the last scheduled day preceding the holiday and the first scheduled day following the holiday (unless the employee is excused for an administrative absence, is on a pre-planned absence with full pay, or in the case of a hardship). Being "at work" is defined as working the last 4 scheduled hours on the "preceding day" and the first 4 scheduled hours on the "following day." The "preceding day" and the "following day" need not occur in the same period as the holiday. Employees on a leave of absence, lay off, or disciplinary suspension are ineligible for holiday pay.

A hardship is defined as an extraordinary circumstance of a serious and emergent nature. The Manager will determine eligibility for a hardship consistent with this definition. In the event the Manager and employee disagree, the Manager, the Director of Labor and Associate Relations (or designee), and PECSH leadership will determine eligibility for hardship exemption.

Section 36.7 Saturday-Sunday Holidays. Time off for holidays which fall on Saturday or Sunday may be granted on any of the following: the Employer recognized date; the preceding Friday; or the following Monday. Each Manager is responsible for notifying employees as far in advance as possible as to the holiday observance plan concerning time off.

The holiday work premium, as set forth in Section 36.5, will be granted to employees actually working on the Employer recognized holiday. For example, should July 4th occur on a Saturday, each Manager may schedule time off for the employees on that particular Saturday, on the preceding Friday, or on the following Monday. The holiday work premium is limited to those employees working on Saturday, July 4th.

Section 36.8 Failure to Work a Recognized Holiday. If an employee is scheduled to work on a holiday and they fail to do so, the employee shall forfeit any right to holiday benefits.

Occasionally, a hardship case may arise which should be exempt from this Section. Eligibility for a hardship exemption will be determined consistent with the provisions of Section 36.6.

Section 36.9(a) Holiday Scheduling-Volunteers to Work. When scheduling employees to work on holidays, each Manager will try to find volunteers. Employees whose normally scheduled day falls on the holiday shall be given priority to work over volunteers who choose to work on the holiday. Employees are relieved of their obligation to work in order of bargaining

unit seniority. Volunteers are scheduled to work in order of bargaining unit seniority, on a rotational basis.

If sufficient volunteers cannot be found, employees will be assigned to work on these holidays according to written guidelines developed in each department or unit.

Section 36.9(b) Holiday Scheduling-Department/Unit Guidelines. In conjunction with the Manager, each department/unit will develop holiday scheduling guidelines that meet patient care needs. These must be approved by two-thirds ($\frac{2}{3}$) vote of the employees eligible to vote. PECSH leadership will review the guidelines prior to the vote. The department/unit guidelines may not violate the Agreement and should include provisions where:

1. Employees are not assigned to work an unequal number of holidays per year on their shifts.
2. Employees are not assigned to work the same holiday in consecutive years.
3. Employees will not be assigned to work both Christmas Eve and Christmas Day. If an employee works the night shift which ends on Christmas Day, the employee will not be required to work the night shift on Christmas Night.
4. Employees will not be scheduled to work beyond their regular work commitment during a work week in which a holiday occurs.

Employees who transfer to a new department will be covered under the holiday scheduling guidelines of the new department.

In case of any disputes, guidelines will be submitted for review to PECSH/Human Resources.

See Article 51 for the holiday scheduling guidelines for Weekend Staffing Plan employees.

Section 36.9(c) Holiday Scheduling-In Absence of Department/Unit Guidelines. In the absence of written departmental/unit guidelines, holidays will be assigned on a rotational basis.

Section 36.9(d) PTO/Vacation Requests on a Holiday. PTO/vacation requests cannot supersede holiday work requirements.

Section 36.9(e) Holiday Scheduling-Department Closed. If a department is closed on a non-holiday (i.e., the day after Thanksgiving), the employee will have the choice of coming to work. If not allowed to do so, the employee may use PTO/vacation or may have the day off unpaid.

ARTICLE 37 VACATION-SALARIED EMPLOYEES

Section 37.1 Eligibility. All full-time salaried employees and part-time salaried employees are eligible to accrue vacation hours.

Section 37.2 Accrual Rates. Vacation hours start accruing for each eligible employee beginning with the first day of employment. Vacation hours may be used after being credited to an employee.

Years of Service	Accrual Rate Per Paid Hour	Annual Total For Employee Who Works 80 Hours/Pay Period
0-6 years	.0577	120 hours
7 years +	.0770	160 hours

Vacation hours do not accrue on vacation hours that are cashed out under Section 37.4, on compensatory time cashed out under Section 42.3 or on an attendance bonus paid or cashed out under Section 16.11.

Section 37.3 Maximum Accrual. An employee may accrue no more than 320 hours of vacation.

Section 37.4 Vacation Cash Out. Up to 50 hours of accrued vacation may be cashed out at 100% of the value once per calendar year during the announced vacation cash out period.

For additional cash out incentives, refer to Article 16.12(a) and (b).

Section 37.5 Termination Cash Out. Upon termination of employment, employees will be paid at the base rate for all accrued but unused vacation hours.

Section 37.6 Vacation Scheduling, Approval and Usage. Vacation usage must be approved in advance by the Supervisor. An employee must have sufficient accrued and/or accruable vacation hours to cover a vacation request. Vacation usage will be granted as staffing, census, patient acuity and workload permit, and will not be granted during peak working periods.

Preplanned vacation will be taken in increments of 4 hours or more.

Preplanned vacation hours can be requested no more than 1 year in advance of the first day of the vacation request. Requests are made for 1 continuous vacation. A vacation request cannot supersede holiday work requirements.

Minimum preplanned time off standards:

Units with 1-7 bargaining unit employees normally scheduled to work per shift will allow at least 1 employee off per shift to take a preplanned absence.

Units with 8-14 bargaining unit employees normally scheduled to work per shift can have at least 2 employees off per shift to take a preplanned absence.

Units with 15 + bargaining unit employees normally scheduled to work per shift can have at least 3 employees off per shift to take a preplanned absence.

These time off standards will be implemented by May 1, 2008.

Existing unit/department guidelines will remain in effect if they allow for more employees off than the time off standards above.

If more employees in the same department submit a vacation request for the same time period than can be permitted off, vacation hours will be awarded on the basis of the date of submission of the request. If the date of submission is identical, vacation usage will be awarded on the basis of hospital seniority.

When a Supervisor receives a written vacation request from an employee, the Supervisor will respond within 15 calendar days. Once a vacation request has been formally approved, it is the responsibility of the Supervisor to schedule employees to provide appropriate staffing levels within the department or unit.

Once a vacation request has been granted, it cannot be canceled unless both parties agree to do so.

Employees are not required to use vacation hours while on a military leave of absence.

Section 37.7 Workday Adjustment. Salaried exempt and salaried non-exempt employees may be granted a reasonable adjustment in a day's work schedule to attend to personal concerns provided departmental operations are not jeopardized and the employee and the Supervisor mutually agree in advance to the change in schedule. If such flextime cannot be accommodated, vacation hours will be used for scheduled hours missed.

Section 37.8 Vacation Scheduling Guidelines. In conjunction with the Manager, each department/unit will develop vacation scheduling guidelines. These must be approved by a majority vote of the employees eligible to vote. These guidelines may not violate any provision of this Agreement and must be reviewed by PECSH prior to the vote.

Section 37.9 Unpaid periods of absences are permissible only after vacation hours have been exhausted, except that absences for the employee's illness or injury or F&M Leave for their own illness or injury are permissible after vacation hours have been drawn down to 80 hours, at which time the employee may take unpaid time and retain 80 hours of vacation.

ARTICLE 38 **PERSONAL DAY PROGRAM FOR FULL-TIME AND PART-TIME** **SALARIED EMPLOYEES**

Section 38.1 Full-time and part-time salaried employees are eligible to participate.

Section 38.2 Eligible full-time employees who are active on the first day of the first pay period of each calendar year are credited with 3 Personal Days. Eligible part-time salaried employees who are active on the first day of the first pay period of each calendar year are credited with 1 Personal Day.

All unused Personal Days are forfeited as of the last day of the last pay period of each calendar year.

Section 38.3 Usage. Personal Days may be used to cover absences for any reason in increments of 2 hours. To be eligible for payment of Personal Day benefits, absences must be mutually agreed upon by the employee and the immediate supervisor prior to the absence. Operational needs may preclude usage during peak periods. If 2 or more employees in the same department submit a request for the same time period, Personal Days will be awarded on the basis of the date of submission of the request. If the date of submission is identical, Personal Days will be awarded on the basis of hospital seniority.

Personal Days cannot be taken by employees with inactive status.

All earned but unused Personal Days are forfeited by full-time and part-time salaried employees upon transferring to an ineligible status or upon termination of employment.

ARTICLE 39
ILLNESS OR INJURY INCOME FOR SALARIED EMPLOYEES

Section 39.1 Salaried full-time employees and part-time employees are eligible for coverage under this Article.

Section 39.2 Coverage. An employee who is disabled due to a personal injury or personal illness will receive 100% of the base pay rate, less withholding taxes, for scheduled hours missed beginning on the first working day missed due to personal injury or personal illness, and ending upon the earlier of cessation of the injury/illness or 120 calendar days after the first day of absence. In any weeks in which an employee receives loss-of-time Workers' Compensation benefits, the amount of such benefits shall be subtracted from the amount of the illness or injury income that would otherwise be payable. A physician's statement of disability shall be filed with each claim for absences which exceed 5 scheduled working days. If the physician's statement is unsatisfactory to the Employer, the employee shall submit to an examination by a physician selected by the Employer. A claim for illness or injury income must be filed within 10 days following the onset of the disability.

Section 39.3 Successive periods of disability separated by less than 2 calendar weeks will be considered a continuation of the same disability.

Section 39.4 An employee shall be eligible to receive illness or injury income when the employee is unable to work because of personal illness or injury. No sickness or injury income shall be payable for any illness or injury which occurs during a layoff, a leave of absence, or disciplinary suspension, or following the employee's termination.

Section 39.5 Arbitrary failure or refusal to follow accepted medical practice in treating an illness or injury shall be reason for discontinuing or withholding illness or injury income.

Falsification or misrepresentation related to claiming illness or injury income shall subject an employee to disciplinary action up to and including discharge.

Section 39.6 Attendance Bonus. Refer to Article 16.12(c)

ARTICLE 40
PAID TIME OFF

Section 40.1 Eligibility. Full-time and part-time hourly employees are eligible to accrue Paid Time Off (PTO).

Section 40.2 Accruals. Eligible employees begin accruing PTO on the first day of employment. All paid hours accrue PTO in accordance with the following schedule:

Years of Service	Rate of Accrual Per Hour	Standard Accrual Per Year (If 80 Hours Per Period)
0-4 years	.0769	160 hours
5-9 years	.0962	200 hours
10-14 years	.1154	240 hours
15 years & over	.1345	280 hours

PTO does not accrue on PTO cashed out under Section 40.3 or on an attendance bonus paid or cashed out under Section 16.12.

There is no annual maximum accrual. However, the maximum accrual for each eligible employee is 600 hours.

Section 40.3 Cash Options. Annually, each employee will be given the option of cashing out up to 50 hours of accrued PTO at the values outlined below:

Years of Service	Cash Value
0-6 months	0%
6 months to 1 year	50%
1-6 years	70%
7-14 years	80%
15 years and over	90%
Early or normal retirement	100%

For additional Cash Out options refer to Article 16, Section 16.12(a) and (b).

Upon termination of employment the employee will receive the cash value, indicated above, for all accrued but unused PTO. If the employee takes a per diem position, they shall have the option of freezing accrued but unused PTO or accepting the cash value as indicated above.

Section 40.4 PTO Scheduling, Approval and Usage. PTO will be credited at the end of the pay period in which it is accumulated, and may be used thereafter. An employee must have sufficient accrued and/or accruable PTO hours to cover a PTO request. PTO hours may be used to cover absences for any reason such as vacation, personal sickness, family sickness, personal business, dentist and doctor visits and child care. PTO hours will be used for absences in amounts of 1 hour or more; therefore, absences of less than 1 hour will not be paid. PTO will be granted as staffing, census, patient acuity, and work load permit, and will not be granted during peak work periods.

Minimum preplanned time off standards:

Units with 1-7 bargaining unit employees normally scheduled to work per shift will allow at least 1 employee off per shift to take a preplanned absence.

Units with 8-14 bargaining unit employees normally scheduled to work per shift can have at least 2 employees off per shift to take a preplanned absence.

Units with 15 + bargaining unit employee normally scheduled to work per shift can have at least 3 employees off per shift to take a preplanned absence.

These time off standards will be implemented by May 1, 2008.

Existing unit/department guidelines will remain in effect if they allow for more employees off than the time off standards above.

If more employees in the same department submit a PTO request for the same time period than can be permitted off, PTO will be granted on the basis of the date of submission of the request. If the date of submission is identical, PTO will be awarded on the basis of hospital seniority. Preplanned PTO can be requested no more than 1 year in advance of the first day of the request. A PTO request cannot supersede holiday work requirements.

All "pre-planned" absences must be mutually agreed upon by the employee and the Supervisor before the scheduled shift begins. With respect to a preplanned absence, once a Supervisor receives a written PTO request from an employee, the Supervisor will respond within 15 calendar days. Once this request has been formally approved, it is the responsibility of the Supervisor to schedule employees to provide appropriate staffing levels within the department or unit. Once a PTO request for a preplanned absence has been granted, it cannot be cancelled unless both parties agree to do so.

Employees who become ill or injured after the shift begins may draw enough accrued PTO hours to complete the shift. The sum of paid PTO hours and work hours for a given work day will not exceed the length of the scheduled shift.

Unpaid absences are permissible only after all PTO benefits have been exhausted, except that for absences for the employee's illness or injury or F&M Leave for their own illness or injury, the employee may draw down to 80 hours at which time the employee may take unpaid time and retain 80 hours of PTO. Unless related to an intermittent F&M Leave of Absence, an employee would not have the option to retain 80 hours of PTO if the absence is related to a one-day-at-a-time illness or injury.

If after the schedule is posted an employee agrees to cover for another employee and the covering employee is unable to work the shift as agreed and finds a replacement (which does not involve overtime and is approved by the Manager), the covering employee will not be required to use PTO for that shift.

Employees on military leave of absence are not required to use PTO while on leave.

Section 40.5 PTO Scheduling Guidelines. In conjunction with the Manager, each department/unit will develop PTO scheduling guidelines. These guidelines must be approved by a majority vote of the employees eligible to vote. These guidelines will not violate any provision of this Agreement and must be reviewed by PECSH prior to the vote.

Section 40.6 Sick Days Accrued Prior to PTO. The sick day benefits accumulated prior to February 7, 1982, the effective date of the PTO program, will be retained by employees.

Sick day hours must be used for "unscheduled absences" before PTO hours may be drawn for such absences. Available sick day hours may also be used for consecutive days of absence, in excess of the first 2 working days which resulted from the employee's personal sickness or

accident. Proof of the employee's disability may be required by the Supervisor. Sick day hours accrued prior to February 7, 1982, but unused at the time of termination or retirement, will be forfeited consistent with the former Personal Sickness and Accident Policy.

Section 40.7 Changes in Employee Status. Accrued PTO benefits will be converted as follows upon the effective date of an employee's change in status.

Salaried to Hourly. Up to 320 accrued vacation hours will be converted to PTO time on a one-for-one basis. Any accrued vacation hours exceeding 250 hours may be cashed out at 100% of the value at the time of conversion. The PTO which results is available for immediate usage.

Hourly to Salaried. Up to 320 accrued PTO hours will be converted to vacation time on a one-for-one basis. Any accrued PTO benefits exceeding 250 hours may be cashed out at 100% of the value at the time of conversion. The vacation hours which result are available for immediate usage.

ARTICLE 41 **DONATION OF PTO/VACATION TIME**

Section 41.1 Eligibility. An employee may donate the cash value of paid time off (PTO) or vacation time to an employee who is, or is expected to be, unable to work a regular schedule due to personal or family illness or crisis.

In order to receive a donation, the recipient must have exhausted all PTO or vacation time. Eligibility will be verified by the recipient's Manager.

Section 41.2 Cash Out Value and Withholding. For purposes of donation, PTO and vacation time will be cashed out at 100%, less F.I.C.A. and other withholding taxes.

ARTICLE 42 **COMP-TIME FOR SALARIED EMPLOYEES**

Section 42.1 Definition of and Eligibility for Comp-Time. Salaried exempt employees are eligible to earn 1 hour of comp-time for each hour worked in specific situations. A salaried exempt employee will be eligible to receive comp-time for:

1. Scheduled hours worked or non-scheduled emergent hours worked in excess of the employee's normal shift, week or pay period; and
2. Which are approved in writing by the employee's Manager, or designee.

Hours worked in excess of the normal shift, week, or pay period, that are not scheduled, approved, or of an emergent nature will be considered casual overtime and an employee will not earn comp-time for these hours.

Section 42.2 Use of Comp-Time. Comp-time earned will be scheduled as time off in all possible cases. Comp-time hours will be available for use following advance notification to, and approval by, the Supervisor.

Section 42.3 Payment for Unused Comp-Time. Comp-time earned which has not been scheduled as time off within 2 pay periods of its accrual may be cashed out at the employee's base hourly rate. Salaried exempt employees whose employment terminates during the calendar year will forfeit unused accrued comp-time.

Section 42.4 Salaried exempt employees who regularly work less than 80 hours per pay period, shall be paid for hours worked in excess of their regular schedules, up to 80 hours per pay period, at their base hourly rate. Hours worked in excess of 80 hours per pay period shall be considered in computing comp-time in accordance with the preceding Sections of this Article.

Section 42.5 Salaried exempt employees may be granted a reasonable adjustment in a day's work schedule to attend to personal concerns, provided departmental operations are not jeopardized and the employee and the Supervisor mutually agree in advance to the change in schedule.

Section 42.6 Pay for Salaried Exempt Employees Who Work Additional Needed Hours. In the event the Employer is not able to fully staff a department/unit, the hours needed will be offered to salaried exempt employees before using agency personnel. Salaried exempt employees who pick up the offered hours will be compensated at the rate of \$15 an hour, in addition to regular compensatory time benefits.

ARTICLE 43 **BREAK PERIODS/EMPLOYMENT CONDITIONS**

Section 43.1 Breaks. The Employer and the Union recognize and agree that the benefits associated with taking breaks can have a positive impact on quality of care. The Employer and the Union further recognize and support individual units/departments developing their own unit/departmental guidelines for taking break periods, consistent with this Article.

Section 43.2(a) Rest Period. There is one (15) minute rest period, or break, for each four-hour work period for employees on eight and 12-hour shifts. Employees on 10-hour shifts shall have one (20) minute rest period, or break, for each 5-hour work period. At the discretion of the Supervisor, breaks may be combined. There is no compensation for a break not taken and breaks cannot be carried over from one day to the next. Breaks cannot be used to shorten the scheduled work shift (i.e., begin work after the scheduled start of the shift or leave work before the scheduled end of the shift).

Section 43.2(b) On-Call Rest Period. Consistent with its commitment to safety, the Employer will permit on-call employees who are called into work between their scheduled shifts to take time off to rest. If an on-call employee who is called in and works at least three hours feels he/she cannot safely return to work in less than eight hours for his/her scheduled shift, the employee will promptly inform the Manager or designee that he/she is not able to report to work at the start of the shift. The Manager or designee may require the employee to report for the balance of their scheduled shift after the eight-hour period. The time off will not be counted against the employee for attendance purposes.

Section 43.3 Meal Period. Every work schedule allows for a 30 minute unpaid meal period. When an hourly employee is required by the Supervisor to work through a meal period, the employee will be paid for such time worked by submitting a request to the Supervisor for approval. Meal periods can be combined with rest periods with the approval of the employee's

Supervisor. Meal periods cannot be used to shorten the work shift without the Supervisor's approval.

Section 43.4 Method for Handling Frequently Missed Breaks. If the employees of any unit or department have concerns about missed breaks, the employee(s) shall promptly notify their Supervisor/Manager. If the Supervisor/Manager and the Union are unable to jointly resolve the issue(s) related to missed breaks on their particular unit, then a meeting between the Employer and the Union will be held to review the cause of the problem as outlined in Article 63, Mutual Gains Committee.

A section titled "Unable to Take Breaks" has been added to the Short Staffing Concerns form, for tracking and reporting purposes only.

Section 43.5 Personal Telephone Calls. The Employer recognizes that employees may need to occasionally make or receive necessary personal telephone calls while on duty. Such necessary and reasonable calls will be allowed in the following manner. Local calls may be made on telephones in the work area, provided they do not interfere with work, patient treatment or safe administration of the unit, and are not excessive in number, frequency or length. Long distance calls may be made on pay telephones.

ARTICLE 44 **DEATH IN THE IMMEDIATE FAMILY**

Section 44.1 Policy. In the event of a death in an employee's immediate family, the Employer will grant an excused absence for a period not to exceed 3 scheduled working days over a period of 2 weeks. Time off may be used for funeral attendance, grieving time, and family financial and estate activities.

Section 44.2 Eligibility.

- A. Full-time employees are eligible for 3 days off with pay.
- B. Part-time and Weekend Staffing Plan employees are eligible for 2 days off with pay.
- C. Per diem and Supplemental Pool employees will be granted time off without pay.
- D. Bereavement pay will not be granted when the employee is on leave of absence, Workers' Compensation leave, or other non-working status. However, an employee on a paid vacation or on a pre-planned PTO absence with pay remains eligible for the time off benefits provided by this Article.

Section 44.3 Special Approval.

- A. Additional time off may be granted upon approval of the Department/Unit manager. The employee is eligible to take accrued PTO, personal or vacation time or time off without pay.
- B. Upon the death of an "extended" family member or close personal friend the employee is eligible to take accrued PTO, personal or vacation time or time off without pay, upon approval of the Department/Unit manager.

Section 44.4 Definition of Immediate Family.

- Spouse
- Employee's and/or spouse's child
- Employee's and/or spouse's parent
- Employee's and/or spouse's grandparent
- Employee's and/or spouse's grandchild
- Employee's and/or spouse's brother or sister
- Person occupying the place of a spouse in the household
- Person occupying or having occupied the place of a parent in the employee's household

Section 44.5 Miscarriage. A miscarriage will be covered under this policy according to the following criteria:

- The pregnancy is previously confirmed by a physician, and there is a subsequent and involuntary termination of the pregnancy (as verified by a physician)
- Bereavement pay will be granted to the parent(s) only, and will not apply to other family members

ARTICLE 45 **RETIREMENT**

Section 45.1(a) Retirement Plan (Defined Benefit). The Employer will provide a retirement plan to employees. Any changes or modifications to the terms and benefits of the plan will be in accordance with all applicable federal and state laws. However, during the term of this Agreement, the Employer will not amend the retirement formula so as to diminish the pension benefits in effect at the time this Agreement was executed. The specific provisions of the plan are set forth in the Summary Plan Description.

The Sparrow Supplemental Retirement plan has a cap of \$16,000 on the 25-year supplemental benefit. The plan has a 40-year Benefit Service limit and the opportunity for lump sum payment continues. Former St. Lawrence employees began eligibility to participate in the Sparrow Supplemental Retirement plan on a prospective basis effective January 1, 1999.

Former St. Lawrence Employees

Former St. Lawrence employees accrued retirement benefits under the St. Lawrence/Mercy retirement plan through December 1998. Effective January 1, 1999, they began accruing retirement benefits on a prospective basis under the Employer's plan. Benefits paid will not be less than would have been payable under the prior St. Lawrence plan.

All employees may participate in the available TSA funds as soon as permitted under this Plan

Section 45.1(b) 401(k) Retirement Plan. Employees hired on or after January 1, 2008 will be covered by the new 401(k) retirement plan, which becomes effective January 1, 2008. The plan shall include the following provisions:

1. The Employer shall make an automatic annual contribution of 3% of pay into the employee's account at the end of every plan year after the employee has completed at least 1 year of service (1,000 or more hours worked in the 12 months after hire date or the following plan year). Contributions vest immediately.

2. The Employer will match 50 cents on the dollar (each pay period) up to the first 6% of pay employees contribute on a pre-tax basis in accordance with IRS limitations. The matching contribution is subject to a 3-year vesting period.

3. The Employer will offer a diversified range of investment options so employees can personalize their investment portfolios. Any change in the Investment Company will be bargained for and approved by the Association.

4. Upon retirement, employees may receive their 401(k) Plan funds in a lump sum payment or rollover the funds to another qualified pre-tax account.

5. Current employees will be offered the opportunity to join the 401(k) effective January 1, 2009, during a Choice campaign in the Fall 2008 or earlier if administratively feasible.

The specific terms and conditions of this 401(k) Retirement Plan are set forth in the Plan and Trust documents.

Section 45.2 Retirees. Retirees will be given the option to participate in an Employer sponsored health insurance plan by paying the entire retiree group rate premium.

The Employer will extend all employee discounts and continue the practice of offering prescription coverage to retirees and spouses at the employee discount rate.

Employee retirement planning seminars will continue in the manner they have previously been held.

Section 45.3 Health Reimbursement Account Arrangement (for Retirement). The Employer agrees to provide a Health Reimbursement Account Arrangement (“Arrangement”). The Employer will make annual contributions, as set forth in Section 45.3(e), which accumulate in a tax exempt VEBA trust. The Employer and the Michigan Nurses Association will select a joint Board of Trustees to oversee the Arrangement. The Arrangement will be available for employees, retirees, spouses, and dependents (as defined in Internal Revenue Code Section 152) for reimbursement of post-retirement medical expenses (including insurance premiums) with documentation as required by the Internal Revenue Code of 1986, as amended, as set forth below. The Arrangement is also available to pay covered medical expenses for the retiree’s spouse and dependents after the retiree’s death, as set forth in Section 45.3(d).

Section 45.3(a) Eligibility. An employee will be eligible to participate in the Arrangement if the employee has at least 1,000 paid hours and is in a bargaining unit position on the last day of the payroll year. An employee for whom the Employer has made a contribution to the Arrangement will be permitted to receive reimbursement for eligible expenses from the Arrangement (consistent with applicable law) based on the value of the employee’s account maintained under the Arrangement. Such reimbursement will occur if one of the following rules set forth in Sections 45.3(b), 45.3(c) and 45.3(d) has been met.

Section 45.3(b) Post-retirement Rule. Reimbursement can occur when the following criteria have been met: (1) the employee must be at least 55 years of age; (2) the employee has terminated employment with the Employer and all affiliates of the Employer; and (3) the employee has been credited with at least 5 calendar years in each of which the employee had at least 1,000 paid hours of eligible employment as set forth in Section 45.3(a).

Section 45.3(c) Disability Rule. Reimbursement can occur to an employee, the employee’s spouse and the employee’s dependent(s) when such individual is deemed to have a long term disability, provided the employee has been credited with at least 5 calendar years in each of which the employee had at least 1,000 paid hours of eligible employment as set forth in Section 45.3(a). An individual has a “long term disability” when the individual: (1) is limited from performing the material and substantial duties of the individual’s regular occupation due to sickness or injury; (2) has 20% or more loss in their indexed monthly earnings due to the same sickness or injury; and, (3) the individual is unable to perform any of the material and substantial duties of the individual’s regular occupation for at least 90 consecutive calendar days. In the case of a dependent who does not have a “regular occupation,” the disability rule would apply if the dependent is materially and substantially impaired in his or her ability to engage in major life activities due to a sickness or injury.

Section 45.3(d) Death Rule. Reimbursement can occur to the surviving spouse and dependents of an employee who died after being credited with at least 5 years of eligible employment as set forth in Section 45.3(a), or after the employee becomes eligible to receive reimbursements pursuant to Section 45.3(c).

Section 45.3(e) Contributions. The annual contribution will be made no later than March 1st and is based on the prior year’s W-2 earnings for all eligible employees, as set forth in Section 45.3(a).

<u>Years of Employer Service*</u>	<u>Contribution Based on Paid Hours</u>
1-9 Years	X cents per hour
10-14 Years	Y cents per hour
15+ Years	Z cents per hour

*1 Year of Employer Service is credited for each employment year since the employee’s most recent date of hire without a break in service. Years of Employer Service will be measured as of the last day of the payroll year.

The “Contribution Based on Paid Hours” for the annual March contribution will be determined by the following formula:

1. Within each Years of Employer Service level, the prior years W-2 wages for eligible employees will be added together. This will result in 3 separate amounts; one amount for each Years of Employer Service level.
2. Each of these 3 amounts as calculated in (1) above will then be multiplied by the applicable percentage (the amount for employees with 1-9 Years of Employer Service will be multiplied by 0.5%; the amount for employees with 10-14 Years of Employer Service will be multiplied by 0.75%; the amount for employees with 15+ Years of Employer Service will be multiplied by 1.5%).
3. Each such amount as calculated in (2) above is then divided by the total hours paid for each of the Years of Employer Service levels and this calculation yields a cents per hour contribution amount for each of the 3 Years of Employer Service levels.

Plan expenses will be paid out of the trust assets.

Section 45.3(f) Forfeitures. An employee's account in the Arrangement will be forfeited if the employee terminates employment (voluntarily or involuntarily) and fails to complete 5 years of eligible employment as set forth in Section 45.3(a). An employee's account will also be forfeited if the employee dies and has no surviving spouse or dependents. Forfeitures will occur at the end of the calendar quarter following the calendar quarter in which the termination or death occurred.

Section 45.3(g) Allocation of Forfeitures. Forfeitures of accounts will be allocated among remaining participants who have 15 years or more of service with the Employer, measured as of the last day of the payroll year. The allocation of forfeitures among such participants will occur as soon as administratively practical and will be based on each participant's paid hours for the preceding payroll year, as a percentage of the total paid hours of the participants who have 15 or more Years of Employer Service as of the last day of the payroll year.

The specific terms and conditions of this Health Reimbursement Account Arrangement are set forth in the Plan and Trust documents.

ARTICLE 46 **OVERTIME**

Section 46.1(a) Health care professionals are expected to use their clinical judgment in providing safe care for their patients. The exercise of this judgment includes making a decision as to whether the professional would pose a direct threat to patients by working mandatory overtime. The Employer and the Association agree that mandatory overtime is not an appropriate tool to staff the hospital. Mandatory overtime is defined as requiring an employee who was planning to leave work at the end of the scheduled shift to remain to work the next shift, without the employee's consent. Mandatory overtime can only be used when there are no volunteers to work overtime and an emergent or unpredictable situation occurs (for example, weather emergencies, community disasters, or unexpectedly high volumes of patients). To meet unexpected staffing needs, the Employer and the Association will encourage voluntary overtime and on call. All departments/units will develop overtime rotation policies to equitably distribute overtime.

The following staffing tools should be utilized to minimize overtime:

- Schedules will be posted far enough in advance to seek other appropriate solutions,
- Supplemental Pool, float pool, and/or per diem positions,
- Flexible scheduling options will be considered.

Section 46.1(b) Overtime Management.

1. The parties agree that it is desirable to reduce excessive overtime. To this end, the Mutual Gains Committee will review on a monthly basis the overtime, call in (emergency call and worked on call) hours and agency hours for each unit/department.
2. If a unit's/departments combined overtime and call in hours, exceed 7% of total hours worked for 2 consecutive pay periods a meeting will be held expeditiously and attended by the Employer's COO, CFO, CNO and Vice President of Human Resources and the PECSH Chair and Designee(s) to identify the cause(s) of the overtime/call in hour usage and develop an action plan to address the situation.

If a unit's combined overtime/call in hours exceed 7% for more than 6 consecutive pay periods, a meeting will be held expeditiously and attended by the Employer's COO, CFO, CNO and Vice President of Human Resources and the PECSH Chair and Designee(s) to determine the number of additional positions that will be posted to increase basic staffing levels or if there are other factors that need to be addressed. In determining the number of positions needed the parties will consider return to work obligations. This provision becomes effective June 1, 2008.

In the event that mandatory overtime is necessary, the maximum mandatory hours worked is 16 hours in 24 consecutive hours per person, no more frequently than once every 7 days, unless the Hospital is under code status.

Section 46.2 Definition.

- A. Workday - The workday is a period of 24 consecutive hours beginning at 7:00 a.m. each morning and ending at 6:59 a.m. regardless of the time a given employee is required to report to or begin work.
- B. Workweek - The workweek is a period of 7 consecutive days beginning each Sunday at 12:01 a.m. and ending at 12:00 midnight the following Saturday.
- C. Overtime rate - The rate of pay for overtime work is 1½ times an employee's regular rate of pay, which includes shift differentials, weekend differential, and charge pay.
- D. Hours worked - Hours worked are authorized hours actually worked.
- E. Non-exempt employee - An employee is considered to be "non-exempt" if ineligible for an Executive, Administrative or Professional exemption from the minimum wage and overtime provisions of the Fair Labor Standards Act.

Section 46.3 Calculation Of Overtime Pay.

- A. 8 hour shift employees (hourly non-exempt only) receive overtime for authorized hours worked in excess of 8 in a workday or 80 in a 2 week pay period (except for Weekend Staffing Plan employees).
- B. 10-hour shift employees (hourly non-exempt only) receive overtime for authorized hours worked in excess of 10 hours in a workday or 40 hours in a workweek (except for Weekend Staffing Plan employees).
- C. 12-hour shift employees (hourly non-exempt only) receive overtime for authorized hours worked in excess of 12 hours in a workday or 40 hours in a workweek (except for weekend staffing plan employees).
- D. Salaried employees
 - (1) Salaried full-time employees are classified as exempt and are not eligible for overtime.
 - (2) Where all salaried part-time employees in a classification will earn at least \$455 per week, all such employees will be classified as exempt and will not be eligible for overtime.

- (3) Where less than all salaried part-time employees in a classification will earn less than \$455 per week, all such employees will be treated as hourly, non-exempt under the Fair Labor Standards Act, and will be paid overtime for all hours worked in excess of 40 in a work week.
 - (4) Per diem employees in a salaried classification will be considered as hourly non-exempt employees and will receive overtime for authorized hours worked in excess of 40 in a work week.
 - (5) An employee who hires, transfers, or otherwise reduces their hours in a part-time salaried classification must earn at least \$455 per week, based upon their FTE status and base rate of pay at the time of hire, transfer, or reduction in hours in order to be classified as part-time salaried exempt. If such employee earns less than \$455 per week, they will be placed in a per diem status and considered as hourly non-exempt.
- E. Pyramiding of overtime is not permitted. An employee who is paid overtime on a daily basis will not be paid for the same hours on the pay period or weekly basis as well.
- F. An employee is considered to normally begin a shift just once each workday. Therefore, all of the hours worked during such a continuous shift will be totaled for the purpose of daily overtime computation. However, in unusual circumstances an employee will begin to work another separate shift within the same workday. In such cases, the hours worked prior to the end of the workday (6:59 a.m.) will be combined with those recorded for the first shift to determine the amount of daily overtime due, if any. The remaining hours, if any, beyond 7:00 a.m., the beginning of the next workday, will be paid at the regular rate of pay (i.e., straight time).
- G. The Employer may credit premiums paid against overtime payments due in the same pay period consistent with the Fair Labor Standards Act. The Employer shall provide concurrent payment of the following pay premiums or differentials: shift differential, weekend differential, transport premium, and charge pay. Overtime, holiday work premium, on-call, and emergency call-in work premium will be paid concurrently with shift differential, weekend differential, transport premium, and charge pay. Overtime, holiday work premium, on-call and emergency call-in premium will not be paid concurrently with one another, except overtime and holiday premium pay can be paid concurrently with each other except for daily overtime on the same shift.

ARTICLE 47 **DIFFERENTIALS/PAY PREMIUMS/CHARGE PAY**

Section 47.1 Shift Differential. Shift differential is a pay premium added to the base hourly rate of an employee working the evening shift period (3:00 p.m. - 11:30 p.m.) or night shift period (11:00 p.m. - 7:30 a.m.). The differential for both shifts shall be \$2.00 per hour.

In order to qualify for the shift differential for all worked hours on a given workday, a majority of the hours worked must be contained within the time periods described above.

Section 47.2 Weekend Differential. Weekend differential is paid to employees who work the hours between 11:00 p.m. Friday to 11:00 p.m. Sunday. Weekend differential shall be

paid for the entire shift if the majority of the hours worked during a given shift are between 11:00 p.m. Friday and 11:00 p.m. Sunday.

Weekend differential is calculated by the hour rather than the shift unless the majority of shift rule as above applies.

The weekend differential is \$0.75 cents per hour.

Section 47.3 Payment of Shift and Weekend Differentials. Shift and weekend differentials are paid only for hours worked, and shall be excluded from payment of all paid, non-worked hours, such as vacation, PTO, and personal time.

Section 47.4 Critical Care Differential. All RNs in the Clinical Registered Nurse classification in the PACU, Surgery, Emergency Departments, ICU, CICU, NICU, Critical Care floats, PICU, RNICU, Cardiac Progressive Care Unit, Obstetric Services, Interventional Radiology, Stroke Unit, Cardiac Stepdown Unit, Cath Lab Recovery Unit, and the Cardiac Cath Lab shall receive a \$0.34 cent per hour differential for hours worked in these units. Employees who are floated to these units shall also receive this differential for hours worked in these units.

Section 47.5 Transport Premium. An employee who serves as a Mobile ICU transport nurse, Regional Neonatal Intensive Care Unit transport nurse or Pediatric ICU transport nurse, will receive a transport nurse premium of 6% of the base hourly rate of pay per hour in addition to the base hourly rate.

Section 47.6 Sexual Assault Nurse Examiner Differential. Clinical Registered Nurses in the Sparrow Campus Emergency Department who have completed the Sexual Assault Nurse Examiner (SANE) training program and have been designated as SANE Nurses are eligible to receive the SANE differential. SANE Nurses will receive a \$1.00 per hour differential for all hours worked when designated as the SANE Nurse and for hours worked in the SANE Nurse role.

Section 47.7 Charge Pay. An employee assigned to serve as a charge employee shall be paid a differential of \$2.00 per hour in addition to the base hourly rate of pay effective November 1, 2007.

Section 47.8(a) Float Pool Differential. Clinical Registered Nurses accepting full-time, part-time or per diem positions in a regular float pool will receive a \$3.00 per hour differential for all hours worked in a direct patient care capacity. This differential will not be paid for orientation hours, meeting hours, or for paid, non-worked hours, such as PTO and bereavement pay.

Section 47.8(b) Additional Float Pool Differential. When a float nurse is assigned to float to a unit in a different float pool, the employee will receive an additional \$1.50 per hour float differential.

Clinical Registered Nurses in the regular float pools are also eligible for the Critical Care Differential provided in Section 47.4 of this Article.

Section 47.9 Float Differential. Clinical Registered Nurses will receive a \$1.50 per hour differential for all hours worked while floating outside their own unit.

Section 47.10(a) Stipend for Preceptors. An employee assigned by the Employer to be a primary preceptor will receive a stipend upon completion of the responsibilities. The stipend will be based on \$1.00 per hour for hours worked as the primary preceptor.

Section 47.10(b) Stipend for Orientation/areas that do not utilize preceptors. An employee assigned by the Employer to conduct a structured orientation with defined elements, as determined by each department, will receive a stipend upon completion of the responsibilities. The stipend will be based on \$1.00 per hour for the structured orientation hours worked.

ARTICLE 48 **WEEKEND SCHEDULES**

The Employer will endeavor to schedule employees to work no more than two weekends out of four weekends unless individual employees express a preference for weekend work schedules or unless the employee was specifically hired to work weekends.

ARTICLE 49 **ON-CALL PAY**

Section 49.1 On-call pay compensates employees for remaining available to be called in to return to work during designated off-duty hours. At the beginning of each master schedule pattern on-call opportunities shall be posted within the Department or Unit so that all qualified, interested employees shall have an opportunity to sign up.

- A. All hourly and salaried employees designated by their respective supervisors to serve in an on-call capacity during defined off-duty hours will be compensated at the rate of \$2.50 per hour. Effective the first pay period beginning on or after November 1, 2007, on-call pay will increase to \$2.75 per hour. Effective the first pay period beginning on or after November 1, 2009, on-call pay will increase to \$3.00 per hour. In the event an hourly employee designated as "on-call" is called into work, the employee will be guaranteed a minimum 3 hours pay at time and one-half the regular hourly rate. On-call periods extending beyond the three hours, other than for regularly-scheduled hours, will be paid at time and one-half the hourly employee's regular hourly rate.
- B. Employees on-call must be available to come to work if needed. If an on-call employee is called and cannot be reached, they may be subject to disciplinary action pursuant to Article 16, Section 16.4. If an employee is on-call and does not report in after a reasonable period of time (not to exceed 1 hour), the employee will forfeit on-call pay and will be considered a failure to be punctual under Article 16, Section 16.7.
- C. Employees serving on-call will either be issued a radio pager or will be required to leave a telephone number where they can be reached throughout the duration of the on-call status.
- D. An on-call employee required to return to work for a second time within a 12-hour block of time (7 a.m. to 7 p.m. or 7 p.m. to 7 a.m.), (other than for a previously scheduled shift), will receive an additional minimum of 3 hours pay at time and one-half the employee's regular hourly rate. Subsequent returns to the Hospital (e.g., the third, fourth, etc.) within

the same 12 hours (other than for a previously scheduled shift) will be paid on the basis of actual hours worked.

- E. Scheduled on-call may not be canceled by the Employer or employee unless mutually agreed upon.
- F. On-call shifts may begin 1 hour before the normal work shift in the applicable unit and will end 1 hour before the normal work shift ends.
- G. Where it occurs that an employee is scheduled as on-call for time that immediately follows their regularly scheduled work shift, and they are called upon to work on-call time, they shall receive on-call pay, even if they have not left work between the regular time and on-call time. However, when an employee is approved to remain at work and does so in order that they may complete work that they had begun on their immediate previous worked shift, on-call pay or 3 hour minimum will not be payable. (Other additional compensation may be payable, for example, overtime.) In accordance with Article 49, on-call pay and the 3 hour minimum pay is applicable if the employee remains and is counted in the department's target staffing levels or is given a regular duty assignment for the subsequent shift.

Section 49.2 Patient-Related Phone Calls: Hourly/Salaried Non-Exempt Employees. Patient-related telephone calls made or received during on-call, off-duty hours in excess of 30 minutes per telephone call will be compensated at the employee's regular hourly rate. If the telephone call extends into a period in which overtime would be earned, Article 46, Section 46.1, 46.2 and 46.3 will be followed. Documentation of the patient problem(s) requiring the prolonged telephone call will be required.

Section 49.3 Patient-Related Phone Calls: Salaried Exempt Employees. Subject to the terms of Article 42, salaried exempt employees shall receive one-half hour of comp-time for each one half hour work, or partial thereof, worked in handling patient-related telephone calls made or received during on-call off-duty hours. Documentation of the patient problem(s) requiring the telephone calls will be required.

ARTICLE 50

EMERGENCY CALL

Employees who are not designated as "on call" but who are requested to report to work with less than 2 hours notice to perform duties of an emergency nature will receive a guaranteed minimum of 3 hours pay at time and one-half the regular hourly rate. Emergency call periods extending beyond the 3 hours, other than for regularly scheduled hours, will be paid at time and one-half the employee's regular hourly rate.

ARTICLE 51

WEEKEND STAFFING PLAN

Section 51.1(a) General Weekend Staffing Plan. Weekend Staffing Plan employees, except for employees in the Inpatient Rehabilitation Therapy or Dialysis Weekend Staffing Plans, are classified as full-time, hourly, non-exempt professional employees, and are assigned to work 24 hours between 3:15 p.m. Friday and 7:45 a.m. Monday in either 8 or 12 hour shifts.

Section 51.1(b) Inpatient Rehabilitation Therapy Weekend Staffing Plan. Inpatient Rehabilitation Therapy Weekend Staffing Plan employees are classified as full-time, hourly, non-exempt professional employees, and are assigned to work 3 consecutive 8 hour shifts between 7:00 a.m. Friday and 5:00 p.m. Monday (i.e., either Friday, Saturday, and Sunday or Saturday, Sunday, and Monday).

Section 51.1(c) Dialysis Weekend Staffing Plan. Dialysis Weekend Staffing Plan employees are classified as full-time, hourly, non-exempt professional employees, and are assigned to work 24 hours between 3:15 p.m. Friday and 7:45 a.m. Monday in either 6, 8 or 12 hour shifts.

Section 51.2 Premium. Weekend Staffing Plan employees are paid a Weekend Staffing Plan premium of 50% of base hourly rate for each weekend hour worked.

Section 51.3 Work Requirement. Weekend Staffing Plan employees are required to work 48 of 52 weekends in a 12 month period, which begins on the date an employee transfers into a Weekend Staffing position and begins anew upon the employee's anniversary date and ends on the following anniversary date ("anniversary year"). Weekend Staffing Plan employees are allowed not more than 2 weekends off per month and not more than 2 consecutive weekends off. Plan participants who miss more than 96 hours of work (including both preplanned and unscheduled absences on either weekday or weekend shifts) in an anniversary year will be counseled to apply for transfer to a regular position, if available. Failure to report for 120 hours of work (including both preplanned and unscheduled absences on either weekday or weekend shifts) in an anniversary year will result in a written warning and further encouragement to transfer to a regular position. Weekend Staffing Plan employees who fail to report for 144 hours of work (including both preplanned and unscheduled absences on either weekday or weekend shifts) in an anniversary year are subject to termination of employment. Administrative absences, paid bereavement, approved leaves of absences and approved FMLA shall not count toward determining compliance with the attendance standards stated in this Section.

Weekend Staffing Plan employees may be required to attend certain weekday meetings and continuing education programs.

Section 51.4 Request for Additional Weekends Off. Weekend Staffing Plan employees may request up to 4 additional weekends off per year. Weekend staffing coverage will be done by trading hours with another comparably qualified replacement. If granted, these 4 additional weekends off per year will be in addition to the 4 weekends granted in Section 51.3, and shall not count toward determining compliance with the attendance standards in Section 51.3. The Supervisor may grant such trading requests or coverage by per diem employees provided that staffing, patient census, patient acuity and hospital workload permit.

Section 51.5 Benefits. Weekend Staffing Plan participants are eligible to receive the following benefits:

- A. Shift differentials as outlined in Article 47.
- B. Long term disability insurance as outlined in Article 35.
- C. Dental and vision insurance as outlined in Article 32.
- D. Flexible Spending Account plan as outlined in Article 34.

- E. Life insurance as outlined in Article 30.
- F. Full-time health insurance as outlined in Article 31.
- G. Employee discounts.
- H. Tuition reimbursement.
- I. Continuing education.
- J. Charge pay.
- K. On-call pay.
- L. 2 days of paid excused absence will be provided as bereavement time in the event of a death in the employee's immediate family (in accordance with the provisions of Article 44).
- M. Retirement benefits if eligible under the pension plan provisions. For pension plan purposes, an employee will receive one and one-half hours of credited service for each hour worked which qualifies for the Weekend Staffing Plan premium.
- N. Jury Duty: in accordance with the provisions of Article 60, except that the Weekend Staffing Plan employee will be paid their base hourly rate plus the Weekend Staffing Plan premium only for scheduled weekend shifts lost due to jury duty. Weekend Staffing Plan employees are not eligible for jury duty pay for scheduled shifts missed that do not qualify for the Weekend Staffing Plan premium.
- O. Witness duty.

Weekend Staffing Plan participants are not eligible for any benefits other than those listed above and are not eligible for weekend differentials.

Section 51.6(a) Holiday Requirement. Weekend Staffing Plan employees will be required to work all the recognized holidays that fall on weekends, as defined in Section 51.1, if there are insufficient volunteers. Weekend Staffing Plan employees may be required to work Christmas Eve and Christmas Day if they occur on the weekend. If a Weekend Staffing Plan employee works the night shift which ends on Christmas Day, the employee may also be required to work the night shift on Christmas Night. Weekend Staffing Plan employees may be assigned to work an unequal number of holidays per year and may be assigned to work the same holiday in consecutive years if it falls on the weekend.

When scheduling employees to work on holidays that occur on weekends, the Manager will try to find volunteers. First priority among volunteers will be given to Weekend Staffing Plan employees and then regular employees. If there are insufficient volunteers, Weekend Staffing Plan employees will be required to work before regular employees. If a Weekend Staffing Plan employee is required to work a holiday on a weekend, that day will be considered part of the employee's normal 24-hour weekend commitment. When more staff are scheduled than are needed, employees will be relieved of their obligation to work on a voluntary basis in order of bargaining unit seniority.

Weekend Staffing Plan employees who volunteer to work on a holiday that does not occur on the weekend will be handled in accordance with Article 36, Section 36.9(a).

Section 51.6(b) Holiday Pay and Holiday Work Premium. Weekend Staffing Plan employees are not eligible to receive holiday work premium.

Weekend Staffing Plan employees who work the holiday shall receive holiday pay for each hour worked.

Weekend Staffing Plan employees who work a shift that falls on a recognized holiday during the week shall receive two and one-half times their base hourly rate as sole compensation for each hour worked.

Weekend Staffing Plan employees cannot pyramid any other work premium other than shift differentials, with the holiday compensation outlined in this Section.

Section 51.7 PTO Accrual. Weekend Staffing Plan employees may accumulate PTO for extra shifts worked during the week that do not qualify for the Weekend Staffing Plan premium provided for in Section 51.2 which are preapproved by the Manager or designee.

Section 51.8 PTO/Vacation Upon Transfer to Weekend Staffing Plan. Employees who convert to the Weekend Staffing Plan from a regular status may cash out or freeze earned Paid Time Off (PTO) or vacation while in the Weekend Staffing status. Employees may elect to cash out accrued but unused PTO or vacation time by electing a cash out within 30 days after the effective date of the transfer to the Weekend Staffing Plan by submitting the completed required form to Human Resources. If the form is not received by Human Resources within 30 days after the transfer date to the Weekend Staffing Plan, the accrued PTO or vacation time will be frozen.

Section 51.9 PTO/Vacation Usage. The employee may unfreeze PTO/vacation for pre-planned scheduled weekends off, not to exceed a total of 2 weekends or an equivalent of 4 weekend shifts. An employee may also unfreeze PTO/vacation for mandatory administrative absences but the PTO/vacation must be utilized in full shift increments. PTO use for mandatory administrative absences will not count against the 4 pre-planned weekend shifts.

Frozen PTO/vacation is also accessible to the Weekend Staffing employee under the limited condition of the employee being on a leave of absence or a Family Medical Leave. In cases of leave of absence or Family and Medical Leave, the PTO/vacation bank must be exhausted, with one exception. If an employee is off of work due to a leave of absence for their own illness or injury, the employee may exhaust PTO or vacation down to 80 hours at which time the employee may take unpaid time and retain 80 hours of PTO/vacation, which will remain frozen while on the Weekend Staffing Plan. The PTO/vacation will be paid out at the base hourly rate, at the rate of one and one-half hours for each hour of normally scheduled Weekend Staffing Plan hours which are not worked (which fall during the hours which qualify for the Weekend Staffing Plan premium).

ARTICLE 52
WAGES

Section 52.1 Employees covered under this Agreement shall be paid in accordance with Schedule A. No employee shall be hired below the minimum pay rate for the classification in accordance with Schedule A.

SCHEDULE A
Pay Ranges
SPARROW CLASSIFICATIONS

Classification	<u>Effective 11/1/07</u>		<u>Effective 11/1/08</u>		<u>Effective 11/1/09</u>	
	Min	Max	Min	Max	Min	Max
Activity Therapist	\$ 20.39	\$ 26.84	\$ 21.01	\$ 27.65	\$ 21.64	\$ 28.48
Admitting Order Coordinator	\$ 22.55	\$ 32.23	\$ 23.22	\$ 33.20	\$ 23.92	\$ 34.19
Andrology Technologist	\$ 22.21	\$ 29.61	\$ 22.87	\$ 30.50	\$ 23.56	\$ 31.42
Athletic Trainer	\$ 20.37	\$ 26.83	\$ 20.98	\$ 27.64	\$ 21.61	\$ 28.47
Case Manager	\$ 26.50	\$ 36.09	\$ 27.30	\$ 37.17	\$ 28.12	\$ 38.29
Charge Medical Technologist	\$ 24.92	\$ 33.29	\$ 25.61	\$ 34.29	\$ 26.31	\$ 35.32
Child Life Therapist	\$ 18.69	\$ 24.34	\$ 19.26	\$ 25.07	\$ 19.83	\$ 25.82
Clinical Dietician	\$ 22.21	\$ 29.61	\$ 22.87	\$ 30.50	\$ 23.56	\$ 31.42
Clinical Instructor	\$ 23.84	\$ 34.20	\$ 24.56	\$ 35.22	\$ 25.30	\$ 36.28
Clinical Lab Tech	\$ 22.92	\$ 30.32	\$ 23.61	\$ 31.23	\$ 24.31	\$ 32.17
Clinical Nurse Educator	\$ 23.84	\$ 34.20	\$ 24.56	\$ 35.22	\$ 25.30	\$ 36.28
Clinical Nurse Specialist	\$ 32.04	\$ 42.34	\$ 33.00	\$ 43.61	\$ 33.99	\$ 44.92
Clinical Pharmacist	\$ 47.70	\$ 54.64	\$ 49.13	\$ 56.28	\$ 50.60	\$ 57.97
Clinical Registered Nurse	\$ 23.84	\$ 34.20	\$ 24.56	\$ 35.22	\$ 25.30	\$ 36.28
Dietetic Technician	\$ 14.71	\$ 18.73	\$ 15.15	\$ 19.29	\$ 15.60	\$ 19.87
Exercise Specialist	\$ 24.28	\$ 32.69	\$ 25.01	\$ 33.67	\$ 25.76	\$ 34.68
Group Leader Weight Mgmt Center	\$ 24.28	\$ 32.69	\$ 25.01	\$ 33.67	\$ 25.76	\$ 34.68
Health Educator	\$ 18.94	\$ 24.50	\$ 19.51	\$ 25.24	\$ 20.10	\$ 26.00
Management Consultant	\$ 22.40	\$ 29.76	\$ 23.07	\$ 30.65	\$ 23.77	\$ 31.57
Medical Technologist	\$ 22.92	\$ 30.32	\$ 23.61	\$ 31.23	\$ 24.31	\$ 32.17
Mental Health Activity Therapist	\$ 20.37	\$ 26.83	\$ 20.98	\$ 27.64	\$ 21.61	\$ 28.47
Mental Health Therapist	\$ 24.28	\$ 32.69	\$ 25.01	\$ 33.67	\$ 25.76	\$ 34.68

Music Therapist	\$ 20.37	\$ 26.83	\$ 20.98	\$ 27.64	\$ 21.61	\$ 28.47
Nuclear Medicine Technologist	\$ 23.32	\$ 31.10	\$ 24.02	\$ 32.03	\$ 24.74	\$ 32.99
Nurse Clinician	\$ 23.84	\$ 34.20	\$ 24.56	\$ 35.22	\$ 25.30	\$ 36.28
Occupational Therapist	\$ 24.63	\$ 33.04	\$ 25.37	\$ 34.03	\$ 26.13	\$ 35.05
Outreach Manager	\$ 26.72	\$ 35.79	\$ 27.52	\$ 36.87	\$ 28.35	\$ 37.97
Patient Placement Coordinator	\$ 26.50	\$ 36.09	\$ 27.30	\$ 37.17	\$ 28.12	\$ 38.29
Physical Therapist	\$ 29.47	\$ 40.54	\$ 30.35	\$ 41.76	\$ 31.26	\$ 43.01
Psychologist I	\$ 26.50	\$ 36.09	\$ 27.30	\$ 37.17	\$ 28.12	\$ 38.29
Psychologist II	\$ 29.47	\$ 40.54	\$ 30.35	\$ 41.76	\$ 31.26	\$ 43.01
Pulmonary Function Coordinator	\$ 22.21	\$ 29.61	\$ 22.87	\$ 30.50	\$ 23.56	\$ 31.42
Rehabilitation Services Coordinator	\$ 22.55	\$ 32.23	\$ 23.22	\$ 33.20	\$ 23.92	\$ 34.19
Social Worker/MSW	\$ 24.28	\$ 32.69	\$ 25.01	\$ 33.67	\$ 25.76	\$ 34.68
Speech Pathologist	\$ 24.63	\$ 33.04	\$ 25.37	\$ 34.03	\$ 26.13	\$ 35.05
Staff Pharmacist	\$ 47.70	\$ 54.64	\$ 49.13	\$ 56.28	\$ 50.60	\$ 57.97
Therapeutic Recreation Specialist	\$ 18.69	\$ 24.34	\$ 19.26	\$ 25.07	\$ 19.83	\$ 25.82

Any groups or classifications brought into the bargaining unit will be subject to negotiations over terms of wages and benefits.

Section 52.2(a) General Pay Increases. General pay increases are granted to all employees up to the maximum of the assigned pay range.

A. Employees will receive the following general pay increases, and the minimum and maximum of the pay ranges will be increased as shown in Section 52.1, Schedule A:

November 1, 2007 3% general increase.
November 1, 2008 3% general increase.
November 1, 2009 3% general increase.

B. Supplemental Pool Registered Nurses Pay.

	<u>Effective 11/1/07</u>	<u>Effective 11/1/08</u>	<u>Effective 11/1/09</u>
Supplemental Pool Level 1	\$ 38.00	\$ 39.50	\$ 41.00
Supplemental Pool Level 2	\$ 40.00	\$ 41.50	\$ 43.00
Supplemental Pool Level 3	\$ 42.00	\$ 43.50	\$ 45.00
Supplemental Pool Level 4A	\$ 42.00	\$ 43.50	\$ 45.00
Supplemental Pool Level 4B	\$ 44.50	\$ 46.00	\$ 47.50
Supplemental Pool Level 5A	\$ 44.50	\$ 46.00	\$ 47.50

Supplemental Pool Level 5B	\$ 46.50	\$ 48.00	\$ 49.50
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Section 52.2(b) Pay Grade Adjustments. Due to labor market conditions, the following adjustments will be made:

The Nurse Educator, Nurse Clinician and Clinical Instructor classifications will be moved into the Clinical Registered Nurse step system (Schedule B) at the step closest to but not below their current rate and then the general increase in Section 52.2 will be applied.

Charge Medical Technologists paid below the maximum will receive a \$.70 increase on November 1, 2007 following the general increase, up to the pay range maximum.

Section 52.3 Wage Rates for Employees Moving into Bargaining Unit Positions.

- A. Licensure/Graduation Date. Nurses who graduated from nursing school on or before January 1, 2002, will have their experience based on their graduation date. Nurses whose date of graduation from nursing school is after January 1, 2002 will have their experience based on the date they were licensed as a registered nurse. For all other employees, their experience will be based on their graduation date.
- B. Changes in Starting Pay Rate Methodology. Prior to implementing any changes in the method used to determine the starting rate for a new employee, the Employer's Vice-President of Human Resources, or designee, will discuss the matter with the Union's Staff Council President or designee.
- C. Starting Pay Rates for Employees Other Than Clinical Registered Nurses. A principle to be included in the method used to determine the starting rate for a new employee in a given department/unit, other than a Clinical Registered Nurse, is that the new employee will not be hired at a starting rate that is greater than any current employee in the same department/unit in the same classification with equivalent experience, based on the licensure/graduation date. When the Employer wishes to hire an employee, other than a Clinical Registered Nurse, into a department/unit at a pay rate higher than the pay rate(s) of other employees in the same classification in that department/unit who have the same or greater experience based on the licensure/graduation date, the pay rates of these other employees will be raised to at least the pay rate of the new employee.
- D. Starting Pay Rates for Clinical Registered Nurses From Outside of The Bargaining Unit. The starting pay rate for an employee who is hired or transfers into the Clinical Registered Nurse classification from outside of the bargaining unit will be set at the step on the pay scale that is closest to, but not greater than, the actual average pay rate for Clinical Registered Nurses with the same licensure/graduation date. If this newly hired Clinical Registered Nurse's pay rate is higher than the pay rate(s) of other Clinical Registered Nurses in that department/unit with the same licensure/graduation date, then the pay rates of those Clinical Registered Nurses will be raised to at least the pay rate of the newly hired Clinical Registered Nurse.

An employee will not be hired as a Clinical Registered Nurse at a pay rate higher than Step 13, regardless of their licensure/graduation date.

The average Clinical Registered Nurse pay rate by licensure/graduation date will be calculated quarterly and provided to the Union.

- E. Starting Pay Rates for ADMs Who Return to a Registered Nurse Position in The Bargaining Unit. Assistant Department Managers (ADMs) who return to a registered nurse position in the bargaining unit within 12 months after leaving such a position to become an ADM will be placed within the pay scale where they would have been had they not left the registered nurse position. In all other cases, an ADM who transfers into a registered nurse position will be considered a new hire under Sections 52.3C or 52.3D, as applicable.

ADMs who transfer to a Clinical Registered Nurse position will be placed on the pay scale at the step that is closest to, but not greater than, the actual average pay rate for Clinical Registered Nurses with the same licensure/graduation date, but not higher than Step 14, regardless of their licensure/graduation date.

- F. Pay Rates for Sparrow LPNs Who Become Clinical Registered Nurses. The pay rate for a Licensed Practical Nurse who has at least 5 years' experience as an LPN with the Employer and becomes a Clinical Registered Nurse will be 2 steps over the starting rate for a Clinical Registered Nurse.

- G. Pay Rates When an Employee Transfers Between Classifications Within The Bargaining Unit. When an employee transfers from one classification to another classification within the bargaining unit, the employee's new pay rate will be determined as follows:

1. If the employee's pay rate is below the minimum of the new classification's pay range, the employee's pay rate will be increased to the minimum of the new pay range.
2. If the employee's pay rate is above the maximum of the new classification's pay range, the employee's pay rate will be reduced to the maximum of the new pay range.
3. If the employee's pay rate is within the new classification's pay range, the employee's pay rate will remain the same.

This Section is superceded by Sections 52.3 E and I.

- H. Supplemental Float Registered Nurse Moving into Clinical Registered Nurse Classification. When a supplemental float pool nurse moves into a Clinical Registered Nurse classification, their pay rate will be set at the step on the pay range that is closest to, but not greater than, the actual average pay rate for Clinical Registered Nurses with the same licensure/graduation date.

- I. Pay Rates When a Registered Nurse Transfers into or out of The Clinical Nurse Specialist Classification. The pay rate for a registered nurse in the bargaining unit who transfers into the Clinical Nurse Specialist classification will be determined as follows:

1. The CNS pay range will be divided into 15 "levels" (only for purposes of setting the initial pay rate).
2. The Clinical Nurse Specialist's pay rate will be set 2 levels above the level that is closest to but higher than the employee's current rate.

3. If the registered nurse's pay rate is below the minimum of the CNS pay range, the registered nurse's pay rate as a Clinical Nurse Specialist will be the minimum of the CNS pay range or the dollar equivalent to a 2 level pay increase, whichever is greater.

The pay rate for a Clinical Nurse Specialist hired from outside the bargaining unit will not be higher than the pay rate for any current Clinical Nurse Specialist with equivalent experience ("experience" for a Clinical Nurse Specialist is based on the combined experience as a registered nurse and as a clinical nurse specialist, with 1 year of credit for every year as a clinical nurse specialist plus 1 year of credit for every year as a registered nurse including years as a clinical nurse specialist).

If a Clinical Nurse Specialist transfers into the Clinical Registered Nurse classification, the CNS pay rate will be retained unless it exceeds the maximum of the Clinical Registered Nurse pay range. In that case, the pay rate will be reduced to the Clinical Registered Nurse pay range maximum.

If a Clinical Nurse Specialist transfers into a bargaining unit position other than a Clinical Registered Nurse, the new pay rate will be determined under Section 52.3G.

- J. Pay Rates for Medical Technologist Transferring to Charge Medical Technologist. When a Medical Technologist transfers into the Charge Medical Technologist classification, the new pay rate will be the minimum of the Charge Medical Technologist pay range or \$2.00 per hour added to the base hourly rate, whichever is greater, provided however that the new pay rate may not exceed the maximum of the Charge Medical Technologist pay range. If that Charge Medical Technologist transfers back to the Medical Technologist classification, the pay rate will be reduced by the same dollar amount as the increase received when transferring into the Charge Medical Technologist classification or the maximum of the Medical Technologist pay range if that same dollar amount would put them above the pay scale maximum.
- K. Pay Rates for Retirees Who Return to A Bargaining Unit Position. Employees who retire and return to their former classification within 6 months following retirement will be paid at the base hourly rate they had when they retired. In all other cases, retirees who return to a bargaining unit position will be treated as a new hire.

Section 52.4 Progression and Step Increases. Except as otherwise provided below, eligible employees paid below the maximum of the assigned pay range will receive progression increases, provided the employee has not been issued a Level III discipline within 6 months of the respective increase.

The progression increases for employees other than Clinical Registered Nurses, Nurse Educators, Nurse Clinicians, and Clinical Instructors will be 3% per hour and will be effective the pay period in which May 1 falls in 2008, 2009 and 2010.

Effective the first full pay period in which May 1 falls in 2008, 2009 and 2010 Clinical Registered Nurses paid below the maximum of the assigned pay range will receive a step increase, as provided in Schedule B.

Section 52.5 Longevity Bonus. Employees are eligible to receive an annual longevity bonus after completion of 10 years of continuous employment, as provided below. Years are

calculated from the last date of hire with the Employer to the anniversary date occurring within the period 12 months prior to the longevity bonus. This bonus will be paid in the pay period in which June 1 falls in 2008, 2009 and 2010.

Completed years	Annual bonus (% of prior 12 months earnings)
10 – 14	1%
15 – 19	1.5%
20 – 24	2%
25 or more	2.5%

Employees who are at the maximum of the pay range after the May increase may be eligible for a longevity bonus based on the chart above. Employees may also be eligible for a longevity bonus if the pay range maximum is reached before the full amount of the longevity bonus is received. In this situation, the amount of the longevity bonus will be the net difference between the applicable longevity bonus percentage less the progression/step increase percentage. This remainder of the longevity bonus will be paid as a lump sum based on the employee’s actual paid hours for the proceeding 12 months.

Employees who have received a Level III discipline in the six months prior to the longevity bonus date are not eligible for the bonus.

Employees on layoff are not eligible to receive a longevity bonus.

Section 52.6 Pay for Salaried Exempt Employees Who Work Additional Needed Hours. In the event the Employer is not able to fully staff a department/unit, the hours needed will be offered to salaried exempt employees before agency personnel are used. Salaried exempt employees who pick up the offered hours will be compensated at the rate of \$15 an hour, in addition to regular compensatory time benefits.

Section 52.7(a) Gainsharing Program. All employees participate in the Sparrow Health System to achieve the organization’s goals. In recognition of individual participation in reaching the goal of financial success, the following program will be implemented in addition to the increases otherwise established in the agreement.

	3% Operating Margin	4% Operating Margin	5% Operating Margin
Year	Employee Bonus	Employee Bonus	Employee Bonus
2008	1%	2%	3%
2009	1%	2%	3%
2010	1%	2%	3%

The Employer agrees to pay a 1% bonus to each employee each year that the Employer’s calendar year operating income exceeds 3, but is less than 4, percent of total unrestricted revenue and gains, before any gains or losses with any extraordinary items or cumulative effect of changes in accounting principles, all defined by generally accepted accounting principles and before the effect of any gains or losses associated with prior year third party settlements recorded in the financial statements for that calendar year.

The Employer agrees to pay a 2% bonus to each employee each year that the Employer’s calendar year operating income exceeds 4, but is less than 5, percent of total unrestricted revenue and gains, before any gains or losses with any extraordinary items or cumulative effect of changes in

accounting principles, all defined by generally accepted accounting principles and before the effect of any gains or losses associated with prior year third party settlements recorded in the financial statements for that calendar year.

The Employer agrees to pay a 3% bonus to each employee each year that the Employer's calendar year operating income exceeds 5, but is less than 6 percent of total unrestricted revenue and gains, before any gains or losses with any extraordinary items or cumulative effect of changes in accounting principles, all defined by generally accepted accounting principles and before the effect of any gains or losses associated with prior year third party settlements recorded in the financial statements for that calendar year.

Such bonus will be determined and paid: (a) based upon the audited and Board of Director approved financial statements of the Employer, which are expected to be received and approved by April of the following year, (b) based upon an employee's annual W-2 earnings, received for the preceding applicable calendar year, and (c) paid out in the first reasonably possible pay period after receipt of the audited financial statements and approval by the Board of Directors.

Section 52.7(b) Patient Satisfaction Gainsharing Program. The parties agree that patient satisfaction is an important priority and that employees have a significant role in contributing to patient satisfaction. To encourage and reward employees for a high level of patient satisfaction, the Employer will reward employees based on the attainment of certain goals.

The Hospital conducts surveys of patients in the following four divisions: Emergency (Sparrow and St. Lawrence), Inpatient, Outpatient, and Outpatient Surgery. If the survey results indicate that three of the four surveyed divisions score at the 70th percentile but less than the 75th percentile (as measured by the survey results for the 4th quarter of the year, ending December 31), all employees will receive a gross payment of \$150.00. If the survey results indicate that three of the four surveyed divisions score at the 75th percentile but less than the 80th percentile (as measured by the survey results for the 4th quarter of the year), all employees will receive a gross payment of \$200.00. If the survey results indicate that three of the four surveyed divisions score at the 80th percentile or greater (as measured by the survey results for the 4th quarter of the year), all employees will receive a gross payment of \$250.00. The amounts set forth above are based on full-time status and will be paid on a proportionate basis for less than full-time employees. The patient satisfaction reward will be paid to all employees on the payroll as of the date of payment of the reward. The reward payment will occur on the payday occurring on or after March 15 of the year following the survey period. These bonuses will be paid as set forth above in conjunction with the Gainsharing Program as set forth in Section 52.7(a).

SCHEDULE B

Clinical Registered Nurse, Clinical Instructor, Clinical Nurse Educator, and Nurse Clinician Pay Range Steps

Step	Effective		
	November 1, 2007	November 1, 2008	November 1, 2009
0	\$23.84	\$24.56	\$25.30
1	\$24.53	\$25.27	\$26.03
2	\$25.22	\$25.98	\$26.76

3	\$25.91	\$26.69	\$27.49
4	\$26.60	\$27.40	\$28.23
5	\$27.30	\$28.11	\$28.96
6	\$27.99	\$28.82	\$29.69
7	\$28.68	\$29.54	\$30.42
8	\$29.37	\$30.25	\$31.15
9	\$30.06	\$30.96	\$31.89
10	\$30.75	\$31.67	\$32.62
11	\$31.44	\$32.38	\$33.35
12	\$32.13	\$33.09	\$34.08
13	\$32.82	\$33.80	\$34.81
14	\$33.51	\$34.51	\$35.55
15	\$34.20	\$35.22	\$36.28

ARTICLE 53
TUITION REFUND

Section 53.1 Eligibility. All active full-time employees and active part-time employees are eligible for tuition refund. Employees must be employed in an active status a full three-month period prior to the beginning of the term or semester to be eligible for tuition refund. If during the term or semester an employee becomes inactive (leave of absence, FMLA, layoff) and remains such until the conclusion of the term/semester, the employee will receive reimbursement based upon the average hours paid per week while the employee attends classes.

Section 53.2 Application Process. To receive a tuition refund, an employee must complete a tuition refund application and submit the application to the Supervisor and the Human Resources Department before the beginning of classes. An employee may not apply for more than 10 credit hours per term or semester.

Section 53.3 Tuition Refund Coverage. Tuition refund will only be available as follows:

1. Courses directly related to an employee's present position or in preparation for another position within the Hospital, and which result in earned academic credit;
2. Laboratory fees connected with a course of study as defined in (A) above;
3. Courses as defined in (A) above in which credits are earned by taking an examination (e.g., waiving a course by taking a comprehensive exam);
4. College credit courses as defined in (A) above through correspondence schools accredited by the North Central Association of Colleges and Universities or a similar regional authority.
5. The Employer will buy or provide books for mandatory classes.

Section 53.4 Required Grade For Refund. In order to receive a tuition refund, an undergraduate student must receive a "C" (2.0) or higher in each course. A graduate student must receive a "B" (3.0) or higher. Others must receive a "pass" in each course in a pass-fail system.

Section 53.5 Maximum Annual Refund. All active full-time employees will receive 100% tuition reimbursement up to a maximum of \$2,100 per calendar year. The maximum per credit hour tuition reimbursement will be set at Michigan State University rates for undergraduates and graduates. Part-time employees may receive up to \$1,000 tuition reimbursement per calendar year. Reimbursement amounts will be credited to the calendar year (January 1 through December 31) in which the course(s) were taken rather than when reimbursed. Employees changing employment status during the term/semester will be reimbursed in accordance with their status at the time their tuition refund application was approved.

Section 53.6 Required Documentation For Refund. A copy of the original application, grade report and fee receipt must be forwarded to the Human Resources Department within 30 calendar days following the completion of all required course work. Applications for reimbursement received following the 30-calendar day limit are subject to denial. Incomplete grades will be considered on an individual basis. In no case will a reimbursement be made beyond two years from the date of the application.

Section 53.7 Continued Employment. The employee requesting tuition reimbursement must agree, in writing, to continue working for the Employer in an active full-time or part-time status for at least two years* following the completion of the course. If, after receiving tuition refund, the employee does not remain employed with the Employer in an active full-time or part-time status for at least two years* following the completion of the course, the employee must reimburse the Employer for the entire amount received for six months, and the amount will be prorated over the next 18 months.

*This does not pertain to classes mandatory for your job, such as ACLS, PALS, NRP etc.

ARTICLE 54 **CONTINUING EDUCATION**

Section 54.1 Purpose. To reimburse a share of the expenses incurred by employees for attending job related seminars, workshops, or conferences.

Section 54.2 Eligibility.

- A. Employees with less than one-year seniority are not eligible to attend conferences held off premises at Hospital expense unless requested by management.
- B. Employees with less than one-year seniority may attend conferences at their own expense and will be granted an excused absence providing:
 - A written request is submitted and approved by the Manager prior to the conference;
 - The conference does not exceed three scheduled work days;
 - Adequate coverage can be obtained during the employee's absence; and
 - The conference is job related.

- C. Employees with at least one year of seniority are eligible to attend conferences and seek Employer reimbursement of a share of the expenses.

Section 54.3 Procedure For Approval. An employee must complete the Employer's form at least one month in advance of the continuing education activity and submit the request to the Supervisor for approval. Manager and Vice-President approval is necessary before the request is considered approved. Approval of full or partial reimbursement is based upon such criteria as the following:

- Job relatedness
- Program content
- Availability of Employer funds
- Length of absence
- Registration cost
- Travel and lodging costs
- Adequacy of coverage during the absence
- The needs of the department/unit

Any program which offers a certificate which the employee is required to obtain or maintain for continued employment, shall be reimbursed through the Tuition Reimbursement Program (Article 53), or under this Article.

Section 54.4 General Guidelines. Depending upon the availability of Employer funds, employees may be compensated for the hours actually in attendance at an approved continuing education activity, not to exceed the employee's regular shift hours. An employee may attend one work-related conference per calendar year (up to three days) without using PTO or vacation time with the Manager's approval.

Employees attending continuing education activities at the request of management will be compensated for hours actually in attendance at such activities, not to exceed the employee's regular shift hours.

For certificate programs, required for continued employment, employees will be compensated for time spent in required courses.

Section 54.5 Sharing. Upon return, an employee who has attended a continuing education activity may be required to make a presentation to other employees and share written materials.

Section 54.6 Continued Employment. The employee requesting full or partial reimbursement of expenses related to attendance at continuing education activities must agree, in writing, to continue working for the Employer for at least six months following attendance. If, after receiving reimbursement, the employee does not remain employed with the Employer, the employee must reimburse the Employer for the entire amount received.

ARTICLE 55
TRAVEL AUTHORIZATION AND REIMBURSEMENT

Section 55.1 Local Travel. Local travel is defined as not requiring overnight accommodations or the use of air transportation. Local travel requires pre-authorization by the Manager and Vice-President unless travel is considered part of an employee's job description.

Section 55.2 Other Travel. Travel not considered local in nature requires prior written approval from the Manager and Vice-President.

Section 55.3 Travel Expenses.

A. Reasonable expenses are reimbursable to the extent of the pre-authorization.

B. Reimbursable travel expenses may include the following:

- Mileage at current IRS reimbursed rates
- Parking fees and road tolls
- Ground transportation
- Air fare
- Meals, plus tax and tip
- Hotel, motel accommodations

Section 55.4 Travel Advances. A travel advance, for other than local travel, may be requested to cover anticipated pre-authorized expenses. Any advance received in excess of actual expenses incurred must be remitted by personal check to the Employer within seven days following completion of the trip.

ARTICLE 56
CLOSED UNITS

Section 56.1 Definition of a Closed Unit. Units may elect to become closed units for staffing purposes, if they develop systems for staffing the patient needs of the unit 24 hours a day, seven days per week. If staffing needs are met, the staff will be exempt from floating to other units.

Section 56.2 Procedure to Become a Closed Unit. In order for a unit to go closed, guidelines must be established by a committee composed of:

1. Elected bargaining unit employees from within the unit and,
2. Managers from within the unit selected by the Manager.

PECSH shall be supplied copies of the proposed unit guidelines prior to the vote.

All staff whose positions will be closed may vote, but two-thirds ($\frac{2}{3}$) of the bargaining unit members eligible to vote must pass the vote for the unit to close and/or to remain closed.

Section 56.3 Requirements For Closed Unit Guidelines. Closed Unit Guidelines shall specify the following and shall not be in violation of the contract:

1. Rotation for Administrative Absences (AA's):

The Closed Unit Guidelines must include criteria for taking administrative absences. When the Manager determines that patient census, patient acuity levels or the department/unit workload necessitate a temporary reduction in staffing, the Manager may first eliminate agency personnel, scheduled overtime (an employee being paid overtime for that actual shift) and Weekend Staffers working an extra weekend shift (a shift which qualifies for the Weekend Staffing Plan Premium). If these measures are not sufficient to reduce staffing as needed, the unit criteria for administrative absences will apply provided that appropriate clinical skills, training or staff mix is maintained.

When a mandatory administrative absence is given, the employee may call the Nursing Office and request to be floated to another department/unit. If an assignment is available for which the employee is qualified, the employee may float to that department/unit.

2. On-call or staffing systems necessary to provide unit coverage. On-call will be used to cover unanticipated daily fluctuations in the census and unplanned absences, but is not an appropriate tool to routinely staff a closed unit.

Section 56.4 Closed Unit Exemption. A Closed Unit has an obligation to staff itself as provided in Section 56.1. When this obligation cannot be met due to unusual and severe staffing shortages, the Manager and/or the staff in the Closed Unit must seek an exemption for a designated period of time through the Mutual Gains Committee. Once an exemption has been granted, the Closed Unit staff will be expected to continue their on-call requirement as determined by the MGC. In addition, the Closed Unit will be provided with additional staffing from available resources such as the float pools, Supplemental Pools, and agency personnel. If a Closed Unit does not seek an exemption from MGC, or if the exemption is not granted by MGC, the Closed Unit will become an Open Unit. This Open Unit may petition after six months to MGC to become closed.

ARTICLE 57

RESIGNATION/TERMINATION

- A. Notice Requirement. All employees shall give at least three weeks written notice prior to termination. If an employee does not provide at least a three week notice of resignation in writing to the immediate manager and/or does not work three weeks prior to the resignation date, the employee may be considered ineligible for rehire.
- B. Restriction on Use of Accrued Time Off. Accrued time off benefits cannot be taken during the resignation/termination notice period unless the termination date is extended by the length of the paid absence or approved by the employee's immediate manager.
- C. Resignation/Termination From Position. Resignation/Termination from an employee's position will be considered resignation/termination from the Employer.
- D. Resignation/Termination Date Definition. The employee's last day worked will be considered the date of resignation/termination.
- E. Receipt of Accrued Benefits. Employee benefits will be affected by employment resignation/termination. All accrued, vested benefits to which the employee is entitled

will be paid. Employees must notify the Human Resources Department of any address change to ensure receipt of any payment due.

- F. Status of Final Paycheck. If an employee resigns or is terminated, the final paycheck will not be subject to the direct deposit service.

ARTICLE 58
ON-THE-JOB INJURY OR ILLNESS

- A. An employee who is injured or becomes ill on the job must report to the supervisor to receive authorization for Associate Health Service assistance. Supervisors will refer all injured employees to the Associate Health Service when it is open. A supervisor may send ill employees home to the care of their private physicians. Where immediate attention is indicated for ill employees, supervisors will refer them to the Associate Health Service. If an employee is injured during a period during which the Associate Health Service is closed, the employee should report to the Emergency Department. For the initial visit to Associate Health Service or the Emergency Department for a work-related illness or injury, the employee will be paid for scheduled work time lost. For subsequent treatment for such work-related injuries, the employee must clock out (the payment for such time is covered under Workers' Compensation laws).
- B. All illnesses and injuries must be reported immediately after the occurrence. An Associate Occurrence Report must be filled out by the employee for each on-the-job injury and taken to the Associate Health Service or Emergency Department.
- C. The Hospital will only assume financial responsibilities for treatments or diagnostic studies performed in job-related illnesses or injury cases which have been timely and properly reported by the employee.
- D. Copies of Associate Occurrence Reports and Emergency Department Reports must be provided to employees upon request.

ARTICLE 59
SCHEDULING/WORK ASSIGNMENTS

Section 59.1 Schedule Development.

- A. Schedules for departments/units will be completed by the last Monday of the current schedule so they can be posted prior to going into effect. Therefore, employees who wish to sign up for extra shifts as outlined in this Agreement must do so by the Wednesday before the last Monday of the current schedule.

PECSH will continue to oversee/review self scheduling guidelines.

- B. Schedules will be developed using the following process:
 1. Schedule full-time and part-time employees for regular hours.
 2. Schedule full-time and part-time employees for extra shifts (excluding overtime or Weekend Staffers working an extra weekend shift).

- a. Full and part-time employees for same shift needs.
 - b. Full and part-time employees for other shift needs, i.e., day shift employee working extra shift on nights.
 - c. Qualified full and part-time employees from other departments/units provided they have met their obligation in their department/unit.
3. Schedule per diem employees.
4. Schedule employees for extra shifts (for overtime/on call).
- a. Full and part-time employees for same shift needs.
 - b. Full and part-time employees for other shift needs, i.e., day shift employee working extra shift on nights.
 - c. Per diem.
 - d. Qualified employees from other departments/units provided they have met their obligation in their department/unit.
5. After the above schedule process is completed, Supplemental Pool employees will be assigned by the appropriate Scheduling Supervisor of agency personnel (or their designee), followed by agency staff.

Departments/units are encouraged to utilize a needs list after the final schedule is posted, for employees to indicate the shifts they may be available to work.

- C. If schedules consistently do not meet staffing guidelines, a review by the Mutual Gains Committee will occur.

Section 59.2 Priority To Work.

- A. The priority to work will be given in the order set forth in Section 59.1(B) and employees will be cancelled in the reverse order of Section 59.1(B) in the event more staff are scheduled to work than are needed.

Employees scheduled to work will be given priority to work before those scheduled on-call.

- B. If an employee is on-call and agency personnel or a Supplemental Pool employee is sent or scheduled to work in the employee's department/unit, the on-call employee will be given the option to work. Supplemental Pool employees who are on-call will be given the option to work whenever there is agency personnel scheduled to work in their department/unit or within a department/unit in their work cluster.
- C. Full-time, part-time and per diem employees are given priority to work over Supplemental Pool employees and agency personnel, provided they notify the appropriate Manager (or their designee) of their desire to work at least two and one-half (2.5) hours prior to the start of the shift.
- D. Supplemental Pool employees are given priority to work over agency personnel, provided they notify the appropriate scheduling Supervisor (or their designee) of their desire to work at least two and one-half (2.5) hours prior to the start of the shift.

- E. If the employee is notifying the Employer of their availability to work more than 24 hours in advance, they will indicate their availability in writing to their Manager or designee. Notice of availability will not be accepted if submitted more than four weeks in advance. If the employee is notifying the Employer of their availability with less than 24 hours advance notice and they are on the premises, they must notify both their Manager or designee and the Nursing Office, where applicable, of their availability to work in writing. If the employee is notifying the Employer of their availability with less than 24 hours advance notice and they are not on the premises, they must notify both their Manager or designee and the Nursing Office, where applicable, of their availability to work verbally.

Section 59.3 Work Assignments: Floating For Nursing Services.

Commitment to Excellent Nursing Care. The Hospital and PECSH recognize that individual nurses need to have education, training and orientation to provide quality patient care. Prior to assigning a registered nurse to float, the Employer will ensure the nurse possesses the competencies necessary to provide safe and competent quality care to the assigned patients.

The Hospital will not float a nurse to another unit/area if that results in their home unit dropping below their staffing guidelines.

When a nurse is floated to a unit, they will receive orientation to the nursing unit or clinical area. All units will develop a floating checklist, including access codes and information needed to deliver patient care, by March 1, 2005.

Registered nurses are expected to use their clinical judgement in providing safe care for their patient. The exercise of this judgement includes making a decision as to whether the nurse's assignment would pose a direct threat to patients by floating.

A Professional Practice Concerns Committee will be established with two PECSH/two Management members to address concerns raised by nurses who feel their floating assignment was inappropriate. A concern form will be developed by the Committee. A form must be submitted by a nurse having concerns about an assignment, which will be sent to the Nursing Office and PECSH office. The unit's UBC will be asked to review and make recommendations to the Practice Concerns Committee. A report with the recommendations will be given to the Mutual Gains Committee quarterly.

- A. A nurse will not be floated outside of the nurse's work group unless by choice.

- B. The following units are considered individual work groups:

Critical Care Units - ICU, CICU, NICU, Stroke Unit *

Adult Acute Care: **

Subgroup A - Cardiac Progressive, Neuro Step-Down, Medical Intermediate, Cardiac Stepdown

Subgroup B - Ortho/Neuro, Women's Pavilion, Rehabilitation, Surgical Specialties, Oncology/Medical Specialties,

Children's - Pediatrics, RNICU, Pediatric Outpatient Surgery, Pediatric ICU

Obstetric - OB Special Care, Labor and Delivery, Mother/Baby Center

Behavioral Medicine - Adult Psych., Geriatric Psych., Substance Abuse
Infusion Therapy Units-ISIS, IVSD.

Nursing Departments not named above will be considered their own work group.

*Note: It is mutually understood that staff nurses in ICU, CICU, and NICU will go to the Emergency Department when needed and stay with a patient who will be admitted to their critical care unit while the patient's room is being prepared and then transport the patient to the room.

**Note: First priority will be given to floating a nurse within their subgroup. If there is not a need within that subgroup, the nurse may be floated to the other Adult Acute Care subgroup. If the nurse is floated out of their subgroup, their assignment will be based on the floated nurse's competency.

- C. Whenever a unit is over-staffed, the Employer will follow the procedure listed below:
1. The agency nurse will be canceled or floated to another work group. Next, the Supplemental Pool nurse will be canceled or floated to another unit in the Supplemental Pool nurse's work cluster. Nurses in the Supplemental Pool will not be floated outside their assigned work cluster(s) except by choice.
 2. The nurse from the over-staffed unit may be floated to any unit within their work group.
 3. The nurse from the over-staffed unit will be floated to any unit within their work group where a comparable nurse has been granted a voluntary administrative absence (AA).
 4. If no one wants a voluntary AA, a nurse from the over-staffed unit may be floated to a unit outside of their work group consistent with the nurse's competencies. This may mean the assignment may be modified to include a reduced assignment, provision of basic patient care, etc. If the nurse does not have the competency to assume a full assignment, the nurse will not be counted in the staffing numbers as a full caregiver.
- D. Closed units have an obligation to staff their unit. Whenever an open unit is over-staffed and there are no agency or Supplemental Pool nurses working in any units within their work group, a nurse from the over-staffed unit may be floated to other open units within that work group. Once all open units within that work group have been adequately staffed and there is still extra staff, a nurse from an open unit may be floated to a closed unit. A nurse from an open unit will be floated to a closed unit only when the closed unit has met all of its staffing guidelines.
- E. When a nurse on a unit obtains approval for a Supplemental Pool nurse to cover their scheduled shift, the Supplemental Pool nurse will not be floated from that unit unless the unit is over-staffed.
- F. A Supplemental Pool nurse can be floated from a closed unit before any administrative absences are given in the closed unit.

ARTICLE 60 **JURY DUTY**

Section 60.1 Notice of Jury Duty Summons. The Employer encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees must show their jury duty summons to their Manager as soon as possible so the Manager can make arrangements to accommodate their absence.

Section 60.2 Pay Rate. A full-time or part-time employee who is summoned and reports for jury duty prescribed by applicable law, will be paid the difference between the jury duty fee which they receive and their current base pay rate for their regularly scheduled work hours, provided the employee submits appropriate proof of fulfillment of the jury duty service requirement.

Section 60.3 Jury Duty-Work Considerations. The combined hours spent in jury duty and at work will not exceed the length of an employee's normal scheduled shift in a 24-hour period. The 24-hour period will begin at the time the employee is released for jury duty.

An employee who is scheduled to work beyond 11:00 p.m. before a required day of jury duty will be released from that scheduled shift by 11:30 p.m. Such employee will not be required to report back before 11:00 p.m. on a day on which they were in jury duty for four or more hours.

The employee is expected to return to work whenever the court schedule permits. Failure to follow the return to work requirements may result in discipline up to and including termination.

Section 60.4 Return to Position. An employee on jury duty leave will be returned to the same position.

Section 60.5 Probation Time Extension. A probationary employee summoned and reporting to jury duty shall have their probationary period extended by the period of time in which they were serving on jury duty.

ARTICLE 61 **WITNESS DUTY**

Section 61.1 Eligibility and Pay Rate for Witness Duty for Sparrow. If employees have been subpoenaed as witnesses for Sparrow or as a result of their normal job duties at Sparrow, they will receive pay for the entire period of witness duty at their current straight-time rate. This includes time spent giving or preparing for a deposition. If the period of witness duty causes overtime hours to be worked, non-exempt employees will be compensated per the Overtime Policy and salaried exempt employees shall receive compensatory time if eligible.

Section 61.2 Eligibility for Witness Duty for Party Other Than Sparrow. Employees will be granted time off to appear in court as a witness when requested by a party other than Sparrow. Employees are free to use any available paid leave benefit (e.g., vacation leave) to receive compensation for the period of this absence.

Section 61.3 Presentation of Subpoena. The subpoena must be shown to the employee's Manager and the Director of Risk Management immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence.

Section 61.4 Return to Work. The employee is expected to report to work whenever the court schedule permits.

ARTICLE 62
STAFFING

Section 62.1 Staffing Levels. The Employer agrees to maintain current staffing levels based upon 1999 budgeted hours per patient day except for the Intermediate Care Units which will be at 8.4 HPPD and PICU will be at 16.5 HPPD, based on the 2004 MOU, or the staffing plan on file as of November 1, 2004 for those areas that do not staff according to budgeted hours per patient day provided there has been agreed upon changes since 1999.

To ensure adequate numbers of staff in a unit/department, the Employer will not count the Assistant Department Managers in the daily RN staffing numbers on the inpatient units on a routine basis. It is recognized that the Assistant Department Manager may perform direct patient care duties to provide for staffing flexibility within each shift's scheduling to accommodate unpredictable variations in patient volume, acuity and resulting workload, to assist with coverage for breaks and meal periods, to relieve nurses who participate on workplace committees and those that need to complete their competencies.

In a mutual commitment to quality patient care, PECSH leadership, the staffing sub-committee co-chairs and the Employer leadership/management will meet yearly to review the staffing guidelines and the daily staffing levels. All Managers will submit staffing guidelines by January 5 of each year to the Mutual Gains Committee (MGC) for review and update. If a Manager fails to do so, the Manager/Director/Vice-President will attend the January MGC meeting to explain the reasons for the delay.

The Union recognizes that factors beyond the Employer's control, such as call-ins and unexpected fluctuations in census or acuity, may affect current staffing levels.

The Employer and the Union acknowledge that changes in the health care delivery system have and will continue to occur, and consequently, it is not possible to guarantee that current staffing levels will remain unchanged. If significant modifications to current staffing levels become necessary, the Employer will discuss the matter with the Union prior to making such modifications.

The Employer and the Union agree that concerns or disputes regarding staffing levels and overtime, call in (emergency call in and worked on call) and agency hours will be addressed. The Mutual Gains Committee will review on a monthly basis the overtime, call in and agency hours for each unit-refer to Article 46.1(b).

To reduce the current level of call-in hours worked and excessive overtime (in certain units), the Employer agrees to add certain FTEs to basic staffing for nursing units as set forth below.

Cost Center	Department Name	FTE's*
6020	Surgical Specialties	1.4

6018	Med/Surg Float	1.4
6023	CPCU	1.7
6024	NCU	1.8
6029	Women's Pavilion	3.9
6031	Ortho/Neuro	0.2
6032	NSDU	0.9
6035	Medical Intermediate	1.1
6038	Stroke	1.2
6039	CSDU	2.4
6085	Mother Baby	1.7
6120	ICU	1.7
6123	RNICU	2.4
6140	CCU	1.4
6192	L&D	1.3
6231	ED	5
6019	CC Float	5

*The parties recognize that these additional FTEs added to basic staffing are based on a conversion of premium pay hours to regular rate hours; these FTEs do not represent additional hours of work but are intended to be regular scheduled hours/positions.

Section 62.2 Staffing Concern Procedure. If an employee believes that their unit or department is short-staffed as of the beginning of the shift based on the staffing levels set forth above, the employee will promptly inform the Assistant Department Manager, Manager or Administrative Supervisor verbally, who will investigate the matter and correct any existing staffing shortage to the extent possible. The employee will also document the short staffing concern and send copies to the Nursing Office where applicable, PECSH, and the Manager. The Employer will make every effort to resolve staffing shortages beyond its control, but if it is unable to do so, the staffing incentives set forth below do not apply. If the Employer fails to correct a staffing shortage within eight hours of the start of the employee's shift, it will contribute \$200 per such understaffed unit or department per day to the unit or department to be used as the employees within the unit or department decide for the benefit of the unit or department and/or its members. If the Employer has used its best efforts to correct a staffing shortage and it becomes necessary for an Assistant Department Manager to take a full patient assignment to correct the staffing shortage and to meet the required staffing number, the staffing shortage contribution will not apply. If a unit or department has been assessed the short staffing fine five times in a calendar month, the following shall meet to bring such unit or department into compliance. These individuals shall meet within five days.

1. Chief Operating Officer
2. V.P. Human Resources or Director, LAR
3. V.P. for Division, or designee
4. Department Director
5. Department Manager
6. Management and MNA Staffing Subcommittee Representatives
7. MNA Labor Relations Representative
8. Staff Council President/Chairperson(s) or designee(s)
9. Staff Member of Mutual Gains Committee
10. Staff Member from the Unit or Department

At monthly MGC meetings, the Staffing Subcommittee will report on the staffing concerns received and the results of their review. If the joint Staffing Subcommittee identifies staffing trends that are unable to be resolved with the Manager, the concerns will be taken to the Vice-President.

Section 62.3 Staffing Concern Procedure and Appeal Process. An employee believing that a staffing situation has occurred will notify the Administration's representative promptly and file a Documentation of Staffing Concern form within seven days. This form will be reviewed by the Manager and a written response will be made. The completed form and the Manager's response will be reviewed by the Staffing Subcommittee of the MGC and by consensus a recommendation concerning the \$200 payment per Section 62.2 will be made.

When consensus is not reached by the Staffing Subcommittee, or a party chooses to appeal the decision of the Staffing Subcommittee, the matter may be appealed to the MGC not later than 14 days after notice of the decision. If consensus is not reached by the MGC, or a party chooses to appeal the decision of the MGC, the matter may be appealed to arbitration within 14 days by written notification to MGC. Once a request is filed for arbitration, an employee who appeals may retain rights to representation through PECSH/MNA.

A special panel of arbitrators (2 or 3) will be selected by the MGC and contacted as the need arises. Disputes are to be heard and disposed of by a single arbitrator chosen from the panel. More than one dispute may be brought before an arbitrator during a sitting.

The arbitrator's authority is limited to that which is described in Article 18, Section 18.5. In particular, the special arbitrator would be called to make a final determination only where a known factual circumstance has raised the issue of a \$200 payment under Article 62. No prior deliberations of the MGC may be introduced as evidence in support of either party's position in arbitration. Article 18, Section 18.8 also applies.

Section 62.4 Staffing Considerations. Appropriate staffing levels for a patient care unit reflect analysis of individual and aggregate patient needs. When evaluating the staffing level changes in units on a daily basis in the Hospital, the following factors should be considered by both management and staff:

1. Number of total patients
2. Level of intensity of patients for whom care is being provided
3. Level of preparation and experience of those providing care
4. Availability of float pool/per diem staff
5. Other factors that are deemed appropriate on a unit-by-unit basis

Section 62.5 Flexible Scheduling. Sparrow Hospital and the Michigan Nurses Association are committed to developing scheduling alternatives that provide employees with flexibility and provide adequate staffing. Scheduling alternatives should be designed to achieve quality of patient care indices, meet organizational outcomes, and enhance the quality of work life for employees.

The parties will develop a model(s) that may be utilized by departments/units to create opportunities for employees to work flexible shifts. It is recognized that those alternatives may look different across departments and units. Flexible shifts could include, but not be limited to, the creation of part-time weekend staffing positions, 10 hour shifts of seven days on/seven days off with full-time benefits, four hour shifts, eight hour shifts, job share options, etc.

Within 60 days of ratification of this Agreement, the parties will identify a department(s)/unit(s) where flexible shift alternatives will be developed. The parties will make every effort to implement flexible scheduling if it meets the criteria described in paragraph one. Where flexible shift alternatives have been implemented, they will be evaluated on an ongoing basis to assess their effectiveness and address problems encountered. The Employer and Association will educate Managers and employees about the parties' mutual commitment to the creation of flexible shifts.

An example of a flexible schedule is:

- Two seven (7) on and seven (7) off positions – 10:00 p.m. to 8:00 a.m.
- One ten (10) hour position – 12:00 p.m. to 10:00 p.m. (four days a week with no weekends)
- One four (4) hour position – 8:00 a.m. to 12:00 p.m.
- One Weekend Staffing position

The following principles will apply to employees who accept seven ten (10) hour shift positions with seven days off:

- Employees will be considered full-time under Article 10, Section 10.1.
- Schedules will not include weekly overtime.
- Employees will be scheduled to work only on holidays which fall within their regular schedule of work.
- Employees will have no more than seven consecutive scheduled days off.

Section 62.6(a) Float Pools. To assist with fluctuations in the need and availability for nurses, the Employer will have three float pools: Critical Care, Medical/Surgical and Intermediate. The Employer agrees to post and hire nurses into each Float Pool.

Section 62.6(b) The Employer will maintain an open posting for the Supplemental Pool.

ARTICLE 63

MUTUAL GAINS COMMITTEE

Section 63.1 Mutual Gains Commitment. The Union and the Employer recognize that changes in the health care delivery system have and will continue to occur while recognizing the common goal of providing quality patient care. The parties also recognize that employees should participate in decisions affecting delivery of patient care and related terms and conditions of employment. Both parties have a mutual interest in developing delivery systems which will provide quality care on a cost efficient basis which recognizes the accountability of employees under state law, such as the Nurse Practice Act, and applicable accreditation bodies. As an outgrowth of these negotiations, the Employer and the Union expressed a mutual commitment that employees receive a full measure of job security and mutual recognition and that this measure of job security can only be realized within a work environment which promotes operational effectiveness and efficiency. The parties have established the following mechanisms for the discussion and good faith consideration of these issues.

Section 63.2 Mutual Gains Committee. The willingness of the parties to reach these understandings has led to the creation of the Mutual Gains Committee (MGC) which will consist

of seven Employer representatives and seven Union representatives. The Union representatives shall be elected from the bargaining unit by the membership.

The Association and the Employer have acknowledged that matters of mutual concern which affect the quality of care and related services are within the scope of the MGC. The MGC reserves the option of calling for the formation of subcommittees to deal with particular professional concerns that may arise from time to time.

Section 63.3 Significant Workplace Restructuring. If the Employer develops plans to implement workplace restructuring efforts that involve significant changes in: the type and amount of patient care to be given; the types of personnel which should be used to deliver the needed care; assigning responsibilities for patient care; and the job responsibilities of bargaining unit employees, notice shall be given to the Union. The specific principles and mechanisms to address changes are currently being discussed between the parties, but it is generally understood that any work redesign and/or staffing committees shall be equally representative of the Employer and bargaining unit membership. All decisions regarding significant workplace restructuring which directly affect employees shall be reached through a consensus process between the Employer and the Union. When a consensus is reached, the changes agreed to will be implemented only after ratification by a simple majority of the employees in the affected unit. A trial period not to exceed eight weeks may be undertaken without a vote, upon recommendation of the joint unit committee. Throughout the planning, implementation and evaluation of this process and staffing in general, the Employer, employees and the Union shall remain committed to the preservation of excellence.

Section 63.4 Release Time for Joint Collaboration. The Mutual Gains Committee will develop and implement a plan for joint collaborative training of PECSH members and management. In addition the Mutual Gains Committee will attend a training program on joint collaborative relationships annually, or as often as the Committee deems appropriate.

To further the opening provisions of this Agreement and facilitate the participation of PECSH Representatives in the work of the MGC and other joint cooperative efforts in the administration and operation under this Agreement, release time in addition to those hours specified in Article 4 will be provided.

Section 63.5 Continuous Quality Improvement. The Employer and the Union recognize the value of the Union's participation in quality improvement teams that affect bargaining unit members and commit to that participation. To that end, through the mutual gains process, PECSH will appoint a representative(s) to those teams. If PECSH becomes aware of a quality improvement team on which it believes it should have representation, PECSH will bring the matter to the attention of the Mutual Gains Committee for resolution.

If the employees of any unit or department have concerns about the quality of care or service resulting from insufficient staff or other reasons, the employees shall provide notice to the Employer.

Section 63.5(a) Continuous Quality Improvement – Nursing. The Association and the Employer recognize the need for data that links nursing care and nursing skill mix to positive patient outcomes. Both parties recognize their responsibility to identify, gather and assess data and other information necessary to improve performance. Unit specific data measurements will be made available to employees within their respective units through the use of the current patient

report cards. This information will enhance the work of the Unit Based Councils and ensure evaluation of practice outcomes.

Further, the Mutual Gains Committee will share the outcomes to ensure the parties' goal of continuous quality improvement. The following measures will be collected and shared with the Mutual Gains Committee on a regular basis:

1. Patient fall rates
2. Patient satisfaction
3. Nurse staff satisfaction
4. Medication error rates
5. Total nursing care hours worked
6. Mix of staff
7. Skin integrity risk assessment

The Assistant Department Manager/ Manager and the Unit Based Council will review any documentation audits on at least an annual basis. The Assistant Department Manager/ Manager and Unit Based Council will assess the data and consider methods to improve the quality of care. The Unit Based Council will share outcomes with the Mutual Gains Committee upon request.

Section 63.5(b) Continuous Quality Improvement – Other Professionals. The Mutual Gains Committee will also consider objective data which measure quality improvement within other professional classifications within the PECOSH bargaining unit including but not limited to Laboratory, Radiology, Pharmacy, and Behavioral Health. The parties will meet within 60 days of ratification of the Agreement to consider the relevance of specific data that measure the quality of the services being provided within other professional classifications.

Section 63.6 Recruitment and Retention Subcommittee. A subcommittee of the Mutual Gains Committee composed of members of management and PECOSH, appointed by the respective Committee members, will comprise the Recruitment and Retention (R&R) Subcommittee. The Subcommittee will be responsible for making recommendations on recruitment and retention issues.

Section 63.7(a) Joint Initiatives. Annually, the Employer and the Union will identify joint initiatives to improve the quality of care, recruitment and retention, and community outreach, which the parties will work actively to achieve.

Section 63.7(b) Mutual Commitment to Excellence. Sparrow Hospital and the Michigan Nurses Association will continue to work together to enhance the recruitment and retention of professional employees. The parties will continue to explore avenues to measure success against national standards. To that end, up to two PECOSH appointed representatives will serve on committees and councils established to help reach national standards.

In addition, PECOSH will appoint up to two representatives to serve on all committees where mandatory subjects of bargaining will be discussed with PECOSH employees. The appointed representative(s) and the Manger will work together to facilitate attendance at these meetings.

Section 63.7(c) PECOSH may appoint two representatives to the Value Analysis Team as well as two representatives to the Hospital Safety Committee.

Section 63.8 Board of Directors.

- A. The Vice-President of Human Resources and the PECSH President will provide an annual report on the ongoing mutual gains relationship to the Employer's Board of Directors.
- B. The PECSH President may attend, with the Vice-President of Patient Care Services, meetings of the Quality Subcommittee of the Employer's Board of Directors at the invitation of the Chair of the Subcommittee. The PECSH President will be invited to attend these Quality Subcommittee meetings at least twice a year.

ARTICLE 64
TRANSITIONAL WORK PROGRAM

Section 64.1 The Employer and PECSH/MNA desire to identify work opportunities for employees with temporary work restrictions or work restrictions of extended duration that impair an employee's ability to perform the essential functions of their job. The Employer and PECSH/MNA have a mutual interest in a program that will enable an employee to return to their former position whenever and as soon as possible and, if they are unable to do so, provide assistance to an employee to transition to other employment.

Section 64.2 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. These positions might include:

- Restructuring the employee's current position
- Restructuring duties within the employee's department/unit to create a "restricted duty" position
- Creating a "restricted duty" position in another department/unit
- Creating a "buddy arrangement" where employees pair up to perform a work assignment
- Placing an employee in a position that would otherwise be performed by a volunteer

Section 64.3 The Employer may designate certain positions as "restricted duty," into which employees with work restrictions may be directly placed without posting the position (for example, admissions nurse coordinator, utilization review, etc.).

Section 64.4 The Employer will create a "restricted duty" float pool for employees with work restrictions, who would be assigned to positions consistent with their abilities and limitations, on a temporary basis.

Section 64.5 A joint Employer/PECSH committee will be developed to review and make recommendations on "restricted duty" cases, to achieve the objectives set forth above. The committee may make recommendations regarding position placement, career counseling, educational assistance, and other relevant matters.

Section 64.6 Employees with restrictions which are anticipated to last at least 24 months, and who have at least 10 years of bargaining unit seniority, will be deemed intradepartmental candidates for purposes of bidding on job vacancies.

ARTICLE 65

SAVING CLAUSE

Section 65.1 If any part of this Agreement is held to be in violation of any state or federal law, the provision held to be invalid shall be of no force and effect, but all the other provisions of this Agreement shall continue to be binding upon the parties.

Section 65.2 If any article or section of this Agreement, or any addendum thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with any article or section should be restrained by such tribunal, the remainder of this Agreement and any addendum thereto 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, addendum or portion thereof.

ARTICLE 66 **ENTIRE AGREEMENT**

Section 66.1 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 for 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.

Section 66.2 Therefore, the Hospital and the Union, for life of this Agreement, each voluntarily and unqualifiedly waives its statutory and contractual right to bargain, and agrees that the other shall not be obligated to bargain collectively 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 or contemplation of either or both parties at the time they negotiated and signed this Agreement. The waiver contained in this Article is intended to apply not only to (1) the proposal of changes in or additions to language contained in this Agreement, but also to (2) the right to bargain about specific decisions made and actions taken during the term of this Agreement with respect to the above described subjects.

Section 66.3 Unless specifically so provided in this Agreement to the contrary, past practices shall not be binding on either party.

Memorandum of Understanding

During the negotiations of the Collective Bargaining Agreement between the Michigan Nurses Association (“Union”) and Sparrow Hospital Association (“Employer”) certain understandings were reached on a variety of subjects. This is to memorialize particular understandings which may not be explicitly described in the body of the Collective Bargaining Agreement signed by the parties and memoranda attached thereto.

References to Former St. Lawrence/Dimondale Center Employees

Any reference to St. Lawrence Hospital (S.L.H), former St. Lawrence Hospital employees, Dimondale Center (D.C.) employees is understood to be those employees actively employed at those institutions on the date of merger.

Clinical Laboratory Technologists

The Michigan Nurses Association and Sparrow Hospital mutually agree that the qualifications for a Clinical Laboratory Technologist (CLT) will be a Bachelor’s degree in forensic science, biological science, chemistry, microbiology, or related field and ASCP certification in the particular discipline if ASCP certification is available.

The parties further agree that there will be a limit of 10 CLT testing personnel in the Laboratory, with the exclusion of the Toxicology cost center.

The Mutual Gains Committee must approve any revisions or exceptions to this agreement.

Non-Registered Nuclear Medicine Technologist

Sparrow Hospital will not employ more than two Non-Registered Nuclear Medicine Technologists in the Nuclear Medicine Department at Sparrow Hospital at any given time. The Non-Registered Nuclear Medicine Technologists must be students who are doing their internship at Sparrow Hospital. The Non-Registered Nuclear Medicine Technologists may work in a per diem classification and shall not hold a regular Nuclear Medicine Technologist position and are therefore not included in the MNA bargaining unit. The Non-Registered Nuclear Medicine Technologists shall be permitted to work paid hours only if at least one of the following conditions exists: there are posted vacancies in the department; the Non-Registered Nuclear Medicine Technologist(s) is/are replacing a Registered Nuclear Medicine Technologist(s) who is/are not working due to illness, holidays, leaves, vacations; or, the Non-Registered Nuclear Medicine Technologist(s) is/are needed due to increased workload. Non-Registered Nuclear Medicine Technologists shall not be permitted to perform duties in the department unless a Registered Nuclear Medicine Technologist is in the building.

This MOU does not in any way prohibit or otherwise affect Non-Registered Nuclear Medicine Technologists from completing clinical hours necessary for their educational program in an unpaid status.

Mutual Commitment to Excellence

Sparrow Hospital and the Michigan Nurses Association will continue to work together to create an environment to attract and retain professional employees. The parties will continue to explore avenues to measure success against national standards including a thorough exploration of the requirements to become a Magnet Hospital.

MEMORANDUM OF UNDERSTANDING

FLOAT DIFFERENTIAL - OBSTETRIC SERVICES

This Memorandum of Understanding (“MOU”) is entered into by and between Sparrow Hospital (“Employer”) and the Michigan Nurses Association (“Union”) and is intended to memorialize agreements reached by the parties with respect to the separation of the Obstetric Services Cost Center 6190 into 2 cost centers, as follows:

<u>Cost Center Number</u>	<u>Cost Center Name</u>
6192	Labor and Delivery/Triage
6193	OB Special Care

As a result of this modification, Cost Center 6190 will no longer exist.

The parties understand that the creation of the new cost centers is based upon a business need to track expenses and does not modify the work assignments of Clinical Registered Nurses whose home department/unit was formerly Cost Center 6190. These 2 new cost centers shall constitute 1 department/unit, Obstetric Services, for purposes provided in the Sparrow/MNA Agreement.

The parties agree that any Clinical Registered Nurse whose home department/unit is Cost Center 6192 or 6193 will not be eligible for the float differential provided in Article 47, Section 47.9 of the Sparrow/MNA Agreement when working hours in any of the 2 such cost centers.

This MOU will be in effect until October 31, 2010.

MEMORANDUM OF UNDERSTANDING
Dialysis Time-Limited Premium

This Memorandum of Understanding ("MOU") is entered into by and between Sparrow Hospital ("Employer") and the Michigan Nurses Association ("Union") and is intended to memorialize agreements reached by the parties with respect to a time-limited premium for qualified Clinical Registered Nurses in the Dialysis Unit (as identified below) working at the Dialysis site(s). This MOU shall be in effect until October 31, 2010.

Eligibility:

Full-time, part-time and per diem Clinical Registered Nurses in the Dialysis Unit are eligible for the Dialysis premium for the period defined in the paragraph above.

New Hires to the Dialysis Unit:

A Clinical Registered Nurse hired by the Employer into the Dialysis Unit will be paid a base hourly wage in accordance with the provisions of Article 52, Wages.

Current Clinical Registered Nurses in the Dialysis Unit:

A Clinical Registered Nurse currently working in the Dialysis Unit will continue to be paid their base hourly wage in accordance with the provisions of Article 52, Wages.

Clinical Registered Nurse Transfers into the Dialysis Unit:

A Clinical Registered Nurse transferring into the Dialysis Unit will be paid a base hourly wage in accordance with the provisions of Article 52, Wages.

Dialysis Time-Limited Premium:

A Clinical Registered Nurse hired, transferred, or currently working in a position in the Dialysis Unit will receive a premium of up to \$4.00/hour (provided that the base hourly wage in combination with such premium cannot exceed the maximum pay rate on the applicable pay scale), for hours worked in the Dialysis Unit when the following criteria are met: (1) the nurse has 60 months or more of dialysis experience as determined by the Employer; (2) the nurse is CRRT certified and maintains that certification; (3) the nurse works a sufficient number of hours as determined by the Employer in the Inpatient site(s) to maintain Dialysis acute care and CRRT competencies; and (4) the nurse is assigned to the on-call rotation.

The nurse will not receive the Dialysis premium if they transfer from the Dialysis Unit, if they work in another department/unit, or if the nurse fails to meet the four criteria for payment of the premium listed in the above paragraph.

Memorandum of Understanding

Emergency Room and Pediatric Emergency Room

This Memorandum of Understanding (“MOU”) is entered into by and between Sparrow Hospital (“Employer”) and the Michigan Nurses Association (“Union”) and is intended to memorialize agreements reached by the parties with respect to Cost Center 6231 Emergency Room and Cost Center 6241 Pediatric Emergency Room.

The parties understand that the Cost Center 6231 and 6241 need to allocate expenses. These 2 cost centers collectively constitute 1 department/unit, for purposes provided in the Sparrow/MNA Agreement.

Therefore, the parties agree that any Clinical Registered Nurse whose home Cost Center is 6231 or 6241 will not be eligible for the float differential provided in Article 47 Section 47.9 of the Sparrow/MNA Agreement when working hours in either of the 2 cost centers.

The parties further agree that any employee whose home Cost Center is 6231 or 6241, who bids for a vacancy in either Cost Center 6231 or 6241 Cost Center, will be considered an intra-departmental applicant, as provided in Article 11 of the Sparrow Agreement.

This MOU will be in affect until October 31, 2010.

MEMORANDUM OF UNDERSTANDING

**FLOAT DIFFERENTIAL - PEDIATRIC AMBULATORY
SERVICES/SUBSPECIALITY CLINIC**

This Memorandum of Understanding ("MOU") is entered into by and between Sparrow Hospital ("Employer") and the Michigan Nurses Association ("Union") and is intended to memorialize agreements reached by the parties with respect to the separation of the Pediatric Ambulatory Services/Subspecialty Clinic Cost Center 6055 into 6 cost centers, as follows:

<u>Cost Center Number</u>	<u>Cost Center Name</u>
6090	Other Pediatric Clinics/Administration
6091	Pediatric Endocrinology
6092	Pediatric Gastroenterology
6093	Pediatric Nephrology
6094	Pediatric Orthopedics
6095	Pediatric Pulmonology

As a result of this modification, Cost Center 6055 will no longer exist.

The parties understand that the creation of the new cost centers is based upon a business need to track expenses and does not modify the work assignments of Clinical Registered Nurses whose home department/unit was formerly Cost Center 6055. These 6 new cost centers shall constitute 1 department/unit, Pediatric Ambulatory Services, for purposes provided in the Sparrow/MNA Agreement.

The parties agree that any Clinical Registered Nurse whose home department/unit is Cost Center 6090, 6091, 6092, 6093, 6094, or 6095 will not be eligible for the float differential provided in

Article 47, Section 47.9 of the Sparrow/MNA Agreement when working hours in any of the 6 such cost centers.

This MOU will be in effect until October 31, 2010.

MEMORANDUM OF UNDERSTANDING
HOSPICE SERVICES DEPARTMENT

This Memorandum of Understanding ("MOU") is entered into by and between Sparrow Hospital ("Employer") and the Michigan Nurses Association ("Union") and is intended to memorialize agreements reached by the parties with respect to Cost Center 6070 (Hospice House) and Cost Center 6071 (Home Hospice).

The parties understand that the Cost Centers 6070 and 6071 are separated based upon a business need to track expenses only. These 2 cost centers collectively constitute 1 department/unit, Hospice Services, for purposes provided in the Sparrow/MNA Agreement.

Therefore, the parties agree that any Clinical Registered Nurse whose home Cost Center is 6070 or 6071 will not be eligible for the float differential provided in Article 47, Section 47.9 of the Sparrow/MNA Agreement when working hours in either of the 2 such cost centers.

The parties further agree that any employee whose home Cost Center is 6070 or 6071, who bids for a vacancy in either Cost Center 6070 or Cost Center 6071, will be considered an intra-departmental applicant, as provided in Article 11 of the Sparrow/MNA Agreement.

This MOU will be in effect until October 31, 2010.

MEMORANDUM OF UNDERSTANDING
HOSPICE AFTER HOURS COVERAGE

This Memorandum of Understanding ("MOU") is entered into by and between Sparrow Hospital ("Employer") and the Michigan Nurses Association ("MNA") and its affiliate the Professional Employee Council of Sparrow Hospital ("PECSH") and is intended to memorialize agreements reached by the parties with respect to after hours coverage for the Home Hospice Program by the Clinical Registered Nurse - Hospice After Hours classification. The Employer and MNA/PECSH agree as follows:

- (1) A new classification, Clinical Registered Nurse - Hospice After Hours is established.
- (2) Scheduling/Work Requirements:
 - a. An employee in the Clinical Registered Nurse - Hospice After Hours classification will be scheduled to work seven days on/seven days off.
 - b. The hours of work for such employee will be:
 - Weekdays: 4:30 p.m. to 8:00 a.m.
 - Weekends: Saturday (8:00 a.m. Saturday through 8:00 a.m. Sunday) and Sunday (8:00 a.m. Sunday through 8:00 a.m. Monday).

- (3) Compensation
- a. The Clinical Registered Nurse - Hospice After Hours classification will be considered a Clinical Registered Nurse for the purposes of Article 52, Wages, under the Sparrow/MNA Agreement (“CBA”).
 - b. An employee in such classification is classified as salaried, exempt and is not eligible for overtime.
 - c. An employee in such classification is ineligible for on-call/call-in pay, emergency call-in pay, shift and weekend differential, charge pay, holiday pay and holiday work premium as provided under the CBA.
 - d. A part-time employee in such classification will be considered 0.4 FTE (full-time equivalent).
 - e. Such part-time employee taking a day off which is eligible for payments as a vacation or personal day, for illness or injury income, or for bereavement pay, on a weekday, will be paid the equivalent of three hours at their base hourly rate and on a weekend, will be paid the equivalent of eight and one-half (8.5) hours at their base hourly rate.
 - f. Such part-time employee who works on a holiday recognized under the CBA, will be paid their regular salary for such holiday and a holiday bonus of \$250.00, and will be ineligible for the holiday compensation provisions of Article 36 of the CBA.
 - g. Such part-time employee scheduled to work during the hours of 8:00 a.m. to 5:00 p.m. will be paid as provided in Article 42, Section 42.4 of the CBA. Hours worked in excess of 80 per pay period will be eligible for the payment provided in Section 42.6.

(4) Benefits:

A part-time employee in the Clinical Registered Nurse - Hospice After Hours classification will be considered benefit eligible, and will be eligible for the part-time salaried benefits provided under the CBA.

When a position covered by this MOU is vacated, the parties will discuss the continued applicability of and need for the MOU.

This MOU will be in effect until October 31, 2010.

Memorandum of Understanding
Weight Management Center

This Memorandum of Understanding (“MOU”) is entered into by and between Sparrow Hospital (“Employer”) and the Michigan Nurses Association (“Union”) and is intended to memorialize agreements reached by the parties with respect to Cost Center 7135 Weight Management and Cost Center 7136 Bariatric Surgery.

The parties understand that the Cost Center 7135 and 7136 need to allocate expenses. These 2 cost centers collectively constitute 1 department/unit, for purposes provided in the Sparrow/MNA Agreement.

Therefore, the parties agree that any Clinical Registered Nurse whose home Cost Center is 7135 or 7136 will not be eligible for the float differential provided in Article 47 Section 47.9 of the Sparrow/MNA Agreement when working hours in either of the 2 cost centers.

The parties further agree that any employee whose home Cost Center is 7135 or 7136, who bids for a vacancy in either Cost Center 7135 or Cost Center 7136, will be considered an intra-departmental applicant, as provided in Article 11 of the Sparrow Agreement.

This MOU will be in affect until October 31, 2010.

ARTICLE 67
TERMS OF AGREEMENT

This Agreement shall be effective November 1, 2007, and shall continue in effect until midnight, October 31, 2010, and from year to year thereafter unless at least 90 days prior thereto written notice of desire to terminate or to make changes in this Agreement is served by either party upon the other.

In Witness Whereof, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this 27th day of August, 2008.

MICHIGAN NURSES ASSOCIATION

SPARROW HOSPITAL

By _____

By _____
