

Collective Bargaining Agreement  
between  
Michigan Nurses Association  
and  
Aspirus Keweenaw Hospital & Clinics  
2022 - 2025

## ARTICLE 1 AGREEMENT

1.1 This agreement is entered into this term of 2022 to 2025 by and between Aspirus Keweenaw Hospital ("Employer"), 205 Osceola St., Laurium, Michigan, 49913 and the Michigan Nurse's Association ("MNA"), 2310 Jolly Oak Road, Okemos, Michigan, 48864 on behalf of those Registered Nurses defined in Article 2 - Recognition of the Union.

## ARTICLE 2 RECOGNITION OF THE UNION

2.1 Pursuant to and in accordance with all applicable provisions of the NLRA, the Hospital does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all the employees of the Hospital included in the bargaining unit described below:

2.2 All full-time and regular part-time and occasional registered nurses and house supervisors employed by the Employer at its facility located at 205 Osceola St., Laurium, Michigan, 49913; but excluding all other employees, guards, and supervisors as defined by the Act.

## ARTICLE 3 RECOGNITION OF ASPIRUS KEWEENAW'S RIGHT TO MANAGE

3.1 The Association recognizes and agrees that Management has the right to govern all aspects of operating Aspirus Keweenaw and to direct its entire work force at all times, provided, however, that such right shall not be construed as authorization to violate any provision of this Agreement. The MNA agrees it will not disrupt or interfere with the sole and exclusive right and responsibility of Management to manage and operate Aspirus Keweenaw. Generally, this includes, but is not limited to

the right to: hire, suspend, discipline, discharge with cause, promote, demote, assign; layoff, recall or relieve Registered Nurses; determine by interview, performance, written test or other objective means to measure the ability, aptitude, and/or qualifications of individual Registered Nurse for assignment to, employment in or promotion to, the various positions and job classifications; enforce and maintain discipline and efficiency among Registered Nurses; determine the nature, scope, and type of facilities and services provided by Aspirus Keweenaw Hospital & Clinics and alter and install new facilities.

3.2 Further, the Association recognizes Aspirus Keweenaw's right to publish policies and regulations governing the Registered Nurses and others using Aspirus Keweenaw, and to revise, change, or institute new policies, rules, and regulations provided it does not conflict with the Collective Bargaining Agreement.

3.3 A Registered Nurse shall not be required to carry out any order or instruction by Aspirus Keweenaw if so doing would jeopardize the health or safety of themselves, patients or others beyond the risks inherent in the occupation. In reviewing a practice, Aspirus Keweenaw will consider the Registered Nurse's professional obligations and responsibilities to the patient, to their profession, to Aspirus Keweenaw, and to themselves.

3.4 The parties agree that staffing decisions, including but not necessarily limited to the determination and selection of adequate staffing of Aspirus Keweenaw, the filling of position vacancies, and the determination of how best to utilize the training and competence of all personnel, is a managerial right, subject to the terms and conditions of this agreement.

## ARTICLE 4

### ASSOCIATION MEMBERSHIP AND SECURITY

#### 4.1 Union Security

Employees covered by this Agreement may voluntarily elect to join the Union or continue membership in the Union.

Each employee who intends to voluntarily pay dues may sign a payroll deduction authorization or pay dues directly to the Association. Names, addresses, date of hire and salary rates of nurses employed in the positions covered by this Agreement shall be provided on a monthly basis to the Association by the Employer. Names of employees promoted to permanent positions shall be provided to the Association. Names and hire dates of temporary and contingency employees shall be provided to the Association within fourteen (14) days of date of hire. Payroll deduction authorizations shall be sent to the Association. The Hospital shall provide the Association and Staff Council a quarterly list of calculated hours for temporary and contingency employees.

#### 4.2 New Employees

Newly hired employees shall have the right to voluntarily elect to join the Union. A member of the bargaining committee shall have the right to meet with any new employee for fifteen (15) minutes of unpaid time during orientation.

#### 4.3 Dues Deduction

During the life of this Agreement the Employer agrees to deduct Union membership dues from each employee, unless employee has elected not to pay dues and completes the Payroll Dues Deduction Withdrawal Authorization Form within the timelines identified in this Article.

Dues shall be deducted twice per month (bi-monthly) in equal installments with appropriate notice of leaves, layoffs, or other reason no deduction is made in a given payroll period. The Association will notify the Employer in writing of the proper dues to be deducted. Dues, which are deducted, shall be sent to the Michigan Nurses Association, 2310 Jolly Oak Road, Okemos, Michigan 48864.

The Hospital's remittance will be deemed correct unless the Union gives written notice to the Hospital within four (4) weeks after a remittance is sent, with reason(s) that the remittance is incorrect. If the Hospital and the Union are unable to resolve such a matter by discussion, the Union shall submit it in Step 3 of the Grievance Procedure, within five (5) days after the date of the discussion. Failure to do so shall constitute its withdrawal of the matter, without recourse.

The Union agrees to indemnify and hold the Hospital harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of the amounts to cover his/her obligations of the Union. The Union assumes full responsibility for the disposition of the deduction so made, once they have been sent to the Union.

#### 4.4 Employees Right to Opt-Out

An employee shall be subject to check-off deductions beginning on January 1 of the year, unless the employee has provided the Union and Employer with written intent to cease paying dues. The local union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

Existing employees may withdraw authorization on a yearly basis by providing written notice between December 1 and December 31 of any year. Hereafter, the dues deduction shall be automatic unless the employee provides written notice of his/her intention to cease dues deduction.

#### 4.5 Check-off of Association Dues

The Hospital agrees to deduct from the wages of all nurses who are members of the Association, all membership dues, as provided in a written authorization in accordance with the standard form provided by, the Association, provided that the said form shall be executed by the nurse. This written authorization shall be effective and irrevocable for a period of one year from the date hereof or up to the termination date of this Agreement, whichever is sooner. The authorization shall continue in full force and effect for yearly periods beyond the irrevocable period above and each subsequent yearly period shall be similarly irrevocable unless revoked by written notice given not more than thirty (30)

days prior to the expiration of any irrevocable period. Such revocation shall be affected by written notice by certified mail to both the Hospital and the Association.

#### 4.6 No Strike/No Lock Out

The parties of this Agreement concur that the services provided by the employees are essential to the public health, safety and welfare. The Association recognizes and agrees that members of the bargaining unit under this Agreement will not engage in or encourage any strikes, (including sympathy strikes) sit-downs, stay-ins, slowdowns or similar actions which would interfere with the treatment or welfare of the patients during the effective period of this Agreement or any extension of this Agreement.

Should the Association be notified that such action(s) stated above is taking place, positive action to stop or prevent this action(s) will be taken.

The Hospital shall have the right to discipline or discharge any employees participating with such prohibited conduct and the Association agrees not to oppose such action. It is understood, however, the Association shall have recourse to the grievance procedure as to matters of fact in the alleged action of such employees.

The Hospital will not lock out any employees during the term of this Agreement or any extension of this Agreement.

## ARTICLE 5

### ASSOCIATION REPRESENTATION

5.1 In addition to the Michigan Nurses Association Labor Relations Representative(s), Aspirus Keweenaw Hospital will recognize up to five (5) Staff Council Stewards who are bargaining unit Registered Nurses. The Association agrees to provide a list of such representatives to Aspirus Keweenaw Hospital. One (1) Staff Council Steward during their working hours shall be permitted to investigate and present grievances to Aspirus Keweenaw Hospital, without loss of pay, after receiving permission from the supervisor if such investigation/presentation requires time away from their work area. Supervisory "permission" shall not be unreasonably withheld.

5.2 Union Access: Authorized representatives of the Union shall be permitted to visit the Hospital during normal working hours for the purpose of discussing matters covered by this Agreement provided there is no interference with the work of the employees and provided the Union notifies the Employer prior to the occurrence of said visits.

5.3 Conference Rooms: The Union may request and be granted reasonable use of conference rooms in the Hospital.

#### 5.4 Association Orientation

Aspirus Keweenaw Hospital agrees to notify the Union of new Registered Nurses who will be participating in the new employee orientation. The Union will be given an opportunity of up to 15 minutes of time to meet with the Registered Nurses to inform them of their rights under the agreement and provide necessary documents.

#### 5.5 Association Bulletin Boards

Aspirus Keweenaw Hospital will provide, at a mutually agreed upon locations, Michigan Nurses Association bulletin boards which may be used by the Association. The union may also post information in a designated space in each employee break room.

The union may post notices of the following types:

Notices of recreational and social events

Notices of elections and election results

Notices of meetings

Job postings

Seniority lists

Association newsletters and other materials of general interest to Association members

Use of Aspirus Keweenaw Hospital Hospital's employee e-mail system will be allowed for monthly meetings and ratification vote notices or other Human Resources approved items.

## ARTICLE 6

### CATEGORIES OF EMPLOYMENT

#### 6.1 Definitions

**Full-time Registered Nurses:** Full-time Registered Nurses are those who are regularly scheduled for sixty (60) (0.75 FTE) to eighty (80) hours (1.0 FTE) of work per pay period. Full-time Registered Nurses are entitled to benefits specified in this agreement.

**Part-time Registered Nurses:** Part-time Registered Nurses are those who are regularly scheduled forty-eight (48) (0.6 FTE) or more hours, but less than sixty (60) hours (<0.75 FTE) per pay period. Part-time Registered Nurses are entitled to benefits specified in this agreement.

**Occasional Registered Nurses:** Occasional Registered Nurses are employees who are normally scheduled to work no more than a total of five hundred (500) hours per year. Occasional Employees

shall not be utilized to fill an existing or newly created vacancy for a permanent position or to lower the hours of, or permanently displace, bargaining unit employees. If an occasional employee is hired into a regular full-time or regular part-time position, benefits and seniority are accrued from the continuous employment date first day of work. To remain an occasional status employee, the employee must work a minimum of 96 hours within a 12 month period. Occasional Registered Nurses who work more than 312 hours in a calendar year will be considered bargaining unit members. Low census on call hours will count toward the bargaining unit threshold. Upon ratification, all Occasional Registered Nurses who were eligible to vote in the certification election will be included in the bargaining unit, for the remainder of the first year. Hours will be calculated for the previous year and annually thereafter, on January 1.

**Probationary Registered Nurses:** Probationary Registered Nurses are those who have not completed a total of ninety (90) consecutive days of employment. The probationary period may be extended with approval of the Director of Nursing with advanced notice to the Chairperson of the Staff Council. Upon satisfactory completion of the probationary period, the Registered Nurse will be credited for service dating to the continuous employment date. The employment of a probationary Registered Nurse may be terminated at any time without recourse through the grievance procedure.

## ARTICLE 7

### OCCASIONAL STATUS RNs

#### 7.1 Occasional Status RNs

Occasional Nurses defined in this Agreement. The following will apply to Occasional Nurses:

7.2 **Mandatory Education and Competencies:** All Occasional Registered Nurses must complete required education and competencies as well as reading the minutes of all staff meetings. Occasional Registered Nurses will receive their base hourly rate for all mandatory education hours.

7.3 **Non-Mandatory Education:** Occasional Registered Nurses will be paid their base hourly rate of pay for approved non-mandatory education hours.

## ARTICLE 8

### SENIORITY

8.1 **Aspirus Keweenaw Hospital:** Aspirus Keweenaw Hospital length of service is defined as the length of continuous service a Registered Nurse accumulates while in the employment of Aspirus Keweenaw Hospital from the continuous date of hire. Aspirus Keweenaw Hospital length of service applies in the computation and determination of eligibility for all benefits where length of service is a factor in the determination of such benefits under this agreement.

8.2 Bargaining Unit Seniority: Bargaining Unit Seniority is defined as the length of continuous service a Registered Nurse accumulates as a non-supervisory (staff) Registered Nurse beginning from the last date of employment as a non-supervisory (staff) Registered Nurse. Bargaining unit seniority includes but not limited to awarding jobs pursuant to contractual provisions related to the filling of vacancies and newly created provisions. Bargaining unit seniority will be used for step wage increases if applicable.

8.3 Department Seniority: Department Seniority is defined as the length of continuous service a Registered Nurse accumulated as a non-supervisory (staff) Registered Nurse beginning from the last date of employment as a non-supervisory (staff) Registered Nurse in the current department. Bargaining Unit Seniority within the Department includes but not limited to layoffs, recalls, awarding of vacancies within individual departments per contract language, PTO requests and requested days off.

8.4 Departments: Emergency Department/ICU, Surgical Services, OB/Medical Surgical, and Infusion Services.

8.5 Seniority List: Aspirus Keweenaw Hospital will prepare and update a bargaining unit seniority roster semi-annually in July and December each year in Microsoft Excel format send digitally to the Staff Council President and the MNA Labor Representative. A copy of such list will be supplied to MNA and the Staff Council and shall be controlling with the respect to disputes regarding seniority unless written objection is made to such list within ten (10) days following receipt of such list.

The Employer shall provide a digital monthly report in Microsoft Excel format a list of new hires, terminations and transfers of MNA RNs. Information regarding newly hired RNs in the bargaining unit shall include name, FTE, wage, department and full contact information.

8.6 Bargaining Unit Termination: A Registered Nurse's bargaining unit seniority will terminate ninety (90) calendar days following a Registered Nurse's acceptance of a non-bargaining unit position unless an extension is mutually agreed upon between the parties. Extensions shall not exceed an additional ninety (90) days. In the event a Registered Nurse returns to a bargaining unit position after such ninety (90) calendar day period, including the approved extension, their bargaining unit seniority date shall be the date of such return.

8.7 Loss of Employment: A Registered Nurse's employment relationship with Aspirus Keweenaw Hospital shall terminate if:

- The Registered Nurse resigns, retires, or quits.
- The Registered Nurse is discharged for cause and is not reversed through the grievance procedure.

- The Registered Nurse fails to return to work at the termination of an authorized leave of absence or PTO unless such failure to return is beyond the control of the Registered Nurse.
- The Registered Nurse is absent from work for three (3) consecutive days without prior notice to Aspirus Keweenaw Hospital and without satisfactory reason for such absence, unless such failure to notify is due to circumstances beyond the control of the Registered Nurse.
- The Registered Nurse fails to return to work upon recall from layoff five (5) calendar days after receipt of notice of recall, provided such notice is given at the last known address of the Registered Nurse on file with Aspirus Keweenaw Hospital and further provided, such failure to return is beyond the control of the Registered Nurse. In the event the Registered Nurse claims that failure to return was beyond their control with the meaning of paragraphs C, D, or E, the Registered Nurse shall be required to provide documentation showing it was not possible to notify Aspirus Keweenaw Hospital through any means of communication.
- The Registered Nurse is absent due to a non-occupational illness or injury for a period of nine (9) months or the length of the Registered Nurse's bargaining unit seniority, whichever is less. In the case of an occupational illness or injury, such a period shall be approved for nine (9) months (Inclusive of 12 week FMLA). Such period may be extended upon mutual agreement of the parties.
- The Occasional Registered Nurse fails to meet the twenty-four (24) hour quarterly service requirement unless excused by nursing management.

## ARTICLE 9

### SPECIAL CONFERENCES

9.1 Special conferences for important matters will be arranged between the Unit Chairperson or the Staff Council Steward and the Hospital's Human Resources Designee or designee upon the request of any of the parties. Such meetings shall include up to three (3) representatives of the Union and up to three (3) representatives of the Hospital whose names shall be included in the written request. Agenda items for such special conferences shall be provided within five (5) days after the special conference has been requested and provided in writing to Human Resources. Matters taken up in special conference shall be confined to those included in the agenda.

## ARTICLE 10

### PROFESSIONAL NURSE PRACTICE AND QUALITY COMMITTEE

#### 10.1 Professional Nurse Practice and Quality Committee

The purpose of the Professional Nurse Practice Committee is to discuss, evaluate, and resolve matters which directly relate to the practice of nursing and the realm of patient care. The Professional Nurse

Practice Committee is an appropriate setting to discuss, evaluate and resolve staffing concerns, and Aspirus Keweenaw Hospital prohibits retaliation against those who raise staffing concerns or recommend changes for quality improvement. The committee will promote quality nursing care through the collaborative development of nursing/patient care policies and procedures as well as standards of care, practice and performance, and updating of nursing roles/functions and orientation.

The purpose of the Nurse Quality and Practice Committee is to:

- Review recommendation and content pertaining to new clinical protocols and guidelines.
- Review and update recommendations and content of current practice protocols and guidelines, utilizing professional standards and evidence/research based practice recommendations.
- Review and suggest staff competency-based educational programs (including patient monitoring, assessment protocols and documentation requirements, based on the recommendations/guidelines of professional organizations and evidence-based practice research.
- Review and suggest patient educational needs/requirements, based on the recommendations/guidelines of professional organizations and evidence-based practice research.
- Review results of quality/performance indicators.
- Review, discuss, and resolve staffing concerns.

10.2 Members of the committee shall be the Staff Council Chairperson, Staff Council Co- Chairperson, and two other registered nurse representatives. Membership of Nursing Leadership shall consist of two designated representatives of Nursing Leadership and the Director of Nursing. Additional representatives may be asked to attend meetings depending upon agenda items. These representatives would be collaboratively identified by the established members.

10.3 Staff Council shall designate a co-chair and Management shall designate a co-chair of the committee who will be responsible for submitting a written agenda. Meetings shall be held monthly. The co-chairs will serve for two-year terms. A facilitator may be selected by the committee.

Meeting minutes will be transcribed and approved by co-chairs. Approved minutes of meetings shall be normally published no later than 14 days after the date of the meetings. Minutes will be available to all council members/representatives and posted on nursing units.

## ARTICLE 11

### LUNCH AND REST PERIODS

Lunch periods are as follows:

11.1 Eight (8) and Ten (10) Hour Shifts: The work day will include one (1) unpaid lunch break of thirty (30) minutes and one (1) paid break of fifteen (15) minutes for every four (4) hours worked.

11.2 Twelve (12) Hour Shifts: The workday will include one (1) unpaid lunch break of thirty (30) minutes and a fifteen (15) minute paid break for every four (4) hours worked.

11.3 Shifts Less Than Eight (8) Hours: The work day will include one (1) fifteen (15) minute paid break for every four (4) hours worked.

## ARTICLE 12

### PERFORMANCE EVALUATIONS

12.1 The Registered Nurse Manager or designee will meet on a regular basis to discuss the work performance of each Registered Nurse during the probationary period with a written evaluation at the completion of the probationary period. Thereafter Registered Nurse will be evaluated a minimum of once per calendar year. MNA recognizes that performance evaluations serve the purpose of measuring the abilities and/or limitations of the Registered Nurse, it is understood that performance evaluations shall be considered a factor in awarding postings and promotions. A nurse will not be evaluated on community service or volunteerism. Registered Nurses shall not be subject to peer review.

12.2 The Registered Nurse shall acknowledge each evaluation by signature, but such signature will not signify either agreement or disagreement with the evaluation.

12.3 The Registered Nurse is responsible for the completion of all mandatory competencies within thirty (30) days of the assignment of the competency.

## ARTICLE 13

### REGISTERED NURSE DRUG AND ALCOHOL TESTING

13.1 Both parties recognize the requirements of the Michigan Public Health Code as it pertains to impairment of licensees. As such, alcohol and/or drug testing may be required to ensure compliance with the Code and safety for patients, Registered Nurses and all others. Such testing may be initiated by Aspirus Keweenaw or required by Michigan's Health Professional Recovery Program. This provision should not be construed as limiting management's right to terminate employment for substance abuse affecting employment subject to the bargaining unit member's right to grieve.

## ARTICLE 14

### SAFETY

14.1 Every Registered Nurse will observe all applicable and reasonable safety rules and instruction established by Aspirus Keweenaw Hospital and applicable safety laws and governmental regulations.

Aspirus Keweenaw maintains a number of committees to address the safety rules and instruction applicable in the hospital. Aspirus Keweenaw encourages engagement on these committees and will work with any Registered Nurse interested in participating in appropriate committees.

14.2 Orientation to Equipment and Procedures: Aspirus Keweenaw and the MNA recognize the importance of orientation and knowledgeable operation of equipment and procedures to provide safe, competent care to the patients served. To that end, Aspirus Keweenaw Hospital will arrange when possible and if necessary, orientation sessions on new equipment. Any new or revised policies and procedures will be posted in a manual for review by the staff. It will be the responsibility of each Registered Nurse to attend the equipment orientation and to review revised and new policies and procedures. New policies and procedures will be identified at nursing staff meetings.

## ARTICLE 15

### STAFFING AND SCHEDULING

#### 15.1 Staffing

On an annual basis, the Michigan Nurse's' Association will be provided with a staffing summary which illustrates the number of full-time equivalents allocated in each unit and on each shift.

Management encourages meaningful input from bargaining unit Registered Nurses regarding changes to the staffing summary in the Professional Nurse Practice and Quality Committee

meetings.

15.2 On a monthly basis the Professional Nurse Practice and Quality Committee will review information as appropriate related to staffing levels, quality indicators, orientation process/guidelines, and other issues that may arise as this committee develops per Article 10 Professional Nurse Practice and Quality Committee. Discussions to address staffing levels will occur at Professional Nurse Practice Committee meetings. Nurses who attend committee meetings will do so without loss of pay and shall be released to attend meetings of the committee.

15.3 The Professional Nurse Practice and Quality Committee will review ADOs filed by bargaining unit RNs. Management will provide rationale for the concerns raised in the ADO forms.

15.4 Both parties will evaluate the effectiveness of the committee with regard to staffing, quarterly. Based on the evaluation, the parties will develop recommendations as immediately as practicable.

15.5 The House Supervisor will use the daily/monthly scheduling sheet and the staffing guidelines for Med/Surge and the Patient Care Staffing Plan referenced in the Plan for Nursing Care (PolicyStatID 5151638) to make such determinations for the replacement of call-ins, low census of staff and acquiring additional staff secondary to an increase in census including mandatory overtime if necessary when management is not present. The House Supervisor will not be counted as part of departmental staffing. It is recognized that House Supervisors may perform direct patient care duties, but will not be responsible for the primary care of any patient as to allow them to respond to supervisory responsibilities elsewhere in the hospital.

#### 15.6 Staffing Concerns

If a Registered Nurse believes that their unit or department is short-staffed at any point in their shift, the RN will promptly inform their house supervisor, verbally, who will investigate the matter and correct any existing staffing shortage to the extent possible. The RN will also document the short staffing concern and send by email to the manager or designee and complete an MNA ADO Form.

#### 15.7 OB Staffing

The hospital will make every effort to assure that the primary RN who is expected to cover the OB Unit will not be given a patient assignment in any other department. These RNs may perform direct or indirect 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 only when the OB department is empty.

When the OB department is open, the hospital will make every effort to assure that the secondary OB RN will take no more than two patients on the Med Surg unit to allow the ability to respond to deliveries and other patient care needs within the OB department. The secondary OB nurse will

officially hand off their assignment to a Med Surg Nurse to ensure adequate patient care continues while they are working in the OB department.

15.8 Management or House Supervisor will determine and have the appropriate number of resuscitation team members onsite at all times to run a resuscitation code. The Resuscitation Team will be designated at the start of each shift. Management will assure resuscitation team members are appropriately trained to run a resuscitation code.

15.9 Management will be responsible for the preparation of the daily scheduling sheet. Bargaining unit employees shall be scheduled subject to low census or reassigned based on census or acuity subject to the terms of this CBA. The hospital shall have final authority to set the staffing levels, but will not implement changes to staffing levels without first receiving meaningful input from Registered Nurses.

#### 15.10 Scheduling

Hours of Work. Work schedules for regular full-time employees are generally based upon either an eight (8) hour work day or a twelve (12) hour work day. Regular part-time and occasional employees are scheduled based on patient needs. Employees will not be mandated to work in excess of sixteen (16) hours per twenty-four (24) hour period. All reasonable efforts should be made to avoid mandatory overtime. Before requiring mandatory overtime, the hospital agrees that it will utilize all other reasonable available resources, including unit volunteers, occasional staff, applicable staffing incentives, and agency nurses who have the training, experience, and ability to safely care for patients. The Hospital will require mandatory overtime only when necessary to meet patient care needs and these other resources have been exhausted.

15.11 Volunteers will first be sought to stay longer than their scheduled shift. If no one volunteers, mandatory extra time will be rotated amongst all staff beginning with least senior RN on a continuous rotating basis. Mandatory extra time will be assigned as last resort. Any hours worked which will result in greater than sixteen (16) hours in a twenty-four (24) hour period must be mutually agreed upon by the employee and the employer.

15.12 The parties acknowledge that the Hospital provides services on a twenty-four (24) hour a day basis and that the needs of the patients must be the foremost concern in how best to provide services and consequently how to schedule employees.

15.13 Work Schedules. Work schedules shall be made for six (6) weeks. Management will post the schedule two (2) weeks prior to going into effect. Any employee desiring scheduling preferences time off during a schedule must submit that request to his/her supervisor at least three (3) weeks prior to the effective date of that schedule. Scheduling preferences are considered secondary to PTO requests. Management will either approve or deny these preferences with the posting of a schedule. Once a

schedule has been posted, no changes will be made unless the employee desiring the change finds a replacement and that replacement does not result in any additional pay for the hours being exchanged and the replacement is qualified to perform the work. Once posted, the schedule may not be changed except by mutual consent.

15.14 Posted schedules will adhere to an employee's FTE status. The schedule may be posted with open shifts, allowing members the opportunity to utilize incentive pay as applicable.

15.15 Management will be responsible for staffing and scheduling. In addition to the six (6) week schedule, the daily staffing sheet will be completed. Nursing management will endeavor to cover all areas with staff including weekends. Management will consider closure of a specialty unit only as a last resort if staffing is unavailable. Nursing Management will endeavor to follow the following process to determine staffing availability. This will be done using an up-to-date printed staff list. This list will include departments the nurse may work, type of contact, phone, text, or instant message. It will also include the number called if a message or voicemail is left, and the response for any contact made.

15.16 Aspirus Keweenaw Hospital & Clinics agrees to make every effort to consider and recognize the scheduling needs of Registered Nurses who are required to attend mandatory in-services/meetings. If Nurses are working through meeting times, management will provide alternatives, such as a read and sign or face to face with nursing management or nurse educator.

15.17 Schedules shall be prepared based on the Registered Nurse's FTE classification of employment. Schedule preferences will be respected; however, both Aspirus Keweenaw Hospital & Clinics and the Association agree that patient care must be the priority.

15.18 In Med/Surg and OB, management will schedule nurses every third weekend. In ICU and ED, management will endeavor to schedule nurses every third weekend, but if staffing demands necessitate, management may schedule nurses every other weekend. Additional weekend obligations beyond those outlined above will only be assigned if the nurse agrees. Both parties understand that an RN's dedicated holiday could fall on a consecutive weekend. Such case shall not be considered a violation of the contract.

15.19 For scheduling purposes, a weekend shall be defined 1900 on Friday to 2300 on Sunday.

15.20 To the extent possible, holidays will be rotated evenly among the employees.

The Hospital will make every effort to rotate holidays evenly among all bargaining unit nurses in an effort to avoid the scheduling of a nurse to work the same holiday two or more years in a row. A holiday rotation list will be kept in each department.

15.21 All parties agree that in instances where the safety, welfare and best interests of patients might be adversely affected by a provision of this Agreement, the nurse in charge, on duty on the affected unit or service, may suspend such provision in respect to that instance only.

15.22 The Bargaining Unit recognizes that all hospital nurse managers are working managers, however, Bargaining Unit nurses will not be replaced by management personnel and other non-Bargaining Unit employees of Aspirus except in situations where bargaining unit employees are unavailable.

#### 15.23 Low Census Guidelines

LC/OC, decisions are made on a unit-by-unit basis. Since LC/OC intends to meet temporary and short notice needs, overall departmental seniority cannot control. When altering staffing levels to affect LC/OC, department will retain employees with the skills and expertise necessary for operations, before considering status or length-of service.

15.24 The rotation of LC/OC will be:

- Volunteers. Notes requesting voluntary LC/OC shall be placed in the supervisor's book (red book).
- Travel Nurses who volunteer to take low census and who can do so without being paid for those scheduled hours.
- Occasional staff will receive LC/OC (after volunteers) regardless of dates, hours, and seniority
- Rotation (\*) by last date

\*Rotation Decision Sequence Dates: If employees have the same previous LC/OC date the Hospital Supervisor will get ahold of each person to see if anyone is willing to volunteer to be on call. If no one volunteers, the Hospital Supervisor (in collaboration with affected staff) will make the decision on who is to be on call.

The Hospital Supervisor will attempt to assign LC/OC with two-hour minimum notice; however, LC/OC may be given or cancelled up until the beginning of the shift based on census variability.

LC/OC will not affect employee's benefit status, benefit time earnings, or benefits conditions and privileges accruing to them, employees may use PTO to compensate a LC/OC day.

The employee will submit volunteer requests for LC/OC utilizing department process. If it is not their turn for LC/OC, but the person whose turn it would be requests to work, the person who requested off first would have the next opportunity.

Employees scheduled 12 hours may receive LC/OC for a portion of their shift. When this happens, the date changes to the current date when 4 hours or more are placed on LC/OC.

## ARTICLE 16

### OVERTIME

16.1 Overtime will be administered per system policy. At the time of ratification, RNs shall be paid at one and one-half (1-1/2) times the established rate for all hours worked over forty (40) hours in a week. Overtime shall not pyramid.

16.2 This is subject to change with system policy updates.

## ARTICLE 17

### JOB POSTINGS AND BIDDING PROCEDURES

17.1 When the Hospital has determined to fill a vacancy or create a new position in the bargaining unit, the position shall be posted in the Hospital in a conspicuous location and on the Aspirus Careers website for five (5) working days.

17.2 Job postings shall include the job title, minimum qualifications and normal hours of work. A copy of all Registered Nurse job postings and the names of the bargaining unit RNs who have applied for specific job postings will be available to the Staff Council Chairperson or designee upon request.

17.3 Nurses interested in the position shall apply online. Applicants who meet the minimum qualifications for the position shall be interviewed. Qualified applicants shall have the opportunity to shadow in the department during the interview process.

17.4 Bargaining Unit RNs will have the first opportunity to apply for the vacant or newly created position. The hospital will complete initial interviews of any qualified bargaining unit RN who applies for the position prior to interviewing any external applicants.

17.5 The position shall be awarded on the basis of qualifications, to include consideration of skill, ability, experience, education, and work record. In the event two or more applicants are equally qualified as determined in the sole discretion of the Hospital, seniority shall be the deciding factor.

17.6 Transferring employees must follow the Voluntary Resignation Notice policy when giving notice, in conjunction with mutual agreement between the two department leaders.

17.7 The Union will designate a bargaining unit member to collaborate with Human Resources in regard to all bids within the bargaining unit (currently held and open) to ensure that the job postings and bidding procedure is being followed.

17.8 Bidding limitations will follow the provisions of the Employee Transfer Eligibility Policy. Currently, that means Employees must remain in their position/department for 1 year prior to transferring to another position/department within Aspirus with the exception of:

17.9 Specialty Registered Nurses, (ER, ICU) must complete a 2-year commitment due to the 3-9 months required to orientate Nurses to these specialty departments.

## ARTICLE 18

### BENEFITS AND LEAVES OF ABSENCE

18.1 Employees represented by MNA at the Hospital will eligible to receive the same leaves of absence and employee benefits as all other employees at Aspirus Keweenaw Hospital. Employee benefits include dental, vision, short-term disability, long-term disability, employer paid life insurance, voluntary benefits, employee assistance services, and any other fringe benefit offered to all other employees at Aspirus Keweenaw Hospital. Aspirus has the sole discretion to make changes to these benefits and leaves of absence policies. These benefits shall be as described in the Summary Plan descriptions/Insurance Policies.

18.2 In the event the Hospital makes changes to these insurance benefits/benefit plans during the life of this agreement affecting the Aspirus Keweenaw Hospital non-bargaining unit employees, the Union will be provided with at least a forty-five (45) day notice and an opportunity for discussion prior to implementation.

## ARTICLE 19

### BEREAVEMENT LEAVE AND JURY DUTY

19.1 Shall be administered per Aspirus policy.

## ARTICLE 20

### WORKFORCE REDUCTION

20.1 Workforce Reduction may be Hospital-wide or in any of its departments. In the event a reduction of workforce and/or recall is needed, the procedure will be based on the Workforce Reduction Policy (PolicyStat ID 7971481 last revised 04/2020) will be followed. The Hospital agrees to meet with the Union to discuss the reduction within two (2) weeks of the effective date. Following a workforce reduction, thereafter the Hospital will attempt to meet with the Union to discuss workforce increase(s). Should a dispute arise out of the interpretation of the application of this provision it shall be a proper matter for the grievance procedure.

20.2 Aspirus Keweenaw Hospital will request voluntary layoffs first from affected department(s) followed by remaining departments.

20.3 For purposes of determining employees subject to reduction pursuant to the Workforce Reduction Policy, travel nurses will be considered temporary employees.

For purposes of determining employees subject to reduction, performance evaluations given within the preceding twelve (12) months shall be considered. And corrective action will only be a determining factor in the advanced, final phase of the disciplinary process.

## ARTICLE 21

### PAID TIME OFF

21.1 Employees represented by MNA at the Hospital will eligible to receive Paid Time Off (PTO) administered per system policy (Appendix). The rate at which PTO is accrued shall be based on the employee's years of service, as set forth in the following schedule and will apply:

Years of Service	PTO Accrual Rate / Hr.	PTO Max
0-5	0.0846	176
5-10	0.1038	216
10-15	0.1154	240
15-20	0.1231	256
20+	0.1308	272

#### 21.2 PTO Guidelines

PTO structure will be administered according to the guidelines within this Collective Bargaining Agreement. All approved PTO requests cannot be rescinded, unless mutually agreed upon by both the impacted nurse and the department manager.

Advanced PTO requests shall be turned in on the first day of the month, six (6) months prior to the month of request. (i.e.: Request for June 12 thru June 26th shall be turned in on December 1st). Requests shall be granted on a first come, first serve basis. If two or more RNs submit requests for PTO at the same time and the requested time overlaps, approvals will be granted in seniority order, unless the RN with the most seniority requested the same time period off the previous year. Management shall notify Registered Nurse of request approval or denial by the 15th day of the 6 months prior to requested day off. (i.e., December 15<sup>th</sup> according to the example above.) If the 15th falls on a weekend/holiday, then Registered Nurse shall be notified on the next business day.

Requests submitted prior to the six (6) month deadline will not be accepted; however, subject to manager discretion, in the case of significant life events, such as weddings and graduations, requests may be submitted prior to six (6) months. Management shall notify Registered Nurse of PTO approval/denial two weeks after submission of such request.

All other PTO requests not submitted on the first day of the month, 6 months prior to request date, shall be granted on first come, first serve basis. Management shall notify Registered Nurse of PTO approval/denial two weeks after submission of such request.

PTO requests will be accepted 14 days prior to the scheduled release date of the next schedule, based on a six week schedule. PTO requests will be granted in seniority order.

## ARTICLE 22

### RETIREMENT PLAN

22.1 Employees represented by MNA at the Hospital will be eligible for membership in the Aspirus Employee Retirement Plan according to the rules and membership requirements of that plan.

22.2 In the event the Hospital makes changes to the Aspirus Employee Retirement Plan during the life of this agreement affecting the Aspirus Keweenaw Hospital non-bargaining unit employees, the Union will be provided with at least a forty-five (45) day notice and an opportunity for discussion prior to implementation.

## ARTICLE 23

### HEALTH INSURANCE

23.1 Employees represented by MNA at the Hospital will have the option in enrolling in the Aspirus Health Plan.

23.2 The Employer may change carriers, revise plan designs (i.e. deductibles, co-pays, wellness participation requirements) and/or self-fund the group health insurance plan at its discretion, so long as Bargaining unit members are provided the same plan and Employer contributions as is provided in

the Standard Aspirus Health Plan. The Employer may not increase the employee contribution percentage more than 1% in any year for any tier of coverage for both full-time and part-time RNs without written approval from the Union. The Hospital agrees that should it change providers or plan designs that are not substantially similar to benefits, the Hospital shall provide forty-five (45) day's notice to the Union. Upon request by the Union, within two (2) weeks of notice of proposed changes, the parties agree to meet and negotiate the effects of any proposed changes to the plan.

23.3 Employees and spouses if applicable participating in the "Wellness Plan" are required to complete all required activities of the Wellness Plan. The activities shall be identified by the Employer on a yearly basis.

## ARTICLE 24

### CORRECTIVE ACTION

24.1 Adequate and safe care of patients at reasonable costs require maximum efficiency. In striving for maximum efficiency, Management may find it necessary to use disciplinary measures. In the event Management believes a nurse is not fulfilling the responsibilities of their position the following process will be followed:

24.2 A bargaining unit Registered Nurse who has completed the probationary period will only be disciplined for just cause. Aspirus Keweenaw Hospital & Clinics will make a reasonable effort, as appropriate, to precede formal discipline with an informal coaching session. Corrective Action shall consist of a documented counseling, written warning, final written warning, decision making leave, or discharge commensurate with the severity of the offense and consistent with the Hospital progressive discipline policy. All Corrective Action will be subject to the grievance procedure.

24.3 Representation: If requested, bargaining unit Registered Nurses will be entitled to have a Staff Council representative present at any level of the Corrective Action process. In the event a staff council representative is not available, the Registered Nurse receiving corrective action may select a bargaining unit member of their choice to serve as a representative/witness.

24.4 Documentation: Corrective action involving a Registered Nurse will be reduced to writing, with the document stating the reason for the corrective action. The individual Registered Nurse and the appropriate Staff Council Representative shall be given copies of the document and a copy will be placed in the Registered Nurse's personnel file. Corrective actions more than two (2) years old will be expunged from Registered Nurse records and not relied upon for future progressive discipline or other personnel matters unless the Registered Nurse is currently in progressive corrective action based on such corrective action records. Bargaining Unit Registered Nurses will have access to their personnel files, may obtain copies of documents contained therein pursuant to Aspirus Keweenaw Hospital & Clinics' policy, and/or may attach rebuttal statements to documents as they deem necessary within two

weeks of the corrective action. Aspirus Keweenaw Hospital & Clinics' representatives will not discuss disciplinary records with any individual(s) not a party to this agreement unless required to by law. The parties' attorneys and Aspirus Keweenaw Hospital & Clinics' provided EAP representative are considered parties to this agreement for purposes of this provision.

## ARTICLE 25

### GRIEVANCE PROCEDURE

#### 25.1 Intent and Purpose

All parties agree that the grievance procedure as set forth herein is intended to serve the purpose of securing, at the earliest level possible, equitable solutions and settlement of all disputes and/or grievances which may arise between them concerning the interpretation or application of this Agreement, without any interruption or disturbance of the normal operation of the Hospital. Both parties agree that the proceedings shall be kept as informal and confidential as may be appropriate. Nothing contained herein shall be construed to prevent any individual nurse from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is consistent with the terms of this Agreement. Any nurse may be represented in the grievance procedure by a member of the Association.

#### 25.2 Failure to Process Grievance Within Established Time Limits

The failure of an aggrieved party to initiate a grievance within ten (10) calendar days of the occurrence of the incident at issue, or within ten (10) calendar days of the time at which the party could be expected to be aware of it or to proceed to the next level within the established time limit, shall automatically forfeit the right of initiating or further processing that particular grievance. If an aggrieved party does not receive a response to the grievance within the established time limits, the aggrieved party may refer the grievance to the next successive level, except that mediation shall not be considered a level of the grievance procedure.

#### 25.3 Procedure for Grievances Initiated by a Nurse or Nurses

Level 1: Any nurse having a grievance shall, within ten (10) calendar days of the occurrence of the incident at issue or within ten (10) calendar days of the time at which the nurse could be expected to be aware of it first discuss it with their immediate supervisor or their designee, either individually or with or through the Grievance Committee, with the objective of resolving the matter informally. The immediate supervisor or their designee shall, within ten (10) days after the discussion, verbally notify the aggrieved party of the decision on the matter.

Level 2: If the aggrieved party is not satisfied with the verbal decision given at Level 1, the party or a member of the Grievance Committee shall, within ten (10) days following the decision at Level 1,

reduce the grievance to writing. Two (2) copies shall be presented to the Director of Nursing or designee. The Director of Nursing or designee, the aggrieved party and/or member of the Grievance Committee may discuss the grievance. The Director of Nursing or designee shall, within seven (7) days after its written presentation, answer the aggrieved party in writing. The written grievance should include date of submission, date of informal meeting, date of response of immediate supervisor from informal discussion, name of grievant, name of person submitting grievance, description of violation, desired remedy. Failure to include any of this information will not hinder the grievance process and it shall proceed through the outlined steps.

Level 3: If the aggrieved party is not satisfied with the decision given at Level 2, it shall immediately be referred to the Grievance Committee for review and if the Committee determines that the grievance shall be processed further, it shall, within ten (10) days following the decision at Level 2, submit to the CAO or designee a written request for a meeting with him/her and such persons, but not more than three (3), he/she deems necessary to represent the Hospital. The CAO or designee shall arrange the meeting within seven (7) days after receipt of the written request for same. At the request of either the Chairperson of the Grievance Committee or the CAO or designee, the aggrieved party and/or representatives of the Association State Office shall attend the meeting or any adjourned session thereof. The CAO or designee shall provide a written decision with regard to the grievance to the aggrieved party providing a copy thereof to the Chairperson of the Grievance Committee and to the Chairperson of the Staff Council within seven 7 days after the meeting or the last adjourned session thereof.

#### 25.4 Procedure for Grievance Initiated by Management or Others

Level 1: Any person having a grievance may, within ten (10) calendar days of the occurrence of the incident at issue, or within ten (10) calendar days of the time at which the person could be expected to be aware of it, first discuss it with the nurse or nurses involved, either individually or with or through the Grievance Committee, with the objective resolving the matter informally. The nurse, nurses or Grievance Committee shall, within five (5) days after the discussion, verbally notify the aggrieved party of a recommendation on the matter.

Level 2: If the aggrieved party is not satisfied with the verbal recommendation received at Level 1, the party may within ten (10) days following the recommendation at Level 1, reduce the grievance to writing. Two (2) copies shall be presented to the Chairperson of the Grievance Committee. The Grievance Committee, the aggrieved party and an appropriate representative selected by Management may discuss the grievance. The Chairperson of the Grievance Committee shall, within seven (7) days after its written presentation, submit a written recommendation to the aggrieved party providing a copy thereof to either the Director of Nursing or HR Business Partner, whichever is appropriate. The recommendation of the Grievance Committee shall not be binding on Management.

Level 3: If the aggrieved party or Management determines that the recommendation made at Level 2 should have further consideration, either or both may, within ten (10) days following the

recommendation made at Level 2, submit a copy of the grievance as it was presented and answered at Level 2, to the Chairperson of the Staff Council with a written request for a meeting with the Staff Council and such persons, but not more than three (3) selected by the aggrieved party. The Chairperson of the Staff Council shall arrange the meeting within seven (7) days after receipt of the written request for same. At the request of either the Chairperson of the Staff Council, the aggrieved party or Management, the aggrieved party and/or representative of the Association State Office shall attend the meeting or any adjourned session thereof. The Chairperson of the Staff Council shall submit a written recommendation with regard to the grievance to the aggrieved party with a copy to the Director of Nursing and HR Business Partner within ten (10) days after the meeting or the last adjourned session thereof. The recommendation of the Staff Council shall not be binding on Management.

#### **25.5 Arbitration of Grievances.**

If an aggrieved party is not satisfied with the decision or recommendation at the final step of the grievance procedure, it shall, within thirty (30) days, file a demand for arbitration with Federal Mediation and Conciliatory Services. During such thirty (30) day period, either party may, suggest the name of a neutral arbitrator to the other. The arbitrator shall not have the authority to annul, modify, or alter any of the provisions of the Agreement. The arbitrator's decision will be final and binding on both parties, and the fees and expenses of the arbitrator shall be shared equally by both parties.

## **ARTICLE 26**

### **WAGES**

**26.1 Base pay rate for newly hired RNs will be determined by Human Resources commensurate with the RN's experience.**

**26.2 Starting base pay rate for all newly hired Registered Nurses will be no less than \$28.61.**

**26.3 Starting base pay rate for all newly hired Patient Care Coordinators – Hourly will be no less than \$30.63.**

**26.4 Starting base pay rate for all newly hired House Supervisors will be no less than \$33.03.**

**26.5 Base Pay Adjustments Upon Ratification**

Current RNs, Patient Care Coordinators – Hourly and House Supervisors will be adjusted to the base pay rates noted in Appendix A effective the first available pay period after ratification. Any current RNs not listed would remain at current base pay rate.

#### **26.6 Additional 2% Across the Board Upon Ratification**

All Current RNs, Patient Care Coordinators- Hourly and House Supervisors will receive a one-time across the board 2% increase in addition to base pay adjustments (as stated above) upon ratification.

1.5% Bonus Upon Ratification prorated based on FTE at time of ratification, paid as soon as possible after notice of ratification as a one-time lump-sum payment.

#### **26.7 Future Pay Rate Increase Schedule**

January 2023 - across the board 2% guaranteed base pay increase.

Calendar Year 2022 - market adjustment as determined by system compensation analysis

Calendar Year 2023 - potential market adjustment as determined by system compensation analysis

January 2024 - across the board 2% guaranteed base pay increase

Calendar Year 2024 - potential market adjustment as determined by system compensation analysis

January 2025 - across the board 2% guaranteed base pay increase

Calendar Year 2025 - potential market adjustment as determined by system compensation analysis

## ARTICLE 27

### SHIFT DIFFERENTIALS / PAY PREMIUMS

27.1 Shift Differential will be administered per system policy at time of ratification. At the time of ratification, the Shift Differential Policy includes:

3 p.m. – 11 p.m. - \$2.15

11 p.m. – 7 a.m. - \$2.85

Any hours worked within these defined times should receive the pay designed for that time period. RNs must work at least two (2) hours in a zone to receive shift premium. Shift premium pay will stop at 7:00 a.m.

#### 27.2 Weekend Differential

Weekend Differential will be administered per system policy at time of ratification. At time of ratification, the Shift Differential Policy includes:

3 p.m. Friday – 7 a.m. Monday - \$1.85 per hour

Weekend differential is in addition to any other applicable differentials. RNs must work at least two (2) hours into that zone to receive the premium.

#### 27.3 On Call Pay and Called In Pay

On Call and Called In Pay will be administered per system policy. At the time of ratification, RNs scheduled or placed on-call will receive \$2.70 per hour. If subsequently called to work, the employee will receive one and a half (1.5x) of their base rate for hours worked for a minimum of 2 hours.

This is subject to change with system policy updates.

#### 27.4 Critical RN Specialty Pay

Critical RN Specialty Pay will be administered per system policy. At the time of ratification, while working in the Intensive Care Unit and Emergency Department, Nurses will receive a \$4.00 per hour differential.

This is subject to change with system policy updates.

## ARTICLE 28

### HOLIDAY PAY

28.1 Holiday Pay will be administered per system policy. At the time of ratification, RNs working on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas shall be paid one and a half (1.5) times their base rate of pay for all hours worked starting at 11 pm the night before the holiday to 11 pm on the night of the holiday.

28.2 This is subject to change with system policy updates.

## ARTICLE 29

### TIME SPEND IN GRIEVANCES

29.1 All parties agree that no nurse shall release themselves from duty for the purpose of grievance processing without first having obtained permission from management. It is also agreed that the Hospital shall pay Nurses at their regular hourly rate (ie, no overtime) for any time lost from scheduled work due to attendance at grievance meetings. It is further agreed that grievance meetings shall, as much as possible, be conducted during the hours customary to administrative functions of the Hospital.

## ARTICLE 30

### SEPERABILITY

30.1 Should any provision of this Agreement be determined to be in conflict with the Constitution of the United States or the State of Michigan or the laws of the State of Michigan or the United States that provision shall be null and void and the remaining provisions shall remain in full force and effect. The parties agree however to meet as soon as is reasonably possible to negotiate a remedy or alternative provision to the provision(s) found to be in conflict.

## ARTICLE 31

### GENERAL CONDITIONS AND TERMS OF AGREEMENT

#### 31.1 General Conditions

The Union and Hospital recognize that this Agreement is subject to the laws of the United States and the State of Michigan. To the extent that any provisions of this Agreement conflict with the provision

of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of law, state or federal, now in effect or passed in the future. Any supplementary agreement which is reduced to writing and signed by both parties shall become and be part of this Agreement. The Hospital agrees to furnish sufficient copies of this Agreement and any supplements thereto to employees covered by this Agreement.

### 31.2 Authority of Negotiating Representatives

Both parties mutually pledge that the negotiating representatives selected by each shall have such reasonable authority as is necessary to expedient successful negotiations but both parties recognize and agree that no final agreement between the parties may be executed without ratification by the Hospital Board of Directors and by a majority of the employees within this bargaining unit.

## ARTICLE 32

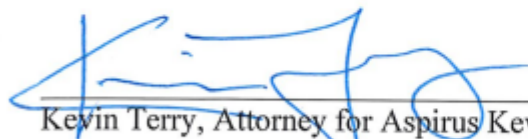
### DURATION

32.1 This Agreement will become effective as of (term above) and will remain in full force until December 31, 2025 at midnight. If either party desires to terminate this Agreement it shall, at least sixty (60) days prior to the termination date, give written notice to the other party. If neither party shall give notice of termination, this Agreement shall continue in full force and effect until sixty (60) days' notice of termination is submitted by one of the parties to the contract. Whenever notice of termination is given it should be sent by certified mail, return receipt requested.

#### **ASPIRUS KEWEENAW HOSPITAL & MICHIGAN NURSES ASSOCIATION CLINICS**

  
Chad Rowe, VP-Regional HR

  
Melissa Helppi, RN

  
Kevin Terry, Attorney for Aspirus Keweenaw  
December 8, 2022

  
Ann Collins, MNA Representative