

COREWELL HEALTH EAST *and* **TEAMSTERS LOCAL 2024**



COLLECTIVE BARGAINING AGREEMENT **[EXECUTION DATE] THROUGH [THREE YEARS FROM EXECUTION DATE]**

Disclaimer: The attached reflects the agreement reached by your bargaining committee. The parties are still finalizing the written language, and wording may be adjusted to correct typos, numbering, and cross-references, and to make the language read consistently throughout the agreement.

Table of Contents

Article 1. Agreement.....	7
Article 2. Recognition.....	7
Article 3. Probationary Period	7
Article 4. Definitions	7
Article 5. Management Rights	8
Article 6. Union Security	10
Section 1. Union Membership.	10
Section 2. Bona-Fide Religious Objection.....	10
Section 3. Information.	10
Section 4. Payroll Deduction of Union Dues.....	10
Section 5. Dues Rate.	11
Section 6. Hold Harmless.	11
Article 7. Union Activities	11
Article 8. Union Stewards & Representative List.....	11
Article 9. Bulletin Boards	12
Article 10. Non-Discrimination	12
Article 11. Supervisory Duties.....	13
Article 12. No Strike / No Lockout.....	14
A. No Strike.	14
B. No Lockout.....	14
Article 13. Seniority	14
Section 1. Definitions.....	14
Section 2. Seniority Lists.	14

Section 3. Seniority Status	15
Section 4. Application of Seniority	15
Section 5. Reduction in Force	15
A. Notice of Termination to Union.	16
B. Union-Maintained Recall List.	16
C. Notice of Open Positions to Union.	16
D. Priority	16
Section 6. Retaining Seniority.....	17
Section 7. Loss of Seniority	17
Section 8. Correcting Errors	17
Section 9. Other	17
Article 14. Postings.....	18
Article 15. Hours of Work.....	18
Article 16. Break Periods.....	19
Article 17. Attendance and Reliability.....	19
Article 18. Performance Evaluations	20
Section 1. Definition	20
Section 2. Performance Evaluations.....	20
Section 3. Peer & Self Evaluations.....	20
Section 4. Notice.....	20
Section 5. Unit Standards	20
Section 6. Comment Period.....	20
Article 19. Corrective Action.....	21
Article 20. Grievance Procedure.....	21
Article 21. Committees	22
Section 1. Nursing Staffing and Resource Committee	23

Section 2. Unit Practice Councils and Shared Governance	23
A. Recognition of Shared Governance Structure.....	23
B. UPC/PNC Authority	23
C. UPC/PNC Consensus/Meetings	23
D. Professional Nurse Councils and Corporate Councils	23
Section 3. Existing Hospital and System Committees.....	24
Article 22. Health and Safety	24
Article 23. Safe Staffing	25
Section 1. Establishment.....	25
Section 2. Purpose, Scope, and Authority	25
Section 3. Composition.....	26
Section 4. Meetings.....	26
Section 5. Staffing Data and Reporting/Staffing Information	26
Section 6. Alternates	27
Section 7. Assignment Despite Objection Form	27
Section 8. RL and Safety Pause	27
Section 9. Grievances.....	27
Article 24. Jury Duty.....	28
Article 25. Bereavement Pay	28
Article 26. Leaves of Absence	28
Section 1. Family and Medical Leave Act.....	28
Section 2. Sick Leave/MESTA	28
Section 3. Personal Leave	28
Section 4. Educational Leave.....	29
Section 5. Parental Leave.....	29
Section 6. Military Leave.....	29

Section 7. General/Misc.....	29
Article 27. Paid Time Off.....	30
Article 28. Union Leave of Absence, Seniority, Return Rights & Licensure Maintenance.....	30
Section 1. Union Leave of Absence.....	30
Section 2. Seniority Protection & Paid Time Off	30
Section 3. Return Rights	30
Section 4. Licensure and Certification Maintenance	31
Section 5. No Employer Liability for Leave Period	31
Article 29. Holidays	31
Article 30. Retirement 403(B)	31
Article 31. Wages and Compensation	32
Section 1. Wages	32
Section 2. Discretionary Wage Increases	32
Section 3. Other Compensation Programs	32
Article 32. Liability Insurance	33
Article 33. Life Insurance & AD&D.....	33
Article 34. Health Insurance	33
Section 1. Coverage and Plan Options.....	33
Article 35. Savings and Severability.....	33
Article 36. Waiver & Complete Agreement.....	34
Article 37. Successors and Assigns.....	34
Article 38. Uniforms	34
Section 1. CHE Provides Scrubs.....	34
Section 2. Privacy/Safety	34

Section 3. Registered Nurse Attire.....	35
Section 4. Notice of Changes.....	35
Article 39. APPs.....	35
Section 1. Status.....	35
Section 2. Wages	35
A. Wage Tiers.....	35
B. Correcting Market Adjustments	35
C. Wage Increases	36
D. Classification Review	36
Section 3. Pulling/Redeployment.....	36
A. Pull Assignments.....	36
Section 4. Resignation	36
Section 5. Transfer	36
Section 6. Continuing Education/Professional Development	36
Section 7. Paid Time Off.....	36
Section 8. Other Provisions.....	36
Article 40. CRNAs.....	37
Section 1. Wage Increases.....	37
Section 2. Paid Time Off.....	37
Article 41. Past Practices	38
Article 42. Policies, Rules and Regulations.....	38
Article 43. Voluntary Drive Contributions.....	38
Article 44. Wage Grid Committee	39
Article 45. Miscellaneous	39
Section 1. Paychecks.....	39
Section 2. Supervisors Performing Bargaining Unit Work.....	39

Section 3. Immunizations.....	39
Article 46. Agreement Term.....	39

Article 1. Agreement

This Collective Bargaining Agreement (“Agreement”) is entered into on _____, 2026 between Corewell Health East (“CHE” or “Hospital”) and Teamsters Local 2024 (“Teamsters” or “Union”) an affiliate of the International Brotherhood of Teamsters which has delegated to Union authority to bargain this Agreement and represent the CHE registered nurses identified in the Agreement Recognition Article, Article 2.

Article 2. Recognition

CHE recognizes the Union as the collective bargaining representative regarding wages, hours, terms and conditions of employment regarding all full-time and regular part-time registered nurse employees, including casual nurses, contingent nurses, flex nurses, and charge nurses, employed by the Employer at or through the Employer’s hospitals, facilities and campuses located at: 3601 W 13 Mile Rd, Royal Oak, MI 48073; 28050 Grand River Ave, Farmington Hills, MI 48336; 26901 Beaumont Blvd, Southfield, MI 48033; 468 Cadieux Rd, Grosse Pointe, MI 48230; 44201 Dequindre Rd, Troy, MI 48035; 33155 Annapolis St, Wayne, MI 48184; 10000 Telegraph Rd, Taylor, MI 48180; 5450 Fort St, Trenton, MI 48183; 18101 Oakwood Blvd, Dearborn, MI 48124 excluding supervisors, guards, confidential and all other employees as certified in NLRB Case No. 07-RC-351617.

Article 3. Probationary Period

The probationary period for all bargaining unit members is one hundred twenty (120) calendar days unless the probationary period is longer based on past practice in a particular unit, department and / or area. The Hospital has the discretion to extend the probationary period for an additional thirty (30) days to further assess the bargaining unit member’s skills and abilities. The Hospital and Union may agree in writing to extend the probationary period an additional thirty (30) days after the first thirty (30) day extension. Probationary employees do not have seniority. None of the Agreement provisions (specifically including the grievance and arbitration procedure) are applicable to a probationary employee unless otherwise provided for in law. Probationary employees are at-will employees during the probationary period.

Article 4. Definitions

For purposes of this Agreement, the following definitions apply:

“RN” refers to a CHE employee covered by this Agreement.

“Full-time” refers to RNs who are regularly scheduled to work 72 to 80 hours each pay period.

“Part-time” refers to RNs who are regularly scheduled to work 71 hours or less each pay period, unless status is Casual/Contingent.

"Casual" (previously known as "Contingent" at legacy Beaumont) refers to RNs who are scheduled to work on a per diem or as needed basis without a regular or consistent schedule and without a designated end date.

To maintain competency, a casual Registered Nurse may be expected to meet a minimum availability or work requirement required by their leader or department.

“Temporary” shall mean a Registered Nurse who is hired for a limited duration with a designated end date. Temporary RN’s are not covered by this Agreement.

"Non-Employee Contingent Staff" (referred to as Contingent) refers to individuals who perform work for CHE but are not employed by CHE, including Agency Staff, Allied Health, Clinical Learner, Community Access / Connect, Contracted Consultants, Independent Providers, Students, and Volunteers. Non-Employee Contingent Staff are not covered by this Agreement.

“APRN” (Advanced Practice Registered Nurse) includes Registered Nurses who are licensed, certified, and employed as a Nurse Practitioner, Certified Nurse Midwife, or Certified Registered Nurse Anesthetist (CRNA).

Article 5. Management Rights

The Union specifically agrees, subject to the express terms of this Agreement, that CHE exclusively retains all the rights to operate and manage its healthcare facilities and operations, including, but not limited to the following:

1. to direct, plan and control all hospital and facility operations;
2. to exercise control and discretion over the organization and operational efficiency;
3. to determine, change or eliminate existing methods, materials, equipment, facilities, practices, and procedures to perform work and / or to introduce new or improved methods, materials, equipment, facilities, practices, and / or procedures to perform work;
4. to utilize vendors, suppliers, subcontractors, agency employees, and independent contractors as it determines appropriate to perform any work;
5. to determine what products and processes are to be used;
6. to establish and change work hours, work schedules, work starting and ending times, shift start and end times, unless otherwise specifically covered in the Agreement;

7. to select, hire, direct and supervise employees and assign work;
8. to classify, train, promote, demote with just cause, evaluate and transfer employees;
9. to suspend, discipline and discharge employees for just cause;
10. to increase, reduce, change, modify, or alter the workforce composition and / or size for legitimate business reasons;
11. to modify, combine, or discontinue existing job classifications and / or create new job classifications;
12. to make and enforce rules of conduct, standards, policies, procedures and regulations governing employee conduct, operational procedures and any other process / procedure it determines appropriate and CHE agrees that it will provide notice and an opportunity to bargain over any changes to those policies where the change will have a material financial impact;
13. to lay off and to relieve employees from duty due to lack of work or any other reasons, and to recall employees from layoff;
14. to determine the number of departments, units or other work areas and the work performed in the departments, units or areas;
15. to determine, change and enforce patient care standards;
16. to determine the work the employees will perform;
17. to utilize employees wherever deemed appropriate for patient care;
18. to establish policies and procedures related to research, education, training, operations, services and maintenance regarding Hospital operations;
19. to determine staffing guidelines or ratios and staffing patterns including but not limited to employee assignment, number of employees, duties to be performed, qualifications required and areas to be assigned;
20. to discontinue any job duty, title, department and / or unit;
21. to close any hospital or facility and / or to transfer work to any other hospital or facility;
22. to utilize management personnel to perform work to support patient care or hospital operations where the hospital deems it to be in the best interest of the patient, the hospital or other team members ;
23. to select and determine the type and extent of activities in which it will engage and with whom it will do business;
24. to determine and change the methods and means by which it will operate;

25. to determine quality and safety metrics, measures, procedures, processes and programs;
26. to maintain efficiency and appropriate patient care, as it deems appropriate; and
27. to take any and all other actions necessary in the Hospital's judgment to operate and to provide for patients.

The parties agree that the only limitation on management rights are those stated in this Agreement or required by law.

Article 6. Union Security

Section 1. Union Membership.

All RNs who have successfully completed their probationary period as of the effective date of this Agreement and all RNs after the effective date of this Agreement who successfully complete their probationary period must become members of the Union, or pay service fees as Beck objectors, consistent with the applicable provisions of the law.

Section 2. Bona-Fide Religious Objection.

Any RN 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 501(c)(3) of the Internal Revenue Code chosen by the RN. Only RN's who qualify under this Section can select the charitable contribution option and must notify, in writing, the Union and CHE of their selection of this option.

Section 3. Information.

CHE agrees to provide a list of new hires, terminations, and transfers into the bargaining unit to the Union on the first business day of each month.

Section 4. Payroll Deduction of Union Dues.

RNs in the bargaining unit and RNs newly hired into the bargaining unit will be informed by the Union of their Union membership obligations defined above, and the Union will further provide all current and future employees appropriate forms setting forth the employee's authorization of payroll deduction of Union dues. Copies of such forms will be forwarded to CHE. The Union acknowledges that CHE is moving to an electronic process for dues deduction. CHE will keep the Union apprised of the process and implementation. Upon receipt of a signed authorization, CHE shall deduct from the employee's earnings the Union dues and forward the same to the Union monthly.

Section 5. Dues Rate.

The amount of monthly dues and the service fee rate must be certified in writing by the Union and delivered to the CHE Labor Relations Department prior to deduction of such dues and fees. Changes in the amount of the monthly dues and/or service fee rate must be certified by the Union and delivered to CHE Labor Relations at least sixty (60) days prior to the first payday to be affected by the change.

Section 6. Hold Harmless.

The Union shall indemnify CHE and hold it harmless against any loss or claims for damages, including all legal fees resulting from the deduction of any sums and/or the payment to the Union of any sums deducted under this Article.

Article 7. Union Activities

The Hospital recognizes the right of any nurse covered by Article 2 Recognition language to become a member of the Union. CHE will advise newly hired RNs covered by Article 2 Recognition language that the Union is their bargaining representative. CHE will notify the Union of new hires monthly. CHE will provide the Union with the name and address the RN provides CHE to enter into the CHE HRIS system as well as job profile/job code, and the location in the HRIS system of each new RN covered by the Article 2 Recognition language. The Union will provide copies of this Agreement to RNs at its expense.

Article 8. Union Stewards & Representative List

The Union will provide CHE with a list of Union Stewards/Alternates and any other Union Representatives at least one (1) time each calendar quarter. The list will include the following information for each steward / alternate:

1. Name;
2. Position;
3. Facility where individual works;
4. Shift; and
5. Unit, department or other area where the individual works.

The list will include the following information for each Union Representative:

1. Name;
2. Position; and

3. Cell phone number.

CHE has no obligation to recognize any individual as a Union Steward / Alternate or Union Representative unless the individual is on the current Union Stewards / Alternates and / or Union Representatives list. CHE will recognize two (2) Union Stewards for every one-hundred (100) RNs in the bargaining unit.

Article 9. Bulletin Boards

There will be secure bulletin boards in each campus:

- Royal Oak six (6),
- Troy two (2),
- Dearborn two (2),
- Farmington Hills two (2),
- Grosse Pointe one (1),
- Taylor – Trenton – Wayne one (1) and
- Southfield one (1).

Through mutual agreement, CHE and the Union will designate the bulletin board locations. Union Business Agents and CHE will control access to the secure bulletin boards. The Union shall be permitted to post Union notices relating to general Union activities on the secured bulletin boards after providing a copy of the proposed posting to CHE Human Resources at least five (5) calendar days before the posting is made, unless the timing of a posting is a priority. Under these circumstances, the Union will contact CHE Human Resources and provide a copy of the proposed posting as soon as reasonably possible.

Article 10. Non-Discrimination

CHE and Union agree that neither will discriminate or retaliate against the other based on any legally protected characteristic including but not limited to race, color, disability, national origin, religion, age, sex, height, weight, marital status, sexual orientation, gender identity / expression or any other characteristic protected by federal and / or state law. Any employee who believes that they have experienced discrimination or retaliation is encouraged to report that fact according to CHE policy. CHE also recognizes and supports employee rights to pursue claims with the appropriate government agency or other outside resource. The parties agree that they may discuss alleged violations of this provision in an effort toward internal resolution but that any such allegations or claims are not subject to the grievance and arbitration provisions of this Agreement.

Article 11. Supervisory Duties

CHE will not assign or require bargaining unit nurses to perform supervisory duties as defined in the National Labor Relations Act (“NLRA”). CHE and the Union agree that nurses in the following positions, and any similar positions, are not supervisors as defined in the NLRA and bargaining unit members are permitted to perform the duties within the job descriptions.

1. Care Coordinator Lead
2. Care Management Educator
3. Cath Lab Charge Lead Nurse
4. Charge Lead Nurse
5. Charge Lead Nurse Ambulatory
6. Clinical Nurse Specialist
7. Clinical Research Nurse Senior
8. Nurse Educator
9. Nurse Professional Development Generalist
10. Nursing Professional Development Specialist
11. ECMO Program Manager
12. Pediatric Trauma Program Manager
13. Quality Improvement RN Coordinator
14. RN Clinical Data Lead
15. Utilization Management Educator
16. Other Similar positions

CHE has the right to modify the job descriptions identified above during the Collective Bargaining Agreement term. If the modification is a material change, CHE will provide notice and an opportunity to bargain over the effects of any material change with Local 2024. In addition, bargaining unit nurses occasionally act as charge for which a premium is paid. CHE and the Union agree that in this instance the nurse is not a supervisor as defined in the NLRA simply because of the job duties performed while acting as charge.

Article 12. No Strike / No Lockout

A. No Strike.

During the term of this Agreement, the Union and its members will not engage in, encourage, or condone any strike, slowdown, refusal to work, sympathy strike, picketing, boycotts or any similar action, whether the issue is grievable or not. If any such activity occurs, the Union will not sanction it and shall immediately communicate in writing and through electronic means (such as email; text and / or social media) to all bargaining unit members that the actions are unlawful, unauthorized and immediately direct all bargaining unit members to return to work. The Union will immediately provide a copy of all the communications to CHE. Any bargaining unit member who engages in any of the conduct described above shall be terminated. If an employee is terminated and the Union wishes to contest the termination, the parties agree that an arbitrator may only decide if the employee participated in the prohibited activity.

B. No Lockout.

CHE agrees that it will not lock out its employees during the term of this Agreement.

Article 13. Seniority

Section 1. Definitions.

A. **“Bargaining Unit Seniority”** shall be defined as the RN’s licensure date or continuous service date as recorded in the CHE HRIS system, whichever is the most recent date.

B. **“Unit/Department Seniority”** shall be defined as the continuous service date within the RN’s current cost center in an RN bargaining unit position. The parties understand that there may be situations where the cost center may not be the best definition of “unit / department” and will enter an MOU to address the issues as they arise.

C. **“Length of Service Seniority”** shall be defined as continuous service date as recorded in the CHE HRIS system.

D. **“Posting”** means listing any vacancy CHE decides to fill in the specific cost center where the position opening exists.

E. **“APRN Seniority”** shall be determined based on APRN licensure date or continuous service date as recorded in the CHE HRIS system, whichever is the most recent.

Section 2. Seniority Lists.

A. CHE shall provide the Union a “Bargaining Unit Seniority” list as soon as reasonably possible but no later than forty-five (45) days after ratification. CHE shall then provide the Union with an updated copy of the Bargaining Unit Seniority list upon request, but no more frequent than once each calendar quarter. The “Bargaining Unit Seniority” list shall contain the following information for all bargaining unit members: the member’s name, hospital, position title, RN licensure date, APRN licensure date, continuous service date and original hire date as recorded in the CHE HRIS system.

B. Each cost center will maintain a “Unit / Department Seniority” list that shall contain the following information for all bargaining unit members: the member’s name, hospital, and the date the RN was hired into the cost center.

C. Disputes concerning the seniority lists shall be subject to the grievance procedure, if not amicably resolved.

Section 3. Seniority Status

Upon completion of the RNs probationary period, the RN shall acquire seniority and shall be placed on the Bargaining Unit Seniority list with a date to coincide with the RNs most recent date of hire as recorded in the CHE HRIS system. As between any two (2) or more RNs who have the same Bargaining Unit Seniority date, placement on the seniority list shall be determined first by RN licensure date and if the same, then by the highest of the last 4 digits of the RN’s social security number.

Section 4. Application of Seniority

Unless otherwise provided in this Agreement, CHE will use experience, skill, ability, and qualifications to make all hiring, promotion, assignment, transfer and all other decisions related to RN’s and APRN’s. Where these factors are equal, CHE will use seniority to make any and all decisions. For purposes of this Section, seniority will be determined first by Unit/Department Seniority; then APP licensure date as applicable; then Bargaining Unit Seniority; then Length of Service Seniority.

Section 5. Reduction in Force

When a reduction in force occurs within a specific unit, layoffs of regular full and part-time RNs shall be conducted in order of inverse seniority, meaning the RN with the least Bargaining Unit Seniority in the affected unit shall be laid off first. For purposes of this Section 5, a “reduction in force” means any position elimination for any reason. A “reduction in force” does not include a termination for just cause. Where there is a reduction in force, the RN will be offered severance as provided in CHE policy and procedure. If the RN accepts severance, CHE will process as a termination and RN is eligible for rehire as provided in CHE policy and procedure. The RN may

decline severance and opt to be placed on the Recall list. RN's on the Recall list will be on an unpaid leave as provided in CHE policy and procedure.

A. Notice of Termination to Union.

Within five (5) business days of any layoffs of a RN resulting from a reduction in force, CHE shall provide the Union with written notice of the layoffs, including at a minimum: the RN's full name; employee ID; classification and job code; home unit and campus; date of hire; Unit/Department Seniority date; Bargaining Unit Seniority date; FTE; last known home address, personal telephone number, and personal email address; and the effective date of the layoffs.

B. Union-Maintained Recall List.

The Union will maintain a Recall List of all RNs laid off due to a reduction in force.

An RN shall remain on the Recall List for one (1) year from the effective date of layoff, unless the RN earlier (i) requests in writing to be removed; (ii) accepts an employment offer to a substantially equivalent position; (iii) declines an employment offer to a substantially equivalent position; or (iv) fails to respond to a written employment offer within forty-eight (48) hours. The Union will provide CHE Labor Relations an updated Recall list on a monthly basis.

C. Notice of Open Positions to Union.

CHE shall provide a comprehensive monthly report of all bargaining unit RN openings to the Union by the tenth (10th) day of each month.

D. Priority

Within seven (7) days of receiving notice of an open position as specified in (c) above, the Union shall provide CHE with the Recall List. If an RN on the Recall List ("Recalled RN") applies for a position that is substantially equivalent to his or her former position, CHE shall provide the RN priority for the interview but the position will be filled based on experience, skill, ability and qualifications, consistent with section 4 above. Otherwise, Recalled RNs shall receive first priority.

Recalled RNs shall return to work with their pre-layoff Seniority intact, at their pre-layoff wage (or the applicable wage for a different position to which they are recalled), and without loss of any accrued PTO, benefits eligibility, or other contractual rights, subject to reasonable orientation/onboarding not to exceed thirty (30) days.

Section 6. Retaining Seniority

A. Retaining Seniority for 180 Days

RNs shall retain seniority for one-hundred and eighty (180) calendar days after leaving the bargaining unit. RNs who fail to return to the bargaining unit within 180 days shall lose their accrued unit / department seniority on the 181st day.

B. No Bumping

RNs may not “bump into” a position or be “bumped” from their position by another RN.

Section 7. Loss of Seniority

For purposes of this Agreement, RNs lose their seniority when:

1. The RN retires;
2. The RN resigns;
3. The RN is terminated for just cause or the RN agrees to severance in a reduction in force (does not apply to RIFs, per Sec. 5);
4. Failing to accept a CHE employment offer within twelve (12) months after a reduction in force;
5. The RN fails to report for a scheduled shift three (3) days in a row without notifying CHE pursuant to department requirements;
6. Overstaying a leave of absence (“LOA”) without prior written approval from CHE;
7. Engaging in other employment during an LOA without prior written approval from CHE;
8. Failing to return from a non-protected, non-work-related disability or medical leave within twelve (12) calendar months;
9. As otherwise provided in Section 6 of this Article.

Section 8. Correcting Errors

RNs shall have the right to review, challenge, and correct seniority information. Errors shall be corrected within thirty (30) calendar days of notice.

Section 9. Other

To the extent consistent with this Article, other CHE policies in effect at time of ratification or otherwise agreed to between the Parties shall apply and govern transfer, promotion, hiring, and other similar processes.

Article 14. Postings

CHE will process / fill permanent shift transfers prior to posting an open requisition in that cost center, as applicable.

Permanent shift transfer: For shift vacancies that CHE decides to fill on a particular shift within a cost center, CHE will provide at least seven (7) days' notice to bargaining unit RNs in the cost center of the vacancy and an opportunity to express interest in transferring to that shift. Priority will be given to bargaining unit RNs in the same cost center based on Bargaining Unit Seniority, except for APP's, in which case priority will be given to APP's in the same cost center based on APP licensure date.

Open Requisitions: For open positions that CHE decides to post as an open requisition in Workday, CHE will follow Article 13, Seniority. Positions will be posted for at least seven (7) days.

Nothing in this Section shall require CHE to create a requisition for a permanent shift transfer.

Approved permanent shift transfers within the same cost center shall be implemented within a reasonable time not to exceed thirty (30) calendar days from the date the transfer is awarded, unless otherwise mutually agreed. Due to credentialing, APRN process may be longer.

Article 15. Hours of Work

CHE will follow CHE policy and procedure regarding hours of work.

Scheduling Requirements

- A.** RNs that work twelve (12) hour shifts will not be scheduled to work more than three (3) consecutive days except where the RN agrees to work more.
- B.** RNs shall not work more than sixteen (16) hours per shift unless the RN agrees and / or for patient safety in a particular area (Examples of patient safety issues could include, but not be limited to, natural disasters, emergency declarations; extended OR procedures).
- C.** Each shift worked of at least eight (8) hours requires a minimum of seven (7) hours between shifts, except where the RN agrees to less time.
- D.** When an RN is scheduled to rotate shifts from days to nights or nights to days, CHE shall provide a minimum unpaid rest period of seventy-two (72) consecutive hours between the end of the outgoing shift and the start of the incoming shift, unless the RN otherwise agrees.

E. Exempt RNs may request to flex their start/end times and days worked, with leader approval, and shall not be required to utilize PTO to do so, assuming the Exempt RN meets their hour requirements for the pay period. When voluntarily flexing a schedule, RN will not be eligible for premium pay.

F. Minimum work requirements, normal hours of work, regular biweekly hours of work, scheduling practices shall not be materially changed without fourteen (14) days' notice to the affected bargaining unit member.

Article 16. Break Periods

RNs scheduled to work five (5) or more hours shall receive an unpaid thirty (30) minute uninterrupted meal break.

When working two (2) consecutive eight (8) hour shifts, the time-keeping system will deduct thirty (30) minutes twice for two (2) meal breaks unless the RN indicates in the time-keeping system that he or she did not take the meal break(s), cancelling the deduction.

When an RN is unable to take his/her scheduled meal break due to operational issues or patient care needs or is interrupted and required to return to work, the RN shall be permitted to complete his/her meal break at another time on that shift, or the RN can select "no lunch" on the time clock when the RN punches out.

The time-keeping system shall allow RNs to attest to the outcome of their meal period break after each shift upon their punch out. The timekeeping system will ask RNs if they received a thirty (30)minute uninterrupted meal break and allow them to select a response of "Yes" or "No." If the RN's response is "No," the timekeeping system will automatically add back the thirty (30) minutes meal deduction.

CHE shall not discipline, penalize, or take adverse action against RNs who are unable to take lunch breaks due to operational issues or patient care needs, as approved by the leader.

RNs are eligible for two (2) fifteen (15) minute paid rest periods for each eight (8) hour shift worked.

Article 17. Attendance and Reliability

CHE will follow the CHE policy and procedure related to attendance and reliability. If CHE decides to make a material change to the Attendance and Reliability Policy, it will provide the Union notice and the opportunity to bargain effects.

Article 18. Performance Evaluations

Section 1. Definition

A “Performance Evaluation” is a documented evaluation conducted annually to assess and document how an RN has been performing and to discuss future opportunities for growth and development (not corrective action). Extenuating circumstances (such as a pandemic or a leave of absence) may result in impacts to the specific timelines including variation from the annual timeline.

Section 2. Performance Evaluations

Performance Evaluations occur with each documented review during the formal “Performance Snapshot” process. Performance evaluations shall be based on performance within the review period. Performance evaluations shall be based on legitimate job-related criteria. Performance Evaluation meetings shall not be combined with investigatory meetings. CHE will not issue corrective action in an evaluation meeting. Performance reviews are not subject to the grievance procedure.

Section 3. Peer & Self Evaluations

Peer evaluations are permitted, provided that RNs must be given the opportunity to select their peer-reviewer. CHE managers reserve the right to add an additional three (3) peers to the evaluation process. RNs have the ability to provide a self-evaluation.

Section 4. Notice

Each RN will be made aware of the evaluation process and their part in the process.

Section 5. Unit Standards

Performance evaluations will be made by measurements only within each classification and only within each unit, based upon performance standards established for each unit. An RNs signature on a performance evaluation may not be used by CHE to indicate the RNs agreement with the evaluation.

Section 6. Comment Period

All RNs shall be given an opportunity to read and comment upon any performance evaluation or corrective action prior to the placement of such material in their personnel file. The RN shall sign and date such material only as proof of receipt. RNs may submit a written rebuttal to performance evaluations, or corrective action, and such rebuttals will be attached to the material in the file.

Article 19. Corrective Action

CHE will follow CHE corrective action policy and procedure related to any RN discipline and / or discharge, provided no RN shall be disciplined or discharged except for just cause. Discipline for all bargaining unit members shall follow the progressive disciplinary steps as follows:

Step 1. In-Person Documented Coaching

Step 2. First Written Warning

Step 3. Final Written Warning

Step 4. Termination

As stated in the policy, CHE retains the right to skip steps or repeat steps.

Article 20. Grievance Procedure

Grievances. CHE and the Union recognize that day-to-day issues affecting nurses shall normally be adjusted informally between a nurse and the nurse's immediate supervisor. If an issue cannot be informally resolved, the nurse has the option to file a grievance through CHE's electronic system, as defined below. If the electronic system is unavailable, parties shall still use the below grievance procedure, but shall use email (the email will include grievant name; date grievance filed; grievant facility / unit; specific position held; specific shift; supervisor / manager name; specific collective bargaining agreement provision alleged violated; alleged incident date; individuals involved; and all relevant facts) instead of CHE's electronic system, to file and process grievances. For grievances concerning the discipline or termination of a nurse's employment, the grievance will be advanced directly to Step 3.

Step 1

The nurse will contact the steward, and the steward will submit a grievance through CHE's electronic system, which the nurse must electronically sign and date as soon as reasonably possible but no later than ten (10) calendar days after nurse knew or had reason to know of the grievance. The nurse's immediate supervisor shall give a written answer to the grievance through CHE's electronic system as soon as reasonably possible but no later than ten (10) calendar days after it is presented.

Step 2

If a grievance is not satisfactorily resolved at Step 1, the nurse and the Union Representative may present the grievance to CHE Human Resources, provided that the affected nurse or nurses and the Local 2024 Union Representative sign and date the grievance, and the grievance is presented to CHE Human Resources through CHE's electronic system as soon as reasonably possible but no

later than fourteen (14) calendar days after the nurse's/Local 2024's receipt of the nurse's immediate supervisor's response to the grievance. CHE Human Resources shall respond through CHE's electronic system as soon as reasonably possible but no later than fourteen (14) calendar days after it is presented.

Step 3

If a grievance is not satisfactorily resolved pursuant to Step 2, it may be presented to CHE Labor Relations through CHE's electronic system, provided the affected nurse or nurses and the Union Representative sign and present the grievance to CHE Labor Relations as soon as reasonably possible but no later than twenty-one (21) calendar days after the nurse's/Local 2024's receipt of CHE Human Resources' response to the grievance. CHE Labor Relations shall provide an answer through CHE's electronic system to the grievance as soon as reasonably possible but no later than twenty-one (21) calendar days after it is presented.

Step 4

In the event the grievance is not satisfactorily resolved in Step 3, Local 2024 may refer the grievance to arbitration through CHE's electronic system within twenty-one (21) calendar days of the Step 3 answer. The parties will establish a panel of seven (7) arbitrators to hear the grievances submitted for arbitration on a rotating basis. The parties will alternately list arbitrators first union selected arbitrator and then CHE selected arbitrator. The Union and CHE will each select three (3) arbitrators and the selected Arbitrators will select the seventh Arbitrator. The hearing will be assigned to the Arbitrator next up on the rotation list who will supply the parties with his/her next available dates. The parties agree that it is the best interest of the parties and the aggrieved employee(s) that the hearing be held as soon as reasonably possible. If an arbitrator on the list is no longer available, the party who selected the arbitrator will select a replacement arbitrator as soon as reasonably possible and notify the other party. The hearings will be conducted pursuant to the then-current Voluntary Labor Arbitration Rules of the American Arbitration Association. Either party can remove the seventh arbitrator at any time. In which case, the process of naming the seventh arbitrator will be repeated.

The Arbitrator's decision in any grievance submitted shall be final and binding upon the parties or any aggrieved nurse or nurses. Each party shall bear expenses incurred by it. The Union and CHE shall each be responsible for paying fifty percent (50 %) of the arbitrator's fees and costs.

Article 21. Committees

CHE will determine the appropriate committees to address hospital matters / issues, unless otherwise addressed by this Agreement. Where appropriate, CHE will include RNs on such committee(s).

Advisory vs. Decision-Making Authority

Unless otherwise expressly specified in this Agreement, Committees shall function in an advisory capacity and shall not have authority to modify the terms of this Agreement, establish wages or benefits, or bind the parties to any course of action. Committees may make recommendations to CHE regarding matters within their scope of responsibility.

Section 1. Nursing Staffing and Resource Committee

CHE and the Union will establish a Nursing Staffing and Resource Committee as provided in Article 23. Safe Staffing.

Section 2. Unit Practice Councils and Shared Governance

A. Recognition of Shared Governance Structure

CHE and the Union recognize the shared governance structure that includes Unit Practice Councils (UPCs) or Unit Practice Nurse Councils (PNCs) at the unit level, Professional Nurse Councils (PNCs) at the site or hospital level, and Corporate Councils at the system level. Bargaining unit RNs shall have the right to participate in shared governance consistent with past practice (which includes but is not limited to number of RNs participating; attendance requirements; removing RNs from participation; etc.). The parties acknowledge that there is variation regarding whether specific areas have UPCs and that this provision does not require that every area have a UPC, but does not prohibit a unit from establishing a UPC (i.e., a unit may establish a UPC).

B. UPC/PNC Authority

UPCs/PNCs shall have shared decision-making responsibility to make unit-specific decisions that impact direct patient care, the work environment, and patient outcomes, consistent with past practice and the shared governance principles. UPCs/PNCs shall not have authority to modify the terms of this Agreement, including but not limited to wages, benefits, nurse-to-patient staffing ratios, or safe staffing requirements.

C. UPC/PNC Consensus/Meetings

For unit-based UPCs/PNCs, decisions and recommendations shall be adopted by majority consensus where possible or as otherwise consistent with past practice. Where consensus is not possible, the issue will not move forward from UPC and / or PNC. UPC meetings will be led by staff nurses.

D. Professional Nurse Councils and Corporate Councils

CHE recognizes the role of site-level Professional Nurse Councils (PNCs) and system-level Corporate Councils in the shared governance structure. Bargaining unit RNs shall have the right to participate in PNCs and Corporate Councils.

Section 3. Existing Hospital and System Committees

A. Maintenance of Current Committees

Unless otherwise provided in this Agreement, CHE shall decide from time to time whether to maintain site-level, regional, and system-level shared governance councils, patient care committees, quality and safety committees, and other relevant committees in which bargaining unit RNs currently participate or hold leadership roles. Unless CHE otherwise determines, bargaining unit RNs shall continue to have the ability to participate in and, where RN participation or leadership is required or has been the established past practice, to lead such committees. If CHE eliminates or implements a new committee, CHE will provide the Union twenty-one (21) days' notice. This language shall not apply to the Article 23 staffing committee.

B. Examples of Committees

The following committees are recognized as existing committees in which bargaining unit RNs currently participate or lead:

Shared Governance Councils, including hospital-wide PNCs, other Nurse Practice Councils, UPCs/PNCs, Quality/Safety/Experience Councils, Magnet Councils, and Clinical Nurse Integration Councils;

Patient Care and Clinical Quality Committees, including nursing quality committees, infection prevention and control committees, falls and restraint committees, wound/skin integrity committees, and Code Blue/Rapid Response/Stroke/Sepsis/Trauma committees;

EHR, Technology, and System Integrity Councils, including nursing and allied health EHR oversight councils and relevant system integrity councils;

Workforce, Education, and Recognition Committees, including nursing education councils, professional recognition and clinical ladder committees, and charge nurse councils.

This list is illustrative and not exhaustive.

Article 22. Health and Safety

CHE and the Union are committed to workplace safety.

CHE will continue to use its current procedures and processes to maintain a safe working environment, including its processes for reporting workplace violence incidents; its workers' compensation program for those injured while working; duress badge availability; patient and visitor behavioral management and other safety and security measures.

CHE will also maintain existing workplace safety committees and encourage RNs from each hospital to attend and participate in the committee consistent with past practice.

Team members who experience workplace violence will be offered support as provided in CHE policies and procedures in effect at time of ratification or otherwise agreed to between the Parties.

Article 23. Safe Staffing

CHE and the Union agree that best practice is to provide safe, effective, and high-quality patient care. The parties recognize that appropriate staffing levels reduce nurse turnover, improve patient outcomes, and decrease liability exposure, supporting the organization's financial sustainability and quality metrics. The Union and CHE are committed to providing high-quality patient care.

CHE will continue to use its current procedures and processes to establish its staffing grids and plans, which will require flexibility to address patient care needs.

Notwithstanding any other provision in this Agreement:

Unit Practice Committees (UPCs) have the right to decide whether Charge Nurses will regularly carry patient assignments. Decisions will follow the UPC's articles and be made by majority consensus. If no UPC, the decision will be made by majority vote of RNs on the unit which the unit leadership will coordinate.

CHE and the Union recognize that even where the UPC has determined the Charge Nurse will not regularly carry a patient assignment, circumstances may arise where the Charge Nurse will be required to do so (i.e., short staffing due to vacancies, call-offs, pulls, or other emergencies). In these types of circumstances, after hospital staffing has been decided, the Charge Nurse will determine the appropriate patient assignments on the unit.

Nothing in this provision requires CHE to add an additional RN on a unit.

Section 1. Establishment

CHE shall establish and maintain a joint labor-management Nursing Staffing & Resource Committee ("Staffing Committee") to address RN staffing in inpatient, acute care, ambulatory, outpatient, and clinic settings. The Staffing Committee shall begin meeting within ninety (90) days of contract ratification and shall meet on a monthly basis as provided in this Section.

Section 2. Purpose, Scope, and Authority

The Staffing Committee shall review and discuss RN staffing. The Committee shall meet monthly to review RN staffing across all campuses and facilities. The Union and CHE co-chairs will prepare a written agenda prior to each meeting. The agenda will provide specific issues for the Staffing Committee to discuss. The Staffing Committee will review RN staffing issues from the agenda during the monthly meetings. The Staffing Committee will make written recommendations to CHE regarding such matters. CHE shall review and respond in writing to Staffing Committee recommendation within thirty (30) days of receipt unless CHE requests additional time. If CHE declines to implement a recommendation, its response shall include the reasons for that decision.

Section 3. Composition

The Staffing Committee shall consist of representatives which CHE and the Union designate. There shall be twelve (12) RNs representing all campuses and ambulatory sites, which the Union will designate. Union representatives shall be bargaining unit RNs from across CHE hospitals and campuses. Subject to the twelve (12) RN limit, over the term of this Agreement, the Union may designate that such representatives be selected from each unit's Unit Practice Council (UPC) or Professional Nurse Council (PNC). CHE shall recognize those designees as the unit's Staffing Committee representatives. The Union agrees that no more than one (1) Union Staffing Committee member can be from one (1) unit. CHE may have up to twelve (12) Staffing Committee members. CHE and the Union will each designate their own Staffing Committee co-chair from their own Staffing Committee members.

The Union may create subcommittees to inform their Staffing Committee representatives, with no more than one (1) RN representative from each department. The Union agrees that any subcommittee is to be held on non-work time and that CHE is not responsible to pay any subcommittee member. Nothing in this Staffing Committee structure prohibits feedback / information from a UPC or PNC.

Section 4. Meetings

The Staffing Committee shall meet once each month, or more frequently by written mutual agreement. Meetings shall be scheduled by mutual agreement of the co-chairs. Meetings will last no more than two (2) hours unless otherwise agreed upon between CHE and the Union. CHE agrees to pay committee members for their time during the two (2) hour Staffing Committee meeting. If an agenda item is not discussed, it will roll over to the next meeting. If not discussed at that meeting, the co-chairs may escalate the matter to CHE Labor Relations who will identify the appropriate CHE leader to discuss the issue. The issue will be reviewed within forty-five (45) days and then sent back to the Staffing Committee for further discussion and / or recommendation. The meetings will take place at the Southfield Center.

Examples of issues that the Staffing Committee may jointly decide to consider / discuss include how charge nurses may be utilized for patient care and safety; options regarding how to staff RN rest and meal breaks; RN assignments in patient care areas; RN float requirements; and how / when unit managers who are RNs may provide temporary direct patient care assistance when clinically indicated.

Section 5. Staffing Data and Reporting/Staffing Information

CHE shall provide the Staffing Committee with reasonably available staffing information and reports in electronic format reasonably in advance of meetings. Such information shall be sufficient to permit the Staffing Committee to review staffing patterns and compliance issues. CHE shall provide additional relevant and necessary staffing information to the Staffing Committee for purposes of carrying out this Section. All data and reports shared with the Staffing Committee will be kept confidential to the committee. No data may be shared outside the Committee.

Section 6. Alternates

Each party may designate alternate members to attend and participate in place of primary members who are unavailable, with full participation rights for that meeting. The Union will identify the alternate members to CHE in writing.

Section 7. Assignment Despite Objection Form

The Union agrees that any Assignment Despite Objection (“ADO”) Form is a Union form which the Union will maintain. The Union specifically agrees regarding the ADO form that:

1. The ADO form is a Union form;
2. The Union will use the ADO form to track issues it chooses to track;
3. The Union maintains the ADO forms;
4. The Union acknowledges that the ADO form is not to be provided to any CHE management representative unless requested;
5. No CHE management representative will accept, review and / or investigate any information contained in any ADO form; and
6. The Union may use the ADO forms to determine any trends and submit any trend as an agenda item for the Staffing Committee to review / consider. The Union will not attempt to submit any individual ADO form to the Staffing Committee unless the Staffing Committee requests it in writing.

Section 8. RL and Safety Pause

The Union and CHE agree that RN’s are expected to complete RL and / or Safety Pause forms as the issue arises, regardless whether an ADO form has been completed. If an RL and / or Safety Pause form has been filed, CHE will provide the RN a receipt if the submission is not anonymous. If a Safety Pause form has been filed, if the submission is not anonymous, the RN shall receive a copy of the Safety Pause that he or she submitted. CHE will respond within thirty (30) days of investigation resolution to RL and Safety Pause issues raised provided the individual making the RL and / or Safety Pause concern is identified. As well, the Union recognizes and agrees that CHE may not be able to provide detailed responses to RL concerns in certain circumstances. In those instances, CHE will still provide a general response.

Section 9. Grievances

The Union and CHE agree that nothing the Staffing Committee does or does not do will be subject to the grievance procedure.

Article 24. Jury Duty

CHE will provide Jury Duty leave in accordance with CHE's Jury Duty leave Policy and Procedures. CHE agrees that it will provide the Union notice and an opportunity to bargain regarding the "effects" (not the decision) over any changes to the Jury Duty leave Policy where the change will have a significant material impact to RN's terms and conditions of employment.

Article 25. Bereavement Pay

CHE will provide Bereavement Pay / Leave in accordance with CHE's Bereavement Leave Policy and Procedures. CHE agrees that it will provide the Union notice and an opportunity to bargain regarding the "effects" (not the decision) over any changes to the Bereavement Pay Policy where the change will have a significant material impact to RN's terms and conditions of employment.

Article 26. Leaves of Absence

Section 1. Family and Medical Leave Act

The Family and Medical Leave Act ("FMLA") applies to eligible employees. RNs who have worked for CHE for at least twelve (12) months and at least 1,250 hours in the last twelve (12) months are eligible to request FMLA. The FMLA and CHE policies and procedures define eligibility, the terms and conditions for which FMLA will be approved and reinstatement following FMLA leave. During FMLA leave, CHE shall maintain health insurance and other benefits at the same level as active RNs, but during periods of unpaid leave, RNs will be required to pay their portion of health insurance premiums to maintain coverage. When the FMLA leave ends, RNs shall be restored to the same, or a comparable job, without loss of pay, seniority, or other benefits. FMLA leave must otherwise be taken in accordance with CHE's FMLA policy.

Section 2. Sick Leave/MESTA

All eligible RNs shall be entitled to paid Sick Leave as set forth in Michigan's Earned Sick Time Act ("MESTA"). CHE will follow MESTA requirements and CHE policy related to MESTA.

Section 3. Personal Leave

CHE recognizes that there may be times when RNs need to take extended medical leave for reasons not covered by MESTA or the FMLA, or other reasons not covered in this Article. CHE may grant leave in those instances consistent with CHE policy and procedure.

Section 4. Educational Leave

CHE recognizes there may be occasions when RNs need to take time off from work for educational purposes. Employees may request an educational leave of absence consistent with CHE policy and procedure.

Section 5. Parental Leave

CHE will provide Parental Leave in accordance with CHE's Parental Leave Policy and Procedures.

Section 6. Military Leave

CHE will grant military leave in accordance with applicable law (e.g., USERRA) and CHE policies and procedures.

Section 7. General/Misc.

A. RNs will follow the specific notice and request provisions in the CHE policies and procedures to request a specific leave. All leaves of absence must be approved in accordance with CHE policies and procedures and applicable law. RNs should strive to give as much notice as possible in all instances.

B. During all leaves of absence under this Article, the RN who is on unpaid leave of absence will not receive pay for the holidays falling within the leave of absence period, nor will the employee accrue any PTO time during the unpaid absence period, unless the employee is using PTO as part of the leave, in which case, the employee's PTO accrues while using PTO on the leave.

C. During all leaves, unless otherwise specified, RNs shall continue to accrue seniority.

D. During all leaves, CHE shall follow all applicable laws and CHE policy regarding health insurance for RNs.

E. CHE shall follow all applicable laws and CHE policy regarding pay and job restoration after an approved leave.

F. To the extent consistent, CHE's current policies shall otherwise govern the terms and conditions of leave, provided that CHE agrees that it will provide notice and an opportunity to bargain regarding the "effects" (not the decision) over any changes to those policies where the change will have a significant material impact to RN's terms and conditions of employment.

G. RNs remain eligible for all other leaves CHE provides consistent with CHE policy requirements.

Article 27. Paid Time Off

CHE will provide Paid Time Off in accordance with CHE's Paid Time Off Policy and procedures. If CHE decides to change the Paid Time Off Policy, CHE agrees that it will provide notice to the Union and an opportunity to bargain regarding the "effects" (not the decision) over any changes to the Paid Time Off Policy where the change will have a significant material impact to RN's terms and conditions of employment.

Article 28. Union Leave of Absence, Seniority, Return Rights & Licensure Maintenance

Section 1. Union Leave of Absence

The Union may make a written request to CHE Labor Relations on behalf of any RN covered by this Agreement who is elected or appointed to a full-time position with Teamsters Local 2024 to be granted an unpaid leave of absence for the duration of their union service as further defined below. The Union shall provide CHE Labor Relations with at least thirty (30) days' written notice prior to the commencement of any such leave. CHE shall approve any timely request that complies with this Section. CHE Labor Relations will determine, in its discretion, whether to grant a leave request based on patient care / business need.

CHE will grant a leave request for any nurse serving in an elected or appointed capacity, subject to the additional restrictions as stated in this Section 1 and the remaining Sections 2 through 5. CHE agrees that there is no restriction on the number of terms for which an employee can be elected or appointed. No more than twenty (20) RN's may be on a union leave of absence at the same time, unless mutually agreed in writing. No more than one (1) RN in a cost center may be on a union leave of absence at a time. Any RN off work on any union leave for more than three (3) years in a five (5) year period will be required to successfully complete a specific orientation process which CHE prepares in order to return to work.

Section 2. Seniority Protection & Paid Time Off

While on union leave, the RN shall continue to accrue Bargaining Unit seniority for all purposes under this Agreement. Any RN approved for this leave must use all accrued PTO prior to beginning the unpaid leave.

Section 3. Return Rights

Upon completion of the union leave, the RN shall return to their former position if available, or if that position is unavailable, to an open substantially equivalent position, or similar position with no loss of seniority, wage (if returned to a "similar position," the RN is paid at the rate for the "similar position"), status, or contractual rights. The parties agree that there is no guarantee that a

substantially equivalent position or similar position will be on the same shift and/or have the same hours as when the leave began. The Union specifically acknowledges that CHE can post the position the RN held when beginning the leave. The RN must meet all applicable employment licensure and/or qualification requirements at the time the RN returns to work and will be given a reasonable amount of time, not to exceed thirty (30) days, to complete any mandatory education/orientation.

Section 4. Licensure and Certification Maintenance

During this union leave, it is the RN's responsibility to maintain all necessary licenses, certifications, annual testing, and other professional credentials required for their position. CHE shall recognize any valid license, certification, or credential the RN maintains during the leave as sufficient for purposes of reinstatement and return to work.

Section 5. No Employer Liability for Leave Period

During this union leave, CHE shall have no obligation for wages, benefits, or other compensation, unless otherwise agreed to in writing between CHE and the Union.

Article 29. Holidays

CHE will provide Holidays in accordance with CHE's Holiday Policy and procedures. If CHE decides to change the Holiday Policy, CHE agrees that it will provide notice and an opportunity to bargain regarding the "effects" (not the decision) over any changes to the Holiday Policy where the change will have a significant material impact to RN's terms and conditions of employment.

Article 30. Retirement 403(B)

For RNs who are eligible to participate in the CHE Defined Contribution Plan, CHE will follow its current Defined Contribution Plan as stated in the plan document (i.e., the plan document controls). During the term of the Agreement, CHE will maintain benefits at no less than existing levels at the Agreement ratification date.

For RNs who are eligible to participate in a CHE Defined Benefit and Defined Contribution Plan, CHE will follow the applicable Defined Benefit and Defined Contribution Plan that the RN is in as stated in the relevant plan document (i.e., the relevant plan document controls). During the term of the Agreement, CHE will maintain benefits at no less than existing levels at the Agreement ratification date.

Article 31. Wages and Compensation

Section 1. Wages

CHE will make a General Pay Increase (“GPI”) as stated immediately below.

- **Effective on the first full pay period after the Agreement ratification date:** RNs will receive a five and one-half (5.5) percent wage increase to base wage.
- **Effective for 2027:** RNs will receive a four (4) percent wage increase to base wage effective the first full pay period after March 1, 2027.
- **Effective for 2028:** RNs will receive a four (4) percent wage increase to base wage effective the first full pay period after March 1, 2028.
- **Effective on March 1, 2029:** RNs will receive a one and one-half (1.5) percent wage increase to base wage effective the first full pay period after March 1, 2029.

For all subsequent Collective Bargaining Agreements between CHE and the Union, any wage increases will be paid the first payroll period after ratification.

RNs hired after ratification shall be placed in the Hiring Wage Grid on the step that corresponds to their years of licensure consistent with CHE policy and procedure. APRN’s hired after ratification will be placed in the Wage Grid that corresponds to their years of licensure / certification as an APRN consistent with CHE policy and procedure.

RNs/APRNs will receive a one-time lump sum payment, less appropriate deductions, calculated as follows:

- Three (3) percent multiplied by the RN/APRNs’ regular hourly rate as of March 1, 2026 multiplied by their actual hours worked for the period of March 1, 2026 through the date of ratification. CHE will make this payment within forty-five (45) days after the ratification date.

Section 2. Discretionary Wage Increases

Nothing in this Agreement shall preclude CHE from granting wage increases to any bargaining unit classification.

Prior to implementing any such increase, CHE shall provide the Union with written notice at least fourteen (14) calendar days in advance, identifying the affected employees and classifications, the amount of the increase, and the effective date.

Section 3. Other Compensation Programs

CHE will determine any and all other premium pay (not otherwise specifically provided for in this Agreement including but not limited to extra duty block pay; holiday pay; interim pay; weekend

pay; call back pay; low census pay; etc.), tuition reimbursement; professional development assistance; student loan repayment; clinical ladder program pay; RN to BSN program; travel / business expense reimbursement; extra shift payments; etc. in its discretion. CHE will bargain with the Union before implementing any new program or material change to any current program.

Article 32. Liability Insurance

CHE shall without cost to the nurse provide liability insurance in the amount of \$500,000 per claim/\$1,000,000 in the annual aggregate, or higher limits in accordance with CHE policy.

Article 33. Life Insurance & AD&D

CHE shall provide life insurance coverage and Accidental Death and Dismemberment (“AD&D”) for each RN in an amount equal to one (1) times the RN’s current annual base salary.

Article 34. Health Insurance

Section 1. Coverage and Plan Options

For the term of this Collective Bargaining Agreement, CHE shall provide group health insurance coverage for eligible RNs through the Priority Health group health insurance offerings provided on an annual basis. Such coverage shall be administered through Priority Health. In addition to other health insurance offerings, CHE will provide a market-competitive Priority Health PPO / POS plan beginning 1/1/27. If CHE changes options, it will provide Union thirty (30) days’ written notice.

The average CHE subsidy for medical plan premiums for 2027 and 2028 will be eighty-five (85) percent and the average CHE subsidy for dental plan premiums will be fifty (50) percent.

Article 35. Savings and Severability

If any Article in this Agreement, or any Attachment to the Agreement, is determined to be illegal for any reason, the parties agree that the remainder of this Agreement and Attachments are valid.

Article 36. Waiver & Complete Agreement

CHE and the Union specifically agree and acknowledge that during bargaining for this Agreement, each had the unlimited right and opportunity to make proposals and discuss any and all issues related to wages, hours, terms and conditions of employment. Except as expressly provided otherwise in this Agreement, during the term of this Agreement, neither party shall be obligated to bargain over any subject that is addressed in this Agreement. As to any subject not contained in this Agreement, the parties retain their respective rights and obligations under the National Labor Relations Act, including the duty to bargain regarding mandatory subjects in good faith upon request.

Article 37. Successors and Assigns

In the event of any sale, transfer, assignment, merger, lease, or other change in the ownership or operation of the business, CHE shall, prior to the effective date of the transaction, (a) give the Union written notice of the transaction and the identity of the successor, and (b) notify the successor in writing of the existence of this Agreement and of the Union's representative status.

Article 38. Uniforms

Section 1. CHE Provides Scrubs

This Article is only applicable to RNs who are required by CHE to change into scrubs at work for safety and infection prevention purposes (e.g. surgical services; procedural areas and labor / delivery). Such RNs will be paid for the time before and after their assigned shift to change into or out of CHE owned scrubs.

RNs will use the scrub dispensers to receive and return scrubs or the scrub cart based on departmental distribution / collection process where there are no scrub dispensers. RNs have access to three (3) sets of scrubs through the scrub dispensers and / or scrub cart.

RNs provided CHE scrubs must return scrubs daily. When the RN returns soiled scrubs, a clean set of scrubs is available to be dispensed provided the three (3) sets of scrubs have been accounted for. If an RN fails to properly return soiled scrubs, the RN is subject to discipline.

Section 2. Privacy/Safety

RNs may opt to have their last name removed from their badge for safety concerns and replaced with the first letter of the RNs last name consistent with CHE policy. The RN will pay the fee for badge replacement.

Section 3. Registered Nurse Attire

RNs will be allowed to wear Corewell Health branded attire consistent with the CHE dress code policy and brand standard. Corewell Health embroidery, patches, pins and badge reels representing CHE, nurse professional awards, CHE longevity may be worn on badge buddies, lanyards and/or apparel as long as it does not impede the purpose of the badge and patient care or infection prevention is not impacted.

Section 4. Notice of Changes

Changes to the dress code policy must be communicated to the Union in writing and will be given a minimum of ninety (90) days' notice for RNs to comply with such changes.

Article 39. APPs

Unless otherwise affected by any provision in this Article, all the terms and conditions contained in this Agreement shall apply to the Advanced Practice RNs ("APRN;" "Nurse Practitioner;" "Certified Registered Nurse Anesthetist" or "Nurse Midwife").

Section 1. Status

An APRN shall be considered Full-Time if his/her FTE is equivalent to .9 to 1.0 and part-time if his/her FTE is equivalent to .5 to .89, where 0.1 FTE is equivalent to four hours per week. CHE may require APRN's to be scheduled for a certain number of shifts in order to maintain their FTE status.

Section 2. Wages

A. Wage Tiers

APPs will be assigned to one (1) of four (4) classification pay tiers A, B, C or D. The classification pay tier designation is determined by the work, the complexity of the assessment and management required by the patient population, the stability of those patients and the level of technical skills that must be employed. CHE reserves the right to adjust the tiers with notice to the Union. The Union clearly and unequivocally waives its right to bargain about the decision and /or the effects of any tier adjustment.

B. Correcting Market Adjustments

CHE will make a one-time \$2,500 payment, less appropriate withholding taxes, to any NP who is employed at CHE on the Agreement ratification date. CHE will pro-rate the \$2,500 payment consistent with the period of time the NP worked as an NP for CHE back to February 9, 2025. CHE will make this payment within sixty (60) days after the Agreement ratification date.

C. Wage Increases

APRNs shall receive a wage increase consistent with Article 31, except that CRNAs shall receive the wage increase provided in Article 40.

D. Classification Review

Disputes over tier reclassification shall be reviewed by CHE upon request. No more than one (1) time every two (2) years, an APRN and Union steward may initiate a reclassification review by making a request to the CHE Labor Relations Department. The Labor Relations Department will complete the review within ninety (90) days.

Section 3. Pulling/Redeployment

A. Pull Assignments

Nurse Practitioners may only be pulled to units in which they have been trained.

Nurse Practitioners may volunteer to be pulled to a different unit, but only if they are trained to take care of that patient population. Volunteers shall be chosen based on seniority.

Section 4. Resignation

APRNs will give, in writing, a minimum of ninety (90) days' notice of resignation.

Section 5. Transfer

An APRN will give, in writing, a minimum of ninety (90) days' notice of transfer to a different unit within CHE. The APRN's manager may hold the employee up to thirty (30) additional days to maintain safe staffing and patient care ratios.

Section 6. Continuing Education/Professional Development

CHE will follow the Continuing Medical Education (CME) policy effective 1/1/27. If CHE decides to make a material change to the CME policy during the term of the Agreement, it will provide the Union notice and the opportunity to bargain effects.

Section 7. Paid Time Off

CHE agrees that APRNs and CRNAs on an allotment plan may roll up to forty (40) hours unused PTO over from one year to the next beginning in December 2026.

Section 8. Other Provisions

Picking up open shifts: Units/Departments will follow normal procedures to fill open shifts, but whenever reasonably possible, APPs in the cost center will be given the first opportunity to fill the open shift.

If a part-time APP position becomes available on a particular shift within a cost center, CHE will provide at least seven (7) days' notice to APPs within the cost center of the part-time position and the opportunity to express interest in reducing their FTE. If more than one (1) APP in the cost center is interested in reducing their FTE and both are equally qualified, priority will be given to APPs in the same cost center based on APP licensure / certification date.

This provision does not apply to situations in which an APP requests to adjust their FTE and there is otherwise no open part-time or casual position. These situations will be based on patient care needs and past practice.

Article 40. CRNAs

Unless otherwise affected by any provision in this Article, all the terms and conditions contained in this Agreement shall apply to the CRNA's.

Section 1. Wage Increases

CRNAs shall receive wage increases during this Agreement as follows:

- **Effective on the first full pay period after the Agreement ratification date:** CRNAs will receive a five and one-half (5.5) percent wage increase to base wage.
- **Effective for 2027:** CRNAs will receive a four (4) percent wage increase to base wage effective the first full pay period after March 1, 2027.
- **Effective for 2028:** CRNAs will receive a two-point two (2.2) percent wage increase to base wage effective the first full pay period after March 1, 2028.
- **Effective on March 1, 2029:** CRNAs will receive a three-point three (3.3) percent wage increase to base wage effective the first full pay period after March 1, 2029.

CRNAs will receive a one-time lump sum payment, less appropriate deductions, calculated as follows:

- Three (3) percent multiplied by the CRNAs regular hourly rate as of March 1, 2026 multiplied by their actual hours worked for the period of March 1, 2026 through the date of ratification. CHE will make this payment within forty-five (45) days after the ratification date.

Section 2. Paid Time Off

CHE agrees that APRNs and CRNAs on an allotment plan may roll up to forty (40) hours unused PTO over from one year to the next beginning in December 2026.

Article 41. Past Practices

Material past practices not otherwise addressed / changed in this Agreement will continue unless CHE decides to make a change in a material past practice. If CHE decides to make a change in a material past practice, it will provide the Union notice and an opportunity to bargain regarding the “effects” of the proposed change(s). Nothing in this Article shall prevent the parties from improving any condition, nor require the continuation of any practice that is contrary to law or to an express provision of this Agreement.

Article 42. Policies, Rules and Regulations

Current CHE policies, rules and regulations applicable to bargaining unit members shall continue during the term of this Agreement, except where specifically addressed or changed by this Agreement. CHE has the right to create new policies, rules and regulations applicable to bargaining unit members during the term of this Agreement unless the issue the policy, rule and / or regulation covers is otherwise specifically addressed / changed in this Agreement.

CHE has the right to modify existing policies, rules and regulations applicable to bargaining unit members during the term of this Agreement, provided that:

- (1) no such policy, rule or regulation shall conflict with or diminish any express provision of this Agreement;
- (2) CHE shall provide the Union with written notice not less than fourteen (14) days before implementation of any material change; and
- (3) nothing in this Article waives the Union’s right to request bargaining over any change affecting a mandatory subject of bargaining.

Article 43. Voluntary Drive Contributions

Upon receipt of a valid written or electronic authorization from an RN / APRN, CHE shall deduct voluntary contributions to DRIVE, (Democratic, Republican, Independent Voter Education), in the amount the RN / APRN designates.

Deductions shall be made during each regular payroll period in which the RN / APRN has sufficient earnings. CHE shall remit all amounts deducted to DRIVE no less frequently than monthly, together with a report identifying each contributing RN / APRN, an RN / APRN identification number or other mutually agreed-upon identifier, and the amount deducted.

Remittance and reporting may be made electronically in accordance with reasonable instructions which DRIVE provides. Participation shall be voluntary and may be revoked in accordance with the RN / APRN's written authorization and applicable law.

Article 44. Wage Grid Committee

Upon ratification of this Agreement, the Union will establish a Wage Grid Committee to develop a proposed wage grid for the successor collective bargaining agreement. CHE Labor Relations shall meet with the Union and/or the Committee upon reasonable request to discuss development of the grid. Upon the Union's reasonable request, CHE shall timely furnish information relevant to the development of the grid.

Article 45. Miscellaneous

Section 1. Paychecks

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

Section 2. Supervisors Performing Bargaining Unit Work

CHE may not use supervisors, managers, or other non-bargaining unit employees to perform work that otherwise would be performed by bargaining unit employees unless doing so is consistent with the historical practice prior to the execution of this agreement; in emergencies; when training or instructing employees; when assisting employees for the purposes of maintaining health and safety; or when necessary to cover absenteeism by bargaining unit employees.

Section 3. Immunizations

RNs will follow CHE Immunization Policy and procedure. CHE agrees that it will provide the Union notice and an opportunity to bargain regarding the "effects" (not the decision) over any changes to the Immunization Policy where the change will have a significant material impact to RN's terms and conditions of employment.

Article 46. Agreement Term

This Agreement shall continue in full force and effect from [execution date] through [three years from execution date]. If either CHE or the Union wish to terminate, modify or change this Agreement, the respective party shall provide written notice to the other party at least ninety (90) days prior to the Agreement expiration date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

COREWELL HEALTH EAST:

By: _____

Name: _____

Title: _____

Date: _____

TEAMSTERS LOCAL 2024:

By: _____

Name: _____

Title: _____

Date: _____