

AGREEMENT

BETWEEN

HURLEY MEDICAL CENTER

HOUSE STAFF ASSOCIATION

AND

HURLEY MEDICAL CENTER

JULY 1, 2017 - JUNE 30, 2021

TABLE OF CONTENTS

SECTION TITLE	PAGE
Purpose and Intent.....	1
1. Recognition	1
2. Non-Discrimination	3
3. Management's Rights	4
4. Association Representation.....	4
5. Withholding of Professional Services.....	5
6. Payroll Deduction for Association Dues.....	5
7. Information.....	6
8. Bulletin Boards	6
9. Special Conferences.....	7
10. Committee Representation.....	7
11. Grievance Representation	8
12. Grievance Procedures	8
13. Disciplinary Action	12
14. Medical Records	12
15. Work Schedule and Work Environment	12
16. Medical Center Provisions	14
17. Extra-Curricular Medical Practice	15
18. Security of Employment	15
19. Vacations.....	17
20. Salaries	19
21. Conferences.....	19
22. Leaves of Absence	19
23. Insurance Program	22
24. Disability Insurance.....	24
25. Retirement.....	24

26.	Miscellaneous.....	24
27.	Waiver.....	26
28.	Separability	27
	Liability.....	27
29.	[Reserved for Future Use].....	27
30.	Policies and Resident Review	27
31.	Length of Agreement	28
	Appendix A — Compensation Schedule	30

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Medical Center and the House Staff Association.

The parties recognize the interest of the patient and the educational training of the House Staff (hereinafter referred to as "Residents" or "Resident Physicians") depend upon the Medical Center's success in establishing proper services for the patient. The parties recognize the undesirability of excessive work hours for Resident Physicians inconsistent with optimum patient care and high standards of training. The parties will make every reasonable effort to arrange schedules and duties consistent with optimum patient care, high standards of training, specialty Board requirements and limitations, and the health and wellbeing of Resident Physicians including their reasonable social needs and providing for adequate rest.

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

SECTION 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379, State of Michigan, Public Acts of 1975, as amended, the Medical Center does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment, for the term of this Agreement, of all employees of the Medical Center who are in the classification of PGY1, PGY2, PGY3, PGY4, PGY5, and PGY6. The terms "employee" and "employees" as used in this Agreement shall refer to a Resident Physician, or Resident Physicians, formerly referred to as House Officer or House Officers, and only identify those individuals within the bargaining unit described above. Resident Physicians (staff), collectively, shall be known as Resident Physicians or Residents. A Resident Physician shall be a Physician,

Psychologist or a Dentist who is in a recognized training program and who meets the qualifications for Resident eligibility as defined in the Accreditation Council for Graduate Medical Education (ACGME) Institutional Requirements.

As the position of Resident Physician involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities, the clinical competence of the Resident Physician is evaluated on a regular basis. The program maintains a confidential record of the evaluations.

The position of Resident Physician entails provision of care commensurate with the Residents Physician's level of advancement and competence, under the general supervision of appropriately privileged attending teaching staff. These functions and responsibilities shall include but not be limited to the following:

The Resident Physician participates in safe, effective and compassionate patient care, which includes such functions as the initial evaluation of the patient, the ordering of diagnostic tests, interpretation of results, performance of specific procedures, ongoing therapeutic management of patients, emergency management and consultations. And following structured handoff and transitions of care protocol that facilitates both continuity of care and patient safety. Residents will play an active role with system improvement processes, promoting patient safety and enhancing the quality of patient safety.

The Resident Physician develops an understanding of healthcare disparities, ethical, socioeconomic and medical/legal issues that affect graduate medical education and how to incorporate cost awareness and risk benefit analysis in the provision of patient care; i.e., the Resident Physician shall be required to use EPIC or the current medical records system utilized by Hurley Medical Center in all clinical areas/units. The Resident performs all of his/her responsibilities in a professional, ethical, compassionate, courteous and customer-focused manner according to the Medical Center's Courtesy Performance Standards.

The Resident Physicians will be engaged hospital wide performance improvement projects and scholarly activity with their respective residency training program.

The Resident Physician will be involved in recruitment, residency training program improvement, team building, interdisciplinary quality improvement and patient safety programs.

The Resident Physician shall participate in the educational activities of the training program and, as appropriate, assumption of responsibilities for teaching and supervising other Residents and students, and participation in institutional orientation and education programs and other activities involving the clinical staff.

The Resident Physician participates in institutional committees.

The Resident Physician will be required to enter accurate Clinical and Educational Work Hours in the software system or the duty hour tracking system currently utilized by Medical Education.

The Resident Physician will be required to complete all required hospital Healthstream modules annually and all Medical Education modules required by the residency training program.

Performance of these duties in accordance with the established practices, procedures and policies of the institution, and those of its programs, clinical departments and other institutions to which the Resident Physician is assigned; including, among others, state licensure requirements for physicians in training, where these exist.

Residents will act in a professional manner and present a professional appearance while engaged in any work related activity or while representing Hurley Medical Center.

SECTION 2 - NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, height, weight, non-disqualifying handicap, or political affiliation. The Association shall share equally with the Medical Center the responsibility for applying this provision of the Agreement. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include all male and female employees.

Nothing in this article shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available, or from exercising the rights available under other provisions of this Agreement.

SECTION 3 - MANAGEMENT'S RIGHTS

The Medical Center retains the sole right to manage its business, including but not limited to, the rights to decide the number and location of its buildings, the services to be rendered and the equipment and supplies to be purchased; to maintain order and efficiency in all of its operations and establish reasonable rules and regulations; to hire; lay-off; assign and direct; transfer and promote Resident Physicians; and to determine rotation schedules and the number of hours to be worked; to retain exclusive jurisdiction over all educational and academic issues and retain all other rights and prerogatives, including those normally exercised in the past, subject only to such restrictions of those rights as expressly provided in this Agreement.

The Association reserves the right to question the reasonableness of the Medical Center's rules and regulations through the grievance procedure.

SECTION 4 - ASSOCIATION REPRESENTATION

A. Bargaining Representative

The Medical Center will advise all newly employed Resident Physicians at the time of their employment that the Association is their bargaining representative and will notify the Association in writing of the names of each new employee. The Medical Center and its representatives, recognize the right of any Resident Physician to become a member of the Association and will not discourage, discriminate, or in any other way interfere with the right of any Resident Physician to become and remain a member of the Association. The Medical Center will provide the Association with the opportunity for representation during orientation of new Residents with the purpose of speaking to the assembled group and distributing materials.

B. Negotiations Committee

The Association will be represented in negotiations by a negotiating committee not exceeding four (4) members or their alternates, who will not lose pay when they participate in the negotiation process while on duty.

SECTION 5 - WITHHOLDING OF PROFESSIONAL SERVICES

It is recognized that the need for proper care and treatment for patients are of paramount importance and that there should be no interference of such care and treatment. Therefore, the Association and its officials under this Agreement will not engage in, encourage or condone action resulting in absence from one's position or failure to report to work, which would interfere with the treatment and welfare of the patient. In the event of any such unauthorized actions or interference, and on notice from the Medical Center, the Association, through its officials, will immediately disavow such action or interference and act affirmatively to prevent or bring about the termination of such actions or interference by instructing any and all employees to cease their misconduct and informing them that this misconduct is in violation of the Agreement, subjecting them to disciplinary action, including discharge.

If the Association, through its officials, performs its obligations as set forth in this Section, the employer agrees that it will not file or prosecute for damages against the Association or its officials for any of the above mentioned actions. Nothing herein, however, shall preclude the employer from proceeding against any employee involved in such action or interference. Furthermore, the Association agrees that it will not file or prosecute for damages against the employer for actions it takes unless it fails to perform its obligations as set forth in this Agreement, or condones or takes actions not consistent with the provisions of this Agreement.

SECTION 6 - PAYROLL DEDUCTION

A. Association Fees

The Medical Center agrees to deduct dues from the salaries of the employees, in accordance with the standard form used by the Association, provided that the same form shall be voluntarily executed by the employees and filed with the Human Resources Office of the Medical Center. The written authorization for organizational dues deduction shall remain in full force and effect during the period of employee membership, ceasing the month immediately following the month in which the employee is no longer a member of the bargaining unit.

A monthly service fee equal to the amount of the Association fee will be paid to the union/Association in the event the employee has not made application for membership in the Association.

The Medical Center shall deduct dues in twelve (12) monthly installments, from the second pay period of the month, the amount of which shall be that required as a condition of membership in the Association. The Association shall, thirty (30) days in advance at the start of each fiscal year, give written notification to the Medical Center the amount of the dues which are to be deducted. The deducted amount of these dues shall not be subject to change more than once during the entire fiscal year, with the Association providing thirty (30) days written notice of such change. All dues so deducted shall be sent to the Treasurer of the Association promptly under procedures to be established by the Medical Center.

It is expressly understood that the Medical Center shall assume no liability in connection with the voluntary deduction of employee dues after transfer of dues to the Association's designated assignee. Following such transfer and only after said transfer will disputes and adjustment matters be settled between the Association and the employee involved.

SECTION 7 - INFORMATION

The employer shall furnish the Association a quarterly list as complete as possible beginning July 1, of the current fiscal year, of the names, birthdays, postgraduate levels, hourly wages, and the departments of all Resident Physicians paid by the Medical Center. The Association shall retain such information in confidence and disclose it only to those whose Association duties require them to have such information. The parties recognize that the Medical Center assumes no liability for the Association's distribution of this or any other information. Upon written request from the Association, the employer shall provide available and pertinent information which is relevant to properly process a grievance.

The parties shall share equally in the cost of printing of the Agreement. The Medical Center shall be responsible for the distribution of this Agreement. It will provide a copy of this Agreement to each candidate interviewing for a residency training position, new employee and to all present employees. Additionally, the contract will be placed on the Hurley Intranet. Each Resident will be provided with a current copy of the employment contract prior to signing an employment agreement.

SECTION 8 - BULLETIN BOARDS

The Medical Center agrees to maintain the existing bulletin board in the Resident Physician's lounge. The Labor Relations Office will stamp all notices which may affect the image of the

Medical Center and those which pertain to Association business. All notices shall be signed by a responsible officer of the Association; and although not limited to the following notices, they shall include:

Association meetings;

Association elections and appointments;

Results of the Association elections;

Recreational and social events of the Association;

General communication relative to the Association's role as collective bargaining agent.

In the event of a dispute concerning the appropriateness of the material posted, the President of the Association will be advised in writing of the nature of the dispute.

SECTION 9 - SPECIAL CONFERENCES

Special conferences, for important matters that may arise, may be arranged between the Association President and the Academic Officer/DIO, or his designee. Such meetings will be attended by no more than two (2) representatives of the Association, one of whom shall be an elected officer of the Association. At least a seventy-two (72) hour notice of the agenda will be given by each party and the discussion will be limited to those items on the agenda, except by mutual agreement. These meetings will be held between the hours of 9:00 a.m. and 4:00 p.m. Association representatives will not lose time or pay for time spent in such meetings.

SECTION 10 - COMMITTEE REPRESENTATION

Recognizing the substantial contribution to be made by the Resident Physicians toward the improvement of the delivery of patient care in Hurley Medical Center, the Association will be permitted at least one (1) voting representative (but not limited to the committees listed below) on each of the following committees and may be permitted additional voting members/representatives as determined by the chairperson of each committee, respectively.

- A. Graduate Medical Education Committee
- B. Performance Improvement Coordination Council
- C. Medical Library Committee
- D. Infection Control Committee
- E. Pharmacy Committee
- F. Medical Records/Permanent Audit Committee
- G. Respiratory Therapy Committee

H. Residency Evaluation Committee (each residency)

I. Graduate Medical Education Quality and Patient Safety Committee

The Resident Physicians' committee representatives shall be selected by their peers. Also, additional Resident Physician members may be permitted to attend committee meetings upon demonstrated interest. Under the bylaws of the Medical Staff, as outlined in Article VII, of Section 4, the President of the Hurley Medical Center House Staff Organization shall be an ex-officio member with the privilege of voting on the Executive Committee.

SECTION 11 - GRIEVANCE REPRESENTATION

As designated by the Association, there shall be four (4) Resident Physicians who shall be recognized as the direct representatives of the Association for addressing of grievances arising in the Medical Center. The Association will notify the Labor Relations Department, as to the designated individuals. The designated representatives will process grievances only beyond the first step. In the processing of grievances, the representatives will make every effort to discuss and investigate grievances during outside of Clinical and Educational Work hours. However, discussions with Program Directors or administrators in accordance with the procedures outlined above will be conducted during their working hours. If it becomes necessary for a representative to investigate a grievance during Clinical and Educational Work hours, he or she will conduct this investigation when it does not interfere with delivery of patient care.

Representatives shall suffer no loss in pay for time spent processing grievances; processing includes investigating and/or discussing grievances. It is understood that Resident Physicians are professionals and will assume their professional responsibilities at all times while on duty. Therefore, representatives will not ignore any of their patient care responsibilities while involved in the processing of a grievance.

SECTION 12 - GRIEVANCE PROCEDURE

Under this Agreement, a grievance shall mean any controversy or claim arising out of or relating to wages, hours, and conditions of employment, excluding solely educational issues; or any controversy or dispute arising out of or relating to this contract shall be considered a grievance.

Paragraph A: The following procedure shall be the sole and exclusive means for resolving grievances. A grievance may be filed by an individual employee or group of employees or by the Association alone. The grievance procedure as described below must be initiated by the grievant(s) within thirty (30) working days of the occurrence of the matter to be grieved. In cases based on violations which are not continuing, and where circumstances of the case made it impossible for the grievant(s) to know that there were existing grounds for such claims at that time, the grievance must be presented for discussion within thirty (30) working days of the date when the grievant(s) first became aware of the situation.

Step 1. If an employee feels he/she has a grievance, prior to reducing it to writing, it must be discussed orally with the Program Director. At that time a standard form will be signed by both parties documenting verbal presentation of the grievance, and if resolved at this point, the disposition will be reduced to writing on the form and signed by both parties. If in that initial discussion the Program Director feels that the matter is not within his jurisdiction, the matter will then be discussed with a member of the Labor Relations Department, who will either accept the grievance as within his jurisdiction or refer the grievant(s) to the proper person, and who will sign a standard form documenting his referral. The Program Director or the person to whom the grievance was referred must reply to the grievance within five (5) working days.

If the subject matter of a grievance involves employees of more than one (1) department, or if the subject involves a matter of broad Medical Center Policy, the grievance shall be initiated with the Academic Officer/DIO and proceed accordingly.

Step 2. If the grievance is not thereby disposed of it shall be submitted in writing, within five (5) working days, on the standard grievance form, by the grievant(s) to the Program Director or the person to whom the grievance was referred. The Program Director or the person to whom the grievance was referred shall place his written disposition on the grievance form within five (5) working days and return it to the grievant(s). A copy of this completed form shall be given to the Association.

Step 3. If the grievance remains unresolved, the Association may, within five (5) working days, submit the grievance to the Labor Relations Department. A meeting between the President of the Association or his designee and the Labor Relations representative will be held to discuss

the grievance within seven (7) working days from the date the grievance is received by the Labor Relations Department. The Labor Relations representative will place his disposition of the grievance in writing on the grievance form and shall return it to the President of the Association within five (5) working days.

Step 4. If the grievance is not settled at Step 3, the Association may, within ten (10) working days following the receipt of the written reply of the Labor Relations representative, request arbitration. Such a request shall identify the grievance and the issue, set forth the provisions of the contract involved, if applicable, and set forth the rationale explaining how the Agreement has been violated or the non-contractual basis for the grievance and the remedy desired. If no such notice is given within the prescribed time limits provided, the grievance shall not be arbitrable.

1. The arbitrator shall be selected in the following manner:
 - a. The parties agree to meet as soon as reasonably possible, but no later than sixty (60) days after ratification of the contract to select an ad hoc panel of arbitrators. This panel shall contain no more than five (5) members who will be selected via mutual agreement by the Medical Center and the House Staff Association. The arbitration panel list will be alphabetized with cases distributed on a rotational basis. Revisions to this list shall be made via mutual agreement between the parties.
 - b. In the event that the parties are unable to agree upon the selection of the arbitrator within fifteen (15) calendar days, the American Arbitration Association shall make the selection.
2. The Arbitrator shall have no power to add to or subtract from or modify any terms of this Agreement or any supplemental agreement there to.
3. No findings involving wages shall be made for more than ninety (90) calendar days retroactively from the date the grievance was submitted. In the event the arbitrator must be chosen by the American Arbitration Association, no retroactive time limit involving wages may be set. The arbitrator will be requested to make his best efforts to issue his written ruling within fifteen (15) days following the conclusion of the hearing of arguments in the case.
4. The Arbitrator's award will be binding on the employee involved, the House Staff Association and the Medical Center.

5. The fees and expenses of the Arbitrator shall be split equally between the Association and the Employer. Each party shall be responsible for its own costs associated with the arbitration, including those for legal counsel, experts, and witnesses.
6. No decision of the Arbitrator or the Medical Center's Management in one case shall create a basis for retroactive adjustment in any other case prior to the date of written filing of each specific claim.
7. A Resident Physician will not normally be relieved of medical responsibilities prior to the exhaustion of the grievance procedure, where to do so would jeopardize credit in the training program, except where continued presence is deemed to be a risk to the Employer or to adversely prejudice patient care. Such removal entitles the grievant to immediate appeal to Step 3 of the Grievance Procedure.
8. The Resident Physician shall have right to request and receive representation of the Association at all disciplinary and grievance hearings. Additionally, the Resident Physician shall have the right to have legal counsel present for hearings involving terminations from educational programs, or exhaustion of the internal grievance mechanism, i.e. within the arbitration process.

Paragraph B: Withdrawal of Grievances

1. The Association may withdraw any single or multiple grievance at any step of the Grievance Procedure by so notifying the Medical Center in writing on the back lower left hand corner of the grievance. Any grievance so written is presumed to have been settled in accordance with the last answer given and may not be made the subject of another grievance and may not be carried further in the Grievance Procedure at any future time.
2. A grievance which has been referred to an arbitrator may not be withdrawn by either party except by mutual consent.

Paragraph C: Time Limits

Any grievance which is formally presented at any step of the Grievance Procedure and is not advanced to the next step by the Association within the specified time limits is presumed settled on the basis of the last answer given.

No grievance so settled can be reactivated in any future time or made subject to any future appeal.

SECTION 13 - DISCIPLINARY ACTION

All rules of the Medical Center now enforced or hereinafter adopted shall be observed by all Resident Physicians. The Medical Center will not discharge, nor take disciplinary action against any employee without just cause.

SECTION 14 - MEDICAL RECORDS

1. The Health Information Department will be responsible for providing Program Directors a list of residents with incomplete records of more than fourteen (14) and twenty one (21) days post discharge, via e-mail.
2. Residents will be responsible to view the incomplete records / reports. Any Charting deficiencies must be completed within a timely manner as determined by Accreditation Council for Graduate Medical Education (ACGME) or other regulatory agencies (i.e. JCAHO, CMS, etc.).
3. Resident physicians failing to be complaint in completing medical records shall be subject to appropriate disciplinary action.
4. Residents must abide by any policies or procedures related to accessing Electronic Medical Records that are required by Hurley Medical Center.

SECTION 15 - WORK SCHEDULE AND WORK ENVIRONMENT

In recognizing that optimal patient care and high standards of training are mutual goals, the Medical Center endeavors to establish call schedules and work environments in conformance with the ACGME Institutional and Common Program Requirements. In order to facilitate the obtainment of goals outlined in the specific training program and to facilitate the delivery of total patient care the Medical Center recognizes the need to and shall endeavor to employ auxiliary patient care personnel in a sufficient number so as to adequately assist with the various nursing functions and patient services on all shifts. Clinical and Educational Work hours worked by Resident Physicians shall not be excessive and shall be in accordance with the Institutional and Common Program Requirements as adopted by the Accreditation Council for Graduate Medical Education.

The parties further agree that certain required auxiliary services which are necessary for providing total patient care and which are customarily assigned to other hospital departments should be provided by the employees assigned to those departments, in order to free the Resident Physicians for their primary responsibility as mentioned in section 1. Resident Physicians will only be required to perform transport, IV placement, phlebotomy and other functions presently covered by respiratory therapists on an emergency basis or if required by the ACGME or RRC of the appropriate residency training program.

The Medical Center agrees that it will make every reasonable effort to implement the above definition of functions and responsibilities of various departments by the adoption of suitable policies and job descriptions.

The parties further agree that it is the Medical Center's responsibility to provide adequate nursing and auxiliary personnel on all shifts seven (7) days a week except on those shifts when auxiliary personnel are not regularly scheduled to work and to fill vacancies as soon as possible in order to provide safe and adequate nursing care and to make maximum utilization of the training and competencies of all nursing personnel.

Paragraph A: Work Schedules

1. Employees will not be scheduled for primary on-call duty more often than one (1) in three (3) days and/or in accordance with ACGME Institutional and Common Program Requirements.

Paragraph B: Work Environment

1. The Medical Center will attempt to provide air conditioned on-call rooms each with a bed, chair, desk, telephone, toilet, sink and clean shower, clean linen, towels, and a pillow, where practical and feasible.
2. The Medical Center will make an effort to maintain on each unit the equipment typically necessary for the examination of patients by Resident Physicians and attending physicians.
3. The Medical Center will notify the Association of the date of inspection by The Joint Commission or The Centers for Medicare and Medicaid Services and will make available to the Association the Joint Commission or The Centers for Medicare and Medicaid Services report, which is presented to the Medical Center.

SECTION 16 — MEDICAL CENTER PROVISIONS

The Medical Center shall provide:

- A. Beepers with battery replacement and maintenance
- B. Individual lockers
- C. Free access to CME courses sponsored by the Medical Center. Should a Resident fail to attend a course for which he/she registered without providing forty-eight (48) hours-notice that he/she will not attend, the Resident must pay the cost of the course or reimburse the Medical Center for same.
- D. Tuition costs of Basic Cardiac Life Support (BCLS), Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) and Neonatal Resuscitation Program (NRP) courses offered by Hurley Medical Center will be paid by the Medical Center when certification of above-mentioned programs are required to meet residency training program requirements. Should a Resident fail to attend a course for which he/she registered without providing forty-eight (48) hours-notice that he/she will not attend, the Resident must pay the cost of the course or reimburse the Medical Center for same. Unless there is demonstrated need by the residency training program, Hurley Medical Center will not pay for courses during the last four months of the Resident's final year of residency training program. Resident Physicians in their last four months of training requesting to schedule said course shall require a written letter of approval from the Program Director demonstrating need.

Resident Physicians unable to schedule such courses at Hurley Medical Center due to patient care responsibilities shall be reimbursed for off-site programs at the level it would cost the Resident to register at Hurley Medical Center. Should a Resident fail to attend a course for which he/she registered without providing forty-eight (48) hours-notice that he/she will not attend, the Resident must pay the cost of the course or reimburse the Medical Center for same. Residents not passing said courses on the first attempt will not be reimbursed for re-enrollment in the course. Once the initially failed course is passed, future courses will be reimbursed as outlined above.

Residents who have a legitimate reason(s) for not attending must obtain written approval/waiver from their respective Program Director.

- E. Hepatitis B vaccination as requested/required
- F. Residents lounge with:

1. Telephone
2. Couches/chairs
3. Refrigerator and microwave
4. Computer terminal
5. Television.

SECTION 17 - EXTRA CURRICULAR MEDICAL PRACTICE

A Resident Physician shall be permitted to engage in outside medical/dental practice or other endeavors provided prior notification is provided and approval is granted by the appropriate Program Director, such activities do not interfere with the responsibilities, duties, and assignments of the Hurley Medical Center, are not in violation of ACGME Institutional or Common Program Requirements and corresponding RRC requirements for Resident Physician work hours. Resident Physicians under consideration for moonlighting must meet the written criteria of the Hurley Medical Center Moonlighting Policy, Standard Practice 2126. The Medical Center's liability coverage will not be extended to cover such extracurricular medical practice.

SECTION 18 - SECURITY OF EMPLOYMENT

Paragraph A. Individual Contracts

Prior to employment by Hurley Medical Center, each respective employee will receive a letter of agreement from the Medical Education Department which commits the individual and Hurley Medical Center to an employment relationship. Such letters of agreement shall express the fact that all Resident Physicians are represented by the Association which has negotiated a collective bargaining agreement, covering wages, hours and conditions of employment that is available to the prospective employee upon request. Letters of Agreement are generally one year in duration unless otherwise specified.

The letter of agreement will indicate that condition of reappointment is not guaranteed. Furthermore, it will indicate that Residents must be in compliance with defined educational requirements of the residency. Reappointment will ultimately be determined by the Program Director and educational committee of the residency.

Also, prior to employment by the Hurley Medical Center, each prospective employee will receive a tentative outline of his/her rotation schedule which may be changed if the educational needs of the employee warrant it. This rotation shall conform with the specialty board recommendations for the applicable PG year and the provisions of the contract.

Resident Physicians shall receive notification of contract renewals at least three months prior to the end of the Resident Physicians current contract.

Nonrenewal and non-promotion of Resident Physician contracts shall be consistent with ACGME Institutional and Common Program Requirements.

Paragraph B. Evaluations

Residents will be evaluated by teaching faculty during each rotation. Teaching faculty will complete written/electronic evaluations at the conclusion of each rotation and submit each evaluation in a timely manner.

Additionally, each Resident will be provided a documented semiannual evaluation of performance with feedback by the Program Director.

Furthermore, the Program Director will provide a summative evaluation for each Resident upon completion of the program that will be in compliance with ACGME Institutional and Common Program Requirements.

All evaluations will be accessible for review by the Resident.

Paragraph C: Confidentiality

1. All employee files will be kept confidential. Such files shall not be disclosed without the Resident Physician's consent to individuals outside the departments of Medical Education, the Program Director, and Human Resources and Labor Relations, except where required by law, or purposes of accreditation, due process or approval of training. In the event that an individual Resident Physician's file is disclosed pursuant to law or accreditation, the Resident Physician shall be promptly notified in writing, including a statement of the purpose of the examination. Such files will be established,

maintained and kept confidential through the regular procedures of the Human Resources Department and the Medical Education Department.

2. The employee must be notified of any document to be placed in his/her file which could be used for the purpose of disciplinary action or which could negatively affect the Physician. Each Resident Physician shall have reasonable access to his/her employee file and the right to copy any documents therein. The Resident shall have the right to respond to any materials on file with written rebuttal. The Resident shall also have the right to challenge the validity of any document in the file through the grievance procedure. In the event that such grievance is sustained, any material directly contradictory to the grievance determination shall be removed from the file.
3. The Medical Center recognizes and acknowledges its responsibility/duty to resist disclosure of information exempted from disclosure, e.g., via the Freedom of Information Act. Moreover, failure on the part of the Medical Center to comply with the notice provisions herein mentioned shall prevent the Medical Center from utilizing said document(s) for the purpose of discipline or discharge.

SECTION 19 – VACATIONS

Paragraph A: Length of Vacations

1. Vacations for employees of the Medical Center are computed on the basis of fiscal year. A fiscal year is defined as commencing the first day of July and ending the following June 30. A week of vacation is considered to be six (6) consecutive days. Resident Physicians shall not be paid for unused vacation days, except in exceptional circumstances which are deemed extraordinary by the mutual agreement of the Program Director and Academic Officer/DIO. Vacation days used by the Resident Physician will be paid, up to the number of days available in the Resident Physician's vacation bank.

FULL TIME

PG 1	Three (3) Weeks *
PG 2	Three (3) Weeks
PG 3	Four (4) Weeks
PG 4	Four (4) Weeks
PG 5	Four (4) Weeks
PG 6	Four (4) Weeks

PART TIME

1st Year - One (1) Week
2nd Year - Two (2) Weeks
3rd Year - Two (2) Weeks
4th Year - Two (2) Weeks
5th Year - Two (2) Weeks

*PGY-1 One week of vacation not reimbursable if not taken. Vacation time can be taken in one or more segments. However, under normal circumstances vacations will not be granted in segments shorter than one week in duration. Any other vacation requests received will be reviewed and granted (if possible) on a first come basis.

2. Resident Physician shall be granted two (2) long weekends and five (5) personal days annually for PGY 2-6. PGY 1 Residents shall be granted one (1) long weekend and four (4) personal days. The long weekends shall be requested six weeks in advance and personal days two weeks in advance. The Program Directors shall determine whether the granting of such days will adversely affect operations, staffing, and delivery of care. A part-time PGY-1 Resident shall have one (1) long weekend and one (1) personal day. A part-time Resident after the PGY-1 year shall be granted one (1) long weekend and three (3) personal days.

The time limit outlined above for personal days may only be waived in cases of emergency or unusual/extenuating circumstances.

Paragraph B: Assignment of Vacation

1. The vacation shall be scheduled to meet the patient care requirements of the Medical Center on a departmental basis with due consideration given to the employee's wishes as to time and duration. All vacations must be requested by April 1 of each academic year. The actual scheduling of vacation shall be arranged through, and must have the discretionary approval of the Program Director. However, the Program Director shall make every effort possible to schedule the appropriate amount of vacation time for the employee within the year.
2. Written requests for vacation shall be submitted at least six (6) weeks in advance of the time requested. Any other vacation requests received will be reviewed and granted (if possible) on a first come basis.
3. Annual vacation leave shall not be accumulative. However, employees shall not be forced to take pay in lieu of vacation by the Program Director's refusal to give vacation to Resident Physicians. Any excess vacation accrued due to the non-scheduling of vacations shall be forfeited, except in exceptional circumstances which are deemed extraordinary by the mutual agreement of the Program Director and the Academic Officer/DIO. Should there be any compensation due, it shall be at the Resident's then current rate of pay.
4. Three (3) day weekends shall not be utilized for the purpose of extending vacations except as mutually agreed upon by Program Directors and the Academic Officer/DIO.

5. Resident Physicians in a part time position shall be responsible for covering one another during vacation periods.

SECTION 20 - SALARIES

Resident Physicians shall be paid a yearly salary as outlined in the salary schedule attached as Appendix A. Pay periods will be every two (2) weeks. Initial assignment of an employee to a salary level, including assignments when an employee changes from one residency program to another, shall be determined by the Program Director. Furthermore, employees who are advanced to new higher postgraduate year levels each July shall receive their increase in pay for their new postgraduate year in July, or within two pay periods of advancement.

2496 hours: 96 hours @ 26 pays

Chief Resident Differential: Resident Physicians serving as Chief Resident during Board requirement years (for all specialties), will be eligible for a Chief Resident differential of \$2,500.

SALARY AND BENEFITS FOR PSYCHOLOGIST

All newly hired psychologists in post-doctoral training shall enter the compensation schedule at the A.G. 2 level.

SECTION 21 - CONFERENCES

All Resident Physicians shall be entitled to attend one (1) conference per year. Said conference shall be approved by the Program Director.

SECTION 22 - LEAVES OF ABSENCE

Paragraph A: Personal Leave

1. Personal leave of absence without pay for reasons other than specifically provided elsewhere in this Agreement may be granted by the Program Director upon written application by the employee.
 - a. When a personal leave of absence under this provision is granted for a period of not more than six (6) months, the individual shall be entitled, at the termination of the leave, to be re-employed to the same position held at the time the leave was granted. Sick leave and vacation shall be retained but not accumulated during the period of leave.

- b. When a personal leave is granted for a period of more than six (6) months, the employee position will not automatically be held open. If a position is not available, the employee will be re-employed when a position comparable to the position previously held becomes available, if the employee has notified the Program Director of his/her desire to return in writing. During such leave an employee's sick leave and vacation shall be retained, but not accumulated.
2. Resident Physicians shall, when a personal leave is granted, keep the Medical Center informed of any change in status or conditions causing the employee to request leave.

Paragraph B: Bereavement Leave

In the event of a death of a member of the employee's immediate family, the employee shall be entitled to a leave of absence of such duration as may be deemed appropriate by the Program Director under the circumstances. Each employee shall be granted a maximum of three (3) working days pay, plus reasonable travel time unpaid, not to exceed a total of five (5) working days. Employee shall also be granted leave up to one half (1/2) day for the purpose of attending funerals of other close relatives. Immediate family shall be defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, step-children, brother-in-law, and sister-in-law.

Paragraph C: Sick Time

Resident Physicians shall be granted six (6) sick days per year. Said days shall be granted at the beginning of the Resident's contract. Such time may accumulate without limitation. Sick time shall be paid at the Resident's regular rate of pay and shall be paid only for time lost for which the Resident would have been required to work. Any employee who becomes ill or is injured and expects to be off duty should notify the Medical Center as promptly and as early as possible, but no later than one and one-half (1-1/2) hours prior to the start of employee's scheduled shift. When an employee is on sick leave which extends beyond the time when he/she has exhausted accumulated sick leave, he/she may, at his/her discretion, have such additional days charged against vacation days then accrued, or take a leave without pay for the remaining period of that illness, upon written request.

Paragraph D: Family and Medical Leave Act (FMLA)

The Medical Center shall maintain a written Family and Medical Leave Act policy and procedures, which shall be in compliance with applicable law and which shall also be subject to future change pursuant to Section 3, Management's Rights.

Note: See Medical Center's most recent FMLA policy.

Paragraph E: Association Business Leave

1. An employee who is selected or elected by the Association for official Association Business that will require absence from work shall be granted a leave of absence without pay for the duration of the assignment.
2. Employees who are certified by the Association's President as officially authorized representatives shall be granted leave without pay to attend meetings or conferences, provided that no more than two (2) representatives shall be certified to the Medical Center, upon not more than two (2) occasions per year. The Association shall notify the appropriate Program Director and the Academic Officer/DIO as to the time, date, and purpose of such meetings; such notice should be submitted at least ten (10) days prior to the date of such meeting.

Paragraph F: Program Extensions

Resident Physicians should use criteria established by appropriate specialty boards and residency review committees concerning total leaves of absence. If the total leave of absence scheduled by a Resident Physician is in excess of board and/or residency review committee requirements, the training program may allow Resident Physicians to make up such time to satisfactorily complete the program.

All changes in Board, ACGME Institutional and Common Program and Residency Review Committee requirements will act to supersede previous language/requirements and are considered as binding on the parties.

SECTION 23 - INSURANCE PROGRAM

HEALTH COVERAGE

Paragraph A. Health Coverage. The Employer will provide health insurance benefits to eligible Employees. The Employer will pay toward such benefit no more than the annual payment limits permitted for each coverage category (single, two-person, and family) as may be adjusted by the State Treasurer pursuant to Section 3 of the Publicly Funded Health Insurance Contribution Act, MCL 15.563, or the premium amount for the selected coverage, whichever is less. If, during the term of this Agreement, the state Treasurer adjusts the annual payment limits permitted for each coverage category pursuant to MCL 15.563, the adjusted annual payment limits will apply for the benefit plan coverage year beginning after the adjustment.

Employees may currently choose from following health coverages:

- BCBSM EPO
- BCBSM PPO B
- Any additional Health Plan as offered by The Medical Center

Employees will pay premium contributions through pretax payroll deductions, which will be taken in equal installments from the Employee's first two (2) paychecks in each calendar month. Employees will be required to comply with applicable insurance policies and regulations.

Paragraph B. Change in Coverage. During the term of the agreement, the Employer may change the health plan coverage in order to keep premium contributions and out-of-pocket costs affordable for Employees. Changes may affect, but are not limited to, coinsurance amounts, deductible amounts, coverage limitations, copayment amounts, and/or other healthcare plan design elements. The Employer will provide the Union advance notice regarding any such health coverage changes and an opportunity to confer. Any changes will become effective on January 1st of each benefit plan year and will be effective for the entire benefit plan year. Employees will have the ability to make benefit elections prior to the beginning of the plan year.

Paragraph C. Comparable Coverage through Other Carriers. During the term of the Agreement, the Employer may replace one or more of the health coverage options with a plan provided by another carrier, provided the benefits are comparable, and if the costs for eligible Employees are not increased over the costs that would apply if the replaced coverage were retained. Before the Employer replaces a health coverage option pursuant to this paragraph, the Employer will provide notice to the Union, and upon request will meet with the Union and confer regarding the proposed replacement.

The Medical Center shall provide, at no expense, each employee Life Insurance and dismemberment coverage in the amount of \$50,000 and double indemnity coverage in this amount in the event of accidental death.

Paragraph D:

1. Liability Coverage - The Medical Center shall provide liability coverage for all employees working in the Medical Center who may be subject to liability claims for incidents arising out of their Medical Center employment in the amount of one million dollars.
2. Malpractice Coverage - During the term of this Agreement, the Medical Center shall maintain in force a malpractice coverage for all Residents working at the Medical Center and whom may be subject to malpractice claims for incidents arising out of their Medical Center employment. The Medical Center will provide the Bargaining Unit with a description of that coverage and the limitations thereof; and prior to any changes being made thereto, will apprise the Bargaining Unit.

Paragraph E: Dental Plan

Resident Physicians dental coverage shall provide for 100% of treatment cost for preventive, Diagnostic (except radiographs) and Emergency Palliative (Class I) services and 90% of the balance of Class I benefits, 50% of treatment costs paid on Class II benefits, with a \$1000 maximum per person per contract year on Class I and II benefits; 50% of treatment costs paid on Class III (Orthodontic) benefits, with a \$650 lifetime maximum, in exchange for one sick leave day.

Paragraph F. Optical Plan

For each eligible individual, there are the following limitations on the frequency with which charges for certain services and materials will be considered covered expenses. Reasonable and customary charges for examinations, lenses, and contact lenses (\$300 maximum) and frames (\$150

maximum): Once during any period of twelve (12) consecutive months for children under age eighteen (18); once during any period of twenty-four (24) consecutive months for adults (18 and over). Also, up to age 19 and solely dependent upon employee (parent) for support. The limitation of lenses, contact lenses and frames apply whether or not they are a replacement or lost, stolen, or broken lenses, contact lenses, or frames. Paragraph

Paragraph G. Part-Time Employees Resident Physicians working less than full time will not be eligible for paid time off benefits or other fringe benefits except for liability insurance, health insurance and vacations as outlined in Section 19.

SECTION 24 – DISABILITY INSURANCE

The Medical Center will provide residents/fellows with Disability Insurance Benefits per ACGME Institutional Requirements. Any changes to the ACGME Institutional Requirements on Disability Insurance during the term of this contract will be discussed between both parties prior to be implemented.

SECTION 25 – RETIREMENT

Deferred Compensation Retirement Programs will be made available to members covered by this agreement at their own cost. Current Retirement Options will be made available through Human Resources upon request. The Medical Center reserves the right to select carriers for all Retirement Programs.

SECTION 26 - MISCELLANEOUS

1. Uniforms: The Medical Center will provide three (3) white coats to each employee upon employment and will provide, upon demonstrated need, two (2) white coats in each subsequent year of employment. These uniforms will be maintained by the employer. Lab coats must be reordered prior to January 1 of each academic year.

Employees will be required to wear clean white coats, picture ID, and maintain professional appearances and be in compliance with Hurley Medical Center Dress Code at all times while on duty.

2. Medical Staff Bylaws, Rules, and Regulations: Except as otherwise specifically provided in this Agreement, an employee shall be subject to the bylaws, rules, and regulations of the Medical Staff of Hurley Medical Center, and as they may be amended from time to time. No matter concerning or arising under these bylaws, rules, and regulations shall be subject to the grievance procedure, except for those matters specifically provided in this Agreement. Each employee, at the time of employment, will be provided with the copy of the bylaws, rules, and regulations of the Medical Staff of the Hurley Medical Center.

3. Meals: Effective upon ratification, and at the beginning of each fiscal year, meal credit of \$800 will be provided for each Resident Physician to pay for meals. A meal is considered to be enough food that would be normally consumed in one setting. Resident Physicians will be required to swipe their respective Hurley Medical Center Identification Badge in the cafeteria to receive the meal credit. Meal credits issued will be valid for one fiscal year only and will not be transferred to or used by other employees or Residents. Meal cards cannot be transferred to any kind of gift card or be used for bulk purchases of food items that are not considered a meal as defined earlier in this provision. Any abuse of meal cards may lead to discipline, and or loss of the meal for the member during the remainder of that post graduate year. New Resident Physician contracts that indicate a Residents training begins later than the normal July 1 start date will have the value of the meal coupons prorated based on the number of months remaining in the fiscal year (July 1 to June 30). Furthermore, Resident Physicians in their final year of residency training and/or Residents leaving a residency training program who have contracts extending into a new fiscal year, will receive and have the value of meal credits prorated based on the number of months of the Resident's contract extension into the fiscal year.

Both parties agree that credits distributed to Residents are for the purpose of purchasing meals only and will not be considered taxable income.

4. Housing: Resident Physicians shall be responsible for their own housing. However, depending upon availability, the Residents may rent housing units from the Medical Center. Upon determination of the rental schedule by the Medical Center, a written copy will be provided to the Resident ninety (90) days prior to implementation.

5. Resident Physicians shall receive reimbursement for money spent ~~to~~ attending conferences or after making purchases on educational materials that are within Federal Tax Code as outlined below. Residents must adhere to Hurley Medical Centers Corporate Travel Policy (#0301). Items not within the tax code may be subjected to taxes:
 - PGY1, \$750
 - PGY2, \$1250
 - PGY3, \$1500
 - PGY4, \$1750
6. Parking - The Medical Center agrees to maintain its current secure free parking areas without charge to the Resident Physicians during the life of this contract.
7. Additionally, the Medical Center shall maintain modern adequate resources and equipment to assist members in their training, e.g. a full access library including electronic medical literature databases with search capabilities and requirements consistent with the ACGME Institutional and Common Program Requirements.
8. Residency training programs shall provide Residents with information relating to access to eligibility for certification by the relevant certifying board.
9. Members can donate benefit time to fellow members that are in a hardship through Human Resources.

SECTION 27 - WAIVER

The Medical Center and Association acknowledged that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Medical Center and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and agree that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter referred to in the negotiations of this Agreement.

SECTION 28 - SEPARABILITY

In the event that any particular provision of this Agreement is ruled invalid by a court of competent jurisdiction or is rendered invalid by Federal or State Legislation, then only such provisions shall be invalid, and all other provisions of this Agreement shall remain in full force and effect. In the event of the foregoing circumstance, either party shall have the immediate right to reopen negotiations within fourteen (14) calendar days with respect to a substitute for the affected provision.

LIABILITY

Hurley Medical Center provides coverage under its self-insured professional liability plan for Residents. The coverage is extended to claims arising out of incidents occurring during the course and scope of the Resident's employment at Hurley Medical Center. The Resident is responsible for making Hurley Medical Center aware of an incident at the earliest point in time. If a legal proceeding is brought against a Resident arising out of their residency at Hurley Medical Center, it is the Resident's responsibility to immediately forward to Hurley Medical Center every summons, complaint, arbitration demand, or other legal document and a copy of every written communication received about the legal proceeding. The Resident must also inform Hurley Medical Center of the substance of any oral communications received regarding a legal or potential legal proceeding involving Hurley Medical Center. The Resident is also required to cooperate fully with Hurley Medical Center and defense counsel in the investigation, preparation, and conduct of all legal proceedings. The Resident must not make any payment or settlement or participate in any pre-trial panel or settlement discussion without the consent of Hurley Medical Center. Failure to cooperate with Hurley Medical Center, failure to inform Hurley Medical Center, or making voluntary payments or participating in discussions regarding the matter without Hurley Medical Center's consent may relieve Hurley Medical Center of its obligation to defend and pay damages with respect to the incident or legal proceeding.

SECTION 29 — [RESERVED FOR FUTURE USE]

SECTION 30 — POLICIES AND RESIDENT REVIEW

The Medical Center agrees that the policies listed below will be discussed and distributed at Orientation and available for Resident review within each Residency Training Program Department.

Reporting Impaired Physicians - Standard Practice #0176
Drug Free Work Place Policy - Standard Practice #2878
Resident Physician Assistance Program
Disaster or Interruption of Patient Care in Medical Education Policy
Resident Physician Hiring
Resident Physician Licenses
Resident Physician Re-licensure
Eligibility and Selection Criteria
Resident Hearing Review Procedure
Policy on Professional Activities Outside of Programs
Policy on Sexual Harassment - Standard Practice #2877
Residency Closure/Reduction Policy
"Resident Physician Contract Renewals"
"Resident Physician Clinical and Educational Work Hours"
"Resident Physician Intimidation and Retaliation"
"Non-Retaliation Policy"
"Moonlighting Policy"
Corporate Travel Policy

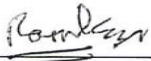
It is further agreed the policies available for Resident review is not restricted to those listed above and that medical education/hospital policies impacting Resident Physicians will be appropriately distributed and available within the Medical Education and/or Residency Training Program Departments. All Medical Center policies will be available for review in the Medical Library and the Hurley Intranet.

SECTION 31 — LENGTH OF AGREEMENT


This Agreement shall be effective as of the 1st day of July, 2017, and shall remain in full force and effect until the 30th day of June, 2021. It shall be automatically renewed unless either party notifies the other in writing seventy (70) days prior to the anniversary date that it desired to modify this Agreement.-In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date, unless otherwise agreed upon by both parties;

this Agreement shall remain in full force, as long as compliant with any laws, and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

HOUSE STAFF ASSOCIATION

X  Date 9/5/2017

Ramkaji Baniya (House Staff President)

X  Date 9/5/2017

Maneesh Gaddam (House Staff Vice President)

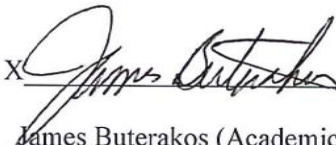
HURLEY MEDICAL CENTER (HMC)

X  Date 9-7-17

Melany Gavulic (CEO HMC)

X  Date 9-7-17

Barry Fagan (Labor Relations Officer)

X  Date 9-5-2017

James Buterakos (Academic Officer and DIO)

APPENDIX A

**HURLEY MEDICAL CENTER COMPENSATION SCHEDULE
HOUSESTAFF ASSOCIATION
2017 - 2021**

		HOURLY	ANNUAL
PGY 1		20.0204	49,971
PGY 2		20.5785	51,364
PGY 3		21.2255	52,979
PGY 4		22.5608	56,312
PGY 5		23.0000	57,408

The hourly rate/annual salary as outlined above will go into effect the first full pay period in 2017 following the ratification of the contract by both parties.

A 1% across the board increase to the base hourly rate will be applied on July 1st of 2018, 2019, 2020 and will go into effect the first full pay period in July of each year.