

6/30/86

AGREEMENT

Between

PORTAGE VIEW HOSPITAL
HANCOCK, MICHIGAN

And

PORTAGE VIEW HOSPITAL EMPLOYEES' CHAPTER OF
LOCAL 226, AFFILIATED WITH MICHIGAN COUNCIL 25,
AFSCME, AFL-CIO

And

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 1984 - June 30, 1986

Portage View Hospital

Michigan State University
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AGREEMENT
BETWEEN
PORTAGE VIEW HOSPITAL
AND
PORTAGE VIEW HOSPITAL EMPLOYEES'
CHAPTER OF LOCAL 226, MICHIGAN COUNCIL #25
AFSCME, AFL-CIO

This Agreement is entered into on this 1st day of July, 1983, between Portage View Hospital, 200 Michigan Avenue, Hancock, Michigan, (hereinafter referred to as the "Hospital"); and Portage View Hospital Employees' Chapter of Local 226, Affiliated with Michigan Council #25, AFSCME, AFL-CIO, and American Federation of State, County and Municipal Employees, AFL-CIO, (the above Unit, Local, Council and Federation being hereinafter referred to, individually or collectively, as the "Union").

ARTICLE I
PURPOSE AND INTENT

The General Purposes of this Agreement are to set forth the parties' agreement on rates of pay, wages, hours of employment and other conditions of employment, to promote orderly and peaceful labor relations for the mutual interest of the Hospital, the Employees and the Union, and to provide procedures for adjustment of grievances.

The Parties recognize that the interest of the community and the job security of the employees depend upon the Hospital's success in continuing a proper service to the community.

To these ends the Hospital and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE II
RECOGNITION OF THE HOSPITAL'S RIGHT TO MANAGE

The Union recognizes and agreed that the Hospital retains the sole right to manage and operate the hospital in all respects and as to all matters in connection with the exercise of such right, subject only to the Union's right to grieve, in accordance with the procedure provided in this Agreement, if action taken by the Hospital may reasonably and sensibly be claimed to be contrary to a specific limitation of its right which is clearly expressed in this Agreement.

An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him by the Hospital (unless his doing so would obviously jeopardize the health or safety of himself or others). He shall raise any question he has as to the Hospital's

right to give him the order or instruction only after he carries out the order or instruction, and his question must be based on a reasonable and sensible reading of a specific provision, or specific provisions, of this Agreement.

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Hospital, except those which are clearly and expressly relinquished herein by the Hospital, shall continue to vest exclusively in and be exercised exclusively by the Hospital without prior negotiations with the Union either as to the taking of action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Hospital.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to modify or change any work or business hours or days specified in this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation therein, the institution of new and/or improved methods or changes therein.
5. Determine the qualifications of employees, including the subjecting of them to physical examination to determine their health status.
6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new hospitals, buildings, departments, divisions or subdivisions thereof and the relocation or closing of departments, divisions, or subdivisions, buildings or other facilities.
7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

8. Determine the financial policies, including all accounting procedures.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Hospital shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria and not in conflict with any of the provisions of this Agreement.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

B. The matters contained in this Agreement and/or the exercise of any such rights of the Hospital are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Hospital's action leading to such difference was protected by this Article, and, if so, shall deny the grievance.

ARTICLE III RECOGNITION OF THE UNION

Section 1 - Definition of the Bargaining Unit:

Pursuant to and in accordance with all applicable provisions of Act 176, Public Acts of Michigan, 1939, as amended by Act 282, Public Acts of Michigan, 1965, the Hospital does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, for the term of this Agreement of all employees of the hospital included in the bargaining unit described below:

All regular, full-time, and regular, part-time, Unit Clerks, non-professional, non-technical employees, including the x-ray runner, and the aides in other para-medical departments, but excluding members of the faculty of the School of Nursing, physicians, registered nurses, student nurses as such or while serving as interim employees in the nursing service department, para-medical employees, office clerical employees, high school student employees, supervisors and executives.

Section 2 - Union Security:

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

B. An Employee who becomes a member of the Union during the term of this Agreement shall continue membership for the duration of this Agreement.

C. An Employee covered by the Agreement who is not a member of the Union at the time it becomes effective and new Employees hired after the effective date of this Agreement, are not required to join the Union, but shall be required as a condition of continued employment to contribute an amount equal to the regular monthly Union dues to the local chapter of the American Cancer Society.

D. An Employee of the Hospital who is a member of the above-defined bargaining unit and who is a member of the Union on the thirty-first (31st) calendar day following the effective date of this Agreement, and any such employee who becomes a member of the Union on such day or thereafter during the term of this Agreement, shall, as a condition of continued employment, continue his membership in the Union to the extent of paying initiation fee, if any is required, and the membership dues, uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

Section 3 - Check-Off:

A. The Hospital agrees to deduct from the employee's pay, once each month for the duration of this Agreement, his Union initiation fee, if any is required, and the membership dues uniformly required as provided in a written authorization in accordance with the standard form hereinafter set forth, provided that said forms shall be executed by the employee.

B. The Hospital agrees to deduct from the pay of employees who are not members of the Union an amount equal to the regular monthly Union dues as provided in a written authorization in accordance with the standard form hereinafter set forth, provided that said form shall be executed by the employee.

Authorized Deduction by Non-Union Employees for the Local Chapter of the American Cancer Society:

TO: PORTAGE VIEW HOSPITAL

I hereby request and authorize you to deduct from my earnings an amount equal to the Union dues to be paid to the local chapter of

the American Cancer Society, above designated, once each month.

Date to Start:

Name: _____

Deduction:

Address: _____

C. Check Off deductions under all properly executed authorizations for check off dues form shall become effective at the time the application is signed and shall be deducted the second pay period of the month following signing of authorization and each month thereafter.

D. The Union shall furnish to the Hospital a copy of the Employee's authorization of such deductions, signed by the employee. Such authorization shall be on the Union's standard form for such purpose and shall comply with the requirements of any State or Federal laws.

E. Deduction for Union dues for any calendar month shall be remitted to the designated financial officer of Michigan Council No. 25, AFSCME, AFL-CIO with a list for whom dues have been deducted, no later than two (2) weeks after the payday on which the deduction is reflected. The amount of deduction obtained from non-members of the Union shall be forwarded each month to the local chapter of the American Cancer Society.

F. The Hospital's remittance will be deemed correct unless the Union gives written notice to the Hospital, within two (2) weeks after a remittance is sent, of its belief, with reason(s) therefor, that the remittance is incorrect, if the Hospital and the Union are unable to resolve such a matter by discussion, the Union shall submit it in Step 3 of the grievance procedure, within five (5) days after the date of the discussion; its failure to do so shall constitute its withdrawal of the matter, without recourse.

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

ARTICLE IV STEWARDS, CHIEF STEWARD AND ALTERNATES

Section 1 - Stewards and Alternate Stewards:

Employees covered by this Agreement shall be represented by seven (7) stewards, for each of which there shall be an alternate steward who shall serve in the steward's absence. The Union shall have the right to assign such steward.

At the time of his designation a steward or an alternate steward shall have completed his probationary period and be employed in the group he represents.

Section 2 - Chief Steward and Alternate Chief Stewards:

The Union shall designate one of the stewards to serve as chief steward, and another steward to serve as alternate chief steward to act in the chief steward's absence from work for his entire shift.

Section 3 - Notice to the Hospital of Union's Representatives:

The Union shall keep the Hospital's Administrator correctly informed, in writing, of the names and titles of all officers, stewards and their alternates and shall promptly submit a new list each time a change is made in any of the officers, stewards or alternates. The Hospital may rely upon the accuracy of the latest list so furnished for all purposes of this Agreement and shall not be obligated to meet with stewards or representatives other than those certified in writing by the Union to the Hospital.

Section 4 - Representatives for Negotiations:

The Employer agrees to recognize a bargaining committee of not more than seven (7) employees for the purpose of conducting contract negotiations. They shall be paid at their regular straight time hourly rate for time spent by them in actual negotiations with management or its representatives provided their services are performed during their scheduled work day.

Section 5 - Grievance Time and Pay:

As is hereinafter provided in Article V, Section 3-G, a Union representative shall suffer no loss of time or pay while performing his grievance services in accordance with the grievance procedure in this Agreement.

ARTICLE V
GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance:

A grievance is defined as a claim of violation of this Agreement. Any grievance filed shall refer to the provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

Section 2 - Steps of the Grievance Procedure:

An employee having a grievance as above defined shall present it to the Hospital as follows, and in accordance with the rules for grievance processing which are set forth in Section 3 of this Article.

STEP 1:

An employee may verbally present a grievance to his immediate supervisor or go to his steward or to each of them individually or to both of them together. At any discussion of the grievance between the employee and his supervisor, either of them may arrange for the employee's steward to be present. If the grievance is presented to the supervisor, he shall give his verbal answer to it no later than the end of the day following its presentation.

If the supervisor verbally grants the grievance, the steward shall write it on a form provided by the Union; the employee shall sign it; and the steward shall present it to the supervisor by the end of the day following the verbal answer. The supervisor shall write his answer on the form, sign it, and return it to the steward, by the end of the next day.

If the supervisor verbally denies the grievance, it may similarly be written up, signed and presented for written answer, within two (2) days following the verbal answer.

STEP 2:

If the Union wishes to appeal written denial of a grievance in Step 1, the chief steward shall present it to the employee's department head within two (2) days following the written answer in Step 1. The department head shall answer the grievance, in writing, within two (2) days thereafter.

STEP 3:

If the Union wishes to appeal denial of a grievance in Step 2, its unit chairman shall present it to the Hospital's administrator within two (2) days following the written answer in Step 2. The administrator may call the chief steward and unit chairman to confer, and any of the three (3) of them may arrange to have present at such a meeting the grievant and/or any representative (Hospital or Union) who participated in an earlier step. The administrator shall answer the grievance, in writing, within five (5) days after it is presented or, if a meeting be held, no later than five (5) days following the meeting.

STEP 4:

If the Union wishes to appeal denial of a grievance in Step 4 after review of the matter by its council and/or an international representative, it shall, within thirty (30) days after the answer in Step 3, file at the appropriate office of the American Arbitration Association that association's form "Demand for Arbitration", duly completed. The matter shall thereafter be administered by the association in accordance with its "Voluntary Labor Arbitration Rules". The parties, the arbitrator and the arbitration shall be subject to the following which shall control if there be conflict with any rules of the association:

The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.

He shall not add to, subtract from, ignore or change any of the provisions of the Agreement.

Each party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require properly to weigh the merits of the grievance, provided, however, that such facts or material were discussed during the preceding grievance procedure.

The association's administrative fee and the arbitrator's charges for his services and expenses, shall be shared equally by the parties. The arbitrator's decision shall be final and binding.

Section 3 - Rules of Grievance Processing:

A. It is agreed that any employee having a grievance shall present the grievance to his immediate supervisor within seven (7) days of the event giving rise to the grievance, or within seven (7) days of the time the employee might have reasonably become aware of it. Failure to present the grievance within the aforesaid time limitations shall invalidate the grievance. Within this limitation, back pay shall be the amount of wages the employee would have earned from the Hospital less any amount received by him from other employment, self-employment compensation if hereafter applicable, after appropriate recognition in such other-sources income or unusual expenses incurred in obtaining such other sources income.

B. For the purpose of the grievance procedure a "DAY" shall be deemed to mean Monday through Friday, and the day on which action is taken shall not be part of any time limit provided.

C. The time limit at any step of the grievance procedure may be extended by written mutual agreement of the parties' representatives at that step.

D. A Union representative shall date and sign his appeal of a grievance to a higher step, the Hospital representative receiving it shall give a receipt for it and note the date and time and sign his answer to a grievance; the Union's representative receiving the answer shall give a receipt for it and note the date and time he received it.

E. In the absence of a representative at any step, the party he represents may designate an alternate to act in his place.

F. A grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer last given it. A grievance not answered within the time limit provided shall be automatically advanced to the next higher step.

G. For working time necessarily spent in investigating a grievance already submitted in the grievance procedure, or in discussion of such a grievance with the Hospital's representative(s), a Union representative employed by the Hospital shall be paid at his regular, straight-time, rate for those hours during which he would otherwise have been at work for the Hospital, it being agreed that such investigation or discussion shall be performed without undue loss of working time.

H. In no event shall any Union representative leave his work for grievance processing, as above, without first notifying and obtaining the approval of his immediate supervisor, which shall be granted as promptly as is practicable under the circumstances. He shall promptly report his presence to the supervisor of any department into which his grievance processing shall legitimately take him, and to his own supervisor upon return to his own department.

I. When a grievance discussion takes place during the working hours of the grievant and his presence is required during the discussion, he will, upon request to his immediate supervisor, be allowed to leave work as soon as he can be spared therefrom as determined by his supervisor. He shall be paid at his regular, straight-time rate for work hours so lost when he is present during consideration of his grievance.

J. It is understood and agreed that any grievance settlement arrived at is final and binding upon the Hospital and the Union, and also, cannot be changed by any employee.

ARTICLE VI
SEPARATION FROM EMPLOYMENT

Section 1 - Discipline and Discharge:

A representative of the Hospital may discipline an employee for proper cause. Disciplinary action may range from written reprimand to suspension or discharge, depending upon the nature of the employee's offense, circumstances under which it occurred, and the manner in which it was committed.

In imposing discipline the Hospital will not take into account any prior infractions which occurred more than two (2) years previously.

Whenever an employee is discharged or suspended the Hospital's representative shall give to the employee a written and signed statement of the nature of the employee's offense, of the penalty assessed and of the date and time the penalty is effective. As immediately as is practicable thereafter, the Hospital's representative shall provide a copy of such statement to the employee's steward, in his absence, to another Union representative.

The discharged or disciplined employee will be allowed to discuss his discharge or discipline with his steward and the Hospital will make available an area where he may do so before he is required to leave the property of the Hospital. Upon request, the Hospital's representative will discuss the discharge or discipline with the employee and the steward.

Should the discharged or disciplined employee or the steward consider the discharge or discipline to be improper, a complaint shall be presented through the steward to the Hospital's administrator within two (2) work days after the discharge or discipline. If the complaint is not so presented, the discharge or discipline shall stand. If the complaint is presented, the Hospital's administrator will review the discharge or discipline and give her answer within three (3) work days after receiving the complaint. If the answer is not satisfactory to the Union, the matter shall be referred to Step 3 of the grievance procedure within two (2) work days after the answer is received. If the answer is not so entered in the grievance procedure, the discharge or discipline shall stand.

Section 2 - Suspension (in lieu of discharge):

Under circumstances where he deems it appropriate to do so, a representative of the Hospital may suspend an employee from work without pay (not to exceed two [2] weeks) as a means of disciplinary action.

At the time of suspension the employee shall be given written notice thereof, and as immediately as is practicable thereafter, his

steward, or in the steward's absence another Union representative, shall be given a copy of such notice along with all information concerning the suspension. The employee shall have the right to confer with his Union representative and to appeal to the grievance procedure as provided in Section 1 above for cases involving disciplinary action.

Section 3 - Voluntary Termination:

An employee must provide in writing at least two (2) weeks advance notice of resignation. Such notice shall be given to the Personnel Office.

Employees who terminate their employment without giving notice as heretofore indicated in this section unless for documented medical reasons will forfeit two (2) weeks of accrued vacation or terminal pay benefits.

If employee's reason for leaving is for personal illness and is supported by written documentation from his physician, the employee may be released from duty as soon as possible and will receive terminal benefits they would otherwise be entitled to.

ARTICLE VII SENIORITY AND CATEGORIES OF EMPLOYMENT

Section 1 - Definition of Seniority:

An employee's seniority is his length of continuous service from and after his first day of work following his most recent hiring by the Hospital.

Seniority shall be used only as specifically set forth in this Agreement.

The parties recognize that seniority, for the purpose of this Agreement, arises from this Agreement and terminates with this Agreement.

Section 2 - Seniority Lists:

During the period of their negotiation of this Agreement the parties have agreed upon and signed, and each party has retained a copy of a list showing the name, job title, and the above defined seniority date of each employee covered by this Agreement. The parties agree that such list is correct as of the date of this Agreement. The Hospital has posted a copy of the list on the bulletin board(s) at the Hospital.

So that the Union may routinely revise its copy of the seniority list, the Hospital will send to the Unit Secretary, no later than the

10th day of each month a report of newly-hired employees (including their hired hours of work per week), transfers, and terminations effective during the previous calendar month.

Every three (3) calendar months after the date of the posting of the initial seniority list, during the term of this Agreement, the Hospital will post on its bulletin board(s), and will furnish to the union secretary, a seniority list revised to a date which is no more than one (1) calendar week prior to the date of its posting.

It shall be the responsibility of each employee to check each such revised seniority list and to notify the Hospital's personnel office, in writing, of any alleged error therein. The employee and the personnel office shall promptly, and in writing, notify the unit secretary of any correction so made in an employee's seniority. If the question is not so settled, the employee may refer it to Step 3 of the grievance procedure. If he does not do so within five (5) working days after his discussion with the personnel office, his seniority shall be deemed to be correct as posted.

In effecting a personnel change the Hospital shall be entitled to rely on the seniority list as posted at that time. An employee shall notify the Hospital's personnel director, in writing, as closely as possible to the date of such personnel change, if he thinks that there is an error in the seniority list which affects that personnel change. If he does so and the personnel director agrees that there was an error, or if it is so agreed in the grievance procedure (in which the employee may present his question in Step 3, if unable to resolve the matter by discussion with the personnel director), the Hospital shall incur no liability for an erroneous personnel change until the beginning of the sixth (6th) working day following the day on which the employee notified the Hospital of the error.

Section 3 - Seniority Status:

Upon an employee's completion of his probationary period, he shall be placed on the seniority list as of the date of the first day of work in his probationary period.

If any two (2) or more employees have the same seniority date, a drawing shall be held in the presence of the Employer and Union to determine an order of seniority. The drawing shall be held on the date of hire or as soon as practicable thereafter.

Section 4 - Preferential Seniority of Unit Officers and Stewards:

Notwithstanding their position on the seniority list, the unit chairman, unit secretary, and stewards, in that order, shall, in the event of layoff, be continued at work as long as there is a job in the bargaining unit at the Hospital which they have the present ability to

perform, and they shall be recalled to work on the first such open job which they have the present ability to perform.

Section 5 - Seniority of Employees Transferred from the Bargaining Unit:

If an employee is transferred to a position with the Hospital, which is not included in the bargaining unit, and he is thereafter transferred again to a position within the bargaining unit, he shall have retained and accumulated seniority while working in the excluded position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

ARTICLE VIII
USE OF SENIORITY

Section 1 - Temporary Transfers:

If there is a temporary surplus or deficiency of employees in any classification covered hereby, the Hospital shall have the right to adjust such surplus or deficiency by assigning employees to work within their classification or to other jobs for which the hospital deems them qualified.

When there is more than one (1) employee in a classification from which the temporary transfer is to be made, the junior employee will be selected, provided he has the present ability to perform the work required, unless a more senior employee so qualified promptly requests the transfer.

A temporary transfer shall not exceed sixty (60) days after which the job will be posted as provided in Section 2 which follows. An employee who believes that he has been too repeatedly temporarily transferred may raise the matter in the grievance procedure, beginning at Step 2.

Section 2 - Permanent Transfers:

The Hospital will notify the Union in writing of its intent to fill a permanent job within the scope of the agreement. The Union will be notified within five (5) calendar days prior to posting the job, or the earliest point of awareness. The procedure as outlined below shall set forth the requirements for filling permanent positions.

The Hospital will post on the bulletin board(s) notice of vacancy in a permanent job or of a newly created job for a period of five (5) consecutive work days. A copy of the Job Posting will be sent to the Union Secretary as well as a copy of the notice indicating the successful bidder, if any.

Any employee desiring to fill a posted job vacancy shall make application for the job at the personnel office and will be given a copy of the job bid form he completes there as his receipt for his bid on the job. However, before any employee departs on either a vacation or a leave of absence, he may file with the Hospital's personnel office a written notice of his interest in bidding for one (1) or more classifications. If such a classification is posted during his absence and if he is scheduled to return in time to undertake the job when the Hospital plans to fill it, the employee's notice of interest shall be entered as a bid for the job.

After the end of the posting period an employee may not bid, regardless of his reason for failure to bid during the posting period, and also regardless of his seniority standing relative to those employees who did bid during the posting period.

The Hospital and the Union mutually recognize that a posted job may represent for a bidder:

A voluntary demotion - a job paying a lower wage rate than the rate he is receiving;

A lateral transfer within classification - a transfer to another job within the same classification in which the bidder is working;

A lateral transfer between classification - a transfer to a different classification from the one held by the bidder, but a classification which pays the same wage rates;

A promotional transfer - a transfer to a different classification from the one held by the bidder, but a classification which pays a higher wage rate.

The Hospital will first consider bidders for the job from within the unit or the department in which the job exists, on the basis of whether one (1) or more of them has the present ability, in its judgment, to perform the work of the job. Such consideration will be irrespective of whether the job represents for a bidder a voluntary demotion, a lateral transfer within or between classifications, or a promotion.

If one (1) bidder for the job from within the unit or the department is qualified for it, as above, he shall be selected for the job. If more than one (1) bidder is so qualified, the senior bidder shall be selected.

If the job is not filled from within the department in which the job exists, bidders from other departments will next be considered, in accordance with the foregoing principles. If the job is not filled at this point, the Hospital may, at its option, re-post the job, or hire in an employee to fill it.

Within five (5) days after his selection, a successful bidder for a job shall be notified of his selection and of the date on which the Hospital expects to transfer him to the job. The parties mutually recognize that, if circumstances change before the expected date of transfer, so that it is inadvisable, in the Hospital's judgment, to fill the job, the Hospital will not be obligated to make the transfer.

During this first five (5) work days on the job he has successfully bid for, an employee may elect to return to his former job if his reason for doing so is not capricious. During the same period the Hospital may transfer him back to his former job. If the job is thus vacated, the Hospital may, at its option, select another bidder from the posting in accordance with the principles previously set forth, or it may re-post the job, or it may hire in an employee to fill it.

After an employee completes five (5) work days on the job he bid for his seniority shall be transferred to the classification of the job, and he shall be ineligible to bid for another posted job until he has served for six (6) calendar months on the job he obtained by bidding. However, if the job for which he desires to again bid would be a promotional transfer, he shall be eligible to bid after working a total of one (1) calendar month on the job.

Section 3 - Shift Preference, Exchange of Shifts:

The parties to this Agreement mutually recognize the following factors which are basic to the Hospital's operation and to its employment:

The Hospital's services are necessary and essential to the community it serves; such services must be available seven (7) days a week and all twenty-four (24) hours of each day; and

Accordingly, each employee is hired on his understanding and with his agreement that he may be rotated through, or regularly assigned to any of the shifts of work at the Hospital.

The parties also mutually recognize that individual employees may have a preference for working on a particular shift (often one during daylight hours), and/or for regular assignment to the same shift, without rotation, whatever the hours of the regularly assigned shift.

In an endeavor to accommodate the following, the parties provide as follows:

Employees who request consistent assignment to a particular shift will be regularly assigned to such shift of their preference in seniority order whenever, in the Hospital's judgment, such is consistent with the Hospital's responsibility to the community it serves.

The Hospital will staff the job remaining open on each shift, after following the practice immediately above, in accordance with the hiring understanding and agreement referred to earlier in this Section 3.

The shift assignments in effect at the effective date of this Agreement, and the Hospital's pre-agreement procedures for staffing shifts, shall remain unchanged until the beginning of the third (3rd) work week after such effective date, at and after which time the following shall apply so that there will be an orderly transition to the provisions of this section:

At any time after the effective date of this Agreement an employee may make written application at the personnel office for regular assignment to a shift other than the shift on which he is then employed.

An employee may cancel his shift-change application, with or without substituting a different shift-change application at the personnel office.

If a job in the employee's classification becomes available on the shift to which he desires to change, pursuant to this section, he shall be notified of transfer to his desired shift.

He may decline the shift-change, but if he does so his shift-change application shall be cancelled and he shall be ineligible to file another shift-change application for a period of one (1) calendar year after he was notified of the availability of shift-change which he declined.

And, an employee shall not change shift, by application, oftener than once in six (6) months.

With the advanced approval of their department head, employees in the same classification within the same department may temporarily exchange shifts.

Section 4 - Layoffs and Recalls

When the size of the work force is to be reduced, probationary employees and irregular part-time employees in each affected classification shall be laid off first. Therefore, seniority employees in each affected classification shall be laid off starting from the bottom of the seniority list provided that in the Hospital's opinion patient care is not thereby adversely affected. Before a decision is implemented the matter will be discussed with a designated representative of the bargaining Unit. In the event of a layoff the employee shall be given at least seven (7) calendar days notice thereof.

When the working force is increased after a layoff, employees will be recalled in reverse order except that the hospital may recall out of

order to secure employees with needed skills and/or ability after discussing the matter with a representative of the bargaining Unit. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within five (5) calendar days from the date of mailing of notice of recall, he shall be considered a voluntary quit.

As is provided in Article IX hereof, an employee may lose seniority as the result of a lengthy layoff, or of failure to respond within the time limit provided in Article IX to notice to report for work.

ARTICLE IX LOSS OF SENIORITY

An employee shall lose all seniority, his name shall be removed from the seniority list, and he shall cease to be an employee of the Hospital, in the event:

1. He quits.
2. He retires, or is retired, from the Hospital's employment;
3. He is discharged for proper cause;
4. He dies;
5. He is absent from work for three (3) consecutive working days without permission. After such absence, the Hospital will send written notification to his last-known address that he has lost his seniority and his employment has been terminated.
6. Failure to return to work when recalled from layoff as is set forth in Section 4 of Article 8.
7. He is laid off for a period equal to this seniority at time of layoff, or for a period of two (2) years, whichever is the shorter period;
8. He gives false reason for obtaining a leave of absence;
9. He accepts employment elsewhere while on a leave of absence (other than a military service or a Union business leave), or he is self-employed for the purpose of making a profit during a leave of absence;
- 10.* He fails to report for work at the starting time of his shift on his first work day after a leave of absence;
11. He is on sick leave of absence for a period equal to his seniority at the time such leave of absence began, or for a period of two (2) years, whichever is the shorter period.

*However, if an employee falls within situation "5", "6" or "10" above, and if his absence from work or his failure to report for work as the case may be, is due to illness or injury or other serious reason beyond his control, he may retain his seniority if he has notified the Hospital's personnel office by telephone call, by telegram, or by mail, received prior to the seniority deadline provided. It is mutually

recognized that the Hospital may require substantiation of the reason given by an employee, and that if the reason is not substantiated upon request of the Hospital's personnel officer, to his satisfaction, the Hospital may determine that the employee's loss of seniority shall stand, and the employee may appeal such a decision to the grievance procedure, beginning at Step 3.

ARTICLE X
CLASSIFICATION OF EMPLOYEES

A. Permanent Full-Time Employees:

Permanent full-time employees are those who are regularly scheduled to work forty (40) hours per week and have fulfilled the probationary requirements. This shall not be construed as a guarantee of hours of work.

B. Permanent Part-Time Employees:

Permanent part-time employees are those who are regularly scheduled to work sixteen (16) hours per week or more but less than forty (40) hours per week. This shall not be construed as a guarantee of hours of work.

Said employees shall be given the first opportunity to work extra shifts to fill in for regular employee absences subject to their request to work such extra shifts. Nursing students shall not be used to replace permanent employees.

C. Probationary Employees:

An employee shall be considered to be a probationary employee until they have completed three (3) calendar months of regular full-time employment, or six (6) calendar months of regular part-time employment, measured from his first day of work for the Hospital after his most recent hiring.

An employee who is discharged by the Hospital during his probationary period shall begin his probationary period anew if he is later rehired by the Hospital.

The Hospital shall have no obligation to re-employ an employee who is laid off or discharged during their probationary period.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, however, it shall not represent a probationary employee who is discharged or disciplined for any reason other than for his Union activity.

Employees shall not be entitled to any seniority until he has completed his probationary period.

D. Irregular Part-Time Employees:

An employee who is not scheduled to work by the Hospital on a regular basis, but who is available to substitute as needed for:

1. Regular employees' absence
2. Short term staffing requirements
3. Other conditions that may create a staffing need

Such employees are subject to call-in on short notice and shall work any shift on any unit with no guarantee of hours. Irregular part-time employees are not within the bargaining unit or covered by the terms of this Agreement and are not eligible for fringe benefits.

E. Temporary Employees:

An employee who is hired for a limited period of time not to exceed six (6) months. Temporary employees are not eligible for any fringe benefits except the appropriate shift differential and are not within the bargaining Unit or covered by the terms of this Agreement. Note: An employee who is the successful bidder for a bargaining Unit position shall have the hours already worked in that classification counted toward their probationary period.

ARTICLE XI
LEAVES OF ABSENCE

Section 1 - General Policies:

1. Leaves of absence shall be applied for in writing and shall be for no longer than six (6) calendar months, unless specifically indicated hereunder that the leave period may be for more than six (6) months.

2. Employees returning from a leave of absence due to illness should be required to provide medical evidence of physical fitness to return, or may be required to have a physical examination as provided in Article XII, Section 16 (proposals).

3. Employees wishing to return to work at any time during or at expiration of approved leave, must give at least fourteen (14) calendar days notice of desire to return.

4. An employee who desires to extend his original leave of absence must make application in writing to the Hospital's Personnel Office prior to the expiration date of the leave and may be required to provide medical evidence in support of his request. Failure to do so will justify the Hospital's denial of his request for an extension.

Section 2 - Maternity Leave:

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are for all job related purposes temporary disabilities and will be treated as such and shall be applied on the same terms and conditions as they are applied to other disabilities pursuant to the following procedure:

1. Whenever an employee shall become pregnant, she shall furnish the Hospital with a certificate from the physician setting forth his estimate of the date of expected delivery (which shall be conclusively deemed to be correct). She shall be permitted to continue work provided that her physician certifies each month thereafter that she is able to continue working.

2. The employee may be granted maternity leave extending from five (5) months prior to expected date of delivery, or any prior month or any later date as her physician shall specifically recommend in writing. Maternity leave of absence for a period is not to exceed two (2) months after date of delivery, unless otherwise extended to a maximum of six (6) months and substantiated by medical verification.

3. Seniority shall be retained and accumulated during maternity leave of absence.

Section 3 - Military Service Leave:

Leave of absence for an employee during the period of his/her military service with the Armed Forces of the United States and his/her reinstatement thereafter shall be governed by applicable statutes and decisions of the court.

Section 4 - Personal Business Leave:

An employee shall have the right to make application in writing to the Hospital's personnel office for a leave of absence of not to exceed one (1) calendar month, for reasons of persuasive nature which he shall state in his application. Granting of such leave shall be in the Hospital's discretion, subject to the employee's right to appeal a denial of leave to the grievance procedure, beginning at Step 3. If the leave is granted, seniority shall be retained and accumulated during the period of leave.

Extension of a personal business leave of absence may be granted, in the Hospital's discretion, subject to the employee's right to appeal a denial, as above, for a further period or periods, if:

The reason is illness or injury in the employee's immediate family (spouse, child or other family member residing in the same household and dependent to the extent that a federal income tax exemp-

tion, in the most recent year of filing, was claimed by a member of the household) and,

The employee furnishes to the personnel office a physician's written opinion that it would be advisable for the employee to be at home to attend the ill or injured family member.

An employee who had one (1) year or more of seniority at the time such a personal business leave (for family illness) began, may be granted an extension of such leave to a total period of leave of not to exceed two (2) calendar months. If he had five (5) years, or more, of seniority at that time, extension of leave may be granted to a total period of leave of not to exceed three (3) calendar months. During such an extension or extensions of a personal business leave, seniority shall be retained, but it shall not be accumulated.

Section 5 - Sick Leave:

Leave of absence for personal illness or injury when applied for and approved by the Department Head and Director of Personnel in conformity with the Leave of Absence procedure herein defined and medically substantiated, may be approved for up to six (6) calendar months. Application for such leave shall be made to the Hospital's Personnel Office.

Under extenuating circumstances where substantiated by medical evidence bi-annually the leave may be extended to a maximum of twenty-four (24) months, but such extension will not apply if medical prognosis indicates that return to work at any future date is questionable.

Seniority shall be retained and accumulated during a sick leave of absence to the extent provided in Article IX hereof.

Section 6 - Union Business Leave:

An employee covered by this Agreement who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence for his term of office and, upon written request therefor made at least fifteen (15) work days prior to the expiration of the leave, for subsequent term(s) of office. Request for such leave shall be submitted in writing to the Hospital's personnel office by an officer of the federation or of the council.

Any other Union business leave of absence shall be granted for the period of service for the Union, provided, however, that not more than two (2) employees shall be on such leave at any one time, that such leave shall not exceed two (2) calendar weeks in duration, and that the leave shall be requested sufficiently in advance to permit the hospital adequate time to cover the work of the employee(s) for whom leave is

requested. A request for such leave for Union business shall be made in writing, shall be submitted to the Hospital's personnel office, and shall state the general purpose for which Union business leave is requested.

Seniority shall be retained and accumulated during the period of a Union business leave of absence.

Section 7 - Education Leave:

Upon written application, an employee in good standing who has three (3) years seniority, may be granted a leave of absence without pay to pursue full-time job related education achievements for up to two (2) years. Benefits and seniority will not continue to accrue during the period of educational absence.

Application for such leave must be submitted to the Division Administrator at least sixty (60) days prior to the commencement of such leave. Written verification of the acceptance or rejection of the leave shall be given to the employee within thirty (30) days of the request.

Employees returning from educational leave will be reinstated to active employee as follows:

- (a) To a vacant position as closely allied to their educational achievement as the Hospital may be able to provide;
- (b) To their former position if such position is still vacant;
- (c) To any other vacant position to which they are qualified.

ARTICLE XII HOURS OF WORK AND WAGE-RATES

Section 1 - Hours of Work:

NOTE: The hours of work set forth hereinafter are those for which a "regular, full-time" employee is normally scheduled. They do not apply to a "regular, part-time" employee, who rather regularly works for the hospital on a schedule, but one which may change from time to time as to its work days and shift hours which he and the Hospital arrange for their mutual accommodation.

A. The Work Schedule: It is recognized that the Hospital may establish for an employee any schedule which would constitute straight-time hours pursuant to the Fair Labor Standards Act of 1938, as amended, subject to the employee's right to question such a schedule in

the grievance procedure on the grounds that it is arbitrary, capricious or discriminatory.

B. The Work Shift:

1. The regular work shift shall consist of eight (8) hours.
2. The Hospital and the Union mutually agree that an employee must be at his duty station at the scheduled starting time of his shift. Also, they mutually recognize that, since patient care comes first, an employee directly involved in patient care will continue his present practice of reporting at his duty station slightly ahead of his shift starting time so that the employee going off shift may give him information as to his patients, and of staying on shift until so relieved by the employee on the next shift who assumes his patient care responsibility. "Patient care" employees will continue to cooperate with each other to keep to a minimum "shift change carry-over time"; the Hospital will continue to expend its best efforts to do so, to the extent within its control.
3. The regular work shift includes a paid lunch period of thirty-five (35) minutes, scheduled by the employee's immediate supervisor.
4. The regular work shift includes a paid rest period of twenty (20) minutes, scheduled by the employee's immediate supervisor.

C. General: The foregoing provisions of this Section 1 are intended to indicate the scheduling of hours of work and shall not be construed as a guarantee of hours of work.

Section 2 - Wage Rates:

A. Present Jobs: The classifications of work, as of the date of this agreement and the straight-time wage rate per hour performed in each such classification, for employees covered by this Agreement, shall be as set forth on Appendix A which is attached hereto and made a part hereof.

B. New Jobs: At the start of a new job which would be within the bargaining unit and which cannot properly be placed in a classification set forth on Appendix A, the Hospital will notify the chief steward, in writing, of such new classification and of the rate which the Hospital has applied to it.

The classification and rate so established by the Hospital shall become permanent at the end of ten (10) work days after work in such new jobs begin, unless, within the last three (3) work days of such period the chief steward shall, in writing, request the Hospital's per-

sonnel office to discuss the rate so established for such classification.

If the chief steward so requests such a discussion, he and the Hospital's personnel officer shall each expend best efforts to conclude such discussion, in a manner mutually satisfactory, within five (5) work days following the chief steward's request. If they are unable to do so within such period, the matter shall be referred to Step 3 of the grievance procedure.

If the rate on such a new job, through discussion or the grievance procedure, is settled higher than the rate which the Hospital assigned to it, such higher rate shall be applied retroactively to the date the job was first worked, unless mutually agreed otherwise between the Hospital and the Union.

Section 3 - Temporary Transfer Job:

During the period of temporary transfer to another position classification, an employee shall be paid the rate of the position to which he is transferred or his regular rate whichever is higher. Such rate shall be applicable for each complete shift worked during the period of temporary transfer.

ARTICLE XIII WAGE SUPPLEMENTS

Introduction:

A regular, full-time employee who has completed his probationary period, is entitled to all the wage supplements set forth in this article. A regular, part-time employee who has completed his probationary period is entitled to all such wage supplements, but on the basis and to the extent indicated as to each wage supplement applicable to him.

A regular, full-time employee is one who, at the time his eligibility for a wage supplement is to be determined, has worked at least two thousand (2,000) hours in a twelve (12) month period immediately prior to the most recent anniversary of his seniority date.

A regular, part-time employee is one who, at the time eligibility for a wage supplement is to be determined, has worked at least eight hundred (800) hours, but less than two thousand (2,000) hours in the twelve (12) month period immediately prior to the most recent anniversary of his seniority date. "Worked hours" for the purposes of establishing the required eight hundred (800) hours shall include:

Hours for which an employee is scheduled to work and works;

Overtime hours which an employee works beyond his schedule;

Hours of an employee's schedule from which he is excused from working and for which, while remaining on the active payroll, he is paid pursuant to a wage supplement.

Section 1 - Bereavement Time:

Immediate family: An employee regularly scheduled to work at least thirty-two (32) hours a week may be granted bereavement leave with pay, not to be deducted from the employer's PTO bank, for not more than three (3) of his scheduled work days provided he is scheduled to work on any of the three days following the death of a member of the immediate family.

An employee, regularly scheduled to work less than thirty-two (32) hours a week may be granted bereavement leave with pay not to be deducted from the employee's PTO bank for not more than one (1) of his scheduled days provided he is scheduled to work on any of the three (3) days following the death of a member of his immediate family. Immediate family shall mean parent, spouse, brother, sister, son, daughter, or any other family member who regularly makes his or her home with the employee as part of the family.

Extended family: A regular, full-time and regular part-time employee may be granted one (1) day of bereavement leave with pay, not to be deducted from the PTO bank for the purpose of attending the funeral of an extended family member provided the employee is scheduled to work on that day. Extended family shall mean present parent-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

The Hospital may require verification of the death and/or of the relationship of the employee to the deceased at its discretion, following the leave and before making payment for bereavement time. The Hospital may withhold payment if the employee did not make prompt request for leave prior to taking time off so that his scheduled shifts could be covered in his absence.

A maximum leave of five (5) days may be granted by the Hospital if extensive travel is required. A regular, full-time employee may be granted upon proper request two (2) additional days of personal leave which shall be deducted from her paid time off credit.

Section 2 - Call/Standby Pay:

Some departments in the Hospital are required to provide twenty-four (24) hour coverage. Employees who are required to be available for such service outside of their scheduled working hours will be notified by their supervisor that they will be "on call".

An employee who is assigned to be "on call" must be available at all times by telephone or pager and must remain within a reasonable distance from the Hospital. This is referred to as Standby Call.

When called, the employee must report for work promptly and will provide services for as many patients as necessary during the period the employee is working in the Hospital. Compensation is not determined on a per patient basis.

Compensation for employees on call will be as follows:

- A. For each hour on standby the employee will receive \$1.00.
- B. When called in to work the employee will be compensated at the rate of time and one-half his straight time hourly rate for all hours worked and shall be guaranteed a minimum of two (2) hours per call.

During the period an employee is in the Hospital working he is not considered to be on call.

Section 3 - Death Allowance:

Upon the death of an employee, whether regular, full-time or regular, part-time, the Hospital will pay the legally designated survivor(s) for one-half ($\frac{1}{2}$) of his paid time-off credit which was unused at the time of his death.

Section 4 - Disability Allowance:

After an employee, whether regular, full-time or regular part-time has been on sick leave of absence continuously for two (2) years, or when he has been certified by a physician or by an insurance company as permanently and totally disabled for his usual work at the Hospital, at any time during such two-year period, the Hospital will pay him for one-half ($\frac{1}{2}$) of his paid time-off credit which was unused at such time.

Section 5 - Discounts on Hospital Charges:

An employee, whether regular, full-time or regular part-time, shall be entitled to a discount on the charges he incurs for in-patient or out-patient services which the Hospital renders to him. Such discount shall be twenty per cent (20%). It shall be applied to the balance remaining after deducting from the Hospital's bill all insurance reimbursement thereon to which the employee may be entitled under any coverage applicable.

Section 6 - Health Insurance:

The Hospital will continue to make available to employees covered under this agreement the choice of health insurance group plans heretofore in effect.

The Hospital will pay the premium for a single subscriber to any health insurance plan with the Hospital's group which is chosen by an employee whether regular full-time, or regular part-time, who has completed job probation as outlined in Article X (c).

The Hospital reserves the right to substitute another carrier of its health insurance coverage during the term of this agreement.

If the Hospital shall provide any improved health insurance to any other employee group the same shall be provided to the AFSCME employee group.

Section 7 - Holidays:

The Hospital recognizes the following holidays: New Year's Eve, New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. It is further understood that the 11:00 p.m. shift on the eve of the holiday shall be considered as the holiday shift.

On the above holidays the Hospital will schedule off as many employees who would otherwise be scheduled to work as, in its judgment, it can spare consistent with its responsibilities to the Hospital's patients, their visitors and the community served by the Hospital.

A regular, full-time employee who is so scheduled off will be paid at his regular, straight-time, hourly rate for such hours as he would have worked for the Hospital on the holiday, provided:

He is a seniority employee on the day on which the holiday is observed; and

He works the full period of his last scheduled work day prior to, and of his next scheduled work day following the day on which the holiday is observed.

A regular, full-time or part-time employee who is scheduled to work on a holiday and who works as scheduled, will be paid for eight (8) hours at his regular, straight-time, hourly rate as holiday pay in addition to his pay at the rate of time and one-half for his hours worked on that holiday.

An employee who is scheduled to work on a holiday and who does not work his full scheduled shift that day shall be paid only for those hours, if any, which he actually worked on the holiday.

An employee whose vacation period includes a holiday shall have one (1) day added to his vacation period.

Section 8 - Jury Duty Pay Supplement:

During the period when an employee, whether regular full-time or regular part-time is performing jury duty service, the Hospital will pay him the amount, if any, by which his fees for jury service are less than the pay he would have received had he worked his scheduled shifts during his period of jury duty provided that the employee gives to the Hospital's personnel office prompt notice of his call for jury service and, thereafter, provides evidence satisfactory to the Hospital's personnel office of his performance of jury service and of the payment he received therefor.

Section 9 - Life Insurance:

The Hospital will provide to an employee, whether regular, full-time or regular, part-time insurance on his life in the amount of Five Thousand (\$5,000) Dollars without cost to him. The Hospital reserves the right to substitute another carrier of its life insurance coverage, the fundamental provisions of such coverage initially provided under this Agreement will not be reduced.

Section 10 - Personal Leave:

On each anniversary of his seniority date a regular, full-time or regular, part-time employee shall be eligible for three (3) personal leave days.

Personal leave days will be scheduled at a time mutually agreeable to the employee and his immediate supervisor at any time prior to the employee's next eligibility date.

Personal leave days may not be accumulated from year to year nor will payment be made in lieu of time off. Upon proper request employees may be authorized to take a personal leave day for illness in the immediate family.

Section 11 - Lunch Period Paid:

Supplement: A regular, full-time or a regular, part-time employee shall be paid for a lunch period of thirty-five (35) minutes, to be taken at a time scheduled by his immediate supervisor, during each work shift of eight (8) hours or more.

Section 12 - Military Reserve Pay:

For not to exceed ten (10) workdays annually during the period October 1 through September 30, the Hospital will pay an employee whether regular, full-time or regular, part-time the amount, if any, by which his pay, while on full-time active duty with the Armed Forces Reserve or the National Guard, is less than the pay he would have received had he worked his scheduled shifts during this period(s) of duty and thereafter provides evidence satisfactory to the Hospital's Personnel Office of his performance of such duty and the payment he received thereof, less per diem, travel or bonuses.

Section 13 - Overtime:

1. The Hospital will make every endeavor to assure that an employee is called upon to work no more than their daily or weekly schedule of hours. However, if an employee, whether regular full-time, or regular part-time, works beyond eight (8) hours in a day or forty (40) hours in a seven (7) day period, as established by the Hospital, he shall be paid for such overtime at one and one-half ($1\frac{1}{2}$) times their regular, straight-time hourly rate, except as provided for "patient care" employees in Article XII, Section 1/b/(2).

2. It is further recognized that situations may arise when the forty (40) hour, seven (7) day period for payment of overtime may conflict with preferred employee scheduling. In such cases, employee(s) may request payment of overtime for work beyond eight (8) hours in a day or eighty (80) hours in a fourteen (14) day period, as established by the Hospital, and shall be paid for such overtime at one and one-half ($1\frac{1}{2}$) times their regular, straight-time hourly rate, except as provided for "patient care" employees in Article XII, Section 1/6/(2).

3. Overtime shall not be pyramided; that is, overtime premium payment shall not be duplicated for the same hours worked under any of the terms of this agreement.

Section 14 - Paid Time-Off Credit:

A regular, full-time employee shall, upon completion of his probationary period, be credited with three (3) days (24 hours) of paid time-off and, thereafter, he shall be credited with one (1) day (8 hours) of paid time-off upon his completion of each calendar month of service for the Hospital.

A regular, part-time employee shall be credited with paid time-off figured by pro-rating his worked hours.

Paid time-off credit may be accumulated to a maximum of ninety-six (96) eight (8) hour days.

An employee may use his paid time-off credit in not less than four (4) hour units, as set forth in Sections 1, 3, 4, 20 and 23 of this Article, after he has accumulated his first three (3) eight (8) hour days of paid time-off credit.

An employee who terminates his employment in good standing and submitting his notice to terminate as provided in Article VI will, after four (4) years of employment, be entitled to receive one-half (1/2) all accumulated paid time-off credit.

If an employee's termination is by application of Article IX "(2)", "(4)", or "(11)", he will be paid for his Paid Time Off Credit as provided in Sections 3 and 4 respectively of this Article XIII.

Section 15 - Physical Examinations:

Prior to beginning work for the Hospital an employee will submit a health history on the form provided by the Hospital, will have a chest x-ray and laboratory tests including a serology test, urinalysis, and complete blood count. Additional examination, including x-rays and/or laboratory tests deemed advisable by the Hospital, will be given or repeated when called for in the Hospital's judgment. All such examinations are applicable to regular, full-time and regular, part-time employees; the Hospital will bear the full cost thereof.

At the discretion of the Hospital, a physical examination may be required when in its judgment an employee's health may not be suitable for employment. The Hospital reserves the right to select the physician and will bear the full cost thereof. An employee who prefers to see a physician of his choice will be responsible for payment of services.

Annually, all employees will be required to have a Mantoux test or chest x-ray.

Section 16 - Reporting Pay:

An employee, whether regular, full-time or regular part-time, who is permitted to come to work without having been notified that work on the job for which he was scheduled is not available may, at the Hospital's discretion, be sent home or be put to work on any job to which the Hospital may assign him.

If the employee is put to work he shall be assured enough work to give him a minimum of two (2) hours' pay at his regular, straight-time rate. If he is offered work and declines the offer, the Hospital will have no liability to him for any amount of reporting pay. If he is sent home by the Hospital he will be paid for two (2) hours at his regular, straight-time rate.

The Hospital shall have no liability for reporting pay to an employee, or responsibility to offer him work, if he was absent when notice of lack of work was given or was attempted to be given.

Reporting pay shall not be due when the employee is not able to work because of major reasons beyond the control of the Hospital.

Section 17 - Rest Period With Pay:

A regular, full-time or regular part-time employee shall be provided a twenty (20) minute paid rest period, to be taken at a time scheduled by his immediate supervisor, if his work shift is six (6) hours or more.

Section 18 - Retirement Pension:

The Hospital will continue to provide to an employee who works eight hundred (800) hours or more per year whether he is regular, full-time or regular, part-time without cost to the employee, the retirement pension plan which is summarized in a booklet available at the Hospital's personnel office. The Hospital reserves the right to substitute another carrier of this coverage; the fundamental provisions of the plan and the benefits thereunder will not be reduced.

Section 19 - Shift Premium:

An employee whether regular, full-time or regular, part-time whose shift begins at any time between 3:00 p.m. and midnight, locally prevailing time, will be paid a premium of \$.25 (twenty-five cents) per hour for hours worked between 3:00 p.m. and 6:45 a.m.

Section 20 - Sick Time With Pay:

During the period of his absence from work due to his illness or injury, an employee will be paid from his paid time-off credit heretofore provided by Section 14 of this Article.

An employee who falls ill or is injured and expects to be off work must notify the switchboard operator as follows: when scheduled to work day shift, the employee must call in prior to 6:00 a.m., when scheduled to work the afternoon shift, the employee must call in prior to 12:00 noon; when scheduled to work the night shift, the employee must call in prior to 8:00 p.m. His failure to do so will justify the Hospital's denial of his claim against his paid time-off credit.

If the employee has a reasonable excuse as determined by the Department Head or Director of Personnel for not calling according to the above schedule, pay for sick leave shall be awarded.

An employee may use his paid time-off credit to cover his "waiting period" under the Workmen's Compensation Act.

The Hospital may require a physician's certificate to confirm the reason for an absence from work for which an employee makes an illness or injury claim against his paid time-off credit if the absence occurs the day before or after a holiday, the day before or after a vacation period, or the day before or after his scheduled day(s) off.

An employee who frequently depletes, or reduces to a low point, his paid time-off credit due to illness or injury may thereby indicate that his health is not suitable for his employment and so result in his being placed in sick leave status.

Section 21 - Social Security:

Both the Hospital and the employee have to pay the same amount of social security tax, on an employee's gross earnings up to an amount established by law. The Hospital deducts the employee's social security tax from his pay check, matches the amount deducted; and remits the total amount to the Federal government, to the credit of the employee's social security account.

Section 22 - Vacation With Pay:

A. Eligibility and Allowances: On each anniversary of his seniority date a regular, full-time employee shall be eligible for a vacation with pay as follows:

<u>Seniority</u>	<u>Vacation Time</u>
One (1) year or more	Ten (10) working days
Five (5) years or more	Fifteen (15) work days
Ten (10) years or more	Twenty (20) work days

<u>Seniority</u>	<u>Vacation Pay</u>
1 year	Eighty (80) hours
5 years	One hundred twenty (120) hours
10 years	One hundred sixty (160) hours

An employee whose vacation period includes a holiday shall have one (1) day added to his vacation period.

After one (1) year of employment a regular, part-time employee will be eligible for a vacation, with pay, figured by pro-rating to two thousand (2,000) hours his hours worked in the preceding year, and then applying the foregoing table of vacation with pay.

An employee cannot be scheduled more calendar weeks vacation than his length of service warrants.

B. Scheduling: Vacations will be scheduled at a time mutually agreeable to the employee and his immediate supervisor at any time prior to the employee's next eligibility date, provided that there must be a gap of at least fourteen (14) calendar days between the last day of an employee's vacation for one (1) year and the first (1st) day of his vacation for the following year.

Vacation requests must be presented in writing to the Department Head at least five (5) weeks prior to the start of the employee's vacation period. Employees' emergency requests for scheduling or re-scheduling of a vacation may be submitted to the Hospital at any time and may be granted with the Hospital's approval.

In the event two or more employees request the identical or overlapping vacation period, vacation time will be granted on the basis of date of request, seniority and according to the Hospital's need.

In the event of an emergency or disaster the Hospital reserves the right to cancel vacations as necessary.

Payment in lieu of vacation will not be made to a regular, full-time employee unless he has given up his vacation period at the Hospital's request, a request which will not be made unless the granting of the vacation period might result in impairment of the Hospital's services, in its judgment. At the Hospital's option, a regular, part-time employee may be paid in lieu of vacation time-off.

One week of an employee's vacation may be taken in units of less than forty (40) hours. The pay will be commensurate with the amount of vacation taken.

C. Payment: Vacation pay shall be computed at the employee's regular, straight-time hourly rate for the last full pay period prior to the start of his vacation. It shall be due on the regular payday for that period.

Section 23 - Workmen's Compensation:

Pursuant to Michigan law the Hospital provides, at its sole expense, workmen's compensation coverage for each employee covered by this Agreement.

As is set forth in Section 20 of this Article, an employee's paid time-off credit may be used to cover his "waiting period" under the Workmen's Compensation Act.

Section 24 - Unemployment Insurance:

Pursuant to Michigan and Federal laws the Hospital will provide, at its sole expense, unemployment insurance coverage for each employee covered by this Agreement.

Section 25 - Pay Period:

The Hospital agrees to pay its employees every other Friday during the duration of this Contract.

ARTICLE XIV
MISCELLANEOUS

Section 1 - Addresses and Telephone Numbers of Employees:

Each employee covered by this Agreement, whether he is on or off the active payroll of the Hospital, should keep the Hospital currently advised of his correct mailing address and of his telephone number, if any.

In the case of an employee on the Hospital's active payroll, notice of change of address or telephone shall be deemed given only if the employee makes the change on the form available at the personnel office and returns such form there, duly completed. The Hospital shall give the employee a receipt for his notice of change of address or of telephone number.

In the case of an employee off the Hospital's active payroll (such as on layoff, leave of absence, vacation, etc.) notice of change of address or telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or certified mail, in which case he shall address the notice to "Personnel Office, Portage View Hospital, Hancock, Michigan 49930".

The Hospital shall be entitled to rely on the last address and telephone number furnished to it by an employee pursuant to the foregoing, and shall have no responsibility to an employee for his failure to receive notice which arises from his not following the procedures above.

Section 2 - Anti-Discrimination:

The Hospital and the Union agree that all provisions of this Agreement shall be applied to all employees covered hereby, without regard to race, national origin, marital status, sex, height, weight, religion, political affiliation, organizational activity or handicap.

Section 3 - Bulletin Board For Union Notices:

The Hospital agrees to provide a bulletin board for the Union's notice in posting notices of its meetings, elections and recreational and social activities. Other types of Union notices shall not be posted unless and until approved by the Hospital's administrator.

Section 4 - Confidential Information:

The Union and the Hospital recognize the importance of courtesy, and the protection of confidential information concerning patients and their families. All employees shall respect and hold in confidence all information of a confidential nature obtained in the course of his work.

Section 5 - Effect of Agreement:

This Agreement superseded any past practice or previous agreement, verbal or written, between any of the parties hereto, or between any of them and any employee(s) covered hereby, which is in conflict with this Agreement.

Section 6 - Effect of Invalidity of Provision of this Agreement:

If any provision of this Agreement be held invalid under existing or future legislation, State or Federal, the remainder of this Agreement shall not be affected thereby.

Section 7 - Pronouns, Use Of:

Whenever reference is made in this Agreement to the male pronoun, he, him, his, etc., it is intended and it shall be deemed to include reference to the equivalent female pronoun, she, her, hers, etc.

Section 8 - Strikes, Work Interruptions:

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Hospital's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppage of work or any acts that interfere in any manner or to any degree with the services of the Hospital.

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, as to employees, and/or of exercise of any legal right or remedy as to the Union, and/or cancellation of this Agreement.

Section 9 - Volunteer Service Organizations and Workers:

The Union recognizes that volunteer organizations and workers perform services in the Hospital which are a valuable and necessary contribution to the welfare of patients and to the operation of the Hospital, and that such services in no way interfere or conflict with the duties or privileges or employment of employees. The Hospital shall continue to have the right to use all services of such nature and neither the Union nor employees shall interfere in any way with the activities or duties of any such volunteer organizations or workers.

Section 10 - Successor Clause:

This Agreement shall be binding upon the employer's successors, assignees, purchaser, lessee or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the employer's merger or consolidation with another employer, this Agreement shall be binding upon the merger or consolidated employer.

Section 11 - Contracting and Sub-Contracting of Work:

During the term of this Agreement the Employer shall not contract out or sub-contract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit.

It is understood that the test for allowable sub-contracting work shall be the past practice of the Hospital and that all such sub-contracts that are in accord with past practice are not prohibited by this Agreement.

Section 12 - Smoking:

Hospital Staff shall only smoke in specifically designated areas. Smoking is prohibited in patient rooms and while performing job duties.

Section 13 - Solicitations:

In order to protect you and our patients from annoyance, disruption of work, and/or safety hazards, no solicitation of patients, employees, or visitors will be permitted without prior authorization from the Hospital Administrator.

Section 14 - Parking:

Free parking is available to all employees in the lot directly across from the main entrances and at the east end of the building except for the area designated "Doctor's Parking". The horse-shoe in front of the Hospital is a non-parking area.

Employees are encouraged not to leave valuables in their automobiles and to lock them at all times. The Hospital accepts no responsibility for loss or damage to automobiles or their contents.

Section 15 - Personal Telephone Calls:

Hospital telephone lines are to be kept clear for business and emergency use. Telephone booths are located on the first floor and ground floor of the Hospital so that you may make necessary calls.

Section 16 - Care of Equipment:

Supplies and equipment are Hospital property provided only for patient care and Hospital use. Cooperation is expected in their use. Working equipment should be kept clean, orderly, and in good repair. Malfunctions in equipment and utilities are to be reported promptly to your supervisor. Breakage should be reported promptly in order to obtain replacements.

Section 17 - Special Conferences:

A special conference, apart from the grievance procedure, for matters considered important by either the Union or the Hospital, may be arranged by mutual agreement between the unit chairman and the Hospital's administrator. Whoever requests a special conference shall do so in writing and shall include a written agenda adequately identifying the matter(s) to be taken up at the meeting.

The meeting shall be attended by at least two (2), but not more than five (5) representatives of each party which may include, for the Union, a representative of the council and/or a representative of the federation.

The matters taken up in the meeting shall be limited to the agenda.

Employees of the Hospital, represented by the Union, shall be paid for working time spent at the meeting. If attendance of a representative of the council and/or federation necessitates a Union caucus before the meeting which cannot otherwise be held, the employees will be paid for up to one-half ($\frac{1}{2}$) hour of working time spent in meeting with the representative(s) preceding the meeting upon advance verbal request by the unit chairman to the Hospital's administrator.

Section 18 - Governmental and Youth Employment Programs:

It is recognized the Hospital provides a working environment for gaining valuable employment skills and experience for the youth and unemployed of the community. It is agreed that said employment programs both present and future have a bonafide right and place in the Hospital. The Hospital agrees that where such programs are entered into no bargaining unit employee will be displaced by a program participant.

ARTICLE XV
TERM OF THIS AGREEMENT

This Agreement shall continue in full force and effect until midnight June 30, 1986, and for successive periods hereafter, unless, not more than ninety (90) days but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment of this Agreement.

A notice of a desire for termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate unless before such date of termination, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.

AFSCME, AFL-CIO
LOCAL UNION #226
COUNCIL #25

PORTAGE VIEW HOSPITAL

Donal G. Hilton

David Woodland

Jean Marie

Stanley C. Papp

APPENDIX A (1)

AFSCME WAGE RATES

Classifications by Department	Straight Time Hourly Wage Rate July 1, 1984		
	Probation Rate	Post Probation Job Rate	Job Rate
Food Service Worker*	4.35	4.50	5.25
Dishwasher*	4.35	4.50	5.25
Cafeteria Worker	5.25		5.40
Diet Clerk	5.25		5.40
Diet Clerk Relief	5.25		5.40
Baker	5.50		5.65
A.M. Cook	5.50		5.65
Relief Cook	5.50		5.65
P.M. Cook	5.50		5.65
Maid*	4.60	4.75	5.30
Custodian*	4.60	4.75	5.30
Utility Man	5.25		5.40
Central Supply Aide	5.25		5.40
Maintenance Engineer I	6.25		6.40
II	6.65		6.80
Nurse Aide	5.25		5.40
O. R. Technician	5.70		5.85
Practical Nurse	5.65		5.80
Licensed Practical Nurse	6.25		6.40
Unit Clerk	5.35		5.50
Physical Therapy Aide	5.25		5.40
X-Ray Runner*	4.45	4.60	5.30

PFT - Probation Period 3 months

PPT - Probation Period 6 months

IPT - Probation 6 months/520 Hrs. Worked

* - Regular Rate reached after 1 year

APPENDIX A (2)

AFSCME WAGE RATES

Classifications by Department	Straight Time Hourly Wage Rate July 1, 1985		
	Probation Rate	Post Probation Job Rate	Job Rate
Food Service Worker*	4.55	4.70	5.45
Dishwasher*	4.55	4.70	5.45
Cafeteria Worker	5.45		5.60
Diet Clerk	5.45		5.60
Diet Clerk Relief	5.45		5.60
Baker	5.70		5.85
A.M. Cook	5.70		5.85
Relief Cook	5.70		5.85
P.M. Cook	5.70		5.85
Maid*	4.80	4.95	5.50
Custodian*	4.80	4.95	5.50
Utility Man	5.45		5.60
Central Supply Aide	5.45		5.60
Maintenance Engineer I	6.55		6.70
II	6.95		7.10
Nurse Aide	5.45		5.60
O. R. Technician	5.90		6.05
Practical Nurse	5.85		6.00
Licensed Practical Nurse	6.55		6.70
Unit Clerk	5.55		5.75
Physical Therapy Aide	5.45		5.60
X-Ray Runner*	4.65	4.80	5.50

PFT - Probation Period 3 months

PPT - Probation Period 6 months

IPT - Probation 6 months/520 Hrs. Worked

* - Regular Rate reached after 1 year

APPENDIX B
LONGEVITY

Effective and payable in December, and annually thereafter, during the term of this agreement, permanent full-time and permanent part-time employee(s) covered hereby shall receive longevity pay as indicated below:

<u>SENIORITY</u>	<u>AMOUNT</u>
5 through 9 years	\$ 50.00
10 through 14 years	100.00
15 through 19 years	150.00
20 and over	200.00

Longevity payments will be processed for the first pay period in December each year.

Letter of Understanding

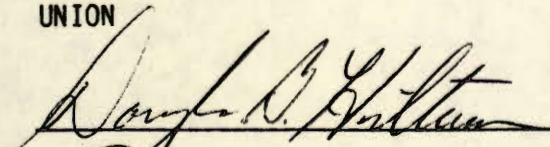
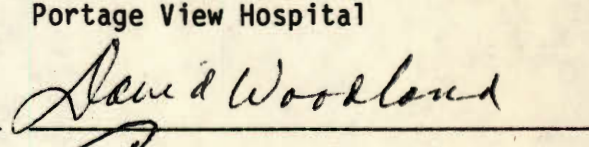
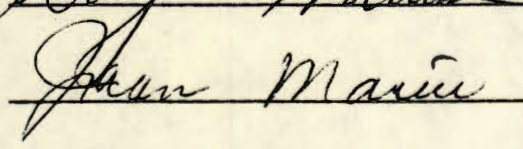
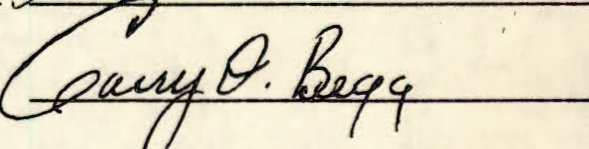
Re: Employee Health Insurance

The Hospital continues to work towards improving employee welfare. It is, therefore, understood the Hospital may elect to introduce improved health insurance coverages. Said improvements will be at the sole discretion of the Hospital. If the Hospital shall introduce an improved health insurance plan to any other employee group within the Hospital, it is understood and agreed that the same coverage shall be provided to the AFSCME employee group.

This understanding entered into on the 8th day of August, 1984 between Council #25, AFSCME, AFL-CIO (Union) and Portage View Hospital will remain in effect during the life of this agreement beginning July 1, 1984 and ending June 30, 1986.

UNION

Portage View Hospital

	
	
_____	_____
_____	_____

