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Borgess Hospital

1 9 7 4 A G R E E M E N T

Between

BORGESS HOSPITAL

and

THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 547, 547A, 547B, 547C  
AFL-CIO

I. U. O. E.  
13020 Puritan Ave.  
Detroit, Mich. 48227

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~~Letter of Agreement~~  
Employee Waiver of Overtime Work

## A G R E E M E N T

THIS AGREEMENT executed as of this 1st day of January, 1974, between BORGESS HOSPITAL, a Michigan non-profit corporation, (herein termed "Hospital"), and THE INTERNATIONAL UNION OF OPERATING ENGINEERS, Local No. 547, 547A, 547B, 547C, AFL-CIO, (herein termed "Union"), WITNESSETH:

For and in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

### ARTICLE I

#### RECOGNITION

A. Hospital hereby recognizes Union as the sole and exclusive collective bargaining agent with respect to the rates of pay, wages and hours of employment of the following employees of Hospital:

Maintenance section leaders, painter work leaders, general maintenance refrigeration, general maintenance boiler operator, general maintenance men, general maintenance electrician, carpenters, power plant operators, painters, gardeners, plumbers and yardmen, excluding supervisors and all others. The foregoing shall be construed to define the unit for which the Union is the collective bargaining representative.

### ARTICLE 2

#### UNION OBLIGATIONS

A. Union agrees it will make membership in the Union available to all persons in the bargaining unit and shall not discriminate against any person in the bargaining unit by reason of sex, race, religion, national origin, or age. It is agreed that the foregoing shall be governed by the terms of the Constitution of the Union.

B. Union agrees that it will cooperate with Hospital in enforcing the work standards, schedules, rules and regulations of Hospital and will not, directly or indirectly encourage or cause

any concerted work stoppage, slowdown, strike or other interference with the day to day operations of Hospital, or the patient care rendered by Hospital.

C. No Union activity, aside from those specifically authorized in this Agreement, shall be allowed to interfere with or interrupt the day to day operations of Hospital, or the patient care rendered by Hospital.

D. It shall be a condition of continued employment that all employees of the Hospital covered by this Agreement who were employed by Hospital and were members of the Union in good standing on August 1, 1968, shall remain members in good standing. Any employee on August 1, 1968, of the Hospital who was not a member of the Union, and did not join the Union thereafter, shall not be required as a condition of continued employment to become a member of the Union. Neither shall such employee be required to pay into any fund jointly administered by Hospital and the Union.

E. Employees hired by the Hospital after August 1, 1968, after the completion of their probationary period, have the option of becoming members in good standing of the Union, and paying the initiation fees and monthly dues, or paying an equal amount into a fund to be jointly administered by the Hospital and the Union, which said fund shall be paid at least once a year to the St. Agnes Foundling Home. Neither the Hospital nor the Union shall acquire any rights in the fund nor shall the fund be paid to any person or organization other than a qualified charitable organization.

F. In view of the provision for optional membership in the Union of employees hired after the effective date of this Agreement and the provision which requires such new employees who do not wish to become members of the Union to contribute to the fund jointly administered by the Hospital and Union, it is specifically agreed that no member of the Union shall in any way cause pressure to be brought upon any new member, or present member to become members of the Union.

### ARTICLE 3

#### DUES CHECK-OFF

Upon proper written authorization by employees, Hospital will deduct Union dues and initiation fees from the pay checks of said employees and forward the same to Union on a monthly basis. Employees who do not make application for membership in the Union as outlined in Article 2, Section E, shall nevertheless have regular monthly deductions made from their pay checks by the Hospital. Upon proper written authorization by said employees, Hospital will deduct from the pay checks and place the money in the fund jointly administered by the Hospital and the Union.

#### ARTICLE 4

##### DISCIPLINE AND DISCHARGE

Hospital shall have the right to dismiss, or suspend without pay or impose other disciplinary action for just cause, provided, however, that the affected employee shall have the right to defend himself in connection with such Hospital action. Such action must be taken within 5 working days of the date it is reasonable to assume that the Hospital became aware of the conditions given rise to the discipline. Hospital shall furnish written notice of such action to the affected employee and the Union. All dismissals or suspensions shall be without pay. When an employee is called in for disciplinary action, he may request the Union Steward's presence.

#### ARTICLE 5

##### MANAGEMENT RIGHTS

Hospital hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by its Articles of Incorporation, by the laws and Constitution of the State of Michigan, and the United States, and all rights and powers to manage the Hospital and direct the employees of the Hospital except as otherwise expressly provided in this Agreement.

#### ARTICLE 6

##### TRANSFERS AND PROMOTIONAL PROCEDURE

A. Notice of all vacancies and newly created positions within the Unit shall be posted on employee's bulletin boards within 5 days, and the employee shall be given 3 working days in which to make application to fill the vacancy or new position. The senior employee making application shall be given first opportunity to be transferred to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. In the event an employee within the bargaining unit does not bid on an open position, a probationary employee may be considered and allowed to bid on said open position prior to hiring an employee from outside the unit. After expiration of the time for making application to fill the vacancy or new position, the 5 day limit in filling the job vacancy shall be waived. Employees may transfer from one job to another job through bidding procedure only once in any six-month period. The changing of shifts within a classification is not considered a job bid.

In view of the bidding and job filling provisions of the Agreement, the employee filling such bid and having been awarded the position shall have 20 working days to decide to continue in the position or request to be returned to his previously held position. The Hospital shall also have the same 20 working day period to evaluate and determine the employee's ability to continue or be returned to his previously held position. Once beyond the 20 day period, the employee must remain in the position for the full 6 month period after which he may bid off to a job vacancy via the bidding procedure.

B. An employee temporarily transferred shall be paid at the rate of the job to which he is transferred, unless, by reason of his performance in said job, he does not within the specified working period demonstrate the necessary qualifications to entitle him to the new rate. In no event shall an employee so transferred receive less than his normal rate.

C. Temporary transfers shall be for a period as long as is reasonably necessary and shall not be for the purpose of avoiding overtime.

D. A seniority list shall be made available on or about July 1, of each year.

E. Upon satisfactory completion of the specified working period, (80 or 30 working days) seniority in classification shall be as of the date of entry into the classification.

## ARTICLE 7

### HOURS AND WORK PERIODS

A. The basic work period shall consist of a 40 hour schedule Monday through Friday, excluding the Boiler room operation.

B. Working hours and meal periods are scheduled according to the needs of the service within each department. These may be modified for good cause. Temporary shift changes to paint areas of the Hospital premises other than the Medical Center shall be voluntary if those sections proposed to be painted have historically been painted during the regular shift.

1. The basic work day is 8 hours.

2. Normal 8 hour work shifts are as follows:

(a) Plant-Boiler Operation - continuous basis

1st shift - 7:00 A.M. - 3:00 P.M.

2nd shift - 3:00 P.M. - 11:00 P.M.

3rd shift - 11:00 P.M. - 7:00 A.M.

For the continuous operation of the Boiler room the sixth consecutive 8 hour day worked shall be at one and one half times base rate. The seventh consecutive 8 hour day worked shall be at twice the base rate.

(b) Others -

1st shift - 7:00 A.M. - 3:30 P.M.  
2nd shift - 3:00 P.M. - 11:30 P.M.  
3rd shift - 11:00 P.M. - 7:30 A.M.

C. Employees will be scheduled to work 40 hours within each 7 day pay period as follows:

Five consecutive work days shall normally be scheduled, followed by 2 consecutive days off and repeated. This is not intended to alter the past procedure of assignment of personnel. No employee will be required to take time off in lieu of over time compensation. Days off will be based on a rotation system within the Boiler operation. Yardmen will be scheduled Monday through Friday and will alternate weekend work. New yardmen may be hired to work days different than the foregoing.

D. Overtime compensation will be paid at one and one-half times base rate after 8 hours worked in any one scheduled work day or 40 hours of work in any one 7 day scheduled work period. Time and one half will be paid on the sixth consecutive day - provided 40 hours have been worked, and twice base rate will be paid on the seventh consecutive day - providing 48 hours have been worked. There shall be no pyramiding of overtime.

E. Overtime work must be approved in advance by an authorized supervisor. Employees asked to work on a Hospital paid holiday will be paid at the rate of one and one-half times base rate for hours worked, in addition to holiday pay.

F. Employees shall be entitled to two 15 minute rest periods, each to be taken separately, for each 8 hour shift. Unused rest periods are not compensable.

G. Hospital shall divide and rotate overtime as equally as possible according to qualifications and seniority within each classification. Employees who are requested to work overtime shall do so unless acceptable reasons for not working are given Hospital prior to the scheduled overtime period.

H. Unworked paid holidays, approved sick leave, approved administrative leave, and approved vacation days, taken during scheduled work days, shall be considered hours worked for the purpose of computing overtime. No other time off will be considered for the purpose of computing overtime.

I. Employees working the afternoon shift shall receive fifteen cents per hour in addition to the regular rate as shift premium and

and employees working the midnight and relief shifts shall be paid twenty cents per hour in addition to the regular rate as shift premium.

## ARTICLE 8

### HOLIDAYS

A. Hospital will pay 8 hours pay for the following holidays, even though no work is performed by the employee:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Birthday Holiday, however to receive the aforesaid holiday pay, an employee must work the scheduled work day before the holiday and the scheduled work day after the holiday, unless the employee's absence is authorized.

B. An employee scheduled to work any of the above mentioned holidays who is absent without authority shall not be paid for said holiday.

C. An employee on vacation or sick leave on any of the above named holidays shall be entitled to an additional day off with pay for the holiday.

## ARTICLE 9

### SENIORITY

A. Employees shall be regarded as probationary employees for the first 80 work days of active employment. Layoff or discharge of probationary employees shall not be a basis for recourse under the terms of this Agreement.

B. Employees shall be laid off, recalled or demoted according to seniority, providing the person with seniority has the necessary qualifications to perform the work required in the particular classification.

C. All seniority is lost by an employee who resigns or is dismissed for cause.

D. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.

E. During his term of office the Steward shall be given first consideration for the purpose of shift preference, layoff and recall only, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular status. Only one Steward at a time shall be given the foregoing preferential status. A term of office shall be for a two year period.



## ARTICLE 10

### UNIFORMS

Hospital will furnish a total of two uniforms each contract year for each member in the bargaining unit. Hospital will furnish additional uniforms as needed provided Administration determines the need for the same. Uniforms will be used for Hospital purposes only and will be maintained in a presentable fashion. Replacement uniforms shall not be unreasonably withheld.

## ARTICLE 11

### SICK LEAVE

A. It is agreed that the sick leave plan introduced by the Hospital on July 1, 1967, shall be continued. Such sick leave plan provides that an employee will accumulate 6 days per year of fully paid sick leave. In addition thereto, Hospital will provide an insured sick leave plan, as presently in effect, which will pay approximately 50% of the employee's salary after the first 8 days of absence for a total of 13 weeks.

B. No employee having presently accumulated more than 6 days of fully paid sick leave shall be caused to lose any of the accumulated sick leave by reason of the execution of this Agreement. Sick leave shall be first charged against the accumulations under the plan introduced July 1, 1967. Only after the days accumulated since that date have been exhausted shall the employee be required to use sick leave days accumulated prior to July 1, 1967.

C. In addition to the foregoing, administrative leave up to 2 days per contract year, limited to 1 day for each occurrence, shall be granted to an employee when a member of the immediate family of the employee is afflicted and requires the care and attention of the employee, or when through exposure to a contagious disease, the presence of the employee at his employment position would jeopardize the health of others. Immediate family as used herein shall be construed to mean spouse, children, parents, brothers, sisters, grandparents, mothers-in-law, fathers-in-law, or persons standing in loco parentis of the employee or his spouse. It is intended that the care and attention specified in the preceding sentence for a member of the immediate family of the employee who is ill shall consist of the obtaining of necessary assistance for the afflicted member of the immediate family and time in excess of 1 day for the obtaining of such outside assistance shall not be compensable.

D. Employees shall be granted up to 3 working days off with pay as administrative leave for a death in the employee's immediate family, as above defined, including grandchildren in this provision only. Additional time off, without pay, may be granted for necessary time to travel to distant states for funeral services.

E. The Hospital shall make available records of accumulated sick leave to the employee or the Union upon reasonable request.

F. Each employee covered by this Agreement shall earn paid sick leave at the rate of one-half day per month until a maximum of 6 days is acquired. Sick days are payable at regular pay for personal illness or accident. Although employees begin earning sick leave from date of employment, sick leave may not be used or paid until after one full year of employment. When sick leave is used by an employee, he will begin earning sick leave the following month and each month thereafter until the maximum number of days (6) is again earned.

As an additional sick leave benefit, the Hospital will pay the employee for their unused sick leave days. This will be paid annually in December and will be computed and paid as follows:

0 sick days used	6 days regular pay
1 sick day used	5 days regular pay
2 sick days used	4 days regular pay
3 sick days used	3 days regular pay
4 sick days used	2 days regular pay
5 sick days used	1 day regular pay
6 sick days used	0

G. In order to be eligible for the unused sick leave payment the employee must have been employed by the Hospital for 1 year. First year employees reaching their anniversary date between December 1 and November 30 shall begin earning at the one-half day per month up to November 30 from their anniversary date.

H. Example: Anniversary date - May 1 the employee begins earning 1/2 day per month up to November 30 and would have credit for 7 one-half days or 3-1/2 earned sick days. If the employee did not use any sick days they would be eligible for payment of 3-1/2 day's pay; one used day would result in payment of 2-1/2 days; two used days would result in payment for 1-1/2 days; three used days would result in payment for 1/2 day; four or more days used would result in no payment.

I. Employees off due to illness or on sick leave shall immediately, (upon return to work) begin earning at the 1/2 day per month and become eligible for payment for unused sick leave as outlined in Section G of this Article.

## ARTICLE 12

### JURY DUTY

Employees required to appear for jury duty shall be paid the difference between their regular Hospital pay and the compensation received for such jury service. Additionally, employees subpoenaed as witnesses by a Court shall be paid the difference between the fees received as such witnesses and the regular Hospital pay, provided, the case in which the employee is the witness is not

a case by the employee against the Hospital.

ARTICLE 13

HOSPITALIZATION INSURANCE

Hospital shall furnish fully paid hospitalization insurance for the employees in the Unit. Such fully paid hospitalization insurance shall be the same policy as the Hospital has presently in effect covering said employees, which said policy provides for a \$50.00 deductible to be paid by said employee. Should the Hospital improve the hospitalization plan for other employees of the Hospital, not in the bargaining unit, the employees in the bargaining unit will be entitled to receive the same improved hospitalization coverage. Additionally, the employees in the bargaining unit will be entitled to receive the same hospital discount as is authorized for all other employees of the Hospital.

ARTICLE 14

COMPENSATION

1-1-74

A. Section leaders	\$5.49 per hour
B. Plumber	5.29 per hour
C. General maintenance refrigeration	5.29 per hour
D. General maintenance electrician	4.66 per hour
E. Carpenter	5.15 per hour
F. Power Plant Operators	4.39 per hour
G. Painter Work Leader	4.87 per hour
H. Painter	4.57 per hour
I. General maintenance men and general maintenance boiler	4.47 per hour
J. Gardener	4.26 per hour
K. Yardman	3.54 per hour

Newly hired employees shall receive ten (10%) percent below the base rates for the preceding classifications for the initial 80 work day period. With satisfactory previous experience, a new employee may start at the full base rate. Employees of the Hospital who transfer to other classifications under the terms of this Agreement shall receive ten (10%) percent less for thirty (30) work days.

ARTICLE 15

VACATIONS

The present Hospital vacation plan, which is set forth below, shall remain in effect.

After 1 year	10 days
After 6 years	11 days
After 7 years	12 days
After 8 years	13 days
After 9 years	14 days
After 10 years	15 days
After 11 years	16 days
After 12 years	17 days
After 13 years	18 days
After 14 years	19 days
After 15 years	20 days

#### ARTICLE 16

#### RETIREMENT

The Hospital plan concerning retirement shall remain in effect. This plan is presently a contributory plan by the employees contributing to a qualified pension trust administered by The First National Bank and Trust Company of Michigan as Trustee. Copies of the plan containing the benefits available under the same are available to all employees through the Hospital Personnel Office.

#### ARTICLE 17

#### GRIEVANCE PROCEDURE

A. An employee having a grievance shall proceed as provided herein. A grievance under this Agreement is a dispute, claim or complaint arising under and during the term of this Agreement. It may be filed by any employee in the bargaining unit. If filed, the Steward shall have the right to be present at Step 1-B and all steps thereafter of the grievance procedure. Grievances are limited to matters of interpretation or application of the contract and do not apply to claims arising under the employees' group insurance and retirement income plans or the Hospitalization Insurance Plan of the Hospital.

B. No grievance shall be filed or processed based on facts or events which have occurred prior to 3 working days before the grievance is filed; provided, however, that no day shall be counted when it is impossible to file a grievance by reason of the unavailability of the management representative who is to receive the grievance. Any grievance upon which a disposition is not made by the Hospital within the time limits prescribed, or any extensions which may have been agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date the time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits, or such extension as may have been agreed to, shall be automatically closed upon the basis of the last disposition.

C. Grievances other than those involving discharge or discipline shall be handled in the following manner, each successive step to be followed unless the grievance was settled or abandoned at the preceding step, and if a written grievance is settled at any step, its disposition shall be signed by the employer and the employee or his Union representative who acted for him.

#### STEP 1

A. The employee shall present his grievance clearly and factually in writing and also indicate the contract clause violated and the remedial action necessary.

B. The grievance shall then be signed by the employee, his Section leader and the Steward.

C. The grievance shall then be submitted to the Department Manager within 48 hours. If the grievance cannot be settled within 48 hours at this point, it shall proceed to Step 3, if the Union shall so demand before the expiration of said 48 hours.

#### STEP 2

A. If the decision is appealed by the Union within the time limits allowed, it shall be presented by the Steward to the Administrative Assistant for Labor Relations. The appeal shall be in writing and shall state the reason(s) why the Department Manager's decision was not satisfactory.

B. The Administrative Assistant for Labor Relations shall have 5 working days from date received, in which to investigate the grievance and render his decision in writing.

C. If the grievance cannot be settled at this point, it shall proceed to Step 3 and the Union shall have five (5) days in which to appeal to this step.

#### STEP 3

A. If the decision is appealed by the Union within the time limits allowed, it shall be presented by the Steward to the Assistant Administrator for Engineering and Facilities. The appeal shall be in writing and shall state the reasons why the Administrative Assistant for Labor Relations' decision was not satisfactory.

B. The Assistant Administrator for Engineering and Facilities shall have 5 working days from the date received in which to investigate the grievance and render his decision in writing.

C. If the grievance cannot be settled at this point, it shall proceed to Step 4, if the Union shall so demand before the expiration of said 5 day period.

#### STEP 4

A. The Union, if it finds the Assistant Administrator of Engineering and Facilities' decision to be unsatisfactory, may request, through him a meeting with the Administrator of the Hospital within 5 days after return of the grievance by the Assistant Administrator of Engineering and Facilities.

B. The written grievance shall be presented by the Union to the Administrator within the 5 days mentioned.

C. The Union, the Assistant Administrator of Engineering and Facilities, the Administrative Assistant for Labor Relations and/or others as designated by the Administrator may be present at any meetings called at this step to satisfactorily resolve the grievance. Time will be of the essence at this stage, and a decision will be rendered within 5 working days after receipt of the grievance.

#### STEP 5

A. Should the grievance not be resolved to the mutual satisfaction of both parties at Step 4, the dissatisfied party may request advisory arbitration. Notification of intent to request such advisory arbitration shall be delivered to the other party within 10 days after the decision at Step 4. Failure to so notify the other party within the 10 day period shall, at the option of the other party, result in waiver of the right to advisory arbitration.

B. Within 15 days after notification of intent to proceed to advisory arbitration, the requesting party shall request, in writing, that the Director of the Federal Mediation and Conciliation Service, Washington, D.C. 20427 submit to the parties the names of 7 arbitrators, together with a short statement of the background, qualifications experience and per diem fee of each of the nominees on the panel in accord with the Text of Regulations Part 1404, as amended, issued by such Director. The representatives of the Hospital and Union shall meet within 10 days after receipt of the suggested panel and shall determine by lot the order of elimination, and thereafter each shall, in that order, alternately eliminate one nominee until only 1 remains. The remaining nominee shall thereupon be accepted by both parties as the arbitrator. It is specifically agreed that either party may seek a panel of arbitrators from the Director of the Federal Mediation and Conciliation Service provided the action is timely in accord with this Agreement.

C. The Arbitrator, the Union or the Hospital may call any employee as a witness at any arbitration hearing. The parties shall be responsible for the expenses of those witnesses who are called by them. The Arbitrator shall not have jurisdiction to subtract from or modify any written amendments hereof, or to specify the terms of any new Agreement, or to substitute his discretion for that of the parties. The Arbitrator shall proceed and conduct the hearing and make his advisory award and report in accordance with the policies, rules and regulations of the Federal Mediation and Conciliation Service as the same exists from time to time. The per diem fees of the Arbitrator

shall be born by the party who loses the Arbitration. If the advisory award and report is not clearly in favor of one party or the other, then the per diem fees of the Arbitrator shall be shared equally by the parties. The advisory award and report shall be in writing and furnished the parties not more than 30 days from the conclusion of the hearing. The advisory award and report shall not be binding on either of the parties.

#### ARTICLE 18

##### CALL BACK PAY

Call back compensation will be paid at one and one-half times base rate, or \$10.00 whichever is greater.

#### ARTICLE 19

##### NEW JOBS

Hospital shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the employer shall not be directed towards reducing the rate of a job into which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Hospital shall develop and establish such new or revised job descriptions, specifications and classifications, and rates of pay, and place them into effect. Hospital will notify the Union of such new or changed jobs, and will within 30 days after such new or changed job is established, meet with the Union to discuss the established rate and classification.

#### ARTICLE 20

##### JURISDICTION

Employees of the Hospital not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instruction, training, experimentation, or if in the opinion of the Hospital an emergency exists.

#### ARTICLE 21

##### CONTRACTUAL WORK

The right of contracting and sub-contracting is vested in the Hospital. The right to contract or sub-contract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall it in and of itself, result in the reduction of the present work force.

March 19, 1970

BORGESS HOSPITAL  
EMPLOYEE WAIVER OF OVERTIME WORK

I, the undersigned wish to be released from working overtime on Mondays - 7:00 - 3:00 shift, in the Boiler Room.

It is understood that this waiver shall be binding during the duration of the Agreement made between Borgess Hospital and the International Union of Operating Engineers Local 547.

\_\_\_\_\_  
Employees Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisors Signature

\_\_\_\_\_  
Date

LETTER OF AGREEMENT

It is hereby agreed between the parties that the Classification of General Maintenance - Boiler Operator is a newly created position. By the establishment of this position it is not the intent to waive the rights of the regular Boiler Operators to the normal overtime shift on Monday 7-3. However, the General Maintenance - Boiler Operator shall work any 7-3 Monday shift by the regular Boiler-Operator signing the form agreed upon by the Union and the Hospital. He shall also work other shifts as required for vacations, illness and emergencies as needed. When not working as a Boiler Operator, his regular shift will be 7-3:30 Monday through Friday and he will perform General Maintenance work.

In the event any one Boiler Operator should not sign the release form, said Boiler Operator shall then be entitled only to his proper turn of overtime hours.

DATED: 4-2-74

For Borgess Hospital

Robert M. Sawidge

For I.O.U.E. Local 547



ARTICLE 22

POLICY IMPROVEMENTS

Should the Hospital improve any of its present policies covering vacations, meals, hospitalization, sick leave, hospital insurance or life insurance for the other employees of the Hospital, not in the bargaining unit, the employees in the bargaining unit will be entitled to receive the same improved coverage.

ARTICLE 23

TERM OF AGREEMENT

This Agreement shall continue in full force and effect from January 1, 1974, to December 31, 1974, at 11:59 P.M. Negotiations between the parties preliminary to the execution of a new collective bargaining Agreement shall commence not more than 120 days, or less than 90 days prior to the date of termination of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the date first above written.

BORGESS HOSPITAL

By

Martin A. Verzi  
Martin A. Verzi

Its Administrator

THE INTERNATIONAL UNION OF OPERATING  
ENGINEERS, Local No. 547, 547A, 547B,  
547C, AFL-CIO

By

Richard Bammel

Its President

and

By

Robert B. Ross  
Robert B. Ross

Its Business Manager

and

By

J. O. Jordan  
J. O. Jordan

Its Recording Secretary