

June 30, 1976

Personnel Director  
Central Michigan Community Hospital  
1221 South Drive  
Mt. Pleasant, Mich.  
48858

AGREEMENT

between

CENTRAL MICHIGAN COMMUNITY HOSPITAL  
of  
Mt. Pleasant, Michigan

and

CENTRAL MICHIGAN COMMUNITY HOSPITAL  
EMPLOYEES' CHAPTER, LOCAL #1855

COUNCIL #55  
AFSCME • AFL-CIO

Central Michigan Community Hospital

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This AGREEMENT, entered into on the 1st day of July, 1975, between the Central Michigan Community Hospital, a non-profit hospital organized under the laws of Michigan, hereinafter referred to as the "Hospital," and Central Michigan Community Hospital Employees Chapter of Local #1855, affiliated with Council #55, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

(NOTE: The headings used in this agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

## ARTICLE I

### PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Hospital, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Hospital's success in establishing a proper service to the community. To these ends, the Hospital and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

## ARTICLE 2

### HOSPITAL RIGHTS

Section 1. The Hospital retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations; to discontinue or reorganize or combine departments or branch of operations with any consequent reduction or other changes in the working force; to hire, lay off, promote, assign duties to, transfer from one category to another, discipline or dismiss employees, to introduce new or improved methods or facilities and to promulgate rules and regulations not inconsistent with the terms of this agreement.

Section 2. The Union recognizes that several volunteer organizations and workers, such as Red Cross, Women's Hospital Auxiliary or similar groups perform services in the Hospital that are valuable and necessary contributions to the welfare of the patients and to the operation of the Hospital, and that in no way interfere or conflict with the duties or privileges of the employees. The Hospital shall continue to have the right to avail itself of all services of that nature, and neither the Union nor employees shall interfere in any way with the activities or duties of any such volunteer organizations or workers, providing that no such volunteer group shall be used to replace persons in the bargaining unit.

## ARTICLE 3

### RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Act of 1965, as amended, 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, including clerical employees and licensed practical nurses, but excluding students in hospital training programs, registered nurses, technical employees, professional employees (other than the licensed practical nurses) and supervisors.

Section 2. The Hospital will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreements with any such group or organization for the purpose of undermining the Union.

#### ARTICLE 4 UNION MEMBERSHIP

Section 1. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

Section 2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union, or to pay to the Union each month a service charge in the amount equal to the regular monthly dues for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.

Section 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement, shall be required as a condition of continued employment to become members of the Union, or pay to the Union each month a service charge in an amount equal to the regular monthly dues, for the duration of this agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

Section 4. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this section if they are not more than thirty (30) days in arrears of payment of the service charge.

Section 5. Employees who fail to comply with the requirements of this article shall be discharged by the Hospital within thirty (30) days after receipt of written notice to the Hospital by the Union.

#### ARTICLE 5 UNION DUES AND INITIATION FEES

Section 1. Payment by Check-off. Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues form. During the life of this agreement, and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth,

the Hospital agrees to deduct union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-off of Dues form:

To: \_\_\_\_\_

Employer

I hereby request and authorize you to deduct from my earnings, one of the following:

☐ An amount established by the Union as monthly dues.

or

☐ An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to the Treasurer of the Local Union \_\_\_\_\_

By: \_\_\_\_\_

Print Last Name

First Name

Address

Zip Code

Telephone

Department

Classification

Signature

EMPLOYER'S COPY

Date

Section 2. When Deductions Begin. Check-off Deductions, under all properly executed Authorization for Check-off of Dues forms, shall become effective at the time the authorization is signed by the employee and shall be deducted from the second pay of the month and each month thereafter.

Section 3. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the local union with a list for whom dues have been deducted as soon as possible after the second pay of the month; a copy of said list from whom dues have been deducted shall also be given to the Chapter Chairman at the same time said list is submitted to the financial officer of the local union.

Section 4. Termination of Check-off. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local union will be notified by the Hospital of the names of such employees following the end of each month in which the termination took place.

Section 5. Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Hospital and a representative of the local union, and if not resolved may be decided at the final step of the grievance procedure.



ARTICLE 6  
UNION REPRESENTATION

Section 1. It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation. It is the mutual desire of both the Union and the Hospital that steward representation be diversified with not more than one (1) steward from a single work classification, except Nurse Aides and LPN's, and departments with ten (10) employees or less will not have more than one (1) steward from that department per shift.

ARTICLE 7  
STEWARDS AND ALTERNATE STEWARDS

Section 1. Employees shall have the right to be represented by stewards as follows:

First Shift . . . . .	Six (6) Stewards
Second Shift . . . . .	Two (2) Stewards
Third Shift . . . . .	Two (2) Stewards

Section 2. Alternate stewards may be appointed by the Chapter Chairman during the absence of any of the duly elected stewards.

Section 3. For working time necessarily spent in investigating or presenting a grievance, a steward or his alternate (including the Unit Chairman beginning at Step 3 of the grievance procedure) shall be paid at his/her regular rate for time during which he would otherwise have been working, it being agreed that such investigation or discussion shall be performed without undue loss of working time.

- a. In no event shall a union representative leave his work for grievance purposes without first notifying his immediate supervisor so a replacement can be found, if a replacement is determined necessary in the judgment of the supervisor, who shall provide such replacement as promptly and as practicable under the circumstances without interrupting the stewards work, or the work of other employees, nor disturbing patients or visitors.
- b. If the aggrieved employee must stop work or leave his work station to discuss a grievance with his steward, he must also notify his immediate supervisor and not leave until a suitable replacement has been found, if a replacement is determined necessary in the judgment of the supervisor. The replacement shall be provided as promptly and as practicable as possible under the circumstances without interrupting the employee's work or the work of other employees, nor disturbing patients or visitors.
- c. The aggrieved employee and the steward, upon finishing their discussion or investigation of the alleged grievance, will

then notify their respective supervisors when they return to the work station.

- d. The Hospital shall pay the steward and the aggrieved employee at their night or day rate for time spent in processing grievances provided that such activity takes place on the Hospital premises and that all requirements of this Article have been observed by the Steward and the aggrieved employee.
- e. The Hospital will not be liable for the pay of any steward or unit chairman or other employee represented by the union when preparing for, or in the process of arbitration hearings at Step 5 of the grievance procedure.
- f. Grievances shall not be investigated or processed while the employees or stewards involved are working overtime, nor will the Hospital be responsible for pay of stewards attending meetings or involved in grievances on other shifts, other than their own.
- g. There will be no abuse or excessive use of time spent in investigating grievances. In the event the Hospital alleges that the provisions of this article are being abused, such shall be subject matter for special conferences as provided for elsewhere in this Agreement.

Section 4. The Chapter Chairman of the local chapter shall keep the Hospital informed at all times of the names of all officers, stewards, and alternate stewards. Such list should be submitted to the Personnel Department and shall designate the departments represented by each steward.

## ARTICLE 8

### SPECIAL CONFERENCES

Section 1. A special conference for important matters may be arranged between the Unit Chairman and the Personnel Director or his designated representative, upon the request of either party.

- a. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Hospital. If more than two (2) representatives are deemed necessary by either the Union or the Hospital, the respective party shall notify the other as to the number of representatives necessary at the time arrangements are made for said conference.
- b. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.



- c. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- d. The Union representative may meet at a place designated by the Hospital on the Hospital's property for at least one-half ( $\frac{1}{2}$ ) hour immediately preceding the conference with representatives of the Hospital for which a request has been made.

## ARTICLE 9

### GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of this Agreement.

Section 2. Whenever it is used herein, the term "days" shall mean calendar days. Time limits of the grievance procedure may be extended by mutual agreement of the Hospital and the Union in writing and then the new date will prevail.

Section 3. Any grievance presented in writing by an employee of the Unit shall set forth the following:

- a. Who is affected.
- b. What happened.
- c. When it happened.
- d. Where it happened.
- e. What sections of the contract have allegedly been violated.
- f. What adjustment is requested.

Section 4. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance and arbitration procedures.

- a. Step 1. Any employee with a dispute, claim or complaint concerning the meaning, interpretation or application of this Agreement shall take the matter up with his supervisor within ten (10) calendar days after the grievance allegedly occurred in an attempt to resolve the matter. The employee shall have the right to have a steward with him if he wishes. The supervisor will give a verbal answer within two (2) calendar days, exclusive of Saturdays, Sundays and holidays.
- b. Step 2. If the grievance is not resolved in Step 1, the employee with the assistance of his steward may, within seven

(7) calendar days of the immediate supervisor's answer, submit the grievance in writing to the appropriate Department Head. The Department Head will then return his/her answer in writing within seven (7) calendar days.

- c. Step 3. If the grievance is not resolved in Step 2, the employee and his steward may, within seven (7) calendar days from the receipt of the written decision of the Department Head, submit the written grievance to the Hospital, through the Personnel Director or his designated representative. The Hospital, through the Personnel Director or his designated representative, shall return a written answer within seven (7) calendar days.
- d. Step 4. If the grievance is not resolved in Step 3, the employee or steward or Unit Chairman may, within seven (7) calendar days, notify the Hospital through the Personnel Director or his designated representative that the matter is to be submitted to conference. At the time of notification, the Personnel Director or his designated representative and an authorized representative of the unit shall agree upon the time and place for holding aforesaid conference within twenty-one (21) calendar days from notice. A conference shall consist of three (3) representatives of the Union's choosing, and three (3) representatives of the Hospital. The subject matter of the conference shall be limited to the written grievance under consideration. The Hospital, through the Personnel Director or his designated representative, shall return a final answer in writing within seven (7) calendar days from the date of the conference.
- e. Step 5. If the grievance is not resolved in Step 4, the grievance may be submitted to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within twenty-one (21) days from the date of the Hospital's answer as provided for in Step 4 above.
  - 1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement and supplements. His power shall be limited to deciding whether the Hospital has violated the express articles or sections of the Agreement and he shall not imply obligations and conditions binding upon the Hospital from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserve rights of the Hospital.
  - 2. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation



on its merits. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, its members, the employee and/or employees involved, and the Hospital.

3. The fees and expenses of an arbitrator shall be shared equally by the Hospital and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
4. Any written grievance not answered by the Hospital or not appealed by the Union within the time limits set under this Agreement shall be deemed settled on the basis of either the Union's original demand, or the Hospital's last answer, whichever is applicable.
5. A grievance may be withdrawn by the employee or his representative without prejudice up to and including the grievance step involving the aforesaid conference. Any grievance which is carried through by the employee or his representative beyond the conference may only be withdrawn with prejudice. In any event, when a grievance is withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, financial liability shall date only from the dates of reinstatement. If a grievance is not reinstated within thirty (30) days from the date of withdrawal, the grievance may not be reinstated.

#### ARTICLE 10

##### BACK PAY CLAIMS

Section 1. Claims for back pay must be filed in writing within ten (10) days of the date of occurrence giving rise to the claim. In the event the Hospital disagrees, the matter may be submitted to the grievance procedure.

#### ARTICLE 11

##### COMPUTATION OF BACK WAGES

Section 1. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

#### ARTICLE 12

##### DISCIPLINE

Section 1. The Hospital agrees promptly upon the discipline of an employee to notify in writing, setting forth the type of disciplinary action and reasons therefore, the employee and the steward in the district of the discipline.

Section 2. The disciplined employee will be allowed to discuss the discipline with their designated steward, and the Hospital will make available an

area where he/she may do so before they are required to leave the property of the Hospital. Upon the request of the employee, a designated representative of the Hospital will discuss the discipline with the employee and the steward, providing that in cases of intoxication, use of drugs or other conduct immediately affecting operations, the employee may be required to leave before talking to the steward.

Section 3. Appeal of Discharge or Suspension. Should the discharged or suspended employee and the steward consider the disciplinary action to be improper, a complaint shall be presented in writing through the steward to the hospital through the Personnel Director or their designated representative within two (2) regularly scheduled working days of the disciplinary action. The Hospital, through the Personnel Director or their representative, will review the disciplinary action and give their written answer within three (3) regularly scheduled working days after receiving the appeal. If the decision is not satisfactory to the union, the matter shall be referred to Step 4 (four) of the grievance procedure.

Section 4. Appeals of disciplinary action not involving suspension or discharge (such as, but not limited to, verbal or written warnings) shall be processed through the normal steps of the grievance procedure.

### ARTICLE 13

#### SENIORITY

Section 1. New employees hired in the unit shall be considered as probationary employees for the first three (3) months for full-time employees and five (5) months for part-time employees. This probationary period shall be accumulated within not more than nine months. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day of hire. There shall be no seniority among probationary employees.

Section 2. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 3, Section 1, of this Agreement, except discharged or disciplined employees for other than Union activity.

Section 3. Seniority shall be on a hospital-wide basis, in accordance with the employee's last date of hire, provided the employee can do the work without additional training. Providing further the following are deemed critical classifications in which seniority shall be determined on a classification basis: surgery, central supply and emergency room, nursery, delivery room and intensive care unit, respiratory therapy and pharmacy.

### ARTICLE 14

#### SENIORITY LISTS

Section 1. Seniority means the length of continuous service of the employee with the hospital during which time he has not quit, resigned or been



terminated. Seniority shall be used as a method of priority only when specifically set forth in this Agreement.

Section 2. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

Section 3. The seniority list on the date of this agreement will show the names and job titles of all employees of the unit entitled to seniority, plus said list shall indicate the employee's date of hire.

Section 4. The Hospital will keep the seniority list up to date at all times and will provide the Chapter Chairman with up-to-date copies at least once every three (3) months.

#### ARTICLE 15

##### LOSS OF SENIORITY

Section 1. An employee shall lose his seniority for the following reasons only:

- a. He quits.
- b. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- c. He is absent for three (3) consecutive working days without notifying the Hospital. After such absence, the Hospital will send written notification to the employee at his last-known address that his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- d. If he does not return to work when recalled from layoff as set forth in the recall procedure.
- e. Return from sick leave and leaves of absence will be treated the same as (c) above.
- f. Has been laid off for two (2) years.

#### ARTICLE 16

##### SHIFT PREFERENCE

Section 1. Shift preference will be granted on the basis of seniority within the classification, provided the employee can do the work.

#### ARTICLE 17

##### SENIORITY OF STEWARDS

Section 1. Notwithstanding their position on the seniority list, stewards and alternate stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job which they can perform and shall be recalled to work in the event of a layoff on the first open job which they can perform.

ARTICLE 18  
SENIORITY OF OFFICERS

Section 1. Notwithstanding their position on the seniority list, the Chapter Chairman, Secretary and Treasurer of the local union shall, in the event of layoff only, be continued at work at all times, provided they can perform any of the work available.

ARTICLE 19  
LAYOFF DEFINED

Section 1. The word "layoff" means a reduction in the working force.

Section 2. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees and part-time employees, in that order, will be laid off first. Seniority employees will be laid off according to seniority as defined in Article 13, Section 3, and Articles 16 and 17.

Section 3. Employees to be laid off for an indefinite period of time will be given at least ten (10) calendar days notice of layoff. Within two (2) days of the notice, the employee will advise his immediate supervisor of his intention to bump. If he elects to bump, the Hospital shall give the bumped employee four (4) days notice of his layoff. The Chapter Chairman and local financial secretary shall receive a list from the Hospital of the employees being laid off on the same date notices are issued to the employees.

ARTICLE 20  
RECALL PROCEDURE

Section 1. When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 13, Section 3, and Articles 16 and 17. 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 six (6) days from the date of receipt of the notice of recall, he shall be considered to have quit.

ARTICLE 21  
TRANSFERS

Section 1. If an employee is transferred to a position within the Hospital, not included in the Unit, and is thereafter within two (2) years transferred again to a position within the Unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this agreement. After two (2) years all such accumulated benefits shall be forfeited.

Section 2. The Hospital agrees that in any movement of work, it will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.



## ARTICLE 22

### POSTING AND BIDDING PROCEDURES

Section 1. Temporary jobs of thirty (30) days or less need not be posted. Vacancies and/or newly-created positions of over thirty (30) days within the bargaining unit shall be filled on the basis of seniority and qualifications. Job vacancies will be posted on the job posting bulletin board for a period of five (5) calendar days, setting forth the minimum requirements for the position. Employees interested shall apply, by filling out a bid form, within the five (5) calendar day posting period. The Chapter Chairman shall be notified of the names of all applicants bidding on a job posting. The senior employee applying for the position and who meets the minimum requirements shall be granted a four (4) week trial period to determine his desire to remain on the job and his ability to perform it. In the event the senior applicant is denied the position, reasons for denial shall be given in writing to such employee's Unit Chairman. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

Section 2. During the trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Hospital with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

Section 3. Employees who have transferred in accordance with the foregoing provisions, whether as promotions or demotions or laterally, shall be paid under the following formula. If the employee has moved laterally or taken a lower classification position, he shall receive the rate to which his hospital-wide seniority would entitle him in that classification. If he moves into a higher paying classification, he shall receive that rate of pay in the higher classification above what he is receiving in the classification from which he has moved. In each instance, progression shall be upward from those points in accordance with this contract.

## ARTICLE 23

### REINSTATEMENT OF VETERANS

Section 1. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

## ARTICLE 24

### EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Section 1. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time in connection with their employment under applicable federal laws in effect on the date of this agreement.

Section 2. Employees who are in some branch of the Armed Forces Reserve or National Guard will be paid the difference between their reserve pay and their regular pay with the Hospital when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit.

ARTICLE 25  
LEAVES OF ABSENCE

Section 1. Upon written request, leaves of absence for periods not to exceed the periods set forth below will be granted in writing without loss of seniority for the following reasons. Such leave may be extended for like cause. Items b, c, and d must be certified by attending physician if requested.

- a. Serving in any elected or appointed position in the Union--two (2) years.
- b. Maternity leave--one (1) year.
- c. Illness leave (physical or mental)--two (2) years.
- d. Prolonged illness of wife, husband, or child--six (6) months.
- e. Educational leave providing the education or training is connected with their employment--two (2) years.

Section 2. Employees shall accrue seniority while on leave of absence granted by the provisions of this agreement. If the leave is six (6) months or less, the employee shall be returned to his previous position. If the leave is for over six (6) months, the employee shall be returned to the classification held at the time the leave of absence was granted. In the event that there are no open positions at the time the employee returns, the person with the least seniority in the returning employee's classification shall either be reclassified or laid off.

Section 3. One member of the Union elected to attend a function of the International Union, such as conventions or educational conferences shall be allowed time off without loss of time or pay for not more than five (5) days per year to attend such conference and/or convention.

Section 4. Employees shall have the option to utilize accrued sick leave benefits during the period of pregnancy upon presentation of medical certification of her inability to perform her normal job duties. In such event, all benefits otherwise due said employee shall be maintained.

ARTICLE 26  
UNION BULLETIN BOARDS

Section 1. The Hospital will provide four (4) bulletin boards which may be used by the Union for posting notices of the following types:

- a. Notices of recreational and social events.
- b. Notices of union elections.
- c. Notices of results of union elections.
- d. Notices of union meetings.
- e. Job postings.



ARTICLE 27  
RATES FOR NEW JOBS

Section 1. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Hospital will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 28  
TEMPORARY ASSIGNMENTS

Section 1. Temporary assignments of over thirty (30) days for the purpose of filling vacancies of employees who are on vacation and/or approved leaves of absence will be granted to the senior employee in the department provided the employee can immediately perform the work. Such employee will receive the rate of pay of the higher paying classification for all hours worked while filling such vacancy. Upon completion of the temporary assignment, the affected employee shall revert to the position the employee held prior to the taking of the temporary assignment.

ARTICLE 29  
JURY DUTY

Section 1. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE 30  
SAFETY COMMITTEE

Section 1. The Hospital shall continue to provide for the safety of employees during the hours of their employment. In this regard the Hospital will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union. Safety will be an appropriate subject for special conference.

ARTICLE 31  
EQUALIZATION OF OVERTIME HOURS

Section 1. Overtime hours, except in an emergency, shall be divided as equally as possible among employees in the same classification in their department. An up-to-date list showing overtime hours will be posted in a prominent place in each department.

Section 2. Whenever overtime is required, except in an emergency, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize the overtime hours. Such list will be audited quarterly by the Hospital, with results given to the Chapter Chairman to determine that every effort has been made to equalize overtime.

Section 3. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period. (Two hour minimum).

Section 4. Overtime hours will be computed from October 1 through September 30 each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

## ARTICLE 32

### WORKING HOURS

Section 1. The work day shall be divided into three (3) shifts. The first shift is any shift which regularly starts on or after 5:00 a.m. but before 3:00 p.m. The second shift is any shift which regularly starts on or after 3:00 p.m. but before 11:00 p.m. The third shift is any shift which regularly starts on or after 11:00 p.m. but before 5:00 a.m.

Section 2. Employees working a shift which begins between the hours of 2:00 p.m. and 5:00 a.m. shall receive a shift premium above their base pay of twenty-five cents (25¢) per hour for all hours actually worked.

Section 3. The regular full working day shall consist of eight (8) hours per day including one-half ( $\frac{1}{2}$ ) hour off for lunch within said eight (8) hours.

Section 4. Employees may take a fifteen (15) minute "rest break" in the a.m. and also a fifteen (15) minute "rest break" in the p.m., or the first half and second half of their regular shift, whichever may apply.

Section 5. Employee's work schedules shall be made out in advance and posted. After work schedules are posted, all requests for a change in schedule, other than for immediate and unforeseen circumstances, must be submitted in writing to the supervisor responsible for scheduling. Approval of time off shall be so indicated on the request form and will be signed by the supervisor. In the event an employee's work schedule is thereafter changed, the supervisor shall notify the employee involved immediately, giving equal consideration to those employees affected.

## ARTICLE 33

### LONGEVITY

Section 1. A longevity bonus will be paid to employees who complete five (5), nine (9), or fourteen (14) years of seniority on the anniversary date of their hiring on a schedule of 1%, 2% and 3%, respectively. The longevity bonus shall be based upon earnings for all hours paid during the past year immediately prior to the anniversary date. Part-time employees must have worked a minimum of 624 hours per year as provided for in Article 51 to qualify for the longevity payment. Longevity payment will be by separate check within thirty (30) days of the anniversary date.



ARTICLE 34  
SICK LEAVE

Section 1. All full-time employees covered by this Agreement shall accumulate one (1) sick leave day per month not to exceed twelve (12) days per year, with one hundred (100) day accumulation. One-half ( $\frac{1}{2}$ ) of all accumulated and unused sick leave days will be paid upon severance of employment with the Hospital and upon death of an employee one-half ( $\frac{1}{2}$ ) of said accumulated and unused sick leave will be paid at the prevailing base rate to the employee's beneficiary, provided he has been employed three (3) years or more. One hundred percent (100%) of all accumulated and unused sick leave will be paid upon retirement at age 62 or older, providing he has been employed here three (3) years or more. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing vacation and sick leave benefits referred to in this agreement and will be construed as days worked specifically. For part-time employees, see Article 51. Provided that if an employee quits or fails to give a ten (10) day notice, he shall forfeit all accumulated sick leave.

ARTICLE 35  
FUNERAL LEAVE

Section 1. An employee shall be allowed three (3) working days as funeral leave for the sole purpose of attending the funeral of a member of the immediate family, not deductible from sick leave. Additional time up to two (2) days will be allowed based on extenuating circumstances.

Section 2. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the employee's household.

Section 3. The Chapter Chairman, or his representative, shall be allowed one (1) funeral leave day in the event of a death of a member of the local union, for the exclusive purpose of attending the funeral.

ARTICLE 36  
PERSONAL LEAVE

Section 1. After one (1) year of employment, each full-time and part-time employee (see Article 51) shall be entitled to two (2) personal leave days per year. Such days shall be deemed eight (8) hour days but may be taken in four (4) hour intervals. Employees shall be paid for personal leave days at their regular hourly rate, based on their average daily hours for the week during which the personal leave day is taken. Employees shall give one (1) week advance notice for a personal leave day. However, special arrangements may be made in emergencies. Personal leave days are non-accumulative.

Section 2. Employees shall give one (1) week advance notice for a personal leave day. Employee's personal leave day will be granted considering

both the wishes of the employee and efficient operation of the department concerned. However, permission of the employee's department head shall be secured prior to the taking of said day, which permission shall not be arbitrarily withheld. In the event the employee feels that an improper denial is given, the employee and a representative of the union shall meet with the supervisor or department head and the head of Personnel to resolve the matter. If the personal leave day is denied for proper reasons and the employee has not utilized his personal leave day(s) prior to the end of the year, the employee shall be paid for any personal leave day that was requested and denied.

ARTICLE 37  
TIME AND ONE-HALF

Section 1. Time and one-half will be paid as follows:

- a. For all hours worked over eight (8) hours in one (1) day.
- b. For all hours worked over forty (40) hours per week.
- c. Employees who are required to work overtime shall receive fifteen (15) minutes overtime pay for the first seven (7) minutes overtime worked beyond each quarter hour.

ARTICLE 38  
HOLIDAY PROVISIONS

Section 1. Paid holidays are designated as follows:

Memorial Day	Christmas Day
Fourth of July	New Year's Day
Labor Day	Easter
Thanksgiving Day	Employee's Birthday

Section 2. Employees will be paid their current rate based on an eight (8) hour day for said holidays.

ARTICLE 39  
VACATION ELIGIBILITY

Section 1. An employee will earn vacation with pay in accordance with the following schedule:

- a. One (1) year but less than two (2) years--ten(10) working days.
- b. Two (2) years but less than three (3) years--twelve (12) working days.
- c. Three (3) years but less than five (5) years--fifteen (15) working days.
- d. Five (5) years but less than eight (8) years--eighteen (18) working days.



e. Eight (8) years or more--twenty-one (21) working days.

Section 2. All unused vacation days will be paid upon severance with the Hospital at the prevailing rate. An employee while on vacation will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement and will be construed as days worked specifically, provided that if an employee quits and fails to give a ten (10) day notice, he shall forfeit all unused vacation days as well as accumulated sick leave.

#### ARTICLE 40

##### VACATION PERIOD

Section 1. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the department concerned. The Hospital shall schedule vacations and notify employees of schedules as early in the year as practicable.

Section 2. When a holiday is observed by the Hospital during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

Section 3. A vacation may not be waived by an employee and extra pay received for work during that period.

Section 4. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

#### ARTICLE 41

##### PAY ADVANCE

Section 1. If a regular pay day falls during an employee's vacation, he will receive that check in advance, before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance. There will be withheld from any advance an amount equal to two day's pay or enough to cover all deductions previously authorized by the employee, whichever is the greater.

Section 2. If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year, provided that if an employee quits and fails to give ten (10) days notice, he shall not receive any unused vacation credit or accumulated sick leave.

Section 3. Rate during vacation. Employees will be paid their current base rate while on vacation and will receive credit for any benefits provided for in this agreement.

ARTICLE 42  
HOSPITALIZATION MEDICAL COVERAGE

Section 1. The Hospital will pay the full premium for Blue Cross/Blue Shield MVF-1 Master Med, D45NM, IMB-OB, F.C., S.D., ML Riders, semi accommodations for hospital employees and their families requesting same. An employee on a leave of absence for illness, injury or medical maternity, may maintain this coverage at group rates for up to six (6) months by self-payment of premiums to the Hospital on or prior to the first day of the month preceding the month for which coverage is to be afforded.

ARTICLE 43  
LIFE INSURANCE COVERAGE

Section 1. The Hospital agrees to pay the full premium of term life insurance plan for each employee in the amount of two thousand five hundred dollars (\$2,500).

ARTICLE 44  
COMPUTATION OF BENEFITS

Section 1. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 45  
CONTRACTING WORK

Section 1. In the event of contracting out work, the Hospital shall follow the proper procedures as outlined in this contract as to seniority and layoff. However, for the above-mentioned subject, the Hospital shall notify the Union of such decisions and shall call a special conference for the purpose of giving the employees involved every protection possible as to job security.

ARTICLE 46  
NO STRIKE OR LOCKOUT

Section 1. It is mutually agreed that the Union shall call no strike and the Hospital shall not call a lock-out during the term of this agreement.

ARTICLE 47  
HOSPITAL SERVICES

Section 1. All physical examinations during employment (including pre-employment physicals) and including x-rays and lab tests which are required as a condition of continued employment will be provided and paid for by the Hospital.



Section 2. The Hospital shall continue to furnish drugs and medicines pursuant to prescriptions to employees and their wives, husbands, or children only for cost plus ten per cent (10%).

#### ARTICLE 48

##### CALL-IN PAY

Section 1. Any employee called in to work at a time other than on his regular shift shall be provided work for a minimum of four (4) hours or paid for four (4) hours.

#### ARTICLE 49

##### DISTRIBUTION OF AGREEMENT

Section 1. Copies of the contract will be furnished to each employee. The Hospital and the Union will share the expense equally.

#### ARTICLE 50

##### PROTECTIVE CLOTHING

Section 1. Whenever and wherever the Hospital requires the employee to wear protective clothing or devices as a condition of employment, the Hospital shall furnish the same at its cost.

#### ARTICLE 51

##### DEFINITIONS OF EMPLOYMENT

Section 1. It is hereby agreed that the following definitions of employment shall be applied throughout the contract:

- a. FULL TIME EMPLOYEES are those regularly employed who ordinarily work forty (40) hours per week.
- b. REGULAR PART TIME EMPLOYEES are those who are ordinarily scheduled to work twelve (12) hours or more per week, but not forty (40) hours per week.
- c. IRREGULAR PART TIME EMPLOYEES are those whose work is not regular and/or who work less than twelve (12) hours per week.
- d. TEMPORARY EMPLOYEES are those who work from June to September, during Christmas vacation and other times of the year. The Hospital agrees to keep the Chapter Chairman informed of the name and date of hire of all temporary employees.

Section 2. All employees so defined herein except the irregular part-time employees are dues paying members of the Union whether they receive any fringe benefits or not. Temporary and irregular part-time employees shall receive no fringe benefits but shall be entitled to the regular starting rates in whatever jobs they are working. Part-time employees shall be given the first choice when any temporary seasonal full-time positions are available within their classification.

Section 3. Temporary employees and irregular part-time employees will not be used to take the place of regular employment or work in regular job classifications when other regular employees are available. It is expressly understood that these employees are used to assist the regular work force only. It is clearly understood if an employee who is classified as temporary employee is retained as a regular part-time or regular full-time employee, or who works beyond the length of seasonal employment, they shall have seniority applied toward the probationary period and benefits credited back to the last date of hire.

Section 4. Regular part-time employees as herein defined shall receive proportionately all benefits provided for in this contract for full-time employees, the fraction being one in which the numerator is the total number of hours worked by the employee and the denominator is 2080 hours, providing they have worked 624 hours in the previous year.

Section 5. Provided that hospitalization benefits shall be available only to those part-time employees who are normally scheduled to work thirty (30) hours or more per week and it shall be available as is provided for in Article 42.

Section 6. Life insurance shall be available to all regular part-time employees in accordance with Article 43.

Section 7. It is further agreed that the Hospital will not at any time employ more than five (5) percent of the total bargaining unit as irregular part-time employees and not more than ten per cent (10%) of the entire bargaining unit as temporary employees.

## ARTICLE 52

### TEMPORARY SUPERVISION

Section 1. Any employee except LPN's appointed by the Administrator or a supervisor to supervise during vacation, extended illness or leaves of absence, or any other extended period of time, will be paid an additional twenty-five cents (25¢) per hour on his regular rate during such supervision.

Section 2. Any LPN appointed by the Administrator or any supervisor to supervise a nursing station in lieu of a registered nurse will be paid an additional twenty-five cents (25¢) per hour on his regular rate during such supervision.

## ARTICLE 53

### PENSION

Section 1. The present pension plan now in force shall be upgraded to comply with the Pension Reform Act of 1974 and shall be continued for the duration of this Agreement. The terms of the plan are available in the Personnel Department in booklet form and may be read there by employees.

Section 2. Retirement shall be mandatory at age sixty-five (65) for



all employees. If an existing employee (hired before November 16, 1973) is physically able to work after age 65, he will be offered the opportunity to revert to part-time status.

ARTICLE 54  
SUCCESSOR CLAUSE

Section 1. This agreement shall be binding upon the Hospital's successor, whether such succession be effected voluntarily or by the operation of law, and in the event of the Hospital's merger or consolidation with another employer.

ARTICLE 55  
ENTIRE AGREEMENT

Section 1. The parties acknowledge that during negotiations resulting in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this agreement. The Hospital and the Union each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term, subject only to a desire by both parties to mutually agree to amend, or supplement at any time.

ARTICLE 56  
TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until midnight (12:00 p.m.), June 30, 1976.

Section 2. If either party desires to amend and/or terminate this Agreement, it shall, ninety (90) days prior to the above termination date, give written notification of same. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party on ninety (90) days written notice prior to the current year's termination date. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on a ten (10) day written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 3. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Council #55, AFSCME, AFL-CIO, 1034 North Washington Avenue, Lansing, Michigan, 48906; and if to the Hospital, addressed Mt. Pleasant, Michigan; or to any such address as the Union or the Hospital may make available to each other.

ARTICLE 57  
EFFECTIVE DATE

Section 1. This Agreement shall become effective as of July 1, 1975.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this day and year first above written.

FOR THE UNION:

David W. Hershey  
David W. Hershey

Doris Davis  
Doris Davis

Datsy R. Dalrymple

Joyce Sargent

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\_\_\_\_\_

FOR THE HOSPITAL:

Gaylord H. Courter  
Gaylord H. Courter

Glenn E. Lowery  
Glenn E. Lowery

J. Paul Janes  
J. Paul Janes

MK:lh  
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*APPENDIX*

## CLASSIFICATION AND WAGE RATES

Classification		Beginning	3 Month	6 Month	9 Month	1 Year
BUSINESS OFFICE	General Clerk	3.04		3.14		3.24
	Patient Registration Clk	3.04		3.14		3.24
	Keypunch Operator	3.34		3.44		3.54
	Switchboard Operator	3.04		3.14		3.24
	Billing Clerk	3.44		3.54		3.64
	Cashier	3.24		3.34		3.44
DIETARY	Utility Worker	2.94		3.04		3.14
	Cook	3.24		3.34		3.44
	Storeroom Clerk	3.44		3.54		3.64
	Diet Technician	3.24		3.34		3.44
HOUSEKEEPING	Housekeeper I	2.94		3.04		3.14
	Housekeeper II	3.04		3.14		3.24
LABORATORY	Lab Aide	2.94		3.04		3.14
	Lab Secretary	3.24		3.34		3.44
LAUNDRY	Laundry Aide	2.94		3.04		3.14
	Washer Aide	3.04		3.14		3.24
	Team Leader	3.14		3.24		3.34
PURCHASING	Storeroom Clerk	3.44		3.54		3.64
	Utility Clerk	3.44		3.54		3.64
	Printer	3.54		3.64		3.74
	Messenger	3.09		3.19		3.29
MAINTENANCE	Licensed Electrician	4.59		4.69		4.79
	Maintenance Worker I	4.14		4.24		4.34
	Maintenance Worker II	3.59		3.69		3.79
	Watchman	3.09		3.19		3.29
	Yardman	3.04		3.14		3.24
	Laborer	2.94		3.04		3.14
MEDICAL RECORDS	Steno Clerk	3.44		3.54		3.64
	Record Clerk	3.04		3.14		3.24
	PAS Clerk	3.24		3.34		3.44
						TT.



## CLASSIFICATION AND WAGE RATES

Classification		Beginning	3 Month	6 Month	9 Month	1 Year
<i>NURSING:</i>						
<i>GENERAL NURSING</i>	L.P.N.	3.64		3.84		3.94
	Special Aide	3.04		3.14		3.24
	Aide	2.94		3.04		3.14
	Orderly	3.39		3.49		3.59
	Unit Secretary	3.34		3.44		3.54
	Medical Data Clerk	2.94		3.04		3.14
<i>CENTRAL SUPPLY</i>	Central Supply Aide	3.24		3.34		3.44
<i>EMER. ROOM</i>	Emergency Room Aide	3.24		3.34		3.44
<i>SURGERY</i>	Certified Scrub Tech.	4.44		4.54		4.64
	Scrub Technician	3.94		4.04		4.14
	Scrub Tech. Trainee	3.44	3.54	3.64	3.74	
<i>PHARMACY</i>	Senior Pharmacy Tech.	3.54		3.64		3.74
	Pharmacy Technician	3.44		3.54		3.64
	Pharmacy Tech. Trainee	3.19		3.29		
<i>RADIOLOGY</i>	X-Ray Clerk	3.14		3.24		3.34
	X-Ray Secretary	3.44		3.54		3.64
	Patient Escort	2.94		3.04		3.14
	Darkroom Attendant	3.04		3.14		3.24
<i>RESPIRATORY THERAPY</i>	Certified R.T. Tech.	4.49		4.59		4.69
	Sr. Tech. (Cert. Elig.)	3.99		4.09		4.19
	R.T. Assistant	3.39		3.49		3.59
	R.T. Assistant Trainee	3.14		3.24		
	EKG Technician/Secretary	3.24		3.34		3.44
	EKG Tech. Trainee/Sec.	3.04		3.14		