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# AGREEMENT

Between

**OAKWOOD HOSPITAL CORPORATION  
DEARBORN, MICHIGAN**

and

**OAKWOOD HOSPITAL EMPLOYEES  
LOCAL 2568**

of

**District Council 77**

of the

**American Federation of State, County  
and Municipal Employees, AFL-CIO**



DATED: NOVEMBER 9th, 1972



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## AGREEMENT

This Agreement is made and entered into on this 9th day of November, 1972 by and between OAKWOOD HOSPITAL CORPORATION, a Michigan non-profit corporation, which is hereinafter called the "Hospital" and is engaged in the operation of Oakwood Hospital in the City of Dearborn, Michigan, and OAKWOOD UNIT OF LOCAL 140 of District Council 77 of the American Federation of State, County and Municipal Employees, AFL-CIO, which is hereinafter called the "Union" and is acting as the representative of certain non-professional employees of the Hospital as hereinafter set forth; and this Agreement is made and entered into as the result of collective bargaining conducted by and between the Hospital and the Union because of and pursuant to the final decree of the Circuit Court for Wayne County, Michigan, in Chancery Case No. 594-066.

### ARTICLE I — RECOGNITION AND UNION MEMBERSHIP

**Section 1. Recognition and Bargaining Unit.** The Hospital hereby recognizes the Union for the duration of the effective term of this Agreement as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment of those employees of the Hospital who are employed during the term of this Agreement in the following non-professional job classifications within the specified departments of the Hospital, comprising the bargaining unit of employees covered hereby:

**Building and Maintenance Department:**  
 Operating Engineer  
 Boiler Operator  
 Electrician  
 Carpenter  
 Painter  
 Utility Man  
 Relief Engineer  
 Plumber  
 Gardener

Laborer  
 Truck Driver  
**Dietary Department:**  
**Dietary Department**  
 (continued)  
 Senior Assistant Chef  
 Assistant Chef  
 Dietary Clerk  
 Baker's Helper  
 Cook  
 Cook's Helper

Miscellaneous kitchen worker	Seamstress
Tray aide	Porter
Cafeteria aide	Sorter
Coffee shop aide	Press operator
Dishwashing aide	Utility operator
Dishwashing group leader	<b>Central Supply Department:</b>
Potwasher	C.S.R. aide
Porter	C.S.R. attendant
Coffee shop dishwasher	C.S.R. clerk
<b>Housekeeping Department:</b>	C.S.R. crew leader
Housekeeper	<b>Nursing Department:</b>
Porter	Nursing aide
Wall Washer	Psychiatric aide
Elevator operator	Psychiatric attendant
<b>Laboratory Department:</b>	Orthopedic attendant
Diener	Emergency Room attendant
Dishwasher	Operating Room attendant
<b>Laundry Department:</b>	Ward secretary
Washman	<b>Purchasing Department:</b>
Assistant Washman	Storekeeper
Crew Leader	Assistant Storekeeper
Laundry helper	Stockroom attendant
	Nursing Supply Clerk

**Section 2. "Employee" Defined.** The terms "employee" and "employees" as used herein shall refer to and include only those employees who are employed in the bargaining unit described in Section 1 of this Article, unless it is otherwise stated or clearly implied.

**Section 3. Union Membership.**

(a) 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.

(b) 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 for the

duration of this Agreement on or before the 10th day after the 30th day following such effective date.

(c) 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 for the duration of this Agreement on or before the 10th day after the 30th day following the beginning of their employment in the Unit.

(d) An employee who shall tender the initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the condition of this section.

(e) An employee shall be deemed to be a member of the Union within the meaning of this section if he is not more than 60 days in arrears in payment of his membership dues.

(f) Any employee to whom membership in the Union is denied, or whose membership is terminated, by the Union by reason of his failure to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership shall not be retained in the bargaining unit. No employee shall be terminated under this section, however, unless:

(1) The Union first has notified him by letter addressed to him at the address last known to the Union concerning his delinquency in not tendering the initiation fee and periodic dues required under this section, and warning him that unless such fee and dues are tendered within 7 days he will be reported to the Hospital for termination from employment as provided herein; and

(2) the Union has furnished the Hospital with written proof that the foregoing procedure has been followed but the employee has not complied, and on this basis the Union has requested in writing that he be discharged from employment in the bargaining unit.

**Section 4. Non-Coercion and Non-Solicitation.** The Union agrees that neither it nor its members nor anyone acting on its or their behalf or with their consent or permission shall coerce, intimidate, or discriminate either for or against any employee or employees with respect to their right to work, and further agrees that there shall be no solicitation of employees for initiation fees or dues during an employee's working time.

## **ARTICLE II — REPRESENTATION**

**Section 1. Representation Groups.** For the purpose of representation of employees in processing through the Grievance Procedure hereof any grievances they may present hereunder, the employees shall be divided into separate Groups, each Group to include the employees in those job classifications within it which are enumerated in Section 1 of ARTICLE I above, or all employees on the shift indicated, as the case may be, as follows:

- Group 1 — All day shift employees on floors 5 and below in the Nursing, Laboratory, and Central Supply Departments.
- Group 2 — All day shift employees on floors 6 and above in the Nursing, Laboratory, and Central Supply Departments.
- Group 3 — All day shift employees in the House-keeping Department.
- Group 4 — All day shift employees in the Laundry.
- Group 5 — All day shift Building and Maintenance Department and store room employees.
- Group 6 — All day shift employees in the Dietary Department.
- Group 7 — All afternoon shift employees in the bargaining unit.
- Group 8 — All midnight shift employees in the bargaining unit.

## **Section 2. Stewards.**

(a) Each of such groups shall have the right to designate 1 person, who is employed within that group and who has at least 1 year's seniority therein, to act as the steward and representative for that group. Such designation shall be made in the manner which is determined by the Union. The steward for one group shall not have any authority to act as steward for any employee in any other group.

(b) Each of such groups shall have the right also to designate 1 person who is employed in that group as an alternate steward to act in the place of the steward only in the event of the absence of the steward. If an alternate steward commences the processing of a grievance, the Union may elect to continue to have him process the grievance in subsequent steps or to have the regular steward resume this function.

(c) The president of Local, vice president and recording secretary and the secretary-treasurer of the Local Union shall be assigned to work on the regular day shift upon their request, whenever this is practicable.

**Section 3. Grievance Committee.** The steward involved in the grievance, and any two (2) other stewards or officers of the Union, together with the president of the Local, as an ex-officio member, shall constitute the Grievance Committee. The president of the Local shall be the chairman of such committee.

**Section 4. Certification to Hospital.** The names of the stewards and of the Unit chairman shall be certified to the Hospital by the Union in writing promptly after their designation; likewise as to any changes therein.

**Section 5. Procedures for Stewards.** A steward will be allowed to leave his regular job for the presentation of grievances in accordance with the Grievance Procedure hereof as soon as, in the opinion of supervisor, he can be spared therefrom without interfering with the Hospital's normal operation and provided he first secures his supervisor's consent, which shall not unreasonably be withheld. If an employee wishes the

presence of his steward for such purpose, the employee shall notify his own supervisor, who shall then notify the steward without unreasonable delay.

**Section 6. Pay Allowances for Stewards.** Stewards, when acting as such, and stewards and the president when acting as member of the Grievance Committee, will be paid by the Hospital at their regular straight-time hourly rates of pay for working time necessarily and reasonably lost by them in the presentation of grievances in accordance with the Grievance Procedure, with the exceptions that the Hospital will not pay them for any time they spend in the arbitration procedure or in proceedings, if any, that occur at any place other than on the Hospital's premises or that are conducted or attended by any governmental agency or agent.

**Section 7. Access to Premises.** No non-employee representative of employees or of the Union shall be allowed to enter the Hospital's premises for any purpose in connection with the Grievance Procedure of this Agreement except for participation in Step 4 and subsequent steps of such Grievance Procedure, unless he secures the prior consent of either the director or the personnel director of the Hospital, or unless his presence is requested by either of such persons.

### ARTICLE III — GRIEVANCE PROCEDURE

**Section 1. (a) Intent and Scope.** It is the intent of the parties hereto that the procedure set forth herein shall serve as the means for the peaceful settlement of all disputes that may arise between them concerning the interpretation or application of this Agreement, if any, without any interruption or disturbance of any sort whatsoever in the normal operation of the Hospital. Employees and the Union are required to follow and use this procedure in case they have any grievances concerning the interpretation or application of this Agreement, if any, including any written amendments hereof or supplements hereto, which they wish to be considered settled.

**(b) Settlement of Grievance with Individual.** While any individual employee shall have the right to file and present on his own behalf his own grievance in accordance with the above procedure without the

intervention of any representative, no settlement of such grievance shall be made which is inconsistent with any of the provisions of this Agreement and provided, further, that a representative of the Union shall be permitted to be in attendance at such discussion.

**(c) Election by Employee.** If an employee acts on his own behalf at step 2 of Section 2 of the steps in the grievance procedure, he shall be deemed to have elected to act for himself in all subsequent steps thereof. If he elects to have union representation at Step 2, he shall be deemed to have elected to have union representation in all subsequent steps thereof. Once such an election has been made, it shall not be subject to change at any subsequent step of such procedure.

**Section 2. Steps in Procedure.** If an employee or a group of employees has such a grievance, other than one involving his discharge or disciplinary layoff, it 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 employee or by his Union representative(s) who acted for him:

**Step 1.** The employee, or one member of a group of employees, either alone or together with his steward, shall discuss his grievance with his immediate supervisor promptly and in any event within the employee's first 3 working days after it arises. If a steward is to participate in such discussion, he and the employee shall be allowed, subject to the provisions of Article II, Section 5 hereof, such time off as is necessary, but not exceeding 10 minutes, just prior to the commencement of such discussion to confer regarding the grievance. His supervisor shall give his answer promptly and in any event within the supervisor's first two working days after the employee presented the matter to him. The Hospital shall specify, in writing, the immediate supervisor for purposes of this Step for each department or group of employees.

**Step 2.** The grievance shall be placed in writing and signed by the employee and the steward on

forms to be provided for that purpose. The written grievance shall then, within the employee's first 2 working days after answer at Step 1, be presented by either the employee and/or his steward to the employee's immediate supervisor for discussion and for his written signed disposition. If such presentation is made by the steward, he shall countersign the grievance. The supervisor shall give his written signed disposition within the supervisor's first 2 working days after such discussion is concluded.

**Step 3.** The written grievance shall then, within the employee's first 2 working days after disposition at Step 2, be presented by either the employee and/or his steward to the head of the employee's department, or to his designee in case he is absent, for discussion and for his written signed disposition, which shall be given within his first 3 working days after such discussion is concluded. Provided, that if an employee's immediate supervisor is the head of his department, so that such grievance has already been submitted to him in the previous steps, the grievance shall advance from Step 2 directly to Step 4.

**Step 4.** Upon written notice to be given by the President of the Local Union, or in his absence, a designated representative, to the personnel director of the Hospital within the employee's first 2 working days after disposition at Step 3, the written grievance shall then be presented either by the employee or any three of the following four persons: the employee, his steward, the Unit chairman, such other representative of the employees or of the Union (which representative may be a representative of District Council 77 aforementioned) as shall be designated for that purpose, to the Hospital's personnel director for consideration at a meeting to be arranged by the Personnel Director within his first five (5) working days following such notice, with him and such other representatives of the Hospital, if any, as he designates. The personnel director shall give his written signed disposition within his first five (5) working days after the conclusion of such meeting.

**Step 5.** Upon written notice to be given by the President of the Local Union, or, in his absence, a designated representative, to the director of the Hospital within 7 calendar days after disposition at Step 4, the written grievance shall then be presented either by the employee, or by the Grievance Committee, and/or a representative of District Council 77 to the director and/or associate director of the Hospital together with any additional representatives the Hospital may designate for that purpose, for consideration at a meeting which shall be arranged within seven (7) calendar days between the principal parties. Those representatives who are employees of the Hospital shall be allowed such time as is necessary, but not exceeding 10 minutes, just prior to the commencement of such meeting to confer regarding grievance. The Hospital's written signed disposition of this step shall be given within 7 calendar days after the conclusion of such meeting.

**Step 6. Arbitration.** Upon written notice of intention to arbitrate such written grievance, to be given by District Council 77 to the director of the Hospital within 14 calendar days after disposition at Step 5, the written grievance shall then be submitted to arbitration in accordance with and subject to the following rules and procedures.

(a) The parties shall promptly endeavor to agree in the selection of an arbitrator. If they have not so agreed within 15 calendar days after the submission to arbitration, the Union shall within the next 7 calendar days request the American Arbitration Association to cause the selection of an arbitrator to be made in accordance with its voluntary Labor Arbitration Rules then obtaining.

(b) The written grievance shall then be arbitrated by the arbitrator in accordance with such Voluntary Labor Arbitration Rules.

(c) The jurisdiction of arbitration hereunder shall be limited to employee grievances arising out of the interpretation or application of this Agreement, including any written amendments hereof or supplements hereto, but shall not extend to any Re-

tirement Plan for employees. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement, or of any written amendments hereof or supplements hereto, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto or to exercise any of their functions or responsibilities. If the grievance concerns matters not so within the jurisdiction of arbitration, it shall be returned to the parties without decision.

(d) The decision of the arbitrator shall be final and binding on all parties, and they hereby agree to abide by same.

(e) The arbitrator's fee and expenses and the Association's charge shall be borne equally by both parties. The Hospital shall not be liable for the payment of wages to or the expenses or charges of any employee or representatives of any employee or of the Union who participate in any way in such arbitration.

### **Section 3. Discipline and Discharge of Employees.**

(a) The Hospital has the right to employ any person who is satisfactory to the Hospital; also to terminate the employment of any probationary employee during his probationary period for any reason whatsoever, or to discipline him, and he shall not because thereof have recourse to the Grievance Procedure of this Agreement; and also to discharge or discipline a seniority employee for just and proper cause. At the time a seniority employee is discharged or given a disciplinary layoff, he will be given a written statement by the Hospital setting forth briefly the reasons therefore, and a copy thereof will be furnished promptly to the steward and president of the Local.

(b) If a seniority employee is discharged or disciplined by layoff and wishes to file a grievance concerning same, he or his steward or other representative shall file his written signed grievance with the personnel director of the Hospital within the first 4 calendar days after the day on which he was discharged or disciplined, but not thereafter. The procedure for con-

sideration of such grievance shall then be as provided in Steps 4 and subsequent as set forth in Section 2 of this Article. If an employee is reinstated to employment as a result of such procedure, he shall not solely on account of his reinstatement be entitled to any lost wages; if they are claimed as a part of his grievance, they shall be treated separately in its disposition. No non-seniority employee shall be entitled to file a grievance concerning his discharge or discipline. A seniority employee who has been discharged or given a disciplinary layoff will be given the opportunity, upon his request, to confer with his steward in a place to be designated by the Hospital before he is required to leave the Hospital's premises.

**Section 4. Time Limits and Withdrawal.** No grievance will be considered at any Step unless it is filed and processed within the respective time limits and according to the procedure set forth in this Article; provided, however, that any of such time limits in any Step, including the time limits within which the Hospital's answer to a grievance shall be given, may be extended by the mutual agreement of the parties. If a grievance is not advanced from one Step to the next as specified, including any such extension of time limit, it shall be considered either to have been settled in accordance with the last disposition made by the Hospital, or to have been abandoned with like effect as if it had been settled by the Hospital's last disposition. A grievance may be withdrawn at any Step, except that it may not be withdrawn after it has been heard by an arbitrator without the written consent of all parties. A grievance so withdrawn may not be reinstated or reinstated.

**Section 5. Employee's Pay During Grievance Time.** When any of Steps 1 to 5 inclusive of the within Grievance Procedure occur during the regular working hours of the grieving employee, on the Hospital's premises and without the intervention or presence of any governmental agency or agent, and his presence at that step is reasonably required, such employee will be allowed such time away from his work upon request to his supervisor, as soon as he can be spared therefrom, as determined by his supervisor, as is necessary for the consideration of his matter, without loss of pay at his regular straight-time hourly rate for his regular working hours so lost.



**Section 6. Time Limit on Financial Claims.** No financial claim made by or on behalf of any employee shall be valid for any period of time prior to its presentation at Step 1 of the within Grievance Procedure, except that in the case of a grievance concerning an employee's discharge or disciplinary layoff no financial claim shall be valid for more than 2 days prior to its filing with the personnel director of the Hospital as specified in Section 3 of this Article, and except also that in the case of a pay shortage of which the employee could not have been aware before receiving his pay, any adjustments made shall be retroactive to the beginning of the pay period covered by such pay if the employee files his grievance within 10 working days after receipt of such pay.

**Section 7. No Strike, No Lockout.**

(a) No employee or employees shall, either directly or indirectly, take part in or cause or attempt to cause any strike of any sort whatsoever, either complete or partial, against the Hospital. Furthermore, they shall not engage, either directly or indirectly, in any complete or partial stoppage of work, boycott, demonstration, picketing, or interference of any sort whatsoever with any of the normal operations of the Hospital or in any conduct which causes or results in such interference. Any employee who engages in any of such prohibited conduct shall be subject to discipline or discharge. The Grievance Procedure set forth herein provides the sole remedy for the settlement of employee grievances.

(b) The Union agrees that neither it nor any of its representatives or members shall, either directly or indirectly, authorize, permit, assist, encourage, condone, defend, or in any way participate in or lend support to any of the conduct which is prohibited by Section 7(a); and the Union further agrees that it will use its best efforts to prevent any of such prohibited conduct.

(c) The Hospital agrees that it will not lock out its employees.

**Section 8. Written Reprimand.** The Hospital will give to an employee who is reprimanded hereafter a written copy of his reprimand and will furnish a copy thereof to the president of the Local.

**Section 9. Use of Past Record.** In imposing discipline on a current charge, the Hospital shall not take into account an employee's record of disciplinary action more than two (2) years old; provided the employee has not incurred disciplinary time off of three days or more during the two (2) year period.

**ARTICLE IV — SENIORITY**

**Section 1. Probationary Period.** A new employee shall be a probationary employee for the first 2 calendar months of his employment. If the Hospital wishes to extend that period in the case of an employee whose performance has been partially but not fully satisfactory to it during such 2 month period, it may do so for an additional period of not to exceed 1 calendar month. In that event, the Hospital shall notify the employee in writing accordingly and inform him therein of the reasons for such extension; and the employee's probationary period shall not be considered to have been completed until the expiration of the extended period. The Hospital shall have no responsibility for the reemployment of any person whose employment is terminated for any reason whatsoever before the expiration of his probationary period; and if that person is subsequently rehired he shall start as a new employee and serve a new full probationary period, unless his rehiring occurs within 1 year after his last previous hiring commenced, in which event his last previous service shall be included in the computation of his probationary period.

**Section 2. Acquisition of Seniority.** Except as provided in Section 3 of this Article with respect to any temporary or on-call employee, an employee shall acquire seniority upon his completion of his probationary period and his name shall thereupon be placed upon the seniority list in the job classification in which he is then working and with his seniority date, which shall be the date of 2 calendar months prior to the date upon which he completed his probationary period.

**Section 3. Re Temporary and On-Call Employees.**

(a) An employee who is hired for only a limited period of time to substitute for one or more permanent full-time or permanent part-time employees during their absence because of illness or while on leave

or vacation, and who is so informed at the time he is hired, shall be considered a temporary employee, and he shall not acquire seniority by virtue of such temporary employment regardless of how long it lasts. An employee who is hired for a job which is of limited duration not exceeding 3 calendar months, and who is so informed at the time, he is hired, shall be considered a temporary employee, and he shall not acquire seniority by virtue of such temporary employment. If the employment of a temporary employee is continued beyond the period originally designated, the employee shall be classified as a permanent employee and his employment shall be deemed to have commenced on his date of hire and he shall acquire seniority upon or as of the completion of his probationary period and his name shall be placed upon the seniority list, in the job classification to which he is assigned as a permanent employee and with his seniority date, which shall be the date of 2 calendar months prior to the date upon which he completed his probationary period. The Hospital shall have no responsibility for the reemployment of a temporary employee whose employment is terminated for any reason.

(b) A person who makes his service available to the Hospital at his convenience on the call of the Hospital, without any fixed schedule of employment or obligation to respond to the call, shall be considered an on-call employee and he shall not acquire seniority by virtue of such on-call employment regardless of how long it lasts.

**Section 4. Full-Time, Part-Time Definitions and Seniority Lists.** Separate seniority lists shall be kept for permanent full-time employees and for permanent part-time employees. A permanent full-time employee is one whose regular scheduled work week is 40 hours or more. A permanent part-time employee is one whose regular scheduled work week is less than 40 hours. No employee who is on one of these 2 lists shall have any right to exercise his seniority against any employee who is on the other list.

**Section 5. Seniority System.** Seniority shall be by the separate job classifications within the departments of the Hospital which are listed in Section 1 of Article I of this Agreement. An employee shall be entitled to

exercise his seniority only within his own job classification in his own department, except as otherwise provided in Section 6 of this Article. Seniority shall apply only to layoff and recall of employees except as otherwise specifically provided in this Agreement.

**Section 6. Seniority on Transfers.**

(a) If an employee with seniority in one job classification is transferred to another job classification in the same department or to a job classification in another department, his seniority shall apply only in his former classification until he has worked for 2 months in his new classification, whereupon his full seniority shall apply in his new classification but not at all in his former classification. During that 2 month period, the employee shall be considered to be on trial in his new classification, and if during that period he is laid off therefrom or he elects to return to his former classification or it is determined that his services in his new classification are unsatisfactory, he shall be transferred back to his former classification without loss of seniority.

(b) If a seniority employee is transferred from a permanent part-time status to a permanent full-time status, or vice versa, his seniority shall apply only in his former status until he has worked for 2 months in his new status, whereupon his full seniority shall apply in his new status but not at all in his former status. During that 2 month period, the employee shall be considered to be on trial in his new status, and if during that period he is laid off therefrom or he elects to return to his former status or it is determined that his services in his new status are unsatisfactory, he shall be transferred back to his former status without loss of seniority.

**Section 7. Computation of Seniority.** An employee's seniority in whatever job classification it applies shall be computed and governed by his seniority date as determined under the provisions of this Article.

**Section 8. Seniority Records**

(a) The Hospital shall maintain up-to-date seniority records. The Hospital will notify the president of the Local in writing of any changes in or additions to seniority lists as soon as practicable after they occur.

(b) The Hospital will give to the president of the Local each week a list of new hires (with address, classification, department number and location, if determined), transferees and terminations for the previous week.

**Section 9. Job Assignments and Supervisor Instructions.** An employee shall not by virtue solely of his seniority be entitled to select or to have or to retain any particular job within his classification, or elsewhere, except to the limited extent provided in Section 13(b) of this Article. Job assignments will be made by the supervisors of the employees. An employee shall always follow the reasonable instructions of his supervisor, or otherwise he will be guilty of insubordination.

**Section 10. Procedure on Layoff and Recall.**

(a) In the event of a reduction in force within a job classification, probationary employees therein shall be laid off first, then seniority transferees therein whose period of trial therein has not yet been completed, and then employees within the classification in accordance with their seniority, provided the employees who are retained are capable of doing the available work as scheduled!

(b) In the event of an increase in force within a job classification, employees with seniority therein who are on layoff shall be recalled in accordance with their seniority and in the reverse order of their layoff, provided they are capable of doing the available work as scheduled, before any new employees are hired in that classification and before any other employees are transferred thereto.

**Section 11. Notice of Layoff or Recall.** The Hospital shall give two (2) weeks' written notice to employees who are about to be laid off, and shall give written notice to the President of the Local Union at the same time that it gives such notice to any employee who is laid off. The Hospital shall also give written notice to the President of the Local Union at the same time it gives notice to any employee who is recalled.

**Section 12. Promotions and Transfers.**

(a) A promotion is the advancement of an em-

ployee from one job classification to a higher paid job classification within the same department when an opening occurs, and shall be based upon seniority, and qualifications to perform the work. As between 2 or more employees who are qualified and who seek promotion by submitting their names and qualifications to their department head, with copy to the personnel director, seniority shall be the governing consideration and the qualified applicant with the most seniority in that department shall be given preference. An employee in the department in a job of like rate of pay to the job in which the opening occurs, and who has made application to the department head to transfer to such position shall be eligible to be considered along with, and on the same basis as, those seeking promotion. Thereafter qualified employees in other departments who have applied for transfer shall be given consideration in line with their seniority.

(b) If an employee wishes to be transferred from his own department to another department, he shall submit his name and qualifications to the personnel director, who will give consideration to him when an opening occurs in that department which has not been filled from within that department. The personnel director shall refer the applications of all qualified applicants to the head of the department in which the opening occurs. Such a transfer shall be based upon seniority and qualifications to perform the work. When there are two or more qualified applicants, such department head shall give preferential consideration to the applicant with the most seniority.

(c) When a senior employee is denied a promotion or transfer, the Hospital will give the senior employee a written statement of the reasons therefor. In the event the senior employee disagrees with the reasons for the denial, it shall be a proper subject for the grievance procedure beginning at step three.

(d) The Hospital will post all newly established bargaining unit jobs for a period of seven (7) calendar days to permit employees to apply therefor. The notice will generally describe the position and will specify the hourly rate, working hours and work schedule assigned thereto. At the conclusion of the posting

tial. Any act of discourtesy to a patient by an employee, or any disclosure of confidential information by an employee to a patient or a fellow employee or any unauthorized person which is not made in the course of the employee's duty to the Hospital, shall be regarded as a breach of duty by the employee, and may be treated as cause for his immediate discharge or discipline, subject to the Grievance Procedure hereof in case the employee feels aggrieved thereby.

## **ARTICLE V — LEAVES OF ABSENCE AND SICK TIME POLICY**

### **Section 1. General Rules.**

(a) An employee may be granted a leave of absence by the Hospital for any reason which is acceptable to the Hospital, provided his services can be spared. Except as hereinafter provided, no leave will be for more than 3 months unless it is for a very exceptional reason; but the Hospital may grant one or more extensions of a leave upon the employee's request for reasons which are acceptable to the Hospital. If an employee fails to report for work promptly upon the termination of his leave of absence, he shall be considered as having quit voluntarily. No employee shall be entitled to return to work before the expiration of his leave unless the Hospital consents to his early return. No employee shall be paid for any leave of absence except as provided herein with respect to Bereavement Leave and Sick Time Policy.

(b) Request for a leave shall be made in writing signed by the employee to his immediate supervisor and shall state the reasons for the request. Leave of absence, if granted, shall be in writing and shall require the signed approval of the employee's department head and the personnel director and either the director or associate director of the Hospital; the original signed copy shall be given to the employee, 1 copy to the Unit chairman, and the Hospital shall retain at least 1 copy.

(c) An employee's seniority, as determined by his seniority date, shall not be affected or prejudiced by his absence on leave. Unless otherwise required by law, time absent on leave shall not count toward an employee's automatic progression from one step to

the next in the wage scale, nor toward the time he is considered to be upon trial upon a transfer, nor in the computation of any other benefits of employment which are either wholly or partially based upon time actually worked by an employee.

(d) As a general rule an employee returning from leave of absence will be assigned to the shift and location that he worked prior to going on leave of absence.

**Section 2. Sick Leave.** A seniority employee shall be granted a leave of absence by the Hospital if he becomes ill or injured and unable to work, provided his claim thereof is supported by satisfactory evidence. Such leave shall be for the duration of his inability to work, but not to exceed 1 year, unless such 1 year period is extended by the Hospital upon the employee's request for a very exceptional reason. Upon his return to work from such a leave the employee shall furnish the Hospital with acceptable proof of his fitness for work.

**Section 3. Military Leave.** The Hospital agrees to abide by the provisions of the Federal Universal Military Training and Service Act of 1948, as amended, with respect to reemployment rights of any employees who are covered by the provisions of that Act, and to grant leaves of absences in accordance therewith.

**Section 4. Leaves for Union Work and Meetings.** A seniority employee who is selected for full-time work with the Union or a labor organization with which the Union is affiliated shall be granted a leave of absence for that purpose upon his and the Union's request, upon reasonable notice and as soon as he can be spared by the Hospital. Such leave shall not be for a period of longer than 1 year, but shall be subject to extension for additional like periods upon request. Also, not to exceed 5 employees who can be spared shall be granted leaves without pay to attend Union meetings. Special consideration will be given to elected Union convention delegates, provided adequate advance notice is given.

**Section 5. Pregnancy Leave.** A female seniority employee who is pregnant shall be entitled to a maternity

leave of not more than 9 months. It must commence not later than the end of her sixth month of pregnancy unless the Hospital consents to her working after that period, and must end not later than 6 months after termination of her pregnancy. She must furnish the Hospital with acceptable proof of her physical ability and fitness to return to work at the termination of her leave. A maternity leave is not to be considered as a sick leave. If for reason of ill health she is unable to return within 6 months after termination of her pregnancy and wishes a further leave, it shall be treated as a sick leave in accordance with Section 2 of this Article.

#### **Section 6. Bereavement Leave.**

(a) When death occurs in his immediate family (i.e., his spouse, child, grandfather or grandmother, or his or his spouse's father, mother, brother, sister or grandchild), a permanent full-time employee with seniority shall be excused upon his request for up to the next 3 of his regularly scheduled days of work immediately following the death. Upon his return and if he attended the funeral, the employee shall receive pay for any scheduled hours of work up to 8 per day for which he was excused, at his regular straight-time hourly rate on the last day worked, exclusive of shift, overtime and any other premium payment. Time thus paid shall not be counted in the computation of any other benefits of employment which are either wholly or partially based upon time actually worked by an employee. If due to a very unusual situation such 3 day period is inadequate, even when the employee's regular scheduled days off from work are taken into consideration, he will be excused if he presents reasons which are satisfactory to the Hospital for up to his next 2 scheduled working days thereafter, but without pay; provided, however, that if the employee then has accrued to his credit any unused sick leave benefits, the same may be used by him upon his request, to the extent they are adequate for such purpose, for up to such additional 2 day period, and in such event his sick leave benefit shall be charged accordingly.

(b) If a death occurs among relatives (i.e., aunt uncle, niece, nephew, or any other member of the employee's household) the employee shall be granted

1 day excused absence with pay to attend the funeral, to be charged against the employee's sick leave.

(c) In addition, the president of Local Union or designated representative shall be granted 1 day excused absence, without pay, to attend the funeral of a deceased member of the bargaining unit.

#### **Section 7. Sick Time Policy.**

(a) Each permanent full-time employee who has at least 1 year's seniority shall, after the completion of his first full year of service in permanent full-time status, be entitled to 14 days of paid sick leave during each ensuing year of his full-time employment, his pay to be computed at his current straight-time hourly rate, exclusive of premium of any sort whatsoever. Such ensuing year is hereinafter called the employee's benefit year, and it shall be deemed to start on the anniversary of the commencement of his status as a permanent full-time employee. If a temporary employee is given permanent full-time status before the termination of his temporary employment, and he has at least 1 year's seniority, his benefit year shall be deemed to start on the anniversary of the commencement of his employment on a full-time basis. If an eligible employee is absent on leave, other than sick leave, during his benefit year, his paid sick leave allowable for such year shall be reduced by the proportion that his period of absence on leave bears to 12 months.

(b) Each eligible permanent full-time employee who does not use during his benefit year all of the paid sick leave to which he is entitled during that year, as provided in (a) of this Section, shall be entitled to be paid by the Hospital within 1 month after the termination of his benefit year a bonus in the form of extra compensation in the amount of 4 hours' pay at his current straight-time hourly rate of pay, exclusive of premium of any sort whatsoever, for each full day plus pro-rata for any fractional day of his paid sick leave not used by him. Provided, however, that if an employee elects in writing to the Hospital to accumulate his unused paid sick leave instead of being paid such bonus, he may do so up to a total of

150 days unless suspended by the employee as provided in (c) of this Section. His election shall be effective commencing with the next bonus payment which would otherwise be payable to him and continuing until 150 days have been accumulated to his credit; it shall also be effective in order to reestablish and maintain such credit at 150 days in case changes against it have reduced it to less than 150 days; and it shall not be revocable. When such 150 days stand to his credit, he shall thereupon become entitled to be paid a bonus for his subsequent benefit years as herein provided for any unused days of paid sick leave which are not so required to be credited to his 150 day accumulation.

(c) An employee who elects to accumulate his unused paid sick leave as provided in (b) of this Section may on any anniversary date suspend his election to accumulate any more sick leave and he may subsequently elect to accumulate again. The employee shall not be entitled to be paid any bonus for any of such accumulation unless or until his employment or his status as a permanent full-time employee is thereafter terminated for any reason, in which event he (or his estate in the event his termination of employment is on account of his death) shall be paid 4 hours' pay at his current straight-time hourly rate of pay, exclusive of premium of any sort whatsoever, for each full day plus pro-rata for any fractional day of his accumulation, and his right to paid sick leave thereupon terminate.

(d) An employee whose employment or whose status as a permanent full-time employee is terminated prior to the completion of his benefit year, and who would be eligible to be paid a sick leave bonus for that year were it not for such termination, shall be entitled to be paid a fractional bonus for such terminal benefit year computed as provided herein but on a pro-rata basis, provided he gives the Hospital at least 2 weeks' notice of his intention to terminate unless for some reason acceptable to the Hospital he cannot give that much notice, and further provided such termination is not the result of his discharge for just and proper cause. If the reason for such termination of employment is the employee's death, such payment shall be made to his estate. If he would be ineligible to be paid sick leave bonus for his terminal

benefit year solely because he has elected to accumulate under (b) of this Section, then a fractional paid sick leave for his terminal benefit year shall be computed as provided herein but on a pro-rata basis, and any unused portion thereof shall be added to his accumulation and treated as provided in (b) and (c) of this Section.

(e) The term "sick leave" as used above in this Section refers to the sickness or non-compensable accidental injury of the employee himself to such an extent that he is unable to perform his scheduled work or that it would be unsafe or unwise for him to expose others to his condition. It does not include pregnancy or any condition which is self induced or the result of the employee's own willful misconduct. However, it shall be deemed to refer to and include, for the purpose of this Section only, absence of an employee due to the serious illness of his spouse, child, brother, sister, or his or his spouse's father or mother. If requested by the Hospital, the employee shall furnish acceptable proof that his absence from work is due to one of such included causes.

(f) An eligible permanent full-time employee may take up to one-half of his paid sick leave during the year in which he is accruing same (that is, during the year prior to his benefit year as the latter is above defined) after he has already worked at least 6 months and at least 900 hours in permanent full-time status during that accrual year. If he does so, the days so taken shall be subtracted from the total benefits which accrue to him for that year. This provision shall apply during the first year as well as subsequent years of his employment in such permanent full-time status.

#### ARTICLE VI — HOSPITAL RIGHTS

**Section 1. Right to Manage.** The Hospital retains the sole right and shall have a free hand to manage and operate its hospital, subject only to the condition that it shall not do so in any manner which is inconsistent with this Agreement. Without limiting to any extent the generality of the foregoing, the Hospital shall have the right to make at any time and to enforce any rules and regulations which it considers necessary or advisable for the safe, effective and efficient opera-

tion of the hospital so long as they are not inconsistent herewith, and any employee who violates or fails to comply therewith may be subject to discipline or discharge just the same as if they were set forth in this Agreement, and may have recourse to the Grievance Procedure of this Agreement in the event he feels aggrieved by such discipline or discharge.

**Section 2. Volunteer Organizations and Workers.** The Union recognizes that several volunteer organizations and workers perform services in the Hospital that are a valuable and necessary contribution to the welfare of patients and to the operation of the Hospital, and that in no way interfere or conflict with the duties or privileges of 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 of such volunteer organizations or workers.

#### ARTICLE VII — CHECK OFF

**Section 1. Deduction and Remittance.** The Hospital shall deduct from the pay of each employee who voluntarily authorizes such deduction, in the manner hereinafter prescribed, his initiation fee and current monthly Union membership dues, not including any special assessments or fines or other levies. Such deductions will be made from the first pay receivable by the employee during that month in which he has sufficient net earnings to cover the same, and they will be remitted by the Hospital to the Union not later than the 25th day of that month, along with a record of the names of the employees for whom deductions have been made and the amounts thereof. The Hospital shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reasons, such as error or the like, it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay after the error has been called to its attention by the employee or the Union.

**Section 2. Authorization for Payroll Deduction.** The Hospital shall recognize only such authorizations for

check-off as are signed by employees on forms to be furnished by the Hospital providing as follows:

#### "AUTHORIZATION FOR PAYROLL DEDUCTION"

"Effective immediately, I hereby voluntarily request and authorize Oakwood Hospital Corporation to deduct from the first pay receivable by me in each month hereafter which is sufficient for such purpose my initiation fee (if not previously paid) and current Union membership dues for that month in such amount as is certified to the Hospital by Oakwood Unit of Local 140 of District Council 77 of the American Federation of State, County and Municipal Employees, AFL-CIO, to be the current rate of its initiation fee and regular monthly dues uniformly levied for membership; and to remit the amounts so deducted to said Oakwood Unit of Local 140 at such times and in such manner as may be agreed upon between the Hospital and said Oakwood Unit of Local 140.

"This authorization shall remain in effect for the duration of the Agreement between the Hospital and said Oakwood Unit of Local 140 which is current on the date hereof, and also for the duration of any subsequent agreement between them which contains a similar check-off provision, unless I sign and file in the personnel office of the Hospital a written notice of its revocation on a form to be prescribed by the Hospital. I understand and agree that I may file such a revocation only during the period which commences on the 30th day and ends on the 10th day prior to any anniversary of the date of any such Agreement.

Date of Signing and delivery to Hospital: _____	Clock Card Number: _____
Employee's Signature: _____	Social Security Number: _____
Type or print name here: _____	Classification: _____
Address: _____	Department: _____
	Accepted for Oakwood Hospital Corporation: _____
Telephone Number: _____	By _____
	_____

Title

The original of each such authorization or revocation

shall be kept on file by the Hospital and a copy thereof shall be furnished to both the employee and the Union by the Hospital promptly after it receives same.

#### ARTICLE VIII — VACATIONS

**Section 1. Eligibility and Computation for Permanent Full-Time Employees.** Each permanent full-time employee who has at least 1 year's seniority shall, after the completion of his first and subsequent full years of service in permanent full-time status, be entitled to an annual vacation with pay during the next ensuing year of his employment as hereinafter provided. His vacation pay shall be computed by multiplying the number of hours in his normal work week by his current straight-time hourly rate which is in effect at the time he takes his vacation, exclusive of premium of any sort whatsoever. A full year of service in permanent full-time status means and requires that an employee must actually have worked at least 1800 hours in such status for the Hospital during a year starting at the commencement or the anniversary of the commencement of his status as a permanent full-time employee. For the purpose only of the computation of such 1800 hours, any portion of an employee's paid sick leave which has been used by him during that vacation year and paid holidays and vacation days and days of bereavement leave shall be counted as time actually worked by him. If a temporary employee is given permanent full-time status before the termination of his temporary employment, his year and his permanent full-time service shall be deemed to start at the commencement or the anniversary of the commencement of his employment on a full-time basis.

**Section 2. Full Vacation Benefits.** Vacation benefits, based on a full year of permanent full-time service, shall be as follows:

After years of such service:	Vacation	Vacation Pay
1 to 4 years inclusive	2 calendar weeks	2 weeks' pay
5 to 9 years inclusive	3 calendar weeks	3 weeks' pay
10 and subsequent years	4 calendar weeks	4 weeks' pay

**Section 3. Pro-Rated Vacation Benefits.** In the case of a permanent full-time employee who does not qualify for full vacation benefits under the foregoing Sections of this Article because of his failure to work at least 1800 hours in permanent full-time status during a year, his vacation benefits for that year shall be computed on a pro-rata basis by dividing the number of hours he actually worked in such status during the year by 2000, and applying the resultant percentage to the benefits stated in Section 2. If this results in a fraction of a day of vacation, it shall be increased to the next full day; and if it results in a fraction of an hour's pay, it shall be increased to the next full hour's pay.

**Section 4. When Partial Benefit May Be Taken.** A permanent full-time employee may take 1 week of his above vacation benefits during the year in which he is accruing them after he has already actually worked at least 6 months and at least 900 hours in permanent full-time status during that year. If he does so, those benefits shall be subtracted from the total benefits which accrue to him for that year. This provision shall apply during the first as well as subsequent years of his employment in such status.

**Section 5. When and How Benefits Must Be Taken.** Vacation time is not cumulative. A vacation must be taken not later than the end of the year following the date on which an employee becomes entitled thereto, unless he is on sick leave of absence for a period which is at least as long as his vacation period and which prevents his taking his vacation within such period, otherwise it shall be deemed to be waived. No money payments in lieu of vacation will be made by the Hospital except in a case where an employee is prevented from taking his vacation because of such a sick leave, or unless it is otherwise agreed between the Hospital and the Union.

**Section 6. Effect of Termination of Employee's Permanent Full-Time Status.** If the employment of a permanent full-time employee is terminated, either by a separation from employment or by his transfer to other than a permanent full-time status, he will be paid vacation pay upon termination as follows:



(a) If he has worked at least 6 months but less than 1 year in permanent full-time status, and at least 900 hours, he will be paid vacation pay for his vacation which is accruing but unused, computed on a pro-rata basis as provided in Section 3 of this Article.

(b) If he has worked 1 year or more in permanent full-time status, he will be paid (1) his vacation pay for any accrued but unused vacation for the preceding year as provided in the preceding Sections of this Article; and also (2) vacation pay for his vacation which is accruing but unused during the year of termination, computed on a pro-rata basis as provided in Section 3 of this Article.

(c) Neither the payment provided for in (a) nor that provided in (b) (2) of this Section will be made unless the employee gives the Hospital at least 2 weeks' notice of his intention to terminate unless for some reason acceptable to the Hospital he cannot give that much notice, and further unless such termination is not the result of his discharge for just and proper cause.

**Section 7. (a) Allotment of Vacation Periods.** As far as possible, vacations shall be granted at the time most desired by employees, with preferential consideration being given to the employee with the greatest seniority, but the final right to the allotment of vacation periods is reserved exclusively to the Hospital in order to assure the orderly operation of the Hospital.

**(b) Option If Sickness Occurs During Vacation.** If an employee becomes ill or is injured during his vacation period, and wishes to avail himself of any unused sick benefits as above provided, he may, upon furnishing to the Hospital as soon as possible satisfactory proof of such illness or injury, elect to use such sick benefits instead of his vacation benefits during the period of his illness or injury.

**(c) Time for Vacation Payment.** An employee's full vacation pay will be made available to him prior to the commencement of his vacation period if he makes request therefor at least 1 week prior to the commencement of his vacation period. If no such re-

quest is made, his vacation pay check will be issued on his regular pay day and will be made available to him upon his return from vacation.

**Section 8. Eligibility and Computation for Permanent Part-Time Employees.**

(a) Each permanent part-time employee who has at least 1 year's seniority shall, after the completion of his first and subsequent full years of service in permanent part-time status, be entitled to an annual vacation with pay during the next ensuing year of his employment. His vacation and vacation pay benefits and eligibility requirements shall be pro-rated on the basis of the ratio that the average number of hours in his normal workweek during his accrual year bears to 40, with the exception that eligibility requirements as to seniority and years of service in permanent part-time status shall remain as stated in Article VIII and not be pro-rated. His vacation pay shall be based on his current straight-time hourly rate which is in effect at the time he takes his vacation, exclusive of premium of any sort whatsoever. Section 4 of this Article shall not apply to any permanent part-time employee.

(b) If the employment of an eligible permanent part-time employee as such is terminated, he shall be paid vacation pay upon such termination with the computation of his benefits being on a pro-rata basis, provided (1) that he gives the Hospital at least 2 weeks' notice of his intention to terminate, unless for some reason acceptable to the Hospital he cannot give that much notice; and further provided (2) that such termination is not the result of his discharge for just and proper cause.

**ARTICLE IX — HOLIDAY PAY**

**Section 1. Designation of Holidays and Eligibility Rules.** Each permanent full-time employee with seniority shall be paid for the following days not worked by him (each of which days is treated as a holiday for the purposes of this Article), namely New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, December 24, Christmas Day, his own birthday, provided he meets all of the following eligibility rules, and unless otherwise provided in this Article:

(a) he must have seniority as of the date of the holiday; and

(b) he must have worked in full his last scheduled working day prior to and also his next scheduled working day after such holiday, unless he presents to the head of his department an excuse for his failure to do so which is acceptable to the Hospital and which must be supported by satisfactory proof.

**Section 2. Holidays Occuring During Employee's Vacation or Scheduled Day Off.**

(a) When one of such holidays falls within an eligible employee's approved vacation period and he is absent from work because of such vacation, he shall either be paid for that holiday in addition to his vacation pay, or if he chooses he may have an additional vacation day with pay.

(b) Whenever one of such holidays falls on an eligible employee's scheduled day off, he may elect either to receive said holiday pay or to have an additional day off with pay.

**Section 3. Holidays Occuring During Layoff or Leave of Absence.** An employee who is on layoff or on leave of absence at the time such a holiday occurs will not be paid for that holiday, except as provided in the last sentence of Section 4 immediately following.

**Section 4. Holidays Occuring During Employee's Absence From Scheduled Work.** If an otherwise eligible employee is scheduled to work on such a holiday but fails to work, he will not be paid for that holiday unless he presents to the head of his department an excuse for his absence which is acceptable to the Hospital and which must be supported by satisfactory proof. If an otherwise eligible employee is excused in advance by the head of his department from scheduled work on such a holiday, he shall be paid for that holiday. An employee who is absent on one of such holidays on account of illness for which he would be entitled to be paid sick leave benefits under the provisions of Article V hereof, and who is eligible for holiday pay for that holiday under the provisions of this Article, shall be paid only holiday pay therefor and his paid sick leave benefits shall not be affected or diminished by his receiving such holiday pay.

**Section 5. Computation of Holiday Pay.** Each employee who is eligible under the provisions of this Article to be paid for any such holiday not worked by him shall be paid 8 hours (or 16 hours if the holiday coincides with his birthday) pay therefore, computed at his current straight-time hourly rate which is in effect on that holiday, exclusive of premium of any sort whatsoever.

**Section 6. Rules Re Holidays Worked.**

(a) Every employee who performs work on any of such holidays shall be paid double pay for the hours so worked.

(b) If an employee who performs work on any of such holidays would have been eligible for holiday pay hereunder if he had not worked the holidays, he shall be paid an additional day's pay (not to exceed 8 hours pay or 16 hours if the holiday coincides with his birthday), computed as provided in Section 5 of this Article. If an employee is scheduled to work less than 8 hours on such a holiday and works all of such scheduled hours, he shall be entitled to holiday pay on a pro-rata basis for the difference between 8 hours and the hours actually worked by him, provided he is otherwise eligible therefor.

**Section 7. Miscellaneous Rules Re Holiday Pay.** The foregoing provisions of this Article shall apply only to the day on which the specified holiday actually falls, regardless of whether it is observed on any other day for any purpose by any one or generally. No employee other than an eligible permanent full-time employee shall be entitled to pay for any holiday not worked by him, except as provided in Section 8 of this Article with respect to permanent part-time employees. No holiday which an employee is paid for hereunder even though he did not work shall be considered or treated for any purpose under this Agreement as time actually worked by him, except as otherwise provided in the vacation and sick leave articles.

**Section 8. Holiday Pay for Permanent Part-Time Employees.** Each permanent part-time employee who meets the eligibility rules set forth in (a) and (b) of Section 1 of this Article shall be entitled to holiday pay

benefits hereunder pro-rated on the basis of the ratio that the average number of hours in his normal work week which is in effect at the time of the holiday bears to 40.

#### **ARTICLE X — HOURS, WAGES AND OTHER EMPLOYMENT BENEFITS**

**Section 1. Hours Constituting Regular Schedule.** The regular schedule of an employee's work shall consist of not more than 40 hours per week. The regular schedule of an employee's working day shall consist of not more than 8 hours, consecutive if possible except for an unpaid lunch period.

#### **Section 2. Work Schedules.**

(a) The Hospital shall plan and post work schedules at least 2 weeks in advance of the first working day covered by a schedule. A schedule shall be subject to such changes after it is posted as are required by the circumstances. No provision of this Agreement shall constitute or be construed in any event as a guarantee of employment to any person.

(b) In the planning of work schedules, it will be the Hospital's policy as a general rule to adhere to the following practices:

- (1) to avoid requiring an employee to "double back" during a single work day;
- (2) to avoid long stretches of consecutive work days (8 days or more) without intervening days off;
- (3) to avoid split days off, and to endeavor to make an employee's normal 2 days off per week consecutive;
- (4) to provide and require equitable distribution of work during weekends among all employees;
- (5) to grant an employee his choice of afternoon or night shifts within his own job classification in his own department according to seniority when a vacancy occurs; and
- (6) to require employees who are assigned to a shift on which rotation of shifts is required to take their turns in such rotation.

- (7) to schedule vacations of one (1) week or more to be taken in conjunction with consecutive week-ends.

**Section 3. Deviations From Regular Schedule.** It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, and emergencies. No such deviations shall be considered as violations of the general rules which are stated in Sections 1 and 2 of this Article.

#### **Section 4. Overtime Pay.**

(a) An employee shall be paid at his current straight-time hourly rate, including any applicable shift differential premium, for all full one-fourth (1/4) hours worked by him after his established quitting time and approved by his supervisor. If a supervisor requires an employee to work overtime, it shall be for a minimum of one-fourth (1/4) hours.

(b) If an employee works more than 40 hours in a single work week, with the approval of his supervisor, he shall be paid for such excess hours at time and a half of his current straight-time hourly rate, including any applicable shift differential premium.

#### **Section 5. Tardiness.**

(a) An employee who reports to work from 3 to 6 minutes after his established starting time will not be paid for the first one-tenth (1/10) hour of his scheduled working day. For tardiness of more than 6 minutes, deductions will be made on a one-tenth-hour basis; provided, however, that if an employee is more than 30 minutes tardy, and his supervisor has called in a replacement, his supervisor may send him home for the balance of that working day, in which event he shall not receive any pay for that day. Repeated or excessive tardiness shall constitute just and proper cause for discipline or discharge.

(b) The head of an employee's department may, in his sole discretion for cause shown which is satisfactory

to him, either excuse tardiness or permit the employee to make up for his tardiness by working an equivalent amount of time after his established quitting time.

**Section 6. Paid Rest Periods.** All employees who are scheduled to work an 8 hour day shall be allowed a 15 minute paid rest period during each half, or approximately half, of such working day. If an employee is scheduled to work less than an 8 hour day, he shall be allowed a 15 minute paid rest period during any portion thereof in which he is required to work for 4 or more consecutive hours. If for any reason an employee is scheduled to work 2 consecutive 8-hour shifts in succession, he shall be allowed a 15 minute paid rest period at the end of the first 8 hours thereof.

**Section 7. (a) Day of Accidental Injury.** If an employee suffers an accidental injury which arises out of and in the course of his employment with the Hospital and because thereof he is released by his supervisor or by the Hospital's emergency department from his work for the balance or a portion of the balance of the day on which it occurs, the Hospital shall pay him at his current straight-time hourly rate for his scheduled working time so lost during the day on which the accident occurs. In addition, if the employee is required to wait in the emergency department on the day on which the accident occurs beyond the end of his normal shift, the Hospital shall pay for such time, not to exceed two (2) hours; provided the employee has reported the accident promptly. The working time so lost and paid for shall not be charged against the paid sick leave benefit which is provided in Section 6 of Article V hereof.

**(b) Supplement to Workmen's Compensation.** If an employee suffers an injury which is compensable under the Michigan Workmen's Compensation Act and has standing to his credit any sick leave benefits under the provisions of Section 6 of Article V of this Agreement, he shall upon his request be entitled to receive from the Hospital the difference in amount between the Workmen's compensation received for a specific period and the amount of compensation which he would have received from the Hospital for his employment there during that same period to the extent that such

amount is available out of any sick leave benefits which had accrued to him at that time, and his sick leave benefit shall be charged accordingly. This provision shall apply to the initial waiting period, if any, which applies to his Workmen's compensation benefit, as well as thereafter.

**Section 8. Reporting Time.** An employee who reports for work at his scheduled time or at a time designated by the Hospital, without having been notified that there will be insufficient work for him in his job classification, shall be paid for a minimum of one-half of his then regular scheduled working day, but not exceeding 4 hours, at his current straight-time hourly rate, except in any case where such lack of work is due to causes or conditions which are beyond the control of the Hospital. During the period for which he is so paid he shall do any work which is assigned to him by the Hospital, or otherwise he shall forfeit his call-in pay; and if he is sent home by his supervisor before such period has elapsed he shall have his time card approved by his supervisor before he leaves the Hospital. The provisions of this Section shall not apply when an employee reports back to work after he has been absent from available work from an indefinite leave of absence without at least two (2) working days of advance notice. Saturdays, Sundays, and holidays excluded.

**Section 9. Uniforms.** Employees shall be required to wear uniforms while at work if and as prescribed by the Hospital. Uniforms shall be paid for by the employee, but the Hospital will assist by making them available to the employee at the Hospital's cost and permitting the employee to pay the Hospital for them either in cash or by the payroll deduction method. Employees who do not wish to avail themselves of the uniforms obtained by the Hospital may purchase them elsewhere; provided the uniforms purchased shall conform to the Hospital's specifications as to color and general appearance.

**Section 10. Life Insurance.**

(a) The Hospital will procure and maintain during the term of this Agreement at its own expense as pro-

vided in this Section a group life insurance policy or policies, if available from a reliable insurer or insurers satisfactory to the Hospital, covering the life of each permanent full-time employee who has at least 1 year's seniority and has also completed at least 1 year in permanent full-time status, in the principal amount of \$5,000, payable to the beneficiary named by the insured employee with the right reserved to him to change his beneficiary.

(b) If a covered employee's employment or status as a permanent full-time employee is terminated, this insurance benefit shall be discontinued as to him at the end of the month in which such termination occurs. However, he may continue his coverage at his own expense if he is permitted to do so by the insurer.

(c) The Hospital will not pay the premium on such insurance for any employee for the policy month following any policy month in which that employee does not actually work at all for the Hospital prior to the premium remittance date, except that if he is absent on sick leave or on Workmen's compensation the Hospital will continue to make such payments for the first full 6 months of such leave, plus (if this condition is acceptable to the insurer) such additional number of months, if any, as results from dividing the employee's number of accumulated days of sick leave by 22, computed to the next full month. If the employee wishes his coverage to be continued thereafter he shall pay his monthly premium to the Hospital prior to such remittance date so that the Hospital may remit same to the insurer. Any employee absent on any other kind of leave for which the Hospital does not continue to pay his insurance premium may continue his own coverage at his own cost if he is permitted to do so by the insurer.

(d) All dividends, rebates, credits, refunds and reimbursements of any sort paid by any insurer shall be paid by such insurer to and shall belong to the Hospital.

(e) The Hospital will provide such insurance as soon after the effective date of this Agreement as it can procure same.

(f) During the term of this agreement, the Hospital will provide \$1,000 life insurance for all employees who retire on or after the date hereof under the normal retirement provisions of the Hospital's retirement plan.

**Section 11. Shift Premium.** All employees covered hereby shall be paid a premium of 25 cents per hour for all work performed by them on the afternoon and midnight shifts. If either of such shifts commences before the regular quitting time of the regular day shift, this premium shall apply only to those hours which occur after the regular quitting time of the regular day shift.

**Section 12. (a) Wage Rate Schedule.** During the effective term of this Agreement the straight-time hourly rates for the job classifications which are covered hereby shall be as shown in Schedule A attached hereto and made a part hereof.

**(b) Wage Rate During Temporary Assignment.** If an employee is temporarily assigned to a higher rated classification than his own for a continuous period of 1 hour or more he shall be paid the higher rate to the next half hour that he works on that assignment. If an employee is temporarily assigned to a higher rated classification than his own for less than a continuous period of 1 hour, but for intermittent periods which aggregate more than 1 hour in a single work day, he shall be paid at the higher rate for the aggregate of such intermittent periods, to the next half hour that he performs that assignment.

**Section 13. Blue Cross - Blue Shield.**

(a) The Hospital will assume and pay for all of its permanent full-time employees with seniority, who subscribe thereto under Group No. 63429 of the Michigan Hospital Service, the entire cost to the employee-subscriber of Blue Cross and Blue Shield hospital and medical expense coverage on a group basis as set forth in the present plan in effect at the Hospital on the date borne by this Agreement and identified as Blue Cross Comprehensive Hospital Care Certificate with Rider OPC, IMB, D-45NM and CC, and Blue Shield Preferred Group Benefit Certificate MVF-2. As soon as arrangement can be made for it, the Hospital will add the Michigan Blue Shield \$2.00 de-

ductible prescription drug program and Michigan Blue Cross and Blue Shield Master Medical Supplemental Benefit Certificate (option 1) to their coverage.

(b) The Hospital's obligation hereunder shall exist, with respect to any employee, only while he is in the active service of the Hospital and only with respect to a month in which the employee has earnings from the Hospital for work actually performed during that month, plus such additional number of months, if any, as results from dividing the employee's number of accumulated days of sick leave by 22, computed to the next full month. If an employee wishes to continue his coverage during any period with respect to which the Hospital's obligation does not exist or apply, the employee shall have sole responsibility for making all arrangements necessary for the continuance of such coverage at his own expense.

(c) The Hospital by payment of the cost of such coverage as herein specified, shall be relieved of any further obligation or liability with respect to the benefits of such coverage.

(d) The provisions of this Section 13 shall no longer be applicable if the Hospital's employees become eligible for hospital or medical expense benefits under any Federal or Michigan law providing such benefits for them or for the public at large. No coverage is provided under this Section 13 for any employee following the termination of his employment with the Hospital.

(e) If an employee wishes any available coverage over and above that which the Hospital undertakes in this Section 13 to provide, he may make such arrangements with Blue Cross - Blue Shield and the Hospital for same as are necessary and he, himself, shall bear and pay the full additional cost of such extra coverage.

(f) An employee shall not be considered to be eligible for the coverage to be provided by the Hospital hereunder if he is or can be covered under insurance provided by another employer to another member of the employee's family, at no cost to such member of the family.

(g) The Hospital will pay the premium to provide, for each employee who retires on or after the date of this agreement under the normal retirement provisions of the Hospital's retirement plan, the Blue Cross-Blue Shield '65 supplement to Medicare (Option 4 Exact Fill).

#### **Section 14. Retirement Plan.**

(a) The Hospital agrees to continue to include within the coverage of its Retirement Plan for Employees, as constituted on the effective date of the within Agreement and changed only in the respects which are set forth in the following subparagraphs of this Section, all of its permanent full-time employees in the within bargaining unit who are eligible for such coverage under the terms of said Retirement Plan, which became effective on January 1, 1962. The changes in such Retirement Plan which are alluded to in the preceding sentence, and which are subject to such governmental approval, if any, as is required or available or appropriate for any purpose under any applicable law or regulation, are as follows:

(1) elimination of the provisions thereof that an employee shall not be credited with any service performed after he attains age 65, and that an employee's best 30 years shall not extend past age 65, and that his benefit shall not be increased by his working after age 65; and

(2) increase in the percentage of Annual Compensation used in determining an employee's benefit for future service rendered on and after January 1, 1971, from the present 1/2% to 1% on Annual Compensation up to \$4,800, and from the present 1 1/2% to 2% Annual Compensation in excess of \$4,800.

(b) The Hospital agrees to keep such Plan in effect for the duration of this Agreement and to make such contributions to the Retirement Fund as are required to maintain same on a sound actuarial basis during said period in accordance with the plan and procedure for such funding heretofore adopted and now in effect.

**Section 15.** The Hospital agrees to establish, with

Cooperative Services, Inc., an optical program, at a cost to the Hospital of not to exceed \$15 per year for each permanent full time employee with seniority, the terms of which shall be set forth in an agreement between the Hospital and Cooperative Services, Inc.

**Section 16.** The Hospital agrees to allow permanent full time employees to enroll in the Hospital's "tax-sheltered" annuity plan upon the same terms as other employees.

#### **ARTICLE XI — GENERAL PROVISIONS**

**Section 1. Agreement Binding.** Any agreement reached between the Hospital and the Union is binding on all employees affected and cannot be changed by any individual.

**Section 2. Name and Address Changes.** Employees shall notify the Hospital of any change of name or address promptly and in any event within 5 days after such change has been made. The Hospital shall be entitled to rely upon an employee's last name and address shown on its records for all purposes involving his employment and this Agreement.

**Section 3. Employee Physical Examinations.** Every employee must and hereby agrees to have such physical examinations as are required from time to time and as are provided by the Hospital without charge to him to establish or reestablish his physical fitness to perform his work.

**Section 4. (a) Union Bulletin Boards.** The Hospital will provide 2 bulletin boards in the Hospital for the exclusive use of the Union. Notices of Union meetings, Union recreational and social affairs, and Union elections and appointments may be posted on these boards without prior approval by the Hospital, but no other notices shall be posted thereon without the prior approval of the Hospital's personnel director.

**(b) No Distribution of Pamphlets.** Except as permitted in (a) of this Section, there shall be no distribution or posting by employees or by the Union or members or representatives of any Union of pamphlets,

advertising or political matter, notices, or any kind of literature upon the Hospital's premises.

**Section 5. Impartial Application of Agreement.** It is the policy of the Hospital, the Union and of all employees covered hereby that the provisions of this Agreement shall be applied to all employees without regard to race, creed, color, age, sex or national origin.

**Section 6. Waiver of Bargaining During Agreement's Term.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

**Section 7. Entire Agreement.** The entire Agreement between the parties is set forth in this written instrument, which includes Schedule A attached hereto, and it expresses all of the terms and conditions of employment which shall be applicable during the term hereof to the employees covered hereby.

#### **ARTICLE XII — DURATION**

**Section 1. Effective Date and Duration.** This Agreement shall become effective on the date first above written, and shall continue in effect until November 8, 1975. If either party should desire to renew, or to modify and renew, this Agreement for any effective period beyond November 8, 1975 or to make a new agreement to succeed this one after that date, such party shall give written notice of such desire to the

other party 60 days prior to that date; but no such notice shall by itself or without the agreement of the other party have the effect of extending this Agreement beyond its termination date of November 8, 1975.

**Section 2.** Notwithstanding the provisions of Article XI, Section 6 and Article XII, Section 1, above, either party may reopen this agreement to discuss modification of wage rates and fringe benefits and working conditions only (as distinguished from basic contract language), by written notice given 60 days prior to November 8, 1973, or such earlier date on which the present governmental economic controls are amended to permit such modification. If the parties shall fail to reach agreement within 60 days following the giving of such notice, either party may thereafter terminate this agreement upon 72 hours written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers and agents signed and executed this Agreement as of the day and year first above written at Dearborn, Michigan.

OAKWOOD UNIT OF LOCAL 140, District Council 77 of the American Federation of State, County and Municipal Employees, AFL-CIO.

By Frances Stafford, Unit Chairman  
 By Committeemen:  
 Esther V. Fehrman  
 Mary Helen Laginess  
 Clarence Manson  
 By Lloyd J. Simpson, Executive Director  
 By Thomas Evers, Staff Representative

OAKWOOD HOSPITAL CORPORATION  
 By Curtis W. Poole Jr., Its Secretary  
 By Neil McGinniss, Director of Oakwood Hospital  
 By Robert F. Lane, Personnel Director of Oakwood Hospital

**SCHEDULE A**

**WAGE RATES FOR JOB CLASSIFICATIONS**

**I. FOR PERMANENT FULL-TIME EMPLOYEES**

**Section 1.** Effective commencing on November 9, 1972, straight-time hourly rates of pay for permanent full-time employees shall be as follows:

**BLDG. MAINTENANCE**

Position	6 12 18 24 36 48						
	Beginning	Mos.	Mos.	Mos.	Mos.	Mos.	Mos.
Operating Engineer	\$4.88	\$4.96	\$5.04	\$5.12	\$5.20	\$5.30	\$5.40
Relief Operating Engineer	4.68	4.76	4.84	4.92	5.00	5.10	5.20
Boiler Engineer	4.49	4.57	4.65	4.73	4.81	4.91	5.01
Carpenter, Electrician, Plumber, Painter	4.43	4.51	4.59	4.67	4.75	4.85	4.95
Utility Man	3.88	3.96	4.04	4.12	4.20	4.30	4.40
Gardener	3.30	3.38	3.46	3.54	3.62	3.72	3.82
Laborer							
Truck Driver	3.18	3.26	3.34	3.42	3.50	3.60	3.70

**DIETARY**

Position	6 12 18 24 36 48						
	Beginning	Mos.	Mos.	Mos.	Mos.	Mos.	Mos.
Sr. Assistant Chef	\$4.49	\$4.57	\$4.65	\$4.73	\$4.81	\$4.91	\$5.01
Assistant Chef	4.38	4.46	4.54	4.62	4.70	4.80	4.90
Baker's Helper	3.68	3.76	3.84	3.92	4.00	4.10	4.20
Cook	3.48	3.56	3.64	3.72	3.80	3.90	4.00
Dietary Clerk	3.17	3.25	3.33	3.41	3.49	3.59	3.69
Cook's Helper	3.02	3.10	3.18	3.26	3.34	3.44	3.54
Dishwashing Group							
Leader	2.97	3.05	3.13	3.21	3.29	3.39	3.49
Porter, Pot Washer	2.89	2.97	3.05	3.13	3.21	3.31	3.41
Coffee Shop Aide, Coffee Shop Dishwasher	2.83	2.91	2.99	3.07	3.15	3.25	3.35
Aides: Salad, Vegetable, Tray, Cafeteria, Conveyor, Special Diet, Production, Dishwashing	2.77	2.85	2.93	3.01	3.09	3.19	3.29

**HOUSEKEEPING**

Position	6 12 18 24 36 48						
	Beginning	Mos.	Mos.	Mos.	Mos.	Mos.	Mos.
Wall Washer	\$3.06	\$3.14	\$3.22	\$3.30	\$3.38	\$3.48	\$3.58
Porter	2.89	2.97	3.05	3.13	3.21	3.31	3.41
Elevator Operator, Housekeeper	2.77	2.85	2.93	3.01	3.09	3.19	3.29



**SCHEDULE A (continued)**

**LABORATORY**

Position	6 12 18 24 36 48						
	Beginning	Mos.	Mos.	Mos.	Mos.	Mos.	Mos.
Diener	\$3.02	\$3.10	\$3.18	\$3.26	\$3.34	\$3.44	\$3.54
Dishwasher	2.77	2.85	2.93	3.01	3.09	3.19	3.29

**LAUNDRY**

Position	6 12 18 24 36 48						
	Beginning	Mos.	Mos.	Mos.	Mos.	Mos.	Mos.
Washman	\$3.30	\$3.38	\$3.46	\$3.54	\$3.62	\$3.72	\$3.82
Assistant Washman	2.95	3.03	3.11	3.19	3.27	3.37	3.47
Seamstress, Porter-Sorter	2.89	2.97	3.05	3.13	3.21	3.31	3.41
Crew Leader	2.85	2.93	3.01	3.09	3.17	3.27	3.37
Press Operator, Utility Worker	2.82	2.90	2.98	3.06	3.14	3.24	3.34
Laundry Helper	2.77	2.85	2.93	3.01	3.09	3.19	3.29

**CENTRAL SUPPLY**

Position	6 12 18 24 36 48						
	Beginning	Mos.	Mos.	Mos.	Mos.	Mos.	Mos.
C.S.R. Clerk	\$3.17	\$3.25	\$3.33	\$3.41	\$3.49	\$3.59	\$3.69
C.S.R. Attendant	3.02	3.10	3.18	3.26	3.34	3.44	3.54
C.S.R. Crew Leader	2.97	3.05	3.13	3.21	3.29	3.39	3.49
C.S.R. Aide	2.87	2.95	3.03	3.11	3.19	3.29	3.39

**NURSING**

Position	6 12 18 24 36 48						
	Beginning	Mos.	Mos.	Mos.	Mos.	Mos.	Mos.
Psychiatric Attendant	\$3.21	\$3.29	\$3.37	\$3.45	\$3.53	\$3.63	\$3.73
Ward Secretary	3.17	3.25	3.33	3.41	3.49	3.59	3.69
Orthopedic Attendant, Operating Room Attendant, Emergency	3.02	3.10	3.18	3.26	3.34	3.44	3.54
Dept. Attendant	2.97	3.05	3.13	3.21	3.29	3.39	3.49
Psychiatric Aide	2.87	2.95	3.03	3.11	3.19	3.29	3.39
Nurse Aide							

**PURCHASING**

Position	6 12 18 24 36 48						
	Beginning	Mos.	Mos.	Mos.	Mos.	Mos.	Mos.
Storekeeper	\$4.24	\$4.32	\$4.40	\$4.48	\$4.56	\$4.66	\$4.76
Asst. Storekeeper, Nursing Supply Clerk	3.77	3.85	3.93	4.01	4.09	4.19	4.29
Stock Room Attendant	3.28	3.36	3.44	3.52	3.60	3.70	3.80

**II. FOR PERMANENT PART-TIME EMPLOYEES**

**Section 1.** The hiring rates for permanent part-time employees shall be the same as those for permanent full-time employees which are specified in part I of this Schedule.

**Section 2.** Permanent part-time employees shall be entitled to increases based upon their length of service as measured by the number of hours actually worked. For this purpose, 1000 hours actually worked shall be considered to be the equivalent of 6 months of service. After a permanent part-time employee has actually worked 1000 hours, he shall be paid at the 6 months rate specified in part I of this Schedule; after 2000 hours, at the 12 months rate; after 3000 hours, at the 18 months rate; after 4000 hours, at the 24 months rate; after 6000 hours, at the 36 months rate; and after 8000 hours, at the 48 months rate.

**Section 3.** (a) If the status of an employee is changed from that of permanent full-time to permanent part-time in the same job classification after he has worked 6 months or longer in permanent full-time status, he will start in permanent part-time status at no less than his current rate. His rate progression thereafter will be based upon his hours actually worked in permanent part-time status, and each 1000 hours so worked will entitle him to advance to the next succeeding 6 months wage rate, and each 2000 hours so worked after he has attained his 24 months of service wage rate will entitle him to advance to the next succeeding 12 months service wage rate.

(b) If the status of an employee is changed from that of permanent part-time to permanent full-time in the same job classification, he will be credited with all of his hours worked in permanent part-time status by converting them into their 6 months equivalent, and he will start in permanent full-time status at the resulting applicable rate. His rate progression thereafter will be determined in the same manner as that of any other permanent full-time employee.

**III. FOR TEMPORARY EMPLOYEES**

**Section 1.** All temporary employees shall be paid at the hiring rate for the duration of their temporary employment.

**Section 2.** If the status of an employee is changed from that of temporary to that of permanent in the same job classification before the termination of his temporary employment, his employment shall be deemed to have commenced on his date of hire and he will be credited with all of his time worked, in accordance with the applicable preceding parts of this Schedule, and he will start in permanent status at the resulting applicable rate. His rate progression thereafter will be determined in the same manner as that of any other permanent employee in like status.

#### **IV. FOR CERTAIN REHIRES**

**Section 1.** If the employment of a permanent employee is terminated after he has worked at least 12 consecutive months in permanent status, and he is then rehired by the Hospital within 6 months after such termination to the same job classification and same status as he left, he shall be paid upon his rehire the then current rate applicable to such job classification and status. If upon such rehire his status is changed from permanent full-time to permanent part-time, or vice versa, he shall be credited with time worked during such prior employment and his rate shall be determined in the manner provided in Section 3 of part II of this Schedule.

**Section 2.** In all respects except as provided in Section 1 of this part IV, if applicable, with respect to his wage rate, an employee rehired after termination of his prior employment shall be considered and treated as a new hire.

#### **V. PROMOTIONS**

**Section 1.** When an employee is promoted, he will be paid the rate for his new job classification which is at least 5¢ higher than his existing hourly rate, and thereafter his rate progression shall be as provided in the applicable part of this Schedule.

#### **MEMORANDUM OF UNDERSTANDING ON MISCELLANEOUS MATTERS**

(1) Within ten (10) days after the ratification of this agreement, the Hospital will establish a system for periodic delivery of supplies to a central location on each floor, to maintain a specified inventory, with housekeepers only being required to go for supplies to replace when inventory is exhausted. This system will be installed on an experimental basis for a period of ninety (90) days, after which the parties will review the system and discuss whether to continue, modify, or abandon it.

(2) Whenever it becomes necessary to assign housekeepers to clean residences owned by the Hospital, we will attempt to use on-call employees for this work. If there are not enough on-call housekeepers available who are physically capable of performing the work, then the least senior housekeepers will be assigned.

(3) The Hospital will provide for withholding of City income taxes, if a satisfactory computer program can be written to cover this. In addition, if the program can accommodate a statement of accumulated sick leave and vacation credits, the form of check will be modified accordingly.

(4) The Hospital and the Union will meet to discuss a proposal for a career upgrading program.

(5) The economic provisions of the agreement dated November 9, 1972, are subject to the federal Economic Stabilization Act of 1970. In the event the Hospital is denied any approval necessary to implement this agreement, the parties will meet to negotiate any necessary revision thereto.

(6) All economic improvements provided in said agreement shall be retroactive to November 9, 1972, except for new or improved insurance and optical program benefits, which shall be made effective at the earliest possible date(s) following ratification hereof.