

8/1/70 - 6/30/73

# *Agreement*

BETWEEN

HURLEY HOSPITAL

AND

Local 825, A. F. S. C. M. E.

AFL — CIO

LABOR AND  INDUSTRIAL  
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August 1, 1970 Through June 30, 1973

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*Flint, Hurley Hospital*

# **AGREEMENT**

**Between**

**HURLEY HOSPITAL, A DEPARTMENT OF  
THE CITY OF FLINT, MICHIGAN**

**and**

**LOCAL 825, CHAPTER A, COUNCIL 29,  
AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES,  
AFL-CIO**

This agreement is entered into by Hurley Hospital, hereinafter referred to as the Employer, and Local 825, Chapter A, Council 29, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the union.

The parties agree as follows:

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## **PURPOSE AND INTENT**

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees and the Union.

The parties recognize that the interest of the patient and the job security of the employees depend upon the Employer's success in establishing a proper service to the patient.

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

## **SECTION 1 — RECOGNITION**

A—Pursuant to and in accordance with all applicable provisions of Act 336, of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer, working in the classification series of Licensed Practical Nurse.

B—The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement, except discharged and disciplined employees for reasons other than Union activity.

## **SECTION 2 PLEDGE AGAINST DISCRIMINATION AND COERCION**

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

All references to employees in this agreement designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any employer representative against an employee because of union membership or because of any employee activity in an official capacity on behalf of the Union.

## SECTION 3 — MANAGEMENT RIGHTS

A—The Hospital retains the sole right to manage its business; to maintain order and efficiency in all of its operations; to hire, lay-off, assign and direct, transfer and promote employees and to determine starting and quitting times, and the number of hours to be worked; and all other rights and prerogatives including those normally exercised in the past, subject only to such regulations and restrictions governing the exercise of these rights as they are expressly provided in this agreement.

B—The Hospital retains the sole right to discipline and discharge employees for cause, provided that in the exercise of this right, it will not act in violation of this agreement. Complaints that the Hospital has violated this paragraph may be taken up through the grievance procedure.

C—The right of the Hospital to make such reasonable rules and regulations, not in conflict with this agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operations, and after fourteen (14) days advance notice to the Union and the employees, to require compliance therewith by employees is recognized.

D—The above rights and responsibilities must be exercised consistent with all terms of this contract and all working conditions, practices and policies existing at the time of execution of this contract or during the term of this contract. This shall not constitute a waiver by the Union of its rights to grieve on any of the above actions if in a particular case such is improperly undertaken or adversely affects the rights of any employees.

E—The Union may request a special joint conference meeting during the fourteen (14) day period mentioned above. If agreement is not reached during the special conference, the Union may submit a third step grievance before the end of that special conference in order to expedite arbitration as to the reasonableness of the Hospital rule(s) or regulation(s).

## SECTION 4 — UNION SECURITY

A—Employees covered by this agreement at the time it becomes effective and who were members of the Union on July 1, 1967, 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 were not members of the Union as of July 1, 1967, but who subsequently became members of the Union shall be required as a condition of employment to continue membership in the Union for the duration of this agreement.

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 thirtieth (30th) day following the beginning of their employment in the unit.

D—Any employee who shall tender an 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 conditions of this section.

E—Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

F—The Employer will not aid, promote or finance any labor groups or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

## **SECTION 5**

### **UNION DUES AND INITIATION FEES**

A—Payment by check-off. Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Payroll Deduction Form.

B—When deductions begin. Check-off deductions under all properly executed Authorization for Payroll Deduction Forms shall become effective at the time the authorization is signed by the employee and shall be deducted from the second pay of the month and each month thereafter.

C—Remittance of dues to financial officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted during the following week.

D—Termination of check-off. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

E—Disputes concerning membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

## **SECTION 6 — SENIORITY**

A—The Employer will supply the Union with a roster of all employees within the bargaining unit showing name, address, work status and date of hire as soon as possible after the effective date of this agreement. Bi-weekly thereafter the Employer will supply the Union with the same information for all new hires and/or separations.

B—Seniority is hereby defined as length of continuous employment in Nursing Service as a Licensed Practical Nurse on a full time basis. Provided, however, that authorized leaves of absence shall not be considered a break in continuous service; however, seniority credit shall not accrue during leaves of absence without pay except for leaves granted for military service, educational programs, and full time union representation.

C—New positions or vacancies within the Nursing Department shall be filled in accordance with seniority from date of hire.

D—Licensed Practical Nurses who make written application to the Nursing Department stating their desires shall be given preference for openings within the Nursing Department on the basis of longest seniority. Employees who have made written application as provided for above shall be given preference for the openings within the Nursing Department over new hires. However, no Licensed Practical Nurse shall be entitled to exercise this provision more than once in any one calendar year.

E—Any secondary job openings resulting from filling jobs pursuant to this provision shall be filled through transfer with regard to seniority among eligible employees as above. Following the exhaustion of the seniority list, established by written request of the Licensed Practical Nurses, vacancies may be filled by new hires or lowest seniority Licensed Practical Nurses.

F—Notice of permanent vacancies in the Clinic, the Recovery Room, treatment rooms or other unique positions shall be posted for a period of not less than five (5) calendar days before such vacancies are permanently filled; however, the Nursing Department may fill such vacancies on a temporary basis for no longer than two scheduled periods.

G—Seniority of part time Licensed Practical Nurses shall accrue on the basis of actual hours worked from the most recent date of hire. However, to the fullest extent possible, and dependent upon the availability of appropriate staff, full time vacancies should be filled with full time Licensed Practical Nurses.

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

## **SECTION 7**

### **VISITS BY UNION REPRESENTATIVES**

The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees whether district council representatives, or international representatives, shall have reasonable access to the premises of the Employer to conduct business relating to administration of this agreement. Such representatives shall give advance notice of their desired meeting to the Personnel Director or Administration who will arrange a time and place for the meeting without undue delay.

## **SECTION 8 — UNION BUSINESS**

A—Employees who are elected or appointed as full time paid Union representatives serving the Union shall be granted a leave of absence for such purpose, which shall be approved on an annual basis with application for continuance of said leave to be made by written notice to the Employer thirty (30) days prior to the end of the leave period and with written notice of the termination of said leave to be made to the Employer thirty (30) days in advance of the date of termination.

B—Any officers of the Union or any delegates certified by the president or chapter chairman of the Union to any union activity necessitating a leave of absence shall be granted such leave without pay for a minimum of two (2) hours. Written notice for such leaves, giving the length of the leave, shall be given to the Personnel Director of the hospital as far in advance as possible, but in no event later than the day prior to the day such leave is to become effective, except when an emergency or unforeseen circumstance arises.

C—A maximum of three (3) representatives shall be granted leave with pay to meet with other A.F.S.C.M.E. Bargaining Units within the Hospital to formulate requests to be submitted in compensation negotiations. Such meetings shall be limited to one each in the months of January and February in years when such compensation negotiations are to be held. Further, such meetings shall be held on the Hospital premises and shall be limited to four (4) hours each. The names of the representatives shall be submitted to the Personnel Director at last 24 hours in advance by the President or Chapter Chairman of the Local Union.

Economic requests shall be submitted to the City Manager, with a copy to the Hospital Director, not later than March 1st.

D—Two delegates selected by the Union and employed by the Hospital shall be granted leave without loss of pay to attend official A.F.S.C.M.E. meetings, other than conventions; provided that such meetings will be limited to three (3) per calendar year. Paid leave granted to such delegates shall not exceed forty (40) hours per delegate per meeting. The names of such delegates, together with the time, date, place, and purpose of such meeting, shall be submitted to the Personnel Director by the President or Chapter Chairman of the Local Union at least ten (10) days prior to the date of such meeting.



## **SECTION 9 — UNION BULLETIN BOARDS**

The Employer agrees to furnish and maintain suitable bulletin boards in mutually agreeable places to be used by the Union.

All such notices shall be delivered by the Union to the Personnel Office of the Hospital. The Personnel Office will stamp the notices approving them for posting and will post the notices on the bulletin boards. The Employer will not attempt in any way to censor or edit notices presented by the Union.

## **SECTION 10 — UNION ACTIVITIES ON THE EMPLOYER'S TIME AND PREMISES**

A—The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Grievance Committee members shall be allowed to:

(1) Distribute Union literature, provided that such literature is expressly authorized by the Chairman of the Chapter or the Chairman of the Grievance Committee.

(2) Transmit communications authorized by the Chairman of the Chapter or the Chairman of the Grievance Committee to the Employer or his representative.

(3) Consult with the employer or his representative concerning the enforcement of any provisions of this agreement.

(4) Consult with the Chairman of the Grievance Committee on specific cases.

B—Negotiation Meetings between the Union and Management may be attended by a maximum of three (3) authorized Union members, without loss of pay.

## **SECTION 11 — CONFERENCES**

Regular meetings for the discussion of important matters will be held once in a calendar month at a mutually agreed upon date. Such meetings will be attended by at least two (2), but not more than four (4) representatives of the Union employed by the Hospital. At least 24 hours notice of the agenda will be given by each party and the discussion in these meetings will be limited to those items included in the agenda, except by mutual agreement. These meetings will be held between the hours of 9:00 a.m. and 4:00 p.m. Union representatives will not lose time or pay for the time spent in such meetings. These meetings may be attended by a representative of the Council and/or a representative of the International Union. Special conferences for important matters that may arise between such regular meetings may be arranged between the bargaining chairman or his designated representative, and the Director of the Hospital, or his designated representative. The same rules shall apply in special conferences as outlined above for regular meetings. The Hospital agrees that the above union representatives shall be allowed to meet one-half (1/2) hour preceding the start of the regular or special conference.

## **SECTION 12 — UNION REPRESENTATION**

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation, and will be a principal factor in determining the number of committeemen that are functioning under the agreement.

## SECTION 13 — GRIEVANCE COMMITTEE

A—In order to maintain responsible and stable functioning of relationships between employees, the Union, and the Hospital Administration, it is agreed that employees will be represented exclusively by a Grievance Committee composed of eight (8) committeemen and one (1) chairman, each of whom shall be an employee of the Hospital with seniority. The Grievance Committee Chairman shall not function as a committeeman, except as specifically provided.

B—A list of names of the Grievance Committee members and its chairman, as well as any change in such list, shall be given in writing to the Personnel Director at least two (2) days prior to the effective date of assuming duties of office.

C—Committeemen shall have the right, without loss of pay, to investigate employee complaints and to initiate written grievances pertaining thereto, provided, however, that such committeemen comply with the terms and conditions hereinafter set forth.

(1) Each committeeman shall have a definitely designated zone of responsibility.

(2) No committeeman shall be permitted to handle a grievance in a zone other than his own unless the designated committeeman for that zone is absent from work for the shift.

(3) Committeemen shall work at their regular work assignments for the first hour of their respective shift, except in the case of a suspension or discharge arising in the committeeman's designated zone.

(4) Committeemen shall handle grievances only on their respective shifts and only on days they are scheduled to work. However, when a committeeman is unable to process a grievance from his zone in the second step of the procedure, the grievance may be processed at this step by the chairman of the Griev-

ance Committee or a committeeman assigned by the chairman. The name of the committeeman will be submitted in advance to the Personnel Department.

(5) A committeeman functioning in the first step of the procedure shall leave his job or work area only upon receipt of notification from the Personnel Department, or his immediate supervisor during the hours that Personnel is not open, at which time a case number will be assigned. If the grievance is reduced to writing, the case number shall be entered in the upper left hand corner of the grievance form. Upon returning to his job or work area, the committeeman shall notify the Personnel Department, or the Nursing Office during the hours that Personnel is not open.

(6) A committeeman functioning at the second step of the procedure shall obtain proper release from the Personnel Office, or the Nursing Office during hours that Personnel is not open, identifying the grievance by case number and indicating whether the purpose of the release is to investigate or present the grievance or to meet with the department head involved to discuss the grievance. Upon returning to his job or work area, the committeeman shall notify the Personnel Department, or the Nursing Office during the hours that Personnel is not open. The Hospital agrees that the committeeman will be released promptly.

D—The Chairman of the Grievance Committee shall function as the representative of the Union in handling grievances at the third step of the grievance procedure or beyond. He shall be allowed as much time during his regular working hours as is necessary to further investigate such grievances and to meet with the Hospital Administration to discuss such grievances.

E—Nothing in the foregoing paragraphs shall be interpreted to mean that a committeeman or the Chairman of the Grievance Committee may spend any time

away from his job during his regular scheduled working hours for any purpose other than the investigation or adjustment of grievances within his authorized sphere of activity.

F—The Chairman of the Grievance Committee, by virtue of his office and the necessity of his functioning properly to both the Local Union and the Hospital Administration, shall be scheduled on a five (5) day Monday through Friday basis, in an effort to better serve all concerned.

## SECTION 14

### GRIEVANCE PROCEDURE

A—Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

#### STEP ONE (1)

(a) If an employee feels he has a grievance, he may first discuss the matter orally with his immediate supervisor or he may request that his supervisor call a committeeman. The immediate supervisor will arrange for the appropriate committeeman to come to the work area in not to exceed one (1) hour, except in extreme emergencies, and shall allow the employee and the committeeman to discuss the grievance privately. If further action is necessary, then the committeeman shall discuss the grievance with the immediate supervisor.

(b) If the grievance is not thereby disposed of, it shall be submitted within a twenty-hour (24) hour period, in written form, by the committeeman to the immediate supervisor. The immediate supervisor shall place his written position on the grievance form within two (2) working days and return it to the committeeman.

## STEP TWO (2)

If the immediate supervisor's answer is unsatisfactory, the committeeman may submit the grievance in writing to the Director of Nursing Service within three (3) working days following the date the answer was given at the first step.

A meeting of the committeeman and the Director of Nursing and/or her designated representative will be held within seven (7) calendar days from the date the grievance is received by the Director of Nursing Service. The Director of Nursing Service shall place her disposition of the grievance in writing on the grievance form and return it to the committeeman within three (3) calendar days, excluding Saturdays, Sundays, and Holidays.

## STEP THREE (3)

If the grievance still is unsettled, the Union may, within seven (7) days, submit the grievance to the Director of the Hospital or his designate. A meeting between representatives of the Union and the Director of the Hospital or his designate, will be held to discuss the grievance within seven (7) calendar days from the date the grievance is received by the Director of the Hospital. The Director of the Hospital shall place his disposition of the grievance in writing on the grievance form and shall return it to the chairman of the grievance committee within seven (7) days.

## STEP FOUR (4)

(a) If the grievance still is not settled, the Union may within thirty (30) days after the written reply of the Hospital Director or his designate, request arbitration.

(b) The arbitrator will be selected by one (1) representative of the hospital management and one (1) representative of the Union. If the parties are unable to agree on the selection of the arbitrator, the U.S. Conciliation Service will make the selection.

(c) The arbitrator shall have no power to add to or subtract from, or modify any of the terms of this agreement or any supplementary agreements thereto.

(d) No finding involving wages shall be made for more than thirty (30) calendar days retroactively from the date the grievance was submitted. The arbitrator will be requested to make his best effort to issue his written ruling within fifteen (15) days following the conclusion of hearings or arguments in the case.

(e) The expense of the arbitrator will be shared equally by both parties. Each party will be responsible for compensating its own witnesses and representatives.

(f) The arbitrator's decision shall be binding on both parties and the Union will discourage and will not cooperate with or give aid to any member of the bargaining unit in any appeal from such decision to any court or appeal board.

(g) If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided they pay for the record and make copies available to the other party and the arbitrator.

## B WITHDRAWAL OF GRIEVANCES

(1) The Union may withdraw any single or multiple grievance at any step of the grievance procedure by so notifying the hospital in writing on the back, lower left hand corner of the grievance form. Any grievance so withdrawn is presumed to have been settled in accordance with the last answer given and may not be made the subject of another grievance and may not be carried any further in the grievance procedure at any future time.

(2) A grievance which has been referred to an arbitrator may not be withdrawn by either party except by mutual consent.

### C. TIME LIMITS

(1) Any grievance which is formally presented at any step of the grievance procedure and is not advanced to the next higher step by the Union within the specified time limits is presumed settled on the basis of the last answer given. No grievance so settled can be re-activated at any future time or made the subject of any further appeal. However, in cases where the terms of a mutually agreed upon settlement are not carried out within a reasonable period of time, then a policy grievance may be instituted at the third step protesting the failure to comply.

(2) However, if a grievance is answered within the specified period and the union representative who submitted it at that level fails to pick it up, the chairman of the grievance committee will be notified to pick it up. The Union will have half the specified time for pursuing the grievance under the grievance procedure to take it to the next step. The applicable time limit will begin at the time the chairman is notified.

(3) If either party fails to act appropriately during the specified time limits at the third step, the grievance will be presumed settled in accordance with the other party's last position.

(4) If Management fails to respond within specified time limits at any other step, the committeeman may reclaim the grievance and process it to the next step. Management agrees that time limits will not be used to circumvent any step in the grievance procedure.

(5) No matter claimed to involve a breach of this agreement which is presented after a period of nine (9) calendar days following the occurrence of said breach shall be considered a proper subject for a grievance; provided, however, that if the circumstances of the case made it impossible for the employee, or the Union as the case may be, to know that grounds for a grievance existed until later, then the grievance must be



submitted within thirty (30) days following the occurrence of the breach. In no case shall claims involving wages be valid for more than thirty (30) days retroactively from the date the grievance is first filed in writing. Nothing in this paragraph C shall be construed to supersede or interfere with the Rules and Regulations of the Civil Service Commission.

#### D. THIRD STEP GRIEVANCES

If the subject matter of a grievance shall involve the employees of more than one (1) department, or if it is mutually agreed that such subject is of an emergency nature or involves a matter of broad Hospital Policy, the grievance shall be initiated at the third step and processed accordingly.

E—An employee who is suspended or discharged shall be informed by the Supervisor at the time he receives such suspension or discharge of his right to request Union representation.

### **SECTION 15**

#### **NORMAL WORK SCHEDULE and OVERTIME**

A—A normal work week is defined as being forty (40) hours in a calendar week, or as otherwise established by a statement in writing to the Union and the Civil Service Commission. Provided, however, that normal work weeks in continuous operations shall not exceed a total of eighty (80) hours in any pay period.

B—Employees who work in excess of eight (8) hours in any one twenty-four (24) hour period or anytime in excess of eighty (80) hours during a pay period of their normal work week as determined in accordance with Section A hereof, shall be paid overtime premium pay at the rate of one and one-half times their basic rate of compensation for such excess.

C—All work over the normal work week must be approved in writing by the department head before being allowed.

D—If any employee is required to work in excess of seven (7) consecutive days, then any consecutive days thereafter shall be at premium compensation, except by mutual agreement; provided however, that such premium shall not be paid for more than seven (7) consecutive days. The Hospital will not normally schedule an employee for more than fourteen (14) consecutive days.

E—All part-time employees who work fifty per cent (50%) or less of a given schedule shall work one (1) week end (Saturday and Sunday) per schedule.

F—All part-time employees who work fifty one per cent (51%) or more of a given schedule shall be scheduled every other Saturday and Sunday off duty, except by mutual agreement.

G—All full time employees shall be scheduled every other Saturday and Sunday off duty. In the event that any employee is scheduled on duty for two (2) consecutive week-ends, without mutual agreement between both parties, that week-end work shall be at premium compensation.

H—In cases of emergency, the Hospital may exercise its right to require employees to work overtime, subject to any other sections of this agreement regarding overtime.

#### I—Hours of Work

(1) All work performed shall be considered as accomplished on the date on which the majority of hours are worked.

(2) All Licensed Practical Nurses shall record their work hours on Hospital time clocks. Employees shall punch only their own time card.

(3) Employees shall report any errors they make in punching their time card to their supervisor.

(4) New employees who are instructed to report for work at a given time and are subsequently sent to the Personnel office for processing shall be considered on duty from the time they report to the Personnel office.

(5) New employees who are processed prior to the date of actually reporting for work shall not be considered on duty during the processing period.

(6) Licensed Practical Nurses who are called in to work on their scheduled days off shall be paid at one and one-half times the regular rate if they are not notified of the schedule change at least twelve (12) hours in advance even though another day off might be scheduled for them subsequently.

(7) Licensed Practical Nurses who are called in to work a regular shift after the start of the normal working day shall be paid a minimum of eight (8) hours, if they work in excess of four (4) hours and if they report within one (1) hour of the time they are called. If employees work four (4) hours or less under these provisions they shall be paid for four (4) hours. Any over-time pay due the employees under this provision shall be paid only for the hours, or fractions thereof, actually worked.

J—All employees shall be granted a lunch period during each work shift, but not at Hospital expense. Whenever practical, the lunch period shall be scheduled at the middle of each shift.

K—All employees shall have two (2) rest periods of fifteen (15) minutes per eight (8) hour day to be scheduled by the immediate supervisor. Said periods shall not be cumulative.

L—Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least four (4) hours work.

M—Overtime hours shall be divided as equally as possible among Licensed Practical Nurses, working

within the same service, (for example, Medical or Surgical). It shall be the responsibility of each Licensed Practical Nurse who desires overtime, to notify the Nursing office of her desire so that her name can be placed on an overtime list. Whenever overtime is required, the person with the least number of overtime hours within the service, shall be called first, if at all practicable.

## **SECTION 16 — EMERGENCY CALL-IN**

A. When an employee is brought back to work on emergency call-in, he shall be paid for two (2) hours at the overtime rate of pay.

B. If the emergency work exceeds two (2) hours but less than four (4), the employee shall be paid for four (4) hours at the overtime rate of pay.

C. If the employee works in excess of four (4) hours, he shall be paid for the hours worked at the overtime rate of pay.

D. Employees who are required to perform standby duty shall be paid a bonus of twenty (20) percent of their base salary for each hour of standby not to exceed eight (8) hours for each day of standby or forty (40) hours per week when required to perform such services and shall receive overtime pay for all hours required to work while on standby.

## **SECTION 17 — HOLIDAYS**

A. The following are the holidays for all full time employees: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and employees who do not work at all on any of said holidays shall receive their normal pay for the particular day in question.

B. All hours worked on those holidays specified above shall be considered as overtime hours and shall be paid for at premium overtime rates for all em-

ployees regularly working 30 hours or more per week. The overtime pay referred to above for full time employees working on holidays is over and above the pay they would receive in event they did not work on said holiday or holidays.

C. Both overtime and time and one-half for holiday rates shall not be paid for the same hours worked. Premium payments are not to be duplicated.

D. Employees who are on unauthorized leave their last scheduled day preceding or their first scheduled day following a holiday shall forfeit all pay for that holiday. An employee scheduled to work on a holiday and who fails to report for work, and whose absence is not authorized, shall forfeit all pay for that holiday.

E. Full time and part time employees shall be scheduled to work either Christmas or New Years. Full time employees shall be scheduled to work either Memorial Day or the 4th of July and shall be scheduled to work either Labor Day or Thanksgiving. Part time employees shall be scheduled to work on one of the following Holidays: Memorial Day, July 4, Labor Day or Thanksgiving. Conflicts will be settled on a rotating basis.

F. Those employees who separate from the service prior to the accumulation of 1,040 hours of service credit, and who have received holiday pay or compensatory time off in lieu thereof shall have deducted from their separation pay an amount equal to that previously received as holiday pay or compensatory time off in lieu thereof.

G. In the event that a regular scheduled holiday occurs on a Saturday, this holiday will be observed on the preceding Friday. In the event a regular scheduled holiday occurs on a Sunday, this holiday will be observed on the succeeding Monday. Only those employees working on the day of the officially designated

holiday will receive Premium Holiday Pay. Those employees required to work on the weekday on which the holiday is observed will be paid at straight time but will be afforded compensatory time off not to exceed eight (8) hours. In the event an employee works both the holiday and the day on which the holiday is celebrated (e.g. Friday or Monday), the employee shall be entitled to only one (1) compensatory day off or eight (8) hours of pay.

## **SECTION 18 — SPECIAL HOLIDAYS**

A. All full time employees, excepting those covered by sub-division "B", who would otherwise have been required to work on the following special holidays shall be entitled to a day off with pay, not to exceed eight hours, at their normal rate of pay for the following special holidays: Their birthday, the day after Thanksgiving, the day before Christmas Day and the day before New Years Day.

B. Full time employees who are required to work on said above designated special holidays shall receive time off equal to the special holiday time worked on the particular day in question but not to exceed eight hours and as mutually agreed between the employee and his supervisor.

C. In the event said special holidays occur on days not scheduled for work for employees not covered in Section A and B, said employees shall be entitled to a compensatory day off as approved by the department head.

D. Employees who are on unauthorized leave the day preceding or the day following a special holiday shall forfeit all pay for that special holiday.

E. An employee scheduled to work on a special holiday and who fails to report for work, and whose absence is not authorized, shall forfeit all pay for that special holiday.

F. Those employees who separate from the service prior to the accumulation of 1,040 hours of service credit and who have received special holiday pay or compensatory time off in lieu thereof, shall have deducted from their separation pay an amount equal to that previously received as special holiday pay or compensatory time off in lieu thereof.

## **SECTION 19 — NIGHT BONUS**

A. Employees on any regular shift who work a majority of hours between 4:00 p.m. of one day and 6:00 a.m. of the following day, shall be entitled to additional remuneration over that set forth in the Compensation Plan at the rate of 6.5 per cent per hour for time worked during such shifts. If an employee entitled to night bonus under this section works overtime, the overtime rate shall be calculated using both the base rate and the night bonus.

B. Effective July 1, 1972, third shift employees shall receive a night bonus of 8.0 per cent.

## **SECTION 20 — SHIFT PREFERENCE**

A—The Hospital recognizes the principle that a Licensed Practical Nurse should accrue some privileges along with seniority. The Hospital will do everything possible to encourage following a seniority principle relative to shift assignment when efficiency is not impaired and within the various services (for example, Medical, Surgical, etc.) Licensed Practical Nurses should submit, in writing, their shift preference to the Nursing office by December 1st of each year. Such shift assignment will be effective on the first Monday of a new pay period, on or following January 1st of each year, whenever possible or as soon thereafter as the employee can be granted such shift assignment.

B—A request for any shift change, must be submitted in writing to the Nursing office. Shift changes

may be made by mutual agreement between employees, with the approval of the Nursing office, or may be made by mutual agreement between employees and their Head Nurse, if they work on the same nursing unit.

## SECTION 21 — REQUEST FOR LEAVE

A. Any employee, whether on regular or part-time status, may request a leave of absence. All requests must be in writing on the form provided by the employer for that purpose.

B. Department heads must make some recommendations concerning the request for leave of absence of employees in their department in the space provided on the form "Request for Leave of Absence."

C. Request for leave of absence should be filed in writing prior to the beginning of the period of leave, but if this is impossible because of emergency conditions which arise, notification to the department by telephone may be made and the request for leave filed immediately upon the employee's return to duty.

D. Any absence of an employee from duty that is not authorized by a specific grant of leave of absence shall be deemed to be an absence without leave. (An employee who is absent three (3) consecutive days without an authorized leave shall be deemed to have resigned and his name shall be removed from the payroll record.)

E—Any employee who becomes ill or is injured and expects to be off duty on paid sick leave, should notify the Hospital as promptly and as early as possible. Such notice should, in all cases except extreme emergency, be given in advance of the start of the employee's scheduled work shift. Such notice should be received not less than one half ( $\frac{1}{2}$ ) hour before the



start of the morning shift, not less than one and one half (1½) hours before the start of an afternoon shift, and not less than three (3) hours before the start of a night shift.

F—No leave of absence without pay which extends for five (5) or more working days shall be approved until all accumulated, appropriate leave with pay shall have been exhausted.

## **SECTION 22 — VACATION LEAVES**

A. Vacation leaves shall be computed and accrued for full time employees, on the basis of the fiscal year. For the purpose of this Agreement, a fiscal year vacation shall be considered to be eleven days and shall accrue on the basis of .92 day's leave for each 173 hours of credited service, the whole not to exceed eleven days per fiscal year.

Those employees having five consecutive years of service shall accrue vacation leave on the basis of 1.33 day's leave for each 173 hours of credited service, the whole not to exceed sixteen days per fiscal year.

Those employees having fifteen consecutive years of service shall accrue vacation leave on the basis of 1.75 day's leave for each 173 hours of credited service, the whole not to exceed twenty-one days per fiscal year.

B. Consecutive service for purposes of administration of this Agreement shall mean employment uninterrupted by resignation or discharge, provided that employees shall not receive credit for purpose of determining eligibility for vacation leave, for absences without pay of two (2) calendar weeks or longer.

C. Certain holidays, mentioned in Section 17 hereof, and special holidays mentioned in Section 18 hereof, falling within a period of annual vacation leave shall not be included as part of such leave.

D. Annual leave may be cumulative but not to exceed twenty-two days. Any excess shall be forfeited, except that those employees with five consecutive years service may accumulate thirty-two days and those employees with fifteen years service may accumulate forty-two days. Provided, however, that any excess as provided herein shall not be forfeited in the event that the employee suffers an injury or illness arising out of or in the course of employment within the meaning of the Workmen's Compensation Act of the State of Michigan during the last four (4) months of the calendar year, and because of said absence is unable to use cumulated annual leave.

E—Vacation schedules for employees of all departments shall be developed by the department head. It shall be the policy of each department head to schedule vacations over as wide a period as possible in order to eliminate the necessity of extra help. Seniority in terms of length of service shall prevail when arranging vacation schedules.

Seniority shall prevail on first vacation choice. After all employees have made a choice, seniority shall prevail in the same sequence on all succeeding choices. Vacations should be taken between the dates of May 1 and December 17.

Vacations can be granted for the period of December 17, thru January 1st, whenever possible, provided the request is submitted on or before November 1st. Notice of approval or disapproval will be given to the employee December 1st, or as soon as possible thereafter.

F—The amount of vacation time with pay that is allowed is the number of days credit earned as of July 1st. If an employee makes a request to take a vacation prior to July 1, the amount of time allowed with pay is the number of days credit earned as of the beginning date of the vacation. Employees who take their vacation prior to July 1, may anticipate their maxi-

mum earned vacation time with pay as of July 1. If this anticipated maximum vacation time is taken prior to July 1, the Hospital will give that employee additional pay on the first pay date following July 1, in an amount equal to the difference between the amount of vacation time paid at the time the vacation was taken and the amount of vacation credit earned as of July 1.

G. No vacation shall be taken or allowance made or paid until an employee shall have worked one full year, but thereafter such first year of employment shall be considered for purpose of accrual of vacation leave as having been accumulated beginning with the first day of employment, provided, however, that in the case of employees who go into the armed forces of the United States, such employees shall receive allowance for vacation leave computed under the terms hereof from date of employment without regard to whether said employees have worked less or more than one year.

H. An employee may obtain pay for vacation time one week (Monday thru Friday) prior to the beginning date of the vacation by making application for same in writing at least two (2) weeks in advance to his immediate supervisor and obtaining the approval of the Director of Employee and Public Relations and the Comptroller.

I. Within the discretion of the department head, any employee may be required to take during the calendar year, vacation leave equivalent to one-half of the vacation leave earned in the preceding calendar year, and also within the discretion of the department head, the employee may be required to work all or part of the time that the employee would normally have been on vacation, and in lieu of vacation leave shall be paid the vacation pay provided in this section, which vacation pay shall be in addition to the compensation received for the time actually worked

during said period. In computing compensation for the time actually worked in this period, any holidays worked shall be compensated for at overtime rates only.

J. Upon termination of employment, an employee shall be compensated for his accrued vacation leave at the rate of pay received by said employee at the time the employment is terminated.

## **SECTION 23 — SICK LEAVE**

A. Sick leave benefits shall be available as follows at the authorized rate of pay provided in the prevailing salary plan for the position or job actually engaged in at the time the sick leave is used.

B. All regular, full time employees as herein defined, shall accrue one day of "sick leave" for each 173 hours of credited service, but not to exceed twelve days per calendar year. No sick leave shall accrue while an employee is on leave.

C. Part time employees who regularly work 30 hours or more per week shall accrue one-half day of sick leave for each 173 hours worked.

D. Sick leave shall accrue on an unlimited basis.

E. Employees shall work for the Hospital at least 1040 hours before taking advantage of sick leave. After this term of employment has expired, accrual and accumulation shall be computed beginning as of the date of employment.

F. Application for sick leave shall be made to the appropriate department head and must be approved by the Personnel Director of the Hospital. Where an employee is absent from duty for a period of three or more consecutive days, a certificate from a licensed physician, noting cause or causes of such absence or other proof of disability or illness, may be required and if required such proof shall be furnished

before the leave request is granted. The employee shall notify his department promptly of any disability or illness. Proof of illness or disability may be required at any time by the Hospital Personnel Director, Division Head or Department Head.

G. Charges against sick leave and pay allowance for time lost on account of sickness shall be made only for the time lost for which the employee normally would have received pay and during which normally he would have been required to work.

H. Any employee who becomes ill or is injured and expects to be off duty should notify the Hospital as promptly and as early as possible. Such notice should, in all cases except extreme emergency, be given in advance of the start of the employees scheduled work shift. Such notice should be received not less than one half hour before the start of the morning shift, not less than one and one half hours before the start of an afternoon shift and not less than three hours before the start of a night shift.

I. If an employee reports for duty but discontinues working as a result of illness before having worked two hours, sick leave insurance payment for the entire day is granted: and if the employee works two hours but less than six before discontinuing work as a result of illness, that employee receives regular pay for four hours and for the other half of that day (four hours) receives sick leave insurance pay providing the employee has accumulated that amount of sick leave insurance credit with pay. Sick leave insurance granted after the employee works six hours or more shall be made at the discretion of the employee's Department Head. In such cases the Department Head shall make a report to the Personnel Director. Sick leave insurance is not granted to employees who take time off to go to the office of a doctor or dentist. Employees who make emergency visits to the physician or dentist because of symptoms that oc-

cur on the same day the appointment is made, may be granted sick leave insurance if the physician or dentist with whom the appointment is made will write a note stating they are eligible for sick leave.

J. Employees may use two (2) personal days per fiscal year, chargeable to sick leave, provided there is a balance of twelve (12) accumulated sick days credited to the employee.

K. Any employee who has taken all available sick leave may elect to have additional lost time charged against and deducted from earned vacation leave rather than receive a payroll deduction for such additional time lost.

L. Employees who use all available sick leave will be kept on the employment list for six (6) additional months, at which time they will be placed on the top of the eligibility list for their respective classifications for an additional eighteen (18) months, and will be re-employed when the first vacancy is filled, in the employee's classification.

M. Any employee who retires from the City of Flint, Hurley Hospital, under provisions of the Retirement Ordinance, shall be compensated in cash for any accumulated unused sick leave days up to 60 days of such accumulated leave plus  $\frac{1}{2}$  day for each day of unused sick leave in excess of 120 days.

N. Dependent survivors of an employee, whose death was in the line of duty, shall be paid in cash for each day of unused and accumulated sick leave on same basis as though retired. Dependent survivors of an employee, whose death is non-duty connected, shall be paid in cash for one-half day for each day of unused and accumulated sick leave. A living spouse will automatically be determined a bona fide dependent. No payments against unused or accumulated sick leave shall be made if death is determined, by a medical examiner, to have been caused by suicide. Payment shall be made at start of the fiscal year, subsequent to death.

## **SECTION 24 — EMERGENCY LEAVE**

Leave shall be granted without loss of pay for emergency purposes. Emergency purposes shall include critical illness or death in the immediate family and such other situations considered meritorious by the employee's department head who shall certify considering allowance or disallowance of the emergency leave sought. A Licensed Practical Nurse shall be granted a maximum of three (3) days with pay plus reasonable travel time, not to exceed a total of five (5) working days, due to critical illness in the immediate family or to attend funeral services of a member of the immediate family. Immediate family shall be defined to include parents, parents-in-law, grandparents, grandchildren, husband, wife, children, step children, brother and sister, brother-in-law and sister-in-law, or other relatives living in the Licensed Practical Nurse's home. Licensed Practical Nurses shall also be granted leave with pay up to one half ( $\frac{1}{2}$ ) day for the purpose of attending funerals of other close relatives. Emergency leave shall be supplementary to and not in restriction of vacation leave as elsewhere provided.

## **SECTION 25 — PREGNANCY LEAVE**

A. Employees shall be placed on layoff sixty days prior to the expected date of delivery. Prior to the sixtieth day following delivery, the employee must notify her employer and the Civil Service office of her intent to return to work on the sixty-first day. If she complies with this notice requirement, she shall be entitled to her former position on the sixty-first day.

If she fails to comply with this notice requirement, she will be placed on a layoff list and will be certified, in accordance with her seniority, for the first vacancy in her classification occurring on or after the ninety-first day following delivery.

If the employee refuses to accept the job offered to her, her name shall be placed at the bottom of the

eligible list for her classification until she may be regularly certified or until she shall have been on layoff for a total of twelve months, at which time her name shall be removed from the list.

B. Employees returning to work following a pregnancy leave must make application to the Civil Service Commission and the Personnel Office at Hurley Hospital, so that arrangements for a re-employment physical examination can be made.

C. Vacations, Holidays, Sick Leave and other fringe benefits shall not accumulate during such lay-off. However, a maternity lay-off will not be considered an interruption of continuous service for the purpose of eligibility for benefits after return to work and the employee shall retain any benefits accrued up to the date of the maternity lay-off.

D. A maternity lay-off shall not be considered as sick leave under the sick leave policy.

E. Adoption shall be handled as a maternity leave.

## **SECTION 26 — MILITARY LEAVE**

Whenever an employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Air Corps Reserve or Coast Guard Reserve, is called to active duty or is compelled to participate in classes or instruction as part of an activated reserve unit, he shall be paid, during the time of such service, the difference between his regular wage or salary and the allowance of the State of Michigan, or other governmental authority, for such service, provided that in the case of active service the total period of payment shall not exceed three (3) calendar weeks in any single calendar year and in case of compulsory reserve training, the period of payment shall be determined by the appropriate Department Head. Before such payment shall be made, the employee shall furnish the Personnel Director of Hurley Hospital with a



letter from the commanding officer showing the period of active duty and the allowance made the employee by the State of Michigan or other governmental authority for such service.

## SECTION 27 — JURY DUTY

A—Whenever an employee is called for jury duty before any court entitled to empanel a jury, he shall, when possible, give reasonable notice of such calling to his immediate supervisor. He shall thereafter, for days when required to report for such duty, be entitled to leave without pay, except as is provided hereinafter. An employee complying with the above conditions, and upon supplying to the Personnel Director of the Hospital, adequate proof that he has reported for such jury duty before a court entitled to empanel a jury, shall be paid by the Hospital the difference between his regular wage or salary and his jury pay for each day he so reported.

B—When an employee is called for jury duty and complied with the requirements of Section A hereof, for longevity purposes he shall receive credit as though he had worked for the Hospital.

C—If any Licensed Practical Nurse is called as a witness in a Judicial Proceeding for reasons arising out of her Hospital employment, she shall:

(1) Receive leave with pay for such attendance if it arises during a period when she is scheduled to work, or,

(2) Be paid one and one-half (1½) times her normal rate of pay for such court time when it occurs during hours she is not scheduled for work.

## **SECTION 28 — EDUCATIONAL LEAVE**

Upon written application, a Licensed Practical Nurse may be granted a leave of absence to pursue a full time educational program in the field of nursing for up to two years without the loss of employment status or benefits accrued as of the start of the leave, but not to exceed one year of leave for each two years of service.

A Licensed Practical Nurse who successfully pursues the educational program for which the educational leave was granted, shall upon return to her employment, be reinstated to service without loss of prior longevity or seniority for purposes of her advancement in the salary schedule or eligibility for retirement benefits.

## **SECTION 29 — EDUCATIONAL COURSES**

A—If a full time Licensed Practical Nurse employee desires to enroll, while continuing in full time employment, in one or more courses at an accredited educational institution in the field of nursing, or in courses which the Director of Nursing and the Hospital's Administrator agree would aid her in the practice and performance of services at the Hospital and will contribute to her professional growth, she may submit, in advance of her commencing such course or courses, application on the Hospital Form to the Hospital for reimbursement of the cost of her tuition and books.

B—Upon proof of satisfactory completion of the course or courses and of the amount expended for tuition, books, and supplies, the nurse shall be reimbursed for such expenses up to \$150 per fiscal year, provided, that the Practical Nurse agrees in writing to remain a full time employee for a period of six (6) months following completion of the course and likewise agrees that if she leaves the Hospital's employ before completing the six (6) month period, she will repay the education course payment to the extent of

one sixth (1/6) of such sum for each month she is short of meeting the six (6) month requirement.

C—Part-time Licensed Practical Nurses who regularly work thirty (30) or more hours per week shall be eligible for reimbursement of such expenses up to \$75 per fiscal year subject to the terms of this section.

D—It is agreed that not more than twenty-five hundred dollars (\$2500) per fiscal year will be available for use of Hospital employees for enrollment of such educational courses as above.

## **SECTION 30 LIABILITY AND INSURANCE COVERAGE**

The Hospital shall maintain in force, a liability coverage for all Licensed Practical Nurses working in the Hospital and who may be subject to liability claims for incidents arising out of their Hospital employment. The Hospital will provide the Union with a description of this coverage and the limitations of it.

## **SECTION 31 — RETIREMENT**

All employees shall be entitled to membership in and benefits of the City of Flint Retirement System as provided in Ordinance No. 625, April 22, 1946, as amended.

## **SECTION 32 HOSPITALIZATION INSURANCE**

A—All employees working 30 hours or more per week shall be entitled at their option to become members of the Hospital Blue Cross - Blue Shield Group. The Hospital agrees to assume the cost of the coverage up to and including the full family ward rates for MVF-1 coverage with a \$2.00 Co-pay prescription rider. Enrollment is conducted once each year and at the time of employment. Employees may apply for membership within thirty (30) days of their employment or during the annual enrollment period (April - May)

of each year. Changes such as marriage, death, birth, divorce, etc., should be reported to the Personnel Office within thirty (30) days of the effective date of the change.

B—Employees who work less than 30 hours per week shall receive the Hospital Discount policy.

C—This option (between A and B above) may be exercised within 30 days of an employees date of hire or during the annual enrollment period (April - May). Employees who for any reason fail to exercise their right of option will automatically receive the benefit of the Hospital Discount Policy.

#### D—Hospital Discount Policy.

(1) Employees who elect this option shall be eligible for Discounts for Hospital services rendered to them and members of their immediate family.

(2) The term "Members of the Immediate Family" shall be interpreted to mean spouse, children, mother and father, providing the person claiming the Discount can establish reasonable evidence that the member of the family as described above is also a dependent. Inclusion of the patient as an exemption for Income Tax purposes shall be deemed sufficient evidence of proof.

(3) Hurley Hospital shall grant to the above described eligible individuals a discount for In-Patient hospitalization equal to the difference between the hospital charges and the amount paid by Michigan Hospital Service plus the amount paid by Michigan Medical Service under an MVF-1 contract held by the eligible individual. In the absence of such a contract, the Hospital shall grant a discount equal to the difference between the hospital charges and the benefits outlined in the Blue Cross - Blue Shield MVF-1 Contract held by the Hospital. The Hospital shall also grant a discount for Out-Patient Hospital service equal to fifty per cent of the Hospital charges for such ser-

vice, with the stipulation that if the service is a benefit under any insurance policy, the discount shall not exceed the difference between the amount paid by the insurance carrier and the Hospital charges.

(4) In the computation of the Courtesy Discounts described above, the charge for special serums, appliances, braces, etc., which must be purchased by the Hospital for the patient, shall not be included in the amount subject to Courtesy Discount.

(5) Employees requesting a discount for Out-Patient service other than emergency service should obtain a Discount Certificate from the Personnel Office prior to the rendition of the service. It shall be the responsibility of the Personnel office to check the Admission Sheet (including In and Out Patients) daily to determine services given to employees. From the Admission Sheet, the Personnel Office will complete discount slips and forward them to the Cashier's office (or the Out-Patient Clerk). It will be the responsibility of the employee involved to notify the Personnel office when a member of their immediate family has received Hospital service.

E—Employees who are on an authorized leave of absence without pay for more than two consecutive weeks may remain members of the Hospital Blue Cross - Blue Shield Group by making payment to the Hospital for the full cost of whatever contract they have in the Hospital Group. However, the Hospital Discount Policy will be extended only to those employees who elected it.

### **SECTION 33 — LIFE INSURANCE**

A—The City shall provide fully paid, to each regular full time employee, life insurance and dismemberment coverage in the amount of \$6,000 and double indemnity coverage in this amount in the event of accidental death.

B—The employee can designate a beneficiary on this life insurance coverage by completing the appropriate form in the City Finance Office and in the event that no beneficiary is designated, the policy will be payable to his or her estate.

C—The City agrees that such life insurance coverage will be continued for an employee who is on a leave of absence for a period of six months.

D—The City will make available to the employee the opportunity to secure additional life insurance in an amount up to an additional \$4500.00 at the employee's own expense and will make payroll deduction for payment of these premiums upon the employee's authorization.

## **SECTION 34 — MEDICAL SERVICE**

### **A—Physical examinations**

(1) At the time of hiring, all Employees shall receive a physical examination by a licensed physician and at the Hospital's expense. Such physical examination shall include the following laboratory and X-ray tests:

- Large Chest X-Ray
- Serological Study
- Urinalysis
- C B C
- Screening T.B. Test

(2) Similar Physical examinations shall be provided when recommended by the examining physician or when an employee is continued in employment beyond age sixty-five (65), or when requested by the Hospital Administration.

(3) Employees working in the Emergency Room, Clinic, Surgery, Intensive Care, Isolation or Psychiatric Department shall receive a large chest X-Ray or TB Screening test every six (6) months. Employees working in all other areas may receive

large chest-X-Rays and TB Screening tests on an annual basis. In every case, the -Ray and TB Screening test shall be provided by the Hospital. TB Screening will be with Old Tuberculin, by Tine method.

#### B—Immunizations

(1) The Hospital shall provide each employee with the opportunity for obtaining the following immunizations, without charge:

Smallpox Vaccination

Tetanus Toxoid Series, or Booster

Influenza immunizations

Others, as required by medical indications (check for polio)

(2) Employees working in the Isolation Unit or with Isolation patients shall receive triple Typhoid Smallpox, Diphtheria, and other such immunizations as may reasonably be required based on exposure and past records of need.

#### C—Illness on Duty

Emergency treatment for an employee who becomes ill while on duty shall be provided by the Hospital without charge except for those items which are covered by Blue Cross - Blue Shield Insurance (or which would have been covered in the case of an eligible but non-participating employee).

D—Implementation of this section shall be the responsibility of the Hospital Director, or his designee.

## SECTION 35

### ON-THE-JOB INJURY AND COMPENSATION

A—Any employee who becomes injured or ill in the performance of his duties shall, if his physical condition permits, report that injury immediately on the Hospital Incident Form. The employee shall report to the employee Health Nurse if his physical condition permits. In the absence of the Health Nurse, or if his condition necessitates immediate treatment, the employee shall report to the Emergency Room for necessary aid or referral.

If the employee suffers lost time because of the injury received at work, Workmen's Compensation will be paid in accordance with the provisions of the Compensation Act of the State of Michigan.

In addition, such employee will receive supplemental compensation equal to the difference between eighty percent (80%) of the employee's normal take home pay and the above Workmen's Compensation. Upon his return to work, at his regular or other assigned employment, he shall be entitled to payment of the difference between the amount of salary and Workmen's Compensation paid and the total take home pay he would have earned had the injury not occurred. Supplemental payments will normally be continued for a maximum of twenty-six (26) weeks. Any request for extension beyond twenty-six (26) weeks may be considered a subject for a special conference.

Supplemental compensation will not be paid in cases where it is determined that the injury arose because of the gross negligence of the employee or in cases where the employee was involved in a situation not arising from the performance of his duties.



## B—Workmen's Compensation Procedures

(1) If an employee is severely enough injured or ill to require time off from his usual occupation, and it is impossible for the employee to perform any useful duty, the supervisor will be so informed in writing by the hospital physician. This decision is the responsibility of the hospital physician.

(2) If the injury is of a minor nature, and would not preclude the performance of some duty (either regular or light) in the department, the employee will be returned to the department with the notation that he can perform regular or light duty and the nature of the light duty will be limited as indicated by the injury.

(3) It will be the determination of the Department Head, or the supervisor, as to availability of light duty and the employee assigned as administratively indicated.

(4) Employees who have been off duty because of injury, and have recovered sufficiently to be able to return either to full duty or light duty in the department, will be so certified at the time they reach this status physically.

(5) Employees who have been off duty on Workmen's Compensation for ninety (90) days will be certified to the Hospital Personnel Department and will have Workmen's Compensation Department Form No. 110 completed.

(6) The Personnel Department will advise each of these employees to make an appointment for an examination as to fitness for duty with the hospital physician. The hospital physician will evaluate the employee and those who need an examination will be examined for possible change in status.

(7) When an employee has been off duty for six (6) months on Workmen's Compensation, that employee will be examined with a view toward physical

and vocational rehabilitation as well as to his present employment capability.

(8) Upon completion of the evaluation, either by the hospital physician, by consultants, and/or by the physical and/or mental rehabilitation services as indicated, the Personnel Department will inform the Civil Service Office of the proposal for action concerning the employees physical and rehabilitation status. This should include his availability and capability of performing other duties not necessarily in the assigned department and in line with class specifications, but his capability of performing any duty with the City. If he is found able to perform some duty for the City, then he will be referred to the Civil Service Commission for possible placement in a position within his physical capabilities.

(9) If it appears unlikely that the employee will ever be able to return to a gainful occupation in any capacity with the City, the hospital physician will certify this individual for possible consideration for a physical disability retirement. Normal procedures for disability retirement would then be referred to the City Finance Department.

(10) When an employee has been permanently disabled, totally or partially, for his usual occupation, he shall be informed that no consideration will be given to supplemental pay after this date. Notification will be handled by the Personnel Office.

## **SECTION 36 — PROTECTIVE CLOTHING, UNIFORMS AND IDENTIFICATION**

A—If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing, or protective device shall be furnished to the employee by the Employer; the cost of maintaining the protective clothing in proper working condition shall be paid by the Employer.

**B—Identification bar.** White plastic bar with black printing indicating the employee's name and classification (or department) will be provided by the Hospital and worn by all employees.

**C—Uniforms** shall be otherwise unadorned except for school, association and length-of-service pins. Employees shall not wear earrings, (except posts) bracelets, necklaces, or other such decorative jewelry while in uniform and on duty. Engagement, wedding, and class rings, and wrist watches, are not here considered as decorative jewelry.

#### **D—Identification Cards**

All employees shall be issued an identification card by the Personnel office as soon after employment as possible. While the card is being processed (or when lost) the employee will be given a temporary pass. Employees should carry the card on their person at all times while on duty. Employees may be required to show their cards regularly or periodically when entering or leaving the Hospital and when receiving their paychecks.

## **SECTION 37 — PART TIME AND SEASONAL EMPLOYEES**

A—None of the benefit provisions of this contract shall accrue to part-time or temporary employees, except as specifically noted.

B—Part time employees shall receive benefits as specified in the following Sections.

Section 17— Holidays

Section 23— Sick Leave

Section 25— Pregnancy Leave

Section 30— Liability Insurance Coverage

Section 32— Hospitalization Insurance

Section 34— Medical Service

## **SECTION 38 — CIVIL SERVICE**

A—All provisions of the Charter of the City of Flint relating to the Civil Service Commission, City of Flint, are made part of this contract.

B—When an employee shall have been placed in a different pay level by reason of reclassification or reallocation of his position, said reclassification or reallocation shall be effective as of the date of change in classification or reallocation. It shall be the duty of the Civil Service Commission to forthwith notify the Director of the Hospital of all such changes not later than the date of the approval as to personnel of the first payroll covering the pay period during which the new pay rate first becomes effective.

## **SECTION 39**

### **CIVIL SERVICE EXAMINATIONS**

A—Employees requesting time off for the purpose of taking any examination to be administered by the City of Flint Civil Service Department shall be permitted to take a maximum of two (2) examinations per year without being charged for time lost.

B—An examination shall include the written and oral portions of a single examination procedure, and any necessary job interviews after such examinations, but not to exceed two (2) days for one (1) exam. Examinations administered during non-scheduled work hours of an employee shall be taken at the option of the employee, without debit or credit to his working hours.

C—Employees will be granted permission to take no more than two (2) additional examinations without loss of pay provided that approval is obtained from the Personnel Office on the basis that such examinations are related to Hospital employment.

## **SECTION 40 — STEP ADVANCEMENT**

A—Employees who are re-hired within two years after resignation shall be given all of such credit as their prior service indicates.

B—Credit towards step advancements in the Compensation Plan shall accrue only for continuous service. Continuous service as used in this agreement shall mean employment uninterrupted by resignation or discharge, provided that employees shall not receive credit for step advancements for absences without pay for longer than two calendar weeks, except that approved educational leave time shall receive such credit.

## SECTION 41 — VETERANS RIGHTS

A—An employee who has been in the Armed Services, maximum time allowed by State Law, of the United States and who is released or discharged from such duties under honorable conditions, and makes application for re-employment within ninety (90) days after he is released from military duties or from hospitalization continuing after discharge for a period of not more than one (1) year, shall upon reinstatement, and after completing the probationary period when applicable, be given credit for annual leave accumulation for the time spent in the Armed Service as though the time spent in the Armed Service had been spent in the employ of the Hospital.

B—Hospital employees who have been in the Armed Services of the United States, under military leave from the Hospital, shall upon reinstatement to City employment, be given sick leave for the time spent in the Armed Services, the same as though the time spent in the Armed Services had been spent in the employ of the Hospital which sick leave shall be added to any sick leave they had prior to entering the Armed Services.

C—Employees, except probationary employees, who have been in the Armed Services of the United States, under military leave from the Hospital shall for the purpose of compensation and step increases, be given credit for the time served in said Armed Services the same as though the said time was served in the employ of the Hospital. Such employees who have been reinstated in City employment and have not received the compensation or step increases provided for in this paragraph shall be paid such increase retroactive to the date of the employee's reinstatement.

D—Probationary employees who have been in the Armed Services of the United States, under military leave from the City of Flint, shall be required to complete their probationary period the same as though

they had not been in the Armed Services, and shall be subject to the same rules and regulations as ordinary probationers. They shall, however, upon completion of their probationary period, and upon acquiring the status of regular employees, be given credit for the purpose of compensation and step increases for the time served in said armed services as provided in the foregoing section, effective, however, as of the date they acquire status as regular employees and not as of the date of reinstatement as probationary employees.

## **SECTION 42**

### **COMPENSATION REGULATIONS**

A—Salary and Wages shall be paid in accordance with the City of Flint Compensation Schedules, for full-time or part-time employees as applicable, established pursuant to the Compensation Ordinance.

B—No employee shall receive compensation for time not expended in City employment except for certain holidays and for vacation, sick or emergency leaves as provided herein and earned pursuant to this agreement and except as may be provided in the compensation plan. Deductions from the earnings of the employees shall be made on the basis of the hourly rate for time lost.

C—A part-time employee who transfers to full-time will be placed in that step of the pay range to which his accumulated hours of work shall entitle him and shall receive full credit for all hours worked in determining future rate increases while a full-time employee.

D—When a full-time employee transfers to a part-time status, he shall be placed in that step of the part-time pay schedule to which his accrued longevity entitles him. If and when he returns to full-time status, he shall be placed in that step of the regular pay plan to which his total accrued longevity including his part-time hours shall entitle him.

E—The pay days are alternating Fridays. When a recognized legal holiday falls on a regular pay day, the pay day will be one day earlier. The pay period covers the two weeks prior to the Monday preceding the pay day. Paychecks for all full-time and part-time employees who work on the afternoon shift will be made available on Thursday afternoon of pay day weeks. However, the preceding provision may not be possible if a legal holiday falls on another weekday immediately preceding a regular pay day.

F—Notice of Changes - Employees should report any changes of home address or telephone number to the Personnel Office so that records may be corrected accordingly. Changes in the status of dependents on the Withholding Exemption Certificate should also be reported.

G—After the effective date of this agreement, employees who are employed in dual classifications, when taking annual leave or sick leave, shall be paid at the rate which will reflect the proportionate hours worked by the employee in each classification. For the purpose of the above, a dual classification position is a combination of two positions of different classifications, requiring the services of one employee, who has been certified as qualified and who may be required to perform in both classifications.



## SECTION 43

### COST OF LIVING ADJUSTMENTS

A—A cost of living adjustment, using as an index base, the U.S. Department of Labor BLS Consumers Price Index, All Cities, and in amounts proportionate to the respective changes in the index as compared with the index base shall be paid as follows:

(1) For the period July 1, 1970 through December 31, 1970, Cost of Living allowance will be paid on the basis of \$.02 per hour, per quarter.

(2) For the period January 1, 1971 through June 30, 1972, Cost of Living allowance will be paid on the basis of the following formula:

CPI POINT INCREASE	\$ INCREASE
.0—.2	\$0.00
.3—.6	\$0.01
.7—.9	\$0.02
1.0 and over	\$0.025 - quarterly maximum

(3) For the period July 1, 1972 through June 30, 1973, Cost of Living allowance will be paid as outlined in Paragraph (2) above, with the exception that the quarterly maximum shall be increased to \$.03 per hour.

B—Decreases in the index will not result in equivalent downward adjustments nor will recoveries from decreases in the index be reflected in upward adjustments.

C—For the first quarter of each year, the index base shall be as of December 31st; for the second quarter of each year, the index base shall be as of March 31st; for the third quarter of each year, the

index base shall be as of June 30th; and for the fourth quarter of each year, the index base shall be as of September 30th. The first quarter is defined as being January, February and March; the second quarter is defined as being April, May and June; the third quarter is defined as being July, August and September; the fourth quarter is defined as being October, November and December.

D—Payment of cost of living adjustments will be made by separate checks, as soon as reasonably possible after the BLS publication is available after June 30th of each year for the first and second quarters, and as soon as reasonably possible after the BLS publication is available after December 31st of each year for the third and fourth quarters. Any cost of living increase earned in a quarter shall be added to any cost of living increase earned in subsequent quarters during the fiscal year.

E—The cost of living adjustment payments shall apply only to those employees with six months service immediately prior to the end of said six month period and on the payroll at the time payment is made. Cost of living adjustments will be based on normal work week schedules and based upon straight time hours worked not to exceed forty hours in any week.

F— As soon as reasonably possible after January 1st and June 30th of each year, the total accumulated cost of living adjustment as herein provided, not to exceed the applicable maximum amount, shall be added to the base rates as established by the Compensation Ordinance.

## **SECTION 44**

### **AUTHORIZED PAYROLL DEDUCTIONS**

A—Employees may authorize the following deductions in their pay checks: Blue Cross, withholding tax, retirement fund, savings bond, contribution to Red Feather Fund, payment of union dues, Credit Union, hospital accounts and other deductions as applicable.

B—Notice of Changes - Employees should, as soon as possible, report any changes of home address or telephone number to the Personnel Office so that records may be corrected accordingly. Changes in the status of dependents on the Withholding Exemption Certificates should also be reported.

## **SECTION 45**

### **SUPPLEMENTAL AGREEMENTS**

Supplemental agreements to this contract shall be negotiated at the request of either party. Such requests shall be made in writing and shall include the proposal(s) to be negotiated. Within ten (10) days, the party receiving the request may submit written counter-proposals. Negotiations shall begin not later than fifteen (15) days after the date of the original request. All supplemental agreements shall be approved or rejected within a period of twenty (20) days following the conclusion of negotiation of such agreements.

## **SECTION 46 — COPIES OF CONTRACTS**

The Hospital shall supply each Licensed Practical Nurse employee with a copy of this agreement.

## **SECTION 47 — SAVINGS CLAUSE**

Any section of this agreement which is ruled inconsistent with present or future State or Federal laws or statutes or the Charter of the City of Flint shall be re-negotiated without effect on the remaining sections.

## SECTION 48 — LICENSURE

A—Applicants who have completed the formal education requirements for licensure and have taken the examination necessary, but who have not been licensed due to the time required for scoring and other official action, shall be employed temporarily as a Licensed Practical Nurse.

B—If the employees hired under the provisions of the above paragraph do not become licensed because of failure to pass the examination, they shall immediately be demoted to the next lower class of like work which does not require licensure, until such time as they do become licensed.

C—Applicants who have completed the formal educational requirement for licensure but who have not been able to take the required examination because none has been scheduled, may be temporarily employed in the class of work for which they are otherwise eligible.

D—If employees hired under the provisions of the above paragraph fail to take the required examination at their first opportunity, or if they fail to pass the examination, they shall be immediately demoted to the next lower class of like work which does not require licensure.

E—Applicants who transfer from a State where they are already licensed, but who do not have Michigan Licensure shall be employed in the temporary status as above. If licensure is denied by the Michigan Board, the employee shall be immediately demoted to the next lower class of like work which does not require licensure.

## SECTION 49 NEGOTIATION MINUTES

It is mutually agreed by both parties that the minutes of negotiation meetings conducted at Hurley Hospital, and as provided by Management and given to the Union, are valid and binding.

## SECTION 50 — TERMINATION

This agreement shall be effective as of August 1, 1970 and shall remain in full force and effect until June 30, 1973. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing seventy (70) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this day of February 9, 1971.

For the Union:  
Ethel V. Borgelt  
Alice Shearer  
William C. Lucas

For the Employer:  
Milton Sacks  
Ben Woodard