

7/1/72 - 6/30/74

AGREEMENT

between

HURLEY HOSPITAL, a Department of  
the City of Flint, Michigan

and

HURLEY HOSPITAL NON-PROFESSIONAL SUPERVISORY

EMPLOYEES UNION

LOCAL 1973 of COUNCIL 29

AFFILIATED WITH A.F.S.C.M.E.

LABOR AND INDUSTRIAL <sup>AFL-CIO</sup>

RELATIONS LIBRARY

Michigan State University

*Flint, Hurley Hospital*

TABLE OF CONTENTS

| <u>ARTICLE</u> |   | <u>PAGE</u> |
|----------------|---|-------------|
|                | Agreement                                   | 1           |
|                | Purpose and Intent                          | 1           |
| I              | Recognition                                 | 2           |
| II             | Union Membership and Security               | 2           |
| III            | Payroll Deduction for Union Due             | 4           |
| IV             | Management Rights and Responsibilities      | 4           |
| V              | Representation                              | 5           |
| VI             | Negotiation Procedure                       | 7           |
| VII            | Conferences                                 | 7           |
| VIII           | Grievance Procedure                         | 8           |
| IX             | Salaries                                    | 11          |
| X              | Health Program                              | 13          |
| XI             | Vacations                                   | 13          |
| XII            | Holidays                                    | 16          |
| XIII           | Leaves of Absence                           | 18          |
| XIV            | Workmen's Compensation and Supplemental Pay | 25          |
| XV             | Jury Time, Court Time                       | 25          |
| XVI            | Insurance Program                           | 26          |
| XVII           | Educational Courses                         | 28          |
| XVIII          | Savings Clause                              | 29          |
| XIX            | Maintenance of Benefits                     | 29          |
| XX             | Part Time and Temporary Employees           | 29          |
| XXI            | Unemployment Compensation                   | 29          |
| XXII           | Withholding of Services                     | 29          |
| XXIII          | Other Provisions                            | 30          |
| XXIV           | Seniority                                   | 30          |
|                | Layoff Policy                               | 33          |
|                | Compensation Schedule                       | 34          |
| XXV            | Term of Agreement                           | 35          |
|                | Supplemental Agreement                      | 36          |

## A G R E E M E N T

This Agreement, entered into this first day of July 1972 by and between Hurley Hospital, the Employer, a Department of the City of Flint, Michigan hereinafter referred to as the "Employer" and the Hurley Hospital Non-Professional Supervisory Employees Union, Local 1973, A.F.S.C.M.E., of Council 29, affiliated with AFL-CIO hereinafter referred to as the "Union".

### 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 between the City of Flint, Hurley Hospital, in its capacity as an Employer, and the Union, in its capacity as a representative of the employees, so as to serve the best interests of the parties and the people of the City of Flint.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper services for the community.

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

It is agreed by Hurley Hospital and the Union that the Hospital is legally and morally obligated to provide equality of opportunity and treatment for all employees of Hurley Hospital and to establish policies and regulations that will insure such equality of opportunity and treatment for all persons employed by the Hospital in all phases of the employment process.

ARTICLE I  
RECOGNITION

The Hospital hereby recognizes the Union as the exclusive bargaining representative, as defined in Act No. 379, State of Michigan Public Acts of 1965, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other terms and conditions of employment of all of the employees of Hurley Hospital as certified by the M.E.R.C. Case No. R 72, B 39, and R 72, B 70, and described as follows: "All non-professional supervisory employees of Hurley Hospital but excluding Department Heads, Assistant Department Heads, R.N.'s, L.P.N.'s, confidential employees, and managerial employees."

ARTICLE II  
UNION MEMBERSHIP AND SECURITY

A. All employees covered by this Agreement who are members of this Union in good standing on the effective date of this Agreement shall remain members in good standing of the Union for the duration of this Agreement.

B. It shall be a condition of employment that all employees covered by this Agreement hired on or after the effective date of this Agreement shall, not later than the thirty-first (31st) day following the beginning of such employment become and remain members in good standing of the Union. Any employee who fails to comply with these provisions shall have their employment terminated immediately upon expiration of the stated time limits.

C. The Union is to hold the employer harmless, if as a result of dues deduction in compliance with this paragraph, any Court, State Board, Commission, or any other authority rules that any employee is entitled to refund of such dues.

D. Names, addresses and dates of hire of present employees and/or those hired to fill positions covered by this Agreement shall be furnished to the Union by the Hospital. Names of employees promoted to permanent positions which are excluded from the bargaining unit shall be provided to the Union so that they are not included in the collective bargaining activities of the Union.

E. The Employer either in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment, agrees not to discriminate against any employee because of race, color, national origin, religious affiliation, sex, marital status, membership in or activity on behalf of the Union.

F. The Employer will not aid, promote or finance any labor group 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.

G. Residency - No employees shall be required to maintain or establish residency as a condition of employment nor shall any discrimination be exercised due to location of residency.

H. Job Security - The Hospital is genuinely interested in maintaining maximum employment for all seniority employees covered by this Agreement, consistent with the needs of the Hospital. Therefore, in making these determinations, the Hospital intends always to keep the interest of the Hospital's employees in mind.

The right of contracting or sub-contracting is vested in the Hospital. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

In cases of contracting or sub-contracting affecting employees covered by this Agreement, the Hospital will hold advance discussion with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the Hospital is contemplating contracting out the work.

### ARTICLE III

#### PAYROLL DEDUCTION FOR UNION DUES

- A. The Hospital agrees to deduct from the salaries of employees dues in accordance with the standard form used, provided that the same form shall be executed by the employee and filed with the Personnel Office of the Hospital. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement.
- B. Dues shall be deducted in twelve (12) monthly installments from the second pay period of the month. Regular deductions shall not be made for an employee who is on leave or lay-off or any other reason when such deduction cannot be made from the employee's regular pay.
- C. The Union shall give written notification to the Hospital of the amount of the dues which are to be deducted. The deduction amounts for these dues shall not be subject to change more than once during the entire fiscal year with the Union providing thirty (30) days written notice of such change.
- D. All dues so deducted shall be turned over to the Treasurer of the Local together with the names of members from which dues have been collected.

### ARTICLE IV

#### MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Hospital retains the sole right to manage its business, including but not limited to the rights to decide the number and location of its buildings and the services to be rendered and the equipment and supplies to be purchased; 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 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, and/or to modify existing 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 to require compliance therewith by employees is recognized. The Union reserves the right to question the reasonableness of the Hospital's rules and regulations through the grievance procedure, and may request a joint conference meeting during the fourteen (14) day period mentioned above and before such rules and regulations are to become effective.

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. All pertinent provisions of the Charter of the City of Flint not in conflict with any provision of this contract, are made a part of this contract.

#### ARTICLE V

#### REPRESENTATION

A. Grievance Committee - Members of the Union shall be represented by a Grievance Committee composed of two (2) members. Each will have an alternate who will function only when the regular member is absent. In addition, the Chairman of the Negotiating Committee may function as Chairman of the Grievance Committee.

B. Notification to the Employer - The Union will keep the Personnel Department informed in writing of the names of the committeemen, and their alternates as soon as possible but not later than the day before their appointment.

C. Released Time - The Employer agrees to grant reasonable time off and compensate members of the Grievance Committee or their alternates at their regular hourly rate for any scheduled working hours required in the grievance procedure, and special conferences. The Grievance Committee members shall investigate and process grievances at all levels of the grievance procedure.

D. Negotiating Committee - The Union will be represented in negotiations by a negotiating committee not exceeding two (2) members or their alternates, paid by the Hospital, and Council or International representatives as determined by the Union.

E. Negotiations - Negotiation meetings between the parties may be held at times during the scheduled working hours of the Union's negotiating committee members. The Employer will arrange to release the employees from their work assignments and compensate them at their regular rate for any scheduled working hours spent in negotiations.

F. Civil Service Meetings - When meetings with the Civil Service Commission or its representatives are scheduled during regular scheduled working hours, the Union members selected to constitute the Negotiating Committee shall be granted leave with pay to participate in such meetings; provided, however, that such leave shall be limited to not more than two (2) representatives at any one (1) meeting.

G. Grievance Adjustment - Employees who are members of the Grievance Committee who must investigate or be present to assist in the processing of grievances, before leaving their assigned work, shall first notify the Personnel Office and when they return, shall report to the Personnel Office.

H. Prior Meetings - On grievances starting with Step Two (2), the Grievance Committee members will be allowed to meet at a place designated by the Employer on the Employer's property for not more than one-half ( $\frac{1}{2}$ ) hour immediately preceding the meeting.



I. Hospital Access - Council or International representatives of the Union, after first notifying the Personnel Department, may visit the areas of the Hospital where the employees they represent are located for the purpose of representing such employees in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and they do not interfere with service of the Hospital.

#### ARTICLE VI

##### NEGOTIATION PROCEDURE

A. If mutual agreement has been reached to reopen negotiations on non-economic provisions, any such supplementary agreement reached during the term of this Agreement shall be made a part of it.

B. Any Agreement so negotiated shall be reduced to writing and signed by the authorized representatives of the Hospital and the Union. The Hospital and all members of the bargaining unit shall abide by the Agreement.

C. Impasse Situation - If the parties hereto reach an impasse in any contract negotiations and are unable to reach agreement, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended, may be followed by either party.

#### ARTICLE VII

##### CONFERENCES

###### A. Employee Relations Meetings

Regular employee relations meetings for the discussion of important matters will be held on the first Thursday of each month or a mutually agreed upon date.

Such meetings will be attended by at least two (2), but not more than three (3) representatives of the Union employed by the Hospital, at least one (1) of whom shall be a member of the Negotiating Committee.

At least twenty-four (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 spent in such meetings. These meetings may be attended by a non-employee representative of the Union.

B. Special Conferences

1. Special conferences for important matters that may arise between such regular employee relations meetings may be arranged between the negotiating committee chairman, or his designated representative from the negotiating committee, and the Director of the Hospital, or his designated representatives. The same rules apply to special conferences as outlined above for regular employee relations meetings.
2. The above Union members may meet at a place designated by the appropriate Hospital officials for at least one-half ( $\frac{1}{2}$ ) hour immediately preceding employee relations meetings and special conferences.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Statement of Purpose

1. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise concerning the interpretation of this agreement or any disturbance of normal operations.
2. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees. Both parties agree that proceedings under this article shall be kept as informal and confidential as may be appropriate.

B. Definitions

1. "Grievance" shall mean a complaint by an employee or a group of employees based upon an event, condition or circumstance under which he or they work, allegedly caused by a

violation, misinterpretation or inequitable application of established policy or any provision of this Agreement, and which has been submitted within ten (10) days following the knowledge of the occurrence by the employee, or the Union, as the case may be. However, in no case shall claims involving wages be valid for more than thirty (30) days retroactively from the date the grievance is first filed.

2. Time limits defined are to be considered as maximum, but may be extended by mutual consent, and the term "days" shall mean calendar days.

#### C. Steps in the Grievance Procedure

##### STEP ONE

- a. An employee with a grievance shall first discuss it with his immediate supervisor either individually or with his Grievance Committeeman, to try to resolve the matter informally.
- b. If the grievance is not satisfactorily resolved by the Supervisor's answer at Step One (a) the Grievance Committeeman shall submit it in writing within three (3) days of the conclusion of Step One (a) on the grievance form and the Grievance Committeeman shall present it to the immediate supervisor who shall submit a written answer to the Grievance Committeeman within three (3) days. If the immediate supervisor and the Department Head mentioned below are the same person, the written grievance shall be filed at Step Two.

##### STEP TWO

If the Supervisor's written answer is not satisfactory, the Grievance Committee member may file it with the appropriate Department Head, or his designate, within seven (7) days from the date it is returned at Step One. When so filed, a meeting between the Grievance Committee member and the Department Head or his designate will be held to discuss the grievance within seven (7) days from the date the grievance is submitted to the Department Head. The grievant may attend that meeting if requested by either party. The Department Head shall submit his answer to the grievance in writing on the grievance form and return it to the person who filed it within seven (7) days after that meeting.

### STEP THREE

If the grievance is not resolved at Step Two, the Chairman of the Grievance Committee or his representative may submit the grievance to the Director of the Hospital or his designate within seven (7) days from the date it is returned at Step Two. A meeting between not more than two (2) members of the Grievance Committee, one of whom should be the Chairman, and the Director of the Hospital and/or his designated representatives, will be held to discuss the grievance within seven (7) days from the date the grievance is filed at Step Three. The Hospital Director or his representative shall submit his written answer to the Chairman of the Grievance Committee within seven (7) days following the meeting.

### STEP FOUR

- a. Appeals - Any grievance which is unresolved at Step Three of the grievance procedure may be submitted to a grievance umpire, or to the Civil Service Commission, if the case is the type on which either is empowered to rule. Appeals shall be invoked by written notice to the Employer or the Union within thirty (30) days after the grievance is answered at Step Three.
- b. The Union and the Employer shall select an umpire by mutual agreement, and he shall serve for the duration of this contract.
- c. Powers of an Umpire - The Umpire shall be empowered to hear, investigate, and decide any difference between the parties which arises in connection with the interpretation, enforcement and application of the provisions of this Agreement subject to the limitations stated below. The umpire shall have full discretion to uphold or rescind or modify disciplinary measures imposed by the Employer. The umpire shall have no power to:
  1. Add to, subtract from, or otherwise modify any of the provisions of this Agreement.

2. Establish or modify any salary rate or plan.

The umpire may conduct such investigations as may be considered appropriate. At the appeal hearing each party shall have the option of presenting witnesses to matters ruled advisable by the umpire and such witnesses may be cross-examined by the umpire or the opposing party.

d. Umpire's Decision - There shall be no appeal from an umpire's decision, if made in accordance with his jurisdiction and authority under this Agreement. It shall be final and binding on the Union, on all bargaining unit employees and on the Employer. It shall be stipulated in the request for appeal that a decision is desired within fifteen (15) days after the hearing.

e. Fees and expenses - The fees and expenses of the umpire shall be shared equally by both parties. All other expenses related to the appeal process, including any expenses incurred by calling witnesses shall be borne by the party incurring such expenses.

f. The umpire'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. In the event either party desires more than the basic findings of the Umpire, such as a transcript or a detailed opinion, the cost shall be borne by the party making the request.

#### ARTICLE IX

#### SALARIES

A. The parties agree that the salary schedule for employees in this bargaining unit shall be as set forth in the Hurley Hospital Pay Schedule attached hereto and made part of this Agreement. The salary schedule is based upon an eight (8) hour work day with ten (10) such work days during a fourteen (14) day pay period.

B. The standard shift shall consist of not more than eight and one-half (8½) hours consecutive in a twenty four (24) hour period, including an unpaid lunch period of one-half (½) hour and two (2) paid fifteen (15) minute rest periods.

- C. The salary schedules establish the salaries of employees working on a day shift. Each employee who works a majority of hours between 3:00 P.M. and 11:00 P.M. shall be entitled to additional remuneration over that set forth in the Salary Schedule, at the rate of 6.5 per cent per hour for the time worked during such shift. The third shift differential will be eight (8) per cent for employees who work on the third shift.
- D. One and one-half ( $1\frac{1}{2}$ ) times the base rate will be paid for all hours worked over eight (8) in any twenty-four (24) hour period and for all hours worked over eighty (80) during a fourteen (14) day pay period.
- E. Employees who are called in to work on their scheduled day off shall be paid one and one-half ( $1\frac{1}{2}$ ) times their regular rate.
- F. Both overtime and holiday rates shall not be paid for the same hours worked so that premium payments are not duplicated in such cases.
- G. Employees will normally be assigned to a regular shift and regular days off.
- H. If any employee is scheduled to work more than seven (7) consecutive days in a fourteen (14) day period, any additional consecutive days worked thereafter shall be paid at one and one-half ( $1\frac{1}{2}$ ) times the base rate except in an emergency or by the mutual consent of the employee; provided, however, that such premium pay shall be limited to seven (7) days.
- I. Overtime hours shall be divided as equally as possible among employees working in the same classification. Employees who refuse overtime assignments shall be charged with the appropriate number of hours as though they had worked. In cases of emergency, overtime may be mandatory.
- J. Emergency Call-In
1. 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.
  2. 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.

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

K. 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.

#### ARTICLE X

##### HEALTH PROGRAM

###### A. Immunizations

1. The Hospital shall provide each employee with the opportunity of obtaining the following immunizations without charge:

- a. Small pox vaccination
- b. Tetanus toxoid series or booster
- c. Influenza immunization
- d. Diphtheria series or booster
- e. Polio series or booster

B. Illness on Duty - Emergency treatment for an employee who becomes ill while on duty shall be provided by the Hospital without charge to the employee except for those items which are covered by his Blue Cross/Blue Shield Insurance.

#### ARTICLE XI

##### VACATIONS

A. Vacations for employees employed by Hurley Hospital shall be computed on the basis of time worked each fiscal year; a fiscal year is defined as commencing the first of July and ending the following June 30. Employees must have completed one full year of service before vacation accrual is granted.

B. Vacation leave shall be computed and accrued on the basis of the fiscal year and for consecutive service. Consecutive service for purposes of administration of this provision shall mean employment uninterrupted by resignation or discharge, provided that employees shall not receive credit for purpose of determination of eligibility for vacation leave for absence without pay of two calendar weeks or longer. A fiscal year vacation shall accrue on the following basis:

| <u>Year of Service</u> | <u>Days Accrued</u> | <u>Per Hours Worked</u> | <u>Maximum No. Of Days Per Calendar Year</u> | <u>Maximum Accumulation Days</u> |
|------------------------|---------------------|-------------------------|--|----------------------------------|
| Less than 5            | .92                 | 173                     | 11   | 22                               |
| 5 thru 9               | 1.33                | 173                     | 16   | 32                               |
| 10                     | 1.42                | 173                     | 17   | 34                               |
| 11                     | 1.50                | 173                     | 18   | 36                               |
| 12                     | 1.59                | 173                     | 19   | 38                               |
| 13                     | 1.67                | 173                     | 20   | 40                               |
| 14                     | 1.75                | 173                     | 21   | 42                               |
| 15 and over            | 1.84                | 173                     | 22   | 44                               |

On July 1st of the year following completion of the fifth, tenth, eleventh, twelfth, thirteenth, fourteenth, and fifteenth year of consecutive service, vacation leave shall be credited as having accrued on the above basis for the entire preceding fiscal year.

C. In the event the employee suffers a compensable injury or illness and is therefore unable to use his accumulated vacation time, such vacation time may be retained as accumulated and used in accordance with this Article, Paragraph I.

D. Vacations may be taken at any time during the fiscal year with the approval of the Hospital.

E. An employee whose vacation period contains a holiday shall have one day added to his vacation, or may schedule one vacation day at a subsequent time.



F. If an employee makes a request to take a vacation prior to July 1st and the Hospital approves the vacation, the amount of vacation 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 1st, may anticipate maximum vacation time; if taken prior to July 1st, the Hospital will give that employee additional pay on the first pay day following July 1st 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 as of July 1st.

G. An employee who is on leave of absence because of illness and has exhausted his sick leave accumulation shall have the option of either going on leave of absence without pay or using his currently earned vacation days for the remaining period when he is off ill.

H. If an employee's service with the Hospital is terminated at any time after he has completed one year of service, or if he enters the armed forces of the United States regardless of his length of service, he shall receive vacation pay accumulated up to the date of termination. In case of his death, the proportionate share of his unused vacation pay will be paid to the employee's estate.

I. Whenever possible, vacations will be scheduled in advance and will normally be scheduled in accordance with the employee's request. Conflicts in schedules shall be resolved on a seniority basis except that this right must be exercised at least one month in advance. However, the Hospital reserves the right to approve vacation schedules in accordance with the needs of the Hospital and patient care.

J. If a regularly scheduled pay-day falls during an employee's vacation, he may receive his check in advance before going on vacation.

ARTICLE XII

HOLIDAYS

A. Regular Holidays observed by the Hospital are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

1. Each full time employee will be paid for each of the above listed holidays at his regular straight time rate of pay provided that he has worked on his last scheduled working day prior to the holiday and his next scheduled working day after the holiday or has had his absence for either or both of such days excused by the Hospital.
2. Each employee who is required to work on a regular holiday shall be paid at the rate of one and one-half times his regular rate of pay for hours actually worked.
3. If a regular holiday falls on an employee's scheduled day off, then that day shall be the employee's regular holiday and another day off may be assigned, if mutually agreed between the employee and his supervisor.

B. Special holidays observed by the Hospital are the day before Christmas, the day before New Year's, the employee's birthday and the day after Thanksgiving.

1. Full time employees who are not scheduled to work on a special holiday shall be paid for such holiday or at the employee's discretion be entitled to a compensatory day off with pay at their regular straight time rate of pay for such special holiday. Such compensatory days off shall be scheduled by mutual agreement between the Department Head and the employee.
2. A full time employee who is scheduled to work, or who works on a special holiday at his request, shall receive his regular rate of pay for the hours worked and an equal amount of compensatory time off with pay. Such compensatory time is not to exceed eight (8) hours as scheduled by the Department Head within four (4) weeks of the Holiday.

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

#### C. General Provisions

1. An employee who is scheduled to work on a regular or special holiday but who fails to report for work shall not be entitled to any holiday pay or compensatory time off, unless his absence is excused by the Hospital.
2. In all cases where benefits are received under this Article, the hours worked on a regular holiday shall not be considered in computing any further overtime pay.
3. When a holiday falls within an employee's vacation period, or during an approved leave of absence with pay, he will be paid for that holiday in lieu of his vacation pay or leave of absence pay for that day. If on vacation, he may have one additional day added to his vacation upon his request.
4. Full time employees in continuous operations shall, if necessary, be scheduled to work either Christmas or New Year's and shall, if necessary, be scheduled to work either Memorial Day or the 4th of July and shall, if necessary, be scheduled to work either Labor day or Thanksgiving.
5. If any regular holiday falls on an employee's scheduled day off, such day shall be paid as a holiday and another day off may be scheduled at the mutual convenience of the appropriate Department Head and the employee.
6. All work performed shall be considered as accomplished on the date during which the majority of hours are worked.
7. An employee who separates from the service of the Hospital prior to the completion of six months of service credit and who has received holiday pay or compensatory time off in lieu thereof, shall have deducted from his separation pay an amount equal to that previously received as holiday pay or compensatory time off in lieu thereof.

ARTICLE XIII  
LEAVES OF ABSENCE

A. Sick Leave

1. Each full time employee shall accumulate sick leave at the rate of one (1) day of "sick leave" for each 173 hours of credited service but not to exceed twelve (12) days per year. Such sick leave may accumulate without limitation.
2. No sick leave shall be credited during the probationary period, but at the end of the probationary period the employee will be given credit for sick days earned and will thereafter earn additional credit as described above.
3. Sick leave shall be paid at the employee's regular rate of pay at the time the sick leave is used.
4. Payment for sick leave shall only be paid for the time lost for which the employee normally would have been required to work and for which he would have been paid.
5. In addition each employee shall be entitled to three (3) paid personal business days per year to be charged to sick leave if the employee has an accumulation of at least six (6) sick days. Upon reasonable written notice such personal business days may be utilized for matters of importance to the employee excluding recreational or vacation purposes.
6. Employees are expected to use sick leave only for the purpose herein provided. An employee who becomes ill or is injured and who expects to be off work so as to use his paid sick time should notify the appropriate office as promptly as practical under the circumstances. Such notice should in all cases except extreme emergency be given in advance of the start of the employee's scheduled work shift, one-half ( $\frac{1}{2}$ ) hour on first shift; one and one-half ( $1\frac{1}{2}$ ) hours on second shift and at least three (3) hours on third shift.

7. If an employee becomes seriously ill or injured during his vacation he may at his option and upon submitting medical verification complete his vacation time before using his paid sick time credit or may suspend his vacation and begin to use his paid sick time thereafter. In such circumstances the employee should immediately notify the office, unless his condition prevents him from doing so.
8.
  - a. When an employee is on sick leave which extends beyond the time when he has exhausted his sick leave accumulation, he may, in his discretion, have such additional days charged against his vacation days then accrued or take a leave without pay for the remaining period of that illness, upon his written request to his Department Head.
  - b. A leave of absence without pay because of illness following the exhaustion of an employee's accrued sick leave may be granted for a period up to one (1) year without loss of employment status or any benefits accrued at the date of commencement of leave. Said request shall be accompanied by a physician's certification as to the necessity of the requested leave.
9. Sick leave for an employee who works less than his regularly scheduled shift as a result of an illness shall be computed as follows:
  - a. If he discontinues work before having worked two (2) hours, sick leave for the entire day is granted.
  - b. If he works more than two (2) hours but less than six (6) hours before discontinuing work as a result of illness, he will receive regular pay for four hours and sick leave pay for the remaining four hours of that day.
  - c. Sick leave pay granted after the employee works six (6) hours or more shall be made at the discretion of the department head.
10. Employees will not be required to obtain a physician's certificate for sick days unless an illness extends for more than three (3) consecutive days; provided, that the Hospital may require a physician's certificate in cases of repetitive absences following proper notification to the individual employee.

11. Paid sick leave will be granted for emergency visits to a physician or dentist which is required because of symptoms that arose on the same day the appointment was made or the day immediately prior thereto. The Hospital may request verification of such visits.
12. Employees who use all available sick leave will be kept on the employment list for twelve (12) additional months, at which time they will be placed on the top of the eligibility list for their respective classifications for an additional twelve (12) months, and will be re-employed when the first vacancy is filled, in the employee's classification.
13. 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.
14. 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 the 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 in the terminal check.

#### B. Personal Leave of Absence

1. Personal leave of absence without pay for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the Hospital upon written application by the employee.

a. When a personal leave of absence under this provision is granted for a period of not more than six (6) months, the individual shall be entitled at the termination of such leave to be re-employed in the same position he held at the time the leave was granted.

b. When a personal leave is granted for a period of more than six (6) months, the employee's position will not automatically be held open for him. If his position is not to be held open he shall be so advised at the time the determination is made. The employee shall be entitled to be re-employed in his original position if he is able to return within one week of the notification. If the employee is unable to return at that time, he will be re-employed when a position is available at the level and type of position previously held if he has notified the Hospital in writing of his desire to return; or in such other position and level in which there may then be an opening.

c. A personal leave may be extended to a maximum of two (2) years if requested in writing.

2. The employee shall when personal leave is granted keep the Hospital informed of any change in his status or conditions causing the employee to request leave.

C. Emergency and Bereavement - Leave with pay of not more than three (3) days plus not more than two (2) days travel time may be granted for death in the employee's immediate family or for any other situation considered an emergency by the employee's department head who shall allow the application for the leave in accordance with this paragraph. Immediate family shall be defined to include Parents, Grandparents, Grandchildren, Husband, Wife, Children, Step-Children, Brother, Sister, Step-Brother, Step-Sister, or in-laws in the same relationship, or other relatives living in the employee's home. Employees 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. Total paid leave as outlined in this paragraph shall not exceed a total of five (5) working days. Emergency leave may be supplemented by use of vacation leave as elsewhere provided.

D. Pregnancy Leave

1. 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.

2. 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.

3. Vacations, Holidays, Sick Leave and other fringe benefits shall not accumulate during such layoff. 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.

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

5. Adoption shall be handled as a pregnancy leave.

#### E. Military Service Leave

1. 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.

## 2. Veterans Rights

a. An employee who has been in the Armed Services, for not more than the maximum time allowed by State Law, or 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. 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 Hospital, 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.

F. Education Leave - Upon written application, an employee may be granted a leave of absence to pursue a full time educational program in a field related to his employment until completion of his program without the loss of employment status or accrued benefits provided, however, that the length of the time of educational leave shall not be more than two (2) years. Requests for extension of leave beyond two (2) years will be reviewed by a committee of four (4) members, two (2) of which shall be selected by the Bargaining Unit.

G. Union Business Leave

1. An employee who is selected or elected by the Union for official Union business that will require absence from work, shall be granted a leave of absence without pay and loss of status for one (1) year and said leave may be renewed upon request.

2. One (1) delegate selected by the Union, and employed by the Hospital, shall be granted leave with pay to attend official meetings, other than conventions, called by the International A.F.S.C.M.E. Such meetings shall be limited to not more than forty (40) hours pay in any one fiscal year. The name of the delegate, together with the time, date, place and purpose of such meeting shall be submitted to the Personnel Director of the Hospital by the Union at least ten (10) days prior to the date of such meetings.

3. Leaves without pay will be granted for delegates to attend Union conventions or other official meetings. Upon his request the employee may use accumulated vacation leave for such purposes. At least ten (10) days advance notice of such meetings is to be given to the employee's Personnel Director of the Hospital.

4. Any officers of the Union or any delegates certified by the Union to any union activity necessitating a leave of absence shall be granted such leave without pay for a minimum of four (4) hours; however, upon his request the employee may use accumulated vacation leave for such purposes. 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.

#### ARTICLE XIV

##### WORKMENS COMPENSATION AND SUPPLEMENTAL PAY

- A. The Hospital shall provide coverage for all employees under the Michigan Workmen's Compensation Act.
- B. An employee who is injured and draws Workmen's Compensation as a result of his employment by Hurley Hospital will, except where the injury is due to the gross negligence of the employee, receive from the Hospital a supplemental payment equal to the difference between the weekly Workmen's Compensation received and his normal take home pay. These supplementary payments will be made bi-weekly for time actually lost for not more than twenty six (26) weeks, within a twelve (12) month period following the date of injury.
- C. Supplementary Payments provided for in Paragraph B above shall cease:
1. When the employee returns to work.
  2. If the attending physician certifies that the employee is able to return to work.
  3. If the employee is permanently disabled and receives a disability retirement under the City of Flint Pension Program and/or disability benefits under Social Security.

#### ARTICLE XV

##### JURY DUTY, COURT TIME

- A. 1. An employee who is called for jury duty shall notify his immediate supervisor immediately upon receiving notice of such call.

2. If an employee serves on jury duty during days when he would normally be scheduled to work, the Hospital will provide a jury duty pay supplement to make up the difference between the jury duty earnings and his normal weekly pay check upon his presentation to the Personnel Office a written statement of his jury duty earnings from the proper court official.

B. Court Time - If an employee is subpoenaed in a court proceeding for reasons arising out of his Hospital employment, or if he is required to appear in court as a defendant in proceedings arising out of his Hospital employment, he shall:

1. Receive leave with pay for such attendance if it arises during a period when he is scheduled for work, or
2. Be paid at one and one-half ( $1\frac{1}{2}$ ) times his normal rate of pay for such court time when it occurs during hours when he is not scheduled for work.
3. Any subpoena fees paid by the court to the employee shall be turned in to the Hospital Payroll Office before the above payments will be made.

#### ARTICLE XVI

#### INSURANCE PROGRAM

A. Hospital Medical and Surgical Insurance - The Hospital will provide without charge to each employee who works 30 hours or more per week and his family, Blue Cross/Blue Shield Hospital Medical and Surgical Insurance coverage as provided in the Comprehensive Group Hospital Preferred Benefits (MVF 1) for full family ward coverage with a \$2.00 Co-pay prescription rider. The Blue Cross option must be exercised within thirty (30) days of an employee's date of hire or during the annual enrollment period. Changes such as marriage, death, birth, divorce, etc., should be reported to the Personnel Office within thirty (30) days of the effective date of change.

B. Discount Policy

1. Employees who do not elect Blue Cross coverage shall receive the Hospital discount policy. The Hospital will provide a discount on Hospital in-patient charges for the employee, the employee's spouse and dependent minor children and any other dependent person living in the employee's household, in an amount which is or would be equal to any in-patient charges not covered by Blue Cross/Blue Shield MVF 1 coverage described above.

The Hospital will provide a similar discount for out-patient services, which will be limited to not more than fifty (50) per cent of the total charge.

2. Employees requesting a discount for out-patient service, other than emergency service, should obtain a Discount Certificate from the Personnel Office prior to such 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.

C. Life Insurance

1. The Hospital shall provide to each full time employee without charge, life insurance and dismemberment coverage in the amount of \$6,000.00 with double indemnity coverage in the event of accidental death.
2. The Hospital will make available to the employee the opportunity to secure additional life insurance in an amount up to an additional \$4,500.00 at the employee's own expense and will make payroll deduction for payment of these premiums upon the employee's authorization.

D. Liability Coverage - The Hospital shall provide liability coverage for all employees working in the Hospital 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 in writing.

E. Retirement Program - Employees in the bargaining unit shall be participants in the Retirement Program of the City of Flint, and the Ordinance which establishes that Program, including amendments through March 20, 1972, is made a part of this contract.

Employees may have their Hospital Blue Cross/Blue Shield policies transferred to the Group Blue Cross/Blue Shield contract administered by the Retirement Office of the City of Flint and have the monthly premium therefore deducted from their monthly pension check.

F. Deferred Compensation Plan - Employees may participate in a deferred compensation plan initiated by the Hospital.

ARTICLE XVII

EDUCATIONAL COURSES

A. If a full time employee desires to enroll in one or more courses at an accredited educational institution in a field related to his employment, which the Department Head and the Hospital Administration agree would aid him in the practice and performance of his services at the Hospital and will contribute to his professional growth, may submit in advance of commencing such course or courses, a letter of application to the Director for reimbursement of the cost of his tuition, books, and supplies.

B. The letter of application shall list the course or courses to be taken by title and course number along with a short description of the course content and the name of the educational institution, and the cost thereof.

C. Upon proof of satisfactory completion of the course or courses and of the amount expended for tuition and books, the employee shall be reimbursed for such expenses up to \$150.00 per year; provided, however, that the employee agrees in writing to remain a full time employee for a period of one year following completion of the course, and likewise agrees that if he leaves the Hospital's employment before the one (1) year period he will repay the education course reimbursement to the extent of one twelfth (1/12) of such sum for each month he is short of meeting the one year requirement.

ARTICLE XVIII

SAVINGS CLAUSE

Should any provision of this Agreement be determined to be in conflict with the Constitutions of the United States or the State of Michigan or the laws of the United States or the State of Michigan, that provision shall be null and void and the remaining provisions shall remain in full force and effect, and negotiations will be entered into promptly to replace that provision which was in conflict.

ARTICLE XIX

MAINTENANCE OF BENEFITS

Except for specific provisions made elsewhere in this Agreement, all privileges and benefits will be maintained during the term of this Agreement at not less than the current minimum standard in effect. However, the Hospital reserves the right to cancel or change any precedent by giving fourteen (14) days advance notice to the Union, and the Union reserves the right to grieve the reasonableness of such changes as provided in paragraph C of Article IV of this contract.

ARTICLE XX

PART TIME AND TEMPORARY EMPLOYEES

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

ARTICLE XXI

UNEMPLOYMENT COMPENSATION

Provisions of the Ordinance of the City of Flint establishing unemployment compensation for the employees of the General City and Hurley Hospital are made a part of this contract.

ARTICLE XXII

WITHHOLDING OF SERVICES

A. It is recognized that the needs for care and proper treatment of patients are of paramount importance and that there should be no interference with such care and treatment.

B. Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Union, and the members of the bargaining unit under this Agreement, will not engage in or encourage any strike, sit-down, stay-in, slow-down or other similar action which would interfere with the treatment and welfare of the patients during the term of this agreement.

- C. The Employer shall have the right to discipline or discharge any employee participating in such interferences, and the Union agrees not to oppose such action. It is understood, however, that the Union shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.
- D. The Employer will not lock out any employees during the term of this Agreement.

#### ARTICLE XXIII

##### OTHER PROVISIONS

- A. Employees should report any change 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.
- B. All employees will 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 persons 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 pay checks.
- C. A 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.
- D. A mileage allowance of eight cents (8¢) per mile will be paid to employees using their own automobile for assigned Hospital duties.
- E. The Hospital shall supply each employee a copy of this Agreement.
- F. The Chairman, or his designate, will be a member of the Safety Advisory Committee. The Committee's purpose is to provide a forum for the identification and analysis of safety problems, and to recommend and help implement solutions to such problems.

#### ARTICLE XXIV

##### SENIORITY

- A. Separate Seniority lists will be maintained for full time and for part-time employees.
- B. Seniority is hereby defined as length of continuous employment with Hurley Hospital.



C. Continuous employment shall mean service with the Hospital without interruption or break.

1. The following shall not be considered as breaks in employment; however, during listed absences seniority will be retained but not accrued:

- a. Leaves of absence without pay (other than educational, military, or for union business) which extend for two weeks or more.
- b. Layoff
- c. Suspensions
- d. Non-duty disability retirement
- e. Any unauthorized absence of two weeks or longer which does not result in the employee's separation from service.

2. The following shall not be considered as breaks in employment and seniority shall continue to accrue during such periods of absence. Such additional seniority accrual will be credited only when the employee returns to duty.

- a. Any military leave, as provided by law
- b. Any approved educational leave
- c. Any leave for union business
- d. Periods covered by Workmen's Compensation or duty disability retirement.

D. A full-time employee who transfers to a part-time status, will be credited with 2,080 hours for each year of employment, with 173 hours for each additional month of employment and with eight hours for each additional day of employment and will be placed accordingly on the part-time seniority list in his classification and department. Full-time employees who are transferred to a part-time or other status because of a reduction in the work force shall continue to accrue seniority as though they were still full-time.

E. Upon completion of six months of full-time continuous employment, a seniority date will be established for a part-time employee who transfers to a full-time status. The employee will be credited for one year of service for each 2,080 accumulated hours, for one month for each additional 173 accumulated hours and for one day for each 8 accumulated hours. He will be placed accordingly on the full-time seniority list in his classification and department.

F. Upon successful completion of the required probationary period, an employee who has been promoted will be granted seniority in his new classification in accordance with his total accrued seniority with the Hospital as defined above.

1. An employee who is demoted will be granted seniority in the lower classification in accordance with his total accrued seniority with the Hospital as defined above.
2. Seniority within classification shall be extended only within the following departments of the Hospital:

|                       |                                      |
|-----------------------|--------------------------------------|
| Environmental Service | Fiscal Service                       |
| Professional Service  | Director's Office                    |
| Nursing Service       | Employee and Public Relations Office |
| Nursing School        |                                      |

3. An employee who transfers from one department to another shall be granted seniority in accordance with his total accrued seniority with the Hospital upon completion of six (6) months of satisfactory service in the new department.

G. Employees shall lose all accrued seniority for any of the following reasons:

1. Discharge
2. Resignation not withdrawn before its effective date, including:
  - a. Failure to return to work within a calendar week when recalled from layoff.
  - b. Failure to return to work within three (3) days of expiration of an approved leave of absence (three (3) months in the case of a military leave) unless an extension of the leave has been authorized;
3. Retirement
4. Layoff for more than two (2) years or length of service whichever is greater

## LAYOFF POLICY

1. An employee may be laid off by the hospital when there is a lack of work or funds or for other justifiable and legitimate reasons. The appointing authority shall have the responsibility and authority to determine in which classifications and departments layoffs will be made.
2. Layoffs within classification and department shall be made in reverse order of total accrued seniority. Recalls shall be made in order of total accrued seniority within classification and department. Names of employees who are laid off shall be placed on a re-call list for the appropriate classification and department. Names shall remain on the appropriate list for two (2) years from the effective date of the layoff. No new employees may be hired if a recall list exists for the classification. Employees on layoff from one department will be referred for vacancies for which they possess basic requirements in other departments. Such employees will be given a reasonable period of time (usually six (6) months) for on-the-job training and development of specific skills and/or knowledge. If such employees are available for referral, no new applicant shall be employed from outside the hospital.
3. If an employee is to be laid off from a higher classification within a department, the employee will be demoted and any other employee with lesser seniority in the lower classification shall be laid off first.
4. Layoffs within classification and department will be made in the following order:
  - (a) Temporary or emergency employees
  - (b) Provisional employees
  - (c) Seasonal employees
  - (d) Part-time employees
  - (e) Full-time employees
5. Names of probationary employees who are laid off shall be returned to the Civil Service eligibility list from which they were certified.

## Hurley Hospital Compensation Schedule

Personnel Office  
July 1972

## Basic Rates

Local 1973, A.F.S.C.M.E.  
AFL-CIO

| <u>Occupational Level</u> | <u>Base</u> | <u>1st 6 Months</u> | <u>2nd 6 Months</u> | <u>2nd Year</u> | <u>3rd Year</u> | <u>4th Year</u> | <u>5th Year</u> | <u>11th thru 15th Year</u> | <u>16th thru 20th Year</u> | <u>21st Yr. and Over</u> |
|---------------------------|-------------|---------------------|---------------------|-----------------|-----------------|-----------------|-----------------|----------------------------|----------------------------|--------------------------|
| 8                         | H           | 3.526               | 3.597               | 3.661           | 3.792           | 3.923           | 4.056           | 4.137                      | 4.218                      | 4.333                    |
| 9                         | H           | 3.622               | 3.694               | 3.762           | 3.902           | 4.036           | 4.177           | 4.260                      | 4.344                      | 4.462                    |
| 12                        | H           | 3.901               | 3.976               | 4.057           | 4.210           | 4.367           | 4.523           | 4.614                      | 4.713                      | 4.841                    |
| 14                        | H           | 4.093               | 4.170               | 4.254           | 4.423           | 4.590           | 4.758           | 4.854                      | 4.960                      | 5.101                    |
| 16                        | H           | 4.283               | 4.372               | 4.462           | 4.647           | 4.819           | 4.999           | 5.106                      | 5.217                      | 5.374                    |
| 18                        | H           | 4.496               | 4.596               | 4.691           | 4.881           | 5.078           | 5.268           | 5.385                      | 5.504                      | 5.666                    |
| 19                        | H           | 4.829               | 4.927               | 5.029           | 5.229           | 5.431           | 5.633           | 5.750                      | 5.876                      | 6.044                    |
| 20                        | H           | 4.965               | 5.059               | 5.165           | 5.378           | 5.585           | 5.799           | 5.915                      | 6.051                      | 6.223                    |
| 21                        | H           | 5.116               | 5.219               | 5.327           | 5.545           | 5.765           | 5.983           | 6.112                      | 6.248                      | 6.411                    |
| 22                        | H           | 5.266               | 5.378               | 5.491           | 5.715           | 5.944           | 6.168           | 6.308                      | 6.448                      | 6.599                    |

Pay will be increased 5% on 7-1-73. If any improved pension provision is negotiated between the parties, the cost of such an improvement will be part of the preceding 5% increase.

ARTICLE XXV

TERM OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 1972 and shall continue in operation and effect until June 30, 1974. If either party hereto desires to terminate, modify, or amend this Agreement, it shall, at least ninety (90) days prior to June 30, 1974 give notice in writing to the Employer or to the Union as the case may be of its intention to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in operation and effect subject to termination or modification, thereafter by either party upon sixty (60) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 18th day of August, 1972.

Local 1973, Council 29, A.F.S.C.M.E.

Walter J. Batts  
Ralph B. Clement  
Jack R. Johnson

Hurley Hospital

Robert C. White  
James Woodard  
Pharis Letross

SUPPLEMENTAL AGREEMENT

BETWEEN

HURLEY HOSPITAL, THE EMPLOYER AND

Local 1973, A. F. S. C. & M. E.

It is agreed between the parties that the following shift preference statement is made part of the Contract between the parties effective September 27, 1972.

SHIFT PREFERENCE:

The Employer will follow a seniority principle relative to shift assignment when efficiency is not impaired and within the various departments and divisions. Employees shall submit, in writing, their shift preference to their departmental office by December 1 of each year. Such shift assignment will be effective on the first Monday of a new pay period, on or following January 1 of each year, whenever possible or as soon there-after as the employee can be granted such shift assignment.

A request for any shift change will be submitted in writing to the departmental office. Shift changes may be made by mutual agreement between employees, with the approval of the Department Head, or may be made by mutual agreement between employees and their immediate supervisor, if they work in the same division or unit. The Hospital reserves the right to assign an employee to a specific shift for just cause.

For the Union

Wale J. Bote  
Ralph B. Clement  
Jack Johnson

For the Hospital

Robert E. White  
Ben Woodard  
Louis Sotress