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June 30, 1976

AGREEMENT

Between

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

and

CHAPTER B, LOCAL 1603, AFFILIATED WITH COUNCIL
29, AND CHARTERED BY THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

73-76

Flint, Hurley Hospital
(Flint)

Hurley Hospital
Personnel Office
6th. Ave. e Begole St.
Flint, Mich. 48502

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CHAPTER B, LOCAL 1603, AFFILIATED WITH COUNCIL
29, AND CHARTERED BY THE 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 Chapter B, Local 1603, Affiliated with Council 29, and Chartered by American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union or the Local Union.

The Parties agree as follows:

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 I. RIGHTS, RESPONSIBILITIES AND PROCEDURES

ARTICLE I. RECOGNITION. EMPLOYEES COVERED.

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 sole 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, as follows excluding all others:

Nuclear Medical Technologist
Pulmonary Functions Technician
Histology Technician
Junior Medical Technologist
Radiology Technologist
Registered Radiology Technologist
Inhalation Therapist
Laboratory Technician

If a new classification is created in the technological series, inclusion of the new classification in this bargaining unit will be subject for a special conference.

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.

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

ARTICLE 1. (CONTINUED)

D. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto.

ARTICLE 2. PLEDGE AGAINST DISCRIMINATION AND COERCION

A. 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.

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

C. 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.

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

E. 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.

ARTICLE 2. (CONTINUED)

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 the reasons (equipment, manpower, etc.) why the Hospital is contemplating contracting out the work.

ARTICLE 3. MANAGEMENT'S RIGHTS AND RESPONSIBILITIES.

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.

ARTICLE 3. (CONTINUED)

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 the 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).

ARTICLE 4. UNION SECURITY. REQUIREMENT OF UNION MEMBERSHIP

A. Employees covered by this Agreement on September 26, 1969 and who were members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective, but who subsequently become 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 a. a condition of continued employment to become members of the Union for the duration of this Agreement.

D. 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:

ARTICLE 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 Representation" form. Such action to be taken at the time of employment. During the life of

ARTICLE 5. (CONTINUED)

this Agreement and in accordance with the terms of the "Authorization" form, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed said form, as provided by the Union.

B. WHEN DEDUCTIONS BEGIN. Check-Off deductions under all properly executed "Authorization for Representation" forms, as above, shall become effective at the time the application is signed by the Employee and shall be deducted from the second pay of the month and each month thereafter. As regards the Union security clauses and dues check-off, the Union hereby agrees to indemnify and save the Employer harmless from any and all liability that may arise in consequence of application of such clauses. Such indemnity shall include, but not be limited to, reimbursement of any dues, fees, or assessments that the Employer would be ordered to pay back to employees; it shall also include court costs.

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.

ARTICLE 5. (CONTINUED)

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.

ARTICLE 6. SENIORITY

A. The Employer will supply the Unions 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 with the Hospital 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, Peace Corps,

ARTICLE 6. (CONTINUED)

educational programs, and full-time union representation.

C. In the event of a reduction-in-force, temporary, provisional and probationary employees shall be laid off before any regular employee who has completed the probationary period. When need arises for a reduction within the unit, employees shall be laid off in inverse order of their total Hospital seniority and recalled in the order of their total seniority with the Hospital regardless of their full time or part time status. Employees will not be reduced from full time to part time involuntarily. Reductions in force may be made only for justifiable reasons.

D. 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.

ARTICLE 7. UNEMPLOYMENT COMPENSATION.

Unemployment Compensation benefits provided in City of Flint Ordinance No. 1949 shall be increased for members of this Unit to sixty per-cent (60%) of the weekly Compensation therein provided or \$75.00 for any employee having no dependents in addition to himself or for any employee having one dependent in addition to himself, or \$85.00 for any employee having two or more dependents in addition to himself, whichever is the lesser, the percentage or the dollar amount.

ARTICLE 8. UNION REPRESENTATION

A. 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.

B. Employees will be represented by a Bargaining Committee of two (2). The Chapter Chairman shall certify the names of the members or their alternates and any changes in Bargaining Committee membership to the Hospital Personnel Office at least one (1) day prior to the effective date of assuming duties of office. The Bargaining Committee shall not lose pay for time spent in negotiations.

C. There shall be a grievance committee of three (3) Committeemen assigned on the day shift and one (1) committeeman on each of the afternoon and night shifts. Alternate committeemen will be assigned to function in the absence of the regular committeemen.

The Committeemen, during their working hours without loss of time or pay, shall investigate and present grievances to the Employer.

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

ARTICLE 8. (CONTINUED)

The Chairman of the Bargaining 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.

D. The Chairman of the Bargaining 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.

ARTICLE 9. 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 at any time during working hours to conduct business relating to administration of this Agreement. Such representatives shall give advance notice of their desired meeting to the Personnel Office. Such meetings will not be held in normal work areas of the Hospital.

ARTICLE 10. 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. In case the employee is granted a leave of absence as noted in this area such employee shall be entitled to contribute to his respective pension system based on the same rate of pay as when placed on leave status, the Hospital's contribution to be paid by the Union on like basis.

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.

ARTICLE 10. (CONTINUED)

C. 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 two (2) 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. However, no more than two (2) members will be permitted to attend the Bi-Annual Convention without pay.

ARTICLE 11. 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.

ARTICLE II. (CONTINUED)

However, the Union will not post anything derogatory or detrimental to the Hospital, and such material will be signed by either the Grievance Committee Chairman, the Chapter Chairman, or their designates.

ARTICLE 12. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES.

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, the Chapter Chairman or Bargaining Committee Members shall be allowed to transmit communications authorized by the Chapter or its officers to the Employer or his representative and, upon proper notice to the Personnel Department, the Chapter Chairman will be allowed to consult with the Chapter Chairman of 1603-A. Any abuse of the intent of this section shall be subject to joint conference.

ARTICLE 13. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon request of either party. Such meetings shall be attended by at least two (2), but no more than three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be confined to those included in the agenda. Conferences

ARTICLE 13. (CONTINUED)

shall be held between the hours of 9 A.M. and 4 P.M. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

ARTICLE 14. GRIEVANCE PROCEDURE.

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

Step 1. If an Employee feels he has a grievance, he shall request that his supervisor call a Committeeman. The immediate supervisor will arrange for the appropriate Committeeman to come to the unit as soon as possible, and shall allow the Employee and the Committeeman to discuss the grievance privately. The Committeeman shall discuss the grievance with the immediate supervisor; if this is not possible, it will be submitted in written form by the Committeeman to the immediate supervisor. The immediate supervisor will place his written position on the grievance form within two (2) working days and return it to the Committeeman.

Step 2. If the immediate supervisor's answer is not satisfactory, the Committeeman may submit the grievance to the appropriate Department Head or his designate. A meeting of not more than two (2) Committeemen of the Union

ARTICLE 14. (CONTINUED)

and the Department Head and/or his designated representative will be held to discuss the grievance within seven (7) calendar days from the date the grievance is received by the Department Head. The Department Head shall place his disposition of the grievance in writing on the grievance form and return it to the Committeeman within three (3) working days. Time limits expressed in this step are considered maximum. All grievances should be answered as soon as possible.

Step 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 not more than two (2) Committeemen 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 or his designate shall place his disposition of the grievance in writing on the grievance form and shall return it to the Chairman of the Bargaining Committee within seven (7) days.

Step 4. 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.

ARTICLE 14. (CONTINUED)

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.

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.

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.

The expense of the Arbitrator will be shared by both parties. Each party will be responsible for compensating its own witnesses and representatives.

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.

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.

ARTICLE 14. (CONTINUED)

B. The Union may withdraw any single or multiple grievance at any step without prejudice by so notifying the Hospital in writing. If the grievance should be re-activated, any financial liability shall accrue only from a maximum of thirty (30) days prior to such re-activation.

A grievance which has been referred to an Arbitrator may not be withdrawn by either party except by mutual consent.

ARTICLE 15. PROCESSING GRIEVANCES DURING WORKING HOURS.

Grievance Committee members may investigate and process grievances during working hours without loss of pay.

SECTION II. HOURS OF WORK, SCHEDULES AND OVERTIME PROVISIONS.

ARTICLE 16. NORMAL WORK HOURS AND OVERTIME

A. Normal Work Week. 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 (1) twenty-four (24) hour period or anytime in excess of eighty (80) hours during a pay period, as determined in accordance with Section (A) hereof, shall be paid overtime premium pay at the rate of one and one-half (1½) times their

ARTICLE 16. (CONTINUED)

basic rate of compensation for such excess. All work over the normal work week must be approved by the Department Head or his designate before being allowed.

C. A normal work day for full-time Employees shall consist of eight and one-half ($8\frac{1}{2}$) continuous hours including an unpaid lunch period of one-half ($\frac{1}{2}$) hour. Whenever practical the lunch period shall be scheduled at the middle of the shift.

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

E. All Employees shall record their work hours on Hospital time clocks. Employees shall punch only their own time card.

F. Employees shall report any errors they make in punching their time card to their supervisor.

G. 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.

H. New Employees who are processed prior to the date of actually reporting for work shall not be considered on duty during the processing period.

I. Employees who are called in to work on their scheduled days off shall be paid at one and one-half ($1\frac{1}{2}$) 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.

ARTICLE 16. (CONTINUED)

J. Employees who are called in to work on 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 and one-half (1½) 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.

ARTICLE 17. REST PERIODS.

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

ARTICLE 18. REPORTING TIME.

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.

ARTICLE 19. EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among Employees, working within the same service. It shall be the responsibility of each Employee who desires overtime,

ARTICLE 19. (CONTINUED)

to notify the appropriate Department Head of his desire so that his 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 practical.

ARTICLE 20. WORK SCHEDULE.

A. If any Employee is required to work in excess of seven (7) consecutive days in a fourteen (14) day pay period then any consecutive days thereafter during that pay period shall be at premium compensation, except by mutual agreement.

B. All Employees shall be scheduled every other Saturday and Sunday off duty. In the event that any Employee is scheduled on duty for a second consecutive weekend, without mutual agreement between both parties, that weekend work shall be at premium compensation.

ARTICLE 21. 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.

ARTICLE 21. (CONTINUED)

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 stand-by duty shall be paid a bonus of twenty (20) per-cent 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 22. 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 employees. 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.

ARTICLE 22. (CONTINUED)

C. Both overtime and time and one-half for holiday premium 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.

SECTION 22. (CONTINUED)

G. If a regular holiday falls on an employee's regularly 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. An employee who works on a holiday, which would normally have been his day off, will receive pay as provided in A and B above.

ARTICLE 23. SPECIAL HOLIDAYS

A. All full time employees, excepting those covered by subdivision "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 (8) hours, at their normal rate of pay for the following special holidays: 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 (8) 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.

ARTICLE 23. (CONTINUED)

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.

ARTICLE 24. PERSONAL DAYS.

Full time employees shall be entitled to three (3) personal days per fiscal year. Such personal days shall not be cumulative and must be used during the fiscal year. Personal leave days may be used if permission is requested forty-eight (48) hours in advance. Such permission will be granted provided these personal days are not covered in any other leave of absence policies.

Personal leave days under this Article shall only be used Mondays through Fridays.

The Restrictive provisions of this Article will be waived only in case of emergency or unusual/extenuating circumstances.

ARTICLE 25. NIGHT BONUS

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. Third shift employees shall receive a night bonus of 8.0 per-cent.

ARTICLE 26. SHIFT PREFERENCE STATEMENT

The Hospital recognizes the principle that full time Employees 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. Employees should submit, in writing, their shift preference to the Department Head by December 1st or June 1 of each year. Such shift assignment will be effective on the first Monday of a new pay period, on or following January 1st, or July 1 of each year, or if vacancies occur during the calendar year such requests will be granted on the basis of the original request under the conditions outlined above.

Shift changes may be made by mutual agreement between Employees, with the approval of the Department Head.

ARTICLE 27. TRANSFERS, VACANCIES AND NEW POSITIONS.

When openings occur within the bargaining unit, employees desiring to transfer into the job shall make written application for same. Vacancies shall be filled by the senior applicant capable of doing the job.

SECTION III. LEAVE PROVISIONS

ARTICLE 28. 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 recommendation concerning the request for leave of absence of Employees in their department in the space provided on the form "Request for Leave of Absence".

Requests 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.

C. 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 subject to disciplinary action beginning with two (2) weeks without pay to discharge.

ARTICLE 28. (CONTINUED)

D. 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.

E. Employees who are granted a leave of absence for a specified time who wish to return to work before the expiration of the agreed upon leave, shall give the Employer four (4) calendar weeks notice of said return.

ARTICLE 29. VACATIONS.

A. Vacation leaves shall be computed and accrued, for full-time employees, on the basis of the 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. A fiscal year vacation shall accrue on the following basis:

ARTICLE 29. (Continued)

<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. Certain holidays, mentioned in Section 22 hereof, and special holidays mentioned in Section 23 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 the maximum set forth. Any excess shall be forfeited. 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

ARTICLE 29. (CONTINUED)

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 can be granted for a 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 1. 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 maximum earned vacation time with pay as of July 1. If this anticipated maximum vacation time is taken

ARTICLE 29. (CONTINUED)

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 credit earned as of July 1.

G. No vacation leave shall be used during the calendar year in which said leave is being accrued, except for deductions made for lost time in excess of accrued sick leave as set forth in Section 30.

H. No vacation shall be taken or allowance made or paid until an employee shall have worked one (1) 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 the date of employment without regard to whether said employees have worked less or more than one year.

I. An employee may obtain pay for vacation time one (1) 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.

ARTICLE 29. (CONTINUED)

J. Within the discretion of the department head, any employee may be required to take during the calendar year, vacation leave equivalent to one-half ($\frac{1}{2}$) 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.

K. 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.

ARTICLE 30. 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 (1) day of "sick leave" for each 173 hours of credited service, but not to exceed twelve (12) days per calendar year. No sick leave shall accrue while an employee is on leave.

C. Part-time employees who regularly work thirty (30) hours or more per week shall accrue one-half ($\frac{1}{2}$) 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 1,040 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 (3) 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

ARTICLE 30. (CONTINUED)

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 ($\frac{1}{2}$) hour before the start of the morning shift, not less than one and one-half ($1\frac{1}{2}$) hours before the start of an afternoon shift and not less than three (3) 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 (2) hours, sick leave payment for the entire day is granted: and if the employee works two (2) hours but less than six (6) before discontinuing work as a result of illness, that employee receives regular pay for four (4) hours and for the other half ($\frac{1}{2}$) of that day (four (4) hours) receives

ARTICLE 30. (CONTINUED)

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 for six (6) 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 occur 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 six (6) 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

ARTICLE 30. (CONTINUED)

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 sixty (60) days of such accumulated leave plus one-half ($\frac{1}{2}$) day of 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 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 ($\frac{1}{2}$) 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 the start of the fiscal year, subsequent to death.

ARTICLE 31. EMERGENCY AND BEREAVEMENT.

Leave with pay of not more than three (3) days plus not more than two (2) days travel time shall be granted for death in the employee's immediate family or for any other situation considered an emergency by the employee's

ARTICLE 31. (CONTINUED)

department head who shall allow the application for the leave in accordance with this paragraph. Immediate family shall be defined to include Parents, Grandparents, Grand-children, Husband, Wife, Children, Step-Parents, 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.

ARTICLE 32. MATERNITY LEAVE

A. An employee who becomes pregnant shall be entitled to a maternity leave without pay. Such leave may commence at any time after her physician has confirmed pregnancy. Upon confirmation of pregnancy the employee shall notify her supervisor. Permission to continue working shall be granted when requested by the employee and when supported by a physician's statement.

B. (1) An employee will have the right to remain on leave status for not more than two (2) years, beginning from the date she enters such status. The employee on such leave status may not return to work sooner than eight (8) weeks after termination of pregnancy, however, maternity leave shall end three (3) months following termination of her pregnancy after examination by her personal physician and she is reported physically able to work. If, however, further leave due to pregnancy is recommended by her physician, an additional leave of absence may be granted. The employee will be able to return to work in the same job with shift preference and classification held by her before going on such leave, within three (3) months after termination of pregnancy. Two (2) extensions of ninety (90) days may be granted. Otherwise she shall return to work in a similar job in the bargaining unit in the next lower classification, if any, where a vacancy exists until such time as she can be reinstated in her original classification and job.

ARTICLE 32. (CONTINUED)

(2) In cases where pregnancy is terminated by abortion or non-viable birth, or in cases of infant mortality, time limits specified in B.1. above, may be waived upon recommendation of the employee's attending physician.

C. 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 can be made for re-employment and physical examination.

D. Vacations, holidays, sick leave and other fringe benefits shall not accumulate during such leave. However, a Maternity Leave shall not be considered as an interruption of continuous service for the purpose of eligibility for benefits and she may maintain Hospitalization and Insurance coverage during such leave for a maximum of six (6) months and by making proper payments to the Hospital for hospitalization insurance. After return to work the employee shall retain any benefits accrued up to the date of the maternity leave.

E. A Maternity Leave shall not ordinarily be considered as sick leave under the sick leave policy. However, sick leave and/or unemployment compensation may be paid under circumstances as provided by State and/or Federal laws and/or regulations, or proper legal interpretation by an appropriate official.

F. Adoption shall be handled as a Maternity Leave, except for paragraph E above.

ARTICLE 33. MILITARY LEAVE

Whenever an Employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserves, 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.

ARTICLE 34. 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

ARTICLE 34. (CONTINUED)

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 the 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. Such sick leave shall be added to any sick leave they had prior to entering the Armed Services.

C. Returned Veterans of the Armed Services. 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.

ARTICLE 34. (CONTINUED)

D. Probationary Employees who have been in the Armed Services of the United States, under military leave from Hurley 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.

ARTICLE 35. EDUCATIONAL LEAVE

A. Upon written application, an Employee may be granted a leave of absence to pursue a full time educational program in the field in which he is employed for up to two (2) years without the loss of employment status or benefits accrued as of the start of the leave, but not to exceed one (1) year of leave for each two (2) years of service.

B. An employee who successfully pursues the educational program for which the educational leave was granted, shall upon return to his employment, be reinstated to service

ARTICLE 35. (CONTINUED)

without loss of prior longevity or seniority for purposes of his advancement in the salary schedule or eligibility for retirement benefits.

ARTICLE 36. EDUCATIONAL COURSES

A. If a full time employee desires to enroll, while continuing in full time employment, in one or more courses at an accredited educational institution in the field in which employed, or in courses which the appropriate Department Head and the Hospital's Administrator agree would aid him in the practice and performance of services at the Hospital and will contribute to his professional growth, he may submit, in advance of his commencing such course or courses, an application on the Hospital Form to the Hospital for reimbursement of the cost of his 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 employee shall be reimbursed for such expenses up to \$150 per fiscal year, provided, that the employee 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 he leaves the Hospital's employ before completing the six (6) month period, he will repay the education course

ARTICLE 36. (CONTINUED)

payment to the extent of one-sixth (1/6) of such sum for each month he is short of meeting the six (6) month requirement.

C. Part time employees 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.

ARTICLE 37. 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.

ARTICLE 37. (CONTINUED)

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 Employee is called as a witness in a Judicial Proceeding for reasons 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 to work, or,
- (2) Be paid one and one-half (1½) times his normal rate of pay for such court time when it occurs during hours he is not scheduled to work.

SECTION IV. BENEFIT PROVISIONS

ARTICLE 38. 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:

ARTICLE 38. (CONTINUED)

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's Administration.
- (3) Employees working in the Emergency Room, Clinic, Surgery, Intensive Care or Psychiatric Department shall receive a large chest X-R. y and TB screening test, at six (6) month intervals. Employees working in the Isolation Unit shall receive large chest X-Rays every three (3) months and TB screening tests 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 X-Ray and TB screening test shall be provided by the hospital.

ARTICLE 38. (CONTINUED)

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 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.

ARTICLE 38. (CONTINUED)

E. SAFETY

Employees shall conform to applicable safety rules established by the Hospital. When applicable to members of the Union, safety rules published by a State of Michigan Department or Commission or established by State Statute are made part of this Contract.

ARTICLE 39. LIABILITY INSURANCE

The Hospital shall maintain in force a liability coverage for all Employees working in the Hospital covered by this agreement, 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.

ARTICLE 40. RETIREMENT

A. All employees shall be entitled to membership in and benefits of the City of Flint Retirement System as provided in Ordinance #625, April 22, 1946, as amended.

B. During the fiscal year beginning July 1, 1973, the Hospital and the Union will jointly investigate the cost of improvements in the retirement benefits, and, on the basis of the findings, will negotiate any improvements to be effective July 1, 1974.

ARTICLE 41. HOSPITALIZATION AND INSURANCE COVERAGE

A. BLUE CROSS-BLUE SHIELD (MVF-1)

(1) All Employees working thirty (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.

(2) 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. 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.

(3) Employees who work less than thirty (30) hours per week shall receive the Hospital Discount Policy.

(4) This option, between Blue Cross-Blue Shield or the Hospital Discount Policy, may be exercised within (30) days of an Employee's date of hire or during the enrollment

ARTICLE 41. (CONTINUED)

period. Employees who for any reason fail to exercise their right of option will automatically receive the benefit of the Hospital Discount Policy which will continue in accordance with this paragraph.

(5) Employees who are on an authorized leave of absence without pay for more than two (2) 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.

B. COURTESY DISCOUNTS

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

(2) 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, on a contract for ward services with a D and M rider (365 days of coverage) plus the amount paid by Michigan Medical service under a MVF 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 ward benefits outlined in the

ARTICLE 41. (CONTINUED)

Blue Cross-Blue Shield MVF Contract with D and M rider and with ward coverage. The Hospital shall also grant a discount for Out-Patient Hospital service equal to fifty percent (50%) of the Hospital charges for such service, 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.

(3) 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.

(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

ARTICLE 41. (CONTINUED)

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.

ARTICLE 42. 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 (6) months.

D. The City 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.

E. If the Employee returns to duty at a later date, the insurance will be reinstated immediately.

ARTICLE 43. ON THE JOB INJURY AND COMPENSATION

A. Any employee who becomes injured because of the performance of their duties at the Hospital, should report that injury immediately on the Hospital Form. If necessary the Employee should report to the emergency room of the Hospital for necessary first aid or referral to the Hospital's attending trauma physician.

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 (80%) percent 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.

ARTICLE 43. (CONTINUED)

B. WORKMEN'S COMPENSATION PROCEDURE

(1) Employees injured or taken ill in line of duty will be referred to the Emergency Room of Hurley Hospital. Care will be provided by the Hospital Physician. Should the Employee elect to receive care at another hospital and under another physician's supervision, responsibility for provision of his care will be assumed by the individual unless the emergency is of such severity that it could cause undue suffering and/or loss of life or limb unless immediate provision is made for care. In such an event, the earliest possible notification is required in order that expenses may be assumed by the Hospital.

(2) 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.

(3) 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.

ARTICLE 43. (CONTINUED)

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

ARTICLE 43. (CONTINUED)

(9) 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 Employee's 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.

(10) 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.

(11) 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.

ARTICLE 44. PROTECTIVE CLOTHING

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. Employee may use gold bar if purchased by employee.

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 V. CIVIL SERVICE REGULATIONS AND SALARY PROVISIONS

ARTICLE 45. CIVIL SERVICE

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, except as abridged by proper authority.

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.

ARTICLE 46. 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

ARTICLE 46. (CONTINUED)

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.

ARTICLE 47. STEP ADVANCEMENT

A. Employees who are re-hired within two (2) 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 (2) calendar weeks, except as approved in Article 6B.

ARTICLE 48. SALARY AND WAGES

A. Salary and wages shall be paid in accordance with the compensation schedule attached hereto.

B. No employee shall receive compensation for time not expended in Hospital employment except as provided herein. 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 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

ARTICLE 48. (CONTINUED)

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.

ARTICLE 49. COST OF LIVING ADJUSTMENTS

A. A cost of living adjustment, using as an index base, the U.S. Department of Labor 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:

ARTICLE 49. (CONTINUED)

- (1) For the period July 1, 1973, through June 30, 1974, Cost of Living allowance will be paid on the basis of the following formula:

<u>CPI POINT INCREASE</u>	<u>\$ INCREASE</u>
.0 - .2	0.00
.3 - .6	0.01
.7 - .9	0.02
1.0 - 1.2	0.025
1.3 and over	0.03

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 quarter beginning July 1, 1973, and ending September 30, 1973, the index base shall be the quarter beginning April 1, 1973 and ending June 30, 1973 and will be paid by separate check on the first pay day in October 1973.

- (1) For the quarter beginning October 1, 1973, and ending December 31, 1973, the index base shall be the quarter beginning July 1, 1973 and ending September 30, 1973 and will be paid by separate check on the first pay day in January, 1974.

SECTION 49. (CONTINUED)

- (2) For the quarter beginning January 1, 1974, and ending March 31, 1974, the index base shall be the quarter beginning October 1, 1973, and ending December 31, 1973 and will be paid by separate check on the 1st pay day in April, 1974.
- (3) For the quarter beginning April 1, 1974, and ending June 30, 1974, the index base shall be the quarter beginning January 1, 1974, and ending March 31, 1974 and will be paid by separate check on the first pay day in July, 1974.

D. The Cost of Living adjustments shall apply only to those employees with six (6) months or more service at the beginning of the quarter when an increase is paid and on the payroll at that time. Cost of living adjustments will be based on normal work week schedules and based upon straight time hours not to exceed forty (40) hours in any week.

E. On June 30, 1974, a Cost of Living accumulation from the fiscal year July 1, 1973, to June 30, 1974, of not more than .075 will be factored into the base pay. If this Contract extends for a longer period than outlined above, and no change is negotiated, the same terms contained herein shall apply.

ARTICLE 49. (CONTINUED)

F. The adjustment may not exceed .03 per hour in the first quarter paid, .06 per hour in the second quarter paid, .09 per hour in the third quarter paid, .12 per hour in the fourth quarter paid as outlined above.

ARTICLE 50. AUTHORIZED PAYROLL DEDUCTIONS

Employees may authorize the following deductions in their pay checks: Blue Cross, Withholding Tax, Retirement Fund, Savings Bond, Contributions to United Fund, Payment of Union Dues, Credit Union, Hospital Accounts and other deductions as applicable.

ARTICLE 51. LOST AND FOUND ARTICLES

All articles found on Hospital premises shall be turned in to the Admitting Department. The Admitting Department shall maintain a card file on all articles turned in. The card shall be made out by Admitting Personnel, and shall contain the following information: type of article, date, and time found, name and signature of finder, where found, description of article, location of storage, signature of person in Admitting receiving article, and a signature line for the person claiming the article. Articles will be placed in one (1) or two (2) categories: Valuable and Non-valuable. All clothing or other personal belongings left by patients shall be placed in a paper bag with a properly completed clothing sheet stapled thereto. The Public Relations Office shall check with Admitting each day, and shall take non-valuables to the Hospital storeroom and shall take the valuables to the Cashier where these valuables shall be handled in accordance with the policies and procedures established for patient valuables.

ARTICLE 52. FOOD

Employees eating at the Hospital, either their own lunch or food or other refreshment purchased at the Hospital, are required to eat such food in the Hospital Cafeteria. No other areas of the Hospital shall be used as a place to eat any food or other refreshment unless specific exception has been

ARTICLE 52. (CONTINUED)

allowed. Employees are not permitted to consume or take away food belonging to the Hospital except that purchased in the Hospital cafeteria.

SECTION VIII. TERM OF CONTRACT

ARTICLE 53. SUPPLEMENTAL AGREEMENTS

Supplements to this Agreement shall be approved or rejected within a period of fifteen (15) days following the conclusion of their negotiations.

ARTICLE 54. COPIES OF CONTRACTS

The Hospital shall supply each Employee with a copy of this Agreement.

ARTICLE 55. SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such decision the parties agree to negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE 56. TERMINATION

This Agreement shall be effective as of the 1st day of July, 1973 and shall remain in full force and effect until the 30th day of June, 1976. 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, at which time such modifications or changes shall be submitted. This will not preclude the inclusion of other items not submitted that may arise during negotiations. 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 twenty (20) 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 19th day of September, 1973.

FOR THE UNION

David R. Johnson
Paul ...
...

FOR THE EMPLOYER

Ben ...
Robert E. White
P. Davis ...

MEMO OF UNDERSTANDING

August 24, 1973

Agreement between the parties, namely Local 1603B, AFSCME and Hurley Hospital, has been concluded today.

Such conclusions are:

A collective bargaining agreement beginning July 1, 1973, and ending June 30, 1976, including

Increase in hourly wage rate	13 cents	(\$0.13)
Cost-of-living as per agreement of July 27, 1973 (per hour)	7.5 "	(\$0.075)
Increase in personal and vacation days totaling per hour	2.4 "	(\$0.024)
Addition of 5th year pay step to part time pay scale, totaling per hour approximately	.15 cent	(\$0.0015)

The above economics are for the year July 1, 1973, thru June 30, 1974.

Annual economic reopeners are provided for:

July 1, 1974 thru June 30, 1975 - Wages and Fringes

July 1, 1975 thru June 30, 1976 - Wages and Fringes

The above agreement is not all inclusive, but is intended to outline the cost of items.

FOR THE UNION

JACK R. JOHNSON

DAVID COPELAND

SAM W. BLEVINS

FOR THE HOSPITAL

BEN WOODARD

ROBERT E. WHITE