

4/24/71 - 4/19/74

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# AGREEMENT

— *between* —

**AFSC&ME LOCAL 1850**

Affiliated with Council 29 AFL-CIO

— *and* —

**FLINT  
OSTEOPATHIC HOSPITAL**

LABOR AND INDUSTRIAL



RELATIONS LIBRARY

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Michigan State University

*Flint, Osteopathic Hospital*

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# AGREEMENT

— *between* —

**AFSC&ME LOCAL 1850**

Affiliated with Council 29 AFL-CIO

— *and* —

**FLINT  
OSTEOPATHIC HOSPITAL**

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## **AGREEMENT**

This Agreement is made this 24th day of April, 1971, between the Flint Osteopathic Hospital, Inc., of Genesee County, Michigan, hereinafter referred to as the "Employer" and/or "Hospital", and Local Union No. 1850 affiliated with Council #29 and chartered by the American Federation of State, County and Municipal Employees, (AFL-CIO) herein referred to as the "Union". (Note: The headings used in this Agreement and Exhibits neither add to, nor subtract from the meaning, but are references only).

### **ARTICLE 1**

#### **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.

Mutually to recognize that the hospital services are essential to the community and that the public has a legitimate interest in having those services promptly and properly performed.

The Hospital and the Union encourage, to the fullest degree, harmonious and cooperative relationships between the respective representatives at all levels, and among all employees.

### **ARTICLE 2**

#### **RECOGNITION OF THE HOSPITAL'S RIGHT TO MANAGE**

The Union recognizes and agrees that the Hospital retains the sole right to manage and operate the Hospital in all respects and as to all matters in connection with the exercise of such right, subject only to the employee's right to grieve, in accordance to the procedures later



provided in this Agreement, if action taken by the Hospital may be claimed, reasonably and sensibly, to be contrary to a specific limitation, clearly expressed in this agreement, of such right to the Hospital.

All management rights and functions, except those which are clearly and expressly abridged by this agreement, shall remain vested exclusively in the Hospital. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include but are not limited to, (1) full and exclusive control of the management of the Hospital, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish, and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for just cause and otherwise to maintain an orderly, effective and efficient operation.

### **ARTICLE 3**

#### **RECOGNITION OF THE UNION**

##### **Section 1. Employees Covered**

Pursuant to and in accordance with all applicable provisions of Act 176 of the Public Acts

of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, for the term of this Agreement of all employees of the Employer included in the certified bargaining unit described in Appendix A and more specifically described in Appendix B.

But also excluding all "temporary employees". The term "temporary employee" shall mean any individual whose employment is limited in duration up to ninety (90) calendar days or who works on a casual call - in basis or who does not exceed fifteen (15) hours work per week. The hours worked provision shall not apply to an employee who regularly works one (1) eight hour shift per week each and every pay period.

It is the intent of the Hospital to use temporary employees to supplement the regular work force and not replace it. Therefore, no employee in the bargaining unit will be displaced as a result of temporary employees performing any work.

When a temporary employee has not been scheduled for work, he shall not be called to do the work which otherwise would have been performed by an employee in the bargaining unit on an overtime basis by extending his shift.

## **Section 2. Employment Relationship**

- A. The parties hereto mutually recognize that: Each employee in the above defined bargaining unit has an equal right to be represented by the Union; that the Union has a duty to provide representation to each such employee; and, that the Hospital has a duty to bargain on the subject of wages, hours and other terms and conditions of employment which are set forth in this Agreement.

- B. The Hospital will give notice of the principles in paragraph "A" above, of the Union's exclusive representative status set forth in Section 1, above, and of the wages, hours and other terms and conditions of employment which the Union has negotiated, to each employee in the bargaining unit on and after the effective date of this Agreement, by giving each such employee a copy of this Agreement. The Union agrees to print at its cost adequate copies of the Agreement for all bargaining unit employees and Hospital supervisory personnel.

## ARTICLE 4

### UNION SECURITY

Employees who are members of the Union at the effective date of this Agreement, or who subsequently voluntarily join the Union shall remain members or pay the full amount of regular Union dues and assessments of the Union as a condition of employment during the regular term of this Agreement.

Ninety days following the effective date of this Agreement, employees hired after April 25, 1969, must either become members of the Union or pay a service fee equal to 90% of the Union dues.

New employees after completion of the probationary period (90 days full time, 520 hours part time) must either become members of the Union or pay a service fee equal to 90% of the Union dues.

There shall be a fifteen (15) day period (April 5-19 inclusive, 1974) at the end of this Contract in which any member of the Union may revoke his membership by giving notice to the Employer and the Union.

## ARTICLE 5 UNION DUES AND SERVICE FEES

### Section 1. Payment

Union employees may pay the monthly membership dues or service fees by signing the authorization for payroll deduction of dues or service fees form, or may pay the same directly to the Union.

### Section 2. Authorization for Dues Check off

- A. The Employer agrees to deduct from the wages of any employee all Union membership dues or service fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein, provided that the said form shall be executed by the employee. The written authorization for deduction shall remain in full force and effect during the period of this Contract and may only be revoked upon written notice during the period of March 15 to and including March 30 of any year or 15 days prior to termination of employment. The termination notice must be given both to the Employer and the Union.
- B. Dues will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorizes the Hospital to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues.
- C. The Employer agrees effective the first pay of March, 1970, to provide this service without charge to the Union.
- D. Standard Authorization for Payroll Deduction.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO

AUTHORIZATION FOR  
PAYROLL DEDUCTION

Union \_\_\_\_\_

Service Fee \_\_\_\_\_

BY \_\_\_\_\_  
Please print Last Name First Name Middle Name

TO \_\_\_\_\_  
Name of Employer Department

Effective \_\_\_\_\_ I hereby request and  
Date

authorize you to deduct from my earnings each 1st pay period of the month an amount sufficient to provide for the regular payment of the current rate of monthly Union dues or service fees established by AFSC&ME Local Union/Council No. 29. The amount shall be certified by Local Union/Council No. 29 and any change in such amount shall be so certified. The amount deducted shall be paid to the Treasurer of Local Union/Council No. 29, AFSC&ME.

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Zip

E. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The Hospital or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the assignees' last known address. The Hospital and its officers and employees shall be released from all liability to the employee, assignors and to the assignees under such assignments.

If any provision of this Article is invalid under Federal Law, or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State Law or shall be re-negotiated for the purpose of adequate replacement.

## **ARTICLE 6**

### **NO INTERFERENCE**

There shall be no cessation or stoppage of work, boycott, demonstration or lockout during the term of this Contract.

The Employer shall not, during the term of this Contract, assist, recognize or contract with any other labor organization seeking to represent any employees included in the bargaining unit covered by this Contract.

All disputes shall be resolved by recourse to appropriate procedures under this Contract or under the state law where applicable.

## **ARTICLE 7**

### **UNION REPRESENTATION**

#### **Section 1. Bargaining Committee**

It is mutually agreed 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. Employees will be represented by a Bargaining Committee of five (5). The Bargaining Committee will not lose time spent in contract negotiations during scheduled working hours for computation of hours worked.

## **Section 2. Stewards and Alternate Stewards**

A. Employees covered by this Agreement shall be represented by Stewards, the jurisdiction of which is set out below. For each Steward, there shall be an Alternate Steward who shall serve in the absence of the Steward. On the day shift, there shall be one (1) Steward for each of the following work locations by classification:

- 1) Nurse Aide/Unit Clerk  
One Steward assigned to third floor.  
(3.A.B.-3.C.D. and new wing, third and fourth floor.)  
One Steward assigned to second floor  
(2.A.B./C.D. and new wing, second floor.)  
One Steward assigned to first floor  
(1.A.B./C.D., Nursery and new wing first floor.)
- 2) L.P.N.  
One Steward assigned to locations -  
1.A.B./C.D., Nursery, 2.A.B./C.D. including new wing.  
One Steward assigned to locations  
3.A.B./C.D. and new wing third and fourth floors.
- 3) Surgery and Recovery Room. Labor and Delivery.  
One Steward assigned to cover these locations.
- 4) Laboratory, X-Ray, Physical Therapy, Inhalation Therapy.

One Steward assigned to cover these locations.

- 5) Housekeeping and Linen Service.  
One Steward assigned to cover these classifications.
- 6) Maintenance, Storeroom and Print Shop.  
One Steward assigned to cover these locations.

On the afternoon shift there shall be two (2) Stewards whose jurisdiction shall be as follows:

- 1) Nurse Aide and Unit Clerks
- 2) L.P.N. and all other bargaining unit employees regularly assigned to second shift.

Upon completion of expansion, one (1) additional Steward shall be assigned to the second shift.

On the night shift, there shall be one (1) Steward whose jurisdiction shall be shift wide.

Upon completion of expansion, one (1) additional Steward shall be assigned to the third shift.

At the time of his designation, a Steward or Alternate shall have completed his probationary period, and shall be a full time employee usually assigned to the shift he is designated to represent.

- B. The names of Stewards and Alternate Stewards shall be certified to the Hospital by the Union, in writing, promptly after their designation and the Hospital shall not be obliged to meet with Stewards or representatives other than those certified in writing by the Union to the Hospital. The Steward or Alternate from one group shall have no authority as representative or Steward for any employee in any other group, unless there is no Steward



or Alternate available from the aggrieved group.

The Stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer, upon having received permission from their Supervisor to do so. The privilege of such Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances in this Hospital and will not be abused. All Stewards will perform their regularly assigned work at all times except when necessary to leave their work to handle grievances as provided herein.

### **Section 3. Access to the Hospital Premises**

The Employer and the Union agree that approved representatives of the Local, district council or international union shall have reasonable access to the Hospital premises to conduct business relating to administration of this Agreement which shall be limited as follows:

- A. The subject matter of the business to be conducted shall be approved by the Hospital Administrator or his representative.
- B. The approximate time and the date of such a business meeting shall be given to the Hospital Administrator or his representative.
- C. The said approved Union representatives including the local Stewards and officers shall not enter the Hospital except on such approved Union business or as a private citizen in the normal use of the Hospital facilities.

## ARTICLE 8

### SPECIAL CONFERENCES

Special conferences for important matters concerning the administration of this Agreement will be arranged between the Local President of the Union and the Employer, or its designated representative upon request of either party, provided that mutually acceptable arrangements as to the time and place can be made. Such meetings shall be between two representatives of the Employer and two representatives of the Union. Arrangements for each special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in a special conference shall be confined to those included in the agenda. The members of the Union shall not lose pay for time lost in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union. There shall be no more than two such special conferences in any one month unless mutually agreed. The Union representatives may meet at the designated meeting place on the Employer's property for at least one-half hour preceding the conference.

Either side may at its own expense bring to such conference a person or employee who has special knowledge or information regarding the conference subject. Such person shall be present in a resource capacity and shall not participate in discussion or be a member of either team.

In the event it is determined in the Special Conference that a matter under consideration involves negotiation of new contractual matters, or interpretation of intent of a particular clause in the contract, such shall be referred to the respective negotiating teams for consideration, consistent with Article 40.

## ARTICLE 9

### GRIEVANCE PROCEDURE

#### Section 1. Definition of a grievance

A grievance is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement or of conditions of employment. Any grievance filed shall specifically refer to the provision, or provisions, alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

#### Section 2. Procedure

**Step 1. Oral.** An employee having a grievance, as above defined, may present it to the Hospital as follows, and in accordance with the Rules for Grievance Processing which are set forth in this section.

An employee shall promptly notify his immediate supervisor that he has a grievance and give sufficient facts so that the supervisor may ascertain the nature of the grievance. If the employee wishes, he may refrain from discussing it with his immediate supervisor and at that time request representation by his Steward. The employee's supervisor shall, without undue delay, notify the supervisor of the Steward concerning the grievance. The supervisor of the steward shall without undue delay, inform the Steward of the grievance. The Steward shall represent the employee in an oral presentation which shall be scheduled, without undue delay, within the shift, provided the employee's supervisor is on duty otherwise prior to or during the employee's next shift or at the end of either shift if mutually agreeable. Before the joint oral presentation of the grievance, the steward, as his request, shall have the opportunity to discuss the grievance with the employee and/or employees involved, within his district, one at a time, for a reasonable period of time at a place provided by the supervisor.

**Step 2. Written.** If the aggrieved employee does not receive a satisfactory oral answer, or if he does not receive any answer, the grievance shall be reduced to writing, and submitted to the immediate supervisor for a written answer within two (2) mutual working days, provided the grievance has been properly submitted within the fifteen (15) calendar day period following the day on which he had knowledge of the facts giving rise to his grievance. If the aggrieved employee wishes assistance in reducing his grievance to writing, he shall request his immediate supervisor to call his Steward. In such a case, the Steward shall be called without undue delay and arrangements made for a place and time to reduce the grievance to writing. The Steward shall at all times be called or notified of his need to represent an employee through the supervisors of both the employee and the Steward.

**Step 3.** If the aggrieved employee or his Steward does not receive a satisfactory answer within two (2) mutual working days following the day the employee's written grievance was submitted, to his immediate supervisor, the Union may within seven (7) calendar days submit the written grievance to the department head. Upon receipt of the written grievance, the department head shall set a place and time during working hours within the next seven (7) calendar day period for a hearing of the grievance with the aggrieved employee, the Chairman of the Bargaining Committee or the Union President or his designated representative. The department head shall give a written answer within seven (7) calendar days following the hearing.

**Step 3a.** At any time prior to the start of Step 4, the Union may withdraw a grievance without prejudice or management may settle a grievance without precedent, and it is as if the grievance were never filed.

**Step 4.** If the aggrieved employee or the Union does not receive a satisfactory answer within the seven (7) calendar day period following the hearing, the Union may submit the written grievance to the Hospital Administrator or his designated representative, provided the Union submits the grievance within the fourteen (14) calendar day period following the hearing in Step 3.

Upon receipt of the written grievance, the Hospital Administrator or his designated representative shall set a place and time during working hours within the next seven (7) calendar day period for a hearing of the grievance with the aggrieved employee, the Chairman of the Bargaining Committee or the Union President or his designated representative, and at the Union's option, a Council #29 representative and/or International Representative. In such a case, the Hospital Administrator shall make arrangements for the Chairman of the Bargaining Committee or Union President or his designated representative to be present for the oral presentation (to be presented by one representative). Before the hearing of the grievance, the Chairman of the Bargaining Committee or the Union President or his designated representative, at their request shall have the opportunity to discuss the grievance with the employee and with other employees in possession of facts relevant to the grievance for a reasonable period of time at a place provided by the Hospital Administrator. Results of such hearings shall be answered within seven (7) calendar days.

### **Section 3. Terms and Conditions of the Grievance Procedure**

- A. Upon request to the Hospital Administrator, a representative of the International and/or a representative of the Council #29 who will represent an employee in the grievance or arbitration procedure,

may visit the Hospital for the purpose of preparing the case for presentation. During such a visit, the representatives may view any area relevant to the grievance with the Chairman of the bargaining committee or the Union President or his designated representative. A representative of the Hospital, at its option, may accompany the parties. In addition, the representatives and the Chairman of the Bargaining Committee or Union President or his designated representative may privately interview employees in possession of facts relevant to the grievance. The interview shall be held at a place provided by the Hospital and for a reasonable period of time. During any such visit, the representatives shall not in any way interfere with the orderly and efficient operation of the Hospital.

- B. An employee who loses time from his work during his normal working hours in the manner provided for in this Article, shall do so without loss of time or pay, if reasonably and sensibly founded.
- C. A Steward or alternate steward, in the absence of the steward, chief steward or the President of the Union or his designated representative will be granted a necessary and reasonable amount of time off, during normal working hours without loss of time or pay for the purpose of handling grievances in the manner provided for in this Article.

Such union representatives and other employees shall receive permission from their immediate supervisor to leave their work, but must report back to their immediate supervisor when their part in the grievance handling has been completed.

- D. If the aggrieved employee does not submit his grievance to the next appropriate step of the Grievance Procedure within the prescribed time limit, his grievance shall be considered settled on the basis of the Hospital's answer.
- E. The Union shall receive a copy of all written answers.
- F. Except as otherwise specifically provided or limited, the Hospital shall not be liable on a grievance claiming back wages or other financial reimbursement for any of the following periods.
  - 1) The period prior to thirty (30) calendar days prior to the time the grievance is submitted to his immediate supervisor as provided in Step 1 of the Grievance Procedure, or is submitted as required at another step of the Grievance Procedure.
  - 2) The period between the first date the Arbitrator is available for an arbitration hearing and the date of hearing, when the first date is rejected by the Union.
- G. Any and/or all time limits provided in the grievance procedure may, by mutual agreement, be extended.

## **ARTICLE 10**

### **ARBITRATION**

#### **Section 1. Submission to Arbitration**

A grievance as defined in this Agreement which remains unsettled after Step 4 of the Grievance Procedure and is within the jurisdiction of the Arbitrator may be submitted to arbitration by the Union giving written notice to the Hospital Administrator within the thirty

(30) day calendar period following the date the written answer from the Hospital Administrator was delivered to the Union. Such notice shall identify the grievance and the issue and state the provisions of the agreement involved. If no such notice is given within the thirty (30) calendar day period, the grievance shall be considered settled on the basis of the Step 4 answer.

## **Section 2. Selection of Arbitrators**

Following the written notice to the Hospital, the Hospital and the Union shall meet to select an arbitrator. If an arbitrator is not selected within the seven (7) calendar day period following receipt of the written notice, either the Hospital or the Union, or both, within the next seven (7) calendar days only, unless extended by mutual agreement, may request the American Arbitration Association to select an arbitrator under its rules.

## **Section 3. Terms and Conditions of Arbitration**

Every grievance submitted to an Arbitrator for decision shall be subject to the following terms and conditions:

- A. The Hospital and the Union may arrange mutually agreeable terms for a pre-hearing conference to consider means of expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts and authenticating proposed exhibits.
- B. The Arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms of this Agreement.
- C. Except as otherwise provided and limited by this Agreement, no grievance claiming back wages shall exceed the amount of wages the employee otherwise would have



earned less any remuneration or payments he may have received during his period of suspension from employment with the Hospital.

- D. An employee who loses time from his work during his normal working hours when testifying during an arbitration hearing shall do so without loss of time or pay. Not to exceed the actual time called to testify and reasonable travel time to and from the hearing.
- E. The arbitrator's decision when made in accordance with his jurisdiction and authority established by this Agreement shall be final and binding upon the Hospital, the Union, and the employee or employees involved.
- F. The arbitration hearing, except as otherwise provided in this Agreement or as agreed to between the Hospital and the Union, shall be governed by the Labor arbitration rules of the American Arbitration Association.
- G. The fees and expenses of the Arbitrator shall be shared equally by the Hospital and the Union. A specific exception to the sharing of expenses of arbitration shall be that the party initiating a submission to arbitration or filing a demand for arbitration shall pay the entire initial administrative fee.

## ARTICLE 11

### DISCHARGE AND DISCIPLINE

- A. Notice of discharge or discipline. The employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Steward in the group of the discharge or discipline.

B. The discharged or disciplined employee shall immediately leave the work area and not return. He will be allowed to discuss his discharge or discipline with the Steward of the district and the Employer will make available an area where he may do so before he is required to leave the Hospital premises. Upon request, the Employer or his designated representative, will discuss the discharge or discipline with the employee and the Steward away from the work area. The Steward shall have the right to conduct a reasonable on-the-spot investigation. Upon request of the Steward, for reasonable periods of time, the immediate supervisor will release individual employees for investigation interview.

C. Appeal of Discharge or Discipline

Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Steward to the Employer within five (5) calendar days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) calendar days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Step 4.

D. Use of Past Record

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

E. Under circumstances where he deems it appropriate to do so, the Administrator of the Hospital, or in his absence, his

representative may suspend an employee for a period not to exceed thirty (30) days pending investigation to determine whether disciplinary action or discharge is called for and, if so, the penalty to be assessed. Appeal of such a suspension shall be entered at Step 4 of the grievance procedure.

- F. The employer may review any such penalty and in consideration of the employee's record and hospital discipline policy adjust such penalty. If the penalty is increased, the employee will be notified in writing of such and the reasons for such action. Such increase itself shall be subject to grievance. No penalty may be increased after three (3) days from the date of the original discipline or discharge. Upon mutual agreement, the three (3) day period may be extended.

## ARTICLE 12

### SENIORITY

#### Section 1. Probationary Employees.

- A. An employee shall be considered to be on probation and he shall not be entitled to any seniority until he has completed three (3) calendar months of regular, full-time employment, or 520 hours of straight time, part-time employment, measured from his first day of work for the Hospital after his most recent hiring.

The Hospital shall have no obligation to re-employ an employee who is laid off or terminated during his probationary period. If a terminated employee is later rehired by the Hospital, he shall begin a new probationary period. If a laid off employee is later rehired by the Hospital, he shall begin a new probation-

ary period, if he was laid off for a period equal to or exceeding his last period of employment.

- B. Part-time employees will be those employees who are regularly scheduled to work less than sixty-six (66) straight time hours per pay period.
- C. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this Agreement, (Section 1 of Article III) except discharged and disciplined employees for other than Union activity. Probationary employees may be discharged by the Hospital prior to the completion of the probationary period. Such discharge shall not be subject to the grievance and arbitration procedure and does not have to be for cause.
- D. Except as otherwise indicated in this Agreement, seniority is the amount of continuous employment within a job classification in a department from and after his first day of work following his most recent job classification by the Hospital. Part-time employees shall accumulate seniority on a pro-rated basis based on straight time hours worked.

## **Section 2. Seniority List**

- A. Seniority shall not be affected by the race, sex, marital status, or dependents, of the employees.
- B. Employees covered by this Agreement shall be placed on a seniority list by job classification. During the period of their negotiations of this Agreement, the parties have agreed upon and signed, and

each party has retained a copy of, a list showing the name, job classification, date of their most recent job classification and date of hire, of each employee covered by this Agreement. The parties agree that such a list is correct as of the effective date of this Agreement. The Hospital has posted a copy of such a list on the bulletin board at the Hospital.

- C. The Employer will provide the Union with an up-to-date seniority list every six (6) calendar months following the effective date of this Agreement.

### **Section 3. Loss of Seniority**

An employee, shall lose all seniority, his name shall be removed from the seniority list, and he shall cease to be an employee of the Hospital in the event:

- (1) He quits, or,
- (2) He retires, or he is retired, from the Hospital's employment; or
- (3) He is discharged for proper cause; or
- (4) He is absent from work, without permission, for three (3) successive work days ("successive work-days being understood to include work-days surrounding a period of scheduled time-off, but not to include the period of such time-off itself); or,
- (5) He fails to report for work when notified to do so in person or by telephone, by the starting time if his shift on the fourth (4th) work day thereafter, or by the starting time of his shift on any later day on which he is ordered to report, or if he fails to report for work when notified to do so by telegram or by registered or certified mail, by the starting time of his shift on the sixth

- (6th) work-day after such notice is sent, or by the starting time of his shift on any later day on which he is instructed to report; or,
- (6) He is laid off for a period equal to his seniority at time of layoff, or for a period of two (2) years, whichever is the shorter period; or,
  - (7) He gives false reason(s) for obtaining a leave of absence; or,
  - (8) He accepts employment elsewhere while on a leave of absence (other than a military service), or he becomes self-employed for the purpose of making a profit, during a leave of absence; or,
  - (9) He fails to report for work at the starting time of his shift on his first work day after a leave of absence; or,
  - (10) He is on sick leave of absence for a period equal to his seniority at the time such leave of absence began, or for a period of one (1) year, whichever is the shorter period except as otherwise indicated in this Agreement.

However, if an employee falls within situation "4", "5", or "9" above and if his absence from work or his failure to report for work, as the case may be, is due to illness or injury or other serious reason beyond his control, he will reinstate his seniority if:

- a) He either notified the Hospital by telephone call, by telegram, or by mail, received prior to the seniority deadline provided, or he establishes to the satisfaction of the Hospital's Administrator that it would be unreasonable to expect him to give notice, under the circumstances; and
- b) He substantiates to the satisfaction of the Hospital's Administrator the reason for his

absence from work or his failure to report for work, as the case may be, or the circumstances which made it unreasonable to expect him to give notice.

The Hospital's determination that an employee's seniority shall not be reinstated may be appealed by the employee to the grievance procedure, beginning at Step 4.

#### **Section 4. Use of Seniority**

The parties to this Agreement mutually recognize the following factors which are basic to, and inherent in, the Hospital's operations and its employment.

The parties agree and recognize the Hospital is a 24 hour 7 day operation.

The parties also mutually recognize that an employee may have a preference for working on a fixed shift, or a rotating shift, as defined under shift schedules.

In an endeavor to accomodate all the foregoing, the parties agree on the following general principles of shift assignment.

- 1) Employees who request consistent assignment to a particular shift will be assigned a fixed shift or a rotating shift of their preference in order of seniority by classification, whenever, in the Hospital's judgment, such is consistent with the Hospital's responsibility to the community it serves.
- 2) The Hospital will staff the remaining jobs on each shift, after following the practice immediately above, in accordance with the hiring understanding referred to in other sections of this Agreement.

The shift assignments in effect at the effective date of this Agreement, and the Hospital's pre-agreement procedures for staffing shifts, shall remain unchanged until the beginning of the eighth (8th) week after such effective date, at and after which time the following shall apply,

so that there will be an orderly transition to applicability of the provisions of this Section.

- 1) Beginning with the effective date of this Agreement, an employee may make written application at the Personnel Office for regular assignment to a shift other than the shift on which he is employed at the time. As above stated, such application will not be acted on until the beginning of the eighth (8th) week after such effective date.
- 2) An employee may cancel his shift change application, with or without substituting a different shift change application, at any time, at the Personnel Office.
- 3) If a job in the employee's classification becomes available on the shift to which he has applied to move, he shall be notified of transfer to that shift, pursuant to this Section.
- 4) An employee may decline the shift-change for which his application is current, but if he does so his shift-change application shall be cancelled and he shall be ineligible to file another shift change application for a period of one (1) year after he was notified of the availability of the shift change for which his application was current.

#### **Section 5. Preferential Seniority of Union Representatives.**

Notwithstanding their position on the seniority list, the President, Vice-President, Recording Secretary and the Secretary-Treasurer, in that order, shall in the event of layoff, be continued at work as long as there is a job in the bargaining unit which they have the present ability to perform and if laid off, they shall be recalled to work on the first open job which they have the present ability to perform.

Stewards, notwithstanding their position on the seniority list, shall, in the event of layoff,



be continued at work as long as there is a job in their job classification which they have the present ability to perform and if laid off, they shall be recalled to work on the first open job within their classification which they have the present ability to perform.

## ARTICLE 13

### WORK FORCE REDUCTION AND RECALL

When the size of the work force is to be reduced, probationary employees in each classification affected shall be laid off first. Thereafter, seniority employees in each affected classification shall be laid off, starting from the bottom of the seniority list. In appropriate cases, by mutual agreement, exceptions may be made to lay off by classification so that a more senior employee may be retained in a different classification, but one for which the Hospital considers him to have the present ability to perform, provided, however, that an employee may not so move in a layoff to a higher paying classification.

When the size of the Hospital's work force is to be increased after a reduction in force, employees shall be recalled by classification in seniority order.

Notice of recall shall be given in person or by certified mail. The employees last address of record with the Hospital shall be used. It shall be the employees responsibility to notify the Hospital of any change of address and/or phone number. If an employee fails to report for work by the start of his shift on the fourth (4th) day following recall, he shall be considered a quit, save in appropriate cases in the sole discretion of the Hospital exceptions may be made.

## **ARTICLE 14**

### **TRANSFERS AND VACANCIES**

#### **Section 1. Temporary Transfers**

The Hospital may assign employees to cover temporary or emergency situations. Assignments will be attempted within the classification, Within the particular hospital location. If such cannot be done in a reasonable and efficient manner, then it will be attempted by assignment within the classification of the least senior employee with the ability to perform the work required and if this cannot be reasonably and efficiently done, then by assignment of an employee from another classification whose present ability in the opinion of the hospital is reasonably related to the assigned work. Such assignment shall not exceed ten (10) working days, except by mutual agreement. An employee who believes that he has been too repeatedly or unreasonably, temporarily transferred, may raise the matter in the grievance procedure, beginning at Step 3. The employee shall retain seniority in his permanent job classification while working under a temporary transfer.

#### **Section 2. Vacancies**

The Hospital will post on its bulletin board(s) notice of vacancy in a permanent job, or of a newly created job, for a period of five (5) calendar days.

An employee desiring to fill a posted job shall make application for it at the Personnel Office and will be given a copy of his job bid form he completes there, as his receipt for his bid for the job.

Before an employee departs on a vacation or leave of absence, he may file with the Hospital's Personnel Office a written notice of his interest in bidding for one (1) or more jobs. If such a job is posted during his absence, and

if he is scheduled to return in time to undertake the job when the Hospital plans to fill it, the employee's notice of interest shall be entered as a bid for the job.

After the end of the posting period an employee may not bid, regardless of his reason for failure to bid during the posting period, and also regardless of his seniority standing relative to those employees who did bid during the posting period.

The Hospital and the Union mutually recognize that a posted job may represent for a bidder:

- 1) A voluntary demotion — to a classification paying a lower wage-rate than the rate he is receiving.
- 2) A lateral transfer within classification-to another job within the same classification in which the employee is working;
- 3) A lateral transfer between classifications-to a different classification from the one in which the employee is working, but a classification which pays the same wage-rate:
- 4) A promotional transfer - to a different classification from the one in which the employee is working and one which pays a higher wage rate.

The Hospital will first consider bidders for the job from within the unit or Department in which the job exists, on the basis of whether one (1) or more of them has the present ability, in the Hospital's judgment to perform the work of the job. Such consideration will be irrespective of whether the job represents for a bidder a voluntary demotion, a lateral transfer within or between classifications, or a promotion.

If one bidder for the job from within the unit or the Department has the present ability to perform the work of the job, in the Hospital's judgment, he shall be selected for the job. If

more than one (1) bidder is so qualified, the senior bidder shall be selected.

If the job is not filled from within the unit or the Department in which the job exists, as above provided for, bidders from other Departments will next be considered, in accordance with the foregoing principles. If the job is not filled at this point, the Hospital may, at its option, repost the job, or hire in an employee to fill it.

Within five (5) calendar days after a selection, a successful bidder for a job shall be notified of his selection and of the date on which the Hospital expects to transfer him to the job. The parties mutually recognize that if circumstances change before the expected date of transfer, so that it is inadvisable, in the Hospital's judgment, to fill the job, the Hospital will not be obligated to make the transfer.

During the first ten (10) work days on the job, he has successfully bid for, an employee may elect to return to his former job, if his reason for doing so is not considered capricious by the Hospital. During the first thirty (30) work day period, the Hospital may transfer him back to his former classification, and a job as similar as possible to his former job. The employee shall retain seniority in his former job classification as if the transfer had not occurred.

If the job is thus vacated the Hospital may, at its option, select another bidder from the posting in accordance with the principles previously set forth, or it may re-post the job for a period of three (3) days. If the job is not filled at this time, the Hospital may hire-in an employee to fill it without further re-posting.

After an employee completes thirty (30) work days on the job he bid for, his seniority shall date from and after his first day of work following his transfer to the new job classification, and he shall be ineligible to bid for another posted

job until he has served for twelve (12) calendar months on the job he obtained by bidding. However, if the job for which he desires to enter a bid would be a promotional transfer, he shall be eligible to bid after working a total of one (1) calendar month on the job.

### **Section 3. Rates of Pay on Transfer**

- A. When an employee is promoted, he shall be paid the hourly rate next higher to his own within the pay grade for the classification to which he was promoted.
- B. When an employee is transferred from one classification to another classification in the same pay grade, his hourly rate shall remain the same.
- C. When an employee is transferred to a classification in a lower pay grade, his hourly rate shall be maintained or shall be set at the top step of the pay grade whichever hourly rate is the lower.
- D. When an employee is transferred on a temporary basis to a classification in a higher pay grade for a continuous full eight (8) hour shift or more, he shall be paid the hourly rate next higher to his own within the pay grade for that classification during the period of his transfer.
- E. When an employee is transferred on a temporary basis to a classification in a lower pay grade, his hourly rate shall be maintained.

An employee promoted from the bargaining unit to a supervisory position shall retain his seniority for a period of six (6) months only. A supervisor may return to a bargaining unit job during the above mentioned six (6) month period to which his seniority entitles him and within his former job classification and within his department. However, if a supervisor is discharged for

cause, he shall lose his seniority and he shall not be eligible to return to the bargaining unit.

#### **Section 4. Promotions**

**A. Promotion**

A "promotion" is defined as the transfer of an employee to a regular job opening in a classification assigned to a higher pay grade.

**B. Regular Opening**

A "regular job opening" is an opening which is expected to continue indefinitely and shall not include any opening which is limited in duration except it shall include an opening resulting from an absent employee which is to be filled and which is expected to continue for more than three (3) months. Promotional procedure shall be as stated in Section 2 of this Article.

### **ARTICLE 15**

#### **MILITARY VETERANS**

- A.** An employee entering the Military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee while having an 1-A selective service classification, or (3) a member of the armed forces reserve or national guard either pursuant to an order or call to active duty or active duty for training or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to exceed four (4) years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth in the following paragraph.

In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety (90) days after release from duty.

- B. A probationary employee who enters the armed forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the armed forces, plus ninety (90) days.

## **ARTICLE 16**

### **VETERANS LAW**

Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

## **ARTICLE 17**

### **EMPLOYED MILITARY PERSONNEL**

#### **Section 1. Veterans Educational Leave**

An employee with seniority who has returned to active employment from a military leave of absence, shall be granted an educational leave of absence without pay for a period equal to his seniority, but not to exceed two (2) years in order to attend a federally approved full-time educational program with benefits provided by federal law.

#### **Section 2. Annual Military Training**

An employee who is a member of the armed forces reserve or national guard and who loses time from work during his normal schedule of

work to participate in annual military training, or for service required as a result of a civil disorder or other temporary emergency, shall be granted an excused absence from work, not to exceed two (2) calendar weeks in any one calendar year. Such an employee will be paid for the time lost at his hourly rate. Armed forces reserve or national guard base pay shall be offset against such pay. Except as otherwise provided in this agreement, such service shall be considered time worked. The employee shall furnish the Hospital with written evidence of service and the amount of base pay he was eligible to receive. If an employee receives vacation pay during a period of training or service, he shall not be eligible for the pay provided by this section for that period of time for which he received vacation pay.

## **ARTICLE 18**

### **LEAVES OF ABSENCE**

#### **Section 1. Types and Rules**

Leave of absence for reasonable periods not to exceed the time limit specified for each respective type of leave may be granted. An employee desiring a leave of absence shall file a written request setting forth the reason for such leave of absence. Request for leave must be filed forty-five (45) days prior to the expected start of the leave. Personal leave notice shall be a minimum of fourteen (14) calendar days. If the employee substantiates to the satisfaction of the Personnel Director that circumstances made it unreasonable to give such notice a lesser period will be accepted. A leave of absence may be granted or denied by the Hospital at its discretion. The decision of the Hospital in denying a leave of absence shall be subject to the grievance procedure beginning at Step 3. During such leave of absence, an employee will not



accrue Hospital service time or seniority nor be eligible for any payments for time off work provided by this agreement. Seniority and Hospital service time earned prior to a leave of absence shall not be lost and upon return to work, the employee shall begin to accrue additional seniority and service time as of the date of return. Leave of absence may be granted for:

1. Personal leave
2. Serving in some elected positions (Public or Union)
3. Serving in an appointed position with the Council or International Union.
4. Adoption Leaves.

## **Section 2. Unpaid Personal Leave**

Employees requesting a leave of absence for personal reasons shall make application in writing, to his department head, setting forth the reasons for the requested leave. Such leaves of absence will be granted upon approval of appropriate. Hospital management (i.e., Department Head and Personnel Director). Personal leave of absence will be granted only if the schedule of the Hospital provides adequate coverage for the work of the department. In considering requests for personal leaves of absence, priority shall be given in the order that the requests are received, except that requests of an emergency nature that require an employee's absence at a particular time in order to be of value shall be given top priority. It is understood that leaves will not be granted to take up other employment, with another employer unless permission is granted in advance by the Personnel Director. It is the Hospital's desire to be reasonable in regard to allowing leave and expect the Union to be reasonable in their requests also. Seniority and Hospital ser-

vice will not accumulate during such leave. An employee who returns to work on or before the expiration date of an authorized leave shall retain all seniority and Hospital service accumulated prior to the date that such leave commenced. Personal leave shall not exceed thirty (30) days. Extension may be granted by the Hospital Administrator or his representative.

### **Section 3. Public Office Leave**

Leave may be granted by the Hospital administrator or his representative to an employee elected to public office. Such leave shall not exceed two (2) years or the term of office whichever is the shorter.

### **Section 4. Union Business Leave**

- A. Members of the Union elected or appointed to office or selected for regular employment with the Council or International shall be granted a leave of absence without pay for a period of not more than one (1) year. Extension of such a leave shall be granted provided it is requested in writing thirty (30) days prior to the date the original leave is to expire.
- B. Members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off without pay to attend such conferences and/or conventions.

### **Section 5. Adoption Leave**

Leave may be granted for adoption of a child. Such leave shall not exceed one (1) year.

### **Section 6. Education Leave**

Upon written application, an employee may be granted a leave of absence to pursue a full-time educational program in a hospital related field

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. An employee who successfully pursues the educational program for which the leave was granted shall upon return to employment, be reinstated to service without loss of prior seniority and Hospital service, except seniority shall change if the employee is returned in a different classification.

### **Section 7. Personal Leave Days**

Full time employees who have completed their probationary period shall be granted three (3) personal leave days per year during the term of the contract. Such days may not be used as or in conjunction with vacation days but for such legitimate purposes as short term illness, doctor or dentist visits, attending funerals and necessary family business. Requests for personal leave days shall be made a minimum of fourteen (14) calendar days prior to the time the days are to be used. If the employee substantiates that circumstances made it unreasonable to give such notice, a lesser period will be accepted. Personal leave days, if not used, may be accumulated to a maximum of six (6). Pro ration for less than full year service during the contract year will be on the basis of one (1) day for each four (4) month period or major part thereof.

## **ARTICLE 19**

### **MATERNITY LEAVE**

A pregnant employee who has nine (9) months seniority shall be granted a leave of absence without pay for not more than three (3) months following the date of delivery and the time required for placement in accordance with the following procedure:

- A. When an employee is aware of pregnancy, she shall report it promptly to her supervisor. In the event that an employee has not reported a pregnancy, her supervisor may refer her to a physician of the Hospital's or her own choosing for diagnosis.
- B. When pregnant, an eligible employee shall be placed on a leave of absence if —
  - 1. She requests it,
  - 2. Her physician recommends it.
  - 3. Attendance or performance becomes unsatisfactory because of pregnancy.
- C. In every case, the employee will be required to provide a statement from her physician setting forth:
  - 1. The expected date of delivery.
  - 2. Whether she may continue to perform her work assignments.
  - 3. If so, for what period of time.
- D. In every case, the employee will be required to go on leave no later than two (2) months prior to date of delivery. (The date in statement from physician).
- E. Seniority and Hospital service shall not accrue during maternity leave.
- F. To return to work, the employee must apply in writing to the Hospital Personnel Department. She must accompany her request to return with a statement from her physician that she is able to return to work.
- G. If medical approval is obtained by the employee, the Hospital will then have thirty (30) days to reinstate and place the employee in accordance with seniority provisions.

H. Maternity leave shall be extended up to ninety (90) days upon presentation of a statement from the employee's physician requesting such leave.

## ARTICLE 20

### FUNERAL LEAVE

The intent of funeral leave is to provide an employee time off from scheduled work days to attend the funeral of certain relatives, without loss of income but limited as follows. Full time employees will be allowed up to a maximum of three (3) eight (8) hour working days off with pay at their base rate of pay as funeral leave for a death in the immediate family. Immediate family is to be defined as mother, father, brother, sister, son, daughter, spouse or stepchild. Such paid funeral leave will be for scheduled work days only, on the day of the funeral and the two (2) preceding calendar days. The schedule as posted at the time of the request shall govern. Evidence of attendance at the funeral may be required.

Full time employees will be allowed up to eight (8) hours of straight time base rate pay for a scheduled work day on the day of the funeral of any of the following; mother-in-law, father-in-law, grandparent, grandchild, the spouse of a son or daughter, or mother, or father, or step-brother, or step-sister living in the employees household. Evidence of attendance at the funeral may be required.

An employee may take up to three (3) additional days without pay or at his option take up to three (3) days vacation leave if the funeral is a distance of 750 miles or greater.

## ARTICLE 21

### SICK AND ACCIDENT DISABILITY

Full time employees who have completed one full year of hospital service will be covered by a Sick and Accident Insurance Policy. Benefits provided shall be those indicated in a general manner in this article, but shall be governed specifically by the actual insurance policy. In the event of a disability due to sickness or accident, the employee will be paid 60% of their base rate of pay. The maximum payment shall be \$125.00 per week and shall commence on the eighth day of disability. Eligible employees with less than three (3) full years of service shall be covered for a maximum of six (6) weeks. Eligible employees with three (3) years but less than five (5) years service will be covered for a maximum of thirteen (13) weeks. Eligible employees with five (5) or more years of service will be covered for a maximum of twenty-six (26) weeks. The hospital shall have the right to require examination of employees by a physician of the hospital's choice at any time prior to approval of benefits under this plan. Payment of benefits under this plan shall be made only upon joint approval of the hospital and the insurance company.

This sick and accident program shall replace the sick leave days as covered in the previous contract. Sick days earned prior to the effective date of this sick and accident coverage shall remain valid and may be used as needed. Employees on leave under the provisions of the sickness and accident program shall not be eligible for any other benefits or payments during such a leave. Seniority shall accrue, but vacation benefits shall not be earned during such leave.

Sick days shall accrue and be used consistent

with the terms of the previous contract up to the effective date of the sick and accident insurance program. Accumulated sick days as of the effective date of the sick and accident insurance program will be preserved for use consistent with past practice.

## **ARTICLE 22**

### **WORKING HOURS**

#### **Section 1. Shift Premium.**

Employees who work a full eight (8) hour shift, the major portion of which is between 3:00 p.m. and 7:00 a.m. shall receive a shift premium of seven (7) percent of their base rate of pay for hours worked on that shift.

Employees who work a full eight (8) hour shift, the major portion of which is between 11:00 p.m. and 7:00 a.m., shall receive an additional shift premium of three (3) percent of their base rate of pay for hours worked on that shift in lieu of free meals which have previously been granted.

#### **Section 2. Shifts Defined.**

The Hospital and Union mutually agree and recognize three (3) shifts. These shall be designated first, second and third. An employee is deemed to be working the first shift when the major portion of the hours worked are between 7:00 a.m. and 3:00 p.m. An employee is deemed to be working the second shift when the major portion of the hours worked are between 3:00 p.m. and 11:00 p.m. An employee is deemed to be working the third shift when the major portion of the hours worked are between 11:00 p.m. and 7:00 a.m.

The employer shall have the right to establish special coverage shifts to provide necessary services and shall so notify the union. Such shifts shall not be required to conform to shift times.

Any employee working a special coverage shift of eight hours, half or more of whose hours are worked during a premium pay period, shall be paid such premium for the actual hours worked during the premium pay period. This is intended as a specific exception to paragraph one, section 2 of this Article.

### **Section 3. Normal Work Days:**

The Hospital agrees to continue the present practice regarding normal work days and submits by way of example:

The normal shift shall be 8½ hours for the following departments or areas, and shall include any other areas not specifically listed, but which are on an 8½ hour day at the effective date of the Agreement. This 8½ hour shift shall include one half hour of unpaid time for lunch.

Laboratory

Physical Therapy

Print Shop

Inhalation Therapy

Maintenance

Messengers

X-Ray Department

Stockroom

All other employees in the bargaining unit shall work an eight (8) hour day except that additional paid time shall not start until completion of eight and one-half (8½) hours and all employees shall perform the customary duties such as and by way of further example only:

- a) Report and transfer of information before and after the shift.
- b) Completion of all regular duties commencing prior to end of the shift.
- c) Any related duties necessary to effect an orderly shift change.



#### **Section 4. Rest Period.**

There shall be a rest period which shall be taken at a time and place and in a manner which does not interfere with the efficiency of the department. Such rest period shall be with pay and shall not exceed fifteen (15) minutes. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an employee's late arrival to work or early departure, to extend lunch period, nor may it be regarded as accumulative if not taken.

#### **Section 5. Overtime.**

- A. The Union and management mutually recognize that situations may arise necessitating overtime work. The employer may first select from among those employees who have previously given notice in writing of their willingness to work any available overtime. Equalization of overtime hours or seniority shall not apply in such selections. If the employer is unable to obtain a satisfactory employee in this manner, the following procedure will apply.
  
- B. Overtime within a department or classification would then be distributed as equitably as practicable among employees qualified to perform the work required in accordance with the last posted equalization schedule and where hours are equal, inverse seniority will apply. Employees will be expected to work their reasonable fair share amount of overtime without valid excuse. In this connection, the hospital need not call in an off-duty employee rather than extend the shift of an employee already at work. However, if the overtime will exceed four (4)

hours an attempt must be made to call in an off-duty employee.

New employees, employees returning from leave of absence, or lay-off, and employees transferred into a new department will be credited with the least number of overtime hours, then worked by any employee in the same classification in the department.

Employees who work overtime will be credited for such hours. Those who are assigned overtime and do not work, whether excused or not, shall not be credited for the overtime for the purpose of equitably distributing overtime. Any unequitable distribution will be rectified in the future scheduling of overtime. An overtime record will be maintained and posted as soon as possible following completion of the pay period.

- C. Failure to accept overtime work may be cause for disciplinary action. Employees on the voluntary list will not be disciplined for failure to accept overtime, but their name may be removed from such lists for unreasonable refusal of overtime. Employees removed from the voluntary list may not re-enter it for three months.
- D. Any equalization distribution schedule shall become final and not subject to grievance, five (5) calendar days after posting.

### **Section 6. Call-In Pay.**

Employees called at home in the evening or outside their regular working hours shall receive pay at the rate of one and one-half their regular hourly rate for hours worked plus reasonable time allowance for travel. Travel time allowance shall not apply to call-in periods in excess of three and one-half (3½) hours or to employees

who are called in to begin work prior to the start of their shift and work continuously into their shift.

### **Section 7. Maintenance-Rotational Shifts:**

Employees in the job classification of Boiler Operator, Boiler Mechanic and General Maintenance shall work a permanent rotational schedule without regard to seniority or shift preference. Except that each employee shall be allowed to exercise his seniority rights to shift preference during the first six (6) months of the term of the Agreement.

### **Section 8. Part Time Employees Work Day**

There shall be no normal work day nor normal work period for part-time employees, except as mutually agreed to at the time of hiring.

### **Section 9. Report for Work Minimum**

An employee who has been scheduled to report for work and is sent home before completing the amount of hours for which he has been scheduled to work shall be paid a minimum of four (4) hours pay or for the number of hours actually worked, whichever is greater. The Hospital may assign an employee any work available in their classification or a classification reasonably related to their permanent classification in order to make up four (4) hours work. The employee shall be paid at his regular rate of pay. This guarantee of four (4) hours work or pay shall not apply where work is not available for employees because of conditions beyond the control of the Hospital such as fire, riots, civil commotion, acts of God, or if the employee is unable to work.

### **Section 10. Work Periods**

The regular work period shall not exceed eighty (80) hours in a fourteen (14) day work period or eight (8) continuous hours per shift.

## **Section 11. Release from Scheduled Shift**

In the event an employee works a double shift or overtime hours that prevents his getting an eight (8) hour rest period in the twenty-four (24) hours preceding his next scheduled shift the employee at his request, will be granted the next scheduled shift off without pay.

## **Section 12. Minimum Call Pay.**

Employees called at home in the evening or outside their regular working hours including those surgery department employees on paid standby, shall receive pay for a minimum of two (2) hours at time and one-half including applicable travel time.

## **Section 13. Surgery call and Stand-by Pay**

Surgery department employees shall be paid for stand-by at rates to be:

\$4.50 for each eight (8) hours of stand-by during first contract year.

\$4.75 for each eight (8) hours of stand-by during second contract year.

\$5.00 for each eight (8) hours of stand-by during third contract year.

except that they on the holidays recognized in this Agreement, but excluding any special holidays, shall be paid

\$6.50 for each eight (8) hours of stand-by during first contract year.

\$6.75 for each eight (8) hours of stand-by during second contract year.

\$7.00 for each eight (8) hours of stand-by during third contract year.

In addition to stand-by pay, an employee working in the surgery department shall be paid Ten (10) dollars or time and one-half for hours worked, whichever is the greater, when called for emergency procedures.

## ARTICLE 23

### OVERTIME PREMIUM

Employees will be paid at a rate of one and one-half their normal rate of pay as follows:

- A. Approved overtime in excess of whichever of the following is applicable.
  1. Eight (8) hours per shift.
  2. Eighty (80) hours per pay period.
  3. An employee who is scheduled and required to work in excess of seven (7) consecutive days shall be paid at one and one-half of the regular rate for any consecutive days thereafter except by mutual agreement or as such a situation occurs due to an employee accepting overtime hours between two (2) or more scheduled work periods of seven (7) or less consecutive work days. In case of mutual agreement the Union shall be notified.
- B. One and one-half the normal rate will be paid for all hours worked on the holidays recognized in this Agreement, but excluding any special holidays.
- C. Overtime premiums shall not be pyramided, compounded, or paid twice for the same hours worked.
- D. Only hours actually worked will be considered in computing overtime. Vacation days and paid personal leave days will be considered as hours worked for this purpose only. Upon mutual agreement between the employee and the employer, the computation of vacation days and paid personal leave days as days worked may be waived. The Union will be notified.

This provision shall not be used to deprive another employee of overtime.

- E. If a full-time employee works an unscheduled holiday, that employee will receive double time for hours worked on the holiday where notice to report is less than four (4) hours prior to the start of the shift. This section shall not apply to employees who are on paid standby.
- F. If a full time employee works an unscheduled weekend, that employee will receive time and one-half for unscheduled hours worked on that weekend, where notice to report is less than four (4) hours prior to the start of the shift.

## ARTICLE 24

### HOLIDAYS

The following are paid holidays for all permanent full-time employees.

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

The holiday shall be observed and paid on the calendar day on which it falls. The holiday shall be that consecutive twenty-four (24) hour period starting with the third shift the eve of the holiday.

Employees shall be expected to work on holidays as necessary for reasonable staffing of the department or work area.

Each permanent full-time employee, other than an employee on lay-off or on any unpaid leave, shall receive eight (8) hours pay for each

holiday at his base rate of pay provided the employee meets all other eligibility requirements. Shift premium pay shall not apply to holiday pay.

An employee who works on a holiday will be paid for the time worked at one and one-half times his hourly rate of pay. This premium rate is in addition to holiday pay for the full-time employee.

Employees who are absent without authorization their last scheduled work day prior to, or their first scheduled work day following, the holiday shall forfeit all pay for that holiday.

Employees who are absent without authorization on a holiday on which they are scheduled to work shall forfeit all pay for that holiday.

Authorized leave shall mean funeral leave, jury duty leave, vacation leave, and paid personal leave or accrued sick days.

Employees who are on an unpaid or unauthorized leave shall not be eligible for Holiday Pay.

## **ARTICLE 25**

### **SPECIAL HOLIDAY**

An employee's birthday and Good Friday shall be a paid special Holiday. Eligible employees shall be granted either the day eight (8) hours off with pay, a compensatory day eight (8) hours off with pay, or eight (8) hours straight time pay in lieu of the day off as determined by the department head and subject to the following provisions and limitations.

All permanent full-time employees other than an employee on lay-off or on any unpaid leave, shall be eligible for the special holiday provided they have completed one (1) continuous year of service.

An employee scheduled to work his birthday or Good Friday may be given one (1) eight (8) hour day off in lieu of the birthday or Good Friday he is required to work. Such a day off must be taken during the pay period immediately preceding, immediately following, or during which the birthday falls.

An employee scheduled to work his birthday or Good Friday shall be paid straight time for hours worked on that day.

A department head may at his discretion, pay an eligible employee in lieu of granting time off for his birthday or Good Friday provided the employees agree to pay in lieu of time off. Such pay shall be eight (8) hours at the employees straight time rate.

Employees who extend such a holiday by being absent without authorization their last work day prior to or their first scheduled work day following this special holiday shall forfeit all pay for the special holiday. Authorized leave shall mean funeral leave, jury duty leave, vacation leave, and paid personal leave or accrued sick days.

Employees who are absent without authorization on their birthday or Good Friday on which they were scheduled to work shall forfeit all pay for that special holiday.

Employees who are on an unpaid or unauthorized leave shall not be eligible for special holiday pay.

It shall be the responsibility of the employee to notify the supervisor of his desire concerning the special holiday prior to the normal schedule period. Where reasonable scheduling permits, the employee shall be granted his selection of the day off.



## ARTICLE 26

### VACATION LEAVE

All regular full-time employees shall be granted paid vacation leave as follows:

- A. Two (2) weeks after (1) year, ten (10) eight (8) hour days.
- B. Three (3) weeks after five (5) years. Fifteen (15) eight (8) hour days.
- C. Four (4) weeks after fifteen (15) years. (Twenty (20) eight (8) hour days.)
- D. In third year contract, (4) weeks after thirteen (13) years.

Accruals shall be as follows:

- A. 0.833 day's leave for each full month worked during the first four (4) years of continuous service.
- B. 1.25 day's leave for each full month worked after completion of four (4) full years of continuous service.
- C. 1.66 day's leave for each full month worked after completion of fourteen (14) full years of continuous service.
- D. Effective April 21, 1973, 1.66 day's leave for each full month worked after completion of twelve (12) full years of continuous service.

An employee shall be considered to have worked a full month provided he is on the active payroll and regularly scheduled to work the entire calendar month. An employee shall not accrue vacation leave during any month in which he is on unpaid leave of absence or otherwise not on the active payroll. An employee shall not accrue vacation leave for his first and/or last month of employment if he begins work after the 15th of the month or terminates on or before the 15th of the month.

An employee who during his anniversary year has accumulated a total of thirty (30) working days or more of unpaid absence which has not otherwise been used to discredit a month's service, shall then have this time charged against credited service. The employee shall lose one full month of credit service for each such period of thirty (30) accumulated working days.

Part-time employees shall accrue vacation leave at the rate of one (1) eight (8) hour day for each 208 hours worked.

No employee shall be permitted to take paid vacation leave prior to completion of twelve (12) full months of service.

Employees resigning before completion of twelve (12) full months of employment shall not receive any vacation pay upon termination of employment regardless of notice given.

Upon termination of employment, an employee shall be paid for his accrued vacation leave provided he has given fourteen (14) day's notice in writing and provided he has been employed at least twelve (12) full months. Such notice may be waived by the Hospital if the employee substantiates to the satisfaction of the Administrator that circumstances made it unreasonable to give such notice.

Paid vacation time accrues and is credited at the end of each calendar month of employment.

No employee may accrue paid vacation time in excess of twenty-four (24) times his rate of accrual per calendar month.

No employee shall be granted or allowed to take paid vacation leave prior to the actual accrual of such leave.

Vacations shall be scheduled at the convenience of the employee whenever possible. However, it shall be recognized that in the interests of adequate patient care the Hospital reserves the sole right to schedule vacations at any time

during the year. Vacation schedules for employees of all departments shall be developed by the supervisor of the department. It shall be the policy of each supervisor to schedule vacations over as wide a period as possible in order to eliminate the necessity of extra help. Vacation schedules shall be prepared on the basis of seniority where necessary and reasonable but a senior employee may not displace a junior employee unless the request is submitted at least forty-five days (45) days in advance of the date on which the vacation is to commence.

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

If a day recognized by the Hospital as a holiday, occurs during an employee's vacation, he shall, if otherwise eligible for it, receive holiday pay and will not have that time off charged against accrued vacation time.

If an employee becomes ill and/or physically incapacitated and is under the care of a duly licensed physician, for more than two (2) days during his vacation, and the employee has accumulated sick leave credits, his vacation for the number of days sick shall be rescheduled. Written verification from the physician must be presented. In the event the employee's vacation cannot be rescheduled or his illness or incapacity continues, he shall be paid for any vacation leave beyond maximum accrual.

Vacation periods shall be for no less than five (5) vacation leave days unless special approval is granted by the department head.

If an employee is laid off or retired, he shall receive pay for any vacation leave accrued to that date.

Employees will be paid at their current straight time base rate while on vacation and shall receive credit toward any benefits pro-

vided for in this Agreement. Shift premium pay shall not apply to vacation leave pay.

As of the effective date of this Agreement, vacation leave shall be considered accrued and credited as covered in this section.

Advance vacation pay checks will be issued the last regular pay day before the vacation period. Written request for vacation pay advance must be given by the last day of the pay period for the pay day on which the advance is desired. Employees who do not request advance vacation checks will be paid on each regular pay day.

Employees who are absent without authorization their last scheduled day of work preceding or their first scheduled day of work following a vacation leave period shall be subject to reasonable disciplinary action on the first such occasion and on the second such occasion shall forfeit one day of vacation leave for each such unauthorized day of absence. Thereafter, he shall be subject to further disciplinary action in addition to forfeiture of one day of vacation leave for each such unauthorized day of absence. Authorized absence shall mean funeral leave, jury duty leave, vacation leave and paid personal leave or accrued sick days.

## **ARTICLE 27**

### **RATES FOR NEW JOBS**

When a new job is created and/or the job content of a classification is substantially changed and cannot be properly placed in an existing classification, the employer will notify the Union of their intent to establish a new classification and rate structure for the job. In the event, the Union does not agree that the description and rate are proper, it shall be a proper subject for a special conference. The pay grade assigned to

each existing classification and the pay grade assigned to each new or changed classification shall remain in effect and as assigned during the term of this Agreement.

## **ARTICLE 28**

### **JURY DUTY**

Any full time employee who has completed his probationary period and who is called to and reports for jury duty shall be paid the difference between eight (8) hours pay at the employee's regular straight time rate and the amount paid by the court for each day partially or wholly spent in performing jury duty. The above applies only to those days the employee would have been regularly scheduled to work and is unavailable because of jury duty. The hospital's obligation to pay an employee for performance of jury duty under this section is limited to a maximum of thirty (30) days in any calendar year. In order to receive payment under this section, an employee must give the Hospital prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty. A probationary employee who is required to serve jury duty shall be given consideration to complete as near as possible his regular number of hours per pay period.

## **ARTICLE 29**

### **HOSPITALIZATION MEDICAL COVERAGE**

All full-time employees shall be entitled at their option to become members of the Hospital Blue Cross-Blue Shield group (MVF-2) subject to the normal acceptance and maintenance regu-

lations. The Hospital shall assume the cost of such coverage up to and including full family semi-private rates. Employees on leave may choose to remain in the Hospital group up to four (4) months provided they pay the Hospital the monthly premiums as they come due. Any part time employee who regularly works a minimum of twenty-four (24) hours per week shall be entitled at their option to become members of the Hospital Blue Cross-Blue Shield Group subject to all other normal acceptance and maintenance regulations and further provided the employee pays the entire premium.

## ARTICLE 30

### WORKMEN'S COMPENSATION

Each employee shall be covered by the applicable workman's compensation laws. The hospital shall maintain the employee's Blue Cross-Blue Shield (MVF-II) and life insurance while the employee is on workman's compensation not to exceed a period of one (1) year, providing the employee is eligible to participate in the above mentioned insurance program. Any longevity payment which falls due during the first twelve (12) months of a workman's compensation leave shall be paid upon the employee's return to work. Such payment shall be based on the employee rate of pay as of the date his workmen's compensation leave began. During workman's compensation leave, an employee will accrue hospital service time and seniority up to but not exceeding six (6) months. Vacation leave shall not be accrued during such a leave nor shall the employee be eligible for any other benefit or payments during the leave which are not expressly stated in this paragraph.

## **ARTICLE 31**

### **INSURANCE**

#### **Section 1. Life Insurance.**

The Hospital shall provide \$5,000 life insurance for all full time employees who have completed their probationary period. Employees on leave without pay shall continue to be covered up to a maximum of three (3) months at which time it shall be cancelled. If the employee returns to duty at a later date, the insurance will be reinstated immediately. The Hospital shall, at their sole discretion, continue coverage in unusual cases.

#### **Section 2. Liability Coverage.**

The Hospital shall maintain in force, a 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 shall provide the Union with a description of this coverage and the limitations of it.

## **ARTICLE 32**

### **LONGEVITY**

An annual payment of longevity is made to eligible employees based on the employee's years of service and current monthly salary. The first payment is made when the employee has completed six (6) full years of continuous service or when when a part-time employee completes the equivalent amount of service.

Longevity payments will be issued on the pay day of the first pay period following the month in which the employee completes his sixth (6th) year of service and that date in succeeding years adjusted forward because of layoff and leaves of absence or other lost time which totals thirty (30) calendar days or more. Part-time employees

shall receive their second (2nd) and succeeding longevity payments only upon completion of each respective full year of service. Separate checks shall be issued for longevity.

The complete longevity schedule is as follows: Years of continuous service.	Percentage of one months straight time base rate salary.
6	15%
7	20%
8	25%
9	30%
10	35%
11	40%
12	45%
13	50%
14	55%
15	60%
16	65%
17	70%
18	75%
19	80%
20 and thereafter	85%

### ARTICLE 33

#### CONFIDENTIAL INFORMATION

The Union and the Hospital recognize the importance of protection of confidential information concerning patients and their families. Any and all information gathered or heard officially or unofficially, about a patient, shall be construed as confidential. Release of the aforementioned information by an employee who is a member of the Bargaining Unit, to a patient, a fellow employee, or any unauthorized person shall be regarded as a breach of confidence, and as grounds for immediate dismissal. Any employee who believes another employee



whether a member of the bargaining unit or not, has breached a confidence, should report such to Administration.

## **ARTICLE 34**

### **MISCELLANEOUS**

#### **Section 1. Addresses and Telephone Numbers of Employees:**

Each employee covered by this Agreement whether he is on or off the active payroll of the Hospital, should keep the Hospital currently informed of his correct mailing address and of his telephone number, if any.

In the case of an employee on the Hospital's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the Personnel Office and turns such form in there, duly completed. The Hospital shall give the employee a receipt for his notice of change of address or of telephone number.

In the case of an employee off the Hospital's active payroll (such as on lay-off, unpaid leave of absence, etc.) notice of change of address or of telephone shall be deemed given only if the employee follows the procedure above, or gives notice by registered or certified mail, in which case he shall address his notice to "Personnel Office, Flint Osteopathic Hospital, Flint, Michigan 48502."

The Hospital shall be entitled to rely on the last address and telephone number furnished to it by an employee pursuant to the foregoing, and shall have no responsibility to an employee for his failure to receive notice which arises from his not following the procedures above.

#### **Section 2. Non-Discriminations.**

The Hospital and the Union agree that all provisions of this Agreement shall be applied

to all employees covered hereby without regard to race, creed, national origin, marital status or sex.

### **Section 3. Effect of Agreement.**

This Agreement superseded any past practice or previous Agreement verbal or written, between any of the parties hereto, or between any of them and any employee(s) covered hereby, which is in conflict with this Agreement.

### **Section 4. Effect of Invalidity of Provision of this Agreement.**

If any provision of this Agreement be held invalid under existing or future legislation, State or Federal, the remainder of this Agreement shall not be affected thereby.

### **Section 5. Pronouns, Use of:**

Whenever reference is made in this Agreement to the male pronoun he, him, his, etc., it is intended and it shall be deemed to include reference to the equivalent female pronoun-she, her, hers, etc.

### **Section 6. Volunteer Service Organizations and Workers.**

The Union recognizes that Volunteer organizations and workers perform services in the Hospital which are a valuable and necessary contribution to the welfare of patients and to the operations of the Hospital, and that such services in no way interfere with or conflict with the duties or privileges or employment of employees. The Hospital shall continue to have the right to use all services of such nature and neither the Union nor employees shall interfere in any way with the activities or duties of any such volunteer service organization or workers.

### **Section 7. Bulletin Board for Union Notices.**

The Hospital will provide a bulletin board for the Union's use in posting notices of its

meetings, elections, recreational and social activities. All material posted must be approved and initialed by the President of the Union, or in his absence the Vice-President, and it shall be his responsibility that only proper notices are posted. The bulletin board shall be in the immediate vicinity of the cafeteria. The President of the Union will be given a key and be responsible for its use.

#### **Section 8. Name Pins.**

Name pins are supplied to all employees. They must be worn when on duty. Repeated lost or broken pins shall be replaced at the employees expense.

#### **Section 9. Incidental Health Care.**

The Hospital shall annually provide flu shots, polio, and smallpox vaccinations to all employees without cost to the employees. Each employee shall annually have a chest x-ray as provided under the present policy.

#### **Section 10. On the Job Accident.**

The Hospital shall provide emergency treatment without charge when an employee has an accident or becomes ill while on duty. However, if the illness is of a chronic nature, or a type which requires continued care, the employee shall be referred to his family physician.

#### **Section 11. Courtesy Discounts.**

The Hospital shall extend courtesy discounts for Hospital services rendered to employees, their spouse and any dependent children.

### **ARTICLE 35**

#### **WAGES — GENERAL**

The basic wage rates set forth in this contract operate on a contract year and individual hospital service anniversary date.

Progression from rate to rate shall be automatic except in cases of inability to perform

satisfactorily where warning and notice has been given to the employee and either has not been contested or has been affirmed by grievance process. Notice of non-progression will be given such employee fourteen (14) days prior to his anniversary date. If a dispute arises regarding basic wage rate or progression, such may be processed through the grievance procedure.

The basic wage rates are the minimum rates to be paid. It is recognized that it may be necessary to pay a rate in excess of minimum in order to hire or retain individuals of specialized skills or experience provided that such shall not be done in an arbitrary, capricious or discriminatory manner. Such rate may not be in excess of the highest rate for that job classification at the conclusion of the contract. If a rate higher than the maximum is to be paid, the Union shall be notified and upon the request of the Union, a special conference will be held.

It is recognized that the employer is desirous of encouraging and recognizing superior service. To this end, the employer may institute and maintain, in its sole discretion, a system of merit wage increases to be applied in addition to the basic wage rates. The employer shall make known to the Union and bargaining unit employees the criteria to be considered in applying such a plan prior to the institution of the plan. Any changes in the plan or discontinuance generally or individually will be made known to the Union and individuals involved prior to being effectuated. The operation of such a system shall not be done in an arbitrary, capricious or discriminatory manner.

It is specifically recognized that the employer has agreed to substantially remove aspects of the evaluation from basic wage progression as existed under the previous contract and that the above specifications of the discretionary merit system is in consideration of that concession by the employer.

## ARTICLE 36

\*The following wage rates shall be effective as of the effective date stated in Article 42.

	Grade (Hospital Service Years)	Contract Years		
		1st Year	2nd Year	3rd Year
<b>Level I</b>	A			
Co-op Student	B - Start	1.98		
	C - 1 year	2.04	2.04	
	D - 2 years	2.15	2.15	2.15
	E - 3 years	2.27	2.27	2.27
	F - 4 years	2.39	2.39	2.39
	G - 5 years	2.51	2.51	2.51
<b>Level II</b>	A			
Housekeeping Maid	B - Start	2.19		
Laboratory Maid	C - 1 year	2.24	2.34	
Messenger	D - 2 years	2.36	2.46	2.56
Yardman	E - 3 years	2.47	2.57	2.67
Nursing Maid	F - 4 years	2.59	2.69	2.79
Linen Attendant	G - 5 years	2.79	2.97	3.16
Unit Maid				

**Level III**

	A			
Nurse Aide	B - Start	2.43		
Central Supply Aide	C - 1 year	2.51	2.60	
Transporter	D - 2 years	2.66	2.76	2.86
Day Care Center Aide	E - 3 years	2.81	2.91	3.01
Porter Housekeeping	F - 4 years	2.96	3.06	3.16
Storeroom Clerk	G - 5 years	3.16	3.31	3.51
X-ray Orderly				
1 P.T. Aide				
2 Nursing Orderly				
1 Linen Porter				

**Level IV**

	A			
Unit Clerk	B - Start	2.57		
Printer	C - 1 year	2.65	2.78	
Lab Technical Aide	D - 2 years	2.81	2.94	3.07
	E - 3 years	2.97	3.10	3.23
	F - 4 years	3.13	3.26	3.39
	G - 5 years	3.36	3.56	3.76

	Grade (Hospital Service Years)	Contract Years		
		1st Year	2nd Year	3rd Year
<b>Level V</b>	A			
I.P.N. 1	B - Start	3.01		
General Maintenance	C - 1 year	3.06	3.19	
	D - 2 years	3.16	3.29	3.42
	E - 3 years	3.27	3.40	3.53
	F - 4 years	3.37	3.50	3.63
	G - 5 years	3.54	3.74	3.94
<b>Level VI</b>	A			
Lab Technician 1	B - Start	3.22		
O.R. Technician	C - 1 year	3.29	3.43	
Inhalation Therapy Technician	D - 2 years	3.43	3.57	3.71
	E - 3 years	3.57	3.71	3.85
	F - 4 years	3.71	3.85	3.99
	G - 5 years	3.92	4.13	4.34

**Level VII**

L.P.N. 2

Laboratory Technician 2

Painter

Groundskeeper

Boiler Operator

Carpenter

A

B - Start

C - 1 year

D - 2 years

E - 3 years

F - 4 years

G - 5 years

3.40

3.47

3.62

3.77

3.91

4.13

3.61

3.76

3.91

4.05

4.34

3.90

4.05

4.19

4.55

**Level VIII**

X-Ray Technicians

A - Start

B -

C - 1 year

D - 2 years

E - 3 years

F - 4 years

G - 5 years

3.80

4.10

4.29

4.49

4.69

4.88

5.26

4.36

4.56

4.76

4.95

5.51

4.63

4.83

5.02

5.76

**Level IX**

Plumber

Refrigeration Mechanic

Cabinet Maker

Boiler Mechanic

Electrician

A

B - Start

C - 1 year

D - 2 years

E - 3 years

F - 4 years

G - 5 years

4.17

4.33

4.65

4.97

5.29

5.71

4.49

4.81

5.13

5.45

5.97

4.97

5.29

5.61

6.23



## **ARTICLE 37**

### **SAFETY**

The Hospital shall continue to provide for the safety of employees during the hours of their employment. In this regard, the Hospital will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee in the bargaining unit. The chairman of the bargaining committee shall be an ex-officio member of the Hospital safety committee.

## **ARTICLE 38**

### **UNIFORMS AND/OR**

#### **MAINTENANCE OF UNIFORMS**

Where currently in effect for an employee, a uniform and/or maintenance of a uniform if any, will continue to be provided.

Employees in the following departments, work areas, or job classifications are provided uniforms and/or maintenance as indicated.

- A. Employees working in "sterile" or "clean" areas of the hospital a major portion of their working hours are provided scrub gowns or scrub suits. These areas include surgery, labor and delivery, recovery room, nursery, and central supply.
- B. Laboratory employees are provided laundry service only of approved laboratory coats.
- C. Laundry employees are provided scrub gowns or scrub suits.
- D. X-ray Technicians and X-ray orderlies are provided uniforms and the laundry service of the uniforms.

- E. Maintenance employees are provided uniforms but must pay for laundry service of the uniforms.
- F. Housekeeping porters are provided uniforms and the laundry service of the uniforms.

## **ARTICLE 39**

### **PENSION**

All eligible employees shall participate in the current Flint Osteopathic Hospital Employees Pension Plan. The Hospital shall pay the entire cost of this retirement program.

During the term of this Agreement, the Union and the Employer will mutually negotiate a revision or modification of a pension plan. The parties hereby indicate their intent to attain a plan at least doubling present benefits and incorporating mandatory employee participation up to 5% of gross earnings. The parties set a target date of July 1, 1971 to achieve such a plan, but recognize that extensions may be necessary to enable full consideration of all factors.

## **ARTICLE 40**

### **WAIVER**

The Hospital and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Union for the life of this Agreement each

voluntarily and unqualifiedly waives the right, except by mutual agreement, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

## ARTICLE 41

### TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until and including April 19, 1974. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing within the ten (10) day period immediately preceding, February 19, 1974 or any subsequent anniversary of this date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than March 19, 1974 or any subsequent anniversary of this date. Notices of such desire to modify this Agreement shall set forth the nature of the modifications desired.
- B. If notice of modification of this Agreement has been given in accordance with paragraph A of this Article, this Agreement may be terminated by either party on ten (10) day's written notice of termination, but shall not be before the normal termination date stated above.
- C. Notice shall be sufficient if sent by certified mail addressed if to the Union, to

2401 Humboldt Avenue, Flint, Michigan 48504; and, if to the Employer, addressed to Flint Osteopathic Hospital, 3921 Beecher Road, Flint, Michigan 48502, or to any such address as the Union or the Employer may make available to each other.

## ARTICLE 42

### EFFECTIVE DATES

This Agreement shall become effective as of April 24, 1971 except for the following provisions:

Compensation for wage rate retro-activity to December 19, 1971 shall be One Hundred (\$100) Dollars for each full-time employee and Fifty (\$50) Dollars for each part-time employee and pro-rated as applicable for lesser periods of service.

The second year of the contract shall commence on April 22, 1972.

The third year of the contract shall commence on April 21, 1973.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives have executed this Agreement on the date herein written.

Dated at Flint, Michigan, this 27th day of April, 1971.

#### FOR THE UNION

BERNARD HENDERS  
MARY PETERSON  
ALETHA BYRNE  
PICCOLA CARROLL  
SHIRLEY ANDERSON

#### FOR THE HOSPITAL

W. DALE FERGUSON  
JAMES H. KING  
ROBERT BROWN

## APPENDIX A

### CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter by an Agent of the Michigan Labor Mediation Board in accordance with the Rules and Regulations of the Board; and it appearing from the tabulation of election results that a collective bargaining representative has been selected; and no objections having been filed to the conduct of the election within the time provided therefor:

Pursuant to authority vested in the Michigan Labor Mediation Board, IT IS HEREBY CERTIFIED that American Federation of State, County & Municipal Employees, AFL-CIO, Council 29 has been designated and selected by a majority of the employees of the above-named employer, in the unit described below, as their representative for the purposes of collective bargaining, and that, pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

UNIT: All regularly scheduled full or part-time employees in the following classifications: orderlies, ward clerks, nurses aides, LPN's, PN's, surgical technicians, transporters, messengers, day care center aides, surgical maids, central supply employees, pulmonary functions technicians, inhalation therapy technicians, maids, porters, laundry employees, maintenance employees, laboratory and x-ray employees including technicians, physical therapy employees, storeroom and printshop employees but EXCLUDING: supervisors, registered nurses, grad-

uate nurses, business office clerical employees, switchboard and information employees, admitting employees, surgical admitting employees, students in hospital training programs (PN's and ADN's), employees of subcontractors, x-ray clerical, lab clerical medical records employees, administrative clerical employees, contract employees, pharmacy employees and all other employees not specifically included above.

Michigan Labor Mediation Board  
Morris Melmet  
Board Member  
July 3, 1969

COPY TO:

Flint Osteopathic Hospital  
3921 Beecher Road  
Flint, Mich. 48502

Council 29, AFSCME AFL-CIO  
110 W. Flint Park Blvd.  
Flint, Mich. 48505

Hospital Employees Div. Local 79  
SEIU — 2064 - 4th Street  
Detroit, Michigan 48201

## APPENDIX B

The Bargaining unit is composed of the following job classifications:

Co-op student, Housekeeping Maid, Unit Maid, Laboratory Maid, Messenger, Linen Attendant, Yardman, Nursing Maid, Nursing Aide, Central Supply Aide, Transporter, Day Care Center Aide, Porter, Stock Room Clerk, Linen Porter, Printer, X-Ray Orderly, Physical Therapy Aide, Laboratory Technical Aide, Ward Clerk, Unit Clerk, Nursing Orderly, General Maintenance, Laboratory Technician I, LPN I, Operating Room Technician, Inhalation Therapy Technician I, LPN II, Laboratory Technician II, Painter, Groundskeeper-Driver, Boiler Room Operator, Carpenter, X-Ray Technician, Plumber, Refrigeration Mechanic, Cabinet Maker, Boiler Mechanic, Electrician.

All other job classifications are excluded from the bargaining unit.

~~BEG 3 1974 Mac Donald~~