

1/1/71 - 12/31/73

A G R E E M E N T

Between

GENESEE MEMORIAL HOSPITAL

And

CHAPTER A OF LOCAL 688

Affiliated With

METROPOLITAN DISTRICT COUNCIL 29

Of The

International Union of the American
Federation of State, County and
Municipal Employees (AFL-CIO)

LABOR AND INDUSTRIAL

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*Geneese
County
Memorial Hospital.*

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AGREEMENT

PREFACE

Genesee Memorial Hospital, owned by Genesee County, operated and managed by the Board of County Institutions for the County of Genesee, herin referred to as the Employer, and Genesee County Registered Nurses Chapter A of Local 688, affiliated with Flint Metropolitan District Council 29, of the International Union of the American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the Union, recognize their responsibilities under federal and state laws relating to fair employment practices.

The Hospital and the Union recognize the moral principles involved in the area of Civil Rights and have re-affirmed in this agreement their commitment not to discriminate because of race, creed, color, age, sex, or national origin.

The Hospital and the Union recognize their responsibilities of providing health care to each patient and the public.

PREAMBLE

This agreement, entered into by Genesee Memorial Hospital, owned by Genesee County, operated and managed by the Board of County Institutions for the County of Genesee, hereinafter referred to as the Employer, and Chapter A of Local 688, affiliated with Flint Metropolitan District No. 29 of the American Federation of State, County and Municipal Employees, (AFL-CIO), hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful

procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I RECOGNITION

Employees Covered.

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and 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, for: all Professional Registered Nurses heretofore classified as Head Nurses, Assistant Head Nurses and Staff Nurses, but excluding the Director of Nursing, the Assistant Director of Nursing, Shift Supervisors, the Supervisor of Surgery, and all other employees as this bargaining unit was certified by the Michigan Labor Mediation Board on February 28, 1967 in case No. R66K397.

ARTICLE II MANAGEMENT RIGHTS

The Hospital, as the Employer, retains the inherent right:

- a. To manage and operate the Hospital and its business.
- b. To maintain order and efficiency in its operation.
- c. To hire, lay-off, assign, transfer, and promote employees.
- d. To exercise control of all properties and equipment.
- e. To install, modify or change methods of operations, work schedules and equipment.
- f. To discipline, including suspensions from

work and discharge of employees for cause.

g. To establish, enforce, and revise reasonable rules and the regulations for the purpose of maintaining order, safety and the efficient operation of the Hospital.

h. To exercise all other rights and privileges, belonging to the Hospital which are not modified or abridged by this agreement.

None of the foregoing rights shall be exercised in any manner which is inconsistent with any of the other provisions of this Agreement.

ARTICLE III AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union as certified in case No. R66K397.

ARTICLE IV UNION SECURITY

Section 1.

All employees who are members of the Union at the effective date of this agreement, and who have not resigned from the Union within thirty (30) days from said effective date, shall remain members of the Union as a condition of continued employment.

Section 2.

All employees who are not members of the Union at the time this agreement becomes effective, but who subsequently become members of the Union, shall remain members of the Union as a condition of continued employment.

ARTICLE V
CHECKOFF

Section 1.

The Employer agrees to deduct dues once each month from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the Treasurer of Chapter A, Local 688, AFSCME, five (5) days after paychecks are issued. A sample of the payroll authorization card is attached as Exhibit No. 1 to this Agreement.

Section 2.

A properly executed copy of such Authorization of Check-Off of Dues Forms from each employee for whom the Union Dues are to be deducted hereunder, shall be delivered to the employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect.

Section 3.

Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become immediately effective at the time the Authorization is tendered to the employer and shall be deducted from the appropriate payroll check and the corresponding payroll check each month thereafter.

Section 4.

The Union will provide the employer with any additional Authorization for Check-Off of Dues Forms under which the Union Dues are to be deducted.

deductions.

ARTICLE VI
CHIEF STEWARDS, STEWARDS AND ALTERNATE STEWARDS

Section 1.

There shall be one Steward and Alternate from each Shift of employees, covered by this Agreement, and one Chief Steward for the unit.

Section 2.

The Chief Steward, or Stewards, or Alternate, during their working hours, without loss of time or pay, in accordance with the terms of this section may investigate and present grievances to the employer, upon having received permission from their supervisor to do so. The supervisors shall grant permission within a reasonable time, after the first hour of the shift, but within the second hour, for such stewards to leave their work for these purposes subject to necessary emergency exceptions. 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. The Chief Steward, Stewards, and Alternates may be required to record time spent. All such 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.

The Union will furnish the employer with the names of its authorized representatives and members of its grievance committees and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer

shall keep the Union advised of its representatives.

ARTICLE VII SPECIAL CONFERENCES

Special Conferences for important matters concerning administration of this agreement will be arranged between the Chapter President and the Employer or its designated representative upon request and agreement between the parties. Such meeting shall be between at least two representatives of the Employer and at least 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 special conferences 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 (2) such conferences in any one (1) month.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1.

Any employæ having a grievance in connection with his employment shall present it to the employer with the following understanding:

a. The Employer and the Union agree that it is in the best interest of all concerned that grievances be settled as quickly and expediently as possible, making every effort to settle these matters at the earliest step of the grievance procedure.

b. All parties agree that the question of

grievances will be dealt with in a responsible manner and that the purpose and intent of this Agreement will be strictly adhered to.

Section 2.

The employer will answer in writing any grievance presented to him within the time limit, which may be extended by mutual agreement. Such extensions shall state the new time limit accorded in writing and signed by both parties responsible at that particular step of the grievance procedure.

Section 3.

All grievances presented in writing must be answered in writing within five working days after the grievance has been presented, except those grievances on discharge or suspension.

Section 4.

A grievance must be presented in writing by the steward or chief steward within 15 days after its occurrence in order for it to be a proper matter for the grievance procedure.

PRESENTING A GRIEVANCE

Section 5.

An employee having a grievance in connection with his employment shall present the grievance to the employer in the following manner:

Step 1.

Before initiating a grievance the employee must first discuss the matter orally with the Supervisor. The employee shall have the right to discuss this subject with the steward. Thereafter, he may elect to have his steward discuss the matter with his immediate supervisor for him.

Step 2.

If the matter is not thereby resolved, it

shall be reduced to writing on appropriate forms and shall be filed with the immediate supervisor who shall answer this grievance in writing within the prescribed time limit.

Step 3.

If the grievance is still not resolved, notification will be given to the Department Head who will schedule a meeting with the grievant's steward and the grievant within three working days after notification of the grievance.

Step 4.

If the grievance is still not resolved, notification shall be given to the Hospital Administrator who shall within five (5) working days schedule a hearing on the grievance.

a. The Union representative may meet with the grievant at a place designated by the employer on the employer's property for not more than one half hour immediately preceding the meeting with the Administrator.

b. The Union's committee shall consist of the grievant's steward, a representative of Council No. 29 and/or the International Union, and an appropriate committee of management who shall endeavor to resolve the dispute.

Step 5.

a. In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the Grievance Procedure hereinbefore set forth, the Union may request Arbitration within fifteen (15) days from the disposition last given by the Employer. All such requests shall be in writing, by registered or certified mail, addressed to the Executive Director to the Board and shall provide a bill of particulars stating the precise issues to be decided, the specific portions of the Agreement which are claimed to have been

violated, and the basis on which such violation is claimed. If not so requested within said fifteen (15) day period, the matter shall be considered settled on the basis of said last disposition.

b. Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

c. If the parties fail to agree upon an Arbitrator within ten (10) days from the date the Employer receives such request for arbitration, the Union may submit the matter to the American Arbitration Association asking for selection of an Arbitrator in accordance with its Voluntary Labor Arbitration Rules then obtaining.

d. After designation of the Arbitrator, a hearing shall be held as soon as practicable and the Arbitrator shall issue an Opinion and Award both in accordance with said Rules. His decision shall be final and binding on the parties and the employee (s) involved, subject to any law or governmental regulation thereto.

e. The Arbitrator's fee, his travel expenses, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them.

f. The Arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have power to establish or change any classification or wage rate, to rule on any claim arising under an Insurance Policy or Retirement claim or dispute or to rule on any matter covered by a Statute or Ordinance. Any other dispute arising out of, or relating to the interpretation or proper application of this Agreement based upon a grievance of any employee alleging violation thereof shall be deemed arbitrable hereunder.

ARTICLE IX
DISCHARGE OR SUSPENSION

Section 1.

Disciplinary action or measures shall include the following:

- Warning
- Written Reprimand
- Suspension
- Discharge

Section 2.

An employee may be discharged for just cause only.

Section 3.

The Employer agrees promptly upon the discharge or suspension of any employee without two (2) weeks advance notice, to notify in writing the shift Steward of the discharge or suspension.

Section 4.

An Employee discharged or suspended as above will be allowed to discuss his discharge or suspension with the shift steward and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer will arrange for a hearing to be held with the discharged or suspended employee and his shift steward.

Section 5.

Should such discharged or suspended employee and the shift Steward consider the discharge or suspension to be improper, a complaint may be presented in writing through the Chapter President to the Hospital Administrator within two (2) regularly scheduled working days of the discharge or suspension and give his answer within three (3) regularly scheduled working days after

receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the grievance procedure at Step 5 (Arbitration.)

Section 6.

In discharging or suspending any employee on a current charge, the Employer will not take into account any prior infractions of which the Employer had knowledge that occurred more than twenty-four months previously.

ARTICLE X SENIORITY

Section 1.

Seniority shall be on a unit-wide basis in accordance with the employee's last date of hire standing as recorded on published seniority lists.

a. New employees hired in the unit shall be considered as probationary employees for the first 520 hours of employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority purposes from 520 hours prior to the date he completed the probationary period. There shall be no seniority among probationary employees.

b. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged, suspended or laid off probationers for other than Union activity.

c. Seniority is defined as the length of service with the Hospital. Length of service is defined in the Hospital as 2080 hours for each one year's service. Accrual of seniority does not apply to hours worked in excess of 8 hours in one day or over 80 hours in a biweekly period.

Section 2.

Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee as long as he is able to perform the available work.

Section 3.

The Seniority lists on the date of this agreement will show the names of all employees of the unit entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of service as of such date.

Section 4.

The employer will keep the seniority lists up to date at all times, and whenever a Steward shall raise a question of seniority, shall make the seniority list available for his inspection for the purpose of settling the question. The Employer will, if requested by the Union, post corrected seniority lists every six (6) months.

Section 5.

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

Section 6.

Notwithstanding his position on the seniority list, the Chapter President and the Chief Steward shall, in the event of a layoff only, be continued to work provided they can perform any of the work available within the Bargaining Unit.

Section 7.

Regular part-time employees shall accrue

seniority on the basis of one hour of seniority for each straight time hour worked.

Section 8.

An employee shall lose his seniority for the following reasons:

- a. He quits.
- b. He retires or receives a pension.
- c. He is discharged and the discharge is not reversed through the grievance procedure.
- d. If he receives a pension for permanent and total disability due to employment with the hospital and is re-employed, his seniority including that which he would have otherwise acquired during the period of his disability shall be restored.
- e. He is absent from his job for three consecutive working days without notifying the Director of Nurses Office or Personnel Department. Exceptions shall be made by the employer upon the employee producing proof of his inability to give notification. After such absence the employer shall send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated.
- f. If he does not return to work within three (3) working days when recalled from a lay-off. Exceptions shall be made by the employer upon the employee producing proof of his inability to give notification.
- g. Failure to return to work within the time limits of a leave of absence or an extended leave of absence will be treated the same as (f) above.
- h. If he is laid off during the term of this agreement for a continuous period of two years. Employees with less than 2 years service to be limited to their seniority.

ARTICLE XI
SHIFT PREFERENCE

Section 1.

Shift preference will be granted on the basis of seniority within the classification as openings occur. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which a written request is made, provided the employee can do the work.

Section 2.

Transfer requests must be made within one week after opening occurs. In no event shall an employee be transferred more than once in a twelve (12) month period, except in the cases of promotions.

ARTICLE XII
HOURS OF WORK

Section 1.

The regular hours of work each day shall be consecutive excluding one-half hour lunch period.

Section 2.

The work period shall consist of 80 hours within two (2) calendar weeks.

Section 3.

Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute the regular work day. Registered Nurses will not be required to remain on duty during their half-hour lunch period.

Section 4.

In any established departments, the shift periods shall be as follows:

a. First (1st) shift is any shift that regularly starts on or after 6:00 A.M. but on or before 9:00 A.M.

b. Second (2nd) shift is any shift that regularly starts on or after 2:00 P.M. but on or before 5:00 P.M.

c. Third (3rd) shift is any shift that regularly starts on or after 10:00 P.M. but on or before 1:00 A.M.

Section 5.

Work schedules showing the employee's shifts, workdays and hours shall be posted on all department bulletin boards at all times.

Section 6.

In emergency situations, or temporary staff shortages, work schedules may be changed for a period not to exceed such declared emergency and/or temporary staff shortages.

Section 7.

Supervisory personnel (Supervisory are outside of the bargaining unit) shall not perform work in any job classification of the bargaining unit; however, when regular employees are not available due to declared emergency situations or temporary staff shortages, supervisory employees may be required to perform work within the bargaining unit.

Section 8.

Whenever a general duty Registered Nurse is required by the hospital to work in the capacity of an Assistant Head Nurse,

compensation will be paid for all hours worked in such capacity at the current hourly rate provided for Assistant Head Nurses.

ARTICLE XIII
REST PERIODS

All employees' work schedules shall provide for two fifteen (15) minute rest periods during each shift. These rest periods are to be taken at a scheduled time to allow for the continuous and effective operation of the Hospital. These rest periods may not be accumulated.

ARTICLE XIV
MEAL PERIODS

All Registered Nurses shall be granted an unpaid lunch period of thirty (30) minutes during each work shift. These meal periods are to be taken at a scheduled time in order to allow for the continuous and effective operation of the hospital. If a Registered Nurse is required to perform any work or remain in the hospital during this lunch period she shall be paid for the lunch period - thirty (30) minutes.

ARTICLE XV
CLEAN UP TIMES

Section 1.

Employees shall be granted necessary time at the beginning and before the end of each shift for the purpose of changing uniforms and personal clean-up. This time is to be considered time worked.

Section 2.

Work schedules shall be arranged so employees

may utilize this provision and the employer shall make available the facilities required by law.

ARTICLE XVI
HOLIDAYS

Section 1.

Employees shall be eligible for one holiday with pay (designated below) for each 208 straight time hours of work performed, but not to exceed ten and one-half (10½) holidays per calendar year.

Section 2.

Employees must work their scheduled day before and their scheduled day after a holiday in order to be paid for the holiday.

Section 3.

Full time and Regular Part-time employees having earned accruals under Section 1 who are scheduled to work on any of the following major holidays will be paid double time and one-half for the holiday work, or may elect to be paid time and one-half with a compensatory day off upon request:

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 4.

Full time and Regular Part-time employees having earned accruals under Section 1 may designate any other holiday which they desire to receive holiday pay or paid time off up to a maximum of four and one-half days per year.

Section 5.

Holiday pay shall be paid to eligible employees at their current hourly rate exclusive of shift premiums for all hours earned under Section 1.

Section 6.

Whenever an employee is on inactive status due to a layoff, sick leave, or an approved leave of absence and she has holiday accruals earned under Section 1, she may elect to receive holiday pay.

ARTICLE XVII
VACATIONS

Section 1.

Vacation leave can be used only after the employee has served at least 2080 hours. He will then be allowed one (1) 8 hour day vacation day for each 208 hours worked. Use of vacation time can only be scheduled with the department head's approval.

Section 2.

Vacation leave may be cumulative, but not to exceed four calendar weeks. An employee who elects to accrue annual leave will not be granted vacation time in any one year in excess of the vacation time permitted for his years service. Upon termination of employment, an employee shall be compensated for his accrued vacation leave. Any excess over four calendar weeks shall be forfeited.

Section 3.

Vacation days being earned during the current service year of the employee shall not be included in the total cumulative days permitted above.

Section 4.

After one year of service with the Genesee Memorial Hospital, full-time employees are entitled to two (2) calendar weeks of vacation leave. After five (5) years the vacation leave will be increased to three weeks, and after ten (10) years to four weeks. Vacation leave for regular and annual part-time employees shall accrue at the rate of one day of vacation leave for each 208 hours of work. The vacation period should be taken at one time. A divided vacation may be permitted. Vacation time shall not accrue during the period the employee is absent during sickness or other absence without pay.

Section 5.

Vacation pay will be paid at the base rate of the employee (exclusive of shift premium). Base salary shall include any increase in salary that such employee may receive under any present or future salary schedules by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plans.

Section 6.

Seniority shall govern the choice of vacation periods, subject to reasonable scheduling requirements of the hospital, provided the senior employee makes his choice of vacation time on or before the end of the scheduling period.

Section 7.

If any employee becomes ill and is under the care of a duly licensed physician for a period of five (5) days or more during his vacation, and the employee has accumulated sick leave credits, his vacation for the number of days sick shall be re-scheduled.

ARTICLE XVIII
SICK-ACCIDENT AND LIFE INSURANCE

Section 1.

The Hospital will make available, and pay the cost of, a Sick and Accident Insurance Program in accordance with the terms of the Specimen Policy attached hereto as Exhibit No. 2, and a Life Insurance Program in accordance with the terms of the Specimen Policy attached hereto as Exhibit No. 3.

Section 2.

All full-time and regular part-time employees on the seniority list will become eligible for the said Insurance Benefit Programs immediately upon completion of the Insurance Contracts. Regular part-time employees will receive coverage on a pro rata basis in the proportion which the number of hours they work in a contract year bears to 2080.

Section 3.

Any employee on lost time disability benefits under the Insurance Program will not accrue vacation, sick or holiday benefits, and amounts received by employees under such program do not constitute paid time for seniority purposes.

Section 4.

All probationary employees are excluded from the programs mentioned in Sections 1 and 2 above.

Section 5.

An employee who is separated from work because of lay-off, or authorized leave of absence without pay may, if he desires to continue coverage, make cash payments to the Hospital for continuation of the Life Insurance Benefit Program. (The agreement with the Insurance Carrier permits

collection on a cash basis for a period of three (3) months). Payments must be made by cash or money order and be in the accounting department prior to the fifteenth (15th) day of the billing month.

Section 6.

Eligible employees will be granted five (5) personal leave days with pay during any contract year. Said 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. If not used, they may be carried over from one year to the next.

Section 7.

Sick leave days heretofore earned under the prior program up to the effective date of the Insurance Program will remain credited to said employees and may be used by employees in accordance with the prior program until exhausted, subject to the limitation that no more than 20% of the total days now accrued by employees in the unit may be used in any one contract year. No such sick leave days will be earned or accrued after the effective date of the Insurance Program.

Section 8.

When death occurs in an employee's immediate family, i.e., husband, wife, father, mother, brother, sister, son, daughter, father-in-law and mother-in-law, the employee, on request, will be excused for any of the first three (3) scheduled working days, immediately following the date of death provided he attends the funeral.

An employee excused from work under this Section shall, after making written application, receive the amount of wages he would have earned by working during straight time hours, exclusive of any shift premium, on such scheduled days of work for which he is excused.

ARTICLE XIX
MEDICAL DISPUTES

In the event of a dispute involving any employees' physical ability to perform his job on his return to work at the Hospital from a lay off or leave of absence of any kind and the employee is not satisfied with the determination of the employer's doctor, he may submit a report from a licensed physician of his own choosing. If the dispute still exists, the matter may be submitted to the Grievance Procedure Step 4 (Administrator).

ARTICLE XX
LEAVE OF ABSENCE

Section 1.

Employees shall be eligible for leaves of absence after 520 hours of service with the employer. Leaves of absence are for employees who, in addition to their regular sick and vacation time, require time off from their employment.

Section 2.

Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Section 3.

Authorization or denial for a leave of absence request shall be furnished to the employee by his immediate supervisor, and it shall be in writing.

Section 4.

The seniority of the employee will be changed by the number of hours the employee is on his leave of absence. The maximum period an employee will be permitted time off without loss of seniority and employment is three months.

Section 5.

Further extension over three months may be granted after thorough investigation and upon a finding that extension of time is necessary and just and is recommended by the Personnel Department.

Section 6.

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

a. Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties, without loss of pay, during which time they are engaged in active duty for defense training. Such leave shall not exceed two (2) calendar weeks.

b. Employees who are called for a physical for the armed services, are to be granted pay for the day of the physical.

c. Employees in other than a temporary position who shall be inducted into the Armed Forces of the United States

or who shall volunteer for such service, shall, upon completion of such service, be reinstated to their former position or to a position of like seniority, status and pay, with the further provision that the length of service with the Armed Forces shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorably discharged from the said military service, that the employee is still mentally and physically qualified to perform the duties of such position and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge referred to, or from hospitalization continuing after such discharge for a period of not more than one (1) year.

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

e. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable Federal Laws in effect on the date of this agreement.

Section 7.

Employees shall be granted a leave of absence with pay when they are required to report for jury duty.

a. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty.

Section 8.

Employees required, either by the Hospital or any public agency having the power of subpoena, to appear before a court or such agency on any matters related to their work at the Hospital and in which they are personally involved as a defendant, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

a. Such employees shall be paid the difference, if any, between the compensation they receive from the Court or Agency and their wages for time necessarily spent in such service.

Section 9.

Leaves of absence without pay will be granted to any employee elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed one (1) employee and the number of working days will not exceed five (5) in any one (1) calendar year.

Section 10.

Subject to personnel needs and budget limitations, the Hospital will allow Registered Nurses to attend conferences of significant professional importance which will tend to improve the Nurse's ability as such. The Administrator or his designated representative will select the conferences which are of importance to the Hospital's operations and will designate the Nurse(s) who will attend, on the basis of the subject matter involved and the needs of the particular nurses concerned therewith. The Nurses selected will be given time off, with pay, to attend such conference, and

the Hospital will honor properly submitted expense vouchers as to out-of-pocket expenses related to attendance thereat.

Section 11.

An employee may request emergency leave by telephone if he is off duty at the time the emergency arises. The requests made by telephone must be made to the Director of Nurses or the Personnel Director. If neither is available, to the Supervisor of Nurses on duty at that particular time. If leave is not granted it will be a proper subject for grievance procedure at personnel level.

Section 12.

Unpaid leaves of absence for a limited period--not to exceed three months--shall be granted for any reasonable purpose and such leaves may be extended or renewed only as provided in this article.

Section 13.

An employee not exceeding one (1) at any one time elected to any Union Office or selected by the Union to do work which takes him from his employment shall be granted a leave of absence without pay, not to exceed two (2) years or the term of office, whichever is shorter.

Section 14.

To be eligible for maternity leave, an employee must have at least nine (9) months seniority.

Section 15.

Maternity leave--not to exceed one (1) year--shall be granted at the request of an employee.

Section 16.

A woman requesting maternity leave shall be entitled to a leave of absence not to exceed one (1) year. When said employee gives written notification to the Hospital of her desire to return to work, the Hospital may reinstate said employee within two (2) weeks from receipt of written notification, if a position is available for which the employee is qualified, and in accordance with the seniority provisions of the Hospital for its employees. If the employee is not re-employed within a period of one (1) month, it will become a matter for a special conference. All employees requiring such leave shall be expected to undergo a physical examination before and after the period of leave. The employee must leave by the sixth (6th) month, or sooner, if found medically advisable.

Section 17.

An employee wishing to further his education in his chosen profession may be granted educational leave for a maximum of two (2) years without pay. Seniority will not accumulate during such leave. This leave may be extended by mutual agreement.

ARTICLE XXI HEALTH AND WELFARE

Section 1.

The Hospital shall pay the cost, for regular full-time employees on the seniority list of an applicable single person, two persons, or family Group MVF-1 Blue Cross-Blue Shield, semi-private subscription rate, or equivalent, and those employees who do not elect to receive the same will be compensated in an amount equivalent to the

single person Blue Cross-Blue Shield MVF-1 semi-private subscription rate.

Section 2.

Regular part-time employees on the seniority list will be eligible for enrollment in the group hospitalization plan and will receive coverage on a pro rata basis in the proportion which the number of hours they work in a contract year bears to 2030.

Section 3.

An employee who is separated from work because of lay-off, lost time benefits under the Insurance Program, or authorized leave of absence without pay, may, if he desires to continue coverage, make cash payments to the Hospital for continuation of Blue Cross-Blue Shield coverage (The agreement with Blue-Cross-Blue Shield permits collection on a cash basis for a period of three (3) months). Payment must be made by cash or money order and be in the accounting department prior to the fifteenth (15th) day of the billing month.

ARTICLE XXII LIABILITY INSURANCE

The Hospital shall maintain in force, a liability coverage for all employees working in the Hospital and who may be subject to liability claims for incidents arising out of their Hospital employment.

ARTICLE XXIII RETIREMENT PROGRAM

Employees shall be governed by the "Genesee County Employees' Retirement System" as reflected by the official minutes of the Genesee County Board of Commissioners.

ARTICLE XXIV
SALARIES AND WAGES

Section

Salaries and Wages shall be paid in accordance with the following hourly rated schedule:

	<u>Start</u>	<u>2nd Year</u>	<u>3rd Year</u>
General Duty Nurse	\$4.26	\$4.50	\$4.78
Ass't. Head Nurse	4.45	4.78	5.00
Head Nurse	4.66	5.00	5.24

Section 2.

A full-time position is that which requires eighty (80) hours of work in a bi-weekly period.

Section 3.

A part-time position is that which requires less than eighty (80) hours of work in a bi-weekly period.

Section 4.

The employer shall continue the practice of bi-weekly pay periods for the employees, provided however, that all employees shall receive pay during their regular working hours.

ARTICLE XXV
AUTOMATIC ADJUSTMENTS

Section 1.

An automatic adjustment shall be made quarterly during the term of this agreement, effective with the beginning of the pay periods which commence on or immediately after March 1, June 1, September 1, and December 1.

Section 2.

Said adjustment shall be based upon the official Consumer Price Index for Urban Wage Earners and Clerical Workers (including

single workers)-- "all items", published by the Bureau of Labor Statistics, U. S. Department of Labor (1957-1959=100) and hereinafter referred to as the B.L.S. Consumer Price Index.

Section 3.

Effective with the beginning of the pay period starting on March 1, 1971, and thereafter at quarterly intervals during the life of this agreement, said adjustments shall be made as follows:

Effective Date of Adjustment Into Base Rates

First pay period beginning on or after March 1, 1971, and at quarterly intervals thereafter.

Based Upon

B.L.S. Consumers Price Index of October 15, 1970, published in November as compared to the Index of January 15, 1971, published in February with each quarterly index on said dates to be compared to the preceding quarterly index.

Section 4.

The amount of any wage rate adjustment shall be one cent (1¢) per hour for each change of four tenths of a point (.4) in the index during the base period. Changes in the index which result in an adjustment of more than one-half cent ($\frac{1}{2}$ ¢) will result in an adjustment of one cent (1¢) but a change in the index which would result in an adjustment one-half cent ($\frac{1}{2}$ ¢) or less will be computed at the next lower cent.

Section 5.

In no event will a decline in the B.L.S. Index in any base period, provide the basis for a reduction in classification wage rates in excess of fifty percent (50%) of the amount by which such rates have been increased in prior base periods, nor will recovery from decreases in the Index be reflected in upward adjustments

in rates beyond the amounts of said reductions.

Section 6.

In the event the B.L.S. does not issue the C.P.I. on or before the beginning of the pay period referred to in Section 3 above, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

Section 7.

No adjustments, retroactive or otherwise, shall be made due to any revision which may later be in the published figures for the B.L.S. Consumer Price Index for any base month.

Section 8.

The parties agree that the continuance of said adjustments is dependent on the availability of the monthly B.L.S. Consumers Price Index in its present form and calculated on the same basis as the index for October, 1969, published in November.

ARTICLE XXVI

OVERTIME

Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions:

a. Daily

All work performed in excess of eight hours in any work day.

b. Periodically

All work performed in excess of eighty (80) hours in any work period.

Section 2.

Overtime work shall be distributed equally to employees working within the same job classification as far as practicable.

ARTICLE XXVII
LONGEVITY

Section 1.

Upon completion of 14560 hours of service which is 7 years, an employee is entitled to 2% salary increase upon their current compensation, excluding shift premium pay.

a. Upon completion of 20800 hours the amount is increased to 4% of their current compensation, excluding shift premium pay.

b. The complete service longevity plan is as follows:

<u>Years of Employment</u>	<u>% of Salary (Excluding Shift Premium Pay)</u>
7 Years	2%
10 Years	4%
13 Years	6%
16 Years	8%
19 Years	10%

ARTICLE XXVIII
SHIFT DIFFERENTIAL

A regular annual employee, working a regular shift during which the majority of his working hours are between 5:00 P.M. of one day and 7:00 A.M. of the next day, shall be entitled to 6.5% premium on his salary, including longevity pay.

ARTICLE XXIX
CALL-IN PAY

Section 1.

An employee called in for duty, at the employer's request, for work which is outside of and not continuous with his regular work period, shall be granted at least four (4) hours pay at the applicable rate.

Section 2.

An employee's call-in pay shall commence at the time of the call, providing the employee reports for work within one hour from the call. An employee called in on duty shall be entitled to all premium pay in addition to the applicable rate.

Section 3.

This article does not apply to less than full-time employees.

ARTICLE XXX
WORK RULES

The Union recognizes the right of the hospital to establish and enforce reasonable work rules and regulations, not inconsistent with the terms of this agreement. All questions as to the reasonableness shall be processed through the Grievance Procedure.

ARTICLE XXXI
WORK FORCE CHANGES

Section 1.

The employer will make promotions within the bargaining unit available on a seniority basis to its employees who possess the general physical qualification for the job as well as factors such as the special qualifications, prior evaluations, if any, and training necessary for the job under consideration.

Section 2.

Job vacancies will be posted for a period of five (5) calendar days in a conspicuous place in the work areas in the unit.

Section 3.

Such notice shall remain posted for five (5) calendar days before the job is filled.

Section 4.

The employer will not be obligated to consider a request for promotion from an employee unless he submits his request during the posted period.

Section 5.

The employee who is promoted shall be granted up to a thirty (30) day trial period to prove his ability.

Section 6.

During the trial period, the employee shall have the opportunity to revert to his former classification. If the employee is unsatisfactory in the new position, he will be returned to his former classification without loss of seniority.

Section 7.

In the event that an employee is down-graded or up-graded permanently, the employee shall receive the rate of the new occupational level effective the first full pay period following the notice date of promotion. When an employee is reclassified to a higher occupational level he will receive the pay rate next higher in the new occupational level than the pay rate he received in his old occupational level. When an employee is reallocated to a higher occupational level, he will receive the pay rate in the new occupational level in the same service step-up that he occupied in the previous occupational level.

Section 8.

When an employee is down-graded or up-graded temporarily to a different occupational level, in the event of emergencies or for vacation relief, the employee shall continue to receive permanent salary, but not to exceed a period of two calendar weeks. In the event that such a temporary change in classification exceeds two calendar weeks, then the employee shall receive the rate of the classification

to which he has been upgraded. When an employee is reclassified to a higher occupational level he will receive the pay rate he received in his new occupational level in the same service step-up that he occupied in the previous occupational level.

Section 9.

Seniority employees who are laid-off will be covered by the Genesee County Lay-Off Plan as reflected in the official minutes of the Board of Commissioners.

Section 10.

When there is a decrease in the work force, the following procedure shall be followed: Probationary employees will be laid off on a unit wide basis, provided the employees with seniority can perform the available work.

Section 11.

Seniority employees will be laid off according to seniority on a unit wide basis provided the employees with the greatest seniority are able to perform the available work. However, the employer shall not be required to place an employee in a higher rated classification at the time of layoffs.

Section 12.

Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff.

Section 13.

When the work force is to be increased after a layoff, employees will be recalled according to seniority, in reverse order of layoff, provided the employees with the greatest seniority are able to perform the available work.

Section 14.

Notice of recall may be by telephone call, confirmed by certified mail.

Section 15.

An employee desiring to resign from employment with the Hospital will be expected to provide two weeks' advance notice.

ARTICLE XXXII
WORKMEN'S COMPENSATION

Section 1.

In the event an employee sustains an occupational injury the employee shall be compensated for all hours lost as a result therefrom, for which he is not entitled to workman's compensation, as though he would have worked. Such compensation shall not be deducted from the employee's accumulated sick leave under the prior sick plan. The employer shall have the right to require reasonable proof that the injury is of the nature so as to necessitate the employee's absence, and the employee may be required to establish proof of injury as provided by workman's compensation law.

Section 2.

Employees will be allowed to use accumulated sick leave to offset the loss or difference between workman's compensation and his regular weekly wage. The rate of sick leave deduction or use shall be one third (1/3) day for each

day used; the number of sick days charged in this manner must be a number equivalent to a full day's pay in order to prevent fractional balances, provided the employees have accumulated sick leave remaining which they earned under the prior sick plan.

Section 3.

Seniority of the employee will accumulate during compensation leaves and the Hospital will continue to provide Blue-Cross-Blue Shield coverage, sick-accident and life insurance and permit the accrual of vacation time.

ARTICLE XXXIII
GENERAL PROVISIONS

Section 1.

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

Section 2.

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

Section 3.

The union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE XXXIV
GENERAL

Section 1.

Registered Nurses, upon request of their physician, or the Hospital physician, shall be permitted to have routine chest X-rays, blood counts (CBC) and urinalysis, within the Hospital without charge.

Section 2.

The Employer will provide an enclosed bulletin board on the ground floor that may be locked which may be used by the Union for posting notices of the following types:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections.
- c. Notices of results of Union elections.
- d. Notices of Union meetings.
- e. Notices pertinent to the administration of the Union.
- f. All such Notices are to be signed by the Chief Steward.

Section 3.

The Union shall have the exclusive right to the use of this bulletin board. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Board, the President of the Local Union will be advised by the Personnel Office and a special conference will be called.

Section 4.

The Hospital agrees that during working hours, on the Hospital's premises, and without loss of pay within the limits stated above, union stewards shall be allowed, as provided in the

grievance procedure to:

- a. Post Union Notices
- b. Attend Negotiating Meetings
- c. Transmit Communications--authorized by the local union or its officers to the Hospital or its representative.

Section 5.

The Hospital agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, whether Local Union representatives, Council representatives or International representatives shall be allowed to enter the hospital premises in connection with a grievance or the enforcement of this Agreement at Step 4.

Section 6.

Union representative, Local, Council or International, will make prior arrangement with the Hospital Administrator or the Personnel Director of the Hospital, unless his presence is requested by either.

ARTICLE XXXV
REOPENER FOR WAGES

This agreement shall be opened for negotiations twice during the three year term in the later part of 1971 and 1972 for the purpose of establishing new salaries and wage rates under Article XXIV, Section 1, to be effective on January 1, 1972 and January 1, 1973 respectively.

ARTICLE XXXVI
ENTIRE AGREEMENT

The foregoing articles constitutes the entire formal relationship between the Hospital and the Union. No verbal statement or understanding shall supersede any of its provisions. These articles delineate all rights and obligations in existence between the parties that were or could have been subjects of collective bargaining and replaces or supersedes all prior relationships, past practices and agreements, by contract or otherwise.

ARTICLE XXXVII
TERMINATION

This agreement shall be effective on the 1st day of January, 1971, and shall remain in full force and effect until the 31st day of December, 1973. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the following paragraph.

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

forth in the preceding paragraph. This agreement may be extended by mutual agreement on a day to day basis after termination.

In witness whereof, the parties hereto have set their hands this 28th day of January, 1971.

FOR THE UNION:

Doris Baer, R.N., Chapter President
William Lucas, Director
Marjorie Spencer, R.N.
Maxine Hoyt, R.N.

FOR THE EMPLOYER:

William Mohan, Pres., Board of County Inst.
William L. Mallory, Executive Director
Homer W. Read, Administrator
James Cherry, Personnel Director
John Kragg, Ass't. Corporation Council