

5-2-76

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

A G R E E M E N T

between

GRAND VIEW HOSPITAL

and

GRAND VIEW HOSPITAL EMPLOYEES' UNIT OF LOCAL 992
affiliated with
International Union of the American Federation
of State, County, and Municipal Employees,
and
Council 55, AFL-CIO

05/05/75 -- 05/02/76

Grand View Hospital

*Grand View Hospital
P.O. Box 708
Ironwood, Michigan
49938*

TABLE OF CONTENTS

<u>ARTICLE, SECTION AND TITLE</u>	<u>PAGE</u>
ARTICLE I. PURPOSE AND INTENT	1
ARTICLE II. RECOGNITION OF THE HOSPITAL'S RIGHT TO MANAGE	1
ARTICLE III. RECOGNITION OF THE UNION	2
ARTICLE IV. UNION SECURITY AND CHECK-OFF.....	2
Section 1. Union Security	2
Section 2. Check-Off	4
ARTICLE V. STEWARDS AND ALTERNATE STEWARDS	6
ARTICLE VI. SPECIAL CONFERENCES	6
ARTICLE VII. GRIEVANCE PROCEDURE	7
Section 1. Definition of a Grievance.....	7
Section 2. Steps of the Grievance Procedure.....	7
Section 3. Rules of Grievance Procedure.....	8
ARTICLE VIII. DISCIPLINE AND/OR DISCHARGE	9
Section 1. Right of Hospital to Discipline and/or Discharge.....	9
Section 2. Right of Employee to Appeal Discipline and/or Discharge	10
ARTICLE IX. STRIKES AND WORK INTERRUPTIONS	11
ARTICLE X. SENIORITY AND CATEGORIES OF EMPLOYMENT.....	11
Section 1. Definition of Seniority.....	11
Section 2. Probationary Employees.....	11
Section 3. Full-Time Employees.....	12
Section 4. Part-Time Employees.....	12
Section 5. Seniority Lists.....	12
Section 6. Loss of Seniority.....	12
Section 7. Shift Preference.....	12
Section 8. Seniority of Stewards and Union Officers.....	13
Section 9. Layoff.....	13
Section 10. Recall Procedure.....	13
ARTICLE XI. TRANSFERS, VACANCIES, NEWLY-CREATED POSITIONS.....	14
Section 1. Transfers Out of the Bargaining Unit	14
Section 2. Vacancies.....	14
Section 3. Newly-Created Positions	15
Section 4. Temporary Assignments	16
ARTICLE XII. LEAVES OF ABSENCE	16
Section 1. Maternity Leave.....	16
Section 2. Military Leave of Absence.....	16
Section 3. Personal Business Leave.....	17
Section 4. Sick Leave.....	17
Section 5. Leave for Union Business.....	17
Section 6. Educational Leave.....	17
Section 7. Accrual of Benefits While on Leave.....	17
ARTICLE XIII. MISCELLANEOUS.....	17
Section 1. Definition of Year of Service.....	17
Section 2. Union Bulletin Boards.....	18
Section 3. Printing of Contract.....	18
Section 4. Rates for Newly Created Positions.....	18
Section 5. Equalization of Overtime Hours.....	18
Section 6. Safety Committee.....	19
Section 7. Wage Scales and Other Compensation.....	19

ARTICLE, SECTION AND TITLE

PAGE

ARTICLE XIV.	FRINGE BENEFITS-----	19
Section 1.	Workmen's Compensation-----	19
Section 2.	Shift Premium-----	19
Section 3.	Work Day, Lunch Period and Rest Period-----	20
Section 4.	Paid Sick Leave and Health & Accident Insurance -----	20
Section 5.	Funeral Leave -----	20
Section 6.	Overtime-----	21
Section 7.	Holidays-----	21
Section 8.	Vacation-----	22
Section 9.	Pension Plan-----	23
Section 10.	Hospitalization-Medical Insurance -----	23
Section 11.	Life Insurance-----	23
Section 12.	Jury Duty Pay-----	24
Section 13.	Health Examination-----	24
ARTICLE XV.	DURATION OF AGREEMENT -----	24

APPENDICES INCORPORATED WITH AGREEMENT.

LETTERS OF UNDERSTANDING

APPENDIX "A" - WAGE SCALE, 05/05/75

AGREEMENT

This Agreement is entered into between GRAND VIEW HOSPITAL, hereinafter referred to as the "Hospital", and GRAND VIEW HOSPITAL EMPLOYEES' UNIT OF LOCAL 992, Affiliated with International Union of the American Federation of State, County and Municipal Employees, and Council 55, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I -- PURPOSE AND INTENT

The general purposes of this Agreement are to set forth the parties' entire mutual understanding on wages, hours and other terms and conditions of employment; to promote orderly and peaceful labor relations between the Hospital, its employees, and the Union; to provide a procedure for the adjustment of employee grievances; and, mutually to recognize that the Hospital's services are essential to the community and that the public has a legitimate interest in having those services promptly and properly performed without interruption. To such desirable ends, the Hospital and Union encourage, to the fullest degree, harmonious and cooperative relationships between their respective representatives at all levels, and among all employees.

ARTICLE II -- RECOGNITION OF THE HOSPITAL'S RIGHT TO MANAGE

The Union recognizes and agrees that the Hospital has the right to manage and operate the Hospital. The right to manage and operate means the right to do anything it sees fit, provided it is reasonable and related to the Hospital. The Union agrees that it will not disrupt or interfere with this exclusive right. It is understood and agreed that such right shall not be construed by the Hospital as an authorization to violate this Agreement.

An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him by the Hospital (unless his doing so would obviously jeopardize the health or safety of himself or others beyond any such risks which may be inherent in the work of his classification). He shall raise any question he has as to the Hospital's right to give him this order or instruction only after he carries out the order or instruction, and his question must be based on a reasonable and sensible reading of a specific provision, or specific provisions, of this Agreement.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Hospital, except those which are clearly and expressly relinquished herein by the Hospital, shall

continue to vest exclusively in and be exercised exclusively by the Hospital without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

ARTICLE III -- RECOGNITION OF THE UNION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Hospital does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Hospital included in the bargaining unit described below:

All non-professional, non-technical employees excluding doctors, registered nurses, paramedical employees registered with an appropriate professional or technical society, temporary employees, employees working under a handicapped worker's certificate issued by the U.S. Department of Labor, secretaries to executive offices, supervisors and executives.

It is understood and agreed that temporary employees are those that the Hospital hires on a temporary basis for not more than four-hundred eighty (480) hours in twelve (12) consecutive months. Exceptions to the limit of four-hundred eighty (480) hours may be made when mutually agreed to by Special Conference between the Union and the Hospital. It is understood and agreed also that if a temporary employee exceeds the four hundred eighty (480) hour limit, or additional time limit that may be agreed to by special conference, he shall become a part-time employee and shall be deemed to have completed his probationary period. It is also understood and agreed that the purpose of hiring temporary employees is limited to supplementing the existing regular work force.

ARTICLE IV -- UNION SECURITY AND CHECK-OFF

Section 1. Union Security

(a) No management representative or officer of the Hospital will 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.

(b) No member or representative of the Union shall restrain or coerce:

(1) Employees in the exercise of their rights to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective

negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employers through representatives of their own free choice. This shall not be construed to impair the right of the Union to prescribe its own rules with respect to the acquisition or retention of its membership.

(2) The Hospital in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.

No member or representative of the Union shall cause the Hospital or any of its management representatives or officers to discriminate against any employee with respect to his rights under Act 336 of the Michigan Public Acts of 1947, as amended.

No member or representative of the Union shall refuse to bargain collectively with the Hospital designated bargaining representatives.

(c) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required to continue membership in the Union until such time that such membership is terminated by the employee's written notification to the Hospital's Executive Director and the Union Treasurer of their desire to withdraw from the Union. Any employee exercising this right shall then be immediately subject to payroll deduction of Union service fees.

(d) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay to the Union, through payroll deduction, a service fee equal to the Union membership dues for the duration of this Agreement on or before the thirtieth (30th) day following the effective date of this Agreement.

(e) Employees hired into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall upon completion of their employment as a probationary employee, be required as a condition of continued employment to become members of the Union or pay to the Union, through payroll deduction, a service fee equal to the Union membership dues for the duration of this Agreement.

(f) Employees reinstated into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or to pay to the Union, through payroll deductions, a service fee equal to the Union membership dues for the duration of this Agreement on or before the thirtieth (30th) day following their reinstatement into the unit.

Section 2. Check-Off

(a) Employees who are members of the Union shall tender the initiation fee and monthly membership dues by signing an appropriate Authorization for Payroll Deduction Form. In accordance with the terms of the Authorization for Payroll Deduction hereinafter set forth, the Hospital agrees to deduct union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following form:

AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION MEMBERSHIP DUES AND FEES

TO: Personnel Department
Grand View Hospital

I, the undersigned, voluntarily request and authorize Grand View Hospital to deduct from my earnings the Union membership initiation fee and, once each month, an amount certified by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union.

This authorization shall remain in effect until terminated as provided for in this Agreement between the Hospital and the Union or my employment in the bargaining unit is terminated.

By _____
Print Last Name First Name Middle Name

Date Deduction Starts

Employee's signature

Date Deduction Stops

Street address

City and State

(b) Employees who are not members of the Union shall tender the monthly Union service fee by signing an appropriate Authorization for Payroll Deduction form. In accordance with the terms of the Authorization for Payroll Deduction hereinafter set forth, the Hospital agrees to deduct the union service fee as provided for in this Agreement from the pay of each employee who executes or has executed the following form:

AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION SERVICE FEES

TO: Personnel Department
Grand View Hospital

I, the undersigned, not being a member of the Union, do hereby acknowledge that as a condition of continued employment I am required to pay to the Union a monthly service fee and hereby authorize Grand View Hospital to deduct from my earnings each month the Union monthly service fee agreed upon by the Hospital and Union. The amount deducted shall be paid to the Treasurer of the Union.

This authorization shall remain in effect until terminated as provided for in the Agreement between the Hospital and the Union or my employment in the bargaining unit is terminated.

By _____
 Print Last Name First Name Middle Name

_____ Employee's signature
Date Deduction Starts

_____ Street address
Date Deduction Stops

_____ City and State

(c) Deduction of the Union membership dues or Union Service fees shall commence on the second pay check of the month following the date a properly executed Authorization for Payroll Deduction form is presented to the Hospital's Personnel Department and shall continue on the second pay check of each month thereafter as long as the Authorization for Payroll Deduction is valid. Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union. With the remittance the Hospital shall transmit the following:

- (1) A list of the employees from whom Union membership dues have been deducted.
- (2) A list of the employees from whom Union service fees have been deducted.
- (3) A list of the employees who have terminated employment during the previous month.

(d) An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

(e) The Union agrees to indemnify and save the Hospital harmless against any and all claims, suits, and other forms of liability that may arise as a result of any deduction of contributions, dues or

fees that are determined to have been illegally deducted or by deductions that were made in reliance upon Authorization for Payroll Deduction forms presented to the Hospital by the Union.

ARTICLE V -- STEWARDS AND ALTERNATE STEWARDS

It is mutually recognized that the principle of proportional representation is a sound and sensible basis for determining proper representation. Employees covered by this Agreement shall be represented by the following Stewards:

A Chief Steward and an Alternate Chief Steward

2 Stewards and 2 alternates for nursing service employees

1 Steward and 1 alternate for food service, housekeeping and maintenance employees

1 Steward and 1 alternate for diagnostic service, medical record and office employees

The Chief Steward, at the option of the Union, may serve in place of, but not in addition to any departmental steward. The Chief Steward may assist a departmental steward in the investigation and preparation of any grievance. Alternates shall serve only in the absence of the Steward. The Union shall keep the Hospital Executive Director correctly informed, in writing, of the names of all Officers, Stewards and their Alternates.

Stewards, when functioning under rules of the grievance procedure, shall be permitted time off without loss of pay.

ARTICLE VI -- SPECIAL CONFERENCES

Special conferences for important matters outside the scope of this Agreement will be arranged between the Unit Chairman and the Hospital's Executive Director upon the request of either party. Such meeting shall be between two (2) representatives of the Union and two (2) representatives of the Hospital. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union shall be permitted time off, without loss of pay, for such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

ARTICLE VII -- GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

A grievance is defined as a claim, reasonably founded, on a violation of this Agreement which has occurred not more than thirty (30) days prior to the day it is initiated at Step 1 of the grievance procedure. The Hospital shall have no obligation to honor or consider a grievance which alleges a violation more than thirty (30) days prior to its initiation at Step 1. Any grievance shall refer to a provision or provisions alleged to have been violated and shall set forth the facts of the alleged violation (Article(s) violated, date of violation, what specifically occurred, the names of the employees that may be involved in the facts alleged in the grievance, etc.) and the remedy desired.

Section 2. Steps of the Grievance Procedure

An employee who feels he has a grievance, as above defined, shall discuss it with his departmental steward who shall investigate the alleged facts to determine whether or not the employee has a valid grievance. If the steward believes the employee has a valid grievance, it shall be presented to the Hospital in accord with the rules of the grievance procedure and in accord with the following steps:

Step 1:

The grievance shall be reduced to writing, setting forth the facts (Article(s) violated, date of the violation, what specifically occurred, the names of employees that may be involved in the facts alleged in the grievance, etc.) It shall be signed by the employee and his departmental steward who shall submit it to the appropriate Department Head. The Department Head shall discuss the grievance with the employee and his departmental steward. At such discussion the Department Head may have a second representative present. If, after the discussion, the grievance is granted or withdrawn, it shall be so acknowledged in writing on the originally submitted grievance by signature of the parties. If the grievance is not granted or withdrawn the Department Head shall within nine (9) days after receiving the grievance give a written answer to the employee and steward.

Step 2.

If the Union is not satisfied with the decision at Step 1 and believes the grievance should be carried further, it shall refer it to the Unit Chairman who will review the matter and if the Unit Chairman wishes to carry the grievance further, he shall, in not more than fifteen (15) days after the written decision at Step 1, submit a written notice to the Hospital that the grievance is being appealed for further consideration

by an Appeal Board. The Appeal Board shall consist of three (3) representatives of the Hospital. Other employees of the Hospital, either in the bargaining unit or out of the bargaining unit, may attend the meeting of the Appeal Board if they are necessary to provide information which would assist in clarifying the circumstances of the grievance. The written notice of appeal shall name the three (3) people who will represent the Union as members of the Appeal Board.

Within five (5) days after receiving the written notice of appeal to Step 2, the Hospital shall arrange with the Unit Chairman for a meeting of the Appeal Board. As promptly as practical, after arrangements for an Appeal Board meeting have been made, the Hospital shall confirm in writing to the Unit Chairman, the arrangements for the meeting and shall name the three (3) people who will represent the Hospital as members of the Appeal Board.

Step 3

If the grievance is not resolved by the Appeal Board at Step 2, the Council may, in not more than ten (10) days after the meeting of the Appeal Board send written notice to the Hospital that it is appealing the grievance to Step 3 for hearing and decision by arbitration. As promptly as practical the Hospital and Council shall confer on the selection of a person to serve as an Arbitrator. If mutual agreement is not possible, an Arbitrator shall be selected from a list furnished by the American Arbitration Association and in accord with the rules of the American Arbitration Association. The Arbitrator shall have only the authority of contract interpretation. He shall not have the authority to amend, modify or alter any of the provisions of the Agreement. His decision shall be final and binding on both the Hospital and the Union. The fees and expenses of the Arbitrator shall be paid equally by the parties. The Unit Chairman and any other employee who is a member of the bargaining unit and whose presence is determined by the Arbitrator to be necessary, shall suffer no loss of pay for the time necessary spent at the hearing.

Section 3. Rules of Grievance Procedure

(a) In no event shall the Hospital be liable for back pay for any period prior to forty-five (45) days preceding the day on which the grievance is submitted in writing. Back pay shall be the amount of wages the employee would have earned from the Hospital, less any amount he received or is entitled to from other employment.

(b) For the purposes of the grievance procedure, the day on which action is taken shall not be a part of the time limit provided.

(c) The time limit at any step of the grievance procedure may be extended by written mutual agreement of the parties' representatives at that step.

(d) A Union representative shall date and sign his appeal of a grievance to a higher step; the Hospital's representative receiving it shall give a receipt for it and shall note the date and time he received it. A Hospital representative shall date and sign his answer to a grievance; the Union representative receiving the answer shall give a receipt for it and shall note the date and time he received it.

(e) In the absence of any of the parties specified to participate at any Step, such party may designate an alternate to act in his place.

(f) A grievance not appealed to the next higher Step by the Union within the time limits provided shall be deemed withdrawn and settled on the basis of the last answer given to it. A failure on the part of the Hospital to answer a grievance within the specified time limits shall automatically advance the grievance to the next Step in the grievance procedure.

(g) For working time necessarily spent in investigating a grievance already submitted, or in discussion of such a grievance with the Hospital's representative(s), a Union representative employed by the Hospital shall be paid his regular, straight time hourly rate for those hours which he would otherwise have been at work for the Hospital, it being agreed that such investigation or discussion shall be performed without any undue loss of working time.

(h) In no event shall any Union representative leave his work for grievance processing, as above without first notifying and obtaining the approval of his immediate supervisor, which shall be granted as promptly as is practicable under the circumstances. He shall promptly report his presence to the supervisor of any department into which his grievance processing shall legitimately take him, and to his own supervisor upon return to his department.

(i) When a grievance discussion takes place during the working hours of the grievant and his presence is required during the discussion, he will, upon request to his immediate supervisor, be allowed to leave work as soon as he can be spared therefrom as determined by his supervisor. He shall be paid at his regular, straight-time, rate for work hours so lost when he is present during consideration of his grievance.

(j) It is understood and agreed that any grievance settlement arrived at is final and binding upon the Hospital and the Union, and also, cannot be changed by any employee.

ARTICLE VIII -- DISCIPLINE AND/OR DISCHARGE

Section 1. Right of Hospital to Discipline and/or Discharge

A representative of the Hospital may discipline an employee for proper cause. Disciplinary action may range from written reprimand through discharge, depending upon the nature of the

employee's offense, the circumstances under which and the manner in which it was committed, and the employee's record during the immediately preceding two (2) years.

When the Hospital disciplines or discharges an employee, it shall, either by personal delivery or by certified mail, furnish the employee and the Unit Chairman, or in his absence another Union representative, a signed notice of the discipline or discharge indicating the reasons therefore and the effective date of the same.

If the employee wishes to discuss the discipline or discharge with the Unit Chairman, or in his absence another Union representative, either or both of them shall notify the Executive Director, or during his absence the person acting in that capacity, of their wish to do so and he shall make available an area where they may discuss the matter in privacy before the effective date of the discipline or discharge.

Section 2. Right of Employee to Appeal Discipline and/or Discharge

Disciplinary action and/or discharge may be appealed in the procedure set forth in this section but may not be a subject of the grievance procedure set forth in Article VII.

The disciplined employee or Unit Chairman shall, for a period of not more than three (3) days after receipt of the notice of discipline, have the right to appeal a disciplinary or discharge action.

When a disciplined or discharged employee or the Unit Chairman wishes to appeal a disciplinary or discharge action the Unit Chairman shall, within three (3) days after receiving the notice of discipline or discharge, present a written appeal to the Executive Director. The appeal shall state any reason(s) either of them may have to feel the disciplinary action or discharge is unwarranted. In not more than seven (7) days after receiving the written appeal the Executive Director shall give a written decision to the employee and the Unit Chairman.

If the employee or Unit Chairman is not satisfied with the decision, the Unit Chairman shall, in not more than five (5) days after receiving the Executive Director's written decision, submit a written notice to the Executive Director that the decision is being appealed for further consideration by an Appeal Board consisting of two (2) representatives of the Union and two (2) representatives of the Hospital. The written notice of appeal shall name the two (2) people who will represent the Union as members of the Appeal Board.

Within five (5) days after receiving the written notice of appeal the Hospital shall arrange with the Unit Chairman for a meeting of the Appeal Board. As promptly as practical after the arrangements for an Appeal Board meeting have been made, the Hospital shall confirm in writing to the Council, the arrangements for the meeting and shall name the two (2) people who will represent the Hospital as members of the Appeal Board.

ARTICLE IX -- STRIKES AND WORK INTERRUPTIONS

The parties of this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services for any reason whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for work, nor shall they absent themselves from their work, or abstain, in whole or in part, from the full, faithful and proper performance of the duties of their employment, or picket the Hospital's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppage of work, or any acts that interfere in any way or to any degree with the service of the Hospital during the term of this Agreement.

Any employee violating the provisions of this Article shall be subject to immediate disciplinary action or discharge in the discretion of the Hospital. The question of whether or not any employee violated this Article shall be subject to the grievance procedure.

When the Union receives notice that any strike, sit-down, work stoppage, or any other act that constitutes a violation of this Article is occurring or is threatening, the Union shall take immediate action to stop or prevent the same.

ARTICLE X -- SENIORITY AND CATEGORIES OF EMPLOYMENT

Section 1. Definition of Seniority

Seniority is defined as continuous service with the Hospital and shall be established as follows:

- (a) Full-time employees on the basis of his last date of hire as a full-time employee.
- (b) Part-time employees on the basis of total hours worked since last date of hire.

Seniority shall not be affected by the race, sex, marital status or dependents of an employee. Except when otherwise specified, seniority whenever referred to in this Agreement shall be applied on a Hospital-wide basis with full-time employees always having priority over part-time employees.

Section 2. Probationary Employees

Employees hired in the Unit shall be considered probationary employees for their first four hundred and eighty (480) hours of work, which shall be accumulated within not more than one (1) year. The parties may agree to an extension of the probationary period. When an employee completes his probationary period he shall be entered on the seniority list from the first hour worked. There shall be no seniority among probationary employees.

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 Article 1 of this Agreement. The Hospital shall have no obligation to re-employ a probationary employee, who is laid off or discharged during his probationary period. The Union shall not represent any discharged, disciplined or laid off probationary employees unless the discharge, discipline or layoff is for union activity. For the purpose of this section, voluntary membership in the Union shall not be construed to mean Union activity.

Section 3. Full-Time Employees

Full-time employees are those who are regularly scheduled eighty (80) hours in the bi-weekly pay period. If approved by the appropriate Department Head a full-time employee may, for reasons of personal health and on a temporary basis not to exceed eight (8) weeks, be scheduled for less than eighty (80) hours in a bi-weekly pay period providing the employee has submitted to his Department Head a written request accompanied by written advice from a physician.

Section 4. Part-Time Employees

Part-time employees are those who are normally scheduled less than eight (8) hours per day or less than eighty (80) hours in the bi-weekly pay period.

Section 5. Seniority Lists

The Hospital shall keep two (2) seniority lists, one (1) for full-time employees and one (1) for part-time employees, and shall provide the Unit Secretary with two (2) copies every one hundred and twenty (120) days. The list shall show the names and job titles and seniority rank of all employees in the unit. It shall also show the names of all temporary employees and the total hours they have worked since their date of last hire.

Section 6. Loss of Seniority

An employee shall lose his seniority for the following reasons:

- (a) He quits.
- (b) He is discharged and the discharge is not rescinded through the grievance procedure.
- (c) Utilization of a leave of absence for purposes other than that for which it was approved.
- (d) He works for another employer or is self-employed while on leave.
- (e) He does not return to work when recalled from layoff as set forth in the Recall Procedure.
- (f) He is laid off for a period equal to his seniority or one (1) year, whichever is the lesser

period of time.

Section 7. Shift Preference

Full-time employees may make their preference of a regular shift assignment to their Department Head in writing. When consistent with the needs of the Hospital and when such shift is vacant on a

permanent regular basis, employees will be assigned on the basis of seniority in their classification and category of employment to the regularly scheduled shift of their written shift preference. When a full-time employee has been granted a regular shift preference that he has requested in writing he shall not be entitled for a period of one (1) year to submit a shift preference to return to the shift within the same classification he left.

Office personnel shall continue to be scheduled in accord with the existing practice of rotating shifts.

Section 8. Seniority of Stewards and Union Officers

Notwithstanding their position on the seniority list, Stewards and Union Officers shall, in the event of layoff of any type, be continued at work so long as there is, in the judgment of the Executive Director, a necessary job in the Unit which they can perform. In the event of a recall, Stewards and Union Officers shall be recalled to work on the first job which they can, in the judgment of the Executive Director, perform. Any such judgment by the Executive Director shall be subject to the grievance procedure at Step 3.

Section 9. Layoff

Layoff is a reduction in the work force of the Hospital, whether it be Hospital-wide or in any of its departments. In the event of a layoff the following procedure will be carried out.

1. Probationary employees in the classification being laid off will be laid off first.
2. Part-time employees in the classification being laid off will be laid off according to seniority after probationary employees in that classification have been laid off.
3. Full-time employees in the classification being laid off will be laid off according to seniority after part-time employees in that classification have been laid off.

Any seniority employee being laid off in accordance with this section shall be given an opportunity to fill any vacancy in any other classification, provided the employee is qualified and willing to take such employment. If no vacancy exists, the affected seniority employee may bump any employee from any classification, provided the seniority employee is qualified and willing to accept such employment.

In the event that a layoff becomes necessary, the Hospital shall give as much notice as circumstances permit and shall endeavor to give at least seven (7) days notice to employees affected.

Section 10. Recall Procedure

Any employee who during a layoff has exercised his seniority to bump an employee in another classification shall be given the opportunity to return to the classification he held immediately prior

to the layoff procedure before employees who were laid off are recalled to work.

When employees are recalled to work, they shall be recalled in order of seniority, with those employees having the greatest seniority being recalled first, provided that the employee is qualified and willing to perform the work available in the vacancy which exists. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If, within three (3) days after receipt of notice the employee does not notify the Hospital of his intent to report for work within ten (10) days from the date of the notice of recall, he shall be considered as a quit. Under extenuating circumstances, exceptions will be made.

ARTICLE XI -- TRANSFERS, VACANCIES, NEWLY-CREATED POSITIONS

Section 1. Transfers out of the Bargaining Unit

If an employee is transferred to a position not included in the Unit and is thereafter transferred again to a position in the Unit, he shall have accumulated seniority while in the position not included in the Unit and shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

In any other transfer not covered above, the Hospital will call for a special conference with the Union in order to provide for protection of the seniority of the employee involved.

Section 2. Vacancies

The Hospital shall, on a permanent basis, post on its main bulletin board an announcement which specifies the following:

- (a) All positions in the bargaining unit.
- (b) Where an employee may obtain information relative to the position (job description, minimum requirements, etc.)
- (c) Any other information pertinent to the position.

Any employee who, by experience and/or training, feels he is qualified for another position in the bargaining unit may submit a written application for such position. Applications must state the information specified in the announcement. If an applicant is determined to not be qualified for the position, the applicant shall, within four (4) weeks after making application be notified that he is not qualified for the position. An applicant who has been so notified may within seven (7) days after such notification submit a written request to be furnished with written reasons for his disqualification. The applicant shall be given such written notification within seven (7) days. If the applicant disputes the reasons for the written disqualification the applicant may, in not more

than seven (7) days after such notification, initiate a grievance at Step 1.

Once an employee has been granted a position under the provisions of this section he shall not, for a period of one (1) year, be entitled to apply for another position.

The Hospital shall, on the basis of qualifications and seniority, give priority to qualified applicants from the bargaining unit before hiring a new employee to fill a vacancy in the unit, providing the applicant has submitted his application at least one (1) week prior to the filling of the vacancy.

Any applicant who has been selected for a position under the provisions of this section shall be governed by the following conditions:

1. They shall be on a trial basis for a period of one hundred sixty (160) hours of work to determine whether or not he wishes to remain in the position and also to determine his ability to perform the work. The parties may agree to an extension of the trial period.

(a) If, during the trial period, the employee wishes to return to his former position, he shall give written notice to the Department Head(s) concerned and the Department Head(s) shall arrange for the return to his former position as soon as schedules and staffing arrangements can be made.

(b) If, during the trial period, the Department Head determines that the employee's work performance is not satisfactory, he shall notify the employee in writing of the reasons his work is not satisfactory and shall arrange for the employee's return to his former position as soon as schedules and staffing arrangements can be made. If the employee wishes to dispute the reasons given by the Department Head he shall have the right to initiate a grievance.

(c) The employee shall be paid at the established rate for the position as soon as he starts on the position. He shall cease to be paid at that rate if his work in that position is discontinued.

Section 3. Newly-Created Positions

Newly-created positions in the bargaining unit, which are to be filled on a full-time basis shall be announced on the Hospital's main bulletin board for a period of seven (7) days. Any employee wishing to be considered for the position shall submit a written application in accordance with the directions stated in the announcement. The general conditions pertaining to application, selection and trial period for filling vacancies under Section 2 of this Article shall apply to the procedure of filling newly-created positions.

If there are no applicants or none of them are qualified, the Hospital may hire a new employee or select the applicant who most nearly meets the qualifications subject to any senior applicant's right to initiate a grievance.

Section 4. Temporary Assignments

Temporary assignments for the purpose of avoiding layoff and filling vacancies caused by employees leaving positions for which a replacement has not yet been found or by employees on any extended absence of two (2) or more weeks duration may be made by the Hospital. Any employee with more seniority who feels he is qualified for the position that a less senior employee was temporarily assigned to, shall have the right to initiate a grievance providing it is done within five (5) days after the temporary assignment was first made.

Employees temporarily assigned to work in a higher classification shall be paid for the entire pay period at the rate of pay for whichever classification they worked the majority of their hours. Employees temporarily assigned to work in a lower classification shall be paid at their regular rate.

ARTICLE XII -- LEAVES OF ABSENCE

Section 1. Maternity Leave

A maternity leave of absence without pay will be granted by the Hospital to any female employee, who is pregnant, pursuant to the following procedure:

1. The employee shall present to the Hospital's Personnel Office a certificate from her physician setting forth his estimate of the date of expected delivery (which shall be conclusively deemed to be correct).

2. A maternity leave shall end six (6) weeks following termination of the pregnancy unless the employee qualifies for leave under the provisions of Section 4.

3. Before returning to work, an employee shall present a certificate from her physician containing his opinion as to her fitness to perform the work of the job to which she would be assigned.

Section 2. Military Leave of Absence

The Hospital abides by the provisions of the Federal regulations regarding re-employment rights as stated in the Universal Military Training and Service Acts of 1940 and 1948, as amended, with respect to the re-employment rights of an employee, and to the granting of leaves of absence in accordance therewith.

Section 3. Personal Business Leave

An employee shall have the right to make application in writing to the Hospital's Executive Director or his designated representative for a leave of absence not to exceed ninety (90) days for sound reasons, which he shall state in his application, but not for the purpose of being gainfully employed or seeking work elsewhere. Granting of such leave shall be in the Hospital's discretion.

Section 4. Sick Leave

An employee who requires a leave of absence because of extended illness or injury, shall, upon application, be granted such leave for the duration of the illness, but not to exceed one (1) year. The Hospital may require that the application for, or a continuation of such leave be supported by a physician's statement. If, upon the expiration of such leave, the employee is unable to return to work, his name shall be removed from the seniority list.

Section 5. Leave for Union Business

Up to three (3) members of the Union, upon written request, shall be allowed not more than thirty (30) days time off, without pay, for union business, providing the number of members and time off requested is reasonable.

Section 6. Educational Leave

Upon written application to the Executive Director an employee shall be granted an educational leave not to exceed one (1) year providing such education or training is for a position which customarily is exclusive to the field of health or hospital services.

Section 7. Accrual of Benefits While on Leave

An employee shall not earn benefits while on leave of absence.

ARTICLE XIII --- MISCELLANEOUS

Section 1. Definition of Year of Service

A Year of Service is defined as that period of time in which an employee, without loss of seniority, is paid for a total of two thousand and eighty (2,080) hours regardless of the length of time it takes to accumulate that number of hours.

Years of Service as defined herein shall be recognized as the basis of establishing wage levels and computation of fringe benefits to which an employee may be entitled under the provisions of this Agreement.

Benefits to which part-time employees are entitled shall, except as specifically otherwise

provided for, be computed as follows:

1. One-half (1/2) the benefit upon the completion of the first one-half (1/2) year of service (1,040 hours).
2. An additional one-half (1/2) benefit upon the completion of one (1) year of service (2,080 hours).
3. A full benefit upon the completion of each consecutive year of service (2,080 hours) thereafter.

Section 2. Union Bulletin Boards

The Hospital will provide a bulletin board, which may be used by the Union for posting notices only of the following types:

1. Notice of recreational and social events
2. Notices of elections
3. Notices of results of elections
4. Notices of meetings
5. Seniority rosters

The Unit Chairman and/or Unit Secretary shall initial or sign all posted notices and shall be responsible to see that all postings are of the type listed above.

Section 3. Printing of Contract

It is mutually agreed between the Hospital and the Local Union that the cost of reproducing the contract shall be shared equally.

Section 4. Rates for Newly Created Positions

When a new position is created in the Unit and it does not reasonably fit into an existing classification it shall be subject to negotiation.

Section 5. Equalization of Overtime Hours

Overtime hours shall be divided as equally as possible among full-time employees in the same classification who desire such overtime. Employees desiring overtime will make their desire known by signing their names to the overtime list, which will be posted with their work schedule. In the event no qualified employees are available from the overtime list for that department or service, the Hospital may require qualified employees in the department or service of need to work overtime on a rotating seniority basis, providing no qualified part-time employee in that department or service is available.

Rotating seniority basis is understood to mean that the lowest senior employee in the department or service who is qualified to perform the work and has not yet been required to work overtime shall, as provided for under the provisions of this section, be required to work overtime. It is also understood to mean that when all qualified employees in the department or service have been required to work overtime once, the same procedure shall be followed for a second, third, etc. time. It is also understood to mean that, to the extent it is practical and reasonable, no employee in a department or service should be required to work a second, third etc. overtime shift if there are other qualified employees in that department or service who are available and have not yet been required to work an equal number of overtime shifts.

Exceptions to the application of rotating seniority shall be made when it is unreasonable to require the employee to work overtime because of other conflicts in the employee's Hospital work schedule.

Section 6. Safety Committee

A Safety Committee consisting of three (3) employees selected by the Union and three (3) representatives selected by the Hospital shall meet periodically for the purpose of making safety recommendations to the Executive Director.

Section 7. Wage Scales and Other Compensation

Wage Scales and other compensation rates shall be set forth in Appendix "A" attached hereto and incorporated as a part of this Agreement.

The Appendix shall set forth the job classifications, base rates of pay, longevity rates, shift premium rates and rates of compensation.

ARTICLE XIV -- FRINGE BENEFITS

Section 1. Workmen's Compensation

Each employee will be covered by the applicable Workmen's Compensation Laws and in addition to any Workmen's Compensation income any employee received the Hospital shall pay an amount sufficient to make up the difference between Workmen's Compensation and his average weekly income from the Hospital during the period covered by the most recent quarterly report to the Social Security Administration.

Section 2. Shift Premium

Shift premium rates shall be as specified in the Wage Scale Appendix which is attached to and incorporated as a part of this Agreement.

Section 3. Work Day, Lunch Period and Rest Period

A regular full work day schedule shall consist of an eight (08) hour period, which shall include thirty (30) minutes off for lunch and a fifteen (15) minute rest period, both of which shall be as scheduled by the immediate supervisor.

Section 4. Paid Sick Leave and Health and Accident Insurance

(a) A full-time employee for service as a full-time employee shall earn (06) sick leave days after the first one-half (1/2) Year of Service, (1,040) hours) and an additional six (06) days for each consecutive one-half (1/2) Year of Service (1,040 hours) thereafter. Sick Leave may accumulate to a maximum of one hundred (100) days. An employee on sick leave will be paid at his regular hourly rate. An employee while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be specifically construed as days worked. Any abuse of sick leave will result in disciplinary action.

(b) A part-time employee shall be provided health (including maternity) and accident insurance which shall be a weekly benefit of ten (10), twenty (20), thirty (30), forty (40), fifty (50), sixty (60), seventy (70), eighty (80), ninety (90) or one-hundred (100) dollars, commencing with the eighth (8th) day of injury or illness and continuing for the period of disability, but not to exceed a period of twenty-six (26) weeks per injury or illness. The weekly benefit shall be whichever of the specified amounts is nearest to sixty (60) percent of the employee's average weekly income paid by Grand View Hospital during the period covered by the most recent quarterly report to the Social Security Administration.

Section 5. Funeral Leave

Full-time employees shall be entitled to paid funeral leave as follows:

Three (3) days in the event of the death of the employee's spouse or child

Two (2) days in the event of the death of the employee's parent, brother or sister.

One (1) day in the event of the death of the father, mother, brother or sister of of the employee's spouse.

Part-time employees shall be entitled to one (1) day of paid funeral leave in the event of the death of the employee's spouse, child, parent, sister or brother.

Funeral leave shall be paid at the regular rate and shall in no instance entitle the employee to overtime pay because the total number of hours paid during the bi-weekly pay period is in excess of eighty (80).

The Hospital may require proof of such death. Any recognized public notice of such death shall be sufficient proof.

Section 6. Overtime

An employee shall be paid one and one-half (1½) times his regular straight-time hourly rate for overtime hours. Pay for overtime shall be in increments of one-tenth (1/10) hours and shall commence at eight and one-tenth (8.1) hours after the scheduled starting time.

The following shall be considered as overtime hours:

(a) All hours over eight (8) in a day and all consecutive hours over eight (8) in a twenty-four (24) hour period. The day shall start at 11:00 p.m. on the night prior to the calendar date and shall end twenty-four (24) hours thereafter.

(b) All hours over eighty (80) in a bi-weekly pay period. The bi-weekly pay period shall start at 11:00 p.m. Sunday and shall end at 11:00 p.m. on the second following Sunday.

There shall be no pyramiding of hours for overtime rates of pay. "No pyramiding" means that overtime pay shall not be duplicated for the same hours paid under any of the terms of this Agreement.

The Hospital shall not change a posted schedule of hours in order to circumvent the payment of overtime to any employees.

Section 7. Holidays

New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas shall be considered as holidays. They shall, for purposes of scheduling and pay, be considered to start at 11:00 p.m. on the night prior to the calendar date which the government of the State of Michigan has legally declared as the Holiday.

An employee's birthday is also designated as a paid holiday and under these conditions:

1. If an employee's birthday falls on another holiday recognized in this Section, he shall be entitled to a compensatory day in the same manner set forth in Item 3 of this Section.

2. Employees shall, at least four (04) weeks in advance of the date on which their birthday falls, give written notification of same to the supervisor responsible for his schedule.

3. An employee scheduled to work on his birthday, will receive a compensatory day off no later than the following pay period provided he has given the appropriate written notification.

Employees shall be scheduled for holiday work on a rotating basis. Rotating basis is understood to mean that to the extent it is practical and reasonable, no employee shall be scheduled to work the same holiday a second consecutive year if there are other employees in the same classification who did not work that holiday the previous year. It is also understood to mean that,

to the extent it is practical and reasonable, no employee in a department or service should be required to work the same holiday a second, third, etc. consecutive year if there are other qualified employees in that department who have not yet been scheduled to work that holiday an equal number of times. Exceptions to this policy of scheduling shall be made during the first calendar year of an employee's employment by the Hospital. During that year the employee shall be required to work at least one-half (1/2) the holidays as determined by the Department Head.

Full-time employees not working a full work day on any of the recognized holidays shall be paid their regular rate of pay for that day, providing they worked the full work day on their last scheduled day of work prior to the holiday and the full work day on the first scheduled day of work after the holiday.

Part-time employees who worked at least one-thousand and forty (1,040) hours during the twenty-six (26) bi-weekly pay periods during the previous calendar year, but less than one-thousand five hundred and twenty (1,520) hours during the twenty-six (26) bi-weekly pay periods during the previous calendar year, who do not work a full day on any of the recognized holidays shall be paid their regular rate of pay for four (04) hours on the paid holiday providing they worked the full day on their last scheduled day of work prior to the holiday and the full work day on their first scheduled day of work after the holiday.

Part-time employees who worked at least one-thousand five hundred and twenty (1,520) hours during the twenty-six (26) bi-weekly pay periods during the previous calendar year but less than two-thousand and eighty (2,080) hours during the twenty-six (26) bi-weekly pay periods during the previous calendar year, who do not work a full day on any of the recognized holidays shall be paid their regular rate of pay for six (6) hours on the paid holiday, providing they worked the full work day on their last scheduled day of work prior to the holiday and the full work day on the first scheduled day of work after the holiday.

All employees, regardless of category of employment, working a full work day on any of the recognized holidays shall be paid two and one-half (2½) times their base rate of pay.

Section 8. Vacation

All employees will earn vacation with pay in accordance with the following schedule:

After one (1) year of service----- Ten (10) days each year

After five (05) consecutive years of service----- Fifteen (15) days each year

After ten (10) consecutive years of service----- Twenty (20) days each year

Vacations may be taken a day at a time or consecutive days at such times that are suitable to the efficient operation of the hospital and the wishes of the employee. Vacation pay shall be at the employee's regular straight-time hourly rate in effect at the time of his vacation. If an employee wishes his vacation pay before going on vacation, he must make arrangements for same with the Personnel and Payroll Office at least two (02) weeks prior to his vacation period.

When vacations are granted, they shall be granted on the basis of departmental seniority providing the employee has submitted his written vacation request at least five (05) weeks prior to the start of the vacation period. The Department Head shall give written approval or disapproval at least two (02) weeks prior to the starting date of the requested vacation.

If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be re-scheduled. In the event his illness continues through the year, he will be awarded pay in lieu of vacation or be re-scheduled.

An employee having four (04) or more weeks vacation to his credit may waive any vacation allowance that exceeds three (03) weeks and receive pay in lieu of the portion waived. Pay in lieu of vacation shall be at the employee's regular straight-time hourly rate and vacation hours paid under such waiver shall not be considered as hours worked for overtime purposes.

Any unused vacation credit an employee may have at the time of his termination, shall be paid on his last paycheck.

Section 9. Pension Plan

Employees shall be entitled to membership in the Gogebic County Employees' Retirement System according to the rules and membership requirements of the System.

Section 10. Hospitalization-Medical Insurance

The Hospital shall pay the full premium for hospitalization-medical insurance for the employee single subscriber, the plan to be Blue Cross--Blue Shield MVF-1, for all employees averaging twenty-eight (28) hours per week during the period covered by the most recent quarterly report to the Social Security Administration.

Section 11. Life Insurance

Full-time employees shall, at the Hospital's expense, be provided a two-thousand dollar (\$2,000) life insurance policy with Accidental Death and Dismemberment benefits.

Part-time employees shall, at Hospital expense, be provided a one-thousand dollar (\$1,000) life insurance policy with Accidental Death and Dismemberment benefits.

Section 12. Jury Duty Pay

An employee who is unable to work because of jury duty will be paid the difference between his pay for jury duty and his regular pay, provided he has notified the Department Head in writing of assignment to the panel within one (1) week of his being selected on the jury panel.

Section 13. Health Examinations

1. All employees shall, prior to employment or as soon thereafter as possible and at the expense of the Hospital, have a medical examination which includes:

- (a) An x-ray of the chest, a complete blood count, serological study, tuberculin test, urinalysis and such other tests that the Hospital determines necessary.
- (b) A general physical examination by any one (1) of three (3) physicians on the employee physical examination panel of the Hospital.

2. Each calendar year after commencing employment the Hospital shall, at its expense direct all employees to have:

- (a) An x-ray of the chest, a complete blood count, serological study, tuberculin test, urinalysis and such other tests that the Hospital determines necessary.
- (b) If required by the Hospital, a general physical examination by any one (1) of three (3) physicians on the employee physical examination panel of the Hospital.

Any examinations or tests advised by the physician and/or desired by the employee as a result of those set forth above shall be at the expense of the employee.

The Hospital shall give the employee a copy of the reports of such examination and/or tests provided under the provisions of 2(a) of this Section.

When the results of the examination or tests set forth are not acceptable to the Hospital, the employees shall be granted a leave of absence as provided for in Section 4 of Article XII.

ARTICLE XV -- DURATION OF AGREEMENT

Section 1..

This Agreement shall be effective May 5, 1975 and shall continue in effect until May 2, 1976

Section 2.

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination to the other party. If neither party gives notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year

thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

Section 3.

If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment to the other party, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4.

Notice of termination or modifications shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the union to: 1034 N. Washington Avenue, Lansing, Michigan, 48906, and if to the Hospital, addressed to: Grand View Hospital, Ironwood, Michigan, 49938, or to any other address the Union or the Hospital may make known to each other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 22 day of May, 1975.

GRAND VIEW HOSPITAL EMPLOYEES'
UNIT OF LOCAL 992, affiliated with
COUNCIL 55, AFSCME, AFL-CIO

Gertrude Schlois

Unit Chairman

Opal Staudine

Unit Secretary

GRAND VIEW HOSPITAL
IRONWOOD, MICHIGAN

Donald R. Johnson

Chairman, Board of Trustees

Arnie A. Petroski

Secretary, Board of Trustees

Frank A. Dinkowski

Executive Director

LETTER OF UNDERSTANDING WITH RESPECT TO AGREEMENT OF MAY 5, 1975

Between

GRAND VIEW HOSPITAL AND GRAND VIEW HOSPITAL EMPLOYEES' UNIT OF LOCAL 992

This letter, signed by authorized representatives of both parties to the Agreement entered into the 5th day of May, 1975, between Grand View Hospital and Grand View Hospital Employees' Unit of Local 992, affiliated with Council 55, American Federation of State, County and Municipal Employees, AFL-CIO, shall constitute a Letter of Understanding that during the period of this Agreement, but before commencements of future negotiations, a Job Analysis and Evaluation Committee, consisting of two (2) representatives of the Union and two (2) representatives of the Hospital, shall meet to analyze and evaluate the various jobs in the Unit to determine a basis for adjusting and establishing wage schedules in future negotiations. The Committee shall follow generally accepted methods of job-analysis and evaluation. Job Evaluation ratings on which a majority of the Committee cannot agree shall be referred to the State Labor Mediator, Walter H. Quillico.

APPROVED BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF BOTH PARTIES ON THIS 22 DAY OF May, 1975.

GRAND VIEW HOSPITAL EMPLOYEES'
UNIT OF LOCAL 992, Affiliated with
COUNCIL 55, AFSCME' AFL-CIO

Gertrude Schlais

Opal Shauldice

GRAND VIEW HOSPITAL
IRONWOOD, MICHIGAN

Frank A. Dymkowski

Joseph E. Bakajic

Michael R. Piper

LETTER OF UNDERSTANDING WITH RESPECT TO AGREEMENT OF MAY 5, 1975

Between

GRAND VIEW HOSPITAL AND GRAND VIEW HOSPITAL EMPLOYEES' UNIT OF LOCAL 992

This letter, signed by authorized representatives of both parties to the Agreement entered into the 5th day of May, 1975, between Grand View Hospital and Grand View Hospital Employees' Unit of Local 992, Affiliated with Council 55, American Federation of State, County and Municipal Employees, AFL-CIO, shall constitute a Letter of Understanding that Raymond Lapachin, an employee working under a handicapped workers' certificate issued by the U. S. Department of Labor, shall for the duration of this Agreement be excluded from the bargaining unit. It is also agreed that he shall be paid not less than \$1.60 per hour and not more than \$1.90 per hour for the duration of this Agreement.

APPROVED BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF BOTH PARTIES ON THIS 22 DAY OF May, 1975.

GRAND VIEW HOSPITAL EMPLOYEES'
UNIT OF LOCAL 992, Affiliated with
COUNCIL 55, AFSCME, AFL-CIO

GRAND VIEW HOSPITAL
IRONWOOD, MICHIGAN

Bertrude Schlois
Opal Skowidice

Frank A. Dzykowski
Ingrid E. Batsic
Michael R. Pizer

LETTER OF UNDERSTANDING WITH RESPECT TO AGREEMENT OF MAY 5, 1975

Between

GRAND VIEW HOSPITAL AND GRAND VIEW HOSPITAL EMPLOYEES' UNIT OF LOCAL 992

This letter, signed by authorized representatives of both parties to the Agreement entered into the 5th day of May, 1975, between Grand View Hospital and Grand View Hospital Employees' Unit of Local 992, Affiliated with Council 55, American Federation of State, County and Municipal Employees, AFL-CIO, shall constitute a Letter of Understanding that employees participating in the WIN program administered by the Michigan Employment Service Commission shall be considered as temporary employees subject to the limit of hours specified in Article III of the Agreement. It is also agreed that in the event it becomes necessary to reduce the schedule of part-time employees by more than sixteen (16) hours from the usual bi-weekly schedule that the WIN program of an employee or employees in the same classification shall be interrupted until part-time employees in that classification are scheduled to work at least 75% of the hours they have usually been scheduled to work in a bi-weekly scheduling period.

APPROVED BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF BOTH PARTIES ON THIS 22 DAY OF May, 1975.

GRAND VIEW HOSPITAL EMPLOYEES'
UNIT OF LOCAL 992, Affiliated with
COUNCIL 55, AFSCME, AFL-CIO

Gertrude Schlaris

Opal Shouder

GRAND VIEW HOSPITAL
IRONWOOD' MICHIGAN

Frank A. Dzykowski

Joseph E. Dakic

Michael R. Lujan

LETTER OF UNDERSTANDING WITH RESPECT TO AGREEMENT OF MAY 5, 1975

Between

GRAND VIEW HOSPITAL AND GRAND VIEW HOSPITAL EMPLOYEES' UNIT OF LOCAL 992

This letter, signed by the authorized representatives of both parties to the Agreement entered into the 5th day of May, 1975, between Grand View Hospital and Grand View Hospital Employees' Unit of Local 992, Affiliated with Council 55, American Federation of State, County, Municipal Employees, AFL-CIO, shall constitute agreement that the Nurse Aide III classification previously held by A. Kostac shall be continued only until the date of his termination of service. It is further agreed that for the duration of this Agreement, except under circumstances hereinafter specified, the established hourly rate for the Nurse Aide III classification shall be \$2.96 and that A. Kostac shall be paid that rate, plus longevity, as provided for in Appendix "A". It is also agreed that if A. Kostac, through some provision of this Agreement voluntarily changes his job classification, he shall be paid the rate set forth in Appendix "A" for that classification.

APPROVED BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF BOTH PARTIES ON THIS 22 DAY OF May, 1975.

GRAND VIEW HOSPITAL EMPLOYEES'
UNIT OF LOCAL 992, Affiliated with
COUNCIL 55, AFSCME, AFL-CIO

Gertrude Schlais

Opal Skouedice

GRAND VIEW HOSPITAL
IRONWOOD, MICHIGAN

Frank A. Dzykanski

Ingrid E. Baksic

Michael R. Piper

APPENDIX "A" -- WAGE SCALE, 05/05/75

<u>JOB TITLE OR CLASSIFICATION</u>	<u>ESTABLISHED HOURLY RATE</u>
Laboratory Technician-----	\$ 3.42
General Duty LPN II* (May give medications)-----	3.38
X-ray Technician-----	3.25
Technician, Central Supply, Operating & Recovery Room-----	3.22
Technician, Emergency & Inhalation Therapy Departments-----	3.22
Medical Record Technician-----	3.16
Maintenance Helper-----	3.14
General Duty LPN I-----	3.11
Accounting Clerk II-----	3.08
Housekeeping Porter-----	2.99
General Office Clerk II-----	2.95
Nursing Service Aide, Central Supply & Recovery Rooms-----	2.91
Nursing Service Aide II-----	2.79
Cook-----	2.79
Physical Therapy Aide-----	2.75
General Office Clerk I-----	2.73
Accounting Clerk I-----	2.73
Medical Record Clerk-----	2.73
Nursing Service Clerk-----	2.73
Nursing Service Aide I-----	2.63
Seamstress-----	2.60
Housekeeping Maid-----	2.56
Stock Clerk-----	2.53
Pharmacy Aide-----	2.53
Food Service Aide-----	2.53

* Limited entry classification

PROBATIONARY PERIOD RATE:

25¢ less than the established hourly rate

LONGEVITY PAY:

Upon completion of 2,080 hours of consecutive service ---- add 10¢ to the established rate

Upon completion of 6,240 hours of consecutive service ---- add 20¢ to the established rate

Upon completion of 10,400 hours of consecutive service--- add 30¢ to the established rate

Upon completion of 20,800 hours of consecutive service--- add 35¢ to the established rate

Upon completion of 31,200 hours of consecutive service--- add 40¢ to the established rate

SHIFT PREMIUM RATES:

For shifts starting at or after 01:00 p.m. but before 08:00 p.m. ---- 10¢ per hour

For shifts starting at or after 08:00 p.m. but before 04:00 a.m. ---- 25¢ per hour

ON CALL PAY:

For each scheduled work day - \$3.00. For each unscheduled work day - \$6.00