

AGREEMENT

Between

OAKWOOD HOSPITAL CORPORATION

Dearborn, Michigan

And

12/31/8

MICHIGAN COUNTY EMPLOYEES

Of The

**American Federation of State, County
and Municipal Employees, AFL-CIO**



DATED: JANUARY 1, 1985

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AGREEMENT

This Agreement is made and entered into on this 1st day of January, 1985, by and between OAKWOOD HOSPITAL CORPORATION, a Michigan non-profit corporation, which is hereinafter called the "Hospital" and is engaged in the operation of Oakwood Hospital in the City of Dearborn, Michigan, and OAKWOOD HOSPITAL EMPLOYEES LOCAL 2568, Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, which is hereinafter called the "Union" and is acting as the representative of certain non-professional employees of the Hospital as hereinafter set forth.

ARTICLE I

Recognition and Union Membership

Section 1. Recognition and Bargaining Unit. The Hospital hereby recognizes the Union for the duration of the effective term of this Agreement as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment of all permanent full-time and permanent part-time service and maintenance employees of the Hospital, including:

Building and Maintenance Department

*Operating Engineer	*Relief Engineer
*Boiler Operator	*Millwright
*Electrician	*Maintenance Mechanic
*Master Plumber	*Plumber
*Carpenter	Utility Man
*Painter	Gardener
*Lead Carpenter and Cabinet Maker	Laborer

Dietary Department

*Senior Assistant Chef	Cafeteria Aide
*Dietary Clerk	Coffee Shop Aide
*Baker	Dishwashing Aide
*Assistant Baker	Dishwashing Group Leader
*Cook	Potwasher
*Cook's Helper	Porter
Miscellaneous Kitchen Worker	Coffee Shop Dishwasher
Tray Aide	*Ingredients Room Clerk

Laboratory Department

Diener	Laboratory Aide
*Technical Assistant	Dishwasher

Environmental Services

Environmental
Specialist 1

Environmental
Specialist 2

Cardiology Department

*Cardiology Technician
*EKG Technician

*DCG Technician

Linen Department

*Washman
Assistant Washman
*Crew Leader
Laundry Helper
Seamstress

Porter
Sorter
Press Operator
Utility Operator

Electroencephalography Department

*EEG Technician

Central Sterile Supply Department

C.S.S. Aide
C.S.S. Attendant
*C.S.S. Clerk

*C.S.S. Crew Leader
*C.S.S. Instrument
Technician

Nursing Department

Nursing Assistant
*Psychiatric Assistant
Orthopedic Attendant
Emergency Room
Attendant

Operating Room
Attendant
Ward Secretary
Transportation Aide

Purchasing Department

*Receiving Clerk
Distribution Clerk
*Printer

Tube Room Operator
Truck Driver

but excluding all other service clerical and business office clerical employees, technical employees, professional employees, confidential employees, managerial employees, guards and supervisors as defined in the Act.

Section 2. "Employee" Defined.

(a) The terms "employee" and "employees" as used herein shall refer to and include only those employees who are employed in the bargaining unit described in Section 1 of this Article, unless it is otherwise stated or clearly implied or added pursuant to (b) below.

(b) When the Hospital creates a new classification which would fall within the bargaining unit covered by this Agreement,

the President and Council Staff Representative of the Union will be advised in writing as to the classification, the department, the rate and anticipated number of employees affected, before establishing the classification. If the Union disagrees with the rate for the classification, the parties will negotiate in an attempt to resolve the matter. If the parties fail to reach agreement within a reasonable period, the rate for the classification may be submitted to arbitration. It is agreed that, in any such arbitration, the arbitrator shall be requested to determine a rate for the new classification which is in line with rates for other classifications in the bargaining unit.

Section 3. Volunteer Organizations and Workers. The Union recognizes that several volunteer organizations and workers perform services in the Hospital that are a valuable and necessary contribution to the welfare of patients and to the operation of the Hospital, that in no way interfere or conflict with the duties or privileges of employees. The Hospital shall continue to have the right to avail itself of all services of that nature, and neither the Union nor employees shall interfere in any way with the activities or duties of any of such volunteer organizations or workers. The Hospital shall not take volunteers into consideration establishing either staffing requirements or regular manpower schedules.

Section 4. Union Membership.

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the 40th day following such effective date.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the 40th day following the beginning of their employment in the Unit.

(d) An employee who shall tender the initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the condition of this section.

(e) An employee shall be deemed to be a member of the Union within the meaning of this section if he is not more than 60 days in arrears in payment of his membership dues.

(f) Any employee to whom membership in the Union is denied, or whose membership is terminated, by the Union by reason of his failure to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership shall not be retained in the bargaining unit. No employee shall be terminated under this section, however, unless:

(1) The Union first has notified him by letter addressed to him at the address last known to the Union concerning his delinquency in not tendering the initiation fee and periodic dues required under this section, and warning him that unless such fee and dues are tendered within 7 days he will be reported to the Hospital for termination from employment as provided herein; and

(2) The Union has furnished the Hospital with written proof that the foregoing procedure has been followed but the employee has not complied, and on this basis the Union has requested in writing that he be discharged from employment in the bargaining unit.

(g) The Hospital will inform newly hired employees in writing of their obligation regarding Union security and furnish them with dues cards for them to sign and turn in to the office with a copy to the Union.

Section 5. Non-Coercion and Non-Solicitation.

(a) The Union agrees that neither it nor its members nor anyone acting on its or their behalf or with their consent or permission shall coerce, intimidate, or discriminate either for or against any employee or employees with respect to their right to work, and further agrees that there shall be no solicitation of employees for initiation fees or dues during an employee's working time.

(b) The Hospital will not coerce, intimidate or discriminate against any employee because he has exercised his right to grieve or because he has otherwise participated in lawful union activities.

Section 6. Deduction and Remittance.

(a) The Hospital shall deduct from the pay of each employee who voluntarily authorizes such deduction, in the manner hereinafter prescribed, his initiation fee and current monthly Union membership dues, not including any special assessments or fines or other levies. Such deductions will be made from the first pay

receivable by the employee during that month in which he has sufficient net earnings to cover the same, and they will be remitted by the Hospital to the Union not later than the 25th day of that month, along with a record of the names of the employees for whom deductions have been made and the amounts thereof.

(b) The Hospital shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reasons, such as error or the like, it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay after the error has been called to its attention by the employee or the Union.

(c) The Hospital shall recognize only such authorizations for check-off as are signed by employees on forms to be furnished by the Hospital, a facsimile of which appears in Appendix A.

(d) The original of each such authorization or revocation shall be kept on file by the Hospital and a copy thereof shall be furnished to both the employee and the Union by the Hospital promptly after it receives same.

ARTICLE II

Representation

Section 1. Representation Groups. For the purpose of representation of employees in processing through the Grievance Procedure hereof any grievances they may present hereunder, the employees shall be divided into separate Groups, each Group to include the employees in those job classifications within it which are enumerated in Section 1 of ARTICLE I above, or all employees on the shift indicated, as the case may be, as follows:

Group 1—All day shift employees in the Dietary and Coffee Shop.

Group 2—All day shift employees in the Linen.

Group 3—All day shift employees in the Maintenance and Purchasing Department.

Group 4—All day shift employees in the Central Sterile Supply, and any day shift employee in the Nursing Department on floors 3, 4, and 5 (Main Building).

Group 5—Any day shift employees in the Nursing Department on floors 6, 7, 8, 9, and 10 (Main Building).

Group 6—All day shift employees in the Emergency Room and Operating Room and all day shift Nursing employees in the Skillman Wing.

- Group 7—All afternoon shift Nursing employees in the Skillman Wing, and all afternoon shift employees in the Laboratory, Operating Room and Environmental Services.
- Group 8—All afternoon shift Nursing employees in the Main Building, and all afternoon shift employees in Dietary, Purchasing, C.S.S. and Maintenance Departments.
- Group 9—All midnight employees in the bargaining unit.
- Group 10—All day shift employees in the Laboratory Department.
- Group 11—All day shift employees in the Environmental Services Department.

The Union may change the composition of the above groups upon 30 days' written notice; provided that it shall consult with the Personnel Director prior to giving such notice.

Section 2. Stewards.

(a) Each of such groups shall have the right to designate 1 person, who is employed within that group and who has at least 1 year's seniority, to act as the steward and representative for that group. Such designation shall be made in the manner which is determined by the Union. The steward for one group shall not have any authority to act as steward for any employee in any other group, except in the absence of both the steward and alternate. When it becomes necessary to get a steward from another group because of the absence of both the steward and alternate, the Hospital will give the aggrieved employee the right to choose among several alternatives among other stewards, wherever possible.

(b) Each of such groups shall have the right also to designate 1 person who is employed in that group as an alternate steward to act in the place of the steward only in the event of the absence of the steward. If an alternate steward or steward from another group commences the processing of a grievance, the Union may elect to continue to have him process the grievance in subsequent steps or to have the regular steward resume this function.

(c) If an employee wishes the presence of his steward for the presentation of a grievance in accordance with the Grievance Procedure, the employee shall notify his own supervisor, who shall notify the steward's supervisor, without unreasonable delay. The steward will be allowed to leave his regular job for such purpose provided he first secures his supervisor's consent, which shall not unreasonably be withheld.

(d) Stewards, when acting as such, and stewards and the President when acting as member of the Grievance Committee, will be paid by the Hospital at their regular straight-time hourly rates of pay for working time necessarily and reasonably lost by them in the presentation of grievances in accordance with the Grievance Procedure, with the exceptions that the Hospital will not pay them for any time they spend in the arbitration procedure or in proceedings, if any, that occur at any place other than on the Hospital's premises or that are conducted or attended by any governmental agency or agent. The provisions of this subparagraph shall not be abused.

(e) Upon request, stewards and the Local Union President and the Vice President shall be scheduled to work on Monday through Friday, on their regular shifts.

Section 3. Grievance Committee. The steward involved in the grievance, and any two (2) other stewards or officers of the Union, together with the President of the Local, as an ex-officio member, shall constitute the Grievance Committee. The President of the Local shall be the chairperson of such committee.

Section 4. Local Union Officers.

(a) The President of the Local, Vice President, Recording Secretary and the Secretary-Treasurer of the Local Union shall be assigned to work on the regular day shift upon their request, whenever this is practicable.

(b) After receiving approval of the Personnel Director, who shall be responsible for making any necessary arrangements, the President shall be allowed to leave his/her regular job, without loss of pay, for the presentation and investigation of a pending grievance which has been answered at Step 1.

Section 5. Certification to Hospital. The names of those serving in any capacity enumerated in the above section 2, 3, or 4 shall be certified to the Hospital by the Union in writing promptly after their designation; likewise as to any changes therein.

Section 6.

(a) **Union Bulletin Boards.** The Hospital will provide 4 bulletin boards in the Hospital for the exclusive use of the Union. Notices of Union meetings, Union recreational and social affairs, and Union elections and appointments may be posted on these boards without prior approval by the Hospital, but no other notices shall be posted thereon without the prior approval of the Hospital's Personnel Director.

(b) **No Distribution of Pamphlets.** Except as permitted in (a) of this Section, there shall be no distribution or posting by employees or by the Union or members or representatives of any Union of pamphlets, advertising or political matter, notices or any kind of literature upon the Hospital's premises.

Section 7. Access to Premises. No non-employee representative of employees or of the Union shall be allowed to enter the Hospital's premises for any purpose in connection with the Grievance Procedure of this Agreement except for participation in Step 3 and subsequent steps of such Grievance Procedure, unless he secures the prior consent of either the Director or the Personnel Director of the Hospital, or unless his presence is requested by either of such persons.

Section 8. Union Safety Committee Member. The Hospital agrees that the Union may appoint one (1) member to the Hospital's Safety Committee, who shall not be a Union officer or steward and who shall have no other Union responsibility except as its member on the Safety Committee.

ARTICLE III

Grievance Procedure

Section 1.

(a) **Definition of Grievance.** A grievance is a claim by an employee in the bargaining unit, by a group of such employees, or by the Union in its own behalf, that there has been a violation of any provision of this Agreement.

(b) **Intent and Scope.** It is the intent of the parties hereto that the procedure set forth herein shall serve as the means for the peaceful settlement of all disputes that may arise between them concerning the interpretation or application of this Agreement, if any, without any interruption or disturbance of any sort whatsoever in the normal operation of the Hospital. Employees and the Union are required to follow and use this procedure in case they have any grievances concerning the interpretation or application of this Agreement, if any, including any written amendments hereof or supplements hereto, which they wish to be considered settled.

(c) **Settlement of Grievance with Individual.** Any individual employee shall have the right to file and present on his own behalf his own grievance in accordance with the above procedure without the intervention of any representative. However, a representative of the Union shall be permitted to be in attendance at such discussion.

(d) No settlement of such individual grievance shall be made which is inconsistent with any of the provisions of this Agreement. The Union shall not be bound by any precedent in the settlement of any individual grievance unless the Union has expressly agreed to such settlement.

Section 2. Steps in Procedure. If an employee or a group of employees has such a grievance, other than one involving his discharge or disciplinary layoff, it shall be handled in the following manner, each successive step to be followed unless the grievance was settled or abandoned at the preceding step.

Step 1. The employee, or one member of a group of employees, either alone or together with his steward, shall discuss his grievance with his immediate supervisor promptly and in any event within the first 5 days after it arises. If a steward is to participate in such discussion, he and the employee shall be allowed such time off as is reasonably necessary, just prior to the commencement of such discussion to confer regarding the grievance. His supervisor shall give his answer promptly and in any event within the supervisor's first two working days after the employee presented the matter to him. The Hospital shall specify, in writing, the immediate supervisor for purposes of this Step for each department or group of employees.

Step 2. The grievance shall be placed in writing and signed by the employee and the steward on forms to be provided for that purpose. The written grievance shall then, within the employee's first 5 working days after answer at Step 1, be presented by either the employee and/or his steward or the local Union President to the head of the employee's department, or to his designee in case he is absent and the employee's supervisor, for discussion and for his written signed disposition, which shall be given within his first 3 working days after such discussion is concluded. A meeting for such discussion shall be held within three (3) working days of its presentation to the Department Head. Those representatives who are employees of the Hospital shall be allowed such time as may be reasonably necessary, just prior to the commencement of such meeting, to confer regarding the grievance.

Step 3. Upon written notice to be given by the President of the Local Union, or in his absence, a designated representative, to the Personnel Director of the Hospital within the employee's first 5 working days after disposition at Step 2, the written grievance shall then be presented either by the employee or by the Grievance Committee and/or representatives of Michigan Council 25, to the Hospital's Personnel Director and the appropriate administrative representative responsible for the

department involved for consideration at a meeting to be scheduled and held within ten (10) working days following such notice, except as otherwise agreed between the Council 25 representative and the Personnel Director. Those representatives who are employees of the Hospital shall be allowed such time as may be reasonably necessary, just prior to the commencement of such meeting, to confer regarding the grievance. Upon request of the Union, the grievant shall be allowed to attend the Step 3 meeting on his grievance. The Hospital shall give its written signed disposition within the first five (5) working days after the conclusion of such meeting.

Step 4. Arbitration Upon written notice of intention to arbitrate such written grievance, to be given by District Council 25 to the Director of the Hospital within 30 calendar days after disposition at Step 3, the written grievance shall then be submitted to arbitration in accordance with and subject to the following rules and procedures.

(a) The parties shall promptly endeavor to agree in the selection of an arbitrator. If they have not so agreed within 15 calendar days after the submission to arbitration, either party may request the American Arbitration Association to cause the selection of an arbitrator to be made in accordance with its Voluntary Labor Arbitration Rules then obtaining.

(b) The written grievance shall then be arbitrated by the arbitrator in accordance with such Voluntary Labor Arbitration Rules.

(c) The jurisdiction of arbitration hereunder shall be limited to employee grievances arising out of the interpretation or application of this Agreement, including any written amendments hereof or supplements hereto, but shall not extend to any Retirement Plan for employees. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement, or of any written amendments hereof or supplements hereto, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto or to exercise any of their functions or responsibilities. If the grievance concerns matters not so within the jurisdiction of arbitration, it shall be returned to the parties without decision.

(d) The decision of the arbitrator shall be final and binding on all parties, and they hereby agree to abide by the same.

(e) The arbitrator's fee and expenses and the Association's charge shall be borne equally by both parties. The Hospital shall not be liable for the payment of wages to or the expenses or charges of any employee or representatives of any employee

or representatives of any employee or of the Union who participate in any way in such arbitration.

Section 3. Discipline and Discharge of Employees.

(a) The Hospital has the right to employ any person who is satisfactory to the Hospital; and also to discharge or discipline a seniority employee for just and proper cause. The principle of progressive discipline is recognized except in cases of serious offenses justifying immediate discharge. The Hospital shall not discharge an employee without first suspending the employee for a period not to exceed five (5) working days to permit an investigation by the Hospital's Personnel Director or, in his absence, another management official designated by the Director of the Hospital, except in cases of absenteeism or tardiness.

(b) At the time a seniority employee is discharged or given a disciplinary layoff, he will be given a written statement by the Hospital setting forth briefly the reasons therefor, and a copy thereof will be furnished promptly to the steward and President of the Local.

(c) If a seniority employee is discharged or disciplined by layoff and wishes to file a grievance concerning same, he or his steward or other representative shall file his written signed grievance with the Personnel Director of the Hospital within the first 4 calendar days after the day on which he was discharged or disciplined, but not thereafter. The procedure for consideration of such grievance shall then be as provided in Step 3 and subsequent as set forth in Section 2 of this Article. If an employee is reinstated to employment as a result of such procedure, he shall not solely on account of his reinstatement be entitled to any lost wages; if they are claimed as a part of his grievance, they shall be treated separately in his disposition. A seniority employee who has been discharged or given a disciplinary layoff will be given the opportunity, upon his request, to confer with his steward in a place to be designated by the Hospital before he is required leave the Hospital's premises.

(d) If an employee is called in for disciplinary action, he shall be provided Union representation unless he expressly declines it in writing.

(e) The Hospital will give to an employee who is reprimanded hereafter a written copy of his reprimand and will furnish a copy thereof to the President of the Local and to the employee's steward.

(f) In imposing discipline on a current charge, the Hospital shall not take into account an employee's record of disciplinary action more than two (2) years old.

(g) Upon request, employees may, on their own time, review their personnel files in accordance with the provisions of the "Bullard-Plawecki Employee Right to Know Act."

Section 4. Stipulations to Grievance Procedure and Withdrawal.

(a) The objection of timeliness may be made at any Step unless the grievance is filed and processed within the respective time limits and according to the procedure set forth in this Article; provided, however, that any of such time limits in any Step, including the time limits within which the Hospital's answer to a grievance shall be given, may be extended by the mutual agreement of the parties.

(b) If a grievance is not advanced from one Step to the next as specified, including any such extension of time limit, it shall be considered to have been settled in accordance with the last disposition made by the Hospital.

(c) If the Hospital shall fail to answer a grievance within the time limits required for answer in any step of the grievance procedure, the grievance shall be deemed to have been granted in accordance with the disposition requested by the Local Union.

(d) A grievance may be withdrawn at any Step, except that it may not be withdrawn after it has been heard by an arbitrator without the written consent of all parties.

(e) A grievance so withdrawn may not be reinstated or reinstated but shall set no precedent for other cases.

(f) In any computation of time periods under this Article, Saturdays, Sundays, holidays and any authorized absence of the grievant shall not be counted.

(g) The Hospital will provide an area where the stewards, President and members can discuss grievances in privacy during the periods which are referred to in the various steps of the grievance procedure.

(h) The President of the Local will be able to use a hospital telephone for conducting Union business and will be provided privacy while doing so. The President of the Local will also be provided a locked file cabinet.

(i) Except for splitting the arbitrator's fees and expenses, neither the Hospital nor the Union shall be responsible for costs incurred by the other in processing any grievance.

(j) No restraining, coercive, discriminatory or retaliatory action of any kind shall be taken by the Hospital or the Union against any party in interest, Union representation, or any other participant in the grievance procedure by reason of such participation.

(k) An employee whose grievance shall have been processed in a timely fashion and who shall have taken a timely appeal, under the Internal Appeal provisions of the Constitution of Council 25 of the Union, from a decision of the Union not to process the grievance further and who shall have simultaneously notified the Hospital, in writing, of such appeal, may have his grievance reinstated if such appeal shall result in a decision in his favor; provided, however, the Hospital shall have no liability for any back pay or benefits for the period of time between the Union's refusal to process the grievance further and the completion of the appeal process.

(l) By mutual agreement between the President of the Local Union and the Director of Personnel, any step of the grievance procedure may be bypassed.

Section 5. Employee's Pay During Grievance Time. When any of Steps 1 to 4 inclusive of the within grievance procedure occur during the regular working hours of the grieving employee, on the Hospital's premises and without the intervention or presence of any governmental agency or agent, and his presence at that step is reasonably required, such employee will be allowed such time away from his work upon request to his supervisor, as is necessary for the consideration of his matter, without loss of pay at his regular straight-time hourly rate for his regular working hours so lost.

Section 6. Time Limit on Financial Claims. No financial claim made by or on behalf of any employee shall be valid for any period of time more than four (4) working days prior to its presentation at Step 1 of the within grievance procedure, except that in the case of a grievance concerning an employee's discharge or disciplinary layoff no financial claim shall be valid for more than four (4) working days prior to its filing with the Personnel Director of the Hospital as specified in Section 3 of this Article. Notwithstanding the foregoing, correction of inadvertant errors in pay may be made retroactive for a period of not more than one (1) year from the time the error is discovered.

Section 7. No Strike, No Lockout.

(a) No employee or employees shall, either directly or indirectly, take part in or cause or attempt to cause any strike of any sort whatsoever, either complete or partial, against the Hospital. Furthermore, they shall not engage, either directly or

indirectly, in any complete or partial stoppage of work, boycott, demonstration, picketing, or interference of any sort whatsoever with any of the normal operations of the Hospital or in any conduct which causes or results in such interference. Any employee who engages in any of such prohibited conduct shall be subject to discipline or discharge. The grievance procedure set forth herein provides the sole remedy for the settlement of employee grievances.

(b) The Union agrees that neither it nor any of its representatives or members shall, either directly or indirectly, authorize, permit, assist, encourage, condone, defend, or in any way participate in or lend support to any of the conduct which is prohibited by Section 7(a); and the Union further agrees that it will use its best efforts to prevent any of such prohibited conduct.

(c) The Hospital agrees that it will not lock out its employees.

Section 8. Special Conference.

(a) Special Conferences for important matters including problems of health and safety will be arranged between the Local Union President and the Director of the Hospital or his designated representative upon the request of either party. Such meetings shall be between no more than two (2) representatives of the Hospital, and no more than two (2) representatives of the Union, plus a representative of Michigan Council 25.

(b) 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 at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the Agenda. Such conferences shall be arranged within seven (7) calendar days after request is made.

(c) Conferences shall be held between the hours of 9:00 a.m. and 3:00 p.m. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This meeting shall be attended by a representative of Michigan Council 25, except as otherwise agreed to.

(d) The Union representatives may meet at a place designated by the Hospital on the Hospital property for not more than twenty (20) minutes immediately preceding a meeting with the representatives of the Hospital for which a written request has been made.

(e) The Hospital will submit to the Union written minutes of the matters taken up in Special Conferences within ten (10) calendar days. Such minutes shall reflect a disposition of the matters discussed.

ARTICLE IV

Seniority

Section 1. Probationary Period. A new employee shall be a probationary employee for the first 2 calendar months of his employment. (In the case of ward secretaries and nurse assistants, the 2 calendar month period shall begin upon completion of formal training by the Hospital). If the Hospital wishes to extend that period in the case of an employee whose performance has been partially but not fully satisfactory to it during such 2 month period, it may do so for an additional period not to exceed 1 calendar month. In that event, the Hospital shall notify the employee in writing accordingly and inform him therein of the reasons for such extension; and the employee's probationary period shall not be considered to have been completed until the expiration of the reemployment period. The Hospital shall have the responsibility for the reemployment of any person whose employment is terminated for any reason whatsoever before the expiration of his probationary period; and if that person is subsequently rehired he shall start as a new employee and serve a new full probationary period, unless his rehiring occurs within 1 year after his last previous hiring commenced, in which event his last previous service shall be included in the computation of his probationary period.

Section 2. Acquisition of Seniority. Except as provided in Section 3 of this Article with respect to any temporary or on-call employee, an employee shall acquire seniority upon his completion of his probationary period and his name shall thereupon be placed upon the seniority list in the job classification in which he is then working and with his seniority date, which shall be the date of 2 calendar months prior to the date upon which he completed his probationary period or 3 calendar months prior to the date upon which he completed his probationary period, if an extension was granted.

Section 3. Temporary and On-Call Employees.

(a) An employee who is hired for only a limited period of time not to exceed the duration of the absence to substitute for one or more permanent full-time or permanent part-time employees during their absence because of illness or while on leave or vacation, and who is so informed at the time he is hired, shall be considered a temporary employee, and he shall not acquire seniority by virtue of such temporary employment unless such employment lasts beyond the duration of the absence. This paragraph shall not be abused. A temporary employee shall be paid the wage rate for the classification to which assigned which corresponds to his length of service with the Hospital.

(b) If the employment of a temporary employee is continued beyond the period originally designated, the employee shall be

classified as a permanent employee and his employment shall be deemed to have commenced on his date of hire and he shall acquire seniority upon or as of the completion of his probationary period and his name shall be placed upon the seniority list, to which he is assigned as a permanent employee. Such an employee shall be placed in the first full-time or part-time, as the case may be, opening in a bargaining unit job for which he is qualified for which there is no application by a senior qualified employee.

(c) The Hospital shall have no responsibility for the reemployment of a temporary employee whose employment is terminated for any reason.

(d) A person who makes his service available to the Hospital at his convenience on the call of the Hospital, without any fixed schedule of employment or obligation to respond to the call, shall be considered an on-call employee and he shall not acquire seniority by virtue of such on-call employment regardless of how long it lasts. On-call employees may only be used to fill in for bargaining unit employees who are absent or on vacation. In addition, before such on-call assignments are offered to on-call employees, they shall first be offered to permanent part-time employees who have requested additional hours and for whom such assignments will not necessitate payment of overtime premium, in accordance with the following procedures:

(i) If the Hospital has been provided 3 or more days advance notice of the absence, it will offer the vacancy caused by the absent employee to all permanent part-time employees by rotation in order of seniority and will offer any vacancy resulting from such a move to off-duty permanent part-time employees by rotation in order of seniority before calling an on-call employee.

(ii) If the Hospital has been provided less than 3 days advance notice of the absence, it will offer the vacancy caused by the absent employee to off-duty permanent part-time employees by rotation in order of seniority before calling an on-call employee.

(iii) Refusal of assignment will be deemed as if worked.

Section 4. Full-Time, Part-Time Definition and Seniority Lists.

(a) Separate seniority lists shall be kept for permanent full-time employees and for permanent part-time employees. A permanent full-time employee is one whose regular scheduled work week is 40 hours or more. A permanent part-time employee is one whose regular scheduled work week is less than 40 hours.

(b) A part-time employee who has requested transfer to full-time status may compete for a vacancy against full-time employees. In such a case, the part-time employee may receive seniority credit for his part-time service as follows: His length of service measured in weeks from last date of hire shall be multiplied by a fraction, the numerator of which is the average work week which was used to compute the part-time employee's most recent vacation benefit and the denominator of which is 40. In any competition with a full-time employee, a full-time employee who was at any time previously a part-time employee shall receive seniority credit for time served as a part-time employee only according to the above formula.

(c) Nothing in the above subsection (b) shall operate to change an employee's seniority date or to affect seniority in any area other than competition among full-time and part-time employees for promotion, transfer and layoff.

(d) If a seniority employee is transferred from a permanent part-time status to a permanent full-time status, or vice versa, his seniority shall apply only in his former status until he has worked for 2 months in his new status, whereupon his full seniority shall apply in his new status but not at all in his former status. Upon such transfer accrued benefits in his former status shall be retained, and benefits shall accrue thereafter in accordance with provisions applicable to his new status. During that 2 month period, the employee shall be considered to be on trial in his new status, and if during that period he is laid off therefrom or he elects to return to his former status or it is determined that his services in his new status are unsatisfactory, he shall be transferred back to his former status without loss of seniority.

(e) Persons seeking transfer from part-time to full-time status, or vice versa, shall do so under the provisions of Article IV, Section 11.

Section 5. Seniority System. Seniority shall be by the separate job classifications within the departments of the Hospital which are listed in Section 1 of Article I of this Agreement. An employee shall be entitled to exercise his seniority only within his own job classification in his own department, except as otherwise provided in this Article. Seniority shall apply only to layoff and recall and promotion and transfer of employees except as otherwise specifically provided in this Agreement.

Section 6. Computation of Seniority. An employee's seniority shall be computed and governed by his seniority date as determined under the provisions of this Article. An employee with seniority in the bargaining unit who is, or has been, promoted or transferred to a position outside the bargaining unit, may return to his

former position in the bargaining unit, with full, accumulated seniority, at any time within two (2) months after such promotion or transfer. Any such employee who is returned to the bargaining unit more than two months after the date of such promotion or transfer shall likewise return with full, accumulated seniority, but may only be returned to a vacant position for which no qualified employee with greater seniority shall have applied. (The preceding sentence shall apply only to the first instance in which a person returns to the bargaining unit from a non-bargaining unit position. On the second and any subsequent instances, the individual will return with only that seniority accumulated while in the bargaining unit.) This provision shall not affect the Hospital's right to terminate such person while a non-bargaining unit employee.

Section 7. Seniority Records.

(a) The Hospital shall maintain up-to-date seniority records and shall furnish a copy to the President of the Local Union every six months. The Hospital will notify the President of the Local in writing of any changes in or additions to seniority lists as soon as practicable after they occur.

(b) The Hospital will give to the President of the Local each week a list of new hires (with address, classification, department number and location, if determined), transferees and terminations for the previous week.

Section 8. Job Assignments and Supervisor Instructions. An employee shall not by virtue solely of his seniority be entitled to select or to have or to retain any particular job within his classification, or elsewhere, except to the limited extent provided in Section 12 of this Article. Job assignments will be made by the supervisors of the employees. An employee shall always follow the reasonable instructions of his supervisor, or otherwise he will be guilty of insubordination.

Section 9. Procedure on Layoff and Recall.

(a) In the event of a reduction of force in a classification, temporary employees shall be laid off first in any order. Probationary employees shall be laid off next in any order. In the event a further reduction is necessary, part-time employees shall be laid off in the reverse order of their seniority, and then full-time seniority employees shall be laid off in reverse order of their seniority; provided, however, that employees desiring to exercise their seniority must be capable of doing the available work as scheduled.

(b) All on-call work must be offered first to the full-time employee on layoff with the greatest seniority who is qualified to

perform the work until such time as he is working a normal work week. If refused, such work shall be offered to other qualified full-time employees on layoff in order of seniority.

(c) A seniority employee who is displaced from his own classification may exercise his seniority to displace a junior employee in another equal or lower-rated classification within the bargaining unit, provided he is qualified and capable of performing the work of the employee he is displacing.

(d) A permanent part-time employee who has previously been a permanent full-time employee may revert to permanent full-time status at time of layoff.

(e) In the event of an increase in force within a department the reverse procedure to the above shall be followed.

(f) In the event of an emergency situation where seniority employees are not immediately available pursuant to the time periods herein below indicated, junior employees may be called in to perform such job duties until such time as said seniority employees are available.

Section 10. Notice of Layoff or Recall. Except in extreme emergencies, such as flood, fire, explosion or other catastrophe, the Hospital shall give two (2) weeks written notice to employees who are about to be laid off, and shall give written notice to the President of the Local Union at the same time that it gives such notice to any employee who is laid off. The Hospital shall also give written notice to the President of the Local Union at the same time it gives notice to any employee who is recalled.

Section 11. Promotions and Transfers.

(a) A promotion is the advancement of an employee from one job classification to fill a vacancy in a higher paid job classification and shall be based upon seniority, and qualifications to perform the duties and responsibilities of the classification to which he is seeking promotion or transfer. As between 2 or more employees who are qualified and who seek promotion by submitting their names and qualifications to the Personnel Director (or, in the case of classifications referred to in the next sentence, to the head of the department involved), seniority shall be the governing consideration and the qualified applicant with the most seniority shall be given the promotion. It is expressly understood that for each job classification identified with an asterisk (*) in Appendix B, prior departmental experience or related experience elsewhere is a prerequisite for promotion.

(b) If an employee with seniority in one job classification is transferred to another job classification in the same department or to a job classification in another department, his seniority shall apply only in his former classification until he has worked for 2 months in his new classification, whereupon his full seniority shall apply in his new classification but not at all in his former classification. During that 2 month period, the employee shall be considered to be on trial in his new classification, and if during that period he is laid off therefrom or he elects to return to his former classification or it is determined that his services in his new classification are unsatisfactory, he shall be transferred back to his former classification and location without loss of seniority.

(c) When a senior employee is denied a promotion or transfer, the Hospital will give the senior employee and the President of the Local Union a written statement of the reasons therefor. In the event the senior employee disagrees with the reasons for the denial, it shall be a proper subject for the Grievance Procedure beginning at Step Three.

(d) The Hospital will post all newly established bargaining unit jobs for a period of seven (7) calendar days to permit employees to apply therefor. The notice will generally describe the position and will specify the hourly rate, working hours and work schedule assigned thereto. At the conclusion of the posting period, the job will be filled in accordance with (a) and (b) above, or if there are no qualified applicants, shall be filled by a new hire.

(e) The Hospital shall maintain a log, in the Personnel Department, in which employee's applications for promotion or transfer shall be immediately recorded. Such log shall be open to inspection by any bargaining unit member during normal business hours of the Personnel Department.

(f) The Hospital shall post notice of anticipated training classes for bargaining unit jobs.

(g) In event of identical seniority dates of two applicants, the one with the longest service in the department shall prevail. If departmental service is equal, then the applicant with the earliest application shall prevail.

(h) The Hospital shall provide the President of the Local Union with copies of change of status reports on all promotions and transfers.

Section 12. Location and/or Shift Changes within a Classification.

(a) When an opening occurs within a classification, employees already in that classification with the greatest seniority therein who have filed with the head of the department which includes that classification their application for location and/or shift changes, shall be given preference in assignment to the location and/or shift at which the opening occurs before such opening is made available to employees from any other classification or department under the provisions of Section II of this Article, unless there is a compelling reason in a particular case why this procedure should not be followed. An employee whose change of location and/or shift has been effected in this manner shall not again become entitled to file another application for location and/or shift change until at least 3 months have elapsed after such change has been made, except in a case of an opening for which there are no bargaining unit applicants. Transfers between entry level jobs in the Dietary Department shall be handled under this sub-paragraph (a).

(b) Whenever the Hospital shall establish a new position in an existing classification on a shift or location where none has existed before, it will post notice of such position for a period of seven (7) calendar days to permit employees to apply therefor.

(c) The provisions of sub-paragraph (a) of this Section 12 shall be applied before the provisions of Section 11 above.

(d) Whenever for a temporary period it becomes necessary to assign a housekeeper from the station to which he is at a given time regularly assigned to another station, or to assign a nursing assistant from the station to which he is at a given time regularly assigned to another station, the employee who shall be moved shall be the one with the least seniority in the Group on such floor or at such station, as the case may be, unless that employee brings forth another employee from within his Group to substitute for him, in which event the employee will be placed according to Article IV, Section 9, above.

Section 13. Seniority of Union Stewards and Officers. During their terms of office, stewards shall be deemed to head the seniority lists in their respective groups, and the President of the Local, Vice President, Secretary-Treasurer, Recording Secretary, and Sergeant-At-Arms shall head all seniority lists if they are seniority employees of the Hospital, for purposes of layoff and recall. Upon the termination of their terms they shall be returned to their regular seniority standings.

Section 14. Loss of Seniority. An employee shall lose his seniority and his name shall be removed from the Hospital's

payroll in any of the following events:

(a) If he quits.

(b) If he is discharged for just and proper cause and is not reinstated through the Grievance Procedure.

(c) If he is absent from work for 3 of his scheduled working days in a row without notification to the head of his department or his designee, or if neither of them is available then to the Personnel Department of the Hospital, during such 3-day period of a reasonable excuse, acceptable to the Hospital, for his absence. No employee shall lose his seniority under this provision if he has such a reasonable excuse for his absence but his failure to notify the Hospital or to have it notified during such 3-day period is due to causes beyond his control, provided such notice is given to the Hospital as soon as possible.

(d) If when given at least 5 days' notice by the Hospital by certified or registered mail or telegram, with return receipt requested, to return to work after a layoff he fails to return at the time designated in such notice without any reason which is acceptable to the Hospital. An employee who is working elsewhere at the time of such recall and who so notifies the Hospital within such 5-day period, shall be given an additional 5 working days to return.

(e) If he obtains a leave of absence under false pretenses.

(f) If he is laid off for a continuous period of 1 year, or for a continuous period equal to his accumulated seniority at the commencement of his layoff, whichever is longer, but not to exceed 3 years in total.

(g) If he retires or is retired under the terms of any Retirement Plan of the Hospital.

Section 15. Penalty for Discourtesy or Disclosure of Confidential Information. Employees and the Union recognize the importance and necessity of courtesy to the Hospital's patients and of the treatment of information concerning patients and their families as confidential. Any and all information concerning any patient of the Hospital or his family, no matter how acquired, shall be considered and treated as confidential. Any act of discourtesy to a patient by an employee, or any disclosure of confidential information by an employee to a patient or a fellow employee or any unauthorized person which is not made in the course of the employee's duty to the Hospital, shall be regarded as a breach of

duty by the employee, and may be treated as cause for discipline, subject to the Grievance Procedure hereof in case the employee feels aggrieved thereby.

ARTICLE V

Leaves of Absence and Sick Time Policy

Section 1. General Rules

(a) An employee may be granted a leave of absence by the Hospital for any reason which is acceptable to the Hospital. Except as hereinafter provided, no leave will be for more than 3 months unless it is for a very exceptional reason; but the Hospital may grant one or more extensions of a leave upon the employee's request for reasons which are acceptable to the Hospital. If an employee fails to report for work promptly upon the termination of his leave of absence, he shall be considered as having quit voluntarily. No employee shall be entitled to return to work before the expiration of his leave unless the Hospital consents to his early return. No employee shall be paid for any leave of absence except as provided herein with respect to Bereavement Leave, Jury Duty, and Sick Time Policy. During any leave of absence, an employee may, at his own expense, continue all insurance coverage, subject only to the limitations imposed by the carrier.

(b) Request for a leave shall be made in writing signed by the employee to his Department Head and shall state the reasons for the request. Leave of absence, if granted, shall be in writing and shall require the signed approval of the employee's Department Head and the Personnel Director and either the Director or Associate Director of the Hospital; the original signed copy shall be given to the employee, 1 copy to the President of the Local Union, and the Hospital shall retain at least 1 copy.

(c) An employee's seniority, as determined by his seniority date, shall not be affected or prejudiced by his absence on leave. Unless otherwise required by law, time absent on leave shall not count toward an employee's automatic progression from one step to the next in the wage scale, nor toward the time he is considered to be upon trial upon a transfer, nor in the computation of any other benefits of employment which are either wholly or partially based upon time actually worked by an employee.

(d) An employee returning from leave of absence will be assigned to the shift and location that he worked prior to going on leave of absence, unless the job on that shift in that location is no longer in existence, in which event the employee will be placed according to Article IV, Section 9 above.

Section 2. Sick Leave. A seniority employee shall be granted a leave of absence by the Hospital if he becomes ill or injured and unable to work, provided his claim thereof is supported by satisfactory evidence. Such leave shall be for the duration of his inability to work, but not to exceed 1 year, unless such 1-year period is extended by the Hospital upon the employee's request for a very exceptional reason. Upon his return to work from such a leave, the employee shall furnish the Hospital with acceptable proof of his fitness for work.

Section 3. Military Leave. The Hospital agrees to abide by the provisions of the Federal Universal Military Training and Service Act of 1948, as amended, with respect to re-employment rights of any employees who are covered by the provisions of that Act, and to grant leaves of absences in accordance therewith.

Section 4. Leaves for Union Work and Meetings. A seniority employee who is selected for full-time work with the Union or a labor organization with which the Union is affiliated shall be granted a leave of absence for that purpose upon his and the Union's request, upon reasonable notice and as soon as he can be spared by the Hospital. Such leave shall not be for a period of longer than 1 year, but shall be subject to extension for additional like periods upon request. Also, not to exceed 5 employees (except as agreed upon by both Union and Management), who can be spared shall be granted leaves without pay to attend Union meetings. Special consideration will be given to elected Union convention delegates, provided adequate advance notice is given.

Section 5. Pregnancy Leave and Adoption Leave.

(a) A seniority employee who is pregnant shall be entitled to a maternity leave, commencing at such time as the employee's condition is no longer consistent with her ability to safely perform the duties of her classification. Maternity leave shall not extend beyond six (6) months past the termination of the pregnancy except by mutual agreement between the Hospital and the Union. She must furnish the Hospital with acceptable proof of her physical ability and fitness to return to work at the termination of her leave.

(b) An employee who adopts a child shall be granted a leave of absence, not to exceed six (6) months, without pay, to care for a child, provided the employee delivers to the Hospital evidence that such leave is required by the adoption agency involved.

Section 6. Bereavement Leave.

(a) When death occurs in his immediate family (i.e., the employee's spouse, child, legal ward, parent or step-parent, grandparent or grandchild, brother or sister, mother-in-law or

father-in-law, and spouse's brother or sister), a permanent full-time employee with seniority shall be excused upon his request for 3 (5 in the case of death of the employee's spouse or child or if the funeral is at a location more than 500 miles from the Hospital and the employee needs the additional time for travel) consecutive days of his regularly scheduled days of work next following the date of death. Upon his return and if he attended the funeral or memorial service, if any, the employee shall receive pay for any scheduled hours of work up to 8 per day for which he was excused, at his regular straight-time hourly rate on the last day worked, exclusive of shift, overtime and any other premium payment. If due to a very unusual situation such 3 (or 5 day, as the case may be) day period is inadequate, even when the employee's regular scheduled days off from work are taken into consideration, he will be excused if he presents reasons which are satisfactory to the Hospital for up to his next 2 scheduled working days thereafter, but without pay; provided, however, that if the employee then has accrued to his credit any unused sick leave benefits, the same may be used by him upon his request, to the extent they are adequate for such purpose, for up to such additional 2-day period, and in such event his sick leave benefit shall be charged accordingly.

(b) If a death occurs among relatives (i.e., the employee's aunt or uncle, niece or nephew, grandparent-in-law or any other member of the employee's household) the employee shall be granted 1 day excused absence with pay to attend the funeral or memorial service, to be charged against the employee's sick leave, or, at his option, taken from his accrued vacation or taken without pay.

(c) In addition, the President of Local Union or designated representative shall be granted 1 day excused absence, without pay, to attend the funeral of a deceased member of the bargaining unit.

(d) If a death occurs during an employee's vacation which would entitle the employee to bereavement leave under subparagraph (a) above, the employee may elect to have 3 days (or, where applicable, 5 days) of his vacation treated as bereavement leave and to have 3 vacation days credited to his vacation account.

(e) A permanent part-time employee shall be excused upon his request for one (1) day to attend the funeral of a member of his immediate family, as defined in subsection (a) above, and will receive pay for any scheduled hours of work up to 8 for the day for which he was excused.

Section 7. Sick Time Policy.

(a) Each permanent full-time employee who has at least 1 year's seniority shall, after the completion of his first full year of service in permanent full-time status, be entitled to 12 days of paid sick leave during each ensuing year of his full-time employment, his pay to be computed at his current straight-time hourly rate, exclusive of premium of any sort whatsoever. Such ensuing year is hereinafter called the employee's benefit year, and it shall be deemed to start on the anniversary of the commencement of his status as a permanent full-time employee. If a temporary employee is given permanent full-time status before the termination of his temporary employment, and he has at least 1 year's seniority; his benefit year shall be deemed to start on the anniversary of the commencement of his employment on a full-time basis. If an eligible employee is absent on leave, other than paid sick leave, or sick leave for which the employee receives accident and sickness insurance and not to exceed 200 hours of absence due to any single compensable injury, during his benefit year, his paid sick leave allowable for such year shall be reduced by the proportion that his period of absence on leave bears to 12 months.

(b) Each eligible permanent full-time employee who does not use during his benefit year all of the paid sick leave to which he is entitled during that year, as provided in (a) of this Section, shall accumulate his unused paid sick leave up to a total of 150 days. After an employee has accumulated 150 days of sick leave, any unused sick leave thereafter accruing shall be liquidated annually on his anniversary date at the rate of (4) hours pay at his regular straight-time hourly rate of pay, exclusive of premium of any sort whatsoever, for each full day plus pro-rata for any fractional day of such excess. Thereafter, whenever the employee's sick leave accumulation falls below 150 days, he shall resume accumulation of his unused sick leave until the accumulation shall again reach a maximum of 150 days.

(c) An employee who transfers from permanent full-time status to permanent part-time status shall retain his accumulation at the time of such transfer.

(d) An employee whose employment is terminated for any reason shall be paid 8 hours pay at his current straight-time hourly rate of pay, exclusive of premium of any sort whatsoever for each full day plus pro-rata for any fractional day of his accumulation. If the reason for such termination of employment is the employee's death, such payment shall be made to the same beneficiary as the beneficiary of the employee's life insurance provided by the Hospital.

(e) The term "sick leave" as used in this Section refers to the sickness or non-compensable accidental injury of the employee himself to such an extent that he is unable to work or that it would be unsafe or unwise for him to expose others to his condition. It does not include any condition which is self induced or the result of the employee's own willful misconduct. However, it shall be deemed to refer to and include, for the purpose of this Section only, absence of an employee due to the serious illness of his spouse or child or provided the employee's absence is actually necessary, his brother or sister or his or her spouse's father or mother. If requested by the Hospital, the employee shall furnish acceptable proof that his absence from work is due to one of such included causes. Notwithstanding the foregoing, an employee may use not more than three (3) days of his paid sick leave for personal business each year; provided the employee shall give his Department Head advance notice of the day selected, and provided further that if there shall be an excessive number of requests for the same day which would interfere with operations, the Department Head may require alternate selection, in line with seniority. Personal business includes personal appointments or commitments requiring absence of the employee, which cannot reasonably be scheduled during non-working time of the employee, for example legal or medical appointments, graduation or marriage of a child of the employee, or a moving day.

(f) An eligible permanent full-time employee may take up to one-half of his paid sick leave during the year in which he is accruing same (that is, during the year prior to his benefit year as the latter is above defined) after he has already worked at least 6 months and at least 900 hours in permanent full-time status during that accrual year. If he does so, the days so taken shall be subtracted from the total benefits which accrue to him for that year. This provision shall apply during the first year as well as subsequent years of his employment in such permanent full-time status.

(g) Each permanent part-time employee who has at least 6 months seniority shall be entitled to eight (8) hours of paid sick leave for each one-hundred forty-eight (148) hours worked by him for the Hospital, after November 9, 1973, to be computed at his current straight-time hourly rate, exclusive of premium of any sort whatsoever. Paid sick leave may be used by a permanent part-time employee only for the purposes specified in (e) above.

(h) With each pay check, an employee shall be given notice of the number of sick leave days remaining in his account.

Section 8. Jury Duty. A seniority employee who is called for jury duty will, during his tour of jury duty, be scheduled to work on the day shift, and only on weekdays. On days when the employee is required to report for jury duty, he will be excused from work and will receive from the Hospital a jury duty pay supplement to make up the difference between his jury duty fee and his normal straight-time earnings for the day. If the employee is excused from jury duty on a scheduled work day, he must report to the Hospital if a minimum of four (4) hours remains in his schedule. These same provisions shall apply to an employee who is called as a witness, except when called to testify on behalf of a party who is adverse to the Hospital.

ARTICLE VI Hospital Rights

Section 1. Right to Manage. The Hospital retains the sole right and shall have a free hand to manage and operate its hospital, subject only to the condition that it shall not do so in any manner which is inconsistent with this Agreement. Without limiting to any extent the generality of the foregoing, the Hospital shall have the right to make at any time and to enforce any rules and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the Hospital so long as they are not inconsistent herewith, and any employee who violates or fails to comply therewith may be subject to discipline, and may have recourse to the Grievance Procedure of this Agreement in the event he feels aggrieved by such discipline.

ARTICLE VII Union Rights

The Hospital will not promote any labor group or organization which purports to engage in collective bargaining or make any agreement with any labor organization during the terms of this agreement which would violate the provisions of Article I hereof.

ARTICLE VIII Vacations

Section 1. Eligibility and Computation for Permanent Full-Time Employees. Each permanent full-time employee who has at least 1 year's seniority shall, after the completion of his first and subsequent full years of service in permanent full-time status, be entitled to an annual vacation with pay during the next ensuing year of his employment as hereinafter provided. His vacation pay shall be computed by multiplying the number of hours in his normal work week by his current straight-time hourly rate which is in effect at the time he takes his vacation, exclusive of premium of any sort whatsoever. A full year of service in permanent full-time

status means and requires that an employee must actually have worked at least 1800 hours in such status for the Hospital during a year starting at the commencement of the anniversary of the commencement of his status as a permanent full-time employee. For the purpose only of the computation of such 1800 hours, any portion of an employee's paid sick leave which has been used by him during that vacation year and paid holidays and vacation days and days of bereavement leave and compensable injury leave (not to exceed 200 hours attributable to any single injury) shall be counted as time actually worked by him. If a temporary employee is given permanent full-time status before the termination of his temporary employment, his year and his permanent full-time service shall be deemed to start at the commencement or the anniversary of the commencement of his employment on a full-time basis.

Section 2. Full Vacation Benefits. Vacation benefits, based on a full year of permanent full-time service, shall be as follows:

After years of such service	Vacation	Vacation Pay
1 to 4 years inclusive	2 calendar weeks	2 weeks' pay
5 to 9 years inclusive	3 calendar weeks	3 weeks' pay
10 and subsequent years	4 calendar weeks	4 week's pay

Section 3. Pro-Rated Vacation Benefits. In the case of a permanent full-time employee who does not qualify for full vacation benefits under the foregoing Sections of this Article because of his failure to work at least 1800 hours in permanent full-time status during a year, his vacation benefits for that year shall be computed on a pro-rata basis by dividing the number of hours he actually worked in such status during the year by 2000, and applying the resultant percentage to the benefits stated in Section 2. If this results in a fraction of a day of vacation, it shall be increased to the next full day.

Section 4. When Partial Benefit May Be Taken. A permanent full time employee may take 1 week of his above vacation benefits during the year in which he is accruing them after he has already actually worked at least 6 months and at least 900 hours in permanent full-time status during that year. If he does so, those benefits shall be subtracted form the total benefits which accrue to him for that year. This provision shall apply during the first as well as subsequent years of his employment in such status.

Section 5. When and How Benefits Must Be Taken. Vacation time is not cumulative. A vacation must be taken not later than the end of the year following the date on which an employee becomes entitled thereto, unless he is on sick leave of absence for a period which is at least as long as his vacation period and which prevents his taking his vacation within such period, otherwise it shall be deemed to be waived. No money payments in lieu of vacation will be made by the Hospital except in a case where an employee is prevented from taking his vacation because of such a sick leave, or unless it is otherwise agreed between the Hospital and the Union or if the Hospital does not schedule the employee off at any time within six (6) months preceding the time when such vacation is deemed waived.

Section 6. Effect of Termination of Employee's Permanent Full-Time Employment. If the employment of a permanent full-time employee is terminated, by a separation from employment, he will be paid vacation pay upon termination as follows:

(a) If he has worked at least 6 months but less than 1 year in permanent full-time status, and at least 900 hours, he will be paid vacation pay for his vacation which is accruing but unused, computed on a pro-rata basis as provided in Section 3 of this Article.

(b) If he has worked 1 year or more in a permanent full-time status, he will be paid (1) his vacation pay for any accrued but unused vacation for the preceding year as provided in the preceding Sections of this Article; and also (2) vacation pay for his vacation which is accruing but unused during the year of termination, computed on a pro-rata basis as provided in Section 3 of this Article.

Section 7. (a) Allotment of Vacation Periods. Employees must specify desired vacation times in writing to their supervisor or department heads by March 15 of each year, indicating a first, second and third choice. The Hospital will establish vacation schedules consistent with necessary personnel requirements to assure the orderly operation of the Hospital. In the event it becomes necessary for the Hospital to allot vacation periods because of an excessive number of requests for the same period, seniority of the employees in the classification affected shall govern. The Hospital will post vacation schedules on or before April 15 of each year. Thereafter, an employee's scheduled vacation will not be changed without his consent. Employees who do not make their vacation requests known until after the schedule is established will be granted open vacation periods in accordance with seniority on a first come basis. Vacation requests will be returned within ten (10) working days. Notwithstanding the

foregoing, vacation allowance will not be paid to an employee until it has been earned in accordance with Sections 1 through 3 of this Article.

(b) In the allotment of vacation periods, the Hospital may restrict the number of bargaining unit employees on vacation within groups of compatible nursing units, but such restriction shall not be applied disproportionately to the bargaining unit employees in such nursing units.

(c) **Option If Sickness Occurs During Vacation.** If an employee becomes ill or is injured during his vacation period, and wishes to avail himself of any unused sick benefits as above provided, he may, upon furnishing to the Hospital as soon as possible satisfactory proof of such illness or injury, elect to use such sick benefits instead of his vacation benefits during the period of his illness or injury.

(d) **Time for Vacation Payment.** An employee's full vacation pay will be made available to him prior to the commencement of his vacation period if he makes request therefor at least 1 week prior to the commencement of his vacation period. If no such request is made, his vacation pay check will be issued on his regular pay day and will be made available to him upon his return from vacation.

Section 8. Eligibility and Computation for Permanent Part-Time Employees.

(a) Each permanent part-time employee who has at least 1 year's seniority shall, after the completion of his first and subsequent full years of service in permanent part-time status, be entitled to an annual vacation with pay during the next ensuing year of his employment. His vacation and vacation pay benefits and eligibility requirements shall be pro-rated on the basis of the ratio that the average number of hours in his normal work week during his accrual year bears to 40, with the exception that eligibility requirements as to seniority and years of service in permanent part-time status shall remain as stated in Article VIII and not be pro-rated. His vacation pay shall be based on his current straight-time hourly rate which is in effect at the time he takes his vacation, exclusive of premium of any sort whatsoever, Section 4 of this Article shall not apply to any permanent part-time employee.

(b) If the employment of an eligible permanent part-time employee is terminated, he shall be paid vacation pay upon such termination with the computation of his benefits being on a pro-rata basis, as provided in (a) above.

ARTICLE IX

Holiday Pay

Section 1. Designation of Holidays and Eligibility Rules.

Each permanent full-time employee shall be paid for the following days not worked by him (each of which days is treated as a holiday for the purposes of this Article, namely New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, December 24, Christmas Day, and one (1) floating holiday during each anniversary year of employment to be scheduled upon his request to and approved by the Hospital at least two (2) weeks prior to the date requested, provided he meets all of the following eligibility rules, and unless otherwise provided in this Article:

(a) He must have worked in full his last scheduled working day prior to and also his next scheduled working day after such holiday, unless he presents to the head of his department an excuse for his failure to do so which is acceptable to the Hospital and which must be supported by satisfactory proof.

Section 2. Holidays Occurring During Employee's Vacation or Scheduled Day Off.

(a) When one of such holidays falls within an eligible employee's approved vacation period and he is absent from work because of such vacation, he shall either be paid for that holiday in addition to his vacation pay, or if he chooses he may have an additional vacation day with pay.

(b) Whenever one of such holidays falls on an eligible employee's scheduled day off, he may elect either to receive said holiday pay or to have an additional day off with pay.

Section 3. Holidays Occurring During Layoff or Leave of Absence. An employee who is on layoff or on leave of absence at the time such a holiday occurs will not be paid for that holiday, except as provided in the last sentence of Section 4 immediately following.

Section 4. Holidays Occurring During Employee's Absence From Scheduled Work. If an otherwise eligible employee is scheduled to work on such a holiday but fails to work, he will not be paid for that holiday unless he presents to the head of his department an excuse for his absence which is acceptable to the Hospital and which must be supported by satisfactory proof. If an otherwise eligible employee is excused in advance by the head of his department from scheduled work on such a holiday, he shall be paid for that holiday. An employee who is absent on one of such holidays on account of illness for which he would be entitled to paid sick leave benefits under the provisions of Article V hereof,

and who is eligible for holiday pay for that holiday under the provisions of this Article, shall be paid only holiday pay therefor and his paid sick leave benefits shall not be affected or diminished by his receiving such holiday pay.

Section 5. Computation of Holiday Pay. Each employee who is eligible under the provisions of this Article to be paid for any such holiday not worked by him shall be paid 8 hours pay therefor, computed at his current straight-time hourly rate which is in effect on that holiday, exclusive of premium of any sort whatsoever.

Section 6. Rules Re Holidays Worked.

(a) Every employee who performs work on any of such holidays shall be paid double pay for the hours so worked.

(b) If an employee who performs work on any of such holidays would have been eligible for holiday pay hereunder if he had not worked the holidays, he shall be paid an additional day's pay (not to exceed 8 hours' pay), computed as provided in Section 5 of this Article. If an employee is scheduled to work less than 8 hours on such a holiday and works all of such scheduled hours, he shall be entitled to holiday pay on a pro-rata basis for the difference between 8 hours and the hours actually worked by him, provided he is otherwise eligible therefor.

Section 7. Miscellaneous Rules Re Holiday Pay. The foregoing provisions of this Article shall apply only to the day on which the specified holiday actually falls, regardless of whether it is observed on any other day for any purpose by any one or generally. No employee other than an eligible permanent full-time employee shall be entitled to pay for any holiday not worked by him, except as provided in Section 8 of this Article with respect to permanent part-time employees. No holiday which an employee is paid for hereunder even though he did not work shall be considered or treated for any purpose under this Agreement as time actually worked by him, except as otherwise provided in the vacation and sick leave articles.

Section 8. Holiday Pay for Permanent Part-Time Employees. Each permanent part-time employee who meets the eligibility rules set forth in (a) and (b) of Section 1 of this Article shall be entitled to holiday pay benefits hereunder pro-rated on the basis of the ratio that the average number of hours in his normal work week which is in effect at the time of the holiday bears to 40.

ARTICLE X Hours and Wages

Section 1. Hours Constituting Regular Schedule. The regular schedule of a full-time employee shall consist of not more than 40 hours of work per week. The regular schedule of an employee's working day shall consist of not more than 8 hours, consecutive if possible except for an unpaid lunch period. Any employee who is called away from his lunch period, due to an emergency, shall be provided with compensatory time off and shall be reimbursed for any meal which he has purchased.

Section 2. Work Schedules.

(a) The Hospital shall plan and post work schedules at least 2 weeks in advance of the first working day covered by a schedule. A schedule shall be subject to such changes after it is posted as are required by the circumstances. No provision of this Agreement shall constitute or be construed in any event as a guarantee of employment to any person.

(b) In the planning of work schedules, it will be the Hospital's policy as a general rule to adhere to the following practices:

- (1) to avoid requiring an employee to "double back" during a single work day;
- (2) to avoid long stretches of consecutive work days (8 days or more) without intervening days off;
- (3) to avoid split days off, and to endeavor to make an employee's normal 2 days off per week consecutive;
- (4) to provide and require equitable distribution of work during weekends among all employees;
- (5) to grant an employee his choice of afternoon or night shifts within his own job classification in his own department according to seniority when a vacancy occurs;
- (6) to require employees who are assigned to a shift on which rotation of shifts is required to take their turns in such rotation. Except for the Sunday at the beginning of a work schedule, employees will only be required to rotate to one of the two off-shifts (afternoons or midnights), but not both, during each four week schedule; and
- (7) to schedule vacations of one (1) week or more to be taken in conjunction with consecutive weekends.

(c) For nursing department employees, the term "equitable distribution of work during weekends" in (b) above means that each employee will be scheduled to have 40% of the weekends off. Complaints that a nursing department employee has been required to work an excessive number of weekends will be reviewed by the Director of Nursing, or her designee, and where found to be justified, appropriate adjustments in schedules will be made to achieve such equitable distribution.

Section 3. Deviations From Regular Schedule. It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests. No such deviations shall be considered as violations of the general rules which are stated in Sections 1 and 2 of this Article. Employees must be notified if the schedule is changed once it is posted.

Section 4. Overtime Pay.

(a) An employee shall be paid at one and one-half times his current straight-time hourly rate, including any applicable shift differential premium, for all full one-fourth (1/4) hours worked by him after eight hours in a single work day and approved by his supervisor. If a supervisor requires an employee to work overtime, it shall be for a minimum of one-fourth (1/4) hour.

(b) If an employee works more than 40 hours in a single work week, with the approval of his supervisor, he shall be paid for such excess hours at time and a half of his current straight-time hourly rate, including any applicable shift differential premium.

(c) If an employee works seven consecutive days in the same work week, he will be paid for all hours worked on the seventh day at two times his current straight-time hourly rate, including any applicable shift differential premium.

(d) If an employee works more than eight consecutive days as a result of scheduling by the Hospital, and not as a result of the employee's request, the employee shall be paid for all hours worked on the eighth day at one and one half his current straight-time hourly rate, including any applicable shift differential premium.

(e) Paid bereavement leave, jury duty leave, sick leave (except sick leave on Saturdays or Sundays), vacation days and holidays (except Sunday holidays not worked) shall be treated as hours worked for the purposes of determining premium entitlement.

(f) The allowance of an overtime premium on an hour pursuant to any sub-paragraph above shall exclude that hour for consideration for overtime premium under any other sub-paragraph, it being the intent of this section that there shall be no pyramiding of overtime.

Section 5. Tardiness.

(a) An employee who reports to work from 3 to 6 minutes after his established starting time will not be paid for the first one-tenth (1/10) hour of his scheduled working day. For tardiness of more than 6 minutes, deductions will be made on a one-tenth-hour basis; provided, however, that if an employee is more than 30 minutes tardy, and his supervisor has called in a replacement, his supervisor may send him home for the balance of that working day, in which event he shall not receive any pay for that day. Repeated or excessive tardiness shall constitute just and proper cause for discipline.

Section 6. Paid Rest Periods. All employees who are scheduled to work an 8-hour day shall be allowed a 15-minute paid rest period during each half, or approximately half of such working day. If an employee is scheduled to work less than an 8-hour day, he shall be allowed a 15-minute paid rest period during any portion thereof in which he is required to work for 4 or more consecutive hours. If for any reason an employee is scheduled to work 2 consecutive 8-hour shifts in succession, he shall be allowed a 15-minute paid rest period at the end of the first 8 hours thereof.

Section 7. (a) Day of Accidental Injury. If an employee suffers an accidental injury which arises out of and in the course of his employment with the Hospital and because thereof he is released by his supervisor or by the Hospital's Emergency Department from his work for the balance or a portion of the balance of the day on which it occurs, the Hospital shall pay him at his current straight-time hourly rate for his scheduled working time so lost during the day on which the accident occurs. In addition, if the employee is required to wait in the Emergency Department on the day on which the accident occurs beyond the end of his normal shift, the Hospital shall pay for all such time, at the employee's regular rate, including shift premium, provided the employee has reported the accident promptly. The working time so lost and paid for shall not be charged against the paid sick leave benefit which is provided in Section 7 of Article V hereof.

(b) **Supplement to Worker's Compensation.** If an employee suffers an injury which is compensable under the Michigan Worker's Compensation Act and has standing to his credit any sick leave benefits under the provisions of Section 7 of Article V of this

Agreement, he shall upon his request be entitled to receive from the Hospital the difference in amount between the Worker's Compensation received for a specific period and the amount of compensation which he would have received from the Hospital for his employment there during that same period to the extent that such amount is available out of any sick leave benefits which had accrued to him at that time, and his sick leave benefit shall be charged accordingly. This provision shall apply to the initial waiting period, if any, which applies to his Worker's Compensation benefit, as well as thereafter. An employee who elects to supplement his Worker's Compensation benefits under this provision must do so continuously.

Section 8. Reporting Time and Call-In.

(a) An employee who reports for work at his scheduled time or at a time designated by the Hospital, without having been notified that there will be insufficient work for him in his job classification, shall be paid for a minimum of one-half of his then regular scheduled working day, but not exceeding 4 hours, at his current straight-time hourly rate, including shift premium, except in any case where such lack of work is due to causes or conditions which are beyond the control of the Hospital. During the period for which he is so paid he shall do any work which is assigned to him by the Hospital, or otherwise he shall forfeit his call-in pay; and if he is sent home by his supervisor before such period has elapsed he shall have his time card approved by his supervisor before he leaves the Hospital. The provisions of this Section shall not apply when an employee reports back to work after he has been absent from available work from an indefinite leave of absence without at least two (2) working days of advance notice. Saturdays, Sundays, and holidays excluded.

(b) An employee who is called in to work at other than his scheduled time shall be paid for a minimum of 4 hours, at his current appropriate hourly rate. However, the employee will not be required to remain on the job after the necessity for his presence is met in the judgement of the Hospital.

(c) Each employee is required to notify his or her department head or supervisor (or if the department is not yet open, the main telephone number of the Hospital at 593-7000) approximately one hour before the start of the shift if he will be absent or tardy. Failure to give such notification when not reporting for work at all, unless in extreme cases of emergency and under circumstances beyond his control, may result in disciplinary action. Notification need only be given for the first day of absence when the employee is confined in an hospital or is under care of his physician and has notified the Hospital of his expected date of return. In such cases, the employee must again notify the Hospital if he is unable to return on the expected date of return.

Section 9. Shift Premium. Any employee scheduled to work an eight hour shift starting between the hours of 12:00 noon and 5:00 a.m. shall be paid a shift premium of 35 cents per hour over his straight-time hourly wage rate, for all hours worked on such shift. In addition, any Dietary Department employee scheduled to work an eight-hour shift starting between 10:00 a.m. and 12:00 noon shall be paid the same shift premium for all hours worked on such shift after 3:30 p.m.

Section 10. (a) Wage Rate Schedule. During the effective term of this Agreement the straight-time hourly rates for the job classifications which are covered hereby shall be as shown in Appendix B attached hereto and made a part hereof.

(b) Wage Rate During Temporary Assignment. If an employee is temporarily assigned to a higher-rated classification than his own for a continuous period of 1 hour or more, he shall be paid the higher rate to the next half hour that he works on that assignment. If an employee is temporarily assigned to a higher-rated classification period of 1 hour, but for intermittent periods which aggregate more than 1 hour in a single work day, he shall be paid at the higher rate for the aggregate of such intermittent periods to the next half hour that he performs that assignment.

ARTICLE XI

Other Benefits (Uniforms, Insurance, Retirement, Etc.)

Section 1(a). Uniforms. Employees shall be required to wear uniforms while at work if and as prescribed by the Hospital. Uniforms shall be paid for by the employee, but the Hospital will assist by making them available to the employee at the Hospital's cost and permitting the employee to pay the Hospital for them either in cash or by the payroll deduction method. Employees who do not wish to avail themselves of the uniforms obtained by the Hospital may purchase them elsewhere; provided the uniforms purchased shall conform to the Hospital's specifications as to color and general appearance.

(b) The color of uniforms for all bargaining unit employees shall be white except where otherwise agreed by the parties; provided that employees now wearing colored uniforms may continue to wear such uniforms until replaced with new ones, at which time only white uniforms will be purchased. The Hospital will provide identification patches, in its discretion, which shall be affixed to uniforms, in accordance with the Hospital's instructions.

(c) The Hospital shall continue to provide uniforms to those bargaining unit employees who were receiving them prior to November 9, 1972, at the rate of three (3) uniforms per contract year. In exceptional cases, where this number is inadequate, special consideration will be given.

Section 2. Life Insurance.

(a) The Hospital will procure and maintain during the term of this Agreement at its own expense as provided in this Section a group life insurance policy or policies, if available from a reliable insurer or insurers satisfactory to the Hospital, covering the life of each permanent full-time employee who has at least 1 year's seniority, in the principal amount of \$12,000, payable to the beneficiary named by the insured employee with the right reserved to him to change his beneficiary. The Hospital will also procure and maintain during the term of this Agreement at its own expense as provided in this Section a group life insurance policy or policies, if available from a reliable insurer or insurers satisfactory to the Hospital, covering the life of each permanent part-time employee who has at least 1 year's seniority, in the principal amount of \$6,000, payable to the beneficiary named by the insured employee with the right reserved to him to change the beneficiary.

(b) If a covered employee's employment or status as a permanent full-time employee is terminated, this insurance benefit shall be discontinued as to him at the end of the month in which such termination occurs. However, he may continue his coverage at his own expense if he is permitted to do so by the insurer.

(c) The Hospital will not pay the premium on such insurance for any employee for the policy month following any policy month in which that employee does not actually work at all for the Hospital prior to the premium remittance date, except that if he is absent on sick leave or on Worker's Compensation the Hospital will continue to make such payments for the first full 6 months of such leave, plus (if this condition is acceptable to the insurer) such additional number of months, if any, as results from dividing the employee's number of accumulated days of sick leave by 22, computed to the next full month. If the employee wishes his coverage to be continued thereafter he shall pay his monthly premium to the Hospital prior to such remittance date so that the Hospital may remit same to the insurer. Any employee absent on any other kind of leave for which the Hospital does not continue to pay his insurance premium may continue his own coverage at his own cost if he is permitted to do so by the insurer.

(d) All dividends, rebates, credits, refunds and reimbursements of any sort paid by any insurer shall be paid by such insurer to and shall belong to the Hospital.

(e) The Hospital will provide such insurance as soon after the effective date of this Agreement as it can procure same.

(f) During the term of this Agreement, the Hospital will provide \$1,000 life insurance for all employees who retire on or after the date hereof under the normal retirement provisions of the Hospital's retirement plan.

Section 3. UHS and John Hancock's Select Care.

(a) The Hospital will assume and pay for all of its permanent full-time employees with seniority, the entire cost to the United Health System and John Hancock's SelectCare hospital-medical care plan (including preventive care). Effective January 1, 1986, the plan will be amended to provide a deductible for use of non-network in-patient facilities of \$100.00 per hospitalization. In the event the SelectCare health plan can no longer be provided to its employees, the Hospital will provide comparable coverage as agreed upon by the Hospital and the Union.

(b) The Hospital's obligation hereunder shall exist, with respect to any employee, only while he is in the active service of the Hospital and only with respect to a month in which the employee has earnings from the Hospital during that month, plus such additional number of months, if any, as results from dividing the employee's number of accumulated days of sick leave by 22, computed to the next full month. If an employee wishes to continue his coverage during any period with respect to which the Hospital's obligation does not exist or apply, the employee shall have sole responsibility for making all arrangements necessary for the continuance of such coverage at his own expense. Notwithstanding the foregoing, the Hospital shall pay such premiums for employees who are absent due to an injury which is compensable under Worker's Compensation laws, for a maximum period of six (6) months of such absence. In addition, if a full-time employee is adjudged to be terminally ill and unable to work by his physician and such opinion is concurred in by a physician designated by the Hospital, the Hospital shall continue to pay such premiums for a period ending on the date of death of the employee or one (1) year after exhaustion of his paid sick leave, whichever shall occur first.

(c) The Hospital by payment of the cost of such coverage as herein specified, shall be relieved of any further obligation or liability with respect to the benefits of such coverage.

(d) The provisions of this Section 3 shall no longer be applicable if the Hospital's employees become eligible for hospital or medical expense benefits under any Federal or Michigan law providing such benefits for them or for the public at large. No coverage is provided under this Section 3 or any employee following the termination of his employment with the Hospital.

(e) If an employee wishes any available coverage over and above that which the Hospital undertakes in this Section 3 to provide, he may make such arrangements with the carrier and the Hospital for same as are necessary and he, himself, shall bear and pay the full additional cost of such extra coverage.

(f) The Hospital will pay the premium to provide, for each employee who retires on or after the date of this Agreement under the normal retirement provisions of the Hospital's retirement plan, and for the retiree's spouse coverage identical to the Blue Cross-Blue Shield '65 supplement to Medicare (Option 4 Exact Fill) and the two dollars (\$2.00) deductible Blue Cross prescription rider. An employee who retires between age 62 and age 65 under the early retirement plan may pay the premium to maintain medical-hospital coverage under the Hospital's plan until age 65 and thereafter may pay the premium to maintain the complement to Medicare under the Hospital's plan. The surviving spouse of an employee who dies after becoming vested under the Hospital's retirement plan and before retiring may exercise the same option described in the preceding sentence.

(g) The Hospital will make available to its eligible employees the option of selecting a Health Maintenance Organization plan as an alternative to the SelectCare health plan.

Section 4. Retirement Plan.

(a) The Hospital agrees to continue to include within the coverage of its Retirement Plan for employees, as constituted on the effective date of the within Agreement, which plan was most recently amended as of January 1, 1978, all of its permanent full-time employees in the within bargaining unit who are eligible for such coverage under the terms of said Retirement Plan, which became effective on January 1, 1962.

(b) The Hospital agrees to keep such Plan in effect for the duration of this Agreement and to make such contributions to the Retirement Fund as are required by the Employee Retirement Income Security Act (ERISA).

Section 5. The Hospital agrees to provide the Oakwood Hospital Employee Medical Eye Care Plan, utilizing Medical Eye Services of Michigan, Inc. (MESOM) for each permanent full-time employee with seniority, the terms of which shall be set forth in an agreement between the Hospital and MESOM. Such plan shall include benefits for retirees and their spouses.

Section 6. The Hospital agrees to allow permanent full-time employees to enroll in the Hospital's "tax-sheltered" annuity plan upon the same terms as other employees.

Section 7. The Hospital agrees to establish, with a carrier of its selection, a dental insurance plan for permanent full-time bargaining unit employees with at least one (1) year of seniority, and their eligible dependents. Such plan shall provide benefits equivalent to the Blue Cross-Blue Shield "Delta" plan (50% co-pay, for class 1, 2 and 3 services) with maximum annual benefits of \$800.00 per person for class 1 and 2 services and \$500.00 lifetime maximum for class 3 services.

Section 8. Credit Union. The Hospital shall make arrangements for payroll deduction or employee payments to a credit union for employees who provide the Hospital with appropriate written authorization therefor. Such authorization must provide for deduction in whole dollar amounts.

Section 9. Tuition Reimbursement.

The Hospital shall provide tuition reimbursement for work related educational courses in accordance with the following policy:

1. This program applies only to permanent full time employees who have completed one (1) year of service with the Hospital.
2. The application for tuition reimbursement can be obtained in the Personnel Department. It is to be completed ten (10) days before the beginning of each semester.
3. The application should be returned to Personnel. It will be reviewed to determine if the requested education courses are accredited and work related, and that the institution where they are to be taken is approved. **Advance approval is required.**
4. Employees will receive reimbursement for 100% of tuition; provided they meet the other requirements set forth herein.
5. No more than 12 hours per year.
6. At the completion of courses requesting reimbursement the employee must submit to Administration the bill, receipt of payment, and grades for review.
7. A "C" or better must be maintained in the course to qualify for reimbursement.

8. The Hospital will not pay for the following expenses:

Any entrance, qualifying, or similar type of examination.

Any course retaken for any reason.

Any books, supplies, breakage deposits, etc.

Any registration fees or application fees.

Any course or tuition expense which is paid for or reimbursed under the G.I. Bill, scholarships, grants or by any outside organization.

Courses not directly related to the employee's current position or to another position in the Hospital to which the employee may reasonably expect to be promoted or transferred. Such course(s) must be paid for entirely by the employee and will not be subject to any Hospital reimbursement as defined in this policy.

9. The employee will receive the check using the existing pay day procedure.

Section 10. Sickness and Accident Insurance.

(a) The Hospital will procure and maintain during the term of this Agreement at its own expense as provided in this Section a Sickness and Accident insurance policy from a reliable insurer satisfactory to the Hospital, providing weekly benefits, as set forth below, in the event a permanent full-time employee who has completed at least six (6) months in permanent full-time status becomes disabled after February 1, 1984, due to non-occupational injury or illness (including periods of actual disability due to pregnancy). The amount of the weekly benefit shall be sixty percent (60%) of the employee's current weekly earnings, based on a forty (40) hour workweek, excluding overtime and shift differential to a maximum of \$300 per week. Benefits shall be payable commencing on the first day of absence due to an accident or the fifteenth (15th) calendar day of absence due to illness, unless the employee is hospitalized due to illness during such fifteen (15) day period, in which case benefits shall commence on the first day of hospitalization. Maximum duration of benefits shall be thirteen (13) weeks. Other provisions applicable to such insurance shall be as set forth in the policy.

(b) The Hospital's obligation hereunder shall exist, with respect to any employee, only while he is in the active service of the Hospital and only with respect to a month in which the employee has earnings from the Hospital and only with respect to a month in which the employee has earnings from the Hospital during that month or has received paid sick leave or Sickness and Accident Insurance benefits under the Policy during that month.

(c) The Hospital by payment of the premiums for such insurance shall be relieved of any further obligation or liability with respect to the benefits of such coverage.

ARTICLE XII

General Provisions

Section 1. Agreement Binding. Any agreement reached between the Hospital and the Union is binding on all employees affected and cannot be changed by any individual.

Section 2. Name and Address Changes. Employees shall notify the Hospital of any change of name or address promptly and in any event within 5 days after such change has been made. The Hospital shall be entitled to rely upon an employee's last name and address shown on its records for all purposes involving its employment and this Agreement.

Section 3. Employee Physical Examinations. Every employee must and hereby agrees to have such physical examinations as are required from time to time and as are provided by the Hospital without charge to him to establish or reestablish his physical fitness to perform his work.

Section 4. Impartial Application of Agreement. It is the policy of the Hospital, the Union and of all employees covered hereby that the provisions of this Agreement shall be applied equally to all employees without regard to race, creed, color, age, sex or national origin. Any references in this Agreement in the masculine gender shall be deemed to include the feminine gender, and vice versa, unless the context clearly indicates otherwise.

Section 5. Waiver of Bargaining During Agreement's Term. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement (or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement).

Section 6. Entire Agreement. The entire Agreement between the parties is set forth in this written instrument, which includes Schedule A attached hereto, and it expresses all of the terms and conditions of employment which shall be applicable during the term hereof to the employees covered hereby.

ARTICLE XIII

Duration

Section 1. Effective Date and Duration. This Agreement shall become effective on the date first above written, and shall continue in effect until midnight, December 31, 1987. If either party should desire to renew, or to modify and renew, this Agreement for any effective period beyond December 31, 1987 or to make a new agreement to succeed this one after that date, such party shall give written notice of such desire to the other party 90 days prior to that date; but no such notice shall by itself or without the agreement of the other party have the effect of extending this Agreement beyond its termination date of December 31, 1987.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers and agents signed and executed this Agreement as of the day and year first above written at Dearborn, Michigan.

OAKWOOD HOSPITAL EMPLOYEES LOCAL 2568, Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO.

By James Glass
President

By Committeemen:
Frank Veresh
Helen Sikora
Margaret Keating
Ronald Slote
Judith Slote

By Sharlene M. Myers
President

By Virti Williams
Staff Representative

OAKWOOD HOSPITAL CORPORATION

By W.J. Roberts
Secretary

By Gerald D. Fitzgerald
President, Oakwood Hospital

By Dante M. Rotondo
Assistant Vice President, Human Resources

APPENDIX A

"AUTHORIZATION FOR PAYROLL DEDUCTION"

"Effective immediately, I hereby voluntarily request and authorize Oakwood Hospital Corporation to deduct from the first pay receivable by me in each month hereafter which is sufficient for such purpose my initiation fee (if not previously paid) and current Union membership dues for that month in such amount as is certified to the Hospital by Oakwood Hospital Employees Local 2568, Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, to be the current rate of its initiation fee and regular monthly dues uniformly levied for membership; and to remit the amounts so deducted to said Oakwood Local 2568 at such times and in such manner as may be agreed upon between the Hospital and said Oakwood Local 2568."

"This authorization shall remain in effect for the duration of the Agreement between the Hospital and said Oakwood Local 2568, which is current on the date hereof, and also for the duration of any subsequent agreement between them which contains a similar check-off provision, unless I sign and file in the Personnel Office of the Hospital a written notice of its revocation on a form to be prescribed by the Hospital. I understand and agree that I may file such a revocation only during the period which commences on the 30th day and ends on the 10th day prior to any anniversary of the date of any such Agreement."

Date of Signing and
Delivery to Hospital: _____

Clock Card Number: _____

Social Security Number: _____

Employee's Signature: _____

APPENDIX B
WAGE RATES FOR JOB CLASSIFICATIONS

I. FOR PERMANENT FULL-TIME EMPLOYEES

Section 1. Straight-time hourly rates of pay for permanent full-time employees shall be as follows:

AFSCME WAGES
 1985, 1986, 1987

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Building & Maintenance

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	YEAR	BEG	6 Mo	12 Mo	18 Mo	24 Mo	36 Mo	48 Mo
*Operating Engineer	1985	11.91	12.01	12.15	12.26	12.38	12.53	12.74
*Relief Oper. Engineer	1986	12.45	12.55	12.70	12.81	12.94	13.09	13.31
	1987	13.01	13.11	13.27	13.39	13.52	13.68	13.91
*Boiler Engineer	1985	11.60	11.72	11.84	11.97	12.08	12.23	12.43
	1986	12.12	12.25	12.37	12.51	12.62	12.78	12.99
	1987	12.67	12.80	12.93	13.07	13.19	13.36	13.57
*Electrician	1985	11.53	11.67	11.78	11.91	12.02	12.17	12.38
*Master Plumber	1986	12.05	12.20	12.31	12.45	12.56	12.72	12.94
*Lead Carpenter	1987	12.59	12.75	12.86	13.01	13.13	13.29	13.52

Building and Maintenance (Continued)

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	YEAR	BEG	6 Mo	12 Mo	18 Mo	24 Mo	36 Mo	48 Mo
*Millwright	1985	10.98	11.11	11.23	11.35	11.47	11.63	11.84
	1986	11.47	11.61	11.74	11.86	11.99	12.15	12.37
	1987	11.99	12.13	12.27	12.39	12.53	12.70	12.93
*Plumber	1985	10.64	10.77	10.87	11.01	11.12	11.27	11.47
*Carpenter	1986	11.12	11.25	11.36	11.51	11.62	11.78	11.99
*Painter	1987	11.62	11.76	11.87	12.03	12.14	12.31	12.53
*Maintenance Mechanic	1985	9.88	9.98	10.12	10.24	10.35	10.50	10.71
	1986	10.32	10.43	10.58	10.70	10.82	10.97	11.19
	1987	10.78	10.90	11.06	11.18	11.31	11.46	11.69
Utility Man	1985	8.81	8.93	9.04	9.17	9.27	9.42	9.62
	1986	9.21	9.33	9.45	9.58	9.69	9.84	10.05
	1987	9.62	9.75	9.88	10.01	10.13	10.28	10.50
Gardener	1985	7.46	7.56	7.70	7.80	7.91	8.07	8.27
	1986	7.80	7.90	8.05	8.15	8.27	8.43	8.64
	1987	8.15	8.26	8.41	8.52	8.64	8.81	9.03
Laborer	1985	7.29	7.42	7.54	7.65	7.77	7.91	8.11
	1986	7.62	7.75	7.88	7.99	8.12	8.27	8.47
	1987	7.96	8.10	8.23	8.35	8.49	8.64	8.85

Cardiology

	YEAR	BEG	6 Mo	12 Mo	18 Mo	24 Mo	36 Mo	48 Mo
*Cardiology Technician	1985	8.22	8.30	8.44	8.54	8.66	8.81	9.28
	1986	8.59	8.67	8.82	8.92	9.05	9.21	9.70
	1987	8.98	9.06	9.22	9.32	9.46	9.62	10.14
*EKG Technician	1985	7.88	8.02	8.11	8.25	8.34	8.50	8.70
*DCG Technician	1986	8.23	8.38	8.47	8.62	8.72	8.88	9.09
	1987	8.60	8.76	8.85	9.01	9.11	9.28	9.50
Laboratory Aide	1985	7.17	7.28	7.40	7.52	7.63	7.79	7.99
	1986	7.49	7.61	7.73	7.86	7.97	8.14	8.35
	1987	7.83	7.95	8.08	8.21	8.33	8.51	8.73

Central Sterile Supply

*C.S.S. Clerk	1985	7.52	7.63	7.75	7.87	7.99	8.12	8.32
	1986	7.86	7.97	8.10	8.22	8.35	8.49	8.69
	1987	8.21	8.33	8.46	8.59	8.73	8.87	9.08
C.S.S. Attendant	1985	7.29	7.42	7.54	7.65	7.77	7.91	8.11
	1986	7.62	7.75	7.88	7.99	8.12	8.27	8.47
	1987	7.96	8.10	8.23	8.35	8.49	8.64	8.85
*Instrument & Equipment Processing Attendant	1985	6.86	6.99	7.10	7.21	7.34	7.49	7.69
*C.S.S. Crew Leader	1986	7.17	7.30	7.42	7.53	7.67	7.83	8.04
	1987	7.49	7.63	7.75	7.87	8.02	8.18	8.40

Central Sterile Supply (Continued)

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	YEAR	BEG	6 Mo	12 Mo	18 Mo	24 Mo	36 Mo	48 Mo	
C.S.S. Aide	1985	6.71	6.83	6.94	7.06	7.18	7.34	7.54	
	1986	7.01	7.14	7.25	7.38	7.50	7.67	7.88	
	1987	7.33	7.46	7.58	7.71	7.84	8.02	8.23	
Dietary									
*Sr. Assistant Chef	1985	9.19	9.30	9.42	9.53	9.66	9.80	9.99	
	*Baker	1986	9.60	9.72	9.84	9.96	10.09	10.24	10.44
		1987	10.03	10.16	10.28	10.41	10.54	10.70	10.91
*Asst. Baker	1985	8.22	8.30	8.44	8.54	8.66	8.81	9.01	
	1986	8.59	8.67	8.82	8.92	9.05	9.21	9.42	
	1987	8.98	9.06	9.22	9.32	9.46	9.62	9.84	
*Cook	1985	8.02	8.11	8.25	8.34	8.48	8.61	8.82	
	1986	8.38	8.47	8.62	8.72	8.86	9.00	9.22	
	1987	8.76	8.85	9.01	9.11	9.26	9.41	9.63	
*Cook's Helper	1985	7.39	7.51	7.61	7.73	7.86	7.99	8.20	
	1986	7.72	7.85	7.95	8.08	8.21	8.35	8.57	
	1987	8.07	8.20	8.31	8.44	8.58	8.73	8.96	
*Dietary Clerk	1985	7.17	7.28	7.40	7.52	7.63	7.79	7.99	
	1986	7.49	7.61	7.73	7.86	7.97	8.14	8.35	
	1987	7.83	7.95	8.08	8.21	8.33	8.51	8.73	

Dietary (Continued)

	YEAR	BEG	6 Mo	12 Mo	18 Mo	24 Mo	36 Mo	48 Mo	
Dishwashing Group Leader	1985	6.82	6.94	7.05	7.17	7.28	7.44	7.63	
	1986	7.13	7.25	7.37	7.49	7.61	7.77	7.97	
	1987	7.45	7.58	7.70	7.83	7.95	8.12	8.33	
Porter	1985	6.71	6.83	6.94	7.06	7.18	7.34	7.54	
	Potwasher	1986	7.01	7.14	7.25	7.38	7.50	7.67	7.88
		1987	7.33	7.46	7.58	7.71	7.84	8.02	8.23
Coffee Shop Aide	1985	6.62	6.74	6.84	6.98	7.09	7.23	7.43	
Coffee Shop Dishwasher	1986	6.92	7.04	7.15	7.29	7.41	7.56	7.76	
Aides: Cafeteria, Conveyor, Dishroom, Production, Salad, Special Diet, Tray, Vegetable, Dietary	1987	7.23	7.36	7.47	7.62	7.74	7.90	8.11	
E.E.G.									
*EEG Technician	1985	7.88	8.02	8.11	8.25	8.34	8.50	8.70	
	1986	8.23	8.38	8.47	8.62	8.72	8.88	9.09	
	1987	8.60	8.76	8.85	9.01	9.11	9.28	9.50	
Environmental Services									
Environmental Specialist II	1985	6.95	7.06	7.20	7.31	7.42	7.56	7.77	
	1986	7.26	7.38	7.52	7.64	7.75	7.90	8.12	
	1987	7.59	7.71	7.86	7.98	8.10	8.26	8.49	

Environmental Services (Continued)

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	YEAR	BEG	6 Mo	12 Mo	18 Mo	24 Mo	36 Mo	48 Mo
Environmental Specialist I	1985	6.71	6.83	6.94	7.06	7.18	7.34	7.54
	1986	7.01	7.14	7.25	7.38	7.50	7.67	7.88
	1987	7.33	7.46	7.58	7.71	7.84	8.02	8.23
Laboratory								
Technical Assistant	1985	7.88	8.02	8.11	8.25	8.34	8.50	8.70
	1986	8.23	8.38	8.47	8.62	8.72	8.88	9.09
	1987	8.60	8.76	8.85	9.01	9.11	9.28	9.50
Laboratory Aide	1985	7.17	7.28	7.40	7.52	7.63	7.79	7.99
	1986	7.49	7.61	7.73	7.86	7.97	8.14	8.35
	1987	7.83	7.95	8.08	8.21	8.33	8.51	8.73
Diener	1985	6.88	7.02	7.12	7.24	7.36	7.51	7.71
	1986	7.19	7.34	7.44	7.57	7.69	7.85	8.06
	1987	7.51	7.67	7.77	7.91	8.04	8.20	8.42
Dishwasher	1985	6.62	6.74	6.84	6.98	7.09	7.23	7.43
	1986	6.92	7.04	7.15	7.29	7.41	7.56	7.76
	1987	7.23	7.36	7.47	7.62	7.74	7.90	8.11
Linen Service								
*Washman	1985	7.29	7.42	7.54	7.65	7.77	7.91	8.11
	1986	7.62	7.75	7.88	7.99	8.12	8.27	8.47
	1987	7.96	8.10	8.23	8.35	8.49	8.64	8.85

Linen Service (Continued)

	YEAR	BEG	6 Mo	12 Mo	18 Mo	24 Mo	36 Mo	48 Mo
Assistant Washman	1985	6.82	6.94	7.05	7.17	7.28	7.44	7.63
	1986	7.13	7.25	7.37	7.49	7.61	7.77	7.97
	1987	7.45	7.58	7.70	7.83	7.95	8.12	8.33
*Crewleader	1985	6.71	6.83	6.94	7.06	7.18	7.34	7.54
Seamstress	1986	7.01	7.14	7.25	7.38	7.50	7.67	7.88
Porter-Sorter	1987	7.33	7.46	7.58	7.71	7.84	8.02	8.23
Press Operator	1985	6.62	6.74	6.84	6.98	7.09	7.23	7.43
Utility Worker	1986	6.92	7.04	7.15	7.29	7.41	7.56	7.76
Laundry Helper	1987	7.23	7.36	7.47	7.62	7.74	7.90	8.11
Nursing								
*Psychiatric Assistant	1985	7.17	7.28	7.40	7.52	7.63	7.79	7.99
Ward Secretary	1986	7.49	7.61	7.73	7.86	7.97	8.14	8.35
	1987	7.83	7.95	8.08	8.21	8.33	8.51	8.73
Nursing Assistant	1985	6.71	6.83	6.94	7.06	7.18	7.34	7.54
Transportation Aide	1986	7.01	7.14	7.25	7.38	7.50	7.67	7.88
	1987	7.33	7.46	7.58	7.71	7.84	8.02	8.23
Purchasing								
*Receiving Clerk	1985	8.67	8.80	8.91	9.03	9.15	9.28	9.50
	1986	9.06	9.20	9.31	9.44	9.56	9.70	9.93
	1987	9.47	9.61	9.73	9.86	9.99	10.14	10.38

Purchasing (Continued)

	YEAR	BEG	6 Mo	12 Mo	18 Mo	24 Mo	36 Mo	48 Mo
*Printer	1985	8.53	8.63	8.77	8.87	8.99	9.14	9.34
	1986	8.91	9.02	9.16	9.27	9.39	9.55	9.76
	1987	9.31	9.43	9.57	9.69	9.81	9.98	10.20
Distribution Clerk	1985	8.02	8.11	8.25	8.34	8.48	8.61	8.82
	1986	8.38	8.47	8.62	8.72	8.86	9.00	9.22
	1987	8.76	8.85	9.01	9.11	9.26	9.41	9.63
Tube Room Operator	1985	7.34	7.45	7.58	7.72	7.84	8.05	8.32
	1986	7.67	7.79	7.92	8.07	8.19	8.41	8.69
	1987	8.02	8.14	8.28	8.43	8.56	8.79	9.08
Driver	1985	7.29	7.42	7.54	7.65	7.77	7.91	8.11
	1986	7.62	7.75	7.88	7.99	8.12	8.27	8.47
	1987	7.96	8.10	8.23	8.35	8.49	8.64	8.85

II. FOR PERMANENT PART-TIME EMPLOYEES

Section 1. The hiring rates for permanent part-time employees shall be the same as those for permanent full-time employees which are specified in Part I of this Schedule.

Section 2. Permanent part-time employees shall be entitled to increases based upon their length of service as measured by the number of hours actually worked. For this purpose, 1000 hours actually worked shall be considered to be the equivalent of 6 months of service. After a permanent part-time employee has actually worked 1000 hours, he shall be paid at the 6 months rate specified in Part I of this Schedule; after 2000 hours, at the 12 month rate; after 3000 hours, at the 18 month rate; after 4000 hours, at the 24 month rate; after 6000 hours, at the 36 month rate; after 8000 hours, at the 48 month rate.

Section 3. (a) If the status of an employee is changed from that of permanent full-time to permanent part-time in the same job classification after he has worked 6 months or longer in permanent full-time status, he will start in permanent part-time status at no less than his current rate. His rate progression thereafter will be based upon his hours actually worked in permanent part-time status, and each 1000 hours so worked will entitle him to advance to the next succeeding 6 month wage rate, and each 2000 hours so worked after he has attained his 24 months of service wage rate will entitle him to advance to the next succeeding 12 month service wage rate.

(b) If the status of an employee is changed from that of permanent part-time to permanent full-time in the same job classification, he will be credited with all of his hours worked in permanent part-time status by converting them into their 6 month equivalent, and he will start in permanent full-time status at the resulting applicable rate. His rate progression thereafter will be determined in the same manner as that of any other permanent full-time employee.

Section 4. Skilled trade employees in the Maintenance Department who are licensed for their particular trade shall be paid a premium of twenty-five cents (25¢) per hour above their regular rate specified in Part I of this Schedule.

III. FOR TEMPORARY EMPLOYEES

Section 1. All temporary employees shall be paid at the hiring rate for the duration of their temporary employment.

Section 2. If the status of an employee is changed from that of temporary to that of permanent in the same job classification before the termination of his temporary employment, his employment shall be deemed to have commenced on his date of hire and he will be credited with all of his time worked, in accordance with the applicable preceding parts of this Schedule, and he will start in permanent status at the resulting applicable rate. His rate progression thereafter will be determined in the same manner as that of any other permanent employee in like status.

IV. FOR CERTAIN REHIRES

Section 1. If the employment of a permanent employee is terminated after he has worked at least 12 consecutive months in permanent status, and he is then rehired by the Hospital, pursuant to an application filed with the Hospital within 6 months after such termination, to the same job classification and same status as he left, he shall be paid upon his rehire the then current rate applicable to such job classification and status. If upon such rehire his status is changed from permanent full-time to permanent part-time, or vice versa, he shall be credited with time worked during such prior employment and his rate shall be determined in the manner provided in Section 3 of Part II of this Schedule.

Section 2. In all respects except as provided in Section 1 of this Part IV, if applicable, with respect to his wage rate, an employee rehired after termination of his prior employment shall be considered and treated as a new hire.

V. PROMOTIONS

Section 1. When an employee is promoted, he will be paid the rate for his new job classification which is at least 10¢ higher than his existing hourly rate, and thereafter his rate progression shall be as provided in the applicable part of this Schedule.

MEMORANDUM OF UNDERSTANDING ON MISCELLANEOUS MATTERS

(1) Whenever it becomes necessary to assign housekeepers to clean residences owned by the Hospital, we will attempt to use on-call employees for this work. If there are not enough on-call housekeepers available who are physically capable of performing the work, then the least senior housekeepers will be assigned.

(2) Supervisory employees shall not perform work of bargaining unit employees except in the following circumstances:

(a) for purposes of instruction or training;

- (b) experimental work;
- (c) in emergencies when no bargaining unit employee who is qualified to do the work is available in sufficient time to deal with the emergency;
- (d) to assist bargaining unit employees when difficulties are encountered on the job;
- (e) in cases of excessive absenteeism when no other provision can be made;
- (f) to the extent of duties which are common to both the supervisor's and bargaining unit employee's jobs.

(3) Maintenance Department employees will not be required to provide any tools or equipment necessary to perform jobs.

(4) The Hospital shall provide cold weather jackets, rain gear and galoshes, as needed, for those employees who are regularly required to work out of doors in inclement weather. The Hospital shall also provide shop coats for Purchasing Department employees who are required to work in the loading dock area. The Hospital shall also provide two coats at the information desk and also in the emergency room area, for use by employees required to go outside when discharging patients. All of such items shall be kept on Hospital premises.

(5) The Hospital will give consideration to requests by Maintenance Department employees who regularly work six or seven days a week, for time off on weekends on an individual basis; provided this does not adversely affect the operation of the department.

(6) The occasional male patient that requires his face shaved is generally defined as being in intensive care, in coronary care or suffering from a totally disabled condition (typically defined as the senile patient). With respect to shaving a patient's face as defined;

(a) The nurse assistants will shave the patient when a relative is unavailable or declines.

(b) The nurse assistants upon request will receive required instruction for this activity.

(c) New nurse assistants are receiving instruction during orientation.

(d) Patient units will be provided with electric razors for this purpose when the patient's own electric razor is unavailable.

(e) When staffing shortages occur this activity will be assessed in light of other activities required of nurse assistants.

(7) The Hospital has agreed to continue the existing weekend, holiday, and on-call arrangements for the diener, except that if the provision of the new agreement relative to call-in pay results in higher compensation for him, that provision will govern. Except as set forth above, employees required to hold themselves available for possible call-in work outside of their regular scheduled working hours will receive their full hourly rate for all time worked during the on-call period and one-fourth of the hourly rate for the remaining hours in the on-call period.

(8) The Hospital has agreed that, whenever practicable, it will employ "float" employees in the Dietary, Linen, Environmental Services or Nursing Departments, under the following terms and conditions:

- (1) "Float" employees shall be employed to fill assignments of other employees who are absent.
- (2) Temporary or on-call employees who have served 500 hours or more shall be granted priority in filling available "float" positions in such order as the Hospital shall determine. Upon being hired as a "float" employee, they shall be deemed to have completed the probationary period.
- (3) A "float" employee will be scheduled to work just as any other regular bargaining unit employee, but must be willing to work at any work station and in any job classification for which qualified.
- (4) The Hospital will use its best efforts to equalize short-staffing among work stations to the extent consistent with proper patient care.

Initially, it is the Hospital's intention to employ four "float" employees in the Dietary Department, two in Environmental Services, and three in Linen. However, it is recognized that these numbers may vary due to particular needs of any given department from time to time.

(9) At such time as the outpatient surgery reception area is moved into the new facility presently under construction, the Hospital will not utilize volunteers there to perform bargaining unit work.

(10) The Hospital shall provide fans when required in the Dietary and Linen Departments due to unusual heat conditions.

(11) The Hospital may implement a program for annual performance evaluation of each employee. Each evaluation will be reviewed with the employee, and the employee will be given a copy. The employee shall have the right to grieve the evaluation

subject to the time limits specified in the grievance procedure. This provision shall not be abused.

(12) Afternoon shift stewards shall be given time off, without pay, to attend the monthly local Union meetings.

(13) The Hospital shall establish a call-in log procedure for each department which will provide for an indentifying number to be given to the employee calling in, in order to eliminate disputes as to whether the employee called in to report absence or tardiness.

(14) The Hospital shall post accumulated overtime hours in the Maintenance, Purchasing and Linen Departments.

(15) In case of absence due to illness or injury for three (3) or more days, the Hospital will require satisfactory evidence of such illness or injury, such as written verification from the attending or treating physician. In addition, such evidence may be required in cases of repeated abuse, such as an employee who has begun to demonstrate a pattern of missing scheduled weekend days, scheduled holidays, scheduled workdays adjacent to scheduled days off, or any other pattern of habitual or excessive absenteeism.

(16) Before the Hospital sub-contracts maintenance work of the sort normally done by bargaining unit employees, it will provide advance notification to the Union.

(17) Agency employees will only be used to replace absent bargaining unit employees and to supplement bargaining unit employees where necessary to provide adequate weekend staffing, due to lack of Union employees willing to work.

(18) The Hospital will obtain support from Dietary to pass trays and Housekeeping to make beds whenever the admitted census in the emergency room is 14 patients or more. Whenever it is possible and reasonable, the staff assigned to the admitted patients will not be asked to cover the emergency room patients. The nursing administration will assess the workload in the emergency room as it compares to the needs of the Hospital and assign float or on-call personnel when possible when the admitted census is 14 or more.

(19) When job duties of a classification are changed as the result of new technology, incumbent employees will be provided training to perform the new or changed duties. If, after such training, an incumbent employee is unable to perform the job, as changed, the Hospital and the Union will deal with placement of the employee in a special conference.

(20) Based on the changes in the 1982 agreement, Management and Union agree that four individual employees that have seniority prior to January 1, 1982, in the Laborer classification, within the Maintenance Department, be allowed first priority in filling vacant Utility man positions. This will be done without precedence and on a one-time only basis.

(21) Whenever it becomes necessary to reassign an employee in the classification of laundry helper from one operation to another within that classification to fill a vacancy caused by absenteeism, the following procedure will be followed:

1. Assignment will first be given to float personnel.
2. Assignment will be given to on-call personnel.
3. Assignment will be given to the laundry employee with the least seniority and who is qualified to perform the task and is assigned to a work area where reduced staffing will not interfere with the work flow of that area.

(22) The Hospital has agreed to review with the unit requests for changes in the methods of scheduling in order to fulfill operating requirements, while at the same time insofar as is possible, complying with departmental employee preferences for emphasizing certain practices identified in Section 2(b) of Article X. One objective of such a review will be to develop and implement schedules for 50% of weekends off where staffing consists of an adequate number of full-time and part-time employees to permit such a schedule.

OAKWOOD HOSPITAL EMPLOYEES LOCAL 2568, Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO.

By James Glass
President

By Committeemen:
Frank Veresh
Helen Sikora
Margaret Keating
Ronald Slote
Judith Slote

By Sharlene M. Myers
President

By Viri Williams
Staff Representative

OAKWOOD HOSPITAL CORPORATION

By W.J. Roberts

Secretary

By Dante M. Rotondo

Assistant Vice President, Human Resources

During our recently completed contract negotiations, the Hospital proposed to combine the classifications of boiler engineer, relief engineer and operating engineer. We were not able to complete discussions of the details of such combination; therefore, the Union and the Hospital will continue to negotiate the conditions of the combination of these two classifications with a view toward implementing the same at the time the Hospital's new power plant is completed.

Dante M. Rotondo

August 21, 1985

Stanley M. Myers
August 21, 1985.

LAW OFFICES
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG

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400 RENAISSANCE CENTER
DETROIT, MICHIGAN 48248

TELEPHONE (313) 568-8884

TELEX: 23-0181 CABLE: DYKE-DETROIT

DIRECT DIAL NUMBER
(313) 568-8833

PAUL H. TOWNSEND, JR.

August 12, 1985

Mr. Ronald Slote, President
AFSCME, Local 2568

Dear Mr. Slote:

This letter will confirm the statement which I made
in the recently completed negotiations.

In the event that Oakwood Hospital Corporation were
merged with another corporation, the existing collective
bargaining agreement would continue in effect and would bind
the surviving corporation, as requested by NCLA, Section
450.1722.

Very truly yours,

DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG,

Paul H. Townsend, Jr.
Paul H. Townsend, Jr.

PHT/dh

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140 WILSON TERRACE
BOSTON, MASSACHUSETTS
(617) 552-0800

500 N. WASHINGTON AVENUE
CHICAGO, ILLINOIS 60610
(312) 540-0700

ONE JACKSON SQUARE
JACKSON, MISSISSIPPI
(601) 787-2800

600 NICHOLS NATIONAL CENTER
LANSING, MICHIGAN
(313) 487-8000

1600 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 462-7000

1985 Calendar

JANUARY

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1986 Calendar

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1987 Calendar

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