

Highland Park

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June 1, 1976

# AGREEMENT

Between

**HIGHLAND PARK GENERAL  
HOSPITAL**

369 Glendale  
Highland Park, Michigan 48203

and

**LOCAL UNION NO. 339**

of

**District Council No. 77 of the  
American Federation of State, County and  
Municipal Employees, AFL-CIO**

16861 Wyoming  
Detroit, Michigan 48221



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## AGREEMENT

This Agreement entered into this 1st day of June, 1973 between the Employer, Highland Park General Hospital, a department of the City of Highland Park, and Local Union No. 339, Michigan District Council No. 377 of the American Federation of State, County and Municipal Employees, AFL-CIO.

**PURPOSE AND INTENT:** The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representative at all levels and among all employees.

The Employer and the Union subscribe to the code of Fair Employment Practice as follows: No person shall be denied employment or discriminated against in any manner whatsoever as to employment and/or other conditions of employment because of religion, race, color, sex, or national origin.

### 1. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, amended Act 379 recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms of this Agreement of all employees of the Employer included in the bargaining unit described in Exhibit I, attached.

### 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Consistent with express terms of this Agreement:

A. The Union recognizes the prerogatives of the Hospital to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority as set forth in the Charter and the Home Rule Act.

B. The Hospital has the right to schedule overtime

work as required in a manner most advantageous to the Hospital and consistent with requirements of municipal employment and the public interest. Such overtime shall not be scheduled so as to reduce the work force.

C. The Hospital reserves the right to discipline and discharge for just cause. The Hospital reserves the right to layoff for lack of work or funds; or the occurrence of condition beyond the control of the Hospital; or where such continuation of work would be wasteful and unproductive; provided such actions do not conflict with the terms of this Agreement. The Hospital shall have the right to determine reasonable schedules of work and to establish the method and processes by which such work is performed, provided, they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of these provisions.

D. Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplementary agreements that may hereafter be made, all of the rights, power, and authority the Hospital had prior to the signing of this Agreement are retained by the Hospital and remain exclusively and without limitations within the rights of the Hospital.

E. The Union and the Hospital recognize that proper care of the patient is and will continue to be the first and primary concern of a Hospital Employee. Further, the Union agrees that the wants and needs of the Hospital, as it relates to patient care and efficiency and the needs of the patients, will be provided for when they become known. No need of the Hospital will be ignored or neglected because an employee of the proper classification or jurisdiction is not present or has failed to perform their duty.

Under these circumstances, the needs of the Hospital will be first; and if there is any complaint that Hospital management has acted unjustly, a written report or grievance will be filed.

### 3. AID TO OTHER UNIONS

The Hospital will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for any person covered by this Agreement or make any agreements with any such group or organization for the purpose of undermining the Union.

### 4. UNION SECURITY

Requirement of Union membership, to the extent that the law of the State of Michigan permits, it is agreed that:

(a) All employees employed in the Bargaining Unit or who become employees in the Bargaining Unit who are not already members of the Union, shall within thirty (30) days of the effective date of this provision, or within thirty (30) days of the date of their hire by the Hospital, whichever is later, become members or, in the alternative, shall within thirty (30) days of their date of hire by the Hospital, whichever is later, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Hospital who are members.

(b) An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article as long as the employee is not more than thirty (30) days in arrears of payment of such dues (or fees).

(c) The Employer shall be notified, in writing, by the Union of any employee who is thirty (30) days in arrears in payment of membership dues (or fees).

(d) If any provisions of this Article are invalid under Federal or State law, said provisions shall be modified to comply with the requirements of said Federal or State law.

(e) The Union agrees that in the event of litigation against the City, its agents or employees arising out of this provision, the Union will defend and indemnify and hold harmless the City, its agents or employees for any monetary award arising out of such litigation.

### 5. UNION DUES AND CHECK-OFF

(a) The Employer will deduct from the pay of each Employee covered by this Agreement all current Union membership dues and initiation fees, if any, provided that at the time of such deduction, there is in the possession of the Employer a written assignment, executed by the Employee in the form and according to the terms of a Legal Authorization form.

(b) Check-off deduction under all properly executed Authorization for Check-off of dues forms shall become effective at the time the application is signed by the Employee affected and shall be deducted from his pay on or about the third pay period of the month immediately following the executed authorization and each month thereafter. Authorization forms for check-off of dues, furnished by the Union, will be completed by the Employee at the time of hire as part of the regular pre-employment procedure, copies of the authorization forms will be furnished to the Union, Hospital Payroll Department, and a copy maintained in the Employee's Personnel file.

(c) Total deductions for any calendar month shall be remitted to the certified financial officer of the Local Union with a monthly record of additions for whom deductions have been made, together with the amounts of such deductions. The record shall also include all deletions. The Employer will provide the Union with status changes on employees covered by this Agreement.

#### **6. UNION REPRESENTATION**

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force of the Bargaining Unit is a sound and sensible basis for determining proper representation.

#### **7. STEWARDS AND ALTERNATE STEWARDS**

(a) In each major group classification, the employees shall be represented by one steward on each shift who shall be a regular employee working in the group classification and assigned to that shift. An alternate steward may be designated to act in the absence of the regular steward on the shift.

(b) The following major group classifications are recognized:

Housekeeping: Maids and Janitors  
Dietary: Food Service personnel  
Nursing: Aides, Orderlies, Ward Clerks, and  
Operating Room Technician  
Laundry: Laundry personnel  
Office: Office personnel  
General: Maintenance, Inhalation Therapy,  
Medical Technician I, Switchboard Operator,  
Receptionist, and all others

(c) Departmental stewards may investigate and present

grievances to the Employer during working hours without loss of time or pay.

(d) Management will, at the request of the Employee, contact a steward in the event that the department steward is not present in the area (department) to represent the Employee for Union purposes.

(e) The Union will provide Management with the names of each steward and shift worked.

#### **8. SPECIAL CONFERENCE**

(a) Special conference for important matters, including problems of health and safety will be arranged between the local Union President and the Hospital Manager of Employee Relations or his designated representative upon the request of either party. Such meeting shall be between no more than five (5) and at least two (2) representatives for each party.

(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 held within seven (7) working days after the 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 nor pay for time spent in such special conferences. This meeting may be attended by representatives of District Council 77.

(d) The Union representatives may meet at a place designated by the department on the Employer's property for not more than one-half (½) hour immediately preceding a meeting with the representatives of the department for which a written request has been made.

(e) Within ten (10) calendar days of the date of the special conference, the Employer will submit to the Union a written position statement on the matters taken up in special conference.

#### **9. GRIEVANCE PROCEDURE**

Should difference arise between the Hospital and the Union during the term of this Agreement as to the interpretation and application of the provision of this Agreement, an earnest effort shall be made to resolve such

differences promptly and the following procedure shall be adhered to:

**Step 1 (A)**

a. An Employee who believes he has been unjustly dealt with or that any provision of this Agreement has not been properly applied or interpreted, may discuss his complaint with his supervisor, with or without his steward — all parties shall discuss the complaint in a friendly and business-like manner and will make every effort to reach a satisfactory settlement at this point. The Employee shall have the right to discuss the complaint with his steward or chief steward before any discussion with the Supervisor. The Supervisor shall make arrangements for the Employee to be off the job to discuss the complaint with the steward or chief steward.

b. In cases where the steward or chief steward is involved, the steward or chief steward shall be allowed time off the job without loss of time or pay to investigate and process grievances that may arise under this Agreement. This provision shall not be abused. An aggrieved employee desiring the services of the steward or chief steward shall request permission from his Supervisor, and permission shall be granted.

**Step 1 (B)**

If the matter is not satisfactorily settled, a grievance may be submitted in written form by the Chief Steward to the Supervisor or designated representative. The written grievance shall set forth the nature of the grievance and disposition requested, the date of the matter complained of, identify the employee or employees involved by name, so far as diligent effort will allow, and the provisions of this Agreement that the Union claims the Hospital has violated, if any. The Supervisor or designated representative's answer shall set forth the facts he took into account in answering the grievance. His written answer shall be presented to the chief steward of the district within two (2) working days.

**Step 2**

a. If the Supervisor or designated representative's answer is not acceptable, the chief steward will refer the grievance to the Union Grievance Committee who may submit an appeal (on an agenda listing those grievances or other items to be discussed) to the Division Manager or his designated representative.

b. A meeting between the Union Grievance Committee (3) and no more than three (3) representatives of the

Hospital, shall take place within five (5) working days from the date the grievance is received by the Division Manager or his designated representative.

c. The Union Grievance Committee may meet at a place designated by the Hospital on the Hospital's property for not more than one-half (1/2) hour immediately preceding a meeting with the representatives of the Hospital at Step 2 of the grievance procedure without loss of time or pay.

d. The Division Manager shall have three (3) working days from the date of the meeting to answer the grievance in writing and submit his answer to the Grievance Committee.

**Step 3**

a. If the Division Manager or his designated representative's answer is not acceptable to the Union, the Grievance Committee may appeal the grievance to the Manager of Employee Relations or his designated representative, and a meeting will be arranged within seven (7) working days from the date the appeal is received between the Grievance Committee and the Manager, Employee Relations or his designated representative to discuss the grievances listed on the agenda presented by the Union. Besides the above, representatives of Council 77 may attend, and in cases of suspension or discharge, the grievant.

b. The Manager, Employee Relations or his designated representative will answer the grievances in writing to the designated Grievance Committee member and Council 77 when in attendance within five (5) working days from the date of the meeting at which the grievances were discussed.

c. The Grievance Committee may meet at a place designated by the Hospital on the Hospital property for not more than one-half (1/2) hour immediately preceding a meeting at Step 3 of the Grievance Procedure.

**Step 4 — ARBITRATION**

If the grievance is not settled at Step 3, it may be referred to arbitration (Step 4) by Council 77 within thirty (30) working days from the date of receipt of the Hospital's answer at Step 3. All grievances not referred to Step 4, Arbitration, within the prescribed time limits shall be considered settled based on the Hospital's last answer.

**STIPULATIONS TO THE GRIEVANCE PROCEDURE**

A. All grievance settlements shall be in accordance with the terms and spirit of this Agreement.

B. Any grievance under this Agreement which is not filed in writing within five (5) working days after the grievance arises shall not be considered a grievance.

C. "Working days" as used in the Grievance Procedure, shall include Monday through Friday and exclude Saturdays, Sundays and holidays.

D. The Union may withdraw a grievance without prejudice at any step of the Grievance Procedure.

E. Any grievance not appealed in writing from a decision at Step 1 (B) to Step 2 or from a decision at Step 2 to Step 3 within seven (7) working days or from a decision at Step 3 to Step 4 within thirty (30) days shall be considered settled on the basis of the last answer.

If any answer is not forthcoming from a Supervisor or Department Head within the prescribed time limits, the Union may proceed to the next step.

F. The time elements may be shortened or extended or steps may be eliminated by mutual agreement.

G. The Union representative in each step of the grievance procedure will be allowed time off the job without loss of time or pay to investigate and process grievances in accordance with the procedure outlined above. The privilege of the Union Representatives to leave their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Any alleged abuse by either party will be a proper subject for the grievance procedure.

H. If the Union requests information regarding a grievance from an aggrieved employee's personnel file, such information will be made available to the Union. However, if such information is of such a nature that its release could be damaging to the employee and suit for damages could be brought against the City therefore, the Employer may request that the Union present written authorization from the Employee to release such information.

It is agreed that any information requested in accordance with the above provision which is not made available to the Union shall not be admissible in any grievance or arbitration hearing.

#### 10. ARBITRATION

Any unresolved grievances which relates to the interpretation, application or enforcement of any specific

Article and Section of this Agreement or any written supplementary Agreement and which has been fully processed through the last step of the grievance procedure, may be submitted to Arbitration in strict accordance with the following:

A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association.

B. The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement, and he shall be without power and authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.

2. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercise his right under Section 6 of Act 336 as amended by Act 379 of the Public Acts of 1965, or the discipline or discharge of employees who have appealed to the Civil Service Commission or the Mayor pursuant to provisions of the City Charter, or applicable State Law.

3. Granting any wage increases or decreases.

4. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

C. The Arbitrator shall be without authority to require the Hospital to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State Law or City Charter the Hospital cannot delegate, alienate or relinquish.

D. No settlement at any state of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.

E. All claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his removal from the Hospital payroll.

F. The decision of the arbitrator in a case shall not require retroactive wage adjustment in another case except by express agreement of the parties.

G. There shall be no appeal from the arbitrator's decision if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the Hospital, the Employee or Employees and on the Union.

H. In the event a case is appealed to an arbitrator and finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

I. The expense of the arbitrator shall be shared equally by the parties. The aggrieved and his local representative shall not lose pay for time off the job while attending the arbitration proceedings. Arbitration, wherever possible, shall be conducted on the location where the grievance originated.

J. Except as provided herein by letter or agreement between the parties, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and any supplemental agreements which are or may become part of this Agreement and which are not excluded from arbitration.

#### **11. PAYMENT OF BACK PAY CLAIM**

If the Employer fails to give an employee work to which his seniority entitles him, the Employee and the Union shall notify the Employer within three (3) working days, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

#### **12. COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his regular rate less any amount of money received for employment or governmental unemployment payment subsequent to his removal from the payroll.

#### **13. DISCHARGE OR SUSPENSION**

A. Notice of discharge or suspension: The Employer agrees, upon the discharge or suspension of an Employee to promptly notify, in writing, the appropriate steward, Local Union President or his designated representative and the Employee.

B. The disciplined Employee will be allowed to discuss his discipline with the steward or representative of the Union and the Employer will make available an area where he may do so. The Employer or his designated representative will discuss the discipline with the Employee and the steward and Union representative. Employees on the afternoon and midnight shifts who appear to be subject to disciplinary action resulting in suspension or discharge will be suspended for the balance of their shift, pending an investigation of the facts by the Department Head and/or the Hospital Manager of Employee Relations the following day. The Employee shall remain suspended until completion of said investigation. If the investigation upholds the suspension (subject to the Grievance Procedure), the time off shall count toward the suspension. If the investigation reveals the suspension unwarranted, the Employee shall suffer no loss of time or pay.

C. Appeal of Discharge or Suspension: Should the Union consider the discharge or suspension to be improper, the Local Union President shall submit a written grievance to the Department Head within five (5) working days of the discharge or suspension. The grievance shall be processed in accordance with Step 3 of the Grievance Procedure.

D. Use of Past Record: In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than twelve (12) months previously.

#### **14. PROBATIONARY EMPLOYEES**

The Union shall represent the probationary employee before the first ninety (90) days of the probationary period only for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

#### **15. PART-TIME EMPLOYEES**

A. Part-time employees shall be credited for all regular hours worked and shall receive all rights and benefits in direct proportion to such hours worked.



B. A part-time employee shall, unless he otherwise elects, be appointed to regular full-time position for which he has been certified as soon as such a position becomes available. Seniority shall govern the order of appointment from part-time to full-time employment.

C. A part-time employee declining to accept appointment to a full-time position shall have his name placed at the bottom of the list in the order of appointment as it exists on the day such appointment is declined.

D. Any part-time employee working a schedule of more than 32 regular hours per week in a four (4) consecutive month period, shall be classed and scheduled as full-time employee, provided that in so doing, the total number of full-time employees does not exceed budgetary allowances for full-time employees.

#### 16. SENIORITY

A. Seniority is hereby defined as the length of continuous service after initial date of legal certification or is seasonal, or after date of induction into the classified service as provided by law.

This definition of seniority shall not be deemed as restricting or limiting the establishment of the definitions of seniority for administrative purposes or personnel processes other than layoffs and re-employment, as provided for in Supplemental Agreements between departmental management and their Local Unions.

B. Probationary Employees: New employees hired in the unit shall be considered permanent employees 90 days after date of hire. When an employee finishes the probationary period, he shall be entered on the Seniority List of the unit from date of appointment.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

C. Officers, stewards or designated representatives who are involved in the Grievance Procedure, shall be retained in their respective shifts and, respective location in work in their classification.

In the event the classification is eliminated in the said work location and shift and a dispute arises as to where the officers, steward or designated representative shall be assigned, the dispute will be resolved in accordance with the Special Conference language of this Agreement.

D. Seniority Lists: The Seniority List will be furnished the Union by January 1 of each year during the term of this Agreement. It will show the name, classification and seniority date of all employees of the unit.

The Employer will provide the Local Union President with information that is necessary to keep the Seniority List up to date.

E. Loss of Seniority: An Employee shall lose his seniority and be terminated for the following reasons only:

1. He resigns.

2. He is discharged or permanently removed from the payroll and the separation is not reversed through the Grievance Procedure.

3. If he does not return to work when recalled from layoff as set forth in the recall procedure, provided that a laid-off Employee shall not continue to accumulate seniority after three (3) years.

4. He retires on regular service retirement.

5. If he does not return at the expiration of a Leave of Absence.

6. He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made at the Employer's discretion. After such absence, the Employer will send written notification to the Employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.

7. If he does not return to work when recalled from layoff as set forth in the recall procedure, he will be terminated. In proper cases, exceptions shall be made at the Employer's discretion.

#### 17. SHIFT PREFERENCE

Shift preference will be granted for all new or vacant permanent positions on the basis of seniority within the classification. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which the written request was made.

#### 18. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards shall in the event of a layoff of any type be continued at work as long as there is a job in their division which they can perform and shall be recalled to

work in the event of a layoff on the first open job in their division which they can perform. \*See attached agreement as to further Seniority Rights of Chief Steward. (18-A)

#### 19. SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary, Recording Secretary and Chief Steward of the Local Union shall, in the event of a layoff only, be continued at work at all times provided they can perform any of the work available in the Hospital.

#### 20. SUPPLEMENTAL AGREEMENTS

The Parties agree that Supplemental Agreements involving matters not covered herein shall be a subject for negotiations. When such matters are mutually agreed to by the Parties, they shall be attached hereto and made a part of this entire Agreement.

#### 21. LAYOFF DEFINED

A. The word "Layoff" means a reduction in the working force due to a decrease of work.

B. If it becomes necessary for a layoff, the following procedure will be mandatory! Probationary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in Section 18.

C. Employees to be laid off for an indefinite period of time will have at least ten (10) calendar days notice of layoff. The Local Union Secretary and Council shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

D. When operations are discontinued, employees affected will be given available work in the following order:

- a. Open jobs within their classifications according to their seniority.
- b. Other open jobs.
- c. Jobs of temporary and probationary employees, in accordance with the lay-off provision of this Agreement.
- d. Jobs of lesser seniority employees in accordance with the lay-off provision of this Agreement.

#### 22. RECALL PROCEDURE

When the working force is increased after a layoff,

employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report his availability for work within five (5) days and fails to report to work within (10) days from the date of mailing of notice of recall, he shall be considered as having resigned. Proper exceptions may be made by the Employer.

#### 23. TRANSFERS

A. Transfer of Employees: If an employee is transferred to a position under the Employer not included in the unit and is subsequently transferred back again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances will retain all rights accrued for the purposes of any benefits provided for in this Agreement.

B. If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification.

C. Other transfers: The Hospital agrees that in any movements of work such as automation, etc., not covered by this Agreement, the Hospital will discuss the movements with the District Council and the Local Union in order to protect the seniority and equity of the employees involved.

D. In the event of a vacancy or a newly created position in the Bargaining Unit and Classifications, employees shall be given the opportunity to transfer on the basis of their rank on Civil Services eligibility list. In such cases, all vacancies and newly created positions shall be posted on all bulletin boards in the Hospital at least seven (7) calendar days prior to filling such vacancy or newly created position.

#### 24. CONTRACTUAL WORK

A. The Hospital is genuinely interested in maintaining maximum employment for all seniority employees covered by this Agreement, consistent with the needs of the Hospital. Therefore, in making these determinations, the Hospital intends always to keep the interest of the Hospital's employees in mind.

B. The right of contracting or sub-contracting is vested in the Hospital. The right to contract or sub-contract shall not be used for the purpose or intention of under-

mining the Union, nor to discriminate against any of its members nor shall any seniority employee be laid off or demoted or caused to suffer a reduction in overtime work as a direct and immediate result of work being performed by an outside contractor.

C. In cases of contracting or sub-contracting affecting employees covered by this Agreement, the Hospital will hold advance discussion with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the Hospital is contemplating contracting out the work.

#### 25. PROMOTIONS

A. Promotions within the bargaining unit shall be made on the basis of seniority provided the senior employee meets the requirements as provided for in the City Charter. Job vacancies will be posted for a period of ten (10) calendar days. Employees interested shall apply within the ten (10) calendar day posting period. The senior employee applying for the promotion and who meets the requirements shall be granted a minimum of an eight (8) week trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.

In the event the senior applicant is denied the promotion, the reasons for such denial shall be given in writing to such employee and the steward. In the event the senior applicant disagrees with the reasons for the denial, it shall be a proper subject for the Grievance Procedure.

B. During the eight (8) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the Union in writing by the employer with a copy to the employee. The matter may then become a proper subject for the second step in the Grievance Procedure.

C. During the trial period, employees will receive the rate of the job they are performing.

D. Employees required to work in a high classification shall be paid at the rate of the higher classification.

#### 26. MILITARY LEAVES

Military Leaves of Absence shall be granted and re-employment rights guaranteed in accordance with pro-

visions of the Military Selective Service Act of 1967 and any subsequent amendments to the Act or new acts which may replace the 1967 Act.

#### 27. EDUCATIONAL LEAVES OF ABSENCE FOR VETERANS

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

B. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Hospital when they are on annual training duty in the Reserves or National Guard, provided proof of service and pay is submitted. In case of National Emergency, compensation shall be paid up to thirty (30) days, dating from the first day of active service.

#### 28. LEAVES WITHOUT PAY

Employees may be granted a leave of absence for up to one year, without the loss of seniority, acquired prior to such leave, for such purposes as maternity, illness, education and business, other than for the purpose of accepting a position with another organization and will be reinstated upon expiration of the leave to a job of like status and pay.

#### 29. LEAVE FOR UNION BUSINESS

Members of the Union elected or appointed by the Union to full-time positions to work for the Union shall be granted a leave of absence for a period of one year upon receipt of written notice to the Employer. At the expiration of one year, the employee may request and the Employer agree to grant a renewal of said leave for an additional year.

Delegates elected to State and National Union conventions will be allowed time, without loss of pay, to attend such conventions in ratio to one (1) delegate for every 500 dues paying members or the major fraction thereof.

#### 30. BEREAVEMENT LEAVE

Employees shall be granted up to five (5) days Bereavement Leave with pay in the event of death in the employee's immediate family. Employee's immediate family shall include only the following:

Parents (foster or step-parents), spouse, children, brothers or sisters (foster), grandparents and grandchildren.

In addition, immediate family shall also include the following:

Parents (foster or step-parents) of the employee's spouse.

Employees shall, in addition to the above, be granted one (1) day off without pay in the event of death of the following relatives:

Spouse's grandparents, brothers or sisters; and employee's aunt or uncle.

### **31. SERVICE DAY (Working Hours)**

A. The service day is eight (8) consecutive hours in a twenty-four (24) hour period exclusive of a one-half (½) hour lunch period.

B. The service day starts when the employee normally starts working and continues forward for twenty-four (24) hours.

### **32. SERVICE WEEK (Working Week)**

A. The service week is five (5) service days in any consecutive seven (7) day of twenty-four (24) hours each.

B. The service week has its beginning when the employee starts working following his two (2) days off.

### **33. UNION BULLETIN BOARDS**

The Hospital agrees to provide space for the Union in the "Heartbeat" and to allow the use of all bulletin boards for notices of a non-political nature.

### **34. RATES FOR NEW JOBS**

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rates are proper, it shall be subject to negotiation.

### **35. TEMPORARY ASSIGNMENT**

A. No person whose position has been allocated to its appropriate classification shall be assigned duties generally performed by persons holding positions in other classifications except in cases of emergency.

B. Emergency assignments shall be construed to be those assignments which are necessitated by factors be-

yond the control of management which cannot be anticipated or planned for in the normal course of departmental operations. This shall include vacations.

C. When an emergency requires an employee to be so temporarily assigned, for four (4) hours or more, because of insufficient available employees in the classifications, the employees assigned will be compensated in the proper classification for the day or the duration of the emergency at the next higher rate in the assumed classification which is a minimum of five cents (.05) above his present rate.

### **36. JURY DUTY**

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay for service days only. Jury duty is to be considered as time worked.

### **37. HEALTH AND SAFETY COMMITTEE**

A Health and Safety Committee of Employees and the Employer Representative is hereby established. This Committee will include the President and the Chief Steward or their designated alternates and may meet once per month during regular daytime working hours if there are health and safety conditions to discuss for the purpose of making recommendations to the Employer. An agenda will be presented at least three (3) days in advance.

### **38. EQUALIZATION OF OVERTIME HOURS**

Overtime will be scheduled on a rotation and equitable basis within each division of the department.

### **39. REST PERIODS AND FACILITIES**

A. Employees covered by this Agreement shall receive two (2) rest periods per shift of fifteen (15) minutes each.

One rest period shall be taken during the first four (4) hours of the shift, and the second rest period shall be taken during the last four (4) hours of the shift.

B. The Hospital shall furnish and maintain proper employee restroom facilities as they currently exist. The Hospital shall provide locks for current employee restrooms and keys shall be made available. A couch, lounge or bed will be provided in those employee restrooms where space permits. The Hospital shall endeavor to establish employee lounge(s) as existing space permits.

**40. JOB DESCRIPTIONS**

Within ninety (90) days of the signing of this Agreement available current job descriptions of all classifications in this bargaining unit will be given to the local Union President or his designated representative. In addition, missing job descriptions and/or new position job descriptions represented by the Union will be furnished as written.

**44. SAVING CLAUSE**

If any article or section of this Agreement or any Supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**45. MAINTENANCE OF CONDITIONS**

Wages, hours, conditions of employment and current proper practices which are beneficial to the employees at the execution of this Agreement, shall, except as provided and improved herein, be maintained during the term of this Agreement. Changes must be mutually agreed upon by the Employer and the Union through the Special Conference procedure.

**46. SUCCESSOR CLAUSE**

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

**47. REVIEW OF SERVICE RECORDS**

All persons within the Bargaining Unit shall be granted the right to review his/her service record once a year if requested by the employee in writing. Such request will be granted in a reasonable amount of time.

**48. RETROACTIVITY — July 1st, 1972**

**49. RATE INCREASE — 4%**

**50. LONGEVITY PAY**

a. 60.00 .....	5 years of service
b. 120.00 .....	10 years of service
c. 170.00 .....	15 years of service
d. 222.00 .....	20 years of service
e. 274.00 .....	25 years of service
f. 326.00 .....	30 years of service

**51. EYE CARE**

The Hospital will contribute fifteen (\$15.00) dollars per fiscal year per employee toward the Eye Care Insurance Program. It is understood that no additional funding will be made by the Hospital and that any requirements beyond this amount in the future will be the responsibility of the employee.

**52. VACATION**

Employees will receive vacation as follows for continuous years of service:

1 - 5 years .....	10 Days
5 - 10 years .....	15 Days
10 - or more years .....	23 Days

**52.-A VACATION REQUEST**

Request for vacation time must be submitted no later than two (2) months prior to the employee's anniversary date to the immediate supervisor. The supervisor must then render a response to the employee within thirty (30) days after receipt of the request. If the response is not issued within this time period, the request will be considered approved by the employee.

Approval of vacation request will be on the basis of seniority. In the event the employee does not place a request within the specified time period noted above, vacation request will be honored on a first come, first serve basis with 60 day notice to the supervisor. Changes of vacation time will be mutually agreed upon between the employee and employer.

**53. SICK LEAVE**

A. Employees shall earn paid sick leave at the rate of one and one-half (1½) days for each completed month of service and may accumulate up to one hundred twenty-five (125) days.

B. An employee is entitled to paid sick leave after three (3) months of service.

C. An employee shall not be entitled to sick leave pay during the first ninety days of employment at Highland Park General Hospital and thereafter only in the case of bonafide illness, visits to his doctor or dentist and to supplement workmen's compensation payment, provided that such supplementation does not exceed his normal pay.

The employee shall not be entitled to sick leave pay for the day before or the day after a paid holiday, day of leave with pay (LP) or a Sunday unless he has been off on sick leave with pay for one week prior to the day of leave with pay, holiday or Sunday. An exception shall be made if the employee has been employed at Highland Park General for ninety (90) days or more and his attendance record shows that he had not claimed sick leave pay for the day before or day following a holiday, Sunday or day of leave with pay other than during an illness extending over one week, or if he was hospitalized at the time.

The employee will furnish a certification of illness from his doctor, if he is off for illness for three (3) consecutive days, when requested.

D. An employee is required to notify his supervisor at least fifteen (15) minutes before starting time if he will not report for duty because of illness. The notification should be given before his scheduled starting time and must be given each day unless confined in a hospital or similar institution or unless the employer is furnished with a statement signed by the employee's physician stating the anticipated length of the absence and reason therefor.

E. If an employee is on paid sick leave and a Holiday falls on the same day, the day will be paid as a Holiday, all Leave with Pay days are apart from Sick days.

F. If an employee does not use more than five (5) paid sick days in a fiscal year, from July 1 through June 30 of the next year, he will be entitled to three (3) extra vacation days in the next fiscal year.

G. When an employee has used up all of his earned sick leave because of prolonged illness, he may, if he has a good record, be granted fifteen (15) additional paid sick leave days without charge to his future earnings, but such additional time can be authorized only once in a fiscal year and it must be authorized by the Director. Management agrees not to discriminate in application of this rule as it applies to sick leave.

H. The employer may require employees with poor attendance records, because of frequent use of paid sick leave, to have a medical determination made.

I. Employees who become ill or are injured while on vacation, may have such time charged to their earned sick leave provided they furnish the employer with reasonable proof of such illness or injury.

J. When computing overtime, sick leave hours will not be counted as hours worked.

**54. UNUSED SICK TIME**

Employees are entitled to a full payoff of all sick time upon termination of employment.

**55. SHIFT DIFFERENTIAL**

Will be paid as follows:

Fifteen cents (.15) for p.m. shift

Twenty cents (.20) for midnight shift

**56. LIFE INSURANCE**

An employee with the equivalent of three (3) months of service shall be entitled to a Death Benefit. Benefits shall be paid to the beneficiary or his estate in the following amounts upon proof of death:

For the ....., 1973 thru  
....., 1974 ..... \$10,000.00

The above date is inclusive and is effective at 12:01 a.m. If an employee is killed in the performance of his duty, the amount shall be doubled.

**57. TIME AND ONE-HALF**

Any employee required to work more than eight (8) hours in a twenty-four (24) hour period, shall be paid at the rate of time and one-half for all hours worked over the eight (8) hours.

Overtime hours, more than forty (40) in a service week, exclusive of any other overtime worked that week, shall be paid at the rate of time and one-half, other than on a Sunday or Holiday.

**57.-A DOUBLE TIME**

Employees working more than eight (8) hours in a twenty-four (24) hour period, shall be paid at the double time rate for all such overtime hours that fall on a Sunday or Holiday.

Double time for overtime only, on a Holiday shall be in addition to the normal Holiday pay.

Overtime hours, more than forty (40), exclusive of any other overtime worked in the same service week, shall be paid at the double time rate if worked on a Sunday or Holiday.

Overtime will be scheduled on a rotation and equitable basis within each division of the department.

**Time Clock:**

Hourly rated employees will punch their time card when leaving the building during working hours.

**58. UNIFORM ALLOWANCE**

All employees in the Maintenance Department will be provided two (2) uniforms per year.

**59. HOLIDAYS AND LEAVE WITH PAY DAYS**

A. 1. Employees are entitled to a day's pay on each of the following holidays: New Year's Day, Martin Luther King's Day, Memorial Day, Independence Day and Christmas Day

2. When State Statutes declares a day other than that designated on the calendar to be the Holiday, the day so identified by the statute will be considered the Holiday for pay purposes, including overtime rates.

3. A Holiday shall be considered a service day when computing overtime.

4. A Holiday, falling within a paid sick leave period, vacation with pay period and/or special leave with pay period, will be paid as a holiday and a day may not be charged against any of the above earned leave with pay periods.

B. 1. Employees are entitled to a day of leave with pay on the following days: Lincoln's Birthday, Washington's Birthday, day before Christmas and the employee's own birthday. Employees are entitled one full day for New Year's Eve and 1/2 day for Good Friday. Employees required to work these days will be given an equal time off at another time during the fiscal year.

2. Prior to the usage of an LP day, the employee must notify his supervisor two (2) weeks in advance of the intent. In an emergency circumstance this procedure will be waived with 24 hour notices to the immediate supervisor of the need.

3. When one of the above days falls on a day the employee is not scheduled to work, he shall be given the

time off on the last scheduled working day immediately preceding the above day or dates.

4. State Statutes will govern the day and date to be celebrated and that day shall be considered the Leave With Pay Day.

5. Employees required to work on any of the above Leave With Pay Days shall be given an equal amount of time off at some future date within the same fiscal year.

6. Any employee, having been given a day of Leave With Pay under these provisions and who is subsequently called in to work either the same day or in the same service week shall be given credit for the Leave With Pay time as service time when computing overtime.

7. A DAY OF LEAVE WITH PAY FALLING DURING PAID SICK LEAVE, PAID VACATION AND/OR SPECIAL LEAVE WITH PAY WILL BE CHARGED AS A SICK DAY.

**60. IN-SERVICE TRAINING PROGRAMS**

Pursuant to our intention of supplemental contract language with memorandums of understanding, we offer the following commitment:

During our negotiations, we discussed at length the questions about the need for enlarging in-service training programs and a bona fide apprenticeship program in order to develop true journeyman status for skilled mechanical and technical employees. In consideration of these questions, the Hospital will continue negotiations with the Union on these matters at a time mutually agreed to, following finalization of the contract covering the bargaining units.

**61. LENGTH OF CONTRACT**

Will remain in force until .....  
Non-economic three (3) years and economic one (1) year from the effective date of this agreement.

A. If either party desires to terminate this Agreement, it shall give written notice of termination sixty (60) days prior to the termination date. If either party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

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

C. Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, to the Union, to 16861 Wyoming Avenue, Detroit, Michigan 48221 and if the Employer, addressed to 369 Glendale, Highland Park, Michigan 48203 or to any such address as the Union or Employer may make available to each other.

#### **62. HOSPITALIZATION MEDICAL COVERAGE**

The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family after three (3) months of employment. This coverage shall be applied to all employees. Part-time employee — Part-time employee's coverage shall be on a pro rata basis in proportion with hours worked.

#### **63. WORKMEN'S COMPENSATION**

Compensation shall be applied in accordance with applicable laws of the State of Michigan.

#### **64. APPENDIX**

The following appendix is incorporated and made a part of this agreement:

##### **APPENDIX A — PENSIONS**

The Pension Program as described in Chapter 18, Section 18-1 through section 18-44, of the City Charter of Highland Park, Michigan shall be, and is, a part of this agreement.

#### **65. MATERNITY POLICY AND PROCEDURES**

The following principles are set forth for the guidance of departments for the handling of personnel actions relating to maternity.

##### **1. NOTICE OF ANTICIPATED DISABILITY**

In order to be informed of her rights and obligations,

an employee who has become pregnant should notify her department as soon as possible after her condition is determined.

#### **2. CONSULTATION**

Upon receipt of such notice, the employee's department shall consult with the employee to determine the employee's intentions and to advise the employee on her rights and obligations.

#### **3. EMPLOYEE'S RESPONSIBILITIES**

- a. The employee shall be asked to furnish her department with satisfactory medical evidence from her doctor indicating her condition and expected delivery date.
- b. The employee should understand that she will be required to discharge all her normal duties with normal efficiency.
- c. During the course of her pregnancy, an employee shall provide such medical statements or evidence as the department may require for its purposes. These may include determination of the employee's ability to continue on her job and eligibility for paid sick leave or unpaid leave of absence.

#### **4. EMPLOYEE BENEFITS**

##### **a. Sick Leave:**

(1) Employees who are pregnant will be paid earned sick leave for medical disability and will be permitted to liquidate all their earned sick leave as long as they continue to be disabled, both before or after delivery, until they go on unpaid leave of absence, or return to work, or resign.

##### **b. Voluntary Leave of Absence:**

To be eligible for a voluntary leave of absence from the classified service for reasons of health, including pregnancy, an employee who applies must have a minimum of one year of continuous city service from the date of appointment to the effective date of the leave of absence.

##### **c. Voluntary Layoff:**

Employees who have less than one year of service may apply for a voluntary layoff. Such employees shall have their names placed on the preferred



reemployment list in accordance with Civil Service Rules and shall be hired in accordance with their seniority into vacancies in the same class before any new employees are hired. Employees with less than one year of service requesting a voluntary layoff for medical reasons, shall not accrue seniority during the period of layoff.

d. Layoff Benefits:

Employees disabled because of maternity are not eligible for benefits under the city's Employees Layoff Benefit Plan, under which employees are protected on layoff for lack of work or lack of funds.

5. EFFECTIVE DATE

This policy shall take immediate effect and rules inconsistent with this policy shall be revised.

18. A. CHIEF STEWARD

Because of the involvement of the Chief Steward in the Grievance Procedure and the Grievance Committee, he shall work a day shift, Monday through Friday.

There will be no additional weekends granted to implement this procedure.

If at the time of election the Chief Steward does not have weekends off, he will be given weekends off by replacing the last seniority person in the department that has weekends off if no scheduled weekends are available.

Should a Chief Steward not be re-elected in office for an additional term, or for any other reason they are no longer Chief Steward, he will revert back to days off and shift they held before becoming Chief Steward or in line of seniority as far as days off are concerned.

In witness whereof, the parties hereto have caused this instrument to be executed:

**LOCAL 339, DISTRICT COUNCIL 77,  
OF THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO**

**For the District Council:**

LLOYD J. SIMPSON, Executive Director  
HERMAN SPEARMAN, Staff Representative

**For the Local Union:**

VELMA RAYFORD, President  
ISABELLA LACY, Vice President  
MAMIE COOPER, Chief Steward  
TONI ELAINE CHEEKS, Steward  
ELEANOR LAMPKIN, Secretary  
WILLIE FRAZIER, Exec, Board Member  
GUY MOLDOVAN, Member

**HIGHLAND PARK GENERAL HOSPITAL**

ETHEL TERRELL, Chairwoman  
DAMON WHITE, Board Member  
BEN ROLAND, Board Member  
JESSIE MILLER, Board Member

**CITY OF HIGHLAND PARK,  
A MICHIGAN MUNICIPAL CORPORATION**

ROBERT B. BLACKWELL, Mayor  
HAROLD A. SCHEWE, Deputy City Clerk

BY .....  
Mayor

.....  
City Clerk

Dated: .....