

2940

6/30/96

AGREEMENT
BETWEEN

THE

HURLEY MEDICAL CENTER

HOUSE STAFF ASSOCIATION

AND

HURLEY MEDICAL CENTER

TERM: July 1, 1993
through
June 30, 1996

Hurley Medical Center

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PURPOSE AND INTENT

The general purpose of this agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Medical Center and the House Staff Association.

The general parties recognize the interest of the patient and the educational training of the House Staff depend upon the Medical Center's success in establishing proper services for the patient. The parties recognize the undesirability of excessive work hours for Resident Physicians inconsistent with optimum patient care and high standards of training. The parties will make every reasonable effort to arrange schedules and duties consistent with optimum patient care, high standards of training, specialty Board requirements and limitations, and the health and well being of Resident Physicians including their reasonable social needs and providing for adequate rest.

To these ends the Medical Center and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

SECTION 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379, State of Michigan, Public Acts of 1975, as amended, the Medical Center does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment, for the term of this agreement, of all employees of the Medical Center who are in the classification of PGY1, PGY2, PGY3, PGY4, PGY5, and PGY6. The terms "employee" and "employees" as used in this Agreement shall refer to a Resident Physician, or Resident Physicians, formerly referred to as House Officer or House Officers, and only identify those individuals within the bargaining unit described above.

Resident Physicians (the house officers), collectively, shall be known as Resident Physicians (house staff). A Resident Physician (house staff) shall be a Physician, Psychologist or a Dentist who is in a recognized training program and whose normal duties, performed under the direction, and with the approval of either the attending, courtesy, provisional, meritorious, and/or honorary staff, are to admit patients to the Medical Center; diagnose or treat patients, and assume all functions and responsibilities presently being performed by Resident Physicians (House Staff Officers). Examples of such functions and responsibilities shall include, but not be limited to, the initial evaluation of the patient, the ordering of appropriate diagnostic tests, and the interpretation of the results, the performance of special procedures requiring the training of the physician, the on-going therapeutical management of the patient, emergency case service, and consultation of assignments. These examples are not to be construed as a list of all the job duties performed by the Resident Physician (House Staff). Resident Physicians shall not be regularly or recurrently assigned to duties appropriate to other job titles including but not limited to nurses, lab techs, nurses aides, messengers, patient escorts, x-ray techs, clerks, pharmacists, or any other ancillary, managerial or supervisory personnel unless required by appropriate residency review committee requirements.

SECTION 2 - NON-DISCRIMINATION

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, height, weight, non-disqualifying handicap, or political affiliation. The Association shall share equally with the Medical Center the responsibility for applying this provision of the agreement. All references to employees in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include all male and female employees.

Nothing in this article shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available, or from exercising the rights available under other provisions of this agreement.

SECTION 3 - MANAGEMENT'S RIGHTS

The Medical Center retains the sole right to manage its business, including but not limited to, the rights to decide the number and location of its buildings, the services to be rendered and the equipment and supplies to be purchased; to maintain order and efficiency in all of its operations and establish reasonable rules and regulations; to hire; lay-off; assign and direct; transfer and promote Resident Physicians (House Staff); and to determine rotation schedules and the number of hours to be worked; to retain exclusive jurisdiction over all educational and academic issues and retain all other rights and prerogatives, including those normally exercised in the past, subject only to such restrictions of those rights as expressly provided in this Agreement.

The Association reserves the right to question the reasonableness of the Medical Center's rules and regulations through the grievance procedure.

SECTION 4 - ASSOCIATION REPRESENTATION

The Medical Center will advise all newly employed Resident Physicians (House Staff) at the time of their employment that the Association is their bargaining representative and will notify the Association in writing of the names of each new employee. The Medical Center and its representatives, recognize the right of any resident physician to become a member of the Association and will not discourage, discriminate, or in any other way interfere with the right of any resident physician to become and remain a member of the Association. The Medical Center will provide the Association with the opportunity for representation during orientation of new Residents with the purpose of speaking to the assembled group and distributing materials.

SECTION 5 - WITHHOLDING OF PROFESSIONAL SERVICES

It is recognized that the need for proper care and treatment for patients are of paramount importance and that there should be no interference of such care and treatment. Therefore, the Association and its officials under this agreement will not engage in, encourage or condone action resulting in absence from one's position or failure to report to work, which would interfere with the treatment and welfare of the patient. In the event of any such unauthorized actions or interference, and on notice from the Medical Center, the Association, through its officials, will immediately disavow such action or interference and act affirmatively to prevent or bring about the termination of such actions or interference by instructing any and all employees to cease their misconduct and informing them that this misconduct is in violation of the agreement, subjecting them to disciplinary action, including discharge.

If the Association, through its officials, performs its obligations as set forth in this Section, the employer agrees that it will not file or prosecute for damages against the Association or its officials for any of the above mentioned actions. Nothing herein, however, shall preclude the employer from proceeding against any employee involved in such action or interference. Furthermore, the Association agrees that it will not file or prosecute for damages against the employer for actions it takes unless it fails to perform its obligations as set forth in this agreement, or condones or takes actions not consistent with the provisions of this agreement.

SECTION 6 - PAYROLL DEDUCTION FOR ASSOCIATION FEES

The Medical Center agrees to deduct dues from the salaries of the employees, in accordance with the standard form used by the Association, provided that the same form shall be voluntarily executed by the employees and filed with the Personnel Office of the Medical Center. The written authorization for organizational dues deduction shall remain

in full force and effect during the period of employee membership, ceasing the month immediately following the month in which this employee is no longer a member of the bargaining unit.

The Medical Center shall deduct dues in twelve (12) monthly installments, from the second pay period of the month, the amount of which shall be that required as a condition of membership in the Association. The Association shall, thirty (30) days in advance at the start of each fiscal year, give written notification to the Medical Center the amount of the dues which are to be deducted. The deducted amount of these dues shall not be subject to change more than once during the entire fiscal year, with the Association providing thirty (30) days written notice of such change. All dues so deducted shall be sent to the Treasurer of the Association promptly under procedures to be established by the Medical Center.

It is expressly understood that the Medical Center shall assume no liability in connection with the voluntary deduction of employees dues after transfer of these dues to the Association's designated assignee. Following such transfer and only after said transfer will disputes and adjustment matters be settled between the Association and the employee involved.

SECTION 7 - INFORMATION

The employer shall furnish the Association a quarterly list as complete as possible beginning July 1, of the current fiscal year, of the names, birthdays, postgraduate levels, hourly wages, the departments of all Resident Physicians (House Staff) paid by the Medical Center. The Association shall retain such information in confidence and disclose it only to those whose Association duties require them to have such information. The parties recognize that the Medical Center assumes no liability for the Association's distribution of this or any other information. Upon written request from the Association,

the employer shall provide available and pertinent information which is relevant to properly process a grievance.

The parties shall share equally in the cost of printing of the agreement. The Medical Center shall be responsible for the distribution of this agreement. It will provide a copy of this agreement to each new employee and to all present employees on a one time basis. Each Resident will be provided with a current copy of the employment contract prior to signing an employment agreement.

SECTION 8 - BULLETIN BOARDS

The Medical Center agrees to maintain the existing bulletin board in the physician's/house staff's mailroom. In addition, the Medical Center will furnish a second bulletin board to be placed in a mutually agreeable location in the bachelor's quarters for Association use. The Labor Relations Office will stamp all notices which may affect the image of the Medical Center and those which pertain to Association business. All notices shall be signed by a responsible officer of the Association; and although not limited to the following notices, they shall include:

- Association meetings;

- Association elections and appointments;

- Results of the Association elections;

- Recreational and social events of the Association;

- General communication relative to the Association's role as collective bargaining agent.

In the event of a dispute concerning the appropriateness of the material posted, the President of the Association will be advised in writing of the nature of the dispute.

SECTION 9 - SPECIAL CONFERENCES

Special conferences, for important matters that may arise, may be arranged between the Association President and the Director of Medical Education, or his designee. Such meetings will be attended by no more than two (2) representatives of the Association, one of whom shall be an elected officer of the Association. At least a seventy-two (72) hours notice of the agenda will be given by each party and the discussion will be limited to those items on the agenda, except by mutual agreement. These meetings will be held between the hours of 9:00 a.m. and 4:00 p.m. Association representatives will not lose time or pay for time spent in such meetings.

SECTION 10 - COMMITTEE REPRESENTATION

Recognizing the substantial contribution to be made by the Resident Physicians (house officers) toward the improvement of the delivery of patient care in Hurley Medical Center, the Association will be permitted one voting representative on each of the following committees:

- A. Executive Graduate Medical Education Committee
- B. Quality Assurance Committee
- C. Intensive Care Committee
- D. Medical Library Committee
- E. Infection Control Committee
- F. Pharmacy Committee
- G. Medical Records/Permanent Audit Committee
- H. Respiratory Therapy Committee

The Resident Physicians (house staff) committee representatives shall be appointed by the Resident Physicians (house staff) Association in conjunction with consultation from the Committee Chairperson. Also, additional Resident Physician (house staff) members may be permitted to attend committee meetings upon demonstrated interest. Under the bylaws

of the Medical Staff, as outlined in Article VII, of Section 4, the President of the Hurley Medical Center House Staff Organization shall be an ex-officio member with the privilege of voting on the Executive Committee.

SECTION 11 - GRIEVANCE REPRESENTATION

As designated by the Association, there shall be four (4) Resident Physicians (house staff) who shall be recognized as the direct representatives of the Association for addressing of grievances arising in the Medical Center. The Association will notify the Labor Relations Department, as to the designated individuals. The designated representatives will process grievances only beyond the first step. In the processing of grievances, the representatives will make every effort to discuss and investigate grievances during off duty hours. However, discussions with program directors or administrators in accordance with the procedures outlined above will be conducted during their working hours. If it becomes necessary for a representative to investigate a grievance during on duty hours, he or she will conduct this investigation when it does not interfere with delivery of patient care.

Representatives shall suffer no loss in pay for time spent processing grievances; processing includes investigating and/or discussing grievances. It is understood that Resident Physicians (house staff) are professionals and will assume their professional responsibilities at all times while on duty. Therefore, representatives will not ignore any of their patient care responsibilities while involved in the processing of a grievance.

SECTION 12 - GRIEVANCE PROCEDURE

Under this Agreement, a grievance shall mean any controversy or claim arising out of or relating to wages, hours, and conditions of employment, excluding solely educational issues; or any controversy or dispute arising out of or relating to this contract shall be considered a grievance.

Paragraph A: The following procedure shall be the sole and exclusive means for resolving grievances. A grievance may be filed by an individual employee or group of employees or by the association alone. The grievance procedure as described below must be initiated by the grievant or grievants within fifteen (15) working days of the occurrence of the matter to be grieved. In cases based on violations which are not continuing, and where circumstances of the case made it impossible for the grievant or grievants to know that there were existing grounds for such claims at that time, the grievance must be presented for discussion within fifteen (15) working days of the date when the grievant or grievants first became aware of the situation.

Step 1. If an employee feels he has a grievance, prior to reducing it to writing, he must discuss the matter orally with his program director. At that time a standard form will be signed by both parties documenting verbal presentation of the grievance, and if resolved at this point, the disposition will be reduced to writing on the form and signed by both parties. If in that initial discussion the program director feels that the matter is not within his jurisdiction, the matter will then be discussed with a member of the Labor Relations Department, who will either accept the grievance as within his jurisdiction or refer the grievant or grievants to the proper person, and who will sign a standard form documenting his referral. The program director or the person to whom the grievance was referred must reply to the grievance within five (5) working days.

Step 2. If the grievance is not thereby disposed of it shall be submitted in writing, within five (5) working days, on the standard grievance form, by the grievant or grievants to the program director or the person to whom the grievance was referred. The program director or the person to whom the grievance was referred shall place his written disposition on the grievance form within five (5) working days and return it to the grievant or grievants. A copy of this completed form shall be given to the Association.

Step 3. If the grievance remains unresolved, the Association may, within five (5) working days, submit the grievance to the Labor Relations Department. A meeting between the

President of the Association or his designee and the Labor Relations representative will be held to discuss the grievance within seven (7) working days from the date the grievance is received by the Labor Relations Department. The Labor Relations representative will place his disposition of the grievance in writing on the grievance form and shall return it to the President of the Association within five (5) working days.

Step 4. If the grievance is not settled at step 3, the Association may, within ten (10) working days following the receipt of the written reply of the Labor Relations representative, request arbitration.

Such a request shall identify the grievance and the issue, set forth the provisions of the contract involved, if applicable, and set forth the rationale explaining how the agreement has been violated or the non-contractual basis for the grievance and the remedy desired.

If no such notice is given within the prescribed time limits provided, the grievance shall not be arbitrable.

1. The arbitrator shall be selected in the following manner:
 - A. The parties agree to meet as soon as reasonably possible, but no later than sixty (60) days after ratification of the contract to select an ad hoc panel of arbitrators. This panel shall contain no more than five (5) members who will be selected via mutual agreement by the Medical Center and the Housestaff Association. The arbitration panel list will be alphabetized with cases distributed on a rotational basis. Revisions to this list shall be made via mutual agreement between the parties.
 - B. In the event that the parties are unable to agree upon the selection of the arbitrator within fifteen (15) calendar days, the American Arbitration Association shall make the selection.

2. The Arbitrator shall have no power to add to or subtract from or modify any terms of this agreement or any supplemental agreement there to.
3. No findings involving wages shall be made for more than ninety (90) calendar days retroactively from the date the grievance was submitted. In the event the arbitrator must be chosen by the American Arbitration Association, no retroactive time limit involving wages may be set. The arbitrator will be requested to make his best efforts to issue his written ruling within fifteen (15) days following the conclusion of the hearing of arguments in the case.
4. The Arbitrator's award will be binding on the employee involved, the House Staff Association and the Medical Center.
5. The expense of the Arbitrator will be shared equally by both parties. Each party will be responsible for compensating its own witnesses and representatives.
6. No decision of the Arbitrator or the Medical Center's Management in one case shall create a basis for retroactive adjustment in any other case prior to the date of written filing of each specific claim.
7. A Resident Physician will not normally be relieved of medical responsibilities prior to the exhaustion of the grievance procedure, where to do so would jeopardize credit in the training program, except where continued presence is deemed to be a risk to the Employer or to adversely prejudice patient care. Such removal entitles the grievant to immediate appeal to step 3 of the grievance procedure.
8. The Resident Physician shall have right to request and receive representation of the Association at all disciplinary and grievance hearings. Additionally, the Resident Physician shall have the right to have legal counsel present for hearings involving

terminations from educational programs, or exhaustion of the internal grievance mechanism, i.e. within the arbitration process.

Paragraph B: Withdrawal of Grievances

1. The Association may withdraw any single or multiple grievance at any step of the grievance procedure by so notifying the Medical Center in writing on the back lower left hand corner of the grievance. Any grievance so written is presumed to have been settled in accordance with the last answer given and may not be made the subject of another grievance and may not be carried further in the grievance procedure at any future time.
2. A grievance which has been referred to an arbitrator may not be withdrawn by either party except by mutual consent.

Paragraph C: Time Limits

Any grievance which is formally presented at any step of the grievance procedure and is not advanced to the next step by the Association within the specified time limits is presumed settled on the basis of the last answer given.

No grievance so settled can be reactivated in any future time or made subject to any future appeal.

SECTION 13 - DISCIPLINARY ACTION

All rules of the Medical Center now enforced or hereinafter adopted shall be observed by all Resident Physicians. The Medical Center will not discharge, nor take disciplinary action against any employee without just cause.

SECTION 14 - MEDICAL RECORDS

1. The Medical Records Department will be responsible for providing a current medical record report by 8:00 a.m. each Tuesday for the chief residents of each residency program.
2. On the same Tuesday, Chief Residents will be responsible for contacting resident physicians within their respective departments who have medical records that are past due. Resident physicians will have until Friday at 12:00 noon to complete medical records which are past due. They are responsible to present the record completion form to their chief resident by that time to show compliance. Some departments may experience extenuating circumstances that restrict residents from routinely completing records. In such circumstances, chief residents will make provisions for the affected resident to complete the medical records and will notify the medical records department of the agreed upon time period.
3. If, by Friday at 12:00 noon, resident physicians still do not have medical records completed, the program director will meet with the resident physician. At the discretion of the program directors, a disciplinary action may be implemented.
4. The program director may contact the director of graduate education to deduct:

1-2 incidents	=	1 day
3-5 incidents	=	2 days
6+ incidents	=	Suspension without pay at the discretion of program director for medical records that are past due after the 72-hour window
5. Program directors will rate the resident physicians on compliance with the medical record completion guidelines utilizing the information in their files in the monthly, semiannual, and annual evaluation of the resident.

SECTION 15 - WORK SCHEDULE AND WORK ENVIRONMENT

In recognizing that optimal patient care and high standards of training are mutual goals, the Medical Center endeavors to establish call schedules and work environments in conformance with the recommendations of the appropriate specialty boards. In order to facilitate the obtainment of goals outlined in the specific training program and to facilitate the delivery of total patient care the Medical Center recognizes the need to and shall endeavor to employ auxiliary patient care personnel in a sufficient number so as to adequately assist with the various nursing functions and patient services on all shifts.

The parties further agree that certain required auxiliary services which are necessary for providing total patient care and which are customarily assigned to other hospital departments should be provided by the employees assigned to those departments, in order to free the Resident Physician's (housestaff) for their primary responsibility as mentioned in section 1. Resident Physicians will only be required to perform transport, IV placement, phlebotomy and other functions presently covered by respiratory therapists on an emergency basis or if required by the ACGME or RRC of the appropriate residency training program.

The Medical Center agrees that it will make every reasonable effort to implement the above definition of functions and responsibilities of various departments by the adoption of suitable policies and job descriptions.

The parties further agree that it is the Medical Center's responsibility to provide adequate nursing and auxiliary personnel on all shifts seven (7) days a week except on those shifts when auxiliary personnel are not regularly scheduled to work and to fill vacancies as soon as possible in order to provide safe and adequate nursing care and to make maximum utilization of the training and competencies of all nursing personnel.

Paragraph A: Work Schedules

1. Employees will not be scheduled for primary on-call duty more often than one (1) in three (3) days, except where required by their appropriate specialty board or where mutually agreed to by the employee and the scheduling supervisor.

Paragraph B: Work Environment

1. The Medical Center will attempt to provide air conditioned on-call rooms each with a bed, chair, desk, telephone, toilet, sink and clean shower, clean linen, towels, pillow, and a clock, where practical and feasible.
2. The Medical Center will strive to equip each ward with a minimum of one (1) dictaphone at a moderately used desk.
3. The Medical Center will make an effort to maintain the following equipment for the examination of patients by Resident Physician (house staff) and attending physicians:

Two (2) rechargeable oto-ophthalmoscopes with disposable earpieces

Two (2) reflex hammers;

Two (2) tuning forks, one (1) #512 and one (1) #128;

Two (2) Flashlights;

Safety or straight pins;

Alcohol Swabs;

Tongue Blades;

Cotton tipped applicators;

Disposable measuring tapes;

Two (2) portable floor lamps;

Rectal gloves and lubricant;

Hematest tablets;

Dextrostix

Sterile swabs and culture tubes.

Insufflator bulbs (on 1E, 2E, PICU, BU, ER, Peds Clinic, Med Clinic, Peds Psy)

The Medical Center will implement a service system for the routine inspection, replacement, and repair of this equipment.

4. The Medical Center will notify the Association of the date of inspection by JCAH and will make available to the Association the JCAH report which is presented to the Medical Center.

SECTION 16 - EXTRA CURRICULAR MEDICAL PRACTICE

A Resident Physician (house officer) shall be permitted to engage in outside medical/dental practice or other endeavors provided such activities do not interfere with the responsibilities, duties, and assignments of the Hurley Medical Center. Extra curricular medical practice which requires a Resident Physician (house officer) to assume continuing responsibility for patients is not permissible unless agreed to by the program director. A Resident Physician (house officer) will not be allowed to assume extra curricular medical activities during on-call or duty hours except with approval by the program director. The Resident Physician shall advise his program director of any extra curricular medical activities occurring during off-duty hours on a regular basis. The Medical Center's liability coverage will not be extended to cover such extra curricular medical practice.

SECTION 17 - SECURITY OF EMPLOYMENT

Paragraph A. Individual Contracts

Prior to employment by Hurley Medical Center, each respective employee will receive a letter of agreement from the Medical Education Department which commits the individual and Hurley Medical Center to an employment relationship. Such letters of agreement shall express the fact that all resident physicians are represented by the Association which has

negotiated a collective bargaining agreement, covering wages, hours and conditions of employment, that is available to the prospective employee upon request.

Also, prior to employment by the Hurley Medical Center, each prospective employee will receive a tentative outline of his rotation schedule which may be changed if the educational needs of the employee warrant it. This rotation shall conform with the specialty board recommendations for the applicable PG year and the provisions of the contract.

Paragraph B. Evaluations

Each resident physician will receive, at a minimum, quarterly evaluations by his immediate supervising physician or program director, by placement in his official file, a written evaluation. These evaluations will be available to the resident physicians to read and comment upon with space being provided on the evaluation form for a resident physician to attach written commentary, and a statement being included on the form indicating that the resident physician's signature thereto does not imply agreement with the content of the evaluation.

Paragraph C: Confidentiality

1. All employee files will be kept confidential. Such files shall not be disclosed without the resident physician's (house officer's) consent to individuals outside the departments of Medical Education, the Resident Program Director, Personnel and Labor Relations, except where required by law, or purposes of accreditation, due process or approval of training. In the event that an individual house officer's file is disclosed pursuant to law or accreditation, the house officer shall be promptly notified in writing, including a statement of the purpose of the examination. Such files will be established, maintained and kept confidential through the regular procedures of the Personnel Department and the Medical Education Department.

2. The employee must be notified of any document to be placed in his/her file which could be used for the purpose of disciplinary action or which could negatively affect the physician. Each resident physician shall have reasonable access to his employee file and the right to copy any documents therein. The resident shall have the right to respond to any materials on file with written rebuttal. The resident shall also have the right to challenge the validity of any document in the file through the grievance procedure. In the event that such grievance is sustained, any material directly contradictory to the grievance determination shall be removed from the file.

3. The Medical Center recognizes and acknowledges its responsibility/duty to resist disclosure of information exempted from disclosure, e.g., via the Freedom of Information Act. Moreover, failure on the part of the Medical Center to comply with the notice provisions herein mentioned shall prevent the Medical Center from utilizing said document(s) for the purpose of discipline or discharge.

SECTION 18 - VACATIONS

Paragraph A: Length of Vacations

1. Vacations for employees of the Medical Center are computed on the basis of fiscal year. A fiscal year is defined as commencing the first day of July and ending the following June 30. A week of vacation is considered to be six (6) consecutive days.

<u>FULL TIME</u>	<u>PART TIME</u>
PG 1 Three (3) Weeks *	1st Year - One (1) Week
PG 2 Three (3) Weeks	2nd Year - Two (2) Weeks
PG 3 Four (4) Weeks	3rd Year - Two (2) Weeks
PG 4 Four (4) Weeks	4th Year - Two (2) Weeks
PG 5 Four (4) Weeks	5th Year - Two (2) Weeks
PG 6 Four (4) Weeks	

*PGY 1 - One week of vacation not reimbursable if not taken.

2. Vacation time can be taken in one or more segments. However, under normal circumstances vacations will not be granted in segments shorter than one week in duration.
3. Resident Physician shall be granted two (2) long weekends and six (6) personal days annually for PGY 2-6. PGY 1 Residents shall be granted one (1) long weekend and four (4) personal days. The long weekends shall be requested six weeks in advance and personal days two weeks in advance for proper scheduling and patient care. A part-time PGY 1 resident shall have one (1) long weekend and one (1) personal day. A part-time resident after the PGY-1 year shall be granted one (1) long weekend and three (3) personal days. No more than two (2) consecutive personal days may be used within any one pay period.

Paragraph B: Assignment of Vacation

1. The vacation shall be scheduled to meet the patient care requirements of the Medical Center on a departmental basis with due consideration given to the employee's wishes as to time and duration. The actual scheduling of vacation shall be arranged through, and must have the discretionary approval of the program director. However, the program director shall make every effort possible to schedule the appropriate amount of vacation time for the employee within the year.
2. Written requests for vacation shall be submitted at least six (6) weeks in advance of the time requested. Any other vacation requests received will be reviewed and granted (if possible) on a first come basis.
3. Annual vacation leave shall not be accumulative. Any excess days not utilized because of a twice denied written request shall be paid off in lieu of the requested period, at the end of the fiscal year, as long as these days are not in excess of specified Board and Residency Review Committee requirements. Twice denied vacation requests for the same dates shall not be reimbursed. Should there be any compensation due,

because of a twice denied request, it shall be at the same rate of pay in effect at the time of the denial. However, employees shall not be forced to take pay in lieu of vacation by the program director's refusal to give vacation to House Staff. Any excess vacation accrued due to the non-scheduling of vacations shall be forfeited.

4. Three (3) day weekends shall not be utilized for the purpose of extending vacations except as mutually agreed upon by program directors and employees.
5. Resident Physicians in a part time position shall be responsible for covering one another during vacation periods.

SECTION 19 - SALARIES

Resident Physicians (house staff) shall be paid yearly salary as outlined in the salary schedule. Pay periods will be every two (2) weeks. Initial assignment of an employee to a salary level, including assignments when an employee changes from one residency program to another, shall be determined by his Program Director. Furthermore, employees who are advanced to new higher postgraduate year levels each July shall receive their increase in pay for their new postgraduate year in July, or within two pay periods of advancement.

	<u>HOURLY</u>	<u>ANNUAL</u>
PG-1	\$12.088	\$30,172
PG-2	\$12.587	\$31,416
PG-3	\$13.209	\$32,969
PG-4	\$13.974	\$34,878
PG-5	\$14.503	\$36,200

EFFECTIVE: 7/1/92

2496 hours: 96 hours @ 26 pays

Chief Resident Differential: Resident Physicians serving as Chief Resident during Board requirement years (for all specialties), will be eligible for a Chief Resident differential of \$1,750.

SECTION 20 - CONFERENCES

All Resident Physicians shall be entitled to attend one (1) conference per year.

SECTION 21 - LEAVES OF ABSENCE

Paragraph A: Personal Leave

1. Personal leave of absence without pay for reasons other than specifically provided elsewhere in this agreement may be granted by the program director upon written application by the employee.
 - a. When a personal leave of absence under this provision is granted for a period of not more than six (6) months, the individual shall be entitled, at the termination of the leave, to be reemployed to the same position held at the time the leave was granted. Sick leave and vacation shall be retained but not accumulated during the period of leave.
 - b. When a personal leave is granted for a period of more than six (6) months, the employee position will not automatically be held open. If a position is not available, the employee will be reemployed when a position comparable to the position previously held becomes available, if the employee has notified the program director of his desire to return in writing. During such leave an employee's sick leave and vacation shall be retained, but not accumulated.
2. House staff shall, when personal leave is granted, keep the Medical Center informed of any change in status or conditions causing the employee to request leave.

B: Bereavement Leave

In the event of a death of a member of the employee's immediate family, the employee shall be entitled to a leave of absence of such duration as may be deemed appropriate by the program director under the circumstances. Each employee shall be granted a maximum of three (3) working days pay, plus reasonable travel time, not to exceed a total of five (5) working days. Employee shall also be granted leave up to one half (1/2) day for the purpose of attending funerals of other close relatives.

Immediate family shall be defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, step-children, brother-in-law, and sister-in-law.

Paragraph C: Sick Leave

First year residents shall be granted six (6) sick leave days per year and all other House Officers shall be granted eight (8) sick leave days per year. Said days shall be granted at the beginning of the house officer's contract. Such leave may accumulate without limitation. Sick leave shall be paid at the House Officer's regular rate of pay and shall be paid only for time lost for which the House Officer would have been required to work.

When an employee is on sick leave which extends beyond the time when he has exhausted his accumulated sick leave, he may, at his discretion, have such additional days charged against his vacation days then accrued, or take a leave without pay for the remaining period of that illness, upon his written request.

Sick leave time in excess of eight (8) annual leave days shall not be counted toward the employee's successful completion of his program.

Paragraph D: Maternity Leave

1. When employees become disabled due to pregnancy, they will be eligible for leaves of absence under the sick leave provisions of the contract.

2. Leave for adoption shall be governed under the provisions of the personal leave of absence of this contract.
3. A paternity leave will be granted, not to exceed three (3) days without pay. However, time off may be granted based upon the availability of paid leave time.

Paragraph E: Association Business Leave

1. An employee who is selected or elected by the Association for official Association Business that will require absence from work shall be granted a leave of absence without pay for the duration of the assignment.
2. Employees who are certified by the Association's President as officially authorized representatives shall be granted leave without pay to attend meetings or conferences, provided that no more than two (2) representatives shall be certified to the Medical Center, upon not more than two (2) occasions per year. The Association shall notify the appropriate program director and the Director of Medical Education as to the time, date, and purpose of such meetings; such notice should be submitted at least ten (10) days prior to the date of such meeting.

Paragraph F: Program Extensions

Resident Physicians should use criteria established by appropriate specialty boards and residency review committees concerning total leaves of absence. If the total leave of absence scheduled by a resident physician is in excess of board and/or residency review committee requirements, the training program may allow resident physicians to make up such time to satisfactorily complete the program. However, the Medical Center shall not be responsible for paying salaries for said period of time.

Resident Physicians may be required to make up time missed in a training program. Disability and personal leave which is granted, and not paid for by the Medical Center, shall be with pay.

All changes in Board and Residency Review Committee requirements will act to supersede previous language/requirements and are considered as binding on the parties.

SECTION 22 - INSURANCE PROGRAM

Paragraph A: Health Insurance

The Medical Center will provide without expense to each eligible employee and his family, the option of medical and surgical insurance coverage at the same or comparable level as outlined in the Blue Cross/Blue Shield PPO comprehensive group insurance preferred benefits (MVF-1) with a \$3.00 co-pay prescription rider. This option must be exercised within thirty (30) days of an employee's date of hire or during the enrollment period of April to May. Changes such as marriage, death, birth, divorce, etc., should be reported to the Personnel Office, within thirty (30) days of the effective date of change or the employee may elect one of the following:

- o Blue Cross/Blue Shield Traditional - Premium copay
- o Blue Care Network - Premium copay
- o Health Plus - Premium copay

In the event the GLS area becomes serviced by group medical practice plans, (or individual practice association), the Medical Center will make arrangements to provide annually an option for such employees to enroll for health care coverages through the carrier providing such coverages, subject to the availability and enrollment requirements of such additional plans. The Medical Center shall provide written advance notice to each Resident Physician of "open periods" for changing health care insurance options.

Employees with spouses who are also employed at the Medical Center, even in different bargaining units, will not be allowed double coverage. If the employee's spouse elects coverage through this or another bargaining unit contract, the employee will not be entitled to coverage under this bargaining agreement.

Effective August 1, 1993, all employees in the bargaining unit who receive health insurance through the Medical Center will have inserted in their policy a \$300 inpatient deductible waived for treatment received at Hurley, or treatment which is provided on an emergency basis, or out of Hurley's services area (i.e.: the GLS Region). Members and their covered spouses/dependents who are inpatients at Hurley Medical Center will not be charged additional fees for basic telephone service, basic television service, or for private rooms when available.

Paragraph B: Life Insurance

The Medical Center shall provide, at no expense, each employee Life Insurance and dismemberment coverage in the amount of one (1) times the employee's annual salary (effective January 22, 1994).

Paragraph C:

1. Liability Coverage - The Medical Center shall provide liability coverage for all employees working in the Medical Center who may be subject to liability claims for incidents arising out of their Medical Center employment in the amount of one million dollars.
2. Malpractice Coverage - During the term of this Agreement, the Medical Center shall maintain in force a malpractice coverage for all residents working at the Medical Center and whom may be subject to malpractice claims for incidents arising out of their Medical Center employment. The Medical Center will provide the Bargaining Unit with a description of that coverage and the limitations thereof; and prior to any changes being made thereto, will apprise the Bargaining Unit.

Paragraph D: Dental Plan

Effective September 1, 1986, Resident Physicians dental coverage shall be upgraded from the current 50/50 co-pay plan, to provide for 100% of treatment cost for preventive, Diagnostic (except radiographs) and Emergency Palliative (Class I) services and 90% of the balance of Class I benefits, 50% of treatment costs paid on Class II benefits, with a

\$750 maximum per person per contract year on Class I and II benefits; 50% of treatment costs paid on Class III (Orthodontic) benefits, with a \$650 lifetime maximum, in exchange for one sick leave day.

Paragraph E: Disability Insurance

The Medical Center will provide all eligible employees with long-term non-cancelable and guaranteed continuable disability income insurance. The elimination period will be fifteen (15) days and the monthly disability benefit will be \$1500. The Medical Center will provide the program while the house staff is in the employment of the Medical Center. However, when the house officer terminates his employment with the Medical Center, he shall then be responsible for the premium payments if he wishes to maintain the coverage.

Paragraph F. Optical Plan

Effective July 1, 1983, for each eligible individual, there are the following limitations on the frequency with which charges for certain services and materials will be considered covered expenses.

Reasonable and customary charges for examinations, lenses, and contact lenses (\$150 maximum) and frames (\$50 maximum): Once during any period of twelve (12) consecutive months for children under age eighteen (18); once during any period of twenty-four (24) consecutive months for adults (18 and over). Also, up to age 19 and solely dependent upon employee (parent) for support. The limitation of lenses, contact lenses and frames apply whether or not they are a replacement or lost, stolen, or broken lenses, contact lenses, or frames.

Paragraph G. Part-Time Employees

Resident Physicians (house officers) working less than full time will not be eligible for paid time off benefits or other fringe benefits except for liability insurance, Blue Cross/Blue Shield and vacations as outlined in Section 19.

SECTION 23 - MISCELLANEOUS

1. Uniforms: The Medical Center will provide six (6) white coats to each employee upon employment and will provide, upon demonstrated need, two (2) white coats in each subsequent year of employment. These uniforms will be maintained by the employer.

Employees will be required to wear the white coats, picture ID, and maintain professional appearances at all times while on duty.

2. Medical Staff Bylaws, Rules, and Regulations: Except as otherwise specifically provided in this agreement, an employee shall be subject to the bylaws, rules, and regulations of the Medical Staff of Hurley Medical Center, and as they may be amended from time to time. No matter concerning or arising under these bylaws, rules, and regulations shall be subject to the grievance procedure, except for those matters specifically provided in this agreement. Each employee, at the time of employment, will be provided with the copy of the bylaws, rules, and regulations of the Medical Staff of the Hurley Medical Center.
3. Meals: The Medical Center will maintain the current practice of providing all resident physicians free meals while on duty within the hospital.
4. Housing: The house staff shall be responsible for their own housing. However, depending upon availability, the house staff may rent housing units from the Medical Center. Upon determination of the rental schedule by the Medical Center, a written copy will be provided to the house staff ninety (90) days prior to implementation.

Available housing will be assigned as outlined in the Medical Center's Standard Practice and the Medical Education Department's policy. A housing committee shall be established consisting of three representatives from the Medical Center and three

representatives of the Association. The committee shall be charged with the responsibility of reviewing and resolving all disputes and problems surrounding Medical Center housing. The committee shall meet at regularly scheduled interviews.

5. Educational Stipend: The Medical Center considers \$3,600 of the annual compensation of the Resident Physician to be an educational stipend for the purpose of pursuing further educational activities, however, the stipend will be paid as part of the salary and be subject to all deductions in accordance with the current practice.
6. Parking - The Medical Center agrees to maintain its current secure free parking areas without charge to the Resident Physicians during the life of this contract.
7. Additionally, the Medical Center shall maintain modern adequate resources and equipment to assist members in their training, e.g. a full access library including med search and free copying, etc.

SECTION 24 - WAIVER

The Medical Center and Association acknowledged that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Therefore, the Medical Center and the Association, for the life of this agreement, each voluntarily and un-qualifiedly waive the right, and agree that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter referred to in the negotiations of this agreement.

SECTION 25 - SEPARABILITY

In the event that any particular provision of this Agreement is ruled invalid by a court of competent jurisdiction or is rendered invalid by Federal or State Legislation, then only such provisions shall be invalid, and all other provisions of this Agreement shall remain in full force and effect. In the event of the foregoing circumstance, either party shall have the immediate right to reopen negotiations within fourteen (14) calendar days with respect to a substitute for the affected provision.

LIABILITY

Hurley Medical Center provides coverage under its self-insured professional liability plan for residents. The coverage is extended to claims arising out of incidents occurring during the course and scope of the resident's employment at Hurley Medical Center. The resident is responsible for making Hurley Medical Center aware of an incident at the earliest point in time. If a legal proceeding is brought against a resident arising out of their residency at Hurley Medical Center, it is the resident's responsibility to immediately forward to Hurley Medical Center every summons, complaint, arbitration demand, or other legal document and a copy of every written communication received about the legal proceeding. The resident must also inform Hurley Medical Center of the substance of any oral communications received regarding a legal or potential legal proceeding involving Hurley Medical Center. The resident is also required to cooperate fully with Hurley Medical Center and defense counsel in the investigation, preparation, and conduct of all legal proceedings. The resident must not make any payment or settlement or participate in any pre-trial panel or settlement discussion without the consent of Hurley Medical Center. Failure to cooperate with Hurley Medical Center, failure to inform Hurley Medical Center, or making voluntary payments or participating in discussions regarding the matter without Hurley Medical Center's consent may relieve Hurley Medical Center of its obligation to defend and pay damages with respect to the incident or legal proceeding.

LETTER OF UNDERSTANDING
MARCH 17, 1992
AMENDED 1993

This letter of understanding represents items previously agreed to but not officially tentatively agreed to during the recent negotiations.

The Medical Center shall provide:

- A. Beepers with battery replacement and maintenance
- B. Individual lockers
- C. Free access to CME courses sponsored by the Medical Center
- D. Tuition costs of Basic Cardiac Life Support (BCLS), Advanced Cardiac Life Support (ACLS) and Pediatric Advanced Life Support (PALS) courses offered by Hurley Medical Center will be paid by the Medical Center when certification of above-mentioned programs are required to meet residency training program requirements.

Resident physicians unable to schedule such courses at Hurley Medical Center due to patient care responsibilities shall be reimbursed for off-site programs at the level it would cost the resident to register at Hurley Medical Center.

Residents not passing said courses on the first attempt will not be reimbursed for reenrollment in the course. Once the initially failed course is passed, future courses will be reimbursed as outlined above.

Residents registering and not attending the above mentioned courses will be assessed a registration fee. Residents who have a legitimate reason(s) for not attending must obtain written approval/waiver from their respective program director (added 7/93 negotiations).

- E. Hepatitis B vaccination as requested/required

F. Residents lounge with:

1. telephone
2. couches/chairs
3. reading lamps
4. refrigerator and microwave
5. computer terminal

G. Employee discount in the Hurley Health Center

HOUSESTAFF ASSOCIATION

/s/ Dr. Laura Carravallah

HURLEY MEDICAL CENTER

/s/ Charley J. McClendon

**LETTER OF UNDERSTANDING
SALARY AND BENEFITS FOR PSYCHOLOGIST
SEMPTEMBER 25, 1991**

All newly hired psychologists in post doctoral training shall enter the compensation schedule at the P.G. 2 level and receive P.G. 2 benefits. Those psychologists hired on or about September 1, 1991 shall be grandfathered/compensated at the P.G. 3 level. Benefits for the grandfathered employees shall commence at the P.G. 2 level then progress to P.G. 3 the next year upon successful attainment of program requirements.

HOUSESTAFF ASSOCIATION

/s/ Dr. Laura Carravallah

HURLEY MEDICAL CENTER

/s/ Charley J. McClendon

**LETTER OF UNDERSTANDING
TUITION COSTS
DECEMBER 9, 1991**

Tuition costs of Basic Cardiac Life Support (BCLS), Advanced Cardiac Life Support (ACLS) and Pediatric Advanced Life Support (PALS) courses offered by Hurley Medical Center will be paid by the Medical Center when certification of above-mentioned programs are required to meet residency training program requirements.

Residents physicians unable to schedule such courses at Hurley Medical Center due to patient care responsibilities shall be reimbursed for off-site programs at the level it would cost the resident to register at Hurley Medical Center.

Residents not passing said courses on the first attempt will not e reimbursed for re-enrollment in that course. Once the initially failed course is passed, future courses will be reimbursed as outlined above.

HOUSESTAFF ASSOCIATION

/s/ Dr. Laura Carravallah

HURLEY MEDICAL CENTER

/s/ Charley McClendon

**SETTLEMENT AGREEMENT
AUGUST 31, 1989**

1. Contract Length --- 7/1/89 to 6/30/91 (2 year contract)
2. General Wage Increase at each PG level:
 - 7/1/89 - 3%
 - 7/1/90 - 3%
3. Vacation
 - a) PGY 1 One extra week of vacation (6 days) in exchange for 2 long weekends (4 days) and 2 sick days. One extra week of vacation not reimbursable if not taken.
 - b) PGY 2 - 4 Change one long weekend to two (2) personal days. Personal days shall be granted given the Housestaff member has requested the days two weeks in advance of the requested day of leave for proper scheduling and patient care. Personal days shall not be used on Saturday.
4. Malpractice - see attached
5. Twice denied Vacation - see page 17
6. All previously TA'd items excluding conference time.
7. Change 3 to 5, Grievance procedure, Step 2.
8. Vacation #2 - Add "Any other vacation requests received will be reviewed and granted (if possible) on a first come basis.
9. Paternity #3 - However, time off may be granted based upon the availability of paid leave time.

HOUSESTAFF

/s/ Jacquelin M. Irland, M.D.

HURLEY MEDICAL CENTER

/s/ Charley McClendon

**SETTLEMENT AGREEMENT
DECMEBER 12, 1991**

1. Two (2) year contract expiring June 30, 1993.
2. Wage increases effective July 1, 1991, 4.5% increase at each step of wage scale.

PGY1	\$27,427
PGY2	\$29,488
PGY3	\$31,549
PGY4	\$33,606
PGY5	\$35,662
PGY6	\$37,988

3. Wages effective July 1, 1992:

PGY1	\$29,372
PGY2	\$30,815
PGY3	\$32,369
PGY4	\$34,278
PGY5	\$36,000
PGY6	\$37,800

4. Section 21 D. Maternity Leaves - The parties agree to meet after ratification of this agreement at a mutually agreeable date and time to formulate a letter of understanding regarding maternity leave language. Said language shall be regarded as an addendum to the contract.
5. The parties agree to meet and confer subsequent to the ratification of this agreement for the purpose of developing language relative to disciplinary actions/representation.
6. Chief Resident Stipend - Increase stipend to \$1,500. Delete last sentence of paragraph; i.e., there will be one differential per program.

7. All other previously TA'd items.

HOUSESTAFF ASSOCIATION

/s/ Dr. Laura Caravallah

HURLEY MEDICAL CENTER

/s/ Charley J. McClendon

**SETTLEMENT AGREEMENT
OCTOBER 25, 1993**

1. Two (2) year contract effective July 1, 1993, through June 30, 1995.
2. Wages effective July 1, 1993, PGY1 increased by \$800; PGY2, PGY3, and PGY4 increased by \$600; and PGY5 increased by \$200 annually, respectively. The pay scale for July 1, 1993 shall be as follows:

PGY1:	\$30,172
PGY2:	\$31,416
PGY3:	\$32,969
PGY4:	\$34,878
PGY5:	\$36,200

Effective July 1, 1994, Wage Reopener

3. Effective sixty (60) days after ratification by both parties, life insurance increased from \$25,000 to one (1) times the Housestaff member's annual salary.
4. Effective upon ratification by both parties, increase amount provided for frames to \$50.
5. Section 22(A), Insurance Program, Health Insurance

Effective February 1, 1994, employees will have the following choices:

- o Blue Cross/Blue Shield PPO - No premium copay
- o Blue Cross/Blue Shield Traditional - Premium copay
- o Blue Care Network - Premium copay
- o Health Plus - Premium copay

Failure on the part of the employee who elects an insurance with premium copay to pay the copay will result in cancellation of the insurance coverage. Additionally, in January an open enrollment period of three (3) weeks will be scheduled to allow eligible employees to choose between either of the available HMO's with premium copay, the Blue Cross/Blue Shield PPO or the Traditional Blue Cross/Blue Shield with premium copay. Should an eligible member not select one of the above options, they will be placed in/receive the PPO.

6. Section 22(E), Insurance Program - The Medical Center agrees to allow the Housestaff Association to procure a LTD plan as it previously proposed through the agent it selects. The cost of the LTD plan must not be in excess of that which is currently

provided or the benefit will be canceled/not provided. Additionally, this arrangement will (given acceptable costs) continue through the terms of the newly ratified agreement between the parties. It is further understood that this arrangement to allow for another agent has in no way nullified Management's rights to recognize "agents of record" for future insurance plans.

7. Chief Resident Stipend increased from \$1,500 to \$1,750.
8. All other tentatively agreed upon items.

HOUSESTAFF ASSOCIATION

/s/ Dr. Seif Saeed

HURLEY MEDICAL CENTER

/s/ Charley J. McClendon

/s/ James A. Buterakos

/s/ Lisa E. Foster

/s/ Sam W. Blevins

WP:House

HURLEY MEDICAL CENTER
SETTLEMENT AGREEMENT WITH HMCHA
SEPTEMBER 14, 1994

1. One (1) year extension of current agreement. Contract to expire June 30, 1996.
2. Wages effective 7/1/94:
 - 4.0% minus \$0.002/hr across-the-board, the pay scale shall be as follows:

PGY1	\$31,374
PGY2	\$32,668
PGY3	\$34,283
PGY4	\$36,268
PGY5	\$37,643

3. Emergency Room Rider as provided to other HMC groups, effective as soon as possible following ratification.
4. Wages effective 7/1/95, 3.0% increase to each PGY step. The pay scale shall be as follows:

PGY1	\$32,315
PGY2	\$33,648
PGY3	\$35,311
PGY4	\$37,356
PGY5	\$38,772

HMCHA Dated
/s/ Khalid Ahmed _____

HMC Dated
/s/ Charley McClendon _____

