

2943

6/30/96

A G R E E M E N T

between

HURLEY MEDICAL CENTER

and

UNION LOCAL 1603

AFFILIATED WITH MICHIGAN COUNCIL 25,

AMERICAN FEDERATION OF STATE,

COUNTY, AND MUNICIPAL EMPLOYEES

AFL-CIO

JULY 1, 1994 - JUNE 30, 1996

Hurley Medical Center



TABLE OF CONTENTS

| | SECTION | PAGE |
|---|---------|------|
| Agency Shop | 4 | 10 |
| Authorized Payroll Deductions | 44 | 75 |
| Career Development and Training | 51 | 78 |
| Civil Service | 38 | 70 |
| Civil Service Examination | 39 | 70 |
| Compensation Regulations | 42 | 71 |
| Conferences | 11 | 22 |
| Contracting & Subcontracting | 48 | 76 |
| Copies of Contracts | 46 | 75 |
| Educational Courses | 29 | 51 |
| Educational Leave | 28 | 50 |
| Emergency Call-in | 16 | 33 |
| Emergency Leave and Bereavement | 24 | 48 |
| Employee Parking Statement | - | 80 |
| Grievance Committee | 13 | 23 |
| Grievance Procedure | 14 | 25 |
| Holidays | 17 | 34 |
| Hospitalization Insurance (Dental, Optical pg 52) | 32 | 55 |
| Jury Duty/Civic Duty | 27 | 50 |
| Letter of Understanding - Staffing Ratio, Form Letter | - | 83 |
| Liability & Insurance Coverage | 30 | 53 |
| Life Insurance | 33 | 61 |
| Management's Rights | 3 | 9 |
| Maternity Leave | 25 | 49 |
| Medical Services | 34 | 62 |
| Memos of Understanding | 51 | 77 |
| Military Leave | 26 | 49 |
| Night Bonus | 19 | 36 |
| Normal Work Schedule and Overtime | 15 | 29 |
| On-the-Job Injury and Worker's Compensation | 35 | 63 |
| Part Time and Seasonal Employees | 37 | 67 |
| Personal Days | 23K | 47 |
| Personal Leave of Absence | 21 | 37 |
| Pledge Against Discrimination and Coercion | 2 | 8 |
| Policy Relative to Employee Parking | 80 | 80 |
| Protective Clothing, Uniforms, I.D. | 36 | 66 |
| Purpose and Intent | - | 1 |
| Reallocation Procedures | 43 | 73 |
| Recognition | 1 | 2 |
| Retirement | 31 | 54 |
| Salaries (Compensation Schedule) | - | |

| | | |
|---|----|----|
| Savings Clause | 47 | 75 |
| Seniority and Layoff | 6 | 12 |
| Settlement Agreements | - | 81 |
| Shift Preference Statement | 20 | 36 |
| Sick Leave (sick & accident, 40) (Leave days, 42) | 23 | 41 |
| Special Holidays | 18 | 35 |
| Step Advancement | 40 | 71 |
| Successorship Clause | 49 | 76 |
| Supplemental Agreement | 45 | 75 |
| Termination | 50 | 76 |
| Union Activities on the Employer's | | |
| Time and Premises | 10 | 22 |
| Union Bulletin Boards | 9 | 21 |
| Union Business | 8 | 20 |
| Union Dues and Initiation Fees | 5 | 11 |
| Union Representation | 12 | 23 |
| Union Security/Agency Shop | 4 | 10 |
| Vacations | 22 | 39 |
| Veteran's Rights | 41 | 71 |
| Visits by Union Representatives | 7 | 20 |

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 patient and the job security of the employees depend upon the Employer's success in establishing a proper service to the patient.

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

SECTION 1. RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer, generally listed in classifications in appendix A:

Account Clerk
Accounting Clerk
Accounts Receivable Clerk
Administrative Secretary II
Administrative Word Processing Clerk
Anesthesia Aide
Apprentice Electrician I
Apprentice Electrician II
Apprentice Electrician III
Apprentice Painter I
Apprentice Painter II
Apprentice Painter III
Apprentice Painter IV
Assistant Chef
Assistant Chef Trainee
Assistant Obstetrical Surgical Technician
Assistant Records Clerk
Assistant Surgical Boarding Clerk
Audit Clerk - Nursing
Bargaining Chairperson (1603)
Biller
Billing Control Clerk
Biomedical Communications Tech

Biomedical Equipment Tech
Biomedical Communications Trainee
Bookkeeping Machine Operator
Building Maintainer
Building Maintainer Helper
Cardiovascular Serv Assistant
Carpenter
Cart Attendant
Cashier
Child Life Assistant
Children's Reading Assistant
Clerk
Clerk Stenographer
Clerk Typist
Collector
Communications Operator
Cook
Copy Center Clerk
Correspondence Clerk - Med Rec. Dept
Credit Clerk
Credit Counselor
Data Entry Operator
Data Management Operations Technician
Deliveryman/Driver
Dental Assistant
Dietary Cashier
Dietary Clerk
Drafting Aide
Draftsman
Driver/Courier

Electrician
Electrician Helper
Electrocardiogram Technician I
Electrocardiograph Technician II
Electroencephalograph Tech
Electronic Technician
Elevator Operator
Emergency Department Clerical Assistant
Emergency Medical Technician
Endoscopy Assistant
Emergency Room Technician
Engineering Technician
Environmental Systems Repairer
Food Service Stockkeeper
Food Service Worker
Grounds Maintainer
Group Therapy Aide
Home Health Care Aide
Housekeeping Aide
Hydrotherapy Assistant
Infection Control Technician
Institutional Aide
Intermediate Building Maintainer
Intermediate Clerk
Intermediate Clerk Stenographer
Intermediate Clerk Typist
Janitor
Jr. EKG Tech Trainee
Laboratory Aide
Laboratory Assistant

Laboratory and Morgue Aide
Laborer
Laundry Linen Worker
Laundry Cart Attendant
Lead Copy Center Clerk
Lead Mail Clerk
Lead Medical Records Transcriber
Lead Trans Vac Operator
Librarian Trainee
Mail Clerk
Maintenance Mechanic Helper
Maintenance Mechanic Helper Trainee
Maintenance Mechanic I
Maintenance Mechanic II
Maintenance Mechanic III
Medical Record Cdg. & Abstng. Clerk
Medical Record Data Technician
Medical Records Transcriptionist
Medical Secretary
Medical Transcriber
Mental Health Technician
Microfilm Clerk
Morgue Attendant
Nursing Assistant
Nursing Assistant Trainee
Nursing Residence Hostess
Nursing School Receptionist
Nursing Staffing Clerk
Nursing Transcriber
Nursing Transcriber Trainee

Obstetrical Surgical Technician
Occupational Therapy Aide
Oncology Office Coordinator
Operating Room Orderly
Operating Room Technician
Orderly
Organizational Development Staff Assistant
Orthopedic Assistant
Page
Painter
Patient Accounting Clerk
Patient Placement Coordinator
Patient Registration Aide
Payroll & Personnel Clerk
Payroll Clerk
Pers Data Entry Opr Benefits Clerk
Personnel Statistics Specialist
Pharmacy Aide
Pharmacy Purchasing Technician
Pharmacy Technician
Pharmacy Technician Trainee
Physical Plant Storekeeper
Physical Therapist Assistant
Physician Biller
Physician Billing Control Clerk
Plant Operations Maintainer
Plumber
Porter
Power Plant Operator
Pre-Registration Unit Coordinator

Principal Clerk Stenographer
Psychiatric Assistant
Quality Assur/Util Review Secy
Rad Processing & Maint Technician
Radiology Film Room Clerk
Radiotherapy Assistant
Registration Clerk
Release of Information Coordinator
Respiratory Therapy Assistant
Respiratory Therapy Tech I
Seamster
Senior Account Clerk
Senior Biller
Senior Building Maintainer
Senior Carpenter
Senior Cashier
Senior Clerk
Senior Clerk Stenographer
Senior Clerk Typist
Senior Cook
Senior Elevator Operator
Senior Food Service Stockkeeper
Senior Home Health Care Aide
Senior Housekeeping Aide
Senior Janitor
Senior Laboratory Aide
Senior Nursing Assistant
Senior Orderly
Senior Physical Therapy Assistant
Senior Porter

Statistical Typist
Sterile Processor
Sterile Services Aide
Sterile Services Instrument Aide
Stock Clerk
Stockkeeper
Surgical Boarding Clerk
Trans-Vac Operator
Ultrasound Technician Trainee
Voice/Data Systems Technician
Warehouse Delivery Clerk
Washman

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except discharged and disciplined employees for reasons other than Union activity.

C. Bargaining unit positions shall not be reallocated or retitled for the purpose of removing the same from the bargaining unit. The Personnel Director shall notify the Labor Relations Department of current reallocation or retirement petitions, who shall relay the message to the bargaining unit representative. The bargaining unit representative may review and discuss the reallocation or retirement of the classification with the Personnel staff if the bargaining unit disagrees with the Personnel staff. If the bargaining unit disagrees with the reallocation or retirement, the appeal process shall be followed.

D. The Personnel Director shall notify the Labor Relations Department of newly created classifications known to be eligible for membership in a bargaining group. The bargaining unit representative may review and discuss the allocation of the classification with the Personnel staff. If the bargaining unit disagrees with allocation, the appeal process shall be followed.

SECTION 2. PLEDGE AGAINST DISCRIMINATION AND COERCION

The provision 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, height, weight, non-disqualifying handicap, national origin, religion, or political affiliation.

Hurley Medical Center and 1603 will comply fully with the non-discrimination provisions of all State and Federal laws and regulations by assuring that the recruitment, hiring, training, upgrading, promotion, retention or any other personnel action will be accomplished without regard to race, color, sex, religion, age, national origin or physical handicap, except where age, sex, or physical requirements contribute a bona fide occupational qualification necessary to proper and efficient administration.

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

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

The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 3. MANAGEMENT'S RIGHTS

The Medical Center will retain all rights, responsibilities and prerogatives normally exercised by the Medical Center in the past, subject only to such restrictions of those rights as are expressly provided in this agreement.

The Union recognizes the Hospital's right to establish reasonable work rules and reasonable regulations, not inconsistent with the terms of the collective bargaining agreement between them, for the purpose of maintaining order and discipline. The penalties under such rules concerning discipline shall be progressive in scope. The hospital shall give the Unions and the Employees fourteen (14) days advance notice of the effectiveness of such rules and regulations. During such fourteen (14) days, the Union may request a joint conference to discuss the same, and such conference will be held

before the effective date of such rules and regulations. The Union reserves the right to question the reasonableness of any such rule or regulation through grievance procedure, including arbitration.

SECTION 4. AGENCY SHOP

A. Employees not members of the Union who desire membership in the recognized bargaining unit shall confirm their desire to join for the duration of this agreement by initiating their Union Application Forms. Employees will be admitted to Union membership without the payment of an initiation fee, providing their Union membership application is submitted within thirty (30) days of the effective date of this agreement.

B. Any person certified and employed with Hurley Medical Center on/or after January 1, 1947, and covered by this agreement who is not a member of aforesaid Union and does not make application for membership within thirty (30) days from the effective date of this agreement or the date of employment, whichever is later, shall as a condition of employment, pay to the Union each month a service fee as a contribution towards the administration of this agreement in an amount equal to the regular monthly Union membership dues of the aforesaid Union. Such service fee shall be paid on/or after his/her thirty-first (31) day of employment or thirty (30) days after the effective date of agreement, whichever is later. Employees who fail to comply with this requirement shall be discharged by the Employer within fifteen (15) days after receipt of written notice to the employee from the Union, unless the Medical Center is notified by the Union in writing, within fifteen (15) days, and provided that the Union shall release the employing Department from fulfilling the obligation to discharge if during the fifteen (15) day period following notice to the Employer from the Union, the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this agreement.

C. The Union agrees that in the event of litigation against Hurley Medical Center, its agents or employees arising out of this provision, it will defend and indemnify and hold

harmless Hurley Medical Center, its agents or employees from any monetary award arising out of such litigation.

D. If any provision of this Section is invalid under Federal law or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

E. The employer will not aid, promote, or finance any labor groups or organizations which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the union.

SECTION 5. UNION DUES AND INITIATION FEES

A. Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Payroll Deduction Form.

B. Check-off deductions under all properly executed Authorization for Payroll Deduction Forms shall become effective at the time the authorization is signed by the employee and shall be deducted from the second pay of the month and each month thereafter.

C. Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted during the following week. The Union hereby agrees to indemnify and save the Employer harmless from any and all liability that may arise in consequence of application of the Union Security and dues check-off clauses. Such indemnity shall include, but not be limited to, reimbursement of any dues, fees, or assessments that the Employer would be ordered to pay back to employees; it shall also include court costs and attorney fees.

D. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

E. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the

Local Union, and if not resolved, may be decided at the final step of the grievance procedure.

F. All members will be permitted to voluntarily sign payroll deduction cards to contribute to Local 1603's political action committee.

SECTION 6. SENIORITY AND LAYOFF

I. Seniority

A. 1. (a) A separate seniority list will be maintained for certified, full-time employees who have attained permanent status.

(b) A separate seniority list will be maintained for certified, part-time employees who have attained permanent status, upon completion of 1040 hours.

(c) In the event there is a tie in seniority dates, the employees with the same seniority date shall be ranked by their most recent hire date and the employee with the longest period of employment shall be deemed the most senior employee. If this process does not eliminate all the ties, the last four digits of the Social Security number of those employees who are still tied shall be rank ordered and the employee with the lowest number shall be deemed the most senior employee.

2. Seniority shall accrue in Classification and department for continuous employment with the Medical Center from the date of hire. Continuous employment shall mean service with the Medical Center without interruption or break. The following shall not be considered as breaks in employment; however, during listed absences, seniority will be retained but not accrued:

a) leaves of absence without pay which extend for two weeks or more;

b) layoff;

c) suspensions;

d) non-disability retirement;

e) any unauthorized absence for two weeks or longer which does not result in the employee's separation from service.

The following shall not be considered as breaks in employment. Benefits and seniority shall continue to accrue during such periods of absence. Such additional benefit and seniority accrual will be credited only when the employee returns to duty:

- a) periods covered by Worker's Compensation or duty disability retirement;
- b) any military leave provided for in Section 26.

The following shall not be considered as breaks in employment. Benefits will be retained, but not accrued, and seniority shall continue to accrue during such periods of absence. Such additional seniority accrual will be credited only when the employee returns to duty:

- a) Any approved educational leave as provided for in Section 28;
- b) Any leave for Union business as provided in Section 8, paragraph A;
- c) Military leave and returning servicemen as provided in Section 41.

3. Full-time employees who are transferred to a part-time status because of a reduction in the work force shall continue to accrue seniority as though they were still full time. B. Upon successful completion of the required probationary period, an employee who has been promoted will be granted seniority in his new classification in accordance with his total accrued seniority with the Medical Center as defined above. However, an employee who is promoted from a trainee classification will not be required to complete another probationary period. Additionally, employees who are demoted shall not be required to serve an additional probationary period.

C. An employee, solely, within the bargaining unit, with seniority in a department shall be selected for an apprentice training program in another department other than the one in which he has seniority, may make application for a leave of absence for the time he is in apprentice training. For the first ninety (90) days, the employees in the apprentice training may voluntarily return to their former position. At any time during the first one hundred eighty (180) days of apprentice training, the apprentice may be transferred out of the program and returned to his former position for just cause on the part of the Medical

Center and with recourse only to the apprentice committee. This shall not limit the right of the Medical Center to discipline a probationary apprentice for cause for matters not related to his training as an apprentice. If, on account of his unsatisfactory performance in the training program, an employee is removed from the program after his completing his first one hundred eighty (180) days, he will be granted the right to return to the first opening in his former classification or other classification for which he is able to do the work. Seniority shall accumulate in the department that granted the leave during the time he is in the apprentice training program and shall be broken in that department upon the placement as a journey person in the department in which he has completed his apprentice training program.

D. An employee who transfers from one department to another in the same pay level shall be granted seniority in accordance with his total seniority with the Medical Center upon completion of three (3) months of satisfactory service in the new department.

E. Employees shall lose all accrued seniority for any of the following reasons:

1. Discharge
2. Resignation, including:
 - a) failure to return to work within a calendar week when recalled from lay-off; on request the return may be extended for an additional week.
 - b) failure to return to work within six (6) days of expiration of an approved leave of absence (three (3) months in the case of military leave) unless an extension of the leave has been authorized;
3. Retirement
4. Layoff for more than two (2) years.

F. Seniority List. The Employer will supply the Union with a roster of all employees within the bargaining unit showing name, address, work status and date of hire as soon as possible after the effective date of this agreement. Bi-weekly thereafter the Employer will supply the Union with the same information for all new hires and/or separations.

II. Layoff

A. The Hospital Director shall have the responsibility and authority to determine when and in which departments layoffs will be made.

B. Layoffs or reductions within classification and department shall be made in reverse order of total accrued seniority. Recalls shall be made in order of total accrued seniority within classification and department. Names of employees who are laid off shall be placed on a re-call list for the appropriate classification and department. Names shall remain on the appropriate list for two years from the effective date of the layoff. No new employees may be hired in the department if a re-call list exists for the classification and department. In the event of recall, full-time and part-time employees will only be referred to vacant positions in other departments which are comparable positions, providing they possess the basic requirements for the vacant positions in such departments. Such employees shall be given a reasonable period of time (usually three (3) months) for on-the-job training and development of specific skills and/or knowledge. If three or more such employees are available for referral, no new applicant shall be employed from outside the Medical Center.

1. If an employee refuses or fails to appear for an interview for a comparable position, either in the same department as previously employed or another department of the Medical Center, his/her name shall be removed from the recall list and their employment status shall be terminated immediately. It shall be the responsibility of the employee to furnish and maintain a current address and phone number to the employment office of the Medical Center.

2. A comparable position shall be defined to be a position of equal or lower compensation, but provide the same status, amount of hours and benefits, to that which was received prior to the layoff.

3. Employees will be asked, at the time of layoff, if they wish to be considered for an interview for less than a comparable position and must state their desire at that time. If the employee states his/her desire to be considered for interview, and after such interview, decides not to accept a less than comparable position, they shall notify the employment office and their name shall remain on the layoff list in accordance with the

provision of the Local 1603 agreement. However, an employee will only be allowed to refuse a less than comparable position once. Afterwards, he/she will only be referred to positions as outlined in Section 6, II-B above.

C. If any employee is to be laid off, and if a vacancy exists within the bargaining unit in another classification for which he possesses basic requirements, he may elect to be transferred or reduced to that classification.

D. Layoffs within classification and department will be made in the following order:

1. Temporary or emergency employees
2. Provisional employees
3. Seasonal employees
4. Probationary employees
5. Part-time employees
6. Full-time employees

E. Names of probationary employees who are laid off shall be returned to the Personnel Department's eligibility list from which they were certified.

F. Thirty days advance notice should be given to the Union when a layoff program is to be instituted.

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

III. Filling of Vacancies

The parties agree that if Management is going to fill a full-time position with a part-time employee in the same classification and department, the hire date of the part-time employee (regardless of status i.e. Pt2 or Pt3) will be used as the determining factor for seniority for placement into the position. This does not restrict Management's right to determine when an opening exists.

Vacancies in higher positions shall be filled so far as practicable by the promotion or advancement of employees. Vacancies within the bargaining unit shall be filled by the following methods:

A. Transfers within classification and department: The head of any department in which a position is to be filled, providing there are employees in that department who are in the same classification, will post such vacancy on the bulletin board for that department for five (5) calendar days.

1. Upon such notification of a position vacancy occurring within a department, a qualified employee who has completed six (6) months of service within the department may exercise his/her seniority for the selection of a job preference within the classification held by the employee by making application to their department head. No employee shall be allowed to exercise job preference rights more than once in any twelve (12) calendar months.

2. Filling of vacancies by job preference shall be limited to two (2) moves resulting from any one vacancy.

3. Should Management find it necessary in the course of business to institute a reorganization which brings about substantial changes either in work location or job assignments, employees in the affected areas will be given an opportunity to bid on such changes in jobs on a seniority basis.

B. Recall from layoff, as stated above.

C. Department Promotions

1. All employees who meet the following requirements shall be eligible to apply for departmental promotions.

a. Meet the minimum entrance requirements for the position.

b. Are working when their application is submitted. Employees on vacation are considered to be working. However, it is the responsibility of the employees on vacation to make themselves aware of the recruitment and to submit their application before the recruitment closing date.

2. Examinations (written, oral, performance, assessment center, etc.) shall be scored on a pass/fail basis with 70% being the minimum passing score. If more than

one (1) type of examination is given, (i.e., written and oral) a passing score must be attained on each examination in order to receive an overall passing score.

3. All applicants who pass the examination procedure shall be ranked by their total examination score, and the top three employees shall be certified to the appointing authority. The appointing authority shall make his/her selection from the employees certified. All employees certified to the appointing authority, shall be interviewed by the appointing authority, and those employees not selected shall receive a written statement from the appointing authority stating the reason(s) they were not selected.

4. In the event there is only one (1) employee in the department who is eligible and interested in the promotion, the appointing authority may request a non-competitive promotion for that individual.

5. In the event there are less than two (2) employees certified to the appointing authority, the appointing authority may request that an interdepartmental promotion be conducted. When an interdepartmental promotion is conducted, those employees on the departmental promotion eligible list for the position shall be included as part of the three (3) employees certified to the appointing authority from the interdepartmental eligible list.

6. All employees promoted or laterally transferred shall be required to serve a trial period. During this trial period, either the employee or the Medical Center may elect to return the employee to his/her former position. The trial period shall end 2 weeks (14 calendar days) after the employee has received his/her first probationary performance appraisal in the new position. Employees who complete the trial period but do not successfully complete the remainder of their probationary period shall be returned to their former classification and department if a budgeted vacancy exists. If there is not a budgeted vacancy in the employee's former classification and department, the employee shall be laid off and their name placed on the layoff list for their former classification and department.

D. Inter-Departmental Promotion

1. All employees who meet the following requirements shall be eligible to apply for interdepartmental promotions:

- a. Meet the minimum entrance requirements for the position.
- b. Are working when their application is submitted. Employees on vacation are considered to be working. However, it is the responsibility of the employees on vacation to make themselves aware of the recruitment and to submit their application before the recruitment closing date.

2. Examinations (written, oral, performance, assessment center, etc.) shall be scored and ranked from the highest score to the lowest score, with 70% being the minimum passing score. If more than one (1) type of examination is given (i.e., written and oral), a passing score must be attained on each examination in order to receive an overall passing score.

3. All applicants who pass the examination procedure shall be ranked according to their overall examination score, and the top three applicants shall be certified to the appointing authority. If there is a departmental promotion eligible, he/she will be included in the three to be certified. The appointing authority shall make his/ her selection from the employees certified. All employees certified to the appointing authority shall be interviewed by the appointing authority, and those employees not selected shall receive a written statement from the appointing authority stating the reason(s) they were not selected.

4. In the event there is only one (1) employee in the Medical Center who is eligible and interested in the promotion, the appointing authority may request a non-competitive promotion for that individual.

5. In the event there are less than three (3) employees certified to the appointing authority from an interdepartmental list, the appointing authority may request that an open recruitment be conducted. Before the Personnel Director grants such request, the department head must submit reasons, in writing, to the Personnel Director stating why each certified candidate is not acceptable. These reasons shall be reviewed by the Personnel Director. If the Personnel Director feels the reasons are not valid, the request will be denied. If the request is granted, the Personnel Director shall notify the

Bargaining Chairperson, in writing, the reasons therefore. When an open recruitment is conducted, those employees on the departmental and/or interdepartmental promotion eligible lists for the position shall be included with the applicants certified to the appointing authority from the open recruitment eligible list.

6. All employees promoted or laterally transferred shall be required to serve a trial period. During the trial period, either the employee or the Medical Center may elect to return the employee to his/her former position. The trial period shall end 2 weeks (14 calendar days) after the employee has received his/her first probationary performance appraisal in the new position. Employees who complete the trial period but do not successfully complete the remainder of their probationary period shall be returned to their former classification and department if a budgeted vacancy exists. If there is not a budgeted vacancy in the employee's former classification and department, the employee shall be laid off and their name placed on the layoff list for their former classification and department.

SECTION 7. VISITS BY UNION REPRESENTATIVES

The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees (AFSCME), whether district council representatives, or international representatives, shall have reasonable access to the premises of the Employer to conduct business relating to administration of this agreement. Such representatives shall give advance notice of their desired meeting to the Labor Relations Office or Administration, who will arrange a time and place for the meeting without undue delay.

SECTION 8. UNION BUSINESS

A. Employees who are elected or appointed as full-time paid Union representatives serving the Union shall be granted a leave of absence for such purpose, which shall be approved on an annual basis with application for continuance of said leave to be made by written notice to the Employer fifteen (15) days prior to the end of the leave period and with written notice of termination of said leave to be made to the Employer fifteen (15) days in advance of the date of termination.

B. Any officers of the Union or any delegates certified by the president or chapter chairperson of the Union to any Union activity necessitating a leave of absence shall be granted such leave without pay for a minimum of two (2) hours. Written notice for such leaves, giving the length and the function of the leave, shall be given to the Labor Relations Office of the Medical Center as far in advance as possible, but in no event later than the day prior to the day such leave is to become effective, except when the Labor Relations Office is closed, the Union officers who are to be absent for Union activity will call the telephone operator, who shall give them a call-in number.

Employees shall continue to accrue vacation days while on union business leave without pay when the leave is less than two (2) weeks in duration. Recrediting of time deducted from the employee's vacation total shall occur once a year. Requests for vacation credit lost due to a union leave without pay must be submitted to the Personnel Department by June 1 of the fiscal year.

C. Two delegates selected by the Union and employed by the Hospital shall be granted leave without loss of pay to attend official A.F.S.C.M.E. meetings, other than conventions, provided that such meetings will be limited to two (2) per calendar year. Paid leave granted to such delegates shall not exceed forty (40) hours per delegate per meeting. The names of such delegates, together with the time, date, place and purpose of such meeting, shall be submitted to the Labor Relations Office by the President or Chapter Chairperson of the Local Unit at least ten (10) days prior to the date of such meeting.

SECTION 9. UNION BULLETIN BOARDS

The Employer agrees to furnish and maintain suitable bulletin boards in mutually agreeable places in each building to be used by the Union. Notices approved by the President and/or Chairperson of the Grievance Committee shall be delivered by the Union to the Labor Relations Office of the Hospital. The Labor Relations office will stamp the notices approving them for posting and will post the notices on the bulletin boards. The Employer will not attempt in any way to censor or edit notices presented by the Union.

However, the Union will not post anything that is derogatory or detrimental to the Hospital, and such material will be signed by the President or his or her designate.

SECTION 10. UNION ACTIVITIES ON THE EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, the President of the local Union and Grievance Committee members shall be allowed to:

A. Distribute union literature, provided that such literature is expressly authorized by the President of the local Union or the Chairperson of the Grievance Committee.

B. Attend Union-Management negotiation meetings; provided however, that no more than three (3) union members shall attend such meetings with pay; and, provided further, that this paragraph B shall also apply to any authorized meetings with the Civil Service Director or the Mayor of the City of Flint.

C. Transmit communications authorized by the President of the local Union or the Chairperson of the Grievance Committee to the employer or his representative.

D. Consult with the Employer or his representative concerning the enforcement of any provisions of this agreement. Any abuse of the intent of this section shall be a proper subject for a special conference.

SECTION 11. CONFERENCES

Regular meetings for the discussion of important matters will be held once in a calendar month at a mutually agreed upon date. Such meetings will be attended by at least two (2), but no more than four (4) representatives of the Union employed by the Hospital. At least 24 hours notice of the agenda will be given by each party and the discussion in these meetings will be limited to those included in the agenda, except by mutual agreement. These meetings will be held between the hours of 9:00 a.m. and 4:00 p.m. Union representatives will not lose time or pay for time spent in such meetings. These meetings may be attended by a representative of the Council and/or a representative of the International Union. Special conferences for important matters that may arise between such regular meetings may be arranged between the Chairperson of the Grievance

Committee or his designated representative, and the Director of the Medical Center, or his designated representative. The same rules shall apply in special conferences as outlined above for regular meetings.

SECTION 12. UNION REPRESENTATION

It is mutually recognized that the principle of proportional representative which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation, and will be a principal factor in determining the number of committee persons that are functioning under the agreement.

SECTION 13. GRIEVANCE COMMITTEE

A. In order to maintain responsible and stable functioning relationships between employees, the Union, and the Medical Center Administration, it is agreed that employees will be represented exclusively by a Grievance Committee composed of eleven (11) committeepersons, not including the Chairperson and eleven (11) alternate committee persons and one (1) alternate chairperson, each of whom shall be a regular full-time employee of the Medical Center with at least one (1) year of seniority. An alternate committeeperson for each designated zone and selected by the Union shall function only in the absence of the regular committeepersons in their respective zone.

B. The names of the selected committee persons and their alternates, the Chairperson and his/her alternate, will be furnished to the Labor Relations Office in writing by the President or Chairperson of the Union at least three (3) days prior to the effective date of assuming duties of office.

C. Committeepersons shall have the right, without loss of pay, to investigate employee complaints and to initiate written grievances pertaining thereto, provided however, that such committeepersons comply with the terms and conditions hereinafter set forth:

1. Each Committeeperson shall have a definitely designated zone of responsibility and must regularly work in the zone which he represents.

2. Committeepersons shall work at their regular work assignments for the first hour of their respective shift, except for suspensions or discharges occurring within their zone.

3. Committeepersons shall handle grievances only on their respective shifts and only on days they are scheduled to work. Committeepersons normally will not be re-assigned to another work area, shift, or days off during the term of their appointment unless the efficiency or effectiveness of the department is impaired, or the committeeperson is exercising his/her rights under Section 6, II, paragraph G, or by the mutual agreement between the Union and the employer.

4. The Chairperson of the grievance committee or his/her designate shall function solely as the representative of the Union in handling grievances at the third step of the grievance procedure or beyond. He/she shall be allowed as much time during his/her regular working hours as is necessary to further investigate such grievances and to meet with the hospital administration to discuss such grievances. The chairperson shall be compensated in accordance with the previously established agreement between Local 1603 and the Medical Center. Nothing in this paragraph shall be interpreted to abridge the rights of the Chairperson as outlined in any other Section of this agreement.

5. Nothing in the foregoing paragraphs shall be interpreted to mean that a Committeeperson or the Chairperson of the Grievance committee may spend any time away from his or her job during his or her regular scheduled working hours for any purpose other than investigation or adjustment of grievances within his authorized sphere of activity.

D. A Committeeperson shall leave his job or work area only for the purpose of processing grievances in the first or second step of the procedure and only upon receipt of notification from the Labor Relations Office or his/her responsible departmental supervisor during hours that this office is not open, at which time a case number will be assigned. If the grievance is reduced to writing, the case number shall be entered in the upper left hand corner of the grievance form. Upon returning to this job or work area, the committeeperson shall notify the Labor Relations Office or his/her responsible departmental supervisor during the hours that the Labor Relations office is not open.

E. A committeeperson functioning at the second step of the procedure shall obtain proper release from the Labor Relations Office or his responsible departmental supervisor during the hours that the Labor Relations Office is not open, identifying the grievance by case number and indicating the purpose for the release; that is, to receive, to investigate or present the grievance or to meet with the Department Head involved to discuss the grievance. Upon returning to his job or work area, the committeeperson shall notify the Labor Relations Office or his responsible departmental supervisor during the hours that the Labor Relations office is not open. The Employer agrees that the committeeperson will be released promptly.

F. No committeeperson shall be permitted to handle a grievance in a zone other than his own unless the designated committee person for that zone is absent from work for the shift. In such cases, the arrangements for handling grievances will be made between the Chairperson of the grievance committee and the Labor Relations Office.

G. The chairperson of the Grievance Committee by virtue of his or her office and his or her necessity of functioning properly to both Union and Hospital Administration shall be scheduled on a five (5) day, Monday through Friday, basis in an effort to better serve all concerned.

SECTION 14. GRIEVANCE PROCEDURE

A. Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

STEP ONE (1)

(a) If an employee feels he/she has a grievance, he/she should attempt to discuss the matter orally with his/her supervisor, but must state the nature of the complaint. Following the discussion, if he/she still feels aggrieved, he/she may request her/ his supervisor to call a committeeperson. The immediate supervisor shall arrange for the appropriate committeeperson to come to the work area within one hour, except in extreme emergencies, and shall allow the employee and the committeeperson to discuss the grievance privately. If further action is necessary, then the committeeperson shall discuss the grievance with the immediate supervisor.

(b) If the grievance is not thereby disposed of, it shall be submitted immediately, in written form, by the committeeperson to the immediate supervisor. The immediate supervisor shall place his written position on the grievance form within two (2) working days and return it to the committeeperson.

STEP TWO (2)

(a) If the immediate supervisor's answer is unsatisfactory, or if no answer is given, the committeeperson may submit the grievance in writing to the appropriate Department Head within three (3) working days following the date the answer was given, or was due to be given at the first step. A meeting of the committeeperson and the Department Head or his or her designated representative will be held within seven (7) calendar days from the date the grievance is received by the Department Head. The Department Head shall place his disposition of the grievance in writing on the grievance form and return it to the committeeperson within three (3) working days.

(b) In departments where the immediate supervisor and the Department Head are the same person, the second step of the grievance procedure will be bypassed entirely and the grievance will be presented at the third step as outlined below.

STEP THREE (3)

If the grievance still is unsettled, the Union may, within (7) days, submit the grievance to the Director of the Hospital or his or her designate. A meeting between representatives of the Union and the Director of the Hospital or his or her designate will be held to discuss the grievance within seven (7) calendar days from the date the grievance is received by the Director of the Hospital. The Director of the Hospital shall place his disposition of the grievance in writing on the grievance form and shall return it to the chairperson of the Grievance Committee within seven (7) days.

STEP FOUR (4)

(a) If the grievance still is not settled, the Union may, within thirty (30) days after the written reply of the Medical Center Director or his/her designate, request arbitration. The Union and Medical Center shall, within thirty (30) days following

the request for arbitration, mutually select an arbitrator to hear the grievance. Such selection must be in written form and signed by both parties.

(b) All grievances involving contract interpretation matters shall be appealed via the arbitration procedure and all other matters to either the Civil Service Commission or arbitration. Additionally, the parties will select one arbitrator to handle interpretation issues.

(c) The arbitrator will be selected by one (1) representative of the hospital management and one (1) representative of the union.

(d) The arbitrator shall have no power to add to or subtract from, or modify any of the terms of this agreement or any supplementary agreements thereto.

(e) No findings involving wages shall be made for more than thirty (30) calendar days retroactively from the date the grievance was submitted. The arbitrator will be requested to make his best effort to issue his written ruling within fifteen (15) days following the conclusion of hearings or arguments in the case.

(f) The expense of the arbitrator will be shared equally by both parties. Each party will be responsible for compensating its own witnesses and representatives.

(g) The arbitrator's decision shall be binding on both parties and the Union and Hospital will discourage and will not cooperate with or give aid in any appeal from such decision to any court or appeal board.

(h) If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided they pay for the record and make copies available to the other party and the arbitrator.

(i) No decision of the arbitrator or of the Hospital management in one (1) case shall create a basis for a retroactive adjustment in any other case prior to the date or written filing of each such specific claim.

B. Withdrawal of Grievances

1. The Union 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 form. Any grievance so withdrawn may not be carried any 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.

C. Time Limits

The grievance procedure has been developed to permit adjustment of complaints in an orderly and timely fashion with a minimum interruption of work performance. It is essential that all parties in the procedure strictly adhere to the time limits. This adherence will result in better relations and few major employee relations problems.

In the spirit of cooperation that must prevail, a sincere attempt should be made by both parties to settle grievances at the earliest possible step. This does not preclude the settlement of problem situations on a one-to-one basis prior to instituting the formal grievance procedure.

1. Any grievance which is formally presented at any step of the grievance procedure and is not advanced to the next higher step by the Union within the specified time limits is presumed settled on the basis of the last answer given. No grievance so settled can be reactivated at any future time or made the subject of any further appeal.

2. However, if a grievance is answered with the specified period and the Union representative who submitted it at that level fails to pick it up, the chairperson of the Grievance Committee will be notified to pick it up. The Union will have half the specified time for pursuing the grievance under the grievance procedure to take it to the next step. The applicable time limit will begin at the time the chairperson is notified.

3. If either party fails to act appropriately during the specified time limits at the third step, the grievance will be presumed as answered in accordance with the other party's last position.

4. If the Employer fails to respond within specified time limits at any other step, the committee person may reclaim the grievance and process it to the next step. However, the Employer agrees that time limits will not be used to circumvent any step in the grievance procedure.

5. Any claim, including claim for back wages, by an employee covered by this agreement, or by the Union against the Employer, shall not be valid unless filed within fifteen (15) days following the knowledge of the occurrence by the employee or the Union, as the case may be, unless the claim is based on a violation which is continuing or circumstances made it impossible for the employee, or for the Union, to know that grounds for such a claim existed prior to that date, in which case the claim shall be limited retroactively to a period of thirty (30) calendar days prior to the date the claim was first filed in writing.

D. If the subject matter of a grievance shall involve the employees of more than one (1) department, or if such subject is of an emergency nature, or involves a matter of broad hospital policy, the grievance shall be initiated at the third step and processed accordingly.

E. An employee who is suspended or discharged shall be informed by the Supervisor at the time he or she receives such suspension or discharge of his or her right to request Union representation.

SECTION 15. NORMAL WORK SCHEDULE AND OVERTIME

I. Normal Work Schedule

A. A normal work day for full-time employees shall consist of eight and one-half (8½) continuous hours, including an unpaid lunch period of one-half (½) hour. Whenever practical, a lunch period shall be scheduled at approximately the middle of the shift. All employees shall have two (2) rest periods of fifteen (15) minutes per eight (8) hour day to be scheduled by the immediate supervisor. Said periods shall not be cumulative. Employees who are requested to work a double shift for replacement purposes and who accept such assignment should be granted a 15-minute rest period within one (1) hour after the beginning of the overtime shift. This period is in addition to the regular rest period as outlined above.

B. All work performed shall be considered as accomplished on the date that the majority of hours are worked. It is recognized that 12:00 midnight is the beginning of the day.

C. All employees shall record their work hours on hospital time clocks.

Employees shall punch only their own time card. Employees shall report any errors they make in punching their time card to their supervisor.

D. A normal work week in non-continuous operations is defined as being forty (40) hours in a calendar week; normal work periods in continuous operations are defined as being eighty (80) hours in a two (2) week pay period.

When and in the event the parties agree to alternate shifts, all employees shall receive overtime for any hours worked over forty (40) in a week when working such alternate schedule, e.g., ten (10) or twelve (12) hour shift/schedule. Overtime for working in excess of forty (40) hours in a week and 10 or 12 hours in a day shall be paid instead of overtime based on over eight (8) in a day and eighty (80) in a pay.

Employees regularly working 10 hour shifts may use 10 hours of benefit time when granted an entire shift off work. Additionally, if such 10 hour shift employee is sent home due to low census, he or she may use benefit time to supplement worked time in 2 hour increments up to 10 hours total.

E. Any employee, full or part-time, scheduled to report for work and who presents himself for work as scheduled shall be assigned at least four (4) hours of work.

F. New employees who are instructed to report for work at a given time and are subsequently sent to the Personnel Office for processing shall be considered on duty.

G. New employees who are processed prior to the date of actually reporting for work shall not be considered on duty during the processing period.

II. Overtime

A. All hours worked over the normal work period must be approved in writing by the Department Head or his or her designate before being allowed.

B. Employees who work in excess of eight (8) hours in any one (1) twenty-four (24) hour period or anytime in excess of their normal work week or work period as determined in accordance with paragraph 15D above shall be paid overtime premium pay at the rate of one and one-half (1½) times their basic rate of compensation for such excess.

C. If any employee, full or part-time, is required to work in excess of seven (7) consecutive days, then any consecutive days thereafter shall be at premium compensation, except by mutual agreement, provided however, that such premium shall not be paid for more than seven (7) consecutive days.

D. All full-time employees shall be scheduled every other Saturday and Sunday off duty. In the event that any employee is scheduled on duty for two (2) consecutive weekends, without mutual agreement between both parties, the second weekend's work shall be at premium compensation.

E. All Departmental work schedules shall be posted at least one (1) week in advance. Full-time employees will normally be guaranteed against changes in a work schedule, once it has been posted. Any hours worked by full-time employees other than those posted, will be paid at the rate of time and one-half (1 1/2), even though another day off might be scheduled for them subsequently. However, no premium pay shall be due if the change to the schedule is by written mutual agreement between the supervisor and employee.

The Medical Center shall make every attempt to give part-time employees 24 hours advanced notice of changes to the posted schedule. Should the Medical Center fail to provide written notification to the employee, and he/she reports as scheduled, he/she will be scheduled at least four hours of work. If a new day is scheduled for the employee without the same prior notice, the employee will not be subject to discipline.

The above does not waive or abrogate the Medical Center's right to call part-time employees in to work on non-scheduled days, nor change the Medical Center's rules relative to employees providing it with current phone numbers and addresses.

F. Employees who are called in to work a regular shift after the start of the normal working day shall be paid a minimum of eight (8) hours if they work in excess of four (4) hours and if they report within one (1) hour of the time they are called. If employees work four (4) hours or less under these provisions, they shall be paid for four (4) hours. Any overtime pay due the employee under this provision shall be paid only for the hours, or fractions thereof, actually worked.

G. The Employer shall, whenever possible, give six (6) hours notice of request that employees work overtime. Overtime shall be voluntary, subject to the following conditions. The Employer shall request the most Senior employee first, to work overtime; if offered overtime is rejected by the most Senior employee, the Employer shall then request other employees in descending order of seniority to work overtime. If all employees reject the overtime offer, the most junior employee can then be required to work the overtime, subject to the general concept of equalization of overtime as stated below. Regarding equalization of overtime, overtime hours shall be divided as equally as possible among employees working within the same classification who are able to do the work available. If overtime is offered, overtime hours will be equalized within shift unless consecutive day overtime would be created. If no volunteers are obtained from the shift where the overtime work is required, then the procedure for soliciting volunteers (as defined above) shall be implemented utilizing the concept of equalizing across the various shifts. Management also retains the right to avoid consecutive day overtime via such equalization. It shall be the responsibility of each employee who desires overtime to notify the appropriate Department Head in writing, with a duplicate given to the employee, of his or her desire, so that his or her name can be placed on an overtime list. Whenever overtime work is required, the employee with the least number of overtime hours previously accrued shall have the first opportunity to work such overtime. In all cases where the overtime hours are equal between two (2) or more employees, the employer having the longest seniority shall have the first opportunity to work the overtime hours. Employees who are offered the opportunity to work overtime, but who do not choose to work, shall be charged the number of overtime hours worked by the person who works in his place. A record of overtime hours worked will be kept from July 1 of each year through June 30 of the following year.

A record of overtime hours worked by each employee shall be posted on the department bulletin board monthly. If all employees, asked by order of seniority, to work overtime refuse, then the most junior employees will be required to work overtime.

For the purpose of computing overtime hours for full-time employees, approved absences, i.e., holidays, sick leave, personal days, special holidays, vacations shall be counted as hours worked.

SECTION 16. EMERGENCY CALL-IN

A. When an employee is brought back to work on emergency call-in, he shall be paid for two (2) hours at the overtime rate of pay.

B. If the emergency work exceeds two (2) hours but less than four (4), the employee shall be paid for four (4) hours at the overtime rate of pay.

C. If the employee works in excess of four (4) hours, he shall be paid for the hours worked at the overtime rate of pay.

D. When a department implements an "on-call" procedure with the concurrence of the bargaining unit, the following guidelines will apply. This practice may be discontinued upon the proper written notification of either party.

1. The hours for "on-call" will be established by appropriate department heads.
2. Employees will be scheduled "on-call" in advance and the schedule will so indicate. Any change in "on-call" assignment must be arranged by the employee assigned the on-call responsibility and must be communicated to the immediate supervisor two hours prior to the scheduled on-call hours. "On-call" time will be divided as equally as possible among employees within that classification.
3. The employee "on-call" must come in when called. The employee will clock in and out his/her time card whenever they actually work during the "on-call" period.
4. Employees who are required to perform stand-by duty shall be paid a bonus of twenty (20) percent of their base salary for each hour of stand-by not to exceed eight (8) hours for each day of stand-by or forty (40) hours per week when required to perform such services and shall receive overtime pay for all hours required to work while on stand-by.

5. It shall be the responsibility of the employees who desire "on-call" to notify the appropriate Department Head in writing.
6. Employees on-call will be provided with a beeper.

Supervision - Change in Orders

As a matter of policy, higher supervision should issue changes in orders to individual employees only in case of an extreme emergency; otherwise, orders should be relayed through the employee's immediate supervisor.

SECTION 17. HOLIDAYS

A. The following are the holidays for all full-time employees: New Year's Eve Day, New Year's Day, Martin Luther King Birthday Holiday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.

Employees who do not work at all on said holidays shall receive their normal pay for the particular day in question.

B. All hours worked on those holidays specified above shall be considered as overtime hours and shall be paid for at premium overtime rates for all employees regularly working thirty (30) hours or more per week. The overtime pay referred to above for full-time employees working on holidays is over and above the pay they would receive in event they did not work on said holidays.

C. Both overtime and time and one-half for holiday rates shall not be paid for the same hours worked. Premium payments are not to be duplicated.

D. Employees who are on unauthorized leave their last scheduled day preceding or their first scheduled day following a holiday shall forfeit all pay for that holiday. An employee scheduled to work on a holiday and who fails to report for work, and whose absence is not authorized, shall forfeit all pay for that holiday.

E. Full-time and part-time employees shall be scheduled to work either Christmas Eve and Christmas Day or New Years Eve and New Years Day. Scheduling of the eve and/or day of the respective holiday will be based on departmental needs. Full-time

employees shall be scheduled to work either Memorial Day or the 4th of July and shall be scheduled to work either Labor Day or Thanksgiving. Conflicts will be settled on a rotating basis.

F. Those employees who separate from the service prior to the accumulation of 1,040 hours of service credit, and who have received holiday pay or compensatory time off in lieu thereof, shall have deducted from their separation pay an amount equal to that previously received as holiday pay or compensatory time off in lieu thereof.

G. If a regular holiday falls on an employee's regularly schedule day off, then that day shall be the employee's regular holiday and another day off will be assigned, within the same pay period, in conjunction with one of the employee's regular scheduled days off during such pay period. An employee who works on a holiday, which would normally have been his day off, will receive pay as provided in A and B above.

H. Any employee shall be compensated at premium rate as well as holiday pay for any regular holidays worked. This shall not count in the computation of overtime hours.

SECTION 18. SPECIAL HOLIDAYS

A. All full-time employees, excepting those covered by subdivision "B," who would otherwise have been required to work on the following special holidays shall be entitled to a day off with pay, not to exceed eight hours, at their normal rate of pay for the following special holidays: their birthday and the day after Thanksgiving.

B. Full-time employees who are required to work on said above designated special holidays shall receive time off equal to the special holiday time worked on the particular day in question, but not to exceed eight hours and as mutually agreed between the employee and his supervisor. Such employees shall be entitled to take all special holiday compensatory days off on the day immediately before or after any one of their next two regularly scheduled days off.

C. In the event said special holidays occur on days not scheduled for work for employees not covered in Section A and B, said employees shall be entitled to a compensatory day off as approved by the Department Head.

D. Employees who are on unauthorized leave the day preceding or the day following a special holiday shall forfeit all pay for that special holiday.

E. An employee scheduled to work on a special holiday and who fails to report for work, and whose absence is not authorized, shall forfeit all pay for that special holiday.

F. Those employees who separate from the service prior to the accumulation of 1,040 hours of service credit and who have received special holiday pay or compensatory time off in lieu thereof, shall have deducted from their separation pay an amount equal to that previously received as special holiday pay or compensatory time off in lieu thereof.

SECTION 19. NIGHT BONUS

When four (4) or more hours fall within a given shift as generally defined herein, employees shall be paid at the rate of that shift. Nothing in this provision shall constrict Management Rights to establish shifts and starting times.

If an employee entitled to night bonus under this section works overtime, the overtime rate shall be calculated using both the base rate and the night bonus.

A. First shift shall be any full-time shift commencing between the hours of 7AM and 3PM.

B. Second shift shall be any full-time shift commencing between the hours of 3PM and 11PM. Night bonus of 6.5%.

C. Third shift shall be any full-time shift commencing between the hours of 11PM and 7AM. Night bonus of 8%.

SECTION 20. SHIFT PREFERENCE STATEMENT

The Employer will follow a seniority principle relative to shift preference when efficiency is not impaired and within the various departments and divisions. Employees shall submit, in writing, their shift preferences to their departmental office by June 1st of each year. Such shift preference will be effective on the first Monday of a new pay period, on or following July 1, of each year. A request for any shift change will be

submitted in writing to the department office. Shift changes may be made by mutual agreement between employees, with the approval of the department head, or may be made by mutual agreement between employees and their immediate supervisor, if they work in the same division or unit.

The Medical Center reserves the right to temporarily assign an employee to a specific shift in case of an emergency, including staffing. Such assignment will not be for a period of less than two (2) days, unless at premium rate of pay. However, Management retains the right to make specific permanent shift assignments. The seniority principle will apply relative to the temporary assigning of employees to a specific shift.

In departments which have various starting times on one shift, the earlier permanent starting times will be offered to the most senior full-time employee in the same classification, as the earlier starting times become available, provided efficiency is not impaired.

SECTION 21. PERSONAL LEAVE OF ABSENCE

A. Personal leave of absence without pay for reasons other than specifically provided elsewhere in this agreement, may be granted by the Medical Center. In considering requests for personal leaves of absence, priority shall be given in the order that the requests are received, except that requests of an emergency nature for strong personal reasons beyond the employee's control shall be given top priority.

B. If an employee who has been granted such a leave of absence takes employment elsewhere during the term of such a leave, he shall be considered to have terminated his employment with the Medical Center.

C. If an employee fails to return to work within three (3) consecutive working days (prolonged leave; assume Monday through Friday unless otherwise scheduled) after the expiration of the approved leave of absence, the employee shall be considered to have quit without notice. If there are extenuating circumstances of an emergency nature which the department head considers meritorious, and the employee provides such documentation/proof, an extension shall be granted.

D. Request for leave of absence should be filed in writing prior to the beginning of the period of leave. If this is impossible because of an emergency condition which arises, notification to the department by telephone may be made and the request for leave filed immediately upon the employee's return to duty.

E. Any absence of an employee from duty that is not authorized by a specific grant of leave of absence shall be deemed to be an absence without leave. An employee who is absent three (3) consecutive scheduled work days without properly notifying the Medical Center, shall be deemed to have resigned and his/her name shall be removed from the Payroll Records.

F. 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 such leave, to be re-employed in the same position he held at the time the leave was granted.

G. When a personal leave is granted for a period of more than six (6) months, the employee's position will not automatically be held open for him. If his position is not held open, he shall be so advised at the time a determination is made. If the employee is unable to return within six (6) months, he will be re-employed when a position is available at the level and type of position previously held if he has notified the Medical Center in writing of his desire to return, or in such other position and level in which there may be an opening.

H. A personal leave may be extended to a maximum of two (2) years if requested in writing. The employee's reinstatement rights shall be limited for the first six (6) months, as outlined in paragraph F above, and for the next eighteen (18) months, as outlined in paragraph G above. If the employee is not able to return to work at the expiration of the two (2) year time period, he shall have no reinstatement rights.

I. No leave of absence without pay which extends for five (5) or more working days shall be approved until all accumulated leave with pay has been exhausted, excluding sick leave. The employee shall, when a personal leave is granted, keep the Medical Center informed of any change in his status or condition causing the employee to request leave.

SECTION 22. VACATIONS

A. Vacation leaves shall be computed and accrued, for full-time employees, on the basis of the fiscal year.

B. Consecutive service for purposes of administration of this agreement shall mean employment uninterrupted by resignation or discharge, provided that employees shall not receive credit for purpose of determining eligibility for vacation leave, for absences without pay of two (2) calendar weeks or longer. A fiscal year vacation shall accrue on the following basis:

| Year of Service | Days Accrued | Per Hours Worked | Maximum No. of Days Per Calendar Year | Maximum Accumulation Days |
|------------------------|---------------------|-------------------------|--|----------------------------------|
| Less than 5 | .92 | 173 | 11 | 33 |
| 5 thru 9 | 1.33 | 173 | 16 | 48 |
| 10 | 1.42 | 173 | 17 | 51 |
| 11 | 1.50 | 173 | 18 | 54 |
| 12 | 1.59 | 173 | 19 | 57 |
| 13 | 1.67 | 173 | 20 | 60 |
| 14 | 1.75 | 173 | 21 | 63 |
| 15 and over | 1.84 | 173 | 22 | 66 |

On July 1 of the year following completion of the fifth, tenth, eleventh, twelfth, thirteenth, fourteenth, and fifteenth year of consecutive service, vacation leave shall be credited as having accrued on the above basis for the entire preceding fiscal year.

C. Certain holidays, mentioned in Section 17 hereof, and special holidays, mentioned in Section 18 hereof, falling within a period of annual vacation leave shall not be included as part of such leave.

D. Annual vacation leave may be cumulative but not exceed the maximum set forth. Provided, however, any excess as provided herein shall not be forfeited in the event the employee is on leave or lay-off status or the employee suffers from illness other than that illness arising out of or in the course of their employment within the meaning of the Worker's Compensation Act of the State of Michigan.

E. Vacation schedules for all employees of all departments shall be developed by the Department Head. Requests for vacations shall be made at least six (6) weeks in advance of the time requested. However, vacation request made more than eight (8) weeks prior to the requested vacation will not be honored. The six (6) weeks notice requirement will be waived for employees requesting to utilize three (3) vacation days or less. Notice of approval or disapproval shall be given at least two (2) weeks and not more than six (6) weeks in advance of the period requested, except where the request is for three (3) vacation days or less. Such notice shall be in writing and signed by the Department Head or his/her designated representative and giving a reason for disapproval.

Seniority in terms of length of service will prevail when arranging vacation schedules. Seniority shall prevail on first vacation choices. After all employees have made a choice, seniority shall prevail in the same sequence on all succeeding choices.

In the event a seniority employee's vacation period is denied because of the need for the employee's services, the employee will be paid the vacation allowance in lieu of the request period. Such allowance will be paid by separate check no later than the pay period following the vacation period requested; such employees shall retain the right to request the equal amount of vacation period at a later date without pay.

F. The amount of vacation time with pay that is allowed is the number of days credit earned as of July 1. If an employee makes a request to take a vacation prior to July 1, the amount of time allowed with pay is the number of days credit earned as of the beginning date of the vacation. Employees who take their vacation prior to July 1 may anticipate their maximum earned vacation time with pay as of July 1. If this anticipated

maximum vacation time is taken prior to July 1, the Medical Center will give that employee additional pay on the first pay date following July 1, in an amount equal to the difference between the amount of vacation credit earned as of July 1.

G. No vacation leave shall be used during the calendar year in which said leave is being accrued, except for deductions made for lost time in excess of accrued sick leave as set forth in Section 24.

H. No vacation shall be taken or allowance made or paid until an employee shall have worked one (1) full year, but thereafter such first year of employment shall be considered for purpose of accrual of vacation leave as having been accumulated beginning with the first day of employment, provided, however, that in the case of employees who go into the armed forces of the United States, such employees shall receive allowance for vacation leave computed under the terms hereof from the date of employment without regard to whether said employees have worked less or more than one year.

I. An employee may obtain pay for vacation time one week (Monday through Friday) prior to the beginning date of the vacation by making application for same in writing at least two (2) weeks in advance to his immediate supervisor and obtaining the approval of the Director or his designate and the Comptroller.

J. Upon termination of employment, an employee shall be compensated for his accrued vacation leave at the rate of pay received by said employee at the time the employment is terminated.

SECTION 23. SICK LEAVE

A. Sick leave benefits shall be available as follows at the authorized rate of pay provided in the prevailing salary plan for the position or job actually engaged in at the time the sick leave is used.

B. All regular full-time employees and employees who regularly work thirty (30) hours or more per week are eligible for seven (7) sick leave days on July 1 each fiscal year. Employees shall work at the Medical Center at least 1040 hours before taking advantage of sick leave.

C. Application for sick leave shall be made to the appropriate department head and must be approved for payment by the Personnel Director. Where an employee is absent from duty for a period of three or more consecutive days, a certificate from a licensed physician, noting cause or causes of such absence or other proof of disability or illness may be required, and if required, such proof shall be furnished before leave is granted. The employee shall notify his department promptly of any disability or illness.

Any employee who habitually loses time as a result of alleged illnesses may be required to furnish proof of illness or disability by the Medical Center Director of his or her designate in accordance with the above mentioned specifications. The Medical Center Director or his or her designate shall waive the aforementioned requirements for habitual absenteeism after completion of one (1) year of satisfactory attendance by said employee.

Employees are expected to use sick leave only for the purpose herein provided. An employee who becomes ill or injured and is unable to report for duty must apply and use either sick leave days or the sick and accident program. For employees who hire mid-year, leave days will be pro-rated so that employees are credited with the appropriate number of days. For employees who are absent for an extended period of time, and who are entitled to accumulated benefits, they will receive full credit for their accumulated leave days upon their return to work.

D. Sick Leave Pay Off Program - Employees with more than twenty (20) days accumulated sick days shall have the option of receiving payment for unused days (to be paid at the base rate of pay in effect on June 30) in accordance with the following formula:

| <u>#Earned Sick Days</u> | <u>Maximum # Days Employee May Be Paid</u> | <u>Minimum # Days Banked</u> |
|--------------------------|--|------------------------------|
| 7 | 5 | 2 |
| 6 | 4 | 2 |
| 5 | 3 | 2 |
| 4 | 2 | 2 |
| 3 | 1 | 2 |

Requests for payment must be submitted to the Personnel Department no later than May 30 of each year. Payment will be by separate check in the payroll covering the first full pay period in July. Sick days that are not used or paid shall accumulate to the next year. Eligibility for sick day payoffs will be determined at the end of the last pay period for the fiscal year.

E. Any employee who becomes ill or is injured and expects to be off duty should notify the Medical Center as promptly and as early as possible. Such notice should, in all cases except extreme emergency, be given in advance of the start of the employee's scheduled work shift. Such notice should be received not less than one-half ($\frac{1}{2}$) hour before the start of the morning shift and not less than one (1) hour before the start of the 2nd shift, and not less than one and one-half ($1 \frac{1}{2}$) hours before the start of a night shift. Employees in the Nursing Service and the School of Nursing are to report absences to their respective departmental office. All other employees must report absences to the Medical Center telephone operator.

F. If an employee reports for duty but discontinues working as a result of illness before having worked two hours, sick leave payment for the entire day is granted; and if the employee works two hours but less than six before discontinuing work as a result of illness, that employee receives regular pay for four hours and for the other half of that day (four hours) receives sick leave pay, providing the employee has accumulated that amount of sick leave credit with pay. Sick leave granted after the employee works six hours or more shall be made at the discretion of the employee's Department head. In such cases, the Department head shall make a report to the Personnel Director. Sick leave is not granted to employees who take time off to go to the office of a doctor or dentist. Employees who make emergency visits to the physician or dentist because of symptoms occur on the same day the appointment is made may be granted sick leave if the physician or dentist with whom the appointment is made will write a note stating they are eligible for sick leave.

G. Any employee who has taken all available sick leave and remains on an extended absence due to illness, may elect to have additional lost time charged against and deducted from earned vacation leave only if she/he has been absent due to illness for at

least two (2) days or more. The employee may be required to provide verification from a licensed physician, noting cause or causes of such absence or other proof of disability or illness, and if required, such proof shall be furnished before the leave is granted. The employee may only be allowed to use current (on the books/previously accrued) vacation days and not time in future fiscal year. (settlement agreement dated 9/13/82).

SICK/ACCIDENT & LIFE INSURANCE PROGRAM

1. Employees regularly working thirty (30) hours or more per week are eligible for sick/accident coverage at the conclusion of their probationary period.

2. An employee known to be ill or injured resulting in disability, as evidenced by a statement from their attending physician attesting to such condition, will be placed on sick/accident leave status commencing on the fifteenth (15th) day following the initial visit to their physician, or fifteen (15) day hospitalization, or fifteen (15) day following an accident, and continue on said status until medical evidence is received by the Personnel Department stating that the employee may return to work. Sick/accident leave weekly benefits consist of sixty (60) percent of the employee base weekly wage rate with a maximum of \$230.00, for a period of up to twenty-six (26) weeks.

3. Sick leave forms may be picked up by the employee or his/her designee, in the Personnel Department or the employee's department office. These forms are to be completed by the employee's physician and shall be returned to the Personnel Department within ten (10) calendar days of the occurrence of the first (1st) day of disability in order for the employee to qualify for sick/accident benefits. This ten (10) day period shall be waived upon the employee providing convincing proof that the delay in submitting sick forms was beyond the employee's control.

4. All employees placed on substance abuse leave will qualify for thirty (30) sick and accident benefit days, provided that the employee is enrolled in an inpatient substance abuse facility. In order to requalify for sick and accident benefit days under the substance abuse guidelines, the employee must have worked six (6) months from the last leave for substance abuse.

Effective March 2, 1992, all employees placed on mental illness leave will qualify for thirty (30) sick and accident benefit days, provided that the employee is enrolled in an inpatient psychiatric treatment facility. In order to re-qualify for sick leave under the mental illness guidelines, the employee must have worked six (6) months from the last leave for mental illness. These provisions apply to all mental illness disabilities with a disability date on or after March 2, 1992.

With thirty (30) days notice and mutual agreement between the Union and the Medical Center these mental illness provisions may be revised or deleted.

5. Seniority and continuous service (i.e., longevity and step increases) of employees on sick/accident leave shall accumulate.

6. Prior to return to work, the employee shall report to the Personnel Department with a statement from his/her attending physician specifying the employee's ability to return to their normal assigned duties. The Medical Center may require the employee to complete a physical by a Medical Center physician prior to their being allowed to return to work.

7. In the administration of the sick/accident leave program, the Medical Center may from time to time investigate, or require to be investigated, employees who the Medical Center has cause to believe may be misusing or abusing the benefits of the sick/accident policy. In addition to said investigation, the Medical Center may require the employee to undergo examination by a designated physician or agency to determine whether or not the employee is not capable of returning to work. If, as a result of this examination, an employee is deemed not to be disabled, benefits under the Medical Center sick/accident policy shall cease immediately. To afford the employee a means by which the denied claim may be reviewed, a third physician or agency mutually agreed upon by the Medical Center and the Union may be requested to review the medical condition of the employee. Such request must be submitted in writing by the Union within ten (10) calendar days of the date of denial of the sick/accident benefit claim. Cost for any resulting examination by a third party shall be borne by the Medical Center. Said third physician or agency shall issue a final determination as to the medical condition of the employee.

8. If an employee ceases to be disabled or fails to submit any required proof of said disability, the bi-weekly installments shall automatically and immediately cease. Notwithstanding proof of disability that may have been accepted by the insurance company as satisfactory, the employee, on request from the insurance company, shall furnish due proof of the continuance of such disability, and shall submit to physical examinations at reasonable intervals by physicians designated by the insurance company.

9. Employees on sick/accident leave may, at their option, continue to contribute to the pension program for pension credit.

10. The employer will continue premium payments for sick/accident insurance, Medical and Surgical insurance, Dental, and Optical insurance, for any employee covered by sick/accident insurance. However, employees who are off on sick/accident leave will not be eligible for holiday pay.

Leave Days: The seven (7) leave days are intended for the use of employees to cover incidental and short term illness. They will be granted to full-time employees and employees regularly working thirty (30) hours or more per week on July 1st each year.

Call-in and sick leave procedures shall remain the same regarding these days. Those days that are not used shall accumulate to the next year.

Any employee will not collect from both sick/accident insurance and/or sick days, but at his/her option may utilize either until his/ her sick leave bank is exhausted or until he/she returns to work.

H. Employees who use all available sick leave and sick/accident insurance policy will be kept on the employment list for six (6) additional months, at which time they will be placed on the top of the eligibility list for their respective classification for an additional eighteen (18) months, and will be re-employed when the first vacancy is filled in the employee's classification.

Employees off over one year on sick leave and the position has been filled, upon release from their physician, at employees' requests, in writing, will be considered

for a comparable or less than comparable position providing they possess the basic requirements for the vacant positions in such departments.

I. Effective 10/16/79, Settlement Agreement, upon retirement all employees with less than 170 accumulated sick days will be paid for all accumulated days upon retirement at their last effective rate of pay.

J. Dependent survivors of an employee whose death was in the line of duty shall be paid in cash for each day of unused and accumulated sick leave on same basis as though retired. Dependent survivors of an employee whose death is non-duty connected shall be paid in cash on same basis above. A living spouse will automatically be determined a bona fide dependent. No payments against unused or accumulated sick leave shall be made if death is determined, by a medical examiner, to have been caused by suicide. Payment shall be made at start of the fiscal year, subsequent to death.

K. (Personal Days) Full-time employees and employees regularly working thirty (30) hours or more per week shall be entitled to three (3) Personal leave days per fiscal year. Such personal leave days shall be granted to employees upon request, provided the employee gives at least twenty-four (24) hours advance notice prior to the time being requested. The parties have agreed to allow employees to carry over/accumulate personal days up to a maximum of two (2) years. Employees shall be allowed to carry over into the next fiscal year up to six (6) personal days. As of July 1 of any year the maximum accumulation shall not exceed nine (9) days. However, no employee shall be entitled to use more than two (2) days at any one time during the two years, nor shall they be allowed to use more than one (1) at any time during the months of June and December of any year.

For employees who hire mid-year, Personal Days will be prorated so that the employees are credited with the appropriate number of days. For employees who are absent for extended periods of time, and entitled to accumulated benefits, the Personal days will be credited to their bank upon their return to work. Personal days may only be utilized Monday through Friday. They may not be used to extend vacations. The time limits outlined above may only be waived in cases of emergency or unusual/extenuating circumstances.

SECTION 24. EMERGENCY LEAVE POLICY

A. Leave with pay of not more than three (3) days plus not more than two (2) days travel time may be granted for death or critical illness in the employee's immediate family. The immediate family shall be defined to include parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, husband, wife, children, step-children, brother, sister, step-parents, step-brother, step-sister, brother-in-law, sister-in-law, step-parent-in-laws or other relatives living in the employee's home. An emergency leave shall also be granted in the event that an employee's residence is on fire or substantially damaged by one. Employees shall also be granted leave with pay up to one half (1/2) day for the purpose of attending funerals of other close relatives. Total paid leave for any one bereavement or emergency as outlined in this paragraph shall not exceed a total of five (5) working days. An emergency leave may be supplemented through the use of vacation leave as elsewhere provided upon written request of the employee.

Reasonable travel time will be granted to those individuals who must travel in excess of 300 total miles to attend a funeral of any immediate family member. One paid day shall be granted for a minimum of each 300 miles traveled. However, under no circumstances will such time exceed two paid days.

An employee may be entitled to use one (1) emergency day when required to take or accompany an immediate family member to a hospital for emergency care services. Proper verification must be provided to substantiate the hospital care rendered.

Other situations considered an emergency by the employee's department head may be covered by accumulated paid time off benefits including sick days. In such cases, the department head shall waive any restrictions concerning advance scheduling of paid time off used.

B. If an emergency exists during inclement weather, and is considered such by the Director of the Medical Center, or his/her designee, the following will apply:

1. An employee reporting to work on his/her regular shift within two (2) hours of his/her regular starting time, will be paid for a total of eight (8) hours for each day so considered an emergency, providing the employee works the remainder of their shift. Any employee who is unable to report within the two (2) hour time limit shall be

paid for those hours they are actually able to work. In addition, employees who work during such considered emergency day will be granted compensatory time off equal to those hours worked up to a maximum of eight (8) hours per day, to be granted and scheduled as mutually agreed upon by the employee and his/her supervisor.

2. Those employees unable to report to work during the above emergency, and properly notify the Medical Center according to contract language, shall be granted an approved leave of absence and/or will be allowed to use personal leave or vacation time.

SECTION 25. MATERNITY LEAVE

In compliance with State and Federal Statutes, the Medical Center and the Union agree to treat all maternity related health problems as normal sickness and disabilities. The provisions of the sick leave section will then be applied. Additional time off may be secured through the provision of Section 21, Personal Leaves of Absence. Adoption shall be handled under the provisions of Personal Leaves of Absence.

Fathers may elect to take a personal leave of not more than six (6) weeks under the terms of this Article. The leave must occur within the first three (3) months after delivery, must be of a continuous nature, and will be without pay unless accrued benefit time (vacation or personal days) is used. Verification must be provided, i.e. copy of Birth Certificate. Seniority will be retained but not accrued for such leaves without pay which extend for two (2) weeks or more.

ARTICLE 26. MILITARY LEAVE

Whenever an employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Air Corps Reserve or Coast Guard Reserve is called to active duty or is compelled to participate in classes or instruction as part of an activated reserve unit, he shall be paid, during the time of such service, the difference between his regular wage or salary and the allowance of the State of Michigan, or other governmental authority, for such service provided that in the case of active service, the total period of payment shall not exceed three (3) calendar weeks in any single calendar year and in case

of compulsory reserve training, the period of payment shall be determined by the appropriate Department Head. Before such payment shall be made, the employee shall furnish the Personnel Director of Hurley Medical Center with a letter from the commanding officer showing the period of active duty and the allowance made the employee by the State of Michigan or other governmental authority for such service.

SECTION 27. JURY DUTY/CIVIC DUTY

A. Whenever an employee is called for jury duty before any court entitled to empanel a jury, he shall, when possible, give reasonable notice of such calling to his immediate supervisor. He shall thereafter, for days when required to report for such duty, be entitled to leave without pay, except as is provided hereinafter.

B. An employee complying with the above conditions, and upon supplying to the Personnel Director of the hospital adequate proof that he has reported for such jury duty before a court entitled to empanel a jury, shall be paid by the Medical Center the difference between his regular wage or salary and his jury pay for each day he so reported.

C. When an employee is called for jury duty and complied with the requirements of paragraph A hereof, for longevity purposes, he shall receive credit as though he had worked for the Medical Center.

D. Leave may be granted to a member of the Bargaining Unit who is required to be absent from work because of involvement in civic activities (e.g., United Fund, Red Cross, Schools, etc.) without pay. Such leave must not be less than a minimum of four (4) hours nor over a maximum of one (1) calendar week and applied for not less than forty-eight (48) hours in advance. Such request to be approved by the Chapter President or Chairperson.

SECTION 28. EDUCATIONAL LEAVE

Upon written application, employees or employee veterans who have acquired seniority of one (1) or more years and desire to further their education, may be granted,

upon request, one (1) continuous leave of absence for such education for a period not to exceed one (1) year of leave for each two (2) years of service.

An employee who successfully pursues the educational program for which the educational leave was granted shall, upon return to his or her employment, be reinstated to service without loss of prior longevity or seniority for purposes of his or her advancement in the salary schedule or eligibility for retirement benefits.

SECTION 29. EDUCATIONAL COURSES

A. If a full-time employee desires to enroll, while continuing in full-time employment, in one or more courses at an accredited educational institution in courses which the appropriate department head and Hospital's Administrator agree would aid him/her in the practice and performance of services with the City or the Hospital or will contribute to his/her professional growth, he/she may submit, in advance of his/her commencing such course or courses, application on the Hospital Form to the Hospital for reimbursement of the cost of his/her tuition and books.

B. Upon proof of satisfactory completion of the course or courses and of the amount expended for tuition, books, and supplies, the employee shall be reimbursed for such expenses up to \$300 per fiscal year, provided that the employee agrees in writing to remain a full-time employee for a period of six (6) months following completion of the course and likewise agrees that if he leaves the Hospital's employ before completing the six (6) month period, he will repay the education course payment to the extent of one-sixth (1/6) of such sum for each month he is short of meeting the six (6) month requirement.

C. Part-time employees who regularly work thirty (30) or more hours per week shall be eligible for reimbursement of such expenses up to \$150.00 per fiscal year subject to the terms of this section.

D. Advance Educational Reimbursement - In recognition of the needs for increased human resource development and in light of current economic constraints, Local 1603 and the Administration of Hurley Medical Center hereby agrees to provide the 1603 members with an alternate plan to avail themselves of the necessary educational opportunities to

develop advanced clinical and managerial skills to aid them in their role at the Medical Center.

This plan will allow all actively working employees of the bargaining unit to apply for educational reimbursement in advance to the completion of an educational course by using their currently accrued vacation days and sick days as collateral with the Medical Center. The use of these days as collateral shall be an option to the choice of being reimburse as prescribed in the current labor/management agreement between the two aforesaid parties. An employee selecting the option of advance educational reimbursement in the matter mentioned above shall be required to meet the following conditions:

1. The employee must agree that they will allow the Medical Center to set aside the number of days based on the cost of such advance tuition, books and required withholding taxes. The number of days may vary between employees depending on respective employee's hourly rate of pay.

2. The procedure for utilizing vacation days or sick days as collateral for the specific purpose as mentioned above shall be as follows:

- A. The employee will be required to provide, to the Personnel Department, the estimated cost of tuition, books, and supplies and the names of course or courses to be taken by completing the Medical Center's form for application for reimbursement of education course fees.

- B. The employee must fill out the advance tuition/collateral agreement based on the formula listed in paragraph (1) above, which shall be developed by the Personnel Department.

- C. Upon completion of the above steps, the Personnel Department shall issue a letter of credit in the name of the employee to the institution/school to be attended in the amount specified in the collateral agreement.

- D. Upon registration, the employee will present to the specified institution the letter of credit in their name. The institution shall then proceed to bill the Medical Center for a cost not to exceed the amount authorized by the Medical Center in the letter of credit granted to the employee. Upon receiving a copy of the student's tuition

bill from the school, the Medical Center will issue a check made out to the student and the school, and will deliver the check to the accounting office.

3. Upon proof of satisfactory completion of course or courses, the employee's collateral vacation days or sick days will be returned to their respective bank for their use as provided per contractual language.

4. If there is an absence of satisfactory completion of course or courses, the employee shall be required to repay the Medical Center monies owed in full, through arrangements of payroll deduction of the total amount paid to the institution or school on their behalf, or repay the total amount in cash payments for the specified amount, and after such payment is made, the agreed upon collateral days shall be released for the employee's use. Employees who have an outstanding debt are not eligible to participate in the tuition reimbursement program or the advance tuition reimbursement program until all tuition monies owed to the employer have been paid.

5. The parties recognize that this understanding is a new approach and that concerns relative to the implementation of this agreement may develop from either side. In the event of such concerns, either party may request a review of any or all of the foregoing at any time during the term of the current contractual agreement between the parties. The parties may also agree that this letter of understanding will remain in effect only through the term of the contract year(s) unless specifically agreed upon afterwards.

6. This agreement shall be in compliance with all City, State and Federal tax laws, and will not allow employees of the bargaining unit any other advantages for educational reimbursement that it has through the past practice for granting such, except as specifically herein mentioned.

SECTION 30. LIABILITY AND INSURANCE COVERAGE

The Employer shall maintain in force a liability coverage for all employees working in the Medical Center and who may be subject to liability claims for incidents arising out of their hospital employment. The Employer will provide the Union with a description of this coverage and the limitations of it.

SECTION 31. RETIREMENT

All employees shall be entitled to membership in and benefits of the City of Flint Retirement System as provided in Ordinance #625, April 22, 1946, as amended.

All employees who qualify for membership shall have their pensions determined in accordance with the modified contributory plan as set forth herein. Employees hired after January 1, 1987, shall have an option, exercisable within thirty (30) days, to elect to participate in the Hurley alternative pension plan or the modified program. A detailed description of both plans shall be made available to employee/members.

Temporary employees hired on or after September 1, 1989 will be excluded from participating in the City of Flint Retirement System.

Effective: 1/1/87

1. Current Program Modification

| <u>Multiplier</u> | <u>Service Years</u> |
|-------------------|----------------------|
| 2.0% | 1st through 15th |
| 2.2% | 16th through 25th |
| 1.0% | Beyond 25th |

Employee Contribution - 7.0%.

Best 3 out of 5 years for FAC

All other provisions as in current system.

2. Alternative Pension Proposal Effective 1/1/87

Under City of Flint Retirement System Administration.

No Employee Contributions.

Employee Contributions Returned (4% interest on withdrawn funds) if alternate plan selected by 12/31/87.

FAC, final average compensation is computed using the highest 5 of the last 10 years earnings.

1.5% Multiplier for all Years of Service.

Ten Year Vesting.

Age 60 for Full Retirement.

Actuarially Reduced Pension for Early Retirement at Age 55.

Actuarially Reduced Pension for Disability at Any age with Ten Years of Service.

Switching by 12/31/87 for those choosing to switch.

New Employees may take Alternative System.

75 points for Health Care.

Pop-Up Option.

All Other Provisions as in Current System.

Members of the contributory pension system who retire may select the pop-up option funded by a reduction in the retiree's monthly pension.

Dental and Vision Coverage for Retirees

Upon retirement members may purchase at their own expense, dental and/or vision insurance via the pension system. Dental coverage shall be the 50%/50% program with the \$850 maximum per person per contract year on Class I and II and Class III benefits. The vision coverage shall be as is currently offered/provided by this newly negotiated agreement upon ratification.

Members must elect to purchase the dental and/or vision coverage at the time of retirement. Should said member elect not to purchase such coverage(s) at this time, the member may not elect to purchase such coverage(s) at a later time. Should the member elect to purchase such coverage(s) and subsequently drops the coverage(s) the member may not elect to reinstate the coverage(s) at a later time.

SECTION 32. HOSPITALIZATION INSURANCE

A. All employees who work 30 hours or more per week shall be entitled, at their option, to become members of the Medical Center's comprehensive Blue Cross/Blue Shield Medical and Surgical program. The Medical Center agrees to assume the cost of the coverage up to and including the comprehensive hospital, ward coverage, D-45NM, MVF-2, \$2.00 prescription co-pay drug coverage, IMB & OB Rider, emergency first aid rider,

DCCR & DC, Master Medical, Option IV. Enrollment is conducted once each year and at the time of employment or during the annual enrollment period (April 1 through May 31st) of each year. Changes such as marriage, death, birth, divorce, etc., should be reported to the Personnel Office within thirty (30) days of the effective date of the change.

Effective August 1, 1993, all employees who select Blue Cross as their health insurance shall receive the Blue Cross PPO (Preferred Provider Organization) instead of the traditional Blue Cross Plan. For those covered dependents who are living out of Michigan, PPO sanctions will be waived for non-emergency services upon request. To request such a waiver, the employee must provide to the Personnel Department a copy of the bill or explanation of benefits from Blue Cross.

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 not part of Hurley's services, 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.

C. The parties agree that the hospital shall have the right to contract with any health insurance provider capable of offering equal or better benefits as those currently in effect through Blue Cross/ Blue Shield, and coverage under BC/BS will not be reduced with any new provider. Such change would not be made without first meeting in conference with the union and providing available information regarding benefits and costs.

D. Hospital Discount Policy

1. Employees who elect this option shall be eligible for discounts for hospital services rendered to them and members of their immediate family.

2. The term "members of the immediate family" shall be interpreted to mean spouse, children, mother and father, providing the person claiming the discount can

establish reasonable evidence that the member of the family as described above is also a dependent. Inclusion of the patient as an exemption for Income Tax purposes shall be deemed sufficient evidence of proof.

3. Hurley Medical Center shall grant to the above described eligible individuals a discount for inpatient hospitalization equal to the difference between the hospital charges and the amount paid by Michigan Hospital Service plus the amount paid by Michigan Medical Service under an MVF-2 contract held by the eligible individual. In the absence of such a contract, the Hospital shall grant a discount equal to the difference between the hospital charges and the benefits outlined in the Blue Cross/Blue Shield MVF-2 contract held by the hospital. The Medical Center shall also grant a discount for outpatient Hospital Service equal to fifty percent (50%) of the hospital charges for such service, with the stipulation that if the service is a benefit under any insurance policy, the discount shall not exceed the difference between the amount paid by the insurance carrier and the hospital charges.

4. In the computation of the Courtesy Discounts described above, the charge for special serums, appliances, braces, etc., which must be purchased by the Hospital for the patient, shall not be included in the amount subject to Courtesy Discount.

5. Employees requesting a discount for outpatient service other than emergency service should obtain a Discount Certificate from the Personnel Office prior to the rendition of the service. It shall be the responsibility of the Personnel Office to check the Admission sheet (including in- & outpatients) daily to determine services given to employees. From the Admission Sheet, the Personnel Office will complete discount slips and forward them to the Cashier's office (or the outpatient clerk). It will be the responsibility of the employee involved to notify the Personnel Office when a member of their immediate family has received Hospital Service.

E. This option (between A, B, & D, above) may be exercised within 30 days of an employee's date of hire or during the annual enrollment period (April-May). Employees who for any reason fail to exercise their right of option will automatically

receive the benefit of the Hospital Discount Policy. Employees who work less than 30 hours per week shall receive the Hospital discount policy.

F. Employees who are on an authorized leave of absence without pay for more than two consecutive weeks may remain members of the hospital Blue Cross/Blue Shield Group by making payment to the Medical Center for the full cost of whatever contract they have in the Hospital Group. However, the Hospital discount policy will be extended only to those employees who elected it.

G. Dental Plan - 100% of treatment costs 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 \$1,000 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. Eligibility - completion of probation period and regularly working thirty (30) hours or more per week.

H. Optical Services - Employees who have completed their probationary period of six (6) months employment and who are full-time or regularly scheduled to work thirty (30) hours or more per week shall be eligible employees for vision benefits. An eligible employee's coverage for vision benefits shall include dependents as defined by IRS rules and regulations. Benefits will be paid for the covered vision expenses described in I and II below:

I. Vision Examinations:

(a) A medical eye examination performed by an ophthalmologist, including a determination as to the need for correction of visual acuity, including case history, testing visual acuity, external examination of the eye, binocular measure, ophthalmoscopic examination, tonometry when indicated, summary and findings, and may include medication for dilating the pupils and desensitizing the eyes for tonometry, and such other examination technique as may be indicated by the professional judgment of one ophthalmologist.

(b) A vision testing examination performed by an optometrist, including a determination as to the need for correction of visual acuity, including case history, testing

visual acuity, external examination of the eye, binocular measure, ophthalmoscopic examination and tonometry when indicated.

(c) The prescription of glasses where indicated and confirming the appropriateness of glasses obtained under the prescription.

II. Lenses and Frames: When lenses are prescribed by an ophthalmologist or optometrist, the necessary materials and professional services connected with the ordering, preparation, fitting and adjusting of:

(a) Lenses (single vision, bifocals, trifocals, lenticular). If the individual selects lenses, the size of which results in an additional charge, only the Reasonable and Customary Charge for lenses not in excess of 65mm in diameter of the same material and prescription will be considered a Covered Vision Expense. If the individual selects photochromic lenses, which are excluded pursuant to Section 6(b), only the Reasonable and Customary Charge for clear glass lenses of the same prescription shall be considered a Covered Vision Expense. Lenses shall be of a quality equal to the first quality lens series manufactured by American Optical, Bausch and Lomb, Orthodon, Tillier or Univis and which meet the then current Z80 standards of the American National Standards Institute.

(b) Contact lenses; provided, however, that \$150.00 is the maximum amount that will be considered a Covered Vision Expense for contact lenses.

(c) Frames adequate to hold lenses which are a Covered Vision Expense; provided, however, that \$30.00 is the maximum amount that will be considered a Covered Vision Expense for a frame.

III. Frequency Limitations:

For each covered individual, there are the following limitations on the frequency with which charges for services and materials will be considered Covered Vision Expenses:

| | | |
|--|----------------------------------|---------------|
| | Children Under Age 18 | Adults |
|--|----------------------------------|---------------|

| | | |
|---------------------------|---|---|
| Examination | Once during any period of 12 consecutive months | Once during any period of 24 consecutive months |
| Lenses and Contact Lenses | Once during any period of 12 consecutive months | Once during any period of 24 consecutive months |
| Frames | Once during any period of 12 consecutive months | Once during any period of 24 consecutive months |

The limitations on lenses, contact lenses, and frames apply whether or not they are a replacement of lost, stolen, or broken lenses, contact lenses, or frames.

IV. Exclusions:

- (a) Any lenses which do not require a prescription.
- (b) Sunglasses, whether or not requiring a prescription (tinted lenses with a tint other than Number 1 or Number 2, and photochromic lenses which do not have a maximum light transmittance value of at least 85.0, are considered to be sunglasses for the purposes of this exclusion);
- (c) Medical or surgical treatment of the eye.
- (d) Drugs or any other medication not administered for the purpose of an eye examination.
- (e) Procedures determined by the administrator, or its agent, to be special or unusual, such as, but not limited to, orthoptics, vision training, subnormal vision aids, aniseikonic lenses, and tonography.
- (f) Medical eye exams and vision testing exams of materials furnished for any condition, disease, ailment, or injury arising out of or in the course of employment.
- (g) Examinations performed and lenses and frames ordered:
 - 1) Before the covered individual became eligible for this coverage;
 - 2) After the termination of the covered individual's coverage;
 - 3) To the extent that they are obtained without cost to the covered individual.

4) Lenses or frames ordered while covered but delivered more than 60 days after coverage terminated.

(h) Photosensitive or anti-reflective lenses to the extent the charge for such lenses exceeds the amount for regular lenses as provided in Section II.

(i) Charges for examinations, lenses or frames for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of this vision expense benefit coverage.

(j) Charges for examinations, lenses or frames which do not meet accepted standards of ophthalmic practice, including charges for any such services or materials which are experimental in nature.

(k) Charges for examinations, lenses or frames received as a result of eye disease, defect or injury which is due to an act of war, declared or undeclared.

(l) Charges for examinations, lenses or frames from any governmental agency which may be obtained by the covered person without cost by compliance with any laws or regulations of any federal, state, municipal, or other governmental body.

(m) Charges for examinations, lenses or frames to the extent to which benefits are payable under the health care program supported in whole or in part by funds of any federal, state, municipal or other governmental body.

(n) Replacement of lenses or frames which are lost, stolen, or broken, unless at the time of such replacement the covered person is otherwise eligible under the frequency limitations set forth in Section III.

(o) Charges for the completion of any forms.

SECTION 33. LIFE INSURANCE

A. The Medical Center shall provide fully paid, to each regular full-time employee, life insurance and dismemberment coverage in the amount of \$15,000 and double indemnity coverage in this amount in the event of accidental death.

Part-time employees working 30 or more hours per week will receive five-thousand (\$5,000) dollars life insurance coverage with double indemnity in the event of accidental death.

B. The employee can designate a beneficiary on this life insurance coverage by completing the appropriate form in the Personnel Office and in the event that no beneficiary is designated, the policy will be payable to his or her estate.

C. The Medical Center agrees that such life insurance coverage will be continued for an employee who is on a leave of absence for a period of six months.

D. The Medical Center will make available to the employee the opportunity to secure additional life insurance in an amount up to an additional \$4,500 at the employee's own expense and will make payroll deduction for payment of these premiums upon the employee's authorization.

SECTION 34. MEDICAL SERVICE

A. Physical examinations

1. At the time of hiring, all employees shall receive a physical examination by a licensed physician at no expense to the employee. Such physical examination shall include the following laboratory and radiology tests:

- a. Single view chest x-ray
- b. Urinalysis
- c. Urine Drug Screen
- d. Chemistry Profile (Eval 20)
- e. CBC with differential
- f. Serum alcohol level
- g. Hepatitis B. Antigen
- h. Immunity for Hepatitis B
- i. Immunity for Varicella (chicken pox)
- j. Immunity for Rubella (german measles)
- k. Immunity for Rubella (measles)
- l. VDRL
- m. Screening Tuberculosis (TB) test

2. Other physician examinations shall be provided when recommended by the examining physician or when requested by the Medical Center's Administration.

Following surgery of any duration requiring a leave, or any illness leave of ninety (90) days or longer, an employee will have a physical examination by a licensed physician designated by the Medical Center at no expense to the employee. This examination will be completed before the employee is allowed to return to work. Such physical examination will be scheduled by the Medical Center within seven (7) days following notice to the Employee Health Office from the employee of authorization by the treating physician to return to work.

3. Employees will receive TB screening tests in frequency patterns required by the regulatory agencies effecting the Medical Center. All employees will be tested at least annually. Work areas considered to be high risk for TB exposures will receive testing more frequently as established by the regulatory agencies. TB screening test will be provided at no expense to the employee.

4. Employees shall comply with the health related requirements of any regulatory agencies effecting the Medical Center.

B. Immunizations

1. The Medical Center shall provide each employee with the opportunity of obtaining the following immunizations without charge:

- a. Diphtheria-Tetanus Toxoid Booster
- b. Influenza Immunization
- c. Hepatitis B. Vaccine

2. Employees shall receive such immunizations as may be required based on exposure and past record of need.

C. Illness on Duty

Emergency treatment for an employee who becomes ill while on duty shall be provided by the Medical Center without charge to the employee except for those items which are covered by his/her Blue Cross/Blue Shield Insurance. A copy of Form #32400 (Request for Health Service Treatment), signed by their supervisor must accompany the employee when reporting to the Emergency Room.

SECTION 35. ON-THE-JOB INJURY AND COMPENSATION

A. Any employee who becomes injured because of the performance of his duties at the hospital shall report that injury immediately on the hospital incident form, unless the employee's physical condition prevents him from doing so.

1. If the employee suffers lost time because of the injury received at work, Worker's Compensation will be paid in accordance with the provisions of the Compensation Act of the State of Michigan.

2. In addition, such employee will receive supplemental compensation equal to the difference between eighty percent (80%) of the employee's normal take home pay and the above Worker's Compensation. Upon his return to work, at his regular or other assigned employment, he shall be entitled to payment of the difference between the amount of salary and Worker's Compensation paid and the total take home pay he would have earned had the injury not occurred. Supplemental payments will normally be continued for a maximum of twenty-six (26) weeks.

Any request for extension beyond twenty-six (26) weeks may be considered a subject for a special conference.

3. Supplemental compensation will not be paid in cases where it is determined that the injury arose because of the gross negligence of the employee or in cases where the employee was involved in a situation not arising from the performance of his duties.

B. Worker's Compensation Procedures

1. Employees injured or taken ill in the line of duty shall report to the Employee Health Nurse, or the Emergency Room in her absence. Care will be provided by a physician appointed by the Employer. Should the employee elect to receive care at another hospital and under another physician's supervision, responsibility for provision of his or her care will be assumed by the individual, unless the emergency is of such severity that it could cause undue suffering and/or loss of life or limb unless immediate provision is made for care. In such an event, the earliest possible notification is required in order that expenses may be assumed by the Employer.

2. If an employee is severely enough injured or is ill to require time off from his usual occupation, and it is impossible for the employee to perform any useful

duty, the supervisor will be so informed in writing by the Hospital physician. This decision is the responsibility of the Hospital physician.

3. If the injury is of a minor nature, and would not preclude the performance of some duty (either regular or light) in the department, the employee will be returned to the department with the notation that he can perform regular or light duty and the nature of the light duty will be limited as indicated by the injury.

4. It will be the determination of the Director of Human Resources as to the availability of light duty and the employee assigned as administratively indicated.

5. Employees who have been off duty because of injury, and have been certified by the Medical Center physician as being able to return to full duty in the department, will be returned to their previous position within fourteen (14) days of such certification.

6. Employees who have been off duty on Worker's Compensation for ninety (90) days will have to be certified to the Hospital Personnel Department and will have Worker's Compensation Department Form No. 110 completed.

7. The Personnel Department will advise each of these employees to make an appointment for an examination as to fitness for duty with the hospital physician. The hospital physician will evaluate the employee and those who need an examination will be examined for possible change in status.

8. When an employee has been off duty for six (6) months on Worker's Compensation, that employee will be examined with a view toward physical and vocational rehabilitation as well as to his present employment capability.

9. Upon completion of the evaluation, either by the hospital physician, by consultants, and/or by the physical and/or mental rehabilitation services as indicated, the Personnel Department will inform the Civil Service Office of the proposal for action concerning the employee's physical and rehabilitation status. This should include his availability and capability of performing other duties, not necessarily in the assigned department and in line with class specifications, but his capability of performing any duty with the City. If he is found able to perform some duty for the City, then he will be re-

ferred to the Civil Service Commission for possible placement in a position within his physical capabilities.

10. If it appears unlikely that the employee will ever be able to return to a gainful occupation in any capacity with the City, the hospital physician will certify this individual for possible consideration for a physical disability retirement. Normal procedures for disability retirement would then be referred to the City Finance Department.

11. When an employee has been permanently disabled, totally or partially, for his usual occupation, he shall be informed that no consideration will be given to supplemental pay after this date. Notification will be handled by the Personnel Office.

SECTION 36. PROTECTIVE CLOTHING, UNIFORMS AND IDENTIFICATION

A. If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer; the cost of maintaining the protective clothing in proper working condition shall be paid by the Employer.

B. Uniforms shall be otherwise unadorned except for school, association and length-of-service pins. Employees shall not wear earrings (except posts), bracelets, necklaces, or other such decorative jewelry while in uniform and on duty. Engagement, wedding, and class rings and wrist watches are not here considered as decorative jewelry.

C. Identification Badge. All employees shall be issued access/ identification cards by the Personnel Department as soon after employment as possible. While the access/identification is being processed (or when lost), the employee will be given a temporary pass. Employees should carry or wear access/identification on their person at all times while on duty. Employees may be required to show their identification regularly or periodically when entering or leaving the Medical Center and when receiving paychecks. Employees will be required to pay a six (\$6.00) dollar replacement fee for lost access/identification cards. The Medical Center agrees to freeze such cost through December 1983. Should there be any additional cost increase to the Medical Center for materials

which are used to develop access/identification cards, the Medical Center will notify the bargaining unit and discuss such cost which it intends to pass along to the employees of this bargaining unit.

D. Heat-resistant gloves and aprons shall be furnished, upon request, to all employees required to handle hot foods in the Nutrition Services Department once a year, or upon demonstrated need. The employee shall be responsible for his/her gloves and apron in an acceptable manner.

E. Non-disposable aprons and non-disposable plastic gloves shall be furnished to all employees required to work in the dirty end of the dish room in the Nutrition Services Department once a year, or upon demonstrated need. The employee shall be responsible for maintaining his/her gloves and apron in an acceptable manner.

SECTION 37. PART-TIME AND SEASONAL

None of the benefit provisions of this contract shall accrue to part-time or temporary employees, except as specifically noted.

A. Part-time employees working less than thirty (30) hours per week shall receive the following benefits:

Section 15 I (BCEFG) and Section 15 II (ABCEFG) - Normal Work Schedule and Overtime

Section 16 - Emergency Call-In

Section 17 - Holidays (when worked)

Section 19 - Night Bonus

Section 20 - Shift Preference

Section 24 - Emergency Leave (A. without pay) (B. with pay)

Section 25 - Maternity Leave (without pay)

Section 26 - Military Leave

Section 27 - Jury Duty (when scheduled)

Section 30 - Liability and Insurance Coverage

Section 31 - Retirement (80 hours per month)

Section 32 - Hospitalization Insurance (as provided)

Section 34 - Medical Services

Section 35 - Worker's Compensation

Section 36 - Protective Clothing

Section 42 - Compensation Regulations

B. Part-time employees working thirty (30) hours per week shall receive the following benefits:

Section 15 I (BCEFG) and Section 15 II (ABCEFG) - Normal Work Schedule and Overtime

Section 16 - Emergency Call-In

Section 17 - Holidays (when worked)

Section 19 - Night Bonus

Section 20 - Shift Preference

Section 23 - Sick Leave/S&A/Personal Days

Section 24 - Emergency Leave (A. Pro-rata) (B. With pay)

Section 25 - Maternity Leave

Section 26 - Military Leave

Section 27 - Jury Duty (when scheduled)

Section 28 - Education Leave

Section 29 - Educational Courses (as provided)

Section 30 - Liability and Insurance Coverage

Section 31 - Retirement (80 hours per month)

Section 32 - Hospitalization Insurance/Dental/Vision

Section 33 - Life Insurance (as provided)

Section 34 - Medical Service

Section 35 - Workers' Compensation

Section 36 - Protective Clothing

Section 42 - Compensation Regulations

C. Full time employees who are involuntarily reduced to thirty (30) hours per week or more and full-time and thirty (30) hour or more per week employees (benefit part-

timers) who are involuntarily reduced below thirty (30) hours per week shall receive the following benefits:

Section 15 I (BCEFG) and Section 15 II (ABCEFG) - Normal Work Schedule and Overtime

Section 16 - Emergency Call-In

Section 17 - Holidays (when worked)

Section 19 - Night Bonus

Section 20 - Shift Preference

Section 22 - Vacation (pro-rata)

Section 23 - Sick Leave/S&A/Personal Days

Section 24 - Emergency Leave (pro-rata)

Section 25 - Maternity Leave

Section 26 - Military Leave

Section 27 - Jury Duty (when scheduled)

Section 28 - Educational Leave

Section 29 - Educational Courses (as provided)

Section 30 - Liability and Insurance Coverage

Section 31 - Retirement (80 hours per month)

Section 32 - Hospitalization Insurance/Dental/Vision

Section 33 - Life Insurance (as provided)

Section 34 - Medical Service

Section 35 - Worker's Compensation

Section 36 - Protective Clothing

Section 42 - Compensation Regulations

D. Involuntary part-time workers shall be scheduled not more than three (3) weekends in a four (4) week schedule except on a voluntary basis. Thirty (30) hours or more workers with four (4) years or more service shall be scheduled in the same manner.

E. Involuntary part-time people shall get priority for placement on full-time status, given qualifications and full-time openings.

F. Any part-time employee who regularly works more than seventy (70) hours in a pay period will be put on full time, providing such employee is the highest seniority part-time employee in that classification and department. If the employee is not the highest seniority part-time employee in that classification, the most senior part-time employee will be offered the full-time position instead. Following elevation to full-time status under this paragraph, an employee may be scheduled per Section 37 D under the contract, for no more than six (6) months.

G. Scheduled hours will be distributed as equally as possible among employees working within the same classification, department and part-time status (i.e., part-time less than 30 hours, part-time 30 hour, involuntary part-time 30 hours, involuntary part-time less than 30 hours). Call-in hours for such employees will be equalized whenever practical.

SECTION 38. CIVIL SERVICE

All provisions of the Charter of the City of Flint relating to the Civil Service Commission, City of Flint, are made part of this contract.

SECTION 39. CIVIL SERVICE EXAMINATIONS

A. Employees requesting time off for the purpose of taking any examination to be administered by the City of Flint Civil Service Department shall be permitted to take a maximum of two (2) examinations per year without being charged for time lost.

B. An examination shall include the written and oral portions of a single examination procedure and any necessary job interviews after such examinations, but not to exceed two (2) days for one (1) exam. Examinations administered during non-scheduled work hours of an employee shall be taken at the option of the employee, without debit or credit to his working hours.

C. Employees will be granted permission to take no more than two (2) additional examinations without loss of pay, provided that approval is obtained from the Personnel Office on the basis that such examinations are related to Hospital employment.

SECTION 40. STEP ADVANCEMENT

A. Employees who are re-hired within two years after resignation shall be given all of such credit as their prior service indicates.

B. Credit towards step advancements in the Compensation Plan shall accrue only for continuous service. Continuous service as used in this agreement shall mean employment uninterrupted by resignation or discharge, provided that employees shall not receive credit for step advancements for absences without pay for longer than two (2) calendar weeks, except that approved educational leave time shall receive such credit.

SECTION 41. VETERANS RIGHTS

All provisions of state and federal laws relating to returned servicemen are made a part of this agreement.

SECTION 42. COMPENSATION REGULATIONS

A. Salary and Wages shall be paid in accordance with the Compensation Schedule attached hereto, established pursuant to negotiations and subject to the terms of the economic agreement of July 1, 1994.

B. No employee shall receive compensation for time not expended in Hospital employment except for certain holidays and for vacation, sick or emergency leaves as provided herein and earned pursuant to this agreement and except as may be provided in the compensation plan. Deductions from the earnings of the employees shall be made on the basis of the hourly rate for time lost.

C. A part-time employee who transfers to full-time will be placed in that step of the pay plan for which his total accumulated hours of work shall entitle him and shall receive full credit for all hours worked in determining future rate increases while a full-time employee.

In the event there is an error of two (2) days or more on an employee's paycheck (employer error), an exact check will be issued. For employer errors involving less than two (2) days pay, a special check will be made, specifying both the gross and net amount. When the Medical Center develops the appropriate computer capabilities, a

regular check will be issued in place of the errored check. Any overpayment to employees will be collectable in full by the Medical Center. The employee will be notified in writing of the overpayment and will be instructed to contact the Payroll department with regards to working out a repayment program. However, if the employee fails to cooperate, the Medical Center will have the right to withhold payment from the employee's paycheck not exceeding 10% of the employee's overpayment until repayment is made. Any underpayment/overpayment shall be limited to the previous twenty-four (24) calendar months. Any disagreement may be taken up through the normal grievance procedure.

D. When a full-time employee voluntarily transfers to a part-time status, he shall remain in that step of the pay plan to which his accrued longevity entitles him. If and when he returns to full-time status, he shall be placed in that step of the pay plan for which his total accrued seniority, including his part-time hours, shall entitle him.

E. The pay days are alternating Fridays. When a recognized legal holiday falls on a regular pay day, the pay day will be one day earlier. The pay period covers the two weeks prior to the Monday preceding the payday. Paychecks for all full-time and part-time employees who work on the afternoon shift will be made available on Thursday afternoon of payday weeks. However, the preceding provision may not be possible if a legal holiday falls on another weekday immediately preceding a regular payday.

The Medical Center may change the payroll periods to end on Saturday. Those adversely affected on the day of transition (first Sunday of the change) may use any accumulated benefit day to ensure a full check. Additionally, the Medical Center may offer direct deposit to interested employees. It is not the intent of this understanding for the Medical Center to change schedules in the Payroll processing areas for the purpose of avoiding overtime; however, management reserves the right to avoid overtime given budgetary constraints.

F. Unemployment compensation benefits are payable in accordance with the Michigan Employment Security Commission Act.

G. Notice Changes - Employees should report any changes of home address or telephone number to the Personnel Office so that records may be corrected accordingly.

Changes in the status of dependents on the Withholding Exemption Certificate should also be reported.

H. Employees who are employed in dual classifications, when taking annual leave or sick leave, shall be paid at the rate which will reflect the proportionate hours worked by the employee in each classification. For the purpose of the above, a dual classification position is a combination of two positions of different classifications requiring the services of one employee, who has been certified as qualified and who may be required to perform in both classifications.

I. EVALUATIONS:

Employees will receive their evaluations no later than thirty (30) days after the evaluation is due. In the event, the evaluation is after thirty (30) days, any employee who is due a pay increase will automatically receive such pay increase.

Intent is sixty (60) days after end of rating period, i.e., thirty (30) days after "due" date.

SECTION 43. REALLOCATION PROCEDURE

Purpose: To establish a fiscally sound mechanism for the allocation of bargaining unit classifications at salary levels within the negotiated bargaining unit salary schedule that will provide internal and external equity. The wage equity program is the sole avenue for bargaining unit requests for reallocations of positions for pay purposes, after the salary schedule has been negotiated. The Medical Center will fund the wage equity program up to ten thousand (\$10,000) for the fiscal year commencing July 1, 1994. Any balances so remaining in the fund will be carried over to the succeeding year. Such fund shall not be used for any other purposes.

PROCEDURES:

1. Within ninety (90) days of the contract settlement between the parties, or in October of a non-bargaining year, the negotiating team for the bargaining unit and Hurley Medical Center will meet to review wage inequities within the bargaining unit.

2. Meeting schedules will be mutually developed and coordinated by the parties.

3. The bargaining unit may submit classifications for consideration. Twenty percent of the eligible requests from the bargaining unit must be accepted for reallocation review (up to the maximum dollar amount funded).

4. The parties will conduct salary surveys of employers who compare favorably with Hurley in the areas of: hospital beds, operating revenue, and subordinate population within the appropriate labor market area for the purpose of determining wage rates of comparable classifications, but not for the purpose of decreasing the employees' current hourly rate of pay. The fourth (4th) pay step shall be utilized in such compensation schedule comparisons. The parties shall submit at least two (2) institutions each they consider to be comparable institutions, the maximum number of institutions submitted shall be no more than five (5) each.

5. In the absence of comparable classifications, predetermined benchmark classifications will be utilized.

6. Only classifications found to be more than fifteen (\$0.15) cents below the average salary for the comparable classification shall be considered.

7. Recommended wage adjustments must be completed within ninety (90) days of the initial wage equity meeting between the parties, or by January of a non-bargaining year, and will be made in pay level increments.

8. Recommendations of appropriate actions will be made to the Personnel Director by the Personnel staff.

9. The Personnel Director will review the recommendations and forward its concurrence or disapproval to the Medical Center Director for a final decision.

10. Upon approval by the Medical Center Director, the effective date will be retroactive to the initial meeting between the parties for wage equity discussions.

11. Notification to the employee, bargaining unit and department head will be made by the Personnel staff within ten (10) days after the decision.

12. Should the union wish to appeal the decision, it shall submit a grievance to the Personnel Director at the second step of the procedure within ten (10) days of receiving notification from the Personnel Department. The union also has the right to request a hearing before a mutually agreed upon Compensation Consultant or arbitrator

who shall abide by the criteria established herein for the reallocation of positions within established time limits specified by the appropriate governing rules or grievance procedures. Expense of such appeals shall be shared equally by both parties. Each party will be responsible for compensating its own witnesses and representatives.

SECTION 44. AUTHORIZED PAYROLL DEDUCTIONS

A. Employees may authorize the following deductions in their paychecks: Blue Cross, withholding tax, retirement fund, savings bond, contributions to United Way Fund, payments of union dues, Credit Union, hospital accounts and other deductions as applicable.

B. Employees should, as soon as possible, report any change of home address or telephone number to the Personnel Office so that records may be corrected accordingly. Changes in the status of dependents on the withholding exemption certificate should also be reported.

SECTION 45. SUPPLEMENTAL AGREEMENTS

Supplemental agreements to this contract shall be negotiated at the request of either party. Such requests shall be made in writing and shall include the proposal(s) to be negotiated. Within the (10) days, the party receiving the request may submit written counter-proposals. Negotiations shall begin no later than fifteen (15) days after the date of the original request. All supplemental agreements shall be approved or rejected within a period of ten (10) days following the conclusion of negotiation of such agreements.

SECTION 46. COPIES OF CONTRACTS

The hospital shall supply each employee within the unit with a copy of this agreement.

SECTION 47. SAVINGS CLAUSE

Any section of this agreement which is ruled inconsistent with present or future state or federal laws or statutes or the Charter of the City of Flint shall become null and void without effect on the remaining sections.

SECTION 48. CONTRACTING AND SUB-CONTRACTING

The right of contracting or subcontracting is vested in the Hospital. The right to contract or subcontract shall not be used with the purpose or intention of undermining the Organization nor of discriminating against any of its members. Nor shall contracting or subcontracting be utilized with the purpose or intention of laying off, demoting, failing to recall laid-off personnel in accordance with the seniority agreement, or reducing available overtime for members covered by this Agreement. In cases of contracting or subcontracting affecting employees covered by this Agreement, the Hospital will hold advance discussion with the Organization prior to letting the contract. The Organization's 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.

SECTION 49. SUCCESSORSHIP 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 ownership or management of either party hereto or of any separable, independent segment of either party hereto.

SECTION 50. TERMINATION

This agreement shall be effective as of July 1, 1994, and shall remain in full force and effect until June 30, 1996. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the

anniversary date that it desires to modify this agreement, at which time such modifications desired shall be submitted. However, such submitted modifications shall not preclude the negotiating of other items that may arise during negotiations. In the event that such notice is given, negotiations shall begin not later than (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

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

SECTION 51. MEMOS OF UNDERSTANDING

I. Statement of Policy relative to Substance Abuse and/or Mental Illness

1. The Union and Hospital recognize alcoholism, mental health, and drug abuse as illnesses that can be successfully treated.

2. The purpose of this policy is to assure that all employees having these illnesses will receive the same careful consideration and offer of treatment that is presently extended to all of our employees having any other illness.

3. The social stigma often associated with these illnesses has no factual basis. It is expected that an organization-wide enlightened attitude and realistic acceptance of these illnesses will encourage employees to voluntarily seek and accept available treatment. Our approach is designed to achieve prompt and positive results, hopefully before the situation has progressed to the point of being virtually irreversible.

4. The Union and Hospital's concern is strictly limited to the effects of alcohol and drug abuse, and mental illness, as it relates to the employee's performance on the job.

5. The Hospital is concerned with behavioral-medical problems as soon as they begin to affect an individual's job performance. The problems dealt with by the Policy are defined as follows:

(a) Alcoholism - an illness in which an individual's drinking seriously and repeatedly interferes with his job performance or health.

(b) Mental Illness - behavior which seriously and repeatedly interferes with job performance.

(c) Drug Abuse - use of drugs which seriously interferes with job performance or health, or being under the influence of a drug that is not under the valid medical direction of a licensed physician.

6. The implementation of this Policy will be the responsibility of all supervisors who will follow procedures assuring that no employee with alcohol, mental health, or drug problems will have his job security or advancement opportunities in jeopardy by submitting himself for diagnosis and treatment.

7. It is recognized that supervisors do not have the professional qualifications to make any judgment as to whether or not an employee is addicted to alcohol or drugs, just as they are probably not qualified to diagnose any other illness. Necessary referral for diagnosis and treatment will be based strictly on unsatisfactory job performance which results from an apparent medical or behavioral problem, regardless of its nature.

8. It will be the responsibility of the employee to comply with the referrals for diagnosis and to cooperate with prescribed remedial programs.

CAREER DEVELOPMENT AND TRAINING

A. The Union and the Medical Center recognize the need to provide training career development opportunities for employees which will develop their skills, knowledge and abilities to perform official duties, present and future.

B. The Union proposes that Hurley Medical Center subscribe to the principle of promotion from within when qualified employees are available. Hurley agrees to focus some of its resources toward those employees in lower job classifications in order to make accessible the means to acquire training and new career opportunities.

C. The Union and the Medical Center will agree that a major goal of training and career development is improvement of the status of female and minority employees in

order to fulfill the Union and Medical Center's commitment to effective affirmative action programs.

(a) Training preferably will be held on Medical Center premises.

(b) Job training will generally be during regular working hours without expenses to the employee. Educational training shall not be on Medical Center time.

(c) Training activities will be designed to enhance job proficiency. Special programs will be set up to enhance academic standards and skills necessary for advancement.

(d) Selection of trainees will be based on specific requirements, although special emphasis shall be given to attracting women and minorities into the training program for purpose of giving employees opportunity to advance from lower paid job classification.

(e) The length of particular training program will be established by the training officer and departmental supervisor.

(f) Trainees will be informed of the training benefits and also informed of the possibility of advancement.

(g) Educational expense of trainee (e.g. books, tuition) in connection with the training program shall be paid from the fund to the extent monies are available.

The Equal Employment Opportunity Officer will seek input and feedback from the Union regarding career ladders and training programs that involve their bargaining members.

1. The Union will support the Equal Employment Opportunity Officer's efforts regarding the upgrading of employees into classifications and jobs not normally identified with traditional promotional opportunities. Special emphasis will be placed on upper mobility of employees through training related programs.

2. The Union, Equal Employment Opportunity Officer, and the Employee Education Coordinator will inform bargaining members of training sessions and the requirements for participating in the training sessions.

POLICY RELATIVE TO EMPLOYEE PARKING

It is the Medical Center's intent to maintain its current available employee parking spaces on a first come, first serve basis without charge to the employee. It is also the intent of the Medical Center to plow and salt the areas as necessary, both in the interest of the employees' convenience and the employees' safety.

SETTLEMENT AGREEMENT
JULY 20, 1983

1. Hospitalization insurance for employees retiring after July 15, 1983 subject to:
 - A. Eligibility - 25 years of service and age 50 at time of retirement; or any combination of service and age equalling 75 at time of retirement, as long as the minimum full retirement criteria are met. Medical disability retirement and all other retirements are excluded.

Employees who meet the above requirements and who are re-employed by an employer who provides Blue Cross coverage will not be entitled to the benefit until such time as they are no longer covered.
 - B. Benefit level - equal to the benefit level last held as an active employee. Additional benefits will be at the employee's expense.
 - C. Payment level - For employees retiring on or after July 1, 1991, Hurley Medical Center will provide single coverage up to \$225 per month to age 65. If additional dependent coverage is required, the Medical Center will only provide coverage up to the above \$225 per month to age 65. At 65 and over, Hurley Medical Center will pay the complementary portion to Medicare not to exceed \$110 per month. The retiree will be responsible for the difference between Hurley Medical Center's payment and the premium charge, if any.
2. General wage increase at each step of the pay scale, effective the first full pay following:*

7/1/83 - 2%
1/1/84 - 1%
7/1/84 - 2%
1/1/85 - 1%

*Wages to be adjusted for sick and accident premium increases for existing contractual language. See current adjustments below.

Sick and accident program changes and corresponding wage deduction for July 1, 1983:

15 day elimination period for sickness, accident, and hospitalization. No wage change. This modification will be reviewed after one year for appropriate changes.

Language modifications as tentatively agreed to.

LOCAL 1603, AFSCME

/s/ Joe Abraham _____

/s/ Don Gardner _____

HURLEY MEDICAL CENTER

/s/ David R. Barton _____

LETTER OF UNDERSTANDING STAFFING RATIO

The parties acknowledge and agree that for the duration of the present contract a staffing ratio of at least 75% full time employees to 25% part time employees over the entire bargaining unit will be maintained. The commitment to this ratio expires June 30, 1991.

This agreement in no way restricts the Medical Center in terms of layoffs, staffing levels, or hours of work. In the event that the staffing ratio is met and it becomes necessary to consider further reductions as opposed to layoffs due to unforeseen circumstances (i.e., government regulations, changes in reimbursement methods, etc.), the Medical Center reserves the right to approach the bargaining unit regarding altering the ratio and the bargaining unit acknowledges that such consent will not be unreasonably withheld.

The bargaining unit also acknowledges that it will withdraw the pending litigation regarding the award of arbitrator Brown. That matter will be considered fully and finally resolved.

This understanding entered into on 7/31/85, and reaffirmed on July 19, 1991 to continue through the life of this contract; i.e., June 30, 1993.

**LETTER OF UNDERSTANDING
FORM LETTERS
JULY 19, 1991**

The parties hereby agree to the following definition of "days" as it relates to the issuance of form letters. The standard practice is otherwise unaffected by the understanding. The understanding is as follows:

1. Part-time employee regularly scheduled to work four (4) hour shifts within a twenty-four period will have absences for such shifts counted as a day of absence.
2. Additionally, employees scheduled to work an eight (8) hour shift, ten (10) hour shift, twelve (12) hour shift or an eight (8) hour split shift (i.e. two-four (4) hour shifts in a twenty-four hour period) will have absences for such shifts counted as a day of absence toward a form letter.
3. Absences by eight (8) hour, eight (8) hour split shift, ten (10) hour, or twelve (12) hour employees of four (4) to six (6) hours will be counted as half (1/2) day absences.

LOCAL 1603, AFSCME

/s/ Joe Abraham
/s/ Corrine K. Hanley
/s/ Deloris Lots
/s/ Johnnie Coleman
/s/ Claudy C. Roland

HURLEY MEDICAL CENTER

/s/ Jay C. Kitson
/s/ Charley McClendon

**LETTER OF UNDERSTANDING
FORM LETTERS - RESCISSIONS
JULY 19, 1991**

Employees who have had their form letter rescinded shall have their attendance monitored regularly and evaluated from the date and month of rescission. In determining whether or not a form letter will be reissued in the future, absences prior to the date of recession will not be counted.

LOCAL 1603, AFSCME

/s/ Joe Abraham

/s/ Claudy C. Roland

/s/ Johnnie A. Coleman

/s/ Deloris Lots

/s/ Corrine K. Hanley

HURLEY MEDICAL CENTER

/s/ Jay C. Kitson

/s/ Charley McClendon

**SETTLEMENT AGREEMENT
PROBATIONARY PERIODS
JULY 15, 1991**

Effective September 1, 1991, the probationary period for part-timer employees will be defined as follows:

- o PT2 (Less than 30 hours per week) - Twelve calendar months with evaluations at 4, 8, and 12 months
- o PT3 (30 or more hours per week) - Nine calendar months with evaluations at 3, 6, and 9 months
- o Employees who change status during their probationary period will have their probation pro-rated. Ex: complete 4 months as PT2 and elevate to PT3 - probation is ten (10) months; 4 months PT2 plus 6 months PT3.

Note: Step increases to the second 6 month pay step will still require completion of 1040 hours.

LOCAL 1603, AFSCME

/s/ Joe Abraham

/s/ Corrine K. Hanley

/s/ Deloris Lots

/s/ Johnnie A. Coleman

/s/ Claudy C. Roland

HURLEY MEDICAL CENTER

/s/ Jay C. Kitson

/s/ Charley McClendon

**SETTLEMENT AGREEMENT
CONTRACT INTERPRETATIONS
JULY 15, 1991**

The current letter of understanding between the parties regarding contract interpretation grievances being submitted to an arbitrator, as opposed to Civil Service, is extended through the life of this new contract. Additionally, the parties agree to develop and add to the contract a pre-arbitration process which would include the involvement, when possible, of the administrator of the affected department.

LOCAL 1603, AFSCME

/s/ Joe Abraham
/s/ Corrine K. Hanley
/s/ Deloris Lots
/s/ Johnnie A. Coleman
/s/ Claudy C. Roland

HURLEY MEDICAL CENTER

/s/ Jay C. Kitson
/s/ Charley McClendon
/s/ Sam W. Blevins

**SETTLEMENT AGREEMENT
JUNE 29, 1985**

I. **WAGES** - The second pay after Board approval and bargaining unit ratifications.

7/1/85 - 5% lump sum payment subject to all deductions (exclusion of pension contributions). The lump sum payment will be based on 5% of the total regular hours paid during fiscal year 84/85.

7/1/86 - 3.5% across the board increase factored into the base scale.

7/1/87 - 4% lump sum payment subject to all deductions (exclusion of pension contributions). The increase to be based on 4% of the total regular hours paid in the fiscal year 86/87.

II. **CONTRACT CHANGES AND LANGUAGE MODIFICATIONS AS TENTATIVELY AGREED TO:**

Section 6A(c) and III, Section 32A.
Section 37C, Section 42C, Section 43.

III. **Letter of Understanding/Staffing Ratio**

LOCAL 1603, AFSCME

/s/ Joe L. Abraham

/s/ Donald Gardner

/s/ Deloris Lots

HURLEY MEDICAL CENTER

/s/ Phillip C. Dutcher

/s/ David R. Barton

/s/ Booker Brown

CONTRACT EXPIRES: June 30, 1988

**SETTLEMENT AGREEMENT
JULY 18, 1988**

1. One Year Contract expiring June 30, 1989.
2. Effective July 1, 1988 - Two (2%) percent across the board increase.
3. All Tentative Agreements signed to Date.
4. All other Provisions of Current Contract and Supplementary Agreements remain in effect.

LOCAL 1603, AFSCME

/s/ Joe Abraham

/s/ Linda Barnett

/s/ Claudy C. Roland

/s/ Deloris Lots

HURLEY MEDICAL CENTER

/s/ Charley McClendon

/s/ Jay C. Kitson

/s/ Rick Carter

**SETTLEMENT AGREEMENT
AUGUST 3, 1989**

1. Effective 7/1/89: 3%
Effective 7/1/90: 3%
2. Effective 9/1/89: Optical Upgrade - Maximum amount of \$18.00 for frames increased to \$30.00
3. Life Insurance: Part-time employees working 30 hours or more per week will receive five-thousand (\$5,000) dollars life insurance coverage with double indemnity in the event of accidental death.
4. Section 37: Benefit Listings/P.T.
5. Letters of Understanding in effect at the expiration of the current contract shall be extended through the life of the newly ratified contract except those amended by the parties.
6. Two (2) year contract: Expiration June 30, 1991.

LOCAL 1603, AFSCME

/s/ Joe Abraham

/s/ Deloris Lots

/s/ Johnnie A. Coleman

/s/ Claudy Roland

HURLEY MEDICAL CENTER

/s/ Charley McClendon

/s/ Jay C. Kitson

/s/ Rick Carter

SETTLEMENT AGREEMENT
JULY 15, 1991

1. Two year contract expiring June 30, 1993.
2. Across-the-Board Wage Increases:
 - o July 1, 1991 - 4.2%
 - o July 1, 1992 - 4.5%
3. Employees retiring on or after July 1, 1991 will have the caps on their health insurance raised from \$150 and \$100 to \$225 and \$110 per month.
4. All tentative agreements reached to date are made part of the contract.
5. Increase life insurance for full-time employees from \$10,000 to \$15,000.
6. The Medical Center may change the payroll periods to end on Saturday. Those adversely affected on the day of transition (first Sunday of the change) may use any accumulated benefit day to ensure a full check. Additionally, the Medical Center may offer direct deposit to interested employees. It is not the intent of this understanding for the Medical Center to change schedules in the Payroll processing areas for the purpose of avoiding overtime; however, management reserves the right to avoid overtime given budgetary constraints.

LOCAL 1603, AFSCME

/s/ Joe Abraham

/s/ Corrine K. Hanley

/s/ Deloris Lots

/s/ Johnnie A. Coleman

/s/ Claudy C. Roland

HURLEY MEDICAL CENTER

/s/ Jay C. Kitson

/s/ Charley McClendon

/s/ Sam Blevins

/s/ Lisa E. Foster

SETTLEMENT AGREEMENT
JUNE 9, 1993

1. One year contract beginning July 1, 1993, and ending June 30, 1994.
2. Across-the-board wage increase of 2.5 percent less 1 cent per hour effective July 1, 1993.
3. Increase annual maximum on Class I and Class II dental insurance benefits from \$750 to \$1,000.
4. Add first aid and emergency medical rider to Blue Cross and Blue Shield medical insurance effective August 1, 1993.
5. Revise Section 6(III)(C)(6) and Section 6(III)(D)(6), Seniority and Layoff, to:

All employees promoted or laterally transferred shall be required to serve a trial period. During the trial period, either the employee or the Medical Center may elect to return the employee to his/her former position. The trial period shall end 2 weeks (14 calendar days) after the employee has received his/her first probationary performance appraisal in the new position. Employees who complete the trial period but do not successfully complete the remainder of their probationary period shall be returned to their former classification and department if a budgeted vacancy exists. If there is not a budgeted vacancy in the employee's former classification and department, the employee shall be laid off and their name placed on the layoff list for their former classification and department.

6. The parties shall meet and confer within 60 days of ratification of the agreement to develop a hospital-wide policy of equalizing and charging overtime.
7. All tentative agreements to date.

LOCAL 1603, AFSCME

/s/ Joe Abraham

/s/ Claudy C. Roland

/s/ Deloris Lots

/s/ Corrine K. Hanley

HURLEY MEDICAL CENTER

/s/ Jay C. Kitson

/s/ Charley McClendon

/s/ Lisa E. Foster

/s/ Donald Harrison

/s/ Sam W. Blevins

**HURLEY MEDICAL CENTER
SETTLEMENT AGREEMENT
BETWEEN
LOCAL 1603, AFSCME AND HURLEY MEDICAL CENTER
August 8, 1994**

1. Two (2) year contract expiring June 30, 1996.
2. Across-the-board wage increases as follows:

| | |
|-----------------|----|
| July 1, 1994 | 3% |
| January 1, 1995 | 2% |
| July 1, 1995 | 2% |
3. Section 15, II (Overtime) - Add two (2) new sentences after, "If overtime is offered, overtime hours will be equalized within shift....created." The two (2) new sentences are: If no volunteers are obtained from the shift where the overtime work is required, then the procedure for soliciting volunteers (as defined above) shall be implemented utilizing the concept of equalizing across the various shifts. Management also retains the right to avoid consecutive day overtime via such equalization.
4. Effective January 1, 1995, and subject to final approval by the Federal Government, employee pension contributions will be paid in pre-tax dollars.
5. Hospitalization for future retirees increased from \$225/\$110 to \$250/\$125.
6. The Medical Center will pursue the necessary approvals (IRS Section 125) to offer to buy back Healthcare Insurance from employees who do not choose to enroll in a hospitalization program offered by the Medical Center. Employees will receive \$45.00 per pay period taxable income in exchange for choosing no healthcare coverage. Employees who receive such payment will not be eligible for the hospital discount program. Changes in healthcare coverage (such as re-enrollments) will be allowed based on changes in family status (such as marriage, death, birth, divorce, etc.) per IRS Section 125 regulations.
7. The Medical Center will fund the Wage Equity Program up to \$10,000 for the fiscal year commencing July 1, 1994.
8. Section 34 - Medical Service: Revised per attachment.
9. In an effort to ensure fairness for all bargaining unit members, a special conference will be scheduled whenever an employee requests accommodation of a disability under the Americans With Disabilities Act. If an agreement on accommodation can be reached, it will be reduced to writing and signed by management, the union and the employee. If an accommodation can not be worked out and the employee believes

10. Sick Leave Pay Off Program - Employees with more than twenty (20) days accumulated sick days shall have the option of receiving payment for unused days (to be paid at the base rate of pay in effect on June 30) in accordance with the following formula:

| #Earned Sick Days | Maximum # Days Employee May Be Paid | Minimum # Days Banked |
|-------------------|-------------------------------------|-----------------------|
| 7 | 5 | 2 |
| 6 | 4 | 2 |
| 5 | 3 | 2 |
| 4 | 2 | 2 |
| 3 | 1 | 2 |

Requests for payment must be submitted to the Personnel Department no later than May 30 of each year. Payment will be by separate check in the payroll covering the first full pay period in July. Sick days that are not used or paid shall accumulate to the next year. Eligibility for sick day payoffs will be determined at the end of the last pay period for the fiscal year.

11. Employees regularly working 10 hour shifts may use 10 hours of benefit time when granted an entire shift off work. Additionally, if such 10 hour shift employee is sent home due to low census, he or she may use benefit time to supplement worked time in 2 hour increments up to 10 hours total.
12. Change language in TA dated 7/19/91 to reflect that for designated classifications in Nutrition Services and General Services, employees working out of classification for at least two (2) hours but less than four (4) hours, will be paid the higher rate for time worked in the higher classification.
13. Add to Section 14 - Grievance Procedure: Step 4(b) New paragraph: All grievances involving contract interpretation matters shall be appealed via the arbitration procedure and all other matters to either the Civil Service Commission or arbitration. Additionally, the parties will select an arbitrator to handle interpretation issues.
14. All previously signed TA's.

AFSCME LOCAL 1603

HURLEY MEDICAL CENTER

s/s Joe Abraham

s/s Jay C. Kitson

s/s Deloris Lots

s/s Charley McClendon

s/s Corrine Hanley

s/s Sam W. Blevins

s/s Johnnie Coleman

HURLEY MEDICAL CENTER
LETTER OF AGREEMENT
BETWEEN
HURLEY MEDICAL CENTER AND AFSCME, LOCAL 1603

In determining the earliest hire date among AFSCME, Local 1603 members for the purpose of elevation in status decisions, the earliest hire date shall be the earliest hire date in a permanent position represented by AFSCME, Local 1603. Temporary hire dates into an AFSCME, 1603 position will be counted only if there was no break in service. This agreement is effective July 1, 1994.

Joe Abraham s/s _____

Jay C. Kitson s/s _____

HURLEY MEDICAL CENTER
LETTER OF UNDERSTANDING
BETWEEN
AFSCME, LOCAL 1603 AND HURLEY MEDICAL CENTER

Re: Sick and Accident/Life Insurance Program

The parties agree to the following revisions to the above regarded benefit program, specifically in the areas of mental illness (including stress). The provisions of the understanding are as follows:

1. Effective March 2, 1992, all employees placed on mental illness leave will qualify for thirty (30) sick and accident benefit days, provided that the employee is enrolled in an inpatient psychiatric treatment facility. In order to requalify for sick leave under the mental illness guidelines, the employee must have worked six (6) months from the last leave for mental illness. These provisions apply to all mental illness disabilities with a disability date on or after March 2, 1992.
2. With thirty (30) days notice and mutual agreement between the Union and the Medical Center these mental illness provisions may be revised or deleted.

AFSCME, LOCAL 1603

HURLEY MEDICAL CENTER

Joe Abraham s/s _____

Ralph Dawson s/s _____

Claudy Roland /s/ _____

Charley McClendon /s/ _____

HURLEY MEI AL CENTER COMPENSATION SCHEDULE
 AFSCME LOCAL 1603
 EFFECTIVE 7/1/94

| LEVEL | 1/6MOS | 2/6MOS | 2YR | 3YR | 4YR | 5YR | 11/15YR | 16/20YR | 21YR+ |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2 | 8.6211 | 9.4224 | 9.5028 | 9.6882 | 9.8767 | 10.0446 | 10.1651 | 10.2815 | 10.4277 |
| 3 | 8.8189 | 9.5316 | 9.6181 | 9.8066 | 10.0054 | 10.1846 | 10.3021 | 10.4236 | 10.5781 |
| 4 | 8.9239 | 9.6418 | 9.7314 | 9.9251 | 10.1342 | 10.3258 | 10.4380 | 10.5719 | 10.7285 |
| 5 | 9.0310 | 9.7490 | 9.8458 | 10.0446 | 10.2588 | 10.4658 | 10.5771 | 10.7172 | 10.8799 |
| 6 | 9.1855 | 9.9076 | 10.0085 | 10.2166 | 10.4380 | 10.6492 | 10.7728 | 10.9129 | 11.0952 |
| 7 | 9.3349 | 10.0652 | 10.1723 | 10.3896 | 10.6142 | 10.8335 | 10.9716 | 11.1106 | 11.3094 |
| 8 | 9.5018 | 10.2372 | 10.3505 | 10.5802 | 10.8088 | 11.0468 | 11.1868 | 11.3310 | 11.5329 |
| 9 | 9.6717 | 10.4092 | 10.5276 | 10.7728 | 11.0086 | 11.2579 | 11.4031 | 11.5504 | 11.7595 |
| 10 | 9.8344 | 10.5740 | 10.6996 | 10.9489 | 11.2023 | 11.4577 | 11.6071 | 11.7647 | 11.9810 |
| 11 | 9.9972 | 10.7316 | 10.8727 | 11.1271 | 11.3939 | 11.6596 | 11.8213 | 11.9841 | 12.2004 |
| 12 | 10.1620 | 10.9026 | 11.0478 | 11.3166 | 11.5916 | 11.8666 | 12.0253 | 12.2004 | 12.4239 |
| 13 | 10.3299 | 11.0735 | 11.2198 | 11.5041 | 11.7873 | 12.0726 | 12.2395 | 12.4177 | 12.6566 |
| 14 | 10.5019 | 11.2466 | 11.3939 | 11.6915 | 11.9841 | 12.2786 | 12.4517 | 12.6360 | 12.8853 |
| 15 | 10.6636 | 11.4248 | 11.5751 | 11.8872 | 12.1890 | 12.4918 | 12.6711 | 12.8626 | 13.1243 |
| 16 | 10.8346 | 11.6009 | 11.7595 | 12.0871 | 12.3888 | 12.7051 | 12.8946 | 13.0892 | 13.3653 |
| 17 | 11.0231 | 11.7976 | 11.9604 | 12.2910 | 12.6154 | 12.9409 | 13.1377 | 13.3406 | 13.6228 |
| 18 | 11.2126 | 11.9933 | 12.1602 | 12.4980 | 12.8410 | 13.1799 | 13.3838 | 13.5939 | 13.8793 |
| 19 | 11.4454 | 12.2261 | 12.4064 | 12.7596 | 13.1129 | 13.4673 | 13.6733 | 13.8968 | 14.1934 |
| 20 | 11.6823 | 12.4589 | 12.6433 | 13.0202 | 13.3838 | 13.7598 | 13.9658 | 14.2047 | 14.5076 |

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE
 AFSCME LOCAL 1603
 EFFECTIVE 7/1/94

| <u>LEVEL</u> | <u>1/6MOS</u> | <u>2/6MOS</u> | <u>2YR</u> | <u>3YR</u> | <u>4YR</u> | <u>5YR</u> | <u>11/15YR</u> | <u>16/20YR</u> | <u>21YR+</u> |
|---------------------------|---------------|---------------|------------|------------|------------|------------|----------------|----------------|--------------|
| 21 | 11.9480 | 12.7421 | 12.9296 | 13.3117 | 13.7021 | 14.0853 | 14.3108 | 14.5518 | 14.8413 |
| 22 | 12.3003 | 13.1263 | 13.3179 | 13.7732 | 14.1944 | 14.6126 | 14.8423 | 15.0802 | 15.3666 |
| 22A | 12.6546 | 13.5157 | 13.7752 | 14.2295 | 14.6868 | 15.1431 | 15.3676 | 15.6097 | 15.8950 |
| 22B | 13.0058 | 13.7999 | 14.1944 | 14.6888 | 15.1760 | 15.6715 | 15.8960 | 16.1370 | 16.4223 |
| BIO MED ENG TECH | | | | | | | | | |
| I | 13.2149 | 13.9153 | 14.1986 | 14.9803 | 15.8682 | 16.7447 | 16.9816 | 17.2422 | 17.5388 |
| II | 13.9853 | 14.4355 | 14.8732 | 15.7497 | 16.6376 | 17.5141 | 17.7624 | 18.0343 | 18.3443 |
| III | 14.7671 | 15.2172 | 15.6550 | 16.5315 | 17.4204 | 18.2969 | 18.5318 | 18.8047 | 19.1240 |
| ELECTRICIAN/DISCRETIONARY | | | | | | | | | |
| | 15.6972 | 15.9238 | 16.1545 | 16.6294 | 17.1186 | 17.5955 | 17.7860 | 17.9807 | 18.1723 |

3% EFFECTIVE 7/1/94

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE
 AFSCME LOCAL 1603
 EFFECTIVE 1/1/95

1.02

| <u>LEVEL</u> | <u>1/6MOS</u> | <u>2/6MOS</u> | <u>2YR</u> | <u>3YR</u> | <u>4YR</u> | <u>5YR</u> | <u>11/15YR</u> | <u>16/20YR</u> | <u>21YR+</u> |
|--------------|---------------|---------------|------------|------------|------------|------------|----------------|----------------|--------------|
| 2 | 8.7935 | 9.6108 | 9.6929 | 9.8820 | 10.0742 | 10.2455 | 10.3684 | 10.4871 | 10.6363 |
| 3 | 8.9953 | 9.7222 | 9.8105 | 10.0027 | 10.2055 | 10.3883 | 10.5081 | 10.6321 | 10.7897 |
| 4 | 9.1024 | 9.8346 | 9.9260 | 10.1236 | 10.3369 | 10.5323 | 10.6468 | 10.7833 | 10.9431 |
| 5 | 9.2116 | 9.9440 | 10.0427 | 10.2455 | 10.4640 | 10.6751 | 10.7886 | 10.9315 | 11.0975 |
| 6 | 9.3692 | 10.1058 | 10.2087 | 10.4209 | 10.6468 | 10.8622 | 10.9883 | 11.1312 | 11.3171 |
| 7 | 9.5216 | 10.2665 | 10.3757 | 10.5974 | 10.8265 | 11.0502 | 11.1910 | 11.3328 | 11.5356 |
| 8 | 9.6918 | 10.4419 | 10.5575 | 10.7918 | 11.0250 | 11.2677 | 11.4105 | 11.5576 | 11.7636 |
| 9 | 9.8651 | 10.6174 | 10.7382 | 10.9883 | 11.2288 | 11.4831 | 11.6312 | 11.7814 | 11.9947 |
| 10 | 10.0311 | 10.7855 | 10.9136 | 11.1679 | 11.4263 | 11.6869 | 11.8392 | 12.0000 | 12.2206 |
| 11 | 10.1971 | 10.9462 | 11.0902 | 11.3496 | 11.6218 | 11.8928 | 12.0577 | 12.2238 | 12.4444 |
| 12 | 10.3652 | 11.1207 | 11.2688 | 11.5429 | 11.8234 | 12.1039 | 12.2658 | 12.4444 | 12.6724 |
| 13 | 10.5365 | 11.2950 | 11.4442 | 11.7342 | 12.0230 | 12.3141 | 12.4843 | 12.6661 | 12.9097 |
| 14 | 10.7119 | 11.4715 | 11.6218 | 11.9253 | 12.2238 | 12.5242 | 12.7007 | 12.8887 | 13.1430 |
| 15 | 10.8769 | 11.6533 | 11.8066 | 12.1249 | 12.4328 | 12.7416 | 12.9245 | 13.1199 | 13.3868 |
| 16 | 11.0513 | 11.8329 | 11.9947 | 12.3288 | 12.6366 | 12.9592 | 13.1525 | 13.3510 | 13.6326 |
| 17 | 11.2436 | 12.0336 | 12.1996 | 12.5368 | 12.8677 | 13.1997 | 13.4005 | 13.6074 | 13.8953 |
| 18 | 11.4369 | 12.2332 | 12.4034 | 12.7480 | 13.0978 | 13.4435 | 13.6515 | 13.8658 | 14.1569 |
| 19 | 11.6743 | 12.4706 | 12.6545 | 13.0148 | 13.3752 | 13.7366 | 13.9468 | 14.1747 | 14.4773 |
| 20 | 11.9159 | 12.7081 | 12.8962 | 13.2806 | 13.6515 | 14.0350 | 14.2451 | 14.4888 | 14.7978 |

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE
 AFSCME LOCAL 1603
 EFFECTIVE 1/1/95

1.02

| LEVEL | 1/6MOS | 2/6MOS | 2YR | 3YR | 4YR | 5YR | 11/15YR | 16/20YR | 21YR+ |
|---------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 21 | 12.1870 | 12.9969 | 13.1882 | 13.5779 | 13.9761 | 14.3670 | 14.5970 | 14.8428 | 15.1381 |
| 22 | 12.5463 | 13.3888 | 13.5843 | 14.0487 | 14.4783 | 14.9049 | 15.1391 | 15.3818 | 15.6739 |
| 22A | 12.9077 | 13.7860 | 14.0507 | 14.5141 | 14.9805 | 15.4460 | 15.6750 | 15.9219 | 16.2129 |
| 22B | 13.2659 | 14.0759 | 14.4783 | 14.9826 | 15.4795 | 15.9849 | 16.2139 | 16.4597 | 16.7507 |
| BIO MED ENG TECH | | | | | | | | | |
| I | 13.4792 | 14.1936 | 14.4826 | 15.2799 | 16.1856 | 17.0796 | 17.3212 | 17.5870 | 17.8896 |
| II | 14.2650 | 14.7242 | 15.1707 | 16.0647 | 16.9704 | 17.8644 | 18.1176 | 18.3950 | 18.7112 |
| III | 15.0624 | 15.5215 | 15.9681 | 16.8621 | 17.7688 | 18.6628 | 18.9024 | 19.1808 | 19.5065 |
| ELECTRICIAN/DISCRETIONARY | | | | | | | | | |
| | 16.0111 | 16.2423 | 16.4776 | 16.9620 | 17.4610 | 17.9474 | 18.1417 | 18.3403 | 18.5357 |

2% EFFECTIVE 1/1/95



