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6/30/96

A G R E E M E N T

between

HURLEY MEDICAL CENTER

and

HURLEY MEDICAL CENTER SUPERVISOR'S  
UNION, LOCAL 1973  
AFFILIATED WITH COUNCIL 25, A.F.S.C.M.E.

AFL-CIO

JULY 1, 1994 - JUNE 30, 1996

*Hurley Medical Center*

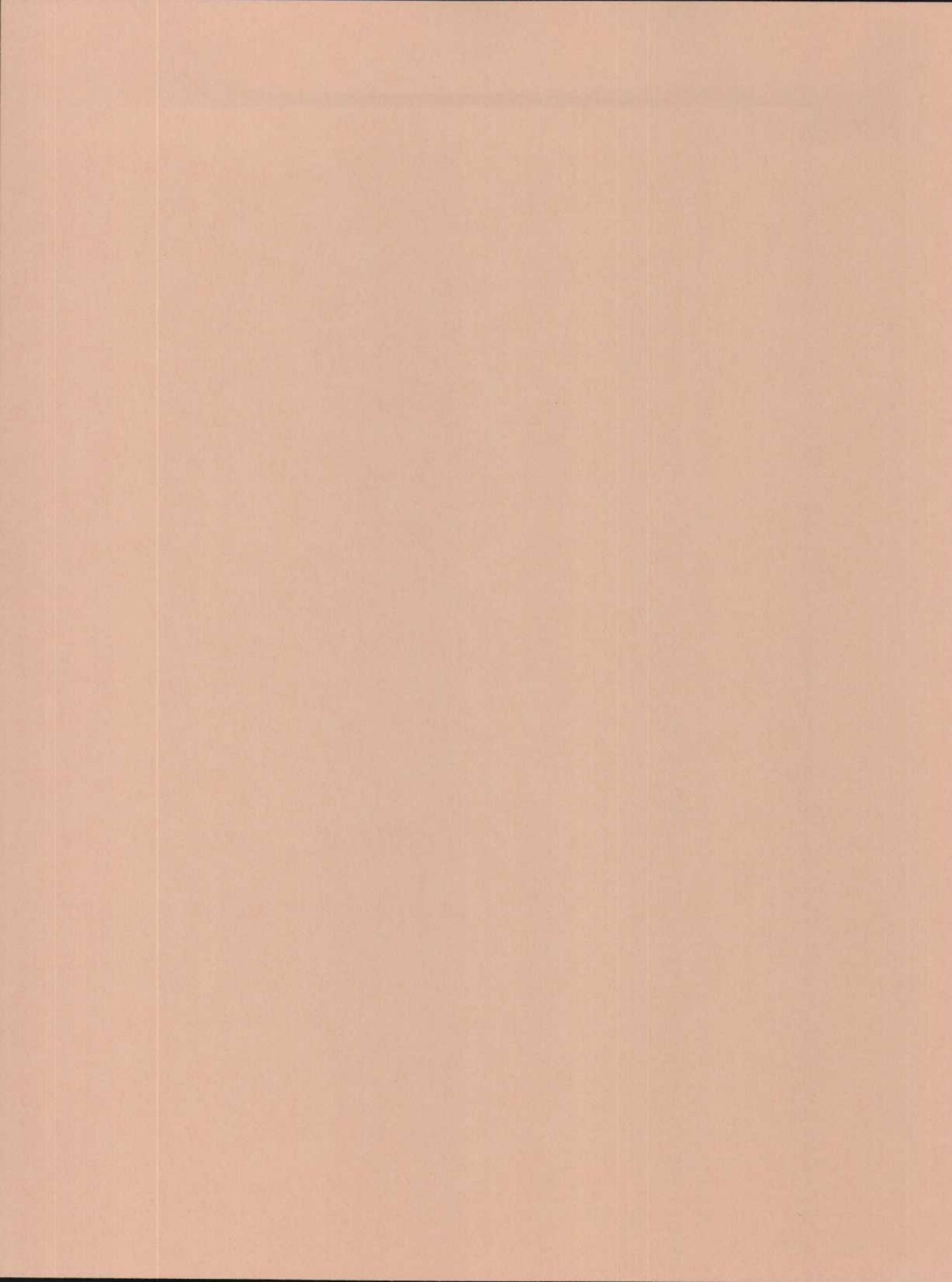


TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Agreement . . . . .	1
Purpose and Intent . . . . .	1
1. Recognition . . . . .	1
2. Union Membership and Security . . . . .	2
3. Payroll Deduction for Union Dues . . . . .	3
4. Management Rights & Responsibilities . . . . .	4
5. Representation . . . . .	5
6. Negotiation Procedure . . . . .	6
7. Conferences . . . . .	7
8. Grievance Procedure . . . . .	7
9. Salaries . . . . .	10
10. Health Program . . . . .	14
11. Vacations . . . . .	15
12. Holidays . . . . .	18
13. Leaves of Absence . . . . .	19
Personal Days . . . . .	28
14. Worker's Compensation and Supplemental Pay . . . . .	29
15. Jury Duty, Court Time . . . . .	29
16. Insurance Program . . . . .	30
Military/Governmental Buy-Back . . . . .	34
17. Educational Courses . . . . .	35
18. Savings Clause . . . . .	38
19. Maintenance of Benefits . . . . .	38
20. Part-Time and Temporary Employees . . . . .	38
21. Unemployment Compensation . . . . .	41
22. Withholding of Services . . . . .	41
23. Other Provisions . . . . .	41
24. Seniority . . . . .	42
Layoff Policy . . . . .	44
25. Shift Preference . . . . .	46
26. Reclassification or Reallocation of Position . . . . .	46
Term of Agreement . . . . .	48
Letter of Understanding, Apprenticeship Employees . . . . .	49
Letter of Understanding, Arbitrator Ad Hoc Panel . . . . .	50
Letter of Understanding, Dental/Vision Coverage, Retirees . . . . .	51
Letter of Understanding, Red Cross Drives . . . . .	52
Letter of Understanding, President's Release . . . . .	53
Letter of Understanding, Compensatory Time Off . . . . .	54

Settlement Agreement, Public Safety Supervisors . . . . .	55
Settlement Agreement, Change in Payroll Periods . . . . .	56
Settlement Agreement (7-1-83) . . . . .	57
Settlement Agreement (7-1-85) . . . . .	58
Settlement Agreement (7-1-88) . . . . .	59
Settlement Agreement (7-1-89) . . . . .	60
Settlement Agreement (7-1-91) . . . . .	62
Settlement Agreement (7-1-93) . . . . .	63
Settlement Agreement (7-1-94) . . . . .	65

## A G R E E M E N T

This Agreement, entered into this 1st day of July, 1994 by and between Hurley Medical Center, a Department of the City of Flint, Michigan, hereinafter referred to as the "EMPLOYER" and Hurley Medical Center Supervisor's Union, Local 1973, affiliated with Council 25, and chartered by A.F.S.C.M.E., AFL-CIO, hereinafter referred to as the "UNION."

### 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 between the City of Flint, Hurley Medical Center, in its capacity as an Employer, and the Union, in its capacity as a representative of the employees, so as to serve the best interests of the parties and the people of the City of Flint.

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

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

It is agreed by Hurley Medical Center and the Union that the Medical Center is legally and morally obligated to provide equality of opportunity and treatment for all employees of Hurley Medical Center and to establish policies and regulations that will insure such equality of opportunity and treatment for all persons employed by the Medical Center in all phases of the employment process.

### ARTICLE 1. RECOGNITION

The Medical Center hereby recognizes the Union as the exclusive bargaining representative, as defined in Act. No. 379, State of Michigan Public Acts of 1965, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other terms and conditions of employment of all of the employees of

Hurley Medical Center as certified by the M.E.R.C. Case No. R 72, B 39, and R 72, B 70, and described as follows: "All supervisory employees of Hurley Medical Center but excluding Department Heads, Assistant Department Heads, R.N.'s, L.P.N.'s, confidential employees and managerial employees."

## ARTICLE 2. UNION MEMBERSHIP AND SECURITY

A. All employees covered by this Agreement who are members of this Union in good standing on the effective date of this Agreement shall remain members in good standing of the Union for the duration of this Agreement.

B. It shall be a condition of employment that all employees covered by this Agreement shall, not later than the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Union. Any employee who fails to comply with these provisions shall have their employment terminated immediately upon expiration of the stated time limits.

C. The Union is to hold the employer harmless, if as a result of dues deduction in compliance with this paragraph, any Court, State Board, Commission, or any other authority rules that any employee is entitled to refund of such dues.

D. Names, addresses, and dates of hire of present employees and/or those hired to fill positions covered by this Agreement shall be furnished to the Union by the Medical Center. The Medical Center will provide the local a copy of newly created exempt (job descriptions) classifications. Should the local have any concerns relative to the designation of the classification as exempt, a special conference may be scheduled. The special conference shall in no way prevent the Medical Center from exercising its rights with respect to exempt classifications.

E. The Employer, either in hiring, promoting, advancing, or assigning to jobs, or any other term of condition of employment, agrees not to discriminate against any employee because of race, color, national origin, height, weight, non-disqualifying handicap, political affiliation, membership in or activity on behalf of the union. The union shall share equally with the employer, the responsibility for applying the provisions of this agreement.

F. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

G. Residency - No employees shall be required to maintain or establish residency as a condition of employment nor shall any discrimination be exercised due to location of residency.

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

The right of contracting or subcontracting is vested in the Medical Center. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

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

### ARTICLE 3. PAYROLL DEDUCTION FOR UNION DUES

A. The Medical Center agrees to deduct from the salaries of employees dues in accordance with the standard form used, provided that the same form shall be executed by the employee and filed with the Labor Relations Office of the Medical Center. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement.

B. Dues shall be deducted in twelve (12) monthly installments from the second pay period of the month. Regular deductions shall not be made for an employee who is on leave or lay-off or any other reason when such deduction cannot be made from the employee's regular pay.

C. The Union shall give written notification to the Medical Center of the amount of the dues which are to be deducted. The deduction amounts for these dues shall not be subject to change more than once during the entire fiscal year with the Union providing thirty (30) days written notice of such change.

D. All dues so deducted shall be turned over to the Treasurer of the Local together with the names of members from which dues have been collected.

#### ARTICLE 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Medical Center retains the sole right to manage its business, including but not limited to the rights to decide the number and location of its buildings and the services to be rendered and the equipment and supplies to be purchased; to maintain order and efficiency in all of its operations, to hire, lay-off, assign, and direct, transfer and promote employees and to determine starting and quitting times and the number of hours to be worked; and all other rights and prerogatives including those normally exercised in the past, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

B. The Medical Center retains the sole right to discipline and discharge employees for cause, provided that in the exercise of this right it will not act in violation of this Agreement. Complaints that the Medical Center has violated this paragraph may be taken up through the grievance procedure.

C. The right of the Medical Center to make such reasonable rules and regulations, and/or to modify existing rules and regulations, not in conflict with this agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operations, and after fourteen (14) days advance notice to the Union to require compliance therewith by employees is recognized. The Union reserves the right to question the reasonableness of the Medical Center's rules and regulations through the grievance procedure, and may request a joint conference meeting during the fourteen (14) day period mentioned above and before such rules and regulations are to become effective.

D. The above rights and responsibilities must be exercised consistent with all terms of this contract and all working conditions, practices, and policies existing at the time of execution of this contract or during the term of this contract. This shall not constitute a



waiver by the Union of its rights to grieve on any of the above actions if in a particular case such is improperly undertaken or adversely affects the rights of any employees.

E. All pertinent provisions of the Charter of the City of Flint not in conflict with any provision of this contract, are made a part of this contract.

#### ARTICLE 5. REPRESENTATION

A. Grievance Committee - Members of the Union shall be represented by a Grievance Committee composed of two (2) members. Each will have an alternate who will function only when the regular member is absent. In addition, the Chairman of the Negotiating Committee may function as Chairman of the Grievance Committee.

B. Notification to the Employer - The Union will keep the Labor Relations Department informed in writing of the names of the committeemen and their alternates as soon as possible but not later than the day before their appointment.

C. Released Time - The Employer agrees to grant reasonable time off and compensate members of the Grievance Committee or their alternates at their regular hourly rate for any scheduled working hours required in the grievance procedure and special conferences. The Grievance Committee members shall investigate and process grievances at all levels of the grievance procedure.

D. Negotiating Committee - The Union will be represented in negotiations by a negotiating committee not exceeding two (2) members or their alternates, paid by the Medical Center, and Council or International representatives as determined by the Union.

E. Negotiations - Negotiation meetings between the parties may be held at times during the scheduled working hours of the Union's negotiating committee members. The Employer will arrange to release the employees from their work assignments and compensate them at their regular rate for any scheduled working hours spent in negotiations.

F. Civil Service Meetings - When meetings with the Civil Service Commission or its representatives are scheduled during regular scheduled working hours, the Union members selected to constitute the Negotiating Committee shall be granted leave with pay to participate in such meetings; provided, however, that such leave shall be limited to not more than two (2) representatives at any one (1) meeting.

G. Grievance Adjustment - Employees who are members of the Grievance Committee who must investigate or be present to assist in the processing of grievances, before leaving their assigned work, shall first notify the Labor Relations Office and when they return, shall report to the Labor Relations Office.

H. Either the president or the bargaining chairman of the local (but not both) by virtue of their respective offices and the necessity of functioning properly for the local union and meeting during business hours with Medical Center administration as required, may elect to work a first shift assignment/schedule. Changes to said shift assignment must be arranged via the appropriate departmental director.

I. Prior Meetings - On grievances starting with Step Two (2), the Grievance Committee members will be allowed to meet at a place designated by the Employer on the Employer's property for not more than one-half (1/2) hour immediately preceding the meeting.

J. Medical Center Access - Council or International representatives of the Union, after first notifying the Labor Relations Department, may visit the areas of the Medical Center where the employees they represent are located for the purpose of representing such employees in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and they do not interfere with service of the Hospital.

## ARTICLE 6. NEGOTIATION PROCEDURE

A. If mutual agreement has been reached to reopen negotiations on non-economic provisions, any such supplementary agreement reached during the term of this Agreement shall be made a part of it.

B. Any Agreement so negotiated shall be reduced to writing and signed by the authorized representatives of the Hospital and the Union. The Medical Center and all members of the bargaining unit shall abide by the Agreement.

C. Impasse Situation - If the parties hereto reach an impasse in any contract negotiations and are unable to reach agreement, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended, may be followed by either party.

## ARTICLE 7. CONFERENCES

A. Employee Relations Meetings - Regular employee relations meetings for the discussion of important matters will be held on the first Thursday of each month or a mutually agreed upon date. Such meetings will be attended by at least two (2), but not more than three (3) representatives of the Union employed by the Medical Center, at least one (1) of whom shall be a member of the Negotiating Committee. At least twenty-four (24) hours notice of the agenda will be given by each party and the discussion in these meetings will be limited to those items 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 spent in such meetings. These meetings may be attended by a non-employee representative of the Union.

### B. Special Conferences

1. Special conferences for important matters that may arise between such regular employee relations meetings may be arranged between the negotiating committee chairman, or his designated representative from the negotiating committee, and the Director of the Medical Center, or his designated representatives. The same rules apply to special conferences as outlined above for regular employee relations meetings.

2. The above Union members may meet at a place designated by the appropriate Medical Center officials for at least one-half (1/2) hour immediately preceding employee relations meetings and special conferences.

## ARTICLE 8. GRIEVANCE PROCEDURE

### A. Statement of Purpose

1. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise concerning the interpretation of this agreement or any disturbance of normal operations.

2. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees. Both parties agree that proceedings under this article shall be kept as informal and confidential as may be appropriate.

B. Definitions

1. "Grievance" shall mean a complaint by an employee or group of employees based upon an event, condition or circumstance under which he or they work, allegedly caused by a violation, misinterpretation or inequitable application of established policy or any provision of this Agreement, and which has been submitted within ten (10) days following the knowledge of the occurrence by the employee, or the Union, as the case may be. However, in no case shall claims involving wages be valid for more than thirty (30) days retroactively from the date the grievance is first filed.

2. Time limits defined are to be considered as maximum, but may be extended by mutual consent, and the term "days" shall mean consecutive days exclusive of weekends and holidays. Also the meaning of "days" within the arbitration process shall remain calendar days.

C. Steps in the Grievance Procedure -

STEP ONE

a. An employee with a grievance shall first discuss it with his immediate supervisor either individually or with his Grievance Committeeman, to try to resolve the matter informally.

b. If the grievance is not satisfactorily resolved by the Supervisor's answer at Step One (a) the Grievance Committeeman shall submit it in writing within five (5) days of the conclusion of Step One (a) on the grievance form and the Grievance Committeeman shall present it to the immediate supervisor who shall submit a written answer to the Grievance Committeeman within five (5) days. If the immediate supervisor and the Department Head mentioned below are the same person, the written grievance shall be filed at Step Two.

STEP TWO

If the Supervisor's written answer is not satisfactory, the Grievance Committee member may file it with the appropriate Department Head, or his designate, within seven (7) days from the date it is returned at Step One. When so filed, a meeting between the Grievance Committee member and the Department Head or his designate will be held to discuss the grievance within seven (7) days from the date the grievance is submitted to the Department Head. The grievant may attend that meeting if requested by either party. The

Department Head shall submit his answer to the grievance in writing on the grievance form and return it to the person who filed it within seven (7) days after the meeting.

### STEP THREE

If the grievance is not resolved at Step Two, the Chairman of the Grievance Committee or his representative may submit the grievance to the Director of the Medical Center or his designate within seven (7) days from the date it is returned at Step Two. A meeting between not more than two (2) members of the Grievance Committee, one of whom should be the Chairman, and the Director of the Medical Center and/or his designated representatives, will be held to discuss the grievance within seven (7) days from the date the grievance is filed at Step Three. The Medical Center Director or his representatives shall submit his written answer to the Chairman of the Grievance Committee within seven (7) days following the meeting.

### STEP FOUR

a. Appeals - Any grievance that is unresolved at Step Three of the grievance procedure may be submitted to an arbitrator or to the Civil Service Commission, if the case involves a promotion, reallocation/reclassification, or disciplinary action up to and including discharge. In such instances, the request for hearing must be made within thirty (30) days of the third step answer to the Flint Civil Service Commission, or within thirty (30) days of the third step answer for arbitration. All other grievances which remain unresolved at step three may be appealed to an arbitrator by written notice to the Employer by the Union within thirty (30) days after the grievance is answered at step three.

b. The arbitrator will be selected by one representative of the hospital management and one representative of the union. If the parties are unable to agree on the selection of the arbitrator, the American Arbitration Association will make the selection.

c. Powers of the Arbitrator - The arbitrator shall be empowered to hear, investigate, and decide any difference between the parties which arises in connection with the interpretation, enforcement and application of the provisions of this Agreement subject to the limitations stated below. The Arbitrator shall have full discretion to uphold or rescind or modify disciplinary measures imposed by the Employer. The Arbitrator shall have no power to:

1. Add to, subtract from, or otherwise modify any of the provisions of this Agreement.

2. Establish or modify any salary rate or plan.

The Arbitrator may conduct such investigations as may be considered appropriate. At the appeal hearing each party shall have the option of presenting witnesses to matters ruled advisable by the Arbitrator and such witnesses may be cross-examined by the Arbitrator or the opposing party. d. Arbitrator's Decision - There shall be no appeal from an Arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. It shall be final and binding on the Union, on all bargaining unit employees and on the Employer. It shall be stipulated in the request for appeal that a decision is desired within fifteen (15) days after the hearing.

e. Fees and expenses - The fees and expenses of the Arbitrator shall be shared equally by both parties. All other expenses related to the appeal process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expenses.

f. The Arbitrator's decision shall be binding on both parties and the Union will discourage and will not cooperate with or give aid to any member of the bargaining unit in any appeal from such decision to any court or appeal board.

g. In the event either party desires more than the basic findings of the Arbitrator, such as a transcript or a detailed opinion, the cost shall be borne by the party making the request.

## ARTICLE 9. SALARIES

A. The parties agree that the salary schedule for employees in this bargaining unit shall be as set forth in the Hurley Medical Center Pay Schedule attached hereto and made a part of this Agreement. The salary schedule is based upon an eight (8) hour work day with ten (10) such work days during a fourteen (14) day pay period.

B. The standard shift shall consist of not more than eight and one-half (8 1/2) hours consecutive in a twenty-four (24) hour period, including an unpaid lunch period of one-half (1/2) hour and two (2) paid fifteen (15) minute rest periods.

C. The salary schedules establish the salaries of employees working on a day shift. Each employee who works a majority of hours between 3:00 p.m. and 11:00 p.m. shall be entitled to additional remuneration over that set forth in the Salary Schedule, at the rate of 6.5 percent per hour for the time worked during such shift. The third (3rd) shift differential will be eight (8%) percent for employees who work on the third (3rd) shift.

A weekend differential of eight (8%) percent effective January 1, 1990, for hours worked by all employees (in the bargaining unit); the above to be computed on the base rate only, excluding any shift differential (i.e., differentials are not to be compounded), e.g.,

1st shift on weekends = 8% + base

2nd shift on weekends = 14.5% + base

3rd shift on weekends = 16% + base

D. One and one-half (1 1/2) times the base rate will be paid for all hours worked over eight (8) in any twenty-four (24) hour period and for all hours worked over eight (80) during a fourteen (14) day pay period.

E. Full-time employees who are scheduled or called in to work on their scheduled day off shall 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 requested by the employee and mutually agreed to/granted by the departmental director or designee. If an employee uses a compensatory day during a pay period, then is scheduled/called into work on an otherwise off day without mutual agreement, premium compensation for time worked shall be paid.

F. Both overtime and holiday rates shall not be paid for the same hours worked so that premium payments are not duplicated in such cases.

G. Employees will normally be assigned to a regular shift and regular days off.

H. If any employee is scheduled to work more than seven (7) consecutive days in a fourteen (14) day period, any additional consecutive days worked thereafter shall be paid at one and one-half (1 1/2) times the base rate except in an emergency or by the mutual consent of the employee; provided, however, that such premium pay shall be limited to seven (7) days.

I. Overtime hours shall be divided as equally as possible among employees working in the same classification. Employees who refuse overtime assignments shall be charged with the appropriate number of hours as though they had worked. In cases of emergency, overtime may be mandatory.

J. For the purposes of computing overtime for full-time employees, approved paid absences (i.e., holidays, sick leave days, personal days, vacation days and paid emergency leave days) shall be counted as hours worked. However, in accordance with the Medical Center's practices, such absences shall not be considered in determining overtime pay for working more than seven (7) consecutive days.

K. Emergency Call-In

1. 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.

2. 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.

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

L. Employees who are required to perform standby duty shall be paid a bonus of 22.5% of their base salary for each hour of standby not to exceed nine (9) hours of each day of standby, or forty (40) hours per week, when required to work such service and shall receive overtime pay for all hours required to work while on standby in addition to standby pay received.

Labor Relations and Local 1973 to determine what positions are to be eligible for standby pay and also who will be paid standby pay.

M. Weekends

All full-time employees shall normally be scheduled every other Saturday and Sunday off. Employees who are scheduled or required to work two (2) consecutive Saturdays or Sundays, without mutual agreement of both parties, will be paid overtime, one and one-half (1 1/2) times their regular rate of pay for the second Saturday and Sunday worked.

N. In the event a department changes to a ten (10) hour day, four (4) day a week, or a twelve (12) hour day, three (3) day a week operation, all regular hours worked on a



daily basis will be at the straight time and rate, all hours worked over ten (10) or twelve (12) hours a day shall be paid at the premium rate. The utilization of benefit time will be subject to negotiations on a departmental basis.

All employees when working an alternate schedule, e.g., ten (10) hour or twelve (12) hour shift/schedule, shall receive overtime for any hours worked over forty (40) hours in a week and ten (10) hours/twelve (12) hours in a 24 hour period. Overtime for working an alternate shift/schedule shall be paid as herein provided instead of overtime based on over eight (8) hours in a 24 hour period and 80 hours in a pay period. The parties understand that the establishment of alternate shifts/schedules shall be by mutual agreement between the Union and the Medical Center.

O. Any alleged pay shortages of employees caused by the Employer, upon verification by the Personnel department, will upon request, be paid within twenty-four hours except on weekends. 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 25% of the employees net pay 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. Any employee having a pay shortage, and issued a separate check, shall be entitled to an explanation by Payroll department, regarding tax deductions, upon request to the Labor Relations department.

P. Flex Time - If permission is requested in writing twenty-four (24) hours in advance, employees may, upon approval of their supervisor, alter their starting time by three (3) hours. Additionally, any short shift overtime created by employees exercising this option pursuant to the above will be automatically waived/not paid. The intent of the above is that employees, barring unforeseen circumstances, will work a complete shift.

## ARTICLE 10. HEALTH PROGRAM

### A. PHYSICAL EXAMINATION

1. Prospective new hires 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.

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 tests 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. Emergency treatment is defined as those conditions covered by Blue Cross-Blue Shield Insurance (or which would have been covered in the case of an eligible but non-participating employee). Cost incurred by the employee for non-emergency treatment will be the responsibility of the employee.

Implementation of this section shall be the responsibility of the Medical Center Director of designee.

D. SAFETY

Employees will conform to applicable safety rules established by the Medical Center. When applicable to members of the Union, Safety rules published by a State of Michigan Department or Commission or established by State Statute are made a part of this contract.

ARTICLE 11. VACATIONS

A. Vacations for employees employed by Hurley Medical Center shall be computed on the basis of time worked each fiscal year; a fiscal year is defined as commencing the first (1st) of July and ending the following June 30. Employees must have completed one (1) full year of service before vacation accrual is granted.

B. Vacation leave shall be computed and accrued on the basis of the fiscal year and for consecutive service. Consecutive service for purposes of administration of this provision shall mean employment uninterrupted by resignation or discharge, provided that

employees shall not receive credit for purpose of determination of eligibility for vacation leave of absence without pay of two (2) calendar weeks or longer. A fiscal year vacation shall accrue on the following basis:

<b>Year of Service</b>	<b>Days Accrued</b>	<b>Per Hours Worked</b>	<b>Maximum No. of Days Per Calendar Year</b>	<b>Maximum Accumulation Days</b>
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. In the event the employee suffers a compensable injury or illness and is, therefore, unable to use his accumulated vacation time, such vacation time may be retained as accumulated and used in accordance with this Article, Paragraph I.

D. Vacations may be taken at any time during the fiscal year with the approval of the Medical Center.

E. An employee whose vacation period contains a holiday shall have one (1) day added to his vacation, or may schedule one (1) vacation day at a subsequent time.

F. An employee who is on leave of absence because of illness and has exhausted his sick leave accumulation shall have the option of either going on leave of absence

without pay or using his currently earned vacation days for the remaining period when he is ill.

G. If an employee's service with the Medical Center is terminated at any time after he has completed one (1) year of service, or if he enters the armed forces of the United States regardless of his length of service, he shall receive vacation pay accumulated up to the date of termination. In case of his death, the proportionate share of his unused vacation pay will be paid to the employee's estate.

H. Whenever possible, vacations will be scheduled in advance and will normally be scheduled in accordance with the employee's request. Conflicts in schedules shall be resolved on a seniority basis except that this right must be exercised at least one (1) month in advance. However, the Medical Center reserves the right to approve vacation schedules in accordance with the needs of the Medical Center and patient care.

I. If a regularly scheduled payday falls during an employee's vacation, he may receive his check in advance before going on vacation.

J. Vacation schedules shall be developed by the Department Head. Requests on standard Medical Center leave form for specific periods may be made six (6) weeks in advance of period requested. Requests must be submitted no later than two (2) weeks prior to period requested. Only through emergency and Department Head approval may this notice period be waived. The Department Head or his/her designate shall notify the employee of approval or disapproval of period requested no later than one (1) calendar week after request is submitted. This one (1) week period shall be waived in emergency cases. With Department Heads approval, requests for vacations less than 3 days may be submitted after the two (2) week period.

K. In the event members of Local 1973 have a vacation request denied because of the need of their services, beginning with fiscal year 79/80, they will have all vacation days in excess of the appropriate maximum accumulation paid off on the first pay period following 7-1-80, and each year thereafter under similar circumstances.

## ARTICLE 12. HOLIDAYS

A. Regular Holidays observed by the Medical Center are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

1. Each full-time employee will be paid for each of the above listed holidays at his regular straight time rate of pay provided that he has worked on his last scheduled working day prior to the holiday and his next scheduled working day after the holiday or has had his absence for either or both of such days excused by the Medical Center.

2. Each employee who is required to work on a regular holiday shall be paid at the rate of one and one-half (1 1/2) times his regular rate of pay for hours actually worked.

3. If a regular holiday falls on an employee's scheduled day off, then that day shall be the employee's regular holiday and another day off may be assigned, if mutually agreed between the employee and his supervisor.

B. Special Holidays observed by the Medical Center are the employee's birthday and the day after Thanksgiving.

1. Full-time employees who are not scheduled to work on a special holiday shall be paid for such holiday or at the employee's discretion be entitled to a compensatory day off with pay at their regular straight time rate of pay for such special holiday. Such compensatory days off shall be scheduled by mutual agreement between the Department Head and the employee.

2. A full-time employee who is scheduled to work, or who works on a special holiday at his request, shall receive his regular rate of pay for the hours worked and an equal amount of compensatory time off with pay. Such compensatory time is not to exceed eight (8) hours as scheduled by the Department Head within four (4) weeks of the Holiday.

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

C. General Provisions

1. An employee who is scheduled to work on a regular or special holiday but who fails to report for work shall not be entitled to any holiday pay or compensatory time off, unless his absence is excused by the Medical Center.

2. In all cases where benefits are received under this Article, the hours worked on a regular holiday shall not be considered in computing any further overtime pay.

3. When a holiday falls within an employee's vacation period, or during an approved leave of absence with pay, he will be paid for that holiday in lieu of his vacation pay or leave of absence pay for that day. If on vacation, he may have one (1) additional day added to his vacation upon his request.

4. Full-time employees in continuous operations shall, if necessary, be scheduled to work either Christmas or New Year's and shall, if necessary, be scheduled to work either Labor Day or Thanksgiving.

5. If any regular holiday falls on an employee's scheduled day off, such day shall be paid as a holiday and another day off may be scheduled at the mutual convenience of the appropriate Department Head and the employee.

6. All work performed shall be considered as accomplished on the date during which the majority of hours are worked.

7. An employee who separates from the service of the Medical Center prior to the completion of six (6) months of service credit and who has received holiday pay or compensatory time off in lieu thereof, shall have deducted from his separation pay an amount equal to that previously received as holiday pay or compensatory time off in lieu thereof.

ARTICLE 13. LEAVES OF ABSENCE

A. Sick Leave

1. Each full time employee shall accumulate sick leave at the rate of one (1) day of "sick leave" for each 173 hours of credited service but not to exceed twelve (12) days per year.

2. No sick leave shall be credited during the probationary period, but at the end of the probationary period the employee will be given credit for sick days earned and will, thereafter, earn additional credit as described above.

3. Sick leave shall be paid at the employee's regular rate of pay at the time the sick leave is used.

4. Payment for sick leave shall only be paid for the time lost for which the employee normally would have been required to work and for which he would have been paid.

5. Employees are expected to use sick leave only for the purpose herein provided. An employee who becomes ill or is injured and who expects to be off work so as to use his paid sick time should notify the appropriate office as promptly as practical under the circumstances. Such notice should in all cases except extreme emergency be given in advance of the start of the employee's scheduled work shift, one-half (1/2) hour on first (1st) shift; one and one-half (1 1/2) hours on second (2nd) shift and at least one and one half (1 1/2) hours on third (3rd) shift.

6. If an employee becomes seriously ill or injured during his vacation he may at his option and upon submitting medical verification complete his vacation time before using his paid sick time credit or may suspend his vacation and begin to use his paid sick time thereafter. In such circumstances the employee should immediately notify the office, unless his condition prevents him from doing so.

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

b. A leave of absence without pay because of illness following the exhaustion of an employee's accrued sick leave shall be granted for a period up to one (1) year without loss of employment status or any benefits accrued at the date of commencement of leave; however, the Medical Center retains its right to require further medical documentation and may deny the leave if conflicting documentation indicates the



employee is able to work. Said request must be accompanied by a physician's certificate as to the necessity of the requested leave.

8. Sick leave for an employee who works less than his regularly scheduled shift as a result of an illness shall be computed as follows:

a. If he discontinues work before having worked two (2) hours, sick leave for the entire day is granted.

b. If he works more than three (3) hours but less than seven (7) hours on a ten (10) hour day basis, or more than four (4) hours but less than eight (8) hours on a twelve (12) hour basis, before discontinuing work as a result of illness, he will receive regular pay for one-half (1/2) of a work day and sick leave pay for the remaining half day.

c. Sick leave pay granted after the employee works six (6) hours or more shall be made at the discretion of the department head.

9. Employees will not be required to obtain a physician's certificate for sick days unless an illness extends for more than three (3) consecutive days; provided, that the Medical Center may require a physician's certificate in cases of repetitive absences as defined in the standard practice language and letter of understanding regarding a pattern for form letters.

10. Paid sick leave will be granted for emergency visits to a physician or dentist which is required because of symptoms that arose on the same day the appointment was made or the day immediately prior thereto. The Medical Center may request verification on such visits.

11. Employees who use all available sick leave will be kept on the employment list for twelve (12) additional months, at which time they will be placed on the top of the eligibility list for their respective classification for an additional twelve (12) months, and will be re-employed when the first vacancy is filled, in the employee's classification.

12. Employees with more than twenty (20) days accumulated sick days shall have the option of receiving payment for unused days, not to exceed ten (10) a year (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>
12	10	2
11	9	2
10	8	2
9	7	2
8	6	2
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 30th of each year. Payment will be made 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.

Any employee who retires from the City of Flint, Hurley Medical Center, under provisions of the Retirement Ordinance, shall be compensated in cash for any accumulated unused sick leave days. This compensation shall be excluded from the calculation of the employee's Final Average Computation.

13. A named beneficiary or a dependent survivor as defined by the IRS, of an employee whose death is duty or non-duty related, shall be paid in cash for each day of unused and accumulated sick leave. 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.

**B. Personal Leave of Absence**

1. Personal leave of absence without pay for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the Medical Center upon written application by the employee.

a. When a personal leave of absence under this provision is granted for a period of not more than six (6) months, the individual shall be entitled at the termination of such leave to be re-employed in the same position he held at the time the leave was granted.

b. 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 to be held open, he shall be so advised at the time the determination is made. The employee shall be entitled to be reemployed in his original position if he is able to return within one (1) week of the notification. If the employee is unable to return at that time, 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.

c. A personal leave may be extended to a maximum of two (2) years if requested in writing.

2. The employee shall, when personal leave is granted, keep the Medical Center informed of any change in his status or conditions causing the employee to request leave.

C. Emergency and Bereavement

Leave with pay of not more than three (3) days plus not more than two (2) days travel time shall 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 purposes of attending funerals of other close relatives. Paid leave for any one bereavement or emergency as outlined in this paragraph shall not exceed five (5) working days. An emergency leave can be supplemented through the use of personal days, and/or 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. 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 shall 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 shall 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.

(Inclement Weather) 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 with pay 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.

D. Maternity Leave

1. In compliance with State and Federal statutes, the Medical Center and the Organization agree to treat all maternity-related health problems as normal sicknesses and disabilities. Provisions of the sick leave section will then be applied. Requests for leaves of absence for other than health related problems shall be handled in accordance with the personal leave of absence section of the agreement.

2. Adoptions shall be handled in the following manner: The member shall notify his/her supervisor as far in advance as possible of confirmation of the adoption. The employee will be able to return to work in the same job and classification held by him/her before going on such leave and on the shift to which her seniority entitles him/her, if he/she returns within three (3) months from the date of the adoption. Otherwise, the employee's return to duty will be handled in accordance with the personal leave of absence section of the agreement.

3. Vacations, holidays, sick leave and other fringe benefits shall not accumulate during such leave. However, a Maternity Leave shall not be considered as an interruption of continuous service for the purpose of eligibility for benefits and she may maintain hospitalization and insurance coverage during such leave for a maximum of six (6) months and by making proper payments to the Medical Center for hospitalization insurance. After return to work, the employee shall retain any benefits accrued up to the date of the maternity leave.

4. A personal leave which has been granted due to maternity leave shall not be considered as sick leave under the sick leave policy. However, sick leave and/or unemployment compensation may be paid under circumstances as provided by State and/or Federal laws and/or regulations, or proper legal interpretation by an appropriate official subsequent to the filing of appropriate forms/documentation.

5. 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 accrue for such leaves without pay which extend for two (2) weeks or more.

6. Adoption shall be handled as a Maternity Leave, except for paragraph four (4) above.

7. FMLA - The parties mutually agree that eligible bargaining unit employees will be afforded Family and Medical Leave in accordance with the provisions of the Family and Medical Leave Act of 1993, provided, however; that when contract language exceeds such provisions, the contract language shall be followed.

E. Military Service Leave

1. 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 Labor Relations 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.

2. Veterans Rights

a. An employee who has been in the Armed Services for not more than the maximum time allowed by State Law, or of the United States, and who is released or discharged from such duties under honorable conditions, and makes application for re-employment within ninety (90) days after he is released from military duties or from hospitalization continuing after discharge for a period of not more than one (1) year, shall upon reinstatement, and after completing the probationary period when applicable, be given credit for annual leave accumulation for the time spent in the Armed Service as though the time spent in the Armed Service had been spent in the employ of the Medical Center.

b. Employees who have been in the Armed Services of the United States, under military leave from the Medical Center, shall upon reinstatement to City employment, be given sick leave for the time spent in the Armed Services the same as though the time spent in the Armed Services had been spent in the employ of the Medical Center, which sick leave shall be added to any sick leave they had prior to entering the Armed Services.

c. Employees, except probationary employees, who have been in the Armed Services of the United States, under military leave from the Medical Center

shall for the purpose of compensation and step increases, be given credit for the time served in said Armed Services the same as though the said time was served in the employ of the Medical Center. Such employees who have been reinstated in City employment and have not received the compensation or step increases provided for in this paragraph shall be paid such increase retroactive to the date of the employee's reinstatement.

d. Probationary employees who have been in the Armed Services of the United States, under military leave from the Medical Center, shall be required to complete their probationary period the same as though they had not been in the Armed Services, and shall be subject to the same rules and regulations as ordinary probationers. They shall, however, upon completion of their probationary period, and upon acquiring the status of regular employees, be given credit for the purpose of compensation and step increases for the time served in said Armed Services as provided in the foregoing section, effective, however, as of the date they acquire status as regular employees and not as of the date of reinstatement as probationary employees.

F. Educational Leave - Upon written application, an employee may be granted a leave of absence to pursue a full-time educational program in a field related to his employment until completion of his program without the loss of employment status or accrued benefits provided, however, that the length of the time of educational leave shall not be more than two (2) years. Requests for extension of leave beyond two (2) years will be reviewed by a committee of four (4) members, two (2) of which shall be selected by the Bargaining Unit.

G. Union Business Leave

1. One (1) delegate selected by the Union, and employed by the Medical Center, shall be granted leave with pay to attend official meetings, other than conventions, called by the International A.F.S.C.M.E. Such meetings shall be limited to not more than sixty-four (64) hours pay in any one (1) fiscal year. The name of the delegate, together with the time, date, place and purpose of such meeting shall be submitted to the Labor Relations Director of the Medical Center by the Union at least ten (10) days prior to the date of such meetings.

2. Leaves without pay will be granted for delegates to attend Union conventions or other official meetings. Upon his request, the employee may use

accumulated vacation leave for such purposes. At least ten (10) days advance notice of such meetings is to be given to the Labor Relations Director of the Medical Center.

3. Any officers of the Union or any delegates certified by the Union to any union activity necessitating a leave of absence shall be granted such leave without pay for a minimum of four (4) hours; however, upon his request the employee may use accumulated vacation leave for such purposes. Written notice for such leaves, giving the length of the leave, shall be given to the Labor Relations Director 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 an emergency or unforeseen circumstance arises.

4. Employees who are elected or appointed as full-time paid Union representatives serving the Union membership of the City of Flint shall be granted a leave of absence for such purpose without loss of seniority, which shall be approved on an annual basis with application for continuance of said leave to be made by written notice through the employer, thirty (30) days prior to the end of the leave period and with written notice of the termination of said leave to be made to the employer thirty (30) days in advance of the date of termination.

5. In the case of an employee who is granted a leave of absence as noted in Paragraph four (4) above, such representative shall be entitled to contribute to his respective pension system based on the same rate of pay as when placed on leave status, the City's contribution to be paid by the Union on like basis. Seniority shall accrue for the purpose of credited benefits at such time as he shall return to the employment of the City, as though he had continued employment had he worked this period.

#### H. Personal Days

Full-time employees shall be entitled to five (5) personal days per fiscal year. Such personal leave days shall be accumulative for a two-year period. Employees shall be allowed to carry over into the next fiscal year up to ten (10) personal days. As of July 1 of any year the maximum accumulation shall not exceed fifteen (15) days. Personal leave days may be used, if permission is requested twenty-four (24) hours in advance. Such permission will be granted provided these personal days are not covered in any other leave of absence policy. Personal days may only be utilized Monday through Friday. Personal days under this section will not be authorized to extend a vacation of more than



three (3) vacation days. Restrictive provisions of this section will be waived only in cases of emergency or unusual/extenuating circumstances.

#### ARTICLE 14. WORKER'S COMPENSATION AND SUPPLEMENTAL PAY

A. The Medical Center shall provide coverage for all employees under the Michigan Worker's Compensation Act.

B. An employee who is injured and draws Worker's Compensation as a result of his employment by Hurley Medical Center, will, except where the injury is due to gross negligence of the employee, receive from the Medical Center a supplemental payment equal to the difference between the weekly Worker's Compensation received and his normal gross pay.

C. Supplementary Payments provided for in Paragraph B above shall cease:

1. When the employee returns to work.
2. If the attending physician certifies that the employee is able to return to work.
3. If the employee is permanently disabled and receives a disability retirement under the City of Flint Pension Program and/or disability benefits under Social Security.

D. Blue Cross/Blue Shield, dental, optical and life insurance payments will be continued through the period of disability as outlined in paragraph A above.

#### ARTICLE 15. JURY DUTY, COURT TIME

A. 1. An employee who is called for jury duty shall notify his immediate supervisor immediately upon receiving notice of such call.

2. If an employee serves on jury duty during days when he would normally be scheduled to work, the Medical Center will provide a jury duty pay supplement to make up the difference between the jury duty earnings and his normal weekly pay check upon his presentation to the Labor Relations Office a written statement of his jury earnings from the proper court official.

B. Court Time

If an employee is subpoenaed in a court proceeding for reasons arising out of his Medical Center employment, or if he is required to appear in Court as a defendant in proceedings arising out of his Medical Center employment, he shall:

1. Receive leave with pay for such attendance if it arises during a period when he is scheduled to work, or
2. Be paid at one and one-half (1 1/2) times his normal rate of pay for such court time when it occurs during hours when he is not scheduled for work.
3. Any subpoena fees paid by the court to the employee shall be turned in to the Medical Center Payroll Office before the above payments will be made.

ARTICLE 16. INSURANCE PROGRAM

A. Hospital Medical and Surgical Insurance

1. The Medical Center will provide without charge to each employee who works 30 hours or more per week and his family, the Blue Cross and Blue Shield PPO Hospital Medical and Surgical Insurance coverage as provided in the Comprehensive Group Hospital Preferred Benefits semi-coverage as covered under the Master Medical Plan N-4 Option with a \$2.00 Co-Pay prescription rider. Additionally, the following options are available with premium co-pay: Traditional Blue Cross/Blue Shield, Health Plus and Blue Care Network.

Effective January 1, 1995, all employees in the bargaining unit who receive Blue Cross/Blue Shield or HealthPlus or Blue Care Network insurance coverage will have inserted in their policy a \$300 inpatient co-payment waived for treatment received at Hurley, or treatment which is not part of Hurley's services or treatment which provided on an emergency basis out of Hurley's service area.

2. The Blue Cross option must be exercised within thirty (30) days of an employee's date of hire or during the annual enrollment period. Changes such as marriage, death, birth, divorce, etc., should be reported to the Personnel Office within thirty (30) days of the effective date of change.

3. 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. Such change would not be made without first meeting in conference with the Union providing available information regarding benefits.

4. In the event that the GLS area becomes serviced by a group medical practice plan (or individual practice association), the Medical Center shall make arrangements to provide annually or at the time of hire, an option for such employees to enroll for health coverage through the carrier providing such coverage, subject to the availability and the enrollment requirements of such optional plans.

B. Discount Policy

1. Employees who do not elect Blue Cross coverage shall receive the Medical Center discount policy. The Medical Center will provide a discount on Medical Center inpatient charges for the employee, the employee's spouse and dependent minor children and any other dependent person living in the employee's household, in an amount which is or would be equal to any inpatient charges not covered by Blue Cross/Blue Shield Master Medical N-4 Option coverage described above. The Medical Center will provide a similar discount for outpatient services, which will be limited to not more than fifty (50%) percent of the total charge.

2. Employees requesting a discount for outpatient service, other than emergency service, should obtain a Discount Certificate from the Personnel Office prior to such service. It shall be the responsibility of the Personnel Office to check the Admission Sheet (including in and 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 Medical Center Service.

C. Life Insurance

1. The Medical Center shall provide to each full-time employee without charge, life insurance and dismemberment coverage in the amount of \$25,000 (effective 7-1-81), with double indemnity coverage 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.

2. The Medical Center will make available to the employee the opportunity to secure additional life insurance coverage in the 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.

D. Liability Coverage - The Medical Center shall provide liability coverage for all employees working in the Medical Center who may be subject to liability claims for incidents arising out of their Medical Center employment. The Medical Center will provide the Union with a description of this coverage and the limitations of it in writing.

E. Dental Insurance

Employees who regularly work thirty (30) hours or more per week, upon completion of six (6) months service, shall be eligible for dental insurance coverage provided by Hurley Medical Center as follows:

Effective January 1, 1982 - Dental upgrade as follows:

100/90% - Class I Benefits

50/50% - Class II Benefits

50/50% - Class III Benefits

F. Vision Plan

For each eligible individual, there are the following limitations on the frequency with which charges for certain services and materials will be considered Covered Expenses: Reasonable and customary charges for examinations, lenses and contact lenses, (regular frame and lenses allowance) and frames: Once during any period of 12 consecutive months for children under age 18; once during any period of 24 consecutive months for adults (18 and over). The limitations on lenses, contact lenses and frames apply whether or not they are a replacement or lost, stolen, or broken lenses, contact lenses, or frames. Agreed on November 9, 1993, to increase the maximum on frames from \$30.00 to \$50.00 effective as soon as made available by the carrier.

Forms are available at the Personnel Office, Insurance Section.

G. Retirement Program

1. 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.

2. Effective: 1/1/87

Current Program Modification

Multiplier Service Years

2.0%	1st through 15th
2.2%	16th through 25th
1.0%	Beyond 25th

Employee Contribution to 7.0%

Best 3 out of 5 years for FAC

Pop-up option funded via a reduction in the employee's pension

All Other Provisions as in Current System

3. 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

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 Alternate System

75 points for Health Care

Pop-Up Option

All Other Provisions as in Current System.

a. Mandatory at age 70 years. Employee must have at least ten (10) years of service to receive a pension.

b. Employees with ten (10) or more years of service who become permanently disabled (non-duty related) are entitled to receive a pension regardless of age. Employees who become permanently disabled because of a duty related condition will be entitled to receive a pension regardless of their length of service.

c. Local 1973 members will be allowed to contribute to a pension system for employees on authorized leave for union business and paid for by the union. The employee to be responsible for his own share. Buy-back of authorized leave time shall be as follows:

An employee must still work for 25 years, but may buy back a maximum of three years to improve their pension. The employee shall be responsible for both the Medical Center's share and the employee's portion. The method of calculation shall be actuarially determined to provide sufficient funding for the employee's retirement improvements.

d. Military and Governmental Buy Back - Full-time employees may purchase at their own expense, prior governmental/military service time for retirement purposes only, anytime prior to retirement. Specifically, the buy back shall be the employee's responsibility i.e., both the employee and employer's portion. Said payment shall be equal to the actuarial present value as of the date of the buy back of the pension payable by the system attributable to the prior governmental/military service. Additionally, said payment shall not be made more than ninety (90) days from the date said application is filed and no later than the effective date of the employee/member's retirement. The other provisions of the buy back are as outlined in section 35-6 of the Retirement Ordinance.

4. 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 equaling 75 at time of retirement, as long as the minimum full retirement criteria are met. Medical disability retirements and all other retirements are excluded.

Employees who meet the above requirements and who are reemployed by an employer who provides Blue Cross coverage or other comparable

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 - Hurley Medical Center will provide single coverage up to \$200 per month to age 65. If additional dependent coverage is required, the Medical Center will only provide coverage up to the above \$150 per month to age 65. At 65 and over, Hurley Medical Center will pay the complementary (Blue Cross/Blue Shield Rider) portion to Medicare not to exceed \$150 per month. The retiree will be responsible for the difference between Hurley Medical Center's payment and the premium charge, if any.

H. Deferred Compensation Plan

Employees may participate in a deferred compensation plan initiated by the Medical Center.

ARTICLE 17. EDUCATIONAL COURSES

A. If a full-time employee desires to enroll in one or more courses at an accredited educational institution in a field related to his employment, which the Department Head and the Medical Center Administration agree would aid him in the practice and performance of his services at the Medical Center and will contribute to his professional growth, may submit in advance of commencing such course or courses, a letter of application to the Director for reimbursement of the cost of his tuition, books, and supplies.

B. The letter of application shall list the course or courses to be taken by title and course number along with a short description of the course content and the name of the educational institution, and the cost thereof.

C. Upon proof of satisfactory completion of the course or courses and of the amount expended for tuition and books, the employee shall be reimbursed for such expenses up to \$800 per year or \$1,600 within two (2) years, effective 7/1/85; provided however, that the employee agrees in writing to remain a full-time employee for a period of one (1) year following completion of the course, and likewise agrees that if he leaves the Medical Center's employment before the one (1) year period he will repay the

education course reimbursement to the extent of one-twelfth (1/12th) of such sum for each month he is short of meeting the one (1) year requirement.

#### Advance Educational Reimbursement

In recognition of the needs for increased human resource development and in light of current economic constraints, the Hurley Medical Center bargaining unit, Local 1973, and the administration of Hurley Medical Center hereby agrees to provide the Local 1973 members with an alternate plan to avail themselves of the necessary educational opportunities to develop 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 as collateral with the Medical Center. The use of these days as collateral shall be an option to the choice of being reimbursed as prescribed in the current labor/management agreement between the two aforesaid parties. An employee electing the option of advance educational reimbursement in the manner 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 and required withholding taxes. The number of days may vary between employees depending on the individuals hourly rate of pay.
2. The procedure for utilizing vacation 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 educational course fees.
  - B. The employee must fill out the advance tuition/collateral agreement based on the formula listed in number one (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 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 total payment is made, the agreed upon collateral days shall be released for the employee's use. Employee's 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 there are 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 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 than it has through the past practice of the parties for granting such, except as specifically herein mentioned.

ARTICLE 18. SAVINGS CLAUSE

Should any provision of this Agreement be determined to be in conflict with the Constitutions of the United States or the State of Michigan or the laws of the United States or the State of Michigan, that provision shall be null and void and the remaining provisions shall remain in full force and effect, and negotiations will be entered into promptly to replace that provision which was in conflict.

ARTICLE 19. MAINTENANCE OF BENEFITS

Except for specific provisions made elsewhere in this Agreement, all privileges and benefits will be maintained during the term of this Agreement at not less than the current standard in effect. However, the Medical Center reserves the right to cancel or change any precedent by giving fourteen (14) days advance notice to the Union, and the Union reserves the right to grieve the reasonableness of such changes as provided in paragraph C of Article IV of this contract.

ARTICLE 20. PART-TIME AND TEMPORARY EMPLOYEES

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

B. Full-time employees who are reduced to part-time by the Medical Center because of lack of funds or work shall receive benefits as follows:

Article 9 (C)	Shift Differential
Article 9 (C)	Weekend Differential
Article 9 (H)	Consecutive Days Worked
Article 9 (L)	Standby Pay
Article 10	Medical Services
Article 12	Holidays
Article 12	Holiday Premium
Article 13 (D)	Maternity Leave
Article 13 (E)	Military Service Leave
Article 14	Worker's Compensation and Supplemental Pay

- Article 16 (A) Blue Cross/Blue Shield  
(Minimum of 80 hours per month)
- Article 16 (B) Discount Policy
- Article 16 (C) Life Insurance
- Article 16 (G) Retirement Credit (Minimum of 80  
hours per month)  
Liability Insurance

and on a pro-rata basis the following:

- Article 11 Vacation
- Article 13(A) Sick Leave
- Article 13(C) Emergency Leave
- Article 15 Jury Duty Leave
- Article 17 Educational Courses

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

- Article 9(C) Shift Differential
- Article 9(D) Weekend Differential
- Article 9(H) Consecutive Days Worked
- Article 9(L) Standby Pay
- Article 10 Medical Service
- Article 12 Holiday Premium
- Article 13(E) Military Service Leave
- Article 13(E)(2) Veterans Rights
- Article 14 Worker's Compensation and  
Supplemental Pay
- Article 15 Jury Duty (If scheduled to work)
- Article 16(A) Blue Cross/Blue Shield
- Article 16(B) Discount Policy
- Article 16(C) Life Insurance
- Article 16(E) Dental Insurance
- Article 16 (G) Retirement Program (Minimum of 80

hours per month)  
Article 25 Shift Preference (Within status and  
classification)  
Liability Insurance

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

Article 9(C) Shift Differential  
Article 9(D) Weekend Differential  
Article 9(H) Consecutive Days Worked  
Article 9(L) Standby Pay  
Article 10 Medical Service  
Article 12 Holiday Premium  
Article 13(E) Military Service Leave  
Article 13(E)(2) Veterans Rights  
Article 14 Worker's Compensation and  
Supplemental Pay  
Article 15 Jury Duty (If scheduled to work)  
Article 16(G) Retirement Program (Minimum of 80 hours per month)  
Article 25 Shift Preference (Within status and classification)  
Liability Insurance

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

PT2 (Less than 30 hours per week) - Twelve calendar months with evaluations at 4, 8, and 12 months

PT3 (30 or more hours per week) - Nine calendar months with evaluations at 3, 6, and 9 months

Employees who change status during their probationary period will have their probation prorated. Example: Complete 4 months as PT2 and elevate to PT3 - probation is ten (10) months; 4 months PT2 plus 6 months PT3.

Additionally, step increases will not be held up due to untimely appraisals.

F. Temporary employees hired after 7/1/91, will be excluded from participating in the City of Flint System.

#### ARTICLE 21. UNEMPLOYMENT COMPENSATION

Unemployment Compensation for employees, including eligibility therefore, shall be in accordance with ACT I of the Public Acts of 1936, extra section, as amended, of the State of Michigan.

#### ARTICLE 22. WITHHOLDING OF SERVICES

A. It is recognized that the needs for care and proper treatment of patients are of paramount importance and that there should be no interference with such care and treatment.

B. Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Union, and the members of the bargaining unit under this Agreement, will not engage in or encourage any strike, sit-down, stay-in, slow-down or other similar action which would interfere with the treatment and welfare of the patients during the term of this Agreement.

C. The Employer shall have the right to discipline or discharge any employee participating in such interferences, and the Union agrees not to oppose such action. It is understood, however, that the Union shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

D. The Employer will not lock out any employees during the term of this Agreement.

#### ARTICLE 23. OTHER PROVISIONS

A. Employees should 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.

B. All employees will be issued an identification badge by the Public Safety Office as soon after employment as possible. While the badge is being processed (or when lost) the employee will be given a temporary pass. Employees should wear the badge in

accordance with the Medical Center's standard practice on identification badges. Employees may be required to show their badge regularly or periodically when entering or leaving the Medical Center and when receiving their paychecks.

C. Mileage reimbursement will be at the rate stated as the standard amount set by the I.R.S. and will be applicable/paid to employees using their own automobiles, for assigned hospital duties beyond the normal commuting distance (i.e. to and from work).

D. The Medical Center shall supply each employee a copy of this Agreement.

E. The Chairman, or his designate, will be a member of the Safety Advisory Committee. The Cōmmittee's purpose is to provide a forum for the identification and analysis of safety problems, and to recommend and help implement solutions to such problems.

F. All safety violations are to be reported to the supervisor or department head. Safety violations that may cause or result in serious injury to persons, or result in the destruction of property or equipment, should also be reported to the safety committee chairman as soon as possible for correction action. The report is to be written and submitted in detail. If corrective action has not been taken within thirty (30) days after the report has been filed, violations are to be reported to the MIOSHA for action.

#### ARTICLE 24. SENIORITY

A. Separate Seniority lists will be maintained for full-time and for part-time employees.

B. Effective July 1, 1985, Seniority shall be defined as length of continuous employment within the Medical Center.

C. Continuous employment shall mean service with the Hospital without interruption or break.

1. 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 (other than educational, military, or for union business) which extend for two (2) weeks or more.

b. Layoff

c. Suspensions

- d. Non-duty disability retirement
- e. Any unauthorized absence of two (2) weeks or longer which does not result in the employee's separation from service.

2. The following shall not be considered as breaks in employment 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 military leave, as provided by law
- b. Any approved educational leave
- c. Any leave for Union business
- d. Periods covered by Workmen's Compensation or duty disability retirement.

D. A full-time employee who transfers to a part-time status, will be credited with 2,080 hours for each year of employment, with 173 hours for each additional month of employment and with eight (8) hours for each additional day of employment and will be placed accordingly on the part-time seniority list in his classification and department. Full-time employees who are transferred to a part-time or other status because of a reduction in the work force shall continue to accrue seniority as though they were still full-time.

E. Upon completion of six (6) months of full-time continuous employment, a seniority date will be established for a part-time employee who transfers to a full-time status. The employee will be credited for one (1) year of service for each 2,080 accumulated hours, for one (1) month for each additional 173 accumulated hours and for one (1) day for each eight (8) accumulated hours. He will be placed accordingly on the full-time seniority list in his classification and department.

F. 1. 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.

2. An employee shall have the right to return to his/her former classification during the probationary period, provided however, that if another bargaining unit is involved, they do not object. Should the employee's work performance be unsatisfactory in a new position, the Medical Center retains the right to return the

employee to his former classification during the probationary period. Notice and reasons therefore shall be submitted to the employee by the Medical Center, with a copy to the Union. The matter may then be a subject for the grievance procedure.

a. An employee who is demoted will be granted seniority in the lower classification in accordance with his total accrued seniority with the Medical Center as defined above.

b. An employee who transfers from one department to another shall be granted seniority in accordance with his total accrued seniority with the Medical Center upon completion of six (6) months of satisfactory service in the new department.

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

1. Discharge

2. Resignation not withdrawn before its effective date, including:

a. Failure to return to work within a calendar week when recalled from layoff.

b. Failure to return to work within three (3) days of expiration of an approved leave of absence (three (3) months in the case of a military leave) unless an extension of the leave has been authorized.

3. Retirement

4. Layoff for more than two (2) years or length of service whichever is greater.

H. Notwithstanding their position on the seniority list, committeepersons and officers, not to exceed the total of seven (7), shall in the event of a layoff of any type, be continued at work as long as there is a job in the classification in 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.

#### LAYOFF POLICY

1. An employee may be laid off by the Medical Center when there is a lack of work or funds, or for other justifiable and legitimate reasons. The appointing authority shall have the responsibility and authority to determine in which classifications and departments layoffs will be made.



2. Twenty-one (21) days advance notice will be given to the Union when a layoff program is to be instituted and the employee shall be given fourteen (14) days notice of a pending layoff. Where there is temporary lack of work due to the facilities being inoperable (for example, fire, tornado, or work stoppage), the above mentioned time periods will be waived and only reasonable notice will be required.

3. Layoffs within classification and department shall be made in reverse order of total accrued seniority. Recalls within classification and department shall be made in order of total accrued seniority. Names of employees who are laid off shall be placed on a recall list for the appropriate classification and department. Names shall remain on the appropriate list for two (2) years from the effective date of layoff. No new employees may be hired if a recall list exists for the classification. Employees on layoff from one department will be referred for vacancies for which they possess basic requirements in other departments. Such employees will be given a reasonable period of time (usually six (6) months) for on-the-job training and development of specific skills and/or knowledge. If such employees are available for referral, no new applicant shall be employed from outside the Medical Center.

4. If an employee is to be laid off from a higher classification within a department, the employee will be demoted and any other employee with lesser seniority in the lower classification shall be laid off first.

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

- a. Temporary or emergency employees
- b. Provisional employees
- c. Seasonal employees
- d. Part-time employees
- e. Full-time employees

6. Names of probationary employees who are laid off shall be returned to the Civil Service eligibility list from which they were certified.

## ARTICLE 25. SHIFT PREFERENCE

A. Shift preference will be determined by total seniority within the bargaining unit, within classification, when efficiency is not impaired. Requests for changes shall be submitted prior to December 1, of the preceding year and will take effect the first full pay period in the calendar year or as soon as possible thereafter.

B. Shift preference may be exercised in the event of vacancy without regard to time limits in "A" above.

C. A request for any shift change must be submitted in writing to the Departmental 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 on the same division or unit.

## ARTICLE 26. RECLASSIFICATION OR REALLOCATION OF POSITION

Upon written request of a department head or upon written request of an employee, the Personnel Staff shall conduct investigations of positions in the classified service. In this connection, the Personnel Staff may at any time secure from the appropriate department head or employee involved, statements of the duties and responsibilities of the positions under consideration. Such actions may result in the placing of the position in a higher or lower pay level, but will not reduce the pay of the current incumbent.

Allocation factors do not consider the personal traits and nonrelated job abilities of the incumbents, their salaries, length of service or volume of work. Following investigation, the Personnel Staff may recommend to the Personnel Advisory Committee the reclassification and/or reallocation of a position, the Committee shall recommend such changes to the Director when the facts are considered to warrant such action. Reallocations/reclassifications of positions in pay levels 23 and above must be approved by the Board.

When a position is reclassified and reallocated and the incumbent has occupied the position for over three months, said incumbent shall be promoted without examination, and upon successful completion of the required probationary period in the reclassified position,

shall be deemed to have acquired permanent status in the classification and right to permanently occupy the position.

Nothing herein shall prevent any employee who believes that he has been assigned duties out of his classification from appealing to the Personnel Director for determination. After any such determination, based upon a staff study and report in which the Personnel Director finds the employee being improperly worked out of classification, the Personnel Director may order the appropriate department head to place the employee back into classification.

In the event that Personnel Staff members and bargaining unit representatives, or employees not eligible for membership in the bargaining units, do not reach agreement on one or more of the class evaluation factors, either party shall be entitled to apply for consideration and determination of the impasse factors to the Civil Service Commission within ten (10) calendar days.

- a. If no such request is made, the existing class evaluation shall stand.
- b. If a hearing is requested, the Commission shall initiate a hearing and render its decision within thirty (30) calendar days, unless an extension is agreed to by both parties.
- c. The Commission will not consider those factors on which agreement has been reached.
- d. Further, it is understood by the parties that in the event of any employee(s) receiving an increase in pay as the result of reallocation, the effective date of the increase will be the date of the Director's approval unless the questionnaire has been submitted more than six (6) months previously. In such cases the effective date will be no later than six (6) months from the date the employee first submitted their questionnaire to the Personnel Office.

### TERM OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 1994, and shall continue in operation and effective until June 30, 1996. If either party hereto desires to terminate, modify, or amend this Agreement, it shall, at least ninety (90) days prior to June 30, 1996, give notice in writing to the Employer or the Union as the case may be, of its intention to modify or terminate this Agreement.

In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in operation and effect subject to termination or modification, thereafter by either party upon sixty (60) days written notice.

**LETTER OF UNDERSTANDING  
APPRENTICESHIP EMPLOYEES**

The parties have reached an understanding that the supervisor who will normally supervise the activities of training for said employee, will serve on the selection and apprentice committee; with equal rights of all other participating members.

**LETTER OF UNDERSTANDING  
ARBITRATOR AD HOC PANEL  
AUGUST 9, 1991**

Article 8(C)(STEP 4)(a)

The parties agree to meet within sixty (60) days after ratification of the contract to select an ad-hoc panel of arbitrators. This panel shall contain no more than five (5) members who will be selected via mutual agreement by the Medical Center and the local representatives. The arbitrators' list will be alphabetized with cases distributed on a rotational basis. Revisions to this list shall be made via mutual agreement between the parties. This understanding shall continue in full force and effect through the term of the newly ratified contract.

**LETTER OF UNDERSTANDING  
DENTAL/VISION COVERAGE FOR RETIREES  
OCTOBER 16, 1991**

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.

**LOCAL 1973, AFSCME**

/s/ Barry Boike

**HURLEY MEDICAL CENTER**

/s/ Charley J. McClendon

**LETTER OF UNDERSTANDING  
RED CROSS DRIVES  
JULY 8, 1993**

In the interest of Hurley Medical Center, its patients and the community, employees may be granted release time during work hours without loss of pay to participate as a donor or volunteer in Red Cross Blood drives held on Medical Center premises. Such release must be applied for not less than forty-eight (48) hours in advance and must indicate the nature and expected/scheduled duration for said participation. If an employee applies with less than 48 hours notice said request may be approved on an individual basis, staffing permitting.

**LOCAL 1973, AFSCME**

/s/ Donald Gardner, Council 25

/s/ Debra Lovasz

/s/ Robert Gillis

**HURLEY MEDICAL CENTER**

/s/ Charley McClendon

/s/ Debra K. Standridge

/s/ Sam W. Blevins



**LETTER OF UNDERSTANDING  
PRESIDENT'S RELEASE  
NOVEMBER 9, 1993**

The parties agree that as the President of the local is a full time employee scheduled/assigned to the first shift, said employee/President of the local may receive one (1) day per week which can be scheduled in four (4) hour increments and shall be mutually agreed upon in advance by the appropriate department director and employee/President as a union release. Said day of release shall remain constant and shall be without loss of pay if the president's union business is within the grievance procedure (first through third step) to investigate and/or attempt to resolve matters involving the local members and the Medical Center which could lead to a grievance, or involves a meeting with a Medical Center management representative. Meetings on Medical Center premises with non-Medical Center representatives etc., union meetings, and meetings external to the Medical Center shall be without pay. Any abuse of this understanding shall be the subject of a special conference called by either party. Moreover, this understanding is not intended to change any other part of the contract or practice(s) between the parties. It shall remain in effect during the term of the newly ratified contract between the parties, i.e. expires on 6-30-96.

**LOCAL 1973, AFSCME**

/s/ Debra Lovasz

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**HURLEY MEDICAL CENTER**

/s/ Charley McClendon

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**LETTER OF UNDERSTANDING  
COMPENSATORY TIME OFF  
NOVEMBER 9, 1993**

Supervisors, i.e. members of Local 1973, shall be allowed to receive compensatory time off in lieu of overtime pay at the rate of one and one-half hours for each hour of authorized overtime worked. The conditions of this agreement are as follows:

1. Supervisors may opt to be credited with overtime for pay or compensatory time off, in either case such must be approved prior to the employee working the additional time.
2. The maximum amount of compensatory time off which may be accrued is ninety (90) hours; i.e., sixty (60) hours of actual work time.
3. A supervisor who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours worked.
4. Compensatory time off shall be scheduled through mutual agreement between the supervisor and his/her appropriate Manager/Director, prior to the employee taking the day(s) off.
5. No more than two (2) compensatory days (per employee) may be granted per payroll period. Should the request for compensatory time off be denied the supervisor shall be paid for the hours requested/denied.
6. Compensatory time shall not be counted as hours worked for the purpose of computing overtime, i.e. as identified in Article 9E, in the week in which it is given/paid. However, benefit accruals shall not be interrupted.
7. In order to facilitate the compilation of accrued overtime hours, employees shall be required to record their time worked; i.e., time in and time out on time cards.
8. Upon termination of the supervisor's employment status with the Medical Center or of the Letter of Understanding relative to compensatory time, the employee shall be paid for accrued compensatory time at the employee's then current rate of pay. Cashing in of accrued compensatory time will otherwise not be permitted unless A) legally required, B) request to use comp time is denied (see paragraph #5).

**LOCAL 1973, AFSCME**

/s/ Debra Lovasz

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**HURLEY MEDICAL CENTER**

/s/ Charley McClendon

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**SETTLEMENT AGREEMENT  
PUBLIC SAFETY SUPERVISORS  
OCTOBER 16, 1991**

Public Safety Supervisors will be allocated to a pay level 19 on the AFSCME Local 1073 pay plan. Current employees will be placed in the scale as follows:

- o Those in the 4th year of the exempt pay plan will move to the 4th year of the 1973 pay plan. Future step increase will follow normal policy.
- o Those in the 11th year of the exempt pay plan will move to the 21st year step of the 1973 pay plan.

**LOCAL 1973, AFSCME**

/s/ Barry Boike

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/s/ David Eicke

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**HURLEY MEDICAL CENTER**

/s/ Jay C. Kitson

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/s/ Charley McClendon

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**SETTLEMENT AGREEMENT  
CHANGE IN PAYROLL PERIODS  
OCTOBER 16, 1991**

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 1973, AFSCME**

/s/ Barry Boike

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/s/ David Eicke

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**HURLEY MEDICAL CENTER**

/s/ Jay C. Kitson

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/s/ Charley McClendon

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**SETTLEMENT AGREEMENT  
JULY 20, 1983**

1. Effective 7/1/83 the attached compensation schedule. Average 3.0%  
Effective 7/1/84 a general wage increase of 3.0%
2. Optical Insurance - HMC standard program to become effective as soon as possible after 8/1/83.
3. Tuition reimbursement increase to \$350 per year or \$700 within two (2) years, effective 7/1/83.
4. Language modifications as agreed to.
5. Blue Cross/Blue Shield for retirees same as Local 1603.

**HURLEY MEDICAL CENTER**

/s/ David Barton

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**LOCAL 1973, AFSCME**

/s/ Carl Jentzen, President

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/s/ Charles McClain

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**SETTLEMENT AGREEMENT  
JULY 11, 1985**

1. Effective:

7/1/85	All bargaining unit members will receive 3.75% increase
7/1/86	All bargaining unit members will receive 3.75% increase
7/1/87	All bargaining unit members will receive 3.50% increase

The above mentioned increases will be added to the base rates of pay.

2. Educational Reimbursement 7/1/85: \$450 per year or \$900 within two (2) years.
3. Buy back of Military time per State Statute as with the City of Flint employees.

Contract Expiration: 6/30/88

**HURLEY MEDICAL CENTER**

/s/ David Barton

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**LOCAL 1973, AFSCME**

/s/ Carl Jentzen, President

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/s/ Charles McClain

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**SETTLEMENT AGREEMENT  
JULY 27, 1988**

1. Term of Agreement -- One Year Agreement to terminate Effective 6/30/89.
2. Wages - Effective July 1, 1988, 2% Increase.
3. Layoff and Recall - Management's Proposed Language.
4. Article 13, C - Bereavement/Emergency Leave
5. All Other TA'd Items.

**LOCAL 1973, AFSCME**

/s/ Glenn Marshall

/s/ Mary Holland

/s/ Freddie Rogers

**HURLEY MEDICAL CENTER**

/s/ Charley McClendon

/s/ Rick Carter

/s/ Lisa Foster

**SETTLEMENT AGREEMENT  
DECEMBER 15, 1989**

1. Two Year Agreement: July 1, 1989 to June 30, 1991.
2. Effective 7/1/89, 2.4% at each step of pay scale; plus a one time payment of \$77.87 to each member.

Effective 7/1/90, 3.0% at each step of pay scale.

3. Article 2(D), Union Membership and Security

New last sentence:

The Medical Center will provide the local a copy of newly created exempt (job descriptions) classifications. Should the local have any concerns relative to the designation of the classification as exempt, a special conference may be scheduled. The special conference shall in no way prevent the Medical Center from exercising its rights with respect to exempt classifications.

4. Article 5, Representation

Former H becomes I and former I becomes J

New H:

Either the president or the bargaining chairman of the local (but not both) by virtue of their respective offices and the necessity of functioning properly for the local union and meeting during business hours with Medical Center administration as required, may elect to work a first shift assignment/schedule. Changes to said shift assignment must be arranged via the appropriate departmental director.

5. Article 10, Health Program - Delete polio, add TB, annual chest X-ray, blood work as offered on specialty units.
6. Article 13(D)(2), Maternity Language - Delete in its entirety and substitute RN language (pg 38-39).
7. Article 14(D), Worker's Compensation and Supplemental Pay - Include those insurances currently provided while employee receives worker's compensation.
8. Pop-up Option shall be offered to employees in the contributory pension plan funded via a reduction in the retiree's pension benefit.
9. For the purpose of computing overtime for full-time employees, approved paid absences (i.e., holidays, sick leave days, personal days, vacation days and paid



emergency leave days) shall be counted as hours worked. However, in accordance with the Medical Center's practice, such absences shall not be considered in determining overtime pay for working more than seven (7) consecutive days.

10. A weekend differential of eight (8%) percent effective 1/1/90, for hours worked by all employees (in the bargaining unit); the above to be computed on the base rate only, excluding any shift differential (i.e., differentials are not to be compounded) e.g.,

1st shift on weekends = 8% + base  
2nd shift on weekends = 14.5% + base  
3rd shift on weekends = 16% + base

11. Article 13, Leaves of Absence, Paragraph A-7(b) - A leave of absence without pay because of illness following the exhaustion of an employee's accrued sick leave shall be granted for a period up to one (1) year without loss of employment status or any benefits accrued at the date of commencement of leave; however, the Medical Center retains its right to require further medical documentation and may deny the leave if conflicting documentation indicates the employee is able to work. Said request must be accompanied by a physician's certificate as to the necessity of the requested leave.
12. Article 20, Part-Time and Seasonal Employees - Hurley Medical Center agrees to include language to delineate benefits currently provided (including those newly negotiated) for part-time employees.
13. All previously tentatively agreed upon items.
14. Part-time employees in the status of thirty (30) hours or more to receive \$5,000.00 life insurance.
15. Optical coverage for frames increased to a maximum of \$30.00.

**LOCAL 1973, AFSCME**

/s/ Barry Boike

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/s/ David Eicke

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**HURLEY MEDICAL CENTER**

/s/ Jay Kitson

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/s/ Charley McClendon

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/s/ Rick Carter

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**SETTLEMENT AGREEMENT  
OCTOBER 16, 1991**

1. Two year contract expiring June 30, 1993.
2. Across-the-Board Wage Increases:
  - o July 8, 1991 - 4.0%
  - o July 1, 1992 - 4.5%
3. Hospitalization for retirees:

Increase caps from \$150 and \$100 to \$200 and \$150 respectively.
4. Tuition reimbursement - Increase amount provided for eligible employees as follows:
  - o Over 1 year from \$450 to \$800
  - o Over 2 years from \$900 to \$1600
5. Vacation accrual - Increase vacation day maximum accrual from 2 years to 3 years.
6. Long Term Disability - Provide LTD program like exempts, i.e.: 60% of gross earnings, \$2000 monthly maximum, 90 day elimination period, benefits until age 65. Payment for said program to be arranged via payroll deduction; union guarantees payment on monthly basis; 75% of bargaining unit members must participate.
7. Training Fund - For FY92, the Medical Center will provide \$2000 for a jointly administered training fund to be used to cover the fees and travel costs associated with job-related seminars. Starting in FY93 (i.e. July 1, 1992), the program will be funded by a reduction in the hourly rates on the pay scale in the amount of \$.03. The hospital will provide up to three Hospital Business Days per year per member for seminars approved for payment under this jointly administered Training Fund.
8. All previously T.A.'d items.

**LOCAL 1973, AFSCME**

/s/ Barry Boike

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/s/ David Eicke

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**HURLEY MEDICAL CENTER**

/s/ Jay C. Kitson

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/s/ Charley McClendon

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**SETTLEMENT AGREEMENT**  
**NOVEMBER 9, 1993**

1. One (1) year contract effective July 1, 1993 through June 30, 1994.
2. Wage increase of 2.5% effective July 1, 1993.
3. Article 9(E), Salaries - Change language to read as follows:

Full-time employees who are scheduled or called in to work on their scheduled day off shall 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 requested by the employee and mutually agreed to/granted by the departmental director or designee. If an employee uses a compensatory day during a pay period, then is scheduled/called into work on an otherwise off day without mutual agreement, premium compensation for time worked shall be paid.

4. Article 16, Insurance Program - Effective 2/1/94, employees will have the following choices:

- A. BC/BS PPO - No premium co-pay
- B. BC/BS Traditional - Premium co-pay - maximums =  
Single - \$17.66 Couple - \$39.35 Family - \$41.24
- C. Health Plus - Premium co-pay - maximums =  
Single - \$0 Couple - \$30.02 Family - \$47.92
- D. Blue Care Network - Premium co-pay - maximums -  
Single - \$1.51 Couple - \$31.84 Family - \$11.14

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

Additionally, employees choosing one of the plans with premium co-pay shall have the co-payment deducted directly from their paycheck, one-half of the amount the first pay and one-half of the amount the second pay of each month.

5. Article 23(C), Other Provisions - Delete, language is unnecessary.
6. Article 23(D), Other Provisions - Mileage reimbursement will be at the rate stated as the standard amount set by the I.R.S. and will be applicable/paid to employees using their

own automobiles, for assigned hospital duties beyond the normal commuting distance (i.e. to and from work).

7. President's Release - See attachment.
8. 125 Plan - The parties agree to meet and confer within 60 days of ratification of the contract (by both parties) to discuss the feasibility of the Medical Center procuring a code 125 designation for certain benefits.
9. Optical increase from \$30 to \$50.
10. Hearing Aid rider (Blue Cross).
11. Compensatory Time - See attached.
12. Flex Time - See attached.
13. All other previously agreed upon items.

**LOCAL 1973, AFSCME**

/s/ Debra Lovasz  
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**HURLEY MEDICAL CENTER**

/s/ Charley McClendon  
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/s/ Lisa E. Foster  
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/s/ Debra K. Standridge  
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**SETTLEMENT AGREEMENT**  
**OCTOBER 27, 1994**

1. Two (2) year contract, expiring June 30, 1996.
2. Across-the-board wage increase as follows:  
July 1, 1994 - 3.0%  
January 1, 1995 - 2.0%  
July 1, 1995 - 2.0%
3. Military and Government buy back as provided to the other unions; employee pays whatever costs.
4. Article 10 Health Program - Revise to reflect the Medical Center's current practice - see attachment.
5. FMLA - The parties mutually agree that eligible bargaining unit employees will be afforded Family and Medical Leave act of 1993, provided, however; that when contract language exceeds such provisions, the contract language shall be followed.
6. Article 25 Shift Preference - Change as follows:
  - A. Shift preference will be determined by total seniority within the bargaining unit, within classification, when efficiency is not impaired. Requests for changes shall be submitted prior to December 1, of the preceding year and will take effect the first full pay period in the calendar year or as soon as possible.
7. Effective January 1, 1995, all employees in the bargaining unit who receive Blue Cross/Blue Shield or HealthPlus or Blue Care Network insurance coverage will have inserted in their policy a \$300 inpatient co-payment 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 out of Hurley's service area.
8. Effective January 1, 1995, and subject to final approval by the Federal Government, employee pension contributions will be paid in pre-tax dollars.

The Medical Center will pursue the necessary approvals (IRS Section 125) to offer to buy back Healthcare Insurance (effective January 1, 1996, or earlier dependant upon the Medical Centers ability to facilitate administration of this benefit) 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.

9. Article 13 paragraph A - Add the following "sick day" payoff language and chart with a maximum of a ten (10) day payoff per year and eliminate the "60" day payoff plan as stated in the current contract.

Employees with more than twenty (20) days accumulated sick days shall have the option of receiving payment for unused days, not to exceed ten (10) a year (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>
12	10	2
11	9	2
10	8	2
9	7	2
8	6	2
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 30th of each year. Payment will be made 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.

10. President's Release - continues as previously agreed to in the November 9, 1993 language, in effect during the term of the newly ratified contract between the parties and expires on June 30, 1996.

11. All other previously agreed upon items.

AFSCME LOCAL 1973

HURLEY MEDICAL CENTER

/s/ Debra Lovasz 10/27/94

/s/ Jay C. Kitson 10/27/94

/s/ Robert Gillis 10/27/94

/s/ Charley McClendon 10/27/94

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/s/ Sam Blevins 10/27/94

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE  
AFSCME LOCAL 1973  
EFFECTIVE 07/01/94

1.03

<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>
8	10.9734	11.1255	11.2680	11.5626	11.8487	12.1379	12.3185	12.4916	12.7387
9	11.1666	11.3219	11.4729	11.7705	12.0818	12.3786	12.5614	12.7492	13.0005
10	11.3641	11.5214	11.6830	11.9913	12.3100	12.6225	12.8116	13.0090	13.2708
11	11.5584	11.7178	11.8877	12.2097	12.5423	12.8675	13.0585	13.2676	13.5389
12	11.7642	11.9247	12.0968	12.4367	12.7746	13.1124	13.3130	13.5284	13.8114
13	11.9627	12.1253	12.3026	12.6585	13.0111	13.3616	13.5664	13.7903	14.0837
14	12.3629	12.5518	12.7387	13.1293	13.4915	13.8694	14.0932	14.3276	14.6971
16	12.5877	12.7883	12.9825	13.3774	13.7628	14.1492	14.3867	14.6591	15.0572
17	12.8126	13.0195	13.2232	13.6192	14.0352	14.4332	14.7214	15.0180	15.4192
18	13.3489	13.5886	13.8420	14.3381	14.8396	15.3401	15.6304	15.9386	16.3599
19	13.6825	13.9169	14.1808	14.7066	15.2249	15.7476	16.0347	16.3726	16.8001
20	14.0594	14.3128	14.5768	15.1194	15.6653	16.2079	16.5214	16.8635	17.2616
21	14.4268	14.7066	14.9864	15.5386	16.1097	16.6640	17.0324	17.3576	17.7271
22	15.0497	15.3654	15.6747	16.3187	16.9532	17.5265	17.8834	18.2624	18.6245
22A	15.8489	16.2131	16.5700	17.3122	18.0565	18.6361	19.0141	19.4216	19.7763
22B	16.6883	17.0726	17.4452	18.2297	19.0130	19.6285	20.0244	20.4572	20.8278
23	18.1019	18.3626	18.6224	19.1587	19.7077	20.2514	20.4699	20.6885	20.9049
ELECTRICIAN FOREMAN	18.6456	18.9158	19.1830	19.7341	20.3000	20.8596	21.0844	21.3114	21.5341

3% EFFECTIVE 7/1/94

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE  
 AFSCME LOCAL 1973.  
 EFFECTIVE 01/01/95

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>
8	11.1929	11.3480	11.4934	11.7939	12.0857	12.3807	12.5649	12.7414	12.9935
9	11.3899	11.5483	11.7024	12.0059	12.3234	12.6262	12.8126	13.0042	13.2605
10	11.5914	11.7518	11.9167	12.2311	12.5562	12.8750	13.0678	13.2692	13.5362
11	11.7896	11.9522	12.1255	12.4539	12.7931	13.1249	13.3197	13.5330	13.8097
12	11.9995	12.1632	12.3387	12.6854	13.0301	13.3746	13.5793	13.7990	14.0876
13	12.2020	12.3678	12.5487	12.9117	13.2713	13.6288	13.8377	14.0661	14.3654
14	12.6102	12.8028	12.9935	13.3919	13.7613	14.1468	14.3751	14.6142	14.9910
16	12.8395	13.0441	13.2422	13.6449	14.0381	14.4322	14.6744	14.9523	15.3583
17	13.0689	13.2799	13.4877	13.8916	14.3159	14.7219	15.0158	15.3184	15.7276
18	13.6159	13.8604	14.1188	14.6249	15.1364	15.6469	15.9430	16.2574	16.6871
19	13.9562	14.1952	14.4644	15.0007	15.5294	16.0626	16.3554	16.7001	17.1361
20	14.3406	14.5991	14.8683	15.4218	15.9786	16.5321	16.8518	17.2008	17.6068
21	14.7153	15.0007	15.2861	15.8494	16.4319	16.9973	17.3730	17.7048	18.0816
22	15.3507	15.6727	15.9882	16.6451	17.2923	17.8770	18.2411	18.6276	18.9970
22A	16.1659	16.5374	16.9014	17.6584	18.4176	19.0088	19.3944	19.8100	20.1718
22B	17.0221	17.4141	17.7941	18.5943	19.3933	20.0211	20.4249	20.8663	21.2444
23	18.4639	18.7299	18.9948	19.5419	20.1019	20.6564	20.8793	21.1023	21.3230
ELECTRICIAN FOREMAN	19.0185	19.2941	19.5667	20.1288	20.7060	21.2768	21.5061	21.7376	21.9648

2% EFFECTIVE 1/1/95



