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6/30/96

A G R E E M E N T

between

HURLEY MEDICAL CENTER

and

LOCAL 2056, AFSCME, AFL-CIO

JULY 1, 1994 - JUNE 30, 1996

Hurley Medical Center

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AGREEMENT

between

HURLEY MEDICAL CENTER, A DEPARTMENT OF
THE CITY OF FLINT, MICHIGAN

and

LOCAL 2056, AFFILIATED WITH COUNCIL
25, AND CHARTERED BY THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

This Agreement is entered into by Hurley Medical Center, hereinafter referred to as the Employer, and Local 2056. Affiliated with Council 25, and Chartered by American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the Union or the Local Union.

The Parties agree as follows:

PURPOSE AND INTENT

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

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

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

RIGHTS, RESPONSIBILITIES, AND PROCEDURES

ARTICLE I. RECOGNITION - EMPLOYEES COVERED

A. Pursuant to and in accordance with all applicable provisions of Act 336, of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the sole representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the employer, as follows excluding all others:

Assistant Respiratory Therapy Technician
Cardiac Cath Technician (1)
Cardiovascular Studies Unit Technologist
Cardiovascular Studies Unit Tech Trainee
Certified Occupational Therapy Assistant
Certified Registry Eligible Respiratory Therapy Practitioner
Children's Psychiatric Worker
Cytotechnologist
Echocardiographer
Graduate Diag Radiologic Technologist
Graduate Respiratory Therapy Technician
Histology Technician
Jr. Medical Technologist
Laboratory Technician
Librarian
Medical Assistant
Medical Equipment Technical Specialist
Nuclear Medicine Technologist (unreg)
Planning & Marketing Assistant
Pulmonary Diag/Polysomnography Specialist
Pulmonary Function Diagnostic Specialist
Radiation Therapy Technologist
Registered Cardiovascular Technologist
Registered Diag Radiologic Technologist
Registered Mammography Technologist
Registered Nuclear Med Tech
Registered Radiation Therapist
Registered Respiratory Therapist
Registry Eligible Radiation Therapist
Registry Eligible Ultrasonographer
Respiratory Therapy Equipment Technician

Senior Medical Record Data Tech
Special Procedures/CT Technologist
Special Procedures/CT Technologist Trainee
Trauma Services Registrar
Tumor Registrar
Ultra Sound Technician

If a new classification is created in the technological series, inclusion of the new classification in this bargaining unit will be subject for a special conference.

Newly created and/or reclassified positions which require certification/specialization in excess of that required of the Registered Diagnostic Technologist classification shall be considered for inclusion in the "level 21" language and shall be discussed/mutually agreed upon during a special conference held between the parties.

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

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

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

ARTICLE 2. PLEDGE AGAINST DISCRIMINATION AND COERCION

A. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, non-disqualifying handicap, national origin or political affiliation, weight and

height provided the required physical examination is taken. The union shall share equally with the employer the responsibility for applying this provision of the Agreement.

B. All references to employees in this Agreement designates both sexes, and wherever either gender is used, it shall be construed to include male and female employees.

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

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

E. 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. It is not the intention of the Medical Center to adversely affect any of its employees, 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 representatives will be advised of the nature, scope and the reasons (equipment, manpower, etc.) why the Medical Center is contemplating contracting out the work.

ARTICLE 3. MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

A. The Medical Center retains the sole right to manage its business; 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 they 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, 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 and the employees, to require compliance therewith by the employees is recommended.

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. A special joint conference called by the Employer, shall be held fourteen (14) days prior to implementation of any changes in existing rules and regulations. If an agreement is not reached between the parties during the special conference, the union may appeal directly to the arbitration step of the grievance procedure the reasonableness of the Medical Center's rules or regulations.

ARTICLE 4. UNION SECURITY (AGENCY SHOP).

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required, as a condition of continued

employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

C. Employees hired, rehired, reinstated or transferred into classifications represented by the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

D. The Employer will not aid, promote or finance any labor groups 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.

ARTICLE 5. UNION DUES AND INITIATION FEES.

A. **PAYMENT BY CHECK-OFF.** Employees shall tender the initiation fee and monthly membership dues by signing the "Authorization for Representation" form. Such action to be taken at the time of employment. During the life of this Agreement and in accordance with the terms of the "Authorization" form, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed said form, as provided by the Union.

B. **WHEN DEDUCTIONS BEGIN.** Check-off deductions under all properly executed "Authorization for Representation" forms, as above, shall become effective at the time the application is signed by the Employee and shall be deducted from the second pay of the month and each month thereafter. As regards to the Union security clauses and

dues check-off, the Union hereby agrees to indemnify and save the Employer harmless from any and all liability that may arise in consequence of application of such clauses. Such indemnity shall include, but not be limited to, reimbursement of any dues, fees, or assessments that the Employer would be ordered to pay back to employees; it shall also include court costs.

C. REMITTANCE OF DUES TO FINANCIAL OFFICER. Deductions for any calendar months shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted during the following week.

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

E. DISPUTES CONCERNING MEMBERSHIP. Any dispute arising as to an Employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

ARTICLE 6. SENIORITY

A. The employer will supply the Unions with a roster of all employees within the bargaining unit showing name, address, work status, and date of hire as soon as possible after the effective date of this Agreement. Biweekly, thereafter, the Employer will supply the Union with the same information for all new hires and/or separations.

B. Seniority is hereby defined as length of continuous employment with the Medical Center. Provided however, that authorized leaves of absence shall not be considered a break in continuous service: however, seniority credit shall not accrue during leaves of absence without pay, except for leaves granted for military service, Peace Corps, educational programs and full-time Union representation.

Effective July 1, 1993, bargaining unit seniority shall be regarded as "frozen" for employees who have received promotions or transfers out of the bargaining unit and subsequently return to a bargaining unit classification after forty-five (45) days in the non-bargaining unit classification.

Seniority shall apply in the following circumstances:

1. Hurley Medical Center employees with previous bargaining unit seniority:

If the employee returns to a bargaining unit position within a classification series from which he/she vacated or returns to a previously held classification, his/her previous bargaining unit seniority will be used for seniority driven contractual provisions and his/her hospital-wide seniority will be used for pay and retirement purposes.

2. Hurley Medical Center employees with no bargaining unit seniority and requiring no training to perform the job (student training does not apply):

Current Medical Center employees with no prior bargaining unit seniority who have current Hurley seniority and subsequently enter into a bargaining unit classification shall be granted full Medical Center seniority for pay and retirement purposes for prior service given no additional training is required (exclusive of periodic customary orientation) and the employee is able to function independently in the bargaining unit classification. Said determination shall be made by the Medical Center.

3. Hurley Medical Center employees with no bargaining unit seniority:

Current Medical Center employees, with no previous bargaining unit seniority, who subsequently enter into a bargaining unit classification shall not receive/be allowed to utilize total hospital seniority for pay purposes. Total hospital seniority shall be used for retirement purposes only. However, if for any reason the Medical Center needs to consider a higher rate for a new hire into the bargaining unit, the Union will be contacted and so appraised. Additionally, this language does not restrict management's right to offer discretionary rates to external candidates given appropriate experience and credentials.

C. Seniority within classification shall be extended within the following departments and in various services of the Medical Center:

1. Respiratory Therapy
2. Radiology

3. Laboratory
4. Behavioral Medicine
5. Medical Library
6. Planning and Marketing
7. Medical Records
8. Oncology
9. Cardiovascular Services
10. Clinics
11. Nursing Services

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

All employees promoted shall be required to serve a trial period of forty-five (45) calendar days. During this trial period, either the employee or the Medical Center may elect to return the employee to his/her former position. Employees who complete the forty-five (45) day trial period but do not successfully complete the remainder of their probationary period shall be returned to their former classification and department if a budgeted vacancy exists. If there is not a budgeted vacancy in the employee's former classification and department, the employee shall be laid off and their name placed on the layoff list for their former classification and department.

D. (1) The Hospital Director shall have the responsibility and authority to determine when and in which departments layoffs will be made.

(2) Layoffs, reductions in status and demotions due to lack of work or funds shall be by classification and department and shall occur 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 the layoff. No new employees may be hired in the department if a recall list exists for the classification and department.

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 three (3) months) for on-the-job training and development of specific skills and/or knowledge. If two or more such employees are available for referral, no new applicant shall be employed from outside the Medical Center.

(3) Layoffs within classification and department will be made in the following order:

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

(4) Any layoffs affecting the classifications of Diagnostic Radiologic Technologist, Special Procedures Technologist, Special Procedures Technologist Trainee and/or Radiation Therapy Technologist will be handled in the following manner:

The Medical Center will determine the number of positions to be eliminated and the classifications which will be affected. One seniority list will be created combining all employees in the classifications listed above, and the least senior employees on this list will be laid off. If an employee's position is eliminated by the Medical Center (as determined by seniority within affected classifications), and that employee is not laid off by the procedure described above, that employee will be transferred or demoted to the position held by the employee who was laid off; provided, however, that if this process creates vacancies in a higher classification, such vacancies shall be offered, on the basis of seniority to the employees in the affected classification.

(5) Names of probationary employees who are laid off shall be returned to the employment eligibility list from which they were certified.

(6) Thirty (30) days advance notice shall be given to the union when a lay-off program is to be instituted. Where there is a temporary lack of work due to the

facilities being inoperable (for example: fire, floods, tornados, work stoppage), the above mentioned thirty (30) days notification will be waived and only one (1) day notice will be required.

(7) Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary, Bargaining Committee Chairperson and Stewards, shall in the event of a layoff of any type, be continued at work as long as there is a job in the classification they can perform.

ARTICLE 7. UNEMPLOYMENT COMPENSATION

Unemployment Compensation benefits shall be paid under applicable rules and regulations of the Michigan Employment Security Commission.

ARTICLE 8. UNION REPRESENTATION

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

B. Employees will be represented by a Bargaining Committee of two (2). The President shall certify the names of the members or their alternates and any changes in Bargaining Committee membership to the Medical Center Labor Relations Office at least one (1) day prior to the effective date of assuming duties of office. The bargaining committee shall not lose pay for time spent in negotiations.

C. There shall be a grievance committee of three (3) stewards assigned on day shift and one steward on each of the afternoon and night shifts. Alternate stewards will be assigned to function in the absence of the regular stewards.

The bargaining chairperson and stewards, during their work hours without loss of time or pay, shall be allowed such time as may be necessary to investigate and present grievances to the Employer. Any abuse of the intent of this section by either party shall be the subject of a special conference, prior to any disciplinary action being imposed. The stewards shall handle grievances only on their respective shifts and only on days they are scheduled to work. However, when a steward is unable to process a grievance from

his/her zone in the second step of the procedure, the grievance may be processed at this step by the chairperson of the bargaining committee or a steward assigned by the chairperson. The names of the stewards will be submitted in advance to the Labor Relations Department.

Stewards shall handle grievances only on their respective shifts and only on days they are scheduled to work. Stewards normally will not be reassigned to another work area, shift or days off during the term of their appointment unless the efficiency or effectiveness of the department is impaired or the steward is exercising his/her rights under Article 26 or by the mutual agreement between the Union and the Employer.

The Chairman of the Committee shall function as the representative of the union in handling grievances at the third step of the grievance procedure or beyond. He shall be allowed as much time as necessary to further investigate such grievances and to meet with the Medical Center administration to discuss such grievances.

D. The Chairman of the bargaining committee, by virtue of his office and the necessity of his functioning properly to both the local Union and the Medical Center Administration, shall be scheduled on a five (5) day Monday through Friday basis, in an effort to better serve all concerned.

ARTICLE 9. VISITS BY UNION REPRESENTATIVES

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether district council representatives or international representatives, shall have reasonable access to the premises of the Employer at any time during working hours to conduct business relating to administration of this Agreement. Such representatives shall give advance notice of their desired meeting to the Labor Relations office. Such meetings will not be held in normal work areas of the Medical Center.

ARTICLE 10. UNION BUSINESS

A. Employees who are elected or appointed as full time paid Union representatives serving the union shall be granted a leave of absence for such purpose, which shall be approved on an annual basis with application for continuance of said leave to be made by written notice to the Employer 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. In case the employee is granted a leave of absence as noted in this area, such employee shall be entitled to contribute to his respective pension system based on the same rate of pay as when placed on leave status, the Medical Center's contribution to be paid by the Union on like basis.

B. Any officers of the Union or any delegates certified by the President or Bargaining Chairperson of the Union to any union activity necessitating a leave of absence shall be granted such leave without pay for a minimum of two (2) hours. Written notice for such leaves, giving the length 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.

C. Two delegates selected by the Union and employed by the Medical Center shall be granted leave without loss of pay to attend official AFSCME endorsed meetings or educational conferences related to the International Union and for Council 25, other than conventions, provided that such meetings will be limited to two (2) per calendar year.

Paid leave granted to such delegates shall not exceed forty (40) hours per delegate per meeting. The names of such delegates, together with the time, date, place, and purpose of such meeting, shall be submitted to the Director of Labor Relations or his designee for approval by the President or Bargaining Chairperson of the local union at least ten (10) days prior to the date of such meeting. However, no more than two (2) members will be permitted to attend the Biannual Convention without pay.

ARTICLE 11. UNION BULLETIN BOARDS

The Employer agrees to furnish and maintain suitable bulletin boards in mutually agreeable places to be used by the Union.

All such notices shall be delivered by the Union to the Labor Relations Office of the Medical Center. The Labor Relations office will stamp the notices approving them for posting and will post the notices on the bulletin boards. The Employer will not attempt in any way to censor or edit notices presented by the Union. However, the Union will not post anything derogatory or detrimental to the Medical Center, and such material will be signed by either the Grievance Committee Chairperson, the Bargaining Chairperson, or their designates.

ARTICLE 12. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, the President, Bargaining Chairperson, and stewards shall be allowed to transmit communications authorized by the Local Officers to the Employer or his representative and, upon proper notice to the Labor Relations Department. The President or Bargaining Chairperson shall be allowed to consult with other AFSCME local union officers. Any abuse of the intent of this section shall be subject to a joint conference.

ARTICLE 13. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the President or Bargaining Chairperson and the Employer or its designated representative upon request of

either party. Such meetings shall be attended by at least two (2), but no more than three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

ARTICLE 14. GRIEVANCE PROCEDURE

A. A grievance is a written complaint by an individual employee, by a group of employees having the same immediate supervisor, or by the Union concerning the application, interpretation, or alleged violation of the provisions of the agreement, or established policy of the Medical Center.

Any employee, or group of employees having the same supervisor, having a grievance in connection with his/her employment shall present it to the Employer as follows; provided that it has been submitted within ten (10) working days following the occurrence or the employee's knowledge of the occurrence.

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

Step 1. If an employee feels he has a grievance, he shall request that his supervisor call a steward. The immediate supervisor will arrange for the appropriate steward to come to the unit as soon as possible and shall allow the employee and the steward to discuss the grievance privately. The steward shall discuss the grievance with the immediate supervisor; if this is not possible, it will be submitted in written form by the steward to the immediate supervisor. The immediate supervisor will place his written position on the grievance form within two (2) working days and return it to the steward.

Step 2. (a) if the immediate supervisor's answer is unsatisfactory, or if no answer is given, the steward may submit the grievance in writing to the appropriate Department

Head within three (3) working days following the date the answer was given, or was due to be given at the first step. A meeting of the steward and the department head or his or her designated representative will be held within seven (7) calendar days from the date the grievance is received by the department head. The department head shall place his disposition of the grievance in writing on the grievance form and return it to the steward within three (3) working days.

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

Step 3. If the grievance still is unsettled, the Union may, within seven (7) days, submit the grievance to the Director of the Hospital or his or her designate. A meeting between representatives of the Union and the Director of the Hospital or his or her designate, will be held to discuss the grievance within seven (7) calendar days from the date the grievance is received by the Director of the Hospital. The Director of the Hospital or his or her designate shall place his disposition of the grievance in writing on the grievance form and shall return it to the chairperson of the grievance committee within seven (7) days.

Step 4. (a) If the grievance still is not settled, the union may within thirty (30) days after the written reply of the Medical Center Director or his or her designate, request arbitration.

The Arbitrator will be selected by one (1) representative of the Medical Center Management and one (1) representative of the Union. If the parties are unable to agree on the selection of the Arbitrator, the U.S. Conciliation Service will make the selection.

The Arbitrator shall have no power to add to or subtract from, or modify any of the terms of this Agreement or any supplementary agreements, thereto.

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

The expense of the Arbitrator will be shared by both parties. Each party will be responsible for compensating its own witnesses and representatives.

An 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.

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

Step 5. The parties agree that they will meet and attempt to resolve any grievance that has been processed to arbitration or civil service pursuant to a request from either party. Such request must be made in writing within ten (10) days of the notice of intent to arbitrate or appeal before the Flint Civil Service Commission. This meeting will be attended by the Director of Labor Relations or his/her designee, the appropriate administrator and/or department director, and by the local's representative. The grievant may attend such meeting without loss of pay. Additionally, the meeting will be held within twenty-one (21) calendar days of the request to meet.

B. The Union may withdraw any single or multiple grievance at any step without prejudice by so notifying the Medical Center in writing. If the grievance should be reactivated, any financial liability shall accrue only from a maximum of thirty (30) days prior to such reactivation.

A grievance which has been referred to an Arbitrator may not be withdrawn by either party, except by mutual consent.

ARTICLE 15. PROCESSING GRIEVANCES DURING WORKING HOURS

Grievance Committee members may investigate and process grievances during working hours without loss of pay.

HOURS OF WORK, SCHEDULES AND OVERTIME PROVISIONS

ARTICLE 16. NORMAL WORK HOURS AND OVERTIME

A. Normal Work Week. A normal work week is defined as being forty (40) hours in a calendar week, or as otherwise established and mutually agreed upon in writing by the parties.

Provided, however, that normal work weeks in continuous operations shall not exceed a total of eighty (80) hours in any pay period.

B. Employees who work in excess of eight (8) hours in any one (1) twenty-four (24) hour period or any time in excess of eighty (80) hours during a pay period, as determined in accordance with Section (A) hereof, shall be paid overtime premium pay at the rate of one and one-half (1 1/2) times their basic rate of compensation for such excess. All work over the normal work week must be approved by the Department Head or his designate before being allowed.

C. A normal work day for full-time employees shall consist of eight and one-half (8 1/2) continuous hours including an unpaid lunch period of one-half (1/2) hour. Whenever practical the lunch period shall be scheduled at the middle of the shift.

D. All work performed shall be considered as accomplished on the date on which the majority of hours are worked. It is recognized that 12 o'clock midnight is the beginning of the day.

E. All employees shall record their work hours on Medical Center time clocks. Employees shall punch only their own time card.

F. Employees shall report any errors they make in punching their time card to their supervisor.

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

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

I. Employees who are called in to work on their scheduled days off shall be paid at one and one-half (1 1/2) times the regular rate if they are not notified of the schedule change at least twelve (12) hours in advance even though another day off might be scheduled for them subsequently.

J. Employees who are called in to work on a regular shift after the start of the normal working day shall be paid a minimum of eight (8) hours, if they work in excess of four (4) hours and if they report within one and one-half (1 1/2) hours of the time they are called. If employees work four (4) hours or less under these provisions they shall be paid for four (4) hours. Any overtime pay due the employees under this provision shall be paid only for the hours, or fractions thereof, actually worked.

K. Premium payments are not to be duplicated or pyramided.

L. For the purpose of computing overtime for full-time employees, approved paid absences (i.e., holidays, sick leave days, personal days, vacations and paid emergency leaves) 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 per Article 20.

M. Any alleged pay shortages of employees caused by the Employer, upon verification by the Personnel department, will upon request, be paid within twenty-four (24) 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 employees 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.

Alternate Ten/Twelve Hour Shifts

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.

ARTICLE 17. REST PERIODS

All employees shall have two (2) rest period of fifteen (15) minutes per eight (8) hour day to be scheduled by the immediate supervisor. Said periods shall not be cumulative.

ARTICLE 18. REPORTING TIME

Any Employee who is scheduled to report for work and who presents for work as scheduled shall be assigned to at least four (4) hours work.

ARTICLE 19. EQUALIZATION OF OVERTIME HOURS

When necessary, bargaining unit employees will be required to work overtime. The Employer, shall, whenever possible, give six (6) hours notice of the request that employees work overtime. Bargaining unit overtime hours will be divided as equally as possible among employees working within the same department and classification.

When bargaining unit overtime becomes necessary, it will be offered on a voluntary basis according to seniority and function. In this regard, it shall be the responsibility of each department head to create a voluntary overtime list regardless of shift, said list shall be by department classification. Each employee who voluntarily desires overtime shall notify the appropriate department head in writing, of his/her desire to work overtime so that his/her name can be placed on the voluntary overtime list. Voluntary bargaining unit overtime on each shift shall be permitted at all times prior to required or mandatory overtime being implemented.

Each department head shall be required to create a mandatory overtime list for each shift and department classification. Whenever all employees on a particular shift refuse voluntary overtime, the department can then require the most junior employee with the least number of mandatory overtime hours to work overtime. Mandatory overtime shall

be applied by shift and job classification only, consistent with the function necessary to accomplish the required overtime duties, and shall be subject to the seniority and equalization concept and policy stated herein. Employees who were not scheduled to work a particular day or shift but were called in to work overtime shall not be required to work any additional consecutive overtime.

ARTICLE 20. WORK SCHEDULE

A. If any Employee is required to work in excess of seven (7) consecutive days, regardless of pay period, then any consecutive days thereafter shall be at premium compensation, except by mutual agreement, provided however, that such premium shall not be paid for more than seven (7) consecutive days.

B. All Employees shall be scheduled every other Saturday and Sunday off duty. In the event that any employee is scheduled on duty for a second consecutive weekend, without mutual agreement between both parties, that weekend work shall be at premium compensation. Employees regularly scheduled days off shall not be changed, once the schedule has been posted, for the purpose of avoiding payment of overtime, provided however, that a change in the schedule resulting from an employee's request to change days off, shifts, etc., shall not be construed as an attempt by Management to avoid payment of overtime. All departments schedules shall be posted at least one week in advance and will not normally be less than a two (2) week posted schedule. The Medical Center shall, prior to making adjustments in the manner it posts schedules within the various departments, advise the union of the anticipated adjustment. This is not intended to limit management's rights to assign and direct its work force.

C. Employees who work Saturday and/or Sunday will receive an additional eight (8%) percent pay, based on their current hourly rate of pay.

ARTICLE 21. EMERGENCY CALL-IN

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

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

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

D. Employees who are required to perform standby duty shall be paid a bonus of twenty (20%) percent of their base salary for each hour of standby not to exceed eight (8) hours for each day of standby or forty (40) hours per week when required to perform such services and shall receive overtime pay for all hours required to work while on standby.

ARTICLE 22. HOLIDAYS

A. The following are the holidays for all full-time employees: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and employees who do not work at all on any of said holidays shall receive their normal pay for the particular day in question.

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

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

D. Employees who are absent their last scheduled day preceding their first scheduled day following a holiday, shall forfeit all pay for that holiday unless providing reasonable cause acceptable to the department head. An employee scheduled to work on a holiday and who fails to report for work, shall forfeit holiday pay for that day.

E. Full time and part time employees shall be scheduled to work either Christmas or New Years, based on the needs of the department. Full-time employees shall be scheduled to work either Memorial Day or the 4th of July and shall be scheduled to work either Labor Day or Thanksgiving, based on the needs of the department. Part-time employees shall be scheduled to work on one of the following holidays based on the needs

of the department; Memorial Day, July 4, Labor Day or Thanksgiving. Conflicts will be settled on a rotating basis.

Employees will be allowed by November 15 of each year to indicate their preference to work either the Christmas or New Year's holiday. Seniority will be the deciding factor based upon a rotating basis and which holiday of the two they worked the previous year. However, weekends scheduled to work take precedent over holidays. In any event employees shall be notified of their holiday to work as soon as possible subsequent to their request.

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

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

ARTICLE 23. SPECIAL HOLIDAYS

A. All full-time employees, excepting those covered by subdivision "B," who would otherwise have been required to work on the following special holidays shall be entitled to a day off with pay, not to exceed eight (8) hours, at their normal rate of pay for the following special holidays: The day before Christmas Day and the day before New Years Day and Martin Luther King birthday.

B. Full-time employees who are required to work on said above designated special holidays shall receive time off equal to the special holiday time worked on the particular day in question but not to exceed eight (8) hours and as mutually agreed between the employee and his supervisor.

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

D. Any employees who are absent the day preceding or the day following a special holiday, shall forfeit all pay for that special holiday, unless providing reasonable cause acceptable to the department head. An employee scheduled to work on a special holiday and who fails to report for work, shall forfeit holiday pay for that special holiday.

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

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

ARTICLE 24. PERSONAL DAYS

Full-time employees shall be entitled to five (5) personal days per fiscal year. The parties have agreed to allow employees to carry over/accumulate personal days up to a maximum of ten (10) days. Employees will be encouraged to utilize their personal days prior to June 15. Personal leave days may be used if permission is requested forty-eight (48) hours in advance. Such permission will be granted provided these personal days are not covered in any other leave or absence policy.

Personal days may be utilized only Monday through Friday. They may not be used to extend vacations; i.e., use of greater than three (3) vacation days. The restrictive provisions outlined above may only be waived in cases of emergency or unusual/extenuating circumstances.

ARTICLE 25. NIGHT BONUS

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

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

- (a) First shift shall be any full time shift commencing between the hours of 7:00 a.m. and 3:00 p.m.
- (b) Second shift shall be any full-time shift commencing between the hours of 3:00 p.m. and 11:00 p.m. Premium rate for this shift shall be 6.5% of the base rate.
- (c) Third shift shall be any full-time shift commencing between the hours of 11:00 p.m. and 7:00 a.m. Premium pay rate for this shift shall be 8% of the base rate.

ARTICLE 26. SHIFT PREFERENCE STATEMENT

The Medical Center recognizes the principle that full-time employees should accrue some privileges along with seniority. The Medical Center will do everything possible to encourage following a seniority principle relative to shift assignment, when efficiency is not impaired and within the various services and departments. Employees should submit, in writing, their shift preference to the Department Head by December 1 or June 1 of each year. Employees may bump according to their employment status only. Such shift assignment will be effective on the first Monday of a new pay period, on or following January 1, or July 1 of each year or if vacancies occur during the calendar year such requests will be granted on the basis of the original request under the conditions outlined above. Shift changes may be made by mutual agreement between employees, with the approval of the department head.

In departments and/or divisions of departments which have various starting times of one shift, newly created permanent starting times will be offered to the most senior full-time employee in the same classification and shift, provided efficiency is not impaired.

Employees who later desire the newly created starting time, can "bump" into such starting time during shift preference time as is provided above, provided efficiency is not impaired.

ARTICLE 27. TRANSFERS, VACANCIES, AND NEW POSITIONS

1. When openings occur within the bargaining unit, employees desiring to transfer into the job shall make written application for same. Part-time employees shall be offered full-time position vacancies within their classification prior to any new hire and/or filling of vacancy.

2. The Medical Center encourages all bargaining unit employees to apply for any promotion, permanent job opening, and/or permanent newly created position within the bargaining unit. Consistent with this, when permanent vacancies within the bargaining unit occur, the Medical Center will post such permanent vacancy or new positions for fourteen (14) calendar days. During that time, employees will have an opportunity to apply for such positions with the Human Resources Department. Selections will be made from among applicants applying in accordance with this article.

3. A copy of such applications shall be kept on file in the Human Resources Department. The bargaining unit, upon written request, shall be permitted to review copies of the current applications.

4. The Medical Center encourages all bargaining unit employees to apply for any promotional opportunities. A notice of promotional opportunity will be submitted to the President of the bargaining unit. Such postings will include the vacancy and the necessary qualifications for the open positions.

5. Employees who have appropriately applied for positions within the bargaining unit, and who qualify as determined by the Human Resources Department, will have their application submitted to an interview panel consisting of:

- a) A representative from Human Resources
- b) The appropriate Department Manager or Supervisor
- c) The appropriate bargaining unit employee as selected by bargaining unit President or designee.

The Medical Center's standard interview form shall be completed by the interview panel.

6. The Medical Center will fill the bargaining unit position with the employee whose combined examination score and credit for bargaining unit seniority (at the Medical Center), ranks the highest of the employees qualifying for the vacancy. Credit for bargaining unit seniority, is calculated at the rate of one (1) point for each year of bargaining unit time up to a maximum of seven (7) points. When the process has been completed, the results will be discussed with the employee upon request.

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

8. No vacancy within the bargaining unit will be filled by personnel from outside the Medical Center unless no qualified employee employed by the Medical Center has made application.

9. The selected employee will be granted a trial period of no more than forty-five (45) days during which time the Medical Center will assist in the development of necessary skills. (As is specifically outline in Article 6 - Seniority)

10. The employee that fills a vacancy on a temporary basis shall be paid the rate of the higher classification. Temporary assignments, taken within one (1) year of the permanent position being filled, shall not be considered in the application for any such position other than credit for seniority.

11. Should the Medical Center decide to waive any portion of the qualifications, the bargaining unit vacancy shall be reposted and the promotional procedures again followed.

12. For the definition of seniority refer to Article 6.

LEAVE PROVISIONS

ARTICLE 28. REQUEST FOR LEAVE

A. Any employee, whether on regular or part-time status, may request a leave of absence. All requests must be in writing on the form provided by the employer for that purpose.

B. Department heads must make some recommendation concerning the request for leave of absence of employees in their department in the space provided on the form "Request for Leave of Absence."

Requests for leave of absence should be filed in writing prior to the beginning of the period of leave, but if this is impossible because of emergency conditions which arise, notification to the department by telephone may be made and the request for leave filed immediately upon the employee's return to duty.

C. Any absence of an employee from duty that is not authorized by a specific grant of leave of absence shall be deemed to be an absence without leave. An employee who is absent three (3) consecutive days without an authorized leave shall be subject to disciplinary action beginning with two (2) weeks without pay to discharge.

D. No leave of absence without pay which extends for five (5) or more working days shall be approved until all accumulated, appropriate leave with pay shall have been exhausted.

E. Employees who are granted a leave of absence for a specified time who wish to return to work before the expiration of the agreed upon leave, shall give the employer four (4) calendar weeks notice of said return.

ARTICLE 29. PERSONAL LEAVE OF ABSENCE

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

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

C. 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/she held at the time the leave was granted.

D. 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/her. If his/her position is not held open he/she shall be so advised at the time a determination is made. If the employee is unable to return within six (6) months, she/he will be re-employed when a position is available at the level and type of position previously held, or in such other position and level in which there may be an opening; if he/she has notified the Medical Center in writing of his/her desire to return.

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

ARTICLE 30. VACATIONS

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

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

Year of Service	Days Accrued	Per Hours Worked	Maximum No. of Days Per Calendar Year	Maximum Accumulation Days
Less than 5	.92	173	11	22
5 thru 9	1.33	173	16	32
10	1.42	173	17	34
11	1.50	173	18	36
12	1.59	173	19	38
13	1.67	173	20	40
14	1.75	173	21	42
15 and over	1.84	173	22	44

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

C. Certain holidays, mentioned in Article 22 hereof, and special holidays mentioned in Article 23 hereof, falling within a period of annual vacation leave shall not be included as part of such leave.

D. Annual leave may be cumulative but not to exceed the maximum set forth. Any excess shall be forfeited. Provided, however, that any excess as provided herein shall not be forfeited in the event that the employee suffers an injury or illness arising out of or in the course of employment within the meaning of the Worker's Compensation Act of the State of Michigan during the last four (4) months of the calendar year, and because of said absence is unable to use cumulated annual leave.

E. Vacation schedules for employees of all departments shall be developed by the department head. All vacation request must be in writing and filed in advance. Such request for vacation shall be made at least six (6) weeks in advance of the time requested. However, vacation request made more than eight (8) weeks prior to the requested vacation will not be honored. It shall be the policy of each department head to schedule vacations over as wide a period as possible in order to eliminate the necessity of extra help. Seniority in terms of length of service shall prevail when arranging vacation schedules.

Seniority shall prevail on first vacation choices, (i.e. requests for use of greater than three (3) vacation days), within a July 1, to June 30 year. After all employees have made a choice, seniority shall prevail in the same sequence on all succeeding choices.

Notice of approval or disapproval will be given to the employee in writing for all vacation requests at least three (3) weeks in advance of the time requested.

The six (6) weeks notice requirement will be waived for employees requesting to utilize three (3) vacation days or less; i.e., that which does not constitute a vacation period, which is recognized as the use of greater than three (3) vacation days.

F. The amount of vacation time with pay that is allowed is the number of days credit earned as of July 1. If any employee makes a request to take a vacation prior to July 1, the amount of time allowed with pay is the number of days credit earned as of the beginning date of the vacation. Employees who take their vacation prior to July 1 may anticipate their maximum earned vacation time with pay as of July 1. If this anticipated maximum vacation time is taken prior to July 1, the Medical Center will give that employee additional pay on the first pay date following July 1, in an amount equal to the difference between the amount of vacation credit earned as of July 1.

G. No vacation leave shall be used during the calendar year in which said leave is being accrued, except for deductions made for lost time in excess of accrued sick leave as set forth in Article 31.

H. No vacation shall be taken or allowance made or paid until an employee shall have worked one (1) full year, but thereafter such first year of employment shall be considered for purpose of accrual of vacation leave as having been accumulated beginning with the first day of employment, provided, however, that in the case of employees who

go into the Armed Forces of the United States, such employees shall receive allowance for vacation leave computed under the terms hereof from the date of employment without regard to whether said employees have worked less or more than one year.

I. An employee may obtain pay for vacation time one (1) week (Monday through Friday) prior to the beginning date of the vacation by making application for same in writing at least two (2) weeks in advance to his immediate supervisor and obtaining the approval of the Director of Human Resources and the Director of Finance.

J. Within the discretion of the department head, any employee may be required to take during the calendar year, vacation leave equivalent to one-half (1/2) of the vacation leave earned in the preceding calendar year, and also within the discretion of the department head, the employee may be required to work all or part of the time that the employee would normally have been on vacation, and in lieu of vacation leave shall be paid the vacation pay provided in this Article which vacation pay shall be in addition to the compensation received for the time actually worked during said period. In computing compensations for the time actually worked in this period, any holidays worked shall be compensated for at overtime rates only.

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

ARTICLE 31. A. SICK LEAVE

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

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

An eligible employee (as defined above) may at his/her option use one of the available sick leave provisions i.e., sick leave days -or- Sick and Accident Insurance. The employee may utilize sick leave days from their sick leave bank until said bank is exhausted or until he/she returns to work. Additionally, employees will be allowed the option of using one

(1) sick day per week when on Sick and Accident leave, upon exhaustion of their sick day bank the employee may utilize one (1) accrued vacation day per week while on said leave. Payment will be made on regular pay days occurring during the period the employee is drawing Sick and Accident benefits. To utilize this option, the employee must submit a leave form according to normal procedures.

Employees who use all available sick leave and sick/accident insurance policy, will be kept on the employment list for six (6) additional months, at which time they will be placed on the top of the eligibility list for their respective classifications for an additional eighteen (18) months, and will be re-employed when the first vacancy is filled, in the employee's classification. Sick leave benefits shall be available as follows at the authorized rate of pay provided in the prevailing salary plan for the position or job actually engaged in at the time the sick leave is used.

B. All regular full-time employees and employees who regularly work thirty (30) hours or more per week are eligible for seven (7) sick leave days on July 1 each fiscal year. Employees shall work for the Medical Center at least 1040 hours before taking advantage of sick leave. No sick leave shall accrue while an employee is on leave.

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

D. Charges against sick leave and pay allowance for time lost on account of sickness shall be made only for the time lost for which the employee normally would have received pay and during which normally he would have been required to work.

E. Any employee who becomes ill or is injured and expects to be off duty should notify the Medical Center as promptly and as early as possible. Such notice should, in all cases except extreme emergency, be given in advance of the start of the employee's

scheduled work shift. Such notice should be received not less than one-half (1/2) hour before the start of the morning shift, not less than one and one-half (1 1/2) hours before the start of an afternoon shift and not less than one and one-half (1 1/2) hours before the start of a night shift.

F. If an employee reports for duty but discontinues working as a result of illness before having worked two (2) hours, sick leave payment for the entire day is granted; and if the employee works two (2) hours but less than six (6) before discontinuing work as a result of illness, that employee receives regular pay for four (4) hours and for the other half (1/2) of that day (four (4) hours) receives sick leave pay providing the employee has accumulated that amount of sick leave credit with pay. Sick leave pay granted after the employee works for six (6) hours or more shall be made at the discretion of the employee's department head. In such cases, the department head shall make a report to the Personnel Director. Sick leave pay is not granted to employees who take time off to go to the office of a doctor or dentist. Employees who make emergency visits to the physician or dentist because of symptoms that occur on the same day the appointment is made, may be granted sick leave pay if the physician or dentist with whom the appointment is made will write a note stating they are eligible for sick leave.

G. Any employee who has taken all available sick leave may elect to have additional lost time charged against and deducted from earned vacation leave rather than receive a payroll deduction for such additional time lost. However, an absence due to illness of less than three (3) days, approval shall be at the discretion of the department head or his/her designee.

H. Employees who exhaust all available Hurley Medical Center paid leave, i.e., sick, vacation, personal and including sick and accident benefits, will be placed on the top of the eligibility list for their respective classification for an additional eighteen (18) months and shall be re-employed when the first vacancy is filled, in the employee's classification.

I. Dependent survivors of an employee, whose death was in the line of duty, shall be paid in cash for each day of unused and accumulated sick leave on the same basis as though retired. Dependent survivors of an employee, whose death is non-duty

connected, shall be paid in accordance of the agreement of the retirement provision. A living spouse will automatically be determined a bona fide dependent. No payments against unused or accumulated sick leave shall be made if death is determined, by a medical examiner, to have been caused by suicide. Payment shall be made at the start of the fiscal year, subsequent to death.

B. SICK/ACCIDENT LANGUAGE

1. Employees regularly working 30 hours or more per week are eligible for sick/accident coverage at the conclusion of their probationary period.
2. An employee known to be ill or injured resulting in disability as evidence by statement from their attending physician attesting to such condition will be placed on sick/accident leave status commencing on the fifteenth (15th) day following the employee's last day of work, or upon accident or hospitalization, and will continue on said status until medical evidence is received by the Personnel Department stating that the employee may return to work. Sick/Accident leave weekly benefits consist of sixty (60) percent of the employee base wage rate up to a weekly maximum of \$400 per week, effective 11/1/94, for a period of up to twenty-six (26) weeks. Once an employee has received maximum benefits under this plan, he/she shall be ineligible for further benefits due to the same or related illness or disability for a six (6) month period.
3. Sick leave forms may be picked up by the employee or his/her designee, in the Personnel Department or the employee's departmental office. These forms are to be completed by the employee's physician and shall be returned to the Personnel Department within ten (10) calendar days of the occurrence of the first (1st) day of disability in order for the employee to qualify for sick/ accident benefits. This ten (10) day period shall be waived upon the employee providing convincing proof that the delay in submitting sick leave forms was beyond the employee's control.
4. Seniority and continuous service (i.e., longevity and step increases) of employees on sick/accident leave shall accumulate.
5. Prior to return to work the employee shall report to the Personnel department with a statement from his/her attending physician specifying the employee's ability to return

to their normal assigned duties. The Medical Center may require the employee to complete a physical by a Medical Center physician prior to their being allowed to return to work.

6. In the administration of the sick/accident leave program, the Medical Center may from time to time investigate or require to be investigated, employees who the Medical Center has cause to believe may be misusing or abusing the benefits of the sick/accident policy. It will also be mandatory for any employee who is on sick/accident leave for a period of more than six (6) weeks to undergo an examination by a designated physician or agency to determine whether or not the employee is not capable of returning to work unless valid medical cause can be shown (i.e., surgery or hospitalization). In addition to said investigation and mandatory examination, the Medical Center may at anytime require an employee to undergo an examination by a designated physician to determine whether or not the employee is capable of returning to work. If as a result of the investigation or any examination, an employee is deemed not to be disabled, benefits, under the Medical Center sick/accident policy, shall cease immediately. To afford the employees means by which the denied claim may be reviewed, a third physician or agency mutually agreed upon by the Medical Center and the Union may be requested to review the medical condition of the employee. Such request must be submitted in writing by the union within ten (10) calendar days of the date of denial of the sick/accident benefit claim. Cost for any resulting examination by a third party shall be borne by the Medical Center. Said third party physician or agency shall issue a final determination as to the medical condition of the employee.
7. If an employee ceases to be disabled or fails to submit any required proof of said disability, the biweekly installments shall automatically and immediately cease. Notwithstanding proof of disability that may have been accepted by the insurance company shall furnish due proof of the continuance of such disability, and shall submit to physical examinations at reasonable intervals by physicians designed by the insurance company.

8. Employees on sick/accident leave may, at their option, continue to contribute the employee portion to the pension program for pension credit.
9. The employer will continue premium payments for sick/accident insurance, health insurance, and dental insurance for any employee covered by the sick/accident insurance. However, employees drawing sick/accident benefits at the time a holiday falls, are not entitled to holiday pay.
10. If an employee requests an extension of his/her sick and accident disability leave, he/she shall submit verification from their physician within three (3) days of the expiration date of the original leave, or he/she will be placed on a two (2) week suspension for being absent, and if, after the two (2) week suspension, the employee still has not submitted verification from his/her physician, she/he will be treated as a voluntary resignation under Article 28. This provision is to be included in a statement on or attached to the original disability insurance application form.

ARTICLE 32. 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 with pay up to one-half (1/2) day for the purpose 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 vacation leave as elsewhere provided upon written request of the employee.

Reasonable travel time shall 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 if the employee elects. In such cases, the department head shall waive any restrictions concerning advance scheduling of paid time off used.

ARTICLE 33. MATERNITY LEAVE

A. In compliance with State and Federal Statutes, the Medical Center and the Union agree to treat all maternity-related health problems as normal sicknesses and disabilities. Provisions of the sick leave section will then be applied.

B. Employees who work in high risk areas and becomes pregnant, will be transferred to other openings in the same classification whenever possible, or a lower classification, without suffering a reduction in their hourly rate of pay. Upon return from sick leave the employee will be returned to the position held prior to becoming pregnant.

C. The parties mutually agree that eligible bargaining unit employees will be accorded 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.

ARTICLE 34. MILITARY LEAVE

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

appropriate Department Head. Before such payment shall be made, the Employee shall furnish the Personnel Department 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.

Any regular full-time employee presently employed, or any person hereafter employed as a regular full-time employee, may on or before 4-7-84 or within 60 days of appointment to a regular full-time position, and not thereafter, elect to receive credit, for retirement purposes only, for time served in the armed forces of the United States on active duty for other than training purposes, and for which he received an honorable discharge. The maximum amount of military service for which he may receive credit is 36 months, and such credit shall be given only upon payment to the retirement system of a contribution computed in the following manner: Induction rate for the classification the employee hired into as a regular full-time permanent employee in effect at the time of making the election multiplied by the existing contribution rate, multiplied by the number of years of military service, with interest at the rate established by the Director of Finance, City of Flint Retirement System, computed from the date of hire.

Said contribution shall be made in one (1) installment, payable not later than five (5) years from date of election. No credit shall be granted for any military service for which the applicant is receiving a pension or which has been used in establishing entitlement to a pension from any other source.

Said service shall not be used for the purpose of meeting minimum requirements for deferred or voluntary retirement.

The employee shall be required to submit a certificate or other document from the military authorities indicating the character of service, and nature of separation.

In the event an employee does not deposit the contribution required hereunder at the time of making the election, the contribution shall be increased $\frac{3}{4}$ of 1% per month from the date of election to the date of payment.

ARTICLE 35. VETERANS RIGHTS

A. An employee who has been in the Armed Services, maximum time allowed by State law, 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. Medical Center Employees who have been in the Armed Services of the United States, under military leave from the Medical Center, shall, upon reinstatement to the 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. Such sick leave shall be added to any sick leave they had prior to entering the Armed Services.

C. Returned Veterans of the Armed Services. 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 Hurley 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.

ARTICLE 36. EDUCATIONAL LEAVE

Upon written application, employees or employee veterans who have acquired seniority of one (1) or more years and desire to further their education, may be granted, upon request, one (1) continuous leave of absence for such education for a period not to exceed one (1) year of leave for each two (2) years of service.

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

ARTICLE 37. EDUCATIONAL COURSES

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

B. Upon proof of satisfactory completion of the course or courses and of the amount expended for tuition, books, and supplies, the full-time employee shall be reimbursed for such expenses up to \$1200 within two (2) years, provided, that the employee agrees in writing to remain a full-time employee for a period of six (6) months following completion of the course and likewise agrees that if he/she leaves the Medical Center's employment before completing the six (6) month period, he/she will repay the education course payment to the extent of one sixth (1/6) of such sum for each month she/he is short of meeting the six (6) month requirement.

C. Part-time employees who regularly work thirty (30) or more hours per week shall be eligible for reimbursement for such expenses up to four hundred fifty (\$450) dollars within two (2) years; provided that the employee agrees that if she/he leaves the Medical Center's employment before completing the six (6) month period, he/she will repay the education course payment to the extent of one sixth (1/6) of such sum for each month she/he is short of meeting the six (6) month requirement.

ARTICLE 38. JURY DUTY

A. Whenever an employee is called for jury duty before any court entitled to empanel a jury, he shall, when possible, give reasonable notice of such calling to his immediate supervisor. He shall, thereafter, for days when required to report for such duty, be entitled to leave without pay, except as is provided hereinafter. An employee complying with the above conditions, and upon supplying the Personnel Office of the Medical Center, adequate proof that he has reported for jury duty before a court entitled to empanel a jury, shall be paid by the Medical Center the difference between his regular wage or salary and his jury pay for each day he so reported.

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

C. If any employee is called as a witness in a judicial proceeding for reasons 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 one and one-half (1 1/2) times his normal rate of pay for such court time when it occurs during hours he is not scheduled to work.

ARTICLE 39 PHYSICAL EXAMINATION

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

- 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

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

2. 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 test 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 or 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 40. LIABILITY INSURANCE

The Medical Center shall maintain in force a liability coverage for all employees working in the Medical Center covered by this agreement, and 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.

ARTICLE 41. RETIREMENT

All employees exclusive of temporary employees hired after 7-1-91 shall be entitled to membership in and benefits of the City of Flint Retirement System as provided in Ordinance #625, April 22, 1946, as amended.

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

Effective: 1/1/87

1. 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

2. Alternative Pension Proposal Effective 1/1/87

Under City of Flint Retirement System Administration

No Employee Contributions
Employee Contributions Returned
4% Interest on Withdrawn Funds
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

ARTICLE 42. HOSPITALIZATION AND INSURANCE COVERAGE

A. (1) All employees working 30 hours or more per week shall be entitled, at their option, to participate in a medical, surgical insurance program as provided in the Medical Center's Blue Cross/Blue Shield PPO comprehensive group insurance plan with major medical coverage, first and emergency rider, and a \$2.00 co-pay prescription rider.

Employees will also have the following choices of hospitalization plans:

- o Blue Cross/Blue Shield Traditional, with premium copay
- o Health Plus, with premium copay
- o Blue Cross Network, with premium copay

New employees hired on or after September 1, 1991 who select Blue Cross as their health insurance shall receive the Blue Cross PPO (Preferred Provided Organization) instead of the traditional Blue Cross plan.

(2) Enrollment is conducted once a year and at the time of employment. Employees may apply for membership within thirty (30) days of their employment or during the annual enrollment period April-May of each year. Changes such as marriage,

birth, death, divorce, etc., should be reported to the Personnel Office within thirty (30) days of the effective date of change.

(3) Employees who work less than thirty (30) hours per week shall receive the Medical Center's discount policy.

(4) Employees who for any reason fail to exercise their right of option will automatically receive the benefit of the Medical Center's discount policy which will continue in accordance with this paragraph.

(5) Employees who are on an authorized leave of absence without pay for more than two (2) consecutive weeks may remain members of the Medical Center's medical and surgical insurance program by making payment to the Medical Center for the full cost of whatever contract they have in the Medical Center group. However, the Medical Center discount policy will be extended only to those employees who elected it.

B. COURTESY DISCOUNTS

(1) Employees who elect this option shall be eligible for Courtesy Discounts for Medical Center services rendered to them and members of their immediate family.

(2) Hurley Medical Center shall grant to the above described eligible individuals a discount for inpatient hospitalization equal to the difference between the Medical Center charges and the amount paid by the Medical Center's medical and surgical insurance program on a contract for ward services with a D and M rider (365) days of coverage, plus the amount paid by the Medical Center's medical and surgical insurance program held by the eligible individual. In the absence of such a contract, the Medical Center shall grant a discount equal to the difference between the Medical Center's charges and the benefits outlined in the Medical Center's medical and surgical insurance program. The Medical Center shall also grant a discount for Outpatient Medical Center service equal to fifty percent (50%) of the Medical Center charges for such service, with the stipulation that if the service is a benefit under any insurance policy, the discount shall not exceed the difference between the amount paid by the insurance carrier and the Medical Center charges.

(3) The term "Members of the Immediate Family" shall be interpreted to mean spouse, children, mother and father, providing the person claiming the discount can establish reasonable evidence that the member of the family as described above is also a dependent. Inclusion of the patient as an exemption for income tax purposes shall be deemed sufficient evidence of proof.

(4) In the computation of the courtesy discounts described above, the charge for special serums, appliances, braces, etc., which must be purchased by the Medical Center for the patient, shall not be included in the amount subject to courtesy discount.

(5) Employees requesting a discount for outpatient service other than emergency service should obtain a discount certificate from the Personnel Office prior to the rendition of the service. It shall be the responsibility of the Personnel Department 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. In the event that the GLS area becomes serviced by a group medical practice plan (or individual practice association), the Medical Center will make arrangements to provide annually an option for such employees to enroll for health coverage through the carrier providing such coverage, subject to the availability and enrollment requirements of such optional plans.

ARTICLE 43. DENTAL PLAN

100% of treatment costs for Preventive, Diagnostic (except radiographs) and Emergency Palliative (Class 1) services and 90% of the balance of Class I benefits. 50% of treatment costs paid by Delta on Class II Benefits; with a \$1000 maximum per person contract year on Class I and II benefits. 50% of treatment costs paid by Delta on Class III (Orthodontic) benefits, with a \$1000 lifetime maximum.

Eligibility: Completion of probation period and regularly working thirty (30) hours or more per week.

ARTICLE 44. OPTICAL COVERAGE

Employees who have completed their probationary period of six (6) months employment and who are full-time or regularly scheduled to work thirty (30) hours or more per week shall be eligible employees for vision benefits. An eligible employee's coverage for vision benefits shall include dependents by IRS rules and regulations.

Benefits will be paid for the covered vision expenses as described in I and II below:

I. Vision Examinations:

(a) A medical eye examination performed by an ophthalmologist, including a determination as to the need for correction of visual acuity, including case history, testing visual acuity, external examination of the eye, binocular measure, ophthalmoscopic examination, tonometry when indicated, supary and findings, and may include medication

for dilating the pupils and desensitizing the eyes for tonometry, and such other examination technique as may be indicated by the professional judgment of one ophthalmologist.

(b) A vision testing examination performed by an optometrist, including a determination as to the need for correction of visual acuity, including case history, testing visual acuity, external examination of the eye, binocular measure, ophthalmoscopic examination and tonometry when indicated.

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

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

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

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

(c) frames adequate to hold lenses which are a Covered vision Expense; provided, however, that \$50.00 is the maximum amount that will be considered a Covered Vision Expense for a frame.

III. Frequency Limitations:

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

	Child	Adult
Examination	Once during any period of 12 consecutive months	Once during any period of 24 consecutive months
Lenses and Contact Lenses	Once during any period of 12 consecutive months	Once during any period of 24 consecutive months
Frames	Once during any period of 12 consecutive months	Once during any period of 24 consecutive months

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

IV. Exclusions:

- (a) Any lenses which do not require a prescription.
- (b) Sunglasses, whether or not requiring a prescription (tinted lenses with a tint other than Number 1 or Number 2, and photochromic lenses which do not have a maximum light transmittance value of at least 85.0, are considered to be sunglasses for the purposes of this exclusion).
- (c) Medical and surgical treatment of the eye.
- (d) Drugs or any other medication not administered for the purpose of any eye examination.
- (e) Procedures determined by the administrator, or its agent, to be special or unusual, such as, but not limited to, orthoptics, vision training, subnormal vision aids, aniseikonic lenses, and tonography.
- (f) Medical eye exams and vision testing exams of materials furnished for any condition, disease, ailment, or injury arising out of or in the course of employment.
- (g) Examinations performed and lenses and frames ordered:

1) Before the covered individual became eligible for this coverage;
2) After the termination of the covered individual's coverage;
3) To the extent that they are obtained without cost to the covered individual.

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

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

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

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

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

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

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

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

(o) Charges for the completion of any forms.

ARTICLE 45. LIFE INSURANCE

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

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

C. The Medical Center agrees that such life insurance coverage will be continued for an employee who is on a leave of absence for a period of six (6) months.

D. The insurer will make available to the employee the opportunity to secure additional life insurance in an amount up to an additional \$4,500.00 at the employee's own expense and will make payroll deduction for payment of these premiums upon the employee's authorization.

E. If the employee returns to duty at a later date, the insurance will be reinstated immediately.

ADDENDUM Article 42, 43, 45

Part-time employees be allowed to purchase health insurance with or without life insurance-or-health insurance and dental insurance with or without life insurance. Said benefits shall be purchased by the employee (i.e., premium expenses paid by the employee) at the current cost to the Medical Center. Employees must enroll within thirty (30) days of ratification by the Medical Center and union, and must remain as participants for the duration of the agreement. Payment shall be via payroll deduction. In the event there are not enough monies available to cover premium costs, the employee will have thirty (30) days to pay the required amount to the Medical Center. Should the required amount not be paid within the stipulated time period the benefit shall be cancelled.

ARTICLE 46. ON THE JOB INJURY AND COMPENSATION

A. Any employee who becomes injured because of the performance of their duties at the Medical Center, should report that injury immediately on the Medical Center Form.

If necessary the employee should report to the emergency room of the Medical Center for necessary first aid or referral to the Medical Center's attending trauma physician.

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

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

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

B. WORKER'S COMPENSATION PROCEDURE

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

(2) If an employee is severely enough injured or ill to require time off from his usual occupation, and it is impossible for the employee to perform any useful duty, the supervisor will be so informed in writing by the Medical Center physician. This decision is the responsibility of the Medical Center physician.

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

(4) It will be the determination of the department head, or the supervisor, as to availability of light duty and the employee assigned as administratively indicated.

(5) Employees who have been off duty because of injury, and have recovered sufficiently to be able to return either to full duty or light duty in the department, will be so certified at the time they reach this status physically.

(6) Employees who have been off duty on Worker's Compensation for ninety (90) days will be certified to the Medical Center Personnel Department and will have Worker's Compensation Department form 110 completed.

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

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

(9) Upon completion of the evaluation, either by the Medical Center physician, by consultants, and/or by the physical and/or mental rehabilitation services as indicated, the Employee Health Office will inform the Personnel Office of the proposal for action concerning the employee's physical and rehabilitation status. This should include his availability and capability of performing other duties not necessarily in the assigned department and in line with class specifications, but his capability of performing any duty with the Medical Center. If he is found able to perform some duty for the Medical Center, then he will be referred to the Personnel Office for possible placement in a position within his physical capabilities.

(10) If it appears unlikely that the employee will ever be able to return to a gainful occupation in any capacity with the Medical Center, the Medical Center

physician will certify this individual for possible consideration for a physical disability retirement. Normal procedures for disability retirement would then be referred to the City Finance Department.

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

ARTICLE 47. PROTECTIVE CLOTHING

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

B. A picture identification badge indicating the employee's name, classification, and department will be provided by the Medical Center and worn by all employees. All employees shall be issued an ID picture by the Public Safety Department as soon after employment as possible. Employees should carry the ID picture on their person at all times while on duty. Employees may be required to show their ID regularly or periodically when entering or leaving the Medical Center and when receiving their paychecks.

C. Employees will be required to pay a six dollar (\$6.00) replacement fee for lost identification cards. The Medical Center agrees to freeze such cost through December, 1983. Should there be any additional cost increase to the Medical Center for materials which are used to develop identification cards, the Medical Center will notify the bargaining unit and discuss such cost which it intends to pass along to the employees of this bargaining unit.

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

CIVIL SERVICE REGULATIONS AND SALARY PROVISIONS

ARTICLE 48. CIVIL SERVICE

All provisions of the Charter of the City of Flint relating to the Civil Service Commission, City of Flint, are made part of this contract, except as abridged by proper authority.

When an employee shall have been placed in a different pay level by reason of reclassification or reallocation of his position, said reclassification or reallocation shall be effective as of the date of change in classification or reallocation. It shall be the duty of the Civil Service Commission to forthwith notify the Director of the Medical Center of all such changes not later than the date of the approval as to personnel of the first payroll covering the pay period during which the new pay rate first becomes effective.

ARTICLE 49. CIVIL SERVICE EXAMINATION

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

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

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

ARTICLE 50. STEP ADVANCEMENT

A. Employees who are rehired within two (2) years after resignation shall be given all of such credit as their prior service indicates.

B. Credit towards step advancements in the Compensation Plan shall accrue only for continuous service. Continuous service as used in this Agreement shall mean employment uninterrupted by resignation or discharge, provided that employees shall not receive credit for step advancements for absences without pay for longer than two (2) calendar weeks, except as approved in Article 6B.

ARTICLE 51. SALARY AND WAGES

A. Salary and wages shall be paid in accordance with the compensation schedule attached hereto.

B. No employee shall receive compensation for time not expended in Medical Center employment except as provided herein. Deductions from the earnings of the employees shall be made on the basis of the hourly rate for time lost.

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

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

E. The pay days are alternating Fridays. When a recognized legal holiday falls on a regular pay day, the pay day will be one day earlier. The pay period covers the two weeks prior to the Monday preceding the pay day. Paychecks for all full-time and part-time employees who work on the afternoon shift will be made available on Thursday afternoon of pay day weeks. However, the preceding provision may not be possible if a legal holiday falls on another weekday immediately preceding a regular pay day. The Medical Center may change payroll periods to end on Saturday. Those adversely affected on the day of transition (first Sunday of change) may use any accumulated benefit day to ensure a full check. Additionally, the Medical Center may offer direct deposit of paycheck to those interested.

F. Notice of Changes - Employees should report any changes of home address or telephone number to the Personnel Office so that records may be corrected accordingly. Changes in the status of dependents on the Withholding Exemption Certificate should also be reported.

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

ARTICLE 52. AUTHORIZED PAYROLL DEDUCTIONS

Employees may authorize the following deductions in their paychecks: Blue Cross, Withholding Tax, Retirement Fund, Savings Bond, Contributions to United Fund, Payment of Union Dues, Credit Union, Medical Center Accounts and other deductions as applicable.

ARTICLE 53. LOST AND FOUND ARTICLES

All articles found on Medical Center premises shall be turned in to the Admitting Department. The Admitting Department shall maintain a card file on all articles turned in. The card shall be made out by Admitting Personnel and shall contain the following information: type of article, date and time found, name and signature of finder, where found, description of article, location of storage, signature of person in Admitting receiving article, and a signature line for the person claiming the article. Articles will be placed in one (1) or two (2) categories: Valuable and Non-Valuable. All clothing or other personal belongings left by patients shall be placed in a paper bag with a properly completed clothing sheet stapled thereto. The Public Relations Office shall check with Admitting each day, and shall take non-valuables to the Medical Center storeroom and shall take the valuables to the Cashier where these valuables shall be handled in accordance with the policies and procedures established for patient valuables.

ARTICLE 54. FOOD

Employees eating at the Medical Center, either their own lunch or food or other refreshment purchased at the Medical Center, are required to eat such food in the Medical Center Cafeteria. No other areas of the Medical Center shall be used as a place to eat any food or other refreshment unless specific exception has been allowed. Employees are not permitted to consume or take away food belonging to the Medical Center except that purchased in the Medical Center cafeteria.

ARTICLE 55. SUPPLEMENTAL AGREEMENTS

Supplements to this Agreement shall be approved or rejected within a period of fifteen (15) days following the conclusion of their negotiations.

ARTICLE 56. COPIES OF CONTRACTS

The Medical Center shall supply each employee with a copy of this agreement within sixty (60) days after the final signing of such by Local 2056 and Hurley Medical Center, when within the employer's control.

ARTICLE 57. SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such decision the parties agree to negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE 58. TERMINATION

This Agreement shall be effective as of the 1st day of July, 1994, and shall remain in full force and effect until the 30th day of June, 1996. It shall be automatically renewed by either party notifying the other in writing seventy (70) days prior to the anniversary date that it desires to modify this Agreement, at which time such modifications or changes shall be submitted. This will not preclude the inclusion of other items not submitted that

may arise during negotiations. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

ARTICLE 59. PARKING

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

ARTICLE 60. REFERENCE SHEET OF BENEFITS

This reference sheet is intended to aid employees in reviewing their benefits. It is not intended as an exhaustive list of applicable contract/language provisions.

A. Full-time employees receive the following benefits:

BENEFIT DAYS

o Article 22, Holidays

Six (6) Holidays

Based on needs of department, employees shall be scheduled to work:

- * Memorial Day or Fourth of July
- * Labor Day or Thanksgiving
- * Christmas Day or New Year's Day

o Article 23, Special Holidays

Three (3) Special Holidays

- * Martin Luther King Day
- * Christmas Eve
- * New Year's Eve

o Article 24, Personal Days

Five (5) Personal Days with a maximum accumulation of ten (10)

o Article 30, Vacation Days

- * Less than 5 years of service = 11 Days
- * 5 through 9 years of service = 16 Days
- * 10 years of service = 17 Days
- * 11 years of service = 18 Days
- * 12 years of service = 19 Days
- * 13 years of service = 20 Days
- * 14 years of service = 21 Days
- * 15 or more years of service = 22 Days

Maximum Accumulation: 2x the number of days accrued in a year

- o Article 32, Emergency & Bereavement
Three (3) days for death or critical illness of immediate family member. Not more than 2 days travel time.
One (1) day when required to accompany an immediate family member to a hospital emergency room.
See Article 32 for further criterion
- o Article 31(A), Sick Days
Seven (7) Sick Days - Granted July 1

INSURANCES

- o Article 31(B), Sick & Accident
- o Article 42, Hospitalization/Courtesy Discount
- o Article 43, Dental Plan
- o Article 44, Vision Coverage
- o Article 45, Life Insurance (\$15,000)

OTHER

- o Article 37, Educational Reimbursement
\$1,2000 every two years
- o Article 41, Retirement

B. Part-time employees working thirty (30) hours per week and greater, i.e., in a status of PT3, shall receive the following benefits:

BENEFIT DAYS

- o Article 22, Holidays
Based on needs of department, employees shall be scheduled to work:
 - * Christmas Day or New Year's Day
 - * Memorial Day or Fourth of July or Labor Day or Thanksgiving Day
 Paid time and one-half for hours worked
- o Article 31(A), Sick Days
Seven (7) - Granted July 1
- o Article 32, Emergency & Bereavement
Without pay

INSURANCES

- o Article 31(B), Sick & Accident
- o Article 42, Hospitalization/Courtesy Discount
- o Article 43, Dental Plan
- o Article 44, Vision Coverage
- o Article 45, Life Insurance (may be purchased per contract)

OTHER

- o Article 37, Educational Reimbursement
\$450 every two years
- o Article 41, Retirement

C. Part-time employees working less than thirty (30) hours per week, i.e., in a status of PT2, shall receive the following benefits:

BENEFIT DAYS

- o Article 22, Holidays

Based on needs of department, employees shall be scheduled to work:

- * Christmas Day or New Year's Day
- * Memorial Day or Fourth of July or Labor Day or Thanksgiving Day

Paid time and one-half for hours worked

- o Article 32, Emergency & Bereavement

Without pay

INSURANCES

- o Article 42, Courtesy Discount
- o Article 42, Hospitalization (may be purchased per contract)
- o Article 43, Dental Plan (may be purchased per contract)
- o Article 44, Vision Coverage (may be purchased per contract)
- o Article 45, Life Insurance (may be purchased per contract)

OTHER

- o Article 41, Retirement, if applicable

**AGREEMENT
DISABILITY INSURANCE**

In the matter of the disability insurance for Local 2056, it is agreed between Hurley Medical Center and Local 2056, AFSCME, that:

1. The present sick/accident disability insurance coverage shall be extended for an additional year, coverage to expire June 30, 1987. The program will remain at its current benefit level. The additional premium expense over and above the original policy cost shall be deducted from the total current settlement package.

The Medical Center retains the right to terminate the agreement on sick/accident insurance for just cause. Just cause may include, but not be limited to; improper or late processing of claims, abuse by employees, failure on the insurance company's part to pay claims properly, inflation of premiums by the company, etc. If such cancellation occurs then the personal days and the sick leave formula shall revert back to the previous such contract provisions after adjustments have been made for the premium cost to date, these adjustments to reflect credit for amounts previously deducted for premium increases.

2. The maternity portion of the disability insurance will not be provided on a purchased policy basis, but instead will be provided upon a self-funding basis. The initial charge for the benefit will be 2¢ per straight time hour, also to be deducted from the final current settlement package. If a sick and accident disability program remains in effect past the June 30, 1987 date, and the maternity portion is continued on a self-funding basis, the Medical Center's actual experience regarding Local 2056 maternity disability will be studied annually so that any change in the proper funding amount can be deducted from the subsequent annual wage increase.

The maternity benefit will consist of 60% of the employee's gross weekly straight time earnings, a uniform 14 day elimination period, and a normal benefit period of six (6) weeks. The benefit period may be extended in those cases where it is determined as medically necessary by the employee's physician. However, employees on sick and accident leave under the maternity provisions, are also subject to the mandatory six (6) week examination and any other examination the Medical Center or the insurance company deems appropriate.

If at any time, the annual appropriation level for self-funding of the maternity benefits exceeds twice the amount of either the previous or current full years' pay out of maternity benefit, the parties agree to meet to discuss the handling of all accumulated funds over that specified level. The discussion topics will be limited to the possibilities of a temporary freeze on the contribution to the fund, a reduction in the contribution rate or maintaining the contribution rate and diverting monies from the fund to pay for improvements in the program or other fringe benefit items.

RETIREMENT AGREEMENT

10-16-79

ADDENDUM TO ARTICLE 41

1. Effective on the implementation date of the first 7/1/79 settlements the employee contribution rate will be reduced to 7.5%. All people with 170 accumulated sick days as of 10-16-79, shall be allowed to use all accumulated dates for the calculation of their F.A.C. under the current formula. Upon retirement all employees with less than 170 accumulated sick days, will be paid for all accumulated days upon retirement at their last effective rate of pay.

The retirement benefit level will be: "Voluntary retirement after 25 years of service or at age 55 with 10 years of service. The factor will be a 2.0% multiplier for the first 25 years of service, and 1% for each year of service thereafter."

Bargaining units which wish to take advantage of this option must do so by 7-1-80, or the matter becomes subject to negotiations with the individual bargaining unit.

2. If there is an increase of 1.0% in the Blue Cross Pension limitation effective on the hospital by 7/1/80, the employee contribution rate will be reduced to 7.0% on 7/1/80; and will be further reduced to 6.5% on 1/1/81.

If there is an increase of more than 1.0% in the Blue Cross pension limitation effective on the hospital by 7/1/80, the employee contribution rate will be reduced to 6.75%; and will be further reduced to 6.25% on 1/1/81.

3. If there is no Blue Cross pension reimbursement increase, the employee contribution will be reduced on the basis of the following schedule:

7/1/80 - 7.0%

7/1/81 - 6.5%

4. The bargaining units will be charged for the pension modifications on the following basis:

1. If the bargaining unit's contribution rate would be reduced by an amount greater than the increase in Hurley Medical Center's contribution rate to the retirement system, the unit will be charged against their settlement the increase in Hurley Medical Center's cost.

2. If the unit's contribution rate is reduced less than the hospital's increase in the contribution rate, the unit will be charged the lesser amount.
3. If the unit has an increase in its contribution, there will be no deduction from unit's settlement.
5. The parties agree that there will be no further negotiations regarding retirement modifications for a period of five (5) years, 6/30/84.

**SETTLEMENT AGREEMENT
DENTAL/VISION COVERAGE FOR RETIREES
OCTOBER 21, 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 & 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.

This agreement entered into on October 21, 1991 is effective July 1, 1991.

**LETTER OF UNDERSTANDING
SENIORITY**

Addendum for number 3 of the settlement agreement dated October 21, 1991:

3. Article 6(B) Seniority

P.T. employees who came into Local 2056 from exempt status or other bargaining units between 7-1-91 and ratification date (10-21-91) will fall under the conditions of the contract dated 7-1-89 through 6-30-91 in regard to their seniority. However, if or when they become F.T. employees, their seniority conditions will change as stated in 3 of the tentative agreement (new contract, dated 7-1-91 through 6-30-92).

F.T. employees who come into Local 2056 from exempt status or other bargaining units between 7-1-91 and ratification date (10-21-91) will carry their seniority under the conditions of the contract dated 7-1-89 through 6-30-91 for the duration of them being a member in Local 2056.

Any employee (P.T. or F.T.) coming into Local 2056 from exempt status or other bargaining units after the ratification date will fall under the conditions of number 3 of the tentative agreement.

**SETTLEMENT AGREEMENT
ARBITRATION PANEL**

Article 14(A) (Step 4) (a), - The parties agree to meet as soon as reasonably possible, but no later than sixty (60) days after ratification of the contract to select an ad-hoc panel of arbitrators. This panel shall contain no more than five (5) members who will be selected via mutual agreement by the Medical Center and the 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
WEEKEND SCHEDULE**

The weekend schedule (i.e., Friday and Saturday or Saturday and Sunday) for third shift employees shall be mutually agreed to by the appropriate departmental manager and the employees assigned to work the third shift. Once a decision has been made, the employee shall remain on said schedule for a minimum of six (6) months unless otherwise agreed upon by the above mentioned parties. Absent this mutual agreement, which shall be by majority vote, the departmental manager shall retain the right to establish the weekend schedule. Each subsequent vote shall be coordinated to occur during the bump period.

SETTLEMENT AGREEMENT
JULY 1, 1983

1. Hospitalization insurance for employees retiring after December 31, 1984, 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 re-employed 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 \$150 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 \$100 per month. The retiree will be responsible for the difference between Hurley Medical Center's payment and the premium charge, if any.
2. General wage increase at each step of the pay scale, effective the first full pay following:

7/1/83	-	5%
7/1/85	-	4%
3. Life Insurance increased from \$10,000 to \$15,000, per employee, as soon as made available by the carrier.
4. Employees allowed to buy back military and other governmental services.
5. Language modifications as tentatively agreed to.

6. Contract expiration date: 6/30/85

LOCAL 2056

/s/ Eugene S. Guido
/s/ Sam Blevins
/s/ Darcey Moore
/s/ Ron Prior
/s/ Dave Copeland

HURLEY MEDICAL CENTER

/s/ Booker Brown
/s/ Charley McClendon

Dated: 7/1/83

**SETTLEMENT AGREEMENT
OCTOBER 16, 1987**

1. Wages: Effective 7/1/87 - A general wage increase of 3.0%
2. Educational Reimbursement increased 7/1/87: \$1200 within two (2) years for full-time employees; and \$450 within two (2) years for part-time employees.
3. Part-time employees shall be allowed to purchase the following benefits:
 1. Hospitalization
 2. Hospitalization and Dental

Both options may include the purchase of Life Insurance
4. Article 31 - Sick Leave - Eliminate Sick Day Pay-off
5. All other previously tentatively agreed to items and language modifications.
6. One Year Contract (expires 6/30/88)

LOCAL 2056

/s/ David Copeland

/s/ Sam Blevins

/s/ Pam Cantrell

HURLEY MEDICAL CENTER

/s/ Charley McClendon

**SETTLEMENT AGREEMENT
AUGUST 12, 1988**

1. Effective 7/1/88 Two percent (2%) increase to the existing wage schedule.
2. In exchange for optical insurance program as described in the 1603 agreement (\$30.00 for frames) - a \$0.50 per hour reduction in the starting rate at each level of the new 7/1/88 compensation scale, effective 9/1/88.
3. Article 32, Emergency and Bereavement Leave - Revised proposal reflecting language changes only.
4. All other previously TA'd items.
5. One year contract, expiration date 6/30/89.
6. The parties acknowledge and understand that the aforementioned items represent total and complete settlement of all items raised in these negotiations.

LOCAL 2056, AFSCME

/s/ Glenn E. Marshall

/s/ Sam W. Blevins III

/s/ Ronda J. Seiler

/s/ Pam Cantrell

HURLEY MEDICAL CENTER

/s/ Rick Carter

/s/ Lisa E. Foster

/s/ Charley McClendon

**SETTLEMENT AGREEMENT
NOVEMBER 28, 1989**

1. Contract Length: July 1, 1989 to June 30, 1991
2. Wages:

Effective July 1, 1989 - 3.00% at every step of the Wage Scale
Effective July 1, 1990 - 3.00% at every step of the Wage Scale
3. For the purpose of computing overtime for full-time employees, approved paid absences (i.e., holidays, sick leave days, personal days, vacations and paid emergency leaves) 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 per Article 20.
4. All previously tentatively agreed upon items.

LOCAL 2056

/s/ Pam Cantrell

/s/ Sam W. Blevins

/s/ Ronda Seiler

/s/ Deborah Scharrer

HURLEY MEDICAL CENTER

/s/ Charley McClendon

/s/ Rick Carter

/s/ Lisa E. Foster

SETTLEMENT AGREEMENT
OCTOBER 21, 1991

1. Two year contract expiring June 30, 1993.

2. Across the board wage increases:

July 1, 1991 4.1 %
July 1, 1992 4.5 %

3. Article 6(B), Seniority - Seniority shall be regarded as "frozen" for employees who have received promotions or transfers out of the bargaining unit and subsequently return to a bargaining unit classification after forty-five (45) days in the non-bargaining unit classification. If the employee returns to a bargaining unit classification, their hospital-wide seniority will only be used for layoff and retirement purposes as specifically outlined/ provided within each section of the agreement. Employees with no prior bargaining unit seniority shall upon being credited with their total hospital seniority use total seniority for retirement and layoff purposes only.

4. Article 14(A) (Step 5), Grievance Procedure - (New Language) - The parties agree that they will meet and attempt to resolve any grievance that has been processed to arbitration or civil service pursuant to a request from either party. Such request must be made in writing within ten (10) days of the notice of intent to arbitrate or appeal before the Flint Civil Service Commission. This meeting will be attended by the Director of Labor Relations or his/her designee, the appropriate administrator and/or department director, and by the local's representative. The grievant may attend such meeting without loss of pay. Additionally, the meeting will be held within twenty-one (21) calendar days of the request to meet.

5. Article 14(A) Step 4)(a), Letter of Understanding - The parties agree to meet as soon as reasonably possible, but no later than sixty (60) days after ratification of the contract to select an ad-hoc panel of arbitrators. This panel shall contain no more than five (5) members who will be selected via mutual agreement by the Medical Center and the 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.

6. Retirees to be given the right to purchase dental/vision coverage as HMC RN's agreement, Effective 7-1-91.

7. Article 20(B), Work Schedule - Change sentence three to read "employees regularly scheduled days off shall not be changed, once the schedule has been posted, for the purpose of avoiding the payment of overtime, provided however...overtime. All departments schedules shall be posted at least one week in advance and will not normally be less than a two (2) week posted schedule. The Medical Center shall, prior to making adjustments in the manner it posts schedules within the various departments, advise the union of the anticipated adjustment. This is not intended to limit management's rights to assign and direct its work force.
8. Blue Cross for retirees increased to \$250 and \$150, respectively. (For employees retiring 7-1-91 and thereafter).
9. Article 39(A) (3), Medical Service - If mutually agreeable language can be developed.
10. Article 42, Hospitalization and Insurance Coverage - For new employees hired on or after September 1, 1991:

New employees hired on or after September 1, 1991 who select Blue Cross as their health insurance shall receive the Blue Cross PPO (Preferred Provider Organization) instead of the traditional Blue Cross plan.
11. Article 31(B) (Paragraph 2), Sick & Accident - Increase sick and accident weekly maximum to \$350.
12. Temporary Employees - Exclude from retirement system, effective July 1, 1991.
13. Article 51(E), Salary and Wages - Change language to reflect the Medical Center may change payroll periods to end on Saturday. Those adversely affected on the day of transition (first Sunday of change) may use any accumulated benefit day to ensure a full check. Additionally, the Medical Center may offer direct deposit of paycheck to those interested.
14. Letter of Understanding - The weekend schedule (i.e., Friday and Saturday or Saturday and Sunday) for third shift employees shall be mutually agreed to by the appropriate departmental manager and the employees assigned to work the third shift. Once a decision has been made, the employee shall remain on said schedule for a minimum of six (6) months unless otherwise agreed upon by the above mentioned parties. Absent this mutual agreement, which shall be by majority vote, the

departmental manager shall retain the right to establish the weekend schedule. Each subsequent vote shall be coordinated to occur during the bump period.

15. Letter of Understanding - Re: President's release - see attachment.
16. Continue Letter of Understanding regarding Radiology Department Classifications dated November 7, 1989.
17. All previously TA'd items.

LOCAL 2056, AFSCME

/s/ Pamela K. Cantrell

/s/ Daniel Hall

/s/ Debbie Scharrer

HURLEY MEDICAL CENTER

/s/ Charley McClendon

/s/ Sam W. Blevins

/s/ Lisa E. Foster

**SETTLEMENT AGREEMENT
OCTOBER 11, 1993**

1. One (1) year contract effective July 1, 1993 to June 30, 1994.
2. Wages: Effective 7/2/93, 2.5% across-the-board increase.
3. Hospitalization - Effective 2/1/94, employees will have the following choices:
 - A. BC/BS PPO - No premium copay
 - B. BC/BS Traditional - Premium Copay - maximums =
Single - \$17.66 Couple - \$39.35 Family - \$41.24
 - C. Health Plus - Premium Copay - maximums =
Single - 0 Couple - \$30.02 Family - \$47.92
 - D. Blue Cross Care Network - Premium Copay - maximums =
Single - \$1.51 Couple - \$31.84 Family - \$11.14

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

4. Article 6(B), Seniority - Bargaining Unit's proposal of 6/4/93 effective 7/1/93.
5. Article 6(D)(2), Seniority - Change first sentence to: Layoffs, reductions in status and demotions due to lack of work or funds shall be by classification and department and shall occur (be made) in reverse order of total accrued seniority. Names of...Center.
6. Article 6(D)(4), Seniority - As previously agreed upon, however, delete title "Department of Radiology Services."
7. Article 4, Union Security (Agency Shop) - See attachment.
8. Article 25, Shift Preference Statement - Add following language: Employees may bump according to their employment status only.

9. Article 27, Transfers, Vacancies, and New Positions - Paragraph 2 of Article 6(B); i.e., language regarding "frozen seniority" etc. (page 7) included in appropriate area of Article 27, for clarification.
10. Article 31(A), Sick Leave - Employees will be allowed the option of using one (1) sick day when on sick/accident leave, per week, and such payment will be made on regular pay days which occur during the period the employee is drawing sick and accident benefits. To utilize this option, the employee must submit a leave form according to normal procedures.
11. Part-Time Benefits - Add to appropriate section of agreement.
12. Mammography Technologist Reclassification - The Medical Center agrees to expedite the review for reclassification of the above mentioned classification. Specifically, the review process will begin upon the Employment Office staff's receipt of the required information and be completed (Hurley's recommendation) sixty (60) days from that date. If the ultimate result of the study is a new classification, said classification shall be included in the "level 21" language.
13. Article 1(A), Recognition, New Third Paragraph - Newly created and/or reclassified positions which require certification/specialization in excess of that required of the Registered Diagnostic Technologist classification shall be considered for inclusion in the "level 21" language and shall be discussed/mutually agreed upon during a special conference held between the parties.
14. Twelve Hour Shifts - Employees mandated to take time off due to a decrease in patient care needs/assignments shall not lose but retain the bonus eight (8) hours of pay regardless of the use or non-use of benefit time, which shall be the employee's option. This does not apply to layoff.
15. BC/BS Emergency Rider - Same as purchased by other HMC groups.
16. Vision - Increase amount provided for frames from \$30.00 to \$50.00.
17. Extend all previous contractual letters of understanding.

18. Article 6(C), Seniority - Update listing of departments.

19. All other previously agreed upon items.

LOCAL 2056, AFSCME

/s/ Lorraine Grinnell, Council 25

/s/ Pam Cantrell

/s/ Deborah Scharrer

/s/ Daniel L. Hall

HURLEY MEDICAL CENTER

/s/ Charley McClendon

/s/ Tyree Walker

/s/ Lisa E. Foster

/s/ Sam W. Blevins

SETTLEMENT AGREEMENT
SEPTEMBER 7, 1994

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

July 1, 1994	2.70%
January 1, 1995	2.0%
July 1, 1995	2.0%
3. Article 6 - See Attached:
4. Effective January 1, 1995, and subject to final approval by the Federal Government, employee pension contributions will be paid in pre-tax dollars.
5. Hospitalization for future retirees increased from \$250/\$150 to \$275/\$150, effective July 1, 1994.
6. The Medical Center will pursue the necessary approvals (IRS Section 125) to offer to buy back Healthcare Insurance (effective January 1, 1996) 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 be eligible for the hospital discount program. Changes in healthcare coverage (such as re-enrollments) will be allowed based on changes in family status (such as marriage, death, birth, divorce, etc) per IRS Section 125 regulations.
7. Sick and Accident: Increase weekly maximum from \$350 to \$400, effective November 1, 1994.
8. Article 39 - Medical Service: Revised per attachment.
9. In an effort to ensure fairness for all bargaining unit members, a special conference will be scheduled whenever an employee request accommodation on a disability under the Americans With Disabilities Act. If an agreement on accommodation can be reached, it will be reduced to writing and signed by management, the union and the employee. If an accommodation can not be worked out and the employee believes him or herself to be aggrieved, the matter may be handled through the established grievance procedure.
10. Dental - Increase lifetime and annual maximums to \$1000 for Class I, II, III benefits respectively; effective August 1, 1994.
11. Article 27 - Transfers, Vacancies, New Positions - see attached.
12. All previously signed TA's.

13. All language/benefit changes shall be incorporated into the body of the agreement.

AFSCME LOCAL 2056

HURLEY MEDICAL CENTER

s/s Pam Cantrell

s/s Charley J. McClendon

s/s Daniel Hall

s/s Sam W. Blevins

s/s Deborah Scharrer
