

**AGREEMENT**

*between*

**ST. MARY HOSPITAL**

*and the*

**INTERNATIONAL UNION  
OF  
OPERATING ENGINEERS  
LOCAL 547 - A, B, C, E, H - AFL-CIO**

*St. Mary Hospital*



**APRIL 1, 1995 - MARCH 31, 1999**



**AGREEMENT**  
**BETWEEN**  
**ST. MARY HOSPITAL**  
**AND**  
**INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS**  
**LOCAL #547, AFL-CIO**

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THIS AGREEMENT, made and entered into as of April 1, 1995, between ST. MARY HOSPITAL, a non-profit Michigan Corporation, located at 36475 W. Five Mile Road, Livonia, Michigan, hereinafter referred to as "Hospital or Employer," and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL # 547, A, B, C, AND H, AFL-CIO, hereinafter referred to as the "Union."

### PREAMBLE

It is the purpose of this Agreement to reduce to writing the understanding of the parties regarding wages, hours and working conditions of employees of the Hospital who are covered by this Agreement. The parties agree that the total welfare of the patients of the Hospital is of paramount importance. Both parties pledge to devote their best efforts to serving the patients of the Hospital. All employees of the Hospital shall be of fit character and shall conduct themselves in a proper manner.

The Hospital recognizes that its employees covered by this Agreement are entitled to and should receive wages, hours and working conditions as are consistent with efficient and economical administration of the Hospital and the rendering of optimum services to patients.

### ARTICLE I

#### UNION RECOGNITION

##### Union Recognition

- (a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours, employment and other terms and conditions of employment.
- (b) The term "employee" as used herein shall include all persons performing work in the following classifications of the Employer:
  - Stationary Engineer
  - Cabinet Maker
  - Maintenance Mechanic
  - Biomedical Electronic Technician
  - Biomedical Electronic Technician Leader
  - Maintenance Mechanic Helper
- (c) Job Changes. Whenever a substantial change is made to a job involving responsibilities, special demands, physical demands, working environment, education, experience, and job knowledge involving job classifications under this contract, the Employer will within thirty (30) days, notify the Union and negotiate the rate.

- (d) Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency or minor repairs of a nontechnical or nonskilled nature.

## ARTICLE II

### UNION SECURITY

- (a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within thirty (30) calendar days of the effective date of the Agreement or within ninety (90) calendar days of the date of hire by the Employer, whichever is later, become members of the Union as a condition of employment.
- (b) As an alternative to the provisions of Section A, an employee with established religious convictions against joining or financially assisting unions shall contribute a sum equal to initiation fees and regular monthly dues to one of these non-religious charitable funds. The three non-religious charitable funds shall be the United Foundation, the Cancer Fund or the Muscular Dystrophy Fund. The Employer shall verify to the Union each six months that said fees have been paid.
- (c) An employee who shall tender or authorize the deduction of initiation fees and membership dues uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues.
- (d) Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice of such default delivered to the Employer by the Union.
- (e) If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.
- (f) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
- (g) The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and Social Security number of the new employee.
- (h) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fees.

### ARTICLE III

#### CHECK-OFF OF UNION DUES

The Employer shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of initiation fee or Union dues. Such dues, accompanied by a list of employees (including the Social Security number) from whom they have been deducted and the amount deducted from each and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth of the month following the month in which such deductions were made.

Such monies as and when deducted, shall be kept separate from the Employer's general funds, and shall be deemed trust funds.

Such fees will be authorized, levied and certified in accordance with the constitution and By-laws of the International and the Local #547, IUOE. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues, together with a copy of such authorization from Local #547 of the International Union of Operating Engineers, AFL-CIO.

### ARTICLE IV

#### UNION REPRESENTATION

##### STEWARDS

- (a) Employees may be represented by one Chief Steward and designated assistant steward, whose identity shall be made known to the Employer.
- (b) The steward, during his working hours, without loss of time or pay, may investigate and present grievances to the Employer after arrangements have been made with their supervisors. Such arrangements shall not be unreasonably withheld. This privilege shall not be abused.
- (c) Any new employee shall be introduced to the Chief Steward before starting to work and will be added to the steward's record, or the steward shall be supplied the following information within the employee's first week of employment: name, address, Social Security number, classification, job location and shift assignment.

The stewards, during their working hours without loss of time or pay, may attend meetings or negotiations held on Hospital premises.

- (d) The Business Manager of Local 547, or his designee, may enter the Hospital for proper Union business provided he/she has secured permission from the Hospital President or her designee. In requesting such permission, the Union representative shall designate the Union business under consideration. The Hospital will grant permission to visit the Hospital for the above limited purpose at a mutually agreeable time and date provided that such discussion shall not interfere with or disrupt the employee's work. This privilege will not be abused.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### Section 1.

- (a) All grievances, disputes, or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided.
- (b) Every effort shall be made to adjust controversies and disagreements in an amicable manner.
- (c) If any grievance cannot be settled amicably, it may be submitted by either party to the Agreement to arbitration as hereinafter provided.

#### Section 2. Grievances shall be processed as follows:

- (a) **STEP ONE.** If an employee or the union has a grievance, it shall be presented orally to the supervisor within five (5) scheduled working days of the occurrence of the condition giving rise to the grievance. The employee may request that his steward be present. If it is not settled orally, the steward shall reduce it to writing, stating the grievance and it shall be submitted to the Supervisor within five (5) working days from the date of the oral presentation. The Supervisor shall give his decision in writing within five (5) working days.
- (b) **STEP TWO.**
1. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Hospital President or designee within five (5) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.
  2. The Hospital President or designee shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.
  3. The Hospital President or designee shall then give her decision in writing to the Business Representative of the Union within five (5) working days of the meeting. If the grievance is not appealed within two (2) calendar weeks of the President's decision, said decision shall be considered as settlement of the grievance.

- (c) STEP THREE. If the grievance is appealed within the two (2) calendar weeks provided in Step Two, it shall be submitted to arbitration.

### Section 3. Arbitration

- (a) Arbitration shall be conducted by a person acceptable to the Employer and the Union. If the parties cannot agree upon the selection of an arbitrator within twenty (20) days after notice of intent to arbitrate is given by either party, the appellant may request the names of five arbitrators from the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service. The appellee shall strike one of the five names from the list and, alternately each party shall strike additional names until only one name remains. The remaining person shall act as arbitrator.
- (b) The arbitrator shall have authority only to settle disputes arising under the agreement concerning the interpretation and application of the Agreement to the facts of the particular dispute involved. The arbitrator shall have no power to add to, subtract from, or modify the Agreement.
- (c) Either party may call any person, including employees, as a witness and shall be responsible for the expenses of the witnesses it calls.
- (d) The arbitrator's decision shall be final and binding upon all employees, the Employer and the Union.
- (e) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union.

## ARTICLE VI

### SENIORITY

- (a) A newly hired employee or an employee upon entry into the bargaining unit, shall be on a probationary status for ninety (90) calendar days taken from and including the first day of employment. A probationary employee may be dismissed for any reason prior to the completion of the ninety (90) day calendar day probationary period without appeal by the union. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.
- (b) Upon satisfactory completion of the probationary period, the employee's seniority shall begin to accrue as of his last date of hire.
- (c) Seniority in classification shall be as of date of entry into the classification, except for a probationary employee, in which case it shall be the date of completion as provided in (a) above. Seniority will be pro-rated for part-time employees, based on hours worked per week. This will apply to all time worked as a part-time employee.

- (d) Employees shall be laid off, recalled or demoted according to their seniority in their classification. An employee on scheduled lay off shall have the right to displace a lesser seniority employee who is in a lower classification; provided, the senior employee is qualified to hold the position held by the least seniority employee.
- (e) An employee will lose his seniority for the following reasons:
  - 1. He resigns from a classification covered by this Agreement.
  - 2. He is discharged for cause and not reinstated through the Grievance Procedure.
  - 3. Upon normal retirement.
- (f) Shift Preference:
  - 1. The Employer agrees that senior employees will be given consideration in assignment of shifts. It is also recognized that for the ultimate job security of all employees, the exercise of preference for shifts should not impair the efficient operation of the plant and therefore seniority alone cannot be the sole determining factor in the assignment of shifts. Notice of all vacancies shall be posted on the plant bulletin board for seven (7) calendar days and the employees shall make written application to fill the vacancy within the posting period.

Notice of the vacancy shall contain the following information.

- (a) Starting Date
- (b) Shift Hours

The Employer will honor such individual preference by the application of the employee's seniority within the classification. If an employee's request cannot be honored, the Employer will provide the employee and the Union, in writing, the reasons for their refusal and the employee shall have the right to grieve. Acceptance of a shift shall be permanent until a new vacancy occurs.

## ARTICLE VII

### HOURS AND WORK WEEK

#### Section I.

- (a) The regularly scheduled work period shall consist of eighty (80) hours beginning at 11:30 p.m., Saturday and ending 14 days thereafter. The shift beginning at 11:30 p.m., Saturday, shall be considered as the first shift for the pay period. The standard workweek and workday are subject to change by the Hospital upon notification by letter which shall be sent to the Union and posted on the Union bulletin board. However, the intended purpose of the change would not be to avoid payment of overtime or to reduce scheduled hours of work.
- (b) The normal workday shall be eight (8) consecutive working hours, excluding lunch period, in any twenty-four (24) hour period.

- (c) Employees who are required to remain on duty alone and are to remain available to perform necessary services during their meal break shall leave their assigned work areas one-half (1/2) hour before the end of their shift, provided their replacement on the next shift reports to their assigned work area for duty.

Section 2. Overtime rates will be paid as follows:

- (a) Time and one-half (1 1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four hour period, all time worked in excess of eighty (80) hours in one work period, and for all hours worked on a scheduled day off for which overtime has not already been earned.
- (b) All time paid under this contract for sick leave, holidays, vacation, jury duty, funeral leave, and time lost due to a job connected injury shall be counted as time worked for the purpose of computing overtime. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked except for work performed on a holiday.
- (c) No employee will be required to take time off from their normal work schedule during the workweek in place of receiving any overtime compensation for any hours worked in excess of eight (8) hours in a twenty-four hour period or for any hours worked in excess of eighty (80) hours in one work period.
- (d) The Employer agrees to post the monthly work schedule one week prior to the start of the work schedule. Once posted, schedules shall not be changed except for emergency reasons or approved vacation times. Refer to Letter of Understanding A.
- (e) The midnight shift shall be scheduled as the first shift for the date the majority of the midnight shift hours are worked.

Section 3. Paid Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked and one (1) fifteen (15) minute rest period during the second four (4) hours worked. No pay will be made in lieu of rest periods.

Section 4. Call Back

Whenever an employee is called back to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1 1/2) his regular rate or a minimum of four-(4) hours pay at his straight time hourly rate, whichever is greater.

Section 5. Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within the Hospital according to seniority and among those employees who regularly perform such work, provided they are qualified to perform such work. A record of overtime worked or refused shall be maintained up-to-date and posted.

Section 6. Shift Differential

- (a) Employees who are regularly scheduled on the afternoon, midnight or relief shift and who work one half (1/2) or more of their scheduled work hours on that shift, will receive a shift differential of six percent (6%) per hour for all hours worked. Shift premium shall be included in the base rate in the computation of overtime.
- (b) Weekend Differential.  
Employees who work on weekends (Saturday/Sunday) will be eligible to receive a twenty-five (\$.25) per hour differential.

ARTICLE VIII

WAGES

Section 1.

Attached hereto as Schedule A is a schedule of job classifications covered by this Agreement and the rates for such job classifications during the period covered by the Agreement. The rates for such job classifications for each year of this Agreement are set forth in the appropriate columns in Schedule A.

Section 2.

Forfeiture of paid time will be the result for tardiness as follows for each scheduled day:

Example:	TARDY	FORFEITURE (1/10 of an hour increments)
	13-18 minutes	.3
	19-24 minutes	.4
	25-30 minutes	.5
	31-36 minutes	.6
	37-42 minutes	.7
	43-48 minutes	.8
	49-54 minutes	.9
	55-60 minutes	1.00

An employee who repeatedly shows a pattern of tardiness will be subjected to disciplinary action.

ARTICLE IX

HOLIDAYS

- (a) Upon completion of the 90 day probationary period new full-time employees will be eligible for the following holiday benefits. The Employer will pay eight (8) hours pay for the following holidays, even though no work is performed by the employee:

New Year's Day

Memorial Day

Christmas Day

Anniversary Day

July Fourth

Labor Day

Thanksgiving Day

Christmas Eve Day

Good Friday

- The employee's anniversary day is to be taken within the two-week pay period of the anniversary date of hire.
- (b) Employees, including probationary employees, required to work on any of the above named holidays shall receive one and one-half (1 1/2) time for hours worked in addition to the regular holiday pay.
- (c) If an employee is on vacation on any of the above named holidays he shall be entitled to an additional day off with pay for the holiday. An employee on paid sick leave on any of the above named holidays shall not have that day deducted from his accumulative sick leave.
- (d) When the scheduled holiday falls on a Saturday, it will be observed on a Friday. A holiday falling on a Sunday will be observed on Monday.
- (e) Employees off sick on the holiday, the day before or after the holiday shall be required to submit medical proof of illness to receive holiday pay.
- (f) No employee shall be laid off during a pay period in which a holiday occurs.
- (g) When the Employer elects to schedule some employees off on a holiday, preference of working will be given to senior employees within classification, provided they are normally scheduled

If all the employees within a classification on the shift prefer not to work on a holiday, management will ask for volunteers in the classification in seniority order from other shifts who are regularly scheduled to work that day of the week. No employee will be allowed to work more than one shift on the holiday unless requested to do so for emergency staffing reasons. Overtime will not result if the volunteer employee works his/her regular eight (8) hour shift the following day. The twenty-four hour rule for determining overtime pay will not apply for volunteered holiday work, and will not apply to the work day prior to or after the volunteered holiday work.

- (h) If an employee shows a pattern of absence during the Holiday pay period, the Hospital reserves the right to request medical proof of illness. A twelve month period will be the time frame for determining whether a pattern of absenteeism is occurring.

## ARTICLE X

### VACATIONS

- (a) An employee who has been in the continuous employ of the Hospital for one (1) year or more on the anniversary date of his employment shall receive a vacation with pay as follows:
- 1 week after 6 months of service (Earned after 1040 paid/worked hours.)
  - 2 weeks after 1 year of service.
  - 3 weeks upon completion of 5 years of service.
  - 4 weeks upon completion of 10 years of service.
- Employees shall be paid vacations based on the average weekly hours worked during the previous calendar year at straight time rate.
- (b) To be eligible for a full vacation, an employee must have worked or been paid for 2080 hours. Vacation time is computed on hours paid/worked. Excused/approved personal days shall be counted as time worked for the purpose of accruing 2080 hours.
- (c) After completion of the first year of employment, employees failing to qualify for full vacation, terminating employment, or on an unpaid medical leave of absence (subject to Sickness and Accident policy provisions) shall receive pro-rata vacation allowance based upon days earned for hours worked between his anniversary date and his termination date, provided a two (2) week notice is given.
- (d) Vacation may be taken consecutively with scheduled off days provided there is adequate coverage and no additional overtime is generated.
- (e) Accrued vacation will be taken within twenty-four (24) months of the date the time is accrued.
- (f) The scheduling of vacations will be dependent upon the operational and staffing needs of the department and at the discretion of the department head.
- (l) In order to request vacation time, the employee must complete the Hospital prescribed vacation form and submit it to the Department Head/Supervisor by March 15th. If your vacation request is received after that date, (March 15th) your vacation preference will not be based on seniority.

- (2) In the event that two or more employees within the same job classification request the same time for vacation, the requests will be honored based on bargaining unit seniority. It is understood, however, that in the event two or more employees within the same job classification request the same time for vacation such time may be granted if approved by the Department Head/Supervisor.
- (3) Changes or additions to the approved vacation schedule may be made provided they are approved by the Department Head/Supervisor and do not conflict with previously approved scheduled vacations.
- (g) Full-time employees with ten (10) or more years of continuous service, who have worked at least five (5) of those years in continuous full-time service, and who are eligible for four (4) weeks vacation time may request one week's vacation pay in lieu of time off. Prior to making such a request they must take three (3) weeks vacation time off.

## ARTICLE XI

### PAID SICK LEAVE

- (a) Each employee covered by this Agreement will be entitled to sick leave accumulated in an individual single sick leave bank at the rate of one (1) day per month, to a maximum of thirty-six (36) days. Except that all current bargaining unit members who have accrued between thirty-six (36) and sixty (60) days will have their maximum bank established as of December 31, 1979. Upon accumulation of the maximum amount the Employer shall pay the employee for any unused sick days during the designated pay period in December of each year.
- (b) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, injury or for medical examination or treatment.
- (c) Upon separation or retirement from the Employer, the employee shall be paid for all of the unused accumulated sick leave days, provided that at least two weeks notice has been given to the Hospital. Exceptions will be made only in cases of medical problems or emergencies.
- (d) Records of sick leave accumulated and taken shall be furnished to the employees on or about December 1st of each year.
- (e) When a holiday occurs during an employee's leave of absence it shall be observed as an unpaid holiday.

- (f) Full-time employees who have completed the ninety (90) day probationary period will be allowed up to five (5) personal leave days per year, provided advance notice has been given to the department and approval is granted. Each request will be given individual consideration based upon the request and the staffing requirements of the department. No more than one employee in a classification may be on leave at any one time. If approved, this time is time off without pay. However, if the employee has accrued sick days in his/her sick day bank, he/she may request that this time be withdrawn from his/her accrued sick day bank. Said personal leave days shall be counted as worked time for the purpose of computing vacations benefits.
- (g) Any employee may cash in up to ten (10) accrued sick days per year during the designated pay period.

## ARTICLE XII

### JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty days (60). Employees shall work on the days scheduled when he is not required to be present for jury duty. All claims must be substantiated.

## ARTICLE XIII

### FUNERAL LEAVE

All employees shall be granted three (3) working days off, with pay, for a death in the employee's immediate family. Such time must be used within the pay period or subsequent pay period of the funeral. An employee shall be granted three (3) additional working days off in conjunction with a vacation if the death of an immediate family member occurs while the employee is on vacation. The immediate family shall be construed to mean spouse, children, step-children, parents, step-parents, brother, step-brother, half brother, sister, step-sister, half sister.

One day off with pay will be allowed for the employee to attend the funeral of a grandparent; grandchild; current mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

Additional time off for traveling to or arranging for said funeral shall be granted and such additional time shall be charged to sick leave.

Employees will be required to provide evidence of the relative's death and the relationship; such as a statement of attendance from the funeral director and a copy of the obituary notice.

ARTICLE XIV

HOSPITALIZATION INSURANCE

The Hospital agrees that for the life of this Agreement the Hospital will provide health care coverages for eligible employees and their families in accordance with the flexible benefits program. Some health and other benefit options may require premium participation on the part of employees.

(b) The Hospital shall have the right to change the insurance carrier from time to time at its sole discretion provided the employee suffers no substantial loss of coverage. Both sides agree that if there is a substantial loss of benefits, both sides will negotiate in regards to benefit levels including any involved shared costs.

1. New employees will become eligible on the first day of the month following the probationary period of ninety (90) days.
2. Said premiums will be paid for employees during the first three months of a medical leave of absence.
3. The Hospital shall pay hospitalization insurance premiums for employees who qualify for Worker's Compensation for the duration of time the employee is unable to work due to the illness or injury compensable under Worker's Compensation.

4. Health insurance coverage will be provided for the retiree who meets the following criteria:

Eligible current full time bargaining unit St. Mary employees who retire after July 1, 1995, will receive a credit from the Hospital toward the cost of their retirement health care costs. The amount of this credit will be based on the employees' age and years of full time service after age 45 at the time they retire, as shown on the chart below:

Years of Full-Time Service Earned after Age 45	Annual Hospital Credit Toward Cost
10	\$500
11	\$600
12	\$700
13	\$800
14	\$900
15	\$1,000
16	\$1,100
17	\$1,200
18	\$1,300
19	\$1,400
20	\$1,500

Employees hired after July 1, 1995, will not be eligible to participate in the St. Mary Hospital Retirement Health Care Program.

5. Any changes in the healthcare benefit package when anticipated by the hospital will be negotiated in advance with the union.

ARTICLE XV

SHORT TERM DISABILITY INSURANCE

- (a) The Hospital will provide a paid Disability Income Benefit plan for all permanent full-time employees covered by this Agreement, who have completed their ninety (90) day probationary period.
- (b) Coverage shall be effective the first of the month following the completion of the ninety (90) day probationary period. Forms may be obtained in the Payroll Office.
- (c) Eligible employees shall receive benefits under the plan commencing after the 15th calendar day of disability. Accrued sick days up to a maximum of fifteen (15) must be used prior to obtaining the benefits under the plan unless the employee requests that sick days not be used. Thereafter disability insurance commences and benefits are payable during continuance of total disability for up to thirteen (13) weeks, at sixty percent (60%) of regular base pay, not to exceed \$400.00 per week. Eligible Employees who have completed five (5) years of employment are available for benefits up to a maximum of twenty-six (26) weeks.
- (d) The Disability Income Benefit Plan, its benefits, filing a claim, and general information is found in the Abstract of Weekly Benefits that is given to each employee on his/her date of eligibility from the Payroll Office.

ARTICLE XVI

GROUP LIFE INSURANCE

The Hospital will provide all non-probationary employees covered by this Agreement with Group Life Insurance benefit equal to one year's salary.

ARTICLE XVII

PENSION

- (a) Effective April 1, 1995, the Employer shall pay into the Central Pension Fund

April 1, 1995	Forty cents (\$.40) per hour
April 1, 1996	Fifty cents (\$.50) per hour
April 1, 1997	Sixty cents (\$.60) per hour
April 1, 1998	Seventy cents (\$.70) per hour

- (b) The Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by any amendments to said Trust Agreement.

- (c) Employer irrevocably designates as his representatives among the trustees of said fund such trustees as are named in said Agreement and Declaration of Trust as employer trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time.
- (d) This Pension Fund is in lieu of "The St. Mary Hospital Retirement Plan."

ARTICLE XVIII

LEAVE OF ABSENCE

- (a) An employee who, because of illness or accident which is non-compensable under the Workman's Compensation Law, is physically unable to report for work, shall be granted a leave of absence of up to one year or length of seniority, whichever is the least, provided he promptly notifies the Employer of the necessity therefore and provided further that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

The Family and Medical Leave Act (FMLA) requires employers to provide up to twelve (12) weeks of unpaid, job protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous twelve (12) months.

Medical, medical/pregnancy and Workers' Compensation leaves of absence will be integrated with the Family and Medical Leave Act eligibility provisions. Both will be under the same umbrella. The hospital uses a roll back method of determining leave eligibility based on seniority, reason for medical leave and number of weeks of leave of absence used in the past year dating from the request for a leave of absence.

- (b) Leaves of absence may at the discretion of the Hospital be granted for a reasonable period of time for illness in the household of the employee which requires the employee's care and attendance.
- (c) Leaves of absence may at the discretion of the Hospital be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- (d) A seniority employee shall be granted a pregnancy leave of absence of up to six (6) months provided the employee shall notify the Employer of the pregnancy. The normal expected return to work date will be six (6) to eight (8) weeks after the delivery date. The total length of time for Medical/Pregnancy Leave, including all medical and personal leaves, will not exceed six (6) months from the original date of the leave. The Employer may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical

verification from the physician will not allow the employee to continue in her normal job function because of such pregnancy condition, the employee shall then be granted a leave of absence.

- (e) The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of Federal, State, or Local law granting such rights.
- (f) Leaves of Absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- (g) Any employee in the bargaining unit elected or appointed to full-time position or office in the Union whose duties require his absence from work, shall be granted a leave of absence for the term of such office or position.
- (h) All reasons for leaves of absence shall be in writing stating the reason for the request and approximate length of leave requested with a copy of the request maintained by the Employer, a copy furnished to the employee and a copy sent to the Union.
- (i) An employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay and he shall accumulate seniority during his leave of absence and he shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absences may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.

## ARTICLE XIX

### MANAGEMENT RIGHTS

- (a) The Employer shall have the right to exercise customary and regular functions of management, including the exclusive right to hire, promote, schedule, transfer, or to suspend; discharge, or demote employees for just cause subject, however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.
- (b) All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.
- (c) The Hospital shall have the right to establish reasonable policies and procedures which do not conflict with the terms of this contract. Where Hospital policies conflict with this contract, the terms of this contract shall apply.

ARTICLE XX  
NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, disability, or national origin.

ARTICLE XXI  
CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall it result in the reduction of the present work force through a lay off, nor in the event of the extension of service shall it be used to avoid the performance of work covered under this Agreement.

ARTICLE XXII  
DISCIPLINARY ACTION

- (a) Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union within forty-eight (48) hours. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action, but not limited thereto are the following: drinking intoxicants or consuming or using non-prescribed narcotics or other drugs so as to impair the performance of his duties, dishonesty, insubordination or willful violation of the Hospital rules.
- (b) Any cause for discipline or discharge known to the Employer and not acted upon by him within seven (7) scheduled working days shall be void.
- (c) The Employer's Manual of Personnel Policies, with respect to discipline which is currently in effect as of the date of this Agreement, is incorporated herein by reference as the Manual of Personnel Policies, and shall apply where not in conflict with the terms of this Agreement. It is understood that the Hospital will notify the Union in writing two weeks prior to any changes in the discipline policy.

## ARTICLE XXIII

### NO-STRIKE, NO-LOCKOUT

- (a) The Hospital agrees that there shall be no lockouts during the term of this Agreement.
- (b) The Union agrees that there shall be no strikes, slow-downs, or other cessation of work during the term of this Agreement.
- (c) Neither the Local Union nor the International Union shall be liable for damages to the Hospital resulting from a strike, slow-down or cessation of work by members provided:
  - 1. That neither it nor any officer or representative authorized, instigated, condoned, or aided, financially or otherwise said action;
  - 2. It earnestly and in good faith took all appropriate steps to prevent and/or bring to an end said action.
- (d) An employee who participates in any action prohibited by Section B of this Article shall be subject to discipline or discharge. Such discipline or discharge shall not be subject to the grievance procedure on any grounds other than that the employee did not participate in said action.

## ARTICLE XXIV

### MISCELLANEOUS

#### Section 1.

If any employees of the Hospital are exposed to a communicable disease, they shall have the right to be examined and immunized by the Health Clinic or the Health Service of the Hospital without cost.

#### Section 2.

Employees in the bargaining unit shall have periodic health tests at the hospital's expense. The hospital reserves the right to require pre-employment drug testing. If an employee appears to be under the influence of alcohol or drugs, a drug test will be required. If the employee refuses to submit to the test, the employee will be suspended and subject to discipline up to and including discharge. The union reserves the right to negotiate any new drug testing program if implemented by the hospital.

#### Section 3.

Effective January 1, 1975, the employer shall supply all tools. Tools will be replaced on exchange basis only. Upon discharge or termination of employment employee shall return tools, keys, and all other items belonging to the Employer.

#### Section 4.

Employees shall be required to wear the designated uniform. Jeans and sneakers are not permitted. The hospital will initially provide two sets of uniforms, which will be the designated uniform, to each employee. In addition, the hospital will provide employee access to purchase uniforms from a uniform vendor at a cost

advantage. The hospital I.D. badge will be worn on the shirt. The uniform must be kept clean and presentable. Safe footwear, safety glasses and other safety gear must be worn when required. Employees who work outdoors during the summer months may wear a plain polo shirt (with collar and sleeves) and a cap. The shirt and the cap must not have any slogans or offensive messages. This section will be reviewed by both parties at periodic intervals to determine whether dress code standards are being met or if changes are deemed desirable by the hospital.

Section 5.

No helper shall be assigned to any shift alone.

Section 6.

The Employer will take measures in order to prevent or eliminate any hazards which the employees may encounter at their place of work, in accordance with the provisions of OSHA, State and Local Regulations.

Section 7.

Educational classes related to the job, taken at the IUOE Education Center, will be reimbursed under the Hospital Tuition Assistance Program. Such assistance will be in conformity with the hospital guidelines for tuition assistance for all hospital employees.

ARTICLE XXVI

TERMINATION AND MODIFICATION

- (a) The Agreement shall continue in full force and effect until 11:59 p.m., March 31, 1999.
- (b) If either party desires to terminate this Agreement it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) days written notice prior to the current year of termination
- (c) If either party desires to modify or change this Agreement it shall, ninety (90) days prior to the termination date, or any subsequent termination date, give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union. The International Union of Operating Engineers, Local #547, AFL-CIO, 24270 W. Seven Mile Rd. Detroit, Michigan 48219, and if, to the Employer addressed to St. Mary Hospital, 36475 Five Mile Road, Livonia, Michigan 48154, or to any other such address, the Union or the Employer may make available to each other. The letter should be sent to the attention of the Director of Human Resources and a copy to the President and CEO.

(f) Letters of Understanding A thru E, which are attached, are part of this contract agreement.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

**St. Mary Hospital**

**International Union of Operating  
Engineers, Local 547, AFL-CIO**

*Sister Mary Modesta*  
\_\_\_\_\_  
President and CEO

*Pip Sellow*  
\_\_\_\_\_  
Business Manager

*Sister Mary Renetta*  
\_\_\_\_\_  
Executive Vice President

*Dreg Dronowski*  
\_\_\_\_\_  
President

*Paul P. Lee*  
\_\_\_\_\_  
Legal Counsel

*Jennifer L. Trudeau*  
\_\_\_\_\_  
Recording Corresponding Secretary

*Robert J. Godek*  
\_\_\_\_\_  
Human Resources Director

**ADDENDUM**

**SCHEDULE A - WAGES**

CLASSIFICATION	EFFECTIVE DATES			
	04-01-95	04-01-96	04-01-97	04-01-98
Stationary Engineer	\$15.72	\$16.14	\$16.57	\$17.02
Cabinet Maker	\$15.96	\$16.39	\$16.83	\$17.28
Maintenance Mechanic	\$14.73	\$15.12	\$15.52	\$15.94
Maintenance Mechanic Helper	\$13.34	\$13.69	\$14.05	\$14.42
Biomedical Electronic Tech.*	\$16.66	\$19.64	\$20.22	\$20.83
Biomedical Electronic Tech (Leader)	\$18.20	\$21.23	\$21.86	\$22.52

\* Two (2) years of healthcare job experience.

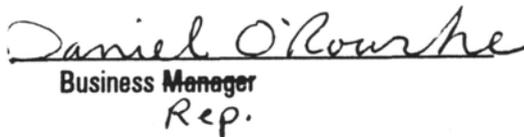
New employees hired with less than two (2) years healthcare experience will be hired at \$17.11. Employees who have been employed at St. Mary Hospital for one year but lack two years of healthcare experience will be placed at \$18.11 the following April first. Thereafter, the incumbent(s) will be placed into the above scheduled rates as of the effective dates of April 1, 1997; April 1, 1998.

Revised: Effective April 1, 1996

St. Mary Hospital

International Union of Operating  
Engineers, Local 547, AFL-CIO

  
Hospital Director

  
Business Manager  
Rep.

Letter of Understanding (A)

Nothing in the contract prevents the Supervisor from making scheduling changes upon request of the involved employee, provided no overtime is created or other benefits are effected. Final approval for scheduling rests with management.

The parties agree should problems occur in this area they shall be the subject of a special conference and not the grievance procedure.

Letter of Understanding (B)

The Hospital will continue to make outdoor weather gear available to those employees required to work outside (i.e. rain coats, winter boots and winter gloves.)

Letter of Understanding (C)

The Hospital will allow a ten (10) minute wash up period prior to the end of the shift. This wash up period is not an accrued benefit in the event that it is not utilized.

Letter of Understanding (D)

The Hospital agrees to provide containers in each patient room for needle disposal. The provided containers will be in compliance with CDC guidelines.

### Letter of Understanding (E)

The Union and St. Mary Hospital agree that the following non-technical/non-skilled functions may be performed by non-contract personnel:

- ( 1) Telephone exchanges in patient rooms.
- ( 2) Replacement of call cords (exchange).
- ( 3) Movement of items to/from storage. Moves in general.
- ( 4) Moving/exchanging beds. Repaired beds will be tagged as checked and broken beds will be repaired by maintenance.
- ( 5) Cleaning all suction outlets.
- ( 6) Pick up of litter/trash.
- ( 7) Cleaning of vents.
- ( 8) Moving/disposing of paper and trash (including recycled materials).
- ( 9) Replacing of standard screw-in type incandescent bulbs in patient rooms.
- (10) Weeding and cleaning of areas in flower beds including leaf removal. Mowing of grass is not included.
- (11) Supplemental help can be utilized to hand salt, hand shovel snow after all union staff have been called for snow removal activities. Security personnel, however, may throw salt at entries for the safety of pedestrians.
- (12) The temporary television cart(s) may be placed in the patient rooms, however, T.V. removal from the wall is not included in this section.
- (13) Removal of ceiling tile for disposal, in construction related projects, can be performed by other personnel.
- (14) Part(s) runs for "specific" parts, that are not routine orders, will be handled by maintenance personnel. Other supplies, driving and transportation runs will be done by other personnel.