

4376

12/31/2001

A G R E E M E N T

between

BAY MEDICAL CENTER
Bay City, Michigan

and

LOCAL UNION #688
Bay City, Michigan

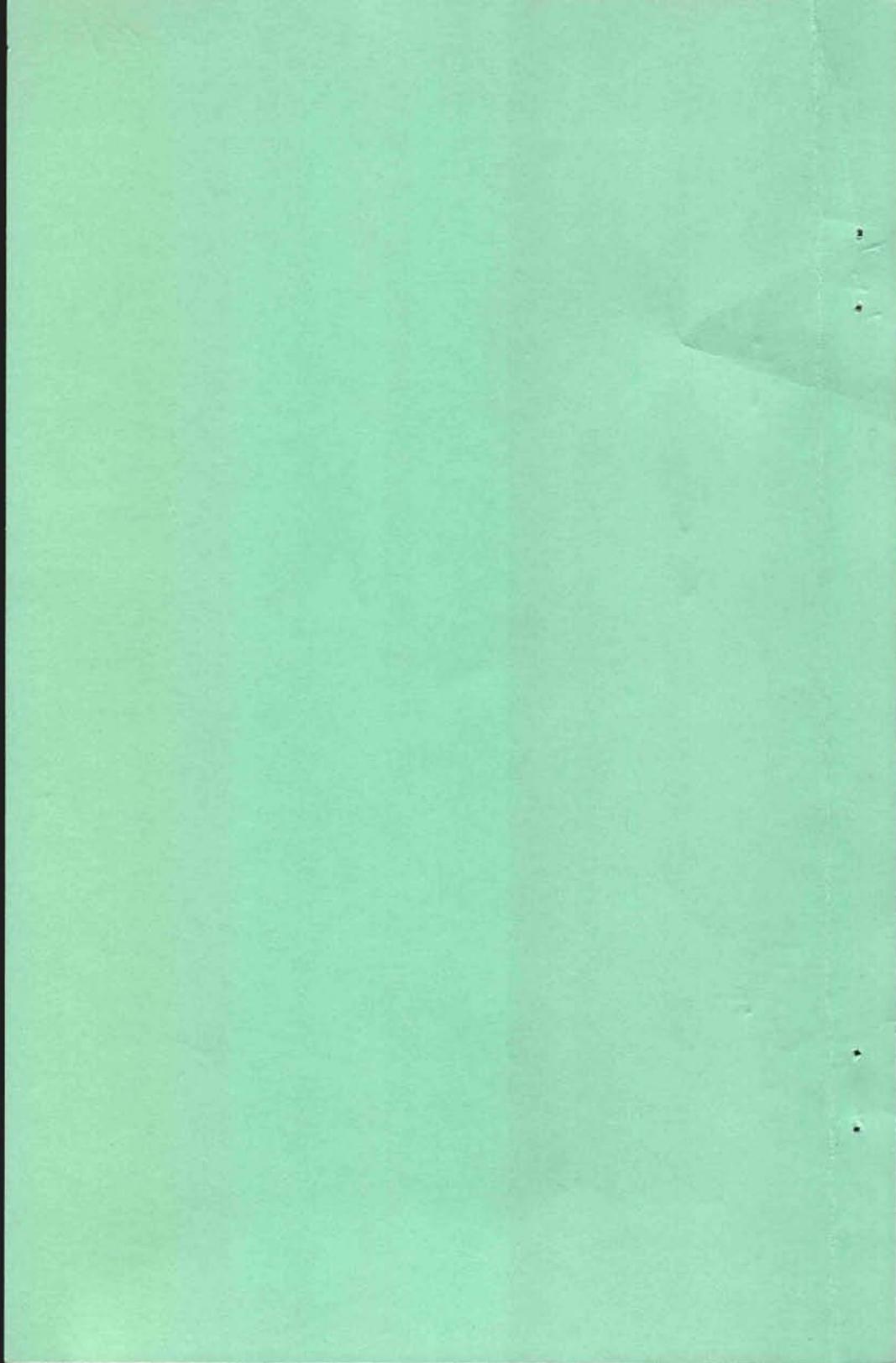
of the

CATERING INDUSTRY, HOSPITAL WORKERS
AND BARTENDERS UNION AFL-CIO

Agreement Executed February 4, 1999
through
December 31, 2001

Bay Medical Center

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

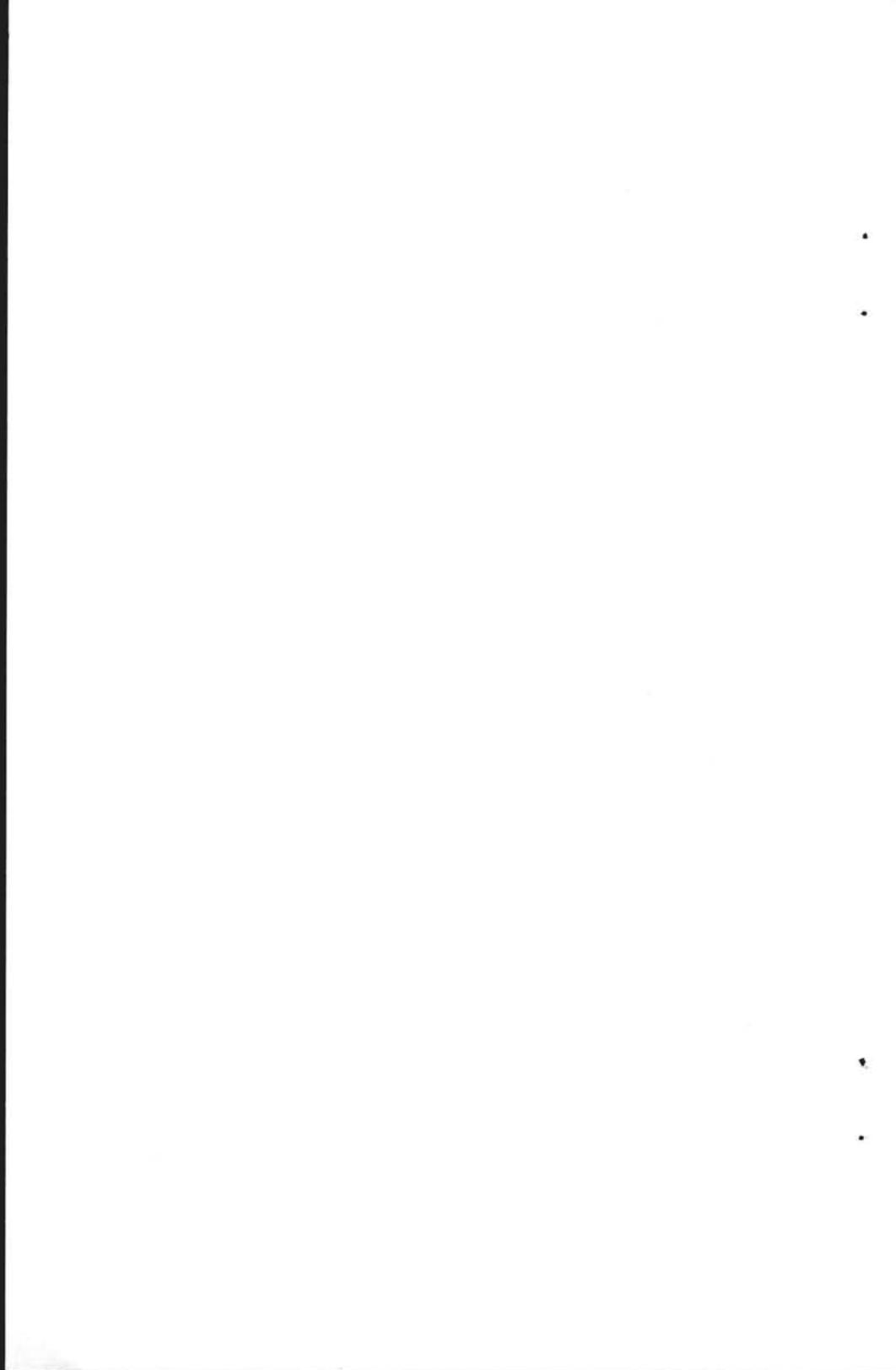


INTRODUCTION

The Administration of Bay Medical Center recognizes the important role that the employees play in achieving the goal to which the Administration and the employees are both dedicated; namely, providing quality patient care to the people of this community at a reasonable cost. The achievement of that goal is vital to all concerned--vital to the Administration, to the employees, to the patients, and to the people of the community.

The basic interests of the Administration and the employees are the same. It is conceivable that both may have different ideas on various matters affecting their relationship. The Administration of Bay Medical Center is convinced there is no reason why these differences cannot be peacefully and satisfactorily adjusted by sincere and patient effort on both sides.

The Medical Center is an equal opportunity employer and is guided by State and Federal hiring laws. All applicants are given a chance to discuss their qualifications with the Human Resources Department Staff. However, the decision as to who shall be hired is the prerogative of the Administration.



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A G R E E M E N T

* * * * *

THIS AGREEMENT made and entered into this 4th day of February, 1999, by and between BAY MEDICAL CENTER, 1900 Columbus Avenue, Bay City, Michigan 48708, hereinafter referred to as "Medical Center", and the CATERING INDUSTRY, HOSPITAL WORKERS AND BARTENDERS UNION LOCAL 688, affiliated with the Hotel Employees Restaurant Employees International Union AFL-CIO, hereinafter referred to as the "Union".

NOW, THEREFORE, said parties do hereby agree, as follows:

ARTICLE I

RECOGNITION

The Medical Center recognizes the Union as the sole and exclusive bargaining representative for the Aides-Environmental Services, Aides-Dietary, Aides/Custodians, Cooks, Diet Office Aides, Custodians, Phlebotomist/Laboratory Assistants, Aides - Support Services (Sterile Processing), Storekeepers - Support Services, Maintenance Mechanics I, II, III, & IV, Nurse Assistants, Nursing Service Clerks, Aides-Rehabilitative Services, Diagnostic Imaging Aides, Unit Support Associates (USAs), Patient Care Associates (PCAs), OB Care Associates (OBCAs), Surgical Support Associates (SSAs), Aides-Special Diagnostics, and Rehabilitation Assistant at Bay Medical Center with respect to rates of pay, wages, hours, and other conditions of employment; but excluding all Directors, Supervisors, Professional, Technical, Clerical, and Security Employees, and all other employees.

The Employer agrees not to enter into any Agreement or Contract with any employee, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement.

ARTICLE II

UNION MEMBERSHIP AND SECURITY

Section 1. All employees of the former General Division of Bay Medical Center who were employees there of immediately prior to its closing and who were covered by this Agreement who are members of the Union in good standing in accordance with its constitution and bylaws, and all employees who become members after that date shall, as a condition of employment, maintain their membership in good standing for the duration of this Agreement.

- A. All new employees, except those excluded in Section F, hired during the life of this Agreement shall, as a condition of continued employment, on the first day of the month following the completion of ninety (90) calendar days of employment, become and remain members of the Union in good standing.
- B. All those employees who were employed by the Samaritan Hospital immediately prior to the merger of Bay Medical Center and the Samaritan Hospital are not included in the provisions requiring membership in the Union as a condition of employment.
- C. All those employees who were employed by the Mercy Memorial Division immediately prior to the merger of Mercy Memorial Division and the General Division and all those employees in the classifications listed below who were not and who are not now members of the Union are not included in the provisions requiring membership in the Union as a condition of employment.

Dietary Therapeutic Assistants	Messenger/Dispatcher
Laboratory Assistants	Storekeepers - M. M.
Central Service Aides	Painters
Nuclear Medicine Aides	Energy Center Operators
Radiology Aides	Messengers
Physical Therapy Attendants	

- D. The language in Article II, Section 1, A, B, and C is not to be interpreted in any manner as prohibiting the employees referred to in Article II, Section 1, A, B, and C from voluntarily becoming members of the Union at any time. However, should they become members of the Union, they shall maintain their membership in the Union in good standing as a condition of employment for the duration of this Agreement.
- E. For the last thirty (30) days of this Agreement, each employee shall have the right to withdraw from membership in the Union and in such case, shall notify both the Union and the Medical Center in writing.
- F. Part-time employees hired to work less than sixteen (16) hours per week as established by the personnel record shall not be required to join the Union and maintain such membership; provided, however, that the Medical Center shall not use as part-time employees more than fifty percent (50%) of the classifications of employees

indicated in Article I. Students in training programs related to medical care careers and their anticipated field of endeavor shall be excluded from the bargaining unit. Co-op students and students involved in inservice training programs shall also be excluded from the bargaining unit. Seasonal, temporary and per diem employees are also excluded from the unit, however, such employees will not be hired without reason or for the purpose of eroding the bargaining unit.

G. Bay Medical Center will not interfere with, restrain, or coerce employees because of membership of lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment, or any term or condition of employment, attempt to discourage membership in the Union.

H. The Union agrees that its agent's officers or members will not intimidate or coerce any employee in respect to his right to work, or in respect to Union activity or membership, and further that there shall be no solicitation of employees for Union membership or dues except on the employee's own time.

I. Bay Medical Center and the Union agree to cooperate in corrective action for violations of this Section.

ARTICLE III

PAYROLL DEDUCTION FOR UNION DUES

Section 1.

- A. The Medical Center agrees to deduct from each Union member's pay his Union initiation fee and dues as regularly assessed once each month for the duration of this Agreement. Such deduction shall be sent to the Secretary/Treasurer of the Union by the 15th day of each month. A list of employees' names from whom dues and initiation fees have been deducted shall be furnished at such time.
- B. The Union shall furnish and obtain from each of its members, and the Union's Secretary/Treasurer shall deliver to the Medical Center, a signed copy of a written authorization for the said deductions of dues and/or initiation fees on the Union's standard form for this purpose -- the same to be subject to the approval of the Medical Center. Such form shall comply with any applicable requirements of State or Federal law. The Medical Center shall check off and will make the check-off deduction only if the employee has enough pay due to cover it and the Medical Center will not be responsible for refunds to the employee if he has duplicated a check-off deduction by direct payment to the Union.
- C. The Union shall refund to the employee Union dues, initiation fees, or reinstatement fees erroneously deducted by the Medical Center and paid to the Union. The Medical Center's remittance to the Union shall be deemed correct two (2) calendar weeks after it is sent, unless within that period, the Union's Secretary/Treasurer gives written notice to the Medical Center that it believes the remittance to be incorrect with the reason stated for that belief. If the Medical Center's Vice President of Human Resources and the Union's Secretary/Treasurer are unable to resolve any such matter, the matter may be submitted to the Grievance Procedure.
- D. Employees who are on an approved leave of absence, or who do not receive a paycheck during the pay period in which the dues are deducted, must make their own arrangements for payment of dues. The Administration will deduct the back dues from the employees' pay checks not more than once each six (6) months if the Union advises the Administration that the back dues have not been paid by the employees and proper authorization from the employees accompany said request.
- E. The Union shall hold the Medical Center harmless for any and all claims that may be asserted against the Medical Center as the result of any dues deductions made in accordance with this Agreement.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. The Medical Center retains the sole right, and shall have a free hand, to manage and operate its Medical Center and business; to maintain order and efficiency in its operation; to hire, layoff, assign, transfer, and promote employees; to establish training programs; to exercise control of all its properties and equipment; to install, streamline, modify, or change methods of operation, "work schedules" and equipment; to reprimand, discipline, suspend, layoff, and discharge employees for cause. The Medical Center shall have the right to establish and post reasonable work rules, subject to the Union's right to question same through the Grievance Procedure when the same are enforced. Should the Medical Center, in the exercise of its rights under this Article, take action inconsistent with any of the provisions of this Agreement, the Union may resort to the Grievance Procedure.

Section 2. The parties hereto recognize the importance and necessity of courtesy to the Medical Center's patients and that information concerning any patient of the Medical Center or his family shall be considered and treated as confidential. Any disclosure of confidential information by an employee which is not made in the course of the employee's duty to the Medical Center shall be regarded as a breach of duty by the employee and may be treated as a cause for discipline up to and including his immediate discharge. Any employee who knowingly assists in or allows such unauthorized disclosure shall be subject to discipline up to and including immediate discharge.

ARTICLE V

SENIORITY

Section 1. Purpose: The purpose of the Article is to define and describe the seniority provisions which govern the seniority status of the employees within the bargaining unit.

Section 2. Definition: Seniority is defined as the length of an employee's continuous employment by the Medical Center measured from the most recent date of hire. However, because some employees work a much greater number of hours than others, in order to establish seniority on a basis of fairness and equity for all, effective January 1, 1981, the following formulas will be used to determine the hospital-wide seniority of all the bargaining unit employees:

The hospital-wide seniority date of all those employees who were hired prior to 12-31-77 and whose employment has been uninterrupted since then is the hospital-wide seniority date they held as of 12-31-77. From January 1, 1978 forward, the hospital-wide seniority will be calculated by using the seniority date as of 12-31-77 plus all the hours they worked since that date.

The hospital-wide seniority date of all employees hired after 12-31-77 shall be calculated by using their most recent date of hire plus all the hours they worked since their most recent date of hire.

Effective 12-17-89 forward, the hospital-wide seniority will be calculated by adding hours paid rather than hours worked.

Section 3. All bargaining unit employees acquire seniority after satisfactorily completing the ninety (90) calendar day probationary period, retroactive to the most recent date of hire.

Section 4. When an employee acquires seniority, his name shall be placed on the seniority list for his noninterchangeable classification group in the order of his seniority. Where two or more employees have the same seniority, they shall be listed on the seniority list alphabetically by last names "A" through "Z".

Section 5. Seniority for purposes of layoff and recall shall be by noninterchangeable classification groups within departments and an employee laid off in one classification shall only be able to exercise seniority over the most junior employee within his classification providing he has the skill and ability to do such work; PROVIDED, however, that employees who are laid off shall be offered available employment in bargaining unit classifications in other departments, consistent with their ability, before new, inexperienced employees are hired.

Section 6. The employee's Medical Center seniority shall accumulate continuously from the employee's seniority date established at the time seniority was acquired in accordance with the provisions of Section 3 above, and until terminated by any of the circumstances enumerated below:

All seniority shall be terminated:

- A. On the date an employee is discharged for just cause.
- B. On the date an employee voluntarily quits.
- C. If an employee fails to report for work either three (3) consecutive scheduled work days or all his scheduled work days in a week, whichever occurs first, after receiving notice of recall from layoff as provided for in the layoff and recall provisions.
- D. If an employee is laid off for any reason for a period of time equal to the lesser of the length of time of his seniority at the time of layoff or two (2) years.
- E. If he fails to report for either three (3) consecutive scheduled work days or all his scheduled work days in a week, whichever occurs first, without notifying the Medical Center with a reasonable excuse, as determined by the Medical Center.
- F. If he fails to report for work after the expiration of a leave of absence.
- G. If he takes up other employment during his leave of absence.
- H. If he accepts sick pay benefits for which he is not eligible or for which he is not qualified.
- I. If he retires.
- J. If he accepts a job and transfers outside the bargaining unit.
- K. If he is absent on account of disability, including a disability compensable under the worker's compensation laws, for a period of time equal to the lesser of the length of time of his seniority at the time of disability or two (2) years and consistent with applicable state laws.

Section 7. Any person whose seniority has been terminated and who later is re-employed by the Medical Center shall be considered as a new employee and must establish a new seniority date. A new seniority date shall be established as of the date of such re-employment, in accordance with the provisions of Section 3, above.

Section 8. When two or more employees are transferred into a noninterchangeable classification group, their classification seniority, as to each other, shall be determined by their Medical Center seniority.

Section 9. Classification seniority is defined as the length of an employee's continuous service within one of the classifications in the bargaining unit and is calculated by using the same method used to calculate hospital-wide seniority (see Section 2 above) and substituting "the most recent date of entry into the classification" for "the most recent date of hire".

Section 10. An employee's classification seniority shall accumulate continuously from the date first employed in such classifications. Classification seniority shall be maintained when an employee is transferred to another classification, provided that such employee's original classification seniority shall continue to accrue for forty-five (45) calendar days to permit a trial period in a new classification. If such transfer is terminated during the forty-five (45) day period, the original classification seniority shall continue to accrue. If the employee is retained in the new classification, his seniority in that classification will date from the date of the transfer. His seniority in the classification from which he transferred will be frozen.

Section 11. When an employee's classification seniority has been frozen, and he is later employed in the same classification, the original classification seniority date shall be re-established adjusted for the time worked in another classification.

Section 12. The Medical Center will furnish the Union a current list of bargaining unit employees which shall include the employees' names, dates of hire, and classification seniority dates. Classification seniority lists will be posted and revised quarterly during the year. If no protest as to the correctness of the seniority list is made by the Union within fourteen (14) days from the date of posting or updating, the list shall be considered as correct and shall be used by the Medical Center for all purposes. The Medical Center agrees to notify the Union monthly of permanent new hires listing name, date of hire, hours scheduled, and classification; and also, to notify the Union of transfers out of the bargaining unit, leaves of absence, terminations and dates of termination.

ARTICLE VI

PROBATIONARY PERIOD PROGRAM

Section 1. The probationary period for all employees is the first ninety (90) calendar days.

Section 2. Probationary employees do not accrue earned time off (ETO) hours during the initial probationary period.

Section 3. When an employee is promoted to a higher position or transferred to another job, a second probationary period of forty-five (45) calendar days will apply for that job. If otherwise eligible, the employee shall earn earned time off (ETO) hours during this period.

Section 4. In order to judge employees fairly, each probationary employee may be evaluated after the first forty-five (45) calendar days. The employee shall have the opportunity to read and sign his evaluation and discuss it with his supervisor or Director. The form will be forwarded to the Human Resources Department for review and filing. Immediately prior to the end of the probationary period, the employee will be re-evaluated and will again have the opportunity to read and sign his evaluation and discuss it with his supervisor or Director. The form will be forwarded to the Human Resources Department for review and filing.

Notwithstanding the above paragraph, a probationary employee may be terminated from employment at any time during the probationary period for any reason and such discharge shall not be subject to the arbitration provisions of this Agreement.

ARTICLE VII

REPRESENTATION

Section 1. For the purposes of representation in the Grievance Procedure, the Medical Center recognizes the Union Grievance Committee to be the Stewards. If more than one Steward is in a department, the Steward whose own shift is involved in the grievance shall be the Steward to handle same and the Chief Steward shall be included in the grievance meeting beyond Step 1. The Union shall designate the following Stewards, one of whom shall be the Chief Steward:

Support Services	3	Maintenance	1
Nursing Service	4*	Rehabilitative Services,	1
		Diagnostic Imaging,	
		Laboratory, Special	
		Diagnostics	

*One of whom is assigned to an off shift.

When departmental stewards are absent due to union business, the hours lost will be credited as HC hours, provided they do not exceed five (5) days per calendar year and, further provided, that hours actually worked and HC hours do not exceed scheduled hours as reflected in the Human Resources records.

Shift Stewards may be designated by the Union. Such Stewards will channel grievances through the Department Stewards.

Up to six (6) members of the Negotiating Committee, who have completed their probationary period, will be reimbursed for time lost due to meetings with the Administration during contract negotiations. The reimbursement is to be based on the following formula:

The Administration will pay up to six (6) members of the Negotiating Committee for the first three negotiating sessions, the Union will pay them for the fourth meeting, the Administration for the fifth and so on; alternating until the negotiations have been concluded or until the current Agreement expires.

It is understood that this provision refers solely to negotiating a new Agreement and not to any other meetings with the Administration.

Section 2. The Steward, when acting in his official capacity, will be paid by the Medical Center at his regular straight time hourly rate for working time necessarily and reasonably lost by him in the presentation of grievances in accordance with the Grievance Procedure. The Medical Center will not pay any Steward or other Union representative for time spent on proceedings if they do not take place on the Medical Center premises. The Steward shall not be paid by the Medical Center for any time spent in any Union function beyond his normal scheduled work day nor for any time spent in collective bargaining during or after his normal scheduled work day. When necessary in processing a grievance, a Steward may leave his work

station to confer on same with the Chief Steward; PROVIDED, HOWEVER, the Steward must obtain permission of his immediate supervisor before leaving his work station and must report back to his immediate supervisor when returning.

Section 3. The Union will notify the Employee Relations Section of the Human Resources Department in writing of the names of all Union officers and Stewards and the Medical Center will only recognize those persons named upon the latest lists so furnished. No employee may serve as Steward in any of the classifications listed in Section 1 above, until he has completed his probationary period.

Section 4. The Department Steward or Chief Steward will be allowed to leave his regular job for the presentation of a grievance in accordance with the Grievance Procedure provided he secures the consent of his supervisor first.

Section 5. After a grievance has reached Step 3 or Step 4, non-employee representatives of the Union shall be allowed to enter the Medical Center premises in connection with the Grievance Procedure or administration of the Agreement after giving prior notification to the Employee Relations Section of the Human Resources Department.

Section 6. The Medical Center will provide a meeting room, upon request, for union membership orientation. Up to two union representatives and those newly-hired employees (minimum of three [3]) who are on duty will be authorized to attend this meeting without loss of pay for a maximum of thirty (30) minutes.

ARTICLE VIII

GRIEVANCE PROCEDURE

A grievance is limited to matters of interpretation or application of this Agreement.

A. It is the intent of the parties that the Grievance Procedure set forth shall serve as the means for a peaceful, efficient settlement of all disputes pertaining to interpretation or application that may arise between them without any interruption in the normal operation of the Medical Center.

It is intended that most cases can be satisfactorily resolved at the initial step. The four steps are as follows:

Step 1. The employee involved shall discuss the issue with his immediate supervisor. If the employee requests, a Steward may be present and if the supervisor requests, the Vice President of Human Resources or his designee may likewise be present. If it cannot be resolved, it may be processed to Step 2 within seven (7) days.

Step 2. Union. Employee and/or Steward (not to exceed two). If not settled to grievant's satisfaction, it must be reduced to writing and processed to Step 3 within seven (7) days.

Medical Center. Director or his designee (not to exceed two), and the Vice President of Human Resources or his designee.

Step 3. Union. Employee, Steward or authorized Union representative (not to exceed three).

Medical Center. Director, Vice Presidents and/or their designees (not to exceed three).

Step 4. If the grievance is not satisfactorily resolved in Step 3, the Union may request arbitration by notifying the Medical Center in writing twenty-one (21) days after the receipt of the Medical Center's answer in Step 3.

At any of the above Steps the participating group may be enlarged by mutual consent. The term "days" shall mean calendar days excluding Saturdays, Sundays and holidays.

B. 1. The Medical Center shall make written disposition of all grievances starting with Step 2 within ten (10) days after such submission. The time limit may be extended by mutual agreement.

2. Grievances shall be processed from one step to the next in the Grievance Procedure by the employee and/or authorized Union representative. Any grievance upon which disposition is not made by the Medical Center within the prescribed time limit

shall automatically be moved to the next step of the grievance procedure.

3. Grievances by the Union must be filed and processed within respective time limits and according to the procedure set forth in this Article.
 4. In any event, no grievance shall be processed based upon facts or events which have occurred prior to seven (7) days before the grievance is filed unless agreed to by both parties.
 5. A grievance may be started at any of the four (4) steps of the Grievance Procedure with written mutual consent by the parties.
- C. Starting with Step 3 of the Grievance Procedure outlined above, the following information shall be recorded:
1. The facts involved in the grievance.
 2. Either the solution arrived at in the grievance meeting, or, if no agreement is reached, both parties shall enter a statement of their positions. After these statements have been exchanged, if new evidence is obtained seven (7) days prior to arbitration either party may refer the grievance back to Step 3. New evidence obtained less than seven (7) days before the arbitration may not be introduced at the hearing unless earlier submission of the new evidence has been given to the other party.
 3. The form shall be signed by the representative of each party in each grievance level. The fact that the grievance form is signed means an acknowledgment of discussion, not necessarily a settlement.
 4. Dates of processing and disposition as required by the various steps.

ARTICLE IX

ARBITRATION

Section 1. Grievances arising between the parties which cannot be settled through the Grievance Procedure may be submitted to arbitration as follows:

Within twenty-one (21) calendar days after completion of Step 3 either party may request to submit the dispute to arbitration and the parties shall endeavor to mutually agree upon an arbitrator. In the event the parties fail to agree within such period upon an arbitrator, the moving party shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. If the parties fail to select an arbitrator from this list, the FMCS shall be requested to submit a second list, from which the parties shall select the arbitrator. If the parties again fail to select an arbitrator from the second list, the parties shall strike names from the list until only one name remains, who shall be the arbitrator. The first strike shall be determined by lot. The grievance shall be submitted for arbitration in accordance with the rules of the American Arbitration Association. The expenses of the arbitration and the arbitrator shall be borne equally by the parties. Each party will bear any other expenses incurred in the conduct of its case.

Section 2. The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement. He shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

When claims for back wages are allowed either by the Administration or the arbitrator, such back wages shall be limited to the amount of wages the employee would otherwise have earned from his employment with the Medical Center during the period as above defined less the following:

All worker's compensation and unemployment compensation received by the employee, provided the Medical Center is self-insured for such compensation.

Section 3. The findings and decisions of an arbitrator, as outlined above, shall be binding upon the parties.

Section 4. If the grievance concerns disciplinary action resulting from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

The term "patient" for the purpose of this Agreement shall include those seeking admission and those seeking care or treatment in clinics or emergency rooms, as well as those already admitted.

ARTICLE X

LEAVES OF ABSENCE

A. ELIGIBILITY

Employees who have acquired Medical Center-wide seniority in accordance with Article V are eligible to apply for a leave of absence, unless otherwise indicated.

B. TYPES OF LEAVES

1. Disability Leave (including Maternity)
2. Compensable Disability
3. Personal Leave
4. Bereavement Leave
5. Educational Leave
6. Jury Duty Leave
7. Military Leave
8. Informal Leave
9. Union Leave
10. Family Leave

C. GENERAL CONDITIONS FOR LEAVES OF ABSENCE

1. All requests will be made in writing prior to the initiation of the requested leave with the exception of Jury Duty and Bereavement Leaves.
2. The Employee will keep the Medical Center informed of any change of the Employee's employment status or condition.
3. The Employee does not request any type of leave for the purpose of seeking or securing work elsewhere.

The Employee will be unable to continue existing employment outside of the Medical Center if it is determined that the restrictions for which the leave is taken apply to said employment.

4. Benefit eligibility is contingent upon the type of leave and the duration of that leave. Reference is made in Appendix I of this Agreement relative to benefit eligibility.
5. When possible, requests for extensions of leaves will be made in writing no later than two (2) weeks prior to the expiration of the leave or if the leave is less than two (2) weeks a request for an extension will be made in writing at least three (3) days prior to the expiration date of the leave.
6. An Employee will be entitled to return to work before the expiration of a leave as long as the Medical Center consents to an early return.

7. Failure to comply with the provisions of this Article will be considered a voluntary termination of employment.
8. The Medical Center will review requests for leaves of absence considering the nature of the leave and the needs of the Medical Center. Requests for leaves of absence will not be arbitrarily denied.
9. The Employee will receive notification of the disposition of the requested leave at least five (5) days prior to the leave date, (educational leave - at least fifteen (15) days after receipt of the request) when possible, with the exception of Jury Duty and Bereavement Leaves.
10. The Employee will contact his Director or the Nursing Service Office in advance of his availability to return to work and his Director will attempt to return the Employee within two (2) weeks to his former position in accordance with Section D. 1., b., or to a position for which he is qualified.

D. CONDITIONS SPECIFIC TO CERTAIN TYPES OF LEAVES

1. Disability (including Maternity) Leave

a. The Human Resources Department will forward to the Employee the necessary paperwork to establish a leave of absence when the following conditions are met:

- (i) Accident: In the event of an accident, the Employee must notify his Director or Supervisor on the day of the accident, if practicable, but no later than twenty-four (24) hours after the accident occurred.
- (ii) Hospitalization/Illness: In the event of hospitalization and/or illness, the Employee must contact his Director or Supervisor on a day-by-day basis or until a definite time period for the absence has been established.
- (iii) The leave will be granted provided the employee furnishes the Medical Center satisfactory proof in the form of a Doctor's Certificate that the employee is unable to discharge the normal responsibilities or duties of the Employee's position as a result of the accident, hospitalization or illness.
- (iv) If eligible, the Employee will receive Sickness and Accident Benefits in accordance with its provisions.

After the Employee starts to receive sickness and accident benefit payments, the Employee may elect to use earned time off hours during a disability leave to supplement sickness and accident benefits

and to ensure that the Employee receives up to 100% of the Employee's regular pay.

b. Duration of Disability Leave

The period of disability leave counts toward the Employee's maximum eighty four (84) day leave entitlement per twelve (12) month period under the Family and Medical Leave Act.

c. Return from Disability Leave

Section 1. An Employee on a leave of more than four (4) scheduled days must report to the Employee Occupational Health Service with a written approval from his attending physician and receive a written authorization to return to work prior to swiping in and/or reporting for duty. (Employees who return to work when the Employee Occupational Health Service is closed may return to work only when the Employee delivers the note to his immediate supervisor and is authorized to return to work.) In addition, the Employee must notify his Director or the Nursing Service Office of his eligibility to return to work.

Section 2. Less Than Eighty-Four (84) Calendar Days Or A Known Return To Work Date Before One-Hundred Twenty (120) Calendar Days: The employee will be returned to the position held immediately prior to the leave.

Section 3. Eighty-Four (84) Calendar Days to One-Hundred Twenty (120) Calendar Days: When the return to work date is unknown, anticipated to be more than eighty-four (84) calendar days, but possibly less than one-hundred twenty (120) calendar days, the Medical Center will notify the union. The parties will determine, based on the information provided, whether the job will be posted or will be held open for the employee's return.

Section 4. One-Hundred Twenty (120) Calendar Days or More: The employee's position need not be held for his return. Provided the employee has maintained seniority in accordance with Article V, the employee may, upon return, displace the lowest classification seniority employee, junior to the returning employee, on the employee's shift (as defined in Article XXX) and with the employee's full time or part time status; provided, that the returning employee has the ability to perform that job without additional training. If the returning employee is also junior, he will be offered an available position for which he qualifies. Failure to accept this position will be considered a voluntary termination of employment.

A displaced employee will be offered an available position within his classification or an available position for which he qualifies.

2. Compensable Disability Leave Of Absence

In the event of compensable occupational accident or compensable occupational disease, the employee shall be granted a disability leave of absence, in accordance with the provisions of applicable State statutes.

3. Personal Leave

Duration of Personal Leave

- (i) A personal leave may be granted for a time period not to exceed thirty (30) calendar days.
- (ii) The personal leave may be renewed at the discretion of the Director.
- (iii) Less than Thirty (30) Calendar Days: The Employee will be returned to the position he held immediately prior to the leave.
- (iv) Thirty (30) Calendar Days or More: The Employee's position is not automatically held open. However, provided the Employee has maintained seniority in accordance with Article V, he will be offered his choice of any open position for which he qualifies. If there is none, he will be offered the next available position for which he qualifies. Failure to accept an available position is a voluntary termination of employment.

4. Bereavement Leave

a. Request for a Bereavement Leave

The employee must inform his Director or Supervisor in the event of a death among certain family members. Payment is as follows:

<u>One Regularly Scheduled Work Day</u>	<u>Up to Three Regularly Scheduled Work Days</u>
Grandfather	Spouse
Grandmother	Brother
Brother-in-law	Sister
Sister-in-law	Mother
	Father
	Child
	Grandchild
	Mother-in-law
	Father-in-law
	Daughter-in-law
	Son-in-law

b. Conditions of Bereavement Leave

- i) The pay for one regularly scheduled work day bereavement leave does not apply for more than two (2) calendar days before or after the funeral.
- ii) Payment is not made if the employee is scheduled for a day off, such as ETO for sick or personal reasons or holiday or the employee is on any other type of leave.

However, if the death of a family member occurs, in which the employee would be entitled to three days of bereavement pay, while the employee is on a scheduled vacation, the employee's ETO pay will be changed to bereavement pay, and the ETO hours will remain in the employee's ETO bank.

- iii) Payment is made for scheduled working hours lost, but will include applicable shift and weekend differentials.
- iv) A reasonable effort will be made to grant personal time off to extend the Bereavement Leave time or in lieu of Bereavement Leave when the deceased is not specifically provided for.

5. Educational Leave

Section 1. Upon written application, an Employee may be granted a leave of absence to pursue a full-time educational program in nursing or a related field for up to two (2) years. Such leave may be extended by the Medical Center.

Section 2. In certain cases the Medical Center may agree to pay a portion of an employee's wages while on a short term educational "leave" such as seminars or conferences, etc. The hours paid will be included as hours paid in the benefit program.

Section 3. After the leave the employee will be offered his choice of any open position for which he qualifies. If there is none, he will be offered the next available position for which he qualifies. Failure to accept an available position is a voluntary termination of employment.

6. Jury Duty Leave

a. Request for Jury Duty Leave

- i) The employee must notify his Director or Supervisor as soon as he receives notice of jury duty service.
- ii) The employee must notify his Director or Supervisor as soon as he is required to report for jury duty but no later than one (1) day prior to report of jury duty service.

iii) The Medical Center will decide if the employee will be scheduled off for a full day, partial day or scheduled to work, taking into account the hours the employee must serve on jury duty.

b. Duration of Jury Duty Leave

i) The Medical Center will share in any wage loss incurred by the employee by paying the difference between the amount received for such jury service on the day such employee would have been regularly scheduled to work at his regular rate of pay including all applicable differentials. The pay will not exceed thirty (30) days per calendar year. Individual exceptions extending beyond thirty (30) calendar days may be granted by the Medical Center due to extenuating circumstances.

7. Military Service Leave Of Absence

Application for a leave of absence for military service shall be made to the Medical Center in writing as soon as the employee is notified of his acceptance in the military service and in any event within at least two (2) days after the employee is notified of his order. The conditions of such leave shall be governed by the provisions of the applicable Federal Statutes.

8. Informal Leave

If staffing permits, an informal leave of absence may be granted for a period not to exceed fourteen (14) calendar days, upon application of the Employee to and approval by the Employee's Director. Such leave may be renewed at the discretion of the Director, but not to exceed thirty (30) calendar days. Time beyond a thirty (30) calendar day period requires a formal leave of absence.

9. Union Leave

The Medical Center will also grant a leave to not more than one (1) employee, per year, who is elected or appointed by the Union to any office.

The Medical Center will, if scheduling permits, also grant a short term leave of absence to not more than two (2) employees, per year, who have been elected or appointed as delegates to this union's or an AFL-CIO labor convention.

10. Family Leave

a. Eligibility - One full year or more of continuous seniority and 1250 hours worked in the previous twelve (12) months.

b. Purpose - To permit an employee to care for:

(i) An adopted, foster, or newborn child within a period ending not later than one (1) year from either the

adoption, foster care placement, or birth or the start of the leave, whichever occurs first; or

- (ii) A child, parent, or spouse who has a serious health condition.
- c. Duration - Family leave will be granted in periods of not more than three (3) months, for a total of not more than six (6) months. The first eighty-four (84) calendar days of an employee's disability leave in a twelve (12) month period counts toward the duration of a family leave, and an employee who has exhausted his maximum eighty-four (84) day leave entitlement per twelve (12) month period under the Family and Medical Leave Act on a disability leave is ineligible to take a family leave under this section during the remainder of that twelve (12) month period. As a further condition of such leave, and counting towards such duration, the employee must fully utilize and exhaust any unused earned time off hours.
- d. Family leave shall be without pay or benefits (as described in Appendix I), subject to Part 10 and subsection (c) above. A part time employee who has worked at least 1250 hours during the twelve (12) months immediately before the start of the family leave is eligible for the continuation of his comprehensive major medical and dental insurance for the first eighty-four (84) days of leave under the Family and Medical Leave Act, provided that the employee must continue to pay his portion of the premiums under Article XIX, Section 3 of this Agreement. After an eligible, full time employee has exhausted his maximum eighty-four (84) day leave entitlement per twelve (12) month period under the Family and Medical Leave Act, he must pay 100% of the premiums for his comprehensive major medical and dental insurance.
- e. Return to Work:
- (i) Less than Eighty Four (84) Calendar Days: The employee will be returned to the position the employee held immediately prior to the leave.
 - (ii) Eighty Four (84) Calendar Days or More: The employee's position is not automatically held open. However, provided the employee has maintained seniority in accordance with Article V, the employee will be offered his choice of any open position, provided he has the ability to perform that job without additional training as demonstrated during an orientation review, as determined by the Director, in collaboration with the employee and the Manager, of not less than two (2) or more than seven (7) working days. If there is none, the employee will be offered the next available position and must demonstrate competency as indicated above. Failure to accept an available position is a voluntary termination of employment.

ARTICLE XI

MONTHLY MEETINGS

Section 1. In each calendar month the Medical Center's Vice President of Human Resources, or his designees, and other management representatives, as determined by the Medical Center, the Union's bargaining unit officers or their designees, and, as determined by the Union, other Union representatives shall meet at a mutually agreed-upon time. Notwithstanding the foregoing, there will be no meeting in any month during which neither the Medical Center nor the Union's representatives have items for discussion. Subjects to be discussed at such meetings are problems and concerns related to the employment of employees by the Medical Center including issues arising under this Agreement which are not raised by specific grievances under Article VIII. The meetings shall be informal and neither party shall be required to exchange the subjects for discussion in advance. Monthly meetings shall not replace or displace, in any way, the provisions of and procedures established in Article VIII. When applicable, the Medical Center will respond in writing to the issues raised. This will be done within two (2) calendar weeks. Bargaining unit officers or their designees shall not lose wages on account of attending such meetings during otherwise scheduled hours of work.

ARTICLE XIII

EDUCATIONAL ASSISTANCE PROGRAM

Section 1. Educational assistance of up to 50% of the cost, subject to maximums of four hundred dollars (\$400.00) per semester and six hundred dollars (\$600.00) per year, or in the case of education leading to Registered Nurse licensure, up to five hundred dollars (\$500.00) per semester (up to a maximum of two thousand dollars [\$2,000.00] per year) may be granted to employees after they have completed one (1) year of employment. This amount is for the cost of tuition, books and lab fees for approved educational courses.

At time of application for educational assistance, an employee must not have had a Step 2 or Final Written disciplinary action under the Medical Center's work rules, which was not reversed in the grievance procedure, within the twelve (12) months before the starting date of the course(s), or must not currently be on a Final Written Reprimand under the Medical Center's attendance and tardiness policy, which was not reversed in the grievance procedure.

Section 2. To be eligible, the employee must apply for educational assistance at least three (3) weeks before the starting date of the course(s). Applications must be submitted to the employee's Director and must be approved by the Director, the appropriate Vice President, and the Vice President of Human Resources. Whenever possible, the employee will be informed of the disposition of the request prior to the start of the class.

Section 3. Upon proof of satisfactory completion of the course(s) and confirmation of the employee's expenses, he will be reimbursed, provided that he agrees, in writing: (1) to remain an employee for a minimum of one (1) year (1,725 hours worked) for each four hundred dollars (\$400) of assistance granted, and (2) that if he leaves the Medical Center's employment before completing the appropriate number of one (1) year periods, he will, at the time of his termination, repay the Medical Center for any prorated balance owed. Those employees who receive less than four hundred dollars (\$400) and who terminate their employment with the Medical Center, will also repay the Medical Center on a prorated basis for any balance owed.

ARTICLE XIV

VACANCIES, TRANSFERS, PROMOTIONS AND DEMOTIONS

Section 1. When job openings occur, placement shall be based on ability to perform the requirements of the job and seniority. An employee's request for a change in shift or position will be honored in accordance with the request and ability to function in the requested position. Employees of the Medical Center shall be permitted to indicate a desire to be considered for vacancies in the following manner:

A. A primary job will be considered vacant when the employee holding the job has quit, is discharged, been promoted, demoted or transferred, has retired or died, or when it is a newly-created job and the need to fill the position continues as determined by the Medical Center. The Medical Center may determine not to fill a vacant job. In that event it will notify the Union in writing as soon as possible of the fact and, if a part time job, whether the hours will be assigned to other part time employees in the unit or area, in which case the hours will be posted for bid in the unit/area.

1. A secondary position is a position of 16 hours per week on second or third shift (as defined in Article XXX). All secondary job openings in the entry level classifications resulting from filling a primary job will not be posted and may be filled from any source without regard to seniority standing.

However, if an employee in any classification wishes to change departments or shifts and such employee has made a specific request in writing to the Human Resources Department for a part time secondary job on the second or third shift, said request will be recognized prior to hiring from outside sources, provided that such request is received prior to the position being offered to an outside applicant.

2. When a vacancy is no longer temporary, it shall be filled as provided herein.

B. When a primary vacancy occurs, the position shall be posted for a period of up to five (5) calendar days, excluding holidays and weekends. The posted position shall state the date and time of posting and the last date and time that bids shall be accepted in the Human Resources Office if the position is to remain posted the full five (5) calendar days.

The posting will no longer be posted separately within the department. However, preference will continue to be given to employees within the department who apply within the first three days of the posting. If a selection is made from those employees who bid within the three days, the posting will be removed from the posting board. If no acceptable departmental bids are received within the first three days, the posting will remain

posted for the entire five calendar day posting period from the original posting date.

Bids will be considered timely for the three day posting if received by 4:30 p.m. on the third day. To be considered timely for the five calendar day posting, bids must be received by 4:30 p.m. on the fifth calendar day.

An employee having a second disciplinary action for any reason for just cause within the prior twelve (12) calendar months need not be considered by the Medical Center in its administration of the job posting system.

If during this five (5) day period no application for the position is received, or if no applicant is selected, in accordance with Paragraph C, the vacant position will be posted on the list of vacant positions and will continue to be published on the bulletin board until the vacancy is filled by a qualified applicant on a first-come, first-served basis, by a new hire or until there is no longer a need to fill the position.

- C. The applicant selected to fill the primary position shall be the most qualified, available applicant for the job taking into account his skills, ability, experience and education. The term "available", as set forth above, shall apply to any employee on a leave of absence of unknown return to work date, or as provided in paragraph 2, below. In the event that there are two or more applicants, whose qualifications as above described are relatively equal, then the employee with the greater seniority shall be awarded the vacancy. An applicant must be able to perform the essential functions of the job with or without reasonable accommodation by the Medical Center.

The selected applicant will be transferred to the requested position no later than the first of the pay period following the completion of sixty (60) calendar days (from date of acceptance).

- D. Any employee being transferred to a new job shall have a trial period of forty-five (45) calendar days. If, in the Medical Center's opinion, the employee is not capable of performing the job, the Medical Center shall notify the Union and return the employee to his former classification. The Medical Center may then select anyone from those employees who originally bid for the job. The employee will be offered an available position within his former classification or an available position for which he qualifies. Failure to accept an available position is a voluntary termination of employment. A successful bidder cannot voluntarily return to his former classification during the trial period.

Section 2. Demotions. An employee being considered by the Medical Center for demotion or for a reduced work schedule shall be evaluated. A copy of the evaluation and a written statement detailing the reasons for the contemplated demotion or reduced work schedule shall be provided the employee.

Section 3. Temporarily Assigned or Transferred. Employees temporarily assigned or transferred to a lower paying job, shall receive their regular rate of pay. Employees temporarily assigned or transferred to a higher paying job shall receive the minimum rate of the higher paying job or 4%, whichever is greater, or a "job differential" rate which has been agreed to by both the Medical Center and the Union, for the hours of work in such higher paying job if such work is four (4) hours, or more, on any shift. Such temporary assignments or transfers shall not be made to deprive other employees of overtime pay.

Section 4. The minimally acceptable level of education required for an application for a Mechanic I position in the Maintenance Department will consist of the successful completion, with a grade of "C" or above, of at least three (3) of the following nine (9) courses, with each of the three (3) courses being from a different category:

A. Category - Blueprints

1. SKCT III Blueprint Reading; or
2. RC 101 Construction Print Interpretation

B. Category - Construction

1. SKMT 161 Rigging; or
2. RC 104 Construction Lab I

C. Category - Mechanical

1. SKCT 191 Machine Controls; or
2. SKPT 101 Industrial Pipe Fitting; or
3. SKMT 101 Hydraulics and Pneumatics I

D. Category - Lawn Maintenance

1. Turf and Lawn Management; or
2. Plant Diseases, Insects, and Their Control

The courses in Categories A through C are offered at Delta College. In the event courses are not available at Delta College, Management and Union will meet to agree on course or location alternatives.

Article XIV, Section 1 (C) governs the selection of an applicant for a Mechanic I position in the Maintenance Department; Article XIV, Section 4 defines the minimally acceptable level of education for such a Mechanic I position.

ARTICLE XV

HEALTH AND SAFETY

Section 1. The Medical Center and employees must abide by all reasonable health and safety rules, regulations and procedures of the Medical Center.

Section 2. A periodic physical examination may be required of employees as necessary to comply with applicable Federal, State and local laws. Employees will be reimbursed in accordance with the Employee Occupational Health procedure for the cost of an annual physical examination, if required, performed by his personal physician, but not to exceed the amount paid to the Medical Center's Personnel Health physician for such examination.

Section 3. When there is reason to question an employee's physical, mental or emotional disability or fitness, the Medical Center reserves the right to refer the employee to physician(s) or specialist(s) of the Medical Center's choice for examination at the Medical Center's expense. If, after completing the examinations, the Medical Center's physicians recommend that such employee return to work, go on reduced duty, go or remain on sick leave or retire/terminate, the employee may at his/her own expense, visit his/her own personal physician. If the employee's physician disagrees with the conclusion reached by the Medical Center's physicians, the employee shall be examined by either William Beaumont Hospital or any other Michigan VHA facility agreed to by Union, Management, and by the employee whose decision, after examining the employee and the results of the other examinations, shall be final with respect to the employee's ability to work, to go on reduced duty, to go on or remain on sick leave or retire/terminate. The cost of this examination will be at the Medical Center's expense.

Section 4.

- A. The Medical Center has the right to require any bargaining unit employee whose job duties consist of or include driving a Medical Center vehicle to be tested for alcohol and/or drugs at Medical Center expense by qualified medical personnel when the Medical Center reasonably suspects, based on the employee's job performance, personal behavior, or any other indicator of alcohol and/or drug use, impairment, or intoxication, that an employee is impaired by or under the influence of alcohol and/or drugs. For purposes of this Agreement, "reasonable suspicion" includes, without being limited to, the issuance of a traffic citation to an employee while the employee is driving a Medical Center vehicle and an employee's involvement in a traffic accident while the employee is driving a Medical Center vehicle.
- B. The Medical Center has the right to require an employee being transferred, promoted into, demoted into, or recalled into a position within the bargaining unit represented by the Union to be tested for alcohol and/or drugs at the time of the transfer, promotion, demotion, or recall where the job duties of the position consist of or include driving a Medical Center vehicle.

- C. A refusal to take an alcohol and/or drug test required by the Medical Center under paragraphs A or B is insubordination and will result in the immediate discharge of the employee. The parties further agree and understand that a discharge for insubordination under this paragraph shall be for "cause" within the meaning of Article IV and shall not be the subject of any grievance on behalf of the discharged employee.
- D. A confirmed "positive" result for any drug detected in a drug test required by the Medical Center under numbered paragraph A or B of this Agreement or conducted at the request or the insistence of a law enforcement agency in connection with a traffic accident involving a Medical Center vehicle driven by a bargaining unit employee will result in the immediate discharge of the employee. The parties further agree and understand that a discharge for a confirmed "positive" drug test result under this numbered paragraph of this Agreement shall be for "cause" within the meaning of Article IV and shall not be the subject of any grievance on behalf of the discharged employee.
- E. A .04% or above blood alcohol concentration level in an alcohol test required by the Medical Center under paragraph A or B of this Agreement is defined as use, impairment by, or intoxication by alcohol. A blood alcohol concentration level of .04% or above in an alcohol test required by the Medical Center under paragraph A or B of this Agreement will result in immediate discharge of the employee. A discharge for alcohol use, impairment or intoxication under this paragraph shall be for "cause" within the meaning of Article IV of this Agreement and shall not be the subject of any grievance on behalf of the discharged employee.
- F. This Agreement does not limit, restrict, or preclude the Medical Center from requiring any employee represented by the Union to take an alcohol test when the Medical Center reasonably suspects that an employee has used, is impaired by, or is under the influence of alcohol during working hours.

ARTICLE XVI

DEFINED CONTRIBUTION PENSION PLAN

Section 1. An employee hired before January 1, 1996, must complete twelve (12) months of employment before he is eligible to participate in the Defined Contribution Pension Plan. Upon meeting this requirement, the amount paid in accordance with the table below will be retroactive to his date of hire.

An employee hired after January 1, 1996, must complete twenty four (24) months of employment before he is eligible to participate in the Defined Contribution Pension Plan. Upon meeting this requirement, the amount paid in accordance with the table below will be retroactive to his date of hire.

Effective 1/1/96:

<u>*Less than 5 years</u>	<u>*5 years but less than 10</u>	<u>*10 years but less than 15</u>	<u>*15 years but less than 20</u>	<u>*20 years or more</u>
3.0%	3.5%	4.5%	5.0%	5.5%

Effective 1/1/97:

<u>*Less than 5 years</u>	<u>*5 years but less than 10</u>	<u>*10 years but less than 15</u>	<u>*15 years but less than 20</u>	<u>*20 years or more</u>
3.0%	4.0%	5.0%	5.5%	6.0%

The years will be calculated by calendar time.

*Calendar time (most recent date of hire as a permanent employee adjusted for the entire period of more than thirty (30) calendar day leaves of absence) is used to determine entitlement.

ARTICLE XVII

HOURS OF WORK

Section 1. It is recognized by the Union, and the Medical Center that the care and welfare of the Medical Center patients requires service on a seven (7) day week, twenty-four (24) hours a day basis. Within this requirement, the Medical Center's Administration will seek to maintain a pattern of regular work schedules that recognize this responsibility and yet attempt to avoid excessive demands upon the employee's stamina and to seek to avoid overtime work, where possible.

The regularly scheduled work weeks shall be those designated in the advance scheduling chart worked out by departments and because of Medical Center operations shall necessarily be staggered and rotated as fairly as possible, considering Medical Center operations and patient care, giving due regard to seniority. It is recognized and understood that deviations from the regular schedules of work will be necessary and will unavoidably result from several causes such as, but not limited to: rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests and shortage of personnel and emergencies. The Medical Center shall plan and post work schedules reasonably in advance of the days covered by the schedule. The schedule shall be subject to change after it is posted only as would be required by circumstances beyond the Medical Center's control. No provision in this Agreement shall constitute or be construed in any event as a guarantee of employment to any person.

Section 2. The standard work day for the employees covered under this Agreement, shall consist of eight (8) hours in a twenty-four (24) hour period. This figure is exclusive of a non-paid thirty (30) minute lunch period. However, the lunch period, or any portion thereof, shall be paid time, if worked and authorized on the proper form by the employee's immediate supervisor. Employees shall be permitted two breaks per day not to exceed fifteen (15) minutes each (except that the second break for employees scheduled to work an eleven and one-half (11.5) or twelve (12) hours shift shall be a thirty (30) minute break. In line with operational requirements, one break will be taken during the first four (4) hours of the employee's shift and the second break will be taken during the second four (4) hours of the employee's shift. These breaks shall be taken as and when patient care and work load will permit and will be scheduled for the employees except where emergency prevents the same.

The Medical Center will post work schedules at least ten (10) days prior to the period covered by the schedule. The Medical Center may change the posted schedule when necessary; however, those employees affected by such change will be made aware of the change as soon as possible after the change has been found necessary.

Two (2) seniority employees in a department/unit, classification and shift may elect to work alternate work schedules of whole shifts provided the total scheduled shifts per week of the two (2) employees is seven (7), and that no overtime results from the election. When such election is made and approved, as below, then the scheduled hours

of those employees will be changed in the Human Resources records to reflect the hours they have elected to be scheduled. In the event either of the employees leaves the department/unit, classification and shift or elects to end the alternate work schedule, then the other employee will revert to the employee's former five (5) day or two (2) day schedule (until the employee enters into another alternate work schedule with another employee). The Medical Center will provide, in writing, all alternate work schedules, when requested by the Union.

An employee will not change his schedule by trading with another employee without the consent of his Supervisor or Director. If such trading would result in the payment of overtime, it must be approved by the Director or by the individual to whom the Director has delegated this authority.

Section 3. In order to maintain or improve the quality and efficiency levels of patient care the Medical Center shall have the right to vary starting and quitting times of the various shifts.

For the purpose of payment, but not absenteeism, tardiness and overtime shall be measured by 1/10 of an hour segments and shall be "docked" or paid on this basis.

Section 4. The standard work week for the day and afternoon shifts shall be those hours which commence after 12:01 a.m. Sunday and end seven (7) consecutive calendar days later. The standard work week for the "night shift" shall begin Sunday night with the shift commencing nearest to 10:00 p.m. Sunday and end seven (7) consecutive days later.

Section 5. The standard pay period shall consist of two (2) consecutive standard work weeks as above defined.

Section 6. Each employee whose employment with Bay Medical Center is covered by the provisions of this Agreement, has a contractual obligation to work weekends.

When practical, departments will attempt to schedule weekends off in such a manner that the employee will have two (2) weekends off within each four (4) week period, recognizing that whenever possible employees will be scheduled to work every other weekend.

Consideration will be given to the needs of the employee involved when make-up weekends are scheduled.

Employees assigned to positions which usually are not scheduled to operate on weekends, will work weekends when their positions are scheduled to operate.

It is understood and agreed that there may be occasions when a limited number of employees may be scheduled off on a given weekend.

For purposes of this Section, the shift beginning after 10:00 p.m. on Friday and the shift beginning after 10:00 p.m. on Saturday shall be defined as the weekend days for purposes of payment of weekend differential. However, for purposes of scheduling, employees may be scheduled for shifts beginning after 10:00 p.m. on Saturday and after 10:00 p.m. on Sunday as their required weekend to work.

Section 7. Each employee shall be required to swipe his own identification badge on the assigned timekeeper terminal when reporting for duty and to swipe his own identification badge when finishing work. In the event an employee does not swipe in or out, he shall inform his Manager/Supervisor and sign the necessary form, in those departments where a form is used.

Section 8. Overtime.

- A. Overtime is paid at one-and-one-half (1 1/2) times the employee's base hourly rate for hours worked as follows:
- i) Those continuous hours worked in excess of eight (8) hours.
 - ii) In excess of eight (8) hours worked in any twenty four (24) hour period beginning at 11:00 p.m.; or
 - iii) In excess of forty (40) hours worked in the seven (7) consecutive days which constitute a work week.

Paragraphs i), ii), and iii) of this section shall be applied day by day in a forward chronological order. Hours compensated for at a time and one-half rate under any one of these paragraphs shall not be counted as hours worked for purposes of calculating overtime under either of the other of these paragraphs.

- B. Overtime premium shall not be pyramided or paid twice for the same hours worked.
- C. Overtime premium shall not be paid when more than eight (8) hours in twenty-four (24) are worked as a result of employees trading shifts for their own convenience.
- D. Overtime shall only be worked with prior approval of the employee's Supervisor or Director, provided that in the absence of a supervisor and in the case of an emergency, employees may work overtime to resolve an emergency and will notify their supervisor by telephone or otherwise of the overtime as soon as possible.
- E. Overtime shall be distributed within a shift among the employees in the classification on as equitable a basis as possible, within a payroll year. At the beginning of the next payroll year, the overtime records will start over. Whenever practical, the person with the least amount of overtime hours shall be asked first. If overtime is declined, such hours shall be considered as overtime worked. Records of overtime will be kept by the Medical Center and will be available to the Union.

Section 9. Temporary and per diem employees may be used and called in to temporarily replace employees who are absent, on leaves of absence or vacation or to assist in the event of an unusually heavy patient load. When possible, regular part-time employees will be scheduled extra days and/or hours excluding overtime in lieu of bringing in a per diem employee. Per diem employees as set forth herein shall not

include students in training programs or the use of per diem employees during critical vacation periods.

Section 10. The Medical Center shall not reduce hours of work for anyone solely to prevent employees from gaining full-time status.

Section 11. An employee called to fill a vacancy/absentee within the first two (2) hours of a shift who reports within one (1) hour of the call, shall be paid on the same basis as if such employee had worked the entire shift.

When an employee is called in for reasons other than to replace an absentee and does report for work, the employee will be paid his regular hourly rate of pay plus shift and weekend differential, if applicable, for time actually on duty or a minimum of two (2) hours, whichever is greater.

Section 12. Deviations from several provisions of the Agreement between Bay Medical Center and Local 688 must be made to accommodate those employees who work a twelve (12) hour day. These provisions and deviations are listed below:

The standard work day for the employees covered under this Agreement shall consist of twelve (12) hours in a twenty-four (24) hour period.

The starting and quitting times will vary depending upon the need and the area utilizing this schedule.

A 9% per hour shift differential is paid during the hours of 3:00 p.m. and 7:30 a.m. For employees whose shift begins at or after 5:00 a.m., shift differential is paid beginning at 3:00 p.m.

For twelve (12) hour shift employees, a weekend differential, if applicable, will be paid for shifts beginning on or after 7:00 p.m. Friday and for all hours worked until 7:00 p.m. Sunday.

Overtime is paid at one and one-half (1.5) times the employee's base hourly rate for hours worked as follows:

- i) Those continuous hours worked in excess of twelve (12) hours.
- ii) In excess of twelve (12) hours worked in any twenty-four period beginning at 11:00 p.m.; or
- iii) In excess of forty (40) hours worked in the seven (7) consecutive days which constitute a work week.

Overtime premium shall not be paid when more than twelve (12) hours are worked in a twenty-four (24) hour period, as a result of employees trading shifts for their own convenience.

BENEFITS

ETO Hours: The formula will remain the same. The employee will be paid in increments of twelve (12) hour days, when applicable; provided the hours are available.

Holiday Program

Hours Worked: The holiday is defined as the shift worked in which the majority of the hours are on the actual holiday, i.e., 12:00 midnight to 12:00 midnight. There will be no pyramiding of overtime and holiday pay.

Bereavement Leave of Absence

The regular scheduled day will be twelve (12) hours, and the employee will receive a twelve (12) hour bereavement day(s), when applicable.

Jury Duty

The regular scheduled day will be twelve (12) hours, and the employee will receive a twelve (12) hour jury duty day, when applicable.

Any provisions not mentioned above, which may be affected by this work day/work week, may be reviewed by the Medical Center at the time of the occurrence, and will be discussed with the Union.

In addition, when a nine (9), ten (10) or eleven and one-half (11.5) hour day schedule is utilized, wherever applicable, nine (9), ten (10) or eleven and one-half (11.5) hours will be used in lieu of twelve (12) hours.

ARTICLE XVIII

STRIKES AND LOCKOUTS

Section 1. Adequate procedure having been provided for the equitable settlement of any grievance arising under this Agreement; the Grievance Procedure set forth in this Agreement provides the sole remedy for the settlement of employees' grievances. The parties hereto agree that there shall be no suspension of work through strikes, slowdowns, lockouts, or otherwise, during the life of this Agreement.

No employee or employees shall directly or indirectly take part in or cause or attempt to cause any strike of any sort whatsoever either complete or partial against the Medical Center. Furthermore, they shall not engage either directly or indirectly in any complete or partial stoppage of work, slowdown, boycott, demonstration, picketing, refusal to perform reasonably assigned work or interference of any sort whatsoever with any of the normal operations of the Medical Center or any conduct which causes or results in such interference.

Any employee or group of employees who engage in any of such prohibited conduct shall be subject to discharge and the Union agrees not to oppose such action. However, it is understood that the Union shall have recourse to the Grievance Procedure as to matters of fact in the alleged participation of such employee.

Section 2. The Union agrees that neither it nor any of its representatives or members shall either directly or indirectly authorize, permit, assist, encourage, condone, or in any way participate in or lend support to any of the conduct which is prohibited by "Section 1 above"; and the Union further agrees that it will use its best, honest efforts to prevent any such prohibited conduct.

Section 3. In the case of any strike, slowdown, or other suspension of work not authorized by the Local Union, or any of their officers, the Medical Center agrees that neither the International Union, the Local Union, nor their officers shall be liable for damages, provided that the Union shall promptly and in good faith use every reasonable means at its disposal to bring about a resumption of normal operation.

Section 4. The Medical Center agrees that it will not lock out its employees.

ARTICLE XIX

HEALTH CARE PROGRAM

Section 1. -Effective January 1, 1996, employees are eligible for Comprehensive Major Medical and Dental Care Insurance (for effective date of coverage, see Section 2) for the employee and the employee's family (i.e., spouse and unmarried I.R.S. dependent children until December 31st of the year in which the children celebrate their nineteenth birthday for Dental; and their twenty-fifth birthday for Comprehensive Major Medical).

Section 2. Coverages:

A. To receive the following coverages, an employee must enroll in these programs at one of the following times:

1. Time of hire;
2. The initial re-enrollment period; or
3. When status changes from Part Time to Full Time*; or
4. The next annual open enrollment period.

*However, if an employee drops medical coverage in any calendar year, he can only enroll again if other medical coverage has been lost or during the annual open enrollment period.

B. Any changes in the employee's coverage must be made in writing to the Benefit Section of the Human Resources Department within 30 calendar days of the event causing the change. For example, a spouse must be enrolled within 30 days of the wedding; a new child must be enrolled within 30 days of the birth. In the event that an employee loses other insurance coverage, the employee must provide written proof of the loss of coverage to Human Resources within thirty (30) days. If an employee fails to notify Human Resources within thirty (30) days, enrollment in the Medical Center's Comprehensive Major Medical and Dental Care Insurance will be delayed until the next annual open enrollment period.

C. Effective January 1, 1996, or the first day of the month following the employee's date of hire, whichever is later, the employee is eligible for Comprehensive Major Medical insurance. The employee is required to pay the full cost for this coverage (for a maximum of six payments) during the first 90 calendar days of employment. After that period the Medical Center pays a portion of the total monthly cost for the coverage in accordance with the premium contribution schedule in Section 4.

Section 3. Coverages:

A. The Comprehensive Major Medical Program is intended to provide for most inpatient hospital visits, as well as many outpatient services and emergency situations. The Medical Center may require pre-certification of inpatient and outpatient services.

For regularly covered services, as defined in the summary plan description, received at the Medical Center or Bay Health Systems providers and physicians, there is an annual deductible amount of \$100.00 per covered person (subject to a limit of three [3] per family or \$300.00 per year) before benefits are paid for regular covered services under the Comprehensive Major Medical Program and then 100% of all covered charges from these providers are paid under the Comprehensive Major Medical Program.

In the event an employee or dependent covered by this program "chooses" to receive regular covered services, as defined in the summary plan description, at a facility or provider other than the Medical Center or a Bay Health Systems physician or provider, there is an annual deductible amount of \$250.00 per covered person (subject to a limit of three [3] per family or \$750.00 per year) before benefits are paid for regular covered services under the Comprehensive Major Medical Program. After this annual deductible is paid, covered charges are paid under the Comprehensive Major Medical Program subject to the following co-insurance payment requirements:

1. VHA+ Providers and Physicians

80% of the next \$5,000.00 of covered charges per covered person (the employee must pay the remaining 20% or \$1,000.00 per covered person, subject to a limit of \$3,000.00 per family per year).

2. Non-Preferred Providers and Physicians

50% of the next \$7,500.00 of covered charges per covered person (the employee must pay the remaining 50% or \$3,750.00 per covered person, subject to a limit of \$11,250.00 per family per year).

The Comprehensive Major Medical Program will pay 100% of any further covered charges from VHA+ or Non-preferred providers for the remainder of the year after the employee has paid the annual deductible and the co-insurance payment maximums. Co-insurance payments from either the VHA+ or the Non-preferred Provider category may be combined to satisfy the co-insurance payment maximum of either category.

"Chooses" means:

- (i) The hospitalization is not of an emergency nature and is not a further hospitalization on account of what was an initial emergency hospitalization; and
- (ii) A physician of choice with privileges at the Medical Center is available. In the event there is an issue of availability, the involved employee will give the Human Resources Department a reasonable opportunity to resolve that issue so that the physician is available.

An employee, spouse or IRS dependent covered by this program admitted to the Medical Center (in-patient or ambulatory surgery, as applicable) shall:

- (i) receive telephone and television without charge;
- (ii) receive necessary ambulance service to and from the Medical Center without charge;
- (iii) receive a private room without charge provided one is available at the time of admission in the unit to which he or she would be assigned;

An employee, spouse, or IRS dependent covered by another Hospital/Medical insurance program shall receive the above benefits. The Medical Center may bill the other insurance program for reimbursement and adjust any balances.

B. The Dental Care Plan:

Effective the first day of the month following completion of one year of employment, the employee is eligible for Dental Care Coverage. The Medical Center pays a portion of the total monthly cost for the coverage in accordance with the premium contribution schedule in Section 4.

- C. The actual extent and conditions of enrollment and coverage for Comprehensive Major Medical, Dental Care Insurance and the Prescription Drug Plan are governed by and subject to the complete terms of the master policies at all times.

Section 4. Premium Contributions: The Medical Center and the employee will each contribute to the monthly premium for the employee's Comprehensive Major Medical and Dental Care Insurance programs. These amounts or percentages will be based upon the employee's number of scheduled hours as reflected in the Human Resource records and may change because of changes therein, effective the first of the month following the change.

- A. Full-time employees (35 scheduled hours per week or more) premium contributions:

(1) Comprehensive Major Medical Program

Effective February 1, 1996 (payment due January, 1996):

Single coverage - \$10.00 per month
Two person coverage - \$20.00 per month
Family coverage - \$30.00 per month

(2) Dental

Effective February 1, 1996 (payment due in January, 1996):

Single coverage - \$2.50 per month
Two person coverage - \$3.75 per month
Family coverage - \$6.25 per month

(3) Effective each January (beginning January, 2000) the Medical Center will review the difference between the premiums between the two (2) previous July premiums (e.g. the difference between the premium implemented July 1998, and July 1999). In the event the premium was increased or decreased during that year, the premium contributions for Comprehensive Major Medical and Dental will be increased or decreased based upon fifty percent (50%) of the difference, and will be added to or subtracted from the current level of contribution based on the employee's type of coverage. However, this amount will be capped at no more than 50% of the current level of premium contribution and will not be less than the current levels of contribution, i.e.:

	Amount Per Month	
	<u>Comprehensive Major Medical</u>	<u>Dental</u>
Single Coverage	\$10.00	\$2.50
Two Person Coverage	\$20.00	\$3.74
Family Coverage	\$30.00	\$6.24

Payment will be made beginning in December for an increase effective in January.

B. Part-time employees premium contributions (Comprehensive Major Medical and Dental Insurances):

<u>HOURS WORKED</u>	<u>PERCENT OF THE FULL PREMIUMS PAID BY BAY MEDICAL CENTER</u>	<u>PERCENT OF THE FULL PREMIUMS PAID BY EMPLOYEE</u>
32	80%	20%
30	75%	25%
24	60%	40%
20	50%	50%
16	50%	50%

The Medical Center's contribution toward such coverage includes the Comprehensive Major Medical and Dental coverages. This contribution includes coverage for the employee, the spouse, IRS dependent children until December 31 of the calendar year in which they celebrate their nineteenth birthday, and family members enrolled in the family continuation (excluding Dental coverage) provided the employee has enrolled same in such programs. If the employee enrolls family members as sponsored dependents, the employee pays 100% of the premium for that option. Sponsored dependents are family members, other than the employee's spouse, who are 25 years of age or older.

C. Employee contributions will be made by the means of pre-tax dollars under a plan established by the Medical Center.

Section 5. Prescription Drug Plan: The prescription drug plan is limited to prescriptions dispensed at the Bay Medical Center Pharmacy. An employee, the employee's spouse, and eligible IRS dependents are

covered by the Medical Center's prescription drug plan on the following co-payment basis for prescriptions dispensed at the Bay Medical Center Pharmacy:

- A. \$5.00 per prescription for generic and contract purchased drugs; and
- B. \$10.00 per prescription for all other drugs.

For any prescription dispensed other than at the Bay Medical Center Pharmacy, there is no payment by the Medical Center, and the entire amount paid by the employee is subject to the annual deductible and co-insurance requirement applicable to non-preferred procedures and physicians. Prescriptions co-payments are not reimbursable under the Comprehensive Major Medical Plan. The coverage becomes effective after one year of employment.

Section 6. An employee may not have duplicate coverage under the Medical Center's Comprehensive Major Medical or Dental Care programs in the event that the employee receives coverage under the Medical Center's Comprehensive Major Medical or Dental Care programs through another Medical Center employee.

Section 7. Preferred Provider Organization. The Medical Center may make available, as an alternative to the Comprehensive Major Medical Insurance, provided for in Section 1, above, a PPO program, participation in which shall be at the sole option of each eligible employee.

Section 8. For both employees who do participate in the Medical Center's Comprehensive Major Medical Program and for those who do not, \$200.00 will be deposited in that employee's Wellness Account, to be used over a two year period of time. In addition, \$100.00 will be deposited in an account for the employee's family (i.e. spouse and unmarried I.R.S. dependent children until December 31 of the year in which the children celebrate their nineteenth birthday) to be used over a two (2) year period of time.

Any changes from current coverage will be effective January, 1999 (for eighteen months).

ARTICLE XX

LIFE AND LIABILITY INSURANCE

Section 1. Employees become eligible on the first day of the month following ninety (90) calendar days from the employee's most recent date of hire.

Section 2. The amount of life insurance is as follows:

Employees scheduled* 35 or more hours per week	\$20,000
Employees scheduled* 32 hours per week	16,000
Employees scheduled* 24 hours per week	12,000
Employees scheduled* 20 hours per week	10,000
Employees scheduled* 16 hours per week	8,000

*as indicated in the Human Resource records at the time of occurrence.

Section 3. Employees may purchase, at their expense, additional life insurance as it is offered by the insurance carrier. This option is available at the employee's time of hire or during an open enrollment period.

Section 4. Benefit eligibility during a leave of absence is contingent upon the type of leave. Reference is made in Appendix I of this Agreement relative to benefit eligibility.

Section 5. An employee, upon terminating his employment with the Medical Center, may exercise the options to convert such life insurance policy as are provided by the insurance carrier.

Section 6. The Medical Center shall continue to provide, at its expense, suitable comprehensive personal liability insurance for all employees covered by this Agreement. Such coverage pertains to claims which are a direct result of employment with Bay Medical Center.

Section 7. The actual extent and conditions of coverage for the insurance plans are governed by and subject to the complete terms of the master policies at all times.

ARTICLE XXI

EARNED TIME OFF PROGRAM

A. Eligibility and Accrual

1. Earned time off (ETO) is time for which an Employee becomes eligible to be away from work with pay. Earned time off is granted by the Medical Center in lieu of vacation days, holidays, and paid sick/personal days.
2. An Employee will begin accruing ETO hours at the start of the pay period after the completion of the ninety (90) calendar day probationary period. Earned time off hours are available for use in the pay period after they are accrued.
3. ETO is accrued as follows:

<u>Years of Service</u>	<u>Maximum Accrual Earned Time Off</u>	<u>Maximum Accrued Hours Per Pay</u>	<u>Accrued Hours Per Hours Paid</u>
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Employees hired before February 4, 1999:

After the employee completes:

90 days-5 yrs	204 hours/year	7.85	.0981
5-10 yrs	244 hours/year	9.38	.1173
10-15 yrs	284 hours/year	10.92	.1365
15 yrs or more	300 hours/year	11.54	.1443

Employees hired after February 4, 1999:

After the employee completes:

90 days-2 yrs	164 hours/year	6.31	.0789
2-5 yrs	192 hours/year	7.38	.0923
5-10 yrs	244 hours/year	9.38	.1173
10-15 yrs	284 hours/year	10.92	.1365
15 yrs or more	300 hours/year	11.54	.1443

B. General Conditions

1. Earned time off should be requested before the posting of the work schedule, except for illness or justified emergency, and the request must be in writing on the appropriate form.
2. Earned time off in excess of two (2) calendar weeks will not be granted unless prior written approval is given by the appropriate Director or designee.

3. Requests for ETO, due to illness, emergency, etc., of less than twenty-four (24) hours prior notice will count as an absence on the employee's absenteeism record. Employees may be requested to provide a physician's statement or other documentation even though they receive pay for the day.
4. An Employee must have enough ETO hours available to cover a request to be away from work at the time the hours are actually to be taken. This section applies primarily to the approval of vacation time in advance by a supervisor when ETO hours are accrued. If the Employee does not have enough hours to cover the time off when the ETO is actually to be taken, the Employee must again receive supervisory approval to take time off not covered by ETO. The Medical Center, however, will permit an Employee to take ETO time approved in advance on an unpaid basis if the Employee does not have enough ETO hours to cover the time off because he has used his earned time off hours to receive pay for HC hours or days or leave of absence.
5. Employees may accumulate unused ETO, up to two (2) times their "Maximum Accrual Earned Time Off" as indicated in Part A, 3.
6. Employees are paid ETO on the basis of his daily scheduled hours and must be a minimum of one (1) hour.
7. Employees are required to use ETO to cover any request for absence away from work, with the following exception:
 - *for voluntary or mandatory hospital convenience (HC)
 - *if the ETO balance is sixteen (16) hours or less
 - *for holiday pay (see Part E, 2)
 - *when an employee obtains an approved replacement. If the Medical Center has reason to believe that an employee is abusing the ability to find his own replacement, the Medical Center and Union will meet to discuss the matter and make scheduling adjustments as necessary.
8. An employee will be paid only for accrued ETO hours. The Medical Center will not grant requests for advance payment on accrued ETO hours.
9. Earned time off pay shall be computed on the basis of the employee's base hourly rate (straight time) only (excluding differentials).
10. Employees may take ETO to cover arriving late and leaving early from work if approved by supervision and if unworked remaining hours are one (1) or more.
11. Earned time off is not considered hours worked for the purpose of calculating overtime.
12. Earned time off hours sold back or used to supplement lost hours while receiving sickness and accident payment will not

be considered hours worked and will not count toward the further accrual of ETO.

13. Adjustments will be corrected retroactively up to six (6) pay periods from the date of the error when brought to the attention of the Payroll Department.
14. The ETO program does not apply to time off for jury duty under Article X or to time off for bereavement leave under Article X.

C. Request Periods

1. Vacation Requests

a. Weeks of vacation entitlement are determined as follows:

Upon completion of:	Time off eligibility:
6 months of service1 week*
1 year of service1 week*
2 years of service2 weeks per year
5 years of service3 weeks per year
10 years of service4 weeks per year

*If the Employee prefers, he may combine the vacation weeks earned in the first year of service in order to take a two week vacation after one year of employment.

b. Earned time off requests in any year for the period May 1 through October 31 must be submitted between March 1 and March 10 and will be answered by March 31. Earned time off requests in any year for the period November 1 through April 30 of the following year must be submitted between September 1 and September 10 and will be answered by September 30. Earned time off requests may be granted for the requested time off when scheduling permits, based on the employee's Medical Center-wide seniority within the unit. Vacation requests during critical vacation periods will be answered, but may be with tentative approval or denial.

c. Earned time off requested after the request period stated above may be granted on a first-come, first-served basis, regardless of seniority, at a time which does not conflict with the ETO of another employee, and when scheduling permits. Such requests will be answered in 15 calendar days of being submitted.

d. The first full week of May through September 10 is a critical period for ETO scheduling. If ETO is requested during this period, a maximum of two (2) weeks ETO may be scheduled for this time period, unless scheduling permits otherwise.

November 15 through November 30 together with December 20 through January 5 is considered another critical period. If ETO is requested during this period, ETO of up to one (1) week, including a maximum of one (1) holiday, may be

scheduled for this time period, if scheduling permits. An employee who requests and is granted ETO during this time period in one (1) year may not be considered if a request is made for the following year, unless there are no other requests or if scheduling permits.

- e. Should an employee be injured or become ill and receive sickness and accident benefits immediately prior to his scheduled vacation time, he shall be permitted to change his vacation to a subsequent date which will not conflict with vacations scheduled by other employees.

Vacation schedules will be made available upon request.

- f. Employees successfully applying for postings or Employees returning from leaves of absences and as a result are transferred from one department/area or shift to either another department/area or shift who have approved ETO may have to change the time off, regardless of Medical Center seniority within the department/area or shift being transferred into.

2. Other Requests

Other requests are granted at the discretion of the Medical Center, by seniority, provided that appropriate notice is given and scheduling permits.

D. Sick

1. Employees are required to notify their supervisor of their absence as soon as they are aware they will be unable to report for duty; and according to departmental guidelines.
2. Employees must furnish satisfactory evidence of disability when requested.
3. ETO hours will be used, unless the employee requests otherwise, to cover the first week of absence due to on the job illness or injury.
4. Employees must use ETO to cover scheduled days during the four (4) day waiting period before sickness and accident plan benefits begin (if hours are available).
5. After the employee starts to receive sickness and accident benefit payments, the employee may elect to use ETO hours during a disability leave to supplement sickness and accident benefits and allows the employee to receive up to 100% of his regular pay. ETO hours used for this purpose will not be considered hours worked and will not count toward the further accrual of ETO.
6. The Medical Center and the Union recognize there are occasions when there is a reasonable doubt when an employee has called in under the following circumstances:

- a. When the legitimacy of illness is questioned by the Medical Center;
- b. When accrued earned time off hours for sickness are requested on days for which the employee failed to request time off in advance;
- c. When accrued earned time off hours for sickness are requested on days for which the employee was denied his prior request for Hospital Convenience time off on those days; and
- d. When accrued earned time off hours for sickness are requested on a day for which the employee was denied his request for vacation or the use of earned time off hours for personal reasons on that day, unless the employee provides medical verification of the illness, which is acceptable to the Medical Center.

The Medical Center agrees to notify the Union of individuals who call in under these circumstances. If it is determined between the Medical Center and the Union that the employee has abused the intent of the ETO program, the Medical Center will deduct an amount equal to the employee's daily scheduled hours, from his ETO bank, with a subsequent occurrence of any of the circumstances listed in 1-4 above. This is in addition to the ETO hours that are paid to the employee when the employee has called in.

In the event the employee does not have sufficient ETO hours available, the Medical Center and the Union will determine the appropriate action to take.

Individuals identified under these provisions will be covered for the remainder of the attendance year or six (6) months, whichever is greater.

E. Holidays

Definition of Holiday. The Holiday is defined as the shift beginning on or after 10:00 p.m. on the eve of the calendar date of the holiday and ends twenty-four (24) hours later. There may be times when the Administration implements a holiday schedule on a day(s) other than the holiday. In this case, the holiday worked is always paid on the actual holiday.

1. Earned Time Off Pay for Holidays. Employees may use ETO pay for the following holidays:

New Year's Day	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas
Independence Day	Floating Holiday (designated by the Medical Center; straight time pay)

All seniority employees scheduled to work sixteen (16) hours or more per week, as indicated in the Human Resources records, are eligible to be paid Earned Time Off hours according to his daily scheduled hours.

2. Holiday/ETO Pay Option

For holiday worked or when scheduled off, including the Floating Holiday, an Employee will automatically be paid according to his daily scheduled hours, provided that the Employee has the accrued ETO hours available. An Employee may elect not to be paid ETO hours. The Employee must make this election in writing and must be received in the payroll department no later than the Friday before the pay ending date in which the holiday occurs.

Employees assigned voluntary or mandatory HC on the actual holiday will automatically receive payment of earned time off hours, unless a request is made to not be paid as indicated above.

3. Earned time off hours for a holiday will not be paid to an Employee who is:

- a. On a disciplinary suspension;
- b. Laid off before the holiday;
- c. On a leave of absence (unless specifically requests to be paid);
- d. Receiving benefits under the Sickness & Accident Program (unless specifically requests to be paid);
- e. Within the probationary period.

4. Holiday Worked. Employees shall be required to work holidays on a fair, rotating basis.

- (a) In addition to earned time off hours paid for a holiday, all holiday hours worked, except the Floating Holiday, are paid at the rate of two times the Employee's base hourly rate of pay (plus applicable shift and weekend differentials which are paid at the straight time rate). If overtime hours as defined in article XVII, Section 8) are worked on a holiday (as defined above), the Employee will receive an additional one-half time his base hourly rate of pay.
- (b) All employees hired after January 1, 1993, will receive one and one-half times the base hourly rate of pay for all holiday hours worked, except the Floating holiday, (plus applicable shift and weekend differentials [see Article XXX] which are paid at the straight time rate) in addition to earned time off hours paid for a holiday. If overtime hours (as defined in Article XVII, section 8) are worked on a holiday (as defined above), the Employee will receive an additional one-half times his base hourly rate of pay.
- (c) For employees hired between January 1, 1993 and February 3, 1999: Effective the first of the pay following the completion of 36 months, the employee will be eligible for holiday worked pay at two (2) times their base hourly rate of pay (plus applicable shift and weekend differentials [see Article XXX]

which are paid at the straight time rate) in addition to earned time off hours paid for a holiday. If overtime hours (as defined in Article XVII, section 8) are worked on a holiday (as defined above), the Employee will receive an additional one-half times his base hourly rate of pay. For employees who have completed 36 months by 2/04/99, the holiday worked at two (2) times is effective beginning that date.

(d) For employees hired after February 4, 1999: Effective the first of the pay following the completion of 48 months, the employee will be eligible for holiday worked pay at two (2) times their base hourly rate of pay (plus applicable shift and weekend differentials [see Article XXX] which are paid at the straight time rate) in addition to earned time off hours paid for a holiday. If overtime hours (as defined in Article XVII, section 8) are worked on a holiday (as defined above), the Employee will receive an additional one-half times his base hourly rate of pay.

5. To be eligible to be paid earned time off hours for a holiday not worked, the Employee must have worked at least four (4) hours of his last scheduled work day prior to, and of his next scheduled work day following the holiday or have been on an approved sick day or an approved day off. If an Employee is scheduled to work on a holiday and fails to report for work, earned time off hours will not be paid unless the absence is for a reasonable cause, such as illness, death in the immediate family, or other personal emergency, or unless the Medical Center, for staffing or other business reasons, has authorized the employee to be absent on that scheduled holiday. If an employee is scheduled to work on a holiday and fails to report for work within the first two (2) hours of that scheduled holiday, the employee will be treated for the purpose of this Section as absent without a reasonable cause and will be paid earned time off hours. If a holiday falls during the employee's vacation, the employee will be paid earned time off hours for that holiday, provided the earned time off hours are available.

Holidays falling on days taken for illness, as opposed to personal time off or time off for sick leave under the Sickness and Accident Program, shall be paid.

1. Employees may request additional days off no later than fifteen (15) days before the posting of the schedule.
2. When the schedule is prepared and when it is determined that additional days off still need to be granted:
 - A) The employee(s) on the unit and shift whose hours are less than forty (40) per week - as indicated in the Human Resources records - will not be assigned to work more than those hours per week within the pay period, provided there is adequate coverage on that unit/area and shift and;
 - B) As needed, employee(s) scheduled to work more than sixteen (16) hours per week with the least amount of

classification seniority on the shift and in the unit/area will each be assigned one additional day off within the pay period in which the holiday falls. (This paragraph excludes those employees who have been assigned the holiday plus their regular scheduled days off. However, after the schedule is posted and there is still a need to assign additional days off those days will be assigned by scheduling the employees off who have the least amount of classification seniority on the shift and in the unit/area.)

When the days are assigned as additional days off for the holiday, they will be classified as hospital convenience (HC) days.

With respect to Nursing Service Clerks and PCAs/Nursing Assistants only, the special rule set out in Article XXVIII, Section 1, shall apply.

3. It is recognized that staffing and census frequently change for various reasons. Therefore, after the schedule is posted and it is determined that:
 - A) Additional days off need to be assigned, the procedure as outlined in 2. B. above will continue or
 - B) It is necessary to have an employee(s) work on the day assigned off. If this occurs, then the employee(s) will be called in to work that day in inverse order if more than one employee has been assigned off that day.

F. Buy Back

1. An Employee may request to be paid unused ETO hours, provided the Employee has accrued unused ETO hours equal to at least 50% of his annual maximum number of ETO hours (before the hours are requested). However, the payment cannot reduce the hours below 50% of the annual maximum.
2. The opportunity to "buy back" unused hours will occur only at the time of the Employee's anniversary date. New employees must wait one full year from date of hire before being eligible to buy back unused ETO hours.
3. A buy back of ETO hours will not be considered hours worked and will not count toward the further accrual of ETO.
4. An Employee must request payment of unused ETO hours by completing the "Buy Back ETO Hours" form. The form must be completed thirty (30) days before the Employee's anniversary date and must be approved by the Employee's Director or designee. Payment for ETO buy back by the Employee will be at 100% of the Employee's base hourly rate of pay at the time the payment is made.

5. The maximum number of hours that may be requested are:

<u>Scheduled Hours</u>	<u>Maximum Number</u>
40	80
36	72
32	64
30	60
28	56
24	48
20	40
16	32

and further provided that the payment does not reduce the new balance to less than 50% of the annual maximum allowable.

The minimum number of hours that may be requested are eight (8) hours.

G. Termination

An Employee who terminates his employment with the Medical Center will be paid for 100% of accrued ETO hours as of the date of termination at the Employee's base hourly rate of pay. An Employee who is discharged for cause or who fails to give proper notice of termination, except in emergency situations, (as determined by the Medical Center) will receive 50% of his accrued ETO hours as of the date of termination at the Employee's base hourly rate of pay. In case of death, the ETO hours are paid to the Employee's estate.

An employee who provides proper notice but "calls in" during the fourteen (14) day notice period, will be considered as not providing proper notice, will not be paid ETO for the call-in and will receive 50% of his accrued ETO hours.

ARTICLE XXII

SICKNESS AND ACCIDENT INCOME PROTECTION PROGRAM

Employees who have attained one (1) year of seniority are eligible for the Sickness and Accident benefit on the following basis:

To receive Sickness and Accident Benefits, the employee must be unable to perform his regular duties, and he must be actively receiving medical treatment.

Schedule of Benefits

Benefits begin 5th calendar day of
absence due to disability

Maximum duration of benefits 26 weeks

Benefit percentage 70% for first 13 weeks
. 50% for next 13 weeks

Employees hired after
January 1, 1993 50% for 26 weeks

For employees hired after 2/04/99, the employee has a one (1) year wait and then is eligible to receive 13 weeks of benefits at 50% for a 36 month period. Effective the first of the pay following 36 months, the employee is eligible to receive 26 weeks of benefits at 50%.

Maximum Benefit. \$550 per week
(provided the employee does not receive in excess of 100% of pay based on scheduled hours (as reflected in the Human Resources records) x current based hourly rate) if it is determined that employees are receiving more pay than their entitlement, the Medical Center reserves the right to reopen this portion of the Article for purposes of discussing pay back of the overpayment.

Benefit Calculation

Weekly
Sickness and
Accident Benefit = Hours Scheduled per Week x current
(40 hour maximum) base x benefit
(as indicated in the hourly percentage
Human Resources record rate
at the time of occurrence)

Available earned time off hours must be used during the waiting period in order to minimize any loss of income.

The actual extent and conditions of coverage for Sickness and Accident Benefits shall not be changed without mutual consent of the parties is governed by and subject to the complete terms of the Master Policy at all times.

ARTICLE XXIV

MAINTENANCE OF DISCIPLINE

Section 1. The Medical Center will establish and publish reasonable rules and regulations governing the conduct of employees, as are necessary for the proper and safe operations of the Medical Center and the proper care of patients.

Section 2. Disciplinary warnings and actions by the Medical Center may be appealed through the Grievance Procedure.

Section 3. The Medical Center shall notify the Steward in writing within seventy-two (72) hours, giving the reason for such discharge or suspension.

Section 4. The Union may object within ten (10) calendar days of their publication to any rules or regulations it considers unreasonable or in conflict with other provisions of the Agreement; subject to the Grievance Procedure.

ARTICLE XXVI

MISCELLANEOUS

Section 1. This Agreement is subject to government laws and in the event that any provision of this Agreement shall at any time be held contrary to law by a Court of competent jurisdiction from which final judgment or decree no appeal has been taken within the time provided thereafter, such provisions shall be void and in operative, however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

The Employer may take any action necessary to reasonably accommodate a disabled applicant or employee or to otherwise comply with the Americans with Disabilities Act or the Michigan Handicappers' Civil Rights Act, notwithstanding any other provision of this Agreement.

Section 2. The Medical Center will provide to the Union a bulletin board located on the first floor to be used by the Union. All notices to be posted on the bulletin board shall be presented to the Human Resources Department for posting.

Section 3. The parties recognize that several volunteer organizations and workers perform services in the Medical Center that are a valuable and necessary contribution to the welfare of patients and the operation of the Medical Center, and that in no way interfere or conflict with the duties or privileges of the employees. Such services will continue and shall in no way be affected by the terms of this Agreement.

Section 4. Notice of Termination of Employment. Before terminating their employment with the Medical Center, all employees covered by this Agreement shall give at least two weeks' written notice thereof to the Medical Center. Except in emergency situations, failure to give the two week notification will result in the forfeiture of 50% of his accrued earned time off hours. An employee who provides proper notice but "calls in" during the fourteen (14) day notice period, will be considered as not providing proper notice, will not be paid ETO for the call-in and will receive 50% of his accrued ETO hours.

Except for probationary employees, the Medical Center shall give an employee at least two weeks' notice of termination, or two weeks' pay in lieu thereof. This notice requirement shall not apply where an employee is discharged for just cause.

Section 5. Insurances. The Medical Center reserves the right to change health carriers or to be self-insured providing the Medical Center maintains comparable benefits. The Union will be notified a minimum of four (4) weeks prior to the implementation of such changes.

Section 6. Employees who work for one (1) hour or more beyond the regularly scheduled shift shall be provided with a non-paid lunch period if requested.

Section 7. Each employee covered by this contract, whether on or off the active payroll of the Medical Center, must keep the Medical Center currently advised of his correct mailing address and of his telephone number, if any. In the case of any employee on the Medical Center's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the appropriate form in the employee's department or the Human Resources Department. In the case of an employee off the active payroll, such notice shall be given in writing by registered or certified mail. The Medical Center shall be entitled to rely upon the last address and telephone number furnished by the employee in the event of layoff, recall, or any other reason for notification for this Agreement.

Section 8. Reasonable requests by employees to review their personnel files during normal business hours will be granted.

Section 9. Payment of wages shall be made bi-weekly. At the employee's option, he may have his paycheck mailed to his home, to his bank or to a post office box; or he may pick it up in the office designated by the Medical Center after 3:00 p.m. on the Thursday preceding pay day, and during the day on pay day (the first Friday following the end of the pay period) and in an office designated by the Medical Center on the following Monday.

During the life of this Agreement, the Medical Center may revise the paycheck distribution practice to give the option of either electronic transfer or to be picked up in an office designated by the Medical Center.

Section 10. When applicable, wherever used in this Agreement, the use of masculine or feminine pronouns with reference to an employee refers to either sex.

Section 11. Temporary Employee

A temporary employee is a newly hired employee employed on a temporary basis for no longer than ninety (90) calendar days, unless there are extenuating circumstances in which event, the period of temporary employment may be extended another forty-five (45) calendar days. The Union will be advised in writing of all such extensions.

As of the ninetieth day (or one hundred thirty-fifth day due to an extension) of employment, the temporary employee's status will be changed from temporary to seniority status, as per Article V, Section 3, and the period of temporary employment will be considered the probationary period.

If less than ninety (90) calendar days have been worked on a temporary basis, and the employee's status is changed, the number of days will be credited to the probationary period.

The temporary employee's employment will be terminated as of the ninety-first (or one hundred thirty fifth) day unless he has been changed to seniority status.

If, between the end of temporary employment and the beginning of the seniority employment, service is not interrupted by a break of more

than fourteen (14) calendar days, the credited service will be calculated from the date of hire as a temporary employee. The same date will also be used in determining eligibility for all fringe benefits, wage increases, etc.

The preceding applies to those employees who remain in the classification in which they were hired on a temporary basis.

If an employee accepts a regular position in a classification other than the classification in which he was hired on a temporary basis, the date of hire will be the date of regular employment.

ARTICLE XXVIII

LAYOFF AND RECALL

Section 1. When a reduction in the working force is necessary, employees shall be laid off in accordance with classification seniority; that is, the employees with the least classification seniority within the classification affected, shall be laid off first, etc., provided the employees remaining can perform the required work.

When the census is low, as an alternative to temporarily laying off the employees, the Supervisor/Director may require the least senior employee by classification on the shift and in the unit/area involved to take time off for "Hospital Convenience". For those employees taking time off, the supervisor will mark their timekeeping records HC (Hospital Convenience) and for benefit purposes such as credit toward earned time off, progression on the wage scale, and retirement, the hours taken off for Hospital Convenience will be credited as hours paid. Procedure - a notice will be posted if the Supervisor/Director decides the Hospital Convenience time off will be the next day from the date of decision so that employees may volunteer for time off. If Hospital Convenience time off is decided on the day the Hospital Convenience time off is to be taken, the least senior employee by classification on the shift and unit/area involved will take time off.

Whenever HC is required, the Medical Center will make a reasonable effort to give the involved employee advance notice. If no notice is received and the employee reports for work and is then sent home, he will receive one (1) hour's pay, including any applicable differentials, but not more than three (3) times in a contract year.

Notwithstanding the foregoing, when it is determined on a particular day that HC must be assigned to a Nursing Service Clerk or to a Nursing Assistant, then the following procedure will apply:

Clerks:

The least senior Clerk on duty on the day and shift in which the HC must be given will be assigned the HC. The more senior Clerk will then be assigned to the unit where the least senior clerk was assigned, provided the more senior employee is qualified to perform the available work as determined by the Medical Center.

Units excluded from this provision are: Emergency Room, Out Patient, Operating Room Suite, Ambulatory Surgery, Oncology - Chemo Clinic, and the Cardiac Cath Lab.

PCAs/Nurse Assistants:

The least senior Nurse Assistant on duty on the day and shift in which the HC must be given will be assigned the HC. The more senior Nurse Assistant will then be assigned to the unit where the least senior Nurse Assistant was assigned, provided the more senior employee is qualified to perform the available work as determined by the Medical Center.

Units excluded from this provision are: Emergency Room, Surgical Services (i.e., Operating Room, Ambulatory Surgery, Post Anesthesia Care Unit, Pain Management and Outpatient Department), Obstetrics, Critical Care and the Rehabilitation Unit.

For reduction in the work force during a holiday period, refer to Article XXI, Section 4.

When the Union pays stewards for time lost due to meetings with the Administration, the time will be considered as "Hospital Convenience".

Section 2. Whenever any employee is to be laid off, (other than a disciplinary lay off) the Medical Center shall notify the employee and Steward at least twenty-four (24) hours in advance of such layoff, unless such notice is impossible.

Section 3. Laid off employees shall be recalled in accordance with classification seniority in the classification where the recall is made; that is, the employee with the greatest classification seniority in the classification where the recall is made shall be recalled first, etc.

Section 4. When recalling laid off employees, the Medical Center will notify them by certified mail at their last known address. If such employees do not notify the Medical Center within three (3) days from the receipt of such notice that they will report for work on the date specified, or give satisfactory reasons for delay beyond such time, they shall be considered as having quit, and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the Medical Center may call in the next employee in line and he shall be given a minimum of five (5) work days, after which the proper person could come in to work.

Section 5. The Union Stewards, not exceeding eight (8) in number whose names shall be furnished to the Medical Center shall, during their terms of office, be placed at the head of their classification seniority list and shall have top seniority for purposes of layoff and recall only, and provided that in any event they must have the ability to perform the available work. If the Stewards are elected or appointed from their specific classification, it will be assumed that they have the ability to perform the work in that classification.

Section 6. Should any layoffs result from a discontinuance of a department or the reorganization of the Medical Center, the Medical Center agrees that it will protect such laid off employees by offering them employment in bargaining unit classifications, consistent with their ability, before new, inexperienced employees will be hired in such other departments.

In cases of layoff, as set forth in this Section, employees who have been continuously employed by the Medical Center may use their original classification seniority, as adjusted for the time worked in another classification, as defined in Article V, Section 11, and as provided in Article V, Section 5.

Section 7. The Medical Center will continue the Comprehensive Major Medical and Dental insurance of a laid off employee through the end of the month during which the layoff occurs or the month for which the premium was paid, whichever is later. The laid off employee may continue the Comprehensive Major Medical for an additional period until either the employee loses seniority or the layoff is for one (1) year, whichever is earlier, providing the employee pays the Medical Center the premium for such coverage by the fifteenth (15th) of the month prior to the month for which the insurance would apply. The Medical Center will continue life insurance for the laid off employee until the earlier of the employee's loss of seniority or six (6) months of layoff. Thereafter, the employee may continue his life insurance by paying the premium, as above, for an additional period ending with the earlier of the employee's loss of seniority or a total of one (1) year of layoff. In the event the employee fails to pay on time any required premium under this section, the insurance will be discontinued and will not be reinstated as long as the employee is laid off.

ARTICLE XXIX

WAGES

Section 1.

Wage Increases

Level 1A Aide-Dietary/Environmental Services, Aide-Custodian (+40¢), Aide-Distribution, Aide-USA (+4%), Dietary Leader (+6%)

	S	1	2	3	4	5	6	7	*T	T	T	T	T
<u>CURRENT</u>	7.03	7.20	7.34	7.79	8.16	8.54	8.74	9.11	9.26	9.54	9.73	9.93	10.33
<u>EFFECTIVE</u>	S	1	2	3	4	5	6	7	T	T	T	T	T
1/17/99	7.24	7.42	7.56	8.02	8.40	8.80	9.00	9.38	9.54	9.83	10.02	10.23	10.64
<u>EFFECTIVE</u>	S	1	2	3	4	5	6	7	T	T	T	T	T
12/19/99	7.46	7.64	7.79	8.26	8.65	9.06	9.27	9.66	9.83	10.12	10.32	10.54	10.96
<u>EFFECTIVE</u>	S	1	2	3	4	5	6	7	T	T	T	T	T
12/17/00	7.68	7.87	8.02	8.51	8.91	9.33	9.55	9.95	10.12	10.42	10.63	10.86	11.29

* Once an employee has reached this step, he will receive contract increases as negotiated only.

Employees do not move above this step under wage progression.

Level 1B Aide-Diagnostic Imaging, Aide-Rehab, Aide-Special Diagnostics,
Nurse Assistant, SSA

CURRENT	S	1	2	3	4	5	6	7	8	T
	7.93	8.27	8.61	9.04	9.46	9.73	10.14	10.34	10.55	10.97
EFFECTIVE 1/17/99	S	1	2	3	4	5	6	7	8	T
	8.17	8.52	8.87	9.31	9.74	10.02	10.44	10.65	10.87	11.30
EFFECTIVE 12/19/99	S	1	2	3	4	5	6	7	8	T
	8.42	8.78	9.14	9.59	10.03	10.32	10.75	10.97	11.20	11.64
EFFECTIVE 12/17/00	S	1	2	3	4	5	6	7	8	T
	8.67	9.04	9.41	9.88	10.33	10.63	11.07	11.30	11.54	11.99

Level 1C Aide-Central Service, Aide-CS Leader (+6%), Dietary
Office Aide, Phlebot/Lab Asst

	S	1	2	3	4	5	6	7	T
CURRENT	8.27	8.61	9.04	9.46	9.88	10.29	10.97	11.12	11.41
EFFECTIVE	S	1	2	3	4	5	6	7	T
1/17/99	8.52	8.87	9.31	9.74	10.18	10.60	11.30	11.45	11.75
EFFECTIVE	S	1	2	3	4	5	6	7	T
12/19/99	8.78	9.14	9.59	10.03	10.49	10.92	11.64	11.79	12.10
EFFECTIVE	S	1	2	3	4	5	6	7	T
12/17/00	9.04	9.41	9.88	10.33	10.80	11.25	11.99	12.14	12.46

Level ID Cook, Custodian, Storekeeper

	S	1	2	3	4	5	6	*T	T	T	T
CURRENT	8.09	8.27	8.61	8.79	9.23	9.64	9.98	10.74	10.83	11.28	11.73
EFFECTIVE 1/17/99	8.33	8.52	8.87	9.05	9.51	9.93	10.28	11.06	11.15	11.62	12.08
EFFECTIVE 12/19/99	8.58	8.78	9.14	9.32	9.80	10.23	10.59	11.39	11.48	11.97	12.44
EFFECTIVE 12/17/00	8.84	9.04	9.41	9.60	10.09	10.54	10.91	11.73	11.82	12.33	12.81

* Once an employee has reached this step, he will receive contract increases as negotiated only.
Employees do not move above this step under wage progression.

Level 1E OBCA, PCA

	S	1	2	3	4	5	6	7	T
CURRENT	8.27	8.61	9.04	9.46	9.88	10.29	10.97	11.12	11.41

EFFECTIVE	S	1	2	3	4	5	6	7	T
1/17/99	8.64	9.00	9.45	9.89	10.32	10.75	11.46	11.62	11.92
								*2080 INC	

NEW SCALE	HIRE	S	1	2	3	4	5	6	T
& 2080 INC	8.45	8.64	9.10	9.56	10.02	10.48	10.94	11.40	11.92

EMPLOYEES WHO DO NOT RECEIVE A 2080 HOUR INCREASE OR WHO DO NOT MOVE TO THE "NEW SCALE" IN THE FIRST YEAR OF THE CONTRACT WILL RECEIVE A 3% INCREASE EFFECTIVE 12/19/99. (THIS RATE WILL NOT BE ON SCALE AND WILL NOT APPEAR IN THE CONTRACT.)

EFFECTIVE	HIRE	S	1	2	3	4	5	6	T
12/19/99	8.70	8.90	9.37	9.85	10.32	10.79	11.27	11.74	12.28

EMPLOYEES WHO DO NOT RECEIVE A 2080 HOUR INCREASE OR WHO DO NOT MOVE TO THE "NEW SCALE" IN THE FIRST OR SECOND YEAR OF THE CONTRACT WILL RECEIVE A 3% INCREASE EFFECTIVE 12/17/00. (THIS RATE WILL NOT BE ON SCALE AND WILL NOT APPEAR IN THE CONTRACT.)

EFFECTIVE	HIRE	S	1	2	3	4	5	6	T
12/17/00	8.96	9.17	9.65	10.15	10.63	11.11	11.61	12.09	12.65

*NOTE: Employees at \$8.64 will advance to \$9.00 and employees at \$11.46 will advance to \$11.62 the first of the pay following completion of 2080 hours paid.

Level 1F Clerk Nursing

CURRENT	S	1	2	3	4	5	6	7	8	T	
		8.38	8.73	9.07	9.50	10.03	10.54	11.06	11.28	11.51	11.73

EFFECTIVE	S	1	2	3	4	5	6	7	8	T	
1/17/99		8.64	9.00	9.45	9.89	10.33	10.86	11.46	11.62	11.92	12.13
			*2080						*2080		
			INC						INC		

NEW SCALE	S	1	2	3	4	5	6	T	
& 2080 INC		8.79	9.25	9.71	10.17	10.63	11.09	11.55	12.13

EMPLOYEES WHO DO NOT RECEIVE A 2080 HOUR INCREASE OR WHO DO NOT MOVE TO THE "NEW SCALE" IN THE FIRST YEAR OF THE CONTRACT WILL RECEIVE A 3% INCREASE EFFECTIVE 12/19/99. (THIS RATE WILL NOT BE ON SCALE AND WILL NOT APPEAR IN THE CONTRACT.)

8:

EFFECTIVE	S	1	2	3	4	5	6	T	
12/19/99		9.05	9.53	10.00	10.48	10.95	11.42	11.90	12.49

EMPLOYEES WHO DO NOT RECEIVE A 2080 HOUR INCREASE OR WHO DO NOT MOVE TO THE "NEW SCALE" IN THE FIRST OR SECOND YEAR OF THE CONTRACT WILL RECEIVE A 3% INCREASE EFFECTIVE 12/17/00. (THIS RATE WILL NOT BE ON SCALE AND WILL NOT APPEAR IN THE CONTRACT.)

EFFECTIVE	S	1	2	3	4	5	6	T	
12/17/00		9.32	9.82	10.30	10.79	11.28	11.76	12.26	12.86

*NOTE: Employees at \$8.64 will advance to \$9.00; employees at \$11.46 will advance to \$11.62; \$11.62 will advance to \$11.92 the first of the pay following completion of 2080 hours paid.

Level 1G Mechanic 1, Mechanic 1 w/special certification (+\$1.00)

CURRENT	S	1	2	3	4	5	6	T
	9.33	9.87	10.33	10.58	10.93	11.28	12.08	12.82

EFFECTIVE 1/17/99	S	1	2	3	4	5	6	T
	9.61	10.17	10.64	10.90	11.26	11.62	12.44	13.20

EFFECTIVE 12/19/99	S	1	2	3	4	5	6	T
	9.90	10.48	10.96	11.23	11.60	11.97	12.81	13.60

EFFECTIVE 12/17/00	S	1	2	3	4	5	6	T
	10.20	10.79	11.29	11.57	11.95	12.33	13.19	14.00

Level 1H Mechanic 2

CURRENT	S	1	2	3	4	5	6	7	8	9	T
	11.03	11.56	12.08	12.40	12.65	13.13	13.43	13.70	14.22	14.61	14.89

EFFECTIVE 1/17/99	S	1	2	3	4	5	6	7	8	9	T
	11.36	11.91	12.44	12.77	13.03	13.52	13.83	14.11	14.65	15.05	15.34

EFFECTIVE 12/19/99	S	1	2	3	4	5	6	7	8	9	T
	11.70	12.27	12.81	13.15	13.42	13.93	14.24	14.53	15.09	15.50	15.80

EFFECTIVE 12/17/00	S	1	2	3	4	5	6	7	8	9	T
	12.05	12.64	13.19	13.54	13.82	14.35	14.67	14.97	15.54	15.97	16.27

Level 11 Mechanic 3, Mechanic 3 Leader (+6%), Mechanic 3
w/special certification(+\$1.00)

	S	1	2	3	4	5	T
CURRENT	12.18	12.52	12.93	13.40	14.04	14.88	15.18

	S	1	2	3	4	5	T
EFFECTIVE 1/17/99	12.55	12.90	13.32	13.80	14.46	15.33	15.64

	S	1	2	3	4	5	T
EFFECTIVE 12/19/99	12.93	13.29	13.72	14.21	14.89	15.79	16.11

	S	1	2	3	4	5	T
EFFECTIVE 12/17/00	13.32	13.69	14.13	14.64	15.34	16.26	16.59

Level 1J Mechanic 4, Mechanic 4 w/special certification (+\$1.00),
 Mechanic 4 w/license (+\$2.00)

	S	1	2	3	4	T
CURRENT	14.50	15.06	15.61	16.17	16.73	17.28
EFFECTIVE 1/17/99	14.94	15.51	16.08	16.66	17.23	17.80
EFFECTIVE 12/19/99	15.39	15.98	16.56	17.16	17.75	18.33
EFFECTIVE 12/17/00	15.85	16.46	17.06	17.67	18.28	18.88

- A. An employee can be hired at a rate above the start rate on the basis of one step for each two years of prior comparable experience, but not above Step 5.
- B. All employees at a wage rate above those in the schedule receive a wage increase of 1% less than the above rate on the dates effective above.

These rates are minimum rates. During the life of this Agreement, the Medical Center may increase the wage rates. Local 688 will be notified by the Administration of any planned improvements prior to implementation and such shall be subject to negotiation.

Section 2. Wage Progression. Progression from one wage step to another in a classification depends on a minimum of 2,080 hours paid between steps. The increase, in applicable, will be effective with the pay period following the pay period in which the employee reached 2,080 hours. The Medical Center may for good cause withhold an increase for an employee whose work record and performance fail to meet minimum standards, subject to the Grievance Procedure.

Section 3. When an employee goes from one classification to another by virtue of promotion, job bidding or exercise of seniority, the employee will go to the next highest rate for the new classification, but this increase must be at least four per cent (4%). If the increase is seven per cent (7%) or more, progression to the next wage step will be based on 2080 hours paid from the date of transfer.

Section 4.

- A. It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustments of existing wage rates, because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established, or when changes in an existing job have resulted in a substantial change in the duties of same, the Medical Center shall set a temporary rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below.
- B. At the time of putting such temporary rate into effect, the Medical Center will notify the Union of its action. If the Union wishes to negotiate for a revision of such rate, it shall notify the Medical Center Human Resources Department within fifteen (15) days after notice from the Medical Center has been given. If, after a meeting of the parties, no agreement is reached, the Union may file a grievance within fifteen (15) days after such meeting; the basis of such grievance being questions of fairness of the rate to be established.
- C. The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date

when the temporary rate was put into effect. If the Union fails to take the required action within the time limits specified above, the temporary rate established by the employer shall become permanent and not subject to change for the remaining term of this Agreement. If at any time the Union feels that a new job has been created and has not been established and classified by the Medical Center, or that the duties of existing jobs have changed substantially, the Union may take this up pursuant to the Grievance Procedure.

Section 5. The Medical Center and the Union agree that during the life of this contract, the Medical Center will expand the role of the Nursing Assistant in designated units. These expanded responsibilities may include, but are not limited to, demonstrating aseptic technique, preparing for and assisting with nursing assessments and/or physician examinations, assisting with procedures and performing EKGs. The employee who performs an EKG during his shift will be entitled to an additional \$.25 per hour.

In addition, it is understood and agreed that the Medical Center may combine functions of various positions, e.g., Nursing Assistant, Phlebotomist/Laboratory Assistants, Environmental Services Aide and Dietary Aide. The Union will be notified prior to implementation of combined job functions.

ARTICLE XXX

DIFFERENTIALS AND CALL PAY

Section 1.

A. Definition of Shifts:

<u>SHIFT</u>	<u>SHIFTS STARTING ON OR AFTER</u>	<u>BUT BEFORE</u>
1ST SHIFT	5:00 a.m.	2:00 p.m.*
2ND SHIFT	2:00 p.m.	10:00 p.m.**
3RD SHIFT	10:00 p.m.	5:00 a.m.

B. Shift Differential:

A shift differential of eight percent (8%) of the employee's base rate of pay is paid to the employee for all hours worked during the shift that begins as defined above for the 2nd shift.

A shift differential of ten percent (10%) of the employee's base rate of pay is paid to the employee for all hours worked during the shift that begins as defined above for the 3rd shift.

*For eight hour per day employees whose shift starts between 11:00 a.m. and 2:00 p.m., an equivalent of four (4) hours of second shift differential is paid to the employee.

**For eight hour per day employees whose shift starts between 8:00 p.m. and 10:00 p.m., an equivalent of four (4) hours of third shift differential is paid to the employee.

Section 2. Weekend Differential.

- (a) For employees hired before December 31, 1995, weekend differential of six percent (6%) is paid to the employee for all hours worked during the weekend. The weekend is defined in Article XVII, Section 6.
- (b) For employees hired between January 1, 1996 and February 3, 1999, weekend differential will be received the first of the pay period after thirty-six (36) months of service.
- (c) All employees hired after February 4, 1999, will receive weekend differential the first of the pay period after forty-eight (48) months of service.

Section 3. On-Call Pay. The "on-call" rate of \$2.25 per hour is applicable to all eligible employees.

In addition to the "on-call" pay, when an employee who is "on-call" is called in and does report for work, the employee is paid at the rate of time and one-half (1 1/2) of the employee's base rate of pay plus shift and weekend differential, if applicable, for the time actually on duty -- or a minimum of one (1) hour, whichever is greater.

When an employee "on-call" is called in on one of the holidays listed below and does report for work, the employee receives an additional one-half (1/2) times the employee's base hourly rate for hours worked or for a minimum of one (1) hour, whichever is greater.

New Year's Day	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas
Independence Day	

Section 4. Call In Pay. Employees of the Maintenance Department who are called in to work for reasons other than to replace an absentee, will be paid \$20 in addition to their wages each time they are called in to work and do actually come in and report to work.

ARTICLE XXXI

TERM OF AGREEMENT

Section 1. Except as herein otherwise provided, this Agreement shall become effective as of the 1st day of January, 1999, and shall continue in full force and effect until midnight December 31, 2001, and for successive annual periods thereafter unless at least ninety (90) days prior to the end of this original term, or of an annual period thereafter, either party shall serve upon the other, written notice that it desires termination, revision, modification, alteration, etc., shall have the effect of terminating this Agreement in its entirety at the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment. In the event of the notice above referred to, the parties shall begin to hold negotiations no later than sixty (60) days prior to the termination date.

BAY MEDICAL CENTER

Joseph A. Ryan
Dorothy Q. Roberts
Mich S. BSA

LOCAL 688

Mary Thompson
Helga D. Doan
William A. Rybit
Sandra Jablonski
Judy Smith
Wilhelmina Jare
Nancy Krause

APPENDIX I

ACCRUAL OF BENEFITS FOR EMPLOYEES ON LEAVES OF ABSENCE

<u>Type of Leave</u>	<u>Benefit</u>	<u>Explanation</u>
-Disability -Compensable Disability	Comprehensive Major Medical Dental	-BMC pays its portion -Employee pays his portion Duration - 6 months -After first 6 months, Employee pays 100% (participation for duration of leave by prepaying the premium as provided for in Article XXVIII, Section 7)
	Life Insurance	-Basic - BMC pays for duration of leave -Supplemental - Employee pays
	Benefits Based on Hours Paid	-No Accrual While on LOA
-Family	Comprehensive Major Medical Dental	BMC pays its portion for the first eighty-four (84) days of family leave (up to eighty- four (84) of a disability leave count toward the eighty- four (84) days of a family leave for which BMC pays its portion). After first eighty-four (84) days, Employee pays 100% (participation for duration of leave by prepaying the premium as provided for in Article XXVIII, Section 7)
	Life Insurance	-Basic - BMC pays for eighty- four (84) days -Supplemental - Employee pays
	Benefits Based on Hours Paid	-No Accrual While on LOA

-Personal -Educational -Union Business	Comprehensive Major Medical Dental Life Insurance Benefits Based on Hours Paid	-Employee pays 100% for duration of leave by prepaying the premium (as provided for in Article XXVIII, Section 7) -No Accrual while on LOA
-Jury Duty -Bereavement	Comprehensive Major Medical Dental Life Insurance Benefits Based on Paid Hours	-No Effect
-Military	Comprehensive Major Medical Dental Life Insurance Benefits Based on Paid Hours	In accordance with applicable law

Prescription drug and other non-insured programs (such as free care, ambulance, telephone/TV, and private room option, if available) will be continued during leaves of absence as follows:

-for Disability Leave	Continue prescription drug and other non-insured programs for duration of leave
-for Family Leave	Continue prescription drug for eighty-four (84) days; other non-insured programs are not available during leave
-for Personal and Education	Not available during leave
-for Jury Duty and Bereavement Leaves	Continue during leave
-for Military Leaves	In accordance with applicable law

Wherever coverage for benefits terminates, the Employee, upon returning from a Leave of Absence, must report to the Human Resources Department to determine eligibility in accordance with the contract.

APPENDIX II

Definition of Hours Paid

For benefit purposes, the term "hours paid" is defined as follows:

- Regular Hours Worked
- Overtime Hours Worked
- Meeting Pay Hours Paid
- Jury Duty Hours Paid
- Holiday Worked Hours Paid
- Earned Time Off Hours Paid
- Hospital Convenience Hours
- Bereavement Hours Paid
- Workshop and Seminar Hours Paid

Hours Paid EXCLUDE:

- On-Call/Call-in Pay
- Sickness and Accident Pay
- Earned Time Off Buy Back

Patients .. Please know your Rights and Responsibilities

As a patient at Bay Medical Center, you have the following rights and responsibilities...

RIGHTS

1. A patient will not be denied appropriate care on the basis of race, creed, religion, color, national origin, sex, age, handicap, marital status, sexual preference, or source of payment.
2. An individual who is or has been a patient is entitled to inspect, or receive for a reasonable fee, a copy of his or her medical record upon request. A third party shall not be given a copy of the patient's medical record without prior authorization of the patient.
3. A patient is entitled to confidential treatment of personal and medical records, and may refuse their release to any person outside the hospital except as required because of a transfer to another health care facility or as required by law or third party payment contract.
4. A patient is entitled to privacy, to the extent feasible, in treatment and in caring for personal needs with consideration, respect, and full recognition of his or her dignity and individuality.
5. Patients are given the opportunity to request a transfer to a different room if another patient or a visitor in the room is unreasonably disturbing him/her and if another room equally suitable for his/her care needs is available.
6. A patient is entitled to receive adequate and appropriate care, and to receive, from the appropriate individual facility information about his or her medical condition, proposed course of treatment, and prospects for recovery, in terms that the patient can understand, unless medically contraindicated as documented by the attending physician in the medical record.
7. A patient (18 years of age or older) has the right to designate a 'patient advocate' to make medical treatment decisions for him/her in the event that the patient is unable to participate in medical treatment decisions.
8. A patient is entitled to refuse treatment to the extent provided by law and to be informed of the consequences of that refusal. When a refusal of treatment prevents a health facility or its staff from providing appropriate care according to ethical and professional standards, the relationship with the patient may be terminated upon reasonable notice.
9. A patient is entitled to exercise his or her rights as a patient and as a citizen, and to this end may present grievances or recommend changes in policies and services on behalf of himself or herself or others to the facility staff, to governmental officials, or to another person of his or her choice within or outside the facility, free from restraint, interference, coercion, discrimination, or reprisal. A patient is entitled to information about the facility's policies and procedures for initiation, review, and resolution of patient complaints.
10. A patient is entitled to receive information concerning any experimental procedure proposed as part of his or her care, and shall have the right to refuse to participate in the experiment without jeopardizing his or her continuing care.
11. A patient is entitled to receive and examine an explanation of his or her bill, regardless of the source of payment, and to receive, upon request, information relating to financial assistance available through the facility.
12. A patient is entitled to know who is responsible for and who is providing his or her direct care, and is entitled to receive information concerning his or her continuing health needs and alternatives for meeting those needs, and to be involved in his or her discharge planning, if appropriate.
13. A patient is entitled to associate and have private communications and consultations with his or her physician, attorney, or any other person of his or her choice and to send and receive personal mail unopened on the same day it is received at the facility, unless medically contraindicated as documented by the attending physician in the medical record. A patient's civil and religious liberties, including the right to independent personal decisions and the right to knowledge of available choices, shall not be infringed, and the facility shall encourage and assist in the fullest possible exercise of these rights. A patient may meet with and participate in the activities of social, religious, and community groups at his or her discretion, unless medically contraindicated as documented by the attending physician in the medical record.
14. A patient is entitled to be free from mental and physical abuse and from physical and chemical restraints, except those restraints authorized in writing by a physician for a specified and limited time, or as are necessitated by an emergency to protect the patient from injury to self and others, in which case the restraint may only be applied by a qualified professional who shall set forth in writing the circumstances requiring the use of restraints, and who shall promptly report the action to the attending physician. In case of a chemical restraint, a physician shall be consulted within 24 hours after the commencement of the restraint.
15. A patient is entitled to be free from performing services for the facility that are not included for therapeutic purposes in the plan of care.
16. A patient is entitled to information about the facility rules and regulations affecting patient care and conduct.
17. A patient is entitled to have access to protective services in this community. Protective services in Bay County include the Family Independence Agency and The Women's Center. These organizations can be contacted by asking a nurse or a social worker/case manager to help, or can be called directly at one of the numbers below:

Family Independence Agency	Children's Services - (517) 894-6265
After hours, weekends, and holidays; 1-800-322-4822	Adult Services - (517) 894-6290
The Women's Center For victims of domestic violence and sexual assault	
Toll free: 1-800-834-2098 or call: (517) 686-4551	

RESPONSIBILITIES

1. A patient is responsible for following the health facility rules and regulations affecting patient care and conduct.
2. A patient is responsible for providing a complete and accurate medical history.
3. A patient is responsible for informing health care providers if a 'patient advocate' has been appointed.
4. A patient is responsible for making it known whether he or she clearly comprehends a contemplated course of action and the things he or she is expected to do.

LETTER OF UNDERSTANDING

DEFINED CONTRIBUTION PENSION PLAN &
DEFINED BENEFIT PENSION PLAN

Bay Medical Center agrees to maintain or may add to the total pension benefit amounts or form of pension options provided by the present retirement plans.

Benefit amounts may be changed or altered under either the present pension plans as long as the total benefit amounts in effect at the time of execution of the present contract remains the same.

The Union may initiate a grievance at Step 3 to contest an alleged violation of the above agreement.

BAY MEDICAL CENTER

Joseph A. Lynn
Dorothy Q. Roberts
W. S. [Signature]

LOCAL 688

Mary Thompson
Helga [Signature]
William A. [Signature]
Sandra Jablonski
Judy Smith
Wilhelmina Jare
Nancy Krause

BAY MEDICAL CENTER
1900 Columbus Avenue
Bay City, MI 48708

Mary Thompson
Local 688
IBEW Hall
1300 W. Thomas
Bay City, MI 48708

RE: Training of New Employees

Dear Mary:

During the negotiations for the 1999-2001 collective bargaining agreement by and between Bay Medical Center and Local 688, the parties discussed employees who train new employees in their department.

The Medical Center will attempt to utilize employees who have a minimum of one (1) year of seniority to perform training functions.

Sincerely,

Joseph A. Lyons
Vice President-Human Resources

BAY MEDICAL CENTER

Joseph A. Lyons
Dorothy Q. Roberts
Mich S. BSA

LOCAL 688

Mary Thompson
Helga K. Dean
William A. Buhst
Sandra Jablonski
Judy Smith
Williamina Jane
Nancy Krause

