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8/15/2001

# W.A. Foote Memorial Hospital

and

# IUOE Local 547

*Foote (W.A.) Memorial Hospital*

**April 16, 1998 -- April 15, 2001**



**FOOTE  
HOSPITAL**

*Safety is Our Target*



*Service is Our Product*

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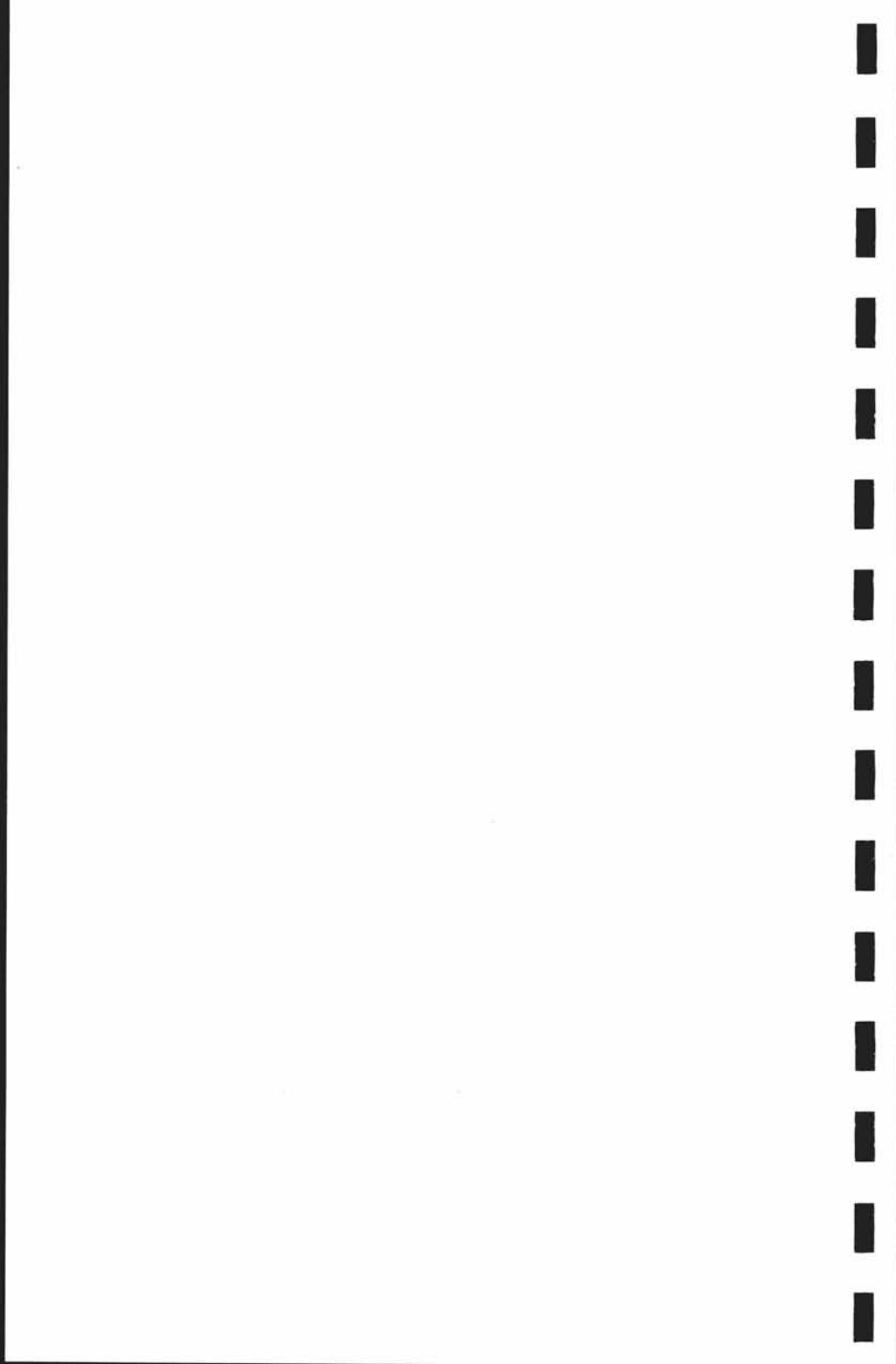
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*Note: Changes made to this agreement are indicated in bold & italics.*

AGREEMENT

This Agreement is made and entered into this 16th day of April 1998, by and between W. A. Foote Memorial Hospital, Incorporated, (hereafter referred to as the "Hospital") and the International Union of Operating Engineers, Local No. 547A, 547B, 547C and 547H, AFL-CIO, (hereinafter referred to as the "Union").

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation, and understanding between the Hospital and the employees covered hereby; to ensure true collective bargaining; and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

MANAGEMENT RIGHTS

The Hospital retains the inherent and sole right to manage the Hospital, and any right to manage heretofore established and practiced, which is not inconsistent with the Agreement, is reserved to Management. Among the rights of Management, but not as an exclusive list thereof, are the rights to decide the number of departments and their location; the number of personnel; to schedule all operations in accordance with Hospital requirements; the machines and other equipment to be used in such departments; to establish and change work schedules; to maintain order and efficiency in the Hospital and

its operations; to hire, layoff, assign work to employees and employees to work, reassign, transfer, promote, and demote employees; suspend, *corrective action*, and discharge employees for cause; determine the starting and quitting time, shifts and the number of hours to be worked; to assign overtime; to introduce new and improved methods, facilities, or production standards; to change existing methods or facilities; to make reasonable Hospital rules and regulations; and all other rights and prerogatives including those exercised unilaterally in the past, subject only to provision of the Agreement.

### ARTICLE III

#### RECOGNITION AGENCY SHOP & DUES

Section I. The Hospital recognized the Union as the exclusive bargaining agent for employees listed under salary schedule (a); excluding clerical employees, professional employees, professional trainees, supervisors, as defined in the Act, and all other employees.

#### Section 2. Union Security

(a) All employees employed in the bargaining unit, or who become employees in the Bargaining Unit, who are not already members of the Union, shall within thirty (30) calendar days of the effective date of the Agreement or within thirty (30) calendar days of hire by the Employer, whichever is later, become members of the Union as a condition of employment.

(b) *All new employees who are hired to perform Union jobs will be provided with Union Membership Card in the pre-employment process. Upon return receipt of the completed card, Human Resources will forward to the Chief Steward on a weekly basis. The Chief Steward will be expected to notify Human Resources when receipt of cards become irregular or other concerns arise.*

The Hospital will provide the Union with a list of new hires, employees who have terminated, and employees on leave of absence on a *bi-weekly basis*.

(c) An employee who shall tender or authorize the deduction of initiation fees and membership dues uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues.

(d) Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice of such default delivered to the Employer by the Union.

(e) If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

(f) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(g) The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hire, and social security number of the new employee.

(h) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

Section 3. The Union agrees to furnish the Hospital with check-off authorizations conforming to law.

Section 4. The Union shall submit to the Hospital a statement of the amounts due to the Union by each employee for the union dues and initiation fee. The Hospital shall then deduct the amount due from each employee's pay and transmit the total deductions to the Financial Secretary of the Union provided, however, that the Union shall have submitted to the Hospital an authorization card signed by the employee from whose pay said deductions are to be made.

Section 5. The Hospital will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deduction, other than to correct such errors. In the event of overpayment, the Union agrees to properly refund such monies as soon as practical.

Section 6. The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Hospital; pursuant to this Section and agrees to indemnify and save the Hospital harmless by virtue of such collections and payments to the Union.

Section 7. It is understood that should an employee be properly terminated in accordance with this Article that unemployment benefits, if any, would be paid by the Hospital. In the event, however, the employee is wrongfully terminated at the request of the Union, and is subsequently reinstated or otherwise successful in litigation, then the Union shall reimburse the Hospital.

Section 8. Employees who work thirty-two (32) hours or less each pay period shall be exempt from payment of dues or initiation fee. On-Call employees averaging more than 32 hours per pay period for a fiscal quarter shall be dues paying members of the Union for the following quarter. During such quarter these employees will be subject



to all terms and conditions of the Collective Bargaining Agreement.

ARTICLE IV

NON-DISCRIMINATION

The Hospital and the Union both recognize their responsibilities under Federal, State, and Local laws pertaining to Fair Employment Practices, as well as the moral principle involved, in the area of civil rights, and in accordance therewith, there shall be no discrimination against any person or persons because of race, creed, color, religion, sex, age, national origin, or handicaps which do not affect working abilities.

ARTICLE V

VISITATION

Union representative shall be admitted to the Hospital during working hours to investigate or assist in the adjustment of grievances, provided they shall not be in areas which would be detrimental to the Management of the Hospital and its patients, and providing they first obtain an appointment with the Director of Human Resources stating the nature of the business and present proper credentials.

ARTICLE VI

STEWARDS

There shall be one (1) Chief Steward for the bargaining unit. In each department, employees in the department may be represented by one (1) Steward and designated Alternate Stewards, and whose names shall be made known to the Employer. The Chief Steward and Stewards, during their working hours and without loss of time or pay, may investigate and present grievances to the Employer after

arrangements have been made with their Supervisor(s) according to the following procedure. In order to expedite the completion of Union business without interruption of good patient care, the following procedure is agreed to by the Employer and the Union:

(a) If the Union business is taking place between the Steward and employee who work on the same floor or department, it is only necessary to obtain prior approval from their immediate Supervisor.

(b) If the Union business is taking place between the Steward and employee on different floors but within the same department, both the employee and the Steward will need the approval of their immediate Supervisors and the Head Supervisor of the department.

(c) It is further understood that if an emergency grievance develops and the immediate Supervisor is properly notified, and when patient care will not suffer, the Chief Steward may be allowed to discuss the situation with the Steward involved with the grievance.

Stewards shall not handle grievances outside of their own department if the grievant's department steward is available. Stewards may handle matters outside of their own department if the matter must be addressed immediately and the steward may be released from his/her department per the steward's supervisor.

(d) Union Stewards shall head the seniority list for the purpose of layoff or a reduction of employees in their respective departments and shift, subject to their ability to perform the work in their department. The term Department as used herein shall be interpreted to be as traditionally defined by the Hospital and the Union. Such language does not change alter or increase the number of Stewards.

ARTICLE VII

JURISDICTION

Employees of the Hospital not covered by the terms of this Agreement, may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation, or in cases of emergency.

ARTICLE VIII

CONTRACTUAL WORK

Section 1. The right of contracting or subcontracting is vested in the employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members, nor in the event of extension of service shall it be used to avoid the performance of work covered in the Agreement.

To minimize the need for work to be contracted or subcontracted, Management and the Union will work together to maximize productivity and minimize the cost of performing needed work.

Prior to contracting or subcontracting work currently being performed by bargaining Unit employees, Management will meet with the Union to discuss the contracting plan. Management will consider suggestions the Union may have to have the work performed by members of the Bargaining Unit at the same level of service, quality, and cost, as being offered by the contractor being considered.

Notwithstanding all of the above, it is understood that Management has complete authority to contract or subcontract any and all work at all existing (as of 5/16/93) on campus and all existing (as of 5/16/93) off campus Foote Hospital facilities with

the exception of the Main Hospital and the Anderson Building.

No full time or part time members of the Bargaining Unit will be laid off from the Hospital as a result of Management contracting or subcontracting work.

Section 2. It is understood that Management may contract with temporary employee service companies for the following reasons:

(a) As an alternate method to evaluate potential new Hospital staff members. (However, no temporary service employee will be utilized for more than 720 hours without being hired as a Foote employee.) If the Hospital decides to hire a temporary service employee who has been performing work covered in the classifications described in Schedule A, the hours worked by the temporary service employee will be applied to the probationary period.

(b) To provide temporary assistance in a specific department that is in need of additional help. Temporary services employees will be utilized only when:

- 1) the hours\* (which could include overtime) have been offered to all department employees for the time period of need and
- 2) the hours have been offered to bargaining unit employees in other departments who have requested (by putting in writing) additional work hours. In order to be offered such additional hours, employees need to be
  - qualified to perform the work,
  - generally accept the additional hours when offered,
  - demonstrate good job performance when working such additional hours.

Management will not utilize temporary employee services to fill regular job openings unless the opening has been posted. Management will not use this provision for the purpose of eroding the Bargaining Unit.

\*Management will not utilize temporary employee service companies if there are Bargaining Unit employees on layoff.

#### ARTICLE IX

##### SENIORITY

Section 1. A newly hired employee shall complete probationary status as follows:

Full-time employees - 720 hours from first day of employment.

Part-time employees - 720 hours from first day of employment.

The termination of probationary employees is not subject to the grievance procedure or arbitration, and the Union agrees that the probationary employee shall have no seniority rights. When seniority or Hospital seniority is referenced in this Agreement, it is understood to mean Bargaining Unit seniority.

Section 2. The Hospital will provide the Union with an updated copy of the seniority list on a monthly basis. This list shall include social security number, hire date, union seniority date, and rate of pay.

Section 3. Seniority shall be granted to date of hire upon satisfactory completion of the probationary period and shall be broken only by voluntary quit, discharge which is not reversed by the grievance procedure, or for the reasons set forth below:

(a) The employee is absent for three (3) consecutive working days without notifying the Hospital, unless there was good reason.

(b) Falsifying reasons for leave of absence, missing shifts, or making false statements on the employee application.

(c) An employee is on layoff or in an inactive status for a period in excess of 12 months. (In Worker's Compensation cases, seniority will not be broken until 24 months of absence.)

(d) The employee fails to report back to work within three (3) days following expiration of leave of absence, holiday, or vacation, unless satisfactory reason is given.

(e) Retirement.

(f) If an employee within the bargaining unit transfers to a supervisory or non-union position, he/she shall retain seniority for a period of six (6) months.

Section 4. It is the responsibility of the laid-off employee to notify the Hospital of any change of address, and if failure to receive notice occurs for this reason, the employee will be treated as if he/she had quit.

ARTICLE X

POSTING AND BIDDING

Job posting and bidding will apply when the following vacancies occur:

1. Creation of new job or classification.
2. An employee dies, retires, quits, or is rightfully discharged.
3. An employee successfully bids out of his/her existing job.
4. The normal compliment of a classification is increased.

Section 1. Departments for posting and bidding purposes will be defined as follows:

Nursing Departments: Med/Surg,  
Maternal/Child, Critical Care, Surgery, CTR,  
Ambulatory Care, Mental Health.

E.S.D.  
Dietary  
Transport  
C.S.P.  
Physical Therapy  
Laundry  
*Patient Registration*  
*Imaging Services*

All such vacancies shall be posted in the department for a period of three (3) days. If the position is not filled, it will then be posted centrally for a period of five (5) days. The posting is to include the number of openings, the department and classification, location of the position and general duties, rate of pay, skills required, hours to be worked and shift(s). Relief and varied shift positions will be posted as such. During the time of posting, the Hospital may fill the job through the transfer procedure.

On occasion, it may be necessary, after consulting with the Union, to move an employee's work site without his/her permission.

An employee bidding for more than one vacancy shall indicate the order of preference on each bid. All bids will be made in two (2) copies signed by the employee. The original shall be retained by the Hospital and one copy will be kept by the employee. All bids must be personally turned in to the Human Resources Office on or before noon of the date the posting closes or on or before noon of the next business day (Monday-Friday). A bid may be withdrawn up to or at the time of the interview. The interview shall include a complete job description and the hours to be worked.

Management may disqualify employees, who are at step 3 of *corrective action*, from selection to open positions in the bidding process.

\*The Hospital will select the most senior non-probationary bidder with the ability to perform the work from the department within which the vacancy occurs. If no such employee from the department bids, the Hospital will select the most senior non-probationary bidder within the same classification from within the Bargaining Unit.

If no such employee from the classification bids, the Hospital will select the most senior, non-probationary bidder with the ability to perform the work from the Bargaining Unit.

The successful bidder will have a reasonable trial period up to but not to exceed twenty (20) working days (unless time is waived by both parties), during which time the Hospital will make every reasonable effort to train the employee in as many phases of the work as is reasonably possible and necessary to successfully perform the work. In the event the



Hospital finds the employee proves unsatisfactory, the employee will be returned to his/her previously held position. If the employee disqualifies himself/herself at any time during the trial period, the employee shall be assigned to available work, or if no work is available, then he/she can replace the least senior employee on that shift, and if he/she is unable to exercise seniority on that shift, seniority can be applied to other shifts, subject to his/her ability to perform the work.

The Hospital will, following the selection, announce the appointment on the bulletin board, together with the seniority of the successful bidder within two (2) working days.

When an employee is awarded a job through job bidding, he/she may not bid on another job for a period of six (6) months following the date of the award, providing that the employee is working in the department and classification to which they bid.

A part-time employee with at least two (2) years seniority may, after 90 days on a conditional job, bid to a permanent full-time posted position. If successful, the vacated conditional bid will be filled by the Hospital as it sees fit for the term of the conditional bid with casual, part-time, or probationary employees. Should no qualified employees be available in the above categories, the Hospital will fill the position in accordance with Article X, Section 6.

\*During Patient Care Redesign implementation, when new union job classifications are created, the Hospital will select the most senior non-probationary bidder with the ability to perform the work from the Bargaining Unit. Management reserves the right to determine when the implementation phase is complete, and posting and bidding will then occur as outlined above.

*There shall be no bumping rights except in the event of a layoff or return from a leave of absence.*

Section 2. Conditional Posting

If a vacancy occurs because of an employee's medical leave of absence which is less than six (6) months, and Management determines the position will be filled, this temporary vacancy will be bid on a conditional basis, and the conditional status shall be noted on the posting.

If the vacancy continues for a longer than six (6) month period, the vacancy shall be reported as a permanent bid.

The employee who left the vacancy originally shall have the right to return to the job at any time during the six (6) month conditional period. After six (6) months, the employee will return to available work in the same classification and shift or if no position is available, will displace the most junior employee in the classification subject to the employee's ability to perform the work.

The conditional bidder, if replaced by a returning employee, or if he/she is not the successful bidder when the job is posted as a permanent vacancy, shall return to the department and classification where he/she was previously employed as long as the employee still has the seniority to do the work and subject to his/her ability to perform the work.

Section 3. Ability to Perform the Work

The term "ability to perform work: or "qualified to perform work" means that with minimum instruction the work can be performed without impairing the efficiency of the operation. The decision regarding performance shall be made by the Hospital but this shall not limit the union's right to file a grievance. Where ability and qualifications are

equal, the employee with the longest seniority shall be given preference.

Section 4. Crew Leaders

*Crew Leaders will be appointed by the Hospital and remain members of the Union. Such Crew Leaders will delegate work and assign the same but shall not have disciplinary or supervisory powers. New Crew Leader positions will be posted to allow all interested employees the opportunity to bid. Positions will be awarded to the most qualified applicant. If qualifications are equal, the position will be awarded to the most senior employee. Such appointment shall be made solely on the discretion of Management and is not subject to the grievance procedure.*

*All crew leaders will be paid \$1.00 additional per hour.*

Section 5. Schedules

(a) When changes in shift schedules are necessary due to operating conditions, the matter will be discussed with the Union. In the event the Union disagrees with the stated necessary change, the schedule proposed by the department shall be worked on a temporary basis, subject to the Union's right to grieve. If Management changes shift scheduled due to a request of seventy-six (76%) or more of the employees in the department, the Union shall not have the right to grieve. Management is not obligated to change shifts at employee request.

(b) Employee schedules may be adjusted up to two (2) hours one time after they are bid. If the position requires more than a two hour adjustment the position shall be reposted.

Section 6. Temporary Transfer

(a) Temporary work or jobs not expected to exceed thirty (30) calendar days may be filled at the

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discretion of the Hospital with any available help. If this temporary work or job continues in excess of thirty (30) calendar days in any contract year, then it shall be deemed a permanent job and will be posted.

(b) Temporary transfers for the purpose of filling permanent vacancies shall be made by transferring the least senior department employee having the ability to perform the required work in the classification in which the vacancy exists, unless a more senior employee, having the ability to perform the required work, requests the temporary transfer. A transfer or promotion delayed because of a shortage of personnel shall be consummated as soon as a replacement is available.

(c) Temporary vacancies created by granting leaves of absence, which do not constitute a break of service, may filled only by the above procedure. (d) No person whose position has been allocated to its appropriate classification shall be assigned duties generally performed by persons holding positions in other classifications except in cases of emergency or when they are training.

(e) It is understood that Management has the right to temporarily transfer employees from one classification to another for a period not to exceed thirty (30) consecutive days. When a temporary transfer is greater than 1 hour in length, the higher of either the rate of the job being performed or the employee's regular rate will be paid.

#### ARTICLE XI

##### LAYOFF & RECALL

Section 1. A layoff shall be defined as the separation of an employee for lack of work or reasons other than the acts of delinquencies of the

employee.

Section 2. Under the direction of the Human Resources Department, Management may request volunteers for layoff instead of exercising the layoff and recall provisions of this contract.

For the purposes of layoff/displacement, department shall refer to nursing unit (i.e., Women & Newborns, Surgery, ICU, 6E, 4W).

If it becomes necessary to reduce employees in a department, the following procedure will be followed:

(a) The number and status (FT/PT) of positions that need to be reduced within a classification will be determined by Management.

(b) Hospital seniority shall apply and the least senior employee(s) in that classification within the department will be displaced.

(c) If a vacancy or vacancies exist in the department, at the same status (FT/PT) in an equal or lower classification, the displaced employee may choose to fill a vacancy or proceed with the bumping procedure.

(d) If no vacancy exists in the department, the employee has the right to bump according to the following order. Bumping is subject to the employee meeting the minimum qualifications and ability to perform the work. If the least senior employee is part time, a full time employee may elect to bump the part time employee, or proceed with the bumping process to retain the same full time status, but part time employees may not bump full time employees. The bumping process will end at the first step that results in a full time employee would be any position with scheduled hours between 72 and 80 inclusive. Available job offer for a part

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time employee would be any position with scheduled hours between 33 and 71 inclusive.

The displaced employee will bump according to the following:

- (1) The least senior employee in the department from any equal or lower classification, same status, same shift.
- (2) The least senior employee in the department from any equal or lower classification, same status, different shift.
- (3) If a vacancy or vacancies exist in the department, at the same status (FT/PT) in an equal or lower classification, the displaced employee will fill a vacancy. In the event there are more displaced employees than vacancies, the most senior employee(s) may choose to take a vacancy or may continue in the bumping process.
- (4) The least senior employee outside the department, same classification, same status, same shift.
- (5) The least senior employee outside the department, same classification, same status, different shift.
- (6) If a vacancy or vacancies exist outside the department, at the same status (FT/PT) in an equal or lower classification, the displaced employee will fill a vacancy. In the event there are more displaced employees than vacancies, the most senior employee(s) may choose to take a vacancy or may continue in the bumping process.
- (7) The least senior employee from an equal or lower classification, same status, same shift, from within the

Bargaining Unit.

- (8) The least senior employee from an equal or lower classification, same status, different shift from within the Bargaining Unit.

(e) For those employees having the same hire date, the employee with the lower badge number will be considered the senior employee.

(f) Hospital seniority will determine who is ultimately laid off from the Hospital.

NOTE: Refer to Article VI

Section 3. Recall from Layoff

Recall shall be made in reverse order of layoff and will be made in writing to the employee's last known address. It is the responsibility of the employee to notify the employer of any change of address while on layoff. An employee shall have three (3) days to return to work following recall or they will lose seniority. An employee shall have the right to refuse recall in the event the recall is made to a different classification than they held. However, in the event the recall list is exhausted and there is a need for the employer to hire, such employee must return from recall or will suffer loss of seniority and will be terminated.

Section 4. Recall from Displacement

Employees who are displaced from one department to another as a result of a reduction in force will be eligible for recall rights as stated below:

(a) Full time and part time employees who have completed their probationary period at the time of their displacement will be eligible for recall rights.

(b) Employees with recall rights will be offered their former position (identical department,

classification, hours, and shift), in order of Hospital seniority, when a vacancy arises.

(c) Recall rights end one year after displacement.

(d) If any employee declines an opportunity to return to his/her former position per this procedure, recall rights are forfeited.

#### ARTICLE XII

##### NEW JOBS

The Hospital shall have the right to establish, evaluate, and change jobs, provided such action on the part of the Hospital shall not be directed towards reducing the rate of a job into which no substantial change in the job itself has occurred. When a new or revised operation involves duties, which are not adequately or specifically, described or properly evaluated in an existing job description, the Hospital shall develop and establish such new or revised job descriptions, specifications and classifications, and rates of pay, and place them into effect. The Hospital will notify the Union of such new or changed jobs, and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the establishment of a classification. In the event the Union and the Hospital cannot agree to the rate and/or classification, the issue may be remanded by the Union to the Grievance Procedure and the parties agree to be bound by the arbitration decision. The power of the arbitrator shall be limited to determining the proper rate and classification based on a position of the last best offer of either party, but cannot go beyond the scope of such offers. The arbitrator will consider the placements of said new classification and rate relative to existing classification and rates within

20



the Bargaining Unit.

ARTICLE XIII

CORRECTIVE ACTION - DISCHARGE

Section 1. When the Employer feels *corrective action* is warranted, such action must be initiated within seven (7) calendar days from the date of the occurrence of the condition giving rise to the action, or within seven (7) calendar days of the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to *corrective action*.

*When investigation of a disciplinary matter is necessary that could result in a step III or step IV corrective action, the employee and steward will be notified of the investigation within seven (7) days of the date the supervisor became aware of the incident. Corrective action must take place within fourteen (14) days of the date the supervisor became aware. A Union steward will be present when step III and step IV levels of corrective action are given.*

Section 2. Written legible notification of *corrective action* shall be sent to the employee, the Union and Human Resources. Among the causes, which shall be deemed sufficient for dismissal, suspension, and/or other *corrective actions*, is gross misconduct and unacceptable behavior as defined in the Foote Hospital Employee Handbook. These noted offenses are not all-inclusive and in no way limit the causes for *corrective action* and discharge.

Section 3. *Upon request, the Hospital will provide the Union with key documents that lead to the corrective action. This can include copies of witness statements and official Hospital forms*

censored to protect the identity of patients and/or staff.

In cases of a discharge grievance, key witnesses, if any, will be made available at the third step to be interviewed at the hearing if necessary.

#### ARTICLE XIV

##### NON-STRIKE

The Hospital and the Union agree that during the life of this Agreement there shall be no lockout, strike, slowdown, interference or any suspension of work, for any reason whatsoever. This includes any matter relating to the disposition of any grievance or any dispute or differences between the Hospital and the Union or between the Hospital and any employee. The Union agrees that it will not authorize any such action or interfere with the Hospital operation. It is understood and agreed by the Hospital and the Union that should any employee, or group of employees, violate these provisions, and take part in a slowdown, wildcat strike or interference with work, that they may be subjected to *corrective action* up to and including discharge without recourse to the grievance procedure, and the Union specifically waives its right of protest in such event. The Union will actively assist the Employer in urging employees to return to work and will refrain from giving any aid, encouragement, or support to any employee participating in such work interruption.

#### ARTICLE XV

##### LEAVES OF ABSENCE

###### Section 1. Medical Leave

An employee who because of illness or accident which is non-compensable under the Workers' Compensation

Law, is physically unable to report for work, shall be given a leave of absence, without pay and without loss of seniority, for the duration of such disability, provided he/she promptly notifies the Employer of the necessity therefor, and provided further that he/she supplies the Employer with a certificate from a medical doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the employer.

The employer agrees to continue to pay its share of the health insurance premium and life insurance premium during the first three (3) months of such illness or accident. For medical leaves of absence up to six (6) months an employee's job will be held. After such time, if Management determines the job will be filled, it will be filled permanently.

Section 2. Unpaid Leave

a) Leaves of absence without pay shall be granted for physical or mental illness, which does not render an employee unable to report for work, prolonged serious illness in the immediate family, which includes husband, wife, children, parents living in the same house, maternity leave, and training related to an employee's regular duties in an approved educational institution. Such leaves shall not exceed nine (9) months unless extended by mutual Agreement between the Hospital and the Union.

b) Full time and part time non-probationary employees may be absent without pay by requesting a personal leave of absence. Personal leaves of absence may be granted at the discretion of the Hospital.

The Department Director may authorize the leave of absence. The following guidelines shall apply:

- (1) The period(s) is not to exceed ten (10) days in any calendar year.
- (2) All vacation and personal time is

- exhausted prior to the leave.
- (3) The request is submitted in advance and in writing.
  - (4) Personal leave of absence time will not count toward work hours for benefits eligibility.

Section 3. Education Leave

To be eligible for an educational leave of absence, an employee must have one (1) year seniority with the employer. The employee must obtain the approval of the employer to take the course and such course must have, in the opinion of the employer, value to the Hospital and patient care needs. An employee obtaining an educational leave must submit proof of enrollment as a full-time student, maintain a satisfactory grade point average and be advancing successfully in the program and such educational leave must be renewed in writing annually. Upon completion of the program, the employee must notify the employer with three (3) days of the expiration date and will return to an open position with thirty (30) days. If an employee fails to notify the employer within three (3) days of the end of the leave or return to an open position within the thirty (30) day period, they will lose their seniority and will be terminated. Seniority will not accumulate during an educational leave.

Section 4. Military Leave Reinstatement

The reinstatement rights of any employee who enters the military service of the United States by reason of an Act of Law of Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

Section 5. Military Leave for Reserves

Leaves of absence without pay will granted to employees who are active in the National Guards or a

branch of the Armed Forces Reserves, for the purpose of fulfilling annual field training obligations, provided such employee makes written request for such leave of absence immediately upon receiving orders to report for such duty.

Section 6. Special Union Leave

Any employee in the bargaining unit elected or appointed to a full-time office in the Union, whose duties require his/her absence from work, shall be granted a leave of absence for the term of such office and shall not accumulate seniority during his/her term of office. At the end of such term, he/she shall be entitled to resume his regular seniority status and all job and recall rights.

Section 7. Procedure

All requests for leaves of absence shall be stated in writing citing the reason for the request and approximate length of requested leave. The request will be given to the Department. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer. The Hospital will place an employee returning from leave of absence within five (5) days of the date Human Resources is notified.

Section 8. Family Medical Leave Policy Effective August 5, 1993

Eligibility

Employees who have worked for the Hospital for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid family or medical leave for the following reasons:

Family Leave

1. Care of the employee's new born child;

2. Placement of a child into the employee's family by adoption or by a foster care arrangement;

If both spouses' work for the Hospital, the combined leaves shall not exceed twelve (12) weeks.

Medical Leave

3. To care for the employee's spouse, child or parent who has a serious health condition; and
4. A serious health condition which renders the employee unable to perform the functions of the employee's position.

Intermittent or Reduced Leave Schedule

In the case of unpaid leave for the birth of placement of a child, intermittent leave or working a reduced number of hours is not permitted.

In the case of unpaid leave for serious health conditions, the leave may be taken intermittently or on a reduced hours basis only if such leave is medically necessary.

Benefits Accrual

During the leave, the employee shall not accrue employment benefits such as personal hours, vacation pay, or pension credit. Employment benefits accrued up to the day which the leave begins will not be lost. Upon return to work, service will be credited for the leave period for seniority purposes.

Substitution of Paid Leave for Part of Unpaid Leave

Employees are required to substitute accrued vacation, personal time, and sickness and accident benefits for any part of the twelve (12) week period. Once available paid leave is used up (except for forty (40) hours of vacation) the remainder of the twelve (12) weeks will be unpaid.

#### Leave Notice and Application

When the need for leave is foreseeable, employees are expected to provide their Supervisor with thirty (30) days advance notice. When the need for leave is not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. "As soon as practicable" ordinarily means at least verbal notification to the Supervisor within one or two business days of when the need for leave becomes known to the employee. The employee should provide the Supervisor with a completed Family Medical Leave of Absence Form stating the reasons for the requested leave, the anticipated start date of the leave, and the duration of the leave.

If an employee returns from any period of absence which has not been designated as FMLA leave, the employee must notify the Supervisor within two (2) business days of returning to work that the leave was for FMLA reasons. Failure to provide the notice will prevent any subsequent assertion of FMLA protection for that absence. Medical certification is required to support a request for a leave because of a serious health condition. When leave is required for a serious health condition, employees should provide the medical certification as soon as possible, but not later than fifteen (15) calendar days from the date the request for leave is made. Employees will be required to recertify the need for leave at least every thirty (30) days. Employees on leave must call in and report to their Supervisors on a periodic basis (at least every two(2) weeks) with respect to their progress, the progress of their parent, spouse, or child, and their anticipated date for return to work.

All provisions of the Family Medical Leave Policy will apply.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined to be any dispute or controversy between the parties to this Agreement, or between the Hospital and any employee covered by this Agreement, with respect to matters arising out of circumstances and conditions occurring subsequent to the date of this Agreement.

Section 2. Any employee grievance or Union grievance not presented for disposition through the grievance procedure within four (4) calendar days of the occurrence of the condition giving rise to the grievance, or within four (4) calendar days of the date it is reasonable to assume that the employee became aware of the condition(s) giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim; the grievance shall not, hereinafter, be considered a grievance under the Agreement.

Section 3. A grievance concerning alleged safety hazards may be processed directly to Step 3 of the Grievance Procedure as defined in Section 5 of this Article.

Section 4. No pre-existing grievance shall be discussed during the first hour of any shift. However, this does not preclude filing new grievances, which may arise during the first hour.

Section 5. An employee may have a Union Steward present at any or all meetings in the grievance process.

The Grievance Procedure shall be as follows:



Step 1. Discussion With Supervisor

Any employee having a grievance must schedule a formal discussion concerning the grievance with his/her Supervisor within three (3) calendar days. The Supervisor will respond to the employee within one (1) day of that discussion.

Step 2. In Writing To The Supervisor

If the grievance is not settled at Step 1, the employee may present the grievance in writing to his/her Supervisor within three (3) calendar days of the Supervisor's response. The grievance must indicate the facts upon which it is based and cite the alleged violation(s) of the agreement. The grievance must also state the remedy or correction requested and is signed by the employee and his/her Union Steward. The Supervisor shall have seven (7) calendar days from the time the grievance is received to answer it in writing. If the grievance is not appealed within seven (7) calendar days from the date of the Supervisor's decision, Management's answer shall be considered final and considered as the settlement of the grievance.

The time elements in this step can be shortened or extended by mutual agreement between the Union's representative and Management.

Step 3. In Writing to the Department Head

If the grievance is not satisfactorily resolved at Step 2, the decision may be appealed to the Department Director or his/her designated representative, and a meeting will be arranged with the Union and a written decision will be rendered within fourteen (14) calendar days of the meeting. The notice of the appeal must be submitted within seven (7) calendar days of the Union's receipt of Management's decision in Step 2. The decision

rendered by Management in Step 2 shall be final and the case shall be considered settled on the basis of the employee's decision, unless notice of intent to appeal to the Vice President of Human Resources is filed in writing, within fourteen (14) calendar days of the Union's receipt of the Department Director's decision at Step 2. (The rights contained herein are reciprocal. The Supervisor will request and shall receive acknowledgement of receipt of the answer.

*Upon request, the Hospital will provide the Union with key documents that lead to the corrective action. This can include copies of witness statements and official Hospital forms censored to protect the identity of patients and/or staff.*

*In cases of a discharge grievance, key witnesses, if any, will be made available at the third step to be interviewed at the hearing if necessary.*

The time elements in this step can be shortened or extended by mutual agreement between the Union's representative and Management.

Step 4. In Writing To The Vice President Of Human Resources

After notice of intent to appeal the grievance to the Vice President of Human Resources, a meeting will be arranged within thirty (30) calendar days between the Vice President of Human Resources, the Department Director (or their designated representative), and the Union in an attempt to settle the grievance. A decision shall be rendered in writing by the Vice President of Human Resources within fourteen (14) calendar days of this meeting.

The time elements in this step can be shortened or extended by mutual agreement between the Union's representative and Management.

Step 5. Arbitration

Any unresolved grievance which relates to the interpretations, application, or enforcement of a provision of this Agreement, or any written Supplementary Agreement, and which has been fully processed through the last step of the Grievance Procedure, may be submitted to arbitration by either party. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance under the last step in the Grievance Procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance was brought.

(a) Within thirty (30) calendar days after notice of intention to arbitrate is given to the other party, the Hospital and the Union shall agree upon an arbitrator by using the following methods: The Union and the Hospital shall agree on five (5) names. Both shall have the right to strike two (2) names. The first side to strike shall be decided by the flip of a coin.

(b) The arbitrator shall have no power to establish a new rate or to change the existing wage structure, or establish new jobs, or change existing job content, or to establish work standards.

(c) The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case.

(d) The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of the provision of this Agreement, and he/she shall be without power and authority to make

any decision: (1) contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement; (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.

(e) The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and the Hospital.

(f) In the event a case is appealed to an arbitrator, and he/she finds they have no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation(s) on the merits of the case.

(g) The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any employee other than the aggrieved shall not apply to their participation in arbitration cases.

(h) Except as specifically provided, the parties understand and agree that, in making this contract, they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitrable forum here established is intended to resolve disputes between the parties only over the interpretation or application of matters which are specifically covered in this Agreement and which are not excluded from arbitration.

#### ARTICLE XVII

#### WAGES & HOURS

Section 1. The regularly scheduled pay period

shall consist of eighty (80) hours, beginning at 12:01 a.m. and ending fourteen (14) days thereafter.

Section 2. The normal work day shall be eight and one half (8 1/2) consecutive hours including one half (1/2) hour unpaid lunch

(a) If an employee is required to carry a beeper or a radio during his/her lunch break in order to be available for work, or if the employee is otherwise requested to remain available for work during his or her lunch break, the employee will receive an additional two dollars (\$2.00) for that shift.

(b) If an employee is required to work during their lunch hour, they shall receive an additional one half (1/2) hour pay at the appropriate rate.

(c) There shall be no lay-off as a result of the unpaid lunch period.

(d) If an employee is required to leave their meal as a result of their services being required by the Hospital, they shall receive a free meal ticket valued to a maximum of four dollars (\$4.00).

(e) Supervisors will attempt to schedule regular full time employees the same days off for the length of the master scheduling cycle.

It is understood that operating needs may cause Management to adjust work schedules per Article II of this Agreement.

Section 3. Hourly employees (who are not in an casual status) called in to report for work will receive one (1) more hour base pay in addition to those punched on the time card. If called more than eight (8) hours before the start of the shift, this policy will not apply.

Section 4. Overtime rates will be paid as

follows:

(a) Time and one-half will be paid for all time worked in excess of eight (8) hours between 0000 and 2400, working a continuous shift that starts on a day and ends on the next day. All time worked in excess of eighty (80) hours in a fourteen (14) day pay period, for which overtime has not already been earned, will be paid at time and one-half.

(b) Non-exempt staff members who are scheduled by the Hospital to return to work for an eight (8) hours or less break between shifts (after already completing a full eight (8) hour shift), will be compensated at a rate of time and one-half if eight (8) hours or more are worked on that shift. This policy will not be in effect if the hours are worked at the employee's request.

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

*(d) Employees may be needed to work additional hours which could result in overtime. This can occur whenever conditions arise that impact the patient care delivery systems or adversely impacts the safety, care, and needs of the patients. These conditions include, but are not limited to natural or man made disasters, local/regional epidemics.*

*Following are ways the Hospital may be impacted by those conditions:*

- Unexpected increased acuity of patients*
- Patient census over 200*
- Emergent conditions in one department that significantly impacts another department.*

- Equipment failure

The following process will be utilized when the need for overtime occurs.

Management will seek volunteers to meet the department overtime need. If volunteers do not sufficiently fill the need, Management will:

Step 1: Request all casual, part-time and non-scheduled employees from the department by seniority. If volunteers do not sufficiently fill the need, Management will;

Step 2: Request employees from an "Overtime Request List" (a sign-up sheet which includes bargaining unit employees who are interested in working additional hours). CONSIDERATION WILL BE GIVEN TO SKILLS/TRAINING REQUIRMENTS FOR CERTAIN DEPARTMENTS. If this step fails to sufficiently fill the need, Management will;

Step 3: Require employees in the department to work overtime.

Management will not implement overtime as a means of eroding the bargaining unit or the avoidance of hiring additional staff.

Section 5. Overtime shall be divided and rotated as equally as possible within the department, according to seniority with in classification, and among those employees who regularly perform such work.

Section 6. Full and part-time employees who are scheduled to work on the P.M. or nightshift are paid a shift differential premium. P.M. shift differential will be seventy-five (\$.75) cents per hour from 2:30 p.m. to 11:00 p.m. for full shifts

(premium paid from 5:00 p.m. on for partial shifts).  
Night shift differential will be one (\$1.00) dollar per hour from 11:00 p.m. to 7:00 a.m. In the event an employee works a full eight (8) hour shift starting between 2:30 p.m. and 1:00 a.m., the employee will be paid the appropriate differential for the full shift, based on the time frames defined above.

Section 7. Full and part-time employees who are scheduled to work Saturday or Sunday shall be paid an additional weekend premium. Weekend differential will be paid at the rate of twenty-five (25) cents per hour. The "weekend" will start at 11:00 p.m. Friday night and run until 11:00 p.m. Sunday night.

Section 8. The wage schedule as negotiated shall be found in "Schedule A" which is attached hereto.

Section 9. Management will post schedules at least one (1) week in advance of the work period unless unusual circumstances exist. No employee shall be required to take time off the regularly scheduled work days in a pay period in lieu of time worked on scheduled off days in said period.

Section 10. There shall be no pyramiding on overtime.

Section 11. Staffing Days

In the event that less staff are required due to a decline in patient census/decreased workload, the following will occur:

- a) The employee may be transferred to another area within their classification. The least senior employee in the classification in the department on that scheduled shift may be required to take such transfer, and if additional transfers are required, the employer shall continue to use the seniority list in rotating inverse order, with the most senior employee being the last employee required to take a



transfer.

b) If no other area is in need of staff, department overtime will be considered for reduction, then voluntary staffing will be offered. Management will attempt to notify the most senior employee(s) requesting a staffing day at least one (1) hour prior to the start of his/her shift. However, if Management is unable to reach the employee, the most senior employee(s) who volunteered will be granted the staffing day when they report to work.\* An employee may be reassigned to another department within their classification where there are voluntary staffing requests for that shift. This may occur providing the employee agrees to the reassignment instead of a mandatory staffing day, they are qualified to work in the area, and it does not compromise unit operations.

\*If Management is unable to reach an employee to inform them of a staffing day, and the employee reports to work and is offered one (1) hour of work within his/her capacity to perform, the employee shall perform such work or forfeit the one (1) hour pay.

c) If further staffing is required, the least senior employee in the classification in the department on that scheduled shift will be required to take such staffing day, and if additional staffing days are required, the employer shall continue to use the seniority list in rotating inverse order, with the most senior employee being the last employee required to take a staffing day. For the nursing area, the employee from the affected department may replace an employee from another department with a less recent staffing date if they have similar skills and are qualified. Adequate levels of department based staff will be maintained.

For purposes of staffing, Nursing departments are:

Med/Surg  
Maternal/Child-Nursing (MCN)  
Critical Care  
Emergency Department  
Mental Health/Behavioral Health  
Center for Transitional Rehabilitation (CTR)  
Surgical Services

Section 12. Reporting Pay

Any employee called to work, or permitted to come to work, with less than one hour notification, or who was not notified, and there is less than four (4) hours work, shall receive in such instances, a minimum of four (4) hours pay; except in the case of labor disputes, or other conditions beyond the control of Management (such as Ny act of God, fire, misconduct on the part of the employee, flood, storm, and power failure). However, if offered four (4) hours work within his/her capacity to perform, the employee shall perform such work or forfeit call-in pay.

Section 13. Training Pay

In the event an employee is assigned by Management to train another employee for four (4) hours or more, they shall receive \$.50 per hour for that time period. Training pay is paid when the employee is directed to provide initial instruction to a trainee and/or when the employee evaluates and completes the formal competency documentation of the trainee.

Training pay will not be paid in addition to Crew Leader pay.

ARTICLE XVIII

PERSONAL DAYS

Section 1. Personal Days An employee who is at work and wishes to leave due to illness shall receive approval from his/her supervisor.

Section 2. An employee who will be absent from

work must notify his/her supervisor at least one (1) hour before the start of his/her shift, except in the case of an emergency. The exception to this is in patient care areas, where Management may require an employee who will be absent from work to notify his/her supervisor up to two (2) hours before the start of their shift, except in the case of an emergency.

Section 3. Upon completion of the probationary period, each employee covered by this Agreement will be eligible to accrue up to five (5) personal days per year, based on regular hours worked. These days may be used as either sick, personal, or vacation days. These personal days are accrued on a percentage basis of regular hours worked. Any days accrued in excess of ten (10) will be paid off at the pay period closest to December 1st each year, in one (1) hour increments.

Every reasonable effort will be made to accommodate personal day requests, when submitted in writing during the scheduling process per posted departmental guidelines. Management has the right to limit the number of requests granted at one time and may consider departmental workload and adequate staffing in making the decision on personal day requests.

Requests for personal days within a current schedule period must be made in writing, at least one (1) day (24 hours) in advance and will be considered based on department workload, the nature of the request and the ability of the employee and/or supervisor to find suitable coverage. Management has the right to grant or deny personal day requests received after the schedule is posted.

Personal days may be used in one (1) hour increments.

The employees shall not be expected to find their own coverage for a personal day when it is properly requested three (3) days before it will be taken.

ARTICLE XIX

BEREAVEMENT

A personal leave of absence up to three (3) working days at regular pay will be allowed for full-time employees (one (1) day for part-time employees) to attend the funeral for a member of his/her immediate family. This includes:

husband/wife  
mother/father  
son/daughter  
brother/sister  
son-in-law/daughter-in-law  
grandparents  
grandchildren  
brother-in-law/sister-in-law  
mother-in-law/father-in-law  
grandparents-in-law  
step relationships.

To be eligible for bereavement benefits, notify your Department Head or Supervisor immediately. The employee must give the name and relationship of the deceased, the date and place of the funeral. The Supervisor has the right to request documentation to substantiate the request. Full time employees shall be allowed to take one unpaid excused day for the funeral of a family member other than those listed.

ARTICLE XX

HOLIDAY PAY

Section 1. All full-time eligible employees are granted the following holidays during the calendar year:

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

Section 2. Temporary, part-time, and probationary employees are not eligible for holiday pay except as stipulated under Section 5 of this Article.

Section 3. Employees shall be paid, as provided for the eight (8) holidays listed, providing they meet with all of the following eligibility requirements:

(a) The employee has seniority as of the date of the holiday.

(b) The employee must have worked the hours scheduled on the last scheduled workday prior and the hours scheduled on the next scheduled workday following the holiday.

(c) Must work, if scheduled, all hours on the holiday.

(d) Employees shall not be required to take an additional day off during the pay period if they work the holiday.

Section 4. If an employee is on vacation on any of the above named holidays, he/she shall be entitled to an additional day off with pay for the holiday.

Section 5. A full-time or part-time employee required to work on the listed holidays shall

receive time and one-half for hours worked. In addition, eligible employees will receive regular holiday pay (full-time employees only).

ARTICLE XXI

TUITION REIMBURSEMENT

Eligible employees who have completed the probationary period will be able to participate in the Hospital tuition reimbursement program.

ARTICLE XXII

FLEXIBLE BENEFITS

A Flexible Benefit Plan is established to provide eligible employees a means of choosing benefits from the available benefits programs on a favorable tax basis. The benefit programs include options for health insurance, dental insurance, short term sickness and accident insurance, life insurance, dependent life insurance, long term disability insurance, vision care plan, long term care insurance, and spending accounts.

"Casual" employees averaging 40 or more hours worked per pay period for four consecutive fiscal quarters will be changed to part time status and be eligible for part time benefits.

Section 1. MEDICAL BENEFITS

*Footnote Hospital has been designated as the Union's health insurance plan including the following changes.*

(a) *Union members will have a per pay period contribution of:*

*8% of the premium effective July 1, 1998*

*9% of the premium effective January 1, 1999*

*10% of the premium effective January 1, 2000*

(b) The following co-pays will remain in effect for the 3 year contract.

Medical Plan

A. Co-pay Increases	
Office Visits	\$15
Urgent Care	\$25
Ambulance	\$55
Emergency	\$65
Prescription Drugs	
1. Non-Maintenance	
@ Foote	\$8/\$10
@ Preferred provider	\$13/\$15
@ Non-Preferred Provider	\$18/\$20
2. Foote Maintenance	
	\$10/\$12
Maternity Deductible	\$150
Depo-Provera Injections	
1. Office Visit	\$15
2. Injection	\$15
Diabetic Management	
1. Initial Assessment	\$15
2. Education Classes (4)	\$15/class
Insulin Instruction (1)	\$15
B. Prosthetics (braces, limbs replacement)	
Expand coverage to provide for an additional purchase to:	
1. Accommodate growth, or	
2. Change in medical condition	
C. Mental Health/Behavioral Health	
-Lifetime Maximum deleted	
-Managed Care plus Non-Preferred provider benefits	
1. Inpatient: 70% after deductible up to 20 days/yr	
2. Outpatient: 70% after deductible up to 20 visits/yr	
-Basic Major Medical Non-Preferred Provider benefit:	
1. Inpatient: 80% after deductible up to 20 days/yr	
2. Outpatient: 80% after deductible up to 20 visits/yr	

Section 2. SICKNESS AND ACCIDENT BENEFITS

Eligible full-time employees will be provided with a sufficient amount of Flex Credits to choose short term sickness and accident benefits providing for 75% base pay replacement for 26 weeks at a maximum weekly benefit of \$1,000. Benefits payable will coordinate with any mandated state or federal benefits payable, no-fault auto insurance benefits, social security disability benefits, and worker's compensation benefits payable to the employee.

Section 3. LIFE INSURANCE BENEFITS

Eligible full-time employees will receive enough Flex Credits to choose \$12,000 life insurance. Part-time employees will receive pro-rated Flex Credits.

Section 4. Management will not make any changes to the Health and Dental Insurance programs during the life of this Collective Bargaining Agreement without the Agreement of the Union.

If Management decides to change elements of the Flexible Benefits program for other Hospital employees, Management will meet with the Union to explain the changes and, upon Agreement of the Union, such changes will be offered to Union members.

Section 5. In the event of a layoff of less than 30 days duration for the purpose of adding equipment or department construction, the Hospital will continue Health, Dental, Vision, and Life Insurance for the period of layoff with the employees paying their normal share of the cost.

ARTICLE XXIII

PENSION PLAN

Effective July 1, 1990, bargaining unit employees will participate in the W. A. Foote Memorial



Retirement Account Plan. Participation in the plan shall be governed by the plan document.

ARTICLE XXIV

WELLNESS PROGRAM

Eligible employees will be able to participate in the wellness program at the same level as non-bargaining unit employees. Employees shall also participate in the Health and Wellness Program.

ARTICLE XXV

VACATIONS

Section 1. To be eligible for vacation an employee must have completed twelve (12) months of service.

Section 2. Eligible full-time employees will receive pro-rated vacation pay based on regular hours worked:

After 1 year (12 months) of service: 2 weeks (10 days)

After 5 years (60 months) of service: 3 weeks (15 days)

After 10 years (120 months) of service: 4 weeks (20 days)

Section 3. Employees cannot borrow ahead on vacation not yet earned. Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of the leave. Employees may request to use vacation time up to the amount they accrue annually.

Section 4. Absence on account of sickness, injury or disability, in excess of that hereinafter authorized for such purposes may, at the request of

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the employee and at the discretion of the Department Head and Administrator, be charged against vacation leave allowance.

Section 5. Seniority can be exercised for vacation selection in the following manner:

(a) Vacation requests for vacation to be taken between May 1<sup>st</sup> and October 31<sup>st</sup> shall be submitted to the Department Head no later than March 31<sup>st</sup> of each year.

(b) Vacation request for vacation to be taken between November 1<sup>st</sup> and April 30<sup>th</sup> shall be submitted to the Department Head no later than September 30<sup>th</sup> of each year.

(c) After March 31<sup>st</sup> and September 30<sup>th</sup>, seniority will not apply when honoring vacation requests.

Section 6. The employee will be notified of the grant or denial of the vacation request by the employer within the following time lines:

(a) By April 15<sup>th</sup> for vacations in May By April 30<sup>th</sup> for vacations between June 1<sup>st</sup> and October 31<sup>st</sup>.

(b) By October 15<sup>th</sup> for vacations in November by October 31<sup>st</sup>, for vacations between December 1<sup>st</sup> and April 30<sup>th</sup>.

Section 7. Employees who are discharged and not reinstated through the Grievance Procedure, or quit without two weeks written notice, shall be entitled to any vacation pay. Employees who give two (2) weeks, written notice and work until the termination date on said notice, shall receive pro-rated vacation pay based on the total of each one (1) hour increment accrued.

Section 8. An employee eligible for vacation

must take the time off. Payment will not be made in lieu of time off.

Section 9. An employee desiring advance vacation pay before taking his/her vacation may, if he/she has passed their anniversary date, receive vacation pay provided he/she supplies the Payroll Department with written notice ten (10) working days in advance of the time he wishes the money and, provided that the employee will otherwise be absent on the pay day.

Section 10. An employee may accumulate vacation time in the amount of twice the amount he/she would normally accrue. (i.e., 10 days per year can accumulate 20 days maximum, 15 days per year can accumulate 30 days maximum, 20 days per year can accumulate 40 days maximum).

Section 11. Employees who are on leave of absence and request vacation pay will not receive holiday pay for the holidays, which may fall within their vacation period. Employees with less than one (1) year of seniority, who are on a leave of absence, will not receive vacation pay until after they pass their anniversary date and return to work following the leave.

#### ARTICLE XXVI

##### PART-TIME EMPLOYEE VACATION

Section 1. Part-time employees shall receive vacation benefits after one (1) year of continuous service and the anniversary date of the employee will be used as the computation basis.

Section 2. Employees who are discharged and not reinstated through the Grievance Procedure, or quit without two (2) weeks written notice, shall not be entitled to any vacation pay. Employees who give

two (2) weeks written notice and work until the termination date on said notice, shall receive pro-rated vacation pay, based on the total of each one (1) hour increment accrued.

Section 3. Part-time employees will earn vacation time on a pro-rated basis for regular hours worked based on the following schedule:

After 1 year (12 months) of service: 2 weeks (10 days)  
After 5 years (60 months) of service: 3 weeks (15 days)  
After 10 years (120 months) of service: 4 weeks (20 days)

Section 4. *Employees eligible for vacation may request accrued time without taking the time off as long as combined vacation/work time do not exceed eighty (80) hours in the pay period.*

#### ARTICLE XXVII

##### UNIFORMS

Section 1. Uniform standards will be established for each department. Each full time employee who is required to wear a designated uniform will be provided up to three (3) uniforms per year. Part time/casual employees will be provided up to two (2) per year. The charge for extra uniforms will be fair and reasonable. Employees are expected to launder, alter, mend and generally care for their own personal uniforms.

This policy shall apply only to those departments currently providing uniforms for employees.

Section 2. Employees leaving employment, for whom uniforms are furnished by the Hospital, must return their uniforms before the final paycheck will be issued.

ARTICLE XXVIII

FULL-TIME & PART-TIME EMPLOYEES

Section 1. A full-time employee is defined as an employee who works the established hours in his department, or averages not less than seventy-two (72) hours in a pay period.

Section 2. A part-time employee is defined as one who works less than the established hours in his department, or less than seventy-two (72) hours in a pay period.

ARTICLE XXIX

REST PERIOD

Full-time employees may have two (2) rest periods during an ordinary eight (8) hour shift. Part-time employees working four (4) or more consecutive hours may have one (1) rest period during such shift of four (4) or more hours. The exact time of the rest period and lunch period will be determined by the Supervisor or Department Head.

An employee should not be away from his work more than fifteen (15) minutes during these rest periods. Coffee is available in the cafeteria, and other items may be purchased during scheduled rest periods. Refreshments will not be taken to locker rooms or departments. Abuse of rest periods is proper cause for *corrective action*.

ARTICLE XXX

JURY DUTY

A full time or part time employee, called to report for jury duty on a scheduled workday, will receive pay for any hours missed on the shift up to the full shift. The employee retains the check received from the court. The employee should ask the court clerk for a jury duty slip showing a half-day or full day served. This is turned into the department manager/nurse manager. Time missed for jury duty is to be entered into Time and Attendance on the pay period served.

ARTICLE XXXI

GENERAL

Section 1. It is understood and agreed that any power and authority the Hospital had prior to the signing of this Agreement is retained by the Hospital, except those special abridged, delegated, or granted herein.

Section 2. Health Examinations

(a) Annual skin test will be scheduled for all employees on the anniversary month of their employment. Employees found to be tuberculin positive will have two (2) consecutive chest x-rays followed with an annual surveillance questionnaire. Employees exposed to active tuberculosis are required to have a skin test immediately if one has not been done within the last three (3) months, then repeated in (12) weeks.

Tuberculin positive employees who are exposed to active tuberculosis will have evaluation three (3) months after exposure and have a chest x-ray only if symptoms are exhibited.

(b) An annual physical examination, along with such tests as may be determined by the Health Service Physicians, may be required for employees working in Dietary, Nursery and Obstetrics. The Hospital will pay for the examination, which must be done by one of the Health Service Physicians. Employees working in other departments may be required to have an annual physical examination. Any employee who is absent from work for thirty (30) days or more, for any reason, may be required to have a physical examination before returning to work.

Section 3. Any employee who becomes ill at work and is required by his supervisor to go to the Emergency Room shall have the charges above the Insurance coverage paid by the Hospital. Following a compensable accident or illness a physical examination must be obtained before the employee may return to work.

Section 4. The Hospital shall furnish bulletin board space for the Union. Items to be posted must be approved by the Human Resources Department.

Section 5. Safety

(a) Employees working alone for an entire shift in a department will be provided an emergency communication apparatus- i.e., handheld radio, and Security Control Center will make hourly checks by telephone.

(b) The Employer agrees to comply with all local, state, and federal safety laws and requirements.

(c) No employee shall be punished or discriminated against in any way for bringing health and safety problems to the attention of Management.

(d) Infection Control

- The Employer shall provide the hepatitis B vaccine at no cost to each employee at high risk to exposure to blood and other potentially infectious body fluids in the course of the employee's job. At the employee's request the Employer shall provide for an annual antibody test to ensure that the employee's antibody titer level is sufficient to protect against HBV.

- The Employer shall provide twenty-four (24) hour confidential information and referral for employees who sustain needle-stick injuries or other blood fluid exposures. The Employer's post-exposure protocol shall meet Centers for Disease Control (CDC) guidelines.

- The Employer shall provide an annual infection control update for all employees.

- The Employer shall provide protection to employees from occupational transmission of airborne infectious diseases including, but not limited to Tuberculosis, through the use of engineering controls, work practice controls, personal protective equipment, training and education, and the development of a comprehensive airborne infectious disease program

(e) There will be a Union representative appointed by the Union and Management to the Hospital Safety Committee.

#### ARTICLE XXXII

##### MUTUAL RE-OPENER

It is hereby agreed that this Agreement may be opened at any time during the life of the Agreement, to negotiate economic issues, if mutually agreed to by both parties.



ARTICLE XXXIII

SCOPE, WAIVER & ALTERATION OF AGREEMENT

Section 1. The Hospital and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matters that may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

It is further agreed that neither party has relinquished any rights or given up any position or affected its right to interpret the Collective Bargaining Agreement by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.

Section 2. No Agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee, or groups of employees, with the Hospital, unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 4. If any Article or Section of this Agreement or any Supplement thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate

collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 5. This Agreement shall become effective on May 16, 1993 and remain in full force and effect through May 15, 1996 and shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given the other party, in writing by registered mail, ninety (90) calendar days prior to its termination date.

#### ARTICLE XXXIV

##### TERMINATION & MODIFICATION

Section 1. This Agreement shall continue in full force and effect through April 15, 2001.

Section 2. If either party desires to terminate this Agreement, it shall give written notice of termination ninety (90) calendar days prior to the termination date. If neither party shall give notice of termination, or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party upon written notice ninety (90) calendar days prior to the current year of termination.

Section 3. If either party desires to modify or change this Agreement, it shall give written notice of amendment, ninety (90) days prior to the termination, or any subsequent termination date, in which event the notice of amendment shall set forth the nature of the amendment or amendments desire. If notice of amendment of this Agreement has been given in accordance with the paragraph, this

Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the terms of this Agreement.

Section 4. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail, addressed to the Union: International Union of Operating Engineers, Local 547, AFL-CIO, 24270 W. Seven Mile Road, Detroit, Michigan 48219; and if the Employer addressed to: W. A. Foote Memorial Hospital, Incorporated, 205 North East Avenue, Jackson, Michigan 49201, or to any other such address the Union or the Employer may make available to each other.

Section 5. The effective date of this Agreement is May 16, 1998.

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

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

Philip Schlapp  
Philip Schlapp  
Jennifer L. Trudeau  
Jennifer Trudeau  
Dave Ivers  
Dave Ivers

W.A. FOOTE MEMORIAL HOSPITAL, INC.

Georgia Fojtasek  
Georgia Fojtasek  
Peter Ford  
Peter Ford

Mark DeNato  
Mark DeNato

Debra Jackson-Holdwick  
Debra Jackson-Holdwick

Mick Crowley  
Mick Crowley

Marty Kohn  
Marty Kohn

LETTERS OF AGREEMENT

Part-Time/Full-Time Ratio

The Hospital agrees that part-time employees will not be hired to replace full-time employees in an effort to erode the bargaining unit, and part-time employees will be hired only as follows:

- (1) Part-time employees scheduled fewer than 32 hours per pay period will be hired only when operating necessity requires the use of such part-time help.
- (2) Part-time employees scheduled for 32 hours or more shall be hired only where operating efficiency requires the use of such part-time help. The cost of employees' benefits shall not be a consideration when determining operating efficiency.

Child Care

If the Hospital develops a child care center, the bargaining unit shall participate at the same level as the non-bargaining unit employees.

Joint Teams

The Union and Management agree to form joint teams at some point after negotiations are completed to consider developing

- 1) incentive pay opportunities
- 2) peer review of *corrective action*

Steward's Release Time

The Hospital shall pay Stewards (15) fifteen hours per month (in the aggregate) at one-half time their normal rate to attend functions (seminars, community service functions) as designated by the Union. This

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time shall be accumulated if unused. The Union, through one of its officers or representatives, must request use of this time by written communication with the Director of Human Resources.

This time will be in addition to release time for processing grievances.

In no event shall this time be considered as time worked for the purpose of calculating overtime.

When Steward's Release Time is used for Foote Hospital contract negotiation meetings, vacation and personal days will accrue for the on half (1/2) time pay paid by the Hospital.

Chief Steward Pay

*The Hospital will pay 8 hours per week for Beth Gilbert, Chief Steward, to attend Foote Hospital meetings per the following conditions:*

1. *Chief Steward pay will not accumulate from pay period to pay period.*
2. *It is agreed that the Chief Steward will make every effort to minimize the amount of regular working hours that is devoted to grievance investigation and other Union business.*
3. *In the event there is no Foote Union business to attend to, the Chief Steward will make herself available for Foote Hospital work.*

*In addition, the Hospital and Union agree to the following:*

- a) *Beth Gilbert is the only person this "Chief Steward Pay" clause will apply to. That is, this agreement will not apply to subsequent Chief Stewards without the written agreement of both the Hospital and the Union.*
- b) *Beth Gilbert, Chief Steward, will work two days per week on IOUE business primarily away from the Hospital campus and on Union business not related to*

Foote Hospital.

- c) Beth's official status at the Hospital will be FT/ 80 hours with the IUOE paying for 16 hours of Beth's pay per week and 40% of the cost of her benefit package.
- d) Effective 7/1/98, the above will be piloted for a 12 month period. At the end of 6 months, 9 months, and 12 months, this agreement will be reviewed. At any of these three review times, the Hospital may cancel this entire arrangement (and revert back to the immediately preceding contract language) at its discretion and without the Union having recourse to the grievance process.
- e) CSP will schedule Beth for 32 hours of work in CSP per pay on 2<sup>nd</sup> shift. Footo Union business and IUOE business will be scheduled around CSP schedule.
- f) If this agreement is cancelled, Beth Gilbert will return to her former position, shift, and status in CSP.

#### Staffing

The Hospital agrees that in the event the level of staffing days for floor nurse aides reaches 25% in the aggregate for any two (2) consecutive pay periods, it will promptly meet and discuss with the Union implementation of the layoff procedure.

#### Equalization

It is not the intent of the Hospital to discontinue the existing practice of rotation and equalization of staffing days.

#### Aide Classifications

For the purposes of layoff/recall and posting/bidding only, the following Aide classifications will be considered one classification:

- Aide (Transport, ER, OR)
- Aide (Patient Care)
- Resident Care Aide
- L&D Tech Aide

Employee must be able to perform the work and meet job qualifications when changing work areas per existing contract provisions.

CSP Classifications

(1) Current CSP Bargaining Unit employees will be classified as CSP Tec if they have current National Institute for the Certification of Healthcare Sterile Processing and Distribution Personnel (NICHSPDP) certification.

(2) CSP Techs who allow their NICHSPSP certification to expire will return to the CSP Aide classification.

(3) NICHSPDP certification will be added to the CSP Tech job description as a required job qualification. Future job openings may be filled by recruiting NICHSPDP certified techs.

In the event CSP Management chooses to hire, instead, into the CSP Aide classification, the Aide must become NICHSPDP certified, and therefore, move to the CSP Tech classification within 2 years of entry into the CSP Department after May 15, 1996 and failing to become NICHSPDP certified within 2 years will result in the termination of their employment.

This language does not prevent such employees from bidding to another position prior to the completion of two years in the CSP Department.

(4) Current CSP Aides who have not completed the LCC course will remain in the CSP Aide classification if they choose not to take the NICHSPDP certification.



SCHEDULE A

WAGE RATE SCHEDULE EFFECTIVE 4/16/98

JOB #	POSITION	RANGE	ENTRY	STEP 1	STEP 2	STEP 3
5	Aide-CSP, Transport, Scheduled Care, OR	100.01	7.45	7.88	8.30	9.21
412	Aide-Patient Care	101.01	7.60	8.03	8.35	9.42
509	Aide-Resident	101.01	7.60	8.03	8.35	9.42
52	Cook	105.01	7.20	7.80	8.40	9.57
53	Cook Assistant	106.01	6.70	7.38	8.06	9.21
6	Diet Aide I	107.01	6.95	7.55	8.15	9.21
415	Diet Aide II	113.01	7.08	7.68	8.28	9.42
414	Dietary Cashier	112.01	6.70	7.38	8.06	9.21
119	General Kitchen	108.01	6.55	7.23	7.91	9.06
127	Housekeeper	102.01	6.55	7.23	7.91	9.06
413	Laundry Linen Clerk	111.01	7.05	7.73	8.41	9.57
134	Laundry Utility	103.01	6.55	7.23	7.91	9.06
516	Patient Support Assoc	101.01	7.60	8.03	8.35	9.42
314	Tech, CSP**	110.01	7.75	8.23	8.75	9.72
539	Tech, CTR	114.01	7.75	8.18	8.70	9.67
351	Tech, Rehab	109.01	7.75	8.18	8.60	9.57
500	Tech, Pain Clinic	109.01	7.75	8.18	8.60	9.57

\*\* After satisfactory completion of junior college training and/or required training.

Effective 4/16/99

#	Position	Range	Step 1 DOH	1/2 Step 1 YR	Step 2 2 YR	Step 3 3 YR
5	Aide-CSP, ER,OR, Transp	100.01	8.03	8.24	8.45	9.56
412	Aide - Pat Care	101.01	8.18	8.34	8.50	9.77
509	Aide - Resident	101.01	8.18	8.34	8.50	9.77
52	Cook	105.01	7.95	8.25	8.50	9.92
53	Cook Ass't	106.01	7.53	7.87	8.21	9.56
6	Diet Aide I	107.01	7.70	8.00	8.30	9.56
415	Diet Aide II	113.01	7.83	8.13	8.43	9.77
414	Dietary Cashier	112.01	7.53	7.87	8.21	9.56
119	General Kitchen	108.01	7.38	7.72	8.06	9.41
127	Housekeeper	102.01	7.38	7.72	8.06	9.41
413	Laundry Linen Clerk	111.01	7.88	8.22	8.56	9.92
134	Laundry Utility	103.01	7.38	7.72	8.06	9.41
516	Patient Support Assoc.	101.01	8.18	8.34	8.50	9.77
314	Tech, CSP	110.01	8.38	8.64	8.90	10.07
539	Tech, CTR	114.01	8.33	8.59	8.85	10.02
351	Tech, Rehab	109.01	8.33	8.54	8.75	9.92
500	Tech, Pain Clinic	109.01	8.33	8.54	8.75	9.92

Effective 4/16/00

<u>#</u>	<u>Position</u>	<u>Range</u>	<u>Step 1 DOH</u>	<u>1/2 Step 1 YR</u>	<u>Step 2 2 YR</u>	<u>Step 3 3 YR</u>
5	Aide-CSP, ER,OR, Transp	100.01	8.13	8.34	8.55	9.91
412	Aide - Pat Care	101.01	8.28	8.44	8.60	10.12
509	Aide - Resident	101.01	8.28	8.44	8.60	10.12
52	Cook	105.01	8.05	8.35	8.65	10.27
53	Cook Ass't	106.01	7.63	7.97	8.31	9.91
6	Diet Aide I	107.01	7.80	8.10	8.40	9.91
415	Diet Aide II	113.01	7.93	8.23	8.53	10.12
414	Dietary Cashier	112.01	7.63	7.97	8.31	9.91
119	General Kitchen	108.01	7.48	7.82	8.16	9.76
127	Housekeeper	102.01	7.48	7.82	8.16	9.76
413	Laundry Linen Clerk	111.01	7.98	8.32	8.66	10.27
134	Laundry Utility	103.01	7.48	7.82	8.16	9.76
516	Patient Support Assoc.	101.01	8.28	8.44	8.60	10.12
314	Tech, CSP	110.01	8.48	8.74	9.00	10.42
539	Tech, CTR	114.01	8.43	8.69	8.95	10.37
351	Tech, Rehab	109.01	8.43	8.64	8.85	10.27
500	Tech, Pain Clinic	109.01	8.43	8.64	8.85	10.27

Full-Time longevity upon completion of probation  
(720 hours):

\$ .10 per hour

Step 3 rate will be used to determine rank order of  
classifications (i.e., determining which position is  
"higher").

Full-time and Part-time Employee Longevity:

After 5 years of service	\$ .10 per hour
After 10 years of service	\$ .10 per hour
After 15 years of service	\$ .10 per hour
After 20 years of service	\$ .10 per hour
After 25 years of service	\$ .20 per hour
After 30 years of service	\$ .20 per hour
After 35 years of service	\$ .20 per hour
After 40 years of service	\$ .20 per hour

Shift differential: \$ .75 per hour for P.M. Shift  
\$1.00 per hour Night Shift

See Article XVII, Section 6 for detail.

Additional

- *Three (3) year longevity increase is eliminated for all employee who reach Step 3 7/1/98 or after.*
- *Longevity now begins on your five (5) year anniversary.*
- *Crew Leaders will be paid \$1.00*
- *Under certain circumstances training pay of \$.50 per hour will be paid. See details in Article 17, Section 13.*
- *Time and Attendance cost center for Steward's time is 8711.*

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