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6/30/2002

# COLLECTIVE BARGAINING AGREEMENT

between

GENESYS REGIONAL MEDICAL CENTER

and

AFSCME Local 3518 2635



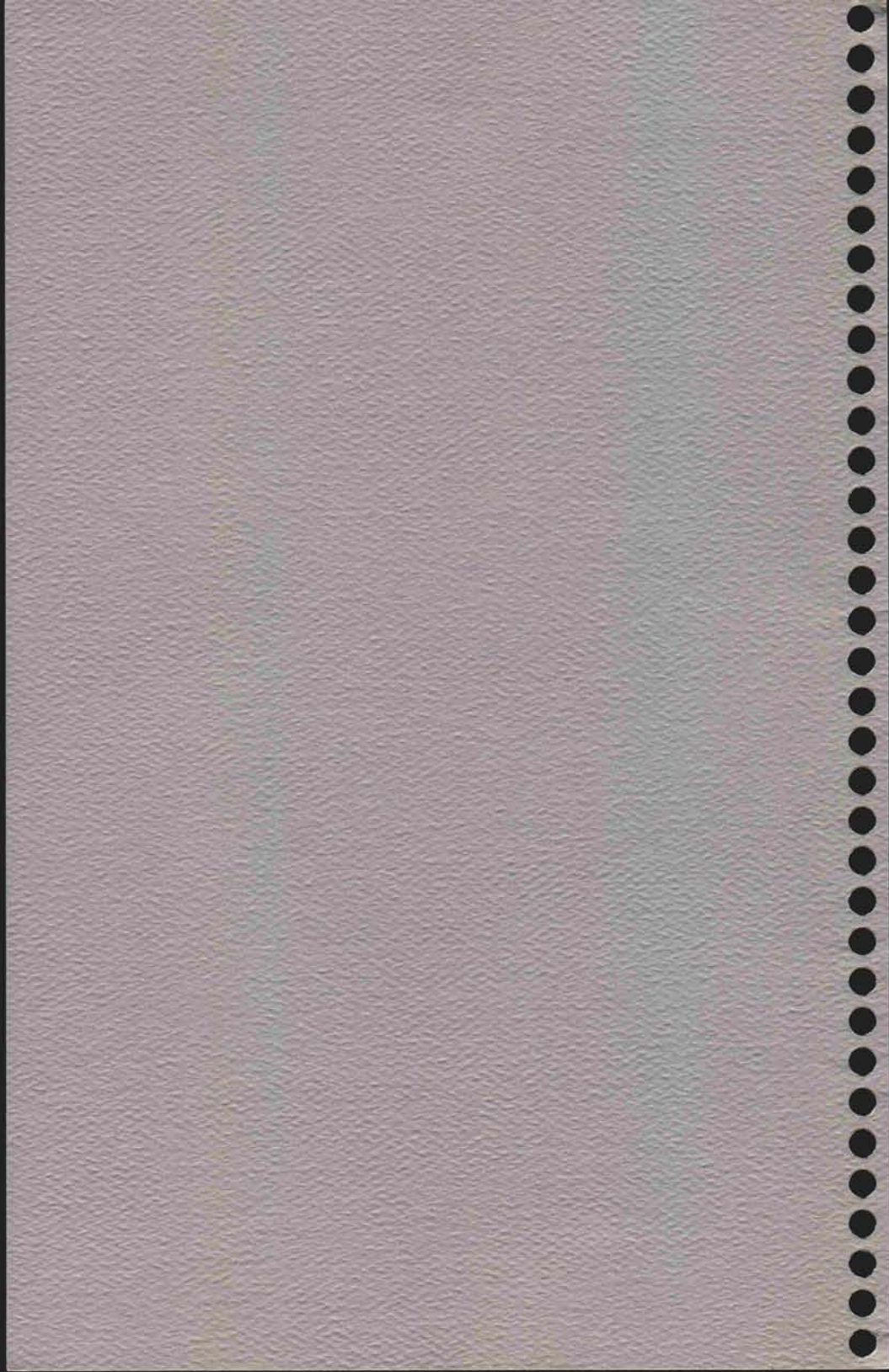
*Affiliated with the  
AFSCME Council 25 AFL-CIO*

Effective September 16, 1999

Expires June 30, 2002

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*Genesys Regional Medical Center*





## TABLE OF CONTENTS

	<b>Page</b>
Preamble .....	1
Article 1 Recognition .....	1
Article 2 Employee Security and Dues Checkoff . . . .	3
Article 3 Management Rights .....	8
Article 4 Representation .....	9
Article 5 Grievance Procedure .....	12
Article 6 Arbitration .....	16
Article 7 Rules .....	20
Article 8 Discipline .....	21
Article 9 Length of Service (Seniority) .....	22
Article 10 Promotions, Transfers and Assignments .	27
Article 11 Layoff and Recall .....	33
Article 12 Leaves of Absence .....	36
Article 13 Hours of Work .....	47
Article 14 No-Strike Clause .....	56
Article 15 Voluntary Organizations .....	57
Article 16 New or Changed Jobs .....	57
Article 17 Special Conferences .....	58
Article 18 Bulletin Boards .....	58
Article 19 Absenteeism and Tardiness .....	59
Article 20 Wages .....	67
Article 21 Paid Time Off (PTO) .....	68
Article 22 Vacations .....	75
Article 23 Holidays .....	76
Article 24 Health Insurance .....	78
Article 25 Group Insurance .....	84
Article 26 Dental Plan .....	87
Article 27 Optical Plan .....	89
Article 28 Workers' Compensation .....	91
Article 29 Pension .....	91

<b>Article 30</b>	<b>Protective Clothing and Safety</b> . . . . .	92
<b>Article 31</b>	<b>Longevity</b> . . . . .	93
<b>Article 32</b>	<b>General</b> . . . . .	94
<b>Article 33</b>	<b>Consolidation or Merger</b> . . . . .	96
<b>Article 34</b>	<b>Severance/Separation Pay</b> . . . . .	97
<b>Article 35</b>	<b>Termination</b> . . . . .	99
<b>Appendix A</b>	<b>Classifications By Wage Level</b> . . . . .	101
<b>Appendix A-1</b>	<b>Minimum Wage Rates Effective 07/04/1999</b> . .	102
<b>Appendix A-2</b>	<b>Minimum Wage Rates Effective 07/03/2000</b> . .	103
<b>Appendix A-3</b>	<b>Minimum Wage Rates Effective 07/02/2001</b> . .	104
<b>Letters of Understanding</b>		
<b>A</b>	<b>Union Business/Richard Bigsby</b> . . . . .	105
<b>B</b>	<b>Surgical Technicians</b> . . . . .	106
<b>C</b>	<b>Indemnification</b> . . . . .	107
<b>D</b>	<b>Medical Office Building</b> . . . . .	108
<b>E</b>	<b>Departments</b> . . . . .	109
<b>F</b>	<b>Consolidation Rates and Frozen Rates</b> . . . .	110
<b>G</b>	<b>SA Committee</b> . . . . .	111
<b>H</b>	<b>West Flint Campus</b> . . . . .	112
<b>I</b>	<b>Family Practice Health Center</b> . . . . .	113
<b>J</b>	<b>Rate Progression</b> . . . . .	114
<b>K</b>	<b>Step Adjustments</b> . . . . .	115
<b>L</b>	<b>PTO Letter of Understanding</b> . . . . .	116



## AGREEMENT

### PREAMBLE

THIS AGREEMENT entered into this 16th day of September, 1999, between GENESYS REGIONAL MEDICAL CENTER, One Genesys Parkway, Grand Blanc Township, Michigan, hereinafter referred to as the "Medical Center," and Local 2635, affiliated with Council 25, and chartered by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter collectively (i.e., Local 2635 and Council 25) referred to as the "Union."

WITNESSETH AS FOLLOWS:

That in consideration of the mutual understandings and agreements hereinafter set forth to provide orderly collective bargaining relations between the Medical Center and the Union, and recognizing that the interests of the patients and the job security of the employees depend upon the Medical Center's success in establishing a proper service to the patient, and desirous of improving and promoting the most efficient and harmonious operation and best possible patient care, it is mutually agreed between said Medical Center and said Union as follows:

### ARTICLE 1 - RECOGNITION

**Section 1.** The Medical Center recognizes the Union to the extent required by the National Labor Relations Act, as amended, for the unit of employees certified by the Michigan Employment Relations Commission in Case #R72 J-347 and described herein, engaged on jobs in its acute care hospital at Health Park, One Genesys Parkway, Grand Blanc, Michigan, Warehouse at Health Park, the Emergency Department facility and ROC facility at the Flint East Campus 302 Kensington, Flint, Michigan, consisting of all full-time and

regular part-time Service Associates (SA's) Material Clerks and Material Handlers (1 and 2), Support Helper 1's, Anesthesia Aides, Administrative Associates 1's (AA1's), Lab Assistants, Surgical Technicians, Buildings and Grounds employees, Housekeeping employees, Linen Service employees, Food and Nutrition Service employees, Pharmacy Technicians, Radiology Clerks, Radiation Oncology Clerks, CPD Aides and Technicians, Orthopedic Technicians and Physical Therapy Aides.

In the event the Medical Center relocates the Emergency Room facilities at the East Flint Campus, the Recognition Clause will be amended to reflect the new address.

**Section 2.** The collective bargaining unit shall exclude the Administrative Associate 2's (AA2's), Emergency Department Technicians, Scheduling Clerks, Respiratory Therapists and Technicians, E.E.G. Technicians, E.K.G. Stress Technicians, Registered Nurses, Graduate Nurses, Student Nurses, Licensed Practical Nurses, Dieticians, all Office-Clerical employees including the Secretaries in Buildings and Grounds, Housekeeping, Laundry, Food & Nutrition Services and Materials Management departments, all Supervisors, Guards, Technical and Professional employees.

**Section 3.** The terms "employee" and "employees" as used herein shall refer to and include only those employees who are employed in the bargaining unit described above and shall exclude all others not specifically included in the bargaining unit. Reference to the male gender shall include the female gender.

**ARTICLE 2 - EMPLOYEE SECURITY  
AND DUES CHECKOFF**

**Section 1.** Employees who are members of the Union shall remain members of the Union to the extent of paying regular, periodic dues as permitted by applicable law, as provided herein as a condition of employment during the regular term of this Agreement. Employees who are paying the service fee must continue to pay a service fee as permitted by applicable law equal to the regular periodic dues uniformly required of Union members as a condition of employment during the regular term of this Agreement.

New employees hired after the signing of this Agreement or present employees rehired excluding employees presently in the Medical Center's employ, but subsequently transferred into the bargaining unit after completion of their probationary period or employees who withdraw or have withdrawn from the Union under the provisions of Section 6, prior to the first pay period following thirty (30) days, must either become members of the Union or pay a service fee as permitted by applicable law equal to the regular, periodic dues uniformly required of Union members as a condition of employment.

**Section 2.** The Union agrees that neither the Union nor its members nor any employee will intimidate or coerce any employees with respect to their right to work or in respect to Union activity or membership, and further, there shall be no solicitation of employees for Union membership, or dues on Medical Center time. The Union further agrees that the Medical Center shall have the right to take disciplinary action for any violation of this provision.



**Section 3.** After the effective date and during the life of this Agreement and in accordance with the terms of the form of "Authorization for Payroll Deduction" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Medical Center agrees to deduct from the pay of employees who are Union members, the regular, usual, periodic, and uniform dues of the Union levied in accordance with the Constitution and Bylaws of the Union and which are uniformly required or the appropriate service fee, provided, however, that the Union shall first present to the Medical Center a certified statement of the amount of the dues certified by the Treasurer of the Union and written authorization in suitable form signed by the employees allowing such deductions and payments to the Union at least thirty (30) days prior to the date on which the dues are to be deducted. The Union shall be fully responsible for the validity and correction of the certified check-off list and authorization, and the Union shall indemnify, defend and save the Medical Center harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Medical Center in reliance upon such certified check-off list or authorization.

**Section 4.** The written authorization from employees will be on the Authorization for Payroll Deduction as shown below:

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: \_\_\_\_\_  
EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:

- An amount established by the Union as monthly dues.
- An amount equivalent to monthly dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, ASFCME, AFL-CIO on behalf of Local \_\_\_\_\_

Date started union position \_\_\_\_\_

CLOCK/EMPLOYEE # \_\_\_\_\_

BY: FIRST NAME INITIAL \_\_\_\_\_

LAST NAME \_\_\_\_\_

\_\_\_\_\_  
STREET NUMBER STREET NAME AND DIRECTION

\_\_\_\_\_  
CITY ZIP CODE

AREA CODE TELEPHONE \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE DATE

**Section 5.** Dues shall be deducted each pay period and shall be remitted to the treasurer of the Local Union within ten (10) days thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Local Union.

**Section 6.** There shall be a fifteen (15) day period (6-16-2002 to & including 6-30-2002) at the end of this contract in which any member of the Union may revoke his membership by giving notice in writing to the Medical Center and the Union.

**Section 7.** An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

The Local Union will be notified by the Medical Center of the names of such employees following the end of each month in which the termination took place.

**Section 8.** The Medical Center shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction," together with the provisions of this Agreement. The Medical Center shall have no responsibility for the collection of membership dues, initiation fees, special assessments, or any other deduction not in accordance with this provision.



**Section 9.** The Union agrees to indemnify and save the Medical Center harmless from any and all liability that may arise in consequence of application of this Article. Such indemnity shall include, but not be limited to, reimbursing any employee for any deduction made in error by the Medical Center, or reimbursement of any dues, fees, etc. that the Medical Center would be ordered to pay back to employees, including any back pay and including court costs and attorney fees.

**Section 10.** During the life of this Agreement the dues to be deducted are one (1) hour per pay based on the employee's straight time hourly rate on record on the last day in the last pay in July of each year and such rate shall then be used beginning with the dues deducted in September of that year.

In the event an employee moves to a lower rated classification after the start of any period, and begins receiving a lower rate of pay, the Medical Center will, at the next monthly dues deduction period, 30 days after the lower rate becomes effective, use said lower rate for subsequent dues deductions until the next annual adjustment period provided above.

**Section 11.** Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to financially support the Union as a condition of employment; provided, however, such employee, as a condition of employment, in lieu of payment of the periodic dues or service fee as required under applicable law, pay sums equal to such dues to any of the following non-religious charitable funds, which are exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

1. American Cancer Society
2. Children Miracle Network
3. Make A Wish Foundation

### **ARTICLE 3 - MANAGEMENT RIGHTS**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Medical Center. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include but are not limited to, full and exclusive control of the management of the Medical Center, the supervision of all operations, the methods, processes, and personnel by which all work will be performed, the number and nature of facilities to be operated, to establish Medical Center policies, regulations and procedures, the control of property and the composition, assignment, direction and determination of the size and type of its working forces including the right to assign employees to shifts in order to adequately staff the shifts with experienced personnel; the right to determine the work to be done, to decide job content, and the standards to be met by employees covered by this Agreement; the right to change or introduce new operations, methods, processes, or facilities, and the right to determine whether and to what extent work shall be performed by employees; the right to hire, set hours of work, assign, transfer, promote, demote, release and lay off employees; the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation. Nothing in the above provisions is to limit any other rights of the Medical Center, and the Medical Center reserves and retains specifically and exclusively, all of its inherent and customary rights, provided however, that in the exercise of these rights, the Medical Center shall not violate any express provision of this Agreement.

## ARTICLE 4 - REPRESENTATION

**Section 1.** For the handling of grievances in their behalf, the Union may appoint a Grievance Committee, from among the employees of the Medical Center in accordance with Sections 2 and 3 below. There may also be an alternate steward for the same area on the same basis for each area steward, said alternate steward to act in the absence of the regular steward. The stewards must be seniority employees with the Medical Center and must be on the active payroll when appointed. A Grievance Committee Chairperson may also be appointed by the Union. The Local Union President or his/her designee (i.e., the Grievance Committee Chairperson) shall function at Step Three of the Grievance Procedure. Said Local Union President may fill in when the regular steward and alternate for a given area are absent on his/her designated Union days. The Union shall notify the Medical Center in writing of the name of such persons. The Medical Center shall not be obligated to recognize such persons until such notification. Neither the Union nor its employee representatives shall advise or direct employees to disregard the orders of supervision.

**Section 2.** Each area steward on days shall be from a definitely defined district and shall represent only those employees in his respective district and shift, and only on days when he is scheduled to work, provided, if the area steward and alternate are not available on first shift, one of the other day shift stewards shall handle the grievance.



**Section 3.** Area/shift stewards shall be from among the employees in the following areas and/or shifts:

First Shift:

One (1) Steward from among SA's.

One (1) Steward from among AA1's.

One (1) Steward from among the Warehouse employees.

One (1) Steward from among the Food and Nutrition Services employees. One (1) Steward from among the B&G employees. One (1) Steward from among all other employees.

Second Shift:

Two (2) stewards from among all second shift employees, provided there shall not be more than one (1) steward from the same department/unit (in the case of SA's and AA1's).

Third Shift:

One (1) steward from among all third shift employees.

**Section 4.** It is agreed that Union officials shall have access to or enter the Medical Center's premises when necessary to attend a meeting with the Medical Center as provided in this Agreement, or as a private citizen in the normal use of Medical Center facilities, or as otherwise agreed by the Vice President of Human Resources or designated representative. The Union representatives shall enter and remain in the Medical Center only during their regular working hours or when visiting a patient unless otherwise agreed to by the Medical Center. No Union activity, except grievance processing as provided in Sections 5 and 6 herein, shall be conducted, on Medical Center premises during scheduled working times.

**Section 5.** Notwithstanding their position on the seniority list, the President, and the Grievance Committee Chairperson of the Union shall, in the event of layoff, be

continued at work as long as there is a job in the bargaining unit which they have the present ability to perform in the opinion of the Medical Center, and if laid off, they shall be recalled to work on the first open jobs which they have the present ability to perform. Stewards, notwithstanding their position on the seniority list, shall in the event of a layoff, be continued at work as long as there is a job in their classification which they have the present ability to perform in the opinion of the Medical Center and if laid off, they shall be recalled to work on the first open job within their classification which they have the present ability to perform.

**Section 6.** Stewards, including the Grievance Committee Chairperson, and the Union President as provided herein, may be allowed to leave their work after being notified by their supervisor that it is necessary for them to handle a grievance as provided in the Grievance Procedure, provided, however, they shall give an accounting of such time spent in such manner as required by the Medical Center. Said Union Representatives shall be compensated for necessary time spent during their regularly scheduled work shift (excluding overtime) in handling grievances as provided in the grievance procedure at their regular straight time hourly rate of pay.

Before leaving their work, the supervisor shall record on a Steward Pass furnished by the Medical Center, time of leaving, the name and location of the person to be contacted, and the reasons for leaving. Upon entering an area or department other than their own, said Union Representatives will report directly to the appropriate supervisor. Immediately upon returning to their work, said Union Representatives shall return the Steward Pass to his supervisor who will note on the pass the time the Union Representative returned to work. Supervisors shall have the right to inquire of any Union Representative who is not engaged in his regular assigned work the exact nature of the grievance activity on which he is engaged.

**Section 7.** The privilege of Union Representatives leaving their work during working hours as outlined above is subject to the understanding that the time will be devoted to the prompt handling of grievances, and Union Representatives will perform the work to which they are assigned at all times except when necessary to leave their work to handle grievances as specified herein. In the event of any abuse of Section 6 or 7, the matter shall be the subject of a special conference.

**Section 8.** The two second shift Stewards will be released with pay, for up to three (3) hours if scheduled to work on the day of the regular, monthly Steward meeting. At least four week's advance written notice of the regular scheduled monthly meeting must be given.

**Section 9.** Within six (6) months, the Medical Center will use its best efforts to find more suitable space for the Union Office.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE**

**Section 1.** A grievance is limited to matters of interpretation or application of express provisions of this Agreement.

No grievance shall be filed based on facts or events the employee had knowledge of which occurred prior to five (5) work days before the grievance is filed; and in any event, no grievance shall be filed in writing based on facts or events which have occurred prior to twenty (20) work days before the grievance is filed. Any grievance not carried to the next step by the Union within the time limits herein, or such extension as may have been agreed to in writing, shall be automatically closed on the basis of the last disposition.



The Medical Center shall not be required to pay back wages or make a monetary settlement covering any period beyond twenty (20) work days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which an employee may not have been aware before receiving his pay, any adjustment made shall be retroactive to the beginning of the pay period, if the employee files his grievance within twenty (20) work days after receipt of such pay.

Time limits may be extended by the Medical Center and the Union in writing, then the new date shall prevail. Work days, for the purpose of this Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Saturday, Sunday and Holidays.

**Section 2.** An employee having a grievance as defined above shall present the grievance to the Medical Center in the following manner:

**Step One.** If an employee has a grievance, he shall first discuss the matter orally with his supervisor. Following the discussion, if the employee still feels aggrieved, he/she shall request that his supervisor make arrangements to have a meeting between the appropriate area steward, employee, and supervisor to discuss the matter.

Said meeting shall be scheduled as soon as practical prior to the end of the employee's shift except in unusual circumstances, or in instances where the request was made within the last 60 minutes of the employee's shift in which case it will at least be scheduled within the first six (6) hours of the employee's next shift. If requested, the area steward shall be permitted to briefly discuss the grievance with the employee apart

from the supervisor before discussing it with the supervisor. The supervisor shall give his answer orally to the employee and the area steward within one (1) work day, unless a longer period is agreed upon.

At Step One, grievances involving decisions made by the Human Resource Department as well as grievances involving promotions under Article 10, Sections 2, 4 and 5, shall be referred to the Human Resource Manager involved in the decision.

**Step Two.** If the grievance is not resolved in Step One, the grievance may, within three (3) work days of receipt of the supervisor's answer or if no answer is received, within three (3) work days after the answer was due, be reduced to writing on a grievance form provided by the Medical Center and presented to the Department Head or designated representative for his written answer. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The Department Head or designated representative shall within ten (10) workdays, schedule a meeting between two (2) representatives of the Medical Center (normally the Department Head and the employee's immediate supervisor) and the employee and the involved steward in an attempt to resolve the grievance. The Department Head or designated representative shall give the employee an answer

in writing no later than five (5) workdays after conclusion of the meeting with a copy to the involved steward.

**Step Three.** If the grievance is not resolved in Step Two, the Union may, within five (5) work days after the answer in Step Two, or if no answer is received within five (5) work days after the answer was due, submit a written appeal of the grievance to the Vice President of Human Resources or designated representative. Such appeal shall state the position of the Union and the basis for appeal. Medical Center representatives shall meet with the Local Union President and a designated representative of Council 25 within fifteen (15) workdays of receipt of the written appeal. The employee may also be present. The Medical Center designee shall answer the grievance within ten (10) work days from the date of conclusion of the discussion of the grievance at said meeting.

**Section 3.** In the event back wages are a factor, all claims for said wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other wages he may have earned during the period of back pay eligibility.

No decision in any one (1) grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance by mutual written agreement. This shall not be interpreted to prevent an employee from filing a subsequent grievance if the violation is repeated.

**Section 4.** Any grievance which arose prior to the effective date of the Agreement shall not be processed under this Agreement.

**Section 5.** Any agreement reached between Management and the Union is binding on all employees affected. The sole remedy available to any employee for any alleged breach of this Agreement shall be pursuant to the Grievance Procedure, provided, however, that nothing herein shall prevent an employee from electing to pursue a legal or statutory remedy providing such election will bar any further or subsequent proceedings for relief under the Grievance Procedure.

**Section 6.** It is understood that in the application of Step I of the Grievance Procedure, in the event an employee's area steward is not at work on a weekend and the supervisor and employee agree that the grievance is of such a nature that it should not be held in abeyance, the supervisor will make arrangements to provide representation from an available steward from another area who has notified the Medical Center operator at the start of the shift that he/she is working that day.

**Section 7.** All resolutions reached in Steps One and Two of the Grievance Procedure shall be non-precedent setting and will not be referred to by either party, their employees, agents or other bargaining unit employees in any subsequent grievance or arbitration proceeding. Such settlements shall not be in violation of the specific provisions of this Agreement.

## **ARTICLE 6 - ARBITRATION**

**Section 1.** If the grievance is not resolved at Step Three of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, either party may, at its option, submit the grievance to arbitration by

written notice delivered to the Vice President of Human Resources or designee or Union President as the case may be within ten (10) work days after receipt of the Medical Center's answer in Step Three, or, if the Medical Center fails to submit its answer within the prescribed time limits in Step Three, within ten (10) work days after the expiration of the time limits in which the Medical Center is to submit its written decision in Step Three. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within the prescribed period, the Medical Center's last answer shall be final and binding on the Union, the employee, or employees involved, and the Medical Center.

**Section 2.** Upon receipt of the notice to arbitrate, the Local Union President and AFSCME Staff Representative may, by mutual agreement, meet with two (2) representatives of the Medical Center in an attempt to resolve appeal cases. Such meeting shall take place within twenty (20) days following receipt of the notice to arbitrate, unless extended by mutual agreement. If no resolution is reached at such meeting, or if there is no agreement to meet or no further extension is agreed upon, the parties shall within said twenty (20) days mutually agree to one (1) of the arbitrators from the panel below or select one (1) of the arbitrators from the panel below by blind draw. The arbitrators on the panel list shall be:

Ann Patton  
Barry Brown  
Mario Chiesa  
Peter Jason  
C. Keith Groty  
Mark Glazer



The arbitration hearing shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association.

**Section 3.** The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties without decision.

**Section 4. Powers of the Arbitrator.**

The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He shall have no power to establish wage scales or change any wage. He shall have no power to substitute his judgment for that of the Medical Center as to the reasonableness of any such practice, policy, or rule, unless such policy, practice, or rule is in violation of a specific Article and Section of this Agreement. His powers shall be limited to deciding whether the Medical Center has violated the express Articles and Sections of this Agreement; and he shall not imply obligations and conditions binding upon the Medical Center from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Medical Center.

It is further specifically understood that the Arbitrator:

- A. Shall have no power to substitute his discretion for the Medical Center's discretion in cases where the Medical Center is given discretion by this Agreement.
- B. Shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or regulation.

**Section 5.** At the time of the Arbitration hearing, both the Medical Center and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the Medical Center or the Union, or the Arbitrator, a transcript of the hearing shall be made and furnished to the Arbitrator with the Medical Center and the Union having an opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the Medical Center and Union a reasonable opportunity to furnish briefs.

**Section 6.** The Medical Center agrees that with proper notice, it will cooperate in seeking to have an employee (who is neither a Union Steward nor a Grievant), excused from work for the time necessary to testify in an arbitration case when the employee has been requested to appear as a witness for the Union. It is understood that the Union shall be responsible for the employee's lost time.

**Section 7.** Each party shall pay its own costs of processing a grievance through Arbitration. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration, including the expense of a transcript, if any, shall be shared equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

**Section 8.** The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee or employees involved, and the Medical Center.

The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an Arbitrator.

**Section 9.** After a case has been appealed to the American Arbitration Association, it cannot be withdrawn except by mutual written agreement of the parties.

### ARTICLE 7 - RULES

The Medical Center may adopt, revise and enforce rules and regulations not in conflict with the express terms of this Agreement governing discipline, duties and rules of conduct for employees. New or amended rules will be posted on the bulletin board for five (5) work days prior to their effective date. Prior to posting said rules, the Medical Center will send a copy of the rules to the Union. The Union may, by written request filed with the Vice President of Human Resources or designee within two (2) days of receipt of the rules, request a special conference to discuss said rules prior to their being posted. Said conference shall be held within five (5) work days between representatives of the Medical Center and not more than two (2) representatives of the Union and/or a representative from Council 25 or the International. If the Union believes a proposed rule is in conflict with the Agreement, it must submit a written grievance at Step Three of the procedure within two (2) work days after the conclusion of the special conference.

## ARTICLE 8 - DISCIPLINE

**Section 1.** The parties recognize the unique characteristics of the Medical Center and the importance of maintaining a high standard of conduct among employees. When disciplinary measures are to be taken, they shall include, but not be limited to, the following:

- A. Written Warning
- B. Written Reprimand
- C. Suspension
- D. Discharge

It being understood that, based on the seriousness and nature of the offense and other applicable factors, disciplinary action may be initiated at any step.

**Section 2.** In the event an employee is suspended or discharged, the Medical Center will notify the Union in writing. Any grievance concerning a suspension (for 5 days or more) or discharge must be filed, in writing, with the Vice President of Human Resources or designee within five (5) workdays of the suspension or discharge at Step Three of the Grievance Procedure. Any grievance concerning a suspension of less than five (5) days shall be filed in writing with the Department Head within five (5) work days at Step Two of the Grievance Procedure.

If no grievance is filed in accordance with the time limit specified herein, the Medical Center's action will be deemed proper and subject to no further review or protest.

If the employee is on the premises at the time of his suspension or discharge, he shall, upon request, be permitted to discuss the matter with his area steward before being required to leave the premises unless circumstances make it advisable to remove him from the premises immediately.

**Section 3.** In disciplining an employee, a prior written warning and/or reprimand (for other than absenteeism and tardiness which is covered under Article 19) will be disregarded after thirty (30) months provided no further disciplinary action of any kind has been issued to the employee during said period.

In considering an employee's employment record under Article 10, Section 2(B)(D), a prior written warning and/or written reprimand (for other than absenteeism and tardiness) which is more than thirty (30) months old, will be disregarded if no further disciplinary action of any kind has been issued during said period, unless it can be shown that such discipline can be directly related to the job.

### **ARTICLE 9 - LENGTH OF SERVICE (SENIORITY)**

**Section 1.** Full-time and regular part-time employees shall be subject to a probationary period of 1040 hours of work, during which time the Medical Center shall have the sole right to discharge, discipline, transfer, or lay off such employees and no grievance shall arise therefrom. At the end of the probationary period, employees shall be placed on the seniority list. When more than one (1) employee has the same life-to-date seniority hours, the one whose last four (4) digits of their social security number is the lowest shall be deemed most senior.

For the purposes of this Agreement, a "full time employee" is an employee hired for an indefinite period of time, (more than six (6) months) eighty (80) hours per pay period. A "regular part time employee" is an employee hired for an indefinite period of time (more than six (6) months) on a less than eighty (80) hour per pay period basis. A "temporary" employee is an employee, including agency personnel, hired for a specific period of time of six (6) months or less. A temporary



employee may only be retained beyond six (6) months with the agreement of the Union. If an employee is retained beyond six (6) months, the employee must pay applicable Union dues.

Temporary employees do not accrue seniority and are not eligible for benefits under this Agreement. If a temporary employee becomes a regular full or part-time employee, he/she shall be required to serve the probationary period outlined in Section 2 above.

The Medical Center shall notify the Union President monthly of the names of temporary employees. The written notice shall include the classification, shift, unit in the case of SA's and AA1's and the expected duration as known at the time.

**Section 2.** The Medical Center shall have no obligation to re-employ an employee who is laid off during his probationary period. However, in the event the Medical Center does rehire a laid off probationary employee within a year from the date of his layoff, said employee shall be given credit for his previous days worked toward completing his probationary period.

**Section 3.** The Medical Center shall continue to furnish the Union an up-to-date seniority list every three (3) months.

There will be no adjustment in said hours until the next seniority list is published, unless there was an error in the computation of life-to-date hours. The Medical Center will also furnish the Union a list of the addresses of each employee at the same time.

**Section 4.** Seniority shall be broken and the employee shall be terminated and thereby removed from the seniority list for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged for just cause.
- C. If he/she is absent for three (3) consecutive work days without notifying the employer as provided herein within said period and if he fails to give an explanation for the absence which is satisfactory to the Vice President of Human Resources or designee.
- D. If he/she fails to return to work when recalled from layoff as set forth in the recall procedure.
- E. Fails to return from a leave of absence at the designated time unless he obtains an extension as provided in Article 12 Leaves Of Absence or unless he has a reason for over-staying the leave which is satisfactory to the Vice President of Human Resources or designee.
- F. If he/she is laid off for a period of eighteen (18) months or length of his seniority, whichever is less.
- G. When he/she reaches mandatory retirement unless extended by the Medical Center.

**Section 5.** It shall be the responsibility of each employee to notify the Medical Center of any change of address or telephone number. The employee's address and telephone number as it appears in the Medical Center's records shall be conclusive when used in connection with layoffs, recall, or other notices to employees.

**Section 6.**

- A. **Hire Date:** This is the most recent date on which an employee started work. This date will be used for Service Awards and Paid Time Off (PTO) accrual/ anniversary date in Article 21, Section 3.

- B. **Seniority:** An employee's seniority shall be determined by the number of life-to-date (LTD) hours an employee has accrued. Hours that accrue toward seniority are listed below:

Straight Time Hours Paid  
Overtime Hours Paid  
PTO Hours Paid  
Jury Duty Leave  
Bereavement Leave Hours Paid under Article 12,  
Section 8(A)  
Transfer Out of Bargaining Unit as provided in Article 9,  
Section 7  
Subpoenaed by the Medical Center under Article 12,  
Section 8(C)  
Requested Off Hours (Credited)  
Leave of Absence Hours (to the extent outlined in  
Article 12)

- C. **Full-Time Status Seniority:** When employees change status from part-time to full-time the number of seniority hours accrued at the time of the change will be used for determining the eligibility and waiting periods for insurance programs such as: health, dental, life, accident and sickness, optical, etc. For health insurance, however, while said part-time service shall count toward the applicable waiting period provided said employee shall be subject to the provisions of Article 24, Section 2.

- D. **Classification Seniority:** For the purposes of this Agreement, classification seniority for seniority employees shall be defined as the date appearing on Medical Center records in which an employee began working in a given classification on a regular basis, provided, however, said employee shall have satisfactorily worked at least 30 work days in the classification to establish classification seniority. After the employee has worked

in the classification for one (1) year, the employee's classification seniority shall no longer be a date but rather it shall be the same as his/her seniority as defined above.

- E. **Department Seniority:** For the purposes of this Agreement, department seniority shall be defined as the date appearing on Medical Center records in which an employee began working in the department either as a new employee or an employee transferring from one (1) department to another, provided in the case of an employee transferring into another department, at the end of one (1) year the employee will pick up total LTD hours and the employee's department seniority date will be the same as the employee's LTD Medical Center seniority.

**Section 7.** An employee who is transferred to a job outside the bargaining unit prior to February 21, 1985, shall retain and accumulate seniority, whether such transfer was made before or after the Union was first recognized as bargaining representative for the unit, provided however, he shall only continue to retain classification seniority in the classification for an additional period of two (2) years. At the end of two (2) years, his classification seniority in the classification will be frozen and if he is later transferred back to the bargaining unit, his classification seniority in the classification will be readjusted by advancing it forward for the period of time spent outside the bargaining unit after two (2) years. If said employee is transferred back to the bargaining unit prior to the expiration of the two (2) year period, there shall be no change in his classification seniority. If such employee is later transferred back to the bargaining unit, he may exercise his accumulated seniority credits as provided herein. An employee who is transferred to a job outside of the bargaining unit after February 21, 1985, shall have his seniority frozen as of the date of said transfer. If the employee is

returned to the bargaining unit within ninety (90) days of work, he/she will be returned to his/her former status and shift and the seniority the employee had at the time of transfer outside of the bargaining unit will be restored. Otherwise, bumping will not be permitted when a person is returned to the bargaining unit under the provisions of this Section. This clause shall not be construed to limit the Medical Center's right to terminate the employee for any reason while assigned to a job outside the bargaining unit provided, however, if said employee is transferred back to the bargaining unit, he shall be represented by the Union. It is further understood that in the event a Medical Center employee is transferred into the bargaining unit without having previously worked at a job in the bargaining unit, said employee shall begin to establish his classification seniority in the classification for layoff and recall purposes when he is transferred but shall retain his Medical Center seniority (i.e., LTD hours) for other purposes.

#### **ARTICLE 10 - PROMOTIONS, TRANSFERS AND ASSIGNMENTS**

**Section 1.** Regular job vacancies or new jobs which are to be filled by the Medical Center, will be handled in the manner hereinafter outlined. A regular job vacancy is an opening in an equal or higher paying bargaining unit classification which is expected to continue for more than six (6) months.

**Section 2.**

A. Such job vacancies, with the exception of those covered in Sections 4 and 5 below, will be posted on the Medical Center bulletin board in at least one (1) designated place at each location covered by this Agreement for a period of seven (7) calendar days, setting forth the title of the job,



the qualifications required for the job and the shift. Any otherwise eligible employee who meets the qualifications for the job may apply by filing a written application stating his/her qualifications for the job with the Human Resources/Employment Office on the form provided by the Medical Center. Before an employee departs on a vacation or leave of absence, he/she may file with the Medical Center's Human Resource/Employment Office a written notice of his/her interest in bidding for one (1) or more jobs. If such a job is posted during his/her absence, and if he/she is scheduled to return in time to undertake the job when the Medical Center plans to fill it, the employee's notice of interest shall be entered as a bid for the job.

- B. On the filling of posted vacancies, consideration will be given to prior training, ability, and employment records. Where such factors are deemed equal, seniority shall prevail, provided, however, where such factors are equal, the posted vacancy shall be filled by the bidding employee in the department in which the vacancy exists with the highest department seniority. In the event the most senior bidder is denied the job, upon written request from said employee, the Medical Center will provide said employee with written reasons for the denial. The successful applicant's name will be posted.
- C. The Medical Center shall have the right to determine qualifications for each such job vacancy, subject to the provisions of Article 16 - New or Changed Jobs. It is further understood that while the Medical Center shall have the right to determine whether an employee meets the qualifications for the job, the employee shall have the right to grieve the Medical Center's determination if it can be shown that the Medical Center's decision was arbitrary or capricious.

- D. The Medical Center's policy relative to disqualifying an employee's bid because of his/her work record (i.e., two (2) written reprimands within the past 12 months, a disciplinary suspension within the past 18 months, or a current unsatisfactory performance appraisal) shall continue to apply in determining whether or not an employee is eligible for the vacancy. In the event no qualified and otherwise eligible employee applies for the vacancy, such vacancy shall be filled in any manner determined by the Medical Center.
- E. A copy of the job posting and notification of the successful applicant will be made available to the Union President.

**Section 3.** An employee who fills a regular job vacancy under the procedures outlined in Sections 1 above shall be subject to the following conditions:

- A. During the first ten (10) work days on the job, the employee may elect to return to his former job, if his reason for doing so is not considered capricious by the Medical Center. At any time during the first thirty (30) work days on the job, (except in the case of Pharmacy Technicians, Administrative Associate 1's, CPD Aides and Surgical Technicians in which case it shall be any time during the first thirty (30) work days and ninety (90) work days respectively), the Medical Center may transfer the employee back to his former classification (including shift and status) if he cannot satisfactorily perform the job in the opinion of the Medical Center.

- B. After an employee completes thirty (30) work days on the job in a new classification he bid for, except in the case of Pharmacy Technicians, Administrative Associate 1's, CPD Aides, Housekeeper 2's and Surgical Technicians which shall be ninety (90) days of work, his seniority for that classification shall date from and after his first day of work following his transfer to the new job classification.
- C. An employee who is selected to fill a vacancy under the provisions of Sections 2 or 4 will be declared ineligible to fill another vacancy through the provisions of this Article for twelve (12) months from the date the employee is notified of his/her selection. This shall not apply to a part-time employee applying for a full-time position.
- D. If an employee is transferred to a higher paying job under the terms of Sections 2 or 3 he shall be paid at the hourly rate next higher to his own within the pay level for his new classification provided the next higher pay rate shall be at least twenty (20) cents per level higher than his current rate.
  - 1) If an employee is transferred to a new job on the same level, his hourly rate will not be changed.
  - 2) If an employee is transferred to a new job in a lower pay level, his hourly pay rate will be set at the increment to which his seniority would have entitled him.
- E. For valid reasons, an employee may be permitted to transfer to a lower rated job by mutual written agreement.

#### **Section 4. Filling SA and AA1 Positions.**

SA and AA1 positions which are to be filled by the Medical Center shall be posted on the Medical Center bulletin board and filled in accordance with Section 2 above, except that preference shall be given first to the most senior eligible qualified applicant from within the classification, before considering applicants from outside the classification. An employee shall only have 72 hours to withdraw his/her application once the posting period has expired. If the employee is then selected for the position, the employee must accept the position.

Under normal circumstances, placement shall be made within sixty (60) days from the date the employee is notified he/she has been selected for the position. This does not constitute a guarantee of placement, however, should circumstances change in the interim and the Medical Center determines not to fill the position.

**Section 5.** Employees, other than SA's and AA1's who are covered in Section 4 above, desiring to transfer to a different shift within their classification and department, or from part-time to full-time or vice versa within their classification and department, shall file a written request for transfer with their Department Head. The employee shall be given a copy of the completed form. The Medical Center will honor such requests on the basis of seniority when there is a regular opening in the classification before implementing the procedures outlined in Sections 2 above, whenever, in the Medical Center's judgment, said transfer will not seriously hamper or disrupt patient care and the employee's work record merits such transfer. Requests for such transfers shall remain on file for a period of six (6) months. Once an employee's request for such a change has been honored, another request may not be filed for one (1) year.

**Section 6.** At the time both full-time and part-time employees are being considered for a regular job vacancy in accordance with Sections 2, 4, or 5 of this Article, the determination of their seniority will be made by using life-to-date seniority hours from the most recent seniority list.

**Section 7.** It is agreed that in the future, should the Medical Center post an opening for two (2) or more positions in the same classification and on the same posting, employees awarded the positions will carry the same classification seniority date (in accordance with Article 9, Section 6-D), irrespective of when they actually start work in the new positions. For example, if there is a posting for two (2) Housekeeper 2 vacancies, and two (2) employees are awarded the position but one (1) is needed in their present classification to train a replacement, etc., and the other is immediately moved to the Housekeeper 2 position, both will have the same classification seniority date.

**Section 8.** Employees who have a routine alternate rate in a classification as provided in Article 13, Section 1, will be considered for vacancies under Sections 2 and 5 along with other employees in that classification.

**Section 9.** In the Food and Nutrition Services Department, regular job vacancies in the department (excluding Dietary Aides) which are to be filled by the Medical Center shall be posted on the department's bulletin board for three (3) work-days. First preference for filling the position will be the most senior eligible employee holding the classification (including non-routine, routine and dual classifications) using the Department's Transfer Request Book. Employees desiring to transfer to a different shift or go from part-time to full-time within their classification, shall sign the Department's Transfer Request Book. Such requests shall remain on file for a period of six (6) months. Second preference will be the most senior eligible bidder from the Department. The Medical



Center reserves the right to disqualify any employee based on their work record as defined in Section 2-D, or the employee's lack of ability to perform the work.

Dietary Aide positions which are to be filled will be given to the most senior person who has signed the Transfer Request Book.

**Section 10.** Normally, daily reassignments between units for SA's and AA1's will be made by assigning the least senior qualified SA/AA1 on the unit where the reassignment is to take place from on the shift in question.

## ARTICLE 11 - LAYOFF AND RECALL

**Section 1.** When the size of the work force is to be reduced by layoff, employees shall be laid off according to their classification seniority within the affected classification providing the remaining employees have the ability to perform the available work. Temporary and probationary employees in the affected classification will be laid off before seniority employees are laid off.

**Section 2.** When an employee is removed from a classification as a result of layoff, the employee shall bump the least senior employee in a classification in which the employee has previously established classification seniority, provided the employee has more seniority than said employee and has the ability to perform the available work with simple instructions and minimal training (i.e. up to forty (40) hours) and provided:

1. A full-time employee shall first have the option of bumping the least senior full-time employee.
2. A full-time employee shall not be required to accept a part-time position.

3. A part-time employee shall not have the right to bump a full-time employee at the time of layoff.

When there are two (2) or more classifications carrying the same rate in which the employee can apply his classification seniority, the Medical Center will select the classification to which he will be assigned.

If a full-time employee does bump a part-time employee and is subsequently recalled as a full-time employee, the employee shall have applicable insurance benefits reinstated at the beginning of the next month following his return to full time status (without an additional waiting period).

**Section 3.** Temporary adjustments or layoffs of the work force due to such things as emergencies, material shortages, breakdown of equipment, fire, flood, labor disputes, civil disorder, and conditions beyond the control of the Medical Center may be made without application to the above provisions.

When the Medical Center determines there is a need for a temporary reduction of the work force due to low census, volunteers will be sought to take time off first and second, if there are insufficient volunteers, temporary and probationary employees will be removed from the schedule and/or sent home before regular employees are affected.

A voluntary time-off list shall be maintained and utilized for each unit in the event of daily cancellations for SA's and AA1's. If there is more than one (1) volunteer from the unit and shift, the employee(s) with the highest seniority in the unit and shift will be given preference, provided the remaining employees have the ability to do the required work. If there are no volunteers within said classification in the unit and shift, daily cancellations (i.e., low census) will be handled in the following order:

First, temporary and probationary employees will be reduced within the shift and classification in question.

Second, additional reductions shall be made in inverse order of classification seniority (i.e., low senior) within the unit, shift and classification in question.

Within in-patient acute/critical care areas and Women's and Children's, the Nurse Manager will check with the other units in that grouping to see if: a) another SA/AA1 has signed the cancellation book; and b) if the SA/AA1 could be used in another unit in that group. If there is no one available within the group above, the Nurse Manager will check with another service area (i.e., Emergency Department).

It shall continue to be the Medical Center's practice that an employee who would be working overtime in the classification will be canceled before an employee on straight-time is sent home.

Employees who are canceled, but who later report for work on that shift due to intervening changes, will be paid from the beginning of the shift, if they report within a reasonable period of time, not to exceed one (1) hour, commencing from the time called. The employee shall not be required to report to work later that shift unless contacted within the first hour of the shift.

**Section 4.** In making workforce adjustments on a long-term or indefinite basis within the SA/AA1 classification(s), affected employees (i.e., either the low senior full-time or the low-senior part-time or both) being removed from the unit, shall displace the least senior employee (provided they have more seniority and the remaining employees have the ability to perform the available work) in the following order:

1. Least senior, same classification, shift and status.
2. Least senior, same classification and status.
3. Least senior, same classification (providing a full-time employee is not required to accept a part-time position as provided in Section 2 above).

**Section 5.** When practicable, the Medical Center will notify employees twenty-four (24) hours in advance of a layoff. In event of a permanent layoff, the Medical Center will notify employees seven (7) calendar days in advance of said layoff and a copy of the notice will be sent to the Local Union President.

**Section 6.** Employees on layoff from a classification will be recalled to work in said classification in order of their classification seniority in the classification. Notice of recall shall be given in person or by certified mail to the employee's last address on record with the Medical Center's Human Resource Department. If an employee fails to report for work by the start of his/her shift on the fourth scheduled day of work following receipt of notification of recall, the employee shall be considered as a voluntary quit unless the employee requests in writing and receives permission, in writing, to report at a later date due to exceptional circumstances.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **Section 1. Personal Leave.**

The Medical Center may grant personal leaves of absence without pay or benefits except that personal leaves for such purposes as child care, adoption and parental leave that are subject to FMLA, are covered under Section 7 below to regular seniority employees for a period not to exceed twelve (12) weeks. Seniority shall accumulate during such leave.

Upon expiration of a personal leave of absence, the employee will return to the same classification, shift, status and work area they held prior to the leave.

## **Section 2. Medical Leave.**

A seniority employee who is unable to work due to personal illness or disability, regardless of whether such illness or disability is work-related, will be granted a medical leave of absence without pay for a period up to twenty-four (24) months. Seniority shall accumulate only during the first six (6) months of the leave.

The employee must furnish the Medical Center with a medical certificate from a health care provider stating the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts, and a statement that the employee is unable to perform the essential functions of his/her position.

The Medical Center reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the Medical Center concerning any information within the medical certification.

A written request for a medical leave must be submitted to the Human Resource Department (with a copy to the employee's Department Head), no later than seven (7) calendar days from the last day of work. Failure to file a request for a medical leave within the time period shall result in the employee being considered to have voluntarily quit. Medical leaves involving non-emergency or elective procedures shall be arranged in advance and at the mutual convenience of the employee and the Medical Center. Employees shall promptly notify their immediate supervisor of any condition for which the employee contemplates non-emergency or elective procedures requiring an absence from work.

Approval for the leave must be granted in writing by the Medical Center. The employee shall give reasonable advance written notice (usually not less than three (3) days) of his intent to return to work to the Human Resource Department and shall accompany said notice with a written statement from the attending physician certifying the employee's fitness to fulfill his normal duties. If an employee is medically unable to return at the expiration of his/her leave, the employee must request an extension in writing, together with the recommendations of his/her attending physician, prior to the expiration of the leave. Failure to apply for the leave or an extension thereof as provided in this Section will result in the employee's seniority being terminated as a voluntary quit pursuant to Article 9, Section 4E.

An employee returning from a health leave within twelve (12) weeks after the leave was granted will be returned to his/her same position (i.e. former classification, shift, status and work area) providing he/she can perform the available work. An employee returning from a health leave after twelve (12) weeks, but before six (6) months, and who gives proper notification of his/her intent to return will be returned to his/her former classification and status, providing he/she can perform the available work. An employee returning from a health leave after six (6) months, but before two (2) years, will be returned to his/her former classification, providing he/she can perform the available work and there is an opening or to the first available opening in his/her classification or an equal-paying classification for which he has the ability to perform the work.

In the case of an employee who has not completed his/her probationary period, if the employee is absent from work for health reasons for more than fourteen (14) consecutive calendar days, the employee shall be considered to have resigned.



For the purpose of this Section, successive health leaves separated by less than two (2) weeks of work (i.e., 80 hours of work for a full-time employee and 32 hours of work for a part-time employee) will be considered one (1) leave unless the subsequent leave is due to a different cause which arose after the employee returned to work.

### **Section 3. Educational Leave.**

A leave of absence for educational purposes or to further one's training in his profession without pay or benefits may be granted for up to one (1) year to regular, full time employees with one (1) year of seniority. A written request for the leave must be submitted to the employee's Department Head indicating the reason for the leave at least one (1) month in advance. An extension of said leave may be obtained where the training involved is for longer than one (1) year. Seniority shall not accumulate during the leave. An employee returning from such leave within six (6) months after the leave was granted will be returned to his former classification and status provided he can perform the available work. An employee returning after six (6) months will be returned to his former classification provided he can perform the available work and there is an opening or to the first available opening in his classification or an equal paying classification for which he has the ability to perform the work.

### **Section 4. Union Leave.**

A. A seniority employee elected or appointed to a full time office in AFSCME or an affiliate which necessitates a leave of absence, shall be granted such leave without pay or benefits for up to two (2) years as provided herein. A written request for the leave from the appropriate Union official shall be presented to the Human Resource Department at least three (3) weeks in advance of the date the leave is to become effective.

- B. The request shall specify the position the employee has been elected or appointed to. Said leave shall be extended year to year thereafter during the life of this Agreement upon receipt of a request for an extension filed with the Human Resource Department. An employee returning from such leave will be returned to his/her former classification in line with his/her seniority.
  
- C. A short-term leave of absence for attending such things as Union conferences, conventions, training programs, and special projects may be requested in writing within the time period provided in paragraph "A" of this Section specifying the purpose and duration of the leave. Approval is subject to the discretion of the Medical Center. Such leave shall be without pay or benefits. Seniority shall accumulate during the leave. In addition, lost work time (i.e., time when the employee would otherwise have been scheduled to work) on the approved short-term leave under this Section 4 shall be credited toward Medical Center Seniority (LTD hours) and benefits (including hours of vesting and benefit service credit under the pension plan) but will not count as hours worked for computing overtime.

**Section 5. Military Leave.**

An employee shall be granted a military leave of absence for service as required under Federal Law, for time spent in full time active service in the Armed Forces of the United States. The period of such leave shall be determined in accordance with applicable Federal Laws in effect during the period of the leave. Employees shall be entitled to reinstatement from such military leave in accordance with and subject to conditions outlined in the Federal Laws applicable at the time.

Employees who are members of an armed forces reserve unit and who are required to take a two (2) week training program in the summer can arrange to take the two (2) weeks and use Paid Time Off (PTO) if any, or obtain a leave of absence for two (2) weeks without pay, or a combination thereof.

**Section 6. General Provisions (Leaves of Absence).**

- A. Any employee who seeks and/or obtains employment, or performs work for another employer or is self-employed while on leave of absence shall be automatically terminated from the Medical Center effective the date the leave started, unless the employee was specifically granted the leave for that particular purpose.
- B. The accumulated total leave of absence time of an employee may not, at any time, exceed the accumulated total time worked of the employee.
- C. No leave of absence in Sections 1 through 6 will be granted for less than eight (8) calendar days, except an FMLA leave.
- D. When used in this Article, the word "status" shall refer to whether a person was full time or part time at the start of his/her leave.
- E. Requests for leaves of absence must be in writing and submitted to Human Resources not less than thirty (30) days before the date the leave is to begin. If such notice is not practicable, then notice is to be provided as soon as practicable, but no later than seven (7) calendar days from the last day of work. Failure to do so may result in termination of employment.

F. An employee on a leave of absence does not accrue paid time off (PTO) benefits during any unpaid portion of the leave. An employee on a personal or medical leave of absence must utilize all accumulated PTO time in excess of forty (40) hours. This use of PTO shall apply until the commencement of disability or workers' compensation benefits.

Thereafter, an employee may chose to utilize all accumulated PTO to supplement disability or workers' compensation benefits, but only to the extent that the total payment of PTO and disability or Workers' Compensation benefits equals the employee's straight-time base rate of pay. An employee shall be considered to be on an unpaid leave for purposes of PTO accrual even if he/she is receiving disability or Workers' Compensation benefits. An employee on an Educational Leave shall be paid for all accumulated PTO at the commencement of the leave.

#### **Section 7. Family and Medical Leave Act (FMLA)**

FMLA leaves are only available to employees who have been employed by the Medical Center for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

In accordance with the Family and Medical Leave Act (FMLA) of 1993, a medical or personal leave addressed above is an FMLA leave if the leave is for one (1) or more of the following:

1. Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;

3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
4. The employee is unable to perform the essential job functions because of a serious health condition. Serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date an employee uses any FMLA leave. FMLA leave may be taken intermittently (i.e., in separate blocks of time for a single qualifying reason).

FMLA leave necessitated by a serious health condition may be taken on a reduced leave schedule, which reduces the employee's usual number of hours per workweek, or hours per workday. When such leave is necessary, the Medical Center may temporarily transfer the employee to an alternate position which better accommodates recurring periods of leave.

Personal leaves to care for an employee's spouse, child or parent must be supported by medical certification from a health care provider stating the date the serious health condition commenced, the probable duration of the condition, the appropriate medical facts, and that the employee is needed to care for the person. The Medical Center reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the Medical Center concerning any information within the medical certification.

During personal leaves that are FMLA qualifying leaves, medical, life, optical and dental insurance benefits will be continued on the same terms and conditions as prior to the leave.

When a leave denoted as (1) or (2) above is granted, the leave must be taken in one (1) continuous increment, and must be concluded within twelve (12) months of the date of birth or placement.

The Medical Center may recover the health insurance premiums paid while an employee was on an unpaid FMLA leave if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
2. The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification from the health care provider may be required for this purpose.

#### **Section 8. Miscellaneous.**

- A. **Bereavement.** When death occurs in the immediate family of a full-time or part-time employee, i.e., spouse, mother, father, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, child, step-child, grandchild, brother or sister, said employee, upon request, will be excused for up to three (3) scheduled workdays from the date of death through the day after the funeral.

An employee excused from work under this Section shall receive, after making written application, the amount of wages he would have earned by working during straight time hours on such scheduled days of work for which he is excused, provided he was otherwise scheduled to work.



Payment shall be made at the employees rate of pay not including any premiums as of his last day worked. Proof of death must be submitted to the Human Resource Department.

An employee shall be granted PTO, or additional time off without pay if PTO is not available for travel upon approval of his/her Department Head.

- B. **Jury Duty.** An employee with seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid an amount equal to the difference between the amount of wages (excluding any premiums) the employee otherwise would have earned by working during straight time hours for the Medical Center on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses), for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Medical Center. The Medical Center's obligation to pay an employee for jury duty is limited to a maximum of forty-five (45) work days in any calendar year.

In order to receive payment, an employee must give the Medical Center prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The Medical Center reserves the right to seek to get the employee excused from jury duty in order to work.

- C. **Subpoenas.** A regular seniority employee who is subpoenaed by the Medical Center to testify on behalf of the Medical Center in a judicial proceeding shall be paid an amount equal to the difference between the amount of wages (excluding any premiums) the employee other-

wise would have earned by working during straight time hours for the Medical Center on that day and the daily witness fee paid by the Medical Center for each day on which he is required to and does report to court under the subpoena.

- D. **Tuition Reimbursement.** Regular full time and part time employees with one (1) or more years of service (on the date the course begins) shall be eligible to participate in the tuition reimbursement plan for Medical Center employees under the terms and conditions set forth in said plan or as subsequently revised from time to time by the Medical Center provided said plan shall not be revised below the benefit level established herein.

Effective in the fiscal year starting in July 1990, said plan will pay 75 % of tuition fees for approved courses to a maximum of \$800 per fiscal year for full time employees and \$400 per fiscal year for part time employees. To be eligible, a part time employee must work a minimum of thirty-two (32) hours per pay while going to school. Employees who apply for and receive tuition reimbursement must agree to continue to work for the Medical Center at least six (6) months after completion of the course. If an employee terminates his/her employment before completing the six (6) months, the employee must repay the tuition reimbursement received.

- E. **Tests and Examinations.** The Medical Center may, at its discretion, require employees to submit to physical and medical tests and examinations by a Medical Center appointed doctor when such tests and examinations are considered to be of value to the Medical Center in maintaining a capable work force, employee health and safety, etc., provided, however, the Medical Center will pay the cost of such tests and examinations.

In the event there is a disagreement between the employee's physician and the Medical Center's physician concerning the employee's ability to do his job or return to his job, at the written request of the employee, the employee will be referred to a mutually agreeable physician for examination whose decision shall govern the matter. The Medical Center and the employee shall share the cost of the physician. In the event the parties are unable to agree on a mutually agreeable physician, the decision of the Medical Center physician shall be subject to the grievance procedure at Step Three.

**Section 9.** Notwithstanding any other provision of this Agreement the Medical Center shall have the right to provide a job it deems suitable for an employee returning from a compensable injury or illness under a workers' compensation or sickness and accident leave provided such action shall not result in the laying off or transfer of an employee. An employee provided a job under this Section will have his/her rate of pay maintained for up to six (6) months from the last day of work prior to the injury/illness and thereafter, the employee will receive the top rate for the new job or his/her present rate, if it exceeds the top rate for said job and any applicable workers' compensation supplement.

### **ARTICLE 13 - HOURS OF WORK**

**Section 1.** Eight (8) hours exclusive of lunch periods shall constitute a normal days work. Eighty (80) hours over a two (2) week pay period shall constitute a normal work period. This Section shall not be construed as a guarantee of a minimum number of hours of work per day or per week nor as a limit on the Medical Center's right to schedule work in excess of the normal work day or normal work period. While employees are required to work overtime, the Medical Center will continue to attempt to give advance twenty-four (24) hours

notice of overtime with the understanding that often situations arise due to absenteeism, tardiness, emergency patient needs, etc., where such advance notice cannot be given.

**Section 2.** Time and one-half (1-1/2) shall be paid for all hours worked in excess of eighty (80) in any two (2) week pay period and eight (8) hours in any one (1) day or more than eight (8) consecutive hours. A day shall be defined as midnight to midnight for all employees assigned to the First or Second shifts and noon to noon for all employees on the Third shift. The Second shift shall be defined as any shift that starts on or after 12:00 noon and before 7:00 p.m. The Third shift shall be defined as any shift that starts between the hours of 7:00 p.m. and 3:00 a.m. All other shifts shall be considered First shift.

**Section 3.** Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates under one (1) provision shall not be counted as hours worked in determining overtime under the same or any other provision.

**Section 4.** The Medical Center shall have the right to assign and change starting and quitting times for each employee and for each shift, and also the assignment of time for lunch and relief periods.

If a normal starting time is changed by the Medical Center on an ongoing basis (as opposed to a temporary change), the following guidelines will be used:

1. The employee will be notified fourteen (14) days in advance.

2. If said starting time is changed within the shift, employees in the classification in the same unit/work area with the starting time being changed, will be offered the change based on seniority, and if there are no volunteers, the low senior(s) will be changed.
3. The above provisions do not apply to occasional changes in starting times to accommodate various workload requirements and/or physicians needs.

**Section 5.** Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his shift, after his break periods, and after his lunch period. For computing time for pay purposes only, however, tardiness of five minutes or less will not result in a pay deduction. Pay deductions for tardiness will be 1/10 of an hour for each six (6) minutes tardy.

**Section 6.** Employees shall be allowed one (1) fifteen (15) minute break during the first half of a shift of eight (8) hours, such rest break period to be at a time scheduled by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it will not be taken during the first fifteen (15) minutes of work, nor will it be used to cover an employee's late arrival to work or early departure, to extend lunch periods unless approved by supervision, nor may it be regarded as cumulative if not used.

Employees shall be scheduled for a thirty (30) minute lunch period, fifteen (15) minutes of which shall be paid. It is the Medical Center's intent to allow third shift employees to have the first 15 minute break immediately prior to the start of their lunch period.

On days when an Engineering Mechanic is assigned to operate a boiler as a fireman, the Medical Center reserves the right to schedule said operator with a 30-minute paid lunch hour within his/her eight (8) hours of work and any break period or lunch period taken must be taken at his/her work station.

**Section 7.** Surgical Technicians shall continue to receive stand-by pay of \$2.00 per hour when assigned to such duty. If said employee is actually called to work while on stand-by status, he shall be paid at the rate of time and one-half (1-1/2) for the hours actually worked with a two (2) hour minimum guarantee. Once an employee reports for work, stand-by pay ceases until said employee resumes stand-by status again.

**Section 8.** Employees called in to work at unscheduled times will be paid a minimum of two (2) hours at time and one-half. This is not intended to apply to employees called in to work prior to the start of their shift and/or who work continuously into their shift nor to employees called in to work a regular shift.

**Section 9.** Employees called in on their day off will not be required to take a compensatory day off. An employee who is called in to work by the Medical Center prior to his normal starting time on a given day shall not be denied the opportunity to work his/her normal shift that day.

**Section 10.** Any employee reporting for work on his regular shift or called in to work on his day off and for whom no work is available shall receive a minimum of four (4) hours of pay at his regular hourly rate, unless previously notified that no work was available. The employee must perform any assigned work during such period which he is capable of performing. Any employee who has been notified by means of telephone call or telegram according to the address or tele-



phone number appearing on his personnel record at least one (1) hour prior to his regularly scheduled starting time shall not receive report-in-pay. Report-in-pay shall not apply when lack of work is due to conditions beyond the control of the Medical Center such as fire, flood, labor dispute, civil disorder, equipment breakdown, or Acts of God, or if the employee is unable to work.

**Section 11.** Employees working in a higher paying classification within the bargaining unit for periods of one (1) day or longer will be paid as follows:

1. **Routine.** An employee who routinely works in more than one (1) classification will be paid at the appropriate alternate rate of the classification (as provided in Article 10, Section 4, Paragraph D) for each full day in which he works in said classification.
  - a) The "20 cent per level rule" will be used to establish the alternate rate in the higher paying classification.
  - b) The alternate rate will be adjusted in accordance with the "20 cent per level rule" whenever a pay increase is received in the employee's base rate under Article 20 until the employee reaches their base rate maximum pay level.
  - c) After an employee with a routine alternate rate reaches the top step of their base pay rate, they will have (or will continue to have) their alternate rate increased one (1) step for each calendar year they continue to work at the routine alternate rate, until the maximum of their alternate rate classification is reached.
  - d) Thereafter an employee promoted from his base rate classification to his alternate rate classification will receive his current alternate rate of pay.

In order to receive an alternate rate, the employee must complete the required training period for the new position and must receive a written notice from the Medical Center on the employee's alternate rate status. The training period will be specified at the outset.

2. **Non-Routine.** Employees who do not routinely work in a higher paying classification in the bargaining unit and do not have an alternate rate shall be paid at the appropriate higher rate (as provided in Article 10, Section 4, Paragraph D) only after two work days (i.e. 16 hours).

**Section 12.** The Surgical Technicians who are assigned to the Heart Team shall continue to receive a per case bonus of \$10.00 for each case they work on the Heart Team. When a new case is done by the Heart Team on Saturday or Sunday (between 6:00 P.M. Friday to 6:00 A.M. Monday) or on a Holiday, whether or not it was scheduled in advance, employees will be paid \$25.00 per case.

**Section 13.** It is the Medical Center's intent to continue to require full time employees to work not more than twenty-four (24) weekends in a calendar year as long as the Medical Center determines: 1) it can continue to reasonably and efficiently operate the Medical Center (including a determination by the Medical Center that finances are available to hire sufficient personnel for such a schedule), and 2) qualified personnel are available. If an employee is on an authorized leave it will count as if the weekend was worked. Authorized leave shall mean bereavement leave, jury duty, summons and leaves of absence approved in accordance with Article 12, Leaves of Absence, of this Agreement.

**Section 14.** Under normal circumstances where part-time employees are available in a classification in a department the Medical Center will offer additional days to said part-time employees rather than use agency personnel.

In addition, under normal circumstances, before utilizing agency personnel in the Laundry, the Medical Center will offer additional days to available part-time Housekeeper I's who have signed up for such work.

**Section 15. Work Schedules.**

For SA's and AA1's, tentative work schedules will be posted in each unit not less than fourteen (14) days before the first day covered by the schedule. Work schedules will cover a 28-day scheduling period.

- A. In the event there are unfilled shifts in the posted schedule, qualified employees in the classification who desire such unfilled shifts may sign the Additional Hours Book within seven (7) days following posting of the preliminary schedule. An SA or AA1 may sign-up for additional hours in more than one (1) unit, provided, he/she is qualified to work on that unit. Preference will be given on a seniority basis, to eligible employees in the unit starting with the same shift, then same unit (any shift) and then the classification.
- B. Revised schedules will be reposted five (5) days prior to the schedule taking effect.
- C. In scheduling employees and filling positions, preference will be given to individuals working straight-time hours over employees working overtime.

- D. In the event it becomes necessary to (1) add additional hours to a part-time employee's schedule; or (2) change an employee's schedule after the revised schedule has been posted, the employee will be notified of the change at least 24 hours in advance.
  
- E. Shift openings that occur after the schedule goes into effect will be filled by first using the Additional Hours Book. Any employee in the classification desiring to work additional hours any time during a 28-day schedule period shall also sign-up in the Additional Hours Book. An employee within the classification may sign-up for additional hours in more than one unit, provided he/she is qualified to work on the unit in question. Subject to Paragraph C above, such additional hours will also be given to those employees who signed-up on a seniority basis starting with those on the same shift, then same unit (any shift) and then the classification.
  
- F. To receive consideration to work additional hours, the employee must provide the following information when signing the books:

- The date and time the book is signed by the employee.
- The date(s) additional hours are requested.
- The employee's first and last name.
- The phone number where the employee can be reached outside of the Medical Center.
- The employee's present unit, center and shift.
- The unit, center and shift, the employee wants to work additional hours on.

If the employee decides he/she does not want to work the additional hours the employee has signed-up for, the employee must remove his/her name from the list before he/she is offered the opportunity to work. Repeated failure to do so can result in disciplinary action.

If an employee picks up work in another unit by virtue of the procedures outlined herein, the employee must promptly notify his/her supervisor. An employee shall not schedule a combination of more than a total of sixty-four (64) hours per pay without the prior permission of his/her supervisor. Permission will only be denied if the employee is needed to work additional hours in his/her unit.

Once the system is computerized and mutually verifiably operational, the Additional Hours Book will be maintained on the computer system.

For all other classifications, work schedules will cover at least a fourteen (14) day period and will be posted in the department at least five (5) days prior to the schedule taking effect.

- A. In scheduling employees and filling positions, preference will be given to individuals working straight-time hours over employees working overtime.
- B. In the event it becomes necessary to (1) add additional hours to a part-time employee's schedule; or (2) change an employee's schedule after the schedule has been posted, the employee will be notified of the change at least 24 hours in advance.

**Section 16.** The Medical Center will use its best efforts to notify SA's and AA1's on duty in the unit at least one (1) hour prior to the end of the employee's regularly-scheduled shift of the requirement they work overtime that day. It is understood that such factors as late call-ins, new admissions, delayed discharges, unexpected medical problems with patients and other unusual circumstances may not allow for the one (1) hour prior notice.

## ARTICLE 14 - NO STRIKE CLAUSE

**Section 1.** Both the Union and the Medical Center recognize the nature of the service furnished by the Medical Center, and the importance of its responsibility to render continuous service to the public, and that nothing should interfere to prevent the Medical Center from providing this continuous service. The parties further recognize that procedures have been provided in this Agreement for the settlement of grievances. Therefore, during the life of this Agreement the Union shall not cause, authorize, sanction, or condone, nor shall any member of the Union or any bargaining unit employee, take part in any strike, sympathy strike, slowdown, interference of patient care or stoppage of the Medical Center's operations or picket the Medical Center (because of a labor dispute with the Medical Center).

**Section 2.** In the event of any action, strike or work stoppage in violation of this Article, the Union shall take whatever appropriate action is necessary within its authority to prevent and bring about the termination of such action or interruption.

**Section 3.** The Medical Center shall have the right to discipline or discharge any bargaining unit employee participating in any way in any violation of this Article, and such action shall not be subject to the Grievance Procedure except for the sole question as to whether or not the employee in question in fact violated this Article. If it is found that said employee has not violated this Article, said employee shall be reinstated with back pay unless otherwise agreed. In addition, the Medical Center shall have the right, in the event of a violation of this Article, to attempt to obtain injunctive relief in addition to any other remedies it may have.



**Section 4.** During the life of this Agreement, the Medical Center agrees it will not lock out its bargaining unit employees (except this provision shall not apply in the event of a Wildcat Strike).

**Section 5.** The Medical Center shall not, during the terms of this Agreement, assist, recognize or contract with any other labor organization seeking to represent any employees included in the bargaining unit covered by this Agreement.

#### **ARTICLE 15 - VOLUNTARY ORGANIZATIONS**

The Union acknowledges that voluntary organizations and workers perform services in and for the Medical Center that are a valuable contribution to the welfare of the patients and to the operation of the Medical Center. The Union agrees the Medical Center shall continue to have the right to avail itself of all services of this nature providing that no bargaining unit employees will be terminated or laid off as a result of the Medical Center's use of voluntary organizations.

#### **ARTICLE 16 - NEW OR CHANGED JOBS**

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities or qualifications are required, the Union will be notified in writing. The Medical Center will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. Within ten (10) days following notification to the Union, the Union may request in writing a meeting with the Medical Center to nego-

tiate the rate and classification. If the matter is not resolved in the thirty (30) day period provided above, the Union may, within five (5) days following the expiration of the thirty (30) day period, file a written grievance at Step Three of the Grievance Procedure. If no written grievance is filed within the period specified herein, the rate shall become permanent at the end of such period.

#### **ARTICLE 17 - SPECIAL CONFERENCES**

Special conferences for important matters concerning administration of this Agreement will be arranged between the Local Union President or designated representative and the Vice President of Human Resources or designated representative upon written and mutual agreement between the parties, and providing further that mutually acceptable arrangements as to the time and place can be made. Such meeting shall be held within fifteen (15) days of the request and shall be between three (3) representatives of the employer and three (3) representatives of the Union. Arrangements for each special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may also be attended by a representative of the Council or a representative of the International Union.

#### **ARTICLE 18 - BULLETIN BOARDS**

There shall be at least one (1) Union bulletin board at Health Park and at least one (1) bulletin board in the other locations covered by this Agreement for posting notices. Posting on such bulletin boards will be limited to notices concerning union elections, union meetings (non-political), union-related

educational classes, and union social events. The Union will submit a copy of the proposed notice to the Human Resource Director or his/her designee at least one (1) workday in advance, unless a shorter notice period is mutually agreed upon. The main bulletin board shall be lockable and the Union President shall be furnished a key and be responsible for posting the above notices during non-work time.

## **ARTICLE 19 - ABSENTEEISM AND TARDINESS**

### **Section 1. Absenteeism.**

Recognizing the difficulties imposed on the Medical Center when employees are absent from work, the parties agree to the following rules governing "excessive" absenteeism, it being understood that absence caused by authorized Leaves of Absence (Article 12) is excluded from this provision (except as provided below):

#### **A. Definitions.**

1. Absence is defined:
  - a. If an employee is off work for two (2) or more consecutive work days and he submits a timely doctor's statement (or other proof acceptable to the Medical Center in case of absence for other than illness), it will be counted as one (1) absence. To be timely, the doctor's statement must be submitted to the employee's supervisor upon the employee's return to work at the start of his/her shift unless otherwise required by the Medical Center.

Upon request, the Medical Center will provide a copy of the statement for the employee. In the case of an employee who applies for and is granted a health leave of absence after having already been absent for one (1) or more consecutive work days, it will be counted as one (1) absence.

- b. If an employee is off work less than five (5) days for any reason without a doctor's statement (or other proof acceptable to the Medical Center in case of absence for other than illness), each day will be counted as an absence.
- c. In extremely unusual cases the Medical Center retains the right to count all days of absences if the employee's absenteeism record justifies that action.

The Union retains the right to file a grievance if they do not agree that the record is unusual enough to justify counting each day.

- 2. When a doctor's statement is provided, it must contain the following information:
  - a. Date treated by the doctor
  - b. Diagnosis
  - c. Whether or not the employee may return to work
  - d. Date the employee may return to work.

Every effort will be made by the parties to treat doctors' statements in a confidential manner.

- 3. It is understood that if an employee has more than forty (40) hours in his PTO bank, the employee shall be paid for scheduled hours missed as result of an absence. If an employee has forty (40) hours or less in

his PTO bank, the employee may request an unpaid absence under the PTO policy. However, each day of said absence will count as an absence under the absenteeism provisions of this Article.

4. If an employee leaves work more than four (4) hours before the end of scheduled shift, the employee will be charged with a one (1) day absence. If an employee leaves early four (4) hours or less before end of scheduled shift, the employee will be charged with 1/2 day absence unless the employee has requested (at least two (2) hours in advance) permission to leave and permission has been granted by the supervisor in accordance with the PTO policy.
5. Absences covered by the Family Medical Leave Act (FMLA) will not be counted as an absence. The employee must provide sufficient notice and facts as soon as practicable to make the Medical Center aware that the employee is in need of a FMLA leave.

#### **B. Procedure**

For the purpose of determining whether a violation of Section I has occurred, the individual employee's record will be reviewed at least once a month. Disciplinary action may be taken at the time of the infraction or after the monthly review.

**Step One.** Each month a review will be made of the preceding twelve (12) months and:

- a. When an employee has accumulated seven (7) absences in a twelve (12) month period, he will be given a written warning about improving his attendance.

- b. When an employee has accumulated ten (10) absences in a twelve (12) month period, he will be given a written reprimand.
- c. His record will be reviewed again in six (6) months from the date of the reprimand.

**Step Two.** The record will be reviewed in six (6) months (or sooner if a suspension is in order) in accordance with the following:

- a. If 0 to 2 absences occur during the six (6) month review period, the employee will be subject to Step One.
- b. If 3 to 4 absences occur during the six (6) month review period, the employee will be given another reprimand in accordance with Step One above.
- c. If more than 4 absences occur the employee will be given a three (3) day suspension and will be reviewed again in nine (9) months (or sooner if not improved).

**Step Three.** If the employee receives a three (3) day suspension, the record will be reviewed in nine (9) months (or sooner if discharge is in order) in accordance with the following:

- a. If 0 to 3 absences occur during the nine (9) month review period, the employee will be subject to Step Two.



- b. If 4 to 5 absences occur the employee will be given a five (5) day suspension, and the record will be reviewed in nine (9) months (or sooner if not improved) in accordance with the standards set in Step Four.
- c. If more than 5 absences occur the employee will be discharged.

**Step Four.** If the employee receives a five (5) day suspension, the record will be reviewed in nine (9) months (or sooner if discharge is in order) in accordance with the following:

- a. If 0 to 3 absences occur the employee will be subject to the provision of Step Three for the next nine (9) month period.
- b. If more than 3 absences occur the employee will be discharged.

**C. General.**

1. As a general rule, the Medical Center will review records on a monthly basis provided the Medical Center reserves the right to defer any disciplinary action until thirty (30) days following any six (6) month review period, it being understood, however, that subsequent absences will not count until after the disciplinary action has been issued.
2. Failure to report for work without informing the Medical Center as provided in Section 5 of this Article will result in disciplinary action for failure to call the Medical Center.

3. After an absence has been counted toward the issuance of a written reprimand or suspension, it will not be counted in evaluating the employee's record at a later date.
4. After four (4) successive doctor's slips, in the preceding eighteen (18) months indicating the nature of the illness, the employee may be required to accept a health leave of absence until such time as his doctor and/or the Medical Center doctor reports, in writing, that the employee is in good health and is capable of performing his or her job on a continuous basis.
5. Any employee giving false reasons for his absence may be discharged.
6. Any employee off sick five (5) consecutive scheduled working days will be required to submit a doctor's statement upon returning to work.
7. In the event the employee receives a written reprimand for absenteeism and does not incur a subsequent penalty in the next twelve (12) months, said reprimand shall become null and void (and will not be used or referred to in any other proceedings).
8. The Medical Center reserves the right to waive the days off for a disciplinary suspension involving absenteeism and schedule the employee to work. The disciplinary step, in such event, shall not be waived.

## Section 2. Tardiness.

Excessive tardiness is defined as being tardy three (3) times in any thirty (30) day period without prior permission. Employees failing to record time at the start of their shift will be considered tardy. Employees who violate this rule and are "excessively" tardy as defined herein will be subject to the following penalties:

- 1st Offense - Written Warning
- 2nd Offense - Written Reprimand
- 3rd Offense - Three (3) Work Day Suspension
- 4th Offense - Five (5) Work Day Suspension
- 5th Offense - Discharge

- A. If there is a lapse of more than six (6) months between the time an employee is disciplined for excessive tardiness and the next infraction of this rule, the previous penalty will be repeated (for example, if an employee receives a three (3) day suspension on January 15 and does not violate the rule again until July 15, the three (3) day penalty will be repeated).
- B. If there is a lapse of more than twelve (12) months between the time an employee is disciplined for excessive tardiness and the next infraction of this rule, the employee will back up one (1) step in the procedure (for example, if an employee receives a three (3) day suspension on January 15 of one (1) year and does not violate the rule again until January 16 of the next year, the employee will receive a written reprimand).
- C. In applying this rule, it is understood that if unusual weather conditions result in a substantial number of employees being late or absent, tardiness on such a day will not be counted.

- D. For the purpose of determining whether a violation of the tardiness rules have occurred, the individual employee's record will be reviewed at least once a month. Disciplinary action may be taken at the time of the infraction or after the monthly review. If the disciplinary action to be taken falls under the second, third, or fourth offenses under tardiness, the start of the thirty (30) day period shall not begin until the preceding warning notice has been made available to the employee.
  
- E. In the event the employee receives a written reprimand and does not incur a subsequent violation of the tardiness rule within six (6) months from the date he received the reprimand, said original reprimand shall become null and void (and will not be used or referred to in any other proceedings)

**Section 3.** A copy of written reprimands given for absenteeism and tardiness under this Article will be sent to the Local Union President.

**Section 4.** While an authorized leave of absence does not count as an absence under Section 1, it will serve to extend the review periods under Sections 1 and 2 above by the length of the authorized leave.

**Section 5.** In recognition of the difficulties imposed upon the Medical Center through failure of employees to comply with working schedules, employees shall give prior notice to their supervisor whenever they expect to report late or be absent from work. Failing in this responsibility, all employees must call the designated Medical Center representative at least one (1) hour prior to the start of their shift (unless circumstances do not make it possible in which case they shall call as soon as circumstances permit and in no event later than the end of their shift) and report their absence or tardiness, the expected duration of said absence or tardiness, and state

a reason for the absence or tardiness. Failure to abide by this provision may result in disciplinary action as provided in the Medical Center rules. In order to verify the call, the employee should request his/her absentee record number at the time he/she calls.

## ARTICLE 20 - WAGES

**Section 1.** Minimum wage rates for employees are shown in Appendix A-1 attached to this Agreement. Said rates include a three (3%) percent across-the-board adjustment effective July 4, 1999.

Effective July 3, 2000, Appendix A-1 rates will be increased by an additional three (3) percent as shown in Appendix A-2.

Effective July 2, 2001, Appendix A-2 rates will be increased by an additional three (3) percent as shown in Appendix A-3.

It is understood that the designation of a classification is not intended to designate job content or to restrict work assignments.

Nothing herein shall prevent the Medical Center from hiring an employee above the start rate provided, however, before the Medical Center hires an employee above the start rate, it will meet with the Union President and explain the reason for paying above the minimum.

**Section 2.** An employee will progress from one (1) step to the next on the salary schedule in Appendix A based on accumulating 2,080 hours of Life-to-Date Hours as defined in Article 9, Section 6.

**Section 3.** A shift premium of 7% of base rate per hour worked shall be paid for all hours worked to any employee who is scheduled to begin work on or after 12:00 p.m. and before 7:00 p.m. Starting times within this period shall be known as the Second Shift. A shift premium of 8% of base rate per hour worked shall be paid for all hours worked to any employee who is scheduled to begin work on or after 7:00 p.m. and before 3:00 a.m. Starting times within this period shall be known as the Third Shift.

In recognition of the situation in the Food & Nutrition Services Department with employees working an 11:00 a.m. to 7:30 p.m. schedule, it is agreed that full-time employees who work such a schedule, including the Nutrition Tech, shall be paid the 7% shift premium for the actual hours worked during the premium pay period (i.e. 3:00 p.m. to 7:00 p.m.).

**Section 4.** All increases granted under this Article shall become effective on the beginning of the pay period nearest to the date the increase is granted.

**Section 5.** Any discrepancies found in Appendices A-1, A-2 and A-3 will be corrected in accordance with the parties' original intent regarding wages as stated in this Article 20.

#### **ARTICLE 21 - PAID TIME OFF (PTO)**

**Section 1.** On December 16, 1979, the existing Holiday, Special Holiday, Vacation, and Personal Day plans were replaced with a Paid Time Off plan, hereinafter referred to as "PTO". PTO is earned based on the number of covered hours an employee accrues each pay period. The hours to be covered are defined in Section 2 below. The hours of PTO that can be earned each pay period are based on the employee's anniversary year as shown in the chart in Section 3. A maximum number of days can be earned each calendar



year as shown in the chart in Section 3. At no time may an employee's bank exceed the stated maximum in Section 3. In applying this rule, any PTO taken during a pay period will be subtracted from the employee's bank before new PTO accrual is added for that pay period. Special provisions covering the use of PTO by employees with less than 1040 hours of service are contained in Section 4.

**Section 2.** For purposes of this Article, the following definitions shall apply:

Covered Hours - Covered hours shall be regular hours paid, overtime hours paid (i.e., two (2) hours of overtime will count as two (2) hours of covered time), PTO hours paid, jury duty hours paid, workshop hours paid, excused unpaid Union business hours, and unpaid low census hours. It shall not include leaves of absence, unpaid absences, or any other unpaid time, or hours sold back under the Section 12 sell back policy.

Anniversary Year - An anniversary year shall be from the first day of the pay period in which an employee's anniversary date falls to the last day of the pay period which precedes the pay period in which the employee's anniversary date falls in the following year.

Calendar Year - A calendar year shall be defined as the calendar year used by the Medical Center for payroll purposes and is based on Medical Center pay periods.

**Section 3.** PTO will be earned in accordance with the following chart:

**A. Full-Time Employees.**

Length of Service	Hours accrued per each qualifying hour	Maximum accrual per payroll year	Maximum balance in bank at any time
After hire, but less than 4th anniversary date	.104	26 days (208 hours)	39.0 days (312 hours)
4th anniversary date, but less than 9th anniversary date	.124	31 days (248 hours)	46.5 days (372 hours)
After 9th anniversary date	.144	36 days (288 hours)	54.0 days (432 hours)

**B. Part-Time Employees.**

Length of Service	Hours accrued per each qualifying hour	Maximum accrual per payroll year	Maximum balance in bank at any time
After hire, but less than 4th anniversary date	.064	16 days (128 hours)	24.0 days (192 hours)
4th anniversary date, but less than 9th anniversary date	.084	21 days (168 hours)	31.5 days (252 hours)
After 9th anniversary date	.104	26 days (208 hours)	39.0 days (312 hours)

**Section 4.** A new employee shall begin to accrue PTO immediately upon hire, however, during his/her probationary period of 1040 hours, a new employee may only use PTO for Holidays as outlined in Article 23.

**Section 5.** Employees will move to the next higher accrual rate automatically after their 4th and 9th anniversary. The higher accrual rate will become effective at the beginning of the pay period during which the anniversary date occurs.

PTO will be paid at the employee's straight time hourly base rate (excluding any premiums) in effect at the time it is used. PTO will not count as hours worked for the purposes of computing overtime. PTO balances are printed on the employee's pay check. Employees should immediately notify the Payroll Office of any problems or errors. Problems or errors will be corrected retroactively up to ninety (90) days when brought to the attention of the Payroll Office.

#### **Section 6.**

- A. Employees may use PTO hours they have earned as of the end of the pay period prior to the beginning of the requested time off. Requests for advances on unaccrued PTO will not be allowed. Employees may not request an unpaid absence from work if they have a balance of more than forty (40) hours in their PTO bank. Employees should not request time off unless they have enough PTO in their bank to cover the time they request. If employees do not have enough PTO in their bank to cover the time they request off, the Medical Center reserves the right not to grant or to cancel the time off requested by the employee. Earned PTO hours shall be paid for scheduled hours missed as a result of an absence, however, the PTO bank will not be reduced below forty (40) hours by the Medical Center unless requested by the employee.
- B. PTO must be taken in increments of one (1) day not to exceed eight (8) hours per day or eighty (80) hours per pay except as provided below. PTO must be requested and approved in advance on the form provided by the Medical Center. PTO will be scheduled at the convenience of the employee whenever possible, however, it should be recognized that in the interest of patient care the Medical Center reserves the right to schedule or re-schedule PTO at any time during the year. The Medical Center also reserves the right to limit the number of

consecutive days of PTO taken by an employee during the prime vacation period of June, July and August. Special approval must be obtained from Administration at least one (1) month in advance to take PTO in excess of twenty (20) consecutive work days.

- C. Notwithstanding the above, at the sole discretion of the Medical Center, whose decision shall not be subject to the grievance procedure, PTO may be approved in one (1) hour increments.
- D. PTO may not be taken in the middle of a shift creating a situation where the employee starts work, leaves work for a period of time and then returns to complete their shift.
- E. When a part time employee takes PTO he will be charged one (1) day of PTO for each scheduled work day he misses. PTO taken at the start of a shift must be requested and approved the day prior to the start of the employee's shift, or the employee will be considered tardy/absent as provided in Article 19.

**Section 7.** When an employee is routinely scheduled in a bi-level/alternate rate status, said employee will receive PTO pay based on the hourly rate that would have been paid had the employee worked on the day in question (i.e., in case of a B/D alternate rate, if an employee was scheduled to work as a Level D on a Saturday and the employee took PTO on that Saturday, PTO would be based on the Level D rate).

**Section 8.** If an employee becomes ill or injured immediately before a scheduled period of PTO he may cancel the PTO. However, if an employee becomes ill or is injured during the period of PTO he may not cancel the remainder of the PTO unless he is hospitalized.

**Section 9.** Any employee using one (1) consecutive week or more of PTO may request PTO pay in advance by submitting the proper form to the Payroll Office, so it is received at least ten (10) calendar days before the payday on which the employee wishes to receive the advance PTO pay. An employee may not receive advance PTO pay earlier than one (1) payday before the start of their PTO.

**Section 10. Full-Time to Part-Time.** At the time an employee transfers from full-time to part-time the employee will begin to earn PTO in accordance with the part-time rates shown in the chart above, and the employee will be paid for all PTO in his bank in excess of 100% of the maximum balance for his part-time status.

**Part-Time to Full-Time.** At the time an employee transfers from part-time to full-time the employee will begin to accrue PTO in accordance with the full-time rates in the above chart.

**Section 11.** Actual time off work must be taken in order to receive compensation for PTO except:

1. As described in Article 23 - Holidays.
2. Termination of Employment with more than 1,040 hours of service (paid off).
3. Death (paid to next of kin).
4. Layoff with more than 1,040 hours of service (paid off).
5. Retirement (paid off).
6. Transfer from Full-Time to Part-Time (as described above).
7. Upon start of extended leave of absence of six (6) months or more (paid off). Requests to pay-off PTO at the start of a shorter leave of absence will be considered on an individual basis.
8. In accordance with the sell back policy.

**Section 12.** Employees who prefer to sell back PTO earned without taking time off from work may do so as follows:

Twice during each calendar year, on the last pay day in May and November, an employee may elect to take cash at the rate specified in the sell back schedule below for up to one-half (1/2) the total PTO in their bank, except that the PTO balance remaining after sell back may not be less than forty (40) hours (5 days).

### **Sell Back Schedule**

100% of hourly rate times PTO hours sold back.

Example: Hourly rate	= \$15.00
PTO Bank	= 200 hours
Maximum PTO allowed to sell back	= $200 \times 1/2 = 100$ hours
100 hours x \$15.00 x 50%	= \$750
Remaining PTO Balance	= 100 hours

All Federal, State, City and FICA taxes by law must be withheld from PTO sold back.

Employees must initiate a request to sell back PTO by completing the proper form in the Payroll Office on or before May 1 or November 1 of each year.

Hours sold back will not accrue more PTO hours.



## ARTICLE 22 - VACATIONS

**Section 1.** Vacation schedules shall be prepared twice a year in accordance with the following chart:

<b>Vacation Requests</b>	<b>Answered By</b>	<b>Period Covered</b>
January 1st-31st	February 28th	March 15-September 14th
July 1st-31st	August 31st	September 15-March 14th

Departmental seniority (except in the case of SA's and AA's, it shall be classification seniority) will be the determining factor if there is a conflict between employees in a vacation selection group/unit. Vacations requested after the above deadlines will be granted on a first-come first-served basis provided there is still an opening on the vacation schedule.

**Section 2.** The following guidelines shall apply to scheduling vacations.

- A. Under normal circumstances, approved vacation time during June, July and August is limited to a maximum of two (2) weeks. Additional accrued vacation time may be approved provided there is not a conflict with other employees who have not been afforded the opportunity to take up to two (2) weeks of accrued vacation time.
- B. Employees may be required to work the weekend before or after the requested vacation.

- C. Part-time employees may request that a week's vacation be based on the average days worked per week rounded to the nearest whole day. The information for days worked will be taken from the most recent quarterly part-time health benefit eligibility list used in Article 24, Section 1-A.

**Section 3.** Vacation periods of one (1) week (seven (7) consecutive calendar days) or more will be given priority over PTO requested for lesser periods.

**Section 4.** The Medical Center reserves the right to make other vacation scheduling rules not inconsistent with the above by department as needed to implement this Article, provided vacation rules for Housekeeping shall be as set forth in Sections 1, 2 and 3 above.

### ARTICLE 23 - HOLIDAYS

**Section 1.** The Medical Center recognizes the following holidays:

- |                                |                  |
|--------------------------------|------------------|
| 1. New Year's Day              | 6. Labor Day     |
| 2. Martin Luther King, Jr. Day | 7. Thanksgiving  |
| 3. Easter Sunday               | 8. Christmas Eve |
| 4. Memorial Day                | 9. Christmas Day |
| 5. Fourth of July              |                  |

All employees who work on a Holiday shall receive wages computed at two (2) times their regular straight time pay for hours worked on that day. Actual hours worked on a Holiday will count as time worked for the purpose of computing over-time.

For third shift employees, wages computed at two (2) times their regular straight time pay will only be paid when the majority of the hours worked on a shift fall on the actual calendar holiday.

Employees will be scheduled to work or be off on the above Holidays based on employee requests, Medical Center needs and departmental policies on holiday scheduling, providing within the SA and AA classification, the scheduling practice will be to rotate holidays that fall Monday through Friday and holidays falling on the weekend will be worked by the regularly scheduled employee.

Under normal circumstances, full-time employees scheduled to work on a holiday will not have their normal, eighty (80) hour work schedule reduced by one (1) day of work because they worked a holiday at double time (i.e., the holiday will be one (1) of their normally scheduled ten (10) workdays).

**Section 2.** Full-time employees will automatically be charged and paid eight (8) hours of PTO (if it is available in their bank) for each Holiday whether or not they work on the Holiday unless they notify their supervisor in writing in advance that they do not wish to use PTO on such a day. Part-time employees will not automatically be charged and paid PTO time for said Holidays but rather must notify their supervisor in writing in advance of their desire to use PTO. Employees may use PTO for a Holiday without regard to the 1,040 hours waiting period provided in Article 21, Section 4.

**Section 3.** Employees who are scheduled to work the actual holiday or the observed holiday and fail to work (whether or not they call in to report their absence) and employees who fail to work either the last scheduled day before or the first scheduled day after the actual or observed holiday (whether or not the employee was scheduled to work the holiday) will be given an unexcused absence, will not receive PTO for the

day, and will have eight (8) hours PTO deducted from their bank. This rule will only be waived if the employee presents an acceptable physician's statement for his time off. For the purposes of this Section, an employee will be considered to have complied with the requirement that the employee work the last scheduled day before and/or the first scheduled day after an actual or observed holiday, if the employee was on bereavement leave, jury duty, summons or PTO scheduled in advance.

**Section 4.** The above Holidays will be observed for pay purposes on the date normally accepted by law or prevailing custom. However, if a Holiday falls on a weekend it may be observed for scheduling purposes as follows:

If a Holiday falls on Saturday, it may be observed on the preceding Friday, and if it falls on Sunday, it may be observed on the following Monday with the exception of Easter Sunday which shall always be observed on Good Friday. Employees required to work on an observed holiday do not receive overtime pay computed at two (2) times their regular straight time pay for working on an observed holiday but may use PTO on that day in addition to receiving their regular pay for working. The decision as to whether a department or area will use the actual holiday or the observed holiday will be made by Department Heads based on scheduling needs.

## **ARTICLE 24 - HEALTH INSURANCE**

### **Section 1.**

A. For the life of this Agreement, the Medical Center shall continue to pay the premiums to provide Blue Cross-Blue Shield MVF-1 Health Insurance and Master Medical-Option I (i.e. \$100-\$200 deductibles with 80%-

20% co-pay), ML rider, D45NM rider, and human organ transplants, a \$10 deductible, generic preferred, prescription drug rider, pap smear and mammograms will be provided for regular full-time employees with three (3) months or more of service who are enrolled in the Medical Center's plan and who are not otherwise covered by another employer paid group health hospitalization plan. Effective January 1, 2000, pre and post-natal care, skilled nursing care at 365 days and PT-FS (i.e., physical therapy, speech therapy, etc., at free-standing facilities) riders will be added.

For part-time seniority employees with six (6) months or more of service, regularly scheduled to work thirty-two (32) or more hours per pay period, who are enrolled in the Blue Cross-Blue Shield plan or an HMO, and are not otherwise covered by another employer paid group health insurance plan, the Medical Center will pay a percentage of the premium based on the following schedule:

<b>Average Hours Worked</b>	<b>% Paid by the Medical Center</b>
Less than 32	0%
At least 32, but less than 48	50%
At least 48, but less than 64	75%
64 or more	Same as full-time

For the purpose of this Article, regularly scheduled hours will be interpreted to mean the average hours worked during the previous quarter as indicated below:

<b>Quarter</b>	<b>Calculations</b>	<b>Adjustment</b>
Jan/Feb/Mar	April	May
Apr/May/June	July	August
July/Aug/Sept	October	November
Oct/Nov/Dec	January	February

Premium payments for new employees and employees transferring from full-time to part-time will be based on budgeted scheduled hours in the above chart. Thereafter, all

hours worked in a quarter will be averaged to determine what percent of premium will be paid by the employee and the Medical Center during the next quarter. Premium payments may change up or down depending on average hours worked in a quarter. Employees will be notified of any changes in premium payments.

Full-time employees shall also pay a portion of their effective monthly health insurance rate according to the following chart:

<b>Employee Premium</b>	<b>Payment Contribution</b>
1 Person	\$10
2 Persons	\$20
Family	\$25

The employee premium payment shall apply to both Blue Cross Blue Shield MVF-1 and the HMO's in Paragraph B below. Said payment shall be by payroll deduction, said deduction which is hereby authorized.

- B. Employees may enroll in Health Plus of Michigan, or Blue Care Network health maintenance organizations (HMO's) under the terms and conditions outlined herein. For eligible employees, said option may be exercised on an annual basis subject to applicable enrollment provisions. For those eligible employees choosing the alternate health care option, the Medical Center will pay the premiums up to the level of the current Blue Cross Blue Shield premium being paid by the Medical Center. Effective October 1, 1996, the HMO's will have a \$10 office visit charge, a \$10 prescription drug charge and a \$25 emergency room charge.



Eligibility for coverage and continuation of coverage shall also be governed by all the provisions of this Article, it being understood that contributions for the alternate health care option plan will cease when the employee is receiving coverage under any other health plan.

The Medical Center reserves the right to discontinue this option or to substitute similar plans upon notification to the Union.

- C. During the life of this Agreement, the Medical Center shall have the right to institute a CMM-PPO Program (a \$150 per person, \$300 per family, 70/30 co-pay and a \$1,000 maximum stop loss) and/or a point of service plan as an option to the above coverages, provided said plan(s) shall not require employees to pay more than the monthly rate in existence on June 30, 1996 (i.e., \$10 for one person, \$20 for two person and \$25 for family) and provided enrollment is strictly optional.
- D. A deductible for going outside the system is included under the Medical Center's insurance plans. Under this provision, hospitalized employees who are covered are required to pay a \$500 deductible. This shall also apply to such things as durable medical equipment and home health care services.
  - 1. An employee shall not be required to pay more than three (3) such deductibles in any one (1) year (i.e., a \$1500 cap).
  - 2. This deductible will be waived automatically if you or a member of your family are covered by one of the Medical Center's medical plans and hospitalized at Genesys Regional Medical Center. The deductible will be reimbursed if hospitalization at another hospital

is the result of an emergency, or if the services required are not available at Genesys Regional Medical Center.

- E. **Employee Discounts.** Presently a 75% employee discount on various Medical Center charges applies to employees with the Medical Center's insurance as well as employees with other health insurance coverage. The Medical Center does not however, pay more than 75% of the difference the Medical Center would have had to pay had the employee been covered by the Medical Center's insurance. In no case will the Medical Center pay more than 75% of the actual difference. In other words, for eligible employees covered by another health insurance carrier, the discount is based on the difference between what would have been paid had the employee been covered by the existing Medical Center coverage and the actual Medical Center charge as opposed to the difference between what was actually paid by the employee's own insurance and the charges, subject to the overall limitation of 75% of the actual difference.

The Medical Center does provide, upon request, a television and telephone (for local calls) for employees who are hospitalized at the Medical Center.

**Section 2.** For an eligible employee who presently is not covered under the Medical Center's paid health insurance (including the HMO), to become insured, he must: (1) enroll in the plan within thirty (30) days of his employment, (2) sign the disclaimer form provided, and (3) pay the premium until eligible for the Medical Center contribution as provided in Section 1; or the employee may become insured during the annual open enrollment period, provided in no case the Medical Center will pay the premiums until the employee has: 1) three (3) months of service (as provided in Section 1), 2)

paid his/her own premiums for at least three (3) months, and 3) signed a disclaimer for duplicate coverage. Further, at the end of said three (3) month period, the employee may only increase the number of dependents covered by his/her policy if there is a verifiable change in the employee's dependency status. Said disclaimer must also be signed annually before the Medical Center is obligated to continue to pay the premiums for said plan. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective said employee will be insured at the beginning of the next billing period following return to active employment.

**Section 3.** If an employee has signed the disclaimer form and does not have the Medical Center's group health insurance, because they are covered by another employer-paid group health insurance plan and subsequently lose their coverage under that other plan, then said employee will be allowed within thirty (30) days of loss of coverage or at the next open enrollment period to complete a new disclaimer form and enroll in the Medical Center's health insurance plan. Said coverage shall become effective at the beginning of the next monthly billing period.

**Section 4.** The insurance coverage listed above shall be discontinued on the day the employee's services are terminated. In case of layoff, said insurance will be continued to the end of the month. In case of medical leave of absence (including Workers' Compensation) said insurance will be continued at applicable Medical Center expense for a maximum of twenty-six (26) weeks in a two (2) year period. In case of all other leaves, said insurance coverage will be continued to the end of the month unless other arrangements are made.

**Section 5.** For the life of this Agreement, the Medical Center will provide the bargaining unit with the same retiree health care offered to non-represented employees of the Medical Center. This shall become effective for employees retiring on or after January 16, 1997. Note: This also includes access to HMO's for retirees.

**Section 6.** Coverage and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the Medical Center and the carriers. Any rebates or refunds on premiums shall accrue to the Medical Center. The Medical Center reserves the right to select the carrier, to change carriers or to become self-insured provided substantially equal coverage is obtained. The Medical Center will notify the Union sixty (60) days in advance if changing carriers or becoming self-insured and upon written request, will meet with the Union to discuss said change. No matter contained in this Article shall be subject to the Grievance Procedure.

## **ARTICLE 25 - GROUP INSURANCE**

### **Section 1.**

- A. For the life of this Agreement, the Medical Center shall continue to pay the premiums in effect at the beginning of this Agreement to provide Group Life, Accidental Death and Dismemberment (A.D. & D), and Sickness and Accident (S & A) Insurance for full-time employees with one (1) or more years of service as summarized below:

<b>Group Insurance</b>	<b>Amount</b>
Life	\$20,000
AD&D	\$20,000
S&A	(See below)

The Medical Center will pay the premiums for group term Life and A. D. & D. insurance benefits in the amount of \$10,000 for part-time employees with one (1) or more years of service regularly scheduled to work thirty-two (32) hours or more per pay period subject to the provisions of this Article.

Effective January 1, 2000, the Life and AD&D insurance for full-time employees shall be increased from \$20,000 to \$22,500 and the Life and AD&D insurance for part-time employees shall be increased from \$10,000 to \$12,500.

B. The weekly benefit schedule for employees going on S & A on or after January 1, 2000 shall be as follows:

### Sickness and Accident Insurance Benefit Chart

Wage Level	Benefit Level A	Benefit Level B
A	\$198	\$211
B	\$204	\$218
C	\$210	\$223
D	\$218	\$228
E	\$227	\$242
F	\$235	\$250
G	\$242	\$260
H/Hi	\$250	\$268
I	\$258	\$277
J	\$263	\$287
K	\$273	\$296
L	\$286	\$306
M	\$291	\$316
N	\$310	\$333
O	\$325	\$350
P	\$339	\$363
Q	\$353	\$373

\* Benefit Level A is the weekly benefit for employees below the maximum pay rate in their classification.

\*\* Benefit Level B is the weekly benefit for employees at the maximum pay rate in their classification.

Once an employee begins drawing a weekly benefit, there will be no change in the benefit level for the duration of that claim.

Eligible employees with 2080 LTD hours to 6240 LTD hours of Medical Center service (i.e. life-to-date hours) (LTD) will be covered for up to eight (8) weeks.

Eligible employees with 6240 LTD hours to 10,400 LTD hours will be covered for up to fifteen (15) weeks.

Eligible employees with 10,400 LTD hours or more will be covered up to twenty-eight (28) weeks.

Notwithstanding anything in the policy to the contrary, it is agreed that no employee shall be eligible to receive more than 39 weeks of benefits involving two (2) or more claims in any consecutive twenty-four (24) month period unless mutually agreed in writing between the Medical Center and the Union.

Benefits will commence on the eighth (8th) consecutive day of approved medical leave unless the employee is hospitalized at a Genesys Regional Medical Center facility in which case benefits will commence on the date of hospitalization. Exceptions for foreign hospitalization claims will be made in accordance with Article 24, Section 1-D.

**Section 2.** An eligible employee shall become insured at the beginning of the next monthly billing period following completion of one (1) year of service. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

**Section 3.** The insurance coverage listed above shall be discontinued on the day the employee's services are officially terminated. In case of layoff, Group Life and A. D. & D. will be

continued to the end of the month. In case of medical leave of absence, Group Life and A.D. & D will be continued for a maximum of twelve (12) months. In case of other leaves, said Life and A. D. & D. coverage will be continued to the end of the month unless other arrangements are made.

**Section 4.** Coverage and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the Medical Center and the carriers. Any rebates or refunds on premiums shall accrue to the Medical Center. The Medical Center reserves the right to select the carrier, to change carriers, or to become self-insured provided substantially equal coverage is obtained. The Medical Center will notify the Union sixty (60) days in advance if changing carriers or becoming self-insured and upon written request, will meet with the Union to discuss said change. No matter contained in this Article shall be subject to the Grievance Procedure.

## **ARTICLE 26 - DENTAL PLAN**

**Section 1.** For the life of this Agreement, the Medical Center shall pay the premiums to furnish dental insurance for regular full-time employees and part-time employees with one (1) year or more of service regularly scheduled to work thirty-two (32) hours or more per pay period who enroll in the Medical Center's plan. For eligible part-time employees, the cost of premiums will be shared on the same basis as it is for health insurance. The benefits of the plan are summarized below:

**Basic Dental Service**

- 100% Preventative, Diagnostic & Emergency Palliative
- 100% Radiographs
- 50 % Balance of Basic Services
- Prosthodontic Dental Services – 50%
- Orthodontic Dental Services (to age 19) – 50%



**Maximum Benefits**

Basic & Prosthodontic - \$1,000 per person total per year.  
Orthodontic - A lifetime \$750 per person total.

Effective January 1, 2000, the lifetime ortho maximum shall be increased from \$750 to \$800, the restorative benefit shall be increased from 50% to 80%, and there shall be a \$25 per person, \$50 per family deductible.

**Section 2.** The employee shall become insured at the beginning of the next monthly billing period following completion of one (1) year of service. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

**Section 3.** The insurance coverage listed above shall be discontinued on the day the employee's services are terminated. In case of layoff, said insurance will be continued to the end of the month. In case of medical leave of absence, said insurance will be continued for a maximum of twenty-six (26) weeks in a two (2) year period. In case of all other leaves of absence, said insurance coverage will be continued to the end of the month unless other arrangements are made.

**Section 4.** Coverage and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the Medical Center and the carriers. Any rebates or refunds on premiums shall accrue to the Medical Center. The Medical Center reserves the right to select the carrier, to change carriers, or to become self-insured provided substantially equal coverage is obtained. The Medical Center will notify the Union sixty (60) days in advance if changing carriers or becoming self-insured and upon written request, will meet with the Union to discuss said change. No matter contained in this Article shall be subject to the Grievance Procedure.

## ARTICLE 27 - OPTICAL PLAN

**Section 1.** The Medical Center agrees for the life of this Agreement to pay the premiums to provide an optical plan for regular full-time employees and part-time employees with one (1) year or more of service regularly scheduled to work thirty-two (32) hours or more per pay who enroll in the Medical Center's plan. For eligible part-time employees, the cost of premiums will be shared on the same basis as it is for health insurance. The benefits of the plan which are set forth in detail in the plan, are summarized below (effective January 1, 2000):

Eye Examination by an ophthalmologist or Vision Testing Examination by an optometrist. However, \$60 is the maximum covered Vision Care expense for an ophthalmological examination and \$45 is the maximum Vision Care expense for an optometric examination.

Lenses and Frames including preparation, fitting, and adjustment, when lenses are prescribed by an ophthalmologist or an optometrist.

A. Lenses - Only 65mm blank lenses of the same material (glass or plastic) and prescription will be covered. The following amounts are the maximum expenses for lenses:

Single Vision (Pair)	\$ 60
Bifocal (Pair)	\$ 85
Trifocal (Pair)	\$105
Lenticular (Pair)	\$200

B. Tints - If tints or photochromatic lenses are selected, there is a maximum allowance of \$10 for this service.

- C. Contact Lenses - In lieu of lenses and frames, contact lenses may be ordered. However, \$65 is the maximum Covered Vision Care Expense for contact lenses.
- D. Frames - Frames adequate to hold lenses which are a Covered Vision Care Expense are covered up to a limit of \$25.

**Section 2.** The employee shall become insured at the beginning of the next monthly billing period following completion of one (1) year of service. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

**Section 3.** The insurance coverage listed above shall be discontinued on the day the employee's services are terminated. In case of layoff, said insurance will be continued to the end of the month. In case of medical leave of absence, said insurance will be continued for a maximum of twenty-six (26) weeks in a two (2) year period. In case of all other leaves of absence, said insurance coverage will be continued to the end of the month unless other arrangements are made.

**Section 4.** Coverage and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the Medical Center and the carriers. Any rebates or refunds on premiums shall accrue to the Medical Center. The Medical Center reserves the right to select the carrier, to change carriers, or to become self-insured provided substantially equal coverage is obtained. The Medical Center will notify the Union sixty (60) days in advance if changing carriers or becoming self-insured and upon written request, will meet with the Union to discuss said change. No matter contained in this Article shall be subject to the Grievance Procedure.

## ARTICLE 28 - WORKERS' COMPENSATION

Employees absent due to injury or illness found compensable under the Michigan Workers' Compensation law shall be considered to be on a health leave of absence and their benefits and seniority, in addition to those provided by law, shall be governed by the provisions of Article 12 (Leaves of Absence) Section 2 and Article 24 (Health Insurance) Section 4, provided that an employee who returns from a Workers' Compensation leave will be able to maintain his/her eligibility for the same level of benefits he/she had prior to the start of the leave for up to two (2) years from the date of his/her Workers' Compensation injury or illness.

## ARTICLE 29 - PENSION

**Section 1.** During the life of this Agreement, regular, full-time and part-time employees shall continue to be eligible to participate in the Retirement Plan for employees of Genesys Regional Medical Center under the terms and conditions set forth in said plan or as subsequently revised from time-to-time by the Medical Center. No matter contained in this Article shall be subject to the Grievance Procedure.

**Section 2.** For the life of this Agreement subject to existing law, the Medical Center will allow a payroll deduction for employees to participate in the Tax Sheltered Annuity Program for Genesys Regional Medical Center employees under the terms and conditions set forth in said Plan or as subsequently revised from time-to-time by the Medical Center.

**Section 3.**

- A. Effective January 1, 2002, the multiplier will be increased from 1.35% to 1.40%.

- B. The Medical Center will provide the Union President with a copy of all new rules adopted by the Retirement Committee.

### **ARTICLE 30 - PROTECTIVE CLOTHING AND SAFETY**

**Section 1.** Employees shall utilize all protective devices and safety equipment provided by the Medical Center and observe all safety rules.

**Section 2.** The Medical Center will provide protective clothing and protective devices of the type and nature it deems necessary.

**Section 3.** Employees in the bargaining unit may elect one (1) employee and one (1) alternate to serve on the Medical Center's Safety and Disaster Preparedness Committee. The alternate may attend meetings of the Committee in the absence of the regular delegate.

**Section 4.** Employees should report any unsafe practices, conditions, or fire hazards to their immediate supervisor. If the matter is not resolved, the employee may file a written complaint with the Safety Committee member from his department, or if there is no Safety Committee member from his department, with any Safety Committee member, and the matter will be referred to the Safety Committee.

## ARTICLE 31 - LONGEVITY

**Section 1.** All full-time and part-time employees who have accumulated 20,800 or more life-to-date (LTD) hours of service during the previous calendar year shall be eligible to receive a longevity bonus in accordance with the following chart, subject to the provisions outlined herein:

LTD Hours	Annual %
20,800 up to 31,1999	2%
31,200 up to 41,599	4%
41,600 and over	6%

**Section 2.** Said bonus payment shall be based on the employee's base hourly rate (exclusive of any premium) in effect on the last pay period in the payroll calendar year multiplied by the hours paid (up to a maximum of 2080) for the calendar year.

**Section 3.** LTD hours shall be computed using the same method as used in the non-union plan. The calendar year will be the payroll calendar year as defined in Article 21 (PTO) Section 2. Hours paid will be the covered hours as defined in Article 21, Section 2.

**Section 4.** Said bonus payment shall be made in a separate check issued on the second pay of February, following the completion of the calendar year in which the employee attains 20,800 or more LTD hours of service.

**Section 5.** To be eligible for said bonus payment for a calendar year, the employee must be employed by the Medical Center as of December 31st of that calendar year.

## ARTICLE 32 - GENERAL

**Section 1.** The Medical Center and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Medical Center and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, except by mutual written agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 2.** Any Section of this Agreement which is ruled inconsistent with present or future state or federal laws or statutes shall become null and void without effect on the remaining Sections. Should such a section be declared null and void in final action from whose judgment no appeal has been taken, upon the written request of either party, the parties will meet to negotiate the matter.

**Section 3.** This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices between the Medical Center and the Union, or any employees and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.



**Section 4.** The Union and the Medical Center recognize the importance of protecting confidential information concerning patients and their families and employees. Any and all information gathered or heard about a patient or employee by the employee during the course of his employment shall be construed as confidential. Release of the aforementioned information by an employee to a patient or any unauthorized person shall be regarded as a breach of confidence and grounds for disciplinary action.

**Section 5.** It is the policy of the Medical Center and the Union that the provisions of this Agreement shall be applied to all employees covered hereby without regard to race, religion, color, national origin, age, marital status, sex, height, weight, handicap or disability.

Any alleged violation of this provision must be supported by written evidence at Step Three of the Grievance Procedure.

**Section 6.** The Medical Center shall continue payday on alternating Thursdays, with the pay period covering a two (2) week period prior to the Sunday preceding the pay day. If a recognized legal holiday falls on a regular pay day, the pay day will be one (1) day earlier.

**Section 7.** In cases of contracting or subcontracting work regularly performed by members of the bargaining unit, which would result in the layoff of a seniority employee, the Medical Center will notify the Union in writing. If requested in writing from the Union within two (2) days from receipt of the notice, the Medical Center will meet with the Union to discuss the work in question.

In the event a seniority employee is laid off as a result of said sub-contracting, the Medical Center will first attempt to place said employee in an available posted opening for which the Medical Center feels the employee is qualified. If there is no

such opening, the employee may bump a probationary employee in an equal or lower-rated job for which the Medical Center feels the employee is qualified. If there is no such position, and the employee is laid off, the eighteen (18) month period provided in Article 9, Length of Service (Seniority), Section 4, Paragraph F, shall be extended to twenty-four (24) months.

**Section 8.** It is understood that establishing Cafeteria prices shall continue to be the responsibility of the Medical Center.

**Section 9.** Non-bargaining unit Medical Center employees may perform bargaining unit work provided said effort will not result in the termination or layoff of employment of a seniority bargaining unit employee, except that if technological change is involved, this provision shall not apply and the matter shall be subject to a special conference.

**Section 10.** Employees who work during a period designated as an emergency by the Medical Center may be given a free meal.

### **ARTICLE 33 - CONSOLIDATION OR MERGER**

In the event the purchase, transfer, lease, etc., of the operations covered by this Agreement would result in a successor employer, and the successor employer does not agree in said purchase, transfer, lease, etc., to be bound by the terms and conditions of any existing labor Agreement between the Medical Center and the Union, it is agreed that the Medical Center will notify the Union in writing of this fact, and upon request, will bargain with the Union on the effects of such a decision.

## ARTICLE 34 - SEVERANCE/SEPARATION PAY

Regular full-time and part-time employees shall be eligible for severance pay under the terms and conditions set forth in this Article.

An employee shall be eligible for severance pay if 1) the employee's job is eliminated or 2) the employee is subject to permanent layoff, and in addition to 1 and 2, there is no position in the bargaining unit that the employee can bump into pursuant to Article 11, Layoff and Recall and there is no opening elsewhere in the Medical Center for which the employee is qualified as determined by the Medical Center.

If there is no position as outlined above, it is understood that an employee who is laid off shall have the option of maintaining his/her seniority and being on a layoff/recall list, or the employee may opt to accept severance pay. If the employee desires to accept severance pay, the employee must notify the Medical Center in writing of such election prior to the date of the layoff.

Payment of severance pay to an employee is contingent upon an employee executing the appropriate release prepared by the Medical Center. In accepting severance pay, an employee terminates his/her employment and forfeits all seniority and recall rights under applicable layoff provisions.

Employees will be paid all earned and unused PTO at the time of termination. Health, dental, optical and life insurance in effect at the employee's last day of work, shall be continued while the employee receives severance pay. Thereafter, the employee shall be eligible to continue medical, dental, and optical insurance subject to the Medical Center's COBRA policy on continuation of coverage.

The maximum severance shall be twenty-six (26) weeks of pay. An employee's LTD hours shall be determined as of the last pay period prior to the employee's last day of work. The employee's base weekly straight-time pay is defined as forty (40) hours times the employee's base straight time hourly rate (exclusive of any premiums) in effect on the employee's last day of work. Severance pay shall be paid on a bi-weekly basis.

The amount of severance payable to the terminated employee will be continuation of the employee's regular, base weekly straight-time pay (exclusive of any premiums) in accordance with the following schedule:

<b>Employee's LTD Hours</b>	<b>Weeks of Severance Pay</b>
2,080 to 4,159	1
4,160 to 6,239	2
6,240 to 8,319	3
8,320 to 10,399	4
10,400 to 12,479	5
12,480 to 14,559	6
14,560 to 16,639	7
16,640 to 18,719	8
18,720 to 20,799	9
20,800 to 22,879	10
22,880 to 24,959	11
24,960 to 27,039	12
27,040 to 29,119	13
29,120 to 31,199	14
31,200 to 33,279	15
33,280 to 35,359	16
35,360 to 37,439	17
37,440 to 39,519	18
39,520 to 41,599	19
41,600 to 43,679	20
43,680 to 45,759	21
45,760 to 47,839	22
47,840 to 49,919	23
49,920 to 51,999	24
52,000 to 54,079	25
54,080 and over	26

## ARTICLE 35 - TERMINATION

**Section 1.** Expiration Date. This Agreement shall become effective on September 16, 1999, and shall continue in full force and effect up to and including June 30, 2002.

**Section 2.** Notice to Modify, Amend or Terminate; Automatic Renewal. This Agreement shall continue in effect for successive yearly periods after June 30, 2002, unless written notice is given by the Union or the Medical Center to the other party at least ninety (90) days prior to June 30, 2002, or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement. This Agreement shall remain in full force and be effective during this period of negotiations until notice of termination of this Agreement is provided to the other party in the manner set forth in this Article. In the event that one (1) of the parties gives the ninety (90) day notice to modify or amend, as set forth above, either party may give subsequent notice to terminate by giving the other party at least ten (10) days notice of termination in writing which notice may not be given before the anniversary date set forth in Section 1.


**Section 3.** Notice shall be sufficient if sent by certified mail addressed, if to the Union, to the Local Union President, at said President's home address and, if to the Medical Center, to the Medical Center President, One Genesys Parkway, Grand Blanc Township, Michigan or to any such address as the Union or the Medical Center may make available to each other.

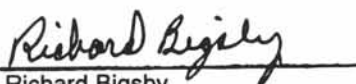
Dated this 16th day of September, 1999.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

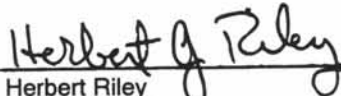
**LOCAL 2635, affiliated with Council 25,  
GENESYS REGIONAL MEDICAL  
CENTER**


**Chartered by the AMERICAN  
FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

By:   
Elliot Joseph  
President

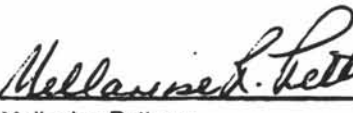
By:   
Richard Bigsby  
Local President

By:   
Jerry Vogler, Interim  
Vice President of  
Human Resources

By:   
Herbert Riley  
Vice President

By:   
Richard T. Crely  
Director of Human Resources

By:   
Tyrone Pettway  
Secretary/Treasurer

By:   
Mellanise Pettway  
Recording Secretary

By:   
Mary Hart  
Executive Board

By:   
R. Jake McInnis  
Executive Board

## APPENDIX A CLASSIFICATIONS BY WAGE LEVEL

Level A Housekeeper 1	Level H Administrative Associate 1
Level B Cart Packer Dietary Aide Support Helper 1	Level H-I Material Handler 2
Level C Material Clerk	Level I Painter
Level D Cashier CPD Aide* Nutrition Technician Lab Assistant Second Cook Service Associate Anesthesia Aide Physical Therapy Aide	Level J Groundskeeper Maintenance Mechanic
Level E Admissions Support Clerk CPD Technician (Registered) Material Handler 1 Radiology Clerk Radiation Oncology Clerk Inventory Control Clerk	Level K Crib Keeper
Level F Cook Housekeeper 2 Pharmacy Technician Orthopedic Technician	Level L Surgical Technician Hardware Mechanic Carpenter
	Level N Engineering Mechanic (Licensed) Groundskeeper (Certified)** HVACR Mechanic (Universal Technician Card) Electrician Plumber
	Level Q Electrician (Licensed) Plumber (Licensed)

\* Employees in the CPD Aide classifications shall automatically be reclassified as CPD Technicians upon obtaining the required registration.

\*\* It is understood that the Medical Center retains the right to determine the number of certified Groundskeepers, Master Plumbers and Master Electricians and the certifications for the Groundskeeper (certified) shall be biocide and pesticides, mosquito control and indoor foliage.



**APPENDIX A-1  
MINIMUM WAGE RATES EFFECTIVE 7-4-1999**

Level	Start	6 mos.	1 yr.	1/2 step	2 yrs.	1/2 step	3 yrs	1/2 step	4 yrs	1/2 step	5 yrs.	1/2 step	6 yrs.	1/2 step	7 yrs
A	7.928	8.225	8.520	8.648	8.950	9.234	9.526	9.819	10.113	10.254	10.445	10.588	10.784	10.835	10.991
B	8.197	8.492	8.799	8.927	9.237	9.529	9.830	10.130	10.434	10.579	10.771	10.918	11.116	11.169	11.332
C	8.464	8.774	9.092	9.223	9.531	9.833	10.139	10.446	10.751	10.897	11.091	11.245	11.438	11.492	11.658
D	8.842	9.136	9.432	9.560	9.869	10.188	10.500	10.814	11.126	11.271	11.479	11.621	11.823	11.880	12.050
E	9.175	9.473	9.772	9.930	10.293	10.620	10.963	11.308	11.654	11.825	12.056	12.228	12.460	12.521	12.703
F	9.581	9.877	10.172	10.333	10.693	11.032	11.385	11.734	12.086	12.255	12.483	12.657	12.887	12.955	13.141
G	9.970	10.265	10.560	10.714	11.085	11.436	11.797	12.156	12.518	12.695	12.931	13.105	13.341	13.405	13.598
H	10.333	10.627	10.926	11.085	11.453	11.820	12.189	12.557	12.924	13.103	13.337	13.514	13.751	13.814	14.015
H1	10.497	10.743	10.988	11.235	11.480	11.899	12.263	12.624	12.986	13.192	13.399	13.607	13.839	14.020	14.180
I	10.721	11.017	11.315	11.495	11.923	12.297	12.699	13.099	13.497	13.699	13.974	14.175	14.445	14.519	14.726
J	11.085	11.378	11.681	11.864	12.291	12.675	13.086	13.493	13.902	14.107	14.379	14.580	14.858	14.927	15.142
K	11.487	11.782	12.072	12.248	12.687	13.081	13.501	13.917	14.335	14.541	14.814	15.017	15.341	15.369	15.581
L	11.889	12.186	12.477	12.689	13.169	13.580	14.027	14.473	14.917	15.147	15.450	15.681	15.986	16.062	16.293
M	12.281	12.575	12.874	13.086	13.566	13.992	14.444	14.896	15.350	15.583	15.885	16.118	16.429	16.505	16.742
N	12.965	13.261	13.557	13.767	14.252	14.701	15.168	15.638	16.107	16.337	16.671	16.873	17.187	17.267	17.518
O	13.624	13.918	14.210	14.431	14.946	15.396	15.878	16.362	16.842	17.126	17.327	17.692	18.018	18.108	18.367
P	14.298	14.590	14.882	15.104	15.616	16.084	16.574	17.063	17.555	17.840	18.161	18.404	18.731	18.912	19.081
Q	14.923	15.234	15.538	15.767	16.280	16.791	17.304	17.817	18.329	18.624	18.961	19.215	19.555	19.746	19.920

**APPENDIX A-2  
MINIMUM WAGE RATES EFFECTIVE 7-3-2000**

Level	Start	1 yr.	2 yrs.	3 yrs	4 yrs	5 yrs.	6 yrs.	7 yrs
A	8.166	8.776	9.219	9.812	10.416	10.758	11.108	11.321
B	8.443	9.063	9.514	10.125	10.747	11.094	11.449	11.672
C	8.718	9.365	9.817	10.443	11.074	11.424	11.781	12.008
D	9.107	9.715	10.165	10.815	11.460	11.823	12.178	12.412
E	9.450	10.065	10.602	11.292	12.004	12.418	12.834	13.084
F	9.868	10.477	11.014	11.727	12.449	12.857	13.274	13.535
G	10.269	10.877	11.418	12.151	12.894	13.319	13.741	14.006
H	10.643	11.254	11.797	12.555	13.312	13.737	14.164	14.435
H1	10.812	11.318	11.824	12.631	13.376	13.801	14.254	14.605
I	11.043	11.654	12.281	13.080	13.902	14.393	14.878	15.168
J	11.418	12.031	12.660	13.479	14.319	14.810	15.304	15.596
K	11.832	12.434	13.068	13.906	14.765	15.258	15.801	16.048
L	12.246	12.851	13.564	14.448	15.365	15.914	16.466	16.782
M	12.649	13.260	13.973	14.877	15.811	16.362	16.922	17.244
N	13.354	13.964	14.680	15.623	16.590	17.171	17.703	18.044
O	14.033	14.636	15.394	16.354	17.347	17.847	18.559	18.918
P	14.725	15.328	16.084	17.071	18.082	18.706	19.293	19.653
Q	15.371	16.004	16.768	17.823	18.879	19.530	20.142	20.518

**APPENDIX A-3  
MINIMUM WAGE RATES EFFECTIVE 7-2-2001**

Level	Start	1 yr.	2 yrs.	3 yrs	4 yrs	5 yrs.	6 yrs.	7 yrs
A	8.411	9.039	9.496	10.106	10.728	11.081	11.441	11.661
B	8.696	9.335	9.799	10.429	11.069	11.427	11.792	12.022
C	8.980	9.646	10.112	10.756	11.406	11.767	12.134	12.368
D	9.380	10.006	10.470	11.139	11.804	12.178	12.543	12.784
E	9.734	10.367	10.920	11.631	12.364	12.791	13.219	13.477
F	10.164	10.791	11.344	12.079	12.822	13.243	13.672	13.941
G	10.577	11.203	11.761	12.516	13.281	13.719	14.153	14.426
H	10.962	11.592	12.151	12.932	13.711	14.149	14.589	14.868
H1	11.136	11.658	12.179	13.010	13.777	14.215	14.682	15.043
I	11.374	12.004	12.649	13.472	14.319	14.825	15.324	15.623
J	11.761	12.392	13.040	13.883	14.749	15.254	15.763	16.064
K	12.187	12.807	13.460	14.323	15.208	15.716	16.275	16.529
L	12.613	13.237	13.971	14.881	15.826	16.391	16.960	17.285
M	13.028	13.658	14.392	15.323	16.285	16.853	17.430	17.761
N	13.755	14.383	15.120	16.092	17.088	17.686	18.234	18.585
O	14.454	15.075	15.856	16.845	17.867	18.382	19.116	19.486
P	15.167	15.788	16.567	17.583	18.624	19.267	19.872	20.243
Q	15.832	16.484	17.271	18.358	19.445	20.116	20.746	21.134

## LETTER OF UNDERSTANDING A

(retyped 9/99)


### UNION BUSINESS/RICHARD BIGSBY

During the life of this Agreement, the Medical Center will allow Mr. Bigsby, while he is Local Union President, to be released from his duties with pay up to two (2) days a week to attend to activities of the Local Union. One (1) of the two (2) days will be a Wednesday. On Wednesday, the parties will schedule such things as third-step grievances, special conferences, and arbitration and pre-arbitration hearings.

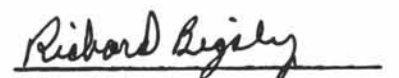
The release time is granted with the understanding that Mr. Bigsby will not engage in any organizing activities of any kind, including organizing any of the Medical Center's unrepresented employees or unrepresented employees of Genesys Health Systems, Inc. during such release time. Mr. Bigsby will be permitted to enter Medical Center premises during such time to attend meetings, special conferences with Medical Center Representatives or process grievances provided, he has made prior arrangements with the Vice President of Human Resources or his designee. It is further understood that Union business and grievance activity will not be conducted by Mr. Bigsby during working hours outside of the time allocated above, without specific prior approval of the Vice President of Human Resources or his designee. A proper accounting of time will be given.


The release time, if requested, must be used in eight (8) hour increments and scheduled prior to each two (2) week scheduling period for his department. Said time will be counted as time worked for purposes of overtime. It will be used for computing seniority hours, PTO covered hours, and will be considered as hours of service under the Pension Plan.

GENESYS REGIONAL MEDICAL CENTER:

  
Richard T. Crely  
Director of Human Resources

Accepted this 16th day of September, 1999 by:

  
Richard Bigsby  
President, AFSCME, Local 2635

  
Herbert Riley  
Vice President, Local 2635

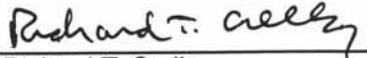
**LETTER OF UNDERSTANDING B**

(retyped 9/99)

**SURGICAL TECHNICIANS**

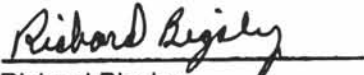
While it is recognized that the Medical Center intends to train operating room RN's in all phases of operating room procedures (including scrubbing and assisting), the Medical Center will not eliminate the Surgical Technician position nor will the Medical Center discontinue the practice of also having Surgical Technicians assist or work on the heart team, and thereby receive the appropriate bonus.

GENESYS REGIONAL MEDICAL CENTER:

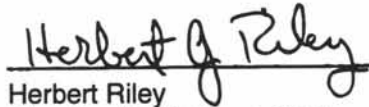


Richard T. Creely  
Director of Human Resources

Accepted this 16th day of September, 1999 by:



Richard Bigsby  
President, AFSCME, Local 2635



Herbert Riley  
Vice President, Local 2635

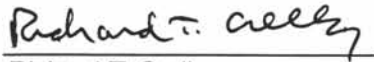
**LETTER OF UNDERSTANDING C**

(Retyped 9/99)

**INDEMNIFICATION**

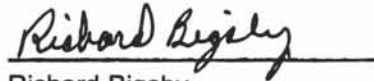
This letter is to confirm that, in regard to Article 24, Section 1, Paragraph D, the Medical Center agrees to indemnify and save the Union harmless from any and all liability that may arise in consequence of application of this Section. Such indemnity shall include, but not be limited to, reimbursing any employee for any deductible paid in error or reimbursement of any fees, etc., that could be ordered to be paid to employees, and including court costs and attorney fees.

GENESYS REGIONAL MEDICAL CENTER

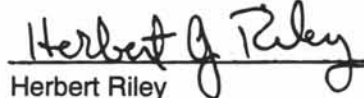


Richard T. Crely  
Director of Human Resources

Accepted this 16th day of September, 1999 by:



Richard Bigsby  
President, AFSCME, Local 2635



Herbert Riley  
Vice President, Local 2635

**LETTER OF UNDERSTANDING D**

(Retyped 9/99)

**MEDICAL OFFICE BUILDING**

The following shall serve to confirm our discussions relative to the Medical Office Building at Health Park.

At Health Park, it is anticipated that bargaining unit employees will provide the housekeeping services for the common areas and hallways. The Medical Center will utilize maintenance employees as the need arises. If changes in this arrangement are to take place, the Medical Center will meet with the Union to discuss the reason for the change.

GENESYS REGIONAL MEDICAL CENTER

Richard T. Creely

Richard T. Creely  
Director of Human Resources

Accepted this 16th day of September, 1999 by:

Richard Bigsby

Richard Bigsby  
President, AFSCME, Local 2635

Herbert G. Riley

Herbert Riley  
Vice President, Local 2635



**LETTER OF UNDERSTANDING E**

(Retyped 9/99)

**DEPARTMENTS**

Existing departments include such departments as Linen Service, Food & Nutrition, Housekeeping, Buildings and Grounds, Central Processing and Materials Management.

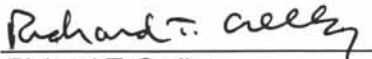
In addition, for purposes of this Agreement, the following areas may be considered departments:

- Women and Children's
- Peri-Op (including Operating Room, PAT and PACU)
- Diagnostic (including Cath Lab, Radiology and Medical Lab)
- Emergency Department
- n-Patient Care

It is understood that within these areas, are a number of units.

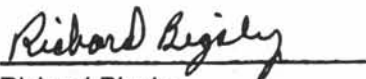
In the event existing units, areas or departments are to be combined and/or eliminated, the Medical Center will give advance written notice to the Union, and upon written request, will meet with the Union to discuss the reasons for the change.

**GENESYS REGIONAL MEDICAL CENTER**

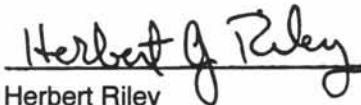


Richard T. Creely  
Director of Human Resources

Accepted this 16th day of September, 1999 by:



Richard Bigsby  
President, AFSCME, Local 2635



Herbert Riley  
Vice President, Local 2635

## LETTER OF UNDERSTANDING F


### CONSOLIDATION RATES AND FROZEN RATES

The Medical Center will continue to grandfather the rates of those employees who were placed on the former SJC Salary Schedule at the time of consolidation in accordance with Letter M of the 1996 Contract. Said employees will continue to receive the negotiated increases in the form of lump sums. The Medical Center will provide the Union with a list of current grandfathered rates under this Letter F.

Employees who had their rate frozen as of the date July 4, 1999, will receive the negotiated general increases in the form of lump sums until their wage rate equals the rate for their classification. The Medical Center will also provide the Union with a list of such employees.

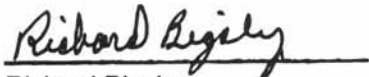
Said lump sum payments will be based on wages paid for hours worked, including overtime and PTO, for calendar year 1998 GRMC W-2 earnings. To be eligible for a lump sum payment, the employee must be on the seniority list on the date the lump sum payment is paid and actively employed (i.e., if the employee is on a leave of absence or laid off at the time of payment, the lump sum bonus will be paid after the employee has returned to work for fifteen (15) days, provided the employee returns to work within one (1) year from date of said payment).

GENESYS REGIONAL MEDICAL CENTER

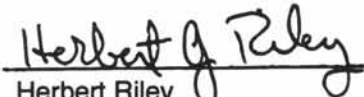


Richard T. Creilly  
Director of Human Resources

Accepted this 16th day of September, 1999 by:



Richard Bigsby  
President, AFSCME, Local 2635



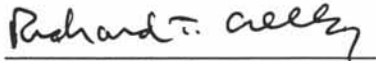
Herbert Riley  
Vice President, Local 2635

## LETTER OF UNDERSTANDING G

### SA COMMITTEE

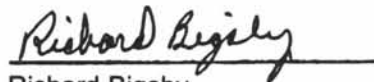
A Committee will be formed to review concerns regarding the SA role, including work load. The Committee will consist of three (3) representatives from the Medical Center, including a representative from Human Resource and three (3) representatives from the Union, including at least one (1) SA. Initially, the Committee will meet with Chief Operating Officer, Norma Hagenow. The Committee will meet on a quarterly basis for one (1) year. More meetings may be held by agreement of the Committee. The parties will assess the need for further meetings at the end of the one (1) year.

GENESYS REGIONAL MEDICAL CENTER

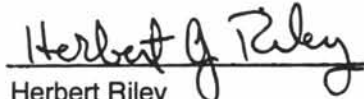


Richard T. Crely  
Director of Human Resources

Accepted this 16th day of September, 1999 by:



Richard Bigsby  
President, AFSCME, Local 2635



Herbert Riley  
Vice President, Local 2635

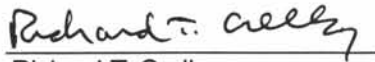
## LETTER OF UNDERSTANDING H

### WEST FLINT CAMPUS

While it is recognized that there is no longer an acute care hospital at 3921 Beecher Road (i.e., West Flint Campus), the Medical Center agrees that the bargaining unit employees assigned to work at the West Flint Campus in the classifications and areas listed below shall continue to be covered under the provisions of this 1999-2002 Collective Bargaining Agreement:

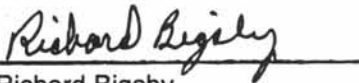
1. AA1's in the Sleep Lab.
2. AA1's in the Emergency Department.
3. The Physical Therapy Aide in Physical Medicine.

GENESYS REGIONAL MEDICAL CENTER

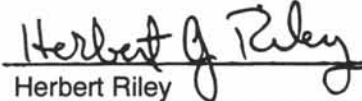


Richard T. Crely  
Director of Human Resources

Accepted this 16th day of September, 1999 by:



Richard Bigsby  
President, AFSCME, Local 2635



Herbert Riley  
Vice President, Local 2635

**LETTER OF UNDERSTANDING I**

**FAMILY PRACTICE HEALTH CENTER**

In the event the Family Practice Health Center is relocated from the East Flint Campus, bargaining unit employees assigned to Family Health (i.e., Housekeepers) will continue to be covered under the provisions of the 1999-2002 Collective Bargaining Agreement.

GENESYS REGIONAL MEDICAL CENTER

Richard T. Creely  
Richard T. Creely  
Director of Human Resources

Accepted this 16th day of September, 1999 by:

Richard Bigsby  
Richard Bigsby  
President, AFSCME, Local 2635

Herbert A. Riley  
Herbert Riley  
Vice President, Local 2635

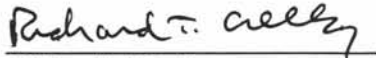
## LETTER OF UNDERSTANDING J

### RATE PROGRESSION

A full-time employee on a half-step or placed on a half-step as a result of the wage inequity adjustments agreed to herein, will move to the next full step in six (6) months or at his/her annual anniversary date for wage progression purposes within said classifications, whichever comes first. Thereafter, the employee will move from full-step to full-step each 2,080 hours of Medical Center Service as provided in Article 20, Wages, Section 2. Full-time employees on a full step will move to the next full step at his/her annual anniversary date for wage progression. Thereafter, the employee will move from full-step to full-step each 2,080 hours of Medical Center Service as provided in Article 20, Wages, Section 2.

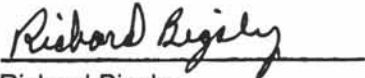
A part-time employee on a half-step will move to the next full-step at 1,040 hours and thereafter, the employee will move from full step to full step each 2,080 hours of Medical Center Service as provided in Article 20, Wages, Section 2.

GENESYS REGIONAL MEDICAL CENTER

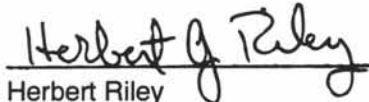


Richard T. Crely  
Director of Human Resources

Accepted this 16th day of September, 1999 by:



Richard Bigsby  
President, AFSCME, Local 2635



Herbert Riley  
Vice President, Local 2635

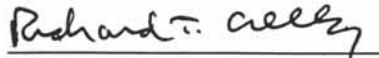
## LETTER OF UNDERSTANDING K

### STEP ADJUSTMENTS

For employees in the bargaining unit who came from Wheelock and Genesee Memorial and were placed on the negotiated AFSCME Salary Schedule based on their rate of pay at the time, rather than the time they had worked in the classification, a one-time step adjustment will be made. The step adjustment will take place in the first full pay period in January. The purpose of the step adjustment will be to place eligible employees on the appropriate salary schedule in accordance with their full-time equivalent work in the classification. To determine the full-time equivalent work in the classification, there will be a one (1) month deduction for each full month the employee was on leave of absence or layoff. In the case of part-time employees, each twelve (12) months of work as a part-time employee will be credited as .7 full-time equivalency. For example, an employee who worked part-time in the classification for 10 or more years would be placed at the seven (7) year (top step) of the salary schedule (i.e.,  $10 \text{ years} = 120 \text{ months} \times .7 = 84 \text{ months} \div 12 = 7.0 \text{ years full-time equivalency}$ ). An employee who worked six (6) years and five (5) months as a part-time employee would be placed on the four (4) year step (i.e.,  $6 \text{ years, } 5 \text{ months} = 77 \text{ months} \times .7 = 53.9 \div 12 = 4.49 = 4\text{-year step}$ ). Length of time in the classification will be computed as of November 30, 1999. Only whole months will be counted. The Medical Center's records shall be used to establish time in the classification.

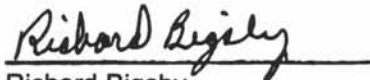
For employees in the bargaining unit who came from Flint Osteopathic and were placed on the negotiated AFSCME Salary Schedule based on their rate of pay at the time, rather than the time they had worked in the classification and who still are not at the top of the pay range (i.e., Housekeepers II's), a similar one (1) time step adjustment will be made.

#### GENESYS REGIONAL MEDICAL CENTER

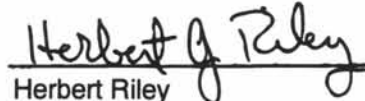


Richard T. Creely  
Director of Human Resources

Accepted this 16th day of September, 1999 by:



Richard Bigsby  
President, AFSCME, Local 2635



Herbert Riley  
Vice President, Local 2635



## LETTER OF UNDERSTANDING L

### PTO LETTER OF UNDERSTANDING

The Employer, Genesys Regional Medical Center, and the Union, AFSCME Michigan Council 25 and its affiliated AFSCME Local 2635, agree as follows:

1. With the exception of the PTO language in Article 21, Section 12, the contract will be printed as presented by the Medical Center;
2. With respect to Article 21, Section 12, the Article will appear as follows in the new contract:

**Section 12:** (Prior Collective Bargaining Agreement). Employees who prefer to sell back PTO earned without taking time off from work may do so as follows:

Twice during each calendar year, on the last pay day in May and November, an employee may elect to take cash at the rate specified in the sell back schedule below for up to one-half (1/2) the total PTO in their bank, except that the PTO balance remaining after sell back may not be less than forty (40) hours (5 days).

#### **Sell Back Schedule**

100% of hourly rate times PTO hours sold back.

Example:	Hourly rate	= \$15.00
	PTO Bank	= 200 hours
	Maximum PTO allowed to sell back	= 200 x 1/2 = 100 hours
	100 hours x \$15.00 x 50%	= \$750
	Remaining PTO Balance	= 100 hours

All Federal, State, City and FICA taxes by law must be withheld from PTO sold back.

Employees must initiate a request to sell back PTO by completing the proper form in the Payroll Office on or before May 1 or November 1 of each year.

Hours sold back will not accrue more PTO hours.

1999 TA – increase sell back under Section 12 from 50% of hourly rate to 100%. (Change example, base it on rate of \$15.00 per hour.) Also, see PTO Letter of Understanding;

3. Because it is the Medical Center's position that it never agree to 100% sell back and the PTO sell back is now limited to 40 hours and because it is the Union's position that the PTO sell back now extends to all PTO hours;
4. The Union will file a grievance over this PTO dispute. The parties will attempt to mutually agree upon an arbitrator. Absent mutual agreement, they will use the blind draw procedure described in the new Collective Bargaining Agreement;
5. The arbitrator shall have the authority and jurisdiction to resolve this dispute. The parties agree that the arbitrator's award on this PTO issue shall become part of the Collective Bargaining Agreement and that it shall be final and binding.

GENESYS REGIONAL MEDICAL CENTER

  
\_\_\_\_\_

Dated: December \_\_, 1999

AFSCME

  
\_\_\_\_\_

Dated: December \_\_, 1999

**NOTES**

