

6093  
12/31/98

**Bargaining Agreement**

*between*

**HealthSource Saginaw**

*and*

**HealthSource Saginaw  
Licensed Practical Nurse Employees**

**Chapter of Local No. 933  
American Federation of State, County  
and Municipal Employees - AFL-CIO  
Council #25**

**Term: 1/1/96 - 12/31/98**

# TABLE OF CONTENTS

Article 1 - Recognition	1
Section 1 - Employees Covered	1
Article 2 - Aid to Other Unions	1
Article 3 - Union Security	1
Section 3	1
Section 2	1
Article 4 - Union Dues and Initiation Fees	2
Section 1 - Payment by Checkoff	2
Section 2 - When Deductions Begin	2
Section 3 - Remittance of Dues to Financial Officer	2
Section 4 - Dispute Concerning Membership	2
Section 5	2
Article 5 - Union Representation	3
Section 1	3
Section 2	3
Section 3	3
Section 4	3
Section 5	4
Section 6 - The Bargaining Committee	4
Section 7	4
Section 8	4
Article 6 - Special Conferences	4
Section 1	4
Section 2	4
Article 7 - Grievance Procedure	5
Section 1 -	5
Step 1 - Verbal Step	5
Step 2 - Written Step	5
Step 3 - Written Step/Department Head	5
Step 4 - Written Step/President/CEO	5
Step 5 - Arbitration	5
Section 2 - Rules of arbitration	6
Section 3 - Arbitration costs and fees	6
Section 4 - Grievance procedural rules	6
Section 5	6
Section 6	6
Section 7	6
Section 8	6
Article 8 - Discharge and Discipline	6
Section 1 - Notice of Discharge and Discipline	6
Section 2	7
Section 3 - Appeal or Discharge or Discipline	7

Section 4	7
Article 9 - Seniority	7
Section 1 - Definition	7
Section 2 - Seniority List	7
Section 3 - Probationary Employees	8
Section 4 - Seniority Status	8
Section 5 - Seniority of Stewards and Union Officers	9
Section 6 - Seniority of Employee Transferred from the Bargaining Unit	9
Article 10 - Loss of Seniority	9
Article 11 - Application of Seniority	11
Section 1 - Temporary Transfers	11
Section 2 - Permanent Transfers/Job Bidding	12
Section 3 - Layoffs and Recalls	13
Article 12 - Reinstatement of Veterans	13
Article 13 - Leaves of Absence	14
Section 1 - Eligibility	14
Section 2 - Sick Leave	14
Section 3 - Public Office Leave	14
Section 4 - Personal and/or Educational Leaves	14
Section 5 - Union Business Leave	15
Section 6 - Funeral Leave	16
Section 7 - Benefits	17
Section 8 - PTO	17
Section 9 - Definitions	17
Section 10 - Accrual Chart	17
Section 11 - Accrual Levels	18
Section 12 - New Employees	18
Section 13 - PTO Payment	18
Section 14 - Utilization of PTO	18
Section 15 - Prior Approval	18
Section 16 - Management Rights	18
Section 17 - PTO Without Prior Approval	19
Section 18 - PTO Pay-Out	19
Section 19 - Dual Rate Employees	19
Section 20 - PTO Payment in Advance	19
Section 21 - Full-Time to Part-Time	19
Section 22 - Part-Time to Full-Time	19
Section 23 - Actual Time Off	20
Section 24 - Termination	20
Article 14 - Insurance	20
Section 1 - Hospitalization Insurance	20
Section 2 - Life Insurance	21
Section 3 - Paid Hospitalization Insurance for Retirees	21
Section 4 - Dental Insurance	21

Section 5	21
Section 6	22
Section 7	22
Article 15 - Union Bulletin Board	22
Article 16 - Wages	23
Section 1	23
Section 2 - Rates for New Jobs	23
Section 3	23
Article 17 - Jury Duty	23
Article 18 - Distribution of Overtime	23
Section 1	24
Section 2	24
Section 3	24
Section 4	24
Article 19 - Utilization of On-Call Personnel	24
Article 20 - Reporting Pay and Call-In Pay	25
Section 1 - Reporting Pay	25
Section 2 - Call-In Pay	25
Article 21 - Drugs and Prescriptions	25
Article 22 - Pensions	25
Article 23 - Management Rights	25
Section 1	25
Section 2	25
Section 3 - Subcontracting	26
Article 24 - Confidential Information	26
Article 25 - Miscellaneous	26
Section 1 - Addresses and Telephone Numbers of Employees	26
Section 2 - Anti-Discrimination	27
Section 3 - Effect of Agreement	27
Section 4 - Effect of Invalidity of Provision of this Agreement	27
Section 5 - Pronouns, Use of	27
Section 6 - Strikes, Work Interruptions	27
Section 7 - Volunteer Service Organizations and Workers	27
Section 8 - Physical Examinations	27
Section 9 - Job Descriptions	28
Section 10 - Credit Union Membership	28
Section 11 - Shift Premium	28
Section 12 - Charge Premium	28
Article 26 - Holidays/Holiday Premium	28
Section 1 - Scheduling	28
Section 2 - Payment	29
Article 27 - Vacations	30
Section 1	30
Section 2 - Vacation Scheduling	30

Article 28 - Working Hours, Overtime Pay and Scheduling .....	30
Section 1 - Working Hours .....	30
Section 2 - Overtime .....	31
Section 3 - Scheduling .....	31
Article 29 - Regular Part-Time Employees .....	32
Article 30 - Tuition .....	32
Article 31 - Waiver .....	32
Article 32 - Successor Parties .....	32
Article 33 - Effective Date and Duration of this Agreement .....	33

**ARTICLE 1**  
**RECOGNITION**

**Section 1. Employees Covered.** Pursuant to and in accordance with all applicable provisions of ACT 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the UNION as exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described as follows:

UNIT: All regular full-time and regularly scheduled part-time Licensed Practical Nurses excluding, Employee Health Services Licensed Practical Nurses, Registered Nurses, and Nursing Supervisors.

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the EMPLOYER and the employees and the UNION.

The parties recognize that the interest of the community and the job security of the employees depend upon the EMPLOYER's success in establishing a proper service to the community.

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

**ARTICLE 2**  
**AID TO OTHER UNIONS**

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreements with any such group or organization with respect to the employees covered hereby, for the purpose of undermining the UNION.

**ARTICLE 3**  
**UNION SECURITY**

**Section 1.** Employees covered by this Agreement at the time it becomes effective, and who are members of the UNION at that time, shall be required, as a condition of continued employment, to continue membership in the UNION equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

**Section 2.** Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be



required, as a condition of continued employment, to become members of the UNION or pay a service fee to the UNION equal to dues and initiation fees required for membership for the duration of this agreement commencing the 30th day following the beginning of their employment in the unit. The EMPLOYER will neither encourage nor discourage new employees from joining the UNION.

#### **ARTICLE 4** **UNION DUES AND INITIATION FEES**

**Section 1. Payment by Checkoff.** Employees shall tender the initiation fee, monthly membership dues or service fee, by signing the Authorization for Checkoff Fees form. The Employer agrees to deduct UNION membership dues for those authorizing same as they are levied in accordance with the Constitution and Bylaws of the UNION and from the pay of each employee who executes the authorization therefor. The form to be utilized for the Authorization for Checkoff of Fees shall be provided to the EMPLOYER by the UNION.

**Section 2. When Deductions Begin.** Checkoff deductions under all properly executed Authorization for Checkoff of Fees shall become effective at the time the application is signed by the employee, and shall be deducted from the second pay of the month and each month thereafter.

**Section 3. Remittance of Dues to Financial Officer.** Deductions for any calendar month shall be remitted to such address designated by the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

The EMPLOYER shall additionally indicate the amount deducted and notify the financial officer of the Council of the names of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

**Section 4. Dispute Concerning Membership.** Any dispute concerning membership, or any dispute arising as to an employee's membership in the UNION shall be reviewed by the designated representative of the EMPLOYER and a representative of the Local UNION, and if not resolved, may be decided at the final step of the grievance proceedings.

**Section 5.** The UNION hereby agrees to hold the EMPLOYER free and harmless from any claim which a UNION member shall have which arises as a result of anything contained in this Article.

**ARTICLE 5**  
**UNION REPRESENTATION**

**Section 1.** Employees covered by this Agreement shall be represented by stewards as follows:

One (1) steward and one (1) alternate steward for each shift.

In the absence of a steward, the Chapter Chairperson may appoint an alternate steward by notifying the steward's immediate supervisor by telephone or in person.

**Section 2.** The UNION shall notify the EMPLOYER, in writing, of the names of all UNION officers and stewards, and the EMPLOYER will only be required to recognize those persons names on the latest list so furnished. The EMPLOYER will provide the UNION with an up-to-date list of persons to whom grievances should be submitted. No employee may serve as steward or officer until they have completed their probationary period.

**Section 3.** The EMPLOYER will grant a necessary and reasonable amount of time off, not to exceed 30 minutes, during working hours and with pay for lost time, to UNION stewards and/or UNION officials who must necessarily be present for direct participation in grievance adjustments. Such persons must receive permission for their immediate supervisor to leave their work stations and must report back promptly when their part in the grievance adjustment has been completed. Should an aggrieved employee desire the presence of a steward and/or UNION officer so as to informally discuss an alleged grievance with his/her immediate supervisor, as provided for in Article 7, Section 1, the immediate supervisor shall as promptly as possible, provide for the steward and/or UNION officer to be present.

An employee who takes an unreasonable or unnecessary amount of time in excess of thirty (30) minutes in grievance procedure adjustments, or makes any other use of such time away from his/her work station, shall be subject to disciplinary action. Extensions may be granted as deemed reasonable by either party.

Should it become necessary in investigating a grievance to discuss same in private, the steward may request that a private room be made available for such discussion. Upon such proper request of the Human Resources Director, on the first shift and the Night Supervisor on the second and third shifts, the EMPLOYER shall make available such private room.

**Section 4.** Non-employee representatives of the UNION shall be permitted to enter the EMPLOYER premises for matters in connection with the grievance procedures and administration of this Agreement and special conferences provided that they shall first



give prior notification to the EMPLOYER Administration. If it is necessary for such representative to confer with an employee during their normal working hours, suitable arrangements will be made for replacement so as not to unreasonably disrupt the employment of the employees involved.

**Section 5.** The EMPLOYER will not pay any steward or other UNION representative for time spent on grievance procedure if it does not take place on the EMPLOYER premises, except for arbitration.

**Section 6.** The Bargaining Committee. For the purposes of collective bargaining, neither the EMPLOYER Administration nor the UNION committee shall be represented by more than four (4) persons each, in addition to either the Union's Council or International Representative and the EMPLOYER's Attorney.

**Section 7.** The UNION shall have one (1) seat on the EMPLOYER's Safety Management Committee. This seat shall be filled by appointment of the EMPLOYER's President and CEO, or his/her designate, from among two (2) names submitted by the UNION in accordance with standing committee appointment procedures.

**Section 8.** The UNION shall hold the Employer free and harmless from any claim or any UNION member arising from Article 5.

## **ARTICLE 6** **SPECIAL CONFERENCES**

**Section 1.** Special conferences for important matters, including safety, will be arranged between the Chapter Chairperson and the EMPLOYER or its designated representative, upon the request of either party, but not more often than once per month, unless mutually agreed to by the parties. Such meetings shall be between at least two (2) but not more than three (3) representatives of the UNION and at least two (2) but not more than three (3) representatives of the EMPLOYER. Arrangements for such special conferences shall be made in advance, and a specific agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. The matters taken up in special conference shall be confined to those included in the agenda, except that matters involving safety may be discussed without being on the agenda. Such conferences shall not exceed two (2) hours in duration, and shall be held at mutually agreed upon times. The members of the UNION shall not lose time or pay for time spent in such special conferences. This meeting may be attended by the representative of the Council and/or a representative of the International UNION, and an outside representative of the EMPLOYER, if desired.

**Section 2.** The UNION representative may meet at a place designated by the EMPLOYER on the EMPLOYER's property for at least one-half (1/2) hour immediately

preceding the conference described in Section 1. above.

## **ARTICLE 7** **GRIEVANCE PROCEDURE**

**Section I.** A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement, or applicable State or Federal labor employment statute. The following steps describe the grievance procedure, and all grievances must be signed by the grievant.

**Step 1. Verbal Step.** Any employee having a grievance, one (1) designated member of a group of employees having a common grievance, or a steward on behalf of the UNION, shall discuss the matter with the immediate supervisor within seven (7) days from the date of the incident or the grievant discovers the harm. The employees shall have the right to have the steward present during discussion. The steward shall be permitted to discuss the grievance with the employee involved and to investigate the matter if necessary, in order to establish the facts before taking up the matter with the supervisor. The supervisor, the employee and the steward will attempt to adjust the grievance at this point. The supervisor has seven (7) working days to answer in writing.

**Step 2. Written Step.** If the grievance is not resolved through Step 1, the grievance may be submitted in writing by the steward and/or grieved employee to the next level supervisor within seven (7) working days. The next level supervisor shall respond in writing within seven (7) working days.

**Step 3. Written Step/Department Head.** If the grievance is not settled in Step 2, the UNION shall request a meeting within seven (7) working days with the department head or his/her designate. The meeting shall be held not later than seven (7) working days following the request. At such time, the steward, the employee, and the department head shall attempt to settle the grievance. The department head or designee shall respond in writing within seven (7) working days.

**Step 4. Written Step/President/CEO.** If the grievance is not settled at Step 3, the UNION may request a meeting within seven (7) working days with the President and CEO or his/her designee and an AFSCME Council 25 representative. The grievant and UNION chairperson may be present at the meeting. The President/CEO or his/her designate shall respond in writing within seven (7) working days and deliver same to the chapter chairperson and grievant.

**Step 5. Arbitration** A grievance which has not been settled in Step 4 may be submitted by the UNION or the EMPLOYER to arbitration before an arbitrator. The EMPLOYER and UNION agree to determine a permanent arbitration panel. Such submission to arbitration shall be made by written notice to the other party no later than thirty (30) working days from the date of the decision given in Step 4.

**Section 2. Rules of arbitration.** The arbitrator shall render his/her decision within thirty (30) days after the submission of all evidence in the matter. The decision of the arbitrator shall be final, binding and conclusive upon all parties.

**Section 3. Arbitration costs and fees.** In the event the UNION shall proceed to arbitration and not prevail, the UNION shall be responsible for all costs and expenses. In the event the UNION prevails, then the UNION and EMPLOYER shall share the costs.

**Section 4. Grievance procedural rules.**

a. Any agreement reached between the EMPLOYER and the UNION under the grievance procedure shall be binding upon the EMPLOYER and the employee specifically affected, and cannot be changed by any individual.

b. Time limits or steps within the grievance and arbitration procedure may be extended or waived by mutual agreement between the EMPLOYER and the UNION.

**Section 5.** A grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer last given to it. A grievance not answered within the time limit provided shall be considered as having been settled in favor of the grievant. Time limits may be extended by mutual agreement, reduced to writing.

**Section 6.** For the purpose of the grievance procedure, a "day" or "working day" shall be deemed to mean Monday through Friday, exclusive of legal holidays recognized by this Contract, and the day on which action is taken shall not be part of any time limit provided.

**Section 7.** Representatives of the UNION will not be allowed access to an employee's personnel file unless the EMPLOYER has received written authorization from the employee.

**Section 8.** All bargaining unit employees participating in formal grievance resolution procedures, i.e., grievance step meetings and arbitration hearings, are required to notify their immediate supervisor of their need to attend scheduled grievance procedure meetings at least forty-eight (48) hours prior to such meeting.

## **ARTICLE 8**

### **DISCHARGE AND DISCIPLINE**

**Section 1. Notice of Discharge and Discipline.** The EMPLOYER agrees promptly upon the discharge or discipline of an employee, to notify in writing if an employee of the

EMPLOYER, the Chapter Chairperson or the steward in the department of the discharge or discipline. Such written notice shall contain specific reasons for discharge or discipline. Prior to the discharge or discipline occurring, the EMPLOYER will make available to the steward, or an officer of the UNION, a private room where they may meet and discuss the matter. A request to have such private room available shall be made of the Human Resources Director on first shift and the night supervisor on second and third shift.

**Section 2.** Employees who are subject to disciplinary action will be provided an opportunity to discuss the action with the steward or officer of the UNION, and the EMPLOYER will make available a private room where they may discuss the matter. A request to have such a private room available shall be made of the Human Resources Director or designee on first shift and of the Nursing Supervisor on second and third shift.

**Section 3. Appeal of Discharge or Discipline.** Should the discharged or disciplined employee or the steward consider the EMPLOYER's actions to be improper under the contract, a grievance may be filed at Step 3 of the grievance procedure for non-discharge disciplinary action cases; or at Step 4 of the grievance procedure for employment discharge cases.

**Section 4.** No violation or infraction by an employee of the EMPLOYER's rules shall be considered by the EMPLOYER in effecting discharge or discipline where the same shall have occurred more than two (2) years prior to the time of the violation or infraction which gives rise to the subject of discharge or discipline; provided, however, in the event of arbitration, the arbitrator may consider the entirety of the employee's work record with the EMPLOYER where the same is relevant to the reasonableness of the discharge or discipline imposed by the EMPLOYER.

## **ARTICLE 9 SENIORITY**

**Section 1. Definition.** An employee covered by this Agreement who has completed the probationary period hereinafter set forth, following their most recent date of hire, and has thereafter continuously worked for the EMPLOYER, except where authorized to be absent according to the terms of this Agreement, shall have seniority as of the most recent date of hire into the classifications represented by this bargaining unit. Seniority shall be applied only as specifically set forth in this Agreement, and such seniority arises from this Agreement and terminates with this Agreement. Seniority rights shall prevail only in cases where the employees involved in the layoff or other exercise of seniority have the ability to perform the work available, with a minimum amount of training, if necessary. If the evaluating of ability, the EMPLOYER may consider training, experience, and work record.

**Section 2. Seniority List.** During the period of their negotiation of this Agreement, the



parties have agreed upon and signed, and each party has retained a copy of the list showing the name, job title and the above defined seniority date of each employee covered thereby. The parties agree that such list is correct as of the date of this Agreement. The EMPLOYER has posted a copy of the list on the bulletin board.

Every ninety (90) days after the date of the initial posting, during the term of this Agreement, the EMPLOYER will post on the bulletin boards, and will furnish sufficient copies to the UNION for distribution to its officers and stewards a seniority list revised up to one (1) week prior to the date of its posting.

It shall be the responsibility of each employee to check each such revised list to notify the EMPLOYER's Human Resources Director, in writing, of any alleged error therein. The employee and the Human Resources Director shall promptly try to settle such question as to the correctness of posted seniority. The Human Resources Director shall promptly, and in writing, notify the UNION's recording secretary of any corrections so made in an employee's seniority. If the question is not settled, the employee may refer it to Step 3 of the grievance procedure. If they do not do so within five (5) working days after their discussion with the Human Resources Director, their seniority shall be deemed to be correct as posted. The EMPLOYER shall be entitled to rely upon the seniority as posted at that time.

**Section 3. Probationary Employees.** An employee shall be considered to be on probation and they shall not be entitled to any seniority until they have completed ninety (90) days worked of regularly scheduled employment after last date of hire. Such probationary days worked shall be accumulated within not more than three hundred sixty (360) calendar days. Unless otherwise specified herein, such probationary employees shall earn but not be entitled to use employee fringe benefits until the completion of their probationary period.

The UNION reserves the right to represent a probationary employee with respect to rates of pay, wages, hours of employment, and other working conditions, but will not question any discharge or discipline of such employee for other than UNION activity.

For all purposes contemplated by this Agreement, a person shall be deemed an "employee" only upon and as of the time that they initially commence to actually render or perform services for the EMPLOYER. For the purposes of this Article, the term "date of hiring" shall mean the time upon or at which a person initially commences to actually render or perform services for the EMPLOYER.

**Section 4. Seniority Status.** Upon an employee's completion of the probationary period, they shall be placed on the seniority list as of the date of their last hire. When more than one (1) employee is hired on the same date, seniority will be determined by the employee's last four (4) digits in their respective Social Security numbers. The lower the number, the higher the employee would appear on the list.

**Section 5. Seniority of Stewards and Union Officers.** Notwithstanding their position on the seniority list, the Unit Chairperson, the Secretary-Treasurer, and the stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their department which they can perform.

**Section 6. Seniority of Employee Transferred from the Bargaining Unit.** An employee promoted or transferred from a job classification in the bargaining unit, either before or after certification of the UNION, to a supervisory position shall retain the seniority they had at the time of such promotion or transfer and shall continue to accumulate seniority while they are in such supervisory position for a period of one (1) year. Such employee shall have the right to return to the bargaining unit and be placed on the job to which their seniority would entitle them if their employment with the EMPLOYER has remained unbroken.

## **ARTICLE 10 LOSS OF SENIORITY**

An employee covered by this Agreement shall cease to have seniority and shall have his/her name removed from the seniority list in the event an employee:

- a. Is discharged and such discharge is not reversed through the grievance procedure;
- b. Quits;
- c. Retires or is retired under any EMPLOYER retirement plan;
- d. Dies;
- e. Is laid off for a period equal to his/her seniority at the time of layoff or for a period of one (1) year, whichever is the shorter period;
- f. Gives a false reason for obtaining a leave of absence;
- g. Takes up other employment during his/her leave of absence, other than UNION business;
- h. Gives a false condition precedent of employment;
- i. Is unable to report to work, the employee must notify the EMPLOYER on a daily basis if necessary, until such time as a definite period of absence in excess of one scheduled shift is reported, and thereafter as necessary to keep the EMPLOYER advised as to the ability to work on any scheduled



work day. Such notification of inability to report for work shall be made at least one (1) hour before the employee's normal starting time for all first shift employees, and two (2) hours before the employee's normal starting time for second and third shift employees. Such report shall be made to the EMPLOYER switchboard. All employees must provide the switchboard with the following information when notifying the EMPLOYER of their inability to report to work;

- name;
- department;
- immediate supervisor;
- starting time;
- telephone number where employee can be contacted;
- reason for not reporting; and
- date of return.

The individual at the switchboard will note the time of the telephone call, his/her name and will also provide the employee with a code number which may be utilized at a later date (no longer than seven (7) calendar days) to verify the call. This information will be kept in duplicate form with one (1) copy thereof being given to the employee's immediate supervisor and the other to the EMPLOYER's Human Resources Department.

Except for emergency situations which prevent an employee from calling the EMPLOYER, any violation of this reporting procedure, as well as the giving of an unacceptable reason for being unable to report to work, will constitute an unauthorized leave of absence. The EMPLOYER will notify an employee within seven (7) calendar days if it deems an excuse unacceptable and the absence unauthorized, as well as notifying the employee of his/her failure to report. In the event an employee fails to report on any three (3) separate occasions within one (1) year, or has three (3) unexcused absences within one (1) year, said employee will lose all seniority.

- j. Is absent from work, without permission for three (3) successive work day ("Successive work days" being understood to include work days surrounding a period of scheduled time off, but not to include the period of such time off itself.) If the employee's absence is due to illness or injury or other reason beyond the employee's control, the employee shall retain his/her seniority if he/she has notified the EMPLOYER's Human Resources Director, or the nursing supervisor, by telephone or telegraph, or receipted mail, received prior to the expiration of his/her third successive day of absence from work.

It is recognized that the EMPLOYER may require substantiating the reason given by the employee. If it is not substantiated promptly upon request of the Human Resources Department, the EMPLOYER may determine that the employee's loss of seniority shall stand and the employee may appeal the EMPLOYER's determination to the grievance procedure, beginning at Step 4.

- k. Has been guilty of abuse of absenteeism or tardiness violation of the leave of absence provision of this contract.
- l. Fails to return from a leave of absence on the first scheduled work day following the date of expiration of leave unless the employee is prevented from returning because of an emergency and has so notified the EMPLOYER at their first opportunity.

## **ARTICLE 11**

### **APPLICATION OF SENIORITY**

For the purpose of this section, seniority shall be defined as the employee's date of hire at HealthSource Saginaw in a position covered by this Agreement. Seniority may be exercised only after completing the probationary period and in the following situations, or as otherwise described in this Agreement.

**Section 1. Temporary Transfers.** A temporary transfer occurs when an employee is transferred from his/her own classification to another classification, or within his/her classification to another shift, for a period not to exceed fifteen (15) consecutive workdays. The most junior qualified employee shall be selected for a transfer unless a more senior qualified employee promptly requests the transfer. An employee who believes he/she has been temporarily transferred too often may raise the matter in the grievance procedure beginning at Step 2.

Employees temporarily transferred

- 1. to a lower paying job, shall receive their regular rate of pay;
- 2. to a higher paying job, shall receive the rate of the higher job for such shift if they have performed more than one-half (1/2) thereof in such higher classification;
- 3. away from a premium paying shift, shall retain the premium pay.

## Section 2. Permanent Transfers/Job Bidding.

a. Permanent transfers occur when an employee bids to fill a posted vacancy. The EMPLOYER shall post for five (5) consecutive work days on the recognized bulletin board jobs which have been filled for fifteen (15) consecutive work days by temporary transfer and any vacancy in a permanent job covered by this Agreement.

An employee desiring to fill a posted job vacancy shall sign the posting. An employee who would be off from work for any reason, at a time when said employee thinks that posting of a job in which they may be interested might be made, shall give written notice of his/her interest to the Human Resources Department. At the end of the posting period, an employee is no longer entitled to bid for that posted position.

b. The EMPLOYER shall exercise final appointing authority for filling vacancies subject to the following conditions and in the following order of preference:

1. Meeting the required knowledge, qualifications, training, and test scores when applicable for the position as specified in the established job description.
2. Attendance records and performance evaluations over the last three (3) years.
3. Lack of disciplinary action within the past two (2) years.
4. Must be able to perform the essential functions of the job either with or without reasonable accommodation.
5. Where the above qualifications are equal, employees with the longest seniority shall be entitled to the trial period provided in subsection c below.

c. Trial Period.

1. The employee who is promoted to the open position shall serve a forty (40) working day trial period to prove he/she is capable of performing the work. At any time during this trial period, the employee may of his/her volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, if the EMPLOYER determines that the employee is unsatisfactory in the new classification, the EMPLOYER shall have the right to return the employee to the former classification from which he/she was promoted without loss of seniority from that lower classification.

2. When an employee is promoted into a new classification, he/she shall

retain seniority status in his/her former classification for the duration of the forty (40) working day trial period. Upon successful completion of the trial period, seniority in the new classification shall accumulate effective the date of the initial promotion into the new classification.

d. If an open job cannot be filled through the methods above provided the EMPLOYER may, at its option, either select or train an employee for the job, or hire in an employee to fill it.

**Section 3. Layoffs and Recalls.** The word "layoff" means a reduction in the working force due to a decrease of work or lack of funds.

If it becomes necessary for a layoff, the following procedures will be mandatory. Probationary employees will be laid off first; and thereafter seniority employees will be laid off according to seniority as defined in this Agreement. In all cases where an employee, through seniority, may choose to replace the most junior employee in another classification, he/she must have the experience and ability to perform such work.

Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The UNION shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the Employees.

When the working force is increased after a layoff, employees will be recalled according to seniority as herein defined. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to notify the EMPLOYER of his/her intention to return to work within three (3) days from date of mailing of notice of recall, and then fails to report for work within seven (7) days, he/she shall be considered a quit.

If a person recalled is not readily available within a twenty-four (24) hour period, the EMPLOYER may call in the next employee in line and he/she shall be given a minimum of five (5) days worked, after which the proper person may report to work. Full-time employees who are in layoff status may, at the employee's option, elect part-time work without affecting his/her full-time recall rights.

## **ARTICLE 12** **REINSTATEMENT OF VETERANS**

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

## **ARTICLE 13** **LEAVES OF ABSENCE**

**Section 1. Eligibility.** Any employee who wishes to take a leave of absence must meet the eligibility requirements as outlined in the EMPLOYER's policies regarding leaves of absences. An employee who fails to meet the pre-conditions as set forth in the EMPLOYER's policy regarding leaves of absences shall not be eligible for a leave of absence.

**Section 2. Sick Leave.** A leave of sickness will be granted by the EMPLOYER for a period not to exceed thirty (30) days upon receipt of a doctor's slip, unless the doctor's slip specifically states the amount of time a person must be absent. Seniority, for those who have completed their probationary period, shall accumulate during the first nine (9) months and shall be retained thereafter up to but not in excess of length of seniority. Before returning to work, the employee must submit a doctor's statement indicating that the employee is capable of returning to work.

**Section 3. Public Office Leave.** An employee who is elected or appointed to any public office, the fulfilling of the duties of which necessitate the leave of absence, shall be granted a leave of absence for the term of his/her office, provided that such leave may be granted without violation of any applicable law and provided, in any event, such leave will automatically expire after eight (8) years. Application for such leave shall be made to the Human Resources Department and shall be accompanied by a reasonable authentication of the employee's election or appointment.

**Section 4. Personal and/or Educational Leaves.** Personal or educational leaves of absence without pay for reasons other than specifically provided for elsewhere in this Agreement, but not for the purpose of seeking, or securing work elsewhere, may be granted by the EMPLOYER upon written application therefor. Such leaves will be initially granted for not more than six (6) months. Such leaves may be extended for like causes with the approval of the EMPLOYER. The employee agrees, during such leave, to keep the EMPLOYER informed of any change in his/her status or condition. Other than the accumulation of seniority during such approved leave, no other fringe benefits shall accrue to the employee. Assuming the employee has met the conditions of this Section, he/she may, following the completion of such leave, return to his/her own classification in which he/she was working at the time the leave was taken. If, because of credits



obtained during his/her educational leave, such employee feels he/she is qualified for another classification, he/she may apply therefor and will be given due consideration by the EMPLOYER, based upon its needs in that classification at the time, his/her qualifications and work record.

Personal leaves of absence shall be granted by the EMPLOYER to an employee for the purpose of attending to a sick spouse, child or parent in accordance with the provisions set forth in the above paragraph. Time spent on such leave shall not count toward vacation credits.

The EMPLOYER agrees to comply with the Family and Medical Leave Act of 1993, any State of Michigan acts, and the contract between the parties. Any portion of the above rights of the employees will be enforced to ensure the employee the greatest benefit.

Employees may choose to take this time as unpaid time or may choose to use any PTO. Paid time, unless allowed in other Articles of the contract, will not exceed twelve (12) weeks, as defined in the Act, without approval of the EMPLOYER.

**Section 5. Union Business Leave.** An employee covered by this Agreement who is elected or appointed to a full-time office in the UNION, the fulfillment of the duties of which require a leave of absence, shall be granted a leave of absence for his/her term of office, not to exceed in any event two (2) years. Request for such leave shall be submitted to the Human Resources Department by an Office of the International UNION or of the Council.

Any other UNION business leave of absence shall be granted for the period of service for the UNION, provided, however, that not more than two (2) employees from each department shall be on such leave at any one (1) time, that such leave shall not exceed two (2) calendar weeks in duration, in any one (1) year, and that the leave shall be requested two (2) weeks in advance, if possible, to permit the EMPLOYER adequate time to cover the work of the employee(s) for whom leave is requested. A request for such leave for UNION business shall be in writing, shall be submitted to the Human Resources Department and shall state the general purpose for which such business leave is requested.

With two (2) weeks advance written notice, scheduling arrangements will be made by the EMPLOYER to permit elected UNION officials (i.e., Chapter Chairperson, Vice-Chairperson, Secretary, Treasurer) to attend regularly scheduled monthly Local 933 membership meetings, not to exceed twelve (12) meeting days per year. If such meeting days cannot be granted as regularly scheduled off days, these employees may request and will be granted up to one-half (1/2) of the regularly scheduled work shift as authorized time off without pay to attend the monthly UNION meeting.



Seniority shall be retained and accumulated during the period of the UNION business leave of absence.

**Section 6. Funeral Leave.** In the case of death in the immediate family, the full-time employee will be granted a leave of absence, with pay, at his/her existing hourly rate, for a period of three (3) consecutive scheduled workdays. Immediate family shall include, and be limited to, the employee's father, mother, children, brothers, sisters, husband, wife, parents of spouse, and step-parents.

In the case of death of the employee's grandparents, grandchild, son-in-law or daughter-in-law, the employee will be granted a leave of absence with pay at his/her then existing hourly rate for a period not to exceed one (1) day.

The Chapter Chairperson shall be allowed up to one (1) day with pay at his/her regular hourly rate for the purpose of attending the funeral of an active UNION employee who dies while in service of the EMPLOYER. The intent of this provision is to provide paid time off for the exclusive purpose of attending such funeral, and if the funeral is scheduled so that the Chapter Chairperson would only miss one-half (1/2) of that workday, he/she will be expected to report for work for the other one-half (1/2) of such workday.

Proof of death may be required by the EMPLOYER in the form of newspaper clipping, death certificate or obituary notice. The following conditions must be met to qualify for such funeral leave:

- a. The foregoing shall not apply unless the employee attends the funeral.
- b. Such funeral leave shall not be applicable if the death in the immediate family occurs while the employee is on vacation or on any type of leave.

If the funeral takes place more than five hundred (500) miles from Saginaw and the employee meets all other qualifications herein set forth, the leave may then run for an additional one (1) day period.

Additional time beyond that provided above, caused or needed for the purpose of travel, arranging family affairs, estate problems, etc., may be obtained, without pay, by using the provisions of Section 4 of this Article for Personal Leave.

If any employee is notified of the family member's death while at work, and he/she has worked four (4) hours or more of that shift, if such employee leaves work before the end of the shift, he/she will be paid for the balance thereof and it shall not be charged to the funeral leave. If such employee has worked less than four (4) hours of the shift when

he/she leaves, the employee shall be paid for that day but the full day shall be charged to funeral leave.

**Section 7. Benefits.** During any leave of absence, no fringe benefits shall be paid or accrue to an employee, nor shall seniority accumulate, except as may be otherwise provided for in this Agreement.

**Section 8. PTO.** HealthSource Saginaw established a Paid Time Off Program on August 2, 1992, which includes former vacation hours, sick leave hours, personal day hours and holiday hours. The program will hereafter be referred to as "PTO". PTO will be earned based upon the number of covered hours an employee accrues each pay period. The hours to be covered are defined in Section 9. 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 10.

A maximum number of days can be earned each anniversary year as shown in the chart in Section 10. An employee who works additional hours could accrue PTO at an accelerated rate and could reach his/her maximum accrual level before the anniversary date. An employee's bank may not exceed one hundred fifty percent (150%) of the employee's yearly maximum accrual at the time of the employee's anniversary date. 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 one (1) year of service are covered in Section 12.

**Section 9. Definitions.**

**Covered Hours** -- Covered hours shall be regular hours paid, PTO hours paid, jury duty paid, funeral leave paid, overtime hours paid, banked sick hours, paid leaves of absence and unpaid low census hours. It shall not include unpaid leave of absence or any other unpaid absences.

**Anniversary Year** -- An Anniversary year shall run from the first day of the pay period immediately following an employee's anniversary date to the last day of 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 EMPLOYER for payroll purposes and is based on EMPLOYER pay periods.

**Section 10. Accrual Chart.** See Exhibit "A"

**Section 11. Accrual Levels.** Employees will move to the next higher accrual rate automatically after their fourth (4th) and ninth (9th) anniversary. The higher accrual rate will become effective at the beginning of the next pay period after which the anniversary occurs.

Full-Time hourly employees begin employment with EMPLOYER with twenty-seven (27) days PTO benefits accruable per year of service.

**Section 12. New Employees.** A new employee shall begin to accrue PTO immediately upon hire. However, during his/her initial six (6) months of employment, a new employee may only use earned PTO for holidays as outlined in Article 26.

**Section 13. PTO Payment.** 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 after 6 months of employment. Employees should immediately notify the Payroll Office of any problems or errors. Problems or errors will be corrected retroactively up to thirty (30) days when brought to the attention of the Payroll Office.

**Section 14. Utilization of PTO.** 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 sixteen (16) hours in their PTO bank. The only exception will be if clinical staff are given a low census day by EMPLOYER, they may elect to utilize PTO or not utilize PTO regardless of number of hours in 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 off they requested, EMPLOYER reserves the right not to grant or to cancel the time off requested by the employee.

**Section 15. Prior Approval.** All PTO should be requested as far in advance as possible on the Payroll Information Report Form. PTO must be approved by the employee's supervisor. PTO may be requested and approved in tenths of hours (six [6] minute intervals).

**Section 16. Management Rights.** PTO will be scheduled at the request of the employee whenever possible. However, EMPLOYER retains the right to schedule, reschedule or deny PTO requests at any time during the year in the best interest of

patient care and EMPLOYER operations. EMPLOYER reserves the right to limit the number of consecutive PTO days taken by an employee during prime vacation periods and weekend.

**Section 17. PTO Without Prior Approval.** When an employee is unable to work because of illness or emergency where advanced approval has not been granted by the supervisor, the day will count as an unscheduled absence on the employee's absenteeism record. The employee can request to use PTO for the day, but even if PTO is approved, the day will still count as an absence. These absences will be monitored as specified in Absenteeism Policy #101. Employees may be requested to provide a physician's statement or other documentation even though they receive pay for the day.

**Section 18. PTO Pay-Out.** If an employee applies for PTO and is denied this request because of EMPLOYER operational requirements as noted in Section 16, the employee may apply for a pay-out of excess PTO time at his/her anniversary date. Such pay-out of excess PTO would have to be approved by the appropriate manager and subsequently by the President/CEO.

**Section 19. Dual Rate Employees.** When an employee is routinely scheduled in a bi-level/alternate rate status, the employee will receive PTO pay based on the hourly rate that would have been paid had the employee worked on the day in question.

**Section 20. PTO Payment in Advance.** All employees utilizing one (1) consecutive week or more of PTO may request that they receive the PTO in advance by submitting Form B-18 "Request for Advance Payroll Check" to the Payroll Office at least ten (10) calendar days before the pay day on which the employee wishes to receive the advance PTO pay. An employee may not receive advance PTO pay earlier than one (1) pay day before the start of their PTO.

**Article 21. Full-Time to Part-Time.** At the time an employee transfers from full-time to part-time, he/she will begin to accrue PTO in accordance with the part-time rates shown in the chart in Section 10. The employee will be paid off for all PTO in his/her bank in excess of one hundred percent (100%) of the maximum accrual for an anniversary year for his/her part-time status at the employee's next anniversary date. Employees shall not receive PTO payment until he/she has completed six (6) calendar months of service.

If an employee transfers from either part-time status or full-time status to "on-call" status, all PTO and sick time will be paid to the employee on the pay day following that transfer if employee has completed six (6) calendar months of service.

**Section 22. Part-Time to Full-Time.** At the time an employee transfers from part-time

to full-time, he/she will begin to accrue PTO in accordance with the full-time rates in the chart in Section 9.

**Section 23. Actual Time Off.** Actual time off work must be taken in order to receive compensation for PTO except:

1. As described in Personnel Policy #206 - Holidays;
2. Termination of employment, after six (6) months of service;
3. Death (paid to next of kin);
4. Layoff with more than six (6) months 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 of pay-off PTO at the start of a shorter leave of absence will be considered on an individual basis.
8. Transfer to on-call status.

**Section 23. Termination.** When the EMPLOYER terminates an individual's employment, PTO accrual will cease at the time of that termination. When an employee retires or terminates his/her employment, all PTO accrual will cease on the last day worked.

Employees terminating EMPLOYER employment within six (6) months of hire are not eligible for payment of accrued PTO benefits.

## **ARTICLE 14** **INSURANCE**

**Section 1. Hospitalization Insurance.** The EMPLOYER will maintain, at its expense, its Blue Cross/Blue Shield Plan (including Master Medical Option-4) for all full-time employees, to include MVF-1 for employees and dependents where applicable. EMPLOYER insurance coverage shall become effective on the first day of the calendar month after the employee has completed thirty (30) days of employment even though he/she may still be in the probationary period.



The EMPLOYER has the option of maintaining an equivalent hospitalization plan, either underwritten by another insurance carrier or self-funded by the EMPLOYER, provided any change from the current blue Cross/Blue Shield plan shall be subject to the consent of the UNION. Such consent will not be arbitrarily withheld.

Eligible employees may elect coverage under the EMPLOYER's group agreements with either HealthPlus of Michigan or Blue Care Network, health maintenance organizations, as an alternative to coverage under the aforementioned hospitalization plan. Where the premium cost of either HealthPlus or Blue Care Network coverage exceeds that of the equivalent blue Cross/Blue Shield coverage, employees will be responsible to pay such excess cost by payroll deduction.

It is agreed and understood by and between the parties hereto that in the event the EMPLOYER is not able to financially fulfill its obligations to pay the above-noted hospitalization insurance and requires changes in non-UNION and exempt employee coverage, the parties agree to reopen this collective bargaining agreement for the sole purpose of reaching an agreement as to hospitalization insurance.

**Section 2. Life Insurance.** The EMPLOYER will maintain in force its life insurance program (face value equal to one (1) year salary), the details of which are explained in the insurance booklet which is incorporated herein by reference.

**Section 3. Paid Hospitalization Insurance for Retirees.** Effective July 1, 1973, fully vested, non-deferred retirees under the EMPLOYER's pension plan shall remain eligible for EMPLOYER paid healthcare insurance, including spouse and eligible dependent coverage. Retiree hospitalization plan coverage shall be limited to Medicare supplemental benefits once a retiree, retiree's spouse or eligible dependents become entitled to Medicare coverage.

**Section 4. Dental Insurance.** For all eligible employees covered by this Agreement who elect to be covered thereby, the EMPLOYER will pay one hundred percent (100%) of the premium costs for a dental insurance program which includes dependent coverage where applicable. Employees will be eligible for said dental insurance coverage following one (1) year of continuous full-time employment with the EMPLOYER.

Said dental insurance plan will provide for one hundred percent (100%) preventative, 90-10 restorative, with a maximum of seven hundred fifty dollars (\$750) and no duplication of benefits. The full details of such plan are set forth in an insurance booklet which is incorporated herein by reference.

**Section 5.** For all employees who are eligible and are covered under the provisions of this Article, the EMPLOYER will continue premium payments for hospitalization, life, and



dental insurance where applicable, as follows:

- a. Layoff - through end of premium period month in which layoff occurs.
- b. Sick Leave - employees with less than one (1) year seniority, through end of premium month in which leave occurs plus one (1) additional month; one (1) but less than (2) years of seniority, through end of premium period month in which leave occurs plus four (4) additional months; two (2) years or more of seniority, through end of premium period month in which leave occurs plus six (6) additional months.
- c. Workers' Compensation Leave - employees with less than one (1) year seniority, through end of premium period month in which leave occurs plus two (2) additional months; one (1) but less than two (2) years seniority, through end of premium month in which leave occurs plus six (6) additional months; two (2) years or more seniority, through end of premium month in which leave occurs plus eight (8) additional months.

**Section 6.** When an employee returns from layoff or leave of absence, and his/her insurance coverage has ceased, he/she shall be covered beginning with the first monthly premium period following his/her return to work.

**Section 7.** Employees with seniority may make arrangements with the EMPLOYER for continuation of insurance coverage by making their own payments of premium directly to the EMPLOYER, to the extent this practice is permitted by the group insurance.

## **ARTICLE 15** **UNION BULLETIN BOARD**

The EMPLOYER will provide a suitable bulletin board that may be used by the employees for posting notices of the following types:

- a. Notices of recreational and social events;
- b. Notices of elections;
- c. Notices of results of elections; and
- d. Notices of meetings.

Any other form of notices which the UNION desires to post must be submitted for approval first to the EMPLOYER's Human Resources Director.

A second bulletin board shall be placed in the Rehabilitation Building.

**ARTICLE 16**  
**WAGES**

**Section 1.** The employees employed in the job classifications set forth in the attached Exhibit B shall be paid the wages set forth therein during the term of this Agreement. Said Exhibit B reflects the increases granted, and to be granted, during negotiations for this contract.

**Section 2. Rates for New Jobs.** When a new job is placed in a unit and cannot be properly placed in an existing classification, the EMPLOYER will notify the UNION prior to establishing the rate for same. In the event the UNION does not agree that the rate is proper, it shall be subject to negotiation. Until the new rate is negotiated or decided upon, the EMPLOYER may fill the classification on an interim basis.

**Section 3.** When an employee goes from one (1) classification to another by virtue of promotion, job bidding or exercise of seniority, the employee will always hold his/her own rate and be given credit on the new job for EMPLOYER length of service on the progression schedule.

**ARTICLE 17**  
**JURY DUTY**

The EMPLOYER will grant jury duty pay as follows: To a maximum of four (4) weeks per employee per year, the EMPLOYER will pay the difference between the employee's pay for jury duty and his/her earnings for a regular straight time eight (8) hour day for each day actually spent in jury duty. If, when an employee reports for the jury panel, he/she is not elected for duty that day, the employee shall return to work as promptly as possible and only that portion of the day missed will be supplemented by the EMPLOYER. Only the time missed from work and for which pay is supplemented will be charged against the employee's four (4) week per year allowance. A first shift employee will be required to report back to work only if he/she is capable of returning to perform one-half (1/2) of his/her shift. In order to receive jury duty pay, the first shift employee will be required to present to the EMPLOYER, verification from the Court of his/her time of dismissal. A second or third shift employee who serves more than four (4) hours in one day on jury duty shall not be required to report for work the shift immediately following the day of such duty and shall receive the jury pay supplement provided for in this Article.

**ARTICLE 18**  
**DISTRIBUTION OF OVERTIME**

**Section 1.** The UNION and the EMPLOYER jointly recognize that the care and welfare of the EMPLOYER's patients require service on a seven (7) days per week, twenty-four (24) hours per day basis. Within this requirement, the EMPLOYER will seek to maintain work schedules that simultaneously recognize this responsibility as well as void excessive demands upon employee stamina and avoid overtime work whenever possible.

**Section 2.** When overtime work is unavoidable, it shall be distributed as equally as practicable among employees who are properly classified and normally perform the work available.

Employees who are offered the opportunity to work overtime, but who do not choose to work, shall be credited with such overtime hours for equitable distribution purposes.

**Section 3.** In an instance when EMPLOYER management exhausts all reasonable alternatives to either avoid scheduling work on an overtime basis, or meet overtime work demands under Section 2 of this Article, overtime work shall be assigned to the least senior employee properly classified to perform the overtime work. Such assigned overtime is a last resort, and shall not be scheduled by management on an arbitrary or capricious basis. An employee who refuses to work such assigned overtime shall be subject to disciplinary action unless specifically excused in writing by the employee's department head.

**Section 4.** If more employees are needed for overtime work than are available in the affected department or classification, the EMPLOYER can use other employees for such work not inconsistent with the terms of this agreement.

## **ARTICLE 19**

### **UTILIZATION OF ON-CALL PERSONNEL**

On-call employees will work positions only after regular part-time employees decline the assignments, provided, however, that nothing herein shall be construed to require the EMPLOYER to pay overtime. All extra pre-scheduled full shifts will be offered to the most senior part-time employee first. Should the available additional hours cause the employee's total work hours to create overtime, the EMPLOYER shall not be required to offer extra hours to those regularly scheduled part-time employees.

**PROCEDURE.** The EMPLOYER shall maintain a list of employees who have voluntarily agreed to work extra hours. A regularly scheduled part-time employee who wishes to be on the list, must notify the EMPLOYER of the same in writing. Once an employee is on the list, he/she can request to have his/her name withdrawn.

Lists shall be posted in the staff room and the nursing office. The EMPLOYER shall notify individuals on the list of their need as early as possible. An employee who refuses or is otherwise unavailable on a continual basis shall have his/her name stricken from the

list.

The EMPLOYER shall not be required to equalize the calling of employees on the list, nor shall the EMPLOYER be required to equalize hours.

## **ARTICLE 20** **REPORTING PAY AND CALL-IN PAY**

**Section 1. Reporting Pay.** Employees reporting for work at the start of the regular shift when no work is available shall receive two (2) hours pay at their straight regular rate of pay, exclusive of all premiums, unless such employees are notified not to report for work, or volunteer to leave.

**Section 2. Call-In Pay.** Employees called in at other than their regular shift after they have left the premises, shall be granted at least two (2) hours work or two (2) hours pay.

## **ARTICLE 21** **DRUGS AND PRESCRIPTIONS**

Drugs will be available from the EMPLOYER Pharmacy at the EMPLOYER's cost, plus tax, for employees and their immediate families living in the same household.

## **ARTICLE 22** **PENSIONS**

The EMPLOYER will continue in force the Michigan Municipal Employees Retirement System plan - Benefit C-2/B-1. Effective January 1, 1988, total funding of said plan shall be the responsibility of the EMPLOYER.

## **ARTICLE 23** **MANAGEMENT RIGHTS**

**Section 1.** The UNION recognizes that management of operations of the EMPLOYER, and its respective departments, is solely a responsibility of the EMPLOYER and the respective department heads, and that nothing in this Agreement can restrict, interfere with or abridge any rights, powers, authority, duties or representatives conferred or upon or vested in the EMPLOYER, or any of its elected or appointed officials, by the laws, Constitution of the State of Michigan or the United States of America, unless abridged by the terms and conditions of this Agreement.

**Section 2.** In addition to all such rights conferred by law, the EMPLOYER and its

department heads, shall have the right to manage its affairs efficiently and economically including, but not by way of limitation, the rights to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, the schedules of work, the right to purchase work, processes or services of others, the selection procurement, design, engineering and control of tools, equipment and materials, the discontinuance of any services, material or methods of operation, the quantity and quality of service, the right to hire, to suspend, demote or to discharge for just cause, to assign, promote or transfer employees, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications, and prescribe and assign job duties, to adopt, revise and enforce working rules and regulations, unless abridged by the terms and conditions of this agreement.

**Section 3. Subcontracting.** In the operation of the EMPLOYER, should the administration decide to subcontract any of its services, and as a result thereof, employees covered by this Agreement are laid off, the EMPLOYER agrees to absorb such laid off employees, as far as possible, in other areas of the EMPLOYER consistent with such laid off employees seniority, experience and ability.

#### **ARTICLE 24 CONFIDENTIAL INFORMATION**

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

#### **ARTICLE 25 MISCELLANEOUS**

**Section 1. Addresses and Telephone Numbers of Employees.** Each employee covered hereby, whether on or off the active payroll of the EMPLOYER, shall keep the EMPLOYER currently advised of his/her correct mailing address and of his/her telephone number, if any.

In the case of an employee on the EMPLOYER's active payroll, notice of change of



address or telephone number shall be deemed given only if the employee makes the change on the form available in Human Resources Department at the EMPLOYER, and returns such form there, duly completed.

In the case of an employee off the EMPLOYER's active payroll (such as on layoff, leave of absence, vacation, etc.,) notices of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or certified mail in which case they shall address the notice to "Human Resources Department, HealthSource Saginaw, 3340 Hospital Road, Saginaw, MI 48603."

**Section 2. Anti-Discrimination.** The EMPLOYER and the UNION agree that all provisions of this Agreement shall be applied to all employees covered hereby, without regard to race, creed, ethnic origin, marital status, sex, religion, age, or irrelevant occupational handicap.

**Section 3. Effect of Agreement.** This Agreement supersedes any past practice or previous agreement, verbal or written between any of the parties hereto, or between any of them and any employee(s) covered hereby, which is in conflict with this Agreement.

**Section 4. Effect of Invalidity of Provision of this Agreement.** If any provision of this Agreement be held invalid under existing or future legislation, State or Federal, the remainder of this Agreement shall not be affected thereby.

**Section 5. Pronouns. Use of.** Wherever herein references is made to the male pronouns (he, him, his, etc.) it is intended and it shall be deemed to include reference to the equivalent female pronoun (she, her, hers, etc.)

**Section 6. Strikes. Work Interruptions.** The UNION agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the EMPLOYER for the duration of the Agreement. Any violation of this section by the UNION may be made the subject of (A) disciplinary action or discharge, as to employee; and/or (B) the exercise of any legal right or remedy as against the UNION, and/or (C) cancellation of this Agreement.

**Section 7. Volunteer Service Organizations and Workers.** The UNION recognizes that volunteer organizations and workers perform services in the EMPLOYER which are a valuable and necessary contribution to the welfare of patients and of the operation of the EMPLOYER, and that such services in no way interfere or conflict with the duties or privileges or employment of employees. The EMPLOYER shall continue to have the right to use all services of such nature and neither the UNION nor employees shall interfere in any way with the activities or duties of any such volunteer organizations or workers.

**Section 8. Physical Examinations.** On an annual basis following initial employment, employees will be required to submit to a tuberculin skin test. The EMPLOYER may, at



its option, require additional medical examinations or testing procedures on an annual basis or at other designed intervals. On a case-by-case basis, employees may be required to undergo physical examinations by a physician designed by the EMPLOYER, including related diagnostic medical and treatment procedures, in order to determine work-related medical fitness. When required by the EMPLOYER, the cost of physical examinations or other medical procedures will be borne entirely by the EMPLOYER, unless an employee chooses to fulfill medical requirements using personal rather than EMPLOYER-designated sources of examination, testing or treatment, in which case costs shall be borne by the employee.

**Section 9. Job Descriptions.** The EMPLOYER will furnish the UNION with copies of all current bargaining unit job descriptions and will further provide the UNION with all modifications thereto or new bargaining unit job descriptions as established.

**Section 10. Credit Union Membership.** The EMPLOYER will make available to employees covered under this Agreement, the same choice of credit unions as is available to all other EMPLOYER employees.

**Section 11. Shift Premium.** A shift premium equal to \$.70 per hour shall be paid to all employees working the second and third shifts. This shifts shall be defined as follows:

1st Shift -- A shift commencing between 4:00 a.m. and 11:00 a.m.

2nd Shift -- A shift commencing between 11:00 a.m. and 7:00 p.m.

3rd Shift -- A shift commencing between 7:00 p.m. and 4:00 a.m.

To qualify for the payment of the shift differential an employee working the day shift must work at least four hours in into the next shift to be eligible. Such calculation of the shift differential shall be calculated from the 8th hour.

**Section 12. Charge Premium.** A charge premium equal to \$.55 per hour shall be paid to all employees designated as charge.

## **ARTICLE 26**

### **HOLIDAYS/HOLIDAY PREMIUM**

The EMPLOYER recognizes the following designated holidays:

New Year's Day  
Good Friday  
Memorial Day  
Christmas Day

Independence Day  
Labor Day  
Thanksgiving Day

**Section 1. Scheduling.**

a. Employees will be scheduled to work or be off work on the above holidays based on EMPLOYER needs and departmental policies on holiday scheduling.

b. All staff in positions requiring holiday scheduling shall be scheduled to work an equitable share of holiday shifts; and may likewise expect to be scheduled off an equitable share of designated holidays.

c. For third shift, employees only, shifts beginning on the eves of the Christmas and New Year's holidays will be considered the designated holiday for scheduling and premium pay purposes.

d. The EMPLOYER's recognition day for any designated holiday shall be the traditional celebration date unless another day/date has been designated by federal congressional legislature.

e. Employees who are scheduled to work the actual holiday or 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 and will not receive PTO for the holiday. This rule will only be waived if the employee presents an acceptable physician's statement for his/her time off. For the purposes of this subsection, 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, GTO, or PTO scheduled and approved in advance.

**Section 2. Payment.** All employees who work on a designated holiday shall receive premium pay computed at one and one-half (1 1/2) 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 overtime.

If any of the designated holidays fall on Sunday and is legally celebrated on Monday, Monday shall be considered the holiday. If any of the above designated holidays fall on Saturday, Friday shall be considered the holiday.

Full-time employees in departments not regularly scheduled to work on holidays will have PTO automatically deducted from their PTO bank (if available in their bank) to cover their holiday hours of regularly scheduled work.

Temporary or seasonal employees will not receive premium pay for working a designated holiday. Employees may use PTO for a holiday without regard to the six (6) month waiting period provided in Article #13, Section 12.

**ARTICLE 27**  
**VACATIONS**

**Section 1.** Vacations will be paid as Paid Time Off (PTO). See Article 13.

**Section 2. Vacation Scheduling.** Department heads have the responsibility to continuously assure adequate staff coverage and, therefore, must approve all requests for paid time off. While all reasonable efforts will be made to accommodate your preference for PTO scheduling, fluctuations in department staff, work loads or patient census may sometimes make it impossible for you to be granted your first choice of PTO. You can minimize the chances of this occurring by requesting PTO as far in advance as possible.

The need for detailed PTO request and scheduling guidelines may vary depending upon the size of your department and the relative need to schedule other staff to fill-in during your PTO. Application of the following request/scheduling guidelines, therefore, may vary from department to department. You will be advised by your supervisor as to which apply to you.

PTO REQUESTS FOR MAY 1 - DECEMBER 31. PTO requests for the period of May 1 - December 31 of any year, reduced to writing and submitted to a supervisor after January 1 and prior to April 15 of the same year, will be granted based on total EMPLOYER length of service, with more senior employees granted preference over less senior employees.

PTO REQUESTS FOR JANUARY 1 - APRIL 30. PTO requests for other periods of a year, or requested during other periods of a year, provided the request is submitted in writing at least fourteen (14) days prior to the posting of the schedule during which the request falls, will be granted on a "first request -- first granted" basis.

Requests for PTO received within fourteen (14) days prior to the posting of the affected schedule, or after a schedule has been posted, are discouraged and may be denied at the discretion of a department head.

**ARTICLE 28**  
**WORKING HOURS, OVERTIME PAY AND SCHEDULING**

**Section 1. Working Hours**

a. Regular Work Week. The regular work week shall be forty (40) hours. This shall normally be worked in five (5) consecutive days within a period of seven (7).

b. The regular workday shall consist of eight (8) or twelve (12) consecutive hours within a twenty-four (24) hour period except that a one-half (1/2) hour non-paid

scheduled lunch period shall be in addition to such workday and scheduled approximately in the middle of such workday. Such regular workday shall include a ten (10) minute paid break in the first half of such day and a ten (10) minute paid break during the second half of such regular workday, and the exact time and place of such breaks to be scheduled by the employee's immediate supervisor. Such breaks shall not interfere with patient care. Employees shall not be required to perform any work during such lunch period and break except in case of patient emergencies.

c. The normal paid hours per work shift shall be eight (8) or twelve (12) hours.

d. The foregoing provisions are intended to indicate the usual hours of work and shall not be construed as a guarantee of hours worked.

**Section 2. Overtime.** The EMPLOYER will make every endeavor to insure that an employee is called upon to work no more than his/her daily or weekly schedule of hours. However, if an employee, whether full-time or part-time, works beyond eight (8) hours in a twenty-four (24) hour period, he/she shall be paid at the rate of time and one-half (1 1/2) unless said employee is regularly scheduled to work more than eight (8) hours. In such cases, an employee will receive overtime for all hours worked over eighty (80) hours in a two-week period, but shall not receive both daily overtime and weekly overtime for the same hours worked. If any of the recognized holidays under this Agreement fall within said pay period, and the employee is eligible for said holiday, the holiday will count as hours worked for purposes of computing overtime, provided such holiday is actually worked by the employee.

**Section 3. Scheduling.** The regularly scheduled work week shall be those designated in the advance scheduling chart worked out by departments and because of EMPLOYER operations shall necessarily be staggered as fairly as possible, considering EMPLOYER operations and patient care. The EMPLOYER shall plan and post work schedules reasonably in advance of the days covered by the schedule. The schedule shall be subject to change after it is posted as would be required by circumstances beyond the EMPLOYER's control. The EMPLOYER and the UNION will continue to work on a scheduling plan which will provide all employees hired to work more than eight (8) hours per week with every other weekend off. Plans will be worked out in the individual departments, providing alternate weekend scheduling. The UNION and its representatives will continue to assist EMPLOYER supervision with the implementation of this plan.

The EMPLOYER may use the various wage and hour options available to it for overtime purposes; however, employees may not be scheduled more than five (5) consecutive days without at least one (1) day off unless mutually agreed otherwise between the employee and the EMPLOYER.

**ARTICLE 29**  
**REGULAR PART-TIME EMPLOYEES**

Regular part-time employees are those who regularly and normally work a minimum of twenty (20) hours per week.

**ARTICLE 30**  
**TUITION**

Employees covered by this Agreement shall be eligible to participate upon the same terms and conditions in the same Tuition Reimbursement Plan available to all other EMPLOYER employees.

**ARTICLE 31**  
**WAIVER**

The parties 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 EMPLOYER and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waive the right 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, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time of negotiation of this Agreement.

**ARTICLE 32**  
**SUCCESSOR PARTIES**

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



**ARTICLE 33**  
**EFFECTIVE DATE AND DURATION OF THIS AGREEMENT**

**Section 1.** Except as provided otherwise, all terms and conditions of this Contract are effective January 1, 1996, and shall remain in full force and effect until midnight, December 31, 1998, and for successive annual periods thereafter, unless, at least sixty (60) days prior to the end of its original term, or of any annual period thereafter, either party shall serve upon the other, written notice that it desires termination, a revision, modification, change or amendment of this Agreement. A notice of a desire for termination or revision shall have the effect of terminating this Agreement in its entirety at the expiration of or the end of any annual extension, in the same manner as a notice of desire to terminate.

**Section 2.** If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state, county, municipal or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the remaining Articles and Sections shall remain in full force and effect.

AFSCME, Local 933

HealthSource Saginaw

By: Lorraine Grinnel  
Lorraine Grinnel Council #25  
Its: Staff Representative

By: Lester Heyboer, Jr.  
Lester C. Heyboer, Jr.  
Its: President and CEO

By: Maryanne Lopez  
MaryAnne Lopez  
Its: Chapter Chairperson

By: Robert DuCharme  
Robert DuCharme  
Its: Chairperson, Board of Trustees

By: Carol Garnett  
Carol Garnett  
Its: Negotiating Committee Member

By: Marc W. Ahlquist  
Marc W. Ahlquist  
Its: Human Resources Director

By: Barbara J. Landskroener  
Barbara J. Landskroener  
Its: Negotiating Committee Member

EXHIBIT A

PTO will be earned in accordance with the following chart:

A. Full-Time Employees Budgeted for 37.5 or more hours a week.

Length of Service	Hrs. accrued per each covered hour	Max accrual per anniv. yr. based on 2080 hours	Max balance in bank on anniv.
After hire but less than 4th anniversary date .....	.1038	27 days (216 hours)	40.5 days (324 hours)
4th anniversary date but less than 9th anniversary date ..	.1231	32 days (256 hours)	48 days (384 hours)
After 9th anniversary date .....	.1423	37 days (296 hours)	55.5 days (444 hours)

B. Part-Time Employees Budgeted for 32.0 but less than 37.5 hours a week.

Length of Service	Hrs. accrued per each covered hour	Max accrual per anniv. yr. based on 1664 hours	Max balance in bank on anniv.
After hire but less than 4th anniversary date .....	.0998	20.8 days (166 hours)	31.1 days (249 hours)
4th anniversary date but less than 9th anniversary date ..	.1190	24.8 days (198 hours)	37.1 days (297 hours)
After 9th anniversary date .....	.1382	28.8 days (230 hours)	43.1 days (345 hours)

C. Part-Time Employees Budgeted for 18.75 but less than 32.0 hours a week.

Length of Service	Hrs. accrued per each covered hour	Max accrual per anniv. yr. based on 2080 hours	Max balance in bank on anniv.
After hire but less than 4th anniversary date .....	.0385 Earned per pay 1.3 hrs. (HOL)	14 days (80 hours) (32 hours)	21 days (168 hours)
4th anniversary date but less than 9th anniversary date ..	.0577 Earned per pay 1.3 hrs. (HOL)	19 days (120 hours) (32 hours)	28.5 days (228 hours)
After 9th anniversary date .....	.0769 Earned per pay 1.3 hrs. (HOL)	24 days (160 hours) (32 hours)	36 days (288 hours)

**HEALTHSOURCE SAGINAW**  
Saginaw, Michigan

**LICENSED PRACTICAL NURSE**  
**SALARY PROPOSAL**

CURRENT HOURLY WAGE	10/01/95 ADJUSTED RATE	1/01/96 ADJUSTED RATE	6/30/96 ADJUSTED RATE
\$9.61	\$10.50	\$10.50	\$10.50
\$9.98	\$10.50	\$10.50	\$10.50
\$9.99	\$10.50	\$10.50	\$10.50
\$10.04	\$10.50	\$10.50	\$10.50
\$10.20	\$10.50	\$10.50	\$10.50
\$10.33	\$10.60	\$10.76	\$10.92
\$10.43	\$10.60	\$10.76	\$10.92
\$10.45	\$10.60	\$10.76	\$10.92
\$10.50	\$10.50	\$10.50	\$10.50
\$11.08	\$11.19	\$11.36	\$11.53
\$11.17	\$11.28	\$11.45	\$11.62
\$11.36	\$11.47	\$11.64	\$11.81
\$11.48	\$11.59	\$11.77	\$11.94
\$11.63	\$11.74	\$11.92	\$12.09
\$15.45	**	\$11.92	\$12.09

\*\* Rate change pending ratification date of contract.