

6095

5/31/2000

# Bargaining Agreement

between

## HealthSource Saginaw

*and*

## HealthSource Saginaw Plant Operations Employees Unit #005

*HealthSource Saginaw*

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

Term: 6/1/97 - 5/31/2000

# TABLE OF CONTENTS

Article 1 - Recognition .....	1
Section 1 - Employees Covered .....	1
Article 2 - Aid to Other Unions .....	2
Article 3 - Union Security .....	2
Section 1 .....	2
Section 2 .....	2
Section 3 .....	2
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 .....	3
Section 5 .....	3
Article 5 - Union Representation .....	3
Section 1 .....	3
Section 2 .....	3
Section 3 .....	3
Section 4 .....	4
Section 5 .....	4
Section 6 - The Bargaining Committee .....	4
Section 7 .....	4
Section 8 .....	4
Section 9 .....	5
Article 6 - Special Conferences .....	5
Section 1 .....	5
Section 2 .....	5
Article 7 - Grievance Procedure .....	5
Section 1 - .....	5
Step 1 - Verbal Step .....	5
Step 2 - Written Step .....	6
Step 3 - Written Step/Department Head .....	6
Step 4 - Written Step/President/CEO .....	6
Step 5 - Mediation .....	6
Step 6 - Arbitration .....	6
Section 2 - Rules of arbitration .....	7
Section 3 - Arbitration costs and fees .....	7
Section 4 - Grievance procedural rules .....	7
Section 5 .....	7
Section 6 .....	7
Section 7 .....	7
Section 8 .....	7
Article 8 - Discharge and Discipline .....	8

Section 1 - Notice of Discharge and Discipline	8
Section 2	8
Section 3 - Appeal or Discharge or Discipline	8
Section 4	8
Article 9 - Seniority	8
Section 1 - Definition	8
Section 2 - Seniority List	9
Section 3 - Probationary Employees	9
Section 4 - Seniority Status	10
Section 5 - Seniority of Stewards and Union Officers	10
Section 6 - Seniority of Employee Transferred from the Bargaining Unit	10
Article 10 - Loss of Seniority	10
Article 11 - Application of Seniority	12
Section 1 - Temporary Transfers	13
Section 2 - Dual Classification Assignments	13
Section 3 - Permanent Transfers/Job Bidding	13
Section 4 - Layoffs and Recalls	14
Article 12 - Reinstatement of Veterans	15
Article 13 - Leaves of Absence	15
Section 1 - Sick Leave	15
Section 2 - Public Office Leave	15
Section 3 - Personal and/or Educational Leaves	16
Section 4 - Union Business Leave	16
Section 5 - Funeral Leave	17
Section 6 - Benefits	18
Article 14 - Insurance	18
Section 1 - Hospitalization Insurance	18
Section 2 - Life Insurance	19
Section 3 - Sickness and Accident Insurance	19
Section 4 - Paid Hospitalization Insurance for Retirees	19
Section 5 - Dental Insurance	19
Section 6	20
Section 7	20
Section 8	20
Article 15 - Union Bulletin Board	20
Article 16 - Wages	21
Section 1	21
Section 2 - Rates for New Jobs	21
Section 3	21
Article 17 - Jury Duty	22
Article 18 - Distribution of Overtime	22
Section 1	22
Section 2	22
Section 3	22
Section 4	23

Article 19 - Successor Clause . . . . .	23
Article 20 - Emergency Call-In Pay . . . . .	23
Article 21 - Uniforms . . . . .	23
Article 22 - Drugs and Prescriptions . . . . .	23
Article 23 - Pensions . . . . .	23
Article 24 - Management Rights . . . . .	24
Section 1 . . . . .	24
Section 2 . . . . .	24
Section 3 - Subcontracting . . . . .	24
Article 25 - Confidential Information . . . . .	24
Article 26 - Miscellaneous . . . . .	25
Section 1 - Addresses and Telephone Numbers of Employees . . . . .	25
Section 2 - Anti-Discrimination . . . . .	25
Section 3 - Effect of Agreement . . . . .	25
Section 4 - Effect of Invalidity of Provision of this Agreement . . . . .	25
Section 5 - Pronouns, Use of . . . . .	26
Section 6 - Strikes, Work Interruptions . . . . .	26
Section 7 - Volunteer Service Organizations and Workers . . . . .	26
Section 8 - Physical Examinations . . . . .	26
Section 9 - Job Descriptions . . . . .	26
Section 10 - Credit Union Membership . . . . .	26
Section 11 - Anti-Displacement . . . . .	27
Article 27 - Notice of Termination of Employment . . . . .	27
Article 28 - Holidays . . . . .	27
Section 1 . . . . .	29
Section 2 . . . . .	29
Section 3 . . . . .	29
Section 4 . . . . .	29
Section 5 . . . . .	29
Section 6 . . . . .	29
Section 7 . . . . .	29
Section 8 . . . . .	29
Article 29 - Vacations . . . . .	29
Section 1 - Eligibility and Allowances . . . . .	29
Section 2 - Scheduling . . . . .	31
Article 30 - Working Hours, Overtime Pay and Scheduling . . . . .	32
Section 1 - Working Hours . . . . .	32
Section 2 - Overtime . . . . .	32
Section 3 - Scheduling . . . . .	32
Article 31 - Tuition . . . . .	33
Article 32 - Maintenance Tools . . . . .	33
Article 33 - Waiver . . . . .	33
Article 34 - Effective Date and Duration of this Agreement . . . . .	33
Section 1 . . . . .	33
Section 2 . . . . .	34

**ARTICLE 1**  
**RECOGNITION**

**Section I. 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 full-time maintenance personnel.

With respect to the seasonally employed students, it is agreed that they will not exceed thirty (30) in number during any one (1) year and that the period of their employment will be confined to those months during the year when schools, colleges and universities are normally not in session. However, in no case will the period of employment of these seasonally employed students exceed ninety (90) days. The EMPLOYER will furnish the UNION with a list of all seasonally employed students within the bargaining unit as they are hired.

It is understood that the provisions of this Agreement do not apply to such students.

**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 the time, shall be required, as a condition of continued employment, to continue membership in the UNION or pay a service fee to the UNION equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

**Section 2.** Except for those employees who have never joined the UNION since the date of the first contract between EMPLOYER and the UNION (dated June 1, 1997), employees covered by this Agreement shall be required, as a condition of continued employment, to become members of the UNION or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

**Section 3.** 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 thirtieth (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 Authorizations 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 the 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 plus one alternate steward\*.

\* No aspect of Article 9, Section 5 will apply to alternate steward.

**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 named 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, 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 from 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 their 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 grievance procedure adjustments, or makes any other use of such time away from their work station, shall be subject to disciplinary action.

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 procedure 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 five (5) persons each, with two (2) alternates also identified, in addition to either the Union's Council or International Representative and the EMPLOYER's Attorney.

**Section 7.** The union president (or his designated representative) will be scheduled for up to one-half (1/2) hour to meet with all newly hired employees in bargaining unit positions during the scheduled EMPLOYER general orientation session.

**Section 8.** The UNION shall have one seat on the EMPLOYER'S Safety Management Committee. This seat shall be filled by appointment of the EMPLOYER'S



President and CEO, or their designate, from among two (2) names submitted by the UNION in accordance with standing committee appointment procedures.

**Section 9.** The UNION shall hold the EMPLOYER free and harmless from any claim of 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 Chair 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. The meeting may be attended by the representative or 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 1.** 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 ten (10) 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 ten (10) 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 ten (10) working days. The next level supervisor shall respond in writing within ten (10) working days.

**Step 3. Written Step/Department Head.** If the grievance is not settled in Step 2, the UNION shall request a meeting within ten (10) working days with the department head or his/her designate. The meeting shall be held not later than ten (10) 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 ten (10) working days.

**Step 4. Written Step/President/CEO.** If the grievance is not settled at Step 3, the UNION may request a meeting within ten (10) 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 ten (10) working days and deliver same to the chapter chairperson and grievant. The step six (6) process shall be followed prior to step 5 Mediation, notice within 30 days and selection of an Arbitrator to expedite the process.

**Step 5. Mediation.** A grievance that has not been settled in Step 4 will be submitted to mediation by the mutual consent of both the UNION and the EMPLOYER. This mediation shall be considered an attempt to provide reconciliation to the matter prior to moving to Arbitration (Step 6). This mediation shall be non-binding and the cost of such mediation shall be split equally between the Local UNION and the EMPLOYER. The parties recognize that state mediators will be assigned. Mediation will be scheduled forty-five days (45 days) prior to arbitration.

**Step 6. 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 selected by the parties from alternately striking the names of a panel of arbitrators provided by the American Arbitration Association. Such admission to arbitration may

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. The EMPLOYER or UNION shall request the American Arbitration Association to submit a panel of at least seven (7) qualified arbitrators. Within ten (10) working days after receipt of a panel, the EMPLOYER or UNION may object to one (1) panel per grievance. Within ten (10) working days after the day the letter from the agency providing the panel is received by the EMPLOYER, the EMPLOYER and UNION will alternately strike names to select the arbitrator.

**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.** An administration fee, if any, and the arbitrator's fee and cost shall be shared equally between the EMPLOYER and the UNION.

**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, reduced to writing.

**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 24 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 the Local President, if an employee of the EMPLOYER, the Chapter Chairperson and 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 to the Human Resources Director on the first shift and the Night Supervisor on the second and third shifts.

**Section 2.**     The discharged or disciplined employee will be allowed to discuss their discharge or discipline with the steward or an officer of the UNION, and the EMPLOYER will make available a private room where they may do so before the discipline is imposed. Upon request, the EMPLOYER or their designated representative will discuss the discharge or discipline with the employee and the steward or the union officer if no steward is available. A request to have such private room available shall be made of the Human Resources Director on the first shift and the Night Supervisor on the second and third shifts.

**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 any 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. The seniority date for those individuals originally employed as seasonal students will be the most recent date said individual becomes employed as a regular full- or part-time employee. 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. In 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 and when an error is found, notify the the EMPLOYER's Human Resources Director. 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 deem 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 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. The probationary period for those individuals originally employed as seasonal students will commence as of the date they are employed as regular full- or part-time employees. 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 be 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 for just cause 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 through the automated call-in system. All employees must provide the automated call-in attendant with following information:
  - employee I.D. number;
  - name;
  - department;
  - immediate supervisor;
  - starting time;
  - telephone number where employee can be contacted;
  - reason for not reporting; and
  - date of return.

The automated call-in system notes the time of the call and all other information. The Switchboard Operator will access the automated call-in system and direct the call-in to the appropriate department/supervisor. Additionally, the Switchboard Operator will commit the call-in information to writing utilizing the Call-In Absence Form (PLY7 revised 4/96). The original form is sent to the Human Resource Department and duplicate copy to

immediate supervisor. The automated call-in system is backed up on computer tape for a period of 99 days.

In situations when the automated call-in system fails employees should contact the Switchboard or Relief Operator to provide call-in information as to assure verification of call-in. 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, to the satisfaction of the Director of Human Resources, 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 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.

**Section 2. Notice of Discharge and Discipline.** The EMPLOYER agrees, promptly upon the discharge or discipline of an employee, to notify in writing the Local President, if an employee of the Hospital, the Chapter Chair and 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 of the first shift and the Night Supervisor on the second and third shifts.

## **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 their own classification to another classification, or within their 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 they has been temporarily transferred too often may raise the matter in the grievance procedure beginning at Step 3.

Employees temporarily transferred

1. to a lower paying job, shall receive their regular rate of pay;
2. to a higher paying job, the employee shall receive the pay rate for the higher job classification, and shift premium while performing those duties for 2 hours or more;
3. away from a premium paying shift, shall retain the premium pay.

**Section 2. Dual Classification Assignments.** Dual classification assignments are positions within a job classification which are routinely filled for relief purposes by other employees from the same department who occupy a different job classification. The pay rate for hours worked in a dual classification assignment shall be the proper step of the pay classification of the position being relieved or the employee's regular classification rate, whichever is greater. Payment of paid-time-off hours, if any, shall be at an employee's actual average base pay rate based upon the average of time worked by the employee in both classifications during the immediately preceding January 1st through June 30th or July 1st through December 31st period.

### Section 3. 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 in the Human Resources Department (or in the department for dual classification assignments) jobs which have been filled for fifteen (15) consecutive workdays by temporary transfer and any vacancy in a permanent job covered by this Agreement. Permanent transfers for job postings shall be in effect no later than twenty-eight (28) calendar days after said posting is awarded.

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 their interest to the EMPLOYER 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 within the bargaining unit and shall utilize the following selection process:

When more than one applicant meets the required general knowledge, qualifications, training, test scores when applicable or any other qualifying criteria set forth and, the applicant can perform the essential functions of the job either with or without reasonable accommodation, the employer will select the most senior employee, entitling them 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 sixty (60) 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 sixty (60) 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.

**Section 4. 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, with the same budgeted hours (i.e., part-time employees could only replace another part-time employee), 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. Sick Leave.** A leave for 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 2. 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 their 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 3. 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 one (1) year. 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, they may, following the completion of such leave, return to their own classification in which they were working at the time the leave was taken. If, because of credits obtained during their educational leave, such employee feels they are 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 accumulated vacation time or personal time. 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 4. 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 their 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 Officer 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 days 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 EMPLOYER'S 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 5. 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 up to and including day of funeral and first scheduled work day following the funeral. 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 3 of this Article for Personal Leave.

If any employee is notified of the family member's death while at work, and they have 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 6. 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.

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

**Section 1**      **Hospitalization Insurance**      The EMPLOYER will maintain, at its expense, its Blue Cross/Blue Shield Plan (including Master Medical Option) for all 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 they 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 make available to employees life insurance with face amount of \$10,000.00. The details are explained in the insurance booklet which is incorporated herein by reference.

**Section 3.**      **Sickness and Accident Insurance.**      The EMPLOYER will maintain in force a sickness and accident insurance program, with a maximum weekly benefit of \$120.00 for the time period of 6/01/97 until 5/31/98. Beginning 6/01/98, and continuing through the remainder of the contract, the EMPLOYER will maintain in force a sickness and accident program with a maximum weekly benefit of \$360.00. The UNION members and the EMPLOYER shall each be responsible for cost sharing, on 50/50 basis, the incurred costs associated with increasing the maximum weekly benefit. Fifty percent (50%) of the premium cost incurred as a result of the \$240 increase will be deducted via payroll deduction from the employee's paycheck on a monthly basis.

The same limitations, however, of benefits as related to earnings, will apply as in the past. The details of such a plan are explained in the insurance booklet which is incorporated herein by reference.

**Section 4. 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.

Employees retiring on or after November 1, 1978, and who meet the retirement conditions set forth above shall have a \$2,000 life insurance policy provided for them by the EMPLOYER.

**Section 5. 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.

Effective November 11, 1986, and with the exception of "major services," 80-20 restorative benefits shall be increased to 90-10 coverage.

**Section 6.** For all employees who are eligible and are covered under the provisions of this Article, the EMPLOYER will continue premium payments for hospitalization, life, sick and accident, 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.

The provisions within the section shall become effective for all employees as of January 1, 1980. Employees employed prior to January 1, 1980 may elect in writing not to be covered thereby and may so elect to have premium payments continued under the above enumerated circumstances for such duration as shall be in the sole and absolute discretion of the President and CEO of the EMPLOYER.

**Section 7.** When an employee returns from layoff or leave of absence, and his/her insurance coverage has ceased, they shall be covered beginning with the first monthly premium period following their return to work.

**Section 8.** 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 insurer.

## **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, or his designee.

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 Appendix A shall be paid the wages set forth therein during the term of this Agreement. Said Appendix A reflects the increases granted, and to be granted, during negotiations for this contract:

Effective 12/14/97	6%
Effective 5/31/98	5%
Effective 5/30/99	3.5%

For any employee to earn the increment on the next step of longevity, only actual days worked or authorized paid time off shall count for purposes of arriving at the said step. Authorized paid time off shall mean vacation, holiday/personal days, jury duty, and funeral leave. Additionally, up to a maximum of twelve (12) sick days per anniversary year shall be credited as "days worked" for wage progression purposes. Employees who volunteer at Management request to reduce their work hours/workdays from the current schedule shall receive credit for the reduced work hours/workdays as time worked for wage progression purposes. For wage progression purposes, a workday shall be defined as any day on which a minimum of three and one-half (3 1/2) hours are worked.

**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 negotiation 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 their 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 avoid 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** **SUCCESSOR CLAUSE**

This agreement shall be binding upon the EMPLOYER's successor, whether such

succession be effective voluntarily or by the operation of law, and in the event of the EMPLOYER's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

**ARTICLE 20**  
**EMERGENCY CALL-IN PAY**

Employees called in at other than their regular shift after they have left the premises shall be granted at least three (3) hours work or three (3) hours pay. Emergency call-in hours will not be utilized as part of previously scheduled work time.

**ARTICLE 21**  
**UNIFORMS**

Employees will furnish and launder their own uniforms in accordance with specifications as to color, style and material laid down by the EMPLOYER. Employees must report to work in clean and presentable uniforms at all times.

**ARTICLE 22**  
**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 23**  
**PENSIONS**

The EMPLOYER will continue in force the Michigan Municipal Employees Retirement System plan - Benefit C-1. Effective November 1, 1989, total funding of said plan shall be the responsibility of the EMPLOYER. Agreement has been made to reopen pension negotiation in the third year of the contract.

**ARTICLE 24**  
**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

**ARTICLE 26**  
**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 their correct mailing address and of their 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 at the Human Resources Department at the EMPLOYER, and returns such form there, duly completed. The EMPLOYER shall give the employee a receipt for their notice of change of address or of telephone number, at the time they turn in such notice.

In the case of an employee off the EMPLOYER's active payroll (such as on layoff, leave of absence, vacation, etc.,) notice 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, Hospital Road, Saginaw, Michigan 48603".

The EMPLOYER shall be entitled to rely on the last address and telephone number furnished by an employee, and shall have no responsibility to the employee for their failure to receive notice which arises from their not following the procedure above.

**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 reference 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 this 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 with the EMPLOYER'S understanding that they will not lock out employees during contractual negotiations, or disputes with the UNION.

**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 to 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 designated intervals. On a case-by-case basis, employees may be required to undergo physical examinations by a physician designated by the EMPLOYER, including related diagnostic 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 it is available to all other EMPLOYER employees.

**Section 11. Anti-Displacement.**

a. The EMPLOYER may not use welfare to work participants in any of its workplaces

so long as any bargaining unit member or former bargaining unit member is on layoff, furlough, or a reduced work schedule.

- b. If the EMPLOYER determines to use welfare to work participants to supplement the existing work force, it agrees to maintain at least the same number of full-time and the same number of part-time employees employed in the bargaining unit prior to using the welfare, food stamps, or other recipients of public assistance in the workplace. The EMPLOYER shall not in any way displace an employee or position, including partial displacement such as a reduction in hours, wages, or employment benefits, nor shall promotional opportunities be limited as a result of the use by the EMPLOYER of a participant in a public assistance program.
- c. The EMPLOYER may not impose a "hiring freeze" or other policy or practice which results in undue delay in filling vacant bargaining unit positions so long as the EMPLOYER elects to use welfare to work participants in any of its workplaces.

## **ARTICLE 27**

### **NOTICE OF TERMINATION OF EMPLOYMENT**

**Section 1.** Except for probationary employees, the EMPLOYER shall give employees covered by this Agreement at least fourteen (14) calendar days notice of termination, or ten (10) days pay in lieu thereof. This notice requirement shall not apply when an employee is discharged for just cause or suspended for just and proper disciplinary reasons.

**Section 2.** Before terminating their employment with the EMPLOYER, employees covered by this Agreement shall give at least seven (7) workdays written notice thereof to the EMPLOYER.

## **ARTICLE 28**

### **HOLIDAYS**

**Section 1.** The following days shall be recognized as paid holidays:

New Year's Day  
Good Friday  
Memorial Day

Independence Day  
Labor Day  
Thanksgiving Day

Christmas Day  
Three (3) Personal Holidays

Employee's Birthday

The employee must take their birthday as a day off during the payroll period in which the birthday falls and they must give at least two (2) weeks prior notice that they intend to take such day. If said birthday falls on a Saturday, the employee may take Friday off, if on a Sunday, they may take Monday off. If the birthday falls on a legal holiday recognized by this contract, the employee shall received another scheduled day off within the pay period in which the birthday falls.

If any of the above holidays fall on Sunday and is legally celebrated on Monday, Monday shall be considered the holiday. If any of the above holidays fall on Saturday, Friday shall be considered the holiday. Employees working on both the day of the holiday and the day it is celebrated (i.e., either a Friday or Monday) shall receive only one (1) holiday pay. Employees working either the day of the holiday or the day it is celebrated shall received holiday pay for the days worked. For third shift employees, the Christmas and New Year's holidays will be recognized on Christmas Eve and New Year's Eve.

The three (3) personal holiday shall be credited to eligible employees on November 1 of each year, and must be used as hereinafter provided during the following twelve (12) months:

- (A) Personal holidays may only be taken on weekends when an employee is scheduled to work, at the sole discretion of the EMPLOYER.
- (B) Two (2) personal holidays may be scheduled during the week upon a two (2) week written request with the employee's supervisor. One (1) of the three (3) personal holidays may be required in writing with a minimum of twenty-four (24) hours notice with the employee's supervisor. If more employees request the same day than adequate staffing requires, those with the most seniority will be allowed to received the holiday. The number permitted to take the holiday will be at the discretion of the supervisor.
- (C) Personal holidays may be scheduled in conjunction with another holiday or vacation, upon a two (2) week written request, with the employee's supervisor. If more employees request the same day than adequate staffing requires, those with the most seniority will be allowed to receive the holiday. The number permitted to take the holiday will be at the discretion of the supervisor.
- (D) In emergency situations, a personal holiday may be granted at the sole discretion of the EMPLOYER.



**Section 2.** Employees who are not scheduled to work on the holidays specified above shall receive as holiday pay, eight (8) hours straight time pay at their regular rate of pay in existence at the time of the holiday.

**Section 3.** Probationary employees shall not be eligible for holiday pay.

**Section 4.** To be eligible for holiday pay, if scheduled to work that day, the employee must report for work unless they are ill and such illness is verified by a doctor's certificate if required by the EMPLOYER. To be eligible for holiday pay if not scheduled to work the holiday, the employee must have worked the full period of their last scheduled workday prior to and of their next scheduled work day following the holiday unless previously excused or unless ill and such illness is substantiated by a doctor's certificate if requested by the EMPLOYER. Such employee shall also be excused from working such day prior to or following the holiday if they have been laid off by the EMPLOYER within a week prior to or following the paid holiday. Except for holidays occurring within thirty (30) days from the commencement of sick leave, no paid holidays will be received by an employee once that employee starts to draw sickness and accident insurance benefits.

**Section 5.** When a holiday falls during an employee's vacation, they shall received such holiday pay provided such an employee worked that last regularly scheduled workday prior to leaving for their scheduled vacation and reports on the first scheduled workday following the regularly scheduled vacation.

**Section 6.** Temporary or seasonably employed staff shall not receive holiday pay.

**Section 7.** As far as possible, the EMPLOYER will attempt to rotate the work on holidays among the various employees within each department. One-half (1/2) of the employees in each department shall be required to work as scheduled on alternate holidays. Additional employees needed on such holidays shall be selected by seniority (within the unit) from full-time personnel not scheduled but willing to work such holiday. If there are not sufficient full-time employees available, the EMPLOYER may use part-time employees.

**Section 8.** Employees shall receive time and one-half (1 1/2) of their regular hourly rate for all hours worked on a designated paid holiday, in addition to the holiday pay itself.

## **ARTICLE 29** **VACATIONS**

**Section 1. Eligibility and Allowances**

- (A) On each anniversary of their date of hire, a regular full-time employee shall be entitled to vacation pay as hereinafter computed. The period to be used in determining vacation pay will be the year immediately preceding such employee's anniversary date of hire.
  
- (B) Every regular full-time employee of the EMPLOYER, with more than six (6) months, but less than four (4) years of continuous services, and who is in the active employ of the EMPLOYER on their anniversary date, shall be entitled to accrue vacation pay at the rate of five-sixth (5/6th) of a workday for each month of continuous service during the previous year, not to exceed an accumulation of ten (10) workdays for such year. Employees with less than six (6) months service shall not be entitled to vacation pay but once completing same, shall be credited with benefits for those months if they meet all other conditions.
  
- (C) A regular full-time employee with four (4) years or more of continuous service on their anniversary date, and who is in the active employ of the EMPLOYER on such date, shall be entitled to accrue vacation pay at the rate of one and one-quarter (1 1/4) workdays for each month of continuous service not to exceed an accumulation of fifteen (15) workdays per calendar year.
  
- (D) A regular full-time employee with nine (9) years or more of continuous service on their anniversary date, and who is in the active employ of the EMPLOYER on such date, shall be entitled to accrue vacation pay at the rate of one and two-thirds (1 2/3) workdays for each month of continuous service not to exceed an accumulation of twenty (20) workdays per calendar year.

The following chart presents the amount of vacation time given or earned during a specific period of time and when that vacation may be taken:

After 6th month of employment	-	5 days
After 1 year of employment	- 1st anniversary date	5 more days
After 2nd year of employment	- 2nd anniversary date	10 days
After 3rd year of employment	- 3rd anniversary date	10 days
After 4th year of employment	- 4th anniversary date	10 days
After 5th year of employment	- 5th anniversary date	15 days
After 6th year of employment	- 6th anniversary date	15 days
Continues through 7th, 8th, and 9th anniversaries		
After 10th year of employment	- 10th anniversary date	20 days

(E) To be considered as a month of continuous service, the employee must not have missed more than four (4) days work that month unless he was absent for any of the following reasons:

- (1) vacation;
- (2) jury duty;
- (3) funeral leave;
- (4) paid holiday; or
- (5) union business.

(F) No vacation leave shall be used during the year in which said leave is being accrued. Employees will be allowed to accrue the equivalent of one and one-half (1 1/2) years vacation, the same to be taken in the subsequent year. Vacation pay and/or leaves are not available to temporary, probationary, seasonal or emergency employees.

(G) The vacation pay shall be based upon the straight time regular rate for such employee prevailing at the time such vacation is taken. Upon termination of employment with proper notice given by the employee, or when terminated by the EMPLOYER, such employee, if they have at least six (6) months of continuous service, as defined in this Article, shall receive accrued vacation pay.

(H) Part-time employees may be eligible for accrual of paid vacation hours on a pro rata basis. If eligible, the following shall apply:

To be considered as a month of continuous service, a regular part-time employee must not have missed more than two (2) days work that month unless they were absent for any of the following reasons:

- (1) vacation;
- (2) jury duty;
- (3) funeral leave;
- (4) paid holiday; or
- (5) union business.

## **Section 2. Scheduling.**

(A) The EMPLOYER will prepare and post a vacation schedule for each department. In choosing time for a vacation, the most senior employee will have first choice; second senior employee, second choice, etc.

- (B) Employees using their seniority must select their vacation time during the month of March each year. The period between April 1 and April 15 shall be used to adjust vacation schedule. Vacations selected after April 15 will be taken at a time which does not conflict with the vacation of another employee regardless of seniority.
- (C) Should an employee become sick and receive sick leave prior to their scheduled vacation time, they then shall be permitted to change their vacation to a subsequent date which will not conflict with vacations scheduled by other employees.

**ARTICLE 30**  
**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 be eight (8) 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 appropriately 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 employees' immediate supervisor. Employees shall not be required to perform any work during such lunch period and break except in case of patient emergencies.

**Section 2. Overtime.** The EMPLOYER will make every endeavor to insure that an employee is called upon to work no more than their daily or weekly schedule of hours. However, if an employee works beyond forty (40) hours in a seven (7) day period (Sunday-Saturday), they shall be paid at the rate of time and one-half (1 1/2) for such hours in excess of forty (40) hours. If any of the recognized holidays under this Agreement or a personal or birthday holiday fall within said pay period, and the employee is eligible for said holiday, the holiday will count as hours worked for purpose of computing overtime.

**Section 3. Scheduling.** The regularly scheduled work week shall be those designated in the advance scheduling chart worked out by department and because

of EMPLOYER operations shall necessarily be staggered as fairly as possible, considering EMPLOYER operations. 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.

### **ARTICLE 31** **TUITION**

Effective November 1, 1983, 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 32** **MAINTENANCE TOOLS**

The EMPLOYER will provide maintenance employees with hand tools and replace them when the broken tool is turned in. Cost of any lost tools will be charged to the employee losing same, and the cost thereof may be deducted from their wages.

### **ARTICLE 33** **WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had 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 34** **EFFECTIVE DATE AND DURATION OF THIS AGREEMENT**

**Section 1.** Except as provided otherwise, all terms and conditions of this contract

are effective June 1, 1997, and shall remain in full force and effect until midnight, May 31, 2000, 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 part of this Agreement, the entire Agreement shall not be invalidated and the remaining Articles and Sections shall remain in full force and effect.

HEALTHSOURCE SAGINAW WAGE CLASSIFICATION AND RATES  
 PLANT OPERATIONS  
 EFFECTIVE DECEMBER 14, 1997

RANGE	START	260		520		780		1300		2600		3900	
		DAYS	WORKED	DAYS	WORKED	DAYS	WORKED	DAYS	WORKED	DAYS	WORKED	DAYS	WORKED
8B	\$7.44	\$8.26	\$9.09	\$9.23	\$9.42	\$9.62	\$9.82						
13B	\$9.96	\$10.17	\$10.24	\$10.36	\$10.54	\$10.75	\$10.92						
15B	\$10.89	\$11.02	\$11.16	\$11.26	\$11.50	\$11.68	\$11.88						
17B	\$11.37	\$11.55	\$11.68	\$11.74	\$11.96	\$12.17	\$12.40						
19B	\$12.11	\$12.29	\$12.41	\$12.48	\$12.72	\$12.90	\$13.12						
21B	\$12.76	\$12.91	\$13.07	\$13.13	\$13.38	\$13.55	\$13.79						

SHIFT PREMIUM: All employees working the second and third shifts shall receive a ten cent (\$.10) per hour shift premium. The various 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 nine (9) hours in the first shift before the shift differential shall be applied. Such calculation of the shift differential shall be calculated from the eighth (8th) hour.

Signing Bonus: \$400 in lieu of Retroactivity effective 12/14/97

HEALTHSOURCE SAGINAW WAGE CLASSIFICATION AND RATES  
 PLANT OPERATIONS  
 EFFECTIVE MAY 31, 1998

RANGE	START	260		520		780		1300		2600		3900	
		DAYS	WORKED	DAYS	WORKED	DAYS	WORKED	DAYS	WORKED	DAYS	WORKED	DAYS	WORKED
8B	\$7.81		\$8.67		\$9.54		\$9.69		\$9.89		\$10.10		\$10.31
13B	\$10.46		\$10.68		\$10.75		\$10.88		\$11.07		\$11.29		\$11.47
15B	\$11.43		\$11.57		\$11.72		\$11.82		\$12.08		\$12.26		\$12.47
17B	\$11.94		\$12.13		\$12.26		\$12.33		\$12.56		\$12.78		\$13.02
19B	\$12.72		\$12.90		\$13.03		\$13.10		\$13.36		\$13.55		\$13.78
21B	\$13.40		\$13.56		\$13.72		\$13.79		\$14.05		\$14.23		\$14.48

SHIFT PREMIUM: All employees working the second and third shifts shall receive a ten cent (\$.10) per hour shift premium. The various 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 nine (9) hours in the first shift before the shift differential shall be applied. Such calculation of the shift differential shall be calculated from the eighth (8th) hour.



HEALTHSOURCE SAGINAW WAGE CLASSIFICATION AND RATES  
 PLANT OPERATIONS  
 EFFECTIVE MAY 30, 1999

RANGE	START	260		520		780		1300		2600		3900	
		DAYS	WORKED	DAYS	WORKED	DAYS	WORKED	DAYS	WORKED	DAYS	WORKED	DAYS	WORKED
8B	\$8.08	\$8.97	\$9.87	\$10.03	\$10.24	\$10.45	\$10.67						
13B	\$10.83	\$11.05	\$11.13	\$11.26	\$11.46	\$11.69	\$11.87						
15B	\$11.83	\$11.97	\$12.13	\$12.23	\$12.50	\$12.69	\$12.91						
17B	\$12.36	\$12.55	\$12.69	\$12.76	\$13.00	\$13.23	\$13.48						
19B	\$13.17	\$13.35	\$13.49	\$13.56	\$13.83	\$14.02	\$14.26						
21B	\$13.87	\$14.03	\$14.20	\$14.27	\$14.54	\$14.73	\$14.99						

SHIFT PREMIUM: All employees working the second and third shifts shall receive a ten cent (\$.10) per hour shift premium. The various 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 nine (9) hours in the first shift before the shift differential shall be applied. Such calculation of the shift differential shall be calculated from the eighth (8th) hour.

APPENDIX B

HEALTHSOURCE SAGINAW WAGE CLASSIFICATION

<u>Wage Grade/Range</u>	<u>Job Classification</u>	
8B	Maintenance I	(Maintenance Helper)
13B	Maintenance II	(Boiler Fireman non-licensed, Building Repairman Helper, Groundskeeper I)
15B	Maintenance III	(Carpenter, Licensed Boiler Fireman, Building Repairman, Painter, Groundskeeper/Custodian)
17B	Maintenance IV	(Boiler Mechanic I, Carpenter/Lock Mechanic)
19B	Maintenance V	(Electrical Building Mechanic, Air Conditioning/Refrigeration Building Mechanic, Boiler Mechanic II, Plumber/Hydronics Technician)
21B	Maintenance VI	(Electrical/Bio-Medical Technician, HVAC/Refrigeration Technician)

AFSCME LOCAL 933

By: Duane Hunt  
Duane Hunt  
Its: Staff Representative

By: Michael Neitzel  
Michael Neitzel  
Its: President, Local 933

By: Jerry Waldie  
Its: Negotiating Committee Member

By: Elyse M. Orscher  
Its: Negotiating Committee Member

HEALTHSOURCE SAGINAW

By: Lester Heyboer, Jr.  
Lester Heyboer, Jr.  
Its: President & C.E.O.

By: Corinne Netzley  
Corinne Netzley  
Its: Director of Human Resources

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