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6/30/2001

AGREEMENT

between

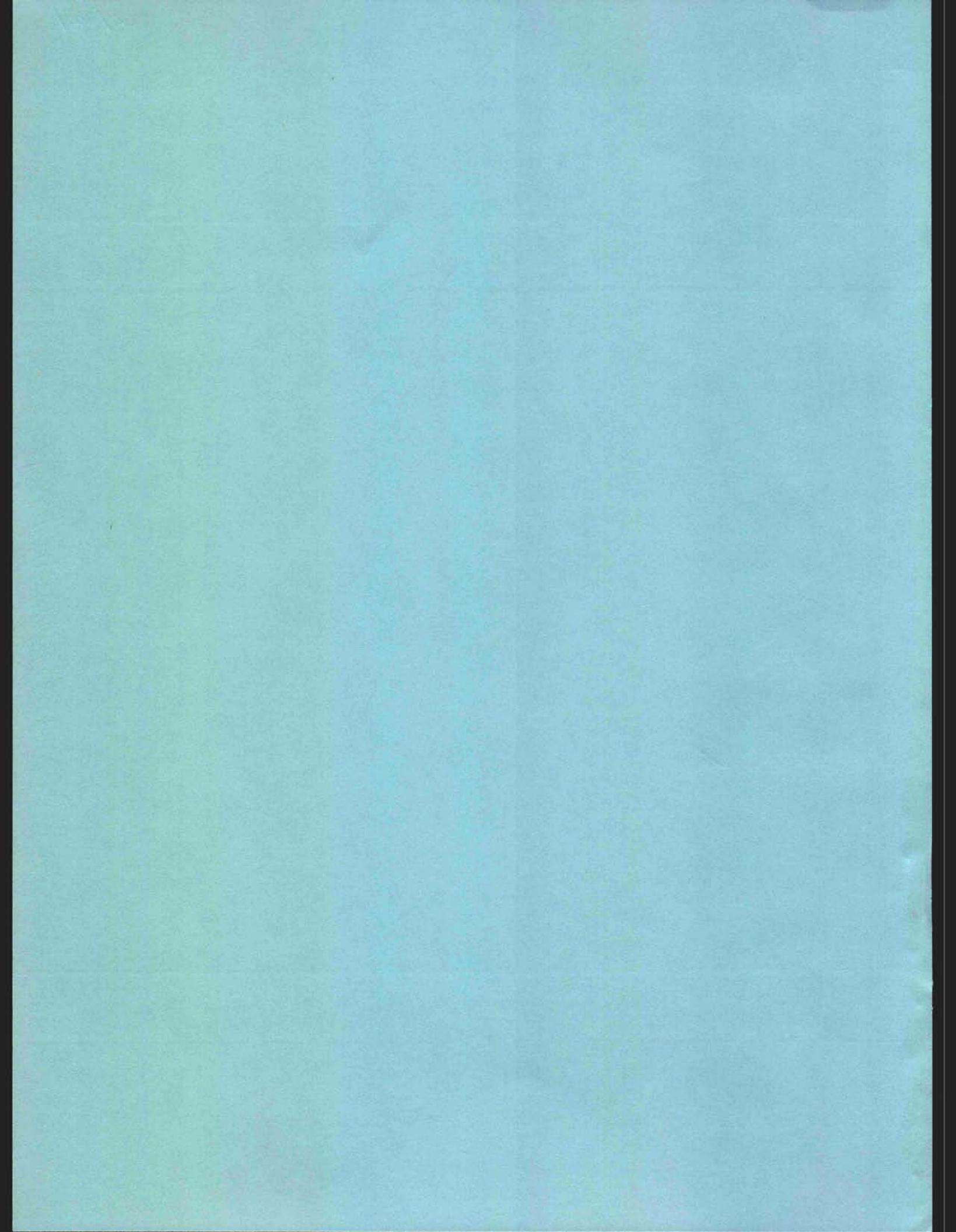
HURLEY MEDICAL CENTER

and

PUBLIC SAFETY OFFICERS LOCAL 814

JULY 1, 1998 / JUNE 30, 2001

*Hurley Medical Center*



## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Preamble . . . . .	1
1. Recognition . . . . .	2
2. Pledge Against Discrimination & Coercion . . . . .	2
3. Management Rights Section . . . . .	3
4. Agency Shop . . . . .	4
5. Payroll Deduction for Organization Dues . . . . .	5
6. Seniority . . . . .	6
7. Layoff & Recall . . . . .	8
8. Departmental Promotions . . . . .	9
9. Visits by Union Reps/Meeting Room . . . . .	11
10. Union Business . . . . .	11
11. Union Bulletin Boards . . . . .	11
12. Union Activities/Employer's Time and Premises . . . . .	12
13. Special Conferences . . . . .	12
14. Union Representation and Grievance Committee . . . . .	13
15. Grievance Procedure . . . . .	15
16. Normal Work Schedule & Overtime . . . . .	18
17. Emergency Call-In . . . . .	22
18. Holidays . . . . .	22
19. Special Holidays . . . . .	23
20. Night Bonus/Weekend Differential . . . . .	24
21. Shift Preference Statement . . . . .	25
22. Personal Leave of Absence . . . . .	26
23. Vacations . . . . .	27
24. Sick Leave . . . . .	30
25. Emergency & Bereavement Leave . . . . .	36
26. Inclement Weather . . . . .	38
27. Maternity Leave . . . . .	38
28. Family Medical Leave . . . . .	39
29. Military Leave . . . . .	39
30. Jury Duty/Civic Duty . . . . .	40
31. Educational Leave . . . . .	40
32. Educational Courses . . . . .	41
33. Liability & Insurance Coverage . . . . .	42
34. Retirement . . . . .	42
35. Hospitalization Insurance . . . . .	44
(Dental)	
(Vision)	
36. Life Insurance . . . . .	50
37. Medical Service . . . . .	51
38. On-the-Job Injury & Comp . . . . .	52



39.	Protective Clothing/Uniforms & Identification . . . . .	53
40.	Full-Time and Part-Time Benefits . . . . .	55
41.	Civil Service . . . . .	59
42.	Promotions/Transfers/Examinations . . . . .	59
43.	Step Advancement . . . . .	60
44.	Veterans Rights . . . . .	60
45.	Compensation Regulations . . . . .	60
46.	Authorized Payroll Deduction . . . . .	62
47.	Supplemental Agreements . . . . .	62
48.	Copies of Contracts . . . . .	62
49.	Savings Clause . . . . .	62
50.	Successorship Clause . . . . .	62
51.	Termination of Agreement . . . . .	63
52.	Withholding of Services . . . . .	63
	Letter of Understanding (Temporary Employees 11/11/98) . . . . .	64
	Settlement Agreement (12/10/93) . . . . .	65
	Settlement Agreement (classification 12-10-93) . . . . .	66
	Settlement Agreement (08/10/94) . . . . .	71
	Settlement Agreement (MLEOTC Training 06/27/96) . . . . .	73
	Settlement Agreement (10/22/96) . . . . .	74
	Settlement Agreement (11/11/98) . . . . .	75
		77



## **PREAMBLE**

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 benefit of the employer, employees, union, and those persons served by the institution.

The parties recognize that the interest of the patient and the job security of the employees depend upon the Employer's success in providing clinical excellence and service to people.

To these ends the employer and the union encourage, to the fullest degree, friendly and cooperative relations between all parties to this agreement and their representatives.

**ARTICLE 1**  
**RECOGNITION**

1. In accordance with Act 336, of The Michigan Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the exclusive representative for all Public Safety Officers, Public Safety Charge Officers and Access Control Officers within the Hurley Medical Center Department of Public Safety, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and all other conditions of employment.

2. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement, except discharged and disciplined employees for reasons other than Union activity.

It is understood and agreed that probationary employees will be provided a union representative when receiving discipline. The function of said representative will be to serve as a witness for the union. Nothing provided herein shall be interpreted in such a way as to indicate that probationary employees will be represented by the union for disciplinary matters, i.e., representation within the grievance procedure, except as noted above, i.e., when disciplined for union activities.

3. 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 in any respect, by any change of the ownership or management of either party hereto or of any separable, independent segment of either party.

**ARTICLE 2**  
**PLEDGE AGAINST DISCRIMINATION AND COERCION**

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without regard to age, sex, sexual orientation, marital status, race, creed, national origin, ethnic group, height, weight, non-disqualifying handicap, religion,

or political affiliation, and the responsibility of ensuring fair and equal application of the provisions of this agreement shall be shared equally by all parties to this agreement.

2. Residency - No employee shall be required to maintain or establish residency as a condition of employment nor shall any person suffer discrimination due to location of his or her residency.

3. Where ever specific gender references are made they shall be construed to include male and female persons.

4. The Employer shall not interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by any representative of the Employer against any employee because of any activity by an employee in an official capacity on behalf of the Union.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS SECTION**

1. The Employer retains the sole right to manage its business; to maintain order and efficiency in all of its operations; to determine the services to be rendered; to hire, discharge, lay off, assign and direct, transfer and promote employees and to determine starting and quitting times; and all other rights and prerogatives, including those normally exercised in the past, providing such shall be done for justifiable and legitimate reasons.

2. The Employer retains the sole right to discipline and discharge employees for cause, provided that in the exercise of this right, it will not act in violation of this agreement. Complaints raised by permanent (non-probationary employees) that the Employer has violated this paragraph may be taken up through the grievance procedure.

3. The right of the Employer to make such reasonable rules and regulations, not in conflict with this agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation and after fourteen (14) days advance notice to the Union President or his/her designee, to require compliance therewith by employees, is recognized. The Union will receive notification of the posting on the same day the new rule is posted in the department.



4. The Union may request a special joint conference meeting during the fourteen (14) day period mentioned above. If agreement is not reached during the special conference, the Union may submit a third step grievance not more than three (3) days after the end of the special conference in order to expedite arbitration as to the reasonableness of the Employer's rule(s) or regulation(s).

5. The right of contracting or subcontracting is vested in the Medical Center. The right to contract or subcontract shall not be used for the purpose of undermining the Union or displacing any member of the Union. The Union shall be advised of the nature, scope, and reasons (equipment, manpower, etc.) why the employer is contracting out the work.

#### **ARTICLE 4**

#### **AGENCY SHOP**

1. Employees not members of the Union, who desire membership in the recognized bargaining agent shall confirm their desire to join for the duration of this agreement by initiating their Union Application Forms. Employees on the payroll as of the date of this agreement will be admitted to Union membership without the payment of an initiation fee.

2. Any employee covered by this agreement who is not a member of the Union who does not make application for membership within thirty (30) days from the effective date of this agreement, or the date of employment, whichever is later, shall as a condition of employment, pay to the Union each month a service fee as a contribution towards the administration of this agreement in an amount equal to the regular monthly Union membership dues of the Union. The employee shall continue to pay said service fee unless the employee applies for and is accepted as a member of the Union and begins paying dues under Section 1. Such service fee or dues shall be paid on or before the thirty-first (31) day of employment or thirty (30) days after the effective date of this agreement, whichever is later. Employees who fail to comply with this requirement shall be discharged by the Employer within fifteen (15) days after receipt of written notice to the employee from the Union, unless the Medical Center is notified by the Union in writing, within fifteen (15)

days, and provided that the Union shall release the employing department from fulfilling the obligation to discharge if during the fifteen (15) days period following notice to the Employer from the Union, the employee pays the membership dues or service fee retroactive to the due date and confirms the employee's intention to pay the required membership dues or service fee in accordance with this agreement.

3. The Union is to hold the Employer harmless, if as a result of dues or service fee deduction in compliance with this Agreement, any Court, State Board, Commission, or any other authority rules that any employee is entitled to refund of such dues or service fees.

4. Names, addresses, phone numbers, and seniority dates of employees covered by this agreement shall be furnished to the Union by the employer upon request of the Union. The parties agree that both the frequency of such requests from the Union and the response time in providing the requested information by the employer shall be reasonable. Further, the Union shall be notified of the names of persons leaving the bargaining unit.

5. The employer will not aid, promote, or finance any labor groups or organizations which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the union.

## **ARTICLE 5**

### **PAYROLL DEDUCTION FOR ORGANIZATION DUES**

1. The Medical Center agrees to deduct from the salaries of employees, dues and initiation fees or service fees in accordance with the standard payroll deduction form used by the Union, provided that the same form shall be executed by the employee and filed with the Personnel Office of the Medical Center. Failure to execute said form within thirty (30) days after the execution of this agreement, or after the end of one (1) month's employment shall result in the termination of employment in accordance to all provisions of this agreement. The written authorization for Union dues deduction or for service fees deduction shall remain in full force and effect during the period of this agreement.

2. Dues or service fees shall be deducted in twelve (12) monthly installments from the second pay period of the month. Regular deductions shall not be made for an employee who is on leave or lay off or any other reason when such deduction cannot be made from the employee's regular pay. The initiation fee shall be paid in one (1) monthly installment within the first thirty (30) days of employment.

3. In the event of any changes in the dues or initiation fee, the Union shall give thirty (30) days written notification to the Medical Center of the amount which is to be deducted. Such changes shall not exceed two (2) times per calendar year.

4. All dues so deducted shall be sent to the Treasurer of the Union promptly under procedures to be established by the Medical Center.

## **ARTICLE 6**

### **SENIORITY**

1. Seniority is hereby defined as length of continuous employment in the bargaining unit (time with the Medical Center as an ACO, TCO, PSO in the Department of Public Safety and any other time in a classification represented by the union). Newly hired employees of the Medical Center shall be required to serve a probationary period of 1040 hours. The status of the probationary employee as a permanent employee is not approved until he/she has successfully completed the probationary period.

Authorized leaves of absence shall not be considered a break in continuous service. However, seniority credit shall not accrue during leaves of absence without pay except for leaves granted for military service, full-time union representation, sick and accident leave, educational leaves, and leaves granted for Union business.

The probationary period for part-time employees will be defined as follows:

- o PT2 (Less than 30 hours per week) - Twelve calendar months with evaluations at 4, 8 and 12 months.
- o PT3 (30 or more hours per week) - Nine calendar months with evaluations at 3, 6 and 9 months.



- o Employees who change status during their probationary period will have their probation pro-rated. Example: complete 4 months as PT2 and elevate to PT3 - probation is ten months; 4 months PT2 plus 6 months PT3.

2. Continuous employment shall mean service in the bargaining unit without interruption or break. The following shall not be considered as interruption or break in employment. However, during listed absences seniority will be retained but not accrued:

- a) Leaves of absence without pay, which extend for two weeks or more;
- b) layoff;
- c) suspensions;
- d) Any unauthorized absence for two weeks or longer which does not result in the employee's separation from service;
- e) Permanent promotions or transfers out of the bargaining unit where the employee has accepted and performed in a non-bargaining unit classification.

3. The following shall not be considered as breaks in employment. Seniority shall continue to accrue during such periods of absence. Seniority accrual will be credited only when the employee returns to duty:

- a) Periods covered by Worker's Compensation or duty disability retirement;
- b) Any military leave provided for within this contract and as provided by state and federal law;
- c) Any leave for union business as provided in this agreement;
- d) Educational leaves;

4. Full-time employees who are involuntarily reduced to part-time status because of a reduction in the work force shall continue to accrue seniority as though they were full-time.

5. Employees shall lose all accrued seniority for any of the following reasons:

- 1) Discharge
- 2) Resignation, including:

- a) failure to return to work within a calendar week when recalled from lay-off, on request the return may be extended for an additional week.
- b) failure to return to work within six (6) days of expiration of an approved leave of absence (three (3) months in the case of military leave) unless an extension of the leave has been authorized;
- c) Retirement;
- d) Layoff for more than two (2) years.

## ARTICLE 7

### LAYOFF AND RECALL

A. The Medical Center director shall have the responsibility and authority to determine when and in which classification layoffs will be made.

B. Layoffs or reductions within classification shall be made in reverse order of total accrued bargaining unit seniority.

Recalls within classification shall be made in order of total accrued bargaining unit seniority. Names of employees who are laid off shall be placed on a recall list for the appropriate classification. Names shall remain on the appropriate list for two years from the effective date of the layoff. No new employees may be hired in the department if a recall list exists and in the event of recall, full-time and part-time employees will only be returned to vacant, comparable positions, providing they possess the basic requirements for the vacant position. If the position/classification is a position other than that held prior to being laid off, such employees shall be given a reasonable period of time (usually three (3) months) for on-the-job training and development of specific skills and/or knowledge.

1. If an employees refuses or fails to appear for an interview for a comparable position, either in the same classification as previously employed or another classification in the Public Safety Department, his/her name shall be removed from the recall list and their employment status shall be terminated immediately. It shall be the responsibility of the employee to furnish and maintain a current address and phone number to the employment office of the Medical Center.

2. A comparable position shall be defined to be a position of equal or lower compensation, but provide the same status, amount of hours and benefits, to that which was received prior to the layoff.

C. Notwithstanding their position on the seniority list, the union president and committee persons shall, in the event of a layoff of any type, be continued at work as long as there is a job in the classification which they can perform and shall be recalled to work in the event of a layoff at the first open job in the classification they can perform.

## ARTICLE 8

### DEPARTMENTAL PROMOTIONS

1. Promotional opportunities within the bargaining unit shall be posted for employees who have successfully completed their original probationary period in a classification within the Public Safety Department. Additionally, employees must meet the following criteria to apply for promotional opportunities in the department:

- a) Meet the position's minimum entrance requirements.
- b) Are not, at the time of the recruitment closing date, on a form letter for attendance.
- c) Last evaluation was satisfactory or better.
- d) Are working when their application is submitted. Employees on vacation shall be considered to be working for the purpose of applying for promotional opportunities. It is the responsibility of all employees to make themselves aware of position postings and to submit their applications on time.

2. The employees with the top three (3) passing test scores (70% or higher)) shall be certified to the appointing authority from the promotional eligibility list. All employees certified to the appointing authority shall be interviewed, and those employees not selected shall receive a written notice of their non-selection.

Any vacancy filled at the Medical Center shall be filled in accordance with the contract of the bargaining unit which represents the classification within which the opening



exists, as well as, applicable Medical Center policies. Members of the Union who are certified to an appointing authority for vacancies within the Department of Public Safety or the North Pointe Community Health and Education Center shall be interviewed prior to the filling of said vacancy by the departmental managerial staff.

3. Upon successful completion of the required probationary period, an employee who has been promoted will be granted seniority in his or her new classification in accordance with his or her total accrued seniority within the Bargaining Unit.

4. An employee who is promoted from one position in the Public Safety Department to any other position in the Public Safety Department (same union or different), but who does not successfully complete the probationary period in the new position, shall be returned to his or her former position and status. Additionally, during the probationary period, either the employee or the Medical Center may elect to return the employee to his or her former classification in the department. If the return to the former classification creates a layoff situation, the least senior employee will be laid off. For periods of time in positions which are not represented by union and as described in this paragraph, the employee's bargaining unit seniority is frozen without additional accruals.

5. If a member of the union accepts another position outside of the Public Safety Department, he or she will have forty-five days from the effective date of the new appointment as a trial period. During this time, either the employee or the Medical Center may elect to return the employee to the former position represented by the union. During the trial period, bargaining unit seniority will be frozen without additional accruals.

6. If there are less than three (3) employees certified from the promotional eligibility list, the appointing authority may request an interdepartmental posting. The interdepartmental certification shall include any eligible employees from the departmental eligibility list and those employees with the highest scores from the interdepartmental eligibility list up to a total of seven names from the two (2) lists.

7. If there are less than seven (7) employees certified from the interdepartmental list, the appointing authority may request an open competitive posting. The Medical Center may select any qualified employee from the open competitive list.

**ARTICLE 9**  
**MEETING ROOM**

The Union shall be permitted to use available rooms at the Medical Center during off duty hours for union meetings. Off duty hours shall include employee releases from duty without pay. In any event, prior consent must be obtained from the Medical Center for use of available space.

**ARTICLE 10**  
**UNION BUSINESS**

1. Employees who are elected or appointed as full-time paid Union officials shall be granted a leave of absence for such purpose, which shall be approved on an annual basis with application for continuance of said leave to be made in writing thirty (30) days prior to the expiration of the leave.

2. Any officers of the Union or any delegates certified by the president or the bargaining chairperson of the Union shall be granted such leave without pay for a minimum of two (2) hours. The Department of Labor Relations shall be notified in writing indicating the length of such leave, as far in advance as possible, but in no event less than twenty-four (24) hours prior to said leave.

3. Employees shall continue to accrue vacation days while on Union Business leave without pay when the leave is less than fourteen (14) calendar days in duration. Re-crediting shall occur once each year and requests for recrediting shall be submitted no later than June 1 of each year.

**ARTICLE 11**  
**UNION BULLETIN BOARDS**

The Employer agrees to allow the union to maintain a suitable bulletin board in a mutually agreed upon place to be used by the Union. All such notices shall be delivered by the Union to the Labor Relations Office of the Medical Center. The Labor Relations Office will stamp the notices, approving them for posting, and then the union may post said

notices. The Employer will not attempt in any way to censor or edit notices presented by the Union except to ensure that the union does not post anything derogatory or detrimental to the employer. Such material will be signed by the union President or Bargaining Chairperson.

## **ARTICLE 12**

### **UNION ACTIVITIES ON THE EMPLOYER'S TIME AND PREMISES**

1. During working hours, on the employer's premises and without loss of pay, Grievance Committee members shall be allowed to:
  - a) Distribute Union Literature, provided that such literature is expressly authorized by the Union President and Labor Relations.
  - b) Transmit communications as authorized elsewhere in this agreement, to the employer or the representatives of the employer.
  - c) Consult with the employer or the representatives of the employer concerning the enforcement of this agreement.
  - d) Consult with the Grievance Committee Chairperson or the Union President on specific open grievances.
2. Staffing permitted, up to three (3) members of the union's representatives who may be on duty at the time of bargaining shall be released for negotiations. Two (2) shall not lose compensation or benefits for on-duty time spent negotiating.

## **ARTICLE 13**

### **SPECIAL CONFERENCES**

Meetings for the discussion of important matters that may arise from time to time may be scheduled at the request of either party. Said meetings shall be scheduled at a mutually agreed upon date. At least 24 hours advanced written notice of the agenda will be given to each party, said notice shall include a list of those individuals scheduled to participate in the conference. No more than two (2) representatives of the union shall be released without loss of pay. Additionally, in no event is overtime to be paid for such releases. The discussion in these meetings will be limited to those items included in the agenda, except by mutual

agreement. Should either party submit an agenda item which is department specific and has not been discussed within the department between the Departmental director and the union president, it shall not be accepted/deemed valid and will not be scheduled. These meetings will be held between the hours of 9:00 a.m. and 4:00 p.m. The Employer agrees that the above Union representatives shall be allowed to meet one-half (1/2) hour preceding the start of the special conference.

#### **ARTICLE 14**

##### **UNION REPRESENTATION AND GRIEVANCE COMMITTEE**

1. Members of the Union shall be represented by a grievance committee composed of three (3) members. Each member will have an alternate who will function only when the regular member is absent. In addition, there will be a Grievance Committee Chairperson.

2. A list of names of the grievance committee members and its chairperson, as well as any change in such list, shall be given in writing to the Labor Relations Director at least two (2) days prior to the effective date of assuming duties of office.

3. Committee persons shall have the right, without loss of pay, to investigate employee complaints and to initiate written grievances pertaining thereto, provided, however, that such committee persons comply with the terms and conditions hereinafter set forth.

a. Each committee persons shall have a definitely designated shift of responsibility.

b. No committee person shall be permitted to handle a grievance on a shift other than his/her own unless the designated committee person for that shift is absent from work for that shift.

c. Committee persons shall work at their regular work assignments for the first hour of their respective shift, except in the case of a suspension or discharge arising on the committee person's designated shift. However, the first hour limitation will be waived when it is necessary for a second shift committee person to process a grievance with the

department head. In such a case, proper release must be obtained in advance from the Labor Relations Office.

d. Committee persons shall handle grievances only for their respective shifts and only on days they are scheduled to work. However, when a committee person is unable to process a grievance on his/her shift at the second step of the procedure the grievance may be processed at this step by the Chairperson of the grievance committee or the Union President or a committee person assigned by the chairperson. The name of the committee person will be submitted in advance to the Labor Relations Department.

e. A committee person functioning in the first step of the procedure shall leave his/her job or work area only upon receipt of notification from the Labor Relations Department, or his/her immediate supervisor during the hours which Labor Relations is not open, at which time a case number will be assigned. If the grievance is reduced to writing, the case number shall be entered in the upper left hand corner of the grievance form. Upon returning to his/her work area, the committee person shall notify the Labor Relations Department or his/her immediate supervisor during the hours which Labor Relations is not open.

f. A committee person functioning at the second step of the procedure shall obtain proper release from the Labor Relations Department, or their immediate supervisor during the hours which Labor Relations is not open, identifying the grievance by case number and indicating whether the purpose of release is to investigate or present the grievance or to meet with the department head involved to discuss the grievance. Upon returning to his/her work area, the committee person shall notify Labor Relations or his/her immediate supervisor during the hours which Labor Relations is not open. The employer agrees that the committee person will be released within a reasonable period of time, such release will not be unreasonably denied.

4. The chairperson of the grievance committee or the Union President shall function as representative of the union at the third step of the grievance procedure and beyond. The name of the committee person handling the third step of the procedure shall be submitted in advance to the Labor Relations Department. He/she shall be allowed as



much time as necessary during regular working hours as is necessary to further investigate such grievances and to meet with the Medical Center Administration to discuss such grievances.

5. Nothing in the foregoing paragraphs shall be interpreted to mean that a committee person or the chairperson of the grievance committee may spend any time away from his/her job or work area during their regularly scheduled working hours for any reason other than the investigation or adjustment of grievances within his/her shift.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

1. Any employee having a grievance in connection with his/her employment shall present it to the Employer as follows:

#### Step 1

a) If an employee feels he/she has a grievance, they may first discuss the matter orally with their immediate supervisor or he/she may request that their supervisor place a call for a committee person. In any event the employee must state the nature of the complaint. The immediate supervisor will arrange for the appropriate committee person to come to the work area not later than one hour after the employee's request, except for emergencies (including staffing emergencies). The employee and committee person shall be permitted to discuss the grievance privately. If the matter is still not resolved then the committee person shall meet the supervisor to attempt resolution.

b) If the grievance is not thereby resolved, it shall be submitted in writing within three (3) working days by the committee person to the immediate supervisor. The immediate supervisor shall place his/her written position on the grievance form within two (2) working days and return it to the committee person.

#### Step 2

If the immediate supervisor's answer is unsatisfactory, the committee person may submit the grievance in writing to the Director of Public Safety within three (3) working days following the date the answer was received from the first step. A meeting of the

committee person and/or a designated representative and the Director of Public Safety and/or a designated representative will be held within seven (7) calendar days from the date the grievance is received by the Director of Public Safety. The Director of Public Safety shall place his/her answer on the grievance form and return it to the committee person with three (3) business days.

Step 3

a) If a grievance is still not settled, the Union may, within seven (7) business days submit the grievance to the Director of the Medical Center or his/her designee. A meeting between the representatives of the Union and the Medical Center will be held to discuss the grievance within seven (7) calendar days from the date the grievance is received at third step. The Director of the Medical Center, or his/her designee shall place his/her answer to the grievance on the grievance form and return it to the president of the Union within seven (7) business days after the meeting.

Step 4

a) If a grievance still is not settled, the Union or the Employer may, within thirty days of the third step answer, request arbitration. If the grievance does not involve contract interpretation, either party may choose to submit the grievance to the Flint Civil Service Commission within fourteen (14) days after the third step response. In either event, the party requesting arbitration or Civil Service review, shall, within twenty-one (21) calendar days of making such request, initiate a settlement conference between the Union and the Employer.

b) Within thirty days of ratification of this agreement the Union and the Employer will create a list of five (5) mutually acceptable arbitrators. On the occasion that arbitration is requested by either party, one (1) of the five (5) arbitrators shall be selected. If the parties can't agree to an arbitrator from the list, the employer and the Union shall select two (2) arbitrators each for removal from the list, the remaining arbitrator will be requested.

c) The arbitrator shall have no power to add to, delete from, or in any other way modify the terms of this agreement or any supplementary agreements thereto.

d) No findings involving wages shall be made for more than thirty (30) calendar days, retroactively from the date the grievance was written. The arbitrator will be asked to render his/her decision within fifteen (15) calendar days after the conclusion of the hearings or arguments in the case.

e) The expense of the arbitrator shall be shared equally between the parties.

f) The arbitrators ruling will be binding on both parties and the Union and the Employer will discourage and not cooperate with or give aid to any person or entity, in any appeal or interpretation of such ruling to any court or appeal board, including the Civil Service Commission.

g) If either party desires that a verbatim record of the proceedings, it may cause such a record to be made, provided that they pay for the record and make copies available to the other party and the arbitrator.

## 2. Withdrawal of Grievances

a) The Union may withdraw any grievance at any time by notifying the Employer in writing on the grievance form. Any grievance so withdrawn is considered settled in accord with the last answer given by the employer and shall be permanently removed from the grievance procedure.

b) A grievance which has been assigned to an arbitrator shall not be withdrawn except by mutual consent of the parties.

## 3. Time Limits

a) Any grievance not advanced to the next step within the time limits contained in this article, shall be considered resolved on the basis of management's last response. No grievance so settled shall be reactivated or made the subject further appeal. However, in cases where the terms of a mutually agreed upon settlement are not carried out within a reasonable time period, a policy grievance may be submitted at the third step of the grievance procedure for said failure to comply.

b) However, if a grievance is answered within the specified period and the Union representative who submitted it fails to pick it up, the grievance committee chairperson shall be notified to pick it up. The Union will then have one-half ( $\frac{1}{2}$ ) the specified time to

advance the grievance to the next step. The applicable time will begin when the committee chairperson is notified.

c) If either party fails to act appropriately during the specified time limits at the third step, the grievance shall be considered answered in accordance with the other parties last position.

d) If management fails to respond within specified time limits at any other step, the committee person may reclaim the grievance and process it to the next step. Management agrees that time limits shall not be used to circumvent any step of the grievance procedure.

e) No matter claimed to involve a breach of this agreement which is presented after a period of nine (9) calendar days after the occurrence of said breach shall be considered a proper subject for a grievance; provided that if the circumstances of the case made it impossible for the employee, or the Union as the case may be, to know that grounds for a grievance existed until later, then the grievance must be submitted within thirty (30) calendar days following the occurrence of the breach. In no case shall claims involving wages be valid for more than thirty (30) calendar days retroactively from the date the grievance was filed in writing.

#### 4. Third Step Grievances

If the parties mutually agree that a grievance is of an emergency nature or involves a matter of broad Medical Center Policy, the grievance shall be initiated at the third step.

#### 5. Issuance of Discipline

An employee who receives discipline shall be informed by the issuing authority of his/her right to request Union representation at the time of issuance.

### ARTICLE 16

#### NORMAL WORK SCHEDULE AND OVERTIME

##### A. Normal Work Schedule

1. A normal work day for full-time employees shall consist of eight (8) continuous hours including a paid lunch period of one-half (1/2) hour. Whenever practical, a lunch period shall be scheduled at approximately the middle of the shift. All employees

shall have two (2) rest periods of fifteen (15) minutes per eight (8) hour day to be scheduled by the immediate supervisor. Said periods shall not be cumulative. Employees who are requested to work a double shift for replacement purposes and who accept such assignment should be granted a 15 minute rest period within one (1) hour after the beginning of the overtime shift. This period is in addition to the regular rest period as outlined above.

2. All work performed shall be considered as accomplished on the date that the majority of hours are worked. It is recognized that 12:00 midnight is the beginning of the day.

3. All employees shall record their work hours on hospital time clocks. Employees shall punch only their own time card. Employees shall report any errors they make in punching their time card to their supervisor. When operational the automatic time and attendance system will be used to record work time.

4. A normal work period for full time employees is defined as being eighty (80) hours in a two (2) week pay period.

5. Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least four (4) hours work, with the exception of previously scheduled departmental meetings where employees will be scheduled to work up to two hours, or in situations in which an employee uses two (2) hours of benefit time. Employees entitled to premium pay under other sections of this agreement will be so compensated.

6. New employees who are instructed to report for work at a given time and are subsequently sent to the Personnel Office for processing shall be considered on duty.

7. New employees who are processed prior to the date of actually reporting for work shall not be considered on duty during the processing period.

#### B. Overtime/Additional Hours

1. All departmental work schedules for full-time employees shall cover a minimum period of two (2) weeks and shall be posted at least two (2) weeks in advance of the start of said schedule. Part-time employees' schedules shall cover at least a one (1) week period and also shall be posted at least one (1) week in advance of the start of the



schedule. Full-time employees will normally be guaranteed against changes in a work schedule once it has been posted. Any hours worked by full-time employees other than those posted, will be paid at the rate of time and one-half (1 ½), even though another day off might be scheduled for them if mutually agreed upon between employee and employer. However, no premium pay shall be due if the change to the schedule is by written mutual agreement between the supervisor and employee. All hours worked over the normal work period must be approved in writing by the Department Head or his or her designate before being allowed.

2. Employees who work in excess of eight (8) hours in any one (1) twenty-four (24) hour period or anytime in excess of their normal work period as determined in accordance with paragraph A4 above, shall be paid overtime premium pay at the rate of one and one-half (1 ½) times their basic rate of compensation for such excess.

3. If any employee is required to work in excess of seven (7) consecutive days, then any consecutive days thereafter shall be at premium compensation, except by mutual agreement; provided however, that such premium shall not be paid for more than (7) consecutive days. The employer reserves the right to avoid such overtime. Additionally, premium payments are not to be pyramided.

4. All full-time employees shall be scheduled every other Saturday and Sunday off duty. In the event that any full time employee is scheduled on duty for two (2) consecutive weekends, without mutual agreement between both parties, the second weekend's work shall be at premium compensation except in the event of schedule changes due to shift preference. The weekend for third shift employees shall be Sunday and Monday morning.

5. Employees who are called in to work a regular shift after the start of the normal working day shall be paid a minimum of eight (8) hours, if they work in excess of four (4) hours and if they report within one (1) hour of the time they are called. If employees work four (4) hours or less under these provisions, they shall be paid for four (4) hours. Any overtime pay due the employee under this provision shall be paid only for the hours, or fractions thereof, actually worked.

6. The Employer shall, whenever possible, give six (6) hours notice of the request that employees work overtime. Overtime shall normally be voluntary, subject to the following conditions. Voluntary overtime shall be equalized within the bargaining unit with the exception of ACOs. Employees will be charged for overtime worked and overtime offered but declined. The employee with the fewest charged hours of voluntary overtime shall be offered the next available overtime first. In the event of a tie in equalization, the most senior employee tied shall be offered the overtime. If seniority does not break the tie then the employee whose name would appear first alphabetically shall be offered the overtime. A record of overtime hours worked will be kept from July 1 of each year through June 30 of the following year. In cases when the overtime is identified less than two hours prior to the need for the overtime, equalization may be waived; however, employees working such overtime will be charged and those unable to accept the overtime will not be charged.

It shall be the responsibility of any employee who desires not to be called for overtime to notify the department head in writing so that his or her name can be removed from the overtime list.

A current record of voluntary overtime shall be maintained in the departmental pass on book. If all employees asked by order of equalization to work overtime refuse, then the most junior employees working will be required to work overtime.

Any officer who has failed to accept voluntary overtime continuously for twelve (12) consecutive weeks will have his or her name removed from the overtime list. The employee may have his or her name returned to the overtime list at any time by written request. Part-time employees requesting and granted limited schedules waive all rights to equalization of hours during the limited schedule.

For the purpose of computing overtime for full time employees, approved paid absences (i.e., holidays, sick leave days, personal days, vacations and paid emergency leaves) shall be counted as hours worked. However, in accordance with the Medical Center's practice, such absences shall not be considered in determining overtime pay for

working more than seven (7) consecutive days. However, the employer shall have the right to avoid consecutive day overtime when offering overtime.

## **ARTICLE 17**

### **EMERGENCY CALL-IN**

1. When an employee is brought back to work on emergency call-in, he shall be paid a minimum of two (2) hours.
2. If the emergency work exceeds two (2) hours but less than four (4), the employee shall be paid for four (4) hours.
3. If the employee works in excess of four (4) hours, he shall be paid for the hours worked.
4. Employees who are required to perform stand-by duty, shall be paid twenty (20) percent of their hourly rate for each hour of stand-by, not to exceed eight (8) hours for each day or eighty hours in a pay period. Employees will be paid at the overtime rate for all hours worked while on stand-by.

## **ARTICLE 18**

### **HOLIDAYS**

1. The following are the holidays for all full-time employees: New Years Eve Day, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day.

Employees who do not work at all on said holidays shall receive their normal pay for the particular day in question.

2. All hours worked on those holidays specified above shall be considered as overtime hours and shall be paid for at premium overtime rates for all employees. The overtime pay referred to above for full-time employees working on holidays is over and above the pay they would receive in event they did not work on said holidays.

3. Both overtime and time and one-half for holiday rates shall not be paid for the same hours worked. Premium payments are not to be duplicated.

4. Employees who are absent without approval from the Department Head on their last scheduled day preceding or their first scheduled day following a holiday shall

forfeit all pay for that holiday. An employee scheduled to work on a holiday and who fails to report for work shall forfeit all pay for that holiday.

5. Full-time and part-time employees may be scheduled to work either Christmas or New Year's day. Full-time and part-time employees may be scheduled to work either Memorial Day or the 4th of July and may be scheduled to work either Labor Day or Thanksgiving, or may be scheduled to work either Christmas Eve or New Years Eve, based on the needs of the department. Conflicts will be settled on a rotating basis.

6. Those employees who separate from the service prior to the accumulation of 1,040 hours of service credit and who have received holiday pay or compensatory time off in lieu thereof, shall have deducted from their separation pay an amount equal to that previously received as holiday pay or compensatory time off in lieu thereof.

7. If a regular holiday falls on an employee's regularly scheduled day off, then that day shall be the employee's regular holiday and another day off may be assigned, in conjunction with another regularly scheduled day off. An employee who works on a holiday which would normally have been his day off will receive pay as provided in 1 and 2 above.

## **ARTICLE 19**

### **SPECIAL HOLIDAYS**

1. All full-time employees who would otherwise have been required to work on the following special holidays shall be entitled to a day off with pay, not to exceed eight (8) hours, at their normal rate of pay for the following special holidays: their birthday, the day after Thanksgiving.

2. Full-time employees who are required to work on said above designated special holidays shall receive time off equal to the special holiday time worked on the particular day in question, but not to exceed eight hours, and as mutually agreed between the employee and his supervisor. Such employees shall be entitled to take all special holiday compensatory days off on the day immediately before or after any one of their next two regularly scheduled days off.

3. In the event said special holidays occur on days not scheduled for work for employees not covered in numbers 1 and 2, said employees shall be entitled to a compensatory days off as approved by the department head.

4. Employees who are on unauthorized leave the day preceding or the day following a special holiday shall forfeit all pay for that special holiday.

5. An employee scheduled to work on a special holiday and who fails to report for work, shall forfeit all pay for that special holiday.

6. Those employees who separate from the service prior to the accumulation of 1,040 hours of service credit and who have received special holiday pay or compensatory time off in lieu thereof, shall have deducted from their separation pay an amount equal to that previously received as special holiday pay or compensatory time off in lieu thereof.

## **ARTICLE 20**

### **NIGHT BONUS / WEEKEND DIFFERENTIAL**

When four (4) or more hours fall within a given shift as generally defined herein, employees shall be paid at the rate of that shift. Nothing in this provision shall constrict Management Rights to establish shifts and starting times.

If an employee entitled to night bonus under this section works overtime, the overtime rate shall be calculated using both the base rate and the night bonus.

A. First shift shall be any full time shift commencing between the hours of 7 a.m. and 3 p.m.

B. Second shift shall be any full time shift commencing between the hours of 3 p.m. and 11 p.m. (6.5% night bonus)

C. Third shift shall be any full time shift commencing between the hours of 11 p.m. and 7 a.m. (8% night bonus)

A 4.0% weekend differential (8:00 a.m. Saturday through 8:00 a.m. Monday) is provided effective upon ratification of the new agreement.



## ARTICLE 21

### SHIFT PREFERENCE STATEMENT

1. The employer will follow a seniority principle relative to shift preference when efficiency is not impaired and within the various departments and divisions. The union recognizes the right of determining levels of deployment among the shifts with respect to classifications, is vested in the employer. Permanent, non-probationary employees shall submit in writing their shift preference to their departmental office by March 1 and September 1 of each year. Such preference requests must be submitted in a timely manner regardless of the employee's work status, i.e., (active or inactive due to sick, personal, educational or other leave of absence.) Such shift preference will be effective on the first Monday of a new pay period on or following April 1 and October 1 of each year, respectively. A request for any shift change will be submitted to the departmental office. In the absence of any shift preference request, the employee's current shift is regarded as the employee's preferred shift.

2. Probationary employees (i.e. newly hired into a Bargaining Unit classification and/or newly hired into the security responsibilities of the department) may be rotated through each shift during the first rating period of their probationary period to facilitate orientation into the department. Said rotation shall not cause the displacement of more senior/permanent employees from their regular shift.

3. The Medical Center reserves the right to temporarily assign an employee to a specific shift in case of an emergency, including staffing. Such assignment will not be for a period of less than two (2) days, unless at premium rate of pay. However, Management retains the right to make specific permanent shift assignments. The seniority principle will apply relative to the temporary assigning of employees to a specific unit, i.e. said assignment shall be by inverse seniority when efficiency is not impaired.

4. By virtue of their need to have reasonable access to managements' representatives, either the President or the Bargaining Chairperson (but not both) may opt to be scheduled/assigned to the first shift without regard to seniority.

## ARTICLE 22

### PERSONAL LEAVE OF ABSENCE

1. Personal leave of absence without pay for reasons other than specifically provided elsewhere in this agreement, may be granted by the Medical Center. In considering requests for personal leaves of absence, priority shall be given in the order that the requests are received, except that requests of an emergency nature for strong personal reasons beyond the employee's control shall be given top priority.
2. If an employee who has been granted such a leave of absence takes employment elsewhere during the term of such a leave, he shall be considered to have terminated his employment with the Medical Center.
3. If an employee fails to return to work within three (3) consecutive working days (prolonged leave; assume Monday through Friday unless otherwise scheduled) after the expiration of the approved leave of absence, the employee shall be considered to have quit without notice. If there are extenuating circumstances of an emergency nature which the department head considers meritorious and the employee provides such documentation/proof, an extension shall be granted.
4. Request for leave of absence should be filed in writing prior to the beginning of the period of leave; if this is impossible because of an emergency condition which arises, notification to the department by telephone may be made and the request for leave filed immediately upon the employee's return to duty.
5. Any absence of an employee from duty that is not authorized by a specific grant of leave of absence shall be deemed to be an absence without leave (an employee who is absent three (3) consecutive scheduled work days without properly notifying the Medical Center shall be deemed to have resigned, and his/her name shall be removed from the Payroll Records).
6. When a personal leave of absence under this provision is granted for a period of not more than six (6) months, the individual shall be entitled at the termination of such leave, to be re-employed in the same position he held at the time the leave was granted.
7. When a personal leave is granted for a period of more than six (6) months, the

employee's position will not automatically be held open for him/her. If his position is not held open, he shall be so advised at the time a determination is made. If the employee is unable to return within six (6) months, he will be re-employed when a position is available at the level and type of position previously held if he has notified the Medical Center in writing of his desire to return, or in such other position and level in which there may be an opening.

8. A personal leave may be extended to a maximum of two (2) years if requested in writing. The employee's reinstatement rights shall be limited for the first six (6) months, as outlined in paragraph 6 above, and for the next eighteen (18) months as outlined in paragraph 7 above. If the employee is not able to return to work at the expiration of the two (2) year time period, he shall have no reinstatement rights.

9. No leave of absence without pay which extends for five (5) or more working days shall be approved until all accumulated leave with pay has been exhausted, excluding sick leave. The employee shall, when a personal leave is granted, keep the Medical Center informed of any change in his status or condition causing the employee to request leave.

10. Fathers may elect to take a personal leave of not more than six (6) weeks under the terms of this Article. The leave must occur within the first three (3) months after delivery, must be of a continuous nature, and will be without pay unless accrued benefit time (vacation or personal days) is used. Verification must be provided, i.e. copy of birth certificate. Seniority will be retained but not accrued for such leaves without pay which extend for two (2) weeks or more.

## **ARTICLE 23**

### **VACATIONS**

1. Vacation leaves shall be computed and accrued, for full-time employees, on the basis of the fiscal year.

2. Consecutive service for purposes of administration of this agreement shall mean employment uninterrupted by resignation or discharge provided that employees shall not receive credit for purpose of determining eligibility for vacation leave, for absences

without pay of two (2) calendar weeks or longer. A fiscal year vacation shall accrue on the following basis:

Year of Service	Days Accrued	Per Hours Worked	Maximum No. of Days Per Calendar Year	Maximum Accumulation Days
Less than 5	.92	173	11	22
5 thru 9	1.33	173	16	32
10	1.42	173	17	34
11	1.50	173	18	36
12	1.59	173	19	38
13	1.67	173	20	40
14	1.75	173	21	42
15 and over	1.84	173	22	44

On July 1 of the year following completion of the fifth, tenth, eleventh, twelfth, thirteenth, fourteenth, and fifteenth year of consecutive service, vacation leave shall be credited as having accrued on the above basis for the entire preceding fiscal year.

3. Certain holidays, mentioned in Article 18 hereof, and special holidays, mentioned in Article 19 hereof, falling within a period of annual vacation leave shall not be included as part of such leave.

4. Annual vacation leave may be cumulative, but not to exceed the maximum set forth. Provided, however, any excess as provided herein shall not be forfeited in the event the employee is on leave or lay-off status or the employee suffers from illness other than that illness arising out of or in the course of their employment within the meaning of the Worker's Compensation Act of the State of Michigan.

5. Vacations will be granted on a seniority basis if applied for in writing to the appropriate supervisor and on the proper leave form. Vacation requests for the months of May - October must be applied for by February 1st and vacations for the month of November - April must be applied for by August 1st. The vacation requests will be answered in writing within 14 calendar days of the above stated time limits. Vacation time not requested previously will be granted on a first applied first approved basis. The request will be answered in writing within seven (7) calendar days of submission.

Seniority in terms of length of service will prevail when arranging vacation schedules. Seniority shall prevail on first vacation choices. After all employees have made a choice, seniority shall prevail in the same sequence on all succeeding choices.

Employee benefit time (vacation days) may be used in increments of two (2) hours if requested by the employee and approved by supervision, according to all applicable agreements and appropriate contractual provisions.

In the event a seniority employee's vacation period is denied because of the need for the employee's services, the employee will be paid the vacation allowance in lieu of the request period. Such allowance will be paid by separate check no later than the pay period following the vacation period requested; such employees shall retain the right to request the equal amount of vacation period at a later date without pay.

6. The amount of vacation time with pay that is allowed is the number of days credit earned as of July 1. If an employee makes a request to take a vacation prior to July 1, the amount of time allowed with pay is the number of days credit earned as of the beginning date of the vacation. Employees who take their vacation prior to July 1 may anticipate their maximum earned vacation time with pay as of July 1. If this anticipated maximum vacation time is taken prior to July 1, the Medical Center will give that employee additional pay on the first pay date following July 1, in an amount equal to the difference between the amount of vacation credit earned as of July 1.

7. No vacation leave shall be used during the calendar year in which said leave is being accrued, except for deductions made for lost time in excess of accrued sick leave as set forth in Article 24, paragraph 7.



8. No vacation shall be taken or allowance made or paid until an employee shall have worked one (1) full year, but thereafter such first year of employment shall be considered for purpose of accrual of vacation leave as having been accumulated beginning with the first day of employment, provided, however, that in the case of employees who go into the armed forces of the United States, such employees shall receive allowance for vacation leave computed under the terms hereof from the date of employment without regard to whether said employees have worked less or more than one year.

9. An employee may obtain pay for vacation time one week (Monday through Friday) prior to the beginning date of the vacation by making application for same in writing at least two (2) weeks in advance to his immediate supervisor and obtaining the approval of the Director or his designate and the Comptroller.

10. Upon termination of employment, an employee shall be compensated for his accrued vacation leave at the rate of pay received by said employee at the time the employment is terminated.

## **ARTICLE 24**

### **SICK LEAVE**

1. Sick leave benefits shall be available as follows at the authorized rate of pay provided in the prevailing salary plan for the position or job actually engaged in at the time the sick leave is used.

2. All regular full time employees and employees who regularly work thirty (30) hours or more per week are eligible for seven (7) sick leave days on July 1 each fiscal year. Employees shall work at the Medical Center at least 1040 hours before taking advantage of sick leave.

3. Application for sick leave shall be made to the appropriate department head and must be approved for payment by the Personnel Director. Where an employee is absent from duty for a period of three or more consecutive days, a certificate from a licensed physician, noting cause or causes of such absence or other proof of disability or illness may

be required, and if required, such proof shall be furnished before leave is granted. The employee shall notify his department promptly of any disability or illness.

Any employee who habitually loses time as a result of alleged illnesses may be required to furnish proof of illness or disability by the Medical Center Director or his or her designate in accordance with the above mentioned specifications. The Medical Center Director or his or her designate shall waive the aforementioned requirement for habitual absenteeism after completion of one (1) year of satisfactory attendance by said employee.

Employees are expected to use sick leave only for the purposes herein provided. An employee who becomes ill or injured and is unable to report for duty must apply and use either sick leave days or the sick and accident program. For employees who hire mid-year, leave days will be pro-rated so that employees are credited with the appropriate number of days. For employees who are absent for an extended period of time and who are entitled to accumulated benefits, they will receive full credit for their accumulated leave days upon their return to work.

Employee benefit time (sick days) may be used in increments of two (2) hours if requested by the employee and approved by supervision, according to all applicable agreements and appropriate contractual provisions.

4. Charges against sick leave and pay allowance for time lost on account of sickness shall be made only for time lost for which the employee normally would have received pay and during which normally he would have been required to work.

5. Any employee who becomes ill or is injured and expects to be off duty should notify the Medical Center as promptly and as early as possible. Such notice should, in all cases except extreme emergency, be given in advance of the start of the employee's scheduled work shift. Such notice should be received not less than one half (1/2) hour before the start of the morning shift and not less than one (1) hour before the start of the 2nd shift, and not less than one and one half (1 1/2) hours before the start of a night shift. Employees in the Nursing Service and the School of Nursing are to report absences to their respective departmental office. All other employees must report absences to the Medical Center telephone operator.

6. If an employee reports for duty but discontinues working as a result of illness before they have worked two hours, sick leave payment for the entire day is granted; if the employee works two hours but less than six before discontinuing work as a result of illness, that employee receives regular pay for four hours and for the other half of that day (four hours) receives sick leave pay, providing the employee has accumulated that amount of sick leave credit with pay. Sick leave granted after the employee works six hours or more shall be made at the discretion of the employee's department head. In such cases, the department head shall make a report to the Personnel Director. Sick leave is not granted to employees who take time off to go to the office of a doctor or dentist. Employees who make emergency visits to the physician or dentist because of symptoms that occur on the same day the appointment is made, may be granted sick leave if the physician or dentist with whom the appointment is made will write a note stating they are eligible for sick leave.

7. Any employee who has taken all available sick leave and remains on an extended absence due to illness, may elect to have additional lost time charged against and deducted from earned vacation leave.

8. Employees regularly working thirty (30) hours or more per week are eligible for sick/accident coverage at the conclusion of their probationary period.

9. An employee known to be ill or injured resulting in disability as evidence by a statement from their attending physician attesting to such condition will be placed on sick/accident leave status commencing on the fifteenth (15) day following the initial visit to their physician, or fifteenth (15) day hospitalization, or fifteenth (15) day following accident and will continue on said status until medical evidence is received by the Personnel Department stating that the employee may return to work. Sick/Accident leave weekly benefits consist of sixty (60%) percent of the employee's base weekly wage rate up to a weekly maximum benefit of \$310.00, for a period of up to twenty-six (26) weeks. Employees off on sick/accident leave shall not be entitled to additional compensation for either holiday or special holiday pay during such times.

10. Sick leave forms may be picked up by the employee or his/her designee in the Personnel Department or the employee's department office. These forms are to be

completed by the employee's physician and shall be returned to the Personnel Department within ten (10) calendar days of the occurrence of the first (1st) day of disability in order for the employee to qualify for sick/accident benefits. This ten (10) day period shall be waived upon the employee providing convincing proof that the delay in submitting sick leave forms was beyond the employee's control.

11. Seniority and continuous service (i.e., longevity and step increases) of employees on sick/accident leave shall accumulate.

12. Prior to return to work, the employee shall report to his/ her department with a statement from his/her attending physician specifying the employee's ability to return to their normal assigned duties. The Medical Center may require the employee to complete a physical by a Medical Center physician prior to their being allowed to return to work.

13. In the administration of the sick/accident leave program, the Medical Center may from time to time investigate, or require to be investigated, employees who the Medical Center has cause to believe may be misusing or abusing the benefits of the sick/accident policy. In addition to said investigation, the Medical Center may require the employee to undergo examination by a designated physician or agency to determine whether or not the employee is not capable of returning to work. If as a result of this examination an employee is deemed not to be disabled, benefits under the Medical Center sick/accident policy shall cease immediately. To afford the employee a means by which the denied claim may be reviewed, a third physician or agency mutually agreed upon by the Medical Center and the Union may be requested to review the medical condition of the employee. Such request must be submitted in writing by the Union within ten (10) calendar days of the date of denial of the sick/accident benefit claim. Cost for any resulting examination by a third party shall be borne by the Medical Center. Said third physician or agency shall issue a final determination as to the medical condition of the employee.

14. If an employee ceases to be disabled or fails to submit any required proof of said disability, the bi-weekly installments shall automatically and immediately cease. Notwithstanding proof of disability that may have been accepted by the insurance company as satisfactory, the employee on request from the insurance company shall furnish due proof

of the continuance of such disability, and shall submit to physical examinations at reasonable intervals by physicians designated by the insurance company.

15. Employees on sick/accident leave may, at their option, continue to contribute to the pension program for pension credit.

16. The employer will continue premium payments for sick/accident insurance, Medical and Surgical insurance, Dental, and Optical insurance, and Life insurance for any employee covered by the sick/accident insurance.

Leave Days: The seven (7) leave days are intended for the use of employees to cover incidental and short term illness. They will be granted to full time employees and employees regularly working thirty (30) hours or more per week on July 1 each year.

Employees with more than twenty (20) accumulated sick days shall have the option of receiving payment for unused days (to be paid at the base rate of pay in effect on June 30) in accordance with the following formula:

# Earned Sick Days	Maximum # Days Employee May be Paid	Minimum # Days Employee May Bank
7	5	2
6	4	2
5	3	2
4	2	2
3	1	2

Requests for payment must be submitted to the Personnel Department no later than May 30 of each year. Payment will be by separate check in the payroll covering the first full pay period in July. Sick days that are not used or paid shall accumulate to the next year. Eligibility for sick day payoffs will be determined at the end of the last pay period for the fiscal year.

Call-in and sick leave procedures shall remain the same regarding these days. Those days that are not used or paid for shall accumulate to the next year.

The employee's current accumulated sick leave as of the effective date of this agreement shall remain in his/her sick leave bank to be utilized by the employee to cover incidental and short term illness in excess of the seven (7) days leave above. The employee may, at his/her option, save these sick days.

An employee will not collect from both sick/accident insurance and/or sick days, but at his/her option may utilize either until his/ her sick leave bank is exhausted or until he/she returns to work.

17. Employees who use all available sick leave and sick/accident insurance policy will be kept on the employment list for six (6) additional months, at which time they will be placed on the top of the eligibility list for their respective classifications for an additional eighteen (18) months, and will be re-employed when the first vacancy is filled, in the employee's classification.

18. All people with 170 accumulated sick days as of 10/16/79, shall be allowed to use all accumulated days for the calculation of their F.A.C. under the current formula. Upon retirement, all employees with less than 170 accumulated sick days, will be paid for all accumulated days upon retirement at their last effective rate of pay.

19. Dependent survivors of an employee whose death was in the line of duty shall be paid in cash for each day of unused and accumulated sick leave on same basis as though retired. Dependent survivors of an employee whose death is non-duty connected shall be paid in cash on same basis above. A living spouse will automatically be determined a bona fide dependent. No payments against unused or accumulated sick leave shall be made if death is determined, by a medical examiner, to have been caused by suicide. Payment shall be made at start of the fiscal year, subsequent to death.



**ARTICLE 24A**  
**PERSONAL DAYS**

Full time employees and employees regularly working thirty (30) hours or more per week shall be entitled to four (4) personal days per fiscal year. Such personal days shall be granted to employees upon request, provided the employees give at least twenty-four (24) hours advance notice prior to the time being requested. Employee benefit time (personal days) may be used in increments of two (2) hours if requested by the employee and approved by supervision, according to all applicable agreements and appropriate contractual provisions.

For employees who hire mid-year, personal days will be prorated so that the employees are credited with the appropriate number of days. For employees who are absent for extended periods of time and entitled to accumulated benefits, the personal days will be credited to their bank upon their return to work. Personal days may only be utilized Monday through Friday. They may not be used to extend vacations. The time limits outlined above may only be waived in cases of emergency or unusual/extenuating circumstances.

Employees will be permitted to carry over two (2) years accumulation of their personal days, up to a maximum of eight (8).

**ARTICLE 25**  
**EMERGENCY AND BEREAVEMENT LEAVE**

Leave with pay of not more than three (3) days plus not more than two (2) days travel time shall be granted for death or critical illness in the employee's immediate family. The immediate family shall be defined to include parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, husband, wife, children, step-children, brother, sister, step-parents, step-brother, step-sister, brother-in-law, sister-in-law, step-parent-in-laws or other relatives living in the employee's home. An emergency leave shall also be granted in the event that an employee's residence is on fire or substantially damaged by one. Employees shall also be granted leave with pay up to one-half (1/2) day for purposes of

attending funerals of other close relatives, however, no travel time will be paid. Travel time shall only be paid for immediate family as defined above. Paid leave for any one bereavement or emergency as outlined in this paragraph shall not exceed five (5) working days. An emergency leave can be supplemented through the use of personal days, and/or vacation leave as elsewhere provided, upon written request of the employee.

Reasonable travel time shall be granted to those individuals who must travel in excess of 300 total miles. One paid day shall be granted for a minimum of each 300 miles traveled. However, under no circumstances will such time exceed two paid days.

An employee shall be entitled to use one (1) emergency day when required to take or accompany an immediate family member to a hospital for emergency care services. Proper verification must be provided to substantiate the hospital care rendered and that the emergency situation occurred during the employee's scheduled shift.

Other situations considered an emergency by the employee's department head shall be covered by accumulated paid time off benefits including sick days, if the employee elects. In such cases, the department head shall waive any restrictions concerning advance scheduling of paid time off used.

Employees will be required to submit documentation supporting request for all Emergency and Bereavement Leaves. Required documentation is described below:

- a. Emergency Leave for Critical Illness: Forms to document critical illness in the immediate family are available in the Human Resources Office and in the Public Safety Office.
- b. Emergency Leave for House Fire: A report of the fire from the local Fire Department is required.
- c. Immediate Family Bereavement Leave: Any of the following documents will be accepted as long as they include the date of death: (If additional travel time is required, documentation of the location of the funeral must included.)
  - a. Obituary with the name of the employee included
  - b. Statement from Funeral Director acknowledging attendance at funeral
  - c. Memorial Service Program or Card

- d. Other Close Family Bereavement Leave: Any of the following documents will be accepted as long as they include the date of the funeral or memorial service:
- a. Obituary with the name of the employee included
  - b. Statement from Funeral Director acknowledging attendance at funeral or memorial service
  - c. Memorial Service Program or Card

## **ARTICLE 26**

### **INCLEMENT WEATHER**

If an emergency exists during inclement weather, and is considered such by the Director of the Medical Center, or his/her designee, the following will apply: An employee reporting to work on his/her regular shift within two (2) hours of his/her regular starting time, will be paid for a total of eight (8) hours for each day so considered an emergency providing the employee works the remainder of his/her shift. Any employee who is unable to report within the two (2) hours time limit shall be paid for those hours he/she is actually able to work. In addition, employees who work during such considered emergency day, will be granted compensatory time off equal to those hours worked up to a maximum of eight (8) hours per day; to be granted and scheduled as mutually agreed upon by the employee and his/her supervisor.

Those employees unable to report to work during above emergency, and properly notify the Medical Center according to contract language, shall be granted an approved leave of absence and/or will be allowed to use personal leave or vacation time.

## **ARTICLE 27**

### **MATERNITY LEAVE**

In compliance with State and Federal Statutes, the Medical Center and the Organization agree to treat all employee maternity related health problems as normal sickness and disabilities. The provisions of the contract relative to sick leave and/or short term disability leave and the Family Medical Leave Act (if applicable) will then be applied.

Time off for the purpose of an adoption, birth of a child or to care for a child with a serious health condition may be secured via the provisions of the Family Medical Leave Act.

Time off from work for non-medical concerns related to maternity may be secured via the Personal Leave section of the agreement.

## **ARTICLE 28**

### **FAMILY MEDICAL LEAVE**

The parties agree to abide by the Family Medical Leave Act.

## **ARTICLE 29**

### **MILITARY LEAVE**

Whenever an employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Air Corps Reserve or Coast Guard Reserve is called to active duty or is compelled to participate in classes or instruction as part of an activated reserve unit, he/she shall be paid, during the time of such service, the difference between his/her regular wage or salary and the allowance of the State of Michigan or other governmental authority for such service, provided that in the case of active service the total period of payment shall not exceed three (3) calendar weeks in any calendar year, and in case of compulsory reserve training, the period of payment shall be determined by the appropriate department head. Before such payment shall be made, the employee shall furnish the Personnel Director of the Medical Center with a letter from the commanding officer showing the period of active duty and the allowance made to the employee by the State of Michigan or other governmental agency for such service.

## **ARTICLE 29A**

### **MILITARY AND GOVERNMENTAL BUY BACK**

Full-time employees may purchase at their own expense, prior governmental/military service time for retirement purposes only, anytime prior to retirement. Specifically, the buy back shall be the employee's responsibility, i.e., both the employee and employer's portion.

Said payment shall be equal to the actuarial present value as of the date of the buy back of the pension payable by the system attributable to the prior governmental/military service. Additionally, said payment shall not be made more than ninety (90) days from the date said application is filed and no later than the effective date of the employee/member's retirement. The other provisions of the buy back are as outlined in section 35-6 of the Retirement Ordinance.

### **ARTICLE 30**

#### **JURY DUTY/CIVIC DUTY**

1. Whenever an employee is called for jury duty before any court entitled to empanel a jury, he shall, when possible, give reasonable notice of such calling to his immediate supervisor. He shall thereafter, for days when required to report for such duty, be entitled to leave without pay, except as is provided hereinafter.

2. An employee complying with the above conditions, and upon supplying to the Personnel Director of the hospital adequate proof that he has reported for such jury duty before a court entitled to empanel a jury, shall be paid by the Hospital the difference between his regular wage or salary and his jury pay for each day he so reported.

3. When an employee is called for jury duty and complied with the requirements of paragraph 1 hereof, for longevity purposes he shall receive credit as though he had worked for the Hospital.

4. Leave may be granted to a member of the Bargaining Unit who is required to be absent from work because of involvement in civic activities (e.g., United Fund, Red Cross, schools, etc.) without pay. Such leave must not be less than a minimum of four (4) hours nor over a maximum of one (1) calendar week and applied for not less than forty-eight (48) hours in advance. Such request to be approved by the Chapter President or Chairperson.

### **ARTICLE 31**

#### **EDUCATIONAL LEAVE**

Upon written application, employees who have acquired one (1) or more years of seniority, may be granted one (1) continuous educational leave for a period not to exceed

one (1) year of leave for each two (2) years of service. Requests for such a leave will not be unreasonably denied.

An employee who successfully pursues the educational program for which the educational leave was granted shall, upon return to his or her employment, be reinstated to service without loss of prior longevity and shall be credited with seniority for the period of educational leave. Advancement in the salary schedule or eligibility for retirement benefits shall be calculated as though the employee were employed during said educational leave.

No two educational leaves for officers in the same classification will be authorized that are simultaneously in effect for a period exceeding thirty (30) calendar days. Any disputes will be resolved on a seniority basis.

An employee on educational leave who accepts substantial employment other than an internship related to the educational leave, shall be terminated from the Medical Center.

## **ARTICLE 32**

### **EDUCATIONAL COURSES**

1. If a full-time employee desires to enroll, while continuing in full time employment, in one or more courses at an accredited educational institution in courses which the appropriate department head and Hospital's Administrator agree would aid him/her in the practice and performance of services with the City or the Hospital or will contribute to his/her professional growth, he/she may submit, in advance of his/her commencing such course or courses, application on the Hospital form to the Hospital for reimbursement of the cost of his/her tuition and books.

2. Upon proof of satisfactory completion of the course or courses and of the amount expended for tuition, books, and supplies, the employee shall be reimbursed for such expenses up to \$2000 per two years, provided that the employee agrees in writing to remain a full-time employee for a period of six (6) months following completion of the course, and likewise agrees that if he leaves the Hospital's employ before completing the six (6) month period, he will repay the education course payment to the extent of one-sixth (1/6) of such sum for each month he is short of meeting the six (6) month requirement.



3. Part-time employees who regularly work thirty (30) or more hours per week shall be eligible for reimbursement of such expenses up to \$1200.00 per two years and part-time employees who regularly work less than thirty (30) hours per week, i.e., PT2, shall be eligible for reimbursement of such expenses up to \$800.00 per two years subject to the terms of this section.

### ARTICLE 33

#### LIABILITY AND INSURANCE COVERAGE

The Employer shall maintain in force a liability coverage (thru insurance policy or self-insurance) for all members of the bargaining unit and who may be subject to liability claims for incidents arising out of their hospital employment. The Employer will provide the Union with a description of this coverage and the limitations of it.

### ARTICLE 34

#### RETIREMENT

All permanent employees shall be entitled to membership in and benefits of the City of Flint Retirement System as provided in Ordinance #625, April 22, 1946, as amended.

All employees who qualify for membership shall have their pensions determined in accordance with the modified contributory plan as set forth herein. New employees shall have an option, exercisable within thirty (30) days to hire date, to elect to participate in the Hurley alternative pension plan or the modified program. A detailed description of both plans shall be made available to employee/members.

Effective: 1/1/87

1. Current Program Modification

<u>Multiplier</u>	<u>Service Years</u>
2.0%	1st through 15th
2.2%	16th through 25th
1.0%	Beyond 25th

Employee contribution to 7.0%

Best 3 out of 5 years for FAC

Pop-Up Option funded via a reduction in the retiree's pension benefit

All other provisions as in Current System

2. Alternative Pension Proposal Effective 1/1/87

No Employee Contributions

1.5% Multiplier for All years of Service

Ten Year Vesting

Age 60 for Full Retirement

Actuarially Reduced Pension for Early Retirement at Age 55

Actuarially Reduced Pension for Disability at Any Age with Ten Years of Service

75 Points for Health Care

Pop-Up Option

All Other Provisions as in Current System

Health Insurance for Retirees - Effective 7/1/91

A. Eligibility - 25 years of service and age 50 at time of retirement, or any combination of service and age equaling 75 at time of retirement, as long as the minimum full retirement criteria is met. Medical Disability retirement and all other retirements are excluded.

Employees who meet the above requirements and who are re-employed by an employer who provides Blue Cross coverage will not be entitled to the benefit until such time as they are no longer covered.

B. Benefit Level - equal to the benefit level last held as an active employee. Additional benefits will be at the employee's expense.

C. Payment Level - Hurley Medical Center will provide single coverage up to \$150 per month to age 65. If additional dependent coverage is required, the Medical Center will only provide coverage up to the above \$150 per month to age 65. At 65 and over, Hurley Medical Center will pay the complementary portion of the Medicare not to exceed

\$125 per month. The retiree will be responsible for the difference between Hurley Medical Center's payment and the premium charge, if any.

Dental/Vision Coverage for Retirees - Upon retirement members may purchase at their own expense, dental and/or vision insurance via the pension system. Dental coverage shall be the 50%/50% program with \$850 maximum per person per contract year on Class I, and II and Class III benefits. The vision coverage shall be as is currently offered/provided by this newly negotiated agreement upon ratification.

Members must elect to purchase the dental and/or vision coverage at the time of retirement. Should said member elect not to purchase such coverage(s) at this time, the member may not elect to purchase such coverage(s) at a later time. Should the member elect to purchase such coverage(s) and subsequently drops the coverage(s) the member may not elect to reinstate the coverage(s) at a later time.

Management may implement an optional defined contribution pension program for new employees hired after 1/1/99. Employees who choose this program will not be allowed to participate in either of the current City of Flint retirement programs, i.e., (Contributory or Non-Contributory.) For the new defined contribution program, the Medical Center will contribute 4.5%. Vesting will be at five years and employee contributions will be determined by the parties, considering applicable laws. The remainder of the program to be developed by the parties including the possibility of other members opting into the new system.

## ARTICLE 35

### HOSPITALIZATION INSURANCE

1. All full-time employees and employees who work 30 hours or more per week shall be entitled, at their option, to become members of the Blue Cross/Blue Shield PPO or the Blue Cross/Blue Shield traditional medical and surgical program with premium copay. The Medical Center agrees to assume the cost of the coverage up to and including the comprehensive hospital, ward coverage, D-45NM, MVF-2, \$2.00 prescription co-pay drug coverage, IMB & OB Rider, DCCR & DC, Master Medical, Option IV. Enrollment is con-

ducted once each year and at the time of employment or during the annual enrollment period. Changes such as marriage, death, birth, divorce, etc., should be reported to the Personnel Office within thirty (30) days of the effective date of the change.

Effective January 1, 1997, employees in the bargaining unit who become eligible for health insurance coverage on or after January 1, 1997, may only select coverage which includes a \$300 inpatient co-payment waived for treatment received at Hurley, or treatment which is not part of Hurley's services, or treatment which is provided on an emergency basis, or out of Hurley's service area, i.e., (GLS region). Members and their covered spouses/dependents who are inpatients at Hurley Medical Center will not be charged additional fees for basic telephone service, or for private rooms when available.

2. In the event the GLS area becomes serviced by a group medical practice plan (or individual practice association), the Medical Center will make arrangements to provide annually to those employees who choose to enroll, health coverage through the carrier providing such service subject to the availability and the enrollment requirements for such optional plan.

3. The parties agree that the hospital shall have the right to contract with any health insurance provider capable of offering equal or better benefits as those currently in effect through Blue Cross/ Blue Shield, and coverage under BC/BS will not be reduced with any new provider. Such change would not be made without first meeting in conference with the union and providing available information regarding benefits and costs.

4. Hospital Discount Policy

1) Employees who elect this option shall be eligible for discounts for hospital services rendered to them and members of their immediate family.

2) The term "members of the immediate family" shall be interpreted to mean spouse, children, mother and father, providing the person claiming the discount can establish reasonable evidence that the member of the family as described above is also a dependent. Inclusion of the patient as an exemption for income tax purposes shall be deemed sufficient evidence of proof.

3) Hurley Medical Center shall grant to the above described eligible individuals a discount for inpatient hospitalization equal to the difference between the hospital charges and the amount paid by Michigan Hospital Service plus the amount paid by Michigan Medical Service under an MVF-2 contract held by the eligible individual. In the absence of such a contract, the Hospital shall grant a discount equal to the difference between the hospital charges and the benefits outlined in the Blue Cross/Blue Shield MVF-2 contract held by the hospital. The Medical Center shall also grant a discount for Outpatient Hospital Service equal to fifty percent (50%) of the hospital charges for such service, with the stipulation that if the service is a benefit under any insurance policy, the discount shall not exceed the difference between the amount paid by the insurance carrier and the hospital charges.

4) In the computation of the courtesy discounts described above, the charge for special serums, appliances, braces, etc., which must be purchased by the Hospital for the patient, shall not be included in the amount subject to courtesy discount.

5) Employees requesting a discount for outpatient service other than emergency service should obtain a Discount Certificate from the Personnel Office prior to the rendition of the service. It shall be the responsibility of the Personnel Office to check the Admission Sheet (including in & outpatients) daily to determine services given to employees. From the Admission Sheet, the Personnel Office will complete discount slips and forward them to the Cashier's Office (or the outpatient clerk). It will be the responsibility of the employee involved to notify the Personnel Office when a member of their immediate family has received hospital service.

5. This option (between A, B, & D, above) may be exercised within 30 days of an employee's date of hire or during the annual enrollment period. Employees who for any reason fail to exercise their right of option will automatically receive the benefit of the Hospital Discount Policy. Employees who work less than 30 hours per week shall receive the Hospital discount policy.

6. Employees who are on an authorized leave of absence without pay for more than two consecutive weeks may remain members of the hospital Blue Cross/Blue Shield

Group by making payment to the Medical Center for the full cost of whatever contract they have in the Hospital Group. However, the Hospital discount policy will be extended only to those employees who elected it.

7. Dental Plan - 100% of treatment costs for Preventive, Diagnostic (except radiographs) and Emergency Palliative (Class I) services and 90% of the balance of Class I benefits, 50% of treatment costs paid on Class II benefits; with a \$750 maximum per person per contract year on Class I and II benefits; 50% of treatment costs paid on Class III (orthodontic) benefits, with a \$650 lifetime maximum. Effective July 1, 1997, \$1000. maximum per person per contract year provided for Class I and Class II benefits; \$1000. lifetime maximum provided for Class III benefits. Eligibility - completion of probation period and regularly working thirty (30) hours or more per week.

8. Optical Services - Employees who have completed their probationary period of six (6) months employment and who are full time or regularly scheduled to work thirty (30) hours or more per week, shall be eligible employees for vision benefits. An eligible employee's coverage for vision benefits shall include coverage for the employee under the age of nineteen (19) who are solely dependent upon the employee for support. Benefits will be paid for the covered vision expenses described in I and II below.

a) A medical eye examination performed by an ophthalmologist, including a determination as to the need for correction of visual acuity, including case history, testing visual acuity, external examination of the eye, binocular measure, ophthalmoscopic examination, tonometry when indicated, summary and findings, and may include medication for dilating the pupils and desensitizing the eyes for tonometry and such other examination technique as may be indicated by the professional judgment of one ophthalmologist.

b) A vision testing examination performed by an optometrist, including a determination as to the need for correction of visual acuity, including case history, testing visual acuity, external examination of the eye, binocular measure, ophthalmoscopic examination and tonometry when indicated.

c) The prescription of glasses where indicated and confirming the appropriateness of glasses obtained under the prescription.



9. Lenses and Frames: When lenses are prescribed by an ophthalmologist or optometrist, the necessary materials and professional services connected with the ordering, preparation, fitting and adjusting of:

a) Lenses (single vision, bifocals, trifocals, lenticular). If the individual selects lenses, the size of which results in an additional charge, only the Reasonable and Customary Charge for lenses not in excess of 65mm in diameter of the same material and prescription will be considered a Covered Vision Expense. If the individual selects photo chromic lenses, which are excluded pursuant to Section 6(b), only the Reasonable and Customary Charge for clear glass lenses of the same prescription shall be considered a Covered Vision Expense. Lenses shall be of a quality equal to the first quality lens series manufactured by American Optical, Bausch and Lomb, Orthodon, Tillier or Unavis and which meet the then current Z80 standards of the American National Standards Institute.

b) Contact lenses; provided, however, that \$150.00 is the maximum amount that will be considered a Covered Vision Expense for contact lenses.

c) Frames adequate to hold lenses which are a Covered Vision Expense; provided, however, that \$50.00 is the maximum amount that will be considered a Covered Vision Expense for a frame.

10. Frequency Limitations: For each covered individual, there are the following limitations on the frequency with which charges for services and materials will be considered Covered Vision Expenses:

	<b>Children Under Age 18</b>	<b>Adults</b>
Examination	Once during any period of 12 consecutive months	Once during any period of 24 consecutive months
Lenses and Contact Lenses	Once during any period of 12 consecutive months	Once during any period of 24 consecutive months
Frames	Once during any period of 12 consecutive months	Once during any period of 24 consecutive months

The limitations on lenses, contact lenses, and frames apply whether or not they are a replacement of lost, stolen, or broken lenses, contact lenses, or frames.

11. Exclusions:

- a) Any lenses which do not require a prescription;
- b) Sunglasses, whether or not requiring a prescription (tinted lenses which do not have a maximum light transmittance value of at least 85.0, are considered to be sunglasses for the purposes of this exclusion);
- c) Medical or surgical treatment of the eye;
- d) Drugs or any other medication not administered for the purpose of an eye examination.
- e) Procedures determined by the administrator, or its agent, to be special or unusual, such as, but not limited to, orthoptics, vision training, subnormal vision aids, aniseikonic lenses, and tomograph;
- f) Medical eye exams and vision testing exams of materials furnished for any condition, disease, ailment, or injury arising out of or in the course of employment;
- g) Examinations performed and lenses and frames ordered:
  - 1) Before the covered individual became eligible for this coverage;
  - 2) After the termination of the covered individual's coverage;
  - 3) To the extent that they are obtained without cost to the covered individual;
  - 4) Lenses or frames ordered while covered but delivered more than 60 days after coverage terminated.
- h) Photosensitive or anti-reflective lenses to the extent the charge for such lenses exceeds the amount for regular lenses as provided in Section II.
- i) Charges for examinations, lenses or frames for which no charge is made that the covered person is legally obligated to pay or for which

no charge would be made in the absence of this vision expense benefit coverage.

- j) Charges for examinations, lenses or frames which do not meet accepted standards of ophthalmic practice, including charges for any such services or materials which are experimental in nature.
- k) Charges for examinations, lenses or frames received as a result of eye disease, defect or injury which is due to an act of war, declared or undeclared.
- l) Charges for examinations, lenses or frames from any governmental agency which may be obtained by the covered person without cost by compliance with any laws or regulations of any federal, state, municipal, or other governmental body.
- m) Charges for examinations, lenses or frames to the extent to which benefits are payable under the health care program supported in whole or in part by funds of any federal, state, municipal or other governmental body.
- n) Replacement of lenses or frames which are lost, stolen or broken unless at the time of such replacement the covered person is otherwise eligible under the frequency limitations set forth in Section III.
- o) Charges for the completion of any forms.

## **ARTICLE 36**

### **LIFE INSURANCE**

1. The Medical Center shall provide fully paid, to each regular full-time employee, life insurance and dismemberment coverage in the amount of seventeen thousand and five hundred dollars (\$17,500) with double indemnity coverage in this amount in the event of accidental death. Effective July 1, 1997, the above will be raised to forty thousand dollars (\$40,000).

2. Part-time employees classified as PT3 shall receive five-thousand dollars (\$5,000) life insurance coverage with double indemnity in the event of accidental death.

3. If the employee fails to properly designate a beneficiary then the employee's estate shall receive the benefit.

## ARTICLE 37

### MEDICAL SERVICE

1. Physical examinations

A) At the time of hiring, all newly hired employees shall receive a physical examination by a licensed physician and at the Hospital's expense. Such physical examination shall include the following laboratory and x-ray tests:

Large Chest X-Ray

Serological Study

Urinalysis (Drug Screening)

CBC

Screening T.B. Test

B) Similar physical examinations shall be provided when recommended by the examining physician, or when an Employee is continued in employment beyond the normal retirement age, or when requested by the Medical Center's Administration.

C) Annual TB screening shall be provided for all employees. Employees assigned to and/or regularly working in high risk areas shall receive TB screening semi-annually.

2. Immunizations

A) The Hospital shall provide each employee with the opportunity for obtaining the following immunizations without charge:

Tetanus Toxoid Series or Booster

Influenza Immunizations

Recombivax (Hepatitis B Vaccine)

3. Illness on Duty

Emergency treatment for an employee who becomes ill while on duty shall be provided by the Medical Center without charge, except for those items which are covered by Blue Cross/Blue Shield insurance (or which would have been covered in the case of an eligible but non-participating employee).

Emergency treatment as utilized within this paragraph is/shall be the insurance carrier's definition of an emergency.

### ARTICLE 38

#### ON-THE-JOB INJURY AND COMPENSATION

1. Any employee who becomes injured because of the performance of his duties at the hospital, shall report that injury immediately on the hospital incident form, unless the employee's physical condition prevents him from doing so.

A) If the employee suffers lost time because of the injury received at work, Worker's Compensation will be paid in accordance with the provision of the Compensation Act of the State of Michigan.

B) In addition, such employee may receive supplemental compensation. Upon his return to work at his regular or other assigned employment, he may be entitled to payment of the difference between the amount of Worker's Compensation paid and the total take home pay he would have earned had the injury not occurred. Said difference shall be determined/calculated by the Human Resources department.

2. Worker's Compensation Procedures

A) Employees injured or taken ill in the line of duty i.e. the injury or illness is a direct resultant from performance of a job duty, shall report to the Employee Health Nurse, or the Emergency Room in her absence. Care will be provided by a physician appointed by the Employer. Should the employee elect to receive care at another hospital and under another physician's supervision, responsibility for provision of his or her care will be assumed by the individual, unless the emergency is of such severity that it could

cause undue suffering and/or loss of life or limb unless immediate provision is made for care. In such an event, the earliest possible notification is required in order that expenses may be assumed by the Employer.

B) If the injury is of a minor nature and would not preclude the performance of some duty (either regular or light) in the department, the employee will be returned to the department with the notation that he can perform regular or light duty and the nature of the light duty will be limited as indicated by the injury. Such employee will be assigned to work, as described above, if available.

C) Employees who have been off duty because of injury and have recovered sufficiently to be able to return either to full duty or light duty in the department will be so certified at the time they reach this status physically.

D) If it appears unlikely that the employee will ever be able to return to a gainful occupation in any capacity, the employee may request to be certified for possible consideration for a physical disability retirement. Normal procedures for disability retirement would then be referred to the City Finance Department.

## **ARTICLE 39**

### **PROTECTIVE CLOTHING, UNIFORMS AND IDENTIFICATION**

1. Employees shall have at least one hundred-eighty (180) days to comply with any new uniform requirement.

2. If any employee is required to wear protective clothing or any type of protective device as a condition of employment, such clothing or equipment shall be paid for and maintained by the Employer.

Officers normally assigned duties outdoors shall be provided with winter hats and winter coats at the expense of the employer. The coats and hats shall remain the property of the Employer and the employee shall be responsible for cleaning and maintaining the coat issued to them.

The Employer shall provide handcuffs of suitable quality to each employee that is directly responsible for security functions. These handcuffs shall remain the property of



the Employer and routine cleaning and maintaining of the handcuffs shall be the responsibility of the employee to whom they are issued. Employees that presently own suitable handcuffs shall be given a twenty dollar (\$20) voucher for uniform supplies from an approved supplier.

3. Uniforms shall be unadorned except for school, association and award pins. Employees shall not wear earrings (except posts), bracelets, necklaces, or other such decorative jewelry while in uniform and on duty. Engagement, wedding, and class rings are not considered jewelry under this section. Each employee shall have a working time piece in his/her possession when on duty.

4. Uniform pieces which may be acquired via payroll deduction by temporary employees are limited to shirts, pants, ties, belts and shoes.

5. Employees shall be issued identification cards by the employer. Employees shall wear the identification card with the photograph displayed, and it shall be attached by a means provided by the Employer on the shirt, between the shoulder and the waist. Employees will be required to pay five dollars (\$5.00) to replace lost access/identification cards. Temporary employees will be required to pay a \$10.00 fee for a badge, \$5.00 of which will be refundable upon the return of the badge.

6. Any personal property or property issued to the employee by the employer which is damaged in the course of the employee's employment shall be repaired or replaced at reasonable and customary cost at the expense of the employer, provided that any replaced article shall be surrendered to the employer. Any disagreement as to whether an article should be repaired or replaced shall be addressed through the grievance procedure.

Said repair or replacement shall be limited as follows:

- A. Not more than fifty dollars (\$50) shall be allowed for any time piece.
- B. Any item submitted for repair or replacement that is worn or carried in violation of the policies of the employer shall not be subject to this provision.

## ARTICLE 40. FULL-TIME AND PART-TIME BENEFITS

"This section is intended as a guide/over-view of the benefits that apply to members of the bargaining unit, not a definitive statement of those benefits. No part of this section supersedes any portion of this contract, any law, or any regulation that may be in conflict with this section.

All benefit provisions of this contract shall accrue to full-time employees.

None of the benefit provisions of this contract shall accrue to part-time employees, except as specifically noted.

Temporary employees will receive benefits which are required by law; e.g., overtime for working more than eighty (80) hours in a pay period and/or more than eight (8) hours in a day. Temporary employees also receive night bonus and liability coverage.

1. Part-time employees with a status of less than thirty (30) hours per week (i.e. PT2) shall receive the following benefits:

- Article 16 Normal Work Schedule and Overtime  
Sections A(2), A(3), A(5), A(6), A(7);  
Sections B(1), B(2), B(3), B(6), B(7)
- Article 17 Emergency Call-In
- Article 18 Holidays and Holiday Premium (when worked)
- Article 20 Night Bonus
- Article 21 Shift Preference Statement
- Article 25 Emergency and Bereavement Leave (may be granted but without pay)
- Article 26 Inclement Weather (with pay)
- Article 27 Maternity Leave
- Article 28 Family Leave (if qualified)
- Article 29 Military Leave
- Article 30 Jury Duty/Civic Duty (when scheduled)
- Article 32 Educational Courses
- Article 33 Liability and Insurance Coverage
- Article 34 Retirement (must work 80 hours a month)

- Article 37 Medical Service
- Article 38 On the Job Injury and Compensation
- Article 39 Protective Clothing, Uniforms and Identification
- Article 45 Compensation Regulations

2. Part-time employees with a status of thirty (30) hours or more per week, i.e., PT3) shall receive the following benefits:

- Article 16 Normal Work Schedule and Overtime  
Sections A(2), A(3), A(5), A(6), A(7);  
Sections B(1), B(2), B(3), B(5), B(6) B(7)
- Article 17 Emergency Call-In
- Article 18 Holidays and Holiday Premium (when worked)
- Article 20 Night Bonus
- Article 21 Shift Preference Statement
- Article 24 Sick Leave/Personal Days/Sick & Accident
- Article 25 Emergency and Bereavement Leave (may be granted by without pay)
- Article 26 Inclement Weather (with pay)
- Article 27 Maternity Leave
- Article 28 Family Leave (if qualified)
- Article 29 Military Leave
- Article 30 Jury Duty/Civic Duty (when scheduled)
- Article 32 Educational Courses
- Article 33 Liability and Insurance Coverage
- Article 34 Retirement (must work 80 hours a month)
- Article 35 Hospitalization Insurance/Dental/Vision
- Article 36 Life Insurance
- Article 37 Medical Service
- Article 38 On the Job Injury and Compensation
- Article 39 Protective Clothing, Uniforms and Identification
- Article 45 Compensation Regulations

3. Full-time employees who are involuntarily reduced in status to part-time thirty (30) hours or more per week or a status of part-time less than thirty (30) hours per week by the Medical Center shall receive benefits as follows:

- Article 16 Normal Work Schedule and Overtime  
Sections A(2), A(3), A(5), A(6), A(7);  
Sections B(1), B(2), B(3), B(5), B(6), B(7)
- Article 17 Emergency Call-In
- Article 18 Holidays and Holiday Premium (when worked)
- Article 20 Night Bonus
- Article 21 Shift Preference Statement
- Article 23 Vacations (pro-rata)
- Article 24 Sick Leave (pro-rata) / Personal Days (pro-rata) / Sick & Accident
- Article 25 Emergency and Bereavement Leave (pro-rata)
- Article 26 Inclement Weather (with pay)
- Article 27 Maternity Leave
- Article 28 Family Leave (if qualified)
- Article 29 Military Leave
- Article 30 Jury Duty/Civic Duty (when scheduled)
- Article 32 Educational Courses (pro-rata)
- Article 33 Liability and Insurance Coverage
- Article 34 Retirement (must work 80 hours a month)
- Article 35 Hospitalization Insurance/Dental/Vision
- Article 36 Life Insurance
- Article 37 Medical Service
- Article 38 On the Job Injury and Compensation
- Article 39 Protective Clothing, Uniforms and Identification
- Article 45 Compensation Regulations

4. Part-time employees with a status of thirty (30) hours or more who are involuntarily reduced in status to part-time less than thirty (30) hours per week shall receive the following benefits:

- Article 16 Normal Work Schedule and Overtime  
Sections A(2), A(3), A(5), A(6), A(7);  
Sections B(1), B(2), B(3), B(6), B(7)
- Article 17 Emergency Call-In
- Article 18 Holidays and Holiday Premium (when worked)
- Article 20 Night Bonus
- Article 21 Shift Preference Statement
- Article 24 Sick Leave (pro-rata) / Personal Days (pro-rata) / Sick and Accident
- Article 25 Emergency and Bereavement Leave ( may be granted but without pay)
- Article 26 Inclement Weather (with pay)
- Article 27 Maternity Leave
- Article 28 Family Leave (if qualified)
- Article 29 Military Leave
- Article 30 Jury Duty/Civic Duty (when scheduled)
- Article 32 Educational Courses
- Article 33 Liability and Insurance Coverage
- Article 34 Retirement (must work 80 hours a month)
- Article 35 Hospitalization Insurance/Dental/Vision
- Article 36 Life Insurance
- Article 37 Medical Service
- Article 38 On the Job Injury and Compensation
- Article 39 Protective Clothing, Uniforms and Identification
- Article 45 Compensation Regulations

5. Involuntary part-time workers shall be scheduled not more than three (3) weekends in a four (4) week schedule except on a voluntary basis. Thirty (30) hour or more workers with four (4) years or more of service shall be scheduled in the same manner.

6. Involuntary part-time people shall get priority for placement on full-time status, given qualifications and full-time openings.

7. Part-time employees shall be offered full-time vacant positions within their classifications, prior to hiring any new employees. Such vacant positions will be offered based upon seniority of the part-time employee. If an employee refuses to accept a vacant full-time position, that employee will not be offered any future full-time vacancy until all part-time employees have first been offered a full-time vacant position as they occur.

#### **ARTICLE 41 CIVIL SERVICE**

All provisions of the Charter of the City of Flint relating to the Civil Service Commission, City of Flint unless modified by this contract, are made part of this contract.

#### **ARTICLE 42 PROMOTIONS/TRANSFERS/EXAMINATIONS**

1. Employees requesting time off for the purpose of taking any examination to be administered by Hurley Medical Center Personnel Department shall be permitted to take a maximum of two (2) examinations per year without being charged for time lost.

2. An examination shall include the written and oral portions of a single examination procedure and any necessary job interviews after such examinations, but not to exceed two (2) days for one (1) exam. Examinations administered during non-scheduled work hours of an employee shall be taken at the option of the employee without debit or credit to his working hours.

3. Employees will be granted permission to take no more than two (2) additional examinations without loss of pay, provided that approval is obtained from the Personnel Office on the basis that such examinations are related to Hospital employment.



## **ARTICLE 43**

### **STEP ADVANCEMENT**

1. Employees who are re-hired within two years after resignation shall be given all of such credit as their prior service indicates.

2. Credit towards step advancements in the Compensation Plan shall accrue only for continuous service. Continuous service as used in this agreement shall mean employment uninterrupted by resignation or discharge, provided that employees shall not receive credit for step advancements for absences without pay for longer than two (2) calendar weeks, except that approved educational leave time shall receive such credit.

## **ARTICLE 44**

### **VETERANS RIGHTS**

All provisions of state and federal laws relating to returned servicemen are made a part of this agreement.

## **ARTICLE 45**

### **COMPENSATION REGULATIONS**

1. Salary and Wages shall be paid in accordance with the Compensation Schedule attached hereto, established pursuant to negotiations.

2. No employee shall receive compensation for time not expended in Hospital employment except for certain holidays and for vacation, sick or emergency leaves as provided herein and earned pursuant to this agreement and except as may be provided in the compensation plan. Deductions from the earnings of the employees shall be made on the basis of the hourly rate for time lost.

3. A part-time employee who transfers to full time will be placed in that step of the pay plan for which his total accumulated hours of work shall entitle him and shall receive full credit for all hours worked in determining future rate increases while a full-time employee.

4. Any alleged pay shortages of employees caused by the Employer, upon verification by the Personnel Department, will, upon request, be paid within twenty-four

(24) hours except on weekends. Any overpayment to employees will be collectable in full by the Medical Center. The employee will be notified in writing of the overpayment and will be instructed to contact the Payroll department with regards to working out a repayment program. However, if the employee fails to cooperate, the Medical Center will have the right to withhold payment from the employees paycheck not exceeding 25% of the employees net pay until repayment is made. Any underpayment/overpayment shall be limited to the previous twenty-four (24) calendar months. Any disagreement may be taken up through the normal grievance procedure.

5. When a full-time employee voluntarily transfers to a part-time status, he shall remain in that step of the pay plan to which his accrued longevity entitles him. If and when he returns to full time status, he shall be placed in that step of the pay plan for which his total accrued seniority, including his part-time hours, shall entitle him.

6. The pay days are alternating Fridays. When a recognized legal holiday falls on a regular pay day, the pay day will be one day earlier. The pay period covers the two weeks prior to the Monday preceding the payday. However, the Medical Center may change the last day of the pay period from Sunday to Saturday. Paychecks for all full-time and part-time employees who work on the afternoon shift will be made available on Thursday afternoon of payday weeks. However, the preceding provision may not be possible if a legal holiday falls on another weekday immediately preceding a regular payday.

7. Unemployment Compensation benefits are payable through Michigan Employment Security Commission, as prescribed by the State of Michigan.

8. Notice Changes - Employees shall report any changes of home address or telephone number to the Personnel Office so that records may be corrected accordingly. Changes in the status of dependents on the Withholding Exemption Certificate should also be reported.

9. Should direct deposit of paychecks become available, it shall be offered on a voluntary basis to members of the bargaining unit.

Charge Officers shall be paid an additional one dollar (\$1.00) per hour worked while serving in that capacity.

#### **ARTICLE 46**

##### **AUTHORIZED PAYROLL DEDUCTIONS**

1. Employees may authorize the following deductions in their paychecks: Blue Cross, withholding tax, retirement fund, savings bond, payment of union dues, Credit Union, hospital accounts and other deductions as applicable.

2. Employees should, as soon as possible, report any changes of home address or telephone number to the Personnel Office so that records may be corrected accordingly. Changes in the status of dependents on the withholding exemption certificate should also be reported.

#### **ARTICLE 47**

##### **SUPPLEMENTAL AGREEMENTS**

Supplemental agreements to this contract shall be negotiated at the request of either party. Such requests shall be made in writing and shall include the proposal(s) to be negotiated.

#### **ARTICLE 48**

##### **COPIES OF CONTRACTS**

The employer shall provide each member of the bargaining unit with a copy of this agreement.

#### **ARTICLE 49**

##### **SAVINGS CLAUSE**

Any section of this agreement which is ruled inconsistent with present or future state or federal laws or statutes or the Charter of the City of Flint shall become null and void without effect on the remaining sections.

## **ARTICLE 50**

### **SUCCESSORSHIP CLAUSE**

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, 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 of either party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind of ownership or management of either party hereto or of any separable independent segment of either party hereto.

## **ARTICLE 51**

### **TERMINATION OF AGREEMENT**

1. This agreement shall be effective as of July 1, 1998, except for those provisions with other effective dates specifically indicated. No provision shall be applied retroactively, unless specifically indicated. This agreement shall remain in full force and effect until June 30, 2001. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) to one hundred and twenty (120) days prior to the anniversary date, that it desires to modify this agreement.
2. In the event that the above mentioned notification takes place, negotiations shall commence not less than sixty (60) days prior to the expiration of this agreement.
3. This agreement shall remain in full force and effect during said negotiations unless either party notifies the other in writing not less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date of this agreement or, in the event of an automatic extension as described in paragraph one (1) of this agreement, the anniversary date of the expiration of this agreement.

## ARTICLE 52

### WITHHOLDING OF SERVICES

1. It is recognized by all parties bound to this agreement that the need to provide clinical excellence and services to people is of paramount importance and interruption in such service is not in the best interest of any party bound or related to this agreement.
2. Adequate procedures exist for the equitable settlement of grievances arising under this Agreement. The Union agrees not to engage in or encourage any strike, sit-down, stay-in, slow-down or organized usage of sick time which would interfere with the treatment and welfare of the patients during the term of this Agreement.
3. It is understood that the Union shall have recourse through the grievance procedure as to matters of discipline arising out of alleged actions in violation of section two (2) of this article.
4. The employer will not lock out any employees during the term of this agreement.
5. The Employer shall have the right to discipline or discharge any employee participating in such interferences, and the Union agrees not to oppose such action. It is understood, however, that the Union shall have recourse to the grievance procedure as to matters of fact and the reasonableness of the penalty in such occurrences.

**LETTER OF UNDERSTANDING  
BETWEEN  
HMC AND AFSCME PUBLIC SAFETY UNION**

In the spirit of cooperation, the parties have reached the following agreement regarding the use of temporary part-time employees.

The parties above agree that employees will be maintained in the status of temporary part-time for no longer than a period of 90 days. If Management desires to maintain an individual temporary employee beyond 90 days, this must be by mutual agreement between the Union and Management.

In any event, if an individual employee is to be retained after 180 days of temporary service, this individual employee shall be made permanent.

<u>/s/ Thomas Ingram</u>	<u>11/11/98</u>
<u>/s/ Matt Mageli</u>	<u>11/11/98</u>
<u>/s/ Mickey Ferguson</u>	<u>11/11/98</u>
<u>/s/ Char McClain</u>	<u>11/11/98</u>
<u>/s/ Tom Greyerbiehl</u>	<u>11/11/98</u>

<u>/s/ Jay C. Kitson</u>	<u>11/11/98</u>
<u>/s/ Dawn Woodruff</u>	<u>11/11/98</u>
<u>/s/ Charley McClendon</u>	<u>11/11/98</u>

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**SETTLEMENT AGREEMENT  
DECEMBER 10, 1993**

1. Three year contract expiring June 30, 1996.
2. Economic re-opener July 1, 1994 which may or may not include an economic re-opener July 1, 1995.
3. Compensation schedule per attached agreement effective August 30, 1993.
4. Classification structure per attached agreement effective August 30, 1993. Additionally:
  - A. All current, permanent TCO's will be grand fathered to PSO Level IV regardless of their length of service or education. Advancement to higher pay levels will be based on time served from August 30, 1993 and meeting all minimum requirements (including college credits) as defined on the attached agreement.
  - B. All current, permanent dual TCO/PSO's will be grand fathered to PSO Level V regardless of their length of service or education. Advancement to PSO VI will be based on time served from August 30, 1993 and meeting all minimum requirements (including college credits) as defined on the attached agreement.
  - C. All current, permanent PSO's will be grand fathered to PSO VI regardless of their length of service or education.
5. Shift Preference Statement per Management Proposal dated October 18, 1993, with the following addition:

At the time of submitting shift preference requests, employees may also submit a preference for inside assignments. Such requests shall be granted on a day by day basis if possible based on seniority comparisons of those PSO's currently working. Should an employee believe that he or she is entitled to an inside assignment based on this provision, it shall be his or her responsibility to bring the issue to management's attention in a timely manner which would allow for adjustments in deployment.
6. The following article from AFSCME Local 1044 Contract with the Medical Center expiring June 30, 1993 are made part of this agreement:

<u>Article</u>	<u>Title</u>
7	Layoff and Recall
19	Holidays
20	Special Holidays
21	Night Bonus
23	Personal Leaves of Absence
24	Vacations
25	Sick Leave except replace payoff language with RN payoff language attached.
34	Dental and Optical Portions Only except increase coverage for frames from \$30 to \$50
44	Compensation Regulations adding that the Medical Center may change the last day of the pay period from Sunday to Saturday.
51	Successorship Clause

7. Management's Maternity Leave Proposal Dated Nov. 4, 1993

8. Involuntary Part-Time Language:

Full time employees reduced to a part-time status (as well as part-time employees reduced from a 30 hour status to a less than 30 hour status) shall retain eligibility for any insurance coverages provided to them in the higher status. Employees reduced in status as described above shall continue to accrue any paid time off benefits provided in the higher status, but such accruals will be on a pro-rata basis.

9. Increase in educational reimbursement:

Full time: from \$600 per year to \$1600 per 2 years Part Time 3: from \$300 per year to \$800 per 2 years Part Time 2: \$400 per 2 years

10. Hospitalization - Effective 2/1/94, full time and those part-time employees with a status of thirty or more hours per week will have the following choices (Members keep current health care until 2/1/94):

A. BC/BS PPO With Master Medical (MVF2) - No premium co-pay

- B. BC/BS Traditional With Master Medical ((MVF2) -  
Monthly Premium Co-pay - maximums  
Single - \$17.66      Couple - \$39.95      Family - \$41.24
- C. Health Plus - Monthly Premium Co-pay - maximums  
Single - \$0      Couple - \$30.02      Family - \$47.92
- D. Blue Care Network - Premium Co-pay - maximums  
Single - \$1.51      Couple - \$31.84      Family - \$11.14

Failure on the part of the employee who elects an insurance with premium co-pay to pay the co-pay will result in cancellation of the insurance coverage. Additionally, in January 1994 an open enrollment period of three (3) weeks will be scheduled to allow eligible employees to choose between either of the available HMO's with premium co-pay, the Blue Cross/Blue Shield PPO or the Traditional Blue Cross/Blue Shield with premium co-pay. Should an eligible member not select one of the above options, they will be placed in/receive the PPO. Additionally, the premium co-pays for the HMO's listed above as maximums represent current maximums, and may increase. The monthly HMO premium is the cost of the monthly HMO insurance less the monthly cost of a Blue Cross/Blue Shield PPO Insurance plan.

11. The Medical Center agrees to maintain a minimum of twenty-one full time bargaining PSO positions. This agreement in no way restricts the Medical Center in terms of layoffs, staffing levels, or hours of work. In the event that the staffing minimum is met and it becomes necessary to consider further reduction as opposed to layoffs due to unforeseen circumstances (i.e.: government regulations, changes in reimbursement methods, etc.) the Medical Center reserves the right to approach the bargaining unit regarding altering the staffing minimum and the bargaining unit acknowledges that such consent will not be unreasonably withheld.
12. Temporary TCO's as of the date of ratification of this agreement will become temporary PSO's Level IV unless there is a break in service. Should such temporary employees become permanent with no break in service, he or she will begin their permanent employment as a PSO IV at the starting hourly rate.
13. Recognition Clause per attached agreement.
14. Union Business Section per attached agreement.
15. Union Activities on Employers Time and Premises per attached agreement.
16. Health insurance (including the ability to purchase optical and dental coverage) for retirees as provided in AFSCME 1044 contract expiring June 30, 1993.
17. Normal Work Schedule and Overtime per attached agreement.

18. Termination Clause per attached agreement.
19. FMLA per management proposal November 4, 1993.
20. The Director of Labor Relations and the Union President will draft and include in the printed contract a listing of benefits provided by status (FT, PT3, PT2, IPT3, and IPT2) provided by this agreement. Temporary employees receive no benefits which are not required by law (i.e: overtime, etc.)
21. All previous Tentative Agreements reached during these contract negotiation:
 

Medical Service	-	September 22, 1993
Promotions	-	September 22, 1993
Seniority	-	September 22, 1993
Union Representation	-	September 22, 1993
On-the-Job Injury	-	September 22, 1993
Examinations, Step	-	September 22, 1993
Advancement, Veterans		
Rights, Civil		
Service, Payroll		
Deductions, Suppl.		
Agreements, Copies of		
Contracts & Savings		
Clause		
Protective Clothing	-	September 10, 1993
Management Rights	-	September 10, 1993
Withholding Services	-	September 10, 1993
Educational Leave	-	September 10, 1993
Military Leave	-	September 3, 1993
Retirement	-	August 13, 1993
Emergency & Bereave	-	August 13, 1993
Inclement Weather	-	August 13, 1993
Jury Duty	-	August 13, 1993
Liability Coverage	-	August 13, 1993
Special Conferences	-	August 13, 1993
Emerg. Call In	-	August 13, 1993
Union Bulletin Boards	-	July 28, 1993
Agency Shop	-	July 22, 1993
Grievance Procedure	-	July 22, 1993
Life Insurance	-	July 19, 1993
Meeting Space	-	July 12, 1993
Pledge Against Discr.	-	July 7, 1993
Due Check Off	-	July 7, 1993
Preamble	-	July 7, 1993

FOR THE UNION

Terry Jones /s/	12/10/93
John McFadden /s/	12/10/93
Tom Ingram /s/	12/10/93

FOR THE MEDICAL CENTER

Jay C. Kitson /s/	12/10/93
Charley McClendon /s/	12/10/93
Sam W. Blevins /s/	12/10/93
Lisa E. Foster /s/	12/10/93

SETTLEMENT AGREEMENT  
BETWEEN  
HURLEY MEDICAL CENTER AND PSPO

CLASSIFICATION

PUBLIC SAFETY OFFICERS: Shall perform security and service functions as assigned. These functions shall be consistent with those duties traditionally performed by members of the bargaining unit.

The minimum entrance requirements for PSO Level 1 shall be:

- A. No felony convictions
- B. Valid Michigan drivers license
- C. Less than six points on driving record
- D. Six months security experience in a proprietary security department or in the employ of a licensed guard agency; or eight semester credits in the field of Criminal Justice from an accredited college.

Upon meeting the following criteria, an employee who notifies the Department of Public Safety that said criteria has been met, shall submission of proper documentation, be advanced in not less than thirty days to the indicated level. Management retains the right to modify the minimum entrance requirements for PSO 1. (References to college credit hours are semester hours, quarter hours will be accepted on a ratio of one semester hour equals 1.5 quarter hours).

Minimum entrance requirements for PSO 2 through 6 shall be:

PSO Level 2

- 1. Six (6) months (1040 hours) service as a PSO Level 1.
- 2. Successful completion of original probationary period.

PSO Level 3

- 1. One (1) year (2080 hours) of service as a PSO Level 2.
- 2. Last performance appraisal at least satisfactory overall rating.
- 3. Not on form letter for attendance.
- 4. Six (6) college credits in Criminal Justice, Sociology, Psychology or Human Relations.

PSO LEVEL 4

- 1. One (1) year (2080 hours) of service as a PSO Level 3.
- 2. Last performance appraisal at least satisfactory overall rating.
- 3. Not on form letter for attendance.



4. Twelve (12) college credits at least eight of which shall be Criminal Justice, Sociology, Psychology or Human Relations.

PSO LEVEL 5

1. Two (2) years (4160 hours) of service as a PSO Level 4.
2. Last performance appraisal at least satisfactory overall rating.
3. Not on form letter for attendance.
4. Thirty (30) college credits, sixteen of which shall be Criminal Justice, Sociology, Psychology or Human Relations.

PSO LEVEL 6

1. Two (2) years (4160 hours) of service as a PSO Level 5.
2. Last performance appraisal at least satisfactory overall rating.
3. Not on form letter for attendance.
4. Forty-five (45) college credits, twenty-one of which shall be Criminal Justice, Sociology, Psychology or Human Relations.

FOR THE UNION

<u>Terry Jones /s/</u>	<u>12/10/93</u>
<u>John McFadden /s/</u>	<u>12/10/93</u>
<u>Thomas Ingram /s/</u>	<u>12/10/93</u>

FOR HMC

<u>Jay C. Kitson /s/</u>	<u>12/10/93</u>
<u>Charley McClendon /s/</u>	<u>12/10/93</u>
<u>Lisa Foster /s/</u>	<u>12/10/93</u>
<u>Sam Blevins /s/</u>	

**HURLEY MEDICAL CENTER  
SETTLEMENT AGREEMENT  
BETWEEN  
PSPO AND HURLEY MEDICAL CENTER  
AUGUST 10, 1994**

1. Across-the-board wage increases as follows:  
July 1, 1994 - 3.0% Minus \$0.01 from each step of pay plan.  
January 1, 1995 - 2.0%  
July 1, 1995 - 2.0%
2. Hospitalization for future retirees increased from \$150/100 to \$150/125.
3. Effective January 1, 1995, and subject to final approval by the Federal Government, employee pension contributions will be paid in pre-tax dollars.
4. Employees with a status of PT2 may purchase Blue Cross PPO coverage at Hurley's current premium rates, subject to the following provisions:
  - A. Employees may purchase such insurance effective January 1, 1996. Costs will be Hurley's current premiums and adjusted periodically based on changes in the Blue Cross premium rates.
  - B. Pending necessary Section 125 approvals, employees premiums will be made in pre-tax dollars.
  - C. Employees will pay for insurance through payroll deduction. If earnings are insufficient to cover premiums, the shortage will go into arrears. The Medical Center may then bill the employee. If payment is not made by the due date on the bill, the insurance will be canceled, and insurance cannot be repurchased until the next open enrollment period.
  - D. The above mentioned implementation date is subject to Section 125 approvals and the Medical Center's ability to provide for the administration of the insurance program. The Medical Center retains the right to alter the date for good cause.
5. The Medical Center will pursue the necessary approvals (IRS Section 125) to offer to buy back Health care Insurance from employees who do not choose to enroll in a hospitalization program offered by the Medical Center. Employees will receive \$45.00 per pay period taxable income in exchange for choosing no Health care coverage. Employees who receive such payment will not be eligible for the hospital discount program. Changes in Health care coverage (such as re-enrollments) will be allowed based on changes in family status (such as marriage, death, birth, divorce, etc.) per IRS Section 125 regulations.

PSPO

HURLEY MEDICAL CENTER

Terry Jones /s/

Charley McClendon /s/



**HURLEY MEDICAL CENTER  
CONTRACT AGREEMENT  
BETWEEN  
HURLEY MEDICAL CENTER AND PSPO ORGANIZATION  
OCTOBER 22, 1996**

1. Two (2) year contract effective July 1, 1996 and expiring June 30, 1998.
2. All tentative agreements signed to date.
3. Effective July 1, 1996, 2.0% increase to the base wage scale.
4. Effective July 1, 1997, 1.5% increase to the base wage scale.
5. Effective July 1, 1997, increase life insurance coverage for eligible members to \$40,000.
6. Effective July 1, 1997, increase dental maximums for Class I and II benefits to \$1,000 per year and increase Class III benefits to \$1,000 life time maximum.
7. Effective July 1, 1997, increase tuition reimbursement for full time employees to \$2,000 per two years; increase tuition reimbursement for Pt3 (greater than 30 hours/week) employees to \$1,200 per two years; and increase tuition reimbursement for Pt2 (less than 30 hours/week) employees to \$800 per two years.
8. The Medical Center may offer eligible members the choice of an M-Care/Hurley PHO health insurance option effective January 1, 1997.
9. Effective January 1, 1997, the sick and accident insurance program weekly maximum benefit is raised to \$310. The Medical Center may change insurance carriers for this coverage.
10. The following provision will apply only to those members who become eligible for health care insurance on or after January 1, 1997, and will not apply to any current member who is eligible for health insurance benefits:

Effective January 1, 1997, employees in the bargaining unit who become eligible for health insurance coverage may only select coverage which includes a \$300 inpatient co-payment waived for treatment received at Hurley, or treatment which is not part of Hurley's services, or treatment which is provided on an emergency basis, or out of Hurley's service area, i.e., the GLS region. Members and their covered spouses/dependents who are inpatients at Hurley Medical Center will not be charged

additional fees for basic telephone service, basic television service or for private rooms when available.

11. Delete the following sentence from paragraph 1 of Article 25 of the current collective bargaining agreement between the parties.

"Employees shall also be granted leave with pay up to 1/2 day for purposes of attending funerals of other close relatives."

Replace the above deleted sentence with the following:

Employees shall also be granted leave with pay up to 1/2 day for the purposes of attending funerals of other close relatives, however, no travel time shall be paid. Travel time shall only be paid for immediate family as defined above.

**FOR THE UNION**

**FOR THE MEDICAL CENTER**

<u>Thomas Ingram</u>	<u>10/22/96</u>	<u>Jay C. Kitson</u>	<u>10/26/96</u>
<u>Matt Mageli</u>	<u>10/22/96</u>	<u>Charley McClendon</u>	<u>10/22/96</u>
_____		<u>Brenda Hardy</u>	<u>10/22/96</u>

**HURLEY MEDICAL CENTER  
CONTRACT AGREEMENT  
BETWEEN  
AFSCME PUBLIC SAFETY AND HURLEY MEDICAL CENTER  
November 20, 1998**

1. Three year contract expiring June 30, 2001.
2. Wages:
  - a. Effective July 1, 1998 - 3.0% across-the-board increase
  - b. Effective July 1, 1999 - 3.0% across-the-board increase
  - c. Effective July 1, 2000 - 3.0% across-the-board increase
3. 4% Weekend Differential (8:00 a.m. Saturday through 8:00 a.m. Monday) effective the pay period following ratification by both parties.
4. Charge Officer pay increased by \$.50, i.e., (to \$1.00) effective the pay period following ratification by both parties.
5. Management may implement an optional defined contribution pension program for new employees hired after 1/1/99. Employees who choose this program will not be allowed to participate in either of the current City of Flint retirement program, i.e., (Contributory or Non-Contributory.) For the new defined contribution program, the Medical Center will contribute 4.5%. Vesting will be at five years and employee contributions will be determined by the parties considering applicable laws. The remainder of the program to be developed by the parties including the possibilities of other members opting into the new system.
6. Any Officer who has failed to accept voluntary overtime continuously for twelve (12) consecutive weeks will have his or her name removed from the overtime list. The employee may have his or her name returned to the overtime list at any time by written request.
7. Part-time employees requesting and granted limited schedules waive all rights to equalization of hours during the limited schedule.
8. All items tentatively agreed upon to date:
  - a. AFLAC
  - b. Temporary Employees
  - c. Posting of Schedules
  - d. Sick/Vacation/Personal Days used in two (2) hour increments
  - e. Clarification of Emergency and Bereavement Leave Documentation
  - f. Automatic Time and Attendance System



- g. Payroll Deduction for Uniforms - Temporary employees
- h. Replacement Costs for ID badges
- i. Shift preference

<u>/s/ Thomas Ingram</u>	<u>11/20/98</u>
<u>/s/ Matt Mageli</u>	<u>11/20/98</u>
<u>/s/ Char McClain</u>	<u>11/20/98</u>
<u>/s/ Mickey Ferguson</u>	<u>11/20/98</u>
<u>/s/ Tom Greyerbiehl</u>	<u>11/20/98</u>

<u>/s/ Jay C. Kitson</u>	<u>11/20/98</u>
<u>/s/ Charley McClendon</u>	<u>11/20/98</u>
<u>/s/ Dawn Woodruff</u>	<u>11/20/98</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE  
 PUBLIC SAFETY PROFESSIONALS ORGANIZATION  
 JULY 1, 1998

	1/6MOS	2/6MOS	2YR	3YR	4YR	5YR	11/15YR	16/20YR	21YR+
LEVEL 1	7.9880	8.2737	8.5593	8.9591	9.1307	9.2450	9.3592	9.4164	9.4735
LEVEL 2		8.6736	9.1307	9.6449	9.8506	9.9878	10.1020	10.1591	10.2164
LEVEL 3			10.1935	10.2734	10.6162	10.8106	10.9361	11.0390	11.1648
LEVEL 4	10.9820	11.1190	11.2561	11.5075	11.7704	12.0333	12.1818	12.3531	12.5817
LEVEL 5	11.3019	11.4733	11.6447	11.9874	12.2733	12.5588	12.7304	12.9017	13.1302
LEVEL 6	12.1931	12.3303	12.5132	12.8103	13.1302	13.4388	13.6216	13.8158	14.0902

CHARGE OFFICERS PAID \$ 1.0000 DIFFERENTIAL

3% EFF 7/1/98

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE  
 PUBLIC SAFETY PROFESSIONALS ORGANIZATION

JULY 1, 1999

	1/6MOS	2/6MOS	2YR	3YR	4YR	5YR	11/15YR	16/20YR	21YR+
LEVEL 1	8.2276	8.5219	8.8161	9.2279	9.4046	9.5224	9.6400	9.6989	9.7577
LEVEL 2		8.9338	9.4046	9.9342	10.1461	10.2874	10.4051	10.4639	10.5229
LEVEL 3			10.4993	10.5816	10.9347	11.1349	11.2642	11.3702	11.4997
LEVEL 4	11.3115	11.4526	11.5938	11.8527	12.1235	12.3943	12.5473	12.7237	12.9592
LEVEL 5	11.6410	11.8175	11.9940	12.3470	12.6415	12.9356	13.1123	13.2888	13.5241
LEVEL 6	12.5589	12.7002	12.8886	13.1946	13.5241	13.8420	14.0302	14.2303	14.5129

CHARGE OFFICERS PAID \$ 1.0000 DIFFERENTIAL

3% EFF 7/1/99

