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## AGREEMENT

This Agreement is entered into this 1st day of April 1987 between the HealthSource Group (referred to as "HSG" or the "Employer") and AFSCME, Local 1850, (referred to as the Union") affiliated with AFSCME Council 25, AFL-CIO.

## PURPOSE

The purpose of this Agreement is to set forth the wages, hours and conditions of employment for employees represented by the Union for collective bargaining purposes.

The Employer and the Union encourage harmonious, cooperative and productive relationships between their respective representatives and among all employees generally.

## ARTICLE 1

### MANAGEMENT RIGHTS

It is understood and agreed that the Employer maintains full authority, control and discretion to manage and operate its business in an efficient manner without limitations, except those limitations set forth in this collective bargaining agreement.

## ARTICLE 2

### UNION RECOGNITION AND SECURITY

**Section 1.** HSG for the term of this agreement recognizes the Union as a sole and exclusive collective bargaining representative for those employees employed in those job classifications set forth in the wage schedules.

**Section 2.** Temporary employees, casual employees and co-op students are excluded from the bargaining unit and the Union shall have no authority or responsibility with respect to such employees.

**Section 3.** It shall be a condition of employment that all employees of HSG covered by this agreement who are members of the Union on the effective date of this Agreement shall remain members.

**Section 4.** Employees hired on or after the effective date of this Agreement, except those specially excluded by Section 2, shall upon completion of the probationary period of 520 regular hours become and remain members of the Union as a condition of continued employment

**Section 5.** The Employer will deduct from the wages due those employees whose written authorizations have been furnished to the Employer on forms provided by the Union all Union initiation fees, dues and service fees authorized by the Union and required of employees as a condition of continued employment. The Union shall certify to the Employer in writing any initiation fee, dues and service fee charges and the Employer thereafter shall have a reasonable period of time to implement the same for check off purposes. The Employer shall remit all deductions to the Union on a monthly basis after such deductions are made. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them.

**Section 6.** The Union shall indemnify and hold HSG harmless against any and all demands, claims, law suits or other forms of liability that may arise out of or by reason of action taken by the Employer in making payroll

deductions as provided herein or in complying with the Union security recognition or dues check off provisions of this agreement.

**Section 7.** The Employer will at its cost print and distribute copies of this agreement to all bargaining unit employees. An adequate number of additional copies will be made available to the Union.

### ARTICLE 3

#### UNION REPRESENTATION

**Section 1.** Employees will be represented by a bargaining committee of three employees. The bargaining committee shall not be paid by the Employer for time spent in negotiations, however, regularly scheduled work time missed by the bargaining committee due to negotiations will be considered hours worked for over time, seniority and benefit accrual purposes, and provided further that the local Union President may attend such sessions without loss of regular pay. The Union shall certify such time in writing to the Employer.

**Section 2.** The Employer will recognize two stewards, each of which shall work a different shift, for purposes of grievance investigation and processing purposes. The Union shall designate one of the stewards as Chapter Chairperson and shall notify the Employer accordingly.

**Section 3.** Stewards shall be elected or appointed as prescribed by the Union, and the names of such stewards shall be provided to the Employer.

**Section 4.** Stewards may investigate and present grievances to the Employer during the regular scheduled work hours without loss of time or pay, subject to their having received permission from their Supervisor to do so. It is understood and agreed that being released from work under this Article is strictly limited to the proper and timely handling of grievances and will not be abused.

### ARTICLE 4

#### GRIEVANCE PROCEDURE

**Section 1.** The parties intend that the grievance procedure shall serve as a means for the settlement of disputes as they arise concerning the interpretation or application of this Agreement.

It is understood that a grievance is defined as a complaint by an employee or group of employees based upon an event, condition or circumstance allegedly caused by a violation of any provision of this Agreement.

*Step 1.* An employee shall take up a grievance or dispute with the employee's Supervisor within five (5) days of the date of the occurrence of the facts giving rise to the grievance or when the employee should have reasonable knowledge of said occurrence. If the dispute cannot be resolved on an immediate basis, the steward shall reduce the grievance to writing and present it to the Supervisor. The Supervisor shall respond in writing to the Steward within five (5) days.

*Step 2.* If the Step 1 answer is unacceptable, the grievance may be presented in writing to the Materials Manager or his designee within five (5) days after the response of the Supervisor is due or given whichever date is earlier. The Materials Manager shall respond in writing to the Union within five (5) days.

*Step 3.* If the Step 2 answer is unacceptable the grievance may be presented by the Union to the Vice President of Labor Relations and Human Resources within five (5) days. The Vice President of Labor Relations and Human Resources shall respond in writing to the Union within five (5) days after the date of the third level meeting.

**Section 2. Conditions.** If the Union does not submit the grievance to the next step of the grievance procedure within the above listed time limitation, that grievance shall be considered settled on the basis of the employers last answer. The limitations of this paragraph shall not apply if due to exceptional or extreme circumstances. All time limits provided in the grievance procedure may by mutual written agreement be extended.

The Employer shall not be liable on a grievance claiming back wages or other financial reimbursement for a time period prior to thirty (30) calendar days prior to the time the grievance is submitted as provided in the grievance procedure.

At all steps of the grievance procedure requiring that the grievance be reduced to writing, the employee, and/or union representative, and representative of the Employer shall sign and date the grievance form.

## ARTICLE 5

### ARBITRATION

**Section 1.** Within five (5) calendar days following the Employer's Step 3 written answer or response, the Union through its local Union President and/or Counsel 25 Staff Representative may submit a grievance to arbitration by giving written notice to the Vice President of Labor Relations and Human Resources within the five (5) day period following the Step 3 answer received by the Union. If no such notice is given that grievance shall be considered settled on the basis of the Step 3 answer.

**Section 2.** The selection of an arbitrator shall be made under the rules and through the Administration of the Federal Mediation and

Conciliation Service or the American Arbitration Association, unless the parties agree otherwise.

**Section 3.** The arbitrators shall have no authority to add to or subtract from or otherwise modify any of the terms of this agreement.

The Arbitrator shall not disallow or deny a procedural or substantive defense unless the Arbitrator finds it was raised at such time or in a manner as to prejudice the other party from responding at the arbitration hearing. The decision of the Arbitrator shall be final and binding upon the employee or employees involved, the Union and HSG.

Unless otherwise expressly provided in this Agreement, the grievance and arbitration procedure shall be the sole and exclusive means for resolving any dispute between an employee, group of employees or the Union and the Employer involving the application, interpretation, alleged violation of one or more provisions of this Agreement.

The fees and expenses of the Arbitrator shall be shared equally by the Union and the Employer. The grievant and steward involved shall not lose time or pay for time spent in the arbitration hearing. Employees released to testify at an arbitration hearing shall not lose time nor pay as the result.

## ARTICLE 6

### DISCIPLINE AND DISCHARGE

**Section 1.** Employees with seniority will not be disciplined or discharged except for cause.

**Section 2.** The Employer has the right to establish and enforce reasonable rules of conduct and behavior which shall be observed. In addition, standards of personal or social conduct or behavior which a reasonable person knows or should know are unacceptable in the work place and will not be tolerated in the work area.

**Section 3.** Disciplinary action taken will include a verbal warning, written warning, suspension and discharge. Depending upon the nature of the infraction the Employer may bypass or repeat one or more steps of the disciplinary procedure.

For purposes of progressive discipline and discharge, the last level of discipline given will be repeated if twelve (12) or more months have passed without a further disciplinary incident.

Employer agrees to promptly notify the disciplined employee's steward of such discipline, and such notice shall be in writing.

**Section 4.** The Employer and the Union recognize their mutual interest in the investigation of discipline and discharge matters, and to that both agree to cooperate in the investigation and presentation of alleged employee misconduct matters.

## **ARTICLE 7**

### **SENIORITY**

**Section 1.** Seniority is defined as the employee's continuous service with HSG in the bargaining unit since his/her last date of hire after the effective date of the contract. Seniority shall also include continuous service with an affiliate of HSG prior to the effective date of this contract, for those employees actively at work as of the date of this Agreement. All hours worked will be credited on a straight time basis. All hours paid shall be considered hours worked for seniority purposes.

**Section 2.** Employees shall be considered probationary for the first 520 regular hours of employment and shall not accrue seniority during that period.

**Section 3.** The Employer shall furnish on a quarterly basis a seniority list to the Union.

**Section 4.** Notwithstanding their position on the seniority list, the stewards shall in the event of a lay-off be continued at work as long as there is a job in a bargaining unit that they can perform after a reasonable orientation period.

**Section 5.** Any employee covered by this Agreement who is promoted or transferred to a non-Union position shall not accumulate seniority while they work in the non-Union position. If he/she elects to return or is returned to the bargaining unit within one (1) year, their prior seniority shall be returned.

**Section 6.** Employees shall lose seniority and any employment status, right or benefit incident therof under the following circumstances:

The employee quits, retires, or is retired or is terminated for cause.

The employee is absent from work without permission for three successive scheduled work days.

The employee fails to report to work at a starting time of his shift on the fifth work day after being notified to report to work.

The employee is laid off for a period of two years or length of service whichever is shorter.



The employee falsifies information concerning a leave of absence.

The employee accepts employment elsewhere while on a leave of absence, or becomes self-employed for the purpose of making a profit while on the leave of absence, except as provided elsewhere in this agreement.

The employee is on a non-industrial disability leave of absence for a period of one (1) year or length of service, whichever is shorter. In the case of a work related injury, seniority will be lost after two (2) years on a leave of absent.

## ARTICLE 8

### HOURS OF WORK

**Section 1. Normal Work Day.** A normal work day consists of 8½ hours, which includes the rest and lunch periods set forth below. Employees who work a full normal work day receive eight (8) hours pay, except as otherwise specifically provided in this Agreement.

**Section 2. Normal Work Period.** A normal work period for payroll and other purposes consists of ten (10) normal work days within a designated fourteen (14) day period. A part-time employee is one who is hired or retained on an intended regular basis and is normally scheduled 32 hours to 64 hours within a pay period, without any minimum hours guarantee, however.

**Section 3. Shifts.** The Employer and the Union mutually recognize three (3) shift, designated first (1st), second (2nd) and third (3rd) shift. Employees are deemed first (1st) shift when fifty (50%) percent or more of their normal work hours are between 7:00 a.m. and 3:15 p.m. Employees are deemed second (2nd) shift when fifty (50%) percent or more of such hours are between 3:00 p.m. and 11:15 p.m., and third (3rd) shift when fifty (50%) percent or more of such hours are between 11:00 p.m. and 7:15 a.m.

**Section 4. Shift Premium.** Employees scheduled for a full normal work day, as defined above, four (4) or more hours of which is between 3:00 p.m. and 11:15 p.m., will receive a shift premium of (7%) percent times their base hourly rate for all such hours actually worked. Employees so scheduled between 11:00 p.m. and 7:15 a.m. will receive a ten (10%) percent shift premium on the same basis and under the same conditions.

Part-time employees scheduled less than a full normal work day of 8½ hours who work four (4) or more scheduled hours between the designated second and third shift periods will receive an appropriate shift premium fro all hours actually worked.

**Section 5. Rest and Lunch Periods.** Employees scheduled for a full normal work day, as defined above, will be granted a paid fifteen (15) minute rest period and a thirty (30) minute lunch period, half paid and half unpaid.

The taking and scheduling of rest and lunch periods are within the discretion of the Employer, taking into consideration the operational needs and interests of the work area and the needs and interests of the employees, and are further subject to the understanding that the same will not interfere with the efficiency of the area or the delivery of services.

Rest and lunch periods shall not accumulate, shall not be taken in conjunction with one another, and shall not be used to cover late arrivals or early departures.

**Section 6. Reporting Pay.** Employees released from a scheduled shift for lack of available work, as determined by the Employer, will be paid a minimum of four (4) hours pay at their regular rate of pay or for the number of hours actually worked, whichever is greater. Such employees will be credited with regular hours missed for seniority and benefit accrual purposes.

The above shall not apply however, where employees are released because of conditions beyond the reasonable control of the Employer, such as fire, riots, civil commotion, acts of God, etc., or where the employee is unable to continue working in a different capacity.

**Section 7. Call-In Pay.** Employees called in outside of their normal work day will be paid a minimum of three (3) hours at time and a half or their regular rate of pay for all hours actually worked, whichever is greater. This does not apply to employees called in prior to the start of their normal shift and who work continuously into their shift.

This section is intended to be used when an employee is called for a specific job for which the employee has a particular skill or ability, or under circumstances when the employee is not completing routine work due to the absence of another employee.

**Section 8. Overtime and Weekend Equalization.** Overtime and weekend work will be assigned equally to employees covered by this Agreement, to the extent practical and within the discretion of the Employer. Equalization will ordinarily be by job classification, shift and division, department or unit. Grievances alleging an abuse of discretion with respect to the equalization of overtime and weekend work shall be filed directly at Step 3 of the grievance procedure.

The purpose of the above is to ensure a relatively fair and equitable distribution of available or required overtime and weekend work. Equalization shall not, however, require calling in employees off work where the required work can be more reasonably, practically or

efficiently performed by employees already at work, such as in the case of splitting a full shift between shifts.

Employees shall not be required to work more than a reasonable amount of overtime. Employees will normally not be scheduled for more than every other weekend. Employees who have worked their full, normally scheduled weekends for the last six (6) months or who have made up any time missed on scheduled weekends and who are required to work an additional weekend will be paid time and a half for all hours worked that weekend.

**Section 9. Work Schedules.** Work schedules will be posted not less than ten (10) days prior to the beginning of the schedule. Employees will be notified of changes in the posted schedule.

## ARTICLE 9

### OVERTIME PREMIUM

**Section 1.** Except as otherwise provided below or elsewhere in this Agreement, employees will be paid overtime at time and a half (1½) their base rate of pay as follows:

- (a) Approved time worked within 24 hours in excess of a full normal work day, beginning with the start of the employee's full normal work day;
- (b) Approved time worked in excess of a full normal work period, and
- (c) Approved time worked in excess of seven (7) consecutive full normal work days, unless the employee agrees otherwise, or unless the situation occurs as the result of the employee accepting overtime between two (2) or more scheduled work periods of seven (7) or less consecutive full normal work days. The Union will be notified of any agreements between the employee and the Employer hereunder.

**Section 2.** Overtime premium shall not be pyramided, compounded, or paid twice for the same hours worked.

**Section 3.** All hours paid shall be considered in computing overtime. Hours worked on the eight (8) holidays will be counted toward the computation of overtime.

**Section 4.** Full-time employees working an unscheduled holiday for which less than four (4) hour advance notice to report is given will be paid double time for unscheduled hours worked that holiday. This shall not apply to employees paid stand-by however.

**Section 5.** Full-time employees working an unscheduled weekend for which less than four (4) hours advance notice to report is given will be paid time and a half for unscheduled hours worked that weekend.

## **ARTICLE 10**

### **TEMPORARY TRANSFERS**

Employees may be assigned to cover temporary or emergency vacancies by a temporary transfer.

Temporary assignments will be made first within the classification by increasing the number of hours of the part-time employees from the shift where the temporary assignment is to take place. If no employees from that shift are available to work, the hours will be offered within the classification to part-time employees from other shifts. After the availability of part-time employees within the classification have been exhausted, temporary assignments will be made outside of the classification.

Preference will be given to employees who volunteer for temporary assignments providing the employer is not required to pay premium pay. If there is more than one volunteer the assignments will be made on the basis of seniority on a rotational basis. If there are no volunteers, temporary assignments will be made on the basis of ability and inverse order of seniority on a rotational basis, first within the classification and shift then secondly by classification from other shifts.

In all instances the employee should have the basic ability to do the job after a brief familiarization period of three (3) days.

Temporary assignments to a higher paid position shall result in the employee being paid the higher rate. If the employee is temporarily assigned to a lower pay position the employee shall continue to receive his/her current rate.

Temporary assignment shall be equalized as much as possible and shall not exceed 30 calendar days for the same employee per occurrence unless mutually agreed upon between the employer and the Union.

## **ARTICLE 11**

### **JOB POSTING AND BIDDING**

The employer shall post all permanent full-time and part-time job openings covered by this collective bargaining agreement. Jobs shall be posted for five (5) calendar days and employees shall have the right to apply for said posted job by submitting a bid request. Applicants for the posted position should be selected on the basis of seniority and ability to

perform the available work. There shall be a trial period of 30 work days on the new position, during which time the employee may be rejected for failure to perform the required work. In addition, the employee shall within ten (10) days have the right to return to his former position.

Once an employee bids and is accepted on a new job, he or she shall be precluded from bidding again for nine (9) months except in the case of a promotional opportunity or a shift change.

## ARTICLE 12

### WORK FORCE REDUCTION AND RECALLS

**Section 1.** Work force reductions and recalls will be conducted based on the inverse order of bargaining unit seniority within the effective job classification. Temporary, casual and probationary employees will be laid off first within the affected classification.

**Section 2.** Affected seniority employees may accept the lay off or within five (5) working days of the date of lay off shall have the right to displace the least senior employee on any shift in a higher job classification in which he or she formally performed for a period or time in excess of 90 days in a permanent position. Further, an affected employee shall have the right to displace the least senior employee on any shift in an equal or lower level classification to protect either the employee's status. (full-time, part-time,) or shift. In all circumstances the displacing employee must have the ability to adequately perform the job following a job orientation or familiarization period of five (5) days.

**Section 3.** The Union and affected employees shall be notified 14 calendar days in advance of lay-off, if possible. If an employee does not receive 14 calendar days notice then he or she shall be paid two (2) weeks pay in lieu of notice.

**Section 4.** Employees who have been laid off or who have displaced a less senior employee shall be returned to their prior position based on seniority if said position becomes available. Any vacancies that become open from where there are no laid off employees shall be put up for bid, and the laid off employee shall not have recall rights to those positions, but shall have the ability to bid for said positions.

## ARTICLE 13

### HOLIDAYS

**Section 1.** The following are considered paid holidays for all full-time employees who have completed their probationary period: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day.

**Section 2.** Full-time employees, who are actively at work, will be paid eight (8) hour times the base rate of pay, excluding shift differential for each holiday provided they are otherwise eligible for holiday pay.

**Section 3.** Full-time and part-time employees with seniority who work on a holiday will be paid time and one-half for all such hours worked. Full-time employees will receive eight (8) hours holiday pay or a day off with pay in lieu thereof. Part-time employees will receive one (1) hour holiday pay for every two (2) hours worked on the holiday to a maximum of four (4) holiday hours.

**Section 4.** Holidays will be observed and paid on the calendar day on which they fall and will be considered as a consecutive 24-hour period beginning with the third shift on the eve of the holiday. Employees are scheduled and expected to work on holidays as is necessary to the reasonable staffing requirements of their employer.

**Section 5.** Employees who are absent without prior authorization on their last scheduled work day prior to or their first scheduled work day after a holiday or on a scheduled holiday to work shall forfeit all pay for the holiday.

## ARTICLE 14

### LONGEVITY

**Section 1.** Full-time and part-time employees who are eligible for and receiving longevity pay as of April 1, 1987, will be paid longevity pay in accordance with the following schedule, based on their years of service and percentage level at the time of their last longevity payment prior to April 1, 1987.

<b>Years (Hours) of Service at last Longevity Payment Date Prior to April 1, 1987</b>	<b>Percentage of One (1) Month's Base Pay</b>
6 (12,480 hours)	20%
7 (14,560 hours)	25%
8 (16,640 hours)	30%
9 (18,720 hours)	35%
10 (20,800 hours)	40%
11 (22,880 hours)	45%
12 (24,960 hours)	50%
13 (27,040 hours)	55%
14 (29,120 hours)	60%
15 (31,200 hours)	65%
16 (33,280 hours)	70%
17 (35,360 hours)	75%
18 (37,440 hours)	80%
19 (39,520 hours)	85%
20 (41,600 hours and every 2,080 hours thereafter)	90%

**Section 2.** Longevity pay is calculated by multiplying 173.33 hours, i.e., the average full-time work hours in a month, times the employee's base hourly rate times the applicable percentage.

**Section 3.** Longevity pay is processed the pay period after which the employee completes the requisite years (hours) of services as identified above; however, the percentage level will not increase after April 1, 1987, regardless of the completion of additional years of service. Separate checks are issued. Longevity pay which falls due during an approved worker's compensation leave will be paid when the employee returns to work.

## ARTICLE 15

### VACATION

**Section 1.** Full-time and part-time employees with seniority will accrue paid vacation time as follows:

(a) Up to two (2) weeks, i.e., ten (10) eight hour days, after one (1) year (2,080 hours) of service, accrued at the rate of 3.0769 hours for every eighty (80) hours straight time paid thereafter. (Upon completing six (6) months (1,040 hours), the employee will be credited with accrued vacation.)

(b) Up to three (3) weeks, i.e., fifteen (15) eight (8) hours days, after five (5) years (10,400 hours) of service, accrued at the rate of 4.6154 hours for every eighty (80) hours straight time paid thereafter.

(c) Up to four (4) weeks, i.e., twenty (20) eight (8) hour days, after ten (10) years (20,800 hours) of service, accrued at the rate of 6.1538 hours for every eighty (80) hours straight time paid thereafter.

(d) Up to five (5) weeks, i.e., twenty-five (25) eight (8) hour days, after twenty (20) years (41,600 hours) of service accrued at the rate of 7.6923 hours for every eighty (80) hours straight time paid thereafter.

**Section 2.** Employees will not be granted or allowed vacation in excess of the amount of time actually accrued. Maximum accruals are the annual accruals (provided in subparagraphs (a) - (d) above) plus forty (40) hours.

**Section 3.** Employees will not be granted or allowed vacation before completing six (6) months (1040 hours) of service.

Employees terminated with at least one (1) year (2,080 hours) of service and fourteen (14) days advance written notice will be paid their accrued vacation time. Advance notice may be waived if the employee substantiates to the satisfaction of the Vice President, Human Resources that circumstances made it impossible or unreasonable to give such notice.

**Section 4.** Employees may cash out up to eight (80) hours of accrued vacation during the pay period in which an approved vacation is scheduled.

**Section 5.** Vacation time will be scheduled at the convenience of the employee whenever possible. However, the Employer reserves the sole right to extend vacation schedules throughout the year, and it shall be the policy of the Employer to schedule vacations over as wide a period as possible in order to eliminate the necessity of extra help, etc., inherent in scheduling vacations during a peak period.



**Section 6 .** Vacation schedules will be prepared quarterly according to the following schedule:

<i>Vacation Requests</i>	<i>Answered by</i>	<i>Months Covered</i>
<i>March 1-31</i>	<i>May 1</i>	<i>June, July, August</i>
<i>June 1-30</i>	<i>August 1</i>	<i>Sept., Oct., Nov.</i>
<i>September 1-30</i>	<i>November 1</i>	<i>Dec., Jan., Feb.</i>
<i>December 1-31</i>	<i>February 1</i>	<i>March, April, May</i>

**Section 7.** Vacation requests will be approved and schedules prepared on the basis of seniority, provided requests are submitted within the above prescribed times. Vacation requests may be submitted after the above dates, but will be considered in the sequence received and without regard to seniority. Employees who change their department, unit or shift must have their vacations reapproved at the time of transfer.

**Section 8.** Vacation time should be used in segments of not less than five (5) days, however they may be used in one (1) hour increments with prior approval.

**Section 9.** Approved vacation time during June, July and August is limited to a maximum of three (3) weeks. Additional accrued vacation time may be approved provided there is not a conflict with other employee (s) who have not been afforded the opportunity to take up to three (3) weeks of accrued vacation time.

**Section 10.** Vacation time will be paid at the employee's base hourly rate (excluding shift premium) and will be considered as hours worked and paid for benefit accrual purposes. Paid holidays occurring during an employee's scheduled vacation will be paid as such, and not as vacation, if the employee is otherwise eligible for such holiday pay.

**Section 11.** Employees who are laid-off and miss time as the result or who retire will be paid their accrued vacation time. The survivor of an employee who dies will be paid the employee's accrued vacation time in accordance with existing law providing for such payments to surviving spouses, etc.

**Section 12.** Employees who are absent without prior authorization their last scheduled day before or their first scheduled day after their approved vacation are subject to reasonable disciplinary action on the first and subsequent such occasions, and beginning with the second such occasion shall additionally forfeit one (1) day of vacation time for each day of unauthorized absence.

**Section 13.** Advance vacation pay will be paid the last regular pay day before the scheduled vacation, provided, however, the employee requests such an advance in writing on or before the last day of the pay period for the pay day on which the advance is desired. Employees who

do not request advance vacation pay will be paid on each regular pay day.

**Section 14.** If an employee becomes ill and/or physically incapacitated and is under the care of a licensed physician for more than two (2) days during his scheduled vacation time, he may be permitted to change his vacation to a subsequent date which will not conflict with another employee's vacation. Consideration of such request is contingent upon the employee providing prompt notice and proof of illness. All such requests must be approved by the Vice President, Human Resources.

## ARTICLE 16

### PERSONAL TIME

**Section 1. Purpose.** Personal time is intended to cover regularly scheduled hours missed as the result of illness or injury, or necessary personal business which cannot reasonably be attended to during non-working hours. Where accrued, such time shall be paid to employees in such instances.

The payment of such time, however, in no way constitutes the Employer's approval or disapproval of the absence itself. Employees remain subject to discipline and discharge for unauthorized absences, absenteeism generally and tardiness, without regard to the payment of such time.

**Section 2. Accrual.** Full-time employees with seniority shall accrued 1.5385 hours of personal time for every eighty (80) hours of straight time pay.

**Section 3. Maximum Accrual and Cash-Out.** Employees may accrue a maximum of 168 such hours. Employees may also cash-out hours in excess of 100 during the payroll period in which their birthday falls, during the payroll period immediately prior to a scheduled vacation, or otherwise with the approval of the Vice President, Human Resources. Cash-out payments shall be at fifty (50%) percent. Employees terminating with fourteen (14) days advance notice will be paid the time then credited to them.

**Section 4.** Personal time may be used in increments of one (1) hour.

## ARTICLE 17

### SICKNESS AND ACCIDENT BENEFITS

**Section 1. Eligible Employees.** Full-time employees who have completed one(1) year (2,080 hours) of service, and who are on an approved medical leave will be paid sickness and accident benefits as provided by insurance or current policy, whichever is applicable.

**Section 2. Benefit Amount.** Employees will be paid sixty (60%) percent of their base rate of pay on a per diem basis. An employee's per diem amount is the employee's base hourly rate times forty (40) hours times sixty (60%) percent divided by seven (7). Benefits will commence on the eighth (8th) consecutive day of approved medical leave, unless the employee is hospitalized at Flint Osteopathic Hospital, in which instance benefits will commence on the date of hospitalization, if earlier. Exceptions for foreign hospitalizations will be made in accordance with Article 21, Section 7.

**Section 3. Benefit Duration.** Employees with less than three (3) years (6,240 hours) of seniority will be covered for up to eight (8) weeks. Employees with at least three (3) but less than five (5) years (10,400 hours) of seniority will be covered for up to fifteen (15) weeks. Employees with five (5) or more years of seniority will be covered for up to twenty-eight (28) weeks.

**Section 4. Seniority Accrual.** Employees receiving sickness and accident benefits will continue to accrue seniority, but not for benefit accrual purposes. Employees receiving such benefits are not eligible for any other payments or benefits during such period.

**Section 5. Exclusion.** Notwithstanding the above, an employee shall not be eligible for sickness and accident benefits (or other wage continuation benefits) for any period of time hereunder previously requested off for any other reason but denied.

## ARTICLE 18

### JURY DUTY AND COURT TIME

**Section 1. Jury Duty.** Full-time employees with seniority who are on jury duty (except those volunteering for the same) will be paid the difference between regularly scheduled time missed as the result of jury time (but not in excess of eight (8) straight time hours) and the amount of jury pay received.

**Section 2.** Where jury time is one-half ( $\frac{1}{2}$ ) day, the Employer will pay the difference between four (4) hours straight time pay for regularly scheduled time missed due to jury time and the amount of jury pay

received. Employees serving one-half ( $\frac{1}{2}$ ) day jury time may, at their option, work the remainder of their scheduled shift.

**Section 3.** The Employer's obligation under this article is limited to a maximum of thirty (30) days in any calendar year. In order to receive payment under this article, an employee must (a) give the Employer advance notice of being summoned for jury duty; (b) furnish satisfactory proof of court attendance on the day(s) for which payment is requested; and (c) furnish satisfactory proof of the amount of jury pay received.

**Section 4.** Notwithstanding the above, employees on jury duty may work their regularly scheduled shift and keep whatever jury pay they received from the court as additional pay. Employees who work their regularly scheduled shift on any day for which they are also paid full or half-day jury pay by a court shall be deemed to have elected their option.

## ARTICLE 19

### FUNERAL TIME

**Section 1.** Full-time employees with seniority will be allowed up to three (3) regularly scheduled days off with pay (but not in excess of eight (8) hours times their base hourly rate for each such day) to attend the funeral of a member of the employee's immediate family.

**Section 2.** The term "immediate family" includes an employee's mother, father, sister, brother, son, daughter, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparents, and step-parents.

**Section 3.** The term "regularly scheduled days" as used in Section 1 above is limited to the day of death through the day following the funeral. The work schedule as posted at the time of the request shall govern.

**Section 4.** Proof of funeral attendance may be required. Personal time, vacation time and, if necessary, unpaid personal leave may be requested in conjunction with, or in addition to, the funeral leave where circumstances would reasonably require such time away from work.

## ARTICLE 20

### MEDICAL AND HOSPITALIZATION BENEFITS

**Section 1.** Full-time employees with seniority (and their eligible spouses and dependents) who are not covered by, or eligible for, another employer-paid medical and hospitalization plan providing substantially equal or better coverage shall, upon request, be provided Blue Cross/Blue

Shield MVF-2 coverage (or substantially equivalent coverage) by the Employer subject to normal acceptance and maintenance regulations.

**Section 2.** Full-time employees with seniority (and their eligible spouses and dependents) who are covered by, or eligible for, another employer-paid medical or hospitalization plan providing lesser coverage and/or a plan which is only partially employer-paid will, at the Employer's option, be provided coverage as set forth in the above section or indemnified for any difference.

**Section 3.** Eligible employees (and their eligible spouses and dependents) who are covered by, or eligible for, another employer-paid medical or hospitalization plan and those so covered and being indemnified for any difference will, upon request, be provided immediate coverage under the Employer's Plan if they cease being covered by, or eligible for, the other plan.

**Section 4.** Employees eligible for coverage under the Employer's medical and hospitalization plan may, at their option and on behalf of their eligible spouses and dependents, elect health maintenance organization (HMO) coverage instead, subject to normal acceptance and maintenance regulations. (Such coverage is available and being offered through HealthPlus and Greater Flint HMO). Employees who elect HMO coverage are responsible for premium amounts in excess of those applicable under the Employer's medical and hospitalization plan.

**Section 5.** As of April 1, 1987, the medical and hospitalization coverage shall include a \$100 in-hospital deductible (IHD) rider for all enrollees, which shall be waived, however, with respect to hospitalization claims involving the Employer.

For new hires and enrollees after November 23, 1983, the Employer will pay ninety (90%) percent of the applicable premium with the remaining ten (10%) percent shared premium is subject to the reimbursement provisions set forth in Section 6. This paragraph relates only to full-time employees; the shared premium schedule for part-time employees is outlined in Section 9.

**Section 6.** Full-time employees who during the period April 1st through March 31st incur no hospitalization claims or no foreign hospitalization claims, as defined below, will be reimbursed for premiums paid by them pursuant to the above section. Full-time employees who during the period April 1st through March 31st incur foreign hospitalization claims less than the premiums paid by them during that period pursuant to the above section will be reimbursed for the difference. The same periods shall apply in subsequent years covered by this Agreement.

Part-time employees who during the period April 1, 1986 through March 31, 1987, have no hospitalization claims or no foreign (non-HSG affiliated hospital) hospitalization claims will be eligible for the annual 10%

premium reimbursement for the months they paid at the 10% rate. The same periods shall apply for subsequent years.

**Section 7.** The term "foreign hospitalization claims" is defined as claims for services at a hospital other than an HSG affiliate. Excluded, however are foreign hospitalization claims resulting from an emergency which could not reasonably be handled by an HSG affiliate and foreign hospitalization claims for services not reasonably available. Further exceptions may be made at the sole discretion of the Employer.

**Section 8.** Employees may prior to incurring a foreign hospitalization claim, or within thirty (30) calendar days thereafter, request in writing written confirmation of whether the claim is a foreign hospitalization claim, as defined above. Employees requesting such confirmation shall, upon request, provide such information or execute such medical information releases as may be reasonably necessary to a proper determination of the claim. The Employer shall provide written confirmation within a reasonable period of time. Grievances alleging an abuse of discretion by the Employer in failing to confirm an exclusion, as defined above, shall be filed directly at Step 3 of the grievance procedure.

**Section 9.** Part-time employees (and their eligible spouses and dependents) who are not covered by or eligible for another employer-paid or partially employer-paid health, dental, and/or optical insurance plan may enroll in the Employer's plan, subject to normal acceptance and maintenance regulations. Employees must be regularly scheduled four (4) days (32 hours) per pay period to be eligible to join the Employer medical and hospitalization plan.

As of June 1, 1986, part-time employees are eligible for a graduated, shared premium based on hours worked as outlined below. The percentage of the employer-paid portion of the premium is evaluated quarterly.

<i>Quarterly Average Days/Hours Worked par Pay Period</i>	<i>Percentage of Employer Co-Pay Up to Full Family Coverage</i>
<i>6 days/48 hours</i>	<i>90%/100% Health*, 100% Dental 100% Optical</i>
<i>5 days/40 hours</i>	<i>70% Health, 70% Dental, 70% Optical</i>
<i>4 days/32 hours</i>	<i>50% Health, 50% Dental, 50% Optical</i>
<i>Less than 4 days/32 hours</i>	<i>None</i>

\*New Hires and enrollees after November 23, 1983, are subject to a 10% co-pay.

Definition of Hours Worked:

Straight-time and overtime hours worked  
Holiday hours worked  
Time worked for orientation  
Vacation hours paid  
Meeting time paid by the Employer  
Hours credited for Worker's Compensation Leave  
Scheduled hours canceled by the Employer which the employee was not afforded the opportunity to make up.

Quarterly Average Days/Hours Worked per pay period calculation:

# of Hours Worked in payroll quarter + # of pay period in payroll quarter = Quarterly Average Days/Hours.

It is recognized that some employees work less than 8 $\frac{1}{4}$  hours shift. Those employees are eligible for the program provided they average enough hours in the payroll quarter to qualify, i.e., 32 hours or more hours worked per pay period.

**Section 10.** The Employer will continue for up to forty-five (45) days the health coverage of an employee on an approved medical leave and receiving sickness and accident benefits. Coverage thereafter, if elected by the employee, shall be continued on the following basis:

Days Absent	Employee's Cost
46-59	50% of 1 month's premium
60-69	60% of 1 month's premium
70-79	70% of 1 month's premium
80-89	80% of 1 $\frac{1}{2}$ month's premium
90-99	90% of 1 $\frac{1}{2}$ month's premium
100 or more	100% of 1 $\frac{1}{2}$ month's premium plus 100% of 1 month's premium every 30 days

Employees must notify the Personnel Department in writing if they do not want their health coverage continued beyond the forty-fifth (45th) day. Employees are responsible for the above costs due through the earliest cancellation date following such notification.

The amount an employee owes will be finally determined upon the employee's return to work and may be deducted from the employee's final sickness and accident benefit check or subsequent pay checks. Other payment arrangements, if necessary, may be made with the Personnel Department.

**Section 11.** Employees on an approved workers' compensation leave of absence, as defined elsewhere in this Agreement, are eligible to have their health coverage continued for up to twelve (12) months.

**Section 12.** Notwithstanding the above, the Employer shall not be obligated to provide or continue, as the case may be, benefits hereunder which overlap or duplicate Federal or state-mandated health care benefits, and in the event of such legislation or regulations, this article shall be subject to renegotiation.

**Section 13.** The Union will be notified in advance of any Employer decision to provide substantially equivalent benefits through a carrier or means other than Blue Cross and Blue Shield, and will be afforded available information relative to the same and a reasonable period of time to file objections for further consideration. This includes, but is not limited, to, any decision by the Employer to provide substantially equivalent benefits through a preferred provider group or organization.

**Section 14.** The Employer through its Medical Affairs Division and Personnel Department will, upon request, assist employees in locating a qualified and geographically convenient primary care physician on the Employer's medical staff to service their health care needs. Such information and assistance shall be made a part of any new employee orientation program.

**Section 15.** Employees retiring on or after age 65 will have their and their eligible spouse's medical and hospitalization coverage continued on a complimentary coverage basis. Employees retiring are responsible for any premium over and above the applicable complementary coverage premium.

Employees retiring on or after November 23, 1985, at age 62, 63 or 64 and with at least sixteen (16) years of credited service are eligible to continue their and their spouse's medical and hospitalization coverage, with the Employer paying twenty-five (25%) percent of the applicable single contract premium for retirements at age 62, fifty (50%) percent for retirements at age 63, and seventy-five (75%) percent for retirements at age 64, until the employee reaches age 65 or becomes eligible for complementary coverage, whichever is earlier.

**Section 16.** The Employer will pay reasonable and customary fees for the first aid treatment of accidental injuries and for the minor, initial treatment of medical emergencies, but only if such services are provided at an HSG affiliated hospital or by a member of its medical staff. This provision applies only to employees, spouses and eligible dependents who are covered by the Employer's medical and hospitalization plan.

Fees hereunder shall not exceed those payable under the Blue Cross/Blue Shield FAE-RC Rider. Treatment and condition as set forth therein shall also apply.



A medical emergency is defined as a serious, life-threatening condition requiring immediate attention. Examples would be heart attacks, acute appendicitis, coma, convulsions, stroke and shock. Office call-type care for such things as colds, flu, heartburn, stomach-ache etc., are not covered as medical emergencies.

Claim form are available in the Personnel Office.

#### ARTICLE 21

##### PRESCRIPTION DRUG, DENTAL AND OPTICAL COVERAGE

Employees shall be eligible for prescription drug, dental and optical coverages on the same basis as medical and hospitalization coverage, provided, however, that the shared premium and reimbursement provisions set forth in that article with respect to new hires and enrollees shall not apply with respect to these coverages.

Effective March 15, 1987, the prescription drug co-pay will be \$5.00.

Effective January 1, 1987, the dental insurance maximum will be increased from \$750 to \$800.

#### ARTICLE 22

##### LIFE INSURANCE AND LIABILITY COVERAGE

**Section 1.** The Employer will provide full-time employees with seniority \$16,500 basic life insurance coverage. Otherwise eligible employees returning from a leave or layoff shall have their coverage immediately reinstated.

**Section 2. Liability Coverage.** The Employer will maintain liability coverage for all employees who may be subject to liability claims arising out and within the scope of their employment. Upon request, the Employer will provide the Union with a description of this coverage and any limitations.

#### ARTICLE 23

##### RETIREMENT

The HealthSource Group Pension Plan will be continued for eligible employees. Details of the plan are covered in a Summary Plan Description Booklet, a copy of which is available to employees in the Personnel Department.

## ARTICLE 24

### MISCELLANEOUS

**Section 1.** It is the employees responsibility to insure at all times that the employer has a current residential address and telephone number on record with the Personnel Department, and the Employer shall be entitled to rely on that listed address and telephone number for all purposes.

**Section 2.** This agreement shall be interpreted and administered in compliance with applicable Federal and State laws.

**Section 3.** This agreement supersedes any past practice, understanding or agreement, either verbal or written.

**Section 4.** If any provision of this agreement is held invalid by legislation, court decision or regulation, the remainder shall not be effected in any such provision held invalid shall immediately be subject to renegotiation.

**Section 5.** The Employer will provide a designated bulletin board for the Union's use.

**Section 6.** The Employer will provide identification badges which must be worn by all employees when required.

**Section 7.** The Employer will continue to provide uniforms to those employees currently entitled to the use of such uniforms.

## ARTICLE 25

### LEAVES OF ABSENCE

**Section 1. Eligibility.** Except as otherwise provided below, leave of absence of the types described below may be granted or denied, in whole or in part, at the discretion of the Employer, taking into consideration the reasonableness of the advance notice given; the reasons for the leave and available alternatives; the needs and interests of the employee; and the administrative and operational needs and interest of the Employer. Grievances alleging an abuse of discretion in denying a requested leave shall be filed directly at Step 3 of the grievance procedure.

**Section 2. Leave Requests.** Employees desiring a leave of absence shall file a written request with their department head forty-five (45) days in advance of the anticipated commencement date, unless it is impossible or unreasonable to do so, in which case reasonable advance notice under the circumstances may be accepted.

The request shall indicate (a) the type of leave requested; (b) its anticipated commencement date and duration; and (c) the reasons for the leave. Further information may be requested by the department head or the Vice President, Human Resources. The department shall respond in writing to the leave request within a reasonable period of time.

Employees desiring an extension of a leave of absence upon its designated expiration date shall file a written request for the same with their department head thirty (30) days in advance of the designated expiration date, unless it is impossible or unreasonable to do so, in which case reasonable advance notice under the circumstances may be accepted.

**Section 3. Seniority and Benefits.** Employees shall retain but not accrue seniority or benefits during a leave of absence, except as otherwise provided in this Agreement. Employees on an unpaid leave of absence may continue their health, prescription drug, dental and optical insurance coverages for up to six (6) months, and their life insurance coverage for up to six (6) months on an advance, self-pay basis. Such arrangements must be made with the Personnel Department before the leave commences.

**Section 4. Return Requests.** The Employer may within its sole discretion determine whether or not to permanently fill the job of an employee on a leave of absence.

Employees shall confirm with their department head their designated return date fourteen (14) days in advance, unless it is impossible or unreasonable to do so, in which case reasonable advance notice under the circumstances may be accepted.

Employees will be returned as follows: .

- (a) To their former job if they return within 60 days, or if it has not been permanently filled and is otherwise still available;
- (b) To an available job in their job classification and department or unit;
- (c) To an available job in their job classification in another department or unit; or
- (d) To an available job in as similar a job classification as practical.

Notwithstanding the above, no employee returning from a leave shall be returned hereunder to an available job which would constitute a promotion for the employee. The request and approval of a leave of absence shall automatically be deemed to include any extension resulting from the inability of the Employer to return the employee to an available job in the manner set for the above, but only if the employee is otherwise available to return and remains so during any extension

period. During such extension, the employee, in accordance with his or her seniority shall be placed on the recall list with recall rights as outlined in Article 12, Section 4.

**Section 5. Personal Leave.** Employees may for good personal reasons request an unpaid personal leave for up to six (6) months. Extensions may be granted at the sole discretion of the Employer. The term "good personal reasons" includes maternity and adoption reasons, but excludes reasons relating to employment elsewhere. Exceptions with respect to the latter may be granted at the sole discretion of the Vice President, Human Resources.

**Section 6. Public Office Leave.** Employees elected to a full-time federal, state, county or local public office may request an unpaid leave for the term of office or two (2) years, whichever is shorter. Employees elected to a part-time public office may request such a leave if their employment and public office duties will necessarily conflict. Extensions and exceptions may be granted at the sole discretion of the Vice President, Human Resources.

**Section 7. Union Business Leaves.** Members of the Union elected or appointed to office or selected for regular employment with Local 1850, Council 25 or the International Union will be granted an unpaid leave for one (1) year or the duration of their office or employment, whichever is shorter. Such leaves will be extended for one (1) year periods if written request to the Employer is made at least thirty (30) days prior to the expiration of each such yearly period.

Members of the Union elected to attend a function of Council 25 or the International Union, such as conventions and educational conferences, will be granted an unpaid leave to attend the same. Credit for accruing seniority and benefits will be given for all regularly scheduled work hours missed in attending such conventions or conferences, subject to the following limitations and requirements, however,

The Local Union President and an elected Council 25 or International Union officer will be allowed a maximum of 160 such hours per calendar year. The vice president, recording secretary, secretary-treasurer and stewards will be allowed a maximum of 120 hours, and members a maximum of 80 hours.

To be entitled to the above credit, the Union must furnish in writing fourteen (14) days advance official notice of the convention or conference, unless circumstances make such notice impossible or unreasonable, in which case reasonable advance notice may instead be accepted. The notice shall identify the convention or conference, the dates, and the employee(s) elected to attend. Within fourteen (14) days after the convention or conference, the Union shall certify in writing the employee's attendance and the number of hours for which credit is requested. Notices required by this paragraph shall be furnished to the Personnel Department.

**Section 8. Education Leave.** Employees may request an unpaid leave of absence to pursue a full-time, college-level educational program in a related field. Such leaves may be requested for periods of up to two (2) years, provided, however, that a request shall not exceed one (1) year of every two (2) years of service. Exceptions and extensions may be granted at the sole discretion of the Vice President, Human Resources.

Employees on an authorized education leave who cease to be enrolled in and attending a full-time, college-level educational program, and who fail to immediately notify the Employer of their non-enrollment or non-attendance shall be deemed to have voluntarily quit and lost seniority under this Agreement.

**Section 9. Veterans Education Leave.** Employees who have returned to active employment from a military leave of absence will be granted an unpaid leave to attend a federally-approved, full-time educational program with benefits provided by federal law. Such leaves may be up to two (2) years or the length of the employee's seniority, whichever is shorter. Extensions may be granted at the sole discretion of the Vice President, Human Resources.

**Section 10. Military Leave.** Employees will be granted an unpaid leave of absence for military service or duty reasons in accordance with the requirements of federal law. Seniority and benefit accrual during such leaves shall likewise be granted and administered in accordance with the requirements of federal law.

**Section 11. Annual Reserve Military Training Leave.** Employees who are members of the armed forces reserve or National Guard, and who are required to participate in annual training or activated as the result of civil disorder will be granted a leave of absence for up to two (2) weeks in any calendar year. Extensions will be granted required by law or at the sole discretion of the Vice President, Human Resources.

Employees will be paid their regular base hourly rate for all regularly scheduled hours lost during the two (2) weeks or initial two (2) weeks, as the case may be, less any military pay received for the same period. Written proof of military pay received shall be furnished to the Personnel Department.

Employees receiving vacation pay during any such period of training or service shall not be eligible for pay as provided by this section.

**Section 12. Medical Leave.** Employees who become disabled due to illness or injury and who are unable to perform their normal job or other available and offered work at the Employer may be granted a leave of absence for up to twelve (12) months or the length of their related service seniority, whichever is shorter. Extensions may be granted at the sole discretion of the Vice President, Human Resources.

Employees requesting such leaves shall promptly furnish (a) an employee statement of illness or injury; (b) an attending physician statement; (c) a supplementary attending physician statement, if an extension or further information is requested; and (d) a medical information release form. The Employer will furnish such such forms to employees upon request. Employees who fail to furnish such information within a reasonable period shall be deemed absent without authorization.

Employees seeking to return from an approved medical leave must provide an appropriate written release from their attending physician in advance of actually returning to work.

The Employer may require that an employee requesting a medical leave or on one, or seeking to return from one, as the case may be, be independently examined at its expense by a physician of its choice.

Medical leaves will be approved or denied in accordance with the attending physician's statement or supplementary statement, or the independent examination report, if one is obtained.

Medical leaves shall be unpaid leaves, except as otherwise provided in the sickness and accident benefit provisions of this Agreement.

Notwithstanding anything above to the contrary, medical leaves involving non-emergency or elective procedures shall be arranged in advance and at the mutual convenience of the employee and the Employer. Employees shall promptly notify their immediate supervisor of any condition for which the employee contemplates non-emergency or elective procedures requiring an absence from work, including, but not limited to, the fact of pregnancy. Grievances alleging an abuse of discretion by the Employer in failing to agree upon a mutually convenient time for the medical leave shall be filed directly at Step 3 of the Grievance procedure.

**Section 13. Workers' Compensation Leave.** Employees will be covered by the applicable worker's compensation laws.

Employees who become disabled due to work-related illness or injury from performing their normal job or other available and offered work at the Employer, and who are receiving worker's compensation benefits on account of such disability, will be granted a leave of absence.

Such leaves shall be unpaid leaves, except for benefits provided under the applicable workers' compensation laws, and except as otherwise specifically provided in this Agreement. Job classification seniority and related service seniority shall continue to accrue for up to the first six (6) months, but not for benefit accrual purposes.

## ARTICLE 26

### NO STRIKE, LOCKOUT, OR INTERFERENCE

**Section 1.** There shall be no general or partial strikes, work stoppages, slow-downs, boycotts, demonstrations or other concerted interruptions or delays of work during the term of this Agreement.

**Section 2.** Neither the Union nor any of its officers, representatives, agents or employees shall authorize, assist, support, cause or participate in any activities described above. Nor shall any member assist, support, cause or participate in any such activities.

**Section 3.** The Employer shall likewise not lockout employees during the term of this Agreement.

**Section 4.** Because this Agreement provides viable, peaceful means for the resolution of issues and disputes involving wages, hours and other conditions of employment, either through the grievance procedure or by special conference and negotiation, employees violating the above are subject to immediate discharge.

**Section 5.** Employees shall as a condition precedent to maintaining any court or administrative charge, suit or action against either the Employer or the Union fully and in a timely fashion exhaust their remedies under this Agreement and under the by-laws and constitution of the Union.

**Section 6.** During the term of this Agreement, the Employer will not assist, recognize or contract with any other labor organization seeking to represent employees covered by this Agreement, except as otherwise directed and required by law.

## ARTICLE 27

### WAIVER

The Employer and the Union mutually acknowledge that during negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter not specifically removed by law from the collective bargaining process, and that any understandings and agreements reached are embodied in this Agreement.

For the life of this Agreement, the Employer and the Union therefore voluntarily and unqualifiedly waive any further bargaining right and agree that, except by mutual agreement, neither shall be obligated to bargain with respect to any subject or matter covered by this Agreement, or which either had the right to raise and have considered during

negotiations, regardless of whether the same was in the knowledge or contemplation of either or both at that time.

## ARTICLE 28

### WAGE ADMINISTRATION

**Section 1.** The basic wage rates during the term of this Agreement are those set forth in the first and second year wage schedules. Such rates become effective as of the beginning of the indicated pay periods. Rates for employees on an authorized leave of absence become effective upon their return to the active payroll.

**Section 2.** There will be no step increases during the period of this contract.

**Section 3.** Employees promoted from a lower salary grade to a higher salary grade will be paid the higher salary grade rate next highest to their current rate.

**Section 4.** Employees transferred from one classification to another classification within the same salary grade retain their current rate.

**Section 5.** Employees transferred from a higher salary grade to a lower salary grade will be paid at the same step in the lower salary grade.

**Section 6.** Employee temporarily transferred to a job classification in a higher salary grade for a full eight (8) hour shift or more will be paid the higher salary grade rate next highest to their current rate for all such hours actually worked.

**Section 7.** Employees temporarily transferred to a job classification in the same or lower salary grade retain their current rate.

**Section 8.** Rate adjustments referred to above become effective as of the beginning of the earliest pay period following the event giving rise to the adjustment. Retroactive adjustments, if necessary, shall be promptly made to properly effectuate this.

**Section 9.** The Union and HSG further recognize that the rates set forth in the wage schedules are minimum rates, and that it may be necessary to grant advance salary step placement to hire or retain employees of specialized skills or experience. The Employer will not do so in an arbitrary, capricious or discriminatory manner, however. Nor will the Employer pay rates in excess of the maximum for any job classification at the end of this Agreement without advance written notice to, and a special conference with the Union.



## REGULAR SALARY PER HOUR

		Current	Effective	
			11/15/87 1.5%	2/21/88 .5%
<b><u>Salary Grade 2</u></b>				
Linen Attendant	Start	\$6.091	6.182	6.213
	1	\$6.381	6.477	6.509
	2	\$6.671	6.771	6.805
	3	\$6.961	7.065	7.100
	4	\$7.251	7.360	7.397
	5	\$7.542	7.655	7.693
<b><u>Salary Grade 4</u></b>				
Exch. Cart Clerk	Start	\$7.016	7.121	7.157
Dispatch Clerk	1	\$7.346	7.456	7.493
	2	\$7.676	7.791	7.830
	3	\$8.006	8.126	8.167
	4	\$8.336	8.461	8.503
	5	\$8.668	8.798	8.842
<b><u>Salary Grade 5</u></b>				
Graphic Arts Tech.	Start	\$7.632	7.746	7.785
Warehouse Clerk	1	\$7.907	8.026	8.066
	2	\$8.182	8.305	8.347
	3	\$8.457	8.584	8.627
	4	\$8.732	8.863	8.907
	5	\$9.006	9.141	9.187
<b><u>Salary Grade 6</u></b>				
Warehouse Clerk	Start		8.283	8.324
(Effective 11/15/87)	1		8.608	8.651
	2		8.933	8.978
	3		9.258	9.304
	4		9.583	9.631
	5		9.908	9.958

ARTICLE 29

TERMINATION AND MODIFICATION

**Section 1.** This Agreement shall continue in full force and effect through November 22, 1988, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 120 but not more than 150 days prior to November 22, 1988 (or any subsequent anniversary of that date) that it desires to terminate or modify this Agreement. In the event of such notice, if the parties cannot mutually agree on acceptable negotiation dates, the expiration date of this contract will be extended automatically for 30 days.

**Section 2.** If notice of modification has been given as set forth above, this Agreement may be terminated by either party on ten (10) days written notice of termination, but in no event prior to November 23, 1988 (or any subsequent anniversary of that date).

**Section 3.** Notices shall be sent certified mail to the Union at G-4101 Clio Road, Flint, Michigan 48502, or to such other addresses as the Union or the Employer may direct.

In WITNESS WHEREOF, the Employer and the Union, by and through their undersigned duly authorized representatives, have executed this Agreement on the 13th day of April, 1987 at Flint, Michigan.

*For the Union:*

*For the Employer:*

\_\_\_\_\_  
Margaret B. Hughson,  
President

\_\_\_\_\_  
Eugene Zegar,  
Vice-President Human  
Resources-Labor Counsel

\_\_\_\_\_  
Glenn Marshall, Staff  
Representative, AFSCME  
Counsel 25

\_\_\_\_\_  
Al Burks, Supervisor,  
Warehouse,  
HealthSource Group

\_\_\_\_\_  
Larry Davis, Member  
Bargaining Committee

\_\_\_\_\_  
Keith Crawford, Member  
Bargaining Committee

Eugene Zegar  
Vice President  
Labor Relations & Human Resources  
313.762-4727



March 4, 1987

Mr. Glenn Marshall  
Business Agent  
AFSCME, Local 25  
G-4101 Clio Road  
Flint, Michigan 48504

Dear Mr. Marshall:

As we have discussed in our recent contract negotiations the language in the temporary transfer article is not intended to eliminate all weekend overtime for full-time employees. It is anticipated that this practice will continue as it has in the past and will not be impacted by this new language.

The purpose of this language is to insure that all parties understand that the employer is not required to temporarily transfer an employee which would result in overtime for the employee being transferred. It is further understood that the intent of the employer is to eliminate as much overtime as possible on an ongoing basis, but not to unilaterally eliminate all overtime, particularly in those instances occurring on weekends.

Very truly yours,

Eugene Zegar, Vice President  
Human Resources & Labor Relations

THE HEALTH SOURCE GROUP

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