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AGREEMENT

between

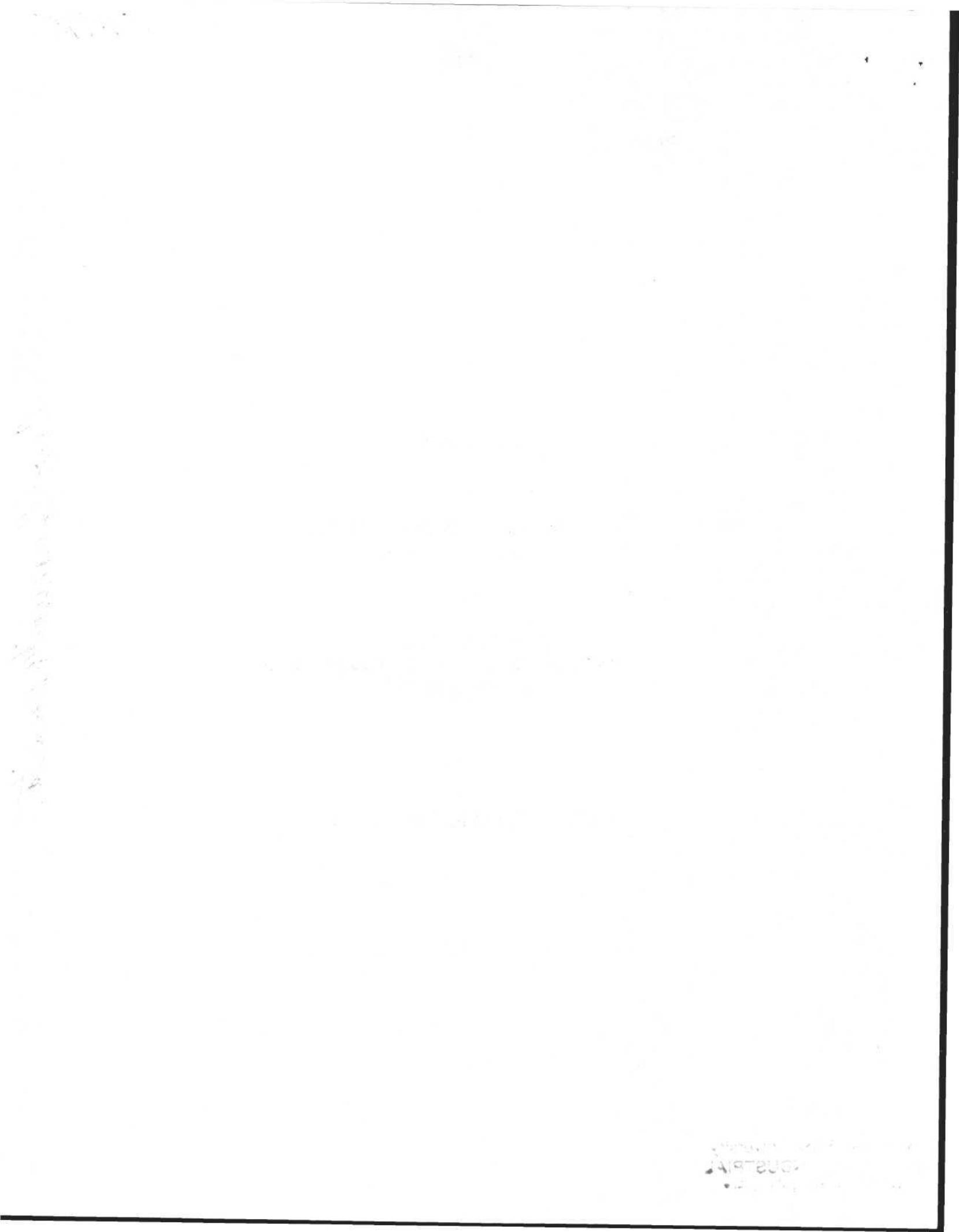
CARO COMMUNITY HOSPITAL  
Caro, Michigan

and

LOCAL UNION 2560  
MICHIGAN DISTRICT COUNCIL NO. 25  
AFSCME, AFL-CIO

October 1, 1992 to October 1, 1995

*Caro Community Hospital*



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## AGREEMENT

THIS AGREEMENT is entered into this 1st day of October, 1992, by and between the CARO COMMUNITY HOSPITAL, a Michigan nonprofit organization located in Caro, Michigan, hereinafter designated as "Hospital", and LOCAL 2560, affiliated with COUNCIL NO. 25 of the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter designated as "Union".

## PURPOSE AND INTENT

It is the general purpose of the Agreement to promote the mutual interests of the Hospital and its employees and to provide for the operation of the services provided by the Hospital under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quality of output, cleanliness, protection of property, and avoidance of interruptions of proper service to the community. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

**ARTICLE I**  
**Management Rights and Responsibility**

**Section 1.** The Hospital management has the sole and exclusive right to manage and operate its facility, to determine and redetermine the classification, number, and qualifications of employees in any department or any operations in the Hospital, including, but not limited to, all operations, activities, and the direction of its working force of employees, with the right to hire, suspend, discipline, discharge, promote, demote, assign, transfer, lay off, recall, and relieve employees from duty, and to maintain discipline and efficiency among employees; to decide the number of employees; to establish policies and procedures; to determine the type and scope of services to be furnished to patients and the nature of the facilities to be operated; to establish schedules of operation; and to determine the methods, procedures, and means of providing services to patients. Hospital has the right to introduce new or improved working methods or facilities.

**Section 2.** Nothing in the above provision is intended to limit any other rights of Hospital not specifically and expressly covered; provided that in the exercise of any of the above rights Hospital shall not violate any provisions of this Agreement.

**Section 3. Rules:** Hospital shall have the right to promulgate at any time and to enforce any rules and regulations which it considers necessary or advisable for the safe, effective, and efficient operation of the Hospital, so long as they are not inconsistent herewith; and any employee who violates or fails to comply therewith shall be subject to discipline or discharge just the same as if they were set forth in this Agreement, subject to the Grievance Procedure contained in this Agreement.

**Section 4.** Union recognizes that volunteer organizations, individuals, and students on in-hospital training programs perform services in the Hospital which are a valuable and necessary contribution to the welfare of patients and to the operation of the Hospital. Hospital shall continue to have the right to avail itself of all services of this nature, and neither Union nor the employees shall interfere in any way with the activities or duties of any such persons.

**ARTICLE II**  
**Recognition**

**Section 1. Bargaining Unit:** Hospital recognizes Union as the exclusive bargaining representative for all full and regular part-time employees, but excluding physicians, registered nurses, supervisors, and co-op students as defined in the ACT, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment during the term of this Agreement.

**Section 2. No Discrimination:** Hospital and Union both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of age, race, religion, national origin, ancestry, color, sex, political beliefs, or organizational membership.

**ARTICLE III**  
**Union Security and Check-off**

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



Section 2. During the term of this Agreement, employees covered by this Agreement who are not members of the Union on the effective date of this Agreement, or hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, as a condition of continued employment, on or after their sixtieth (60th) calendar day of employment, become members of the Union or pay to the Union a service charge. The service charge equivalent of dues charge, which is the equivalent of regular Union dues, will be deducted under a negotiated check-off arrangement if the employee has presented the Hospital with a written authorization to that effect. Otherwise, these amounts must be paid directly to the Union.

Section 3. Employees shall be deemed to be in good standing within the meaning of this Article if they are not more than sixty (60) days in arrears in payment of membership dues or service charge.

Section 4. During the life of this Agreement, Hospital will deduct current Union membership dues or service charges, provided that at the time of such deduction there is in the possession of Hospital a current written assignment, executed by the employee, in the form and according to the terms of the authorization form attached hereto as "Attachment 1".

Section 5. Hospital will deduct current union dues or service charge from the pay of employees for the last pay period in the calendar month. If an employee has no pay coming for such pay period, or if such pay period is the first pay of a new employee, such dues or service charge shall be deducted from the immediate subsequent pay period.

Section 6.

(a) In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

(b) Union shall indemnify and save Hospital harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by Hospital for the purpose of complying with any provision of this Article.

Section 7. All sums deducted by Hospital shall be remitted to the Treasurer, Michigan Council No. 25, AFSCME, AFL-CIO, 1034 N. Washington, Lansing, Michigan 48906.

Section 8. In the event Union requests that Hospital deduct from the pay of employees in any month monies other than the current union dues or service charge, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under Union's Constitution; provided that in the event a new written authorization from the employee is necessary, such authorization will be secured by Union and presented to Hospital prior to the deduction of the newly certified amounts.

Section 9. Hospital shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or union.

Section 10. Union agrees that at no time will it solicit or collect monies of any kind on Hospital's time.



## ARTICLE IV Representation

Section 1. To represent employees, Union may designate five (5) stewards, to be allocated as follows:

(a) Day Shift: Any eight (8) scheduled work hours where the majority of the time worked falls between the hours of 7:00 a.m. and 3:30 p.m. -- two (2) stewards and two (2) alternates.

(b) Afternoon Shift: Any eight (8) scheduled work hours where the majority of the time worked falls between the hours of 3:00 p.m. and 11:30 p.m. -- two (2) stewards and two (2) alternates.

(c) Night Shift: Any eight (8) scheduled work hours where the majority of the time worked falls between 11:00 p.m. and 7:30 a.m. -- one (1) steward and one (1) alternate.

(d) The stewards shall be appointed in the manner which is determined by the Union. Union may appoint an alternate for each of the stewards, who shall act only in the absence of the stewards.

(e) Union shall designate to Hospital, in writing, the Union stewards, and Hospital shall not be required to recognize or deal with any employee other than the one so designated.

(f) In the absence of a steward and alternate steward, employees having a grievance may use other available Union representatives for representation. The Union shall designate to Hospital, in writing, such other representatives; and such representatives shall be subject to the same responsibilities and limitations as the steward and alternate steward.

## ARTICLE V Authority of Stewards

Section 1. The authority of the stewards and alternates so designated shall be limited to and shall not exceed the investigation and presentation of grievances which have been initiated by employees within the bargaining unit, and the steward will represent only the employees on the shift for which he/she is designated. It is mutually agreed that patient care is the first obligation to be provided by the Hospital and by the employees; and consequently, matters between the steward and the employee will take place only at such time as does not adversely affect or detract from the patient's welfare. No steward may leave his/her work for the purposes authorized hereunder without first having been granted permission by his/her supervisor to do so. At such times and instances where Hospital determines that patient welfare is not adversely affected, stewards shall be permitted a reasonable amount of time to investigate and present grievance on Hospital premises, without loss of time or pay, during the steward's regular working hours. The privilege of such stewards leaving their work is subject to the understanding that the time will be devoted strictly to the purposes set forth herein, and will not be abused. The stewards will perform their regularly assigned work at all times except when it is necessary to leave their work to investigate and present grievances as provided herein.

Section 2. Upon entering another department in the Hospital other than his/her own, the steward will inform that department head that he/she is investigating a grievance.

## ARTICLE VI Special Conferences

Section 1.

(a) Special conferences for important matters will be arranged between the Union President and the Hospital Administrator or his/her representative upon the request of either party. Such meetings shall not occur more often than once during any one (1) month, and shall not last more than three (3) hours in duration, unless requested by Council 25 of the American Federation of State, County, and Municipal Employees, AFL-CIO and attended by a member of Council 25. The meetings shall be between no more than five (5) nor less than (2) representatives of Hospital and no more than five (5) nor less than (2) representatives of Union. Arrangements for such conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time

the conference is requested. Matters taken up in special conferences shall be confined to this included in the agenda. Conferences shall be held between the hours of 9:00 am and 4:00 pm. The members of the Union shall not lose time nor pay for time spent in such conferences. This special conference will be held within seven (7) days from the date of the request.

(b) Only those grievances pertaining to discharges and grievances not settled at step 3 may be discussed at special conferences.

## ARTICLE VII Grievances

**Section 1.** A grievance under this Agreement is a written dispute, claim, or complaint arising under and during the term of this Agreement, and filed either by Hospital or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognize that an orderly grievance procedure is necessary, and the procedures set forth herein shall serve as a means for the peaceful settlement of all grievances that may arise between them without any interruption or disturbance of any sort whatsoever in the normal operation of the Hospital. All grievances must be filed within seven (7) calendar days or within three (3) calendar days after returning from an approved vacation that does not exceed fourteen (14) calendar days after occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

**Section 2.** Any employee having a complaint may first take up the matter with his/her immediate supervisor, union steward may be present if requested by the employee. If no satisfactory answer or disposition is received within one (1) working day, the complaint shall be processed as follows:

**Step 1.** The employee and/or his/her steward shall within seven (7) calendar days after occurrence of the circumstances giving rise to the grievance reduce the matter to written form, signed by the employee, and stating the facts in detail, and submit same to his/her supervisor for further discussion between the employee and the supervisor with or without the employee's steward being present. The supervisor shall within two (2) working days record his/her disposition in detail on all copies of the grievance form, returning two (2) copies to the steward. The steward will acknowledge in writing receipt of the grievance form.

**Step 2.** Failing to resolve the grievance in the first step, the steward shall within two (2) working days of receipt of the supervisor's disposition, take up the matter with the director of the department concerned or his/her designated representative. The director or his/her designated representative shall within two (2) working days of receipt of the grievance, record his/her disposition on all copies of the grievance form and return two (2) copies to the steward. The steward will acknowledge in writing receipt of the grievance form.

**Step 3.** Failing to resolve the issue in the second step, the Union President shall within five (5) working days of the director's disposition contact the Administrator to arrange a meeting between the Union President and the Hospital Administrator to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union President contacts the Hospital Administrator, unless a longer time is mutually agreed upon. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

**Section 3.** Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on Hospital, Union, and any and all unit employees involved in the particular grievance. Any grievance not carried from one step to the next in the grievance procedure within the time limits prescribed shall be automatically closed upon the basis of the last disposition.

Section 4. When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his/her personnel record, the steward shall be promptly notified in writing of the action taken. The union steward may be present if requested by the employee. Such disciplinary action shall be filed within five (5) calendar days from the time of the presentation of the notice to the steward. Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.

Section 5. For the purpose of computing time within the progression set forth in these steps, when a "working day" is referred to, it shall be deemed to mean Monday through Friday, excluding holidays, and the day in which the action is taken shall not be part of the time limit provided.

## ARTICLE VIII Arbitration

Section 1. Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within thirty (30) calendar days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event that either party shall fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a request to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) working days or within a longer period if mutually agreed upon, either party may submit the matter to the FMCS, requesting that an arbitrator be selected with the assistance of and under the rules of the FMCS.

Section 2. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Excluded from arbitration are grievances which question the exercise of rights set forth in Article I of this agreement entitled "Management Rights", or which question the use of application of any right over which Hospital is given unilateral discretion in this Agreement. The right to discipline and discharge is likewise solely the responsibility of Hospital, provided that claims of discrimination and/or wrongful or unjust discipline or discharges shall be subject to settlement as provided in this Agreement.

Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of the no strike pledge in this Agreement.

Excluded from arbitration at the election of Hospital, but in no manner waived in any other forum, are any monetary claims by Hospital against Union, its officers or members for breach of the no-strike pledge in this Agreement.

Excluded from arbitration is any matter otherwise subject to arbitration but over which Union strikes contrary to its no-strike pledge in this Agreement.

Section 3. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary, nor to rule on any matter except while this Agreement is in full force and effect between the parties.



The arbitrator shall have no power to establish wage scale rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 4. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses called by them.

Section 5. There shall be no appeal from an arbitrator's decision. It shall be final and binding on Union, on all bargaining unit employees, and on Hospital. Union will discourage any attempt by any bargaining unit employee, and will not encourage or cooperate with any bargaining unit employee in any appeal to any court or labor board from a decision of the arbitrator.

Section 6. The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case.

#### ARTICLE IX Seniority

##### Section 1.

(a) "Hospital" seniority is defined as the total accumulated paid hours including recorded call hours an employee has been continuously employed in any capacity in the Hospital. Each employee will be given credit for two thousand and eighty (2080) hours to his/her 1989 anniversary date. Employees on Workers' compensation leaves shall only accrue seniority to a maximum of six (6) weeks.

(b) "Department" seniority is defined as the total accumulated paid hours including recorded call hours an employee has worked continuously in a specific department. Each employee will be given credit for two thousand and eighty (2080) hours to his/her 1989 anniversary date.

(c) "Classification" seniority is defined as total accumulated paid hours including recorded call hours an employee has worked continuously in a specific job classification within a department. Each employee will be given credit for two thousand and eighty (2080) hours to his/her 1989 anniversary date.

Section 2. Whenever used in this Agreement, the term "employee" shall mean: all full-time employees who are regularly scheduled to work forty (40) or more hours per work week, and are entitled to all of the benefits as provided under this Agreement, and part-time employees who are regularly scheduled to work less than forty (40) hours per week, and are entitled to benefits as provided under this Agreement on a prorated basis, including all employees in the bargaining unit, but excluding supervisors, registered nurses, and physicians.

Section 3. Probationary Employee: All employees, newly hired or rehired after termination of their seniority, shall be considered "probationary" employees until completion of sixty (60) days of employment. During and at the end of the probationary period, Hospital may discharge any such probationary employee in its discretion, and such discharge shall not be subject to the grievance or arbitration provisions of this Agreement, except for Union Activities. If Hospital wishes to extend the probationary period in the case of an employee whose performance has been partially but not fully satisfactory to it during such sixty (60) day period, it may do so for an additional period of not to exceed sixty (60) calendar days. In that event, Hospital shall notify the employee and Union in

writing accordingly, and inform him/her therein of the reasons for such extension, and the employee's probationary period shall not be considered to be completed until the expiration of the extended period.

**Section 4. Temporary Employee:** A temporary employee excluded from the bargaining unit is one who is hired for a period of up to three (3) months, and is so informed at the time of hire, and who is hired to fill a temporary job or for a special project, or to replace any employee on leave or vacation. The said three (3) month period may be extended up to an additional two (2) month for the length of maternity leave of the employee being replaced, with the consent of the Union, which shall not be unreasonably withheld; however, such employee shall become a member of the Union or pay a service charge after expiration of such initial or extended period. The union will be given notice of temporary employment which will include name of temporary employee, length of employment, department of employment and purpose of employment for any temporary employee hired to perform unit work. Hospital benefits and seniority rights are not extended to temporary employees.

**Section 5.** An employee promoted or transferred from a job classification in the bargaining unit of Union to a supervisory position shall retain the seniority he/she had at the time of such promotion or transfer, and shall continue to accumulate seniority while he/she is in such supervisory position for period of one (1) year, and thereafter retain such accumulated seniority.

**Section 6.** The Union President, Vice President, Treasurer, Secretary, and five (5) stewards, during their term of office only, shall head the seniority list within the bargaining unit for purposes of layoff and recall only.

(a) Seniority rights by shift, department, and classification shall apply equally for part-time and full-time employees in cases of layoff and recall, where the employees' ability, experience, training, and efficiency, in the discretion of Hospital, are equal; provided that when all factors are equal, seniority shall be the determining factor.

(b) In the event of a temporary reduction of the work force which shall not exceed six (6) weeks at any one time, the work week may be reduced to not less than thirty-two (32) hours per week before any employees are laid off. The Hospital may continue non-grieved hour reduction verses layoffs practices which were used prior to September 1, 1985.

(c) In the event of a layoff (defined as a total termination rather than a reduction of hours) of thirty (30) days or more, the Hospital shall give the employee three (3) days notice (or pay) prior to the commencement of such layoff. A copy of the layoff notice will be sent to the Union. When a nurse aide is to be reduced, only those scheduled to work as a nurse aide will be considered for reduction on that day. Super Seniority and Hospital seniority will be used to determine who will be reduced that day. The (health unit coordinator) classification is to be considered a separate category and will not be considered when nurse aides are reduced.

(d) An employee who has been laid off (defined as a total termination rather than a reduction of hours) more than thirty (30) days may elect to replace any other employee with lesser seniority, on the same or a different shift, department, or classification, but only if the employee has been formally oriented and trained by the Hospital for the classification, and is currently competent in the job duties of the classification. An employee may exercise such bumping rights only once per layoff except to return to his/her original position if it is reinstated.

(e) A laid off seniority employee, if recalled to a job within his/her classification, similar in work content and identical or higher in rate to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

(f) 1. The order of recalling laid off employees shall be in the inverse order in which the employees are laid off, and shall be subject to the same conditions of layoff.

2. Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Hospital's records, and it shall be the obligation of the employee to provide Hospital with a current address and telephone number. A recalled employee shall give notice

of his/her intent to return to work within three (3) consecutive calendar days after the date of mailing, and shall return within five (5) calendar days after the date of mailing, or his/her employment shall be terminated without recourse to this Agreement.

3. In the event a recall is necessary on less than three (3) days notice, Hospital may call upon the laid off employee(s), either personally or by telephone, until an employee able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and employees passed over because their inability to return to work immediately will be given notice to report for work at the end of said three (3) day period.

#### Section 7. Bidding:

(a) If a new job or permanent vacancy occurs in a classification covered by this Agreement and Hospital determines to fill such opening, it shall be posted with the requirements specified, for a period of four (4) days. All job postings shall contain the posting date and closing date. Employees with seniority within the department and classification where the opening exists, and who desire such open job(s), must submit their bids in writing to the personnel office within the posting period. All bids must be on a form developed and provided by the Hospital. Any such job opening may be filled temporarily by Hospital until there has been a permanent award of the job to an employee. Such new job or bidding vacancy shall be filled by the bidding employee with the highest seniority within the department and classification, but only if such employee is otherwise equal in the determination of Hospital. Hospital will announce the successful job bidder, if any, within five (5) working days after the close of the bidding period. Notification of the successful bidder will be given to the union president. Any vacancy created as a result of a successful job bid shall not be subject to the bidding provisions of this section, and may be filled by Hospital in its sole discretion; however, whenever possible, employees from the bargaining unit will be given preference.

(b) When an employee's job bid is accepted, he/she will be given a period not to exceed thirty (30) working days in which to meet fully the requirements of the job as specified in the job classification. During this period, the employee will receive no less than the rate of pay established for such job. If at any time within the qualifying period the employee does not qualify for the job in the sole determination of the Hospital, he/she shall be returned to the permanent job he/she held prior to his/her accepted bid. If at any time during the qualifying period the employee wishes to return voluntarily to his/her former position, he/she may do so.

(c) If there are no qualified bidders for any open and posted job, the hospital shall open the bidding process for three (3) additional days and consider bids from all members of the bargaining unit before seeking non-bargaining unit members to fill the job.

(d) On the demotion of an employee within his/her department, provided he/she has been in his/her current position for ninety (90) or more days, he/she shall continue to receive his/her current rate or the maximum for his/her new position, whichever is lower. If the employee has been in his/her current position less than ninety (90) days, he/she shall remain at the beginning rate for his/her new position.

(e) An employee transferring from one department to another will receive the minimum pay for the new job unless he/she possesses experience that would warrant a higher rate of pay in the determination of the Hospital.

#### Section 8. An employee's seniority and employment shall terminate if:

(a) The employee quits.

(b) The employee is discharged.

(c) The employee fails to give notice of his/her intent to return to work within three (3) working days and/or fails to report for work within five (5) calendar days after issuance of the Hospital's last notice of recall by certified mail to the last known address of such employee as shown by the Hospital's records. It shall be the responsibility of employees to provide the Hospital with a current address.



(d) The employee is absent from work for three (3) consecutive working days without advising the Hospital of a reason acceptable to the Hospital for such absence.

(e) The employee overstays a leave of absence without advising the Hospital of a reason acceptable to the Hospital.

(f) The employee gives a false reason in requesting a leave of absence, or engages in other employment during such leave of absence.

(g) A settlement with the employee has been made for total disability.

(h) The employee is retired.

(i) The employee is laid off or has not, for any reason, worked for the Hospital for a continuous period exceeding the length of his/her employment or twelve (12) calendar months, whichever occurs sooner.

(j) The employee falsified pertinent information on his/her application for employment.

(k) The employee participates in any strike, sit-down, stay-in, slowdown, curtailment of work, restriction of production, interference with the operation of the Hospital, or any picketing or patrolling during the term of this Agreement.

(l) Intoxicants are brought into or consumed on the Hospital premises.

(m) Reporting for duty under the influence of intoxicants.

(n) Use or possession of abusive drugs not prescribed by a physician.

(o) The employee intentionally falsifies payroll information for himself/herself or any other employee.

**Section 9.** The Hospital agrees to post a continuing seniority list by job classification, seniority, and bargaining unit seniority. Separate seniority lists shall be posted for full-time employees who shall only have seniority with respect to the persons on their respective lists. An employee's standing on the published list will be final unless protested to the Hospital's personnel office not later than thirty (30) calendar days after the list has been posted on the Hospital's bulletin board.

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement shall show the date of hire, names, and job titles of all employees of the unit entitled to seniority.

(c) The Hospital will keep the seniority list up to date at all times, and will provide the President with up-to-date copies at least every ninety (90) days. In addition, the Hospital will post the seniority list quarterly.

## ARTICLE X Hours and Overtime

**Section 1. Regular Work Day:** A "regular work day" shall fall within a period of seven (7) days beginning at 7:00 a.m. on Wednesday and ending at 7:00 a.m. on the following Wednesday.

**Section 2. Regular Work Week:** The "regular work week" shall consist of forty (40) hours within the work week, or five (5) regular work days.

**Section 3.** Nothing in this Agreement shall be construed as a guarantee by the Hospital of hours worked per day, per week, or per year. Employees shall report for work dressed and ready for work at their job location and quit work at their job location at the time designated by the Hospital as the beginning and end of their regular work day, unless expressly assigned to overtime or call-back work by the Hospital, or in the event their shift relief (in the case of shift workers) fails to report for work at the job location. Time used for meals shall not be counted as time worked.

**Section 4. Rest Periods:** Employees shall be entitled to two (2) rest periods of fifteen (15) minutes each during their regular work day, one (1) during the first four (4) hours of the shift, and one (1) during the second four (4) hours of the shift, as scheduled by the Hospital for each employee.



Section 5.

(a) If requested to work overtime or extra hours, an employee will be expected to do so unless he/she is excused for good cause. When operating conditions permit, the Hospital will try to give employees at least four (4) hours advance notice when they are required to work extra hours or overtime. However, the Hospital recognizes that it may frequently be inconvenient for individual employees to work overtime or extra hours, and it will, therefore, give due consideration to each request for relief therefrom.

(b) Time and one half of the regular straight time hourly rate will be paid for all hours worked:

1. In excess of eight (8) hours worked in any working day, except as set forth in subparagraph 3 hereof.

2. In excess of eighty (80) hours worked in any two (2) week payroll period.

3. All employees on a regular schedule of over eight (8) hours per day shall be compensated for overtime purposes on the basis of time and one half the regular straight time hourly rate for all hours in excess of forty (40) in a work week.

(c) Absence due to illness shall not be counted as a day worked for purposed of this section.

(d) All overtime work to which overtime pay is applicable shall be distributed as equally as possible among all employees within a reasonable period of time and within the classification affected, provided the employee is capable of performing the work.

(e) Overtime pay shall not be pyramided, compounded, or paid twice for the same hours worked.

ARTICLE XI  
Leaves of Absence

Section 1. A leave of absence is a written authorized absence from work for not more than six (6) months at a time, and without pay. A leave shall be granted, denied, or extended in the exclusive discretion of the Hospital upon written request from an employee, who shall state the reason for such leave upon his/her application. Only employees regularly scheduled to work thirty-two (32) or more hours per week, and who have worked thirty-two (32) or more hours per week continuously for the Hospital for one (1) year or more, shall be eligible to request a leave of absence.

(a) All accumulated P.D.O.'s over ten (10) days (eighty (80) hours) must be used prior to the granting of an unpaid L.O.A. to a qualified employee.

(b) Request for leaves due to illness must be accompanied by a allopathic, osteopathic, podiatric or licensed physician's certificate that the employee is unable to work, and the reason therefor.

(c) In no event shall the duration of any leave exceed six (6) months, unless otherwise provided for in this Article.

(d) All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.

(e) If an employee obtains a leave of absence for a reason other than that stated at the time the request is made, the employee will be terminated from his/her job without recourse.

(f) A leave may not commence or end upon the following days:

1. The day before or the day following a holiday.

2. The day preceding or following a vacation.

(g) Failure to return to work on the date scheduled, unless excused for an acceptable reason, shall be cause for termination in the sole discretion of the Hospital.

(h) Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Hospital. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the Hospital without recourse.

(i) No employee shall return to work prior to the expiration of his/her leave unless otherwise agreed to by the Hospital.

(j) Management will respond in writing to request for L.O.A. within seven (7) days.

(k) Time absent on leave shall not be counted as time at work for any purpose, including seniority, except as hereinafter provided to the contrary.

Section 2. Upon return of an employee from a leave of absence, he/she shall be re-employed at work generally similar to that which he/she did last and at the prevailing rate of pay for that job, if qualified. With respect to leaves of absence resulting from disability by reason of accident, sickness, or pregnancy, where the request and duration of the leave of absence does not exceed sixteen (16) weeks in duration, the employee shall be entitled to re-employment in the same job.

Section 3. Any employee on a leave of absence for any reason, including but not limited to illness, who does not return to work within six (6) months of leaving or a period equal to the length of his/her employment, whichever is shorter, shall cease to be an employee and his/her seniority shall automatically be terminated.

Section 4. Educational Leave: Upon written application, employees who are regularly scheduled to work twenty-four (24) or more hours per week after one (1) year of employment may be granted a leave of absence, without pay, to pursue a full time education program in an employment related field, for a period up to six (6) months. Such leave will be without pay, and during the leave benefits under this Agreement shall not accumulate or accrue. Upon completion of such program, he/she shall be re-employed at work generally similar to that which he/she did last and at the prevailing rate of pay for that job, if available. An educational leave shall require the recommendation of the employee's department head, subject to the final approval of the Administrator.

Section 5. Members of the bargaining unit selected to attend Union conferences or conventions will be allowed, upon seven (7) calendar days prior written notice to the Hospital with a statement of the reasons for the leave request included, to participate without pay by the Hospital; provided, however, that no more than two (2) such bargaining unit members shall be engaged at any one (1) time, provided they are not from the same Hospital Department, and for no longer than seven (7) calendar days.

Section 6. The Hospital will give enlistees and draftees in the Armed Forces of the United States all the benefits accorded them by the Universal Military Training and Service Act, provided he/she is a full-time employee, he/she receives an honorable discharge, and he/she reports for work within ninety (90) days of the date of discharge.

Section 7. Jury Duty: After completion of the probationary period, a full time employee who is summoned and reports for Circuit Court jury duty, as prescribed by law, shall be granted a leave of absence for such periods, but is limited to a maximum of thirty (30) days in any calendar year, and shall be paid the difference between the jury duty fee which he/she receives for such service and his/her then current straight time rate which he/she would have received if he/she had worked for working time actually lost. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty. Time served on jury duty shall not be considered as time worked for purposes of computing overtime. Employees dismissed at 12 noon or before shall be required to report for work for the balance of the day shift, or the full shift, should they be employed on the afternoon or night shift. Jury duty does not include interview and screening days unless compelled by the jury commission to report during the employee's working hours. Part time employees will be compensated as specified in this Article while serving on jury duty for the actual periods of absence from their regularly scheduled hours of work.

Section 8. Funeral Leave:

(a) After completion of the probationary period, a full-time employee will be allowed time off with pay, up to a maximum of three (3) scheduled working days, to attend the funeral for a member

of his/her, or his/her spouse's, immediate family. Immediate family includes spouse, children, parents, brothers, and sisters.

(b) An employee excused from work under this section shall after making written application, receive the amount of wages that he/she would have earned by working during straight hours on such scheduled days of work for which he/she was excused. Time thus paid will not be counted as hours worked for the purpose of overtime.

**Section 9. Military Leave:** Each employee will be covered by the applicable military service laws.

**Section 10.** For good cause shown, and in the sole discretion of the Hospital, employees may request leaves of absence for reasons other than those stated in this Article, and such request for leave shall be granted or denied in the sole discretion of the Hospital.

**Section 11.** Members of the Union elected or appointed to Union positions which take them from their employment with the Hospital shall receive a temporary leave of absence without pay, up to a period not to exceed one (1) year, and said leave shall be renewable for an additional six (6) months. Employees desiring leaves under this section shall notify the Hospital seven (7) days in advance of the date on which such leave is to become effective and shall specify the facts giving rise to the request for the leave. No more than one (1) employee shall be off on leave under this section at any time.

**Section 12.** No benefits during a L.O.A., Health care will be paid for the first month of an unpaid leave of absence.

**Section 13. Family Leave:** The employer will comply with the U.S. Family Leave Act of 1993 with regard to request for unpaid leaves of absence submitted by eligible bargaining unit employees under this Act.

## **ARTICLE XII Bulletin Boards**

**Section 1.** The Hospital agrees to provide bulletin board space in the Hospital and in the office annex, which may be used by the Union for the following notices:

- (a) Notices of Union meetings.
- (b) Notices of Union elections and the results where they pertain to the Hospital's employees.
- (c) Notices of Union recreational and social events.
- (d) Other notices concerning Union affairs which are not political or controversial in nature.

**Section 2.** It is agreed that all other notices prior to being posted shall be submitted to the Hospital for its approval.

**Section 3.** It is further agreed that all notices, including those posted by the Union as provided herein and those posted by the Hospital, shall not be mutilated, destroyed, or defaced by the employees.

**Section 4.** The Union agrees that in no event shall such notices be politically partisan, derogatory of the Hospital or the Hospital's officers, agents, supervisors, employees, departments, or subdivisions, or derogatory or critical of the services, techniques, or methods of the Hospital.

**Section 5.** There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matters, notices, or any kind of literature upon the Hospital's premises other than as herein provided.



**ARTICLE XIII**  
**Supervisors Working**

Section 1. Supervisors shall be permitted to perform bargaining unit work in the following instances:

- (a) In emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations and services or where regular employees are not available.
- (b) To instruct or train employees.
- (c) To do experimental work on a new job.
- (d) To fill personnel shortages caused by scheduled employees not reporting to work.
- (e) In all other cases where unit employees are not displaced.
- (f) The grievance procedure shall be available for use when the amount of productive work performed by supervisors is considered to be abnormal or unusual.

**ARTICLE XIV**  
**Strike Work Interruptions**

Section 1. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the Hospital's premises. The Union further agrees that there shall be no strikes, sit-downs, slowdowns, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the Hospital. The Union further agrees that neither it nor any of its representatives or members shall either directly or indirectly authorize, permit, assist, encourage, condone, defend, or in any participate in or lend support to any of the conduct prohibited by this section; and the Union further agrees that it will use its best efforts to prevent any such prohibited conduct.

Section 2. Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment as to employees, and/or of exercise of any legal right or remedy as to the Union, and/or cancellation of this Agreement by the Hospital.

**ARTICLE XV**  
**Visitation Rights**

Section 1. Where, in the opinion of the Hospital, it is reasonable and necessary for a Union agent other than an employee to enter the Hospital's premises to investigate a previously filed grievance, such agent shall first secure written permission from the Administrator, and shall then obtain a mutually satisfactory date and time for the visit. A representative of the Administrator may accompany the Union agent while he/she is on the premises.

**ARTICLE XVI**  
**Joint Occupational Health Program**

Section 1. It is recognized that the Hospital and the Union have concern for the protection and preservation of the health and welfare of all those employees under this Agreement, just as it is recognized that all employees have a responsibility to follow safe work procedures.

Section 2. A safety committee consisting of at least six (6) members shall be established. Three (3) of the members will be selected by the Union, and the others selected by the Hospital. Persons so named shall serve until removed by their appointive authority, and will assist in the determination or

administration of safety rules and regulations. The names of such members, and any changes thereof, will be submitted in writing to both parties respectively. The names of such members will be posted on the union bulletin boards.

Section 3. This committee shall periodically report to the Administrator what recommendations, if, it has for improvements in safety, sanitation, and health conditions affecting employees.

Section 4. The Hospital retains the sole discretion to determine what action, if any, it should take regarding the recommendations and/or findings of this committee. The committee shall have no part in any disciplinary action against any employee for violation of any safety or health rules, regulations, or policies.

## ARTICLE XVII General Provisions

Section 1. **Medical Examinations:** In the interest of safeguarding the health of the employees and of patients, the Hospital may require employees to take a medical examination at the time they are hired and at such other times as deemed advisable by the Hospital.

(a) Hospital and Union agree that failure of employees to report accidents, no matter if minor in character, can result in a loss of life or limb to employees and a distribution of orderly and efficient conduct of Hospital operations. Therefore, employees are required to immediately report to a department supervisor any accident or injury, major or minor in character, which shall occur to them, and if directed by the supervisor to do so, shall immediately report to the Hospital emergency room.

(b) In the case of employees being absent for more than two (2) days from work due to illness or physical impairment, they may be required to obtain a certificate of physical fitness, without restriction, signed by an allopathic, osteopathic, podiatric or licensed physician, before returning to work.

Section 2. **Courtesy, and Protection of Confidential Information:** The Union and the Hospital recognize the importance of courtesy and the protection of confidential information concerning patients and their families. Any and all information gathered or heard, officially or unofficially, about a patient shall be construed as confidential. Proven acts of discourtesy, or release of the aforementioned information by an employee to a patient, a fellow employee, or any unauthorized person shall be regarded as a breach of confidence.

Section 3. A progress review shall be completed on each employee thirty (30), sixty (60), and ninety (90) days following his/her date of hire. A career development review shall be completed on each employee six (6) months following his/her date of hire, and annually thereafter. The purpose of this review is to enable the employee to look at his/her work objectively; to study his/her progress; identify strong points; and establish a program for further career development. The employee signs the review only to indicate that it has been reviewed with him/her, and his/her signature implies neither agreement nor disagreement with said review. The review is retained in the employee's personnel record, and a copy is available for the employee if desired.

Section 4. The Union and the Hospital each agree to pay one-half (1/2) the cost of printing the Agreement.

Section 5. **Holiday Pay:** Recognizing that the Hospital is in operation every day of the year and that it is not possible for all employees to be off duty on the same day, the Hospital shall have the right in its sole discretion, but on an equitable basis, to require employees to work on any holidays. In the event an employee is required to work on any of the following holidays: Christmas Day, New Year's Day, Thanksgiving Day, July 4th and effective October 1, 1993 Employees Birthday, he/she shall be paid

at one and one-half (1-1/2) times his/her regular rate for all hours worked on said holiday. Employees receiving time and one-half for the holiday worked under the provisions of this section shall not receive an additional PDO for that day. Holidays for midnight shift employees shall be considered as commencing with the holiday eve shift.

**Section 6. Shift and Weekend Differential:**

(a) A shift differential of twenty (.20) cents per hour will be paid to all employees starting at 3:00 P.M. and ending at 8:00 A.M. if they have worked four (4) or more hours in that time frame. No shift differential will be paid for hours worked before 3:00 P.M. or after 8:00 A.M.

(b) A weekend differential of fifteen (.15) cents per hour will be paid for a 48 hour period extending from 7:00 a.m. on Saturday until 7:00 a.m. on Monday.

**ARTICLE XVIII  
Worker's Compensation**

Section 1. The Hospital, for the duration of this Agreement, agrees to pay the full cost to maintain insurance under the provisions of the Worker's Compensation Act for accidental injury which arises out of and in the course of the Hospital's employment. Any employee who suffers an accidental injury or illness in the source of employment must notify his/her immediate supervisor at once of the injury or illness.

**ARTICLE XIX  
Job Classification**

Section 1. It is understood that the determination and operation of the job classification is the function and responsibility of the Hospital. It is further understood that the Hospital may, in its sole discretion, redefine existing job classifications or create new classifications.

The job classification shall be made available by the Hospital at all time for examination by the members of the Union in connection with the handling of the grievance of any employee or group of employees as to the job classification of any job.

Section 2. It has been found impracticable to include in the job classification every duty each employee performs, therefore the duties of some job classifications may overlap. Each job has certain major requirements which remain constant, and where possible, the job classifications will include the major duties and requirements of the job.

Section 3. It is agreed that within reasonable limits, and without prejudices as to the rights of employees concerning layoff and recall from layoff, the job classifications herein above referred to are not deemed to be the limiting boundaries of an employee's work but rather to be a general statement of his/her usual duties and a guide for equitable graduation and classification.

**ARTICLE XX  
Wage Rates and Credit Union**

Section 1. The straight time hourly rates are established as indicated in Schedule A of this Agreement.

Section 2. Monthly or bi-monthly payroll deductions to a credit union will be made if requested.

**ARTICLE XXI  
Insurance and Retirement Benefits**

Section 1. Group Life Insurance: The Hospital will maintain at its own expense a group life insurance policy or policies covering the life of each employee who is regularly scheduled to work



thirty-two (32) or more hours per week and has completed three (3) months of employment, in the principle amount of the employee's annual base wage determined at the beginning of the policy year to the nearest even \$1,000, payable to the beneficiary named by the insured employee. Any employee not averaging thirty-two (32) or more hours per week for a continuous ninety (90) day period will not be eligible for this benefit. Credit for lost time due to Hospital will be given provided it is not a formal layoff.

## Section 2. Hospitalization:

(a) Each employee who is regularly schedules to work thirty-two (32) or more hours per week is eligible under the Hospital Health Insurance Plan administered by NGS contract dated May 1, 1990. The employee must sign up on his/her date of hire if he/she wishes coverage within the first two (2) months of his her employment, or wait until the next annual open period. Any employee not averaging thirty-two (32) or more hours per week for a continuous ninety (90) day period will not be eligible for this benefit. Credit for lost time due to Hospital will be given provided it is not a formal layoff.

(b) The Hospital shall pay the semi-private premium for employees who are regularly scheduled to work thirty-two (32) or more hours per week.

(c) Dependent and family coverage is also available through the hospitalization plan at a low group rate. For this coverage the employee must apply on the date of hire or wait until the next annual open period.

(d) The Hospital will pay full family coverage for employees regularly scheduled to work thirty-two (32) or more hours per week, who elect such coverage and are eligible therefore. There will be no x-ray and laboratory deductible if performed at Caro Community Hospital. The above coverage will include a \$3.00 prescription rider. The employee must sign up on his/her date of hire if he/she wishes coverage within the first two (2) months of his/her employment, or wait until the next annual open period. Any employee not averaging thirty-two (32) or more hours per week for a continuous ninety (90) day period will not be eligible for this benefit. Credit for lost time due to Hospital will be given provided it is not a formal layoff.

(e) The Hospital will continue coverage of health insurance benefits for employees whose hours of work are reduced below thirty-two (32) hours per week but who have a least twenty-four (24) hours per week, up to the last day of the month in which the Hospital reduces the employees hours. Subsequently, the Hospital will pay fifty (50%) per cent of the health insurance premium for such employees, for a period of up to ninety (90) days, if the employee elects to continue such coverage.

(f) Employees who are covered by basic health care insurance under another plan shall not be covered by the Hospital's basic coverage, but shall be covered by the Hospital's major medical program.

(g) Eligible employees who are not enrolled in the Hospital's basic health care insurance program (Blue Cross-Blue Shield or alternate health care programs may elect either of the following options:

1. To be paid a sum of two hundred twenty-five (\$225.00) dollars per month through April 30, 1995 and then be paid one-hundred seventy-five (\$175.00) dollars per month beginning May 1, 1995. Said payments will be made to the employee monthly and be included in a regular paycheck, subject to required withholding; or

2. To be enrolled in the existing Hospital dental insurance program (or Alternate program offered by the Hospital), with the Hospital paying the cost of such coverage.

Notwithstanding the foregoing, at no time may the employee enrollment in the Hospital's health insurance program fall below the minimum number of employees required for the program; and accordingly, if too many employees wish to discontinue such coverage, seniority shall be the controlling factor in determining which employees are permitted to discontinue.

(h) Bargaining unit employees regularly scheduled to work thirty-two (32) or more hours per week may elect to enroll in the existing Hospital Dental insurance program (or alternate program offered by the Hospital) at their own expense.



(i) The Hospital shall have the right to offer alternate health care programs such as an HMO or PPO program. The Hospital shall have the authority to change existing health insurance carriers so long as equivalent coverage is provided to the employee.

(j) Employees or their dependents will be required to pay a twenty-five (25%) deductible for any service provided by any other provider that are provided at Caro Community Hospital or any location operated by Caro Community Hospital with the following stipulations:

1. Hospital services, not clinical services.
2. Does not apply to urgent or emergency care when out of town.
3. Applies to all employees of Caro Community Hospital.
4. Use of Special Conferences for discussion if needed.
5. When physician dictates where services are to be provided:
  - a) Employee will make physician aware of benefit
  - b) Employee will notify Caro Community Hospital Administration prior to having services performed.
6. These changes will be effective May 1, 1994.

**Section 3. Pension Plan:** The current Hospital plan, as amended May 1, 1985 will continue to be available to all employees who work thirty-two (32) or more hours per week. The Hospital will deposit an amount equal to four and one-half (4-1/2) percent of an eligible employees gross annual salary with deposits being made in accordance with the pension plan. The Hospital shall have the right to change the existing pension plan and carrier so long as equivalent pension benefits are provided to the employees.

**Section 4.** The Hospital will provide short term disability insurance in the amount of one hundred and fifty (\$150.00) dollars per week for each employee who regularly works thirty-two (32) or more hours per week. Any employee not averaging thirty-two (32) or more hours per week for a continuous ninety (90) day period will not be eligible for this benefit. Credit for lost time due to Hospital will be given provided it is not a formal layoff.

## ARTICLE XXII Maintenance of Discipline

The Hospital shall have the right to discipline or discharge any employee, but only for cause. The Hospital shall have the right to institute, maintain, and modify such rules and regulations governing the conduct of the employees as the Hospital may from time to time deem appropriate. Discipline other than by verbal warning must be by proper written notice, and the employee will be required to acknowledge receipt of such written notice or forfeit his/her right to the grievance procedure. Any employee who has been disciplined or discharged shall have recourse to the grievance procedure as to matters of fact in the alleged action of such employee.

## ARTICLE XXIII Complete Agreement

The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the Hospital and the Union, and are intended to be and shall be in full settlement of all issues which were or could become the subject of grievances between the parties. Consequently, it is agreed that none of such issues under the previous Agreement shall be subject to grievance or arbitration procedures during the term of this Agreement. Further, when the terms of this Agreement become effective, they shall supersede and render ineffective any conflicting provisions of any previous Agreement as may now exist.

**ARTICLE XXIV**  
**Paid Days Off**

**Section 1.** The "Paid Days Off" (PDO) plan takes the place of holidays, vacations and sick days. All employees who are regularly scheduled to work twenty-four (24) or more hours per week earn paid days off as hereinafter set forth. Employees earn paid days off from their date of hire, but may not use them until they have completed 1,040 hours of employment. PDOs are earned on the basis of hours paid by the Hospital. Overtime hours and recorded call-in hours will be included in such calculations on a straight time basis. Effective October 1, 1991, step adjustments shall become effective the first (1st) day of the next pay in which an employee earns the required hours. PDO hours will be earned for hours paid directly by the Hospital, on the following basis:

**For employees hired before October 1, 1985:**

-0- through 2,080 hours of employment	- .0808 PDO per hour paid
2,081 through 4,160 hours of employment	- .0808 PDO per hour paid
4,161 through 6,240 hours of employment	- .0885 PDO per hour paid
6,241 through 8,320 hours of employment	- .0962 PDO per hour paid
8,321 through 10,400 hours of employment	- .1038 PDO per hour paid
10,401 through 12,480 hours of employment	- .1115 PDO per hour paid
12,481 through 14,560 hours of employment	- .1192 PDO per hour paid
14,561 through 16,640 hours of employment	- .1269 PDO per hour paid
16,641 through 18,720 hours of employment	- .1346 PDO per hour paid
18,721 through 20,800 hours of employment	- .1423 PDO per hour paid
All hours over 20,800 hours of employment	- .1538 PDO per hour paid

**For employees hired on and after October 1, 1985:**

-0- through 2,080 hours of employment	- .0692 PDO per hour paid
2,081 through 4,160 hours of employment	- .0692 PDO per hour paid
4,161 through 6,240 hours of employment	- .0731 PDO per hour paid
6,241 through 8,320 hours of employment	- .0769 PDO per hour paid
8,321 through 10,400 hours of employment	- .0808 PDO per hour paid
10,401 through 12,480 hours of employment	- .0885 PDO per hour paid
12,481 through 14,560 hours of employment	- .0962 PDO per hour paid
14,561 through 16,640 hours of employment	- .1038 PDO per hour paid
16,641 through 18,720 hours of employment	- .1115 PDO per hour paid
18,721 through 20,800 hours of employment	- .1192 PDO per hour paid
20,801 through 22,880 hours of employment	- .1269 PDO per hour paid
22,881 through 24,960 hours of employment	- .1346 PDO per hour paid
24,961 through 27,040 hours of employment	- .1423 PDO per hour paid
27,041 through 29,120 hours of employment	- .1462 PDO per hour paid
29,121 through 31,200 hours of employment	- .1500 PDO per hour paid
All hours over 31,200 hours of employment	- .1538 PDO per hour paid

**Section 2.** Employees regularly scheduled to work fewer than twenty-four (24) hours per week are not eligible for PDOs.

Section 3. PDOs may be accumulated up to fifty (50) days (400 hours). Any accumulation over fifty (50) days as of December 31 will be paid in cash at the straight hourly rate.

Section 4. Any employee working forty (40) or more hours per week is required to take off, at one time each year, five (5) consecutive working days, exclusive of days taken off for illness. Any days taken off from work under the provisions of this Article shall be scheduled by the Hospital with consideration for the seniority and desires of the employee concerned, consistent with efficient operations. If a regular pay day falls during an employee's absence in accordance with this section, he/she may receive that check in advance provided he/she makes such a request two (2) weeks in advance of his/her last day worked.

Section 5. PDOs will not be paid for days off if the employee has not made previous arrangements for time off. Sick days are an exception, but when off for sickness, the employee must call his/her supervisor as soon as he/she knows he/she will not be at work but no later than one (1) hour prior to the employee's scheduled starting time.

Section 6. Employees who quit without giving five (5) working days notice, except in the case of unforeseen circumstances, shall forfeit their paid days off.

Section 7. Any employee not averaging twenty-four (24) or more hours per week for a continuous ninety (90) day period will not be eligible for this benefit. Credit for lost time due to Hospital will be given provided it is not a formal layoff.

Section 8. The following named part time employees hired prior to October 1, 1985 will continue to earn P.D.O.'s:

1. Campbell, Alexander M.

All other employees hired prior to October 1, 1985 must maintain current eligibility requirements to earn P.D.O.'s.

## ARTICLE XXV Duration of Agreement

Section 1. **Effective Period:** This Agreement shall become effective as of 7 A.M. on October 1, 1992, and shall continue in full force and effect until 7 A.M. on October 1, 1995, when it shall terminate. If either party desires to renegotiate this Agreement, it shall give the other party written notice to that effect not less than sixty (60) or more than ninety (90) days prior to October 1, 1995. In any event, this Agreement shall not be extended beyond October 1, 1995, except by written consent of both parties.

(a) **Contract Reopener:** Either party may reopen this contract in the third (3rd) year for the sole purpose of negotiations on wage rates upon a sixty (60) day prior written notice.

Section 2. **Separability:** If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law.

Section 3. It is expressly understood and agreed that should any wage disbursements made under the provisions of this Agreement be declared illegal or invalid by legislation, decree of a court of competent jurisdiction, National Labor Relations Board, Pay Board, Cost of Living Council, Internal Revenue Service, Federal Economic Stabilization Act, or other established or to be established governmental administrative tribunal, the Hospital shall have the right to adjust wages only to the extent permitted by the provisions of such law.

Section 4. It is further agreed that this Agreement can only be added to, detracted from, altered, amended, or modified by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives.

Section 5. Should any provisions contained in this Agreement be declared invalid by reason of any existing or subsequently enacted legislation or court decree, the invalidation of any part or portion of this Agreement shall not invalidate the remaining portions, which will continue in full force and effect.

#### ARTICLE XXVI Subcontracting

It is expressly understood and agreed that the parties shall commence negotiations for the purpose of discussion concerning subcontracting which would prevent any economic hardship to the Hospital. The Union and the Hospital hereby agree to negotiate in good faith any subcontracting needed to rectify the economic hardship and work toward the prevention of losses and deficits by the Hospital. The Hospital further reserves the right to again subcontract the Physical Therapy Department if it ever becomes impossible to staff the department without a subcontract.

#### ARTICLE XXVII On-Call Substitute Employees

The Hospital shall have the right to secure the services of on-call substitute employees to replace regular employees who are absent as a result of vacations, leaves, and/or extended leaves of absence or sickness.

It is understood that Hospital benefits and seniority rights are not extended to these on-call employees.

It is also understood that the on-call substitute employees will not be in the Union.

It is further agreed that on-call substitute employee will not be used when regular employees are laid off or having a reduction in hours.

Orientees will not be used to displace bargaining unit members.

#### ARTICLE XXVIII Stand-by Pay

Section 1. Employees who are required to be available on stand-by call at home in the evening, or outside their regularly scheduled working hours shall receive Twelve (\$12.00) dollars for each consecutive twenty-four (24) hour period while on such call status.

#### ARTICLE XXIX Call-Back Pay

Section 1. An employee called back to work while on standby shall be paid two (2) hours at his/her base hourly rate or time and one-half for actual hours worked, whichever is greater.



**ARTICLE XXX**  
**Unemployment Insurance**

The Hospital agrees to use the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement. Coverage is through Michigan Hospital Association.

**ARTICLE XXXI**  
**Government Assisted Programs**

The parties agree that the Hospital may participate in governmentally assisted employment programs established by local, state, or federal governmental units. The employment of persons under such programs shall not be subject to the provisions of this collective bargaining agreement. The parties further agree that the use of government assisted programs will not displace or replace bargaining unit employees through participation in such programs.

**ARTICLE XXXII**  
**Wage Rates**

Section 1. The wage rates for employees covered by this Agreement are set forth in Schedule A hereto.

(a) Full-time and part-time employees shall progress to the next rate step based on paid hours. Rate adjustments shall become effective the first (1st) day of the next pay in which an employee reaches the required hours for the next wage step.

(b) All temporary employees shall be paid at the hiring rate for the duration of their temporary employment.

(c) Temporary employee seniority date and wage scale placement shall commence on the date of hire as a full time or part time employee.

(d) An employee hired after the effective date of this Agreement may, at the discretion of the Hospital, start at any wage rate specified in this schedule for his/her job classification, commensurate with his/her prior equivalent experience.

(e) A bargaining unit employee who temporarily is filling another job classification within the bargaining unit where the prevailing wage rate is greater than the employee's current wage rate, shall receive the higher wage rate during such period of temporary assignment.

(f) The Hospital will perform a job classification evaluation on all job classifications during the next eighteen (18) months.

**ARTICLE XXXIII**  
**Cash Bonus Plan**

The Hospital shall establish a cash bonus plan based upon the following elements:

(a) The base year for the plan is the 1987 calendar year.

(b) The plan is based on increases in gross Hospital operating revenues as determined by the audited financial statement prepared by the Hospital's auditor.

(c) The bonus program is based on any increases in gross operating revenues during 1988 over the base year of 1987. In determining gross operating revenues, there shall be excluded the revenues generated from any present or future clinics.

(d) In order to trigger a bonus under this plan, there must be a minimum increase of \$500,000 in 1988 gross operating revenues over 1987 gross operating revenues. If the increase is less than this amount, there will be no bonus.

(e) The bonus for each employee will be based upon one (1%) per cent of his/her annual gross earnings for each \$1,000,000 of increase in gross operating revenues, on a prorated basis. Accordingly, if the increase in gross operating revenues is \$750,000, each employee would be

entitled to a bonus of three quarters of one percent (.0075) of his/her annual gross earnings, and if the increase in gross operating revenues is \$450,000, there would be no cash bonus.

(f) In order for an employee to be eligible for the cash bonus, he/she must be employed as of April 1 of the year following the bonus year, and must have earned wages in the qualifying bonus year. Accordingly, in order to earn a bonus for the calendar year 1988, the employee must be employed on April 1, 1989, and must have earned some wages in the qualifying bonus year of 1988.

(g) Payment of any bonus will be by lump sum on or before April 30, subject to required withholding and deductions.

(h) The second contract year cash bonus will be on the same terms and conditions, based on any further increases in gross operating revenues for the year 1989 over the base year of 1988. This bonus, if any, will be payable in April of 1990. Any bonus for the third year of the collective bargaining agreement will be subject to the provisions of the reopener.

IN WITNESS WHEREOF, the above parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this 11<sup>th</sup> day of JANUARY, 1995.

THE CARO COMMUNITY HOSPITAL

By: William P. Miller

Its: Chief Executive Officer

By: Nate J. Perz

Its: Chairman of The Board of Trustees

THE AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES,  
AFL-CIO, COUNCIL NO. 25

By: [Signature]

Its: Staff Representative

LOCAL NO. 2560

NEGOTIATING COMMITTEE

By: Pamela Stephens, Pres

Kim Kennedy

Lisa Wightman

Kay Hutchinson

Louise Siskumar

Viola G. Petypis

Karen Dasko

SCHEDULE A  
WAGE RATES FOR JOB CLASSIFICATIONS  
EFFECTIVE OCTOBER 13, 1993  
PAGE 1 OF 2 PAGES

CLASSIFICATION:	HOURS							
	MIN.	1040	2080	4160	6240	14560	20800	31200
1. MAINTENANCE HELPER	5.66	5.98	6.22	6.47	6.64	6.76	6.88	7.02
2. DIETARY AIDE	6.12	6.47	6.73	6.97	7.14	7.26	7.35	7.50
3. INHALATION THERAPIST AIDE NURSE AIDE ORDERLY CLERK TYPIST ADMITTING CLERK CLERK TYPIST (PURCHASING) PHYSICAL THERAPY AIDE HOUSEKEEPING AIDE	6.15	6.47	6.73	6.97	7.14	7.26	7.35	7.50
4. HEALTH UNIT COORDINATOR	6.28	6.61	6.87	7.11	7.26	7.37	7.50	7.67
5. MEDICAL RECORD TECHNICIAN SURGICAL TECHNICIAN COOKS HELPER LABORATORY AIDE	6.47	6.80	7.07	7.30	7.48	7.61	7.71	7.86
6. HOUSEKEEPING WK FLOW LDR	6.55	6.88	7.14	7.36	7.55	7.63	7.77	7.92
7. BILLING CLERK (OUTPATIENT) ACCOUNTS RECEIVABLE CLERK BOOKKEEPING CLERK BILLING CLERK (CLINIC)	6.58	6.90	7.14	7.38	7.58	7.71	7.78	7.93
8. COOK	6.64	6.97	7.23	7.48	7.65	7.77	7.84	8.00
9. CERT. MED. TRANSCRIPT	6.70	7.02	7.28	7.51	7.71	7.81	7.93	8.10
10. ACC. MED. REC. TECHNICIAN	6.73	7.07	7.30	7.58	7.74	7.84	7.97	8.13
11. SURGICAL TECHNICIAN (O.R.)	6.80	7.14	7.38	7.65	7.80	7.94	8.04	8.20
12. PHARMACIST CLERK	6.82	7.17	7.39	7.66	7.81	7.97	8.05	8.21
13. BILLING CLERK (INPATIENT) PATIENT CHARGE CLERK MED. REC. TECH. (REG. ART) GENERAL MAINTENANCE FINANCE SCTY & ACCTG CLK	6.97	7.30	7.58	7.80	7.99	8.10	8.19	8.35
14. ACCOUNTING CLERK	7.14	7.48	7.74	7.99	8.15	8.25	8.36	8.53
15. INHAL. THERAPIST (CERT.) BUILDING MAINTENANCE	7.30	7.61	7.90	8.15	8.29	8.43	8.53	8.71
16. COMPUTER OPERATOR	7.49	7.81	8.08	8.31	8.47	8.62	8.72	8.89
17. JUNIOR ACCOUNTANT	7.81	8.08	8.31	8.47	8.62	8.72	8.86	9.03
18. LICENSED PRACTICAL NURSE	7.99	8.29	8.54	8.81	8.96	9.10	9.18	9.37
19. LIC. PRACT. NURSE (O.R.)	8.25	8.60	8.84	9.10	9.27	9.38	9.47	9.67
20. MED. TECH (HEW/HHS QUAL.)	8.52	8.84	9.08	9.35	9.48	9.62	9.75	9.93
21. RADIOLOGY TECH. (REG)	8.64	8.96	9.21	9.47	9.62	9.77	9.87	10.07
22. P.T. ASSISTANT (CERTIFIED)	8.81	9.14	9.37	9.62	9.80	9.92	10.01	10.21
23. MED. TECH. (HEW/HHS CERT MT REGISTERED)	9.14	9.47	9.73	9.95	10.11	10.27	10.36	10.57
24. ULTRASOUND NON-R.D.M.S. RADIOLOGY TECH (REG)	10.09	10.42	10.68	10.94	11.09	11.21	11.33	11.55
25. MED. TECHNOLOGIST (MT REG. (ASCP), BS/MS REG.)	11.59	11.95	12.18	12.43	12.58	12.74	12.84	13.09
26. ULTRASOUND TECH. REG.	11.63	12.14	12.69	13.26	13.86	14.11	14.22	14.50



SCHEDULE A  
WAGE RATES FOR JOB CLASSIFICATIONS  
EFFECTIVE APRIL 13, 1994  
PAGE 1 OF 2 PAGES

CLASSIFICATION:	HOURS								
	MIN.	1040	2080	4160	6240	14560	20800	31200	
1. MAINTENANCE HELPER	5.77	6.10	6.34	6.60	6.77	6.90	7.02	7.16	
2. DIETARY AIDE	6.24	6.60	6.86	7.11	7.28	7.41	7.50	7.65	
3. INHALATION THERAPIST AIDE NURSE AIDE ORDERLY CLERK TYPIST ADMITTING CLERK CLERK TYPIST (PURCHASING) PHYSICAL THERAPY AIDE HOUSEKEEPING AIDE	6.27	6.60	6.86	7.11	7.28	7.41	7.50	7.65	
4. HEALTH UNIT COORDINATOR	6.41	6.74	7.01	7.25	7.41	7.52	7.65	7.82	
5. MEDICAL RECORD TECHNICIAN SURGICAL TECHNICIAN COOKS HELPER LABORATORY AIDE	6.60	6.94	7.21	7.45	7.63	7.76	7.86	8.02	
6. HOUSEKEEPING WK FLOW LDR	6.68	7.02	7.28	7.51	7.70	7.78	7.93	8.08	
7. BILLING CLERK (OUTPATIENT) ACCOUNTS RECEIVABLE CLERK BOOKKEEPING CLERK BILLING CLERK (CLINIC)	6.71	7.04	7.28	7.53	7.73	7.86	7.94	8.09	
8. COOK	6.77	7.11	7.37	7.63	7.80	7.93	8.00	8.16	
9. CERT. MED. TRANSCRIPT	6.83	7.16	7.43	7.66	7.86	7.97	8.09	8.26	
10. ACC. MED. REC. TECHNICIAN	6.86	7.21	7.45	7.73	7.89	8.00	8.13	8.29	
11. SURGICAL TECHNICIAN (O.R.)	6.94	7.28	7.53	7.80	7.96	8.10	8.20	8.36	
12. PHARMACIST CLERK	6.96	7.31	7.54	7.81	7.97	8.13	8.21	8.37	
13. BILLING CLERK (INPATIENT) PATIENT CHARGE CLERK MED. REC. TECH. (REG. ART) GENERAL MAINTENANCE FINANCE SCTY & ACCTG CLK	7.11	7.45	7.73	7.96	8.15	8.26	8.35	8.52	
14. ACCOUNTING CLERK	7.28	7.63	7.89	8.15	8.31	8.42	8.53	8.70	
15. INHAL. THERAPIST (CERT.) BUILDING MAINTENANCE	7.45	7.76	8.06	8.31	8.46	8.60	8.70	8.88	
16. COMPUTER OPERATOR	7.64	7.97	8.24	8.48	8.64	8.79	8.89	9.07	
17. JUNIOR ACCOUNTANT	7.97	8.24	8.48	8.64	8.79	8.89	9.04	9.21	
18. LICENSED PRACTICAL NURSE	8.15	8.46	8.71	8.99	9.14	9.28	9.36	9.56	
19. LIC. PRACT. NURSE (O.R.)	8.42	8.77	9.02	9.28	9.46	9.57	9.66	9.86	
20. MED. TECH (HEW/HHS QUAL.)	8.69	9.02	9.26	9.54	9.67	9.81	9.95	10.13	
21. RADIOLOGY TECH. (REG)	8.81	9.14	9.39	9.66	9.81	9.97	10.07	10.27	
22. P.T. ASSISTANT (CERTIFIED)	8.99	9.32	9.56	9.81	10.00	10.12	10.21	10.41	
23. MED. TECH. (HEW/HHS CERT MT REGISTERED)	9.32	9.66	9.92	10.15	10.31	10.48	10.57	10.78	
24. ULTRASOUND NON-R.D.M.S. RADIOLOGY TECH (REG)	10.29	10.63	10.89	11.16	11.31	11.43	11.56	11.78	
25. MED. TECHNOLOGIST (MT REG. (ASCP), BS/MS REG.)	11.82	12.19	12.42	12.68	12.83	12.99	13.10	13.35	
26. ULTRASOUND TECH. REG.	11.86	12.38	12.94	13.53	14.14	14.39	14.50	14.79	

SCHEDULE A  
WAGE RATES FOR JOB CLASSIFICATIONS  
EFFECTIVE FEBRUARY 1, 1995

CLASSIFICATION:	HOURS							
	MIN.	1040	2080	4160	6240	14560	20800	31200
1. MAINTENANCE HELPER FILING CLERK	5.91	6.25	6.50	6.76	6.94	7.07	7.20	7.34
2. DIETARY AIDE	6.40	6.76	7.03	7.29	7.46	7.60	7.69	7.84
3. INHALATION THERAPIST AIDE NURSE AIDE ORDERLY CLERK TYPIST ADMITTING CLERK CLERK TYPIST (PURCHASING) PHYSICAL THERAPY AIDE HOUSEKEEPING AIDE PHYSICIAN OFFICE ASSISTANT	6.43	6.76	7.03	7.29	7.46	7.60	7.69	7.84
4. HEALTH UNIT COORDINATOR	6.57	6.91	7.19	7.43	7.60	7.71	7.84	8.02
5. MEDICAL RECORD TECHNICIAN SURGICAL TECHNICIAN COOKS HELPER LABORATORY AIDE	6.76	7.11	7.39	7.64	7.82	7.95	8.06	8.22
6. HOUSEKEEPING WK FLOW LDR	6.85	7.20	7.46	7.70	7.89	7.97	8.13	8.28
7. BILLING CLERK (OUTPATIENT) ACCOUNTS RECEIVABLE CLERK BOOKKEEPING CLERK BILLING CLERK (CLINIC)	6.88	7.22	7.46	7.72	7.92	8.06	8.14	8.29
8. COOK	6.94	7.29	7.55	7.82	8.00	8.13	8.20	8.36
9. CERT. MED. TRANSCRIPT	7.00	7.34	7.62	7.85	8.06	8.17	8.29	8.47
10. ACC. MED. REC. TECHNICIAN	7.03	7.39	7.64	7.92	8.09	8.20	8.33	8.50
11. SURGICAL TECHNICIAN (O.R.)	7.11	7.46	7.72	8.00	8.16	8.30	8.41	8.57
12. PHARMACIST CLERK	7.13	7.49	7.73	8.01	8.17	8.33	8.42	8.58
13. BILLING CLERK (INPATIENT) PATIENT CHARGE CLERK MED. REC. TECH. (REG. ART) GENERAL MAINTENANCE FINANCE SCTY & ACCTG CLK	7.29	7.64	7.92	8.16	8.35	8.47	8.56	8.73
14. ACCOUNTING CLERK	7.46	7.82	8.09	8.35	8.52	8.63	8.74	8.92
15. INHAL. THERAPIST (CERT.) BUILDING MAINTENANCE	7.64	7.95	8.26	8.52	8.67	8.82	8.92	9.10
16. COMPUTER OPERATOR	7.83	8.17	8.45	8.69	8.86	9.01	9.11	9.30
17. JUNIOR ACCOUNTANT	8.17	8.45	8.69	8.86	9.01	9.11	9.27	9.44
18. LICENSED PRACTICAL NURSE	8.35	8.67	8.93	9.21	9.37	9.51	9.59	9.80
19. LIC. PRACT. NURSE (O.R.)	8.63	8.99	9.25	9.51	9.70	9.81	9.90	10.11
20. MED. TECH (HEW/HHS QUAL.)	8.91	9.25	9.49	9.78	9.91	10.06	10.20	10.38
21. RADIOLOGY TECH. (REG)	9.03	9.37	9.62	9.90	10.06	10.22	10.32	10.53
22. P.T. ASSISTANT (CERTIFIED)	9.21	9.55	9.80	10.06	10.25	10.37	10.47	10.67
23. MED. TECH. (HEW/HHS CERT MT REGISTERED)	9.55	9.90	10.17	10.40	10.57	10.74	10.83	11.05
24. ULTRASOUND NON-R.D.M.S. RADIOLOGY TECH (REG)	10.55	10.90	11.16	11.44	11.59	11.72	11.85	12.07
25. MED. TECHNOLOGIST (MT REG. (ASCP), BS/MS REG.)	12.12	12.49	12.73	13.00	13.15	13.31	13.43	13.68
26. ULTRASOUND TECH. REG.	12.16	12.69	13.26	13.87	14.49	14.75	14.86	15.16

