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2/28/99

**AGREEMENT**

between

**GRAND VIEW HOSPITAL**

and

**GRAND VIEW HOSPITAL EMPLOYEES' UNIT OF LOCAL 992,  
AFSCME COUNCIL 25, AFL-CIO**

03/04/96 - 02/28/99

*Grand View Hospital*

1951-1952  
L. J. VAN DER  
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## TABLE OF CONTENTS

<u>ARTICLE, SECTION AND TITLE</u>	<u>PAGE</u>
ARTICLE I PURPOSE AND INTENT .....	1
ARTICLE II RECOGNITION OF THE HOSPITAL'S RIGHT TO MANAGE .....	2
ARTICLE III RECOGNITION OF THE UNION .....	4
ARTICLE IV UNION SECURITY AND CHECK-OFF .....	5
Section 1. Union Security .....	5
Section 2. Check-Off .....	6
ARTICLE V STEWARDS AND ALTERNATE STEWARDS .....	9
ARTICLE VI SPECIAL CONFERENCES .....	10
ARTICLE VII GRIEVANCE PROCEDURE .....	11
Section 1. Definition of a Grievance .....	11
Section 2. Steps of the Grievance Procedure .....	11
Section 3. Rules of Grievance Procedure .....	13
ARTICLE VIII DISCIPLINE AND/OR DISCHARGE .....	16
Section 1. Right of Hospital to Discipline and/or Discharge .....	16
Section 2. Right of Employee to Appeal Discipline and/or Discharge .....	16
ARTICLE IX STRIKES AND WORK INTERRUPTIONS .....	19
ARTICLE X SENIORITY AND CATEGORIES OF EMPLOYMENT .....	20
Section 1. Definition of Seniority .....	20
Section 2. Probationary Employees .....	20
Section 3. Full-Time Employees .....	20
Section 4. Part-Time Employees .....	21
Section 5. Seniority Lists .....	21
Section 6. Loss of Seniority .....	21
Section 7. Shift Preference .....	22
Section 8. Seniority of Steward and Union Officers .....	22
Section 9. Layoff .....	22
Section 10. Recall Procedure .....	23
Section 11. Low Need Days .....	24
ARTICLE XI TRANSFERS, VACANCIES, NEWLY-CREATED POSITIONS .....	26
Section 1. Transfers Out of the Bargaining Unit .....	26
Section 2. Vacancies .....	26
Section 3. Changes in Employment Status Within a Job Classification .....	28
Section 4. Temporary Assignments .....	28

ARTICLE XII	LEAVES OF ABSENCE .....	29
Section 1.	Maternity Leave .....	29
Section 2.	Military Leave of Absence .....	29
Section 3.	Personal Business Leave .....	29
Section 4.	Medical Leave .....	30
Section 5.	Leave for Union Business .....	30
Section 6.	Educational Leave .....	30
Section 7.	Non-paid Parenting Leave .....	30
Section 8.	Accrual of Benefits While on Leave .....	31
Section 9.	Family and Medical Leave Act .....	31
ARTICLE XIII	MISCELLANEOUS .....	32
Section 1.	Definition of Year of Service .....	32
Section 2.	Union Bulletin Boards .....	32
Section 3.	Printing of Contract .....	33
Section 4.	Rates for Newly-Created Positions .....	33
Section 5.	Equalization of Overtime Hours .....	33
Section 6.	Environment of Care Committee .....	34
Section 7.	Wage Scales and Other Compensation .....	34
ARTICLE XIV	FRINGE BENEFITS .....	35
Section 1.	Workmen's Compensation .....	35
Section 2.	Shift Premium .....	35
Section 3.	Work Day, Lunch Period and Rest Period .....	35
Section 4.	Paid Personal Leave and Health and Accident Insurance .....	35
Section 5.	Funeral Leave .....	37
Section 6.	Overtime .....	38
Section 7.	Holidays .....	38
Section 8.	Vacation .....	40
Section 9.	Pension Plan .....	42
Section 10.	Hospitalization-Medical Insurance .....	42
Section 11.	Life Insurance .....	43
Section 12.	Dental Insurance .....	43
Section 13.	Jury Duty Pay .....	43
Section 14.	Credit for Paid Hours .....	44
Section 15.	Responsibility for Professional Liability .....	44
Section 16.	Continuing Education Benefit .....	44
ARTICLE XV	GENERAL CONDITIONS AND TERM OF AGREEMENT .....	46
Section 1.	General Conditions .....	46
Section 2.	Authority of Negotiating Representatives .....	46
Section 3.	Re-opening of Negotiations .....	46
Section 4.	Effective Date and Term of This Agreement .....	47

APPENDIX "A" - WAGE SCALE

LETTER OF AGREEMENT

## **AGREEMENT**

This Agreement is entered into between GRAND VIEW HOSPITAL, hereinafter referred to as the "Hospital" and GRAND VIEW HOSPITAL EMPLOYEES' UNIT OF LOCAL 992, Affiliated with International Union of the American Federation of State, County and Municipal Employees, and Council 25, AFL-CIO, hereinafter referred to as the "Union."

### **ARTICLE I - PURPOSE AND INTENT**

The general purposes of this Agreement are to set forth the parties' entire mutual understanding on wages, hours, or other terms and conditions of employment; to promote orderly and peaceful labor relations between the Hospital, its employees and the Union; to provide a procedure for the adjustment of employee grievances; and, mutually to recognize that the Hospital's services are essential to the community and that the public has a legitimate interest in having those services promptly and properly performed without interruption. To such desirable ends, the Hospital and Union encourage, to the fullest degree, harmonious and cooperative relationships between their respective representatives at all levels, and among all employees.

## ARTICLE II - RECOGNITION OF THE HOSPITAL'S RIGHT TO MANAGE

The Union recognizes and agrees that the Hospital has the right to manage and operate the Hospital. The right to manage and operate means the right to do anything it sees fit, provided it is reasonable and related to the Hospital. The Union agrees that it will not disrupt or interfere with this exclusive right. It is understood and agreed that such right shall not be construed by the Hospital as an authorization to violate this Agreement.

Generally, this includes, but is not limited to the right to:

1. Hire, suspend, discipline, discharge, promote, demote, assign, transfer, lay off, recall or relieve employees.
2. Determine the ability, aptitude, and/or qualifications of individual employees for assignments to, employment in, or promotion to the various positions and job classifications.
3. Determine the number of employees.
4. Establish working schedules which are necessary to provide the Hospital's services but consistent with working schedules customary to hospitals.
5. Establish the qualifications for various positions.
6. Establish reasonable policies, rules and regulations governing the employees and others using the Hospital.
7. Enforce and maintain discipline and efficiency among employees.
8. Determine the nature, scope and type of facilities and services provided by the Hospital.
9. Alter or install new facilities and change or institute new methods and/or systems.

If the Hospital enforces any of the rights referred to in this section without justification in relationship to its need to provide services or enforces such rights in a discriminatory manner, the Union shall have the right to grieve the action of the Hospital.

An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him by the Hospital (unless his doing so would obviously jeopardize the health or safety of himself or others beyond any such risks which may be inherent in the work of his classification). He shall raise any question he has as to the Hospital's right to give him this order or instruction, and his question must be based on a reasonable and sensible reading of a specific provision, or specific provisions of this Agreement.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Hospital, except those which are clearly and expressly relinquished herein by the Hospital, shall continue to vest exclusively in and be exercised exclusively by the Hospital without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

### ARTICLE III - RECOGNITION OF THE UNION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Hospital does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Hospital included in the bargaining unit described below:

All non-professional, non-technical employees excluding doctors, registered nurses, paramedical employees registered with an appropriate professional or technical society, temporary employees, employees working under a handicapped worker's certificate issued by the U.S. Department of Labor, secretaries to executive offices, supervisors and executives.

It is understood and agreed that temporary employees are those that the Hospital hires on a temporary basis for not more than one thousand forty (1,040) hours in twelve (12) consecutive months. Exceptions to the limit of one thousand forty (1,040) hours may be made when mutually agreed to by special conference between the Union and the Hospital. It is understood and agreed also that if a temporary employee exceeds the one thousand forty (1,040) hour limit, or additional time limit that may be agreed to by special conference, he shall become a part-time employee and shall be deemed to have completed his probationary period. It is also understood and agreed that the purpose of hiring temporary employees is limited to supplementing the existing regular work force.



## ARTICLE IV - UNION SECURITY AND CHECK-OFF

### Section 1. Union Security

(a) No management representative or officer of the Hospital will aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

(b) No member or representative of the Union shall restrain or coerce:

(1) Employees in the exercise of their rights to organize together or to form, join or assist in labor organization, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employers through representatives of their own free choice. This shall not be construed to impair the right of the Union to prescribe its own rules with respect to the acquisition or retention of its membership.

(2) The Hospital in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.

(c) No member or representative of the Union shall cause the Hospital or any of its management representatives or officers to discriminate against any employee with respect to his rights under Act 336 of the Michigan Public Acts of 1947, as amended.

(d) No member or representative of the Union shall refuse to bargain collectively with the Hospital-designated bargaining representatives.

(e) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required to continue membership in the Union until such time that such membership is terminated by the employee's written notification to the Hospital's Vice President of Human Resources or designee and the Union Treasurer of

their desire to withdraw from the Union. Any employee exercising this right shall then be immediately subject to payroll deduction of Union service fees.

(f) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or to pay to the Union, through payroll deduction, a service fee equal to the Union membership dues for the duration of this Agreement on or before the thirtieth (30th) day following the effective date of this Agreement.

(g) Employees hired into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, upon completion of their employment as a probationary employee, be required as a condition of continued employment to become members of the Union or pay to the Union, through payroll deduction, a service fee equal to the Union membership dues for the duration of the Agreement.

(h) Employees reinstated into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or to pay to the Union, through payroll deductions, a service fee equal to the Union membership dues for the duration of this Agreement on or before the thirtieth (30th) day following their reinstatement into the Unit.

(i) Employees covered by this Agreement may within thirty (30) days prior to the expiration of the Agreement revoke union membership by written notification to the Hospital's Vice President of Human Resources or designee and the Union of their desire to withdraw from the Union. Employees exercising this right shall then be immediately subject to payroll deduction of Union service fees.

#### Section 2 - Check-off

(a) Employees who are members of the Union shall tender the initiation fee and monthly membership dues by signing an appropriate Authorization for Payroll



(2) A list of the employees from whom Union fees have been deducted.

(3) A list of the employees who have terminated employment during the previous month.

(c) An employee shall cease to be subject to payroll deductions beginning the month immediately following the month in which he is no longer a member of the bargaining unit.

(d) The Union agrees to indemnify and save the Hospital harmless against any and all claims, suits and other forms of liability that may arise as a result of any deduction or contributions, dues or fees that are determined to have been illegally deducted or by deductions that were made in reliance upon Authorization for Payroll Deduction forms presented to the Hospital by the Union.

## ARTICLE V - STEWARDS AND ALTERNATE STEWARDS

It is mutually agreed that the principle of proportional representation is a sound and sensible basis for determining proper representation. Employees covered by this Agreement shall be represented by the following stewards:

A Chief Steward and an Alternate Chief Steward.

Two (2) Departmental Stewards and two (2) Alternates for Nursing Service, Pharmacy, Physical Therapy, and Central Supply employees.

Two (2) Departmental Stewards and two (2) Alternates for Food Service, Environmental Services, and Maintenance employees.

Two (2) Departmental Stewards and two (2) Alternates for Business and Admitting Office, Billing Clerks, Medical Records, Stock Room, Purchasing, Radiology, and Lab employees.

The Chief Steward, at the option of the Union, may serve in place of, but not in addition to, any departmental steward. The Chief Steward may assist a departmental steward in the investigation and preparation of any grievance. Alternates shall serve only in the absence of the Steward. The recording secretary shall keep the Hospital's Vice President of Human Resources correctly informed, in writing, of the names and titles of all Officers, Stewards and their Alternates and shall submit a new list to the Hospital's Vice President of Human Resources each time a change is made in any of the officers, stewards and alternates.

Stewards, when functioning under rules of the grievance procedure, shall be permitted time off without loss of pay.

## ARTICLE VI - SPECIAL CONFERENCES

Special conferences for important matters outside the scope of this Agreement will be arranged between the Unit Chairperson or the Chief Steward and the Hospital's Executive Director or Vice President of Human Resources upon the request of any of the aforementioned parties. Such meeting shall be between three (3) representatives of the Union and three (3) representatives of the Hospital whose names shall be included in the written request. Arrangements for such special conferences shall be made within five (5) days after an agenda of the matters to be taken up at the meeting has been presented in writing. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union shall be permitted time off, without loss of pay, for such special conferences. Other employees of the Hospital, either in the bargaining unit or out of the bargaining unit, may attend the meeting of the special conference if they are necessary to provide information which would assist in clarifying the circumstances of the special conference agenda.

## ARTICLE VII - GRIEVANCE PROCEDURE

### Section 1. Definition of a Grievance

A grievance is defined as a claim, reasonably founded, on a violation of this Agreement which has occurred not more than twenty (20) working days prior to the day it is initiated at Step 1 of the grievance procedure. The Hospital has no obligation to honor or consider a grievance that:

1. Does not set forth the provision or provisions alleged to have been violated.
2. Does not set forth the specific facts of the alleged violation which shall include article(s) violated, date of violation, what specifically occurred, the names of the employees that may be involved in the facts alleged in the grievance, etc. and the remedy desired.

### Section 2. Steps of the Grievance Procedure

An employee who feels he has a grievance, as above defined, shall discuss it with the Departmental Steward who shall investigate the alleged facts to determine whether or not the employee has a valid grievance. If the Steward believes the employee has a valid grievance, it shall be presented to the Hospital in accord with the rules of the grievance procedure and in accord with the following steps:

#### Step 1:

The grievance shall be reduced to writing, setting forth the facts, article(s) violated, date of the violation, what specifically occurred, the names of the employees that may be involved in the facts alleged in the grievance, etc. It shall be signed by the employee and his departmental steward who shall submit it to the appropriate department head. The department head shall, within five (5) working days after receipt of the grievance, schedule a time to discuss the grievance with the employee and his departmental steward. At such discussion, the department head may have a second representative present. If, after the discussion, the grievance is granted or withdrawn, it shall be so acknowledged in writing on

the originally submitted grievance by signature of the parties. If the grievance is not granted or withdrawn, the department head shall, within ten (10) working days after the discussion, give a written answer to the employee and steward.

Step 2:

If the Union is not satisfied with the decision at Step 1 and believes the grievance should be carried further, it shall refer it to the unit chairperson who will review the matter; and if the unit chairperson wishes to carry the grievance further, he shall, in not more than ten (10) working days after the written decision at Step 1, submit a written notice to the Hospital that the grievance is being appealed for further consideration by an Appeal Board. The Appeal Board shall consist of three (3) representatives of the Hospital and three (3) representatives of the Union. Other employees of the Hospital, either in the bargaining unit or out of the bargaining unit, may attend the meeting of the Appeal Board if they are necessary to provide information which would assist in clarifying the circumstances of the grievance. The written notice of appeal shall name the three (3) people who will represent the Union as members of the Appeal Board.

Within ten (10) working days after receiving the written notice of appeal to Step 2, the Hospital shall arrange with the Unit Chairperson for a meeting of the Appeal Board. As promptly as practical, after arrangements for an Appeal Board meeting have been made, the Hospital shall confirm in writing to the unit chairperson, the arrangements for the meeting and shall name the three (3) people who will represent the Hospital as members of the Appeal Board.

Within fifteen (15) working days following the termination of the Appeal Board, the Hospital shall give a written decision to the Unit Chairperson.



### Step 3:

If the grievance is not resolved by the Appeal Board at Step 2, the Council may, in not more than ten (10) working days after the receipt of the decision of the Appeal Board, send written notice to the Hospital that it is appealing the grievance to Step 3 for hearing and decision by arbitration.

An arbitrator shall be selected from a list furnished by the American Arbitration Association in accordance with the Association's rules; the Union will file a Demand for Arbitration of the grievance with the Association within ninety (90) working days after notifying the Hospital. The arbitrator shall have only the authority to contract interpretation. He shall not have the authority to amend, modify or alter any of the provisions of the Agreement. His decision shall be final and binding on both the Hospital and the Union. The fees and expenses of the arbitrator shall be paid by the loser. The Hospital shall not be required to pay for expenses or lost time of employees for attending arbitration hearings.

### Section 3. Rules of Grievance Procedure

(a) In no event shall the Hospital be liable for back pay for any period prior to forty-five (45) calendar days preceding the day on which the grievance is submitted in writing. Back pay shall be the amount of wages the employee would have earned from the Hospital, less any amount he received or is entitled to from other employment.

(b) For the purposes of the grievance procedure, the day on which action is taken shall not be a part of the time limit provided.

(c) The time limit at any step of the grievance procedure may be extended by written mutual agreement of the parties' representatives at that step.

(d) A Union representative shall date and sign his appeal of a grievance to a higher step. The Hospital's representative receiving it shall give a receipt for it and shall note the date and time he received it. A Hospital representative shall date and sign his answer to a

grievance. The Union representative receiving the answer shall give a receipt for it and shall note the date and time he received it.

(e) In the absence of any of the parties specified to participate at any step, such party may designate an alternate to act in his place.

(f) A grievance not appealed to the next higher step by the Union within the time limits provided shall be deemed withdrawn and settled on the basis of the last answer given to it. A failure on the part of the Hospital to answer a grievance within the specified time limits shall automatically advance the grievance to the next step in the grievance procedure.

(g) For working time necessarily spent in investigating a grievance already submitted, or in discussion of such a grievance with the Hospital's representative(s), a Union representative employed by the Hospital shall be paid his regular straight time hourly rate for those hours which he would otherwise have been at work for the Hospital, it being agreed that such investigation or discussion shall be performed without any undue loss of working time.

(h) In no event shall any Union representative leave his work for grievance processing, as above, without first notifying and obtaining approval of his immediate supervisor, which shall be granted as promptly as is practical under the circumstances. He shall promptly report his presence to the supervisor of any department into which his grievance processing shall legitimately take him, and to his own supervisor upon return to his department.

(i) When a grievance discussion takes place during the working hours of the grievant and his presence is required during the discussion, he will, upon request to his immediate supervisor, be allowed to leave work as soon as he can be spared therefrom as determined by his supervisor. He shall be paid at his regular, straight-time rate for work hours so lost when he is present during the consideration of his grievance.

(j) It is understood and agreed that any grievance settlement arrived at is final and binding upon the Hospital and the Union, and, also, cannot be changed by any employee.

(k) For the purpose of the grievance procedure, working days shall not include Saturdays, Sundays, and Holidays as defined in this Agreement.

## ARTICLE VIII - DISCIPLINE AND/OR DISCHARGE

### Section 1. Right of Hospital to Discipline and/or Discharge

A representative of the Hospital may discipline an employee for proper cause.

Disciplinary action may range from written reprimand through discharge, depending upon the nature of the employee's offense, the circumstances under which and the manner in which it was committed, and the employee's record during the immediately preceding two (2) years.

When the Hospital disciplines or discharges an employee, it shall, either by personal delivery or by certified mail, furnish the employee and the Unit Chairperson, or in his absence, another Union representative, a signed notice of the discipline or discharge indicating the reasons therefore and the effective date of the same.

If the employee wishes to discuss the discipline or discharge with the Unit Chairperson, or in his absence, another Union representative, either or both of them shall notify the Executive Director, or his designee, of their wish to do so and he shall make available an area where they may discuss the manner in privacy before the effective date of the discipline or discharge.

### Section 2. Right of Employee to Appeal Discipline and/or Discharge

Disciplinary action and/or discharge may be appealed in the procedure set forth in this section but may not be a subject of the grievance procedure set forth in ARTICLE VII.

The disciplined employee or Unit Chairperson shall, for a period of not more than five (5) working days after receipt of the notice of discipline, have the right to appeal a disciplinary or discharge action.

When a disciplined or discharged employee or the Unit Chairperson wishes to appeal a disciplinary or discharge action, the Unit Chairperson shall, within five (5) working days after receiving the notice of discipline or discharge, present a written appeal to the Executive Director or his designee. The appeal shall state any reason(s) either of them may have to feel

the disciplinary action or discharge is unwarranted. In not more than five (5) working days after receiving the written appeal, the Executive Director or his designee shall give a written decision to the employee and the Unit Chairperson.

If the employee or Unit Chairperson is not satisfied with the decision, the Unit Chairperson shall, in not more than five (5) working days after receiving the Executive Director's, or his designee's, written decision, submit a written notice to the Executive Director, or his designee, that the decision is being appealed for further consideration by an Appeal Board consisting of two (2) representatives of the Union and two (2) representatives of the Hospital. The written notice of appeal shall name two (2) people who will represent the Union as members of the Appeal Board.

Within five (5) working days after receiving the written notice of appeal, the Hospital shall arrange with the Unit Chairperson for a meeting of the Appeal Board. As promptly as practical after the arrangements for an Appeal Board meeting have been made, the Hospital shall confirm in writing to the Council, the arrangements for the meeting and shall name the two (2) people who will represent the Hospital as members of the Appeal Board.

If, after the Appeal Board hearing, the Unit Chairperson or employee is not satisfied with the decision, the Unit Chairperson, in not more than five (5) working days after the Appeal Board meeting, shall submit written notice to the Hospital that he is appealing the disciplinary action and/or discharge for a hearing and decision by arbitration.

An arbitrator shall be selected from a list furnished by the American Arbitration Association in accord with the rules of the Association; the Union will file a Demand for Arbitration of the Discipline and/or Discharge with the Association within ninety (90) working days after notifying the Hospital. The Arbitrator shall not have the authority to amend, modify or alter any of the provisions of the Agreement. His decision shall be final and binding on the Hospital and the Union.

It is understood and agreed that any disciplinary action settlement arrived at is final and binding upon the Hospital and the Union, and, also, cannot be changed by an employee.

The fees and expenses of the Arbitrator shall be borne equally by the parties. The Hospital shall not be required to pay for expenses or lost time of employees for attending arbitration hearings.

## ARTICLE IX - STRIKES AND WORK INTERRUPTIONS

The parties of this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services for any reason whatsoever by the employees it represents, nor shall there be any concerted failure by them to report to work, nor shall they absent themselves from their work, or abstain, in whole or in part, from the full, faithful and proper performance of their duties of their employment, or picket the Hospital's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppage of work, honoring of picket lines on or near Hospital premises, or any acts that interfere in any way or to any degree with the services of the Hospital during the term of this Agreement.

Any employee violating the provisions of this Article shall be subject to immediate disciplinary action or discharge at the discretion of the Hospital. The question of whether or not any employee violated this Article shall be subject to the grievance procedure.

When the Union receives notice that any strike, sit-down, work stoppage, or any other act that constitutes a violation of this Article is occurring or is threatening, the Union shall take immediate action to stop or prevent the same.

## ARTICLE X - SENIORITY AND CATEGORIES OF EMPLOYMENT

### Section 1. Definition of Seniority

Seniority is defined as continuous service with the Hospital and shall be established on the basis of total hours paid since last date of hire. Seniority shall not be affected by the race, sex, marital status, or dependents of an employee. Except when otherwise specified, seniority whenever referred to in this Agreement shall be applied as follows:

- (a) Full-time employees always have seniority over part-time employees.
- (b) On a Hospital-wide basis.

### Section 2. Probationary Employees

Employees hired in the Unit shall be considered probationary employees for their first one thousand forty (1,040) hours of work, which shall be accumulated within not more than one (1) year. When an employee completes his probationary period, he shall be entered on the seniority list from the first hour worked. There shall be no seniority among probationary employees.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in ARTICLE I of this Agreement. The Hospital shall have no obligation to re-employ a probationary employee who is laid off or discharged during his probationary period. The Union shall not represent any discharged, disciplined or laid off probationary employee unless the discharge, discipline or layoff is for union activity. For the purpose of this section, voluntary membership in the Union shall not be construed to mean Union activity.

### Section 3. Full-time Employees

Full-time employees are those who are regularly scheduled eighty (80) hours in the biweekly pay period. If requested by an employee and approved by the appropriate



department head or hospital administration, a full-time employee, for reasons of personal health or education and on a temporary basis of not to exceed twenty-six (26) weeks, may be scheduled less than eighty (80) hours in a bi-weekly pay period. If the reason is because of personal health, the employee must submit to his department head a written request accompanied by written advise from their physician.

Employees on such schedules shall accrue their benefits on a part-time basis and shall not lose any accrued benefits.

#### Section 4. Part-time Employees

Part-time employees are those who are normally scheduled less than eight (8) hours per day or less than eighty (80) hours in the bi-weekly pay period.

#### Section 5. Seniority Lists

The Hospital shall provide the Unit Chairperson or designee with a seniority list on a bi-weekly basis. The list shall include the following: employee's name, longevity level, benefit level, employment date, cumulative hours, current hours, and total hours, including probationary and temporary employees. If any of the above information is deleted from the provided list, the information shall be made available by the employer to the Unit Chairperson or designee.

#### Section 6. Loss of Seniority

An employee shall lose his seniority for the following reasons:

- (a) He quits.
- (b) He is discharged and the discharge is not rescinded through the disciplinary appeal process.
- (c) Utilization of a leave of absence for purposes other than that for which it was approved.
- (d) He works for another employer or is self-employed while on leave.

(e) He does not return to work when recalled from layoff as set forth in the Recall Procedure.

(f) He is laid off for a period equal to his seniority or one (1) year, whichever is the lesser period of time.

#### Section 7. Shift Preference

Full-time employees may make their preference of a regular shift assignment to the department head in writing. When consistent with the needs of the Hospital and when such shift has been vacated by a full-time employee who has held a written, approved shift preference, the full-time employee in the same classification as the employee vacating the shift preference and who has submitted a written shift preference shall be granted the vacated shift preference on the basis of seniority.

When a full-time employee has been granted a regular shift preference that he has requested in writing, he shall not be entitled for a period of one (1) year to submit a shift preference to return to the shift within the same classification he left.

#### Section 8. Seniority of Steward and Union Officers

Notwithstanding their position on the seniority list, steward and Union officers shall, in the event of layoff of any type, be continued at work so long as there is, in the judgment of the Hospital, a necessary job in the Unit which they can perform. In the event of a recall, stewards and Union officers shall be recalled to work on the first job which they can, in the judgment of the Hospital, perform. Any such judgment by the Hospital shall be subject to the grievance procedure at Step 2.

#### Section 9. Layoff

Layoff is a reduction in the work force of the Hospital, whether it be Hospital-wide or in any of its departments. In the event of a layoff, the following procedure will be carried out:

(a) Any temporary and then any probationary employees in the classification being laid off will be laid off first.

(b) Part-time employees in the classification being laid off according to seniority after temporary and probationary employees in that classification have been laid off.

(c) Full-time employees in the classification being laid off will be laid off according to seniority after part-time employees in that classification have been laid off.

Any senior employee being laid off in accordance with this Section shall be given the opportunity to fill any vacancy in any other classification, provided the employee is qualified and willing to take such employment. If no vacancy exists, the affected senior employee may bump any employee from any classification, provided the senior employee is qualified and willing to accept such employment.

The following rules shall govern the bumping procedure:  
part-time employees may only bump part-time employees and full-time employees may bump full-time employees or part-time employees.

Any employee wishing to bump another employee shall, within seven (7) days after notification of layoff, give to the Hospital's Vice President of Human Resources or designee written notice of the employee he wishes to bump. The Hospital shall be the judge of the employee's qualification for the position which he wishes to bump. The Hospital's decision shall be subject to the employee's right to grieve.

In the event that a layoff becomes necessary, the Hospital shall give at least seven (7) days notice to employees affected.

#### Section 10. Recall Procedure

Any employee who during a layoff has exercised his seniority to bump an employee in another classification shall be required to return to the classification he held immediately prior to the layoff procedure as employees who were laid off are recalled to work.

When employees are recalled to work, they shall be recalled in order of seniority, with those employees having the greatest seniority being recalled first, provided that the employee is qualified and willing to perform the work available in the vacancy that exists. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If, within three (3) days after receipt of notice, the employee does not notify the Hospital of his intent to report for work within ten (10) days from the date of the notice of recall, he shall be considered as a quit. Under extenuating circumstances, exceptions will be made.

#### Section 11. Low Need Days

In the event of a temporary decrease in the workload, bargaining unit employees will be called off, by department, based on qualifications, if any, according to the following procedure, except that this Section shall not apply to the Nursing Department, where the existing practice shall continue:

- (a) Full time or part time employees may volunteer for Call-Offs in low need days.
- (b) If the above does not sufficiently decrease the work force, temporary employees, then probationary employees (provided the employee is not in the orientation period limited to sixty [60] days), will be required to assume the Call-Off.
- (c) If the above does not sufficiently decrease the work force, Call-Offs will be done by seniority, beginning with part-time and then full-time employees, as necessary on the affected shift, provided the staff remaining are capable of performing the duties required.
- (d) Employees taking a voluntary or involuntary Call-Off shall have the option to take the time as unpaid or utilize available earned benefit time.
- (e) Based on the Hospital's needs, an employee placed on Call-Off may subsequently be placed "on call."

(f) An employee who is Called-Off as the result of Low Need is not eligible to bump another employee, except that a called-off employee may bump a junior employee on the same day in the same department, if the senior employee is fully qualified.

(g) A Call-Off of more than five (5) consecutive days is a "layoff."

## ARTICLE XI - TRANSFERS, VACANCIES, NEWLY-CREATED POSITIONS

### Section 1. Transfers Out of the Bargaining Unit

If an employee is transferred to a position not included in the Unit and is later transferred back to a position in the Unit, he shall accumulate up to sixty (60) days seniority while in the position not included in the Unit and shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

In any other transfer not covered above, the Hospital will call for a Special Conference with the Union in order to provide for protection of the seniority of the employee involved.

### Section 2. Vacancies

If any vacancy or newly created position shall occur in the bargaining unit, such vacancy or newly created position shall be posted on the bulletin board for a period of fourteen (14) calendar days. Employees interested in the position shall apply during the posting period only.

Any employee who, by seniority, experience and/or training, feels he is qualified for a vacant or newly created position in the bargaining unit may submit a written application for such position. Applications must state the information specified in the posting. The posting will include the minimum requirements, full or part-time status, shift, location and area of the position to be filled.

The position shall be awarded to the senior bargaining unit employee who meets the posted requirements for the posted position. If there are no qualified bargaining unit applicants, the Hospital may hire a new employee. The job shall be awarded or denied within ten (10) working days after the posting period.

Once an employee has been granted a position under the provisions of this section, he shall not, for a period of one (1) year, be entitled to apply for, or be granted, another position.

The employer shall furnish the Chapter Chairman with a copy of each job posting at the same time the postings are posted on the bulletin board and the criteria by which the applicants are judged. At the end of the posting period, the employer shall furnish the Chapter Chairman with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairman as to who was awarded the job.

Any applicant who has been selected for a position under the provisions of this Section shall be governed by the following conditions:

1. They shall be on a trial basis for a period of one hundred sixty (160) hours of work to determine whether or not he wishes to remain in the position and also to determine his ability to perform the work. The Union and the Employer may agree to an extension of the trial period.

(a) If, during the trial period, the employee wishes to return to his former position, he shall give written notice to the Department Head(s) concerned and the Department Head(s) shall arrange for the return to his former position as soon as schedules and staffing arrangements can be made, but no later than four (4) calendar weeks.

(b) If, during the trial period, the Department Head determines that the employee's work performance is not satisfactory, he shall notify the employee in writing of the reasons his work is not satisfactory and shall arrange for the employee's return to his former position as soon as schedules and staffing arrangements can be made, but not later than four (4) calendar weeks. If the employee wishes to dispute the reasons given by the Department Head, he shall have the right to initiate a grievance.

(c) The employee shall be paid at the established rate for the position as soon as he starts on the position. He shall cease to be paid at the rate if his work in the position is discontinued.

### Section 3. Changes in Employment Status Within a Job Classification

Any employee wishing to change his employment status within his job classification such as from part-time to full-time or full-time to part-time may submit a written application for such change to their Department Head. The change may be granted as soon as the Department Head can make the necessary changes in schedules and staffing arrangements. Once an employee has been granted a change of status under the provisions of this section, he shall not, for a period of six (6) months, be entitled to apply for, or be granted, a change of position. Any employee who is scheduled to work (including holidays paid but not worked, Call-Outs, vacation, personal leave and funeral leave, but excluding pay in lieu of vacation or personal leave), or who works for at least eighty (80) hours per bi-weekly pay period for eighteen (18) consecutive pay periods shall be changed in status to a full-time employee.

### Section 4. Temporary Assignments

Temporary assignments for the purpose of avoiding layoff and filling vacancies caused by employees leaving positions for which a replacement has not yet been found or by employees on any extended absence of two (2) or more weeks duration may be made by the Hospital. Any employee with more seniority who feels he is qualified for the position that a less senior employee was temporarily assigned to, shall have the right to initiate a grievance providing it is done within five (5) days after the temporary assignment was first made.

Employees temporarily assigned to work in a higher classification shall be paid for the entire pay period at the rate of pay for whichever classification they worked the majority of their hours. Employees temporarily assigned to work in a lower classification shall be paid at their regular rate.



## ARTICLE XII - LEAVES OF ABSENCE

### Section 1. Maternity Leave

A maternity leave of absence without pay will be granted by the Hospital to any female employee, who is pregnant, pursuant to the following procedure:

1. The employee shall present to the Hospital's Vice President of Human Resources or designee a certificate from her physician setting forth his estimate of the date of expected delivery (which shall be conclusively deemed to be correct).
2. A maternity leave shall end six (6) weeks following termination of the pregnancy, unless the employee qualifies for leave under the provision of Section 4.
3. Before returning to work, an employee shall present a certificate from her physician continuing his opinion as to her fitness to perform the work of the job to which she would be assigned.

### Section 2. Military Leave of Absence

The Hospital abides by the provisions of the Federal regulations regarding reemployment rights as stated in the Universal Military Training and Service Acts of 1940 and 1948, as amended, with respect to the reemployment rights of an employee, and to the granting of leaves of absence in accordance therewith.

### Section 3. Personal Business Leave

An employee shall have the right to make application in writing to the Hospital's Executive Director or his designated representative for a leave of absence not to exceed ninety (90) days for sound reasons, which he shall state in his application, but not for the purpose of being gainfully employed or seeking work elsewhere. Granting of such leave shall be in the Hospital's discretion.

#### Section 4. Medical Leave

An employee requiring a leave of absence because of extended illness or injury upon application shall be granted such a leave for the duration of the illness, but not to exceed one year. The Hospital may require that the application for, or a continuation of such a leave, be supported by a physician's statement. If the employee does not provide, when requested, a supporting physician statement for the continuation of such a leave, the employee will be terminated and the employee's name shall be removed from the seniority list. If, upon expiration of such leave, the employee is unable to return to work, the employee's name shall be removed from the seniority list. Before an employee may return to work from a Medical Leave of Absence, the employee must present a Return to Work Slip from their physician.

#### Section 5. Leave for Union Business

Up to three (3) members of the Union, upon written request, shall be allowed not more than thirty (30) days time off each, without pay, for union business, providing the number of members and time off requested is reasonable.

#### Section 6. Educational Leave

Upon written application to the Executive Director, an employee shall be granted an educational leave not to exceed one (1) year providing such education is for a position which customarily is exclusive to the field of health or hospital services.

#### Section 7. Non-paid Parenting Leave

An employee who is a new parent of a child, whether by natural birth, adoption, or legal guardianship, is entitled to a six (6) month leave of absence without the loss of seniority; however, seniority shall not accumulate during the period of such leave. An extension of the period of time may be granted by the Hospital. If the employee wishes to take less than six (6) months leave, he/she may do so. Specific jobs will be kept open for a period of up to six

(6) months. An employee shall notify the Personnel Office of availability and the employee's return date at least thirty (30) days prior to that date.

Section 8. Accrual of Benefits While on Leave

An employee shall not earn benefits while on leave of absence.

Section 9. Family and Medical Leave Act

Consistent with the Family and Medical Leave Act, any leave of absence available pursuant to this Agreement must be exhausted before an employee may take a leave pursuant to the Family and Medical Leave Act. Any leave of absence taken pursuant to this Agreement shall be charged to the employee's eligibility for leave, if any, available pursuant to the Family and Medical Leave Act. For the purposes of eligibility for leave pursuant to the Family and Medical Leave Act, the Hospital shall adopt a rolling twelve (12) month calendar.

## ARTICLE XIII - MISCELLANEOUS

### Section 1. Definition of Year of Service

A Year of Service is defined as that period of time in which an employee, without loss of seniority, is paid for a total of two thousand and eighty (2,080) hours regardless of the length of time it takes to accumulate that number of hours.

Years of Service as defined herein shall be recognized as the basis of establishing wage levels and computation of fringe benefits to which an employee may be entitled under the provisions of this Agreement.

Benefits to which part-time employees are entitled shall, except as specifically otherwise provided for, be computed as follows:

1. One-half (1/2) the benefit upon the completion of the first one-half (1/2) year of service, (1,040 hours).
2. An additional one-half (1/2) benefit upon the completion of one (1) year of service, (2,080 hours).
3. A full benefit upon the completion of each consecutive year of service, (2,080 hours) thereafter unless otherwise specified.

### Section 2. Union Bulletin Boards

The Hospital will provide a bulletin board, which may be used by the Union for posting notices only of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.
5. Seniority rosters.

The Unit Chairman, and/or Unit Secretary, shall initial or sign all posted notices and shall be responsible to see that all postings are of the type listed above.

### Section 3. Printing of Contract

It is mutually agreed between the Hospital and the Local Union that the cost of reproducing the contract shall be shared equally.

### Section 4. Rates for Newly-Created Positions

When the Hospital establishes a new job classification, it shall be an appropriate matter for special conference at which time the rate of pay for that classification shall be negotiated with the Union.

### Section 5. Equalization of Overtime Hours

Overtime hours shall be divided as equally as possible among full-time employees in the same classification who desire such overtime. Employees desiring overtime will make their desire known by signing their names to the overtime list, which will be posted with their work schedule. In the event no qualified employees are available from the overtime list for that department or service, the Hospital may require qualified employees in the department or service of need to work overtime on a rotating seniority basis, providing no qualified part-time employee in that department or service is available.

Rotating seniority basis is understood to mean that the lowest senior employee in the department or service who is qualified to perform the work and has not yet been required to work overtime shall, as provided for under the provisions of this section, be required to work overtime. It is also understood to mean that when all qualified employees in the department or service have been required to work overtime once, the same procedure shall be followed for a second, third, etc. time. It is also understood to mean that, to the extent it is practical and reasonable, no employee in a department or service should be required to work a second, third, etc. overtime shift if there are other qualified employees in that department or

service who are available and have not yet been required to work an equal number of overtime shifts.

Exceptions to the application of rotating seniority shall be made when it is unreasonable to require the employee to work overtime because of other conflicts in the employee's Hospital work schedule.

Section 6. Environment of Care Committee

The Union may select one (1) representative to serve on the Hospital's Environment of Care Committee.

Section 7. Wage Scales and Other Compensation

Wage scales and other compensation rates shall be set forth in Appendix "A" attached hereto and incorporated as a part of this Agreement.

The Appendix shall set forth the job classification, base rates of pay, longevity rates, shift premium rates and rates of compensation.

The Hospital shall provide to the Union a copy of any revised job description at least ten (10) days before such revised job description is implemented. If the Union has any concerns, the Unit Chairperson shall request a special conference.

## ARTICLE XIV - FRINGE BENEFITS

### Section 1. Worker's Compensation

Each employee will be covered by the applicable Worker's Compensation Laws and in addition to any Worker's Compensation income any employee received, the Hospital shall pay an amount sufficient to make up the difference between Worker's Compensation and the employee's average weekly income from the Hospital during the period covered by the most recent quarterly report to the Social Security Administration. Such additional pay shall not be paid for more than twenty-six (26) weeks. Employees may utilize accumulated personal leave for days not covered by worker's compensation (i.e., during the first week if disability is less than fourteen [14] days).

### Section 2. Shift Premium

Shift premium rates shall be as specified in the Wage Scale Appendix which is attached to and incorporated as a part of this Agreement.

### Section 3. Work Day, Lunch Period and Rest Period

A regular full work day schedule shall consist of an eight (8) hour period, which shall include thirty (30) minutes off for lunch and a fifteen (15) minute rest period, both of which shall be as scheduled by the immediate supervisor.

### Section 4. Paid Personal Leave and Health and Accident Insurance

(a) All employees will earn thirty-two (32) hours of personal leave for every one thousand forty (1040) hours worked. Personal leave may be accumulated to a maximum of one hundred sixty (160) hours. Any employee having one hundred sixty (160) hours of personal leave shall receive pay in lieu of additionally credited hours. Pay in lieu of personal leave shall be at the employee's regular straight-time hourly rate and personal leave paid shall not be considered as hours worked for overtime purposes. At the employee's discretion, the employee may request pay in lieu of all hours over one hundred twenty (120) accumulated

hours with a minimum of eight (8) hour increments paid at straight time and prior written notification two (2) weeks in advance of the pay period submitted to the Payroll Officer.

Any employee that has reached the maximum one hundred sixty (160) hours will have the following option:

- (1) receive cash payment for all hours above the allowed limit;
- (2) make an additional contribution to their 401(k) plan;
- (3) make an additional contribution to a 403(b) plan.

An employee having personal leave to his credit at the time he gives written notice of his termination shall be permitted to request pay in lieu of his personal leave allowance as follows:

Partial amounts in increments of eight (8) hours to be paid each pay day until the full personal leave allowance to his credit is paid.

Full amount of his personal leave credit to be paid on his last pay check.

(b) All employees that qualify according to the health and accident policy shall be provided with health and accident insurance (including maternity) and shall receive a weekly benefit of sixty percent (60%) of their weekly average income to the nearest ten (10) dollars paid by Grand View Hospital to a maximum of three hundred dollars (\$300) per week for forty (40) weeks.

(c) During the initial three (3) months of a covered illness or injury, the Hospital will continue to pay the individual premium for hospitalization and medical insurance for employees that qualify under ARTICLE XIV, Section 10.

(d) Except in case of illness or emergency, requests for paid personal leave in any department which has not implemented a pre-established schedule of four (4) weeks or longer, must be presented, in writing, to the employee's supervisor at least seven (7) days and not more than fourteen (14) days prior to the requested leave. The request shall be



granted or denied within seventy-two (72) hours of receipt of the written request. In the case of illness or emergency, such requests may be made to the supervisor by personal contact or telephone, but shall be confirmed in writing within seventy-two (72) hours after the personal or telephone request. Failure to confirm such request within seventy-two (72) hours shall forfeit eight (8) hours of paid personal leave. In the event a department has adopted a schedule (of at least 4 weeks) the employee will be required to submit the request for leave at least seven (7) days and not more than fourteen (14) days in advance of the posted schedule.

(e) Paid personal leave shall be at the employee's base rate of pay plus longevity.

(f) Paid personal leave may not be used to extend a vacation except when a written request to do so has been presented to the employee's supervisor at the time the vacation request is presented, and such request has the written approval of the supervisor.

(g) Vacations, holidays, and other fringe benefits will be retained and accumulated during a paid personal leave.

#### Section 5. Funeral Leave

All employees shall be entitled to paid Bereavement Leave for three (3) days in the event of the death of the employee's spouse, child, step-child, son-in-law, daughter-in-law, parent, step-parent, brother, sister, grandparent, or grandchild. In the event of the death of a parent, sister, or brother of the spouse of an employee, brother-in-law, sister-in-law, one (1) day of absence with pay shall be allowed. As general guiding principles to such paid absence, the following shall apply:

1. The absence for which an employee may be paid is only paid if the employee attends the funeral of the deceased, unless waived for health reasons.

2. The absence for which an employee shall be paid is limited to those days which the employee was scheduled to work.

3. The period of paid absence shall be within five (5) days of the funeral of the deceased.

4. The Hospital may require proof of such death. Any recognized public notice of such death shall be sufficient proof.

5. Funeral leave shall be paid at the regular rate and shall in no instance entitle the employee to overtime pay because the total number of hours paid during the bi-weekly pay period is in excess of eighty (80).

#### Section 6. Overtime

An employee shall be paid one and one-half (1-1/2) times his regular straight time hourly rate for overtime hours. Pay for overtime shall be increments of one-tenth (1/10) hours and shall commence at eight and one-tenth (8 1/10) hours after the scheduled starting time.

The following shall be considered as overtime hours:

(a) All hours over eight (8) worked in a day. The day shall start at 11 p.m. on the night prior to the calendar date and shall end 24 hours thereafter.

(b) All consecutive hours over eight (8) worked.

(c) All hours over eighty (80) worked in a bi-weekly period. The bi-weekly pay period shall start at 11 p.m. on the second following Sunday.

There shall be no pyramiding of hours for overtime rates of pay. "No Pyramiding" means that overtime pay shall not be duplicated for the same hours paid under any of the terms of this Agreement. Overtime shall be calculated only on hours actually worked.

The Hospital shall not change a posted schedule of hours in order to circumvent the payment of overtime to any employees.

#### Section 7. Holidays

New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas shall be considered as holidays. They shall, for purposes of

scheduling and pay, be considered to start at 11 p.m. on the night prior to the calendar date which traditionally has been the date of the holiday.

An employee's birthday is also designated as a paid holiday and under these conditions:

1. If an employee's birthday falls on another holiday recognized in this Section, he shall be entitled to a compensatory day in the same manner set forth in Item 3 of this Section.

2. Employees shall, at least four (4) weeks in advance of the date on which their birthday falls, give written notification of the same to the supervisor responsible for his schedule.

3. An employee scheduled to work on his birthday will receive a compensatory day off no later than the end of the following pay period provided he has given the appropriate written notification.

Employees shall be scheduled for holiday work on a rotating basis. Rotating basis is understood to mean that to the extent it is practical and reasonable, no employee shall be scheduled to work the same holiday a second consecutive year if there are other employees in the same classification who did not work that holiday the previous year. It is also understood to mean that, to the extent it is practical and reasonable, no employee in a department service should be required to work the same holiday a second, third, etc. consecutive year if there are other qualified employees in that department who have not yet worked that holiday an equal number of times. If an employee at the request of the Hospital voluntarily takes a holiday off because of low census or departmental cutbacks, said employee will not be penalized by the loss of the day the following year. Exceptions to this policy of scheduling shall be made during the first calendar year of an employee's employment by the Hospital. During that year, the employee shall be required to work at least one-half (.5) of the holidays as determined by the needs of the department.

All employees, regardless of category of employment, working on any of the recognized holidays except the birthday holiday, shall be paid all hours worked on that holiday at one and one-half (1-1/2) times their rate of pay in addition to any other holiday pay they may be entitled to in this section.

Full-time employees not working a full work day on any of the recognized holidays shall be paid their regular rate of pay for that day, providing they work the full work day on their scheduled day of work prior to the holiday and the full work day on the first scheduled day of work after the holidays.

Part-time employees shall receive paid holidays according to the following schedule:

520 hours to 1,040 hours . . . . .	2 hours
1,040 hours to 1,520 hours . . . . .	4 hours
1,520 hours to 2,000 hours . . . . .	6 hours
2,000 hours to 2,080 hours . . . . .	8 hours

The hours must be worked during the preceding payroll year. Employees must work the last scheduled day preceding the holiday and the first scheduled day following the holiday. Employees receiving holiday pay as provided for in this Section shall not be entitled to any other pay. In order to be paid Holiday Pay as provided for in this Section when personal leave is used the day prior to or the day following a holiday, the Employee may be required to provide the Hospital with a statement signed by the Employee's physician indicating the nature of the illness.

Section 8. Vacation

All employees will earn vacation with pay in accordance with the following schedule:

After one (1) year of service . . . . .	80 hours each year.
After five (5) consecutive years of service . . . . .	120 hours each year.
After ten (10) consecutive years of service . . . . .	160 hours each year.

After fifteen (15) consecutive years of service . . . . . 168 hours each year.

After twenty (20) consecutive years of service . . . . . 192 hours each year.

Full- and part-time employees shall be allowed to utilize forty (40) hours or eighty (80) hours of vacation (whichever is appropriate) after the first twelve (12) months of service providing that they have accumulated a minimum of one thousand forty (1,040) hours. Thereafter, all employees may use one-half of their earned vacation benefit upon completion of each additional one thousand forty (1,040) hours.

Vacations may be taken a day at a time or consecutive days at such times that are suitable to the efficient operation of the Hospital and the wishes of the employee. Vacation pay shall be at the employee's regular straight-time hourly rate in effect at the time of his vacation. If an employee wishes his vacation pay issued on previous payroll period before going on vacation, he must make arrangements for same with the Personnel and Payroll Office at least ten (10) days prior to the scheduled pay day prior to the employee's scheduled vacation period.

When vacations are granted, they shall be granted on the basis of departmental seniority, providing the employee has submitted a written vacation request, acknowledged as received by the supervisor, at least five (5) weeks prior to the start of the vacation period but not more than ten (10) weeks prior to the start of the vacation. The Department Head shall give written approval or disapproval at least two (2) weeks prior to the starting date of the requested vacation. If the vacation request has been properly submitted and the employee has not received a response back two weeks prior to their vacation, the employee will automatically receive their vacation as requested.

If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled. In the event his illness continues through the year, he will be awarded pay in lieu of vacation or be rescheduled.

An employee having four (4) or more weeks vacation to his credit may waive any vacation allowance that exceeds three (3) weeks and receive pay in lieu of the portion waived. Pay in lieu of vacation shall be at the employee's regular straight-time hourly rate and vacation hours paid under such waiver shall not be considered as hours worked for overtime purposes. Vacation leave pay-out for part-time employees must exceed 60 hours.

Vacation may be accumulated to a maximum of three hundred twenty (320) hours. If the accruals are more than the allowed three hundred twenty (320) hours, employees will have the following option:

- (a) receive cash payment for all hours above the allowed limit;
- (b) contribute a cash payment to their 401(k) plan;
- (c) make an additional contribution to a 403(b) plan.

An employee having vacation to his credit at the time he gives written notice of his termination shall be permitted to request pay in lieu of his vacation allowance as follows:

Partial amounts in increments of eight (8) hours to be paid each pay day until the full vacation allowance to his credit is paid.

Full amount of his vacation credit to be paid on his last pay check.

#### Section 9. Pension Plan

Employees shall be entitled to membership in the Grand View Hospital Retirement System according to the rules and membership requirements of the System. The AFSCME Bargaining Unit may select two representatives to serve on the Hospital's Pension Plan Committee.

#### Section 10. Hospitalization-Medical Insurance

The Hospital shall pay the full premium for master medical and hospitalization insurance with a \$275 individual/\$550 family deductible per year for hospital charges for the employee single subscriber. The plan is Blue Cross Blue Shield for all employees averaging

twenty-eight (28) hours per week during the period covered by the most recently completed quarterly payroll accounting period. The deductible will be waived for all hospital charges provided at Grand View Hospital, at any hospital when the services are not available at Grand View Hospital, and any emergency services when the insured is out of the service area.

The Hospital will cap on premiums for plan year 1999 at the then-applicable BC/BS indemnity plan rates. Employees will pay the portion of single, two person or full family coverage premiums in excess of 1999 BC/BS single coverage indemnity premium rate in subsequent contracts.

#### Section 11. Life Insurance

Full-time employees shall, at the Hospital's expense, be provided a four thousand dollar (\$4,000) life insurance policy with accidental death and dismemberment benefits.

Part-time employees shall, at the Hospital's expense, be provided a three thousand dollar (\$3,000) life insurance policy with accidental death and dismemberment benefits.

#### Section 12. Dental Insurance

The Hospital shall pay full premium for dental insurance for the employee single subscriber. The dental insurance will include fifty (50) percent payment for Class 1 benefits, fifty (50) percent for Class 2 benefits to a maximum of \$800/per person/per year. The plan will be administered according to the policies of Delta Dental Plan of Michigan or any equivalent plan as specified for Group 4773-0002.

#### Section 13. Jury Duty Pay

An employee who is unable to work because of jury duty will be paid the difference between his pay for jury duty and his regular pay, provided he has notified the Department Head in writing of assignment to the panel within one (1) week of his being selected to the jury panel.

Section 14. Credit for Paid Hours

All hours paid to an employee, and all "call off" hours pursuant to ARTICLE XIV, Section 14, shall be credited for fringe benefit eligibility purposes, except overtime.

Section 15. Responsibility for Professional Liability

The Hospital agrees to be responsible for any professional liability incurred by employees covered by this Agreement, provided such liability is caused by the performance of an act or deed which is consistent with the specific order of a patient's attending physician and is not inconsistent with any policy, practice, rule or regulation of the Hospital or its Medical Staff.

Section 16. Continuing Education Benefit

Paid educational hours for the purpose of attending continuing education programs appropriate to an employee job classification and that are likely to benefit the Hospital and to increase the competency of the employee in his job classification are all as follows:

Full-time employees upon the completion of a year of consecutive service may utilize for continuing education purposes not more than twenty-four (24) paid educational hours in each calendar year following the completion of each year of consecutive service. Paid educational hours not utilized during the calendar year in which they are a benefit shall be forfeited.

Part-time employees, upon the completion of a year of consecutive service and averaging at least 28 hours per week during the period covered by the most recently completed quarterly payroll accounting period, may utilize for continuing education purposes not more than sixteen (16) paid educational hours in each calendar year following the completion of each year of consecutive service. Paid educational hours not utilized during the calendar year in which they are a benefit shall be forfeited.



Paid educational hours will be granted in only four (4) hour increments and must be utilized in lieu of working hours.

The Hospital will encourage attendance at continuing education programs appropriate to an employee's job classification and sponsored by appropriate institutions and organizations to the extent of the limits of scheduling and funds available. Employees may present written requests to their Department Head to attend programs such as those referred to above.

Requests for attendance at such programs will be made as promptly as possible and shall be limited to those which are beneficial to the employee and the Hospital in meeting their common goal and responsibility. The Unit Chairperson shall be notified and consulted prior to any tentative decision to disallow educational hours and may discuss the merits of the request with the Department Head and Executive Director. The responsibility for the final decision shall be that of the Hospital.

## ARTICLE XV - GENERAL CONDITIONS AND TERM OF AGREEMENT

### Section 1. General Conditions

The Union and Hospital recognize that this Agreement is subject to the laws of the United States and the State of Michigan. To the extent that any provisions of this Agreement conflict with the provision of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of law, state or federal, now in effect or passed in the future.

Any supplementary agreement which is reduced to writing and signed by both parties shall become and be part of this Agreement. The Hospital agrees to furnish sufficient copies of this Agreement and any supplements thereto to employees covered by this Agreement.

### Section 2. Authority of Negotiating Representatives

Both parties mutually pledge that the negotiating representatives selected by each shall have such reasonable authority as is necessary to expedient successful negotiations but both parties recognize and agree that no final agreement between the parties may be executed without ratification by the Hospital Board of Directors and by a majority of the employees within this bargaining unit.

### Section 3. Re-opening of Negotiations

The parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all matters set forth in this Agreement and that there are not other written or oral Agreements of any kind. The parties also agree that they have discussed all relative subjects and that during the life of the Agreement neither party will have any obligation to engage in negotiations over any subject.

All parties agree that the provisions of this Agreement may become a subject of negotiations during the term of this Agreement only by joint agreement of the parties. A request to re-open negotiations as provided for in this section may be initiated by either party.

Requests made by the Union shall be submitted in writing to the executive director and requests made by the Hospital shall be submitted in writing to the Unit Chairman. In either case a response to such a request shall be made in writing within thirty (30) days. In any negotiations initiated under this provision, neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representative from within or outside the County of Gogebic. Any agreements negotiated shall apply to both parties and shall be reduced in writing and signed by the authorized representatives of the Hospital and Union.

#### Section 4. Effective Date and Term of this Agreement

This Agreement shall be effective March 4, 1996, and shall continue in effect until February 28, 1999.

If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or subsequent termination date, give written notice of the Agreement to the other party, in which event the notice of the amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendment that may be agreed upon shall become a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Notice of Termination or Modification shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union to: 1034 N. Washington Ave., Lansing, MI 48906; and if to the Hospital, addressed to: Grand View Hospital, N10561 Grand View Lane, Ironwood, MI 49938, or to any other address the Union or the Hospital may make known to each other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their  
duly authorized representatives this 5<sup>TH</sup> day of MARCH,  
1996.

GRAND VIEW HOSPITAL EMPLOYEES'  
UNIT OF LOCAL 992, AFSCME  
COUNCIL 25, AFL-CIO

Gena Constantini  
Unit Chairperson

Kathleen Anderson  
Chief Steward

Roger Ames  
Council 25, AFSCME, AFL-CIO

GRAND VIEW HOSPITAL  
IRONWOOD, MICHIGAN

Fredrick [Signature]  
Chairperson, Board/Directors

[Signature]  
Secretary, Board/Directors

Walter Hollensted  
Executive Director

## APPENDIX "A" - WAGE SCALE

<u>JOB CLASSIFICATION</u>	Starting Hourly Rate:		
	<u>03/04/96</u>	<u>03/03/97</u>	<u>03/02/98</u>
Nutrition Service Aide .....	6.95	7.15	7.35
Environmental Services I .....	6.95	7.15	7.35
Certified Nursing Assistant .....	7.05	7.25	7.45
Histology Aide .....	7.05	7.25	7.45
Physical Therapy Aide .....	7.15	7.35	7.55
Nursing Clerk .....	7.30	7.50	7.70
Office Clerk I .....	7.30	7.50	7.70
Radiology Secretary .....	7.30	7.50	7.70
Laboratory Secretary .....	7.30	7.50	7.70
Pharmacy Aide .....	7.35	7.55	7.75
Central Supply Clerk .....	7.45	7.65	7.85
Environmental Services II .....	7.50	7.70	7.90
Cook .....	7.55	7.75	7.95
Stock Clerk .....	7.75	7.95	8.15
Accounting Clerk .....	7.80	8.00	8.20
Billing Clerk .....	7.80	8.00	8.20
Professional Billing Clerk .....	7.80	8.00	8.20
Purchasing Inventory Control Clerk .....	7.80	8.00	8.20
Office Clerk II .....	7.80	8.00	8.20
Accounting Clerk II .....	8.00	8.20	8.40
Medical Record Technical Assistant .....	8.20	8.40	8.60
Medical Record Transcriptionist .....	8.20	8.40	8.60
Maintenance Helper .....	8.20	8.40	8.60
CORT .....	8.40	8.60	8.80
Maintenance Mechanic (requires MISHE Test) .....	8.50	8.70	8.90
LPN .....	9.15	9.40	9.65

**INITIAL PERIOD RATE:** 25 cents less than the established rate for first 600 hours.

### SHIFT PREMIUM RATES:

For shifts starting at or after 01:00 p.m., but before 08:00 p.m. — .40 per hour.

For shifts starting at or after 08:00 p.m., but before 04:00 a.m. — .60 per hour.

### LONGEVITY PAY:

Upon completion of 2,080 consecutive hours of service, add .30 to the starting hourly rate.  
 Upon completion of 6,240 consecutive hours of service, add .40 to the starting hourly rate.  
 Upon completion of 10,400 consecutive hours of service, add .55 to the starting hourly rate.  
 Upon completion of 14,560 consecutive hours of service, add .65 to the starting hourly rate.  
 Upon completion of 20,800 consecutive hours of service, add .80 to the starting hourly rate.  
 Upon completion of 31,200 consecutive hours of service, add .90 to the starting hourly rate.  
 Upon completion of 41,600 consecutive hours of service, add 1.05 to the starting hourly rate.  
 Upon completion of 52,000 consecutive hours of service, add 1.20 to the starting hourly rate.

**ON CALL PAY:**

For each scheduled work day assigned to "on call" service — An amount equal to the established hourly rate of the employee assigned "on call."

For each unscheduled work day assigned to "on call" service — An amount equal to two (2) times the established hourly rate of the employee assigned "on call."

**REPORTING PAY:**

Employees who are "on call" and are called to report for work shall receive one (01) hour pay at their straight time hourly rate as "reporting pay" provided, however, that they report for work within one (01) hour of their designated reporting time.

Nursing clerks who have completed a basic EKG monitoring interpretation course will receive an additional .25 per hour for all hours on a shift during which monitoring duties are performed.

LETTER OF AGREEMENT  
BETWEEN  
GRAND VIEW HOSPITAL  
AND  
GRAND VIEW HOSPITAL EMPLOYEES' UNIT  
OF LOCAL 992 AFSCME COUNCIL 25, AFL-CIO

RE: Scheduling:

As a result of discussions between the parties, during negotiations on the current contract, it was agreed that the following understanding will govern how schedules will be adopted and implemented:

1. The employer where feasible will attempt to establish schedules, department by department, as far in advance as is appropriate to the department.
2. Schedules will not be final until posted. Once the schedule is posted, any change in an employee(s) schedule will be accomplished by switching with another employee(s) on a mutually agreed to basis between those employee(s). All such schedule switches shall be subject to the approval of the manager, which shall not unreasonably be withheld, provided that both employees are qualified and no additional overtime results.
3. The schedules will contain the daily hours of work and the days of work per week. Split shifts will be avoided whenever possible. A "split shift" is a shift with an unpaid interruption in the scheduled workday.
4. The practice of weekends and holidays off will be continued where appropriate.
5. The maintenance scheduling will continue as in the past.
6. Managers will attempt to take into consideration the legitimate scheduling concerns of affected employees in determining schedules.

The employer agrees to make a good faith effort to comply with the above understanding.

Dated this 5<sup>TH</sup> day of March, 1996.

GRAND VIEW HOSPITAL

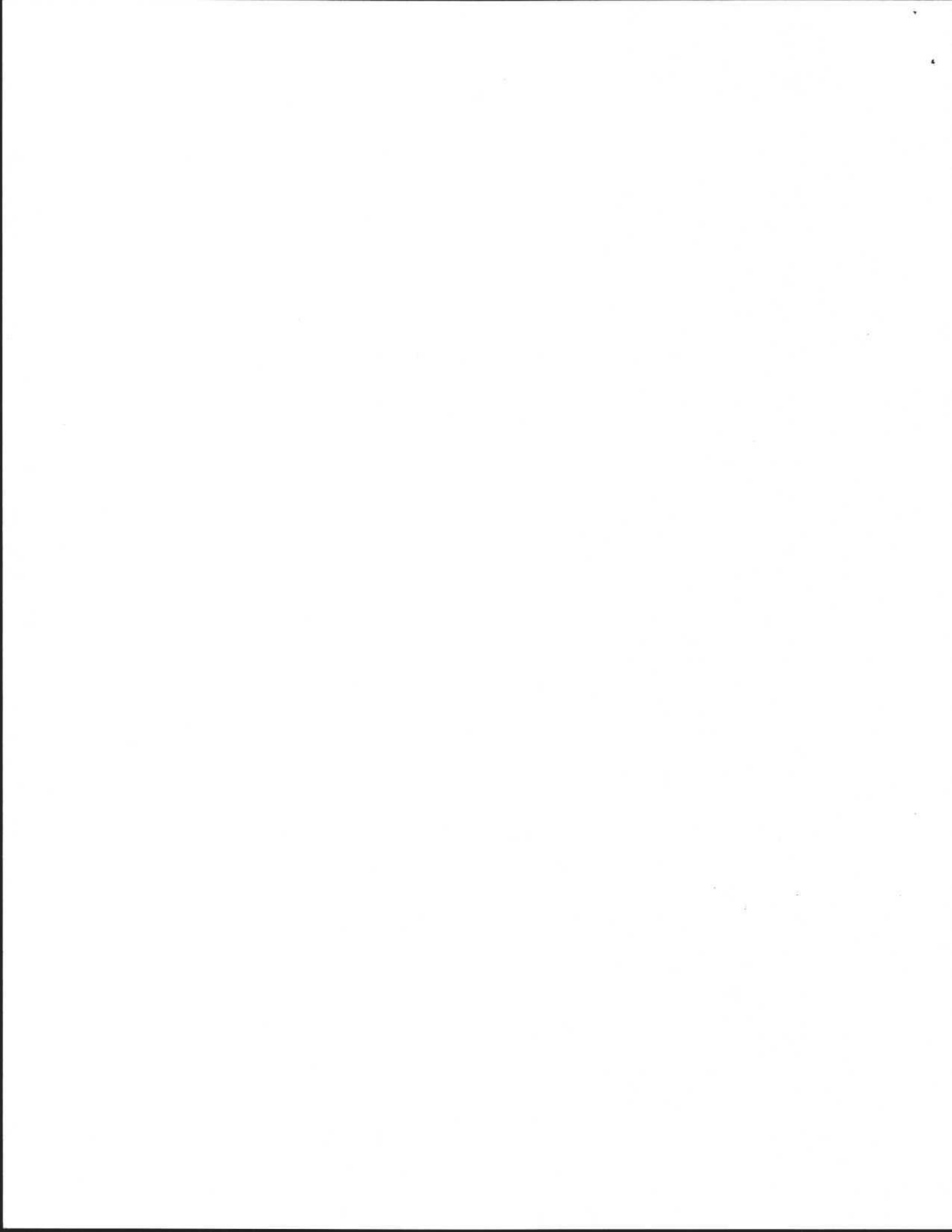
AFSCME

  
Wayne Hellerstedt

  
Lena Constantini

  
Bill Storck

  
Roger Smith





LETTER OF AGREEMENT  
BETWEEN  
GRAND VIEW HOSPITAL  
AND  
GRAND VIEW HOSPITAL EMPLOYEES' UNIT  
OF LOCAL #992, AFSCME, COUNCIL #25, AFL-CIO

RE: Paid Personal Leave, Article XIV, Section 4.

The aforementioned parties do hereby mutually agree to utilize the following procedure in conjunction with the above-captioned article:

1. Call out the most senior person that will not involve overtime and that is not scheduled to work that day. If the most senior does not volunteer to cover the shift, the department supervisor will continue down the seniority list of employees off that day until a volunteer is found.
2. In the event no employee(s) volunteer to cover a shift vacated by personal leave, the least senior employee available will be required to fill said shift. However, once an employee has fulfilled the requirement to be a replacement, he/she shall not be required to fill an open shift until all names on the list are exhausted for a period of six months.
3. Employees on vacation, personal leave or holiday shall not be required to be called for work. If their name is next on the list, it shall remain on the list as the next call-in for future call-ins.

This procedure has been developed to enable an employee(s) requesting personal leave time to be granted said time off, and a procedure that the Employer can utilize to fill open position(s) created by the granting of leave time.

This procedure shall not supercede the language in the contract pertaining to vacation or holiday time.

Dated this 5<sup>th</sup> day of March, 1996.

FOR THE HOSPITAL:

FOR THE UNION:

  
Wayne Hellerstedt

  
Lena Constantini

  
Bill Storck

  
Roger Smith



LETTER OF AGREEMENT  
BETWEEN  
GRAND VIEW HOSPITAL  
AND  
GRAND VIEW CHAPTER OF LOCAL 992, AFSCME, AFL-CIO

The Hospital hereby agrees to attempt to increase the proportion of full-time employees to part-time employees in the AFSCME bargaining unit, during the term of the 1996-1999 collective bargaining agreement.

Agreed to this 5<sup>TH</sup> day of MARCH, 1996.

GRAND VIEW HOSPITAL

AFSCME COUNCIL 25

  
Wayne Mellerstedt

  
Lera Constantini

  
Bill Storck

  
Roger Smith

