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6/20/98

**AGREEMENT  
BETWEEN  
GRATIOT COMMUNITY HOSPITAL  
and  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
LOCAL 1511 AFL-CIO**

**TERM: June 21, 1995**

**THROUGH: June 20, 1998**

*Gratiot Community Hospital*



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AGREEMENT

This AGREEMENT, entered into this 21st day of June, 1995, by and between GRATIOT COMMUNITY HOSPITAL at 300 Warwick Drive, Alma, Michigan, hereinafter called "Hospital" and Local #1511, Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO; together hereinafter referred to as the "Union".

ARTICLE 1

PURPOSE AND INTENT

The parties recognize that the Hospital's first obligation is to provide medical service to its patients, and hereby agree that the common dedication to the preservation of health and saving of lives shall remain paramount in their relationship for the life of this Agreement. This Agreement is executed with the belief that harmonious relations will result to the fullest degree between the Hospital, its employees and the Union.



ARTICLE 2  
RECOGNITION

Collective Bargaining Unit. Pursuant to and in accordance with the National Labor Relations Act, as amended, the Hospital hereby recognizes 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 in the collective Bargaining Unit described as follows:

All full-time and regular part-time central supply technicians, dialysis assistants, dialysis equipment technicians, dialysis technicians, environmental service workers, lead laundry workers, laundry workers, engineering workers, materials management clerks, medical dialysis technicians, operating room orderlies, surgical technicians, unit assistants and unit secretaries employed by Gratiot Community Hospital EXCLUDING contingent employees, temporary employees, clerical employees, all other employees and supervisors as determined within the meaning of the National Labor Relations Act.

### ARTICLE 3

#### MANAGEMENT RIGHTS

Except as in this Agreement otherwise specifically and expressly (but not by inference or implication) provided, the Hospital retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations; to discontinue or reorganize or combine any operations; to discontinue or reorganize or combine any department or branch of operations with any consequent reduction or other changes in the working force; to hire, layoff, promote, demote, assign duties to, transfer from one category to another, discipline or dismiss employees; to promulgate rules and regulations not inconsistent with the terms of this Agreement; to introduce new or improved methods or facilities, regardless of whether or not the same causes a reduction in the working force, or require the assignment of additional duties or the transfer from one classification to another; and in all respects, to carry out in addition the ordinary and customary functions of management, whether or not possessed or exercised by the Hospital, prior to the execution of this Agreement, provided however, that this section shall not be used in violation of any specific provisions of this Agreement.

The Hospital reserves the right to transfer any or all of its operations to any other location, or to discontinue the same, in whole or in part, at any time and to enter into agreements with

others for performing any of the operations of the Hospital in whole or in part, professional or non-professional, and either inside or outside of the Hospital premises. The Hospital, as included among the general prerogatives of management, hereby reserves in the entirety, the right to merge with any other institute or body or to sell or transfer the Hospital property and operations to another. In any of the foregoing events, the provisions of this Agreement shall not be binding upon the transferee or any merged or merging institution, nor upon any subcontractor or other person performing inside or outside the Hospital premises, any part of the Hospital operation.

All the rights, powers, discretion, authority and prerogatives possessed by the Hospital prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Hospital, except as expressly limited herein.

The Hospital agrees to give the Union advance written notice of its intent to subcontract work normally performed by bargaining unit employees, so that if the Union wishes, it may have an opportunity to discuss the matter with the Hospital.

ARTICLE 4

UNION SECURITY

Section 1.      Agency Shop.      All employees, after completion of the probationary period, must either become members of the Union or pay to the Union an agency fee.

However, any employee who is a member of, and adheres to the established and traditional tenants or teaching of a bonafide religious body as defined in Section 19 of the Taft-Hartley Law, may direct that contributions paid under this section can be contributed to a not-for-profit organization classified as tax-exempt in accordance with 501c3 of the Internal Revenue Code. Examples of such organizations might include: Cancer Society, Heart and Lung Association, Kidney Foundation, Gratiot Community Hospital Development Fund.

The Hospital will inform the Union of an appropriate time and place in which the union shall have the opportunity to discuss union membership and dues checkoff with new employees, during the orientation period.

It is understood that the time of such discussion shall be after the completion of orientee's work day, and shall not exceed thirty (30) minutes and will be unpaid.

Section 2.      Dues Deduction.    During the term of this Agreement, the Hospital agrees to deduct Union membership dues, levied in accordance with the constitution and by-laws of the Union, from the pay of each Union member who submits, to the Hospital, a signed authorization for checkoff of dues form which the Union will supply. Payments of employees who are not Union members shall also be subject to payroll deduction provided the Hospital receives a signed authorization form. The Union agrees to provide a thirty (30) day minimum written notice to the Hospital of any change in the dues deduction amount.

Deductions for dues and/or agency payments shall be made from the second paycheck issued to the employee in the month immediately following the expiration of ninety (90) days from date of hire, provided that the employee has submitted a signed authorization form to the Hospital. The Hospital will notify the Union in writing of any employee(s) hired, rehired, reinstated or transferred into the Bargaining Unit and will give the designated Union representative time off, without pay, to meet the said employee for the purpose of signing dues deduction forms. Deductions for any calendar month shall be remitted to the name and address of the designated financial officer of the Michigan Council #25 AFSCME, AFL-CIO, with a list of names of all employees for whom deductions have been made and the amount deducted, within fifteen (15) days following such deductions. Further, the Hospital shall notify, in writing, the financial officer of the council of names of those

individuals who, through change in their employment status are no longer subject to dues deductions. At the time the monthly dues listing and the employment change listing is submitted to Council #25, a copy of same will be provided to the designated Local Union Representative.

The Union agrees to hold the Hospital harmless for any and all claims arising out of the deduction for dues and/or equivalent payments as provided herein.

## ARTICLE 5

### REPRESENTATION

Section 1.      Stewards.      The Hospital agrees to recognize two stewards on the day shift, one steward on the afternoon shift and one steward on the night shift. Stewards shall have the responsibility of investigating grievance matters and attending grievance meetings and employee discipline meetings, when appropriate, relating to matters regarding their respective shifts. Only one (1) steward from the appropriate shift will be granted time to process a particular grievance. The Union will advise the Hospital in writing the names of its stewards. Alternate stewards may be appointed to serve in the absence of the regular steward, provided the Hospital is advised in writing of the names of the alternates prior to the alternates' term of duty.

Section 2.      Bargaining Committee.      The Hospital agrees to recognize the Bargaining Committee, composed of five (5) employees, provided no duplication of representation results in any one department. However, the President will not be considered as a department representative for the purpose of determining duplication. In the event of such duplication, the Union shall advise the Hospital of the one member from each represented department to be recognized by the Hospital. It shall be the function of the Bargaining Committee to meet with the representatives of the Hospital in collective bargaining meetings.

The Union shall advise the Hospital in writing of the names of the Bargaining Committee in advance of the Hospital's recognition.

Section 3.      Lost Time.    The Stewards and Local President shall receive their base rate of pay for all necessary hours lost from their regular working time as a result of processing grievances and/or attending discipline meetings between the Hospital and the Union, consistent with Section 1.      Such bargaining unit representatives will be released as promptly as possible, without unduly disrupting patient care, and shall check out and in with the persons directing their work activity. It is provided, however, that if, in the Hospital's judgment, this section is being abused, the Hospital shall notify the Union in writing of the abuse and, if the abuse is not corrected within a designated period of time, the Hospital may invoke appropriate disciplinary action and discontinue paying for such lost work time.



## ARTICLE 6

### GRIEVANCE PROCEDURE

A grievance is a dispute, a claim or a complaint concerning the application or interpretation of an express provision of this Agreement. All grievances will be handled in the following manner:

Section 1.      Step 1. An employee with a grievance will, within ten (10) days of occurrence of the incident giving rise to the grievance or within ten (10) days of the day the employee reasonably should have known of the incident, first discuss it with the immediate supervisor, either individually or with a steward, with the intent of resolving the matter informally.

The supervisor will verbally respond to the grievance within five (5) days of its presentation.

Section 2.      Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievance will be reduced to writing and signed by the grievant and a steward, or other Union Officer, and submitted to the appropriate Vice President of the Hospital or a designated representative, within seven (7) days after the answer in Step 1 is received by the Union. The Vice President of the Hospital, or a designated representative, will discuss the grievance with the Local President and the grievant, if appropriate. One other appropriate member of the Bargaining Unit

may be present, without pay, if desired by either party. The Vice President of the Hospital, or a designated representative, will give an answer in writing within seven (7) days after such meeting.

The Hospital will notify the Union, upon ratification of this agreement, whom it deems to be the appropriate Vice President for each department or classification. Thereafter, the Hospital will notify the Union of any changes in this designation.

If a grievance, as defined in this Article, concerns matters affecting the bargaining unit as a whole, it should be initiated at Step 2. Such grievance must be reduced to writing and signed by the Local Union President.

Section 3.      Step 3. If the grievance is not resolved by the Hospital's Step 2 answer, the Local Union President may appeal, in writing, to the Vice President of Human Resources of the Hospital, or designee, within fifteen (15) days of the Hospital's Step 2 answer.

The Vice President of Human Resources of the Hospital, or designee, will attempt to schedule a meeting at a mutually acceptable time (not to exceed fifteen (15) days from the date of appeal), with the designated Council or International Union representative for the purpose of resolving the grievance.

The union may choose to have two representatives attend the meeting. The parties may mutually agree to include other appropriate persons in this meeting.

The Hospital will provide its written response within fifteen (15) days following completion of the Step 3 meeting to the union representatives who attended the meeting.

Section 4. Resolution. The resolution of any grievance will be reduced to writing and signed by the Union and Hospital representatives. All agreements reached by the parties, through the grievance procedure, will be final and binding on the Union, employees and the Hospital.

Section 5. Step 4 - Arbitration. If the grievance has not been satisfactorily resolved, and the grievance is arbitrable, the Union will submit a demand for arbitration to the American Arbitration Association (AAA) and, simultaneously, send a copy to the Hospital within thirty-five (35) days of receipt of the Hospital's step 3 answer. Unless it is mutually agreed otherwise, each grievance will be handled as a separate hearing.

The arbitrator will schedule the hearing and the hearing will be conducted according to the rules and procedures of the American Arbitration Association. The arbitrator will have the power to make determinations of fact, on the questions submitted, and apply them to the provisions of this Agreement alleged to have been

violated, so long as the grievance is submitted in accordance with the provisions, limitations, and procedures specified in this Agreement.

The arbitrator will not have the jurisdiction or authority to add to, subtract from, nullify, or modify any of the terms of this Agreement.

The arbitrator will be bound by the facts and evidence submitted, and may not go beyond the terms of this Agreement, in rendering a decision; nor include, or deal with, any issue or matter which is not made subject to the terms of this Agreement. Any case appealed to the arbitrator on which she/he has no power to rule, will be referred back to the parties without decision. The decision of the arbitrator will be in writing, and shall be final and binding upon the parties, when rendered upon a matter within the authority of the arbitrator.

In no event will an arbitration award be retroactive beyond the beginning of the pay period, preceding the payperiod, in which the grievance was first presented to the Hospital.

The cost and expenses of the arbitrator will be borne equally by the parties. All other expenses incurred by either party will be paid by those incurring such expenses.

Section 6.      Time Limitations. The time limitations established in the grievance procedure will be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance will be considered settled. If the time procedure is not followed by the Hospital, the grievance will automatically advance to the next step, but excluding arbitration. The time limits established herein may be extended by mutual agreement.

Section 7.      Time Computation. For the purpose of computing time limits set forth herein, the term "days" will not include Saturdays, Sundays or holidays as defined in this Agreement.

## ARTICLE 7

### WORK STATUS DEFINITIONS

Section 1.     Full-Time.     A full-time employee is an employee whose regular bid hours are at least seventy-five (75) hours per payperiod. An employee, who works shifts of at least twelve (12) consecutive hours, and whose regular bid hours are at least seventy (70) hours per pay period, will be considered full-time.

Section 2.     Regular Part-Time.     A regular part-time employee is an employee whose regular bid hours are less than seventy-five (75) hours per pay period. An employee who works shifts of at least twelve (12) consecutive hours, and whose regular bid hours are less than seventy (70) hours per pay period, will be considered part-time.

Section 3.     Contingent.     A contingent employee is an employee who does not have regular bid hours. In addition, employees who are hired on a regular part-time or full-time basis, and are classified as summer help, shall be considered contingent employees. Contingent employees are not in the collective bargaining unit and are not subject to the terms of this Agreement. Contingent employees will not be used so as to erode the Bargaining Unit.

Section 4.        Temporary.    A temporary employee is an employee hired for a time not to exceed ninety (90) days. This time may be extended by mutual agreement between the Hospital and the Union. Temporary employees may be used to fill in for regular employees who are absent due to illness, vacation, or leave of absence. Temporary employees may also be used to fill seasonal or newly created positions when such positions are unable to be filled by regular full-time or part-time employees. Temporary employees will not be members of the Union and will not be subject to the terms and conditions of this Agreement. Temporary employees will not be used so as to erode the Bargaining Unit.

Section 5.        Probationary Period.    New employees will be regarded as probationary employees during the first ninety (90) calendar days of their employment. During this period, the Hospital shall determine the ability of a probationary employee to perform the required work. The Hospital reserves the right to terminate probationary employees, for any reason, prior to the completion of the probationary period. The Hospital's decision regarding probationary employees is not subject to the Grievance Procedure.

§  
The Hospital may require part-time employees to work a full-time schedule for orientation during the probationary period.

Upon completion of the probationary period, an employee will have her/his name entered on the Hospital's seniority list according to the most recent date of hire in a position with regular bid hours.



ARTICLE 8

SENIORITY

Section 1.        Seniority Definition. Seniority will be comprised of two (2) categories as defined in this section. When two or more employees have the same Seniority Date, seniority order will be determined by the last four digits of the employee's Social Security Number. The highest number will be most senior.

Section 2.        Hospital Seniority. Hospital Seniority is defined as the length of time an employee has been continuously employed by the Hospital, in any capacity, since the last date of hire subject to the probationary period. Upon completion of the probationary period, Hospital seniority will be retroactive to the last date of hire in a position with regular bid hours. Hospital Seniority will apply in the computation of, and eligibility for, vacation, holiday, sick leave, and other fringe benefits.

Section 3.        Union Seniority. Union Seniority is defined as the length of time an employee has been continuously employed by the Hospital, in a classification covered by this Bargaining Unit, after completion of the probationary period. Upon completion of said probationary period, Union Seniority will be retroactive to the date the employee was most recently employed in a position with regular bid hours covered by the Bargaining Agreement.

Section 4.      Loss of Seniority. An employee's seniority with the Hospital will terminate, and the employment relationship will end under the following conditions:

When she/he quits, retires, or is discharged and the discharge is not reversed through the grievance procedure.

Absence from work without notice for three (3) consecutive working days, unless otherwise excused.

Upon failure to return to work within three (3) working days upon recall, unless mutually extended.

Upon failure to return to work on the required date of the expiration of a leave of absence, unless otherwise excused.

After continuous layoff status for the length of her/his seniority, or nine (9) months, whichever is less.

Upon acceptance of other employment while on leave of absence.

Section 5.      Seniority List. A current copy of the seniority list will be posted on the bulletin board annually and a current

copy of the seniority list will be furnished to the Union upon request as the need should arise.

Section 6.        Super Seniority. The Local President shall head the seniority list of the Hospital and Stewards shall head the seniority list on the shifts they represent. Super Seniority is granted for purpose of layoff and recall only. The Hospital is not required to make work for an employee granted Super Seniority.

ARTICLE 9

LAYOFF AND RECALL

Section 1.      Layoff. A layoff is a reduction in the work force. When the Hospital deems it necessary to reduce the work force for periods of time greater than one pay period, the reduction will be accomplished as follows:

Section 2.      Layoff Procedure. The Hospital will meet with the proper Union representatives prior to the effective date of layoff. At such meeting, the Hospital will submit a list of the number of employees in each classification scheduled for layoff and will proceed with the implementation of layoffs in the following order:

- a. From volunteers
- b. From temporary employees
- c. From probationary employees

Should such reduction be insufficient, the Hospital will reduce from the regular work force in the job classifications identified for layoff on the basis of Bargaining Unit Seniority.

Any seniority employee whose job is eliminated, and therefore displaced, may exercise seniority rights by:

Displacing the employee with the least seniority in a lower - paid classification provided the bumping employee:

- i) has greater Bargaining Unit seniority and
- ii) has the required qualifications and/or certifications as well as the training, skill and ability to perform the job effectively and efficiently within five (5) working days.

An employee may also displace the employee with the least seniority in a higher-paid classification, as set forth above, provided the employee has competently performed in the classification in the past two (2) years.

If the employee does not displace a less senior employee, the employee will be laid off. Any employee displaced through the process described above will not have any bumping rights and will go directly to layoff status.

An employee laid off, because of work force reduction, will be given the opportunity to fill a Bargaining Unit position vacant at the time of the layoff for which the employee is qualified, prior to the Hospital's recruiting from outside the Bargaining Unit.

Employees who exercise seniority rights and change classification, shall be paid the appropriate rate of pay for the classification into which they have exercised such rights.

Section 3.      Recall From Layoff. In the event of an increase in the work force, following a layoff, laid off employees having recall rights shall be called to work in order of their bargaining unit seniority provided that:

- a. The recalled employee has the required qualifications and/or certifications as well as the training, skill and ability to perform the job effectively and efficiently within five (5) working days and
- b. The recalled employee notifies the Hospital and returns to work within three (3) working days following receipt of certified mail or telegram sent by the Hospital to the employee's last known address.
- c. Employees with Hospital seniority will retain the right to be recalled to a position for which they are qualified within a period not to exceed nine (9) months from the date of layoff.
- d. If an employee declines an offer of recall to a position for which the employee is qualified, with the same number of hours and equivalent pay rate to the position from which the employee was laid off, the employee will be considered as having resigned without proper notice. If an employee declines an offer of recall to other positions, the employee will be considered as having resigned with notice.

Section 4. Staff Reduction Days.

In the event the Hospital determines it is necessary to reduce staffing on a temporary, short-term basis, other than a layoff as described in this article, the Hospital may assign staff reduction days as may be appropriate: Employees who are working above bid hours on an extra weekend shift will be offered staff reduction before other volunteers are sought; next are employees who have requested a CAL day (such requests will be granted on a first-come, first-served basis); next are employees who have signed the volunteer list (volunteers will be selected based on bargaining unit seniority), provided the remaining employees are fully capable of performing the required duties effectively.

Should the above staff reductions be insufficient, the hospital may assign employees staff reduction days. Temporary employees will be reduced first and if additional reductions are necessary, contingent employees will be reduced. If additional reductions are necessary, regular employees will be reduced in reverse order of Bargaining Unit Seniority, to meet the needs of the hospital. Staff reduction days will usually be assigned in increments of one (1) shift or less. Employees who receive staff reduction days may be placed on call for the balance of their scheduled shifts at the option of the manager.

ARTICLE 10

JOB POSTING AND SELECTION

When a new bargaining unit position is created or a vacancy occurs, that the Hospital intends to fill, the Hospital will post a notice of the open position on the Hospital bulletin board for a period of seven (7) days. Said posting will indicate the classification, hours of work, shift, and qualifications for the position.

Any non-probationary employee, who has been in her/his current position at least six (6) calendar months, is eligible to bid on a posted position. In the event no qualified bargaining unit applicant meets the six (6) month requirement, it may be waived by mutual agreement of the Hospital and the Union. To bid, an employee must complete a bid form prior to the posting expiration date. Bargaining unit members may submit a bid for an absent employee; however, the member submitting the bid must indicate on the bid that they submitted same at the request of the absent employee. When the absent employee returns, she/he must complete and sign the bid form.

The hospital will consider any individual, currently employed, who meets the posted requirements for the position. The hospital has the right to select the most qualified candidate based on skills, qualifications, attendance, disciplinary record and work record. First consideration will be given to qualified employees working



within the unit/department in which the vacancy exists. Seniority will control only when two or more candidates, outside the unit/department in which the vacancy exists, are judged equal with regard to these selection criteria. Individuals who are not presently employed by the hospital may be hired when there is no qualified internal candidate.

The Hospital agrees to furnish the Local President a copy of each job posting and a list of bidders which indicates to whom the position was awarded.

If the Hospital determines that an employee is not able to perform satisfactorily in the new position within thirty (30) days after beginning the new position, the employee will be advised in writing of the reasons for the Hospital's decision and will be returned to her/his former position, unless it has been eliminated. If the former position has been eliminated, the employee will displace the least senior employee in the same classification who has the same status (either full-time or part-time). If an employee withdraws from a position, the employee will be returned to her/his former position, if available. If the former position is not available, the employee will be returned to an open position for which she/he is qualified. If there are no such positions, the employee will be placed on lay off status under Article 9, Section 1.

ARTICLE 11

PERFORMANCE EVALUATION

Each employee will be evaluated based on her/his level of accomplishment in meeting the standards of the job as stipulated in the criteria-based job description for the job she/he holds.

All employees will be evaluated prior to completing the probationary period described in Article 7, Section 5, again during the first year of employment, and at least every other year thereafter. The Hospital reserves the right to conduct evaluations at intervals other than stated above.

An evaluation will be in written form and signed by the evaluator and the employee. A copy will be given to the employee. The employee signature will not imply agreement or disagreement with the content of the evaluation, but will only indicate that the employee has reviewed the contents of the evaluation. The employee may submit her/his own comments in response to the evaluation which will be attached and become part of the employee's evaluation.

The purpose of the evaluation is to promote a better understanding of the job standards and to communicate to the employee her/his level of performance in relationship to Hospital standards and, when necessary, to identify areas for improvement.

Performance evaluations will not be considered as disciplinary action and will not be considered a part of a progressive disciplinary procedure.

Performance evaluations will become part of the employee's personnel record and will be treated as confidential information in accordance with state and federal law.

ARTICLE 12

WORK SCHEDULE

Section 1.      Pay Period. The pay period will be a fourteen (14) day period commencing at 7:00 a.m. every other Sunday.

Section 2.      Work Schedule. The Hospital will post, ten (10) days in advance, the schedule for each shift. The normal full-time schedule is seventy-five (75) hours during a fourteen (14) day period. The Hospital agrees to make a good faith effort to assign work schedules so that employees will have every other week-end off subject to the personnel and patient service requirements of the Hospital.

On those occasions when the Hospital determines a need for additional hours, part-time employees will be solicited, in order of seniority, to be scheduled hours beyond their regular bid hours. If volunteers solicited are insufficient to meet staffing needs, then the Hospital may assign part-time employees to work additional hours temporarily beyond those of their regular bid hours, by inverse order of seniority by classification.

Section 3.      No Guarantee of Hours. Nothing in this section will be construed as a guarantee of any number of hours per day or days per pay period.

On any given day if the hours of the work force are to be reduced it will be in accordance with Article 9, Section 4 "Staff Reduction Days".

Section 4.      Changes.

1. Once the work schedules are posted, an employee's work schedule will not be changed for the purpose of avoiding overtime unless mutually agreed upon by the employee and the Hospital.

2. An employee may make a change in her/his work schedule provided she/he obtains her/his own relief for the desired time off. An employee must take benefit time and the following stipulations must be met:

- a. There must be twenty-four (24) hours notice; except for requests for Sunday or Monday must be made on Friday, 4:00 pm.
- b. The schedule change must be approved by the department manager or a designee.
- c. Schedule changes may be made only with persons of equal skill.
- d. Schedule changes may not involve overtime for either party.

- e. Schedule changes involving unpaid time off (i.e. schedule changes which merely involve the exchange of a day off with another employee) may be made without limitation provided the above stipulations are met.

Section 5.      Assignments.      An employee is hired into a department with the understanding that she/he may be rotated through or assigned to any shift in accordance with the schedule of the department, according to union seniority. The Hospital will endeavor to assign consistent shifts to employees based on union seniority provided the needs of the hospital are met.

Section 6.      Rest/Meal Periods.      Employees who work more than four (4) hour shifts will be allowed a fifteen (15) minute rest period each shift whenever possible. The rest period will be scheduled by the department manager.

Employees who work more than four (4) hour shifts will be allowed a one-half (1/2) hour unpaid lunch period.

ARTICLE 13

LEAVE OF ABSENCE

Section 1.        Definition. Leave of Absence (LOA) is defined as a formally approved period of time off work for more than two weeks with the exception of CAL. An LOA will not exceed twelve months from the last active date of work, except for Worker's Compensation Leaves or as prescribed by law. Seniority does not accrue while an employee is on a leave of absence, without pay, except as required by law. In no case will the length of a leave exceed the employee's total Hospital Seniority or one (1) year, whichever is less, except as required by law.

Section 2.        Eligibility. An LOA may be granted to a full-time or regular part-time employee who has successfully completed the initial probationary period and who has been actively and continuously employed for six months, except for leaves for military service (as prescribed by federal statutes) or for disabilities which have entitled an employee to Worker's Compensation benefits. An employee may be denied an LOA (except military or worker's compensation) due to departmental operational needs, unsatisfactory job performance, receipt of a disciplinary action at the suspension level within ninety (90) days of the application for the leave, or if the employee has been granted another leave during the preceding twelve months.

Section 3.        Procedure. An employee wishing to be granted an LOA must complete and submit the required documents at least one month in advance of the beginning of the leave, unless it is not possible to do so. The application is submitted to the employee's immediate supervisor for processing. The approvals of the manager, the appropriate vice president and the Vice President of Human Resources are required before a leave is considered authorized. Except in unusual circumstances, an application for a leave must be submitted before the start of the leave. An approval or a denial of an application for a leave will be communicated to the employee in writing.

Section 4.        Extension. An application for an extension of an LOA must be in writing and must receive the approval of the manager, the appropriate vice president, and the Vice President of Human Resources before being authorized. An extension request must be submitted at least fourteen (14) calendar days prior to the end of the initial leave. Extensions will not normally exceed thirty (30) calendar days and in no event will an extension be approved if the total leave of absence period would exceed one year. An approval or denial of an application for an extension will be communicated to the employee in writing.

Section 5.        Impact on CAL/EIB. Except for bereavement, military and jury duty leaves, employees will not be entitled to a leave of absence unless and until they have used all their CAL time. For



medical leaves, an employee may use EIB and/or Sickness and Accident insurance as provided in Articles 15 and 20 respectively.

Section 6.      Position upon return. If an employee returns to work from any absence, whether paid or unpaid, within ninety (90) days of the first day of the absence, the employee will be returned to her/his former position; providing no intervening layoff affecting such employee has been made. If the employee returns after ninety (90) days, she/he will be returned to her/his former position if available or to a comparable position, if available. If no such positions are available, the employee will be placed on layoff status under Article 9, Section 1.

Section 7.      Reasons for Leaves of Absences

a.      Medical Leave. Approval will be granted if acceptable evidence of the extended nature of the disability (i.e. a physician's statement) is properly submitted. The period of actual disability varies from person to person, and will be determined based on written physician's recommendations.

The employee shall furnish such medical evidence from time to time as is reasonably requested by the Hospital. Failure to furnish such medical evidence will result in the termination of the employee's employment. Before an employee on a medical leave may return to work, the employee must present a doctor's certificate

stating that the employee is physically able to return to the employee's regular job and fully perform its duties and responsibilities. All such certifications, or other reports from the treating physician, will be subject to acceptance by the physician chosen by the Hospital. The Hospital reserves the right to have an employee examined by a physician selected by the Hospital in connection with a medical or disability leave which has been or may be granted. In the event a dispute arises between the employee's personal physician and the physician selected by the Hospital, an impartial third opinion will be sought by a physician agreeable to both parties who has no direct relationship with the Hospital or employee. The opinion of this physician shall be binding on both parties.

b. Personal Leave. An eligible employee may be granted a personal leave of absence at the discretion of the Hospital.

Requests for personal leaves must be filed thirty (30) days in advance, except in emergency circumstances. A personal LOA will not be approved for a period in excess of thirty (30) days. However, employees may request a thirty (30) day extension prior to the end of their approved personal leaves.

c. Education Leave. An employee may apply for an educational leave if the employee personally enrolls in an

accredited secondary school, college, or university as a full-time student (twelve credit hours or more).

d. Military Service Leave. An employee who serves in the military service of the United States of America, including the Reserves and National Guard, will receive all the benefits due them in accordance with the applicable federal and state statutes.

Employees who are called to serve more than two (2) consecutive days of Reserve or National Guard duty will be required to provide sixty (60) days notice of such duty except in case of civil or national emergency.

e. Bereavement Leave. An employee may request up to fourteen (14) work days for death of spouse or child. This leave will commence immediately following the paid benefit provided in this contract.

f. Union Leave - Members of the Union elected to Union positions which take them from their employment with the Hospital will, at the written request of the Union, receive a leave of absence not to exceed one year or term of office, whichever is shorter.

Section 8.      Multiple Leave Requests. If more than one such leave is requested per year, such additional leaves will be granted at the discretion of the appropriate vice president.

Section 9.      Family and Medical Leave Act. The provisions of the Family and Medical Leave Act will supersede any and all other provisions of this Article and leaves described above will be considered FMLA leave where applicable.

ARTICLE 14

PAID LEAVES OF ABSENCE

Section 1.      Bereavement Leave.      Bereavement leave of absence, paid at the base rate of pay, will be granted for three (3) days for the death of a member of a full-time employee's immediate family. For purposes of this section, the immediate family shall be defined as spouse, child, father and mother. Bereavement leave of absence, paid at the base rate of pay, will be granted for two (2) days from the death of a member of a full-time employee's less immediate family. For purposes of this section, the less immediate family will be defined as grandmother, grandfather, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, grandmother-in-law, father-in-law, grandfather-in-law, son-in-law, daughter-in-law.

For full-time employees, days of paid leave are to be used to compensate for scheduled work days lost from day of death of the relative. Part-time employees will be granted two (2) or one (1) (for the relationship listed above) scheduled work days. Scheduled work days lost will be paid at the base rate of pay.

When an employee submits her/his Personnel and Payroll Request Form for bereavement pay, she/he must indicate the relationship of the deceased, date of death, and date of funeral and the hospital may require acceptable documentation.

Section 2.        Jury Duty. An employee who is summoned and reports for jury duty as prescribed by law will be paid the difference between the jury duty fee which is received for such services and the employee's then current base rate which would have been received for scheduled working time actually lost due to such jury duty.

The Hospital will require proof of such service rendered to the court and the amount of compensation received from the court. If excused from jury duty, the employee will be expected to report for work if she/he can give at least two (2) hours working service. Failure to return to work will result in loss of pay for the time involved.

Afternoon and night shift employees who are summoned and report for jury duty will be re-scheduled to the day shift for the duration of said jury duty.

Section 3.        Witness Duty. If an employee is subpoenaed to court in a proceeding in which the Hospital is one of the parties and the appearance is on behalf of the Hospital, the employee will be paid the difference between the witness fee and the employee's base rate of pay for the time actually lost from scheduled work. On the day(s) of such witness duty, the employee will be expected to report for work if she/he can give at least two (2) hours working service.

ARTICLE 15

PAID TIME OFF

Section 1: Consolidated Annual Leave. - This paid time off program consolidates what was previously called Vacation, Holiday and a portion of Sick Time into one bank of time called Consolidated Annual Leave (CAL). All regularly scheduled employees earn a portion of an hour of CAL for each hour they are paid (excluding On-Call and Sick and Accident Pay hours) at the following schedule:

<u>CONTINUOUS SERVICE REQUIRED</u>	<u>CAL ACCRUAL</u>
Hire to 3 years	.08077 per hour
3 < 5 years	.08462 per hour
5 < 10 years	.09615 per hour
10 < 15 years	.10769 per hour
15 < 20 years	.11538 per hour
20 + years	.12308 per hour

\*During the probationary period, accrued CAL time can be used only for holidays. If an employee is terminated prior to successful completion of the probationary period, CAL time is forfeited. CAL accumulates in the employee's bank each payperiod. The balance is printed on the paycheck stub each payperiod.

Eligible employees are able to draw hours from their CAL banks to pay themselves when they take a day off work. CAL time will be paid at the employee's base rate of pay.

Section 2. Extended Illness Bank. This paid time off bank accumulates time that was previously a portion of the sick leave accrual. All regularly scheduled employees, hired before June 21, 1993, earn a portion of an hour of EIB for each hour they are paid (excluding On-Call and Sick and Accident Pay hours) at the following schedule:

CONTINUOUS SERVICE REQUIRED

EIB ACCRUAL

All bargaining unit employees

hired before June 21, 1993

0.03077 per hour

EIB accumulates in an individual employee's bank each payperiod. The current balance is printed on the paycheck stub each payperiod.

‡ All regularly scheduled employees are eligible to draw hours from their accrued EIB banks to pay themselves for time away from work for the third and subsequent day of an illness or for the first day of hospitalization or outpatient surgery. Verification from a doctor stating that: the employee was treated/hospitalized; was medically unable to work; the employee is able to return to work; and the expected return date is required to draw hours from the EIB bank. Employees will not be allowed to "borrow" time from future



earnings. Time away from work for accidents or illnesses covered by Worker's Compensation are not eligible for EIB use.

Section 3. Scheduling CAL. Employees may schedule time off to the extent that they have accrued CAL following the successful completion of the probationary period except as otherwise provided in Section 1. Requests for extended periods of time off (vacations, etc.) must not interfere with the efficient operation of the Hospital, including the Hospital's personnel and patient care requirements. In order for the Hospital to meet its requirements, it may be necessary for employees to split their vacation time during a twelve month period. Requests for scheduled CAL are subject to approval of the department manager.

CAL days may be requested in the following ways:

1. Three advanced request periods will be established. The actual dates of the periods will coincide with the schedule posting dates closest to the following dates:

<u>Advance Request Period</u>	<u>Months in Which Vacation is Granted</u>
November 15-December 15	May, June, July and August
March 15-April 15	September, October, November, December
July 15-August 15	January, February, March, April

Employees will submit their advanced requests for CAL to their department manager, or designee, who will make them available for review by employees upon request. For purposes of this section, nursing will be considered one department.

Requests submitted during these periods will be granted in order of seniority. From Memorial Day through Labor Day, an employee may not advance request more than 15 days off with pay. Decisions will be made available three (3) weeks following the end of the request period. One CAL request per unit will be granted for any given day of these periods. Additional requests may be granted at the discretion of the Hospital. After the advanced request period, CAL hours/days will be granted on a first-come, first-serve basis.

CAL requests, which do not fall within the advanced request period, must be submitted 10 days prior to the schedule posting in which the CAL request falls, in order to be considered for that schedule.

The week between Christmas and New Year, and the week following New Year, will be exempt periods but the Hospital may utilize discretion to grant CAL requests during these periods.

Days may be exempted from this provision in the event that a leave of absence for the period requested is scheduled or reasonably known to be occurring.

If an employee becomes ill and under a physician's care after CAL has been scheduled, but before the CAL is taken, so that the employee is prevented from taking the CAL, the employee may request that her/his CAL be rescheduled. If an employee becomes hospitalized while on CAL, upon providing a doctor's note, she/he may draw from the EIB rather than the CAL bank for the period of time off work for hospitalization to the extent that she/he has EIB accrued.

Any balances in the CAL bank at the time of termination are paid at the employee's current base rate to employees who give appropriate notice of termination and who work through the notice period, unless excused by the employee's manager. An employee who does not give appropriate notice upon termination, or who fails to work through the notice period, waives her/his right to cash in her/his CAL bank.

EIB hours are not eligible for payout at the time of termination. The maximum EIB accrual is 480 hours.

ARTICLE 16

HOLIDAYS

Section 1.      Recognized Holidays.      The Hospital recognizes the following holidays as official Hospital holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

All holidays begin with the shifts beginning between the hours of 11:00 P.M. the day preceding the holiday and end with the shift beginning at 11:00 P.M. the day of the holiday.

Section 2.      Holidays Scheduled Off.      If an employee has sufficient time in her/his bank, an employee will draw hours from her/his CAL bank to pay her/himself when taking a recognized holiday off her/his regular schedule.

Section 3.      Holidays Worked.      The holiday schedule takes precedence over the weekend schedule. When the need occurs, the Hospital may require an employee to work one of the Hospital-recognized holidays. The employee will receive one and one-half (1 1/2) times her/his base rate of pay for all hours worked on the holiday. No time is drawn from the CAL bank when an employee works a Hospital-recognized holiday.

ARTICLE 17

TERMINATION OF EMPLOYMENT

An employee who voluntarily severs her/his employment, and who has notified the Hospital in writing of her/his resignation at least two (2) weeks in advance of such resignation, will receive all accrued CAL time paid at her/his current base rate of pay. The employee who does not give this notice forfeits her/his claim to accrued CAL time.

The two weeks notice period will encompass working all regular scheduled workdays, unless otherwise excused, within a fourteen (14) day period commencing the first day after the date of the written resignation. CAL will not be granted in lieu of, or portion thereof, the working notice, except when approved by the employee's manager.

Upon death of an employee, all terminal benefits will be paid to the employee's beneficiary, provided that: (1) the employee has designated, to the Hospital in writing, a specific beneficiary for the benefits, and further provided that (2) the employee was full-time or regular part-time and had worked continuously at least one thousand forty (1040) hours.

ARTICLE 18

INSURANCE COVERAGES

Section 1.     Health. The Hospital agrees to provide coverage equivalent to comprehensive major medical BCBSM health insurance coverage to employees in the bargaining unit as follows:

EMPLOYEE PREMIUM CONTRIBUTIONS

MONTHLY

<u>COVERAGE</u>	<u>FULL TIME</u>	<u>PART TIME = / &gt; 18 HOURS PER WEEK</u>	<u>PART TIME &lt; 18 HOURS PER WEEK</u>
Employee Only	0	0	100%
Employee + Spouse	\$12	100%*	100%
Employee + Family	\$15	100%*	100%

\*100% of the incremental premium for coverage beyond the employee only.

<u>Med/Surg Hospitalization Deductible</u>	<u>Co-Pay</u>	<u>Stop Loss</u>
\$250/500 Individual/Family	20%	\$1,250/\$1,500

\*Waived fees do not count toward the stop loss.

\*During probation employee pays full premium.

The Hospital agrees to waive the deductibles and co-payments for covered services, in accordance with insurance carrier definitions, provided by Gratiot Community Hospital.

Employees covered under the health insurance program, including those with employee only coverage, will be responsible for 50% of any premium increases levied by the carrier after the effective date of this agreement. Employees who do not pay the increase in premiums will be deemed to have opted out of the health insurance program.

In addition to the above health insurance coverage, the Hospital may offer another health insurance product (such as an HMO or PPO) to employees.

Section 2.      Life Insurance. The Hospital will pay the full premiums for a Fifteen Thousand (\$15,000.00) Dollar Term Life Insurance policy for all Bargaining Unit employees classified as regular employees who have completed one thousand forty (1,040) regular hours of employment.

Section 3.      Dental Plan. The Hospital agrees to maintain dental insurance coverage for all regular full-time and regular part-time employees and to their legal spouses and dependent children as follows:

PREMIUM	CLASS	CLASS	CLASS	MAXIMUM
<u>CONTRIBUTION</u>	<u>IA</u>	<u>IB</u>	<u>II</u>	<u>BENEFIT</u>
0	100%	50%	50%	\$800/year

Class IA = Preventative/Emergency Palliative/Diagnostic

Class IB = Radiographs

Class II = Prosthodontics/Surgical/Restorative

These benefit levels are limited to the fee schedules and rates established and maintained by Delta Dental of Michigan for participating doctors and dentists.



ARTICLE 19

PHARMACY PURCHASE SERVICE

The Hospital agrees to provide prescription coverage through the Hospital pharmacy. Legend drugs included in the Hospital's formulary will be covered with a \$5.00 co-pay for up to thirty (30) day supply. Refills may not be obtained within twenty-five (25) days of the last filling.

The Hospital's formulary is updated regularly as drugs are added or deleted by action of the Hospital's medical staff.

The maximum total cost for prescriptions that may be filled under this benefit is \$500 per person covered with a maximum of \$1,000 per family per calendar year (at Hospital acquisition cost of prescribed items). After the maximum benefit is reached, prescriptions will be filled at cost plus ten per cent (10%).

Legend drugs not included in the Hospital's formulary may be obtained at ten per cent (10%) above cost through the usual pharmacy ordering process provided the amount obtained is equal to or less than the amount specified on the prescription. Medications obtained at cost plus ten per cent (10%) are not limited to a month's supply.

Non-prescription items available in the Pharmacy may be purchased at ten (10) percent over the Hospital's cost.

ARTICLE 20

SICKNESS AND ACCIDENT INSURANCE

The Hospital will provide Sickness and Accident Insurance benefits for eligible Bargaining Unit Employees actively at work. Such benefits will be applicable only to absence due to qualifying illness or injury.

Bargaining Unit Employees classified as full-time or regular part-time employees, who have completed one thousand forty (1,040) regular paid hours of employment are eligible for Sickness and Accident Insurance coverage.

Benefits will be payable beginning on the thirty-first (31st) day following the commencement of absence due to a qualifying illness or injury, even if an employee has CAL or EIB available, and will continue for the duration of the absence, as long as it does not to exceed the maximum period specified below.

The amount of the bi-weekly benefit will correspond to the average gross pay of the employee per pay period in the six (6) complete pay periods immediately preceding the commencement of the qualifying absence, disregarding the pay period containing the highest gross pay and the pay period containing the lowest gross pay. The benefit will be sixty percent (60%) of the average

bi-weekly gross pay to a maximum of \$800 bi-weekly through the 26th week of an absence.

In no event will an employee receive benefits for an absence of more than 26 weeks whether covered by EIB or Sickness and Accident Insurance or a combination thereof.

Sickness and Accident Insurance benefits will be payable only in the event of absence due to an employee's illness or injury which is not compensable under Workers Compensation Law.

Eligibility for benefits and for continuation of benefits, as well as eligibility to return to work following receipt of benefits, will be subject to the requirement of medical verification from a doctor stating that: the employee was treated/hospitalized; was medically unable to work; the employee is able to return to work; and the expected return date. In the event a dispute arises concerning the recommendations of the employee's personal physician and the carrier's physician, then an impartial third opinion will be sought by a physician agreeable to both parties, who has no direct relationship with the insurance company, the Hospital, nor the employee. The opinion of this physician will be binding on both parties.

Details of the Sickness and Accident benefits are available in the Summary Plan Description.

ARTICLE 21

WAGES

Section 1. Classification and Rates. Listed on pages 60-61 are the base rates of pay for the respective work classifications.

Section 2. Past Service Credit. Where an employee has been continuously employed on a full-time basis at GCH, she/he shall receive the applicable rate according to seniority in her/his current position and when transferring to a classification in which she/he meets the prior experience criteria listed in section 3 of this Article. An employee who has not worked on a continuous full-time basis shall receive the appropriate rate according to the number of hours worked, where two thousand eighty (2,080) hours shall equal one (1) year of service, when transferring to a classification in which she/he meets the prior experience criteria listed in section 3 of this Article.

Current GCH employees, transferring to a classification in which they do not meet the prior experience criteria listed in section 3 of this Article, and which is at a higher pay level, but who have been continuously employed on a full-time basis, shall be placed on the pay scale for the position into which they are transferring at the pay rate closest to, but not less than, their then-current pay rate.

Current GCH employees, transferring to a classification in which they do not meet the prior experience criteria listed in section 3 of this Article, and which is at a higher pay level, and who have not worked on a continuous full-time basis, shall be placed on the pay scale for the position into which they are transferring at the pay rate, closest to but not less than, their then-current pay rate. Part-time employees shall receive the appropriate rate according to the number of hours worked where two thousand eighty hours (2,080) equals one (1) year of service.

The effective date for all rate changes shall be the beginning of the first full pay period following the satisfaction of requirements.

Section 3. Prior Experience Credit . All new employees hired into job classifications numbered 1 through 11 on page 60-61 may qualify for experience credit up to the two (2) year rate provided the experience meets the criteria below.

All current employees who are placed in job classifications numbered 1 through 11 on page 60-61 may qualify for prior work experience credit up to the four (4) year rate, at 100% of actual experience, provided the experience meets the criteria below:

1. Such experience was gained as an employee of a private or public sector employer and for which the new employee was paid payroll wages and a W-2 form was generated.
2. The documentation for such experience must be specific and must include work responsibilities as defined in the Hospital Job Description.
3. The obligation to present such documentation falls upon the employee. Any and all such documentation must be presented to the Human Resources Department no later than the completion of the probationary period.

The base period for computing any credit for past experience shall be limited to a period of time dating back the last four (4) calendar years. Hours actually worked shall be the standard for computing credit for past experience where 2,080 hours actually worked shall equal one year. Actual value shall be at the rate of fifty percent (50%) of actual experience. Credit for past experience shall be computed and applied effective the first full pay period following receipt of the prior experience information or completion of the probationary period, whichever shall occur later. Such employee shall then be placed on the rate schedule accordingly.



Section 4. Increases When Wage Scales Change. Employees who are members of the Bargaining Unit on the effective dates of the wage scales set forth on page 60-61 will move to the appropriate classification and year step.

Section 5. The Hospital reserves the right to set the number, if any, of licenses, degrees, state exams and/or certifications for which employees will receive differentials. These differentials include:

- |    |                          |             |
|----|--------------------------|-------------|
| 1) | HVAC/R Technician        | \$2.00/hour |
| 2) | Electrician              | \$2.00/hour |
| 3) | Boiler Operator (200 HP) | \$1.50/hour |
| 4) | Biomedical Technician    | \$2.00/hour |

Employees currently being paid these differentials will continue to receive them provided the hospital continues to determine a need to recognize such license, degree, state exam or certification, and the employees continue to possess such qualification. It is the employee's responsibility to keep the license and/or certification current and provide proof thereof. An employee will not be paid for more than one of the above licenses and/or certifications.

WAGE SCALE

Effective: June 21, 1995

CLASSIFICATION	START	PROBATION	1 YEAR	2 YEAR	3 YEAR	4 YEAR
1. Medical Dialysis Technician	10.50	10.83	10.94	11.48	12.17	13.02
2. Dialysis Equipment Technician	9.40	9.69	10.38	10.90	11.56	12.36
3. Surgical Technician	9.00	9.28	9.94	10.43	11.06	11.83
4. Engineering Worker	8.50	8.76	9.38	9.86	10.44	11.18
5. Dialysis Technician	8.02	8.44	8.95	9.31	9.77	10.36
6. Unit Secretary	6.83	7.18	7.40	7.70	8.09	8.57
7. Dialysis Assistant	6.56	6.90	7.23	7.58	7.95	8.34
8. Unit Assistant	6.56	6.90	7.23	7.58	7.95	8.34
9. Lead Laundry Worker	6.35	6.69	7.10	7.37	7.75	8.21
10. Central Supply Technician	5.84	6.27	6.80	7.15	7.52	7.92
11. OR Orderly	5.84	6.27	6.80	7.15	7.52	7.92
12. Materials Manager Clerk	5.84	6.27	6.77	7.10	7.45	7.81
13. Environmental Services Worker	5.71	6.14	6.66	7.02	7.41	7.81
14. Laundry Worker	5.62	6.04	6.58	6.96	7.37	7.81

Effective: June 20, 1996

CLASSIFICATION	START	PROBATION	1 YEAR	2 YEAR	3 YEAR	4 YEAR
1. Medical Dialysis Technician	10.81	11.14	11.70	12.28	12.89	13.28
2. Dialysis Equipment Technician	9.40	9.69	10.59	11.12	11.79	12.61
3. Surgical Technician	9.00	9.28	10.14	10.64	11.28	12.07
4. Engineering Worker	8.50	8.76	9.57	10.05	10.65	11.40
5. Dialysis Technician	8.02	8.44	9.13	9.50	9.97	10.57
6. Unit Secretary	6.97	7.33	7.55	7.85	8.25	8.74
7. Unit Assistant	6.69	7.03	7.37	7.73	8.11	8.50
8. Dialysis Assistant	6.69	7.03	7.37	7.73	8.11	8.50
9. Lead Laundry Worker	6.35	6.69	7.24	7.52	7.90	8.37
10. Central Supply Technician	5.84	6.27	6.93	7.29	7.67	8.08
11. OR Orderly	5.84	6.27	6.93	7.29	7.67	8.08
12. Materials Manager Clerk	5.84	6.27	6.90	7.24	7.60	7.96
13. Environmental Services Worker	5.71	6.14	6.80	7.17	7.55	7.96
14. Laundry Worker	5.62	6.04	6.71	7.10	7.52	7.96

WAGE SCALE

Effective: June 19, 1997

CLASSIFICATION	START	PROBATION	1 YEAR	2 YEAR	3 YEAR	4 YEAR
1. Medical Dialysis Technician	11.09	11.43	11.97	12.54	13.14	13.76
2. Dialysis Equipment Technician	9.59	9.88	10.80	11.34	12.02	12.86
3. Surgical Technician	9.18	9.47	10.34	10.86	11.51	12.31
4. Engineering Worker	8.67	8.94	9.76	10.26	10.87	11.63
5. Dialysis Technician	8.18	8.61	9.31	9.69	10.17	10.78
6. Unit Secretary	7.11	7.47	7.70	8.01	8.41	8.92
7. Unit Assistant	6.82	7.18	7.52	7.89	8.27	8.67
8. Dialysis Assistant	6.82	7.18	7.52	7.89	8.27	8.67
9. Lead Laundry Worker	6.48	6.82	7.38	7.67	8.06	8.54
10. Central Supply Technician	5.96	6.40	7.07	7.44	7.82	8.24
11. OR Orderly	5.96	6.40	7.07	7.44	7.82	8.24
12. Materials Manager Clerk	5.96	6.40	7.04	7.38	7.75	8.12
13. Environmental Services Worker	5.82	6.26	6.93	7.31	7.70	8.12
14. Laundry Worker	5.73	6.16	6.85	7.24	7.67	8.12

ARTICLE 22

OVERTIME

The Hospital agrees to make a good faith effort to, in so far as practical, equalize the opportunity for full time employees who have signed the "overtime volunteer list" to work overtime hours within each classification and shift. Employees may be requested to sign the "overtime volunteer list" more frequently than every 12 months.

Such good faith efforts will be subject to the needs of the Hospital and the skill level of the employees available to work such overtime hours within each respective classification.

Employees who sign the "Overtime Volunteer List" are expected to work overtime. The Hospital will attempt to reach such employees no more than one time per day.

When it is necessary to have an employee remain on the job because relief is not available, or when there are insufficient volunteers in any other overtime circumstance, the Hospital will assign overtime to qualified employees capable of performing the required work in reverse order of seniority in the affected unit/department and affected job classification. Scheduled employees are expected to remain on the job if assigned overtime except when remaining on the job would create a hardship, as determined by the Hospital.

When the Hospital requires an entire department or classification within a shift to work overtime, said overtime assignment will be mandatory.

Each position is designated as either an 8/80 or 40 hour position. Employees in 8/80 positions will be paid overtime for time worked in excess of eight (8) in a day and eighty (80) in a payperiod. Employees in 40 hour positions will be paid overtime for hours worked in excess of forty (40) in a week.

ARTICLE 23

MISCELLANEOUS PAY

Section 1.      Shift Differential.    The Hospital will establish a starting and quitting time for each regularly bid shift. The Hospital agrees to post, at least five (5) days in advance, any changes in starting time of a regularly bid shift.

Employees will receive an additional fifty cents (.50¢) per hour shift differential for all hours worked between 3:00 p.m. and 6:59 a.m.

Section 2.      On-Call Pay.    When an employee is placed on call, the employee shall receive One Dollar and Twenty Five Cents (\$1.25) per hour for all hours placed on call. If an employee is called, and reports for duty, the employee shall receive one and one-half (1 1/2) time base rate of pay for all hours worked, plus any appropriate shift, weekend, and/or holiday premium. Employees called in to work shall receive a minimum of two (2) hours pay for each call in.

Section 3.      Weekend Differential.    All employees shall receive, in addition to their classification rate, fifty cents (.50¢) per hour for all hours worked from 11:00 P.M., on Friday until 11:00 P.M. on Sunday.

Section 4.      Higher Classification Pay.    Any employee who is assigned by her/his supervisor to perform work in a higher rate classification for four (4) consecutive hours or more shall be paid the rate of the higher classification for time actually worked therein.

Section 5.      Working in a Lower Classification.    Any employee who is assigned by her/his supervisor to perform work in a lower rate classification shall be paid her/his regular rate.

Section 6.      The Hospital continues to have the right to require employees to perform work that may or may not be specifically identified in their job descriptions.

The Hospital may, in its discretion, combine classifications and/or the duties thereof into a single bid position. The pay rate for such position will be that of the highest-paid classification so combined.

ARTICLE 24

RETIREMENT PROGRAM

Section 1.      Defined Contribution. After a Bargaining Unit member has been employed by GCH for two (2) consecutive years, the Hospital will contribute a percentage of the employee's W-2 earnings into the Hospital's defined contribution pension plan on the following schedule:

1995 W-2 Earnings

One & one-half percent  
(1 1/2 %)

1996 W-2 EARNINGS

One & one-half percent  
(1 1/2%)

1997 W-2 EARNINGS

One & one-half percent  
(1 1/2%)

The Hospital will match employee contributions beginning January 1, 1996, up to one-half (1/2%) for contributions made in the preceding calendar year.

Section 2.      Timing of contributions. The Hospital will make the contributions throughout the year as each employee reaches her/his anniversary date.



Section 3.      Employee Contributions. Employees currently employed who have completed one thousand (1,000) hours of paid service may elect to make voluntary payroll deductions into the plan.

Section 4.      Employee TSA Programs. Employees may make contributions to one hospital-endorsed tax sheltered annuity (403b) through payroll deduction. Limitations on the amounts and changes in contributions will be governed by the Internal Revenue Service and TSA contract. The Hospital will make no contributions to employee accounts in these TSA's.

## ARTICLE 25

### MAINTENANCE OF DISCIPLINE

The Hospital will have the right to discharge, suspend or discipline any employee for cause. Cause will include, but not be limited to the following grounds: incompetence; failure to render a service to any patient of the Hospital; abusive or inconsiderate treatment of patients, visitors, volunteers or fellow employees; insubordination; misrepresentation on employment application; stealing; fighting; gambling; possession of weapons; consumption of alcoholic beverage or drunkenness on premises; destruction of said property; absenteeism or tardiness without appropriate notice; disruption of Hospital routine; and conduct detrimental to the best interests of the Hospital, personnel, volunteers and patients.

The term "patients" for the purpose of this Agreement will include those seeking admission, and those seeking care or treatment in the clinics and emergency room as well as those already admitted.

In the event of disciplinary action, suspension, written reprimand, or discharge, an employee may be entitled to have a steward present and the supervisor will afford that opportunity at a time and place where it will not disrupt the operation of the department.

ARTICLE 26

TUITION REIMBURSEMENT

The hospital agrees to reimburse each employee up to five hundred dollars (\$500) per year for career-related classes, certifications or other educational pursuits. Reimbursement is contingent upon the manager's prior written approval and submission of acceptable evidence of successfully completing qualifying education.

ARTICLE 27

MISCELLANEOUS

Section 1.      Bulletin Board.      The Hospital will furnish a bulletin board(s) for use by the Union for posting notices of the following types:

- A.      Notices of Union recreational and social events.
- B.      Notices of Union elections.
- C.      Notices of results of Union elections.
- D.      Notices of Union meetings.
- E.      Posting of position vacancies.

The Union will have the right to the use of the bulletin board(s). In the event a dispute arises concerning the appropriateness of materials posted on the Union bulletin board(s), the President of the Local Union will be advised and the notices or bulletins in question will be removed from the bulletin board(s) until the dispute is resolved.

Section 2.      Wage Payments.

Current bargaining unit members have the option to be paid by electronic direct deposit. All newly hired employees will be paid by electronic direct deposit. Paychecks/stubs will be available on the designated payday which normally is bi-weekly. Thereafter,

paychecks/stubs will be mailed to the employee's most recent address on file. Paychecks/stubs will be given to a person, other than the employee, only upon written direction of the employee.

Section 3.      Rules.      The Hospital reserves the right to promulgate and publish work rules not inconsistent with this Agreement.      The Union shall have the right to grieve the reasonableness of any work rule established by the Hospital upon implementation.

Section 4.      New Jobs.      If the Hospital establishes a new job in the Bargaining Unit, or significantly changes the qualifications of a job so that it does not fit into an existing classification, the Hospital shall establish the rate of such job and notify the Union President of such change in writing. If the Union disagrees with the rate, upon written notice within five (5) days after establishment of the rate, the Hospital agrees to negotiate the rate with the Union.

Section 5.      Gender.      Reference to the masculine gender may refer to the feminine gender, or vice versa.

Section 6.      Captions.      The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 7.      Special Meetings. It is mutually agreed that for the term of this Agreement, special conferences may be called to discuss problems (other than grievances) which may arise.

ARTICLE 28

NO STRIKE - NO LOCKOUT

The Union, on behalf of itself and the employees covered, hereby agrees that there will be no slow-down, or concerted stoppage of work, picketing or other interference with the operations of the Hospital during the period of this Agreement.

Should a strike, slow-down, picketing, concerted stoppage of work or interference with operations of the Hospital occur, not called or sanctioned directly or indirectly, by the Union, the Union upon request of the Hospital shall:

- (i) Publicly disavow such action by the employees within twenty-four (24) hours of the Hospital's request.
- (ii) Advise the Hospital in writing that such action by employees had not been called or sanctioned by the Union.
- (iii) Post notices at Union bulletin boards advising that it disapproves such action, and instructing employees to return to work immediately.

The Hospital shall have the right to discharge for cause, with loss of all rights and benefits, any or all employees who violate any of the provisions of this section without recourse to the grievance

procedure, except as to the single question of fact of whether the discharged employee engaged in activity prohibited by this section.

The Hospital agrees that it will not lock out employees during the period of this Agreement or any extension thereof.



ARTICLE 29

RESERVED RIGHTS

The Hospital reserves the sole right to determine any and all conditions for employment and continued employment where not expressly prohibited by this Agreement. This right includes, but is not limited to, medical examinations, aptitude and qualification tests, fingerprints, interviews and reviews, or other requirements established by Hospital Administration.

ARTICLE 30

WAIVER CLAUSE

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.


The parties hereto mutually agree not to seek during the term of this Agreement to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other condition of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

ARTICLE 31

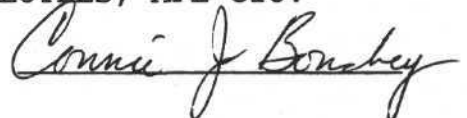
DURATION

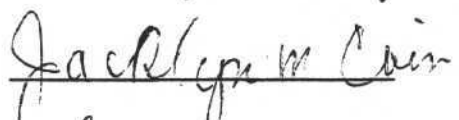
Termination. This Agreement shall continue in full force and effect from June 21, 1995 to 11:00 P.M., on June 20, 1998. If either party wishes to terminate, modify or change this Agreement, it will, at least ninety (90) days prior to June 20, 1998, give written notice of such intention. If neither party gives notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in effect after June 20, 1998, subject to termination or modification thereafter by either party upon ninety (90) days written notice.


GRATIOT COMMUNITY HOSPITAL

  
\_\_\_\_\_  
Bob Baker  
President

LOCAL 1511, MICHIGAN  
COUNCIL #25, AMERICAN  
FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO.

By   
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By   
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By   
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