

6/30/83

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Agreement

BETWEEN

ALPENA GENERAL HOSPITAL

Alpena, Michigan

and the

INTERNATIONAL UNION
UNITED STEELWORKERS OF AMERICA

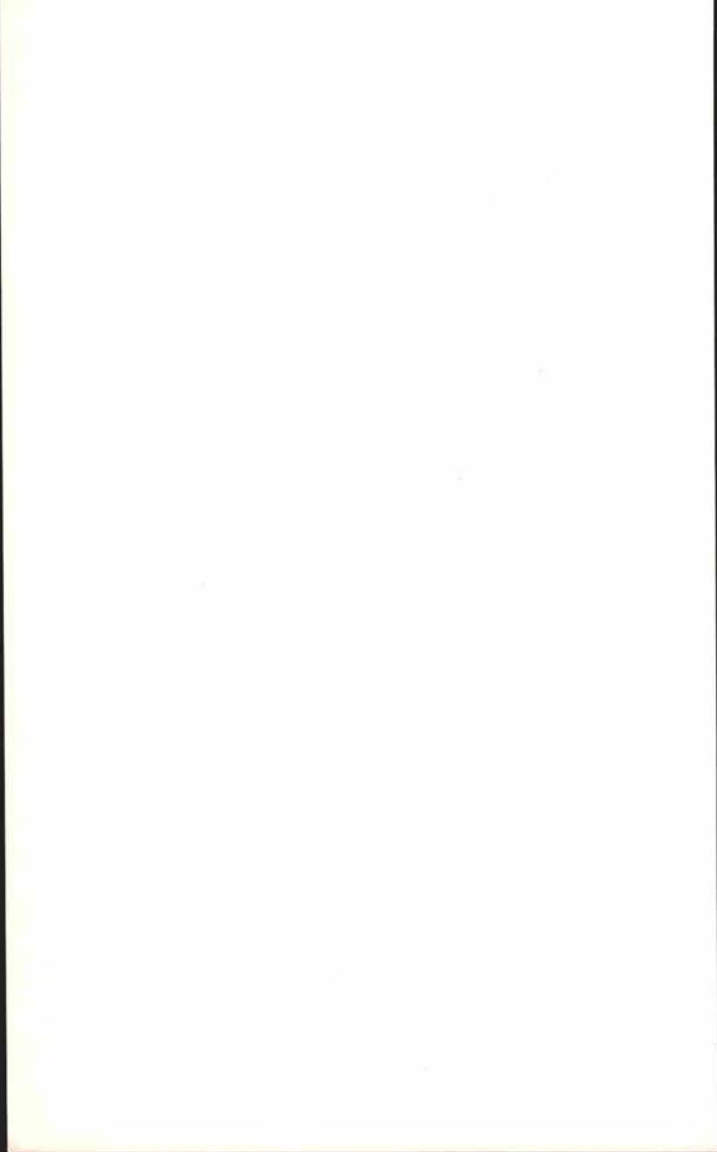
AFL-CIO

LOCAL 204

July 1, 1981 to June 30, 1983

Alpena General Hospital

*Alpena General Hospital
501 Chesapeake St. 29
Alpena, Mich 49707*



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THIS AGREEMENT made and entered into this 1st day of July, 1980 by and between Alpena General Hospital, Alpena, Michigan, a non-profit Michigan Corporation, which is hereinafter referred to as the Hospital and the International Union, United Steelworkers of America, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I

Recognition, Agency Shop & Checkoff

A. RECOGNITION

The Hospital recognizes the Union as the sole and exclusive bargaining representative for all of the employees in the classifications **and departments listed in Schedule "A"** but excluding Registered Nurses, employees in Local 206A and all employees in supervisory positions.

In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.

B. AGENCY SHOP

1. All employees employed in the Bargaining Unit, or who become employees in the Bargaining Unit, who are not already members of the Union, shall, within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire by the Hospital, whichever is later, become members, or in the alternative, shall within thirty (30) days of the effective date of this provision or within thirty (30) days of their date of hire by the Hospital, whichever is later, as a condition of employ-

ment, pay to the Union the records maintenance fees and each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Hospital who are members.

2. The Hospital, upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition, shall immediately dismiss said employee.

3. An employee who shall tender or authorize the deduction of initiation fees and membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this article so long as the employee is not more than thirty (30) days in arrears in payment of such dues (or fees).

4. The Hospital shall be notified, in writing by the Union of any employee who is thirty (30) days in arrears in payment of the initiation fee and/or membership dues (or fees).

5. Should this agency shop security clause be ruled invalid because of legislation enacted by the State of Michigan, the Hospital agrees to renegotiate to provide the maximum security allowance under such legislation.

C. CHECKOFF

1. The Hospital will checkoff monthly dues, service fees, assessments, initiation fees and records maintenance fees, each as designated by the International Treasurer of the Union, as membership dues (service fees) in the Union, for every employee who has agreed to it in writing. Such designation also includes the procedures to be followed.

2. The above deduction shall be from the first pay of each month for the preceding month and shall be remitted to the International Treasurer of the Union.

3. The Union shall refund to the employee Union dues, fees and assessments erroneously deducted by the Hospital and paid to the Union.

4. **The Hospital shall keep and update a listing of all new employees and students and give such listing to the Chairperson of the Grievance Committee during the first full week and the third week of each month.**

ARTICLE II Management Rights & Volunteer Organizations

A. MANAGEMENT RIGHTS

The Management of this Hospital and the direction of the working forces, including the right to plan, direct and control Hospital operations, to hire, suspend or discharge for cause, or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, and the right to introduce new or improved working methods or facilities, are vested exclusively in the Hospital, provided that, in the exercise of these prerogatives, the Hospital shall not violate the provisions of this Agreement.

B. VOLUNTEER ORGANIZATIONS

It is recognized that several volunteer organizations and workers perform services in the Hospital that are a valuable contribution to the welfare of the patients and to the operation of the Hospital, and that in no way interfere or conflict with the duties and rights of the employees. The Hospital shall continue to have the rights to avail itself of all services of this nature. Neither the Union nor its members shall

interfere in any way with the activities or duties of any such volunteer organization members, nor will the Union attempt to organize such volunteer workers except that the Union may question the Hospital's use of any such organization that is suspected of not being a bonafide volunteer organization, or that it believes it to the detriment of its members job security. If any conflict does develop, this shall be a matter of discussion between the Hospital Administrator and the International Representative of the Union in an effort to resolve the issue; and subject to the grievance procedure.

ARTICLE III **Seniority**

A. DEFINITION

Seniority is defined as the length of an employee's continuous employment by the Hospital, figured from the most recent date of hiring. The Hospital shall follow a preference as to layoff, rehiring, promotion and choice of vacation period based upon seniority and the other principles and considerations set forth below.

B. PROBATIONARY PERIOD

1. The seniority of a new employee shall be established after thirty (30) **working** days of **accumulated** employment and shall begin **thirty (30) calendar days prior to that date.**

Notwithstanding the above, or anything else in this Agreement to the contrary any new employee who is hired to fill a temporary vacancy and who completes their 30 days of employment shall not be able to exercise their seniority for a permanent vacancy until after Section E (8) has been complied with.

2. All employees shall be considered on a probationary or trial basis for the first sixty (60) days of their employment, and no controversy concerning their tenure of employment shall be deemed a grievance hereunder, provided however, that probationary employees shall be subject to all terms of this Agreement not inconsistent with this clause.

3. New Hires that are filling temporary vacancies and who acquire seniority under this Paragraph shall not have the right to exercise that seniority to bump on other temporary vacancies, but shall be subject to layoffs. Employees shall be notified by the Hospital when permanent vacancies occur and shall be awarded the vacancy in accordance with their seniority and ability. Failure to accept such a vacancy shall terminate all seniority.

C. HOSPITAL SENIORITY

1. The employee's Hospital seniority shall accumulate continuously from the date of most recent employment until terminated by any of the circumstances enumerated in sub paragraph 3 below. When two or more people are hired and report for work on the same day, their seniority shall be determined by drawing lots in the presence of the Hospital's representative and a Union officer. A record will be made of this procedure and signed by all parties present, with a copy sent to the Union.

2. When two or more employees enter a department on the same day or on the same job bid, their department seniority shall be determined by their Hospital seniority.

3. All seniority shall terminate when:
- a. an employee is discharged for just cause

- b. an employee quits
- c. an employee fails to report for work after a layoff, when properly notified in accordance with Article III, Section F (5)
- d. an employee is laid off for a period of more than two (2) years; except that if an employee has more than two (2) years seniority when they are laid off or start a period of absence, they will not lose their seniority until they have been laid off or absent for a period equal to the amount of seniority they had at the time they were laid off or started their period of absence, subject however to the provisions of Article III.
- e. an employee fails to report for work after a leave of absence or within the time limits of their leave of absence in accordance with Article XIII.**
- f. a laid off temporary employee fails to accept a job which they have the ability to perform.**

4. Any person whose seniority has been terminated as provided in paragraph 3-C and who later is re-employed shall be considered in every respect as a new employee and a new seniority date shall be established based on the date of rehiring.

D. DEPARTMENT SENIORITY

1. Departmental seniority is defined as the length of an employee's continuous employment within one of the departments of the Hospital listed below. Separate departmental seniority lists shall be maintained for the following groups of employees:

- a. Business Office
- b. Dietary
- c. Housekeeping
- d. Laundry

- e. Plant Operation & Maintenance
- f. Purchasing
- g. Medical Records
- h. X-Ray
- i. Laboratory
- j. Physical Therapy
- k. Pharmacy
- l. **Respiratory Therapy**

2. An employee's departmental seniority shall accumulate continuously from the date they are first employed in such department until terminated by any circumstances enumerated in sub paragraph 3 below.

3. Departmental seniority shall be terminated when:

- a. the employee's seniority is terminated under Paragraph C, sub paragraph 3.
- b. an employee is transferred to another department at their own request; provided that their original departmental seniority shall be maintained for not over thirty (30) working days to permit a trial period in their new department. This provision is applicable to all permanent transfers herein.
- c. **when an employee fails to report for work after a leave of absence or within the time limits of their leave of absence in accordance with Article XIII.**

4. When an employee's departmental seniority has been terminated, and they are later employed in the same department, a new department seniority date shall be established for them based on the date of their reassignment in such department.

E. PROMOTIONS AND DEMOTIONS

1. An employee shall have shift preference by departmental seniority whenever a permanent vacancy occurs within the classification.

2. When a job vacancy occurs, a notice will be posted **within five (5) days thereafter** and will be posted for three (3) days within the Department. The notice shall describe the job, designate the shift, area and rate of pay and advise that applications will be accepted from employees within the Department.

After the three (3) day period, **the Hospital agrees that there shall be no undue delay in the assignment** and the vacancy **shall be filled** as soon as possible, **but in any event within fifteen (15) days**, subject to the applicable provisions of this Article.

When a vacancy cannot be filled by applicants within a department for any reason, then the Hospital will post a notice on the bulletin board in the area of the time clock for three (3) working days, describing the job and rate and advising that applications will be accepted from employees within the Bargaining Unit. As soon as possible, **but in any event within fifteen (15) days**, after the expiration of the three (3) day period, the vacancy will be assigned, subject to the other provisions of this Article, except that Hospital rather than departmental seniority will apply with respect to paragraph 2. The **Chairperson** of the Union Grievance Committee shall receive a copy of all job postings at the time such job is posted **and also a copy of the signed postings within three (3) days after the postings are taken down and the name of the successful applicant shall be circled.**

If, in order to save time, a posting appears on both departmental and Hospital boards at the same time, it is understood the departmental posting is to be considered first in the selection of an applicant.

3. When a job vacancy exists, assignments to higher paid or more desirable jobs shall be based primarily on ability to perform the requirements of the job with the senior employee being given preference.

4. The following classifications have designated areas which are posted and filled separately. Whenever there is a permanent vacancy in one of these areas the employees within the classification shall be first given preference by their departmental seniority and after such moves within the classification are completed the final opening shall be posted and filled in accordance with the posting procedures provided elsewhere in this Agreement.

1. Maids (Housekeeping)
2. Kitchen Assistants (Dietary)
3. Billing Clerks (Business Office)

Designated areas are listed in Exhibit D.

5. Any employee assigned to a new or else a different job shall have a breaking-in period of thirty (30) working days. During this time, if the employee is not retained in the new job or decides not to accept the assignment, they shall be reinstated in their former job.

6. Employees returning from vacation shall have three (3) work days from the date of their return to work to make application for jobs posted during their vacation absence. Such job listings shall be available in the employee's departments and applications may be made through their Departmental Supervisors.

7. There will be a separate seniority list for regular part-time employees but Staff employees shall have preference in all matters affected by seniority. If vacancies cannot be filled by the Staff employees

within that department, then they shall be offered to the regular part-time employees of that department before they are posted on a Hospital wide basis.

8. Whenever a permanent vacancy in Local 206A cannot be filled by members of the Bargaining Unit of Local 206A it shall separately and specifically be posted on the Bulletin Board of Local 204 and preference shall be given to the senior employee who has the ability to perform the requirements of the job.

Whenever a permanent vacancy in Local 204 cannot be filled by the members of the Bargaining Unit of Local 204, it shall separately and specifically be posted on the Bulletin Board of Local 206A and preference shall be given to the senior employee who has the ability to perform the requirements of the job.

The employee transferring to fill the vacancy shall be entitled to a **thirty (30) working** day trial period during which time the employee may elect to transfer back or the employer may elect to transfer the employee back to the Bargaining Unit of Local 204 or the Bargaining Unit of 206A as the case may be without loss of seniority or benefits. Other employees affected shall be transferred back to their original positions.

For the purposes of vacation, longevity and retirement benefits, an employee's seniority shall be computed as of the original Hospital seniority date and shall not be affected by paragraph D-3 above. Only those specific benefits listed in this sub paragraph shall be carried over if an employee transfers in accordance with the above.

F. LAYOFF AND REHIRING

1. When a reduction in the working force is necessary, employees shall be laid off in accordance with

departmental seniority; that is, the employee with the least departmental seniority shall be laid off first, etc. In the selection of employees for layoff, the Hospital shall be obligated to retain those employees with the greatest seniority, provided such employees have the ability and are physically able to perform the duties of the job which is open. Staff employees shall have preference on layoff or rehiring over regular part-time.

2. Whenever any employee is to be laid off, the Hospital shall notify the employee and meet with the Grievance and Negotiation Committee at least 24 hours in advance of such layoff. If there is to be a layoff involving more than five (5) employees, the International Representative shall be invited to attend the meeting with 48 hours notification provided by the Hospital.

3. Laid off employees shall be rehired in accordance with departmental seniority; that is, the employee with the greatest seniority shall be rehired first, etc., provided that the employee rehired must have the ability and be physically able to perform the duties of the job that is open.

4. When a reduction in force is necessary within a given department or employees are already on layoff, preference shall be given to those employees for employment in other departments where vacancies exist, provided they have the ability to perform the work, and when this occurs such employees shall have their seniority maintained in their original department unless they fail to return when called back to said department.

5. When rehiring laid off employees, the Hospital will notify them by registered mail at their last known address. If such employees do not notify the

Hospital within ten (10) days from the mailing date of such notice that they will report for work on the date specified, or give satisfactory reasons for delay beyond such time, they shall be considered as having quit, and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the Hospital may call in the next employee in line and they shall be given a minimum of five (5) days work, after which the proper person could come in to work.

6. Notwithstanding any of the seniority rules contained herein, the Local Union President and Chairman of the Grievance Committee shall, during their terms of office, be placed at the head of their department seniority list, provided however that this preferential seniority shall be only for the purpose of determining layoffs and rehiring. Departmental stewards shall also have preferential seniority within their department for this purpose providing they have the ability to perform the necessary work. This preferential seniority will be secondary to the President and Chairman of the Grievance Committee. The Chairman of the Grievance Committee shall be placed on the day shift if the needs of the department will permit.

7. An employee whose job is abolished shall have the right to exercise their seniority and bump either laterally or to a lesser paid job within their department, provided they have the ability and are physically able to perform the duties of the job which they are seeking.

G. SENIORITY LISTS

1. The Hospital will furnish a current list of employees (Staff and Regular part-time) which shall include the employee's name, Hospital, staff and de-

partmental seniority dates, classification and classification rate of pay. Departmental seniority lists will be posted in each department and revised semi-annually. Hospital seniority lists will be revised every six (6) months. Copies of both lists will be given to the International Representative, President of Local Union 204 and Chairman of the Grievance Committee. The Union shall have the right to protest the accuracy of such lists within 30 days from the date of this Agreement or from any future revision.

2. Any employee appointed to a Supervisory position, or any other position not subject to this Agreement, and who is demoted from such employment within ninety (90) calendar days shall be reinstated to the Bargaining Unit with their original seniority date, and be reinstated in their original job if their seniority entitles them to do so. If not, their job shall be determined by mutual written agreement between the parties hereto. After ninety (90) calendar days, their return to the Bargaining Unit shall be subject to Union agreement.

H. TEMPORARY VACANCIES AND TRANSFERS

1. A job will be considered vacant when the employee holding the job has quit, is discharged, demoted, promoted, transferred or when it is a newly created job. All other vacancies shall be considered temporary.

2. If, in the opinion of either the Hospital or the Union, a temporary job which has been temporarily filled should no longer be considered a temporary vacancy, it will be advertised and filled as per paragraph E.

3. Temporary vacancies within a classification or department that exist for thirty (30) days or more shall be posted in accordance with E (2) and filled first by employees in order of their department seniority within the classification, and thereafter to other employees in the department in order of departmental seniority who have the desire and ability to perform the duties of the job. All temporary vacancies shall be filled that have been historically filled as per Exhibit C. Temporary vacancies of thirty (30) days or less shall be filled first by the use of float employees, then part-time employees, then by overtime.

4. Employees shall not be allowed to fill temporary vacancies in other departments except in cases of emergency and with mutual consent of the Hospital and the Union, unless the temporary vacancy is expected to exist or in fact does exist, for sixty (60) days or more. It shall then be posted and filled in accordance with E (2) of this Article. The time of posting shall coincide with the expectations. If the temporary vacancy is to be eliminated within a short time after sixty (60) days the question of posting shall be discussed with the Union and if agreeable with the Union, the vacancy shall not be posted.

5. Employees who are awarded temporary vacancies in their own Department or in another Department in accordance with 3 and 4 above, shall not have the right to sign another temporary vacancy until the employee has completed their assignment in such temporary vacancy.

6. Employees temporarily assigned or transferred to a lower paid job shall receive their regular rate of pay.

7. Employees temporarily assigned or transferred to a higher paid job shall receive the rate of the higher paid job for the hours of work on the higher paid job.

8. Such assignments and/or transfers shall not be made to deprive other employees of overtime pay.

9. Management cannot unilaterally transfer employees during their shift from one department to another without mutual consent of the parties hereto.

ARTICLE IV Representation & Grievances

A. For the purposes of representation in negotiations and in the grievance procedure, the Hospital recognizes the Union Grievance and Negotiation Committee of five (5) members and one Steward for each of the following departments:

1. Business Office
2. X-Ray
3. Medical Records
4. Pharmacy - Purchasing - Physical Therapy
5. Housekeeping
6. Laundry
7. Plant Operation and Maintenance
8. Dietary
9. Laboratory
10. **Respiratory Therapy**

Additional stewards may be assigned by the Union where needed and within reason.

B. 1. The Grievance and Negotiation Committee and Stewards shall be compensated for all working time lost and all unscheduled time spent in adjusting grievances or in contract negotiations.

2. Compensation for unscheduled time shall be at the straight time hourly rate and shall not count toward the calculation of any penalty or premium pay section of this Agreement excluding weekly overtime. Any employee who is receiving Sickness and Accident benefits or Worker's Compensation benefits for the day of the meeting or who is absent due to disciplinary layoff shall not receive any compensation under this paragraph.

Scheduled and/or unscheduled time as referred to above shall be limited to a total of eight (8) hours per day toward the computation of the weekly overtime.

C. The Union will notify the Hospital in writing the names of all Union Officers and Aides and the Hospital will only recognize those persons named upon the latest list so furnished. No employee may serve as Steward in any of the above departments until they have in their probationary period of 60 days.

D. In case of a Leave of Absence for any reason by the Chairman of the Grievance Committee, the Hospital shall recognize an alternate either elected or appointed by the Union and so certified in writing.

GRIEVANCE PROCEDURE

A. A grievance is defined as any controversy between the parties hereto; or between the Hospital and any employee covered by this Agreement, which relates to:

1. Working conditions at the Hospital applicable to this Bargaining Unit, not specifically covered by the Agreement, or
2. Interpretation or violation of any provision of this Agreement.

3. To promote maximum harmony of relationship, it is essential that sources of grievances be detected promptly. Therefore, to insure promptness, it is agreed that to be recognized, a grievance must be filed within 45 days following the occurrence of the condition leading to the grievance.

B. The following procedure is to be observed in the settlement of grievances:

1. Any employee having a complaint or grievance shall take the matter up with the Department Head, their Steward being present or absent. If the Steward was not present and the matter is still unresolved, then another meeting between the employee and the Department Head with the Steward shall take place to try to effect settlement. The Chairman of the Grievance Committee may substitute for Departmental Stewards in case of absence only.

2. If Step #1 does not effect a settlement, then within four (4) working days from the meeting between the Steward and the Department Head, the grievance shall be reduced to writing by the Department Steward or Chairman of the Grievance Committee. They, together with the Department Head shall meet within five (5) working days after submission of the written grievance and try to resolve the matter. Within five (5) working days of this meeting, the Department Head shall give a written answer on all copies of the grievance.

3. If Step #2 does not effect a settlement then within seven (7) days from receipt of the written answer provided above, the grievance shall be referred to the Director of Personnel who shall meet with the Grievance Committee at the Hospital within seven (7) days after the referral to try to resolve the matter. As soon as possible, but within the seven (7)

days after conclusion of this meeting, the Director of Personnel shall submit the Union a written statement of the Hospital's decision or position with respect to such grievance. Failure to do so shall constitute acceptance of the Union's position. Such answer shall give an explanation of the Hospital's position. The foregoing, however, shall not limit either the Hospital or the Union from making any claims whatever in any arbitration hearing in support of or in opposition to a particular arbitrated grievance(s). Failure to give such an explanation shall constitute acceptance of the Union's position and the grievance shall be so resolved.

4. If Step #3 does not effect a settlement, the grievance shall be referred to the Assistant Administrator and/or the Administrator and a representative of the International Union and it shall be their responsibility to communicate with each other in setting up a meeting. They, together with the Grievance Committee and Personnel Director shall meet at the Hospital within fourteen (14) days after receipt of the written answer given at Step #3 and try to resolve the matter. As soon as possible, but within fourteen (14) days after conclusion of this meeting, the Assistant Administrator or Administrator shall submit to the International Representative a written statement of the Hospital's decision or position with respect to such grievances with copies to all members of the Grievance and Negotiating Committee. Failure to do so shall constitute acceptance of the Union's position.

5. In the event the matter is not resolved in Step #4 and within fourteen (14) days from receipt of the written answer of completion of Step #4 the grieving party with the consent of the other party may submit

the matter to the Michigan Employment Relations Commission requesting the assistance of a mediator.

6. If Step #4 and/or the Michigan Employment Relations Commission Step, whichever the case may be, does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to arbitration; provided that said party shall give written notice to the other party of its intention within forty (40) days after receiving the written statement provided for at the conclusion of Step #4 or within forty (40) days after the meeting provided for in the MERC step, whichever the case may be. If the party which initiated the grievance(s) does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn. If the right of arbitration is exercised, both parties shall promptly take the necessary steps for selection of an arbitrator, in accordance with rules and regulations of the American Arbitration Association. The party that initiated the grievance or grievances may, with mutual consent of the parties, elect to submit them to the Expedited Labor Arbitration Tribunal instead of the regular method as outlined above. If this is done, all other provisions shall still be applicable to the parties hereto.

7. Time limits shall only be extended in all steps of the grievance procedure by written mutual agreement. Failure to do so shall constitute acceptance of the other party's position and the grievance shall be so resolved.

8. The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance before him, but he

shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement.

9. The cost of such arbitration shall be borne equally by the Hospital and the Union and the decision of the arbitrator shall be final and binding on both parties.

C. In all steps of the grievance procedure described above, either the Hospital or the Union shall have the right to specify that the aggrieved employee or their Department Head, or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the Hospital and the Union.

D. If either party, as such files a grievance it shall be introduced in the Third Step of the Grievance Procedure.

E. No monetary claim by an employee covered by this Agreement or by the Union against the Hospital shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the Union, as the case may be, to know that the employee or the Union has grounds for such claim prior to that date; in which case, the claim shall be limited retroactively to a period of forty-five (45) days prior to the date the claim was first filed in writing.

F. Whenever a committeeman or a steward finds it necessary to leave their regular work or department for the purpose of attending Union meetings of any type, or to investigate any grievance, or to execute any phase of the grievance procedure, they shall notify their Department Head, but shall not leave until a substitute worker is provided in their place if necessary. The Department Head shall act immediately to secure such substitute worker.

G. Permission shall be granted to the International Representative of the Union to enter the Hospital and visit any department at any time provided he observes the code of propriety.

ARTICLE V **Strikes & Violations**

A. Adequate procedure having been provided for the equitable settlement of any grievance arising under this Agreement, the parties hereto agree that there shall be no suspension of work through strikes, slowdowns, lockouts or otherwise during the life of this Agreement.

B. The Hospital shall have the right to discharge or discipline any employee participating in any strike, slowdown or other suspension of work; and the Union agrees not to oppose such action. However, it is understood that the Union shall have recourse to the grievance procedure as to matters of fact in the alleged action of such employee.

C. In the case of any strike, slowdown or other suspension of work not authorized by the International Union, the Local Union, or any of their Officers, the Hospital agrees that neither the International Union, the Local Union, nor their Officers shall be liable for damages, provided that the Union shall promptly and in good faith use every reasonable means at its disposal to bring about a resumption of normal operations.

D. Notwithstanding any of the above three paragraphs of this Article to the contrary, it shall not be considered a breach of this Article and Agreement for any employee or Union member covered hereunder to refuse to cross a picket line or work behind a picket line which has been established as the result of a

dispute between the Hospital and any bonafide Labor Union, or other locals affiliated with this International Union.

ARTICLE VI Hours & Overtime

A. The normal workweek shall begin with the first shift starting Sunday A.M. and ending with the last shift starting Saturday P.M., except where otherwise stated. Should conditions arise whereby the work-sheet must be cut to less than forty (40) hours or a reduction of force, the matter shall be a subject of negotiations between the Union and the Hospital at a meeting prior to any change. Both staff and part-time employees shall be regularly scheduled for not less than seven (7) days and those on rotating shifts for the period of their rotation. All regularly scheduled days shall be filled in on all schedules. Any change thereafter shall be by mutual written consent of the parties hereto. New schedules shall be subject to the Grievance Procedure as to their reasonableness to the employees involved. Employees schedules shall be posted on Departmental Bulletin Boards seven (7) days prior to the start of their schedule. The regularly scheduled work days as to a full time employee shall not be less than eight (8) consecutive hours.

1. There shall be two (2) fifteen (15) minute coffee breaks each day for all employees. The Hospital shall furnish the coffee.

2. Notwithstanding the above, there shall be three (3) fifteen (15) minute coffee breaks for all employees in the Laundry Department from May 15 through September 30.

3. There shall be a paid thirty (30) minute lunch period, however, employees are subject to call as per

past practice. Any employee at work and called away from lunch for work duties shall receive a replacement lunch of equal value and adequate time to consume it.

B. 1. For the purpose of computing overtime, eight (8) hours shall constitute a days work. All time worked over eight (8) hours in any twenty-four (24) hour period, and all time worked over forty (40) hours in any one workweek shall be paid at the rate of time and one-half; provided that overtime rates shall not be paid when more than eight (8) hours in twenty-four (24) are worked as a result of employees trading shifts for their own convenience except that whenever overtime is already scheduled the employee working the overtime shall be paid the overtime.

- a. Hours worked on a day scheduled off count for the over eight (8) in twenty-four (24) hours clause and also the over forty (40) hours per week clause.
- b. Hours worked on the 6th day in the workweek which are over eight (8) in a twenty-four (24) hour period and over forty (40) in the workweek shall only be paid at time and one-half.
- c. Hours worked over eight (8) in a twenty-four (24) hour period on a day scheduled work do not count in computing weekly overtime.
- d. Scheduled days lost because of paid vacation days, personal leave days, funeral leave days, and short term Union leaves shall be counted as days work (8 hours) in computing daily and weekly overtime.

B. 2. All employees who work on Saturday shall receive a premium of 75¢ per hour worked (**\$1.00 per hour worked effective 7/1/81**). For purposes of this

paragraph Saturday is defined as the 24 hour period beginning 11 p.m. on Friday evening. All employees who work on Sunday shall receive a premium of \$1.00 per hour worked. For the purpose of this paragraph, Sunday is defined as the 24 hour period beginning at 11 p.m. on Saturday evening.

C. Definition of employees for purposes of this Agreement:

1. Staff Employees: Employees holding staff positions and scheduled to work forty (40) hours per week.

2. Staff Swing: Employees who are regularly scheduled on a forty (40) hour per week basis to fill off days for staff employees in one or more classifications. Swing employees shall receive the rate of the highest job worked on plus 5¢.

3. Staff Float Employees: Employees who shall be scheduled no less than 24 hours per week and who shall be used primarily to cover temporary vacancies within a classification and also temporary vacancies between two or more classifications. They shall receive the rate of the classification they work in plus 10¢. **Staff floats shall be given preference for any additional available hours up to forty (40) in the workweek, ahead of any "Student Employees" as defined in Article XVI, Para. I.**

4. Part-time Employees: Employees who are scheduled to work not less than 16 hours per week, but shall not exceed 24 hours per week.

The number of part-time employees shall not exceed a maximum total of fifteen (15) unless by mutual consent of the parties hereto.

5. Staff Swing and Staff Float are considered Staff Employees as such and shall be entitled to all the

benefits of this Agreement unless expressly provided otherwise. Part-time employees shall be entitled to all benefits of this Agreement except such limitations as are placed on them. **It is recognized that Floats, Swings and part-time should be kept at a minimum and therefore the creation of these job categories and/or the number of employees in these categories** shall be subject to prior review with the Union Committee **as to their necessity** and any dispute arising therefrom shall be subject to the Grievance Procedure.

6. The Hospital shall not reduce hours of work for anyone solely to prevent people from gaining staff status. Any part-time employee, if qualified, who refuses full time staff within their department which would upgrade or maintain their classification, shall have a new department seniority date, provided, however, the Department Head will approach in order of seniority part-time employees in the department. If they refuse the position, they will be required to sign a refusal slip and their departmental seniority date will be changed to the date of refusal.

D. Stand-by and Call-in pay for Laboratory and X-Ray Employees.

1. Laboratory employees shall only be on standby Friday, Saturday, and Holiday nights (**11-7 shift**).

Laboratory employees on standby shall receive **Fifteen (\$15.00) Dollars** standby pay in addition to call-in pay.

2. a. X-Ray employees on stand-by for all days except holidays and period from 8 a.m. Sunday to beginning of workday Monday a.m. as set forth below, shall be paid **\$15.00** stand-by pay in addition to call-in pay.

- b. There shall be two call periods on Sunday in the X-Ray Department; the first being from 8 a.m. Sunday until 8 p.m. Sunday; and the second being from 8 p.m. Sunday night until the beginning of the workday on Monday a.m. Each employee on call during these periods shall be paid **\$15.00** stand-by pay in addition to call pay as per paragraph c below.
 - c. The parties hereto agree to meet every six (6) months from July 1, 1977 for the purpose of reviewing the status of call-in for the Laboratory and X-Ray Departments. Statistics shall be compiled and used in the review with the objective of determining if full shifts should be established. The meeting shall be initiated and mutually arranged by the Personnel Director and President of Local Union 204.
3. Except as otherwise provided, Laboratory and X-Ray employees called out while on stand-by shall be paid for the hours worked or a minimum of two hours, whichever is greater, at the rate of pay computed according to the provisions of paragraph B. Article VI. Lab and X-Ray employees on a call out who have additional cases on which work has been ordered will not be paid additional callouts unless they have punched out and left the Hospital before the arrival of the new patients.
 4. Laboratory and X-Ray employees on call out will not be assigned unrelated routine work in order to have them fill in the two (2) hour call out.
- E. 1. Any employee ordered and reporting for work at any time shall receive a minimum of four (4) hours pay. Employees will not be deliberately assigned to do unrelated work, or work which could be done during regular working hours in order to try

to have them fill in the four (4) hour call out, except that persons called out to fill a vacancy will complete the shift in which the vacancy occurred.

2. Employees reporting for work in their regular shifts without having been properly notified that there will be no work shall receive a minimum of four (4) hours pay at their regular rate. This does not apply to employees trading shifts for their own convenience.

3. Any time an employee is asked to come in prior to the beginning of their regular shift, and working into their regular shift, they shall receive a minimum of two (2) hours pay in addition to the hours actually worked except;

- a. employees reporting on earlier shifts to cover vacations or leaves of absence will only receive the two (2) hours pay on the first day of such vacancies.
- b. employees working eight (8) hours or more prior to their shift shall not qualify under this provision.

4. Any time the Surgery Maid is ordered on stand-by or is called out Monday through Friday, such employee shall receive \$5.00 per shift stand-by pay. Saturdays, Sundays and Holidays shall be \$10.00 per night. The Surgery Maid shall have preference for this purpose, and as in sub-paragraph 1, no unrelated work shall be assigned. If unavailable, the next most qualified senior employee desiring the hours will have preference.

5. Employees work schedules shall not be changed for the period covered by the schedule for the purpose of avoiding overtime.

6. Employees reporting late for work will be docked at the rate of 1/10th of the regular hourly rate for each six (6) minutes late.

7. Any employee called **one (1) hour** prior to the shift starting time for the purpose of filling a temporary shift vacancy and who arrives within one (1) hour of the shift starting time shall receive no less than eight (8) hours pay.

Any employee called after the shift starting time for the purpose of filling or completing a temporary shift vacancy and who reports within two (2) hours of the shift starting time shall receive no less than (8) hours pay.

F. DISTRIBUTION OF OVERTIME

1. Available hours of work resulting from temporary vacancies will be filled on a straight time basis through the use of Float employees or part-time employees. Overtime shall be distributed among the employees in the department in the same job classification on as equitable a basis as possible. If the employee is not available in the job classification where overtime work is necessary, then the overtime shall be distributed among the staff swing who work in the classification. If a position is still unfilled, it shall be offered to all other staff employees outside the classification but within the department. Whenever practical the person with the least amount of overtime hours shall be asked first.

2. A chart shall be maintained and kept posted in each department, revised at the end of each pay period, the Department Head shall also maintain an up-to-date continuous daily chart to prevent mistakes in offering and charting of overtime, showing overtime hours worked and also the total unsched-

uled overtime hours available to each employee, but not worked through no fault of the Hospital. The overtime chart as of 4 p.m. Friday governs all overtime for the weekend up to the first shift on Monday. Overtime hours paid shall be converted to straight time hours for charting purposes. Employees shall not be charged more than a maximum of twelve (12) hours (red hours) per day.

3. a. Where overtime is available and two (2) or more employees are equal in overtime, then the employee with the most departmental seniority shall be the first offered such overtime.

b. If overtime is necessary and no one desires the overtime and two employees within the classification are equal, then the employee who has the most red overtime shall be required to work the overtime first. In those classifications where it is impossible to mandatory within the classification, it is understood that swing employees who work in the classification, if available, would be first in line followed by all other employees. Until red overtime is established after July 1 of each year, the previous yearly red overtime chart shall be used for purposes of this paragraph.

4. When an employee is transferred to a classification permanently, they shall receive an average of the overtime charged to the employees in this classification permanently.

5. When an employee goes from their permanent classification to a temporary classification or from one temporary classification to another temporary classification for purposes of overtime, they will be given the overtime of the employee in this classification who is highest in overtime and would be the last one in this classification to receive overtime. When they return to their own permanent classification

they will be marked in red if any overtime was available to them in their permanent classification while they were filling the temporary vacancy. However, such red overtime shall be **subtracted** by any black overtime worked in the temporary vacancy and the **subtracted** hours shall be added to the black hours. (Example — see Exhibit E).

6. When an employee is off sick, on disciplinary suspension, injured or on leave of absence and it would have been their turn to work overtime if they would have been here, they will be marked in red on the overtime chart for the hours they could have worked, provided, however, the employee's first day of illness cannot be charged against that employee. However, if other overtime is available on that day and the employee who is off sick would have been offered those hours, then they will be charged those hours without being called. Illness absence beyond one day required that the employee will be charged with overtime hours when it would have been offered to them if they were available, even though it's their own absence which created such overtime.

7. When an employee is off on vacation, their overtime will remain the same as when they left to go on vacation.

8. The difference in hours between the low man in overtime in a classification and the hours received by the other employees in the same classification shall be carried over on the new yearly overtime chart. If there is only one employee in a classification they shall start at zero.

9. a. For the purpose of contacting employees for work assignments to which they are entitled in accordance with the appropriate contract provisions, no Hospital representative will be required to leave

the Hospital premises. Employees who cannot be contacted by telephone, and therefore are unavailable for the overtime work to which they are entitled, will be marked in red for such overtime hours. An employee with no telephone or an unlisted telephone number who refuses to provide such number to the Hospital will automatically be charged for those hours which would have been offered by phone.

b. When an employee is being contacted for overtime by telephone and the party who is calling the employee gets a "busy" signal on two separate attempts to place the call, they will then contact the next employee low in overtime.

ARTICLE VII Wages & Longevity

A. The persons employed in the job classifications set forth on Schedule A shall be paid the wages set forth therein during the term of this Agreement, except that new employees, during their probationary period, shall be paid 5¢ per hour less. Schedule A shall reflect an increase in all classifications in the amount of **7.5% effective July 1, 1980; 7.0% effective July 1, 1981 and 6.6% effective July 1, 1982.**

B.

Period	Period Covered	Shift Premium	Effective July 1, 1981
1	6 a.m. - 2 p.m.	0	0
2	2 p.m. - 10 p.m.	20¢	30¢
3	10 p.m. - 6 a.m.	25¢	50¢

In all cases, shift premium shall be paid on the basis of actual hours worked in each of the above periods; provided that, when an employee performs continuous work during more than one of the above periods, they shall receive shift premiums for the

total hours of continuous work based upon the shift premium applicable to the period in which the majority of such hours fall. (In case hours of work fall equally into two periods, the higher premium shall be paid for all hours worked).

C. The job classifications and wage rates as listed in Schedule A shall remain fixed and unchanged during the life of this Agreement and there shall be no combining of job classifications, except that it is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustments of existing wage rates, because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established, or when changes in an existing job have resulted in a substantial change in the duties of same, the Hospital shall set a temporary rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below:

At the time of putting such temporary rate into effect, the Hospital will notify the President of the Local Union of its action. If the Union wishes to negotiate for a revision of such rate, it shall notify the Hospital Administrator within fifteen (15) days after notice from the Hospital has been given. If, after a meeting of the parties, no agreement is reached, the Union may file a grievance within fifteen (15) days after such meeting; the basis of such grievance being the question of fairness of the rate to be established. The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the temporary rate was put into effect. If the Union fails to take the required action within the time limits specified above, the temporary rate established by the employer shall become

permanent and not subject to change for the remaining term of this Agreement. If, at any time, the Union feels that a new job has been created and has not been established and classified by the Hospital, or that the duties of existing jobs have changed substantially, the Union may take this up pursuant to the grievance procedure.

The Hospital shall at all times give the Union notice of any changes in job duties and/or responsibilities.

D. When any employee feels the nature of their work entitles them to a change in their job classification, this matter shall be presented to the Hospital through the regular grievance procedure.

E. The job descriptions for each department have been mutually agreed upon and form a part of this agreement. Any changes hereafter shall be by mutual agreement and such changes shall then be attached to the job description. Any changes in the job rate shall follow the procedures in Paragraph C above.

F. Payment of wages shall be made weekly on Thursday. During a week in which a holiday falls pay day shall be on Friday, except if the holiday falls on Thursday every possible effort will be made to pay on Wednesday. Any adjustments of \$10.00 or more on employee checks shall be made within twenty-four (24) hours of payment of wages.

G. LONGEVITY BENEFITS

1. 2% of gross annual pay based on last complete fiscal year on completion of five (5) years of service.

2. 3% of gross annual pay based on last complete fiscal year on completion of ten (10) years of service.
3. 4% of gross annual pay based on last complete fiscal year on completion of fifteen (15) years of service.
4. 5% of gross annual pay based on last complete fiscal year on completion of twenty (20) years of service.
5. Temporary or regular part-time employees shall not accumulate for longevity time, but time spent on staff status will accumulate toward longevity benefits.
6. Longevity payment will be received on approximately December 1 of each year.
7. **Only those new employees who have received pay for 1000 hours or more from their date of hire until the end of the fiscal year will receive longevity payment for that year.**
8. An employee who leaves the service of the Hospital shall be entitled to prorated longevity payment.

ARTICLE VIII Holidays

A. The following days shall be recognized as holidays: New Years Day, **Washington's Birthday**, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. If any of the above holidays fall on a Sunday, with the exception of Easter and Christmas, the following Monday shall be considered the holiday. If any of the above holidays fall on a Saturday,

employees shall receive holiday pay for that day providing that they meet the conditions of paragraph B below.

B. 1. Employees who do not work on the holidays specified above shall receive as holiday pay, eight (8) straight time hours pay at their regular rate of pay, exclusive of shift differentials, provided they meet all of the following conditions:

- a. A new employee shall not be eligible for holiday pay until after thirty (30) days from the date of their employment.
- b. The employee shall perform work in the twelve (12) calendar day period immediately preceding or the twelve (12) calendar day period immediately following the holiday. Should a holiday occur during the first twelve (12) days that an employee, who is otherwise eligible for holiday pay, is laid off, they shall receive the appropriate holiday pay.
- c. The employee shall have worked their scheduled hours of work on their last scheduled workday preceding the holiday and also on their first scheduled workday following the holiday; provided, however, that absence or tardiness due to illness or other compelling personal reasons, supported by adequate proof of same, shall not disqualify an employee for holiday pay if they meet all of the other conditions stipulated.
- d. Notwithstanding sub paragraph b above, any employee who is on vacation with pay shall receive the extra eight hours holiday pay providing they have worked their last scheduled day prior to the vacation and their first scheduled day following the vacation; provided

however, that absence or tardiness due to illness or other compelling personal reasons, including personal leave days and Union business days supported by adequate proof of same, shall not disqualify this employee for holiday pay.

2. Employees scheduled to report for work on a holiday, but who fail to report for and perform such work, shall not be entitled to any holiday pay. Employees called out on a holiday who refuse to report shall not be entitled to holiday pay; the above is qualified whereby they shall receive holiday pay if

- a. The Hospital decides not to fill the vacancies.
- b. The Hospital makes no effort to contact all the employees in the classification and consequently does not fill the vacancy.

3. Employees who work on a holiday shall be paid at two and one-half ($2\frac{1}{2}$) times their regular straight time hourly rate for the hours actually worked, except that when an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, they shall receive the balance of their eight (8) hours of holiday pay for hours not worked.

4. For the purpose of this paragraph a holiday is defined as a twenty-four (24) hour period beginning at 7 a.m. of the holiday, except for a shift whose starting period may be between 5 and 7 a.m. in which case their 24 hour period would begin when their shift started.

5. Employees not normally scheduled to work on a day which is a holiday shall not have the holiday counted as hours worked for the purpose of computing weekly overtime (such as rotating shift people who are scheduled for a day off). Employees normally

scheduled to work on a day which is a holiday (such as scheduled day employees) and given the day off because it is a holiday shall have the holiday counted as eight (8) hours of work for the purpose of computing weekly overtime. Actual hours worked on a holiday, not to exceed eight (8) hours, are to be counted for the purpose of computing overtime.

C. An employee called and reporting for work on a holiday shall receive a minimum of four (4) hours pay at double time and one-half.

D. Regular part-time employees shall receive as holiday pay four (4) hours at straight time pay at their regular rate of pay, exclusive of shift differentials, provided they meet the conditions of paragraph B above.

ARTICLE IX Vacations & Sick Leave

A. ELIGIBILITY FOR VACATION

1. All staff employees, other than new staff employees and regular part-time employees, must work 1000 hours in the vacation year to be entitled to a vacation as provided for in Paragraph B below. Days of **S & A Insurance**, paid personal leave days, jury duty, vacation, short term Union leave and days off due to injury for which Worker's Compensation is paid by the Hospital, not to exceed one year for each injury, shall be counted as eight (8) hours of work for each day for purposes of computing vacation eligibility.

2. New employees shall be required to work three (3) continuous months prior to July 1 to be eligible for vacation.

B. VACATION ALLOWANCE

1. Any employee with from 1 to 5 years of Hospital service on or before July 1 shall be entitled to two (2) weeks of vacation with pay for 10 working days. Any employee with 5 or more years of Hospital service on or before July 1 shall be entitled to three (3) weeks vacation with pay for 15 working days. Any employee with 10 or more years of Hospital service on or before July 1 shall be entitled to four (4) weeks vacations with pay for 20 working days. Any employee with 15 or more years of Hospital service on or before July 1 shall be entitled to five (5) weeks vacation with pay for 25 working days. Any employee with 25 or more years of Hospital service on or before July 1 shall be entitled to six (6) weeks vacation with pay for 30 working days.

2. New employees with one (1) year or less of service on July 1 shall receive the following vacation: Any employee with from 9 to 12 months of Hospital service prior to July 1 shall be entitled to two (2) weeks vacation with pay for 10 working days; any employee with from 6 to 9 months of Hospital service prior to July 1 shall be entitled to one (1) week vacation with pay for 5 working days; any new employee with from 3 to 6 months of Hospital service prior to July 1 shall be entitled to three (3) days vacation with pay for three (3) working days. Any new employee receiving a vacation with pay prior to July 1 shall have such vacation counted as a year of Hospital service for determining future vacations.

3. For each week of vacation that employees are entitled to receive they shall also receive a vacation bonus in the amount of \$20.00 per vacation week. Vacation bonus checks shall be issued the third pay period in July as separate checks and distributed to

all eligible employees. The above vacation bonus shall also apply to part-time employees but shall not apply to new employees with less than one week of vacation. Part-time employees who receive one-half ($\frac{1}{2}$) week of vacation shall receive one-half ($\frac{1}{2}$) of the above vacation bonus.

A day of vacation pay shall consist of eight (8) hours at the individual employee's average straight time hourly earnings for the four week period ending two weeks prior to the beginning of the individual's vacation period. If a general increase in wage rates occurs during the fiscal year prior to the time the vacation is taken, such general increase will be included in the computation of the vacation pay, anything above to the contrary notwithstanding. If the employee's vacation has been properly scheduled two (2) weeks prior to the date of starting their first week of vacation, they shall, upon request, be given their vacation check on the payday preceding their vacation covering the amount of vacation they are currently taking provided they have requested such vacation pay at least two weeks in advance of the payday on which the check would be received.

4. The determination of when vacations may be taken is left to the Department Head, who will prepare and post a vacation schedule for his department. The exact time of the vacation must be regulated by the needs of the department. In choosing time for vacation, the oldest employee in departmental seniority will have first choice, second oldest second choice, etc.

5. Vacation authorization forms will be distributed by April 1 showing the amount of vacation each employee will have in the upcoming year. **First and second vacation choices** must be selected for the

first vacation period and forms returned to the Department Head by April 30th so a master schedule may be prepared and posted **by May 8, listing all approved first vacation periods. During the period May 8 through May 22, employees may request remaining vacation and allocations made based on their departmental seniority.** This is not to say that once selected an employee does not have the option to change vacations.

6. Employees who split their vacation in units of weeks, seniority will govern the choice of one vacation period only. The period between May 8 and May 22 shall be used to adjust the vacation schedule. Vacations changed after May 22 will be taken at a time that does not conflict with the vacation of any other employee regardless of seniority.

Any employee with two (2) or more weeks of vacation may, with prior notice and approval by the Hospital, take one (1) week of vacation in units of days.

7. Employees must take vacation time off in order to receive vacation pay. An employee who fails to take their vacation within the vacation year in which they are entitled to it shall forfeit such vacation time off and vacation pay. Any employee asked not to take their vacation after the vacation time has been approved shall have the opportunity to take their vacation time off for vacation purposes before the end of the vacation year.

If, because of re-assignment or because of any other circumstances beyond the control of the employee, the employee is by the end of the vacation year unable to use the full week of vacation days that remain, then the employee will be paid for such unused days at the appropriate rate.

8. Should an employee be off sick during their scheduled vacation time, they may be permitted to change their vacation to a subsequent date which will not conflict with another employee's vacation. Consideration of such request is contingent upon prompt notice and proof of illness to the employee's immediate superior.

9. When an employee quits with reasonable notice, is discharged for cause, retires or dies, they or their heirs, shall be paid for unused vacation pay earned in the prior years, plus a pro-rata share of the vacation pay accumulated in the current year, however, the pro-rata share for the current year shall not apply to the discharged cases. Such pay shall not be considered as pay for time worked after date of separation.

10. A person who is in the military service, and who returns to employment at the Hospital under such circumstances as to entitle him to rights under the applicable provisions of the Selective Service Act, as amended, shall have the years of military service counted for purposes of determining the number of weeks vacation to which the employee is entitled. An employee injured at the Hospital under circumstances such that Worker's Compensation benefits are paid by the Hospital shall have those years, during which Worker's Compensation benefits are paid for at least 35 weeks per year, counted for the purpose of determining the number of weeks vacation to which the employee is entitled **once the employee returns to work.**

11. There need be no lapse of time between vacations of two different years.

12. Regular part-time employees who have worked for the Hospital six (6) months prior to July 1,

1966, and new regular part-time employees employed by the Hospital six months prior to July 1 of each year thereafter shall be entitled to $\frac{1}{2}$ of the vacation allowance provided for staff employees in paragraph B above. Such vacation shall be computed on the same basis as staff employees and shall be subject to all other conditions of Article VIII. Staff employees shall have preference in selection of vacation over regular part-time employees.

**C. ADJUSTMENT OF VACATION
ALLOWANCE TO JULY 1
COMMON ANNIVERSARY DATE**

1. The vacation year for all employees shall begin on July 1, 1967, and on the first day of July of each year thereafter. Weeks with days in each of two years shall be counted as being in that year which contains the most days of the week.

2. Since vacations were prorated to July 1 in prior contracts, it is now assumed that all employees anniversary dates for vacation purposes is July 1.

D. PERSONAL PAID LEAVE DAYS

1. Newly hired employees shall be prorated in accordance with Exhibit F.

2. Staff employees with one (1) or more years of seniority as of July 1, 1980 shall receive five (5) personal paid leave days.

Effective July 1, 1981 the personal paid leave days shall be increased to seven (7).

Effective July 1, 1982 the personal paid leave days shall be increased to eight (8).

3. All personal paid leave days must be used by June 30 of each contract year.

4. **No employee shall be allowed to work at the Hospital on their designated personal paid leave day or days.**

5. Upon retirement or termination for any reason, employees shall be paid for all unused **P.P.L.** days at their regular rate of pay. **In the event of the death of an employee, any unused P.P.L. days shall be paid to the next of kin.**

6. **P.P.L. days may be used for illness or injury if so desired by the employee.**

7. Employees should give their Department Head reasonable prior notice when taking **P.P.L.** days. A request for such time off made at least 48 hours in advance of the time off desired shall constitute reasonable prior notice. In case of personal or family emergency situations, the 48 hour requirement will be waived. **It shall also be waived whenever the employees vacancy is not filled.**

ARTICLE X Insurance

A. The Hospital shall make available to employees and pay the entire premium on the following Blue Cross-Blue Shield plan; Comprehensive Hospital; D45NM; MVF-1 and ML (semi-private); Master Medical (Option 4) and Riders F-FC, **PDP**, **FAE/RC** and S-SA-SDGB. Present employees now receiving 40% of the monthly premium for single subscribers ward rate, in lieu of Blue Cross-Blue Shield insurance, may continue to do so. Those employees will be red circled; others cannot elect to receive money in lieu of insurance.

B. The Hospital shall put into effect a life insurance plan whereby full time employees are insured

for **\$10,000** and regular part-time employees for **\$5,000** with the Hospital paying the full premiums. The Hospital shall provide a life insurance policy in the amount of **\$5,000** for all present and future retirees. Accidental Death & Dismemberment insurance will be provided in the amount of the employee's/retiree's straight life coverage until age 70.

C. The Hospital shall also put into effect a special liability policy covering each employee in an amount not less than **\$1,000,000.00**.

D. Employees who are absent because of illness, injury, maternity leave, or who are laid off, shall have their Blue Cross-Blue Shield, Life Insurance and **Dental** coverage paid for by the Hospital for another six (6) months after the month in which their absence started.

E. The Hospital agrees to provide and pay for Dental Expense Benefits for Local 204 Bargaining Unit with full premium to be paid for staff employees and one-half premium to be paid for part-time employees.

Benefits shall be as follows: — Preventive Services - 100%; General Services - 85%; Prosthetic Services - 50% (with Orthodontia a separate maximum benefits of \$500.00 per life time).

The maximum benefit for each calendar year is \$1,000. This maximum applies separately to each insured family member. The plan also includes a one-time, lifetime \$50 deductible for all present and future employees, including family members. There is no deductible on preventive services only.

F. All medication and drugs will be available to the employee at invoice cost.

G. The Hospital agrees to provide and pay for a Sick and Accident (weekly income insurance)

Plan for Local 204 Bargaining Unit employees incorporating the following benefits beginning on the 1st day of disability due to accident and/or hospitalization and the 4th day of disability due to sickness. Benefits payable at \$125.00 per week for Staff and \$60.00 per week for Part-time up to a maximum of twenty-six (26) weeks.

1. You must be under the care of a duly qualified physician or chiropractor if you are disabled because of sickness.

2. You are considered totally disabled if you are unable to perform the duties of your occupation.

3. Successive Absences — All an employee's absences will be considered as happening during one period of disability, regardless of any interruption in his insurance, except that:

- a. An absence separated from the last preceding absence by at least two (2) consecutive weeks of active work on full time is considered as happening during a different period of disability.
- b. An absence due to a cause different from and unrelated to the causes of all prior absences, and separated from the last prior absence by at least one day of active work on full time, is considered as happening during a different period of disability.
- c. An absence due to a cause the same as, or related to, the cause of any prior absence will be considered as happening during a different period of disability only if both of the following tests are met:

1. **The current absence is separated from the last previous absence by at least one day of active work on full time.**
2. **At least two (2) weeks of active work on full time have intervened between the current absence, and the last previous absence due to the same cause, or a cause related to the cause of the current absence.**
4. **Disabilities not covered are those resulting in injuries sustained while engaged in any occupation for remuneration or profit, or from disease for which Worker's Compensation or similar benefits are payable.**

H. All **active employees** and all employees retiring (as herein defined) after July 1, 1975 and who become eligible for Medicare shall have the Medicare premiums paid for by the Hospital. It shall be the responsibility of the active employee or retiree to notify the Hospital Personnel Office as to their eligibility. The Hospital shall not be liable for premiums until such notification is received.

I. Definition of retired: For purposes of this paragraph, retirement shall be defined as any employee who terminates their employment at Alpena General Hospital or is disabled as per this Agreement, and upon such termination or disablement is eligible to draw MERS benefits or Social Security benefits as a result of their contributions. Proof of such eligibility must be made to the Hospital Personnel Office within sixty (60) days of the employee's termination date. Such proof if under Social Security would be a copy of the award letter issued by the Social Security office. However, at the time of termination, the employee

must notify the Personnel Office of their intent to apply for Social Security benefits.

J. The insurance carrier shall be selected **and/or changed** by mutual consent of the parties hereto.

ARTICLE XI Funeral Leave & Jury Duty

A. FUNERAL LEAVE

Regular full time employees will be permitted upon proper notice to their supervisor, to be absent from work without loss of pay in accordance with the following schedule upon the occurrence of the death in the employee's immediate family of the persons named below:

Three (3) consecutive working days upon the death of the employees:

Wife or Husband	Father-in-law
Child	Mother-in-law
Father	Brother
Mother	Sister
Grandchildren	Grandparents

One (1) working day upon the death of the sister-in-law, brother-in-law, step children, step parents, **son-in-law and daughter-in-law** of the employee.

As used herein, brother-in-law is defined to mean (1) the brother of one's husband or wife, (2) the husband of one's sister, (3) the husband of the sister of one's spouse; and sister-in-law is defined to mean (1) the sister of one's husband or wife, (2) the wife of one's brother, (3) the wife of the brother of one's spouse.

B. Part-time employees, if scheduled or assigned to work on the agreed Hospital work schedule, will be permitted, upon notification to their Department Head, to be absent from work for one (1) work day

without loss of pay, upon the occurrence of the death in the employee's immediate family, husband or wife's family consistent with paragraph A above.

C. Proof of death may be required by the Hospital. Such proof can be in the form of newspaper clippings, death certificate or obituary notices.

D. Leaves of absence shall be granted by the Hospital for additional time in connection with funeral leave and estate problems when necessary; such leaves shall be without pay.

E. 1. Should an employee be on vacation, paid personal days, short term Union leave or medical LOA of less than 30 days, when a death occurs, they shall be given their funeral leave days with pay. However, the employee must notify the Hospital as soon as possible, but in any event, within twenty-four (24) hours of the time of the funeral so that appropriate coverage and accounting can be handled.

2. Any employee on time off as described in this paragraph when a death occurs shall be entitled to receive funeral leave days provided above, and the paid days off originally taken shall be returned to the bank of such benefit days.

F. JURY DUTY

It is agreed that the Hospital shall share in any wage loss incurred by an employee (as distinguished from a probationary employee) because of jury service by payment of the difference between the amount received for such jury service on the day such employee would have been regularly scheduled to work at their regular rates of pay.

ARTICLE XII Retirement Plan

The retirement system for this Bargaining Unit is the Michigan Employees Retirement System (Benefit C-1), **with the waiver of Sec. 47F providing for no reduction in pension for those retirants less than 60, but at least 55 years of age, with 25 years or more of credited service becoming effective July 1, 1982.**

ARTICLE XIII Leaves of Absence

A. Short Term Leave for Union Business

1. In the event any employee or employees are selected by this Union or any labor organization with which this Union is affiliated to perform any task or attend any meetings or institutes which necessitates a leave of absence, up to two (2) weeks, they shall be granted such leave of absence without pay, provided that care of patients or other necessary Hospital services are not unduly harmed by the number or classification of such employees being absent. Seniority shall accumulate and there shall be no loss of fringe benefits. Application for the above leaves of absence shall be made to the Personnel Director through the President of Local 204.

2. Long Term Leave for Union Business

In the event an employee is elected or selected by this Union or by any labor organization with which the Union is affiliated to perform any task which necessitates a leave of absence, they shall be granted such leave of absence without pay and without loss of seniority. No more than three (3) employees shall be on leave of absence simultaneously under the provisions of this clause. Leaves of absence for this purpose

shall be for an indefinite period. Application for the above leaves shall be made to the Personnel Director through the Staff Representative of the United Steelworkers of America.

B. Leaves of absence shall be granted in cases of job connected illness or injury, subject to medical verification **and to the following limitations:**

1. **At the expiration of eighteen (18) months an employee shall not have any rights to their post-ed job, but shall retain their Departmental Seniority. If there is no vacancy in the Department, they shall have the right to displace the employee with the least Departmental Seniority, provided they have the ability to perform the available work.**

2. **If the employee does not have the ability to do the job, then they shall have the right to bump the next junior employee, and etc. Employees bumped out of their job can, in turn, bump later-ally or down (rate-wise).**

3. **An employee off work continuously for a three (3) year period shall lose all seniority and be terminated.**

C. Leaves of absence without pay shall be granted for a period not exceeding ninety (90) days for personal injury or illness. Medical verification will be required not later than the third day of absence. Such leaves shall be renewed for periods of thirty (30) days, subject to medical verification **and the following limitations:**

1. **At the expiration of eighteen (18) months an employee shall not have any rights to their post-ed job, but shall retain their Departmental Seniority. If there is no vacancy in the Depart-**

ment, they shall have the right to displace the employee with the least Departmental Seniority, provided they have the ability to perform the available work.

2. If the employee does not have the ability to do the job, then they shall have the right to bump the next junior employee, and etc. Employees bumped out of their job can, in turn, bump laterally or down (rate-wise).

3. An employee off work continuously for a two (2) year period shall lose all seniority and be terminated.

D. Leaves of Absence for good and sufficient cause may be granted for a period of thirty (30) days and may be extended upon mutual consent of the parties hereto. Any employee who engages in other employment will be considered as having quit.

E. 1. Employees who are elected to a political office in the municipal, county, state, federal government, or are appointed to public office, will be granted a Leave of Absence without pay and without loss of seniority, but will not accumulate seniority. However, such leave must be renewed by notification to the Personnel Office at the conclusion of each term of office and prior to commencing another term of office.

2. Leaves of absence for part-time political office shall be granted with accumulation of seniority, but not to exceed three (3) days in any one month.

F. Upon application to the Personnel Office an employee may be granted a leave of absence without pay for the purpose of job related education. Such leave of absence may be granted for a period not to exceed two (2) years, provided that semester reviews

show that passing grades are being maintained. An employee absent on such leave who fails to submit academic reports when requested shall be considered as having voluntarily resigned.

G. An employee who becomes pregnant shall request a maternity leave of absence not later than the end of the fifth month of her pregnancy, unless the Hospital Administration, with the advice of her physician, consents to her working after that date. A maternity leave of absence shall end three (3) months following the termination of her pregnancy, if the employee is adjudged able to work by the physician attending. However, if further leave of absence due to complication of this pregnancy is recommended by her physician an additional leave shall be granted by the Hospital, not to exceed ninety (90) days.

H. All leaves of absence must be recorded on a Leave of Absence form, to be furnished by the Hospital. Forms shall be completed and returned to the Personnel Office prior to such a leave, except in emergency cases. Approval shall be in accordance with the above individual paragraphs.

I. Vacations, holidays, and other fringe benefits (unless otherwise stated) will not accumulate while an employee is on Leave of Absence. However, a leave of absence will not be considered an interruption of continuous service for the purpose of eligibility for such benefits after return to work.

ARTICLE XIV Safety and Health

A. All legal obligations and duties imposed by law upon the Hospital for the preservation of life and property shall be complied with to the fullest extent.

B. The employees will abide by all reasonable rules and regulations of the Hospital for the protection and the preservation of life and property.

C. 1. **Should any employee believe that their work presents a hazard to their safety or health they may request and receive an immediate review of such work by the Safety and Health Committee members.**

2. **No employee shall be disciplined or discharged for refusing to work on a job or in an area provided such refusal is based on a reasonable contention that such work or area could endanger their health or safety.**

3. **Notwithstanding the above, the employee or the Union shall also have the option, if they believe that reasonable protection is not provided for the prevention of injury or the preservation of health, to take the matter up as a proper grievance pursuant to the regular grievance procedure.**

D. All employees will agree to undergo periodic physical examinations, including chest x-rays, at intervals as prescribed by the Hospital management. Employees involved with food handling and certain other activities will agree to undergo Serology and other special examinations as requested by the Hospital management, for the protection of patients and the maintenance of proper health conditions. Such examinations will be at no cost to the employee. Flu shots will also be given free of charge to those employees desiring them. Single view chest x-ray shall be given to all employees free of charge once a year.

E. There shall be established a joint Safety and Health Committee to meet once a month and take up such safety and health complaints as may be brought forth. Such meetings shall be held during the normal

day time working hours and shall not exceed 1½ hours and the Union members shall be paid for all lost time involved.

The Safety and Health Committee shall consist of two (2) members from Local Union 204 and two (2) members of Local Union 206A and two (2) representatives from Management. Union members shall be selected by the Union.

Minutes of all Safety and Health meetings between the Hospital and the Union shall be prepared by the Hospital. Copies of the minutes shall be distributed to all committee members and the Local Union President and Staff Representative. The accuracy of the minutes as prepared by the Hospital shall be subject to review and approval at the next regular monthly meeting.

F. Whenever there is a safety or health inspection by State or Federal Inspectors, they shall be accompanied by a committee member of Local Union 204 and Local Union 206A. The committee man shall be paid their regular rate of pay for all time spent on such inspections. A copy of the inspection and any follow-ups shall be furnished to the Safety and Health Committee members and the International Sub-District office.

G. First aid facilities and a registered nurse or a qualified first aid attendant who is an employee of the Hospital shall be provided by the Hospital to the extent necessary to provide adequate first aid for all employees on all shifts for on-the-job incidents.

H. In cases of serious accidents or health hazards to members of Local 204, the Union safety committeeman shall be notified immediately and they, along with the Hospital representative, shall investigate the accident or health hazard as mutually agreed to.

Possible remedial or preventive measures which will, in the opinion of the Union and the Hospital, prevent reoccurrences shall promptly be put into effect. Their findings shall be reported to the Safety and Health Committee at its next regularly scheduled monthly meeting. Any working time lost by the Union committeeman in such investigations shall be paid for by the Hospital.

I. Copies of all incident reports involving employees in Local 204 shall be made available to the Safety and Health Committee at their regularly scheduled monthly meetings.

J. Whenever chemicals, solvents, compounds or equipment are being used, the Hospital shall inform the Safety Committee what hazards, if any, are involved in their use and what precautions are to be taken to insure the safety and health of the employees. The employees using these items will be instructed by the employer in their use and precautions to be taken.

K. Employees who are injured, or incur job related sickness, and are unable to finish their shift as a result of doctor's orders shall be paid for their full shift.

ARTICLE XV Discipline

A. The Hospital will establish and publish reasonable rules and regulations governing the conduct of employees, as are necessary for the proper operation of the Hospital, and the proper care of patients, and to impose corrective discipline for infraction of these rules and regulations. (Exhibit B) Disciplinary warnings and actions by the Hospital may be appealed through the Grievance Procedure.

B. Whenever an employee is discharged or suspended, the Hospital shall immediately orally notify the appropriate Steward or the Chairman of the Grievance Committee. The Hospital shall also notify the Chairman of the Grievance Committee in writing within twenty-four (24) hours, giving the reason for such discharge or suspension.

C. The Union may object to any rules or regulations it considers unreasonable or in conflict with other provisions of this Agreement; subject to the Grievance Procedure.

D. The rules and regulations are attached hereto as part of Exhibit B and mutually agreed upon.

ARTICLE XVI Other Conditions of Employment

A. The Hospital will provide reasonable and adequate bulletin boards in each department and at the time clock to be used by the Union; provided however, that each notice or other matter to be posted shall have approval of the **Personnel Director**. Notwithstanding the above restrictions, the Union shall be permitted to post without approval, notices of Union meetings, Union elections and results of same, and Union recreational and social events. Any unauthorized person using these boards **or defacing any material thereon** shall be disciplined up to and including discharge.

B. Employees who are required to work ten (10) or more consecutive hours or who have only one (1) hour or less between shifts, shall be provided with **one (1) normal meal at Hospital expense which is to be consumed in the Hospital cafeteria by the end of the employees next scheduled work shift. A normal meal is defined as; an appetizer, a salad, an**

entree, vegetable, a beverage and a dessert. Any cost above the normal meal will be borne by the employee.

C. The Union may conduct local and international elections at the Hospital, provided they do not unduly conflict with the work at the Hospital.

D. The Hospital shall notify the Union of any changes of date, time or place of the Board of Trustees meetings so that the Union may be represented if they so desire.

E. The Hospital will launder uniforms of employees free of charge, providing that such uniforms meet the standard established by the Hospital as to style and appearance.

F. Contract booklets shall be printed at Hospital expense and shall bear the Union bug.

G. Within thirty (30) days of Union ratification of this Agreement, a meeting shall be held including Hospital Department Heads, the International Representative, President, Chairman of the Grievance Committee and Alternate Chairman of Grievance Committee of Local 204. The purpose of this meeting shall be to simultaneously distribute copies of the Agreement to Department Heads, Supervisors and Union officers, and for Stewards and to explain any changes or clarifications.

H. The Hospital will not sub-contract work presently performed by members of the Bargaining Unit unless mutually agreed upon by the Hospital and the Union. However, in the application of this provision, the Hospital shall continue to have the right to introduce new or improved methods, facilities, equipment or materials.

I. Without the requirements of posting, it is the practice of the Hospital to employ students as temporary employees for summer work whenever practical. A person who has stated intention to continue formal education is considered a student in the meaning of this paragraph, and will be required to sign a personnel slip indicating this intention at the time of employment. New employees who do not state such intention will not be considered a temporary employee under provisions of this paragraph. Any person considered as a temporary employee will have no reemployment rights upon completion of this summer employment. All such temporary employees will be terminated not later than September 30th. These temporary employees shall not have any bidding rights. Such student temporary employees shall be eligible only for their straight time pay, overtime and holiday premium pay but shall not be entitled to other premium pay or any other benefits as provided in this Agreement.

J. The proposals made by each party during negotiations leading to the Agreements and the discussions had with respect thereto shall not be used, or referred to, in any way during or in connection with Step 4 arbitration hearing of any grievance arising under the provisions of this Agreement.

K. No employee shall be temporarily assigned supervisory functions except with the employee's consent and for a specified period of time with the rate being discussed in advance.

L. Employees in the Dietary Department will receive 50¢ from the Hospital for their lunch each day.

M. **Motor vehicle** mileage will be allowed at the rate of **twenty (20¢) cents** per mile when used on Hospital business, **except that any trip twelve (12)**

miles or under would be paid at \$2.50 per trip in lieu of the 20¢ per mile.

Anything over twelve (12) miles would be paid at twenty (20¢) cents per mile plus the \$2.50.

The Storekeeper shall receive \$125.00 per month for the use of his **vehicle** on Hospital business.

This clause shall be subject to periodical review in case conditions change.

N. It is not the intent of Management to supplant Bargaining Unit work with the use of supervisory personnel. However, there are some areas which require the supervisor to maintain technical skills; therefore, where this is being done at present, it must continue.

O. All beds and cribs shall be washed and then made by this Unit during regular hours of duty. It shall not be mandatory to call in housekeeping personnel to do routine bed washing from 12 midnight to 6 a.m.

P. All schedules will be made out either in ink or typewritten.

Q. Classifications that require employees to satisfactorily pass a test or tests before being awarded the position will have the test given during the employee's work shift at the Hospital's expense.

ARTICLE XVII Government Law

This Agreement is subject to government laws and in the event that any provision of this Agreement shall at any time be held contrary to law by a Court of competent jurisdiction from whose final judgement

or decree no appeal has been taken within the time provided thereafter, such provision shall be void and inoperative, however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE XVIII
Duration and Renewal

The terms of this Agreement shall become effective as of July 1, 1980, except as otherwise noted, and continue until June 30, 1983. The Agreement shall then be automatically renewed, for additional periods of one year unless either party shall notify the other party at least sixty (60) days before the expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within fifteen (15) days from the time of such notice for the purpose of negotiating any changes or renewal.

IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Alpena, Michigan, **July 1, 1980.**

ALPENA GENERAL HOSPITAL

Howard H. Heimke
Robert L. Jason
John A. McVeety

**UNITED STEELWORKERS OF AMERICA,
AFL-CIO-CLC**

Lloyd McBride	Robert W. Kurtz
Lynn R. Williams	Virginia Cayler
Frank S. McKee	Arthur Fournier
Joseph Odorcich	Bridget Kurtz
Leon Lynch	Margaret Thiem
Charles G. Younglove	Fred C. Webber

SCHEDULE "A"
Schedule of Hourly Wage Rates

	July 1, 1980	July 1, 1981	July 1, 1982
BUSINESS OFFICE			
Payroll Clerk	6.77	7.24	7.72
Accounting Clerk	6.77	7.24	7.72
*Computer Operator/			
Payroll Clerk	6.41	6.86	7.31
Computer Operator	6.41	6.86	7.31
Credit Clerk	6.41	6.86	7.31
Billing Clerk	6.41	6.86	7.31
Reliever/Filer	6.30	6.74	7.18
Switchboard Operator	6.30	6.74	7.18
Cashier	6.30	6.74	7.18
Admitting Clerk	6.30	6.74	7.18
* When performing duties of Payroll Clerk they shall receive the rate of the Payroll Clerk.			
DIETARY			
Registered Dietitian	7.76	8.30	8.85
Diet Leader	6.24	6.68	7.12
Cook (A.M.)	6.24	6.68	7.12
Cook (P.M.)	6.13	6.56	6.99
Assistant Cook (A.M.)	6.05	6.47	6.90
Assistant Cook-Baker	6.04	6.46	6.89
Dietary Clerk	6.01	6.43	6.85
Assistant Cook (P.M.)	5.94	6.36	6.78
Assistant Cook —			
Cafeteria	5.94	6.36	6.78
Float	5.93	6.34	6.75
Salad-Kitchen			
Assistant	5.89	6.30	6.72
Trayline-Kitchen Asst.	5.89	6.30	6.72

	July 1, 1980	July 1, 1981	July 1, 1982
Cashier-Kitchen Asst.	5.89	6.30	6.72
Kitchen Asst.	5.83	6.24	6.65

HOUSEKEEPING

Leader	6.29	6.73	7.17
*Janitor-Incinerator	6.29	6.73	7.17
Janitor	6.29	6.73	7.17
Sewing Room Leader	6.13	6.56	6.99
Surgery Maid	6.04	6.46	6.89
Bed Maid	5.92	6.33	6.75
Seamstress	5.83	6.24	6.65
Maid	5.83	6.24	6.65

*This classification shall not prevent the Hospital from using the job holder as a Janitor, but the Hospital shall not fill the classification with other persons when the job holder is working as a Janitor.

LAUNDRY

Washman	6.18	6.61	7.05
*Shaker	5.92	6.33	6.75
*Press Operator	5.92	6.33	6.75
*Mangle Operator	5.92	6.33	6.75
*Mangle Folder	5.92	6.33	6.75
*Mangle Feeder	5.92	6.33	6.75
*Dryer Operator	5.92	6.33	6.75
Laundry Assistant	5.83	6.24	6.65

*This classification shall not prevent the Hospital in temporarily assigning the employee to other classifications when needed, providing their own classification is not filled while they are performing other duties.

	July 1, 1980	July 1, 1981	July 1, 1982
MAINTENANCE			
*Stationary Engineer	7.33	7.84	8.36
*Maintenance Specialist	7.32	7.83	8.35
Carpenter-Sheetmetalsmith			
Maintenance Man	7.25	7.76	8.27
Plasterer-Painter-			
Maintenance Man	7.02	7.51	8.01
Maintenance Man	6.88	7.36	7.85
After one year	6.99	7.48	7.97
*20¢ per hour additional for electrician's license.			
*MEDICAL RECORDS			
Transcriber-Coder	6.51	6.97	7.43
Coder-Abstractor	6.51	6.97	7.43
Transcriptionist	6.49	6.94	7.40
Discharge Clerk	6.27	6.71	7.15
Clerk Float	6.11	6.54	6.97
File Clerk	6.05	6.47	6.90
Photocopy-Microfilming			
Clerk	6.01	6.43	6.85
Admissions Clerk	6.01	6.43	6.85
*Any employee who receives her ART rating will receive 16¢ per hour in addition to the hourly rate of the position held.			
PHARMACY			
Pharmacy Aide	6.03	6.45	6.88
After one year	6.14	6.57	7.00
PHYSICAL THERAPY			
Physical Therapy Aide	6.03	6.45	6.88
After one year	6.14	6.57	7.00
Physical Therapy Secretary	6.01	6.43	6.85

	July 1, 1980	July 1, 1981	July 1, 1982
PURCHASING			
Storekeeper	6.54	7.00	7.46
	*6.65	7.12	7.59
Stores Clerk	6.13	6.56	6.99
Inventory Clerk	6.13	6.56	6.99
Purchasing Clerk/ Clerk Typist	6.07	6.49	6.92
*Merit Consideratin			
LABORATORY			
Registered Medical Technologist - start	7.59	8.12	8.66
with experience	7.87	8.42	8.98
End of Probation	7.64	8.17	8.71
with experience	7.92	8.47	9.03
After six months	7.75	8.29	8.84
After one year	7.92	8.47	9.03
with experience	8.27	8.85	9.43
After two years	8.27	8.85	9.43
Histopathology Technician			
Start	6.52	6.98	7.44
After one year	6.63	7.09	7.56
After three years	6.74	7.21	7.69
After five years	6.85	7.33	7.81
Pathologist's Secretary	6.54	7.00	7.46
Medical Stenographer			
Start	6.42	6.87	7.32
After six months	6.47	6.92	7.38
After one year	6.54	7.00	7.46
Laboratory Technician II			
Start	6.86	7.34	7.82

	July 1, 1980	July 1, 1981	July 1, 1982
After one year	6.97	7.46	7.95
After three years	7.08	7.58	8.08
After five years	7.19	7.69	8.20
Laboratory Technician I			
Start	6.36	6.81	7.26
After one year	6.47	6.92	7.38
After three years	6.58	7.04	7.50
After five years	6.69	7.16	7.63
Laboratory Aide	5.83	6.24	6.65
Student Laboratory Technician	5.83	6.24	6.65

RADIOLOGY

Radiologic Technologist			
Start	6.98	7.47	7.96
with experience	7.30	7.81	8.33
End of Probation	7.03	7.52	8.02
with experience	7.35	7.86	8.38
After six months	7.14	7.64	8.14
After one year	7.35	7.86	8.38
with experience	7.76	8.30	8.85
After two years	7.76	8.30	8.85
Radiology Secretary	6.54	7.00	7.46
Darkroom Aide	6.15	6.58	7.01
Ultrasound-Nuclear			
Clerk Orderly	6.13	6.56	6.99
Clerk Stenographer	6.13	6.56	6.99
Medical Stenographer			
Start	6.13	6.56	6.99
After one year	6.18	6.61	7.05
After 18 months	6.25	6.69	7.13
Radiology Clerk-Orderly	6.13	6.56	6.99

	July 1, 1980	July 1, 1981	July 1, 1982
Radiology Orderly	6.03	6.45	6.88
Special Procedures	*	*	*

*Registered X-Ray Technicians employing Special Procedures will receive an additional 20¢ per hour over their regular rate of pay.

RESPIRATORY THERAPY

Registered Therapist	6.97	7.46	7.95
Registry			
Eligible Therapist	6.70	7.17	7.64
Certified Therapist	6.57	7.03	7.49
Technician	6.57	7.03	7.49
Certified Eligible Therapist	6.41	6.86	7.31
EEG Technician	6.03	6.45	6.88
Clinical Leader	*	*	*

*Clinical Leader gets 25¢ per hour above their regular rate.

COST OF LIVING ADJUSTMENT

1. "CPI" is the "Consumers Price Index for Urban Wage Earners and Clerical Workers — United States — All items (1967 = 100)" as published by the Bureau of Labor Statistics, U.S. Department of Labor.
2. "Measurement Date" is the date by which the "Cost of Living Adjustment" (if any) will be calculated and communicated to em-

ployees in accordance with the table in 7 below.

3. "Adjustment Date" is the date on which the "Cumulative Cost of Living Adjustment" (if any) becomes payable in addition to the hourly wage rate in accordance with the table in 7 below and paragraph 10 below.
4. "Cumulative Cost of Living Adjustment" is the sum of each "Cost of Living Adjustment" calculated on each measurement date.
5. "Applicable CPI" is that CPI used to determine the change from that CPI of six months prior in accordance with the table in 7 below.
6. "Base CPI" is that CPI which is used as a base to determine the change in the CPI in the subsequent six months in accordance with the table in 7 below.
7. "Change in the CPI" is the difference between the Applicable CPI and the Base CPI in accordance with the following table:

Adj. Date	Meas. Date	App. Date	Base CPI
Jan. 1, 1982	Dec. 15, 1981	Oct. 1981	April, 1981
July 1, 1982	June 15, 1982	April, 1982	Oct., 1981
Jan. 1, 1983	Dec. 15, 1982	Oct., 1982	April, 1982
July 1, 1983	June 15, 1983	April, 1983	Oct., 1982

8. On December 15 measurement dates, the "Cost of Living Adjustment" is equal to one

(1) cent for each full four-tenths (4/10) of a point by which the change in the CPI exceeds the general hourly wage rate increase on the prior July 1.

9. On June 15 measurement dates, the "Cost of Living Adjustment" is equal to one (1) cent for each full four-tenths (4/10) of a point by which the sum of the change in the CPI for this measurement date and the prior measurement date exceed the general hourly wage rate increase on the prior July 1, less the Cost of Living Adjustment measured the prior December 15, if any.
10. The Cumulative Cost of Living Adjustment will be paid in addition to the hourly wage rate on all hours paid for pay periods beginning on the first Sunday after each adjustment date.
11. The Cumulative Cost of Living Adjustment is limited to no more than ten (10) cents for the contract year from July 1, 1981 to June 30, 1982 and for any adjustment date thereafter to no more than ten (10) cents greater than the Cumulative Cost of Living Adjustment as of the prior July 1.
12. In the event that the change in CPI is a decrease, the Cumulative Cost of Living Adjustment will be decreased by one (1) cent for each full four-tenths (4/10) of a point change in the CPI.

13. In no case can the application of paragraph 12 decrease the Cumulative Cost of Living Adjustment to a level below any of the following:
 - A. The Cumulative Cost of Living Adjustment which would have been calculated under the provisions of paragraphs 1 through 12 above ignoring the limitations of paragraph 11.
 - B. Ten (10) cents less than the Cumulative Cost of Living Adjustment.
 - C. Be less than one-half ($\frac{1}{2}$) of the Cumulative Cost of Living Adjustment before application of paragraph 12.

EXHIBIT B

Employees are informed of the general rules they are expected to observe. Copies of the rules are posted so that the employees can refer to them.

When an employee violates a rule, they are verbally warned by their Department Head, and are cautioned about further infraction. If the employee again violates the rules, they are again warned by the Department Head, and a written record of warning is prepared with a copy to employee and Chairman of the Grievance Committee. If the employee again violates the rules and regulations, they may be disciplined by suspension or dismissal after a review of the facts and their disciplinary record. (In some instances, where the employee is endangering the welfare of patients or other employees by their actions, they may be immediately suspended, pending investigation and decision).

As a general rule, disciplinary actions and records occurring more than two (2) years previous to the present incident will not be considered in determining discipline. Records of discipline on an individual will not be used after two (2) years have elapsed.

1. Willful damage of Hospital equipment and property.
2. Habitual absences and tardiness.
3. Abuse of relief or lunch periods.
4. Punching another employee's time card.
5. Stealing from employees, the Hospital or patients.
6. Use of narcotics.
7. Drinking on the job or being drunk on the job.
8. Failure to wear protective equipment where instructed and required.
9. Failure to perform the duties of your job or refusing to follow reasonable orders.
10. Posting or removal of Bulletin Board notices without authorization.
11. Fighting on Hospital property, except in self-defense.
12. Violation of Hospital parking regulations.
13. Falsifying Hospital records or disclosing confidential information concerning patients.
14. Failure to observe safety rules, instructions or to use protective safety equipment when properly instructed.
15. **An employee who fails to call in or report for work without just cause for three (3) consecutive scheduled working days shall be considered to have voluntarily resigned.**

EXHIBIT "C"

All temporary vacancies shall be filled that have been historically filled as listed below:

OFFICE:

1. Cashier
2. Admitting Clerk
3. **Computer Operator**
4. Switchboard Operator

DIETARY:

All Classifications

HOUSEKEEPING:

1. **Sewing Room Leader**
2. Maid
3. Janitor (when scheduled in laundry and when scheduled alone)
4. Janitor Incinerator
5. Surgery Maid
6. Seamstress
7. Bed Maid

LAUNDRY:

All classifications except Laundry Assistant

MEDICAL RECORDS:

1. Discharge Clerk
2. File Clerk
3. Admissions Clerk
4. **Transcriptionist**

MAINTENANCE:

1. Maintenance Man

EXHIBIT "D"
BUSINESS OFFICE (BILLING CLERKS)

Area Location	Shift- Monday thru Friday
Inpatient Medicare	8 am to 4 pm
Inpatient Blue-Cross	8 am to 4 pm
All outpatient Insurances	8 am to 4 pm

1 Swing
4 Floats
3 Part-time

DIETARY (KITCHEN ASSISTANTS)

Area Location	Shift
Pots & Pans	7 am to 3 pm
Dishroom	7 am to 3 pm
Dishroom	11:30 am to 7:30 pm
Storeroom	11:30 am to 7:30 pm
Dishroom	3:30 pm to 7:30 pm
Tray Line	3:30 pm to 7:30 pm

1. 7 Swings
2. 3 Floats
3. 4 Part-time

HOUSEKEEPING (MAIDS)

Area Location	Shift
1 - Sewing Room	6 am to 2 pm
2 - Second Floor	6 am to 2 pm
2 - Second Floor	6 am to 2 pm
3 - Third Floor	6 am to 2 pm
3 - Third Floor	6 am to 2 pm

EXHIBIT "D"
HOUSEKEEPING (MAIDS)

Area Location	Shift
4 - Peds	6 am to 2 pm
5 - OB	6 am to 2 pm

7 - Mental Health	6 am to 2 pm
8 - Lab	6 am to 2 pm
11 - Lobby	6 am to 2 pm
12 - Halls	6 am to 2 pm
14 - ICU	6 am to 2 pm
6 - Nights	3 pm to 11 p.m.
1 - Staff Floats (3)	
2 - Swing (3)	
3 - Part-time (3)	

**EXHIBIT E
EXAMPLES OF ARTICLE VI
PARA F-5**

Perm Class.	Hrs. Offered In Perm. Class.	Temp. Class.
<u>10R</u>		
20B	40	0
<u>50R</u>		
20B		

Hours offered in permanent classification must be reflected in the permanent classification so if there are no hours offered or worked in temporary there is nothing to offset hours offered in permanent classification and therefore those hours must be charged in the red.

<u>10R</u>	40	<u>20R</u>
20B		10B
<u>40R</u>		
30B		

The red hours offered in temporary classification are dropped and not used. The black hours are subtracted from hours offered. If the hours offered are greater than the black hours than the balance is charged to the red in permanent classification and the offsetting black is charged to the black.

<u>10R</u>		<u>50R</u>
20B	30	60B
<u>10R</u>		
50B		
<u>0R</u>		<u>10R</u>
60B	0	100B
<u>0R</u>		
60B		
<u>20R</u>		<u>10R</u>
30B	110	100B
<u>30R</u>		
130B		

EXHIBIT F

MONTH OF HIRE	# PL'S	# PL'S	# PL'S	# PL'S
	EFF.	EFF.	EFF.	EFF.
	7-1-80	7-1-81	7-1-82	7-1-83
July-Aug. 1979	5	7	8	8
Sept.-Oct. 1979	4	7	8	8
Nov.-Dec. 1979	3	7	8	8

MONTH OF HIRE	# PL'S	# PL'S	# PL'S	# PL'S
	EFF.	EFF.	EFF.	EFF.
	7-1-80	7-1-81	7-1-82	7-1-83
Jan.-Feb. 1980	2	7	8	8
Mar.-Apr. 1980	1	7	8	8
May-June 1980	0	7	8	8
July-Aug. 1980		7	8	8
Sept.-Oct. 1980		6	8	8
Nov.-Dec. 1980		5	8	8
Jan.-Feb. 1981		4	8	8
Mar.-Apr. 1981		3	8	8
May-June 1981		2	8	8
July-Aug. 1981			8	8
Sept.-Oct. 1981			7	8
Nov.-Dec. 1981			6	8
Jan.-Feb. 1982			5	8
Mar.-Apr. 1982			4	8
May-June 1982			3	8

