

4/30/83

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Agreement


BETWEEN

ALPENA GENERAL HOSPITAL
Alpena, Michigan

and the

**INTERNATIONAL UNION
UNITED STEELWORKERS OF AMERICA
AFL-CIO
LOCAL 206A**

July 1, 1980 to June 30, 1983

*Alpena General Hospital
1501 Cheshelm St.  29
Alpena, Michigan 49707*

Alpena General Hospital



INDEX — 206A

	Art.	Page
Access, International Rep.	IV	29
Agency Shop	I	5
Agreement, Certification of	XVIII	69
Arbitration Procedure	IV	25
Assessments	I	6
Assignment of Work, Reg. Part-time	III	15
Blue Cross/Blue Shield	X	52
Breaking in Period	III	17
Bulletin Boards	XVI	65
Certification of Agreement	XVIII	69
Check Off	I	6
Coffee Breaks	VI	31
Compensatory Days	VIII	41
Cost of Living Adjustment	XVIII	69
Dental Insurance	X	53
Discipline	XV	64
Dues and Fees	I	6
Duration and Renewal	XVIII	68
Educational Leave of Absence	XIII	60
Exhibit A — Wages		72
Exhibit B — General Rules		73
First Aid	XIV	63
Float Waiver	III	13
Funeral Leave	XI	56
Government Laws	XVII	68
Grievance, Defined	IV	24
Grievance, Monetary Claim	IV	28
Grievance, Persons Involved	IV	23
Grievance Procedure	IV	24
Grievance, Representation	IV	23

INDEX — 206A (Continued)

	Art.	Page
Grievance, Third Step	IV	26
Grievance, Time Off For	IV	29
Health Program	XIV	62
Holidays	VIII	41
Holiday Pay	VIII	41
Holiday Pay, Minimum	VIII	44
Holiday, Regular Part Time	VIII	44
Hours & Overtime	VI	30
Hours of Work	VI	31
Initiation Fees	I	6
Inservice Education	XIII	61
Insurance, Blue Cross/Blue Shield	X	52
Insurance, Dental	X	53
Insurance, Liability	X	53
Insurance, Life	X	52
Insurance, Medicare	X	55
Insurance, Sick & Accident	X	53
International Representative, Access	IV	29
Jury Duty	XI	57
Layoff & Rehiring	III	19
Leaves of Absence	XIII	58
Letter of Intent	III	15
Liability Insurance	X	53
Life Insurance	X	52
Longevity Benefits	VII	39
Lunch Period	VI	31
Management Rights	II	7
Maternity Leave of Absence	XIII	61
Medical Leave of Absence	XIII	59

INDEX — 206A (Continued)

	Art.	Page
Medication, Cost of	X	53
Medicare Insurance	X	55
Minimum Pay	VI	36
Other Conditions of Employment	XVI	65
Overtime & Hours	VI	30
Overtime Distribution	VI	36
Part-Time Classification Lists	III	21
Part-Time Employee, Defined	VI	32
Pay Days	VII	39
Personal Paid Leave Days	IX	50
Personal Leaves of Absence	XIII	60
Political Office LOA	XIII	60
Pool Classification Lists	III	21
Pool Float Employee, Defined	VI	33
Pool Employee, Defined	VI	33
Premium, Shift	VII	37
Probationary Period	III	8
Recognition	I	5
Records Maintenance Fee	I	6
Rehire, Layoff	III	20
Representation & Grievances	IV	23
Reserve Fund	VI	35
Retirement, Defined	X	55
Retirement Plan	XII	58
Rules and Regulations Exhibit B		73
Safety & Health	XIV	62
Safety & Health Committee	XIV	63
Safety & Health, Physical Exams	XIV	62
Schedules	VII	37
Seniority, Definition	III	8
Seniority, Departmental	III	11
Seniority, Hospital Staff	III	9

INDEX — 206A (Continued)

	Art.	Page
Seniority Lists	III	21
Seniority, New Employee	III	8
Seniority, Probationary Period	III	8
Seniority, Staff Classification	III	10
Seniority, Terminated	III	9
Shift Premium	VII	37
Sick & Accident Insurance	X	53
Sick Leave of Absence	XIII	59
Staff Employee, Defined	VI	32
Staff Vacancy, Filling	III	14
Standby Pay	VI	35
Stewards, Union Business	IV	29
Strike & Violations	V	29
Summer Employees	XVI	67
Surgery Employees, Standby Pay	VI	35
Temporary Vacancies & Transfers	III	22
Transfers	III	16
Union Business LOA	XIII	58
Union Dues & Fees	I	6
Vacancy, Local 204	III	16
Vacancies, Staff	III	14
Vacancies, Temporary	III	22
Vacations	IX	44
Vacation Allowances	IX	45
Vacation Eligibility	IX	44
Vacation Pay	IX	46
Vacation Year Defined	IX	49
Volunteer Organizations	II	7
Wages	VII	37
Wages, Change	VII	38

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. The Hospital recognizes the union as the sole and exclusive bargaining representative for all employees in the classifications listed in Schedule A but excluding all Registered Nurses 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 employment, 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 deductions 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. A list of the employees names from whom dues, initiation fees and service fees have been deducted shall be furnished the International Treasurer of the Union at the time that the dues, initiation fees and service fees are remitted. This shall be done within one week after payday.

5. **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

Hospital seniority, Staff seniority and Department seniority are defined in paragraphs C, D and E below. The Hospital shall follow a policy of preference as to a layoff, rehiring, filling vacancies and new jobs and choice of vacation period based upon seniority and the other principles set forth below.

B. PROBATIONARY PERIOD

1. The Hospital seniority of a new employee shall be established after thirty (30) days of continuous employment and shall begin as of the most recent date hired.

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 F, (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.

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 2 below. When two or more people are hired and report for work on the same day, their Hospital seniority shall be determined by drawing lots in the presence of the Hospital 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. All Hospital seniority shall be terminated 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 G (6).
- 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 call in or report for work for three (3) consecutive working days without just cause.

f. An employee is absent for a continuous three (3) year period due to injury or disease for which Worker's Compensation is payable.

g. An employee who is absent for a continuous two (2) year period due to personal injury or illness.

h. An employee who is absent for a continuous two (2) year period due to job related education.

3. Any person whose seniority has been terminated as provided in paragraph 2 and who later is re-employed shall be considered in every respect as a new employee and a new Hospital seniority date shall be established based on the date of rehiring.

D. STAFF SENIORITY

1. Staff seniority is defined as the length of an employees continuous employment as a staff employee within one of the classifications of the Hospital listed below. Separate staff seniority lists shall be maintained for the following groups of employees.

- a. Licensed Practical Nurses
- b. Nurse Aides
- c. Orderlies
- d. Ward Clerks
- e. Ward Helpers

- f. Nursing Office Time Clerk
- g. **Mental Health Secretary**

2. An employee's staff seniority shall accumulate continuously from the date the employee is assigned (as defined in Article III, F 6) or signs a permanent job posting and is selected and employed as a staff employee in one of the classifications listed above in sub-paragraph 1 until terminated by any of the circumstances in sub-paragraph 3 below.

3. Staff seniority shall be terminated:

- a. When the employee's Hospital seniority is terminated under Paragraph C, sub-paragraph 2.
- b. When an employee is transferred to another classification due to licensing or her own request; provided that their original staff seniority shall be maintained for not over 30 working days to permit a trial period in her new classification. This provision is applicable to all permanent transfers herein.
- c. When an employee is transferred to part-time or **Pool** at her own request.
- d. When an employee is on an educational leave of absence for a period of six (6) months or more.

4. When two or more employees begin accumulating staff seniority in the same classification on the same day their staff seniority, as to each other, shall be determined by their Hospital seniority.

E. DEPARTMENT SENIORITY

1. Department seniority is defined as the length of an employee's continuous employment within one of the departments of the Hospital listed below. Sepa-

rate departmental seniority lists shall be maintained for the following groups of employees:

- a. Mental Health
- b. Obstetrics
- c. SCU
- d. Second Floor
- e. Third Floor
- f. Emergency Room
- g. Operating Room & Recovery
- h. Pool Department
- i. Pediatrics
- j. Central Service

2. An employee's department seniority shall accumulate continuously from the date she is assigned (as defined in Article III, F 6) or signs a permanent job posting and is selected and employed in such department until terminated by any of the circumstances in sub-paragraph 4 below. Pool Department employees shall accumulate department seniority from the date of hire into the Pool.

3. When two or more employees begin accumulating department seniority on the same day, their department seniority, as to each other, shall be determined by their Hospital seniority.

4. Department seniority shall be terminated:

- a. When the employee's Hospital seniority is terminated under Paragraph C, sub-paragraph 2.
- b. When an employee is transferred to another classification or department due to licensing or her own request; provided that their original departmental seniority shall be maintained for the breaking in period in her new department.

- c. When an employee is transferred to part-time status.
 - d. Whenever an employee is absent for a period of longer than six (6) months on a layoff, educational leave, **political leave and personal leave.**
 - e. **Whenever an employee is absent for a period of longer than eighteen (18) months on a leave for Worker's Compensation, injury or personal illness, and long term leave for Union business.**
5. When an employee's departmental seniority has been terminated, and she is later employed in the same department, a new department seniority date shall be established for her based on the date of her reassignment in such department.
6. A "Float" is defined as an employee who desires experience or retraining in other departments and as such is an addition or exchange in that department. Employees who desire so may sign a Waiver of Notice to be a Float. Three such waivers may be taken a year, either separately or consecutively, in units of one complete schedule and each unit must be in only one department at a time. The "Float" shall be returned to their original department at the conclusion of their waiver. The Hospital shall retain the final decision as to when and to what department such "Float" shall be placed, however, they shall not be transferred for the duration of their waiver.
7. Employees on "Float" shall accumulate and retain departmental seniority.
8. Those orderlies who fill the off days of staff orderlies in more than one area shall receive departmental seniority in the Department on which the majority of their hours are scheduled.

F. FILLING PERMANENT STAFF VACANCIES

1. The hospital agrees and certifies that it is not its intention to operate any patient care unit with inadequate employee staffing and will use all means at its command to avoid having any such department understaffed.

2. A job shall be considered permanently vacant when the employee holding the job has quit, is discharged, demoted, transferred or is absent **and loses department seniority** or when it is a newly created job. All other vacancies shall be considered temporary.

3. a. When permanent vacancies occur, the Hospital shall post a notice within three (3) working days on the bulletin board in the area of the time clock for five (5) working days, describing the job, shift, rate and department and advising that applications will be accepted from employees within the Hospital. Following the posting's removal, the vacancy shall be filled at the time of the next posted schedule, primarily on the ability to perform the requirements of the job with: 1) the employee within the classification having the greatest departmental seniority in the department for which the job is posted being given preference 2) second preference shall be given to the employee within the classification having the greatest staff seniority regardless of department. 3) **third preference shall be given to Staff employees with the greatest hospital seniority regardless of classification.** 4) **fourth preference shall be given to part-time employees in accordance with paragraph 6 below.** 5) **fifth preference shall be given to Pool employees with greatest Hospital seniority.**

b. Employees returning from vacation shall have three (3) working 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 and applications may be made in the Personnel Office. Filling of a previously posted and filled vacancy by an employee returning from vacation shall automatically return affected employees to their former positions.

c. In order to expedite the above procedures, whenever employees accept permanent vacancies and are to fill the vacancies at the start of the next schedule, the Hospital shall, within three (3) working days, post their job as a permanent vacancy.

4. All part-time employees who desire staff status will submit a form Letter of Intent of desire for staff position. Form letters shall be available at the Personnel Office, and their use shall be fully explained to new hires. Such Letter of Intent may be revoked at any time by the employee by written notice to the Personnel Office.

5. Part-time employees shall only be entitled to apply for job vacancies which are posted if they have previously filed a Letter of Intent for staff opening in the Personnel Office.

6. Vacancies not filled by staff employees shall be filled in the following manner: When a vacancy exists that cannot be filled by posting, the Hospital will notify all part-time employees who have signed the Letter of Intent described above of the existence of the department opening. Such notice shall be given in writing, mailed by regular mail to the address given by the employee. Employees who desire the department opening shall notify the Personnel Office within five (5) days of the mailing of such notice. Such

vacancy shall be awarded to the most senior part-time employee, within the classification, who has indicated within the time required that they desire to take the job offered. Should no employee apply for a permanent vacancy through the normal posting procedure, the Hospital reserves the right to permanently assign the senior pool employee in the classification to the job.

7. Copies of signed postings shall be sent to the Chairman of the Grievance Committee within five (5) days after postings are signed, and the name of the employee filling such posting will be circled.

8. Whenever a permanent or **Pool** 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.

9. Whenever necessary the Hospital shall provide in-service education to retain employees to perform any of the services or duties included within their classification.

10. Any employee transferred to a new job or department shall have a breaking in period of up to two 4 week work schedules, except that those on surgery service shall have three 4 week work schedules breaking in period. Any employee transferred to a different shift within their department shall have a breaking in period of one 4 week work schedule. During this time if the employee is not retained in the new job or decides not to accept the vacancy or shift change, they shall be reinstated in their former job or shift in the following manner:

- a. By the end of two weeks of their breaking in period, any employee who has changed shifts within their department shall inform the Nursing Administration if they intend to stay on the shift or return to their former shift at the start of the next 4 week work schedule.
- b. Any employee transferred to a new job or department shall also have the option to inform Nursing Administration by the end of the two weeks of their breaking in period if they intend to return to their former job at the start of the next 4 week work schedule.

- c. Any employee transferred to another job or department other than surgery shall inform Nursing Administration by the end of six weeks of their breaking in period if they intend to remain on the job or return to their former job.
- d. Surgery employees shall also have the option to inform the Nursing Administration by the end of six weeks of their breaking in period if they intend to return to their former job at the start of the next 4 week work schedule.
- e. Surgery employees shall inform the Nursing Administration by the end of ten weeks of their breaking in period if they intend to remain on the job or return to their former job at the beginning of the next 4 week work schedule.
- f. Failure to notify Nursing Administration at least two weeks prior to the end of a complete breaking in period shall constitute acceptance of the job or change of shift.
- g. The above provisions shall not disqualify an employee from bidding on any permanent vacancy which is posted during said employee's breaking-in period.
- h. An employee who fails to work a minimum of one-half ($\frac{1}{2}$) of the working days in their breaking-in period shall forfeit their bid to the vacancy.
 - 1. Employees on vacation shall be allowed to start or complete, whichever the case may be, their breaking-in period when they return; either by finishing a schedule or completing a new schedule or schedules.
 - 2. Employees off because of sickness, injury or

maternity leave shall have to complete their breaking-in period, as defined above, by the end of **fifty-six (56) or eighty-four (84)** calendar days, whichever the case may be, or else forfeit their bid to the vacancy.

G. LAYOFF & REHIRING

1. When a reduction in the work force is necessary staff employees with the greatest Hospital seniority may take the layoff if they desire provided the employees remaining possess skills and abilities necessary to perform the work normally performed by the senior employees taking such voluntary layoff. Such layoff shall extend for a period of 60 days or the necessary length of the layoff if sooner. After 60 days, the senior employee shall be returned to her position.

2. Should insufficient numbers of staff employees request voluntary layoff, part-time employees shall be laid off in accordance with Hospital seniority.

3. If a further reduction in the working force is necessary, Staff and Pool employees shall be laid off in accordance with Hospital seniority: that is, the employee with the least Hospital seniority shall be laid off first etc. In selection of employees for layoff, the Hospital shall be obligated to retain those employees with the greatest Hospital seniority, provided such employees have the ability and qualifications and are physically able to perform the duties of the job which is open.

4. Whenever any employee is to be laid off, the Hospital shall notify the president of Local Union 206A at least 48 hours in advance of such layoff and meet within the 48 hours with the Grievance and Negotiation Committee to discuss the circumstances and anticipated length of the layoff.

If the layoff involves more than five (5) employees the International Representative shall be invited to attend the meeting.

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

In the administration of the above, the following call-back procedure and/or sequence shall be observed: Staff and Pool shall be rehired first; Part-time shall be rehired next; staff on voluntary layoff shall be rehired last according to their inverse Hospital seniority and also in conformance with the sixty (60) days period under sub-paragraph 1.

6. 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 she shall be given a minimum of five (5) days work, after which the proper person could come in to work.

7. Notwithstanding any of the seniority rules contained herein, the Union President and Chairman of the Grievance Committee shall, during their terms of office, be placed at the head of their staff seniority list, provided that they are staff employees and provided that this preferential seniority shall be only for

the purpose of determining layoffs and rehiring. The Chairman of the Grievance Committee shall be placed on the day shift if the needs of the classification will permit.

8. Staff employees on layoff shall be placed at the top of the part-time employee seniority list.

H. SENIORITY LISTS

The Hospital will furnish a current list of employees which shall include the employee's name, Hospital seniority date, staff seniority date, department seniority date and rate of pay. Seniority lists for each department will be posted on their bulletin boards. Such lists will be revised every six months. Copies of lists will be given to the International Representative, President of Local Union 206A, 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.

I. PART-TIME AND POOL CLASSIFICATION LISTS

1. Part-time and Pool classification lists shall be maintained in the Personnel Office indicating the most recent date of hire into the part-time and pool status, **Hospital seniority**, days worked in previous month, classification, rate of pay, and current Letter of Intent.

A copy shall be sent every month to the President and Chairman of the Grievance Committee of Local 206A and to the International Representative.

2. The part-time and pool employee classification lists will be revised monthly. The Union shall have the right to protest the accuracy of such list within 30

days from the date of this Agreement or from any future revisions.

J. TEMPORARY VACANCIES AND TRANSFERS

1. A job shall be considered permanently vacant when the employee holding the job has quit, is discharged, demoted, transferred, **loses department seniority** 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 filled as provided herein.

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

4. 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.

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

6. a. Scheduled temporary vacancies including vacations and regularly scheduled off days for staff employees shall primarily be filled by part-time employees.

b. Unscheduled temporary vacancies and leaves of absence of one or more weeks shall primarily be filled by pool employees. They may also be used for vacation coverage.

7. Temporary transfers to cover in other departments, necessitated by temporary vacancies and additional help shall not terminate an employees departmental seniority. Such transfers shall be made

using pool department and part-time employees. The Hospital agrees to apply the above clause in good faith by guarding against being understaffed. Should it become absolutely necessary to transfer a Staff employee, the transfer shall be offered to all staff employees in the department within the classification in which the vacancy exists and on that shift before requiring the junior employee who is not in orientation to take the transfer. The employee transferred shall receive \$4.00 if such transfer exceeds two (2) hours. The above is qualified in that the transfer fee shall not apply to pool employees, **but shall apply to Pool Float employees starting with the second transfer.**

8. The Director of Nursing shall furnish each month to the Chairman of the Grievance Committee, a list of all temporary transfers of Staff employees indicating the names of employee, dates of each transfer, departments transferred to, and reason for each transfer.

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 there shall be one (1) steward for each of the following groups:

1. Night shift
2. Afternoon shift
3. Second floor - days
4. Third floor - days
5. Operating Room and Recovery
6. Obstetrics & Pediatrics

7. Emergency Room, Central Service and ICU
8. Mental Health
9. **Pool & Part-time**

B. The Grievance and Negotiating Committee and Stewards shall be compensated for all working time lost in adjusting grievances or in contract negotiations. Scheduled time and call time lost due to negotiations by part-time employees shall be paid and count as time worked for computation of all benefits.

The Grievance and Negotiating Committee shall be compensated at their regular straight time hourly rate for all non-working time spent in joint session in contract negotiations and/or grievance meetings, and the Chairman of the Grievance Committee shall be compensated at her regular straight time hourly rate for all non-working time spent in connection with joint (administrative personnel) grievance conferences or meetings.

C. The Union will notify the Hospital in writing of 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 classifications until she has completed her 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 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 House Supervisor **and/or Charge Nurse**, 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 House Supervisor with the Steward shall take place and try to effect a settlement. The Chairperson of the Grievance Committee may substitute for other Stewards in case of absence only.

2. If Step #1 does not effect a settlement, then within four (4) working days from such meeting the grievance shall be reported to the Chairman of the Grievance Committee who shall reduce the grievance to writing and a copy given to the Director of Nursing. The Union Grievance Committee together with the Director of Nursing shall meet within five (5) working days and try to resolve the matter. The Director of Nursing shall give the Chairman of the Grievance Committee at least 48 hours advance notice of such meeting. Within five (5) working days from the conclusion of such meeting, the Director of

Nursing shall give a written and signed answer on all copies of the grievance. 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.

3. If Step #2 does not effect a settlement then within seven (7) days from the 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 seven (7) days after conclusion of this meeting, the Director of Personnel shall submit to 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 re-

sponsibility 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 M.E.R.C. 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 her Supervisor, 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 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 the Charge Nurse, but shall not leave until a substitute worker is provided in their place, if necessary. The Charge Nurse 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.

ARTICLE VI Hours & Overtime

A. The normal workweek shall consist of not less than forty (40) straight time hours per staff employee and shall begin with the first shift starting Sunday a.m. and ending with the last shift starting Saturday p.m. except where otherwise stated. The normal work shift for all employees shall be eight (8) hours. Should conditions arise whereby the weekly hours must be cut to less than 40 hours for Staff or a reduction of force, or less than 8 work days per schedule for part-time, the matter shall be subject to negotiations between the Union and the Hospital at a meeting prior to any change. Employees' work schedules shall be posted in their department seven (7) days prior to the start of their schedule and before the end of the 7-3 shift and shall reflect no more than five (5) consecutively scheduled workdays. Revisions to the schedule due to Personal Leave days, etc., shall be noted on the master posted schedule. Any change thereafter shall be by mutual consent of the parties hereto. New schedules shall be subject to the Grievance Procedure as to their reasonableness to the employees involved.

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

2. There shall be a paid thirty (30) minute lunch period; however, employees subject to call as per past practice.

3. All employees working full or partial shifts on Saturday shall receive a \$6.00 premium (**effective July 1, 1981 this shall be changed to \$8.00**) per shift. All employees working full or partial shifts on Sunday shall receive \$8.00 per shift. For the purpose of this paragraph, the days are defined as the 24 hour period beginning at 11 p.m. on the preceding evening. Exception to this is if an employee works only four (4) hours at their request they shall receive only one-half ($\frac{1}{2}$) of the premium for that day.

4. Employees unable to work their scheduled day and/or desiring to trade working days and/or shifts must fill out and submit for approval a formal exchange slip which may be obtained in the Nursing Office.

5. Employees shall not trade shifts or working days without the express permission of Nursing Administration or a House Supervisor.

B. 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.

1. Hours worked on a day off (scheduled or unscheduled) shall count for the over eight (8) in twenty-four (24) hours clause and also the over forty (40) hours per week clause.

2. 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.

3. Hours worked over eight (8) in a twenty-four (24) hour period on a day of scheduled work do not count in computing weekly overtime.

4. Scheduled hours and/or days lost because of paid vacation, personal leave days, funeral leave days, comp days and short term union leave shall be counted as hours worked or as days worked (8) hours in computing daily and weekly overtime.

C. Definition of employees for purposes of this Agreement.

1. Staff Employees: Employees who have bid and received permanent vacancies or Pool employees who have been placed in permanent advertised vacancies because of no bids.

a. No more than one (1) shift shall be worked by any staff employee on one schedule except by consent of that employee. Staff employees shall not be regularly scheduled to rotate between shifts unless the parties hereto mutually agree to establish a swing shift job.

b. Staff employees shall be scheduled off a minimum of every third Saturday and Sunday weekend.

2. Part-time employees shall be scheduled for **ten (10) days** on each four (4) week schedule (**except for their orientation**) with the option to accept call-ins. They shall work in any Department.

- a. Part-time employees shall be scheduled for no more than two (2) shifts per four week schedule.
- b. Part-time employees shall be scheduled off a minimum of every fourth Saturday and Sunday weekend.

3. Pool Float Employees: Employees who shall be scheduled forty (40) hours per week and may be scheduled in more than one Department but shall not be scheduled on more than two (2) shifts per schedule.

- a. Pool Floats shall be scheduled off a minimum of every third Saturday and Sunday weekend.
- b. Pool Floats shall be entitled to all of the fringe benefits that Staff receive except Comp Days.
- c. Pool Floats shall not be used to eliminate Staff positions or prevent their creation.

4. Pool Employees: Employees in the Pool Department who shall, within reason, be required to work in any Department but not more than two (2) shifts per schedule. They shall average not less than 144 hours of work in twelve (12) pay periods and shall be required to work a minimum of thirty-two (32) straight time hours per workweek if scheduled or called. They shall have the option to take call-ins for hours over thirty-two (32) in the week. During orientation Pool employees will be scheduled forty (40) hours per week.

- a. Pool employees shall be scheduled off one weekend per four (4) week schedule, however, they shall not be scheduled for more than four (4) consecutive weekends. They may be called and offered available hours on such weekend.

Such hours, if refused, shall not be computed as part of the required minimum hours.

- b. Pool employees shall be subject to disciplinary action for refusal to work when requested and shall be subject to discharge if habitually unavailable.

5. Staff employees shall be entitled to all of the benefits of this Agreement unless expressly provided otherwise. Part-time and pool employees shall be entitled to all benefits of this Agreement except such limitations as are placed on them.

6. **In the event a vacancy cannot be filled through the posting procedure the vacancy shall be filled by hiring from outside sources through the pool.**

7. The number of employees on part-time status shall be **twenty-five (25)** and there shall be no additional part-time employees unless by mutual written consent of the parties hereto.

8. When permanent part-time vacancies occur, such vacancies shall be filled in the manner described in Article III, Section F. Staff employees may apply for and fill permanent part-time vacancies according to their staff seniority regardless of department. The job posted shall be the opening as determined by Nursing Administration and present part-time employees may exercise their shift preference according to their Hospital seniority.

9. In the event that no Staff employee signs a part-time posting, such posting **may be filled by the most senior Pool Employee within the classification who desires the vacancy.** Once applied for, the job shall be filled at the beginning of the next four (4) week work schedule. **Employees going from Staff**

to part-time shall be entitled to a breaking-in period of one working schedule.

D. Surgery Employees, Standby Pay and Reserve Fund.

1. Employees in the Surgery Department who are assigned standby duty shall be paid at the rate of **\$15.00** for each day of standby duty. Standby each and every day shall be a 24 hour period commencing at 7 a.m.

2. Reserve Fund:

a. A reserve fund will be maintained for each employee in surgery who participated in regular standby. All hours in the fund shall be straight time hours and both debits and credits shall be accounted for.

b. An employee on standby on Saturday, Sunday or a holiday shall be credited with eight (8) straight time hours to her reserve fund for each day. Such credit shall be in addition to pay for hours worked.

c. Employees who complete their duties in surgery and leave before completing eight hours of work shall be paid for eight hours of work and the hours not worked shall be deducted from the employee's reserve fund.

d. An employee's reserve fund shall never exceed eighty (80) hours credit or debit.

e. An employee may elect to have hours worked credited to her reserve fund. If the reserve fund balance exceeds 80 hours, or the employee does not have a deficit balance, and so elects, she shall be paid for credit hours as well as hours worked.

3. All call-out time shall be computed at a minimum of two (2) hours for each call-out; such call-out

shall be credited in the reserve fund. All time worked over eight (8) hours in any 24 hour period shall be paid at time and one-half (1½).

4. Should an employee quit, be discharged, retire or die, their hours in the fund shall be paid to their heirs. In the event of a deficit of hours upon quitting, the employee shall reimburse the Hospital.

E. 1. Any employee ordered and reporting for work at any time, except as provided in paragraph D 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. An employee called to fill a vacancy within the first four hours of a shift, who reports within one hour of the call, shall be paid on the same basis as if such employee had worked the entire shift.

3. Employees reporting for work on 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.

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

F. Distribution of Overtime

1. Overtime shall be distributed among employees in the same classification within the department on as equitable a basis as possible. Whenever practical,

the person with the least amount of overtime hours shall be asked first.

2. A chart for each department shall be maintained and kept posted in each department, revised at the end of each pay period, showing overtime hours worked, overtime hours offered and not worked and also the total unscheduled overtime hours available to each employee but not worked through no fault of the Hospital. Refusals of overtime shall be circled.

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 shall start at 30¢ per hour less than the rate shown for Schedule A and receive a 10¢ wage increase after 30 days and a 20¢ per hour increase after 60 days. If assigned to the Pool they shall receive the 5¢ per hour premium. Schedule A shall reflect an increase in all classifications in the amount of 44¢ effective 7/1/80; 44.5¢ effective 7/1/81 and 45¢ effective 7/1/82.

B.

Period	Period Covered	Shift Premium	Effectivec July 1, 1981
1	7 a.m. - 3 p.m.	0	0
2	3 p.m. - 11 p.m.	20¢	30¢
3	11 p.m. - 7 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.

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

G. 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.

H. 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 com-

plete 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.

It is understood that the first qualifying year for the change in this benefit will be July 1, 1977 to June 30, 1978 and that the first payment will therefore be made in December of 1978.

5. Only those employees who have received pay for 600 hours or more in the preceding years will receive longevity payment.

Hours not paid for on short term Union absences shall be included in the computation of 600 hours.

6. Longevity payment will be received on approximately December 1 of each year.

7. To qualify for the December 1 payment the necessary years must have been accumulated by the preceding July 1. In case the employee leaves the service of the Hospital prior to December 1, the payment shall be included with the separation payment.

8. An employee who leaves the service of the Hospital shall be entitled to prorated longevity payment.

9. For employees hired prior to 7-1-77, years in which an employee has been paid for 600 hours will count as a year toward future accumulation for the purpose of longevity payment as long as there has been no interruption in service at Alpena General Hospital. For employees hired after 7-1-77, years in which an employee has been paid for 1000

hours will count as a year toward future accumulation for the purpose of longevity payment as long as there has been no interruption in service at Alpena General Hospital.

ARTICLE VIII Holidays

A. The following days shall be recognized as holidays: New Years Day, **Washington's Birthday**, Good Friday, Memorial Day, Independence Day, Second Friday in August, Labor Day, Thanksgiving Day and Christmas Day.

B. 1. Staff 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 performed work on their last scheduled workday preceding the holiday and also on their first scheduled workday following the holiday; provided, however, that absence due to illness, personal leave day, compensatory day, short term Union leave and

Worker's Compensation leave provided such leave does not exceed six months, or other compelling personal reason, shall not disqualify an employee for holiday pay if they meet all of the other conditions stipulated. Such absences shall not be abused by employees.

- 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, comp 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.

3. a. 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. Such rate shall be in lieu of and not in addition to holiday pay for holidays not 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.

- b. Staff employees may, at their option, elect to receive holiday pay in one of two ways: (1) when scheduled to work, receive $1\frac{1}{2}$ times their straight time hourly rate for the holiday hours worked and accumulate a compensatory day off, and when not

scheduled to work, receive no holiday pay and accumulate a compensatory day off, such compensatory days off to be paid for when taken at the rate of 8 hours straight time pay; or (2) when scheduled to work, receive 2½ times their straight time hourly rate for the holiday hours worked, and when not scheduled to work, receive 8 hours straight time holiday pay. All staff employees must sign a statement as to which option they wish, and such statement once signed shall be effective for a minimum of 6 months. All compensatory time off accruing after July 1 must be used by the following June 30. Compensatory days must be requested 10 days in advance of the posting of a schedule and may be granted, providing total numbers off are subject to the approval of the Director of Nursing. If too many requests are received for the same day off, the first request submitted to the Nursing Office shall be granted. Compensatory time off may not be taken on another holiday, but shall be granted if tied to a vacation between July 1 and April 30. During the months of May and June, no compensatory days shall be granted if attached to the end of a vacation period and no more than five (5) comp days shall be attached to the beginning of a vacation. Compensatory days off may be taken in conjunction with Personal Leave Days only if such Personal Leave Day is requested at the same time as the compensatory day.

4. If an employee requests a PL on a holiday, she shall be paid for both the PL and the holiday, and therefore will not be allowed to accumulate a compensatory day.

5. For the purpose of this paragraph a holiday is defined as a twenty-four (24) hour period beginning at 11 p.m. on the eve of the holiday.

6. 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. Employees normally scheduled to work on a day which is a holiday, 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 bi-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.

D. 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-1 above.

ARTICLE IX Vacations & Sick Leave

A. ELIGIBILITY FOR VACATION

1. All employees, other than new employees and part-time employees, must work 1000 hours in the vacation year to be entitled to a vacation, provided for in paragraph B below. Days of **S & A Insurance**, paid Personal Leave days, jury duty, vacation time, compensatory days off, short term leave for Union business, 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.

3. Part-time employees shall be required to work for the Hospital at least 500 hours in the previous vacation year to be eligible to a vacation as per paragraph B-1.

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 vacation 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 to be received in total and **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 Director of Nursing who will prepare and post a vacation schedule for each 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 department-

al seniority in the department 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 vacation year. **First and second vacation choices must be selected for the first vacation period and forms returned to the Director of Nursing by April 30 so a master schedule can 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 time and allocations made based on department seniority. **Employees shall also at this time designate if they desire a week in unit of days.**

6. When employees split their vacation in units of weeks, seniority will govern the choice of one vacation period only. The interval 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. Vacation time for this bargaining unit will be allocated in the following manner: When possible three from each nursing department unit may be off at the same time.

Any employee with two (2) or more weeks of vacation may take one (1) designated week of vacation in units of days as per Paragraph B (5) and such individual day shall be taken with reasonable prior notice of 48 hours and approval of the Director of Nursing or her designee within 24 hours thereafter. The 48 hours prior notice on individual vacation days will be

waived when used in conjunction with illness, S & A Insurance or Worker's Compensation.

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. Written notice to this effect shall be given to the Chairman of the Grievance Committee. 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. Should this occur, the Chairman of the Grievance Committee shall be given written notice to this effect.

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 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. Part-time employees, as defined in paragraph C-2, Article VI, who have worked for the Hospital at least 500 hours in the previous vacation year shall be entitled to one-half of the vacation pay 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 IX.

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. Vacations may be taken at any time during the vacation year (July 1 to June 30) subject to the provisions of this Article.

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 the following:

Month of Hire	No. of P.P.L. Days	Part-time
July - August	5	2½
Sept. - Oct.	4	2
Nov. - Dec.	3	1½
Jan. - Feb.	2	1
March - April	1	½
May - June	0	0

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. Pool employees with one or more years of seniority on July 1, 1980 shall receive five (5) personal paid leave days. When a pool employee accepts a Staff or Float position (posting) they shall have their personal paid leave days increased each following July 1st in line with the leave days being received by those employees who were on Staff as of July 1, 1980.

4. Part-time employees with one (1) or more years of seniority as of July 1, 1980 shall receive

two and one-half (2½) personal paid leave days. Effective July 1, 1981 the personal paid leave days shall be increased to three and one-half (3½). Effective July 1, 1982 and thereafter the personal paid leave days shall be increased to four (4) days.

Part-time employees who accept a Staff position shall have their P.P.L. days increased each following July 1st in line with the leave days being received by those employees who were on Staff as of July 1, 1980.

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

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

7. 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.

8. Employees shall be entitled to use their P.P.L. days upon reasonable prior notice to the Director of Nursing. A request for such time off, made at least 48 hours in advance of the time off desired, shall constitute reasonable prior notice, except that requests for all P.P.L. days to be taken on the day of or in conjunction with a contractual holiday must be received in the Nursing Office 10 days in advance of the posting of the schedule in which the holiday falls.

It is further understood in cases of personal illness or family emergency situations, the 48 hour requirement will be waived. Consecutive personal days shall not be granted unless in case of employee illness or

family emergency or while awaiting Sick and Accident Benefits or Worker's Compensation benefits to commence. Any dispute in the application of this paragraph shall be taken up through the Director of Personnel and subject to Step #2 of the Grievance Procedure with the Director of Personnel included in such meeting.

9. In case of illness, an employee sent home by a doctor or House Supervisor may elect to receive one of their P.P.L. days in addition to their pay for hours actually worked. Such hours shall be paid at straight time.

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. **Newly hired pool employees who work 1000 hours shall thereafter be entitled to all insurance benefits in this Article that are accorded to Staff employees.**

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 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 206A 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 — 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 206A 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 Pool 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.

5. Employees with vacation days-at-a-time, P.P. Leave days and/or comp days may elect to use any of these days individually or consecutively to fill in the days before their S & A benefits begin. They must have applied for the S & A benefits and designate to the Hospital the days they desire to use.

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 of 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, stepparents, **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 and Pool employees, if scheduled or assigned to work on the agreed Hospital work schedule, will be permitted, upon notification to their House Supervisor, 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, compensatory 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. **Mileage expense to the employee shall not be used in computing the difference.**

Any employee who is subpoenaed for jury or court duty shall be compensated in full or part in accordance with the above.

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 206A.

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, with the following limitations:

1. **Upon expiration of eighteen (18) months, the employee, if staff, shall lose all Departmental Seniority, and shall be placed in the Pool with their Staff and Hospital seniority which would entitle the employee to work forty (40) hours per week. (Part-time employees shall lose their part-time status and be placed in the pool with their Hospital seniority.)**

2. **If any employee is off work for a continuous period of three (3) years all seniority shall be terminated.**

C. Leaves of absence without pay shall be granted for a period not exceeding thirty (30) 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, **with the following limitations:**

1. Upon expiration of eighteen (18) months the employee, if staff, shall lose all Departmental Seniority and shall be placed in the Pool with their Staff and Hospital seniority, which would entitle the employee to work forty (40) hours per week.

2. If any employee is off work for a continuous period of two (2) years all seniority shall 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. Nursing Administration may approve the use of comp time prior to the granting of the Personal Leave of Absence.

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. Employees desiring to attend workshops or seminars shall submit requests in writing to the Director of Nursing for consideration. When granting and/or requesting employees to attend workshops and seminars the Hospital shall follow a policy of rotation within the particular department to which the workshop or seminar applies.

Employees shall be given time off without loss of pay to attend such meetings and in addition shall be reimbursed for tuition and reasonable expenses agreed to in advance.

Inservice attendance requested by the Hospital shall be considered as time worked and paid accordingly.

I. 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.

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 Hospital management, for the protection of patients and the maintenance of proper health conditions. Such examinations will be at no cost to the employee. Employees shall also be entitled to free chest x-rays, VDRL blood test and flu shots.

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 206A, 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 206A shall be made available to the Safety and Health Committee at their regularly scheduled monthly meetings.

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. 1. The Hospital shall pay for all special nursing hours and/or time spent on trips when authorized by the Nursing Office in accordance with the rates and overtime provisions herein.

2. All perineal and abdominal preps on male patients shall be done by the orderly on duty in the Hospital except in the case of an emergency.

3. The Hospital agrees to provide an Orderly on all shifts at all times.

4. The Hospital agrees that it will make every effort, consistent with the availability of personnel, to have a minimum of two nursing employees on duty in the Mental Health Center at all times.

5. Employees in this Unit shall not be assigned to wash beds. However, it is understood that between the hours of 12:00 midnight and 6:00 a.m. there may be an occasional emergency situation which may require employees in this Unit to wash beds.

B. 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.

C. 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.

D. The Union may conduct Local and International elections at the Hospital provided they do not unduly conflict with the work at the Hospital.

E. 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.

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

G. All carts and beds shall be manned by two (2) employees when transferring patients when requested by affected employees.

H. Orderlies will not be regularly assigned patients on any shift. Irregular assignment of patients to orderlies will not be abused.

I. The Hospital shall make every effort to make available a medicine course and offer it to LPN's in

accordance with their seniority, at no cost to the employee for books and tuition.

J. There shall be an orderly in Mental Health at all times.

K. LPN's shall have the right to refuse taking charge of a department if they feel not qualified.

L. LPN students who have taken State Board Exams and have not been notified as to the result of same shall not pass medicine except under direct supervision.

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

N. An employee who is scheduled to work may not cancel out their scheduled workday or days to accept a position as a special duty nurse, without the consent of the Hospital.

O. Without the requirement 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 for any other benefits as provided in this Agreement.

P. 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 the Grievance Committee of Local 206A. 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.

Q. 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 in any way during or in connection with the Step #5 arbitration hearing of any grievance arising under the provisions of this Agreement.

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 judgment 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

Geraldine M. Curley
Howard H. Heimke
Robert L. Jason
John A. McVeety

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

Lloyd McBride
Lynn R. Williams
Frank S. McKee
Joseph Odorcich
Leon Lynch
Charles G. Younglove
Robert W. Kurtz
Linda Canfield
Avis Carlson
Gloria Morgan
Wayne Neumann
John Raniszewski

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 employees 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 CPU and the base CPI in accordance with the following table:

Adj. Date	Meas. Date	App. CP	Base CIP
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 CIP 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 Adjust-

ment 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 of the prior July 1.
- C. Be less than one-half ($\frac{1}{2}$) of the Cumulative Cost of Living Adjustment before application of paragraph 12.

SCHEDULE "A"
Schedule of Classifications &
Hourly Wage Rates

	7/1/80	7/1/81	7/1/82
Medication Licensed			
Practical Nurse	6.60	7.045	7.495
Licensed			
Practical Nurse	6.35	6.795	7.245
Nurse Aide	6.05	6.495	6.945
Orderlies	6.05	6.495	6.945
Ward Clerk	6.00	6.445	6.895
Ward Helper	5.90	6.345	6.795
Nursing Office Time Clerk	6.74	7.185	7.635
Mental Health Secretary	6.49	6.935	7.385

Employees performing work in the following categories shall be paid accordingly:

Emergency Room	6.40	6.845	7.295
Surgery	6.40	6.845	7.295
*House Orderlies	6.55	6.995	7.445
**House Ward Clerks	6.50	6.945	7.395

Pool Floats — Rate of their classification

Pool Employees — Five (5¢) cents above their classification rate

*House Orderly shall apply to 11-7 shift with third floor seniority. No transfer fee shall be due this employee. Per grievance #29, letter dated 5/7/74 from Hospital.

**House Ward Clerk shall apply to 11-7 shift with second floor seniority. No transfer fee shall be due this employee. Per grievance #29, letter dated 5/7/74 from Hospital.

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. **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.**

