

5/23/90

AGREEMENT  
BETWEEN  
BARAGA COUNTY MEMORIAL HOSPITAL  
AND  
MICHIGAN COUNCIL #25, A. F. S. C. M. E. , AFL-CIO

*Baraga County Memorial Hospital*

1988-1990

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AND  
MICHIGAN COUNCIL #25, A. F. S. C. M. E. AFL-CIO

THIS AGREEMENT, entered into on this 24th day of May, 1988 between the Baraga County Memorial Hospital (hereinafter referred to as the "Employer" and/or "Hospital") and Baraga County Memorial Hospital Employees' Chapter of Local 2088, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for references. )

PURPOSE AND INTENT:

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employee and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. RECOGNITION Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative during the term of this Agreement, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for permanent full-time and permanent part-time employees (as defined in this contract) of the Employer included in the bargaining unit described below:

All Nurse's Aides, Food Service Workers, Housekeeping Employees, Laundry Employees, Maintenance Employees, Ward Clerk, Medical Records Employees, Clerical Employees, Laboratory Techs, X-Ray Techs, X-Ray Tech Asst. /Clerks, Physical Therapy Aides, Respiratory Therapy Assts. but excluding Supervisors and all other employees.

The terms "employee" and "employees" as used herein shall refer to and include only those employees who are employed in the bargaining unit described in this section.

ARTICLE 2. HOSPITAL RIGHTS

A. The Hospital Management has the sole and exclusive right to manage and operate its facility in the most efficient and economic manner, including but not limited to all operations, activities and the direction of its working force of employees; with the right to hire, suspend, discipline, discharge for cause, promote, demote, assign, transfer, layoff, recall and relieve employees from duty for cause; to decide the number of employees; to establish policies, procedures and schedules of operations. Management has the right to maintain present or determine and introduce new or improved working methods, facilities or services. Management shall make every attempt to be reasonable

in its applications of these provisions.

Nothing in the above provision is intended to limit any other rights of the Hospital not specifically and expressly covered, including those exercised unilaterally in the past; provided that in the exercise of the above rights, the Hospital shall not violate any provisions of this Agreement.

B. The Hospital shall have the right to promulgate and to enforce rules and regulations which it considers necessary or advisable for the safe, effective, and efficient operation of the Hospital, so long as they are not inconsistent herewith; and any employee who violates or fails to comply therewith shall be subject to discipline or discharge provided the employee has been notified of the rule or regulation, subject to the grievance procedure contained in this Agreement.

C. The Union recognizes that volunteer organizations, individuals, and students on in-hospital training programs perform services in the Hospital which are a valuable and necessary contribution to the welfare of patients and to the operation of the Hospital. The Hospital shall continue to have the right to avail itself of all services of this nature, and neither the Union nor the employees shall interfere in any way with the activities or duties of any such persons. This section shall not be used to eliminate any bargaining unit positions.

#### ARTICLE 3. NO STRIKE CLAUSE

Local No. 2088 and Council No. 25 of the American Federation of State, County and Municipal Employees, their officers, agents and members agree that for the duration of this Agreement there shall be no strikes, stoppages of work, or any act of any similar nature which would interfere with the orderly operation of the hospital, that it will not otherwise permit, countenance, or suffer the existence or continuance of any of these acts, and that it will take affirmative action to prevent or stop such acts.

#### ARTICLE 4. UNION SECURITY

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required as a condition of continued employment to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

B. Any individual who is a member of and adherent to teachings of a bonafide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required to join or financially

support the Union as a condition of employment. Such employees shall contribute to a non-religious charitable fund exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code, a sum equal in amount to the periodic dues and fees uniformly required as a condition of Union membership.

C. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay the above referenced service fee or make the above referenced contribution for the duration of this Agreement on or before the 10th day after the 30th day following such effective date.

D. Employees hired, rehired, reinstated or transferred into the bargaining unit after effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay the above referenced service fee or make the above referenced contribution for the duration of this Agreement on or before the 10th day after the 30th day following the beginning of their employment to the Unit.

E. An employee who shall tender the initiation fee (if already a member) and the periodic dues uniformly required as a condition of acquiring membership or pay the above referenced service fee or make the above referenced contribution shall be deemed to meet the conditions of this section.

F. An employee shall be deemed to be a member of the Union within the meaning of this section if he is not more than sixty (60) days in arrears in payment of his membership dues.

G. Any employee to whom membership in the Union is denied or whose membership is terminated by the Union by reason of his failure to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership shall not be retained in the bargaining unit. No employee shall be terminated under this section, however, unless:

1. The Union first has notified him by letter addressed to him at the address last known to the Union concerning his delinquency in not tendering the initiation fee and period dues required under this section, and warning him that unless such fees and dues are tendered within seven (7) days he will be reported to the Hospital and termination from employment as provided herein; and

2. The Union has furnished the Hospital with written proof that the foregoing procedure has been followed but the employee has not complied, and on this basis the Union has requested in writing that he be discharged from employment

in the bargaining unit.

H. The Union agrees that neither it nor its members nor anyone acting on its or their behalf or with their consent or permission shall coerce, intimidate, or discriminate either for or against any employee or employees with respect to their right to work or because of or in respect to membership or non-membership in the Union, and further agrees that there shall be no active campaigning to increase union membership or dues that would interrupt or interfere with an employee in the performance of his/her duties.

I. The Union agrees to hold the Hospital harmless in any action arising out of and pursuant to the provisions of this article.

#### ARTICLE 5. UNION DUES OR SERVICE FEES

A. The Employer agrees to deduct from the pay of each employee who voluntarily authorizes such deduction, in the manner hereinafter prescribed, his initiation fee, if any, current monthly Union membership dues or service fees not including any special assessment or fines or other levies. Such deduction will be made from the first pay receivable by the employee upon completion of probation during that month in which he has sufficient net earnings to cover such dues or fees, and they will be remitted by the Hospital to Michigan Council #25, AFSCME, AFL-CIO at the address specified by them, not later than the 25th day of that month, along with a record of names of the employees for whom deductions have been made; and the amounts thereof. The Hospital shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and, if for any reason, such as error or the like, it fails to make that deduction for any employee as above provided, it shall make that deduction from the employee's next pay after the error has been called to its attention by the employer of the Union. -

B. The employer agrees to provide this service to the Union at no cost to the Union.

C. The Employer will recognize only such authorizations for payroll deductions as are signed by employees after the effective date of this Agreement on forms to be furnished by the Hospital. The written authorization for deductions shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

D. The union shall, thirty (30) days in advance of an adjustment in dues or fees give written notification to the Employer of the amount of the dues and fees which are to be deducted.

E. The Employer shall be required to make dues and fees



deductions only as long as it may legally do so. The Union will fully protect and render the Employer harmless against any liabilities for claims resulting from deduction of dues. However, prior to terminating deductions, the Unit Chairman shall be notified.

ARTICLE 6. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for any person or groups of persons covered by this Agreement or make any agreements with any such group or organization for the purpose of undermining the Union.

ARTICLE 7. UNION REPRESENTATION

Section 1. Representation Groups

For the purpose of representation of employees in processing through the Grievance Procedure hereof any grievances they may present hereunder, the employees shall be divided into separate groups, each group to include the employees in those job classifications which are enumerated in Article I above, as follows:

- Group 1. Laundry, Maintenance & Housekeeping
- Group 2. Nursing, Ward Clerks and Physical Therapy Aides
- Group 3. Office Clerical & Medical Records
- Group 4. Lab Techs, X-Ray Techs and X-Ray Tech Asst. /Clerk Resp. Therapy Asst.
- Group 5. Dietary

Section 2.

Each of the such five (5) groups shall have the right to designate one person, who is employed within the group and who has seniority therein, to act as the representative for that section. Such designation shall be made in the manner which is determined by the Union. The representative for one group shall have no authority to represent any employee in any other group unless mutually agreed upon by both parties. Such representative shall be called a "steward". Each of such groups shall have the right also to designate one (1) person who is employed in that group as an alternate steward to act in the place of the steward only in the event of the absence of the steward. -

Section 3.

The names of the stewards shall be certified to the Hospital Administrator or his designee by the Union in writing promptly after their designation and the Hospital shall not be obliged to meet with stewards or representatives other than those certified in writing by the Union to the Hospital.

Section 4.

A steward will be allowed to leave his regular job for the presentation of grievances in accordance with the Grievance Procedure hereof as soon as, in the opinion of his supervisor, he can be spared therefrom without interfering with the Hospital's normal operation and provided he first secures his supervisor's consent, which shall not unreasonably be withheld. If an employee wishes the presence of his steward for such purpose, the employee shall notify his own supervisor, who shall then notify the steward without unreasonable delay.

Section 5.

The Hospital shall only pay or compensate stewards in the investigation of grievances conducted during their regularly scheduled working hours.

Section 6.

Stewards of the Union may enter the Hospital where their presence is necessary and appropriate in order to process grievances provided such appointment has been cleared with the Administrator or his designated representative.

Representatives of the Union may enter the employer's premises provided such appointment has been cleared with the Administrator or his designated representative.

ARTICLE 8. SPECIAL CONFERENCES

A. Special conferences for important matters shall be arranged between the Chapter Chairman and the Administrator or his designated representative upon the request of either party. Such meetings shall be between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for the time spent in such special conferences. A representative of the Council or International Union may be allowed to attend as one (1) of the

three (3) representatives of the Union.

## ARTICLE 9. GRIEVANCE PROCEDURE

### Section 1.

A grievance under this contract is a written dispute, claim or complaint arising under this Agreement. It may be filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of this Agreement.

No grievance shall be filed or processed based on facts or events which have occurred prior to six (6) working days before the grievance is filed. (Throughout this Article, working days will not include Saturdays, Sundays or holidays. )

Step 1: In the event a dispute or grievance arises under and during the term of this agreement, the employee involved shall first take up the matter with his immediate supervisor. The employee's steward shall be permitted to take part in the discussion. The Supervisor will consider and give an answer to the employee involved within three (3) working days.

Step 2: If a satisfactory adjustment is not made of the grievance at Step 1, it shall, within five (5) working days of the answer in Step 1, be reduced to writing and signed by the employee and filed by the employee's steward with the Department Head. A discussion will be held within ten (10) working days after the grievance is received by the Department Head. The Department Head shall answer the grievance in writing within three (3) working days after discussion is held with copies to the steward and grieved employee.

Step 3: If the grievance has not been adjusted in either Steps 1 or 2, the matter may be referred to the Administrator within five (5) working days after the written answer given in Step 2. A grievant shall be entitled to have the Unit Chairman and/or other representative of the Union present to assist in the adjustment of his grievance in this step. A discussion will be held within ten (10) working days after the grievance is received by the Administrator. The Administrator shall give his answer in writing to the grievance within five (5) working days after discussion is held. The answer shall be sent to the Unit Chairman and grieved employee.

Step 4: If the grievance has not been adjusted in Steps 1, 2 or 3, the matter may be referred to the Hospital Board of Trustee Personnel Committee within five (5) working days after the written answer given in Step 3. A grievant shall be entitled to have the Unit Chairman and/or representative of District Council

11 and/or a representative of the International Union present to assist in the adjustment of his grievance. The Hospital may have outside personnel present at this meeting. The Hospital shall give its answer in writing to the grievance within five (5) working days after discussion is held. The answer shall be sent to the Unit Chairman and grieved employee.

Step 5. Written notice of intention to arbitrate such written grievance, is to be given by the employee or his representative to the Hospital Administrator or his designee within thirty (30) working days after the employer's answer.

Step 6: The written grievance shall then be submitted to arbitration in accordance with and subject to the following rules and regulations.

(a) The parties shall promptly endeavor to agree in the selection of an arbitrator. If they have not so agreed within ten (10) working days after the submission to arbitration, the employee or his representative shall within the next ten (10) working days request the American Arbitration Association to cause the selection of an arbitrator to be made in accordance with its Voluntary Labor Arbitration Rules then obtaining.

(b) The written grievance shall then be arbitrated by the arbitrator in accordance with such Voluntary Labor Rules.

(c) The Jurisdiction of Arbitration hereunder shall be limited to employee grievance arising out of the interpretation or application of this Agreement, including any written amendments hereof or supplements hereto. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement, or of any written amendments hereof or supplements hereto, and shall only make judgement based on the express terms of this Agreement.

If the grievance concerns matters not so within the jurisdiction of arbitration, it shall be returned to the parties without decision.

(d) The decision of the arbitrator shall be final and binding on all parties, and they hereby agree to abide by same.

(e) The arbitrator's fee and expenses and the Association's charge shall be borne equally by both parties. The Hospital shall not be liable for the payment of wages to or the expenses or charges of any employee or representative of any employee or of the Union who participates in any way in such arbitration.

## Section 2:

The Hospital shall not be required to make any monetary or other adjustment on behalf of an employee for more than ten (10) working days prior to the date on which a written grievance was filed. In the case of a pay shortage, however, of which the employee could not have been aware before receiving his pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay if the employee files his grievance within five (5) working days after receipt of such pay.

All claims for back wages shall be limited to the amount of wages the employee otherwise would have earned less any compensation that he may have received. The employer will make every effort to see that any successful grievant laid off will not be financially penalized during a layoff due to this section.

## Section 3:

A. When an employee is discharged or suspended for disciplinary reasons, the Unit Chairman or Steward shall be notified of the action at the time it is taken. A seniority employee who has been discharged or given a disciplinary layoff will be given the opportunity, upon his request, to confer with his steward in a place to be designated by the Hospital before he is required to leave the Hospital's premises, except where immediate removal is necessary to maintain order. Within one (1) working day following the day of discharge the Hospital will deliver a written notification, stating the reason for the discharge, to the Unit Chairman or in his absence, the employee's steward and will mail a copy thereof to the employee at his last known address.

B. All grievance involving disciplinary layoff, suspension or discharge must be filed in writing with the Administrator within three (3) working days of the notice to the Unit Chairman. Within three (3) working days of after any such grievance is filed or at such other time as may be agreed upon, a third step grievance meeting shall be held to adjust the grievance; if not satisfactorily adjusted at this meeting, the grievance shall be subject to further appeal as set forth in the grievance procedure.

C. In imposing disciplinary layoff, suspension or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously.

## Section 4.

No grievance will be considered at any step unless it is filed and processed within the respective time limits and according to

the procedure set forth in the article; provided, however, that any such time limits in any step, including the time limits within which the Hospital's answer to a grievance shall be given, may be extended by the written agreement of the parties. If the grievance is not advanced from one step to the next as specified, including any such written extension of time limit, it shall be considered to have been settled in accordance with the last disposition made by the Hospital. If the Hospital shall fail to answer in any step of the grievance procedure, the grievance shall be deemed to have been granted in accordance with the disposition requested by Local 2088. A grievance may be withdrawn at any step, except that it may not be withdrawn after it has been heard by an arbitrator, without the written consent of both parties.

A grievance so withdrawn may only be reinstated or reinstated one (1) time by the Union and only within fourteen (14) calendar days of its date of withdrawal. Further, reimbursement to a successful grievant shall only be made from the date of reinstatement of the grievance. One or more grievances may be withdrawn without prejudice pending the resolution of a prior unresolved grievance determined by mutual agreement of both parties to involve a similar issue. In such event, the withdrawal without prejudice will not affect financial liability.

#### ARTICLE 10. SENIORITY

A. Seniority shall be based on hours of service accumulated from an employee's most recent date of hire whether permanent full-time or permanent part-time.

B. Seniority shall be first by departments and then hospital wide within the bargaining unit. The department for purposes of seniority shall be as follows:

- Dietary
- Laundry
- Maintenance
- Housekeeping
- Nursing
- Ward Clerks
- Office Main
- Medical Records
- Lab Techs
- X-ray and X-Ray Tech Asst. /Clerk
- Physical Therapy Aides
- Office Annex
- Resp. Therapy Asst.

C. Except as set forth expressly in any other section of this article, an employee shall be entitled to exercise his seniority

within his own department first and then hospital wide within the bargaining unit. To exercise his seniority an employee must be qualified and capable of performing the work of the employee of which he is attempting to exercise his seniority over. Seniority shall apply only to layoff and recall of employees except as otherwise specifically provided in this Agreement. Probationary periods as defined in Sections H and M of this Article are not applicable to this section.

D. A new employee shall be a probationary employee for the first thirty (30) scheduled work days or four (4) calendar months of his employment whichever come first. If the Hospital wishes to extend the period in the case of an employee whose performance has been partially but not fully satisfactory during such thirty (30) scheduled work day or four (4) calendar month period, it may do so with mutual agreement of both parties for an additional period of not to exceed fifteen (15) scheduled work days or two (2) calendar months, whichever comes first. In such event, the Hospital shall call such employee into a meeting and inform him therein of the reason for such extension and the employee's probationary period shall not be considered to have been completed until the expiration of the extended term. The Hospital shall have no responsibility for the re-employment of any person whose employment is terminated for any reason whatsoever before the expiration of his probationary period and if such person is subsequently rehired he shall start as a new employee and serve a full new probationary period. This provision shall not be used to prevent any employee from becoming a bargaining unit employee.

E. Except for temporary employees as set forth below, an employee shall be placed upon the seniority list upon satisfactory completion of his probationary period as of his date of hire.

F. An Employee who is hired for only a limited period of time to substitute for one or more permanent full time or permanent part-time employees during their absence because of illness or while on leave or vacation or for a job which is of limited duration and who is so informed at the time he is hired shall be considered a temporary employee. In addition, a temporary employee may replace a permanent employee on a regularly scheduled basis for weekend shift relief or emergency call-in provided a reasonable effort has been made to contact a permanent employee provided such an employee does not work more than twenty-four (24) hours per pay period on a regularly scheduled basis. The Union shall be notified if an employee's temporary employment is to be continued for longer than three (3) months. Temporary employment shall not continue for longer than six (6) months except by mutual agreement between the parties. If, at the conclusion of the temporary employment, the absent employee has not returned, the position shall be posted in the

same manner as a permanent vacancy. The temporary employee shall not acquire seniority unless he stays beyond the duration of his temporary employment. However, if he is given the status of a permanent employee before the termination of his temporary employment, his employment shall be deemed to have commenced on his most recent date of hire and he shall acquire seniority upon the completion of his probationary period and his name placed on the seniority list as of his most recent date of hire. The Hospital shall have no responsibility for the re-employment of a temporary employee whose employment is terminated for any reason. Temporary employee given the status of a permanent employee before the termination of their temporary employment and in the same classification as their temporary employment shall not be required to complete a second probationary period. The employer shall notify the union upon the hiring or termination of temporary employees.

G. A permanent full-time employee is one whose regular scheduled work week is forty (40) hours or more. A permanent part-time employee is one whose regular scheduled work period is less than eighty (80) hours but at least forty (40) hours per pay period. An employee may not change from a permanent full-time status to a permanent part-time status or vice versa unless there is a posted opening, layoff, change in job or at the discretion of the employer.

H. If an employee with seniority in one department is transferred to another department, his seniority shall apply only in his former department until he has worked thirty (30) scheduled work days in his new department at which time his full seniority shall apply in his new department but be terminated in his former department. During such thirty (30) scheduled work day period, the employee shall be considered to be on probation in his new department and if he is laid off therefrom he shall be entitled to exercise his seniority in his former department.

I. If an employee with seniority in this unit is promoted to a supervisory position, his/her seniority in this unit shall be frozen for thirty (30) scheduled work day period. He/she may return to this unit without loss of his/her prior seniority.

J. The Hospital shall prepare and maintain up-to-date seniority records. Quarterly, the hospital will compile and post a list from its current records and will furnish two (2) copies of the same to the Unit Chairperson. The Hospital will notify the Unit Chairman in writing of any changes in or additions to such list within five (5) working days. The time limit for filing a grievance protesting removal from the seniority list shall not commence sooner than the notification to the Unit Chairman.

K. In the event of a reduction of force in a department, probationary employees shall be laid off first in any order. In



the event a further reduction is necessary, part-time employees shall be laid off in the reverse order of their seniority, and then full-time seniority, provided, however, that employees desiring to exercise their seniority must meet minimum job qualifications and be capable of doing the available work as scheduled.

A seniority employee who is displaced from his own department may exercise his seniority to displace another employee in another classification within the bargaining unit, provided he is qualified and capable of performing the work of the employee he is displacing. Probationary periods as defined in Section H and N of this Article are not applicable to this section.

In the event of an emergency situation where seniority employees are not immediately available pursuant to the time periods herein below indicated, less senior employees may be called in to perform such job duties until such time as said seniority employees are available.

L. For layoff seniority purposes, the Chapter Chairman, Chapter Secretary and Stewards, in that order, shall head the seniority list of the Unit, during their term of office provided they have the ability to perform and meet minimum job qualifications.

M. In the event the Hospital solicits volunteers for short term layoffs of a week or less, bargaining unit volunteers shall have their benefits maintained and shall continue to accrue benefits based upon their regularly scheduled hours they would have worked if not on voluntary layoff.

The Hospital shall give written notice to the Unit Chairman, five (5) days in advance of the layoff, unless the layoff is caused by unforeseen circumstances beyond the control of the Hospital. Notice of recall shall be by certified mail to the employee at his last address as shown on the Hospital's records. The Hospital shall also notify the Unit Chairman of employees recalled from layoff. The Hospital shall not routinely schedule overtime during a layoff.

N. An employee shall lose seniority and his name shall be removed from the hospital's payroll in any of the following events:

1. If he or she quits.
2. If he or she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. If he or she is absent from work for three (3) consecutive working days without notifying the Hospital,

unless failure to notify within such three (3) working days is due to circumstances beyond the control of the employee.

4. If he or she is absent from work for three (3) consecutive working days without justifiable reason.
5. If he or she fails to return to work upon recall, within three (3) consecutive working days of recall, unless the employee notifies the Hospital, within such three (3) day period that he or she is employed elsewhere and wishes to return, in which case the employee shall be allowed an additional seven (7) consecutive working days to return.
6. If he or she obtains a leave of absence under false pretenses.
7. If he or she fails to return from a Leave of Absence on its termination date unless failure to return is due to circumstances beyond the control of the employee.
8. If he or she is laid off for a continuous period of more than one (1) calendar year.
9. If he or she retires or is retired under the terms of any retirement plan of the Hospital.

#### ARTICLE 11. JOB POSTINGS

Notice of the vacancy caused by their termination of employment (i. e. by reason of death, quit, discharge, retirement or transfer) of a seniority employee and of the vacancy caused by the establishment of additional bargaining unit positions shall be posted for seven (7) calendar days, on the Union bulletin boards.

During such seven (7) calendar days, employees shall be given the opportunity to apply for a transfer to fill such vacancy, by signing a bid sheet in the Human Resources Office. During such seven (7) calendar day period, the Hospital may temporarily fill such vacancy, if necessary. After such seven (7) calendar day period the vacancy shall be filled by the Hospital from among the employees so applying, based upon ability to perform and meet minimum job qualifications and seniority. When ability to perform and meet minimum job qualifications are substantially equal as between two or more qualified applicants, seniority shall be the governing consideration. First the qualified applicant with the most department seniority shall be transferred to the open job.

If no qualified applicants from within the department apply, then the qualified applicant with the most hospital wide seniority shall be transferred to the open job.

If no qualified applicant from within the bargaining unit applies or if no applicant selected in accordance with the terms of this Agreement, the manner in which the job is filled is at the sole discretion of the employer.

Employees so transferred shall be subject to a thirty (30) scheduled work day trial probationary period.

The Hospital shall advise the Unit Chairman of the successful bidder.

In all other cases to fill vacancies occurring out of the bargaining unit, selection of the employee to be transferred shall be made at the discretion of the Hospital. Employees so transferred shall retain seniority for benefit purposes.

#### ARTICLE 12. LEAVES OF ABSENCE

A. Provided operational requirements permit, a Leave of Absence for up to but not to exceed a period of six (6) months may be granted, at the Hospital's sole discretion, to a non-probationary employee for:

1. Serving in an elected or appointed position, public or union;
2. Prolonged illness of an employee's spouse or child; such leave may be extended for like cause, by mutual agreement between the parties. No leave shall be granted to any employee for a period greater than one (1) year under this section.

B. Provided operational requirements permit, a leave of absence for up to but not to exceed a period of six (6) months may be granted at the Hospital's sole discretion, to a non-probationary employee for education. Such leave may be extended for like cause, by mutual agreement between the parties. No leave shall be granted to any employee for a period greater than one (1) year under this section except those requests for leave that meet Hospital professional education rules, have Administrative approval and do not exceed four (4) years.

C. A Leave of Absence for up to but not to exceed a period of six (6) months may be granted to a non-probationary employee for illness (physical or mental).

Such leave may be extended for like cause by mutual agreement

between the parties. No leave shall be granted to any employee for a period greater than one (1) year under this section.

D. Members of the Union selected to attend a function of the Union shall be allowed time off without pay to attend, provided their services can be spared.

E. Provided operational requirements permit, a Leave of Absence may be granted at the Hospital's sole discretion to a non-probationary employee for personal reasons up to a maximum of thirty (30) calendar days. Under this section, no employee shall be eligible for more than thirty (30) calendar days leave during any calendar year of employment.

F. The period of leave time that may be granted to a permanent part-time employee under Section A, B, C, D and E of this Article will be based on a proration of worked time since date of latest hire to full-time equivalent to leave time allowed under the respective section.

G. No employee shall be paid for any leave of absence granted under this Article and an employee's seniority shall be frozen while on any leave of absence granted by the provisions of this Agreement. He shall be returned to the first position to which his seniority entitles him provided he is qualified and has the ability to perform the job, otherwise he shall be placed at the bottom of the layoff list.

H. If an employee fails to report for work promptly upon the termination of his leave of absence, he shall be considered as having quit voluntarily. No employee shall be entitled to return to work before the expiration of his leave unless the Hospital consents to his early return. No employee shall be paid for any leave of absence except as provided herein with respect to paid sick leave.

I. Request for a leave shall be made in writing, signed by the employee, submitted to his immediate supervisor at least thirty (30) calendar days prior to the requested date for leave except in the case of emergency and shall state the reasons for the request. Leave of Absence, if granted, shall be in writing and shall require the signed approval of the employee's Department Head and the Assistant Administrator for Human Resources. A copy shall be given to the employee, the Unit Chairman and the Hospital shall retain a copy.

J. Upon his return to work from a Leave of Absence, the employee may be required to furnish the Hospital with acceptable proof of his fitness for work. The Hospital shall have the right to have an employee examined by a physician or physicians of the Hospital's choice in connection with determining eligibility for a leave of absence or fitness for work. If a dispute exists, the

employee may have an examination by a physician of his own choice. If a dispute continues the employer's physician and the employee's physician shall agree upon a third doctor whose decision shall be final and binding upon the parties.

K. Unless otherwise required by law, time absent on any leave shall not count toward an employee's seniority, nor toward automatic progression from one step to the next in the wage scale, nor toward the time he is considered to be upon probation upon a transfer nor in the computation of any benefits of employment which are either wholly or partially based upon time actually worked by an employee.

L. No leave may be used to obtain employment elsewhere unless mutually agreed upon by both parties.

#### ARTICLE 13. PAID LEAVE OF ABSENCE

A. Any employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight time hourly rate, exclusive of premium and the daily jury fee paid by the court. In order to receive payment, an employee must furnish satisfactory evidence that jury duty was performed on the days for which he claims payment and report to work if released from jury duty during his regular scheduled shift.

B. Leaves of Absence with pay for up to two (2) days shall be granted an employee for scheduled work days in the event of death in his/her immediate family. For purposes of this Agreement, immediate family shall be defined as: Husband, wife, father, mother, guardian, brother, sister, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, step father, step mother, step son, step daughter, grandmother, grandfather, grandchildren. Upon approval employees may use vacation days or unpaid personal leave days where extra time is needed up to a maximum of five (5) days. Any employee requesting pay for funeral leave shall provide the employer with proof of relationship to the deceased person and attendance of the funeral services if requested.

Additional paid leave days used under this Article shall be deducted from the employee's accumulated paid leave.

Funeral Leave may extend one (1) day beyond the burial date, or longer upon approval.

C. Paid Leave will be allowed in accordance with Article 14, Paid Leave.

ARTICLE 14. PAID LEAVE (Reopen May 23, 1989)

A. Paid Leave may be used for the following:

1. Vacation
2. Illness/injury to the employee
3. Personal Business

B. Use of Paid Leave:

1. Employees shall submit their request for vacation dates and the hospital shall answer the request within a reasonable time. In the event two or more employees request the same vacation dates and all cannot be accommodated, the vacation request of the most senior employee(s) shall be honored.
2. Employees shall notify the Hospital as soon as possible when they are required to be absent due to illness or injury but not later than two (2) hours prior to the start of the shift. Pay for sick time shall not be granted to an employee who fails to give proper notice, except for hardship with good cause being shown.
3. Employees shall give seven (7) days notice to the employee's supervisor of an employee's intention to take a personal leave day, except in the case of hardship with good cause being shown.
4. Employees shall not be required to find their own replacement when taking leave.

C. Permanent full-time and permanent part-time employees shall earn Paid Leave benefits in the following manner:

After one (1) calendar year. . . . .	.1 day(8 hr)per	90.43 pd. hrs.
After three (3) calendar years. . . . .	1 day(8 hr)per	83.20 pd. hrs.
After seven (7) calendar years. . . . .	1 day(8 hr)per	77.04 pd. hrs.
After Thirteen (13) calendar yrs. . . . .	1 day(8 hr)per	69.33 pd. hrs.
After eighteen (18) calendar yrs. . . . .	1 day(8 hr)per	65.00 pd. hrs.
After twenty-five (25)calendar yr. . . . .	1 day(8 hr)per	59.43 pd. hrs.

D. All Paid Leave benefits will be computed based on hours worked per pay period.

E. Paid Leave shall be paid at the employee's regular straight time hourly rate exclusive of any premiums or at the employee's regular straight time hourly rate plus shift premium if an employee works more than sixty (60) percent of his/her time on afternoons or nights.

F. When a holiday falls within an employees paid leave off time,

the employee shall not be charged for a day of paid leave time.

G. Upon approval of the Administrator, employees may have the option of receiving paid leave pay and working in lieu of taking time away from work up to the maximum sixty (60) days. There is no option for pay in lieu of taking time off for days beyond the maximum sixty (60) days.

H. Upon termination in good standing and provided at least two weeks notice is given by an employee to the employer, less than two weeks notice may be accepted by the employer in cases of hardship with good cause being shown or in case of death, all earned paid leave benefits shall be paid to the employee or his/her estate.

I. Seniority shall accumulate while on paid leave and such days shall be considered as a day worked.

J. A maximum of sixty (60) days may be accumulated as of the employee's anniversary date. Paid leave days accumulated in excess of sixty (60) days may be carried over for a maximum of 30 calendar days beyond the anniversary date, then they are lost. As of May 24, 1988, a conversion side bank will be established for each employee and comprise the following:

1. Paid Leave days in excess of sixty (60).
2. Based on the following formula any excess days:

The formula for the conversion side bank will be the following: The sixty (60) paid leave days minus current accrual equals days kept in the employee's paid leave bank, any excess days will be placed in the conversion side bank. These days will be frozen and will not accumulate.

An employee will have the opportunity to deplete the conversion side bank over the next five (5) years. At the end of this period of time, all unused days will be lost. In addition, employees have access to current paid leave bank for additional paid leave days.

K. Any employee granted a leave of absence for a period of three (3) months or more shall take all accumulated paid leave prior to the starting date of the leave of absence. Any employee granted a leave of absence for three (3) months or less shall not take paid leave time off immediately following the termination of the leave of absence.

#### ARTICLE 15. HOLIDAYS

A. The following shall be official paid holidays for all full-time bargaining unit employees:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving Day  
Christmas  
Birthday

The Holiday shift shall be for the shift beginning at 11:00 p. m. on the eve of the Holiday to 11:00 p. m. the day of the Holiday. (In no event shall an employee be paid for more than one (1) holiday. )

B. All bargaining unit employees shall be expected to work holidays equally and/or as necessary and shall be paid at one and one-half (1-1/2) times the straight hourly rate for all hours worked in addition to his/her holiday pay. Annually, seniority employees shall be allowed preferences in choosing two (2) holidays off provided they name their choices at a time designated by the Hospital. The employer may, at its option, give a day off with pay in lieu of holiday pay.

C. In order to qualify for holiday pay, when not scheduled to work the holiday, an employee must be on full-time status, not be on leave, work a minimum of four (4) hours of his last scheduled working day preceeding the holiday and a minimum of four (4) hours of his next scheduled working day following the holiday unless he is on approved vacation. An employee scheduled to work on a holiday and who fails to report for work and who is not on authorized vacation shall forfeit pay for that holiday.

ARTICLE 16. INSURANCE (Reopen May 23, 1989)

A. The employer agrees to provide Medical and Dental benefits for all full-time bargaining unit employees and their dependents. The Hospital will pay one hundred (100%) percent of the single subscriber rate and one hundred (100%) percent of the family rate for all eligible bargaining unit employees who are enrolled in the program and working a minimum of thirty-two (32) hours per week at Baraga County Memorial Hospital. The Hospital will allow eligible retirees of Baraga County Memorial Hospital's retirement system to participate in the Medical-Dental program at their own expense and provided they reimburse the hospital promptly upon billing by the hospital. The hospital will pay one hundred (100%) percent of the single subscriber rate for retirees between the age of 62 and 65 provided they are eligible retirees of Baraga County Memorial Hospital's retirement system.

B. Any employee working thirty-two (32) hours per week or more who elect not to carry the hospital health insurance plan will be paid a yearly stipend of \$600. Employees choosing this option would still be eligible to elect the free-standing dental plan if they are not covered for dental services under another plan.

C. The employer agrees to provide and pay for a term life



insurance policy in the principal amount of \$10,000 for death and an additional \$10,000 for accidental death and dismemberment for each employee who is regularly scheduled to work 32 or more hours per week. The employee may select an optional amount of coverage of one (1) times salary, and dependent coverage based on the insurance contract. The employee pays 100% of the optional amount and dependent coverage. Employees shall, upon leaving employment, have the right to convert this policy, according to the provisions of the policy, to an individual policy if they so desire. The hospital will pay 100% of the cost of the policy for eligible employees while employed at Baraga County Memorial Hospital.

ARTICLE 17. EMPLOYEE DISCOUNTS

A. A discount of twenty-five (25%) percent shall be given to seniority employees for their personal hospital bill for amounts not normally paid by Blue Cross/Blue Shield and provided the unpaid balance is paid within thirty (30) days.

B. Seniority employees shall be allowed to purchase prescription medications from the hospital at the rate of ten (10%) percent over hospital cost. Prescription medications may only be purchased for the employee, his/her spouse or dependent children. Payment for prescription medication purchases must be made at the time of purchase at the Cashier's office or by payroll deduction.

ARTICLE 18. MEALS

A. The Hospital will provide meals to all bargaining unit employees at hospital cost.

B. Dietary employees will be given a meal allowance equal to their meal purchase as additional income.

ARTICLE 19. SHIFT PREMIUM

A. Any bargaining unit employee scheduled to work a shift greater than four (4) hours commencing after 12:30 p.m. and before 3:00 a.m. shall be paid a shift premium of thirty (\$.30) cents per hour over his straight time hourly wage rate for all hours worked on such shift.

B. Any bargaining unit employee scheduled to work an eight (8) hour shift commencing after 11:00 a.m. and before 12:30 p.m. shall be paid a shift premium of thirty (\$.30) cents per hour over his straight time hourly wage rate for all hours worked after 3:00 p.m.

C. Any bargaining unit employee who works an extra Saturday

and/or Sunday over the normal scheduled every other weekend and provided he/she has worked the regularly scheduled weekend shall be paid an additional fifty (\$.50) cents per hour for all hours worked during the extra Saturday and/or Sunday.

ARTICLE 20. STANDBY CALL PAY

A. Employees eligible for emergency call in shall receive eight (\$8. 00) dollars for each day of stand-by duty Monday through Friday and sixteen (\$16. 00) dollars for Saturdays, Sundays and Holidays.

B. An employee actually called to work while standing by shall be paid a minimum of two (2) hours at time and one-half (1-1/2) or time and one-half (1-1/2) for all such hours worked, whichever is greater. Should more than one emergency occur while an employee is called in, the employee will only be paid for one (1) call-in.

C. Housekeeping employee, when available, shall clean the emergency room and delivery room after an emergency surgery or delivery, shall report to work promptly when called and when called in shall be paid a minimum of eighteen (\$18. 00) dollars or time and one-half (1-1/2) for all hours worked, whichever is greater.

D. Medical Records employees when available, shall report promptly when called to obtain a record and when called in shall be paid a minimum of \$10.00 or time and one half (1 1/2) for all hours worked, whichever is greater.

ARTICLE 21. PENSION PLAN

The Hospital agrees to continue participation in the current Municipal Employees Retirement System, Plan C. The Hospital will pay pension.

ARTICLE 22. PAYROLL DEDUCTIONS

The Hospital will make payroll deductions for Bonds and Hospital accounts provided the employee has signed the proper payroll deduction authorization form.

ARTICLE 23. PHYSICAL EXAM

A. Each employee agrees to have an annual physical examination which is provided by the hospital at no charge to the employee provided the tests are performed at Baraga County Memorial Hospital.

B. Each employee must complete their annual physical examination within thirty (30) days after his birthday or be subject to

disciplinary action.

C. Each employee may elect to have the annual physical examination performed by his own physician at hospital expense, and the results will be sent to the employer. If the employer's physician is used, the results of the examination will be sent to the employee's physician upon request.

D. Should the annual physical examination results produce evidence of medical problem(s), the employee at his own expense may seek medical care.

E. The amount paid by Baraga County Memorial Hospital to an employee's own physician for the annual physical exam is limited to the amount normally charged by Baraga County Memorial Hospital Staff Physicians.

F. Employee acknowledges that the physical exam is solely for employment purposes and holds the employer harmless for results that may or may not be disclosed.

#### ARTICLE 24. CONSOLIDATION OR ELIMINATION OF JOBS

During the term of this Agreement, the Employer shall notify the Union prior to the effective date of consolidation or elimination of any jobs regularly performed by members of the bargaining unit. In the event the Union does not agree it shall be subject to negotiations.

#### ARTICLE 25. RATES FOR NEW JOBS

When a new bargaining unit job is created the Employer will notify the Union of the classification and the rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

#### ARTICLE 26. CONTRACTING AND SUB-CONTRACTING OF WORK

During the term of this Agreement the Employer shall notify the Union prior to contracting out or sub-contracting out any work, in whole or in part, that is regularly performed by members of the bargaining unit except for cases determined to be an emergency. In the event the Union does not agree it shall be subject to negotiations.

#### ARTICLE 27. UNEMPLOYMENT INSURANCE

Unemployment Insurance will be maintained in accordance with applicable laws.

ARTICLE 28. WORKERS' COMPENSATION INSURANCE

Workers' Compensation Insurance will be maintained in accordance with applicable laws.

ARTICLE 29. REINSTATEMENT OF VETERANS

The re-employment of Veterans will be in accordance with applicable laws.

ARTICLE 30. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

B. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their straight time hourly rate, exclusive of any premium whatsoever when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit except in the case of an emergency.

ARTICLE 31. SAFETY COMMITTEE

The Hospital shall make reasonable provision for the health and safety of its employees during the hours of their employment. The parties will cooperate in investigating health and safety conditions and cooperate in assisting and maintaining established health and safety rules. Two (2) employees appointed by the AFSCME group shall be members of the Hospital Safety Committee. One Union member of the Committee will be the Unit chairperson. The other union member will be designated by the chairperson from those persons with knowledge and familiarity with particular issue to be discussed by the committee. Prior approval of the appropriate supervisors will be obtained before union members leave their scheduled work to attend committee meetings. The Safety Committee shall meet at least monthly or more often at the discretion of the Safety Committee Chairman.

ARTICLE 32. UNION BULLETIN BOARDS

The Employer will provide a reasonable amount of space on a bulletin board by the time clocks which may be used only by the Union for posting notices pertaining to Union business. Notices of meetings, Union recreational and social affairs and Union elections and appointments may be posted in the space provided without prior approval by the Hospital, but no other material of

any kind shall be posted thereon or distributed without prior approval of the Hospital's Administrator.

ARTICLE 33. DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each bargaining unit employee a copy of this Agreement and to provide a copy of the same agreement to all new bargaining unit employees entering the employment of the Employer.

ARTICLE 34. HOURS, WAGES AND OTHER EMPLOYMENT BENEFITS

A. The regular schedule of an employee's work week shall consist of not more than forty (40) hours in a one (1) week pay period beginning at 11:00 p. m. Saturday and ending at 11:00 p. m. the next Saturday.

B. The regular schedule of an employee's working day shall consist of not more than eight (8) consecutive hours if possible.

C. It is recognized and understood that deviations from regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage or personnel, and emergencies. The employee shall be contacted prior to such changes and their desires shall be considered. No such deviations shall be considered as violations of the general rules which are stated in Section A of this Article.

D. The Hospital shall plan and post work schedules in all departments scheduling AFSCME personnel a minimum of two (2) weeks in advance of the first working day covered by a schedule. A schedule shall be subject to such changes after it is posted as are required by circumstances. No provision of this Agreement shall constitute or be construed in any event as a guarantee of employment of any person.

E. If an employee works more than eight (8) hours in any one day, or more than forty (40) hours in the regular scheduled work week with the approval of his supervisor, or is called back to work by the hospital within twenty-four (24) hours from the beginning of her/his last worked shift with the approval of his/her supervisor or is scheduled for the convenience or benefit of the hospital to work less than sixteen (16) hours from the end of his/her last shift with the approval of his/her supervisor, he shall be paid for such excess hours in increments of full one-tenth (1/10) of an hour worked at one and one-half (1-1/2) times his current straight-time hourly rate. Holidays not worked and vacation days falling during the employee's regular work week shall be treated as days worked for purposes of determining eligibility for

overtime provided it meets the overtime eligibility requirements of this section.

F. All employees scheduled to work four (4) or more hours shall be allowed one (1) fifteen minute paid rest break during the shift. All employees scheduled to work more than four (4) hours shall be allowed one (1) thirty (30) minute paid lunch break during the shift. Should an emergency arise or in such cases as deemed necessary by the hospital an employee may be required to work during the lunch period. Such breaks or lunch periods shall be scheduled by the department head or supervisor. The time allowed for such breaks and lunch periods include time to and/or from the job location and to/or from the rest or lunch area.

G. For tardiness of more than six minutes, deductions will be made on a one-tenth (1/10) basis; provided, however, that if an employee is more than 30 minutes tardy and he has been replaced by another employee or there is insufficient work, his supervisor may send him home for the balance of that working day, in which event he shall not receive any pay for that day.

H. An employee who reports for work at his scheduled time or at a time designated by the hospital, without having been notified that there will be insufficient work for him in his job classification, shall be paid for a minimum of two (2) hours, at his current straight time hourly rate, except in any case where such lack of work is due to causes or conditions which are beyond the control of the hospital. During the period for which he is paid, he shall do any work within his department which is assigned to him by the hospital for which he is qualified or otherwise he shall forfeit his call-in pay; and if he is sent home by his supervisor before such period has elapsed, he shall have his time card approved by his supervisor before he leaves the hospital. The provisions of this section shall not apply when an employee reports back to work after he has been absent from available work either on leave of absence or otherwise.

I. If the hospital fills a temporary vacancy occurring by reason of absence or the regularly classified employee, by assigning another seniority employee from a lower rated classification for a period of one (1) hour or more, such employee will be paid the rate of the job performed during such temporary assignment. It is understood that an employee is not to be considered as working in a higher rated classification unless he performs duties of such classification which are not also part of his own regular duties.

J. When the Hospital calls an employee, within one hour of the start of the shift and requests the employee to come to work to fill a vacancy caused by the absence of the regular employee on that shift, the employee called in will be paid from the start of the shift, provided he/she reports not more than one-half hour

after the start of the shift.

K. The hospital shall provide a fifty (\$50. 00) dollar annual uniform allowance for each employee working in a department where uniforms are not provided by the hospital. The employee eligibility and payment of the allowance will only be made once annually to be paid on the employee's anniversary date.

ARTICLE 35. GENERAL PROVISIONS

A. Any agreement reached between the Hospital and the Union is binding on all employees affected and cannot be changed by any individual.

B. Employee shall notify the Human Resources Office of any change of name or address or telephone number promptly and in any event within five (5) days after such change has been made. The Hospital shall be entitled to rely upon an employee's last name and address shown in its records for all purposes of involving his employment and this Agreement.

C. Every employee must and hereby agrees to have such physical examinations as are required from time to time and as are provided by the Hospital without charge to him to establish or re-establish his physical fitness to perform his work.

D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Union, for the term of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, unless mutually agreed to by both parties.

E. The entire Agreement between the parties is set forth in this written instrument and it expresses all of the terms and conditions of employment which shall be applicable during the term hereof to the employees covered hereby.

F. The Hospital and the Union agree not to discriminate against any employee because of race, sex, religion national origin, ancestry, age or marital status.

G. Contract negotiations will be complete before ratification by AFSCME members and the Board of Trustees.

H. The contract will be ready for distribution to the members

within sixty (60) days after ratification by both parties.

ARTICLE 36 WAGE SCALE		4/21/88		5/24/89	
GRADE	CLASSIFICATION	Up to 2080 hrs.	Over 2020 hrs.	Up to 2080 hrs.	Over 2080 hrs.
I.	Food Service Worker I Housekeeper I Laundry Worker	5.50	5.65	5.65	5.80
II.	Food Service Worker II Housekeeper II	5.65	5.80	5.80	5.95
III.	Nurse Aide/Orderly Medical Records Clerk Collections Clerk	5.70	5.95	5.85	6.10
IV.	Maintenance Helper I Physical Therapy Aide	5.90	6.15	6.05	6.30
V.	Business Office Clerk Posting Clerk Financial Clerk Ward Clerk Lab Tech. Asst. / Clerk	6.10	6.35	6.25	6.50
VI.	Patient Account Clerk Cook/Baker Discharge Analyst/Coder Medical Records Aide Transcriptionist Central Supply Aide/Clerk Maintenance Helper II	6.20	6.45	6.35	6.60
VII.	Tissue Tech X-Ray Tech I Accounting Clerk X-Ray Tech Asst. /Clerk Respiratory Therapy Asst.	6.60	6.85	6.75	7.00
VIII.	M. L. T. A. R. T.	6.90	7.15	7.05	7.30
IX.	General Maint. Worker	7.55	7.80	7.70	7.95
X.	X-Ray Tech II	9.10	9.35	9.25	9.50



A. LONGEVITY:

0 - 2,080 hours	0% of annual gross wage
2,080 - 10,399 hours	2% of annual gross wage
10,400 - 20,799 hours	3% of annual gross wage
20,800 - 31,199 hours	4% of annual gross wage
31,200 - 41,599 hours	5% of annual gross wage
41,600 - over	6% of annual gross wage

1. Longevity will be computed and paid as follows:
  - (a) Computed on the employee's annual gross pay
  - (b) Computed as of the employee's anniversary date
  - (c) Paid on the first pay following the employee's anniversary date
  - (d) Paid annually only
  - (e) Any employee who retires or terminates in good standing and give proper notice will be paid the longevity bonus on a proration of months worked from his/her anniversary date.
  - (f) Longevity shall be paid by separate check

B. Any nurse aide working in the nursery shall be paid a premium of twenty-five (\$0. 25) cents per hour for all such hours worked.

C. Any laundry worker performing seamstress work shall be paid a premium of twenty (\$0. 20) cents per hour for all such hours worked.

D. New hires shall receive twenty-five (\$0. 25) cents per hour less than the starting rate during their probationary period, however, no employee shall be paid less than the minimum hourly rate.

E. Any employee transferred to a higher rated classification will be paid twenty-five (\$0. 25) cents per hour less than the rate of the new classification or the employee's current hourly rate, whichever is greater, during the first thirty (30) scheduled working days employed in the new classification.

F. Any employee transferred in accordance with this agreement to a lower rated classification shall be paid the rate of the lower classification immediately.

G. When temporary assignments are made by the employer to a supervisory position, the employee will receive an additional fifty (\$0. 50) cents per hour for hours scheduled as a supervisor.

ARTICLE 37. CONTRACT EFFECTIVE DATE

The entire agreement shall become effective May 24, 1988.

ARTICLE 38. TERM OF AGREEMENT

A. This agreement shall remain in full force and effect for the period commencing May 24, 1988 to and including May 23, 1990.

B. The parties agree that Supplemental Agreement involving matters not covered herein may be attached hereto and made a part of the entire Agreement.

C. The parties recognize that this Agreement is subject to the Constitutions and Laws of the United States and the State of Michigan. To the extent that any provisions of this Agreement or supplements thereto conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, state or Federal, now in effect or passed in the future.

D. If neither party should desire to renew or modify and renew this Agreement for any effective period beyond May 23, 1990 or make a new Agreement to succeed this one after that date, such party shall give written notice of such desire to the other party sixty (60) days prior to that date but no such notice shall by itself or without the Agreement of the other party have the effect of extending this Agreement beyond its termination date of May 23, 1990

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on May 24, 1988,

FOR THE UNION:

FOR BARAGA COUNTY MEM. HOSPITAL:

*Joseph Chaudis*  
-----  
*Sam Brogan*  
-----

*John Tefft*  
-----  
*Philip A. Creech*  
-----

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FOR THE UNION:

FOR BARAGA COUNTY MEM. HOSPITAL:

Joseph Chaudis

John L. Hill

Ram Brozom

Patricia A. Creech

LETTER OF UNDERSTANDING  
BETWEEN  
BARAGA COUNTY MEMORIAL HOSPITAL  
AND  
MICHIGAN COUNCIL #25, A.F.S.C.M.E.

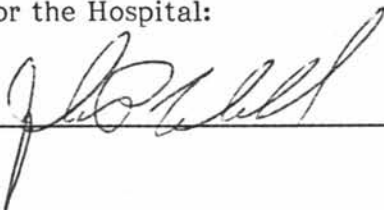
Both parties agree that the Admitting Department shall staff one (1) position of less than twenty (20) hours per week (but not less than ten (10) hours per week).

The parties also acknowledge that the above position shall not set precedence to other positions or departments.

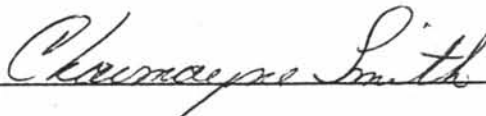
Should additional hours arise in the Admitting Department, Administration shall consider reassigning a full-time (40 hours per week) position before hiring additional staff.

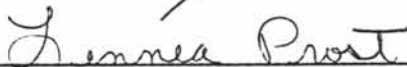
Dated: March 17, 1989.

For the Hospital:

  
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For the Union:

  
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