

6/30/91

**AGREEMENT**  
between  
**CENTRAL MICHIGAN COMMUNITY HOSPITAL**  
and  
**CENTRAL MICHIGAN COMMUNITY HOSPITAL**  
**EMPLOYEES CHAPTER, LOCAL 1855**  
**COUNCIL 25**  
**AFSCME, AFL-CIO**

**(July 1, 1988 through June 30, 1991)**

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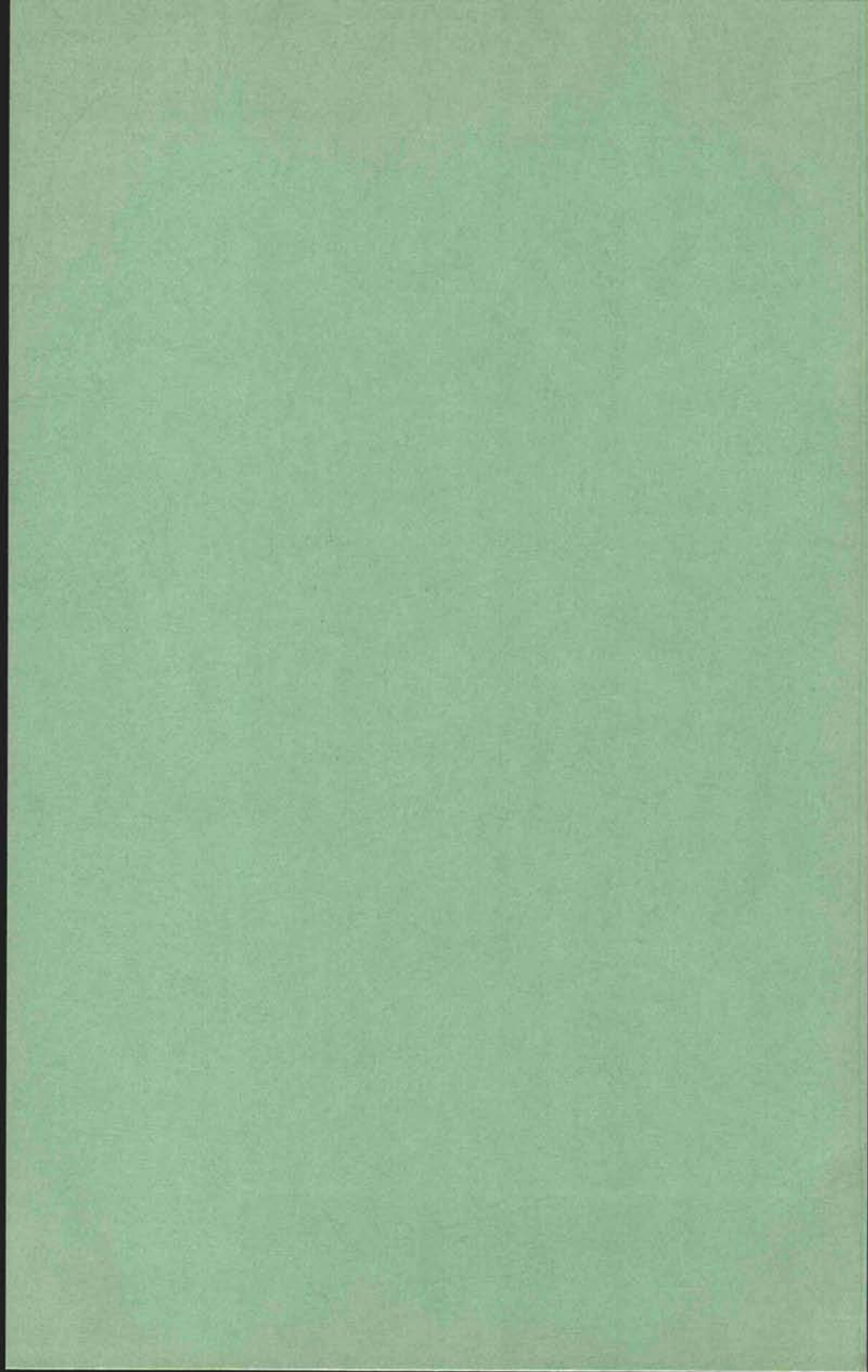


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## AGREEMENT

This AGREEMENT, entered into on the first day of July, 1988, between Central Michigan Community Hospital, a non-profit hospital organized under the laws of Michigan, hereinafter referred to as the "Hospital," and Central Michigan Community Hospital Employees Chapter of Local #1855, affiliated with Michigan Council #25, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

When the feminine pronoun "she" or "her" is used, it shall include the masculine pronoun "he" or "his," and vice-versa.

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

### ARTICLE 1 PURPOSE AND INTENT

Section 1. 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 Hospital, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Hospital's success in establishing a proper service to the community. To these ends, the Hospital and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE 2 HOSPITAL RIGHTS

Section 1. The Hospital retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations; to discontinue or reorganize or combine departments or branch of operations with any consequent reduction or other changes in the working force; to hire, lay off, promote, assign duties to, transfer from one category to another, discipline or dismiss employees, to introduce new or improved methods or facilities and to promulgate rules and regulations not inconsistent with the terms of this Agreement.

Section 2. The Union recognizes that several volunteer organizations and workers, such as Red Cross, Hospital Auxiliary or similar groups perform services in the Hospital that are valuable and necessary contributions to the welfare of the patients and to the operation of the Hospital, and that in no way

interfere or conflict with the duties or privileges of the employees. The Hospital shall continue to have the right to avail itself of all services of that nature, and neither the Union nor employees shall interfere in any way with the activities or duties of any such volunteer organizations or workers, providing that no such volunteer group shall be used to replace persons in the bargaining unit.

### ARTICLE 3 RECOGNITION

Section 1. The Hospital recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Hospital including clerical employees and licensed practical nurses, but excluding students in hospital-training programs, registered nurses, technical employees, professional employees, (other than licensed practical nurses) and supervisors.

Section 2. The Hospital will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreements with any such group or organization for the purpose of undermining the Union.

### ARTICLE 4 UNION MEMBERSHIP

Section 1. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

Section 2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or to pay to the Union each month a service charge in the amount equal to the regular monthly dues for the duration of this Agreement, on and after the thirtieth (30th) day following such effective date.

Section 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or to pay to the Union each month a service charge in an amount equal to the regular monthly dues for the duration of this Agreement, on and after the thirtieth (30th) day following the beginning of their employment.

Section 4. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this section if they are not more than thirty (30) days in arrears of payment of the service charge.

Section 5. Employees who fail to comply with the requirements of this article shall be discharged by the Hospital within thirty (30) days after receipt of written notice to the Hospital by the Union.

Section 6. The Union shall hold the Hospital harmless in regard to any claim, action or dispute arising out of or pursuant to provisions of this article.

#### ARTICLE 5 UNION DUES AND INITIATION FEES

Section 1. Payment by Check-off. Employees may tender the initiation fee and monthly membership dues by signing the authorization for Check-off of Dues form. During the life of this Agreement, and in accordance with the terms of the form of authorization of Check-off of Dues hereinafter set forth, the Hospital agrees to deduct union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the authorization for Check-off of Dues form supplied by the Union and in legal form.

Section 2. When Deductions Begin. Check-off Deductions, under all properly executed Authorization for Check-off of Dues forms, shall become effective at the time the authorization is signed by the employee and shall be deducted from the second pay of the month and each month thereafter.

Section 3. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the name and address of the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with a list of names of all employees for whom deductions have been made, no later than the fifth day of the month following the month in which they were deducted. The employer shall indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions; further advise said financial officer by submission of the previous month's remittance of dues. At the time the monthly list is submitted to Council #25, a copy of same will be submitted to the local union treasurer and the Chapter Chairman of the Hospital.

Section 4. Termination of Check-off. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer member of the bargaining unit. The local union will be notified by the Hospital of the names of such employees following the end of each month in which the termination took place.

Section 5. Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Hospital and representative of the local union, and if not resolved may be decided at the final step of the grievance procedure.

ARTICLE 6  
UNION REPRESENTATION

Section 1. It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation. It is the mutual desire of both the Union and the Hospital that steward representation be diversified with not more than one (1) steward from a single work classification, except Nurse Aides and LPN's, and department with fifteen (15) employees or less will not have more than one (1) steward from that department per shift, except steward and chief steward may come from same area.

ARTICLE 7  
STEWARDS AND ALTERNATE STEWARDS

Section 1. Employees shall have the right to be represented by stewards as follows:

For all shifts . . . . . One (1) Chief Steward  
First shift . . . . . Not more than four (4) stewards  
Second shift . . . . . Not more than three (3) stewards  
Third shift . . . . . Not more than two (2) stewards

Section 2. Alternate stewards may be appointed by the Chapter Chairperson during the absence of any of the duly elected stewards. Dates of appointment for alternate steward(s) will be included in the letter(s) of appointment. Appointments will be terminated on the last day of appointment. Stewards, but not alternates, will have seniority under Article 17, Seniority of Stewards.

Section 3. For working time necessarily spent in investigation or presenting a grievance the Chapter Chairperson beginning at Step 3 of the grievance procedure, shall be paid at



his/her regular rate for time during which he would otherwise have been working, it being agreed that such investigation or discussion shall be performed without undue loss of working time.

- a. In no event shall a union representative leave his work for grievance purposes without first notifying his immediate supervisor so a replacement can be found, if a replacement is determined necessary in the judgment of the supervisor, who shall provide such replacement as promptly and as practicable under the circumstances without interrupting the steward's work, or the work of other employees, nor disturbing patients or visitors. Representatives under Section 1 will not leave assigned work until relieved by management. Release of the steward will not be unreasonably denied. No investigative interview shall occur with a unit person unless a steward is present.
- b. If the aggrieved employee must stop work or leave his work station to discuss a grievance with his steward, he must also notify his immediate supervisor and not leave until a suitable replacement has been found, if a replacement is determined necessary in the judgment of the supervisor. The replacement shall be provided as promptly and as practicable as possible under the circumstances without interrupting the employee's work or the work of other employees, nor disturbing patients or visitors.
- c. The aggrieved employee and the steward, upon finishing their discussion or investigation of the alleged grievance will then notify their respective supervisors when they return to the work station.
- d. The Hospital shall pay the steward and the aggrieved employee at their night or day rate for time spent in processing grievances provided that such activity takes place on the Hospital premises and that all requirements of this article have been observed by the steward and the aggrieved employee.
- e. The Hospital will not be liable for the pay of any steward or unit chairperson or other employee represented by the union when preparing for, or in the process of arbitration hearings at Step 5 of the grievance procedure.
- f. Grievances shall not be investigated or processed while the employees or stewards involved are working overtime nor will the Hospital be responsible for pay of stewards attending meetings or involved in grievances on other shifts, other than their own.

- g. There will be no abuse or excessive use of time spent in investigating grievances. In the event the Hospital alleges that the provisions of this article are being abused, such shall be subject matter for special conference(s), as provided for elsewhere in this Agreement.

Section 4. The Chapter Chairperson of the local chapter shall keep the Hospital Vice President of Human Resources informed at all times of the names of all officers, stewards, and alternate stewards. Such list shall be submitted immediately following election or appointment and shall designate the department(s) represented by the steward.

Section 5. The Chapter Chairperson, upon election, will be moved to the first shift, if a position is available in the employee's classification. This move, if required, would be accomplished by bumping the most junior employee either full-time or part-time depending on the status of the Chapter Chairperson in the same classification. This action would not apply if the employee is in a twenty-four (24) hour a day position.

#### ARTICLE 8 SPECIAL CONFERENCES

Section 1. A special conference for important matters will be arranged between the Unit Chairman and the Vice President, Human Resources or his designated representative, upon the request of either party.

- a. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Hospital. If more than two (2) representatives are deemed necessary by either the Union or the Hospital, the respective party shall notify the other as to the number of representatives necessary at the time arrangements are made for said conference.
- b. 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 conferences shall be confined to those included in the agenda.
- c. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. Members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the

Council and/or representative of the International Union. Because of the nature of the issues submitted to special conferences, the Employer agrees to schedule such conferences expeditiously.

- d. The Union representative may meet at a place designated by the Hospital on the Hospital's property for not more than fifteen (15) minutes immediately preceding the conference with representatives of the Hospital for which a request has been made.

#### ARTICLE 9 GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2. Whenever it is used herein, the term "days" shall mean calendar days. Time limits of the grievance procedure may be extended by mutual agreement of the Hospital and the Union in writing and then the new date will prevail.

Section 3. Any grievance presented in writing by an employee of the unit shall set forth the following:

- a. Who is affected.
- b. What happened.
- c. When it happened.
- d. Where it happened.
- e. What sections of the Agreement have allegedly been violated.
- f. What adjustment is requested.

The grievance shall be waived and shall not be further processed if the written grievance, by the time of the Step 2 meeting, does not include the information required by (a) through (f) of this Section. Should new information become available, grievances may be amended at any step of the grievance procedure by mutual agreement.

Section 4. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance and arbitration procedures.

- a. Step 1. Any employee with a dispute, claim or complaint concerning the meaning, interpretation or application of this Agreement shall take the matter up with his supervisor within ten (10) calendar days after

the grievance allegedly occurred in an attempt to resolve the matter. If not discussed with the supervisor within ten (10) calendar days, the grievance is forfeited. The employee shall have the right to have a steward with him if he wishes. The supervisor will give a verbal answer within two (2) calendar days, exclusive of Saturdays, Sundays and holidays.

- b. Step 2. If the grievance is not resolved in Step 1, the employee with the assistance of his steward may, within seven (7) calendar days of the immediate supervisor's answer, submit the grievance in writing to the appropriate Department Head. The Department Head will then return his/her answer in writing within seven (7) calendar days.
- c. Step 3. If the grievance is not resolved in Step 2, the employee and his steward may, within seven (7) calendar days from the receipt of the written decision of the Department Director/Manager, submit the written grievance to the Hospital, through the Vice President, Human Resources or his designated representative. The Hospital, through the Vice President, Human Resources, or his designated representative, shall return a written answer within seven (7) calendar days.
- d. Step 4. If the grievance is not resolved in Step 3, the employee or steward or unit chairperson may, within seven (7) calendar days, notify the Hospital through the Vice President, Human Resources, or his designated representative, that the matter is to be submitted to conference. At time of notification, the Vice President, Human Resources, or his designated representative, and an authorized representative of the unit shall agree upon the time and place for holding aforesaid conference within twenty-one (21) calendar days from notice. Conference shall consist of three (3) representatives of the Union's choosing, one of whom may be a representative of Michigan Council #25 or the International Union, and three (3) representatives of the Hospital. The subject matter of the conference shall be limited to the written grievance under consideration. Pre-conference meetings between Union representation and employees will be limited to fifteen (15) minutes. The Hospital, through the Vice President, Human Resources, or his designated representative, shall return a final answer in writing within seven (7) calendar days from the date of the conference.

- e. Step 5. If the grievance is not resolved in Step 4, the grievance may be submitted to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within twenty-one (21) days from the date of the Hospital's answer as provided for in Step 4 above. Failure to do so shall result in settlement on the basis of the Hospital's last answer in Step 4.
1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement and supplements. His power shall be limited to deciding whether the Hospital has violated the express articles or sections of the Agreement and he shall not imply obligations and conditions binding upon the Hospital from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserve rights of the Hospital.
  2. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, its members, the employee and/or employees involved, and the Hospital.
  3. The fees and expenses of an arbitrator shall be shared equally by the Hospital and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
  4. Any written grievance not answered by the Hospital or not appealed by the Union within the time limits set under this Agreement shall be deemed settled on the basis of either the Union's original demand, or the Hospital's last answer, whichever is applicable.
  5. A grievance may be withdrawn by the employee or his representative without prejudice up to and including the grievance step involving the aforesaid conference. Any grievance which is carried through by the employee or his representative beyond the conference may only be withdrawn with prejudice. In any event, when a grievance is withdrawn, all financial liabilities

shall be cancelled. If the grievance is reinstated, financial liability shall date only from the dates of reinstatement. If a grievance is not reinstated within thirty (30) days from the date of withdrawal, the grievance may not be reinstated.

6. The Hospital will make available for inspection by the Union necessary and material information, not privileged or confidential, relating to the processing and adjustment of filed grievance. The Union will reimburse the Hospital at cost for each document/copies requested.

#### ARTICLE 10 BACK PAY CLAIMS

Section 1. Claims for back pay must be filed in writing within ten (10) business days of the date of occurrence giving rise to the claim. Any monies the Hospital agrees are due shall be paid no later than the next scheduled pay day. In the event the Hospital disagrees, the matter may be submitted to the grievance procedure.

#### ARTICLE 11 COMPUTATION OF BACK WAGES

Section 1. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

#### ARTICLE 12 DISCIPLINE

Section 1. The Hospital agrees, promptly upon discipline of an employee, to notify in writing, setting forth the type of disciplinary action and reasons therefore, to the employee, the steward in the district of the discipline, and the unit chairperson. Employees are required to sign disciplinary reports provided, however, that by signing such reports the employee is acknowledging receipt and review only and is not to be construed as acceptance of and/or admission of guilt. Further, by signing disciplinary reports, the employee does not waive their right to file a grievance.

Section 2. The disciplined employee will be allowed to discuss the discipline with their designated steward, and the Hospital will make available an area where he/she may do so

before they are required to leave the property of the Hospital. Upon the request of the employee, a designated representative of the Hospital will discuss the discipline with the employee and the steward, providing that in cases of intoxication, use of drugs or other conduct immediately affecting operations, the employee may be required to leave before talking to the steward.

Section 3. Appeal of Discharge or Suspension. Should the discharged or suspended employee consider the disciplinary action to be improper, a complaint shall be presented in writing through the steward to the Hospital through the Vice President, Human Resources, or their designated representative, within three (3) calendar days, excluding Saturday, Sunday or holidays of the disciplinary action. The Hospital, through the Vice President, Human Resources, or their representative, will review the disciplinary action and give their written answer within five (5) calendar days, excluding Saturday, Sunday or holidays after receiving the appeal. If the decision is not satisfactory to the employee, the matter shall be referred to Step 4 of the grievance procedure.

Section 4. Appeals of disciplinary action not involving suspension or discharge (such as, but not limited to, verbal or written warnings) shall be processed through the normal steps of the grievance procedure.

#### ARTICLE 13 SENIORITY

Section 1. New employees hired in the unit shall be considered as probationary employees for the first five hundred twenty (520) hours of actual work or one hundred eighty (180) calendar days, whichever comes first. When an employee finishes the probationary period, (s)he shall rank for seniority from the last day of hire. There shall be no seniority among probationary employees.

- a. Probation may be extended up to two months on the recommendation of a department director/manager and approval of the Vice President, Human Resources, with notice of extension and reasons to the Chapter Chairperson.

Section 2. The Union shall represent probationary employees for the purpose of collective bargaining in respect to the rates of pay, wages, and hours of employment only.

Section 3. Seniority shall date from the employee's last date of hire with the Hospital.

ARTICLE 14  
SENIORITY LISTS

Section 1. Seniority means the length of continuous service of the employee with the Hospital during which time he has not quit, resigned or been terminated. Seniority shall be used as a method of priority only when specifically set forth in this Agreement.

Section 2. Seniority shall not be affected by the race, sex, age, marital status, or dependents of the employee.

Section 3. The seniority list on the date of this Agreement will show the name(s), classification(s), last date of hire and employment status (full-time, part-time) of all employees of the bargaining unit entitled to seniority.

Section 4. The Hospital will keep the seniority list up to date at all times and will provide the Chapter Chairperson with up-to-date copies at least once every four (4) months.

ARTICLE 15  
LOSS OF SENIORITY

Section 1. An employee shall lose his seniority for the following reasons only:

- a. He quits.
- b. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- c. He is absent for three (3) consecutive working days without notifying the Hospital. After such absence, the Hospital will send written notification to the employee at his last-known address that his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- d. If he does not return to work when recalled from layoff as set forth in the recall procedure.
- e. Return from sick leave and leaves of absence will be treated the same as (c) above.
- f. Employees on lay-off shall retain seniority for a period of two (2) years, provided that the employee(s) shall notify the Hospital, in writing, of their



continued interest in recall once every six (6) months. Should the employee(s) fail to indicate, in writing, their continued interest in recall to the Hospital within fourteen (14) calendar days after each 6 months' anniversary of their lay-off, such employee(s) shall lose seniority in accordance with this article.

ARTICLE 16  
SHIFT PREFERENCE

Section 1. Shift preference, within the same classification, will be granted on the basis of seniority as defined in Article 13, provided the employee can do the work. Employees granted a shift preference will replace the least senior employee on the shift and within the same classification. Shift preference will not be granted more than once in a twelve (12) month period. A shift, for the purposes of this Article, is defined as any shift that starts at any time. This Article does not permit an employee to obtain a shift preference on the shift to which s/he is presently assigned.

ARTICLE 17  
SENIORITY OF STEWARDS

Section 1. Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work on their shift as long as there is a job which they can perform in their area of representation and shall be recalled to work in the event of a layoff on the first open job which they can perform. Stewards will be maintained in a full-time position, whenever possible.

ARTICLE 18  
SENIORITY OF CHAPTER CHAIRPERSON AND CHIEF STEWARD

Section 1. Notwithstanding his/her position on the seniority list, the Chapter Chairperson of the local bargaining unit and the Chief Steward shall, in the event of a layoff of any type, be continued at work provided s/he can perform any of the work available.

ARTICLE 19  
HOSPITAL RELEASE DAY (HRD)

Section 1. An HRD is a release from otherwise scheduled work for a portion of a day up to full shift.

Section 2. An HRD, if deemed necessary because of low census shall, based on low Hospital seniority, be made on the shift and within the unit affected by excess number(s) of employee(s). Probationary and temporary employees within the affected shift and unit will be selected for an HRD prior to other employees being selected. An employee who is released will be allowed to bump the least senior employee within his/her classification and shift and in any unit provided he/she is qualified. A bumped employee may do likewise. HRD shall not apply to the Chief Steward or the Chapter Chairperson.

- a. A "unit" for purposes of this Article shall for nursing be: Med/Surg, OB, ICU, ER, Peds, OR, Mental Health Services and EMT.
- b. A "unit" for purposes of this Article shall for the remainder of the Hospital be: Pharmacy, Cardiopulmonary, Central Supply, Operating Room, Same Day Surgery, Lab, Diagnostic Imaging, Medical Records, Nutritional Services, Plant Operations, Housekeeping/Laundry, Hospital Information Services, Materials Management, Admitting, Communications, Billing, Credit & Collection, Cashier.

Section 3. The Hospital shall request volunteers for HRDs.

- a. If an employee volunteers for, or accepts and is granted a Hospital Release Day (HRD), and it becomes necessary to cancel the HRD due to call-ins and/or increased census workload, the employee will be called and requested to work as previously scheduled or assigned.
- b. If volunteers are insufficient and the Hospital invokes the procedure of Section 2 and it becomes necessary to cancel the HRD due to call-ins and/or increased census/workload, the employee will be called and requested to work as previously scheduled or as assigned.

Involuntarily released employees will be offered available hours before such hours are offered to others.

- c. If an employee is called back to work under (a) or (b) of this Section, such employee(s) shall receive a minimum of four (4) hours pay or actual hours worked, whichever is greater. If an employee under this subsection normally is scheduled for less than four (4) hours, such employee, in the event of a call back, shall receive the greater of actual hours worked or normally scheduled hours.

- d. In the case of an HRD, total hours not worked will accrue for benefit purposes only, as if such hours had been worked as scheduled.
- e. An employee on an HRD may, at his/her option, use a personal day or a vacation day.
- f. Subject to meeting qualifications and departmental need, a released employee under Section 2 of this Article may at his/her option be placed on-call under Article 48, Section 2.

ARTICLE 20  
LAYOFF

Section 1. The word "layoff" means a reduction in the working force.

Section 2. If it becomes necessary for a layoff, the following procedure will be mandatory:

- a. All employees not on the seniority list within the classification, area and shift affected will be laid off first;
- b. All probationary employees will be laid off within the classification, area and shift affected based on their date of hire with last date of hire being laid off first;
- c. Where reasonable, all part-time employees will be laid off within the classification, area and shift affected based on their seniority, with least seniority being laid off first;
- d. Full-time employees will be laid off within the classification, area and shift affected based on their seniority, with least seniority being laid off first.
- e. Should an employee(s) not be able or desire to bump in accordance with this article, such employee(s) shall be laid off.

At the time the employee(s) is laid off, the Hospital shall provide such employee(s) the following information:

- 1. A copy of Article 15 (Loss of Seniority)
- 2. A copy of the layoff procedure (Article 20)
- 3. A copy of the recall procedure (Article 21)

Section 3. Excluding bumped employees, employees to be laid off for an indefinite period of time will be given at least ten (10) calendar days notice of layoff. The Chapter Chairperson and local Financial Secretary will receive a list from the Hospital of the employees being laid off on the same day notices are issued to the employees. Notices of layoff will not apply if layoffs are required because of Acts of God (fire, tornado, etc.)

Section 4. An employee on indefinite layoff or an employee who has been bumped as a result of the layoff, will have the right to bump within two (2) calendar days after receiving notice of layoff or notice that s/he has been bumped as a result of a layoff. The bumped employee or an employee receiving a ten (10) day notice of layoff will have two (2) calendar days from notification of being bumped or notification of indefinite layoff to either accept the layoff or exercise his/her bumping rights. Employees wishing to bump will notify the Vice President, Human Resources of their intentions to bump. Bumping will occur as follows:

- a. An employee wishing to bump must first bump the least senior full or least senior part-time employee within the classification, area and shift from which they are bumping;
- b. In the event the bumping employee is unable to bump (per a. above), the employee will then be allowed to bump the least senior full or least senior part-time employee within their classification in any area and on any shift, providing he/she can do the job.
- c. In the event the bumping employee is unable to bump (per b. above), the employee will then be allowed to bump the least senior full or least senior part-time employee within any classification, in any area and on any shift providing such employee meets the minimum qualifications, or provided the employee has successfully worked in the classification within the last two (2) years, and is able to perform the work after a two (2) working day orientation period, in which the employee will receive normal supervisory instructions.

Section 5. An employee on indefinite layoff will accrue seniority while on layoff, but shall not use seniority accrued while on layoff for advancing on the wage scale.

Section 6. An "indefinite layoff" is defined as any reduction in hours of work. In the event an employee volunteers for reduced hours and the Hospital agrees, benefits shall not be reduced because of such reduction of hours.

Section 7. An employee on indefinite layoff will have the option of being paid out for all accumulated vacation and sick days at time of layoff, or banking same for length of layoff or being paid out at the end of two (2) years, if not recalled.

Section 8. It is understood between the Hospital and the Union that the part-time work force is used to supplement the full-time work force and is not to be used to displace or replace the full-time work force. Therefore, in case of layoff, the Hospital agrees to maintain as many full-time positions as is reasonable. Any dispute(s) as a result of this action, will be submitted to Step 3 of the grievance procedure.

#### ARTICLE 21 RECALL PROCEDURE

Section 1. When the working force is increased after a layoff, employees will be recalled according to seniority, by inverse order of the layoff, with the most-senior employee on layoff from the classification and employment status laid off from to be increased recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within six (6) calendar days from the date of mailing of notice of recall, he shall be considered to have quit. In the event there are no employees on layoff from the classification to be increased, the employer will send out the job posting to all laid off employees before filling the position from outside the Hospital. Employees not signing for the job will not be considered to have quit for the purposes of recall.

Section 2. A laid off employee:

- a. must accept a posted position for which he/she is qualified, and
- b. must accept a recall to a position for which he/she is qualified.

If such employee does not accept (a) or (b) above, he/she shall forfeit recall and seniority rights. A laid off employee shall be recalled to his former position and such position need not be posted until all former occupants have been offered such position(s).

Section 3. Notice of recall shall be sent to employee(s) at their last known address by certified mail. Failure to deliver Certified Mail by the U.S. Post Office due to non-response to notice or unreported change of address will be considered as

notification to the employee(s). If an employee(s) fails to report for work within six (6) calendar days from the date of mailing of notices of recall, he shall be considered to have quit without notice. It shall be the responsibility of the employee(s) to inform the Hospital of any change of mailing address as soon as possible.

#### ARTICLE 22 TRANSFERS

Section 1. If an employee is transferred to a position within the Hospital, not included in the bargaining unit, and is thereafter within six (6) weeks transferred again to a position within the bargaining unit, the employee shall have accumulated seniority while working in the position to which transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. After six (6) weeks all such accumulated benefits and/or seniority shall be forfeited.

Section 2. The Hospital agrees that in any movement of bargaining unit work it will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

#### ARTICLE 23 POSTING AND BIDDING PROCEDURES

Section 1. Temporary jobs of thirty (30) calendar days or less need not be posted.

Section 2. Vacancies and/or newly created positions of over thirty (30) calendar days within the bargaining unit shall be posted listing minimum qualifications and requirements and shall be filled on the basis of the senior employee who meets the qualifications and requirements.

Section 3. Job vacancies will be posted on the job posting bulletin board for a period of five (5) calendar days, setting forth the minimum qualifications and requirements for the position. Awarded positions will be filled as soon as possible.

3.1 Employees interested shall apply by filling out a four copy bid form within the five (5) calendar day posting period. It is the obligation and responsibility of the bidder to provide evidence that (s)he meets the minimum requirements and qualifications, and this evidence must be presented to the Personnel Department by the close of the five (5) calendar day posting period.

3.2 It shall be the duty of the Personnel Department to verify that all requirements and qualifications have been met. The Personnel Department shall then forward to the appropriate department the name of the most senior bidder meeting the minimum qualifications.

3.3 The Chapter Chairperson shall be notified of the names of all applicants bidding on a job posting.

Section 4. The senior employee applying for the position and who meets the minimum requirements and qualifications shall be granted up to a two (2) week trial period to determine their desire to remain on the job and their ability to perform the job.

4.1 During the trial period the employee shall have the opportunity to revert back to his/her former classification.

4.2 If the employee is unsatisfactory in the new position, notice and reasons shall be submitted, in writing, to the Union by the Hospital with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

Section 5. In the event the senior applicant is denied the position, reasons for denial shall be given in writing to the Chapter Chairperson. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

Section 6. Employees who have transferred in accordance with the foregoing provisions, whether as promotions or demotions or laterally, shall be paid under the following formula.

6.1 If the employee has moved laterally or taken a lower classification position, they shall receive the rate to which their hospital-wide seniority would entitle them to in that classification.

6.2 If the employee moves into a higher paying classification, (s)he shall receive that rate of pay to which their hospital-wide seniority would entitle them to in that classification.

6.3 In each instance, progression shall be upward from those points in accordance with this Agreement.

#### ARTICLE 24 REINSTATEMENT OF VETERANS

Section 1. The re-employment rights of seniority employees will be in accordance with all applicable laws and regulations.

ARTICLE 25  
EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Section 1. 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 in connection with their employment under applicable federal laws in effect on the date of this Agreement.

ARTICLE 26  
LEAVES OF ABSENCE

Section 1. Upon written request, leaves of absence for periods not to exceed the periods set forth below can be granted in writing without loss of seniority for the following reasons. Such leave may be extended for like cause. Items a. and b. below, must be certified by attending physician, if requested.

- a. Disability leave (physical or mental), non-occupational, up to 15 months of certified disability. Leaves for certified occupational disability shall be for up to two (2) years.
- b. Prolonged illness of wife, husband or child up to six (6) months. Upon CMCH's request, "prolonged illness" will be documented.
- c. Educational leave, up to two (2) years, providing the education or training is connected with employment. After completion of educational leave, the employee will work for the hospital at least for a period of time equal to the leave of absence under this subsection. If the employee fails to work such period of time, he/she shall forfeit any accrued and prorated benefits.
- d. Serving in any elected or appointed position in the union - up to 2 (two) years.

Section 2. Employee(s) shall accrue seniority while on a paid Leave of Absence. Employees on an unpaid Leave of Absence will not lose seniority, but will not accrue seniority during this period.

- a. If the unpaid Leave of Absence is six (6) weeks or less, the employee shall be returned to his previous position.



- b. If the unpaid Leave of Absence is over six (6) weeks, the employee shall be returned to the classification held at the time the LOA was granted. In the event that there are no open positions at the time the employee returns, the person with the least seniority in the returning employee's classification shall either be reclassified or laid off.

Section 3. Any member(s) of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without loss of time or pay for not more than a total of five (5) days per year to attend such conferences and/or conventions.

Section 4. During period(s) of Leaves of Absence for disability, as defined in Section 1a. and 1b. above, an employee must utilize all accrued sick leave and all earned vacation days, except that five (5) vacation days may be retained. An employee using benefit days shall maintain benefits otherwise due.

Section 5. Upon written request from seniority employees, leaves of absence for up to thirty (30) calendar days, during the period of this Labor Agreement, may be granted at the discretion of the Hospital, for reasons not cited in Section 1a. through c. above. Such LOA's will not be granted until all accrued benefit days have been exhausted.

Section 6. Employees who are in some branch of the Armed Forces Reserve or National Guard will be paid the difference between their reserve pay and their regular pay with the Hospital 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 (2) weeks per year is the normal limit for such payment.

#### ARTICLE 27 UNION BULLETIN BOARDS

Section 1. The Hospital will provide three (3) bulletin boards, plus one (1) job posting board, which may be used by the union for posting notices of the following types:

- a. Notices for recreational and social events
- b. Notices of Union Elections
- c. Notices of results of Union Elections
- d. Notices of Union meetings
- e. Job postings

The three (3) Union bulletin boards shall be placed at employee entrance locations and shall be accessible to all Union members.

ARTICLE 28  
RATES FOR NEW JOBS

Section 1. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Hospital will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 29  
TEMPORARY ASSIGNMENTS

Section 1. Temporary assignments of over thirty (30) days for the purpose of filling vacancies of employees who are on vacation and/or approved leaves of absence will be granted to the senior employee in the department provided the employee can immediately perform the work. Such employee will receive the rate of pay of the higher paying classification for all hours worked while filling such vacancy. Upon completion of the temporary assignment, the affected employee shall revert to the position the employee held prior to taking of the temporary assignment.

ARTICLE 30  
JURY DUTY AND WITNESS DUTY

Section 1. Jury Duty. An employee who serves on jury duty on a day that he is scheduled to work will be paid the difference between his pay for jury duty and his regular pay providing:

- a. A first-shift employee who is excused from jury duty before 1200 hours shall report for work upon being excused.
- b. A second-shift employee who is excused from jury duty before 1300 hours shall report for work at their regularly scheduled time.
- c. A third-shift employee who is scheduled for jury duty immediately following their scheduled shift will advise their supervisor or department head as soon as they are aware of this jury duty assignment so that they may be replaced on their Hospital schedule.
- d. If an employee does not perform jury duty as a juror on the day scheduled, s/he shall receive pay for such jury duty if it is certified in writing that the employee was in court.

Section 2. Witness Duty. In the event an employee is subpoenaed for and responds to witness duty in a judicial action (not an administrative proceeding) during hours for which s/he is scheduled to work, the Hospital shall pay the difference between the witness fee and his/her regular pay for necessary hours lost from scheduled work. This paragraph shall not apply in the case of an employee who is subpoenaed as a witness to give testimony contrary to the interests of the Hospital.

ARTICLE 31  
RISK MANAGEMENT/SAFETY COMMITTEE

Section 1. The Hospital shall continue to provide for the safety of the employees during the hours of their employment. In this regard, the Hospital will maintain a Risk Management/Safety Committee composed of Hospital employees, including personnel represented by AFSCME. The above Committee will receive and consider written ideas from any employee or the Union. Safety will be an appropriate subject for special conference.

ARTICLE 32  
EQUALIZATION OF OVERTIME/EXTRA HOURS

Section 1. Overtime hours, except in an emergency, shall be divided as equally as possible among full-time employees in the same classification in their department. An up-to-date list showing overtime hours will be posted in a prominent place in each department.

Section 2. Extra hours, except in an emergency, shall be divided as equally as possible among part-time employees in the same classification in their department. An up-to-date list showing extra hours will be posted in a prominent place in each department.

Section 3. Whenever overtime or extra hours are required, except in an emergency, the person with the least number of overtime hours for full-time employees or extra hours for part-time employees, in that classification and in that department, will be called first and so on up the list in an attempt to equalize the overtime/extra hours. If the Hospital goes through all employees on the list and no one will volunteer to work, the Hospital will call the employee with the least amount of hours on the appropriate list and order the employee to report for work.

Section 4. For the purpose of this Article, time not worked because the employee was unavailable, no answer of the telephone, or did not choose to work, will be charged the number of overtime and/or extra hours of the employee(s) working during that call-out period. (Two (2) hour minimum).

Section 5. A full-time employee who desires overtime or a part-time employee who desires extra hours shall put that desire in writing to the Department Head with a copy to the Chapter Chairperson.

- a. A full-time employee or part-time employee who DOES NOT want overtime or extra hours, as appropriate, shall put that desire in writing to the Department Head, with a copy to the Chapter Chairperson. If an employee elects the above option, the employee must stay on the list for three months. After three months, the employee may request to be placed on the list for overtime (full-time employee) or extra hours (part-time employee). If an employee makes this request, it will be effective on the first day of the month following their request.
- b. To equalize overtime hours or extra hours for employees who have been on the DO NOT want overtime/extra hours lists and return to the DO want lists, such employees will be given the hours of the person with the most amount of hours on the appropriate list.
- c. The Hospital retains the right, should no employee be available, to assign the employee with the least amount of hours, and if all hours are equal, the next person on the rotation list whose turn it would be, in the classification and department, and the same status (full-time or part-time) to do the required work.

Section 6. Overtime and extra hours will be computed for employees in the same classification and department from October 1 through September 30 each year. Excess overtime and/or extra hours will be carried over each year (Oct. 1 - Sep. 30) and are subject to review at the end of each quarter. (See Section 7 below).

Section 7. Quarterly equalization of overtime and extra hours lists will be audited by each department and forwarded to the Vice President, Human Resources who will consolidate and provide the results to the Chapter Chairperson.

#### ARTICLE 33 WORKING HOURS

Section 1. The work day shall be divided into three (3) shifts. The first shift is any shift which regularly starts on or after 5:00 a.m. but before 3:00 p.m. The second shift is any shift which regularly starts on or after 3:00 p.m. but before 11:00 p.m. The third shift is any shift which regularly starts on or after 11:00 p.m. but before 5:00 a.m.

Section 2. Employees working a shift which begins between the hours of 2:00 p.m. and 5:00 a.m. shall receive a shift premium above their base pay of thirty cents (.30) per hour for all hours actually worked.

Section 3. The regular full working day shall consist of eight (8) hours per day including one-half (1/2) hour off for lunch within said (8) hours.

Section 4. Employees may take a fifteen (15) minute "rest break" in the a.m. and also a fifteen (15) minute "rest break" in the p.m. or the first half and second half of their regular shift, whichever may apply.

Section 5. Employees' work schedules shall be made out in advance and posted. After work schedules are posted, all requests for a change in schedule, other than for immediate and unforeseen circumstances must be submitted in writing to the supervisor responsible for scheduling. Approval of time off shall be so indicated on the request form and will be signed by the supervisor. In the event an employee's work schedule is thereafter changed, the supervisor shall notify the employee involved immediately, giving equal consideration to those employees affected. Excluding emergencies or unforeseen circumstances, the Hospital, before it changes its present practice in regard to scheduling employees off on weekends, will notify the Union and discuss the pending change.

Section 6. Each employee shall be required to punch "in" on the time clock no earlier than six (6) minutes prior to reporting for duty and to punch "out" no later than six (6) minutes after the employee finishes the scheduled work shift or approved overtime. In the event an employee does not punch "in" and "out" the employee shall notify the supervisor or department head for approval and initialing of the time card. Employees who punch "out" later than six (6) minutes after schedule and who have not received prior approval will not be paid overtime.

#### ARTICLE 34 LONGEVITY

Section 1. A longevity bonus will be paid to employees who complete five (5), nine (9), fourteen (14), or eighteen (18) years of seniority on the anniversary date of their hiring on a schedule of 1%, 2%, 3% and 3.5%, respectively. The longevity bonus shall be based upon earnings for all hours paid during the past year immediately prior to the anniversary date. Part-time employees must have worked a minimum of 624 hours per year as provided for in Article 51 to qualify for the longevity payment. Longevity payment will be by separate check within thirty (30) days of the anniversary date.

ARTICLE 35  
SICK LEAVE

Section 1. All full-time employees covered by this Agreement shall accumulate one (1) sick leave day per month not to exceed twelve (12) days per year, with unlimited accumulation. One-half (1/2) of all accumulated and unused sick leave days, maximum of 100 days, will be paid upon severance of employment with the Hospital, provided the employee has been employed less than five (5) years. One hundred percent (100%) of accumulated and unused sick leave days, maximum 100 days, will be paid upon severance of employment with the Hospital, provided the employee has been employed five (5) years or more. Upon the death of an employee, sick leave days to be paid will be paid to the employee's estate. All sick leave days being paid will be paid at the prevailing base rate. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing vacation and sick leave benefits referred to in this Agreement and will be construed as days worked specifically. For part-time employees, see Article 51. Provided that if an employee quits or fails to give a ten (10) day notice, he shall forfeit all accumulated sick leave.

An accrued but unused sick leave day(s) is payable for an employee's bona fide non-occupational disability which prevents such employee(s) from performing the duties of his/her job.

Upon CMCH's request, the third separate instance of bona fide disability within a calendar year will be medically documented.

Section 2. Employee(s) can use accrued sick leave benefits for the serious illness of their spouse or child(ren). Upon request, "serious illness" will be documented.

Section 3. For the period November 1, 1981 to October 31, 1982 and for yearly periods thereafter, upon written notice to the Hospital by an entitled employee on or prior to November 15, the Hospital will:

Pay at then current rates one-half (50%) of earned but unused sick leave days applicable to the above-described and current yearly period, such payment to be made by separate check on the first payday in December.

Bank the remaining one-half (50%) of earned but unused sick leave days applicable to the above-described yearly period. In the event an eligible employee does not desire to request payment as above described, such earned but unused sick leave days shall be treated under Section 1 of this article.

ARTICLE 36  
FUNERAL LEAVE

Section 1. An employee will be allowed up to three (3) scheduled working days as funeral leave for the sole purpose of attending the funeral of a member of the immediate family.

Additional time up to two (2) days will be allowed based on extenuating circumstances. In no event will an employee receive funeral leave pay for the second day after the funeral or beyond. Upon approval by the Hospital, employees can use accrued vacation time and accrued personal days if additional day(s) are needed beyond those above stated. In considering such leave requests, the Hospital will not be arbitrary and capricious and will consider both the needs and wishes of the employee and the efficient operation of the department concerned.

Section 2. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, great-grandparents, grandchildren, or a member of the employee's household.

Section 3. The Chapter Chairperson or designated representative shall be allowed up to four (4) paid hours of funeral leave for the exclusive purpose of attending the funeral of a local union member.

Section 4. When death occurs in an employee's immediate family and such employee is off on paid vacation; the number of vacation days up to three (3) which coincide with up to three (3) paid funeral leave days following the date of death shall be rescheduled. The same day shall not be paid under both vacation and paid funeral leave.

Section 5. Paid funeral leave is at the straight time rate and will not be used for computing hours for overtime.

ARTICLE 37  
PERSONAL LEAVE

Section 1. After one (1) year of employment, each full-time and part-time employee (see Article 51) shall be entitled to two (2) personal leave days per year. Such days shall be deemed eight (8) hour days but may be taken in four (4) hour intervals. Employees shall be paid for personal leave days at their regular hourly rate, based on their average daily hours for the week during which the personal leave day is taken. Employees shall

give one (1) week advance notice for a personal leave day. However, special arrangements may be made in emergencies. Personal leave days are non-accumulative.

Section 2. Employees shall give one (1) week advance notice for a personal leave day. Employee's personal leave day will be granted considering both the wishes of the employee and the efficient operation of the department concerned. However, permission of the employee's department head shall be secured prior to the taking of said day, which permission shall not be arbitrarily withheld. In the event the employee feels that an improper denial is given, the employee and a representative of the Union shall meet with the supervisor or department head and the head of Personnel to resolve the matter. If the personal leave day is denied for proper reasons and the employee has not utilized his personal leave day(s) prior to the end of the year, the employee shall be paid for any personal leave day that was requested and denied.

ARTICLE 38  
TIME AND ONE-HALF

Section 1. Time and one-half will be paid as follows:

- a. For all hours worked over eight (8) hours in a twenty-four (24) hour period from the start of the full-time employee's regularly scheduled shift. A part-time employee's regularly scheduled shift shall be the twenty-four (24) hour period which starts with such employee's last shift worked, which is separated by twenty-four (24) hours from the start of the previous shift.
- b. For all hours worked over forty (40) hours per week.
- c. Employees who are required to work overtime shall receive fifteen (15) minutes overtime pay for the first seven (7) minutes overtime worked beyond each quarter hour.

Section 2. If a full-time employee volunteers for work and performs such work outside her scheduled hours for a pay period, the Hospital will not reduce such employee's scheduled hours in the same pay period - except by mutual agreement - for the sole purpose of avoiding the payment of overtime premium.



ARTICLE 39  
HOLIDAY PROVISIONS

Section 1. Paid holidays are designated as follows:

Memorial Day	Christmas Day
Fourth of July	New Year's Day
Labor Day	Easter
Thanksgiving Day	Employee's Birthday

Section 2. Employees who work on a holiday recognized by this Agreement will be paid their current rate based on an eight (8) hour day and in addition will receive a substitute holiday off with pay.

Section 3. Employees who work on a holiday recognized by this Agreement will be paid their current rate based upon an eight (8) hour day and, in addition, shall receive a thirty cent (.30) per hour premium for each hour worked. The current practice of granting a substitute day off for a worked holiday shall be continued.

ARTICLE 40  
VACATION ELIGIBILITY

Section 1. An employee will earn vacation with pay in accordance with the following schedule:

- a. One (1) year but less than two (2) years - ten (10) working days.
- b. Two (2) years but less than three (3) years - twelve (12) working days.
- c. Three (3) years but less than five (5) years - fifteen (15) working days.
- d. Five (5) years but less than eight (8) years - eighteen (18) working days.
- e. Eight (8) years or more - twenty-one (21) working days.

Section 2. All unused vacation days will be paid upon severance with the Hospital at the prevailing rate. An employee while on vacation will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically, provided that if an employee quits and fails to give a ten (10) day notice, he shall forfeit all unused vacation days as well as accumulated sick leave. Upon the death of an employee, all earned vacation time will be paid to the employee's estate.

ARTICLE 41  
VACATION PERIOD

Section 1.1 Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the department concerned. The Hospital shall schedule vacations and notify employees of schedules as early in the year as practicable.

Section 1.2 Employees requesting vacations shall do so in writing, such requests shall apply to the then current year only and shall be made on forms provided by the Hospital.

Written vacation requests received and time dated by the Hospital (Department Head) from January 1 to and including January 10 shall be judged and vacation periods allocated on the basis of seniority of the requesting employee(s).

Written vacation requests received and time dated by the Hospital (Department Head) from January 11 and thereafter during the year shall be judged and vacation periods allocated on a first-come, first served basis.

Section 1.3 The Hospital shall respond to each request in writing no less than four (4) weeks prior to the first day of the requested vacation provided the employee has submitted the request soon enough to provide sufficient time to do so. In cases where earlier confirmation is necessary due to long-term planning of vacations, the Hospital will endeavor to give written approval as soon as possible.

Section 2.1 When a holiday is observed by the Hospital during a scheduled vacation, the vacation will be extended by one (1) day if arrangements were made by the employee in writing on the vacation request form.

Section 3. A vacation may not be waived by an employee and extra pay received for work during that period.

Section 4.1 If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled provided the employee makes a written request to do so and provided the employee uses accrued sick leave hours in lieu of the vacation that was pre-empted by the illness.

Section 4.2 If the employee is not under the care of a duly licensed physician and therefore does not use sick leave hours, he will be paid for his vacation hours and his vacation will not be rescheduled.

Section 4.3 In the event his incapacity continues through the year, he will be paid, in lieu of vacation, for vacation hours not scheduled.

Section 5. It is understood that employees working in 7-day, 24-hour positions will normally work 26 weekends, (Saturday - Sunday) each calendar year. If an employee(s) takes a vacation which included an otherwise scheduled weekend(s), then one such weekend per calendar year will not be required to be made up.

Section 5.a Employees who call in on regularly scheduled weekend may be required to make up this weekend within the next posted schedule.

Section 6. Rate During Vacation. Employees will be paid their current base rate, excluding shift premium, while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 42  
HOSPITALIZATION/MEDICAL/DENTAL COVERAGE

Section 1. The Hospital will pay the full premium for Blue Cross/Blue Shield MVF-1 Master Med, D45NM, IMB-OB, F.C., S.D., ML, PREVENT, Second Surgical Opinion, and Foot Surgery Pre-determination Riders, and semi-accommodations for Hospital employees and their families requesting same. An employee on leave of absence for illness, injury or medical maternity, may maintain this coverage at group rates for up to six (6) months by self-payment of premiums to the Hospital on or prior to the first day of the month preceding the month for which coverage is to be afforded. Blue Cross/Blue Shield will be available only to employees on the first of the month following attainment of seniority.

On an insurance contract year basis (12-1 to 11-30), the following shall apply to foreign claims:

- \$100.00 yearly deductible for single participant coverage
- \$200.00 yearly deductible for two-person or family coverage

Foreign claims are claims arising by virtue of coverage and use by employees and their covered dependents of Hosp/Med/Surg services at a hospital other than CMCH and which CMCH provides. Emergency services and services provided that are not provided by CMCH shall not be subject to the above deductible.

Section 2. Employees of the Hospital who retire after July 1, 1979, will be allowed to continue participation in the Hospital's Employee Health Insurance Plan as defined in this

Article, Sections 1 and 3, by self-payment of the premiums to the Hospital, provided the employee retires under the provisions of the "Retirement Plan for Employees of Central Michigan Community Hospital" now in effect and complies with all Blue Cross/Blue Shield rules and regulations governing self-payment on group coverage. Payment is to be received in the Personnel Office on or prior to the first day of the month preceding the month for which the coverage is to be afforded.

Section 3. Effective July 1, 1980, for full-time seniority employees with one (1) year's seniority, the Hospital will pay the entire cost of pre-paid dental coverage for the 75/50/50% plan as provided by Michigan Blue Cross/Blue Shield. The maximum benefit for each calendar year is \$1,000. Full-time seniority employees achieving one (1) year's seniority after July 1, 1980, shall be covered by the pre-paid dental insurance on the first day of the month following the completion of one (1) year of seniority. Coverage during non-work time is covered by Section 1 of this Article.

Section 4. An employee covered by Blue Cross/Blue Shield Hospital/Medical Surgical/Dental Insurance as shown in Article 42 and who becomes disabled because of a work-related injury or illness and who is receiving Worker's Compensation benefits, shall have such contractual benefits continued for a period of two (2) years from the commencement of Worker's Compensation benefits provided such employee has not terminated their employment with the Hospital.

Section 5. The benefits under this Article may be provided by alternate plan administrators; provided that there shall be no reduction in benefits as provided in this Article.

#### ARTICLE 43 LIFE INSURANCE COVERAGE

Section 1. The Hospital agrees to pay the full premium for term life insurance for each full-time employee in the amount of \$6,000 for the term of this Agreement. The Hospital agrees to pay the full premium for term life insurance for each part-time employee in the amount of \$3,500 for the term of this Agreement.

Section 2. In accordance with regulations of the insurance carrier, seniority employees may add additional life insurance at the employee's expense.

ARTICLE 44  
COMPUTATION OF BENEFITS

Section 1. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 45  
CONTRACTING WORK

Section 1. In the event of contracting out work, the Hospital shall follow the proper procedures as outlined in this contract as to seniority and layoff. However, for the above-mentioned subject, the Hospital shall notify the Union of such decisions and shall call a special conference for the purpose of giving the employees involved every protection possible as to job security. If the Hospital contracts out unit work, employees with seniority as of January 1, 1981, and affected thereby, will not suffer a permanent layoff as a result of such contracting out.

ARTICLE 46  
NO STRIKE OR LOCKOUT

Section 1. It is mutually agreed that the Union shall call no strike and the Hospital shall not call a lockout during the term of this Agreement.

ARTICLE 47  
HOSPITAL SERVICES

Section 1. All physical examinations during employment (including pre-employment physicals) and including x-rays and lab tests which are required as a condition of continued employment will be provided and paid for by the Hospital.

Section 2. The Hospital Pharmacy shall offer for sale at cost plus ten percent (10%) those drugs available in stock pursuant to prescriptions for employees, their spouse and children only. All prescriptions must be paid for at the time they are picked up, or by payroll deduction.

ARTICLE 48  
CALL-IN PAY

Section 1. Any employee called in to work at a time other than his regular shift shall be provided work for a minimum of four (4) hours or pay for four (4) hours. If call comes within

two (2) hours of the start of the regularly scheduled shift, overtime shall be paid instead of four (4) hours minimum providing the employee works in excess of eight (8) hours.

Section 2. On-Call: When an employee is assigned to take call, he shall receive ninety-five cents (.95) per hour for each hour he is on call. When he is called in to work, he shall receive the greater of: 1) pay for actual time worked, or 2) four (4) hours minimum for each call; if more than four (4) hours elapse between call-ins. If call comes within two (2) hours of the start of the regularly scheduled shift, overtime shall be paid instead of four (4) hours minimum. He shall be paid at the straight-time rate or overtime rate, if applicable, for time when called in. On-call pay shall not be duplicated for hours during which the on-call person is actually punched in.

In the event the Hospital determines that on-call is needed:

- (i) On-call shall be offered to the senior employee on HRD first and so forth until all employees on HRD have been offered on-call,
- (ii) If no or insufficient volunteer(s) are found, the least senior employee on HRD shall be assigned on-call duty. On-call as a result of a mandated HRD will be paid at the rate of \$1.25 per hour. Other on-call will be ninety-five cents (.95) per hour.

Section 3. Employee(s), on their scheduled day(s) off, who are called in to work a complete eight (8) hour shift, and such call is received within fifteen (15) minutes before or any time after the start of such shift, will be paid from the beginning of such shift, provided they report to work within one (1) hour of the start of such shift.

#### ARTICLE 49 DISTRIBUTION OF AGREEMENT

Section 1 Copies of the contract will be furnished to each employee. The Hospital and the Union will share the expense equally.

#### ARTICLE 50 PROTECTIVE CLOTHING

Section 1. Whenever and wherever the Hospital requires the employees to wear protective clothing or devices as a condition of employment, the Hospital shall furnish the same at its cost.

ARTICLE 51  
DEFINITIONS OF EMPLOYMENT

Section 1. It is hereby agreed that the following definitions of employment shall be applied throughout the contract:

- a. FULL-TIME EMPLOYEES are those regularly employed who ordinarily work forty (40) hours per week.
- b. REGULAR PART-TIME EMPLOYEES are those who are ordinarily scheduled to work twelve (12) hours or more per week, but not forty (40) hours per week.
- c. TEMPORARY EMPLOYEES are those employees who will be used in the event of an extended absence of longer than three (3) days.

Section 2. All employees so defined herein are dues paying members of the Union whether they receive any fringe benefits or not. Temporary employees shall receive no fringe benefits but shall be entitled to the regular starting rates in whatever jobs they are working. Part-time employees shall be given the first choice when any temporary full-time positions are available within their classifications.

Section 3. Temporary employees will not be used to take the place of regular employment or work in regular job classifications when other regular employees are available. It is expressly understood that these employees are used to assist the regular work force only. It is clearly understood if an employee who is classified as temporary is retained as a regular part-time or regular full-time employee, or who works beyond the length of their probationary employment, they shall have seniority applied toward probationary period and benefits credited back to their last date of hire.

Section 4. Regular part-time employees as herein defined shall receive proportionately all benefits provided for in this contract for full-time employees, the fraction being one in which the numerator is the total number of hours worked by the employee and the denominator is 2080 hours, providing they have worked 624 hours in the previous year. The use of part-time employees is necessary to provide adequate staffing needs of the Hospital.

Therefore, consistent with all applicable and relevant factors, the Hospital agrees to maintain as many full-time positions as is reasonable. Part-time positions will not be created solely to avoid the coverage of Hospital, Medical and dental insurance.

Any dispute on any current or future part-time positions will first be discussed at a Special Conference, and if not resolved, will be submitted to the final step of the grievance procedure.

Section 5. Provided that hospitalization benefits shall be available only to those part-time employees who are normally scheduled to work thirty (30) hours or more per week and it shall be available as is provided for in Article 42.

Section 6. Life insurance shall be available to all regular part-time employees in accordance with Article 43.

#### ARTICLE 52 TRAINING REIMBURSEMENT PROGRAM

Section 1. If a regular full-time employee or part-time employee (scheduled 30 hours or more per week) is required by State or Federal law or by the Hospital as a condition of employment to maintain certain educational levels to keep a required license, the following training reimbursement program will apply. The employee(s) shall, in advance of commencing such required educational training, submit a letter of application to the Personnel Department for reimbursement of the cost of tuition and course material. The letter of application shall list the course(s) to be taken, by title and course number, along with a short description of the course content the name of the educational institution and the cost thereof. Upon approval of such application by the Hospital and upon proof of satisfactory completion of the course(s) and the amount expended for tuition and course material(s), the employee(s) shall be reimbursed for such expenses up to two hundred dollars (\$200) per contract year, provided that the employee agrees in writing to remain an employee of the Hospital for a period of twelve (12) months following the completion of the course(s). If such employee leaves the Hospital's employ prior to the end of the twelve (12) month period, the employee will repay the educational reimbursement to the extent of one twelfth (1/12) of such sum for each month the employee is short of meeting the twelve (12) month requirement. The Hospital will use its best efforts to reschedule employees so that they will be able to attend educational classes during non-work time.

#### ARTICLE 53 TEMPORARY SUPERVISION

Section 1. Any employee except LPN's appointed by the Administrator or a supervisor to supervise during vacation, extended illness or leaves of absence or any other extended period of time, will be paid an additional twenty-five cents (.25) per hour on his regular rate during such supervision.



Section 2. Any Licensed Practical Nurse appointed by the Administrator or any supervisor to supervise a nursing station in lieu of a Registered Nurse will be paid an additional thirty-five cents (.35) per hour on their regular rate during such supervision.

ARTICLE 54  
PENSION

Section 1. The present pension plan now in force shall be upgraded to comply with the pension Reform Act of 1974 and shall be continued for the duration of this Agreement. The terms of the plan are available in the Personnel Department in booklet form and may be read there by employees.

Section 2. Effective April 23, 1979, the mandatory retirement age for employees within the bargaining unit shall be age 70. For purposes of pension, the normal retirement date shall remain age 65. In the area of pension, the covered compensation base will be frozen as of the end of the month in which normal retirement age occurs, even though an employee may work beyond age 65.

ARTICLE 55  
FLEXIBLE BENEFITS

Section 1. During the term of this Agreement, the Hospital, after notification to the Union, may implement a flexible benefits program. There shall be no reduction or substitution of benefits unless specifically elected in writing by the affected employee(s).

ARTICLE 56  
PRESERVATION OF BARGAINING UNIT JOBS

Section 1. It is the intention of the Parties to preserve unit jobs. The parties recognize that the needs of the patient are paramount and the job security of unit employees is the goal of both parties.

Section 2. In the event the Union determines that the work of Supervisor(s) is interfering with the job security of existing unit employee(s), the Union will discuss the matter with management at the Special Conference level provided in Article 8. If the matter remains unresolved after Special Conference, the Union, at its option, can submit the dispute to the final step of the Grievance Procedure.

ARTICLE 57  
SUCCESSOR CLAUSE

Section 1. This Agreement shall be binding upon the Hospital's successor, whether such succession be effected voluntarily or by the operation of law, and in the event of the Hospital's merger or consolidation with another employer.

ARTICLE 58  
ENTIRE AGREEMENT

Section 1. The parties acknowledge that during negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Hospital and the Union each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term, subject only to a desire by both parties to mutually agree to amend, or supplement at any time.

ARTICLE 59  
TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until midnight (12:00 a.m.) June 30, 1991.

Section 2. If either party desires to amend and/or terminate this agreement, it shall, ninety (90) days prior to the above termination date, give written notification of same. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party on ninety (90) days' written notice prior to the current year's termination date. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on a ten (10) day written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 3. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Michigan Council 25, AFSCME, AFL-CIO; 1034 N. Washington Avenue, Lansing, MI 48906; and if to the Hospital, addressed: Mt. Pleasant, Michigan 48858; or to any such address as the Union or the Hospital may make available to each other.

ARTICLE 60  
EFFECTIVE DATE

Section 1. This Agreement shall become effective as of July 1, 1988.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this day and year first above written:

FOR THE UNION:

Geoff. Herbert  
John A. Kiel  
James D. Kuroda  
John Mwanika  
Diana Stary  
James Ventro Council 25

FOR THE HOSPITAL:

William A. Kinsler  
Richard Kinsler  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX

Central Michigan Community Hospital  
Classification Distribution  
Bargaining Unit

Group 1

Housekeeper I  
Laundry Aide  
Dietary Aide

Group 2

Nurse Aide  
Housekeeper II  
Switchboard Operator  
Patient Registration Clerk  
Record Clerk  
Radiology Aide

Group 3

Group 4

Cashier  
General Clerk  
Diet Clerk  
Relief Clerk

Group 5

Unit Secretary  
PAS Clerk

Group 6

Computer Operator  
Secretary (Lab, Radiology)  
Cook  
Storeroom Clerk  
Pharmacy Tech  
Basic EMT  
R.T. Tech I  
EKG Tech/Secretary

Group 7

Sr. Pharmacy Tech  
Billing Clerk  
Medical Transcriptionist  
OR/CS Aide

Group 8

R.T. Tech II  
Scrub Tech  
Medical Transcriptionist

Group 9

Maintenance Worker

Group 10

LPN  
Mental Health Tech  
CORT  
Certified/Elig. R.T. Tech

Group 11

Refrigeration Mechanic  
Licensed Electrician  
Stationary Engineer  
Reg./Elig. R.T. Tech

NOTE: "Trainee" (EKG Tech, Respiratory Therapy, Central Supply, Pharmacy and Scrub Tech): Hire rate, 25 cents less than regular classification; 10 cents wage adjustment at six month, to regular classification at the end of one year. Employees who have demonstrated requisite skills and who are regularly required to work without supervision shall be moved to regular status. GPNs shall be hired at 25 cents less than applicable rate until licensed.

WAGE SCHEDULE  
EFFECTIVE: JULY 1, 1988

Group	Hire	6 Mo.	1 Yr.	2 Yr.	3 Yr.	4 Yr.
1	5.66	5.76	5.86	6.07	6.33	6.85
2	5.81	5.92	6.02	6.23	6.48	7.00
3	5.92	6.02	6.12	6.33	6.59	7.10
4	6.02	6.12	6.23	6.43	6.69	7.21
5	6.12	6.23	6.33	6.54	6.79	7.31
6	6.17	6.28	6.38	6.59	6.85	7.36
7	6.28	6.38	6.48	6.69	6.95	7.46
8	6.74	6.85	6.95	7.16	7.41	7.93
9	6.90	7.00	7.10	7.31	7.57	8.08
10	7.49	7.59	7.69	7.90	8.16	8.67
11	8.39	8.50	8.60	8.81	9.07	9.58

NOTE: "Trainee" (EKG Tech, Respiratory Therapy, Central Supply, Pharmacy and Scrub Tech): Hire rate, 25 cents less than regular classification; 10 cents wage adjustment at six month, to regular classification at the end of one year. Employees who have demonstrated requisite skills and who are regularly required to work without supervision shall be moved to regular status. GPNs shall be hired at 25 cents less than applicable rate until licensed.

In the event an employee at the request of management temporarily works in a classification higher rated than his/her regular classification, he/she shall receive such higher rate.

In the event an employee at the request of management temporarily works in a classification lower rated than his/her regular classification, he/she shall receive the rate of his/her regular classification.

WAGE SCHEDULE  
EFFECTIVE: JULY 1, 1989

Group	Hire	6 Mo.	1 Yr.	2 Yr.	3 Yr.	4 Yr.
1	5.84	5.95	6.05	6.27	6.54	7.07
2	6.00	6.11	6.22	6.43	6.69	7.23
3	6.11	6.22	6.32	6.54	6.80	7.33
4	6.22	6.32	6.43	6.64	6.91	7.44
5	6.32	6.43	6.54	6.75	7.01	7.55
6	6.37	6.48	6.59	6.80	7.07	7.60
7	6.48	6.59	6.69	6.91	7.18	7.70
8	6.96	7.07	7.18	7.39	7.65	8.19
9	7.12	7.23	7.33	7.55	7.82	8.34
10	7.73	7.84	7.94	8.16	8.43	8.95
11	8.66	8.78	8.88	9.10	9.36	9.89

NOTE: "Trainee" (EKG Tech, Respiratory Therapy, Central Supply Pharmacy and Scrub Tech): Hire rate, 25 cents less than regular classification; 10 cents wage adjustment at six months, to regular classification at the end of one year. Employees who have demonstrated requisite skills and who are regularly required to work without supervision shall be moved to regular status. GPN's shall be hired at 25 cents less than applicable rate until licensed.

In the event an employee at the request of management temporarily works in a classification higher rated than his/her regular classification, he/she shall receive such higher rate.

In the event an employee at the request of management temporarily works in a classification lower rated than his/her regular classification, he/she shall receive the rate of his/her regular classification.

WAGE SCHEDULE  
EFFECTIVE: JULY 1, 1990

Group	Hire	6 Mo.	1 Yr.	2 Yr.	3 Yr.	4 Yr.
1	6.03	6.14	6.25	6.47	6.75	7.30
2	6.20	6.31	6.42	6.64	6.91	7.46
3	6.31	6.42	6.53	6.75	7.02	7.57
4	6.42	6.53	6.64	6.86	7.13	7.68
5	6.53	6.64	6.75	6.97	7.24	7.80
6	6.58	6.69	6.80	7.02	7.30	7.85
7	6.69	6.80	6.91	7.13	7.41	7.95
8	7.19	7.30	7.41	7.63	7.90	8.46
9	7.35	7.46	7.57	7.80	8.07	8.61
10	7.98	8.09	8.20	8.43	8.70	9.24
11	8.94	9.07	9.17	9.40	9.66	10.21

NOTE: "Trainee" (EKG Tech, Respiratory Therapy, Central Supply, Pharmacy and Scrub Tech): Hire rate, 25 cents less than regular classification; 10 cents wage adjustment at six months, to regular classification at the end of one year. Employees who have demonstrated requisite skills and who are regularly required to work without supervision shall be moved to regular status. GPN's shall be hired at 25 cents less than applicable rate until licensed.

In the event an employee at the request of management temporarily works in a classification higher rated than his/her regular classification, he/she shall receive such higher rate.

In the event an employee at the request of management temporarily works in a classification lower rated than his/her regular classification, he/she shall receive the rate of his/her regular classification.

LETTER OF UNDERSTANDING

JULY 1, 1988

The undersigned agree as follows:

The Hospital may establish 10 or 12 hour shifts through the special conference procedure, provided:

Any change(s) in shift hours will require agreement by (1) the Hospital and (11) the Union and (111) the employees in the area affected. Benefits under the 10 or 12 hour shifts will be an equivalent amount as if such hours were worked under the 8 hour shift schedule. No employee will suffer a loss of wages or benefits as a result of working a modified shift(s) as contained herein.

Overtime at 1 1/2 will be paid over (1) 10 hours of work if a 10 hour shift is in effect and over (11) 12 hours worked if a 12 hour shift is in effect and (111) over 40 hours in the regular work week. No overtime shall be payable for over 8 hours of work if such employee(s) are working on a 10 or 12 hour shift.

Employees affected will be required to work the ten (10) or twelve (12) hour schedule for a minimum period of six (6) months and for four (4) week periods thereafter.

This agreement shall be in effect during and for the same period(s) as that in effect for the basic labor agreement between the parties.

AFSCME

George Herbert  
NTU  
Director Council 25

CMCH

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_



LETTER OF AGREEMENT

July 1, 1988

Re: Supplement Agreement

The undersigned agree as follows:

The following supplemental agreement, dated and approved as indicated below is continued for the life of this agreement (July 1, 1988 - June 30, 1991), unless revised or rescinded by mutual agreement between the Union and the Hospital.

1. Letter of Agreement, dated August 15, 1986, regarding 12 hour shifts for Respiratory Therapy Technician/Respiratory Therapist employees, approved December 9, 1986 and revised March 10, 1987.

Copies of this Supplemental Agreement is available through the Human Resource Office or from the Secretary of the Central Michigan Community Hospital Employees Chapter, Local 1855, Council 25, AFSCME, AFL-CIO.

CENTRAL MICHIGAN COMMUNITY HOSPITAL EMPLOYEES CHAPTER, LOCAL 1855, COUNCIL 25, AFSCME, AFL-CIO

By *W. G. Herbert*

CENTRAL MICHIGAN COMMUNITY HOSPITAL

By *W. G. Herbert*

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