

11/22/91

**COLLECTIVE BARGAINING  
AGREEMENT**

*-between-*

**FLINT OSTEOPATHIC  
HOSPITAL**

LABOR AND INDUSTRIAL *-and-*  
RELATIONS COLLECTION  
Michigan State University

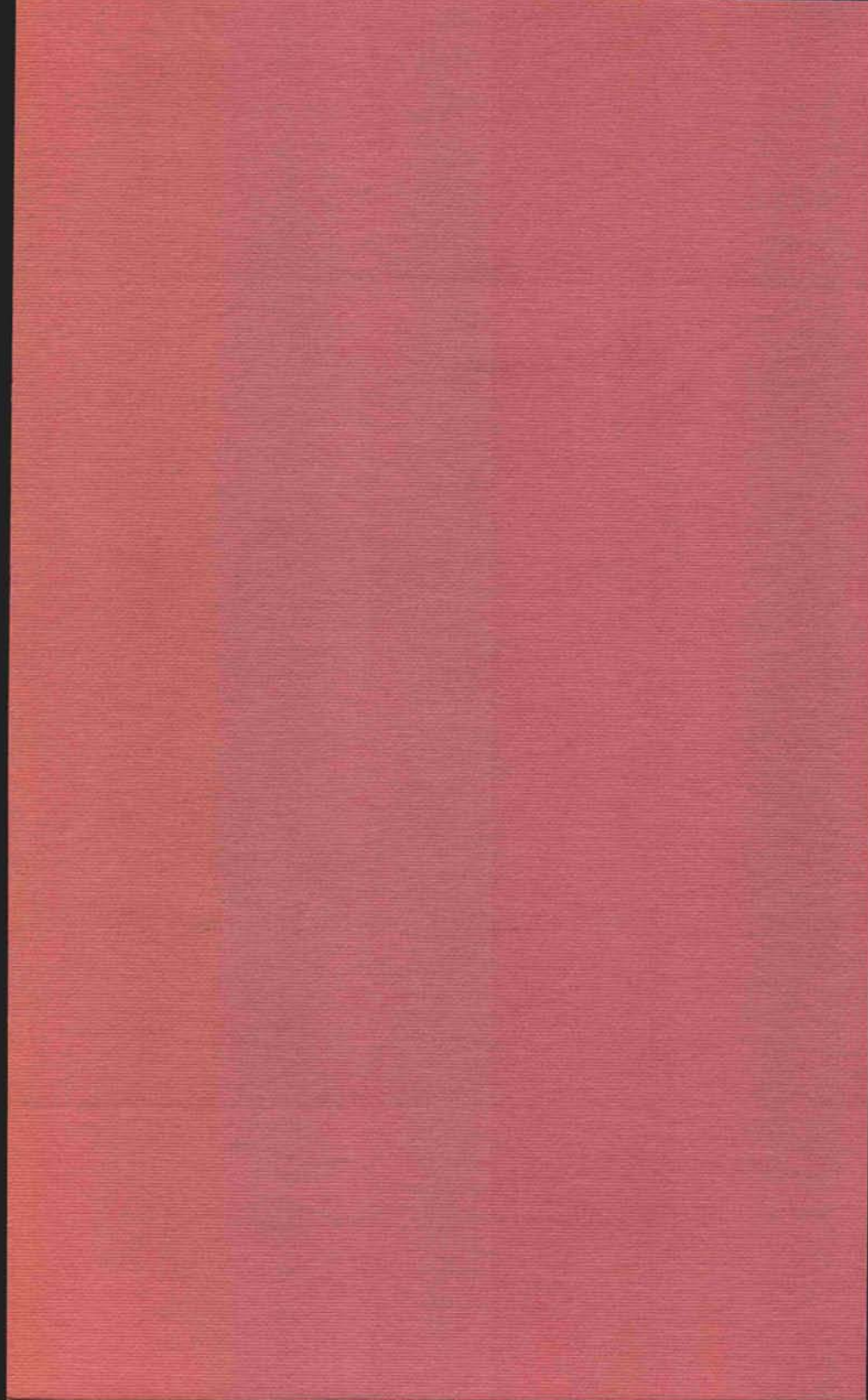
**AFSCME  
LOCAL UNION 1850**

*Affiliated with*

**AFSCME Council 25, AFL-CIO**

*Flint Osteopathic Hospital*

November 23, 1988 • November 22, 1991



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## **AGREEMENT**

THIS AGREEMENT entered into this 23rd day of November, 1988 , between Flint Osteopathic Hospital (hereinafter referred to as the "Hospital") and AFSCME Local Union 1850, affiliated with AFSCME Council 25, AFL-CIO (hereinafter collectively referred to as the "Union").

### **PURPOSE AND INTENT**

The general purpose of this agreement is to set forth the wages, hours and conditions of employment of employees of the Hospital represented by the Union for collective bargaining purposes. Through that process, the Hospital and the Union will strive to promote and achieve orderly and peaceful labor-management relations in the mutual interest of all concerned.

The Hospital and the Union mutually recognize that health care services such as those provided by the Hospital are essential to the community, and that the interest of patients (who are also valued customers) and the job security of the employees depend upon the Hospital's success in establishing prompt and proper services.

In an effort to promote and achieve the above results, the Hospital and the Union encourage, to the fullest degree harmonious, cooperative and productive relationships between their respective representatives, and among all employees generally.

## ARTICLE 1

### MANAGEMENT RIGHTS

It is understood and agreed that the Hospital retains and reserves any and all of the rights, powers, privileges and authority of management, except as modified by a specific limitation clearly expressed in this agreement. The specific enumeration of such rights for illustration purposes is unnecessary, and the Hospital retains and reserves the sole right to determine whether, to what extent, and when such rights, powers, privileges and authority should be exercised. Also, because the existence of a right, power privilege or authority does not necessarily mandate its use or exercise, it is further understood and agreed that the use or non-use of the same shall have no affect whatsoever on the right, power, or authority itself.

## ARTICLE 2

### UNION RECOGNITION

**Section 1. Employees Covered.** Pursuant to, and in accordance with, prior unit certifications of the Michigan Employment Relations Commission (MERC) and the National Labor Relations Board (NLRB), the Hospital for the term of this Agreement recognizes the Union as the sole and exclusive collective bargaining representative with respect to the wages, hours and conditions of employment of full-time and part-time employees of the Hospital employed in those job classifications set forth in the Wage Schedules.

**Section 2. Employees Excluded.** Temporary employees, casual employees and co-op students are excluded from the bargaining-unit, and the Union shall have no authority or responsibility with respect to the wages, hours or conditions of employment of such employees. Temporary and casual employees, and co-op students may be used to supplement unit employees or temporarily replace them during periods of absence,

e.g., vacations, leaves of absence, etc., or for employment training and opportunities which are not otherwise available on a permanent basis. However, such employees will not otherwise replace bargaining-unit employees.

**Section 3. Labor Contract Distribution.** The Hospital will at its cost print and distribute copies of this Agreement to all bargaining-unit employees and new hires as soon as possible after ratification by the Union and approval by the Hospital. An adequate number of additional copies will also be made available to the Union.

### ARTICLE 3

#### UNION SECURITY

**Section 1.** It shall be a condition of employment that all employees of the Hospital covered by this Agreement who are members of the Union on the effective or execution date of this Agreement, whichever is later, shall remain members.

**Section 2.** New employees hired on or after the effective or execution date of this Agreement, whichever is later, shall upon completion of the probationary period of 520 regular hours become and remain members as a condition of continued employment.

**Section 3.** Employees required by the above to become "members" of the Union as a condition of continued employment are not required to formally become members, but may instead elect to pay a service fee to the Union equal to 90% of the regular union dues uniformly required of union members.

**Section 4.** The Union shall indemnify, defend and hold the Hospital harmless from any and all claims, demands, suits or other forms of liability that arise out of, or by reason of action taken by the Hospital under this article.



## ARTICLE 4

### UNION DUES AND SERVICE FEE

**Section 1. Check-Off Authorization.** The Hospital will deduct from the wages due those employees whose written authorizations have been furnished to the Hospital all union initiation fees, dues and service fees authorized by the Union uniformly required of employees as a condition of continued employment. The Hospital shall obtain signed deduction forms from all unit employees and shall furnish copies of said forms, along with a list of employees for whom deductions have been made, to the Union on a monthly basis. This shall be provided at the expense of the Hospital.

**Section 2.** Such authorizations shall be on a form mutually acceptable to the Hospital and the Union. Such assignments and authorizations shall be irrevocable until the termination date of this Agreement, and shall automatically be renewed as an irrevocable assignment and authorization for successive Agreement periods thereafter, unless written notice of revocation is given to the Hospital and the Union between the forty-fifth (45th) and thirtieth (30) day prior to the expiration of each applicable Agreement period.

**Section 3.** The Union shall promptly certify to the Hospital in writing any initiation fee, dues and service fee changes and the Hospital thereafter shall have a reasonable period of time to implement the same for check-off purposes. Each employee and the Union hereby authorizes the Hospital to rely upon and honor such certifications by the Union.

**Section 4.** The Union shall have no right or interest whatsoever in any monies withheld or authorized to be withheld until such monies are actually paid over to the Union. The Hospital, its officers, representatives and employees shall not be liable for any delay in carrying out such assignments and authorizations, and upon

forwarding a check in payment of withheld amounts to the Union's address of record, the Hospital, its officers, representatives and employees shall be released from all liability to the Union and such employees on whose behalf such deductions were made.

## ARTICLE 5

### UNION REPRESENTATION

**Section 1. Bargaining Committee.** Employees will be represented by a Bargaining Committee of five (5) employees, at least four (4) of whom shall be permanent full-time employees and one (1) of whom may be a permanent part-time employee. The Bargaining Committee will be scheduled off work on days of negotiations, regardless of the length of the meeting or their respective work schedule. Regularly scheduled work time missed by the Bargaining Committee due to negotiations will be considered hours worked for overtime, seniority and benefit accrual purposes. One (1) member of the Bargaining Committee (as designated by the Union) shall be paid by the Hospital and shall not lose regular pay in attending such sessions; the remaining members will not be compensated by the Hospital. The Union shall certify such time in writing to the Hospital.

**Section 2. Stewards.** The Hospital will recognize a Chief Steward, nine (9) day shift stewards, five (5) second shift stewards, and three (3) third shift stewards for grievance investigation and processing purposes, within the following divisional/departmental assignments:

#### Day Shift

##### 1. Nursing Division

###### (a) Medical/Surgical Departments

(1) 2 South	one (1) steward
2 West	
3 East	

(5)

- (2) Central Processing Distribution
  - 3 South
  - 3 West
  - 4 West
- (b) Parent Child Health Depart. one (1) steward
- (c) Critical Care Departments one (1) steward

2. Patient Services Division

- (a) Patient Admissions, Pharmacy, and Medical Records one (1) steward
- (b) Dietary one (1) steward
- (c) Laboratory, Radiology, Respiratory Therapy, and Physical Therapy one (1) steward

3. Administration and Plant Services Division

- (a) Housekeeping one (1) steward
- (b) All other Departments one (1) steward

**Second Shift**

1. Nursing Division

- (a) Medical/Surgical Departments one (1) steward
- (b) Parent Child Health and Critical Care Departments one (1) steward

2. Patient Services Division

- (a) Pharmacy, Medical Records, and Dietary one (1) steward
- (b) Patient Admissions, Laboratory, Radiology, Respiratory Therapy, and Physical Therapy one (1) steward

### 3. Administration and Plant Services Division

- (a) Housekeeping, and one (1) steward  
All other Departments

#### Third Shift

#### 1. Nursing Division

- (a) Medical/Surgical Departments one (1) steward
- (b) Parent Child Health and one (1) steward  
Critical Care Departments

- 2. All other Divisions one (1) steward

The steward for one group shall have no authority as representative or steward for any employee in any other group, unless there is no steward on duty for the aggrieved group, as identified above. In those instances another steward may be utilized in the following order: first within divisional grouping; next the alternate steward; and lastly a steward outside of divisional grouping. There shall be one (1) alternate steward for each shift, which is in addition to the shift totals in paragraph one of this section. An alternate steward shall also serve to replace an assigned steward for vacation periods. The Chief Steward shall so notify the Hospital Personnel Department in writing of such period of coverage.

The Hospital shall not be obligated to recognize more than one (1) steward or alternate per shift from any department or nursing unit. The one (1) alternate steward per shift may be appointed from any division (e.g., Nursing, Patient Services) but cannot work in the same department or nursing unit as any other steward.

**Section 3.** Stewards and alternate stewards shall be elected or appointed as prescribed by the Union. The names of all stewards and alternate stewards shall be

provided in writing to the Personnel Department. The Hospital shall not be obligated to recognize a steward or alternate steward unless and until this has occurred.

**Section 4.** Stewards shall have completed their probationary employment period and shall be active full-time employees of the Hospital usually assigned to the shift and area they are designated to represent. However, active part-time employees who have completed their probationary period may be appointed to alternate steward positions.

**Section 5.** Stewards may investigate and present grievances to the Hospital during their regularly scheduled work hours without loss of time or pay, subject, however, to their having received advance permission from their supervisor to do so. The privilege of being released from work without loss of time and pay for this purpose is subject to the understanding that such time will be exclusively devoted to the proper and expeditious handling of grievances and will not be abused.

**Section 6.** Stewards who have been assigned to investigate and present a grievance will be promptly advised of that fact. The steward's supervisor and the grievant's supervisor shall arrange a mutually convenient date, time and location for the investigation and presentation of the grievance, taking into consideration the nature of the grievance, the work schedules of those involved, and the mutual interest of the Hospital and the Union that grievances be expeditiously investigated, presented and resolved. The steward and the grievant shall then be promptly advised by their respective supervisors of the date, time and location for the investigation and presentation of the grievance.

**Section 7.** Whenever reasonably possible, the investigation and presentation of grievances at Step 1 shall occur within the steward and grievant's regularly scheduled shift. The investigation and presentation of grievances during the first or last thirty (30) minutes of the steward and grievant's shift shall ordinarily be avoided.

**Section 8.** Upon entering a department or work area for the purpose of investigating or presenting a grievance or potential grievance, stewards shall first report to the department or area supervisor and state the reason for being there. While in the department or area, stewards are subject to the operational directions and instructions of the department or area supervisor.

**Section 9.** The Hospital will reasonably accommodate the familiarization of new stewards by allowing them to accompany another steward on two (2) separate grievance investigation matters. The Chief Steward will request such assignment through the Personnel Department . Except for trainees, no more than one (1) steward or other union representative shall participate in the investigation and presentation of grievances, except by mutual agreement of the Hospital and the Union.

**Section 10.** Authorized representatives of the Union, including the international union, will be allowed reasonable access to the Hospital to conduct business directly related to the administration of this Agreement, subject to the understanding, however, that the business purpose and the visit shall first be disclosed to, and approved by, the Vice President, Human Resources, and that such representatives shall not otherwise enter the Hospital for business purposes.

## **ARTICLE 6**

### **SPECIAL CONFERENCES**

The Union through its Local Union President or the Hospital through its Vice President, Human Resources may request a special conference to discuss important matters concerning the administration of this Agreement or such other matters as the Union and the Hospital may mutually agree to discuss.

Those attending and the date, time and location of the special conference will be mutually agreed upon in advance by the Union and the Hospital. Union

members and representatives attending during their regularly scheduled work hours shall not lose time or pay. Union representatives may meet thirty (30) minutes early at the meeting location for preparation and discussion purposes .

## ARTICLE 7

### GRIEVANCE PROCEDURE

A grievance is a written complaint by an individual employee, by a group of employees having the same immediate supervisor, or by the Union concerning the application, interpretation or alleged violation of the provisions of this Agreement. Grievances shall be presented within seven (7) calendar days, unless extended by mutual agreement, of the first occurrence complained of, or when the affected employee(s) should reasonably have first become aware of such occurrence(s).

**Section 1. Step 1.** Any employee or group of employees having a complaint shall first orally discuss the same with their immediate supervisor. If the supervisor's response is not satisfactory and the affected employee or group of employees wish to pursue the complaint further, they shall so advise the supervisor and request the presence and assistance of a steward.

The steward will be afforded a reasonable period of time to investigate the complaint and discuss the same in private with the affected employee(s). If the complaint is not resolved and involves the application, interpretation or alleged violation of the Agreement, the steward may then present a written grievance and represent the employees in an oral presentation of the same. Grievances shall be signed by the steward and the affected employee(s).

The supervisor will provide a written answer to the grievance to the steward within seven (7) calendar days unless extended by mutual agreement. Two (2) copies of the answer will be provided to the steward,

although additional copies may be requested and provided by mutual agreement.

**Section 2. Step 2.** If a satisfactory answer is not received within seven (7) calendar days after the presentation of the grievance at Step 1, the steward may within the next seven (7) calendar days, or within seven (7) calendar days of the answer, whichever is shorter, appeal the grievance in writing to the department head or next designated level of management, as the case may be. Appeals shall be signed by the steward and the affected employee(s). The latter may be omitted if the employee is not reasonably available within the appeal time to sign the same or, alternatively, may be signed in advance by the employee.

The department head or next designated level of management, as the case may be, will arrange a mutually convenient date, time and location to discuss the grievance with the steward and the affected employee(s), although grievances involving a large number of employees but the same or similar issue(s) will be presented by the steward and one or two representative employees, unless mutually agreed otherwise.

The department head or next designated level of management, as the case may be, will provide a written answer to the grievance to the steward within seven (7) calendar days. Two (2) copies will be provided to the steward, although additional copies may be requested and provided by mutual agreement. The time limits throughout this section may be extended by mutual agreement.

**Section 3. Step 3.** If a satisfactory answer is not received within seven (7) calendar days after the Step 2 presentation, the steward may within the next seven (7) calendar days, or within seven (7) calendar days of the answer, whichever is shorter, appeal the grievance in writing to the Vice President, Human Resources or his designee. Appeals shall be signed by the steward and the affected employee(s), although the latter may be



omitted or signed in advance as provided in Step 2 above.

The Vice President, Human Resources will schedule with the Local Union President and Council 25 Staff Representative a mutually convenient date, time and location for the presentation of the grievance. Unless otherwise agreed, the grievant, the steward, the Local Union President and/or Staff Representative will attend the meeting and present the grievance. The first three may do so without loss of time or pay.

The Vice President, Human Resources will provide the Local Union President, or Chief Steward with a written answer to each grievance within seven (7) calendar days after the step 3 presentation. Four (4) copies of the answer will be provided, although additional copies may be requested and provided by mutual agreement. The time limits throughout this section may be extended by mutual agreement.

**Section 4.** Upon request to the Vice President, Human Resources, a representative as defined in Article 5, Section 10, who will represent an employee in the grievance or arbitration procedure, may visit the Hospital for the purpose of investigating and preparing the case for presentation. During such a visit, the representative(s) may view any area relevant to the grievance, with or without the presence of a Hospital representative, at the Hospital's option, and additionally may privately interview employees having facts relevant to the case and who consent to such interviews. Such visitations and interviews are otherwise subject to the orderly and efficient operation of the Hospital.

**Section 5.** Employees, stewards and the Local Union President may respectively participate in the grievance procedure, as set forth above, without loss of time or pay, subject to their having received advance permission from their immediate supervisor to leave work for that purpose, and subject to their promptly returning to work upon the conclusion of the particular meeting or proceeding.

**Section 6.** Steward assignments and the investigation and presentation of grievances shall comply with Article 5, Section 6, and should proceed in the following general manner:

(a) Supervisors receiving a request for a steward should consult the Union Steward listing to determine the steward assigned to his shift and area. If there is no steward on duty, the procedure outlined in Article 5, Section 2, may be followed.

(b) Supervisors should then contact the steward's supervisor and arrange a mutually convenient time for the steward to be released. When the steward is released, he or she should report to the grievant's supervisor and arrangements should then be made to investigate and present the grievance in the most efficient and practical manner.

(c) Department heads (or the next designated level of management, as the case may be) receiving a Step 2 appeal should contact the steward's supervisor and arrange a mutually convenient time for the steward to be released. The steward and the grievant(s) should then be notified by their respective supervisors of the date, time and place for the Step 2 meeting.

(d) Step 3 meetings will be arranged as provided above in Step 3. The Union will notify affected stewards and grievants. The Hospital will notify affected management employees. Prompt notice of any changes shall be given. The Vice President, Human Resources will provide the Local Union President, Chief Steward and Council 25 Staff Representative with an agenda of grievances to be discussed, giving the date, time and location of the meeting, and order and approximate times of discussion.

**Section 7.** Union grievances involving a group of employees having different immediate supervision shall be filed directly at Step 3. Individual grievances involving the same or similar issue involved in a union grievance will be consolidated with the union grievance for investigation and presentation purposes, and will not be separately processed. Scheduling

grievances shall be filed with the supervisor who does the scheduling. Grievances involving the job bidding and selection provisions of this Agreement shall be filed with the supervisor who made the selection being grieved. Steps 1 and 2 of the grievance procedure may be waived by mutual agreement of the Union and the Hospital.

## **ARTICLE 8**

### **ARBITRATION**

**Section 1.** Within seven (7) calendar days following the Hospital's Step 3 written answer or response, the Union through its Local Union President and/or Council 25 Staff Representative shall notify the Hospital of its intent to appeal the same to arbitration by serving a written request or demand therefore on the Vice President, Human Resources. Within thirty (30) calendar days thereafter, the Union may prepare and submit an appropriate demand for labor arbitration to the American Arbitration Association or Federal Mediation and Conciliation Service, a copy of which shall be simultaneously served on the Vice President, Human Resources. Notwithstanding anything herein to the contrary, a formal demand for arbitration need not be filed with the Association if the parties in the above thirty (30) day period have selected and submitted the matter to a mutually acceptable arbitrator.

**Section 2.** The arbitrator shall be selected and the proceedings conducted in accordance with the labor arbitration rules and regulations of the American Arbitration Association or Federal Mediation and Conciliation Service, unless the parties agree otherwise. Except to the extent otherwise limited by this Agreement, the arbitrator shall have the authority to hear and determine any grievance involving an alleged violation of this Agreement, provided, however, that the grievance first proceeded through the applicable steps of the grievance procedure set forth above. The arbitrator shall have no authority, however, to add to, subtract from, or otherwise modify the provisions of this Agreement.

**Section 3.** The arbitrator shall not disallow or deny a procedural or substantive defense unless the arbitrator finds it was raised at such time or in such a manner as to materially prejudice the other party from responding at the arbitration hearing.

**Section 4.** The arbitrator, upon request of either party, may permit the taking and introduction of testimony by deposition of any person not employed by either the Hospital or the Union. Upon request, the arbitrator may also permit the taking and introduction of the testimony by deposition of any other person whose presence at the hearing is not reasonably available, or whose presence would pose an undue hardship on the person or either party. The arbitrator shall afford the other party a reasonable opportunity to object to the deposition.

**Section 5.** Grievances involving the same or similar issues and facts may, in accordance with the labor arbitration rules and regulations of the American Arbitration Association or Federal Mediation and Conciliation Service, be consolidated before a single arbitrator for hearing and decision purposes. Grievances may otherwise be consolidated only by mutual consent of the parties.

**Section 6.** The decision of the arbitrator shall be final and binding upon the employee(s) involved, the Union and the Hospital.

**Section 7.** Any time limit set forth herein or in the grievance procedure may be extended by mutual agreement in writing between the Hospital and the Union. Any grievance not properly made or appealed within the specified time limit shall be disallowed or otherwise understood as finally resolved on the basis of the Hospital's answer or response.

**Section 8.** Unless otherwise expressly provided in this Agreement, the grievance-arbitration procedure shall be the sole and exclusive means for resolving any dispute between an employee, group of employees or the Union and the Hospital involving the application,

interpretation or alleged violation of one (1) or more provisions of this Agreement. The Union shall discourage any attempt of its members to appeal to any court or labor board from a decision of an arbitrator.

**Section 9.** The actual cost of arbitration shall be borne equally between the parties. The administrative or filing fee shall be paid by the party requesting arbitration. Each party shall be solely responsible for its own representation costs.

**Section 10.** Any financial relief granted by the arbitrator shall not be for a period more than thirty (30) days prior to the actual filing of the grievance, and shall be limited to the wages or benefits the employee would otherwise have earned or received less any remuneration or payments received during or for the same period. Nor shall financial relief be granted for any period between the first date the arbitrator is available and the date of the actual hearing, but only where the first available date is rejected by the Union.

**Section 11.** The grievant and steward involved shall not lose time or pay for time spent in the arbitration hearing. Employees released to testify at an arbitration hearing shall not lose time or pay as the result, providing five (5) days advance notice is provided the Hospital; such notice shall be waived if the need for the employee's testimony could not reasonably have been anticipated.

## ARTICLE 9

### DISCIPLINE AND DISCHARGE

**Section 1.** Employees with seniority will not be disciplined or discharged except for cause.

**Section 2.** The Hospital may establish and enforce reasonable rules of conduct and behavior, which, when published, posted or otherwise communicated to employees, shall be observed. In establishing and enforcing such rules, the Hospital will give due

consideration to the principles of progressive discipline, where applicable. The Hospital will provide the Union fourteen (14) days advance notice of any rule change.

**Section 3.** Standards of personal or social conduct or behavior which a reasonable person knows or should know are unacceptable in a work place, business or health care environment need not be published, posted or otherwise communicated.

**Section 4.** The Union through the grievance procedure may challenge the reasonableness of any such rule or the reasonableness of any discipline or discharge, including, but not limited to, the severity of the penalty imposed. Disciplined employees shall upon request be entitled to union representation. A Union Steward shall be present for all suspensions and discharges unless the employee requests a Steward not be present.

**Section 5.** For the purpose of discipline and discharge, the Hospital will recognize the following progressive discipline steps: Documented Verbal Warning; Documented Written Warning; Suspension; and Discharge. Depending upon the nature of the infraction, the Hospital may bypass or repeat one or more such steps. Documented incidents shall be regarded as informal counselings, and not as discipline. Employees shall have the right of comment on the documentation or, alternatively, the right to attach their comments thereto.

**Section 6.** For progressive discipline and discharge purposes, the last level of discipline given will be repeated if twelve (12) or more months have passed without a further disciplinary incident. For infractions involving direct patient care, the period shall be eighteen (18) months. For each additional twelve (12) months without a further disciplinary incident, the last level shall be deemed reduced by one (1) level.

**Section 7.** The Hospital will give prompt notice in writing to the Union of any employee suspended or discharged. Such notice will be given to the steward, if one is present, otherwise to the Chief Steward or Local

Union President. Any waiver of representation shall be in writing signed by the employee and witnessed. A copy of the waiver shall be furnished to the Union.

**Section 8.** If directed by a management employee, an employee suspended or discharged while at work shall immediately leave the work area and not return. Violations of this may separately constitute cause for discipline or discharge. An area will be made available, however, where the employee and a steward, if one is requested, may discuss the situation before the employee actually leaves the premises. The steward may conduct a reasonable on the spot investigation, including interviews with employees having knowledge of the relevant facts. This shall be arranged with the immediate supervisor, who, upon request of the steward, will also discuss the suspension or discharge with the steward and/or the employee in an area away from the work area.

**Section 9.** Suspensions will be given in person and not over the telephone. An employee discharged while not at work will be so advised by telephone or letter, or as soon as practical after reporting for work on their next scheduled work day. If the latter, the procedures set forth in the above section shall apply, otherwise the employee will be advised of the date, time and place on the hospital premises to report for the discharge interview, in which case the procedures set forth in the above section shall also apply before the employee leaves the premises.

**Section 10.** Notwithstanding the above, the privilege of remaining on the hospital premises for a reasonable period of time during the investigation and discussion of the suspension or discharge is subject to proper conduct and behavior by the employee and the following of operational instructions given at that time.

**Section 11.** Employees may be suspended for a period not to exceed thirty (30) days pending investigation to determine whether disciplinary action or discharge is warranted, and if so, the penalty.

**Section 12.** Grievances involving a suspension or discharge alleged to be improper must be filed within seven (7) calendar days. Such grievances shall be filed directly at Step 3 of the grievance procedure.

**Section 13.** Disciplinary actions once given shall not be increased, provided, however, this shall not preclude a review of the initial penalty where new or additional facts changing the nature of the offense come to light which were not known and reasonably could not have been known when the penalty was originally assessed. Any change shall be regarded as new discipline for grievance purposes.

**Section 14.** The Hospital and the Union recognize their mutual interest in the investigation of discipline and discharge matters, and to that end, both agree to reasonably cooperate in the investigation and presentation of alleged employee misconduct matters.

## **ARTICLE 10**

### **SENIORITY**

**Section 1.** Job classification seniority is the amount of hours worked by employees since their most recent date of hire in their current job classification.

**Section 2.** Hospital service seniority is the amount of hours worked by employees for the Hospital since their most recent date of hire.

**Section 3.** The term "hours worked" as used above includes paid holiday time, paid vacation time, paid personal time and other authorized time off for which the employee receives normal or regular pay, e.g., funeral time, jury duty and court time, etc. Overtime hours shall be credited on a straight-time basis.

**Section 4. Probationary Employees.** Employees shall be considered probationary for their first 520 hours of straight-time employment since their most recent date of hire and shall not accrue seniority during that period.



Probationary employees may be terminated by the Hospital with or without cause. Such terminations shall not be subject to the grievance and arbitration provisions of the Agreement. This does not abridge a probationary employee's right of recourse to the grievance and arbitration provisions of the Agreement for reasons other than termination of employment. Employees who successfully complete their probationary period shall be credited with seniority back to their most recent hire date.

**Section 5. Full-Time Employees.** The term "full-time employee" is defined as an employee hired or retained on an indefinite basis with the intention of being regularly scheduled eighty (80) hours per pay period, but without any guarantee of minimum hours, however.

Employees classified as full-time who reasonable demonstrate or have reasonably demonstrated an inability to perform on a reasonably regular full-time basis may be reclassified as part-time if an opening is available or terminated. Reclassifications shall be without prejudice to the employee applying for full-time openings in the future following a reasonable period of at least twelve (12) months demonstrating the ability to resume full-time employment on a reasonably regular basis. Terminations shall be for reasons other than misconduct, and unless the employee elects to resign for personal reasons, shall be reported to any prospective employer as a release due to lack of available work which the employee could reasonably perform.

**Section 6. Part-Time Employees.** The term "part-time employee" is defined as an employee hired or retained on an indefinite basis with the intention of being regularly scheduled less than eighty (80) hours per pay period, again, without any minimum hours guarantee, however.

The termination of a part-time employee who reasonably demonstrates or has reasonably

demonstrated an inability to work part-time as scheduled on a reasonably regular basis may be handled as indicated above for full-time employees.

**Section 7. Temporary Employees.** The term "temporary employee" is defined as an employee hired for an intended or contemplated period of not longer than ninety (90) calendar days. The Union will be notified as to the reason for the extension should the period exceed ninety (90) calendar days. The temporary status of an employee may be extended where the posting and filling of the position might reasonably adversely affect regular full-time or part-time employees. The Union may grieve any abuse of discretion in granting an extension.

Temporary employees shall not accrue seniority or be eligible for benefits under this Agreement. Temporary employees retained in a full-time or part-time status shall, upon completion of their probationary employment period, receive seniority credit for time worked since their most recent date of hire.

The Union will be notified of all temporary employees, to include name, date of hire, and area of assignment.

**Section 8. Casual Employees.** A "casual employee" is defined as an employee hired or retained on an indefinite basis with the intention of being scheduled periodically as needs arise. Casual employees shall not accrue seniority or be eligible for benefits under this Agreement. Casual employees shall not displace a normally scheduled bargaining unit member. Prescheduled extra hours that do not involve overtime will first be given to regular employees per the Extra Hours Book prior to being given to casual employees.

**Section 9. Seniority Lists.** The Hospital will furnish a seniority list to the Union on a quarterly basis, showing names, dates of hire, and seniority hours. Such lists shall be based upon the pay periods in which February 1, May 1, August 1, and November 1 fall, and shall be provided as soon thereafter as is reasonably possible. A list shall remain in effect until the next list has been provided.

**Section 10. Loss of Seniority.** Employees shall lose seniority and any employment status, rights or benefits incident thereto under the following circumstances:

(a) The employee quits, retires or is retired, or is terminated for cause;

(b) The employee is absent from work without permission for three (3) successive work days, which includes work days surrounding a period of scheduled time off, but which does not include the scheduled time off itself;

(c) The employee fails to report for work by the starting time of his shift on the fifth (5th) work day, or by the starting time of his shift on any later day on which the employee was ordered or notified in person or by telephone to report. Notification will be given to the employee by certified mail; the employee will be contacted in person or by telephone when possible. The Union will also receive written notification.

(d) The employee is laid-off for a period equal to the employee's seniority or for two (2) years, whichever is shorter;

(e) The employee falsifies information concerning a leave of absence;

(f) The employee accepts employment elsewhere while on a leave of absence, other than a military or Union business leave, or becomes self-employed;

(g) The employee fails to report for work at the starting time of the shift on the first work day following a leave of absence; or

(h) The employee is on medical leave for a period equal to the employee's seniority when the leave began or one (1) year, whichever is shorter. However, an employee shall retain his seniority during any extension period approved by the

Hospital under the provisions of Article 26, Section 12.

(i) The employee is on a worker's compensation leave for a period equal to the employee's seniority when the leave began or two (2) years, whichever is shorter.

Notwithstanding the above, if the employee falls within (b), (c) or (g) above and the reason for being absent or failing to report is due to illness or injury or other serious reasons beyond the employee's control, seniority will be reinstated if:

(a) The employee notified the Hospital in advance by telephone, telegram or mail of the absence or inability to report, or establishes to the satisfaction of the Vice President, Human Resources that providing such notice was unreasonable under the circumstances; and

(b) The employee substantiates to the satisfaction of the Vice President, Human Resources the illness, injury or other serious reason causing the absence or failure to report for work.

The Hospital's determination that an employee's seniority shall not be reinstated as provided above may be grieved directly at Step 3 of the grievance procedure.

**Section 11. Union Representatives.** Notwithstanding their position on the seniority list, the Local Union President and Vice President in that order, shall, in the event of layoff, be retained as long as there is a job in the bargaining-unit which they have the present ability to perform, and if laid-off, they shall be recalled to the first open job which they have the present ability to perform.

Stewards, having served in that capacity for sixty (60) days, notwithstanding their position on the seniority list, shall, in the event of layoff be retained as long as there is a job in their job classification which they have the present ability to perform, and if laid-off, they shall

be recalled to work to the first open job within their job classification which they have the present ability to perform.

Upon request, the President and/or Chief Steward of the Union will be transferred to an available first shift position within their job classification which they have the ability to perform. If no such position(s) exists at the time of the request, then the President and/or Chief Steward may elect to displace the least senior employee having like status on first shift in their job classification, and in a position which they have the present ability to perform, who shall, in turn, replace them, if qualified, on their shift. Any employee so displaced shall, if qualified, be transferred to the next available first shift opening of like status in the job classification.

## ARTICLE 11

### TRANSFERS AND VACANCIES

**Section 1. Temporary Assignments.** Employees may be assigned to cover temporary or emergency situations. Assignments will be attempted first by job classification and department or unit, but if that cannot be done in a reasonable and efficient manner, then by the same job classification in another department or unit, and then by another job classification involving employees whose present ability to perform is reasonably related to the required work, in the Hospital's opinion. Once the area and shift from which assignment is to occur has been determined, the least senior employee meeting the requirements of the area to which the assignment is to occur will be assigned. Such assignments shall not exceed ten (10) working days, except by mutual agreement. Employees who feel that they have been too repeatedly or unreasonably assigned may file a grievance directly at Step 2 of the grievance procedure.

**Section 2. Job Postings .** Permanent part-time and full-time unit vacancies, including newly created vacancies, shall be posted on a designated job posting bulletin board for five (5) calendar days. Similar arrangements

will be made by the Personnel Department with respect to ancillary facilities at which unit employees are regularly employed, although this shall not serve to extend the deadline for applying for such jobs, which shall be clearly indicated on the job posting itself.

**Section 3. Job Bidding or Application.** Employees may apply for a posted job in the Personnel Office and will be given a copy of their application. Telephone applications will not be accepted from employees scheduled to work before the application deadline. Telephone applications accepted from employees not scheduled to work before the deadline must be confirmed in writing in the Personnel Office on or before the employee's next scheduled work day. Employees who fail to comply with the above will have their applications voided.

Employees leaving on vacation may notify the Personnel Department in writing in advance of their leaving of their interest in applying for one (1) or more jobs. If such a job is then posted during the employee's vacation, and if the employee is scheduled to return in time to fill the job when the Hospital plans to fill it, the employee will be deemed to have applied for such job.

Applications will not be accepted after the specified deadline.

**Section 4. Types of Applications.** Employees may apply for (a) promotional vacancies, i.e., vacancies in a higher salary grade or, in the case of part-time employees, full-time vacancies; (b) lateral vacancies, i.e., vacancies in the same job classification but involving a different department, unit or shift, or vacancies in a different job classification in the same salary grade; or, (c) lower-level vacancies, i.e.; in a lower salary grade job classification or, in the case of full-time employees, part-time vacancies.

**Section 5. Eligibility Periods.** Probationary employees shall be ineligible to bid or apply for posted vacancies during their probationary period, and thereafter until they have completed one (1) year (2,080 hours) in their current job classification, provided, however, that with

respect to the latter period, the employee may apply for shift and promotional vacancies within the employee's current job classification.

Seniority employees who have not completed one (1) year (2,080 hours) in their current job may not apply for non-promotional job classification changes, however, shift change applications involving their current job classification will be allowed.

Seniority employees selected for a position involving a structured or formalized training or orientation period of thirty (30) days or more may not apply for non-promotional job classification changes, or for promotional changes involving a different job classification for one (1) year (2,080 hours), provided however, such employees may apply for promotional vacancies and shift changes involving their current job upon completion of their training or orientation period. Employees shall be advised in writing in advance of their selection and transfer of this restricted application period.

**Section 6. Selection of Applicants.** Applicants will be selected on the basis of qualifications and the relative ability to perform the job, and then seniority. This may be an immediate or potential ability to perform, depending on the needs and requirements of the department or unit in which the vacancy exists. It is the intent of the parties to select the applicant who is most qualified and capable of performing the job in the most satisfactory way.

Where qualifications and relative ability are generally the same, applicants will be selected on the basis of job classification seniority in that job classification, where applicable, otherwise on the basis of hospital service seniority. If there are no qualified applicants for the job, the Hospital may within thirty (30) calendar days decide to fill the job by other means. The Hospital may within thirty (30) calendar days of a particular posted vacancy also use that posting should the same or similar job become vacant during that period.

Applicants may be rejected or disqualified because of attendance, tardiness, medical or disciplinary reasons provided they occurred within the past two (2) years, and such factors may further be considered in determining qualifications and the relative ability to perform.

The names of successful bidders will be posted on the job posting bulletin board. More senior applicants who are not selected may within three (3) calendar days after being advised of their non-selection request an explanation in writing. Such requests shall be in writing and shall be filed with the Personnel Department, which will forward the request to the selecting supervisor for investigation and response, which will be provided within five (5) calendar days.

**Section 7.** Successful applicants will be notified within five (5) calendar days of their expected transfer date. Transfers shall be made within thirty (30) calendar days, unless extended by the Vice President, Human Resources, and the employee shall be advised of the change. This does not constitute a guarantee of transfer, however, should circumstances change in the interim and the Hospital determine not to fill the position.

**Section 8.** Employees who apply for a job, are interviewed and selected, but who then decline the position, are ineligible to apply for another job for 120 calendar days. Employees who are selected and transferred may within their first fifteen (15) scheduled work days elect to return to their former job, if their reason(s) for doing so is not considered capricious by the Hospital and is not otherwise based upon factors which the employee knew or reasonably should have known before the selection and transfer. The Hospital may within the first thirty (30) work days transfer employees back to their former job, if still available, otherwise to their former job classification and an available job as similar to their former job as possible. Employees returning or returned to their former job or job classification shall retain seniority in the same as if the transfer had not occurred.



**Section 9. Supervisory Promotions.** Employees promoted to a supervisory position shall retain their seniority for eighteen months following their promotion and transfer. Supervisors with the approval of the Hospital may return to an available bargaining-unit job during this period to which their seniority entitles them.

## ARTICLE 12

### WORK FORCE REDUCTIONS AND RECALLS

**Section 1.** The Hospital and the Union recognize that length of service, the ability to perform and administrative and operational concerns are, and properly should be, major factors in effectuating work force reductions and recalls, and further that employees with substantial hospital service have a reasonable expectation of job security over less senior employees with respect to equal or lower level jobs which are available or which they can otherwise adequately perform within a relatively brief period of job familiarization.

**Section 2.** The Hospital and the Union also recognize, however, that work force reductions and recalls oftentimes vary in terms of nature, scope and duration, and likewise are affected by other conditions in existence at that time.

(a) Daily Cancellations. A voluntary time-off list shall be established, maintained and utilized in each department in the event of daily cancellations. If there is more than one volunteer, the employee(s) with highest hospital service seniority, rotating to the lowest, will be given preference providing those remaining have the ability to do the required work. An employee on the voluntary time-off list shall be notified no later than 1½ hours before the start of his shift. He shall not be required to report to work later that shift unless contacted within the first hour of the shift. A voluntary day off is without pay but the employee will be allowed the option of taking personal hours if so desired.

If there are no volunteers, said employees shall be cancelled, from the lowest to highest hospital service seniority, by job classification, shift, and department or unit. No casual, temporary or probationary employees will be scheduled and/or allowed to work in the same job classification, shift and department or unit that a daily cancellation takes place.

If daily cancellations continue beyond 45 days, representatives of the Hospital and the Union will meet to discuss the alternatives.

(b) Work force reductions for long-term fixed or indefinite periods shall be made in order of hospital service seniority (except as indicated below) within an affected job, employment status, shift and department or unit. Temporary, casual and probationary employees will be reduced first. Affected part time and full time employees with sufficient hospital service seniority will at their own or the Hospital's request be allowed to displace the least senior employees, in the following sequential order:

1. Least senior employee, same job classification, shift and status;
2. Least senior employee, same job classification and status;
3. Least senior employee, same job classification and shift;
4. Least senior employee, same job classification;
5. Least senior employee, in any job classification previously held for 60 or more work days (providing they were not previously disqualified);
6. Least senior employee in an equal or lower job classification they have the ability to perform in five (5) work days. Displacement under this

section is limited to two (2) employees per shift per department or unit at any given time until fully trained.

(c) Hospital service seniority shall not apply with respect to employees still in orientation or training, or who have been in a job classification an insufficient period of time to enable them to adequately perform that job independent of others. However, in the event of a work force reduction referred to in subparagraph (b) above, such employees will have placement rights as outlined in (b), relative to their former position.

**Section 3.** The Hospital will schedule a special conference with the Union with respect to the layoff of affected employees who do not have sufficient hospital service seniority or the qualifications to remain working. The special conference will also involve ancillary matters such as benefit continuation, unemployment compensation, current hourly rate continuation, etc.

**Section 4.** Employees affected by a reduction of work force shall be recalled to the same job classification, status and shift from which they were laid-off in order of high senior hospital service seniority. Such employees shall retain such recall rights as provided in the loss of seniority provisions of this Agreement, and are not considered waived if the employee is placed in another position under the provisions of this section.

This in no way prevents or precludes the Hospital, however, from recalling a laid-off employee to any equal or lower level job which becomes available and for which the employee wishes to perform. Refusal by an employee to accept a lower level job (e.g., reduction to part-time status or a lower salary grade) will in no way affect his recall rights to his original position or affect his unemployment compensation rights. Employees must accept a recall to their equal grade level if qualified, when offered.

**Section 5.** Notices of recall will be given to employees not actually laid-off in person, by inter-department

mail or by regular mail. The Union will also be advised in writing of the recall. Notices of recall to employees actually laid -off will be given in person or by telephone, and by certified mail. The Union will also be advised in writing of such recalls.

Notices given by mail will be sent to the employee's last address of record with the Hospital. (Employees are responsible for notifying the Personnel Department of any change of address and/or telephone number.) Employees who fail to report for work by the start of the shift on the fifth (5th) day following recall, or, if later, on the scheduled work day set forth in the notice, shall be deemed as having quit, save in appropriate cases exception may be made in the sole discretion of the Hospital.

**Section 6.** Employees must accept recall when offered, except as otherwise outlined in Section 4. Upon recall, job classification seniority accrued in a different job classification due to layoff will be transferred to the original job classification.

**Section 7.** Employees cancelled from a regularly scheduled shift will be credited with regular hours missed for seniority and benefit accrual purposes, if during that pay period they have not been afforded the opportunity of making up such hours.

Employees who are cancelled but who are later required to report for work that shift due to intervening changes will be paid from the beginning of the shift, if they report within a reasonable period of time, not to exceed one (1) hour, commencing from the time called.

## **ARTICLE 13 HOURS OF WORK**

**Section 1. Normal Work Day.** A normal work day consists of 8½ hours, which includes the rest and lunch periods set forth below. Employees who work a full normal work day receive eight (8) hours pay, except as otherwise specifically provided in this Agreement.

**Section 2. Normal Work Period.** A normal work period for payroll and other purposes consists of ten (10) normal work days within a designated fourteen (14) day period. A part-time employee is one who is hired or retained on an intended regular basis and is normally scheduled 32 hours to 64 hours within a pay period, without any minimum hours guarantee, however.

**Section 3. Shifts.** The Hospital and the Union mutually recognize three (3) shifts, designated first (1st), second (2nd), and third (3rd) shift. Employees are deemed first (1st) shift when fifty (50%) percent or more of their normal work hours are between 7:00 a.m. and 3:15 p.m. Employees are deemed second (2nd) shift when fifty (50%) percent or more of such hours are between 3:00 p.m. and 11:15 p.m., and third (3rd) shift when fifty (50%) percent or more of such hours are between 11:00 p.m. and 7:15 a.m.

**Section 4. Shift Premium.** Employees scheduled for a full normal work day, as defined above, four (4) or more hours of which is between 3:00 p.m. and 11:15 p.m., will receive a shift premium of six (6%) percent times their base hourly rate for all such hours actually worked. Employees so scheduled between 11:00 p.m. and 7:15 a.m. will receive an eight (8%) percent shift premium on the same basis and under the same conditions.

Part-time employees scheduled less than a full normal work day of 8 1/4 hours who work four (4) or more scheduled hours between the designated second and third shift periods will receive an appropriate shift premium for all hours actually worked.

**Section 5. Rest and Lunch Periods.** Employees scheduled for a full normal work day, as defined above, will be granted a paid fifteen (15) minute rest period and a thirty (30) minute lunch period, half paid and half unpaid.

The taking and scheduling of rest and lunch periods are within the discretion of the Hospital, taking into consideration the operational needs and interests of the work area and the needs and interests of the employees, and are further subject to the understanding that the same will not interfere with the efficiency of the area or the delivery of services.

Rest and lunch periods shall not accumulate, shall not be taken in conjunction with one another, and shall not be used to cover late arrivals or early departures.

**Section 6. Reporting Pay.** Employees released from a scheduled shift for lack of available work, as determined by the Hospital, will be paid a minimum of four (4) hours pay at their regular rate of pay or for the number of hours actually worked, whichever is greater. Such employees will be credited with regular hours missed for seniority and benefit accrual purposes.

The above shall not apply however, where employees are released because of conditions beyond the reasonable control of the Hospital, such as fire, riots, civil commotion, acts of God, etc., or where the employee is unable to continue working in a different capacity.

**Section 7. Call-In pay.** Employees called in outside of their normal work day will be paid a minimum of three (3) hours at time and a half or their regular rate of pay for all hours actually worked, whichever is greater. This does not apply to employees called in prior to the start of their normal shift and who work continuously into their shift.

This section is intended to be used when an employee is called for a specific job for which the employee has a particular skill or ability, or under circumstances where

the employee is not completing routine work due to the absence of another employee.

**Section 8. Release from Scheduled Shift.** Employees who work a double shift or overtime which prevents them from getting eight (8) hours rest before their next normal work day will, upon request, be granted that day off without pay.

**Section 9. Overtime and Weekend Equalization.** Overtime and weekend work will be assigned equally to employees covered by this Agreement, to the extent practical and within the discretion of the Hospital. Equalization will ordinarily be by job classification, shift and division, department or unit. Grievances alleging an abuse of discretion with respect to the equalization of overtime and weekend work shall be filed directly at Step 3 of the grievance procedure.

The purpose of the above is to ensure on a division, department or unit basis a relatively fair and equitable distribution of available or required overtime and weekend work. Equalization shall not, however, require calling in employees off work where the required work can be more reasonably, practically or efficiently performed by employees already at work, such as in the case of splitting a full shift between shifts.

Employees shall not be required to work more than a reasonable amount of overtime. Employees will normally not be scheduled for more than every other weekend. Employees who have worked their full, normally scheduled weekends for the last six (6) months or who have made up any time missed on scheduled weekends and who are required to work an additional weekend will be paid time and a half for all hours worked that weekend.

**Section 10.** Required overtime assignment shall be waived for any individual Licensed Practical Nurse who has worked twelve (12) hours of required overtime in any calendar month.

**Section 11. Call and Stand-by Pay.** Employees designated on stand-by (with the exception of Radiology Special Procedures Technicians) will be paid stand-by and call pay as follows:

\$1.30 per hour regular Stand-by  
\$1.64 per hour Holiday Stand-by

When called in for emergency procedures, employees will be paid a minimum of \$13.90 or time and one half for hours actually worked, whichever is greater.

The Stand-by Pay will be paid regardless of whether they receive Call Pay.

**Section 12. Work Schedules.** Work schedules will be posted not less than ten (10) days prior to the beginning of the schedule. Employees will be notified of changes in the posted schedule.

**Section 13.** If an employee requests a day off on the posted schedule and finds appropriate coverage for that requested day that does not result in additional cost for the Hospital, the employee will not be required to use paid time, provided that the employee has received prior approval from their supervisor at least five days prior to the requested day, except in cases of emergency. It is understood that the employee will not receive "credit time" for days taken off under this provision of the contract.

## ARTICLE 14

### OVERTIME PREMIUM

**Section 1.** Except as otherwise provided below or elsewhere in this Agreement, employees will be paid overtime at time and a half ( $1\frac{1}{2}$ ) their base rate of pay as follows:

(a) Approved time worked within 24 hours in excess of a full normal work day, beginning with the start of the employee's full normal work day;



(b) Approved time worked in excess of a full normal work period, and

(c) Approved time worked in excess of seven (7) consecutive full normal work days, unless the employee agrees otherwise, or unless the situation occurs as the result of the employee accepting overtime between two (2) or more scheduled work periods of seven (7) or less consecutive full normal work days. The Union will be notified of any agreements between the employee and the Hospital hereunder.

**Section 2.** Overtime premium shall not be pyramided, compounded, or paid twice for the same hours worked.

**Section 3.** All hours paid shall be considered in computing overtime. Hours worked on the eight (8) holidays will be counted toward the computation of overtime.

**Section 4.** Full-time employees working an unscheduled holiday for which less than four (4) hours advance notice to report is given will be paid double time for unscheduled hours worked that holiday. This shall not apply to employees paid stand-by however.

**Section 5.** Full-time employees working an unscheduled weekend for which less than four (4) hours advance notice to report is given will be paid time and a half for unscheduled hours worked that weekend.

**Section 6.** When an employee scheduled for the on-coming shift does report for duty early to assist the current shift, that employee has first option to leave if someone can be replaced prior to the end of the scheduled shift. If this employee does choose to leave, he will receive pay at the rate of one and one-half (1½) time for those hours worked on the previous shift.

## ARTICLE 15

### HOLIDAYS

**Section 1.** The following are considered paid holidays for all full-time employees who have completed their probationary period:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

**Section 2.** Holidays will be observed and paid on the calendar day on which they fall and will be considered as the consecutive 24-hour period beginning with the third (3rd) shift on the eve of the holiday. Employees are scheduled and expected to work on holidays as is necessary to the reasonable staffing of the department, unit or work area.

**Section 3.** Full-time employees, other than laid-off and unpaid leave employees, will be paid eight (8) hours times their base rate of pay (excluding shift differential) for each holiday, providing they are otherwise eligible for holiday pay.

**Section 4.** Full-time and part-time employees with seniority who work on a holiday will be paid time and a half for all such hours worked. Full-time employees will also receive eight (8) hours holiday pay or a day off with pay in lieu thereof. Part-time employees will receive one (1) hour holiday pay for every two (2) hours worked on the holiday, to a maximum of four (4) holiday hours.

**Section 5.** Employees who are absent without prior authorization their last scheduled work day prior to, or their first scheduled work day after a holiday, or on a scheduled holiday to work, shall forfeit all pay for the holiday.

## ARTICLE 16

### VACATION

**Section 1.** Full-time and part-time employees with seniority will accrue paid vacation time as follows:

(a) Up to 96 vacation hours (twelve (12) eight (8) hour days), after one (1) year (2,080 hours) of hospital service, accrued at the rate of 3.6923 hours for every eighty (80) hours straight time paid thereafter. (Upon completing six (6) months (1040 hours), the employee will be credited with accrued vacation.)

(b) Up to 136 vacation hours (seventeen (17) eight (8) hour days), after five (5) years (10,400 hours) of hospital service, accrued at the rate of 5.2307 hours for every eighty (80) hours straight time paid thereafter.

(c) Up to 176 vacation hours (twenty-two (22) eight (8) hour days), after ten (10) years (20,800 hours) of hospital service, accrued at the rate of 6.7692 hours for every eighty (80) hours straight time paid thereafter.

(d) Up to 216 vacation hours (twenty-seven (27) eight (8) hour days), after twenty (20) years (41,600 hours) of hospital service, accrued at the rate of 8.3077 hours for every eighty (80) hours straight time paid thereafter.

**Section 2.** Employees will not be granted or allowed vacation in excess of the amount of time actually accrued. Maximum accruals are the annual accruals provided in subparagraphs (a)-(d) above plus forty (40) hours.

**Section 3.** Employees will not be granted or allowed vacation before completing six (6) months (1040 hours) of hospital service.

Employees terminating with at least one (1) year (2,080 hours) of hospital service and fourteen (14) days advance written notice will be paid their accrued vacation time. Advance notice may be waived if the employee substantiates to the satisfaction of the Vice President, Human Resources that circumstances made it impossible or unreasonable to give such notice.

**Section 4.** Employees may cash out up to eighty (80) hours of accrued vacation during the pay period in which an approved vacation is scheduled.

**Section 5.** Vacation time will be scheduled at the convenience of the employee whenever possible. However, in the interest of adequate patient care, the Hospital reserves the sole right to extend vacation schedules throughout the year, and it shall be the policy of the Hospital to schedule vacations over as wide a period as possible in order to eliminate the necessity of extra help, etc., inherent in scheduling vacations during a peak period.

**Section 6.** Vacation schedules will be prepared quarterly according to the following schedule:

Vacation Requests Due	Answered by	Months Covered
March 1-31	May 1	June, July, August
June 1-30	August 1	Sept., Oct., November
September 1-30	November 1	Dec., Jan., February
December 1-31	February 1	March, April, May

**Section 7.** Vacation requests will be approved and schedules prepared on the basis of hospital service seniority, provided requests are submitted within the above prescribed times. Vacation requests may be submitted after the above dates, but will be considered in the sequence received and without regard to seniority. Employees who change their department, unit or shift must have their vacations reapproved at the time of transfer.

**Section 8.** Vacation time may be used in one (1) day segments. However, vacations of five (5) days or more

will be given first priority; one (1) day vacations will be secondary.

**Section 9.** Approved vacation time during June, July and August is limited to a maximum of three (3) weeks. Additional accrued vacation time may be approved provided there is not a conflict with other employee(s) who have not been afforded the opportunity to take up to three (3) weeks of accrued vacation time.

**Section 10.** Vacation time will be paid at the employee's base hourly rate (excluding shift premium) and will be considered as hours worked and paid for benefit accrual purposes. Paid holidays occurring during an employee's scheduled vacation will be paid as such, and not as vacation, if the employee is otherwise eligible for such holiday pay.

**Section 11.** Employees who are laid-off and miss time as the result or who retire will be paid their accrued vacation time. The survivor of an employee who dies will be paid the employee's accrued vacation time in accordance with existing law providing for such payments to surviving spouses, etc.

**Section 12.** Employees who are absent without prior authorization their last scheduled day before or their first scheduled day after their approved vacation are subject to reasonable disciplinary action on the first and subsequent such occasions, and beginning with the second such occasion shall additionally forfeit one (1) day of vacation time for each day of unauthorized absence.

**Section 13.** Advance vacation pay will be paid the last regular pay day before the scheduled vacation, provided, however, the employee requests such an advance in writing on or before the last day of the pay period for the pay day on which the advance is desired. Employees who do not request advance vacation pay will be paid on each regular pay day.

**Section 14.** If an employee becomes ill and/or physically incapacitated and is under the care of a licensed physician for more than two (2) days during his

scheduled vacation time, he may be permitted to change his vacation to a subsequent date which will not conflict with another employee's vacation. Consideration of such request is contingent upon the employee providing prompt notice and proof of illness. All such requests must be approved by the Vice President, Human Resources.

## ARTICLE 17

### PERSONAL TIME

**Section 1. Purpose.** Personal time is intended to cover regularly scheduled hours missed as the result of illness or injury, or necessary personal business which cannot reasonably be attended to during non-working hours. Where accrued, such time shall be paid to employees in such instances.

The payment of such time, however, in no way constitutes the Hospital's approval or disapproval of the absence itself. Employees remain subject to discipline and discharge for unauthorized absences, absenteeism generally and tardiness, without regard to the payment of such time.

**Section 2. Accrual.** Full-time employees with seniority shall accrue 1.5385 hours of personal time for every eighty (80) hours of straight time pay.

**Section 3. Maximum Accrual and Cash-Out.** Employees may accrue a maximum of 168 such hours. Employees may also cash-out hours in excess of 100 during the payroll period in which their birthday falls, during the payroll period immediately prior to a scheduled vacation, or otherwise with the approval of the Vice President, Human Resources. Cash-out payments shall be at fifty (50%) percent. Employees terminating with fourteen (14) days advance notice will be paid the time then credited to them.

**Section 4.** Personal time may be used in increments of one (1) hour.

## ARTICLE 18

### LONGEVITY

**Section 1.** Longevity progression will be unfrozen for the term of this agreement.

Full-time and part-time employees who were eligible for and receiving longevity pay as of December 17, 1986, will advance to the next percentage level upon completion of each additional year of service after November 23, 1988.

Full-time and part-time employees who were hired before November, 1982 who have not previously received longevity pay will be eligible upon the completion of six (6) or more years of service after November 23, 1988. The first longevity payment for these employees will be calculated at 20 percent of one (1) month's base pay.

**Section 2.** "Years of Service" are based on multiples of 2,080 hours, as identified below:

#### Years (Hours) of Service

6	(12,480 hours)
7	(14,560 hours)
8	(16,640 hours)
9	(18,720 hours)
10	(20,800 hours)
11	(22,880 hours)
12	(24,960 hours)
13	(27,040 hours)
14	(29,120 hours)
15	(31,200 hours)
16	(33,280 hours)
17	(35,360 hours)
18	(37,440 hours)
19	(39,520 hours)
20	(41,600 hours and every 2,080 hours thereafter)

The percentage of longevity payment ranges from 20% to 90% of one month's base pay. A 5% progression increase will be in effect for each additional year of service attained after November 23, 1988, up to the maximum of 90%.

**Section 3.** Longevity pay is calculated by multiplying 173.33 hours, i.e., the average full-time work hours in a month, times the employee's base hourly rate times the applicable percentage. Longevity pay is processed the pay period after which the employee completes the requisite years (hours) of service as identified above. Separate checks are issued. Longevity pay which falls due during an approved worker's compensation leave will be paid when the employee returns to work.

## ARTICLE 19

### JURY DUTY AND COURT TIME

**Section 1. Jury Duty.** Full-time employees with seniority who are on jury duty (except those volunteering for the same) will be paid the difference between regularly scheduled time missed as the result of jury time (but not in excess of eight (8) straight time hours) and the amount of jury pay received.

**Section 2.** Where jury time is for one-half ( $\frac{1}{2}$ ) day, the Hospital will pay the difference between four (4) hours straight time pay for regularly scheduled time missed due to jury time and the amount of jury pay received. Employees serving one-half ( $\frac{1}{2}$ ) day jury time may, at their option, work the remainder of their scheduled shift.

**Section 3.** The Hospital's obligation under this article is limited to a maximum of thirty (30) days in any calendar year. In order to receive payment under this article, an employee must (a) give the Hospital advance notice of being summoned for jury duty; (b) furnish satisfactory proof of court attendance on the day(s) for which payment is requested; and (c) furnish satisfactory proof of the amount of jury pay received.



**Section 4.** Notwithstanding the above, employees on jury duty may work their regularly scheduled shift and keep whatever jury pay they receive from the court as additional pay. Employees who work their regularly scheduled shift on any day for which they are also paid full or half-day jury pay by a court shall be deemed to have elected this option.

**Section 5. Court Time.** Employees who are subpoenaed or released to testify on behalf of the Hospital in a judicial proceeding shall not lose straight time pay as the result.

## **ARTICLE 20**

### **FUNERAL TIME**

**Section 1.** Full-time employees with seniority will be allowed up to three (3) regularly scheduled days off with pay (but not in excess of 8 hours times their base hourly rate for each such day) to attend the funeral of a member of the employee's immediate family.

**Section 2.** Part-time employees with seniority will receive paid funeral leave (up to 8 hours times their base hourly rate) to attend the funeral of a member of the employee's immediate family if it is a regularly scheduled work day.

**Section 3.** The term "immediate family" includes an employee's mother, father, sister, brother, son, daughter, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparents, and step-parents.

**Section 4.** The term "regularly scheduled days" as used in Section 1 above is limited to the day of death through the day following the funeral. The work schedule as posted at the time of the request shall govern.

**Section 5.** Proof of funeral attendance may be required. Personal time, vacation time and, if necessary, unpaid personal leave may be requested in conjunction

with, or in addition to, the funeral leave where circumstances would reasonably require such time away from work.

## ARTICLE 21

### MEDICAL AND HOSPITALIZATION BENEFITS

**SECTION 1.** Full-time employees with seniority (and their eligible spouses and dependents) who are not covered by, or eligible for, another employer-paid medical and hospitalization plan providing substantially equal or better coverage shall, upon request, be provided Blue Cross/Blue Shield MVF-2 coverage (or substantially equivalent coverage) by the Hospital, subject to normal acceptance and maintenance regulations.

**Section 2.** Full-time employees with seniority (and their eligible spouses and dependents) who are covered by, or eligible for, another employer-paid medical or hospitalization plan providing lesser coverage and/or a plan which is only partially employer-paid will, at the Hospital's option, be provided coverage as set forth in the above section or indemnified for any difference.

**Section 3.** Eligible employees (and their eligible spouses and dependents) who are covered by, or eligible for, another employer-paid medical or hospitalization plan and those so covered and being indemnified for any difference will, upon request, be provided immediate coverage under the Hospital's plan if they cease being covered by, or eligible for, the other plan.

**Section 4.** Employees eligible for coverage under the Hospital's medical and hospitalization plan may, at their option and on behalf of their eligible spouses and dependents, elect health maintenance organization (HMO) coverage instead, subject to normal acceptance and maintenance regulations. (Such coverage is available and being offered through Health Plus and Blue Care Network HMO.) Employees who elect HMO

coverage are responsible for premium amounts in excess of those applicable under the Hospital's medical and hospitalization plan.

**Section 5.** As of January 1, 1987, the medical and hospitalization coverage shall include a \$100 in-hospital deductible (IHD) rider for all enrollees, which shall be waived, however with respect to hospitalization claims involving the Hospital.

For new hires and enrollees after November 23, 1983, the Hospital will pay ninety (90%) percent of the applicable premium with the remaining ten (10%) percent being paid by the employee through payroll deduction. The ten (10%) percent shared premium is subject to the reimbursement provisions set forth in Section 6. This paragraph relates only to full-time employees; the shared premium schedule for part-time employees is outlined in Section 9.

**Section 6.** Full-time employees who during the period April 1st. through March 31st. incur no hospitalization claims or no foreign hospitalization claims, as defined below, will be reimbursed for premiums paid by them pursuant to the above section. Full-time employees who during the period April 1st. through March 31st. incur foreign hospitalization claims less than the premiums paid by them during that period pursuant to the above section will be reimbursed for the difference. The same periods shall apply in subsequent years covered by this Agreement.

Part-time employees who during the period April 1, 1986, through March 31, 1987, have no hospitalization claims or no foreign (non-FOH) hospitalization claims will be eligible for the annual 10% shared premium reimbursement for the months they paid at the 10% rate. The same periods shall apply for subsequent years.

**Section 7.** The term "foreign hospitalization claims" is defined as claims for services at a hospital other than Flint Osteopathic Hospital. Excluded, however, are foreign hospitalization claims resulting from an emergency which could not reasonably be handled by Flint Osteopathic Hospital and foreign hospitalization

claims for services not reasonably available at Flint Osteopathic Hospital. Further exceptions may be made at the sole discretion of the Hospital.

**Section 8.** Employees may prior to incurring a foreign hospitalization claim, or within thirty (30) calendar days thereafter, request in writing written confirmation of whether the claim is a foreign hospitalization claim, as defined above. Employees requesting such confirmations shall, upon request, provide such information or execute such medical information releases as may be reasonably necessary to a proper determination of the claim. The Hospital shall provide written confirmation within a reasonable period of time. Grievances alleging an abuse of discretion by the Hospital in failing to confirm an exclusion, as defined above, shall be filed directly at Step 3 of the grievance procedure.

**Section 9.** Part-time employees (and their eligible spouses and dependents) who are not covered by or eligible for another employer-paid or partially employer-paid health, dental, and/or optical insurance plan may enroll in the Hospital's plan, subject to normal acceptance and maintenance regulations. Employees must be regularly scheduled 4 days (32 hours) per pay period to be eligible to join the Hospital medical and hospitalization plan.

As of June 1, 1986, part-time employees are eligible for a graduated, shared premium based on hours worked as outlined below. The percentage of the Hospital-paid portion of the premium is evaluated quarterly.

<b>Quarterly Average Days/hours Worked per Pay Period</b>	<b>Percentage of Hospital Co-Pay Up to Full Family Coverage</b>
6 days/48 hours	90%/100% Health*, 100% Dental, 100% Optical
5 days/40 hours	70% Health, 70% Dental, 70% Optical
4 days/32 hours	50% Health, 50% Dental, 50% Optical
Less than 4 days/32 hours	None

\*New hires and enrollees after November 23, 1983, are subject to a 10% co-pay.

The co-pay amount of employees returning from leaves of absence will be determined by calculating the Quarterly Average Days/Hours from the most recent payroll quarter end. It is possible that there will be less than 4 days/32 hours worked, in which case the Hospital will assume the 50% 50% 50% co-pay.

**Definition of Hours Worked:**

Straight-time and overtime hours worked  
Holiday hours worked  
Time worked for orientation  
Vacation hours paid  
Meeting time paid by the Hospital  
Hours credited for Worker's Compensation Leave  
Scheduled hours cancelled by the Hospital which the employee was not afforded the opportunity to make up.

**Quarterly Average Days/Hours Worked per pay period calculation:**

# of Hours Worked in payroll quarter ÷ # of pay periods in payroll quarter = Quarterly Average Days/Hours.

It is recognized that some employees work less than 8¼ hour shifts. Those employees are eligible for the program provided they average enough hours in the payroll quarter to qualify, i.e., 32 or more Hours Worked per pay period.

**Section 10.** The Hospital will continue for up to forty-five (45) days the health coverage of an employee on an approved medical leave and receiving sickness and accident benefits. Coverage thereafter, if elected by the employee, shall be continued on the following basis:

<b>Days Absent</b>	<b>Employee's Cost</b>
46-59	50% of 1 month's premium
60-69	60% of 1 month's premium
70-79	70% of 1 month's premium
80-89	80% of 1½ month's premium
90-99	90% of 1½ month's premium
100 or more	100% of 1½ month's premium plus 100% of 1 month's premium every 30 days

Employees must notify the Personnel Department in writing if they do not want their health coverage continued beyond the forty-fifth (45th) day. Employees are responsible for the above costs due through the earliest cancellation date following such notification.

The amount an employee owes will be finally determined upon the employee's return to work and may be deducted from the employee's final sickness and accident benefit check or subsequent pay checks. Other payment arrangements, if necessary, may be made with the Personnel Department.

**Section 11.** Employees on an approved worker's compensation leave of absence, as defined elsewhere in this Agreement, are eligible to have their health coverage continued for up to twelve (12) months.

**Section 12.** Notwithstanding the above, the Hospital shall not be obligated to provide or continue, as the case may be, benefits hereunder which overlap or duplicate federal or state-mandated health care benefits, and in the event of such legislation or regulations, this article shall be subject to renegotiation.

**Section 13.** The Union will be notified in advance of any Hospital decision to provide substantially equivalent benefits through a carrier or means other than Blue Cross and Blue Shield, and will be afforded available information relative to the same and a reasonable period of time to file objections for further consideration. This includes, but is not limited to, any

decision by the Hospital to provide substantially equivalent benefits through a preferred provider group or organization.

**Section 14.** The Hospital through its Medical Affairs Division and Personnel Department will, upon request, assist employees in locating a qualified and geographically convenient primary care physician on the Hospital's medical staff to service their health care needs. Such information and assistance shall be made a part of any new employee orientation program.

**Section 15.** Employees retiring on or after age 65 will have their and their eligible spouse's medical and hospitalization coverage continued on a complimentary coverage basis. Employees retiring are responsible for any premium over and above the applicable complementary coverage premium.

Employees retiring on or after November 23, 1985 at age 62, 63 or 64 and with at least sixteen (16) years of credited service are eligible to continue their and their spouse's medical and hospitalization coverage, with the Hospital paying twenty-five (25%) percent of the applicable single contract premium for retirements at age 62, fifty (50%) percent for retirements at age 63 and seventy-five (75%) percent for retirements at age 64, until the employee reaches age 65 or becomes eligible for complimentary coverage, whichever is earlier.

**Section 16.** The Hospital will pay reasonable and customary fees for the first aid treatment of accidental injuries and for the minor, initial treatment of medical emergencies, but only if such services are provided at the Hospital or by a member of its medical staff. This provision applies only to employees, spouses and eligible dependents who are covered by the Hospital's medical and hospitalization plan.

Fees hereunder shall not exceed those payable under the Blue Cross/Blue Shield FAE-RC Rider. Treatment and condition definitions as set forth therein shall also apply.

A medical emergency is defined as a serious, life-threatening condition requiring immediate attention. Examples would be heart attacks, acute appendicitis, coma, convulsions, stroke and shock. Office call-type care for such things as colds, flu, heartburn, stomachache, etc., are not covered as medical emergencies.

Claim forms are available in the Hospital's Personnel Department.

## ARTICLE 22

### PRESCRIPTION DRUG, DENTAL AND OPTICAL COVERAGES

Employees shall be eligible for prescription drug, dental and optical coverages on the same basis as medical and hospitalization coverage, provided, however, that the shared premium and reimbursement provisions set forth in that article with respect to new hires and enrollees shall not apply with respect to these coverages.

Effective January 1, 1987, the prescription drug co-pay will be \$5.00.

Effective January 1, 1984, the dental insurance maximum will be increased from \$750 to \$800.

## ARTICLE 23

### SICKNESS AND ACCIDENT BENEFITS

**Section 1. Eligible Employees.** Full-time employees who have completed one (1) year (2,080 hours) of hospital service, and who are on an approved medical leave will be paid sickness and accident benefits as provided by insurance or current Hospital policy, whichever is applicable.

**Section 2. Benefit Amount.** Employees will be paid sixty (60%) percent of their base rate of pay on a per



diem basis. An employee's per diem amount is the employee's base hourly rate times forty (40) hours times sixty (60%) percent divided by seven (7). Benefits will commence on the eighth (8th) consecutive day of approved medical leave, unless the employee is hospitalized at Flint Osteopathic Hospital, in which instance benefits will commence on the date of hospitalization, if earlier. Exceptions for foreign hospitalizations will be made in accordance with Article 21, Section 7.

**Section 3. Benefit Duration.** Employees with less than three (3) years (6,240 hours) of hospital service seniority will be covered for up to eight (8) weeks. Employees with at least three (3) but less than five (5) years (10,400 hours) of hospital service seniority will be covered for up to fifteen (15) weeks. Employees with five (5) or more years of hospital service seniority will be covered for up to twenty-eight (28) weeks.

**Section 4. Seniority Accrual.** Employees receiving sickness and accident benefits will continue to accrue job classification and hospital service seniority, but not for benefit accrual purposes. Employees receiving such benefits are not eligible for any other payments or benefits during such period.

**Section 5. Exclusion.** Notwithstanding the above, an employee shall not be eligible for sickness and accident benefits (or other wage continuation benefits) for any period of time hereunder previously requested off for any other reason but denied.

## ARTICLE 24

### LIFE INSURANCE AND LIABILITY COVERAGE

**Section 1.** The Hospital will provide full-time employees with seniority \$17,500 basic life insurance coverage. Otherwise eligible employees returning from a leave or layoff shall have their coverage immediately reinstated.

**Section 2.** Effective January 1, 1989, a part-time employee shall be provided \$3,000 life insurance provided he worked a minimum of 832 hours in the payroll year prior and provided he continues to work a minimum of 832 hours in each succeeding payroll year. An employee who fails to work 832 hours in any payroll year shall not be covered in the succeeding year. Such coverage shall include double indemnity in case of accidental death.

**Section 3. Liability Coverage.** The Hospital will maintain liability coverage for all employees who may be subject to liability claims arising out and within the scope of their Hospital employment. Upon request, the Hospital will provide the Union with a description of this coverage and any limitations.

## **ARTICLE 25**

### **RETIREMENT**

The Flint Osteopathic Hospital Employees Pension Plan will be continued for eligible employees. Details of the plan are covered in a Summary Plan Description Booklet, a copy of which is available to employees in the Personnel Department.

## **ARTICLE 26**

### **LEAVES OF ABSENCE**

**Section 1. Eligibility.** Except as otherwise provided below, leaves of absence of the types described below may be granted or denied, in whole or in part, at the discretion of the Hospital, taking into consideration the reasonableness of the advance notice given; the reasons for the leave and available alternatives; the needs and interest of the employee; and the administrative and operational needs and interests of the Hospital. Grievances alleging an abuse of discretion in denying a requested leave shall be filed directly at Step 3 of the grievance procedure.

**Section 2. Leave Requests.** Employees desiring a leave of absence shall file a written request with their department head forty-five (45) days in advance of the anticipated commencement date, unless it is impossible or unreasonable to do so, in which case reasonable advance notice under the circumstances may be accepted.

The request shall indicate (a) the type of leave requested; (b) its anticipated commencement date and duration; and (c) the reasons for the leave. Further information may be requested by the department head or the Vice President, Human Resources. The department shall respond in writing to the leave request within a reasonable period of time.

Employees desiring an extension of a leave of absence upon its designated expiration date shall file a written request for the same with their department head thirty (30) days in advance of the designated expiration date, unless it is impossible or unreasonable to do so, in which case reasonable advance notice under the circumstances may be accepted.

**Section 3. Seniority and Benefits.** Employees shall retain but not accrue seniority or benefits during a leave of absence, except as otherwise provided in this Agreement. Employees on an unpaid leave of absence may continue their health, prescription drug, dental and optical insurance coverages for up to six (6) months, and their life insurance coverage for up to six (6) months on an advance, self-pay basis. Such arrangements must be made with the Personnel Department before the leave commences.

**Section 4. Return Requests.** The Hospital may within its sole discretion determine whether or not to permanently fill the job of an employee on a leave of absence.

Employees shall confirm with their department head their designated return date fourteen (14) days in advance, unless it is impossible or unreasonable to do so, in which case reasonable advance notice under the circumstances may be accepted.

Employees will be returned as follows:

- (a) To their former job if they return within 60 days, or if it has not been permanently filled and is otherwise still available;
- (b) To an available job in their job classification and department or unit;
- (c) To an available job in their job classification in another department or unit; or
- (d) To an available job in as similar a job classification as practical.

Notwithstanding the above, no employee returning from a leave shall be returned hereunder to an available job which would constitute a promotion for the employee. The request and approval of a leave of absence shall automatically be deemed to include any extension resulting from the inability of the Hospital to return the employee to an available job in the manner set forth above, but only if the employee is otherwise available to return and remains so during any extension period. During such extension, the employee, in accordance with his or her seniority shall be placed on the recall list with recall rights as outlined in Article 12, Section 4.

**Section 5. Personal Leave.** Employees may for good personal reasons request an unpaid personal leave for up to six (6) months. Extensions may be granted at the sole discretion of the Hospital. The term "good personal reasons" includes maternity and adoption reasons, but excludes reasons relating to employment elsewhere. Exceptions with respect to the latter may be granted at the sole discretion of the Vice President, Human Resources.

**Section 6. Public Office Leave.** Employees elected to a full-time federal, state, county or local public office may request an unpaid leave for the term of office or two (2) years, whichever is shorter. Employees elected

to a part-time public office may request such a leave if their employment and public office duties will necessarily conflict. Extensions and exceptions may be granted at the sole discretion of the Vice President, Human Resources.

**Section 7. Union Business Leaves.** Members of the Union elected or appointed to office or selected for regular employment with Local 1850, Council 25 or the International Union, will be granted an unpaid leave for one (1) year or the duration of their office or employment, whichever is shorter. Such leaves will be extended for one (1) year periods if written request to the Hospital is made at least thirty (30) days prior to the expiration of each such yearly period.

Members of the Union elected to attend a function of Council 25 or the International Union, such as conventions and educational conferences, will be granted an unpaid leave to attend the same. Credit for accruing seniority and benefits will be given for all regularly scheduled work hours missed in attending such conventions or conferences, subject to the following limitations and requirements, however.

The Local Union President and an elected Council 25 or International Union officer will be allowed a maximum of 160 such hours per calendar year. The vice president, recording secretary, secretary-treasurer and stewards will be allowed a maximum of 120 hours, and members a maximum of 80 hours.

To be entitled to the above credit, the Union must furnish in writing fourteen (14) days advance official notice of the convention or conference, unless circumstances make such notice impossible or unreasonable, in which case reasonable advance notice may instead be accepted. The notice shall identify the convention or conference, the dates, and the employee(s) elected to attend. Within fourteen (14) days after the convention or conference, the Union shall certify in writing the employee's attendance and the number of hours for which credit is requested. Notices required by this paragraph shall be furnished to the Personnel Department.

**Section 8. Education Leave.** Employees may request an unpaid leave of absence to pursue a full-time, college-level educational program in a hospital-related field. Such leaves may be requested for periods of up to two (2) years, provided, however, that a request shall not exceed one (1) year for every two (2) years of service. Exceptions and extension may be granted at the sole discretion of the Vice President, Human Resources.

Employees on an authorized education leave who cease to be enrolled in and attending a full-time, college-level educational program, and who fail to immediately notify the Hospital of their non-enrollment or non-attendance shall be deemed to have voluntarily quit and lost seniority under this Agreement.

**Section 9. Veterans Education Leave.** Employees who have returned to active employment from a military leave of absence will be granted an unpaid leave to attend a federally-approved, full-time educational program with benefits provided by federal law. Such leaves may be up to two (2) years or the length of the employee's seniority, whichever is shorter. Extensions may be granted at the sole discretion of the Vice President, Human Resources.

**Section 10. Military Leave.** Employees will be granted an unpaid leave of absence for military service or duty reasons in accordance with the requirements of federal law. Seniority and benefit accrual during such leave shall likewise be granted and administered in accordance with federal law.

**Section 11. Annual Reserve Military Training Leave.** Employees who are members of the armed forces reserve or National Guard, and who are required to participate in annual training or activated as the result of civil disorder will be granted a leave of absence for up to two (2) weeks in any calendar year. Extensions will be granted as required by law or at the sole discretion of the Vice President, Human Resources.

Employees will be paid their regular base hourly rate for all regularly scheduled hours lost during the two (2) weeks or initial two (2) weeks, as the case may be, less any military pay received for the same period. Written proof of military pay received shall be furnished to the Personnel Department.

Employees receiving vacation pay during any such period of training or service shall not be eligible for pay as provided by this section.

**Section 12. Medical Leave.** Employees who become disabled due to illness or injury and who are unable to perform their normal job or other available and offered work at the Hospital may be granted a leave of absence for up to twelve (12) months or the length of their hospital service seniority, whichever is shorter. Extensions may be granted at the sole discretion of the Vice President, Human Resources.

Employees requesting such leaves shall promptly furnish (a) an employee statement of illness or injury; (b) an attending physician statement; (c) a supplementary attending physician statement, if an extension or further information is requested; and (d) a medical information release form. The Hospital will furnish such forms to employees upon request. Employees who fail to furnish such information within a reasonable period shall be deemed absent without authorization.

Employees seeking to return from an approved medical leave must provide an appropriate written release from their attending physician in advance of actually returning to work.

The Hospital may require that an employee requesting a medical leave or on one, or seeking to return from one, as the case may be, be independently examined at its expense by a physician of its choice.

Medical leaves will be approved or denied in accordance with the attending physician's statement or a supplementary statement, or the independent examination report, if one is obtained.

Medical leaves shall be unpaid leaves, except as otherwise provided in the sickness and accident benefit provisions of this Agreement.

Notwithstanding anything above to the contrary, medical leaves involving non-emergency or elective procedures shall be arranged in advance and at the mutual convenience of the employee and the Hospital. Employees shall promptly notify their immediate supervisor of any condition for which the employee contemplates non-emergency or elective procedures requiring an absence from work, including, but not limited to, the fact of pregnancy. Grievances alleging an abuse of discretion by the Hospital in failing to agree upon a mutually convenient time for the medical leave shall be filed directly at Step 3 of the grievance procedure.

**Section 13. Workers' Compensation Leave.** Employees will be covered by the applicable workers' compensation laws.

Employees who become disabled due to work-related illness or injury from performing their normal job or other available and offered work at the Hospital, and who are receiving workers' compensation benefits on account of such disability, will be granted a leave of absence.

Such leaves shall be unpaid leaves, except for benefits provided under the applicable workers' compensation laws, and except as otherwise specifically provided in this Agreement. Job classification seniority and hospital service seniority shall continue to accrue for up to the first six (6) months, but not for benefit accrual purposes.

## ARTICLE 27

### NEW JOB CLASSIFICATIONS

The Hospital will notify the Union in advance of its intent to establish a new job classification. It is



recognized that the same may result from the creation of a new job or where the job content of an existing job is so substantially changed that it can no longer be properly retained within an existing job classification.

Such notice shall be in writing and shall describe the new job classification and the salary grade assigned. The Union may request a special conference to discuss the new job classification, the salary grade assigned, or any other matter relevant thereto.

## **ARTICLE 28**

### **CONFIDENTIAL INFORMATION**

Patients and their families have the right to have both the fact and nature of hospitalization, conditions, treatments, etc., treated with the utmost confidentiality. Any and all information gathered or heard about patients or their families, whether officially, or unofficially is considered confidential.

The release of such information to patients or their families, to another patient or family, to a fellow employee or to any unauthorized person shall be considered a breach of confidentiality and grounds for immediate discharge, subject to the Union's right to grieve whether a breach of confidentiality did, in fact, occur.

Employees who know or reasonably believe that another employee, whether in the bargaining-unit or not, has or may have breached the confidentiality of a patient or the patient's family are expected to report the same to their department head.

The same information relative to employees or their employment shall likewise be treated confidentially. An employee has the right to expect that information relative to herself or her employment will be treated with the utmost confidentiality. The Hospital and the Union both recognize the importance of maintaining

strict confidentiality with regard to patient and/ or employee information.

## ARTICLE 29

### NO STRIKE, LOCKOUT, OR INTERFERENCE

**Section 1.** There shall be no general or partial strikes, work stoppages, slowdowns, boycotts, demonstrations or other concerted interruptions or delays of work during the term of this Agreement.

**Section 2.** Neither the Union nor any of its officers, representatives, agents or employees shall authorize, assist, support, cause or participate in any activities described above. Nor shall any member assist, support, cause or participate in any such activities.

**Section 3.** The Hospital shall likewise not lockout employees during the term of this Agreement.

**Section 4.** Because this Agreement provides viable, peaceful means for the resolution of issues and disputes involving wages, hours and other conditions of employment, either through the grievance procedure or by special conference and negotiation, employees violating the above are subject to immediate discharge.

**Section 5.** Employees shall as a condition precedent to maintaining any court or administration charge, suit or action against either the Hospital or the Union fully and in a timely fashion exhaust their remedies under this Agreement and under the by-laws and constitution of the Union.

**Section 6.** During the term of this Agreement, the Hospital will not assist, recognize or contract with any other labor organization seeking to represent employees covered by this Agreement, except as otherwise directed and required by law.

## ARTICLE 30

### WAIVER

The Hospital and the Union mutually acknowledge that during negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter not specifically removed by law from the collective bargaining process, and that any understandings and agreements reached are embodied in this Agreement.

For the life of this Agreement, the Hospital and the Union therefore voluntarily and unqualifiedly waive any further bargaining right and agree that, except by mutual agreement, neither shall be obligated to bargain with respect to any subject or matter covered by this Agreement, or which either had the right to raise and have considered during negotiations, regardless of whether the same was in the knowledge or contemplation of either or both at that time.

## ARTICLE 31

### MISCELLANEOUS

**Section 1. Employee Addresses and Telephone Numbers.** Employees shall at all times have their current residential address and telephone number, whether listed or unlisted, on record with the Personnel Department, and shall promptly notify the Personnel Department of any changes.

Employees not on a layoff or leave shall notify the Hospital of any change of address or telephone number by completing an appropriate hospital-provided form, which is available in the Personnel Department, and which upon completion, returned and filed there. The Hospital will provide the employee with a copy of the completed form or a separate receipt.

Employees on layoff or leave may notify the Hospital of a change of address or telephone number in the above

manner or, alternatively, by certified or registered mail sent to : Personnel Department, Flint Osteopathic Hospital, 3921 Beecher Road, Flint, Michigan 48502.

The Hospital shall be entitled to rely completely on the last address and telephone number furnished by an employee in accordance with the above, and further shall have no responsibility or obligation to any employee for failure of notice, etc., arising out of the employee's failure to comply with the above obligations and procedures.

**Section 2. Compliance with Non-Discrimination Laws.** This Agreement shall be interpreted and administered in compliance with applicable federal and state discrimination laws.

**Section 3. Effect of Agreement.** This Agreement supersedes any past practice, understanding or agreement, verbal or written, in conflict with a specific limitation clearly expressed in this Agreement.

**Section 4. Savings Clause.** If any provision of this Agreement is held, declared or rendered substantially invalid by legislation, court decision or regulation, the remainder shall not be affected, and any such provision held, declared or rendered invalid shall immediately be subject to renegotiation.

**Section 5. Pronouns.** Reference in this Agreement to pronouns such as he, she, him, her, etc., shall be deemed descriptive only, unless clearly intended or expressed otherwise.

**Section 6. Volunteer Service Organizations and Workers.** The Union and the Hospital recognize that volunteer organizations and workers perform services in the Hospital which are a valuable and necessary contribution to the welfare of patients and the Hospital, and the community generally, and further that such services will in no way materially interfere or conflict with the duties or privileges of employment. The Hospital shall have the right to continue to use all such services of any such nature, and neither the Union nor employees shall interfere in any way with the

activities or duties of any such volunteer service organization or worker. Volunteers shall be treated at all times with utmost common and business courtesy, bearing in mind that the same are dedicated and unselfish individuals often times thanklessly and greatly giving of themselves without monetary or tangible reward.

**Section 7. Union Bulletin Board.** The Hospital will provide a designated bulletin board for the Union's use. The board will be used exclusively for the posting of notices of union meetings, elections, educational, recreational and social activities. Other matters may be posted by advance mutual agreement of the Local Union President (or the Vice President in his or her absence) and the Vice President, Human Resources.

All notices posted shall bear the initials or signature of the Local Union President (or Vice President in his or her absence), who shall be responsible for the propriety of the notices. The bulletin board shall be lockable and the Local Union President furnished with a key and responsible for its use.

**Section 8. Identification Badges.** Official identification badges will be furnished to all employees and must be worn while on duty. Special day passes will be furnished, where necessary, in the Personnel Department or Staffing Office.

Badges shall not be modified, changed, altered, defaced or obscured in any way. Replacement badges, where necessary, will be issued in accordance with Hospital policy.

**Section 9. Incidental Health Care.** The Hospital will annually provide flu shots, polio, smallpox vaccinations and TB testing to all employees. In the interest of patient and co-worker health and safety, etc., the Hospital may require that employees annually or periodically have laboratory tests performed and reasonable vaccinations, preventive treatments and procedures, etc., as a condition of continued employment. Grievances alleging an abuse of discretion by the Hospital in establishing or

administering any such requirements shall be filed directly at Step 3 of the grievance procedure.

**Section 10. Emergency Care.** Employees suffering an accident or becoming ill while at work will be provided with reasonable, courtesy emergency first aid or care in the Employee Health Office or the Emergency Department, or elsewhere within the Hospital as directed at that time. Such care may include referring the employee to their family physician for further observation, evaluation or treatment.

**Section 11.** Courtesy discounts will continue to be extended by the Hospital to employees and their spouses and dependent children.

**Section 12. Safety.** The Hospital will continue to reasonably provide for the safety of employees while at work. Employees shall, in turn, follow safety directions and precautions while on duty.

Employees may report in writing to the Safety Committee physical conditions which are unsafe or reasonably believed to be unsafe or, alternatively, may report these to their immediate supervisor and suggest and recommend their referral to the Safety Committee. Such "keep your eyes open and let us know" reports are strongly encouraged and, where appropriate, may be specifically recognized in an appropriate way.

The Local Union President will be an ex-officio member of the Hospital Safety Committee.

**Section 13. Uniforms.** Where and to the extent currently in effect for an employee, uniforms or uniform maintenance will be continued.

**Section 14.** Reasonable requests for information or releases of information necessary or essential to the effective administration of this Agreement will be honored by the Hospital, Union and employees.

## ARTICLE 32

### WAGE ADMINISTRATION

**Section 1.** The basic wage rates during the term of this Agreement are those set forth in the first, second and third year wage schedules. Such rates become effective as of the beginning of the indicated pay periods. Rates for employees on an authorized leave of absence become effective upon their return to the active payroll.

**Section 2.** Progression increases will be resumed during this Contract period, and employees will initially be eligible upon the completion of one (1) year (2,080 hours) of hospital service since October 2, 1988. Subsequent progression increases will be based upon the completion of one (1) year (2,080 hours) of hospital service since the last such progression increase. In the case of promotions from a lower to higher salary grade, however, progression increases are based upon the completion of one (1) year (2,080 hours) of hospital service since the effective date of the promotion.

**Section 3.** Employees promoted from a lower salary grade to a higher salary grade will be paid the higher salary grade rate next highest to their current rate and will receive subsequent progression increases as set forth in the above section.

**Section 4.** Employees transferred from one classification to another classification within the same salary grade retain their current rate and progression hours.

**Section 5.** Employees transferred from a higher salary grade to a lower salary grade will be paid at the same progression step in the lower salary grade. However, such employees retain their current progression hours.

**Section 6.** Employees temporarily transferred to a job classification in a higher salary grade for a full eight (8) hour shift or more will be paid the higher salary grade

rate next highest to their current rate for all such hours actually worked.

**Section 7.** Employees temporarily transferred to a job classification in the same or lower salary grade retain their current rate.

**Section 8.** Rate adjustments referred to above become effective as of the beginning of the earliest pay period following the event giving rise to the adjustment. Retroactive adjustments, if necessary, shall be promptly made to properly effectuate this.

**Section 9.** The Union and the Hospital further recognize that the rates set forth in the wage schedules are minimum rates, and that it may be necessary to grant advance salary step placement to hire or retain employees of specialized skills or experience. The Hospital will not do so in an arbitrary, capricious or discriminatory manner, however. Nor will the Hospital pay rates in excess of the maximum for any job classification at the end of this Agreement without advance written notice to, and a special conference with the Union.

**Section 10.** Merit wage increases and other incentives in addition to the basic wage rates set forth in this Agreement are not precluded, provided, however, the administration of the same among employees in an affected job classification shall not be arbitrary, capricious or discriminatory. Advance written notice of the proposed implementation or discontinuance of any such plan or system shall be given to the Union and a special conference shall be held in advance of the proposed implementation or discontinuance dates.



## WAGE SCHEDULE

Salary Grade 2	Step	First Year 11-23-88	Six Months 05-28-89	Second Year 11-26-89
<i>Housekeeper</i>	Start	6.337	6.400	6.560
<i>Information Clerk</i>	1	6.639	6.705	6.873
<i>Mail Clerk</i>	2	6.940	7.009	7.184
<i>Nursing Unit Helper</i>	3	7.242	7.314	7.497
	4	7.544	7.619	7.809
	5	7.847	7.925	8.123

### Salary Grade 3

<i>Anesthesia Aide</i>	Start	6.902	6.971	7.145
<i>Central Processing Aide</i>	1	7.226	7.298	7.480
<i>Emergency Dept. Aide</i>	2	7.549	7.624	7.815
<i>General Dietary</i>	3	7.872	7.951	8.150
<i>Groundskeeper Helper</i>	4	8.197	8.279	8.486
<i>Housekeeper II</i>	5	8.520	8.605	8.820
<i>ICU/CCU Aide</i>				
<i>Orthopedic Aide</i>				
<i>Patient Escort</i>				
<i>Surgery Aide</i>				

### Salary Grade 4

<i>Admissions Clerk</i>	Start	7.299	7.372	7.556
<i>Baker</i>	1	7.643	7.719	7.912
<i>Communications Clerk</i>	2	7.987	8.067	8.269
<i>Cook</i>	3	8.329	8.412	8.622
<i>Dispatch Clerk</i>	4	8.673	8.760	8.979
<i>Distribution Clerk</i>	5	9.018	9.108	9.336
<i>Food Production Worker</i>				
<i>Medical Records Clerk</i>				
<i>Nutrition Technician</i>				
<i>Orthopedic Technician</i>				
<i>Pharmacy Aide</i>				
<i>Pharmacy Inventory Clerk</i>				
<i>Phlebotomist</i>				
<i>Physical Therapy Aide</i>				
<i>Salad Worker</i>				
<i>Switchboard Clerk</i>				
<i>X-ray Clerk</i>				

	Step	First Year 11-23-88	Six Months 05-28-89	Second Year 11-26-89
<b>Salary Grade 5</b>				
Pharmacy Technician	Start	7.941	8.020	8.221
Med. Rec. Report Clerk	1	8.226	8.308	8.516
Nursing Unit Clerk	2	8.513	8.598	8.813
	3	8.799	8.887	9.109
	4	9.085	9.176	9.405
	5	9.370	9.464	9.701

**Salary Grade 6**

Courtesy Driver	Start	8.490	8.575	8.789
Medical Records Tech.	1	8.824	8.912	9.135
Operating Room Tech.	2	9.157	9.249	9.480
Respiratory Ther. Tech.	3	9.489	9.584	9.824
	4	9.823	9.921	10.169
	5	10.156	10.258	10.514

**Salary Grade 7**

General Maintenance	Start	8.841	8.929	9.152
Groundskeeper/Driver	1	9.188	9.280	9.512
Licensed Practical Nurse	2	9.534	9.629	9.870
Medical Records Tech,	3	9.881	9.980	10.230
Accredited	4	10.228	10.330	10.588
Operating Room Tech, Certified	5	10.574	10.680	10.947

**Salary Grade 8**

Boiler Operator	Start	9.299	9.392	9.627
Lab. Tech.	1	9.782	9.880	10.127
Licensed Practical Nurse	2	10.264	10.367	10.626
IV Certified	3	10.748	10.855	11.126
Painter	4	11.230	11.342	11.626
Resp. Ther. Tech., Certified	5	11.712	11.829	12.125

**Salary Grade 9**

<i>Heating &amp; Cooling Mech</i>	<i>Start</i>	<i>10.216</i>	<i>10.318</i>	<i>10.576</i>
<i>Radiology Tech.</i>	<i>1</i>	<i>10.763</i>	<i>10.871</i>	<i>11.143</i>
<i>Ultrasound Tech.</i>	<i>2</i>	<i>11.309</i>	<i>11.422</i>	<i>11.708</i>
	<i>3</i>	<i>11.855</i>	<i>11.974</i>	<i>12.273</i>
	<i>4</i>	<i>12.401</i>	<i>12.525</i>	<i>12.838</i>
	<i>5</i>	<i>12.948</i>	<i>13.077</i>	<i>13.404</i>

**Salary Grade 10**

<i>Boiler Room Mech.</i>	<i>Start</i>	<i>10.842</i>	<i>10.950</i>	<i>11.224</i>
<i>Electronics Tech.</i>	<i>1</i>	<i>11.450</i>	<i>11.565</i>	<i>11.854</i>
<i>Plumber/Fitter</i>	<i>2</i>	<i>12.057</i>	<i>12.178</i>	<i>12.482</i>
<i>Refrigeration Mech.</i>	<i>3</i>	<i>12.664</i>	<i>12.791</i>	<i>13.111</i>
<i>Ultrasound Tech.</i>	<i>4</i>	<i>13.272</i>	<i>13.405</i>	<i>13.740</i>
<i>Registered</i>	<i>5</i>	<i>13.881</i>	<i>14.020</i>	<i>14.371</i>
<i>Special Procedures Tech.</i>				

	Step	Third Year 11-25-90	Six Months 05-26-91
<b>Salary Grade 2</b>			
Housekeeper	Start	6.691	6.758
Information Clerk	1	7.010	7.080
Mail Clerk	2	7.328	7.401
Nursing Unit Helper	3	7.647	7.723
	4	7.965	8.045
	5	8.285	8.368

**Salary Grade 3**

Anesthesia Aide	Start	7.288	7.361
Central Processing Aide	1	7.630	7.706
Emergency Dept. Aide	2	7.791	8.051
General Dietary	3	8.313	8.396
Groundskeeper Helper	4	8.656	8.743
Housekeeper II	5	8.996	9.086
ICU/CCU Aide			
Orthopedic Aide			
- Patient Escort			
Surgery Aide			

**Salary Grade 4**

Admissions Clerk	Start	7.707	7.784
Baker	1	8.070	8.151
Communications Clerk	2	8.434	8.518
Cook	3	8.794	8.882
Dispatch Clerk	4	9.159	9.251
Distribution Clerk	5	9.523	9.618
Food Production Worker			
Medical Records Clerk			
Nutrition Technician			
Orthopedic Technician			
Pharmacy Aide			
Pharmacy Inventory Clerk			
Phlebotomist			
Physical Therapy Aide			
Salad Worker			
Switchboard Clerk			
X-Ray Clerk			

	Step	Third Year 11-25-90	Six Months 05-26-91
<b>Salary Grade 5</b>			
Pharmacy Technician	Start	8.385	8.469
Med. Rec. Report Clerk	1	8.686	8.773
Nursing Unit Clerk	2	8.989	9.079
	3	9.291	9.384
	4	9.593	9.689
	5	9.895	9.994

<b>Salary Grade 6</b>			
Courtesy Driver	Start	8.965	9.055
Medical Records Tech.	1	9.318	9.411
Operating Room Tech.	2	9.670	9.767
Respiratory Ther. Tech.	3	10.020	10.120
	4	10.372	10.476
	5	10.724	10.831

<b>Salary Grade 7</b>			
General Maintenance	Start	9.335	9.428
Groundskeeper/Driver	1	9.702	9.799
Licensed Practical Nurse	2	10.067	10.168
Medical Records Tech.,	3	10.435	10.539
Accredited	4	10.800	10.908
Operating Room Tech.,	5	11.166	11.278
Certified			

<b>Salary Grade 8</b>			
Boiler Operator	Start	9.820	9.918
Lab. Tech.	1	10.330	10.433
Licensed Practical Nurse	2	10.839	10.947
IV Certified	3	11.349	11.462
Painter	4	11.859	11.978
Resp. Ther. Tech.,	5	12.368	12.492
Certified			

	Step	Third Year 11-25-90	Six Month 05-26-91
<b>Salary Grade 9</b>			
Heating & Cooling Mech.	Start	10.788	10.896
Radiological Tech.	1	11.366	11.480
Ultrasound Tech.	2	11.942	12.061
	3	12.518	12.643
	4	13.095	13.226
	5	13.672	13.809

**Salary Grade 10**

Boiler Room Mech.	Start	11.448	11.562
Electronics Tech.	1	12.091	12.212
Plumber/Fitter	2	12.732	12.859
Refrigeration Mech.	3	13.373	13.507
Ultrasound Tech., Registered	4	14.015	14.155
Special Procedures Tech.	5	14.658	14.805

**ARTICLE 33**

**TERMINATION AND MODIFICATION**

**SECTION 1.** This Agreement shall continue in full force and effect through November 22, 1991, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 120 but not more than 150 days prior to November 22, 1991 (or any subsequent anniversary of that date) that it desires to terminate or modify this Agreement. In the event of such notice, negotiations shall begin not later than September 10, 1991 (or any subsequent anniversary of that date).

**Section 2.** If notice of modification has been given as set forth above, this Agreement may be terminated by either party on ten (10) days written notice of termination, but in no event prior to November 23, 1991 (or any subsequent anniversary of that date).

**Section 3.** Notices shall be sent certified mail to the Union at G-4101 Clio Road, Flint, Michigan 48504, and to the Hospital at 3921 Beecher Road, Flint, Michigan

48532-3699, or to such other addresses as the Union or the Hospital may direct.

IN WITNESS WHEREOF, the Hospital and the Union, by and through their undersigned duly authorized representatives, have executed this Agreement on the 21st day of December, 1988, at Flint, Michigan.

***For the Union***

*/s/ Margaret B Hughson*  
*Margaret B. Hughson, President*  
*AFSCME Local 1850*

*/s/ Piccola Carroll*  
*Piccola Carroll, Vice President*  
*AFSCME Local 1850*

*/s/ Richard Kloor*  
*Richard Kloor, Staff Rep.*  
*AFSCME Local 1850*

*/s/ David Cammon*  
*David Cammon, Member*  
*Bargaining Committee*

*/s/ Connie O'Brien*  
*Connie O'Brien, Member*  
*Bargaining Committee*

*/s/ Ellen Hart*  
*Ellen Hart, Member*  
*Bargaining Committee*

*/s/ Eric Mills*  
*Eric Mills, Member*  
*Bargaining Committee*

***For the Hospital***

*/s/ Gerald C. Selke*  
*Gerald C. Selke*  
*President*

*/s/ Eugene Zegar*  
*Eugene Zegar, Vice President*  
*Human Resources-Labor*  
*Relations*

*/s/ Linda Rowland*  
*Linda Rowland, Manager*  
*Human Resources*

*/s/ Alfred Dallaire*  
*Alfred Dallaire, R.N.*  
*Director of Nursing*

*/s/ Gloria Conner*  
*Gloria Conner*  
*Manager, Patient Admissions*

*/s/ Larry Ross*  
*Larry Ross*  
*Laboratory Supervisor*

**LETTER OF UNDERSTANDING  
HOLIDAY PAY**

*The Union and the Hospital recognize that the forfeiture of holiday pay as set forth in those articles of the Agreement may be cumulative. Examples are as follows:*

*Employee scheduled off from December 23 until January 2. Employee fails without prior authorization to report for work on January 2. Employee forfeits holiday pay for all three (3) holidays*

*Employees scheduled to work December 24 and 25. Employee fails without prior authorization to report for work on December 25. Employee forfeits holiday pay for both days.*

*Employee scheduled to work July 4 and off July 3. Employee fails without prior authorization to report for work on July 2. Employee forfeits holiday pay for July 4.*

*Employee scheduled to work July 4 and 5. Employee fails without prior authorization to report for work on July 5. Employee forfeits holiday pay for July 4.*

*Dated this 23rd day of November, 1983.*

**For the Union:**

**For the Hospital**

/s/ Ellen Hart

*Ellen Hart, President  
AFSCME Local 1850*

/s/ Charles Looman

*Charles Looman, Vice President  
Human Resources-Labor Counsel*

/s/ Gene Guido

*Gene Guido, Staff Representative  
AFSCME Council 25*



**LETTER OF UNDERSTANDING  
CONDITIONAL POSTINGS**

*Upon the request of an employee, the Hospital may within its sole discretion allow the posting of that employee's current job, not as a vacancy, but for the sole and exclusive purpose of ascertaining the interests of other employees in that position and, conversely, that employee's interest in their current job(s). The posting shall comply with the above provisions of the Agreement. Applicants from equal or lower level positions for which the employee whose job is posted is qualified will be selected in accordance with the job selection criteria set forth in the Agreement. The employee whose job is posted will then be transferred to the resulting opening, provided, however, that in no event shall this result in a promotion for such employee. Notwithstanding anything herein to the contrary, the Hospital may at any time and in its sole discretion refuse to process or further process any such request or transfer.*

*The Hospital will advise the Union in advance of any conditional posting it may allow and the reasons why. The Hospital will also advise the Union in advance of any applicant tentatively selected and of the resulting opening to which the employee whose job is posted is tentatively scheduled to be transferred. The Union may within five (5) calendar days thereafter file an objection to the transfers with the Vice President, Human Resources. The Objection will be considered and discussed before the transfers occur, and in the absence of a mutual resolution or settlement, the transfer will not be effectuated.*

*The Hospital and the Union agree that the above procedure will be further reviewed in six (6) months.*

*Dated this 23rd day of November, 1983.*

**For the Union:**

/s/ Ellen Hart  
Ellen Hart, President  
AFSCME LOCAL 1850

/s/ Gene Guido  
Gene Guido, Staff Representative  
AFSCME Council 25

**For the Hospital**

/s/ Charles Looman  
Human Resources-  
Labor Council

LETTER OF CLARIFICATION

For the purpose of clarification of Article 13 Section 9 3rd paragraph:

"Employees shall not be required to work more than a reasonable amount of overtime. Employees will normally not be scheduled for more than every other weekend. Employees who have worked their full, normally scheduled weekends for the last six (6) months and who are required to work an additional weekend will be paid time and a half for all hours worked that weekend."

The parties agree to the following:

1. Scheduled Vacation, Funeral Leave, Union Leave, Personal Leave, Educational Leave, Holidays, excluding Sick Leave or Worker's Comp Leave as covered by the Collective Bargaining Agreement which requires advance notice and/or approval by the Hospital will not be considered absences for which an employee has to "make up" a missed weekend.
2. Employees who are laid off as provided for by Article 12 shall not be deemed to have missed any scheduled weekends.
3. If an employee calls in absent, reports off on sick leave, or is on a Worker's Comp Disability as provided for by Article 18 or Article 24 and 27 and who are absent during a weekend(s) during the effective time of the posted schedule excluding the normal 10 days' advance posting in order to be eligible for time and a half for weekend work shall be required to work at the regular rate of pay (make-up) the number of weekend(s) missed during that regularly scheduled 30 day period.
4. Maximum make-up time shall not exceed the number of weekend(s) missed during that 30 day scheduled period and shall not be extended beyond one posted schedule. Make-up time if any shall be limited to 6 months from the date of occurrence for each incident or the date the employee had made up the weekend(s)
5. The above make-up time if applicable shall not apply as set forth by Article 14 Section 1, b and c and Section 5.
6. An employee who requests vacation or personal time with less than the required notice, may be allowed to trade weekends with other departmental employees, provided both employees have the requisite skills and experience and providing the Hospital is not required to pay premium pay to cover the weekend work.
7. Any deviations from the above that are agreed to by both Supervisor and Employee must be reduced to writing with copies to the Vice President, Human Resources, Flint Osteopathic Hospital, and the Local Union President.

This instrument entered into this 25<sup>th</sup> day of January 1986.

FOR THE UNION:

Margaret B. Hughson Pres.  
Robert W. Hutchinson, Staff Council  
25  
Ernie S. Daniels, Council 25

FOR THE EMPLOYER:

[Signature]  
Judith K. Rowland  
Raymond G. Miller



# FOH

December 12, 1986

Glenn Marshall, Staff Representative  
FSCME Council 25

Dear Mr. Marshall:

It is the position of the Hospital that all employees should be accorded all due consideration in their employment capacity.

To this end, we feel that if there are instances where discipline should be issued, whenever possible, the discipline should be issued in a private setting apart from other employees or patients, in a manner consistent with positive employer relations.

Very truly yours,

Eugene Zegar, Vice President  
Labor Relations

Encour:

---

Glenn Marshall

*Flint Osteopathic Hospital, 3921 Beecher Road, Flint, Michigan 48502, 313.762-4000*

(78)



December 12, 1986

Glenn Marshall, Staff Representative  
AFSCME Council 25

Glenn Marshall,

Recognizing the desire of the Union to have an office in the Hospital, and recognizing the lack of available office space at the Hospital currently, it will be the intent of the Hospital to review the available Hospital space on an ongoing basis to try and provide an office to be utilized by Local 1850 when required. The parties recognize that the availability of office space is dependant upon Hospital operations, but the Hospital is willing to discuss possible alternatives with Local 1850 upon request.

Very truly yours,

Eugene Zegar,  
Vice President, Labor Relations

Concur:

---

Glenn Marshall

**LETTER OF UNDERSTANDING**

**Overtime Equalization for Licensed Practical Nurses**

The overtime equalization procedure as it applies to Licensed Practical Nurses is hereby modified as indicated:

Article 13, Hours of Work

Section 9. Separate totals shall be maintained for voluntary overtime and required overtime.

Equalization of voluntary overtime hours will be made on the basis of the voluntary overtime report.

Equalization of required overtime hours will be made on the basis of the required overtime report.

(Special note: To implement, accumulation of each category of overtime will start at "zero", and accumulate for 13 pay periods. The overtime totals are updated bi-weekly after the processing of payroll.)

Section 10. Required overtime will not be assigned to the same individual on consecutive calendar days. This does not apply to instances where voluntary and required overtime are worked on consecutive days.

The current provisions of Sections 9 and 10 remain intact.

For the Hospital:

For Local 1850:

/s/Eugene Zegar 11/04/87

/s/ Margaret B. Hughson

/s/ Linda Rowland

/s/ Richard Kloor

\_\_\_\_\_

/s/ Piccola Carroll

\_\_\_\_\_

/s/ Connie O'Brien



October 28, 1988

Richard Kloor  
Staff Representative Local 1850  
AFSCME Council 25

Dear Mr. Kloor:

The issues surrounding scheduling of employees was raised by both parties during our recent contract negotiations. Due to the numerous problems involved in the scheduling process and in an attempt to devise a mechanism which will alleviate some concerns of the members of the bargaining unit, while still enabling the Hospital to continue to provide quality patient care in a cost-effective manner, the parties agree to establish a subcommittee immediately after ratification of the contract.

The subcommittee will meet regularly in an attempt to resolve any scheduling problems, such as cancelling, mandating, late reporting, etc. Any solutions or modifications to current practices must be mutually agreed upon and will be reviewed at special conferences upon request.

Very truly yours,

Eugene Zagar  
Vice President  
Human Resources & Labor Relations

EZ/dc

Concur:

Richard Kloor

*Flint Osteopathic Hospital, 3921 Beecher Road, Flint, Michigan 48532-3699, 313-762-4000*



November 17, 1988

Mr. Richard Kloor  
Staff Representative, Local 1850  
AFSCME Council 25  
G-4101 Clio Rd.  
Flint, MI 48504

Re: Dental and Optical Coverages

Dear Mr. Kloor:

Pursuant to our discussions during labor negotiations, the Hospital will obtain and evaluate alternate bids on the dental coverage.

Also, effective January 1, 1989, the optical coverage for Local 1850 members will be amended to cover shaded lenses when required after eye surgery or as a result of medical necessity.

Very truly yours,

Eugene Zukar  
Vice President  
Human Resources & Labor Relations

EZ/dc

Flint Osteopathic Hospital, 3921 Beecher Road, Flint, Michigan 48532 3699, 313-762-4000

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