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A G R E E M E N T

between

THE MIDLAND HOSPITAL CENTER

MIDLAND, MICHIGAN

and

UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC,

on behalf of

LOCAL 14704

September 8, 1985

Midland Hospital Center

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

The Midland Hospital Center located at Midland, Michigan, hereinafter designated as the "Hospital," and the United Steelworkers of America, AFL-CIO-CLC, on behalf of Local 14704, its members, and the employees represented, hereinafter designated as the "Union," enter into this Agreement by and between them on September 8, 1985 and effective as of September 8, 1985, at Midland, Michigan.

Witnesseth: The Hospital and the Union intend and purpose that this Agreement promote and improve working and economic relationships between the Hospital and the employees herein recognized; provide for the operation of the Hospital and its facilities under methods which will further, to the fullest extent possible, the safety of employees, protection of property, economy and efficiency of operation, avoidance of interruptions to service and patient care, and realization of quality services to the community at reasonable and appropriate costs, and that harmony, cooperation, orderly relations, and efficiency are achieved such that employees and the Hospital mutually benefit.

During the negotiations leading to this Agreement, each Party had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement was reached after full and free exercise of such right and opportunity. Unless otherwise mutually agreed, the Parties each voluntarily and without qualification for the period of this Agreement, waive the right to bargain with respect to any subject or matter which has or might have been included in this Agreement, even though such subject or matter may not have been considered by either or both Parties at the time of negotiating or signing of this Agreement.

ARTICLE I - HOSPITAL POLICY

Employment on the staff of Midland Hospital is a combination of work and service to the sick. This statement is made, not to lessen the Hospital's responsibility toward its personnel, but to define the attributes, in addition to skills, that the Hospital requires of its employees. Midland Hospital is an organization dedicated to the care of patients, and all departments and each employee must be motivated with a willing and helpful attitude, subjecting personal interests as necessary to the interests of our patients.

We believe that only those persons who believe in these aims and are willing to personally adopt them are those who should work in our Hospital organization. In return, the Hospital, as a non-profit organization, uses its income to provide what is best for patient care and service and for the improvement of the status of its personnel. Since Hospital income is derived from those patients who are able to pay for the services they receive, income is limited. If charges are raised beyond the ability to pay, no one benefits and patients may be deprived of needed care.

It is, therefore, only through the close cooperation of all members of the Hospital staff in the reduction of non-essential costs and in the increase of efficiencies that improvements to patient care and betterment of personnel benefits can be achieved.

ARTICLE II - RECOGNITION

The Hospital recognizes the Union as the sole and exclusive representative of:

- | | |
|-----------------|--|
| Nursing Service | - Nurse Aide
- Charting Secretary |
| Central Service | - Central Service Aide
- Aide/Instrument Utensil Processor |
| Food Service | - Cooks
- Helpers
- General Kitchen
- Office Clerical |
| Maintenance | - Senior Mechanic (Electrical)
- Senior Mechanic (Carpentry,
Millwright, Refrigeration,
Plumbing, Communications).
- Multi-Mechanic
- Mechanic
- General Maintenance
- Groundsman |
| Housekeeping | - Housekeeper |

employees of the Hospital at Midland, Michigan for the purpose of collective bargaining with respect to rates of pay, hours of work, and other terms and conditions of employment, and in the bargaining unit found appropriate in National Labor Relations Board Case No. 7-RD-1900. Certification dated July 30, 1982.

Supervisors as defined in the Act, Administrative Staff employees, and all other employees and classifications are excluded from this recognition except as specifically designated in Exhibit A - "Rate Schedule".

ARTICLE III - HOSPITAL MANAGEMENT

The Hospital retains the right to exclusively and solely manage, operate, and direct the Hospital facilities, activities, endeavors, working force and all other affairs and interests of the Hospital, and to exercise its own discretion on all of the following matters, subject only to such limitations as are expressly set forth in this Agreement. These rights include but are not limited to the following:

1. Hiring, testing, employing, promoting, demoting, transferring, suspending, assigning, recalling, relieving, correcting, laying off, and disciplining employees.
2. Maintaining efficiency, orderliness, and proper conduct.
3. Releasing employees for due cause, lack of work or other legitimate reasons.
4. Determining organizational structure, number and location of departments and divisions, type and scope of services to be furnished, type and number of machines, equipment, and other facilities, and type, number, and scope of training and education programs or courses to be offered.
5. Deciding the nature and extent of the work, number of jobs, and operations to be performed, job content and structure, assignment of work, number and qualifications of employees, and time and duration of work and of operational schedules.
6. Making, amending and enforcing any reasonable and sensible rules, regulations, and policies necessary to maintain order, safety, propriety, proper action and behavior, and effectiveness in the Hospital operations.
7. Establishing, instituting and implementing new or revised procedures, work methods, processes, systems, and technologies to be adhered to and followed.
8. Exercising all other generally recognized inherent and customary good management techniques and rights.

9. Accepting and making use of the valuable contributory services performed by volunteer organizations and volunteer workers, consistent with the Fair Labor Standards Act (will not be used to replace unit positions normally compensated).

ARTICLE IV - RESPONSIBILITIES

Section 1 The Hospital:

A. Shall not discriminate in any manner against any employee by reason of membership in the Union and shall in no way interfere with the organization of the Union or commit any act calculated to undermine the Union.

B. Shall communicate, in writing, all rules, regulations, and policies to employees prior to placing them in effect, including posting on all official bulletin boards.

C. Shall see, to the best of its ability, that supervisory and management employees comply with the terms of this Agreement.

D. Shall notify the appropriate steward prior to taking any disciplinary action.

Section 2 The Union:

A. Shall, at all times, use its best and full efforts to encourage the employees, individually and collectively, to perform and render loyal and efficient work and service to the Hospital, and shall inform employees that they are expected to perform a "fair and honest day's work" as a part of this Agreement.

B. Shall insure, to the best of its ability, that the employees they represent comply with the terms of this Agreement.

C. Shall in no way interfere with the organization of the Hospital or commit any act calculated to undermine the Hospital.

D. Shall not conduct or carry out during employee working hours or in the Hospital work areas, any activities which are solely or essentially Union in nature and/or involved with internal management of the Union such as collection of dues, assessment or collection of other funds, membership meetings, campaign for office, distribution of literature, or membership drives, subject to the provisions of Article IX, (Grievance Procedure) and Article XX, (Mutual Interest).

E. Shall not interfere in any manner whatsoever with the activities or endeavors of any volunteer organizations or volunteer workers.

Section 3 The Hospital and/or the Union and Its Members:

A. Shall not intimidate, coerce, or discriminate at any time against any employee in any effective performance of assigned duties,

or because of race, color, age, sex, religion, height, weight, marital status, handicap, veteran status, national origin, or membership or non-membership in the Union.

B. Shall not interfere with or withhold competent care and treatment from Hospital patients.

C. Shall not impair efficiency by causing or taking any action whatsoever to limit or delay technological, procedural, method, or productivity improvements.

D. Shall not, either directly or indirectly take part in or cause or attempt to cause or encourage any strike of any sort whatsoever, either complete or partial, against the Hospital, and shall not engage, either directly or indirectly, in any complete or partial stoppage of work, boycott, concerted action, demonstration, picketing, refusal to do reasonably assigned work, shutdown, lockout, slowdown, or any other similar actions or conduct whatsoever which causes, might cause, or results in interference with or in any way disturbs the treatment or welfare of patients and/or the normal operation of the Hospital.

Section 4 Ethical Department

A. Because of the sensitive nature of the functions which the Hospital must perform, the intimacy of the association between personnel and patients, and the right of the patients to personal privacy concerning their affairs, the Hospital must require high standards of behavior and propriety from its staff. Employees and the Union recognize the importance and necessity of courtesy to the Hospital's patients and of the treatment of information concerning patients and their families as confidential. Any and all information concerning any patient of the Hospital or his/her family, no matter how acquired, shall be considered and treated as confidential. Any act of discourtesy to a patient by an employee, or any disclosure of confidential information by an employee to a patient or a fellow employee or any unauthorized person which is not required in the course of the employee's duty to the Hospital, shall be regarded as a breach of duty by the employee, and may be treated as cause for immediate discharge or discipline as the facts may justify.

ARTICLE V - UNION MEMBERSHIP

A. It shall be a condition of employment that all employees except "Temporary" and "Casual" employees covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, whichever is the later, shall on or before the 45 calendar day following the effective or execution date of this Agreement, whichever is the later, become and remain members in good standing in the Union. Any current or future student or co-op employees of the Hospital need not join the Union as a condition of employment.

B. It shall also be a condition of employment that all employees except "Temporary" and "Casual" employees covered by this Agreement and hired on or after its effective or execution date, whichever is the later, shall after 45 calendar days following the beginning of such employment, become and remain members in good standing in the Union.

Any individual employee who is a member of and adherent to teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such employees shall contribute to one of the following non-religious charitable funds exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, a sum equal in amount to the periodic dues uniformly required as a condition of Union membership.

Midland Hospital Center
National Kidney Foundation
Salvation Army

ARTICLE VI - UNION DUES - PAYROLL DEDUCTION

A. The Hospital agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization so to do, the membership dues of the Union which include monthly dues, initiation fees and lawful assessments in amounts designated by the Union. Said deductions shall be made out of the first payroll period of each month and immediately forwarded to the United Steelworkers of America, AFL-CIO-CLC.

B. Payroll deductions of membership dues begins with the first paycheck in the month following submission to the Hospital of an individual's properly executed "Authorization For Payroll Deduction" form.

C. The Union certifies to the Hospital the amount of membership dues to be deducted, and advises the Hospital of any change in this amount. The Union furnishes to the Hospital the appropriately and lawfully signed "Authorization for Payroll Deduction" forms required from each employee as authorization for the Hospital to make Union deductions from employee wages.

D. The Hospital makes membership dues deductions only as long as it may legally do so. The Union shall fully protect and render the Hospital harmless against any liabilities or claims resulting from deduction of membership dues.

ARTICLE VII - HOSPITAL EMPLOYEES

Section 1 "Probationary" Employees

A. Each newly hired employee is a "Probationary" Employee until he/she has completed the first 90 calendar days of employment on a permanent job in the Hospital. The probationary period may be extended for a period of 30 days if mutually agreed by the Hospital and the Union.

B. The Union represents "Probationary" Employees in matters concerning wages, hours and working conditions. The Hospital decides the ability, qualification, aptitude, competence, and capacity of a "Probationary" Employee to perform the required work.

C. The Union shall not represent "Probationary" Employees in any action concerning lay off, transfer, discipline, or discharge. The Union or the "Probationary" Employee shall not file a grievance in connection with such action.

D. A "Probationary" Employee is not eligible for sick benefit, vacation, leave of absence, funeral or jury duty leave, idle holiday, insurance, personal holiday, retirement, compensable injury supplemental pay, and other fringe benefits.

E. Any "Probationary" Employee whose employment is terminated and who is subsequently rehired, starts as a new employee and serves the full probationary period.

Section 2 "Regular" Employees

A. A "Probationary" Employee is considered a "Regular" Staff Employee upon satisfactory completion of the probationary period. The employee starting date (last date hired) is then the base date for determination of benefits.

B. Employee "status" shall be determined based on the number of hours specified as the regularly scheduled hours per week for the position the employee is filling. Employees are awarded positions pursuant to the posting procedure, by direct hire, or assignment for a stipulated time period to temporarily replace an employee on an approved Leave of Absence.

C. Regular full-time employees are those awarded a position specified as regularly scheduled for 37 or more hours per week.

D. Regular part-time employees are those awarded a position specified as regularly scheduled a minimum of 22 hours but less than 37 hours per week.

E. Part-time employees are those awarded a position specified as regularly scheduled for less than 22 hours per week.

F. "Lead" is a classification assigned as needed and deemed advisable by management. It includes delegated responsibility for directing, coordinating, overseeing and instructing the work of designated subordinate personnel as well as the responsibility to provide diligent and constructive coordination and accomplishment of the total service effort required to provide continuous proper operation of support services, including anticipating and avoiding delays and irregularities, adherence to prescribed practices and care in use of equipment and facilities, in addition to the performance of regular base classification duties.

G. Prime consideration in selection of employees to fill the "Lead" classification, perform the requisite duties, and achieve the desired results are ability to accept and discharge responsibility, qualities of leadership, dependability, aptitude, experience, competence to coordinate effort, and seniority provided other qualifications are relatively equal.

H. Any employee whose employment is terminated and who is subsequently rehired, is considered a newly hired employee and serves the full probationary period unless such employee is rehired because of action taken by the Union in accordance with Article IX of this Agreement.

Section 3 "Temporary" and "Casual" Employees

A. "Temporary" employees are those hired for a maximum of 488 work hours or for 6 months, whichever is less, to substitute for Regular Full-time, Regular Part-time, or Part-time employees during periods of temporary absences, or for employment of limited duration. If a "Temporary" employee is changed during his/her period of continuous employment to a permanent employee in the same department, he/she shall be considered to have been a "Probationary" Employee during such employment period.

B. "Casual" employees are those not regularly scheduled but called as needed to work on a job or in a department as determined each day or week.

C. If a "Temporary" employee transfers to a permanent position in another department other than the department where the employee previously worked, the employee shall serve an additional 45 calendar days of probationary period in the new department. At the end of the 45 calendar days of probationary period seniority shall count from the last date of original permanent status.

D. The Union represents "Temporary" and "Casual" employees in matters concerning wages, hours, and working conditions. The Hospital decides the ability, qualifications, aptitude, competence, and capacity of a "Temporary" or "Casual" employee to perform the required work, and all actions concerning layoff, transfer, discipline, or discharge of a "Temporary" employee, and the Union shall not represent said employee or file a grievance in connection with such action.

E. Any "Temporary" or "Casual" employee whose employment is terminated and who is subsequently rehired is considered a newly hired employee.

F. "Temporary" and "Casual" employees are not eligible for disability benefit, vacation, Leave of Absence, funeral or jury duty leave, idle holiday, personal holiday, insurance, retirement (except "Casual"), compensable injury supplemental pay, and other fringe benefits.

Section 4 Float Positions

A. The Hospital will determine the need for "Float Positions" within a classification and/or department covered by this Agreement. Such "Float Positions" will be regularly scheduled as full or part-time positions ranging from 5 to 2 days. Less than full-time jobs may, with Hospital approval, be combined to yield the maximum number of 5, 4 or 3-day per week jobs.

B. A "Float Position" may require that an employee who fills that position work every weekend and/or every Holiday.

C. Employees who work in "Float Positions" will qualify for fringe benefits to the extent that their scheduled hours permit as defined in Article VII, Section 2.

D. The Hospital will not use "Casual" employees to avoid filling regularly scheduled positions including "Float Positions" unless the positions cannot be satisfactorily filled through the bidding process. "Casual" employees may be used in the manner specified in Article VII, Section 3.

E. It is specifically understood that "Float Positions" will be required to take Hospital Requests day(s) if anticipated scheduled hours are not available.

ARTICLE VIII - SENIORITY

Section 1 Definition - Computation

A. Seniority is the employee's continuous service time with the Hospital dating from his/her latest start of employment date and computed in years, months, and days.

B. Seniority begins on the first day the employee goes on continuous regularly scheduled status and is the total of hours worked (including paid benefit time in lieu of work) each workweek converted to years, months and days.

C. Calculated seniority as of September 8, 1985 shall not be altered due to Paragraph B, Article VIII, section 1.

Section 2 Records and Protection

Employees first acquire seniority and are placed on the seniority listing upon satisfactory completion of the probationary period. The Hospital shall maintain an up-to-date seniority list. The Hospital shall furnish the Union with a copy of the seniority list at least once every four months. To protect individual seniority, employees shall promptly inform the Personnel Department, in writing, of any change in phone number, phone contact arrangement, and mailing address.

Section 3 Existing Job Assignments

A. The present or existing job assignments shall not be disturbed or changed by seniority as defined in this Agreement.

Section 4 Loss of Seniority

A. Employees shall lose their seniority and their names shall be removed from the Hospital records upon:

1. Quit or resignation.
2. Discharge for proper cause.
3. Layoff for a period of 24 months.
4. Failure, when given at least three (3) days recall notice by certified mail, to return to work at the time stated in the notice without a reason acceptable to the Hospital.
5. Absence from work for more than three (3) scheduled workdays without notice to the Department Head or Personnel Department without a reason acceptable to the Hospital for such absence, except in situations of emergency.
6. Retirement.
7. Being on a disability Leave of Absence for a period of 24 consecutive months.
8. Assuming "Casual" status.

Section 5 Grievance Committee and Steward Seniority

A. During their terms of office, Grievance Committee persons and Stewards who are responsible for processing grievances or have responsibility for on-the-job contract administration shall be deemed to head the seniority lists in their respective departments for purposes of layoff and recall only. Upon termination of their term of office, they shall be returned to their regular seniority standards. The Grievance Committee will consist of six (6) members and the Stewards will consist of ten members, as per Article IX, Section 2.

Section 6 Transfers

A. If an employee with seniority is awarded a job according to the job posting procedure, he/she shall have up to a six (6) calendar week trial period on the new job.

B. If the Hospital or the employee decides within the six (6) calendar week trial period that the employee cannot perform the work, the Hospital shall return the employee to the job and shift previously held. If the Hospital and the Union agree to an extension, not to exceed 30 days, this amount of time will be added to the six weeks. The supervisor must make a final decision the last week of such extension.

Section 7 Layoff and Recall

A. In the event of a "layoff" reduction in the number of employees, employees are laid off in accordance with their seniority, provided, however, that in all cases the employees retained exhibit and demonstrate the proper attitude and conduct and are fully capable of safely and consistently performing the available work efficiently and to the satisfaction of the Hospital and of fully accepting and discharging all responsibilities of the job held, and further provided, that the employees retained are available and willing to work the required scheduled hours. Seniority may, at the affected employees' option, be exercised in "layoff" reduction situations.

B. In the event of an increase in the number of employees following a "layoff", employees with seniority are recalled to work in accordance with their seniority and in the reverse order of layoff, provided that in all cases the employees recalled exhibit and demonstrate the proper attitude and conduct and are fully capable of safely and consistently performing the available work efficiently and to the satisfaction of the Hospital, and of fully accepting and discharging all responsibilities of the job, and further provided that the employees recalled are available and willing to work the required scheduled hours.

Section 8 Job Posting

A. When a job vacancy within this Agreement, or a new job classification mutually agreed by both parties to be included in this bargaining unit, is declared by management to exist in a department, the Hospital posts in the department for a period of 72 hours excluding Saturdays, Sundays and Holidays, before selecting the employee to be awarded the job, a notice of the job vacancy including the necessary job prerequisites, qualifications, tests, training, experience requirements, hours of work or shift, and work location. If the position is not filled by a departmental posting, the Hospital will post the position on a unit-wide basis for an additional 72 hours, as defined above.

B. To be eligible for consideration, an employee must have satisfactorily completed probation and cannot be in a trial period

and not have changed job positions within the four-month period immediately preceding the vacancy being considered - except in vacancy situations which provide an increased number of days per week or change to a different shift.

C. No employee shall sign a job posting unless he/she is actually willing to assume the duties and responsibilities of the job if and when selected. An employee may either place or remove his/her name from the job posting at any time prior to the posting expiration time.

D. In selecting an employee to fill a posted job, management gives due consideration to potential aptitude, competence, necessary experience, proven ability to perform the duties of the job, proper attitude and conduct. Seniority is a primary consideration when other qualifications are equal. The Hospital shall give full consideration to seniority employees before hiring from the outside.

E. If qualified employees have signed the job posting, the job shall be awarded and the employee reclassified within 14 days of the posting expiration time.

Section 9 Seniority Accrual

A. Seniority shall accrue for the first 24 months of a disability Leave of Absence (including Workers' Compensation) and for Union business, education and military Leaves of Absence; seniority shall be maintained but not accrued during all other Leaves of Absence, except as outlined in Article XVI, Section 5.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1 Principles

A. The Hospital and the Union shall adhere to and follow the grievance procedure set forth herein to prompt and peaceful settlement, without any interruption or disturbance to the normal operation of the Hospital, of all grievances which may arise between them concerning alleged violations of specific rights covered by the terms and provisions of this Agreement.

B. The Hospital and the Union shall consummate grievances quickly and expediently, and at the earliest grievance procedure step possible. The parties may, by mutual agreement and in writing only, extend the specified procedure time limits.

C. Days referred to herein mean calendar days excluding Saturday, Sunday and Holidays.

Section 2 Representation

A. Employees are represented by Union Stewards and by a Grievance Committee. Selection of Stewards, Grievance Committee members, and Committee Chairperson is the responsibility of the Union.

If during the course of a meeting involving a matter that may lead to discipline an employee requests the presence of a steward, the request will not be denied.

B. The Grievance Committee Membership is comprised of six (6) Midland Hospital employees. One Committee member is designated as Chairperson. All official and documentary communications will be directed to the Chairperson.

C. The number of Stewards designated to represent employees is as follows:

<u>Departments</u>	<u>Day</u>	<u>Afternoon</u>	<u>Night</u>
Food Service	1	1	0
Maintenance Department	1	0	0
Housekeeping Department	1	1	0
Central Service Department	1	1	0
Nursing Service	1	1	1

D. In the absence of a Steward, or if the Steward is not available to attend or represent an employee in a grievance, a Steward may cross over from another department to process a grievance.

E. The Union shall furnish up-to-date listings of employees designated as Stewards and of employees comprising the Grievance Committee. The Union shall immediately notify the Hospital of any changes.

Section 3 Grievance Procedure

A. A grievance is a written complaint and/or dispute signed by an employee giving facts alleging violation of some specific right given to him/her under the terms and provisions of this Agreement, and must deal only with the meaning, application and/or interpretation of this Agreement. An answer is a written response to an allegation of contract violation indicating the Hospital disposition of the grievance at each step. The reasons behind the Hospital's disposition will be given in writing to the grievant and the appropriate local union representative(s). It is the responsibility of Management and the Union to ascertain facts involving the allegations and to consider the entire record, written and oral, developed at each step in this grievance procedure. Grievances on behalf of an entire department or the entire Union membership may be filed by the Union's Grievance Committee and shall be processed starting with the Third Step of the Grievance Procedure.

Step 1

Any employee having a grievance shall take the matter up with the Department Supervisor with or without the Steward being present. If unresolved through this process, the employee will submit a signed grievance using the form mutually agreed to by the Hospital and the Union, stating the alleged violation of specific rights covered by the terms and provisions of this

Agreement, and setting forth all pertinent information. The grievance shall be presented initially within five (5) days of the incident or knowledge of the incident over which the grievance arises. The employee or Steward submits the written grievance to the Supervisor, who arranges a time for discussion with the appropriate, involved individuals. The Supervisor, within five (5) days after the grievance is submitted, will issue a written answer to the grievance.

If no Agreement is reached concerning the disposition, then:

Step 2

If the Steward feels the grievance is justified, the Steward will then sign the grievance. Steward or employee, within five (5) days of receipt by the Union of the Step 1 written answer, submits the grievance to the Department Head or Designee who arranges a time for discussion. The Department Head or Designee, within five (5) days after the grievance is submitted in Step 2, issues a written answer to the grievance. A grievance alleging harassment by an employee's supervisor need not follow the total grievance procedure and may be initiated at Step 2 of the grievance procedure.

If no Agreement is reached concerning the disposition, then:

Step 3

Steward reviews the grievance and all pertinent information and evidence with the Grievance Committee who carefully considers the points at issue, and with the aggrieved employee decides whether or not further action is warranted. If the grievance is considered just, the Committee, within five (5) days of receipt by the Union of the Step 2 written disposition, requests, by letter to the Director of Labor Relations, a meeting with the Hospital Committee. Director of Labor Relations schedules a meeting of the Hospital Committee and the International Union Representative and the Local Union Grievance Committee within 10 days of receipt of the request. The Hospital Committee and the International Union Representative and the Local Union Grievance Committee hear all evidence and testimony and consider all facts toward reaching final settlement. Director of Labor Relations at the conclusion of the discussion, or within five (5) days, thoroughly reviews, investigates and analyzes the events, conditions, circumstances and responsibilities having connections with the alleged violation, and issues the written final Hospital disposition of the grievance.

A grievance alleging unsafe practices or violation of safety rules and regulations need not follow the total grievance procedure and may be initiated at Step 3 of the grievance procedure, provided that the established policy procedures for handling and reaching solution for such practices and violations have been followed and exhausted.

Step 4

If the grievance is not satisfactorily resolved at Step 3, the Union may request arbitration by notifying the Hospital in writing within ten (10) days after receipt of the written disposition of the grievance at Step 3.

Section 4 General Provisions

A. Any grievance not advanced to the next step of the grievance procedure within the specified procedure time limits is deemed concluded in accordance with the last disposition, or if no disposition has been made, then in accordance with a grievance settlement determined by the two Grievance Committees, or in accordance with the settlement requested by the grievance, provided the settlement has a reasonable relationship to the grievance.

B. The Union and/or the employee may withdraw a grievance from further consideration at any step of the Grievance Procedure.

C. Authorized witnesses or representatives of the Hospital and the Union may attend a scheduled Joint Committee meeting.

Section 5 Date of Settlement

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

Section 6 Grievance Time

A. Stewards and Grievance Committee members will be paid the regular authorized rates for reasonable time spent, while on duty during their regular shift working hours, in the processing of grievances in accordance with Grievance Procedure described herein, where their presence is called for in Steps 1 thru 3 of this Article.

B. Whenever a Grievance Committee Person or a Steward finds it necessary to leave his/her regular work for the purpose of investigating any grievance, or to execute any phase of the grievance procedure, he/she shall notify the Department Supervisor, but shall not leave until permission is given and a substitute worker is provided in his/her place, if necessary. The Supervisor shall secure such substitute worker(s) as soon as reasonably possible.

C. An aggrieved employee will be paid his/her regular authorized rate for reasonable time spent, while on duty during his/her regular shift working hours, in the processing of a grievance pursuant to this Article.

D. The aggrieved employee, when it becomes necessary to seek counsel from a Steward in the processing of a grievance, reports to his/her supervisor, states the name of the Steward to be consulted, and requests permission to leave his/her assigned job for such purpose. The Supervisor will arrange for relief or other duty coverage as soon as is reasonably possible.

E. The Steward and/or employee will promptly return to his/her job and report to the Supervisor upon completion of the grievance matter.

F. Employee witnesses will be paid their regular authorized rates for reasonable time spent, while on duty during their regular shift working hours, in all grievance meetings and in scheduled mutual interest meetings. Employee witnesses shall comply with Section 6B of this Article when called on for this purpose.

G. This privilege of devoting working time to grievance handling must not be abused, and must not interfere in any way with adequate and effective patient care. An employee or Steward who takes an unreasonable or unnecessary amount of time in a grievance procedure will be treated as any other employee who is not attending to his/her assigned responsibilities.

Section 7 Grievance Settlement Agreements

A. The two Committees will sign any grievance settlement agreements reached. These grievance settlements are binding on the Hospital and on the Union.

ARTICLE X - ARBITRATION

Section 1

A. If a timely request for arbitration has been filed on a grievance to be arbitrated, the parties shall within ten (10) days attempt to select an arbitrator by one of the following procedures:

1. Each party shall submit in writing to the other party a list of five (5) names and addresses of persons, any one of whom is acceptable as an arbitrator to the submitting party. The parties will then meet and endeavor to make a selection from the submitted lists. If there is no agreement between the parties, then,
2. The parties shall request a list of seven (7) recognized arbitrators from the Federal Mediation and Conciliation Service. The parties will then meet and endeavor to make a selection from such submitted list.
3. If the parties are then unable to agree on an arbitrator, the Hospital will strike three (3) names from the list of the seven arbitrators; the Union will strike three (3) names from the same list. The remaining name will be the arbitrator.

Section 2

A. Except as specifically provided, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation, application, or enforcement of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

B. It is mutually agreed that patient care is the first obligation to be provided by the Hospital and the employees, and it is mutually understood that the grievance procedures set forth herein provide the full remedy for the settlement of employee grievances. With this promise fully understood by both the Hospital and the Union, for the duration of this Agreement, the Union, its officers, agents, representatives, and members shall not in any way directly or indirectly authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sit-down, sit-in, slowdown, cessation or stoppage of work, boycott, picketing or other interference with or the interruption of work at any of the Hospital's operations.

Section 3

A. Excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in the Article of this Agreement entitled Hospital Management, or which question the use or application of any right over which the Hospital is given unilateral discretion in this Agreement. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and shall be without power and authority to make any decision:

1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
2. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work.
3. Establishing wage scales, rates on new or changed jobs, or wage increases.
4. Concerning the proper assignment of work by the Hospital to its employees.
5. Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement.

B. In the event a case is appealed to an arbitrator who finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 4

The decision of the arbitrator shall be final and binding on the Union, on all employees and on the Hospital. The expenses of the arbitration shall be shared equally by both parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them. Pay for lost time for the grievance committee shall not apply to their participation in arbitration cases.

ARTICLE XI - HOURS AND CONDITIONS OF EMPLOYMENT

Section 1 Work Scheduling

A. Work assignment schedules and the determination of work hours, days, shifts, starting and quitting times are the prerogative and sole responsibility of the Hospital. They shall be established as required by considerations and circumstances pertinent to providing adequate and proper patient care, service, and treatment and efficient and effective operation of Hospital facilities and will be made consistent with other provisions of this Agreement.

B. It is understood that all employees are able and willing to work, if needed, their full regularly scheduled hours.

C. Whenever possible, at Management's discretion, and if no increase in cost results, work assignment changes and schedule changes shall be made in order of least employee seniority, and employees affected shall be notified of the change as soon as possible prior to such change.

D. Personal requests for work schedule preferences must be submitted in writing to the Department Head. Whenever possible, as determined solely by the Hospital and subject to the requirements of patient care and effective Hospital operation, such requests may be granted. Resulting changes in work assignment schedules shall not be precedent setting and shall be revokable at the discretion of the Hospital.

E. Employees may change their work assignment schedules only in unusual or emergency situations and with the prior consent of the Supervisor.

F. The workweek begins with the start of the night shift on Saturday and ends 168 hours later.

G. All employees are expected to work, if scheduled, only every other weekend, except in unusual circumstances and/or provided in Article VII, Section 4 (Float Positions).

H. A 30-minute non-paid lunch period is provided for all employees. Employees who are called during their lunch time to perform duties which cannot be appropriately and reasonably temporarily postponed or delayed, shall be paid for that lunch period.

Such payment shall not be abused and shall be made only when reasonable and fair.

I. When a situation of inadequate number of personnel occurs on a shift or a required work operation (usually due to unexpected or scheduled absences), employees may be scheduled as needed to the critical operation or shift in order to equitably distribute the total service available and to obtain minimal coverage required. Such schedule changes will be made in the following order provided the person thus assigned is fully capable and has the experience to perform the required duties safely and consistently.

1. Scheduled "casual" employees.
2. Scheduled part-time employees.
3. Least seniority scheduled regular part-time or regular full-time employees.

J. When a situation of an inappropriate number of personnel occurs on a shift or a required work operation, the employee complement will be adjusted to equitably distribute the total service available and/or to obtain the appropriate coverage. Schedule changes made by "Pulling" (reassigning to another area) and granting of "Hospital Request" (short-term Leave of Absence) days will be made in the following order provided the employees assigned or remaining are fully capable and have the experience to perform the required duties safely and consistently.

1. Scheduled "casual" employees.
2. Scheduled part-time employees.
3. Least seniority scheduled regular part-time or regular full-time employees.

Section 2 Overtime

A. One and one half times the authorized straight time base rate is paid for work, arranged and/or approved by supervision, in excess of 40 hours per workweek (including hours worked during the time period of a recognized holiday) or in excess of eight (8) hours in a 24-hour period, except in situations of a scheduled "jump" (second) shift in a 24-hour period, payment of such overtime rate for over eight (8) hours in a 24-hour period does not apply since the "jump" (second) shift differential is paid in such circumstances.

B. All authorized hours worked in excess of eight (8) hours in a 24-hour period shall be paid at one and one half times the authorized straight time base rate. The payment of such hours in excess of eight (8) hours in a 24-hour period at one and one half times the authorized straight time base rate excludes such hours from further calculations determining hours in excess of eight (8) hours worked in a 24-hour period, thus eliminating a double

overtime payment.

C. The payment of overtime for any hour or fraction thereof excludes that time from consideration of overtime payment on any other basis, thus eliminating a double overtime payment.

D. Overtime is computed in increments of 1/10th of an hour.

E. Employees are expected to work such overtime as may be necessary and requested unless they are excused for good cause. Necessary overtime work is distributed as nearly equally as practicable and possible among the employees.

F. Employees shall not be required to take a day off in the week for working a weekend day or a Holiday that they were otherwise not scheduled to work.

Section 3 Work Break

A. Employees are permitted 30 minutes work break time or two fifteen minute work breaks during each regularly scheduled full 7.5 hour workday, dependent upon considerations of required service and patient care.

Section 4 Job Attendance

A. Employees have an obligation to avoid unjustifiable absences. Employees who are unable to report for work as scheduled, shall inform the Hospital pursuant to the procedures outlined below at least two hours prior to the start of their scheduled work hours, except in situations where it is impossible to do so, and indicate the reason and the estimated duration of such absence.

B. Nursing Service employees shall contact the Scheduling Office or the Shift Administrator to report their inability to report for scheduled hours.

C. All bargaining unit members employed in other than Nursing Service shall notify their Department Manager or Designee in the manner prescribed by their Department Manager or Designee of their inability to report for scheduled hours.

D. Any absence of an employee that is not authorized by a specific grant of leave from duty, is deemed absence without leave.

Section 5 Report In

A. Employees who report to work at their regular scheduled time or at a time designated by the Hospital without having been notified that there is insufficient work during their scheduled hours, are paid a minimum of half the hours scheduled during which time they perform such work as may be reasonably assigned to them or otherwise forfeit their report-in pay. Employees sent home by the Hospital before such period has elapsed shall have their timecards approved by Supervision or Appointee before leaving the Hospital.

B. This section does not apply in cases of labor disputes, acts of God, unforeseen circumstances or conditions beyond the control of the Hospital, or if the employee reports to work after having been absent without leave.

Section 6 Unexpected Call-In

A. Employees unexpectedly called in with less than one (1) hour notice, to work at a time when they are normally scheduled off, are paid one and one half times the authorized straight time base rate for at least four (4) hours worked when possible, during which time they perform such work as may be reasonably assigned to them, unless they prefer to leave the premises and receive pay only for the hours actually worked.

B. Employees unexpectedly called in to work in genuine emergency situations which require immediate "real time" corrective action during a time when they are otherwise scheduled off, are paid two (2) times the authorized straight time base rate for a minimum of two (2) hours.

Section 7 Termination of Employment

A. At least three (3) weeks written notice of voluntary termination of employment shall be given by employees, if possible. Employees must participate together with supervision in determining arrangements satisfactory to the Hospital to provide required work coverage during the notice period for the position to be vacated. Vacation and Personal Holidays may be used during the notice period if approved by supervision.

B. Failure to give at least two (2) weeks written notice of termination of employment shall result in forfeiture of credited vacation and sickness benefit hours pay, except in unusual circumstances where the employee has a written, substantiated, and acceptable reason for the failure to give such notice. Credited vacation pay is expressly not a vested right if the required notice of this section is not given by the affected employee.

C. At least two (2) weeks written notice of termination of employment or pay in lieu thereof, shall be given by the Hospital to employees who have completed the probationary period except for unusual circumstances where there is just cause for immediate termination.

Section 8 Government Regulations

A. To the extent that any provisions of this Agreement conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, State or Federal, now in effect or passed in the future.

Section 9 Disasters (catastrophic event)

A. By virtue of the Hospital's unique responsibility to the public during a major disaster, contract stipulations concerning hours of work, overtime, call-in pay, and report-in pay are inapplicable in the event of such an occurrence.

Section 10 Additional Work Opportunities

A. The Hospital recognizes that additional work opportunities should be allocated as nearly equally as possible among qualified individuals desiring additional work. Employees desiring additional work may sign on a sheet posted monthly in the department. Extra work opportunities offered will be recorded. Such allocation record may be reviewed by the Union pursuant to a specific employee complaint, relative to the amount of opportunities offered to that specific employee to determine if opportunities are being distributed in an appropriate manner.

ARTICLE XII - HOLIDAYS

Section 1

A. Recognized legal holidays to be paid are:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

B. Employees are eligible for Personal Holidays each calendar year according to the following schedule:

	<u>Effective</u> <u>September 8, 1985</u>
Regular Full-time employees	4
Regular Part-time employees regularly scheduled to work at least 30 hours in a work week	3
Regular Part-time employees regularly scheduled to work at least 22 hours in a work week	2

C. The time period eligible for holiday benefit payments shall be shifts whose starting times occur on or after 9:00 p.m. on the day preceding the holiday up to and including 8:59 p.m. the day of the holiday. All normal scheduled shift hours for shifts whose starting times begin within this time period shall be eligible for holiday benefit payment.

D. Regular Full-time employees are paid their authorized straight time base rate for their normal scheduled shift hours not worked during the time period of a recognized holiday and Regular Part-time employees who are regularly and consistently scheduled to

work a pre-determined and fixed minimum number of days each and every week, are paid their authorized straight time base rate for their normal scheduled shift hours not worked during the time period of a recognized legal holiday, if during the week in which the holiday occurs they do not actually work the predetermined and fixed minimum number of days that they would otherwise be regularly and consistently scheduled to work, because they did not work on the day the holiday occurred when they otherwise would have been scheduled to work, and would have worked, provided that:

1. The employee has worked in full the last shift he/she normally would be scheduled to work immediately preceding the holiday and the first shift he/she normally would be scheduled to work immediately following the holiday except when the employee is on funeral leave.
2. The holiday does not occur while the employee is on disability benefit, on a Leave of Absence, on funeral leave, Workers' Compensation, disability leave or laid off from the Hospital payroll.
3. The employee has not failed to work on the last holiday he/she was scheduled to work immediately preceding the holiday being considered except in unusual circumstances where the employee has a written, substantiated and acceptable reason for such failure to work as scheduled.

E. Regular Full-time and Regular Part-time employees are eligible to apply for a Personal Holiday after they have worked a minimum of 975 hours in such status since their latest date of change to such status.

F. Personal Holidays are scheduled, as much as possible, to meet the desires of employees. However, Personal Holidays must be approved by the Supervisor and planned and scheduled such that they do not interfere with sound and appropriate patient care needs, required scheduling, and effective operation of the Hospital.

G. To request consideration for a Personal Holiday, employee completes and submits a "Request" form two (2) weeks or more prior to the Personal Holiday desired. Personal Holiday may be taken only upon approval of the request by supervision. Requests submitted less than two (2) weeks prior to the Personal Holiday desired will, however, be given consideration for approval by supervision. Employees shall be notified as to the request approval or disapproval by the supervisor as soon as possible but not later than seven (7) days from the receipt of the request except in unusual circumstances where it is mutually agreed that reasonable additional time is needed to make a proper decision.

H. Employees who are scheduled and assigned to work during the time period of a Legal Holiday are paid 2.5 times their authorized straight time base rate for the hours actually worked.

I. In addition, employees who are scheduled and assigned to work a recognized full shift (minimum of six (6) hours) starting on

or after 12:00 noon on the day preceding the holiday, are paid two (2) times their authorized straight time base rate for the hours actually worked during the time period from 3:00 p.m. on the day preceding the Christmas holiday or the New Year's holiday to 11:00 p.m. on the day preceding the Christmas or the New Year's holiday, respectively.

ARTICLE XIII - DISABILITY

Section 1

A. Disability is defined as the inability to work because of illness, accident or maternity.

B. Regular Full-time employees are credited with 7.5 hours of personal disability benefit at the completion of each successive, separate, and distinct individual unit total of 162 hours worked (including hours of paid benefit time in lieu of work), but not to exceed a total creditation of 90 personal disability benefit credit hours per each individual calendar year, and, not to exceed a total overall maximum credit accumulation of 360 personal disability benefit credit hours.

C. Regular Part-time employees are credited with 7.5 hours of personal disability benefit at the completion of each successive, separate, and distinct individual unit total of 162 hours worked (including hours of paid benefit time in lieu of work), but not to exceed a total creditation of 60 personal disability benefit credit hours per each individual calendar year, and, not to exceed a total overall maximum credit accumulation of 240 personal disability benefit credit hours.

D. Part-time employees are credited with 7.5 hours of personal disability benefit at the completion of each successive, separate, and distinct individual unit total of 162 hours worked (including hours of paid benefit time in lieu of work), but not to exceed a total creditation of 60 personal disability benefit credit hours per each individual calendar year, and, not to exceed a total overall maximum credit accumulation of 105 personal disability benefit credit hours.

E. For purposes of disability benefit credit, "Hospital Request" hours and hours of a scheduled "jump" (second) shift in a 24-hour period shall be considered to be hours paid at the employee's authorized straight time base rate.

F. Eligible employees receive personal disability benefit not to exceed their existing total accumulation of personal disability benefit hours and are paid their authorized straight time base rate for their regular scheduled work hours they were otherwise scheduled to work and would have worked but which were not actually worked due to disability, starting with the first scheduled workday of absence from work due to non-compensable disability if:

1. they have an existing accumulation of personal disability benefit hours as outlined below:

Full-time and Regular Part-time Employees	135 Hours
Part-time employees	90 Hours

2. They are hospitalized at the time.

3. The disability then extends five (5) or more consecutive calendar days.

4. The absence is due to a non-compensable on-the-job injury incurred at Midland Hospital, provided, the injury was not due to gross negligence or misconduct of the employee, and provided notice is immediately given to the Department Head or designated person specified and further provided that an "Incident Report" is completed in full by the employee promptly upon occurrence of the injury.

G. In other than the preceding situations, disability benefit starts with the second consecutive scheduled workday of absence.

H. Employees who are unable to report for work as scheduled because of a disability must inform the Hospital as specified at least two (2) hours prior to the start of their scheduled hours of work, except in circumstances where it is impossible to do so. In such circumstances, the employee shall provide a written explanation of why the timely notification was impossible to give. Disability benefit is paid only if employees notify the Hospital as stated.

I. Employees must notify the Hospital prior to return to work following an absence due to a disability and receive an approved planned work time schedule before returning to work.

J. To receive personal disability benefit, an employee must complete and submit a "Request" form not later than the fifth day after return to work following a disability.

K. Employee is not limited to use of personal disability benefit to cover such time off, but may choose to use any other type of benefit day available such as vacation, personal holiday, etc. However, disability time off must be covered by personal disability benefit days if they are available for use, and if other type of benefit days are not chosen to substitute. Disability time off cannot be taken as time off without pay if personal disability benefit days are available for use.

L. If the employee does not state a choice within five (5) days of return to work following time off for disability, available personal disability benefit shall be recorded and paid for such time off.

M. Employee's timecard must be correctly marked to record the time off due to disability and also the "Request" must show the type of benefit day being used to cover the time off.

N. If during the time period of an approved scheduled vacation and/or Personal Holiday disability occurs which requires treatment by a physician and the disability and required treatment time off is substantiated and verified by a written and acceptable physician's statement, personal disability benefit may be substituted for a corresponding equal amount of the approved vacation time.

O. Disability benefit is intended to help employees meet expenses during times of actual legitimate disability.

P. Any employee who makes or allows his/her agent to make a false statement of his/her inability to report for work due to disability or who submits a "Disability Request" based on a false statement or covering a period of time during which the employee was not actually legitimately disabled, is subject to disciplinary action up to and including discharge. The Hospital may require acceptable proof of disability prior to the payment of this benefit and/or before returning to full employment.

Q. Unless an employee is hospitalized or is off from work for disability which extends at least two (2) days prior to or after a paid holiday, a scheduled or leave of absence day off, or a scheduled vacation day off, disability benefit shall not be available for absence on a day preceding or following a paid holiday, a scheduled or leave of absence day off, or a scheduled vacation day off.

R. Employees are paid 75 percent of their existing accumulation of personal disability benefit hours at voluntary termination of employment, subject to the requirements and stipulations of Article XI, Section 7, and provided the employee has worked since his/her latest start of employment date a total of 7800 hours paid at the authorized straight time base rate.

S. Regular Full-time and Regular Part-time employees who sustain a bona fide and not otherwise compensable disability of more than eight (8) calendar weeks extended duration - checked, verified, and accepted as such by the Hospital - will, in addition to their then existing total accumulation of personal disability benefit hours, be paid their authorized straight time base rate as personal disability benefit for an additional amount of regular scheduled work hours they otherwise would be scheduled to work and would have worked but which were not actually worked due to the disability - but not to exceed 50 percent of their original existing total accumulation of personal disability benefit hours.

T. A Union Representative may participate with Management in explaining to the involved employee the method of operation in carrying out the above procedure.

U. Upon return to work following such extended duration disability, 75 percent of the hours of personal disability benefit subsequently credited will be used, as and when credited, to "pay back" the hours paid as "additional" personal disability benefit hours during the extended duration disability, until such time as such "additional" personal disability benefit hours are "paid back" in full.

V. "Versatile" benefit hours credit accumulated will also be used to "pay back" such "additional" extended duration personal disability benefit hours paid.

W. At termination of employment by the employee, any remaining amount of such "additional" personal disability benefit hours not yet "paid back" will be withheld from final payment amounts due the employee.

X. If the status of an employee is reduced by Hospital decision to meet Hospital needs to an average of less than 22 hours in a workweek, the disability benefit credit shall be frozen at the date of the status change for a period of 4 calendar months. If the employee status is subsequently increased during the 4 month period to an average of 22 hours or more in a workweek, the accumulated disability benefit credit frozen shall be restored and included for determining disability benefit.

Y. After accumulating a total of 360 personal disability benefit hours and during the period this accumulation is maintained, Regular Full-time employees are credited with 7.5 "Versatile" benefit hours at the completion of each 486 hours paid at the authorized straight time base rate.

Z. Such "Versatile" benefit hours may be accumulated only during each calendar year and may be used:

1. To cover single workdays of absence or the first day of consecutive scheduled workdays of absence due to non-compensable disability.
2. To cover non-paid funeral leave days.
3. To be paid to the employee upon request or during the month of January following the year in which they were accumulated.

ARTICLE XIV - VACATION

Section 1

A. Regular Full-time employees are credited with 7.5 vacation hours at the completion of each successive, separate, and distinct individual unit total of 162 hours worked (including hours of paid benefit time in lieu of work), but not to exceed a total creditation of 90 vacation credit hours (12 full days) per each individual calendar year.

B. After having worked a total of 7800 hours (4 full years) since their latest start of employment date paid at their authorized straight time base rate, Regular Full-time employees are credited with 11.25 vacation hours at the completion of each successive, separate and distinct individual unit total of 162 hours worked (including hours of paid benefit time in lieu of work), but not to

exceed a total creditation of 135 vacation credit hours (18 full days) per each individual calendar year.

C. After having worked a total of 15,600 hours (eight (8) full years) since their latest start of employment date paid at their authorized straight time base rate, Regular Full-time employees are credited 11.25 vacation hours at the completion of each successive, separate and distinct individual unit total of 162 hours worked (including hours of paid benefit time in lieu of work), and also are credited with 7.5 vacation hours at the completion of each successive, separate and distinct individual unit total of 1950 hours worked (including hours of paid benefit time in lieu of work), but not to exceed an aggregate total creditation of 142.5 vacation credit hours (19 full days) per each individual calendar year.

D. After having worked a total of 23,400 hours (12 full years) since their latest start of employment date paid at their authorized straight time base rate, Regular Full-time employees are credited with 11.25 vacation hours at the completion of each successive, separate, and distinct individual unit total of 162 hours worked (including hours of paid benefit time in lieu of work), and also are credited with 7.5 vacation hours at the completion of each successive, separate, and distinct individual unit total of 975 hours worked (including hours of paid benefit time in lieu of work) but not to exceed an aggregate total creditation of 150 vacation credit hours (20 full days) per each individual calendar year.

E. After having worked a total of 29,000 hours (15 full years) since their latest start of employment date paid at their authorized straight time base rate, Regular Full-time employees are credited with 11.25 vacation hours at the completion of each successive, separate, and distinct individual unit total of 162 hours worked (including hours of paid benefit time in lieu of work), and also are credited with 7.5 vacation hours at the completion of each successive, separate, and distinct individual unit total of 488 hours worked (including hours of paid benefit time in lieu of work), paid at their authorized straight time base rate, but not to exceed an aggregate total creditation of 165 vacation credit hours (22 full days) per each individual calendar year.

F. Regular Part-time and Part-time employees are credited with 7.5 vacation hours at the completion of each successive, separate, and distinct individual unit total of 162 hours worked (including hours of paid benefit time in lieu of work), but not to exceed a total creditation of 60 vacation credit hours (eight (8) full days) per each individual calendar year.

G. For purposes of vacation benefit credit, "Hospital Request" hours and hours of a scheduled "jump" (second) shift in a 24-hour period shall be considered to be hours paid at the employee's authorized straight time base rate.

H. For purposes of progression from one Vacation Benefit Credit level to another, effective September 8, 1985, hours paid at one and one-half or two times the base rate shall be considered to

be hours since their latest start of employment date paid at their authorized straight time base rate.

Section 2 Eligibility

A. Employees are eligible to apply for vacation hours off after one year of continuous employment dating from their latest start of employment date, or after they have worked since their latest start of employment date a total of 975 hours paid at their authorized straight time base rate.

B. Vacation hours taken off from work are scheduled, as much as possible, to meet the desires of the employees. Particular needs are given special consideration. However, vacation hours must be approved by the Supervisor and planned and scheduled well in advance such that they do not interfere with sound and appropriate patient care needs, required scheduling, and effective operation of the Hospital.

C. To request consideration for vacation hours off from work, employee submits a "Request" form two (2) weeks or more prior to vacation starting date. Vacation may be taken only upon approval of the request by supervision. Requests submitted less than two (2) weeks prior to the vacation starting date will, however, be given consideration for approval by supervision. Employees shall be notified as to the request approval or disapproval by the supervisor as soon as possible but no later than seven (7) days from the receipt of the request except in unusual circumstances where it is mutually agreed that reasonable additional time is needed to make a proper decision.

D. The balance of vacation hours not already previously taken, are paid to the employee at voluntary termination of employment, subject to the requirements and stipulations of Article XI, Section 7.

E. Employees are paid for their regular scheduled work hours they otherwise were scheduled to work and would have worked but which were not actually worked while on vacation hours off.

F. In order to help employees meet personal emergency situations, up to 7.5 hours per year of regular credited vacation may be used in blocks of at least one or more full half-hour units as Emergency Vacation by employees who are eligible to apply for vacation. Employees must, whenever possible, notify their supervisor and state the emergency prior to using such Emergency Vacation, must clock out upon leaving Hospital premises, and must report in to their supervisor promptly upon return from the absence.

G. Any vacation hours not taken in excess of double the employee's vacation accrual rate as of December 31, shall be paid at the employee's straight time base rate on the last payday in January of the following year.

H. If the status of an employee is reduced by Hospital decision to meet Hospital needs to an average of less than 22 hours

in a workweek, the accumulated hours for vacation credit shall be frozen at the date of the status change for a period of four (4) calendar months. If the employee status is subsequently increased during the 4-month period to an average of 22 hours or more in a workweek, the accumulated vacation credit hours frozen shall be restored and included for determining vacation credit.

ARTICLE XV - COMPENSABLE INJURY

Section 1

A. "Regular" employees entitled to receive Workers' Compensation Benefits as a result of injuries incurred at Midland Hospital after the date of this Agreement are paid:

1. If the accepted Workers' Compensation Claim does not exceed 13 days benefits,
 - a. Supplemental payments equal to their authorized straight time base rate for one-half of their regular scheduled work hours lost and not actually worked because of the injury during the first seven (7) days waiting period of the claim, subject to the conditions as hereinafter set forth.
 - b. Supplemental payments equal to the difference between the Workers' Compensation payments received and the normal total straight time earnings for their regular scheduled work hours not actually worked because of the injury during the eighth through the thirteenth days of the claim, subject to the conditions as hereinafter set forth.

Employees may, at their option, use disability benefits to make up the difference between supplemental payments and the normal total straight time earnings for their regular scheduled work hours not actually worked because of the injury during the first seven (7) days waiting period of the claim.

2. If the accepted Workers' Compensation Claim equals or exceeds 14 days benefits, supplemental payments equal to the difference between the Workers' Compensation payments received and the normal total straight time earnings for their regular scheduled work hours not actually worked because of the injury during the first 14 days of the claim.

B. Notice must be given to the Hospital and Supervision and an "Incident Report" completed in full promptly upon awareness of an injury incurred while working at Midland Hospital, in order to be eligible for supplemental payment benefits.

C. In no case will the Hospital pay supplemental payments in excess of those needed to make employees total compensation for time

lost, including Workers' Compensation and disability benefits, equal to what they would have earned if they had worked their regular scheduled work hours.

D. Employees who are receiving Workers' Compensation benefit payments or Compensable Injury Supplemental benefit payments are excluded from receiving other benefits and benefit pay such as personal disability, vacation, holiday, funeral leave, jury duty, etc., during the time they are receiving Workers' Compensation or Compensable Injury Supplemental benefits.

ARTICLE XVI - LEAVES OF ABSENCE

Section 1 Personal Leave

A. Leaves of Absence without pay for reasonable and valid reasons such as extended disability (defined in Article XIII), Union business, personal and education may, at management's election, be granted by the Hospital to employees who have satisfactorily completed their probationary period. Personal Leave Requests will not be unreasonably withheld.

B. Employees who have a disability anticipated to extend more than 30 calendar days duration or to necessitate a request for a Leave of Absence must complete and submit an "Authorization for Extended Disability Benefits or LOA" prior to the approval of disability benefit payment or Leave of Absence request.

C. Any employee who is on a Leave of Absence and who engages in or accepts other employment without the consent of the Hospital, shall be considered as having quit his employment at Midland Hospital as of that date and time.

D. Employees must complete and submit the "Request" for Leave of Absence at least two (2) weeks prior to the date on which the leave is to start, except in unusual circumstances where it is impossible to do so.

E. Employees must notify the Hospital in writing at least one (1) week prior to any contemplated change in a Leave of Absence termination date. Any change in such termination date must be worked out and approved by the Hospital to allow adapting the employee's schedule of work times to the planned work schedule.

F. Employees returning to work following an extended disability Leave of Absence of more than 30 calendar days duration, must furnish a substantiating statement signed by the employee's physician, stating the employee's physical ability and fitness to return to work and to perform the duties of the job.

G. If an employee fails to return to work at the termination of a Leave of Absence, his/her employment is terminated except in unusual circumstances where there is a reason acceptable to the Hospital for failure to return.

H. Fringe benefits shall be maintained but neither accrued nor paid during a Leave of Absence, provided that for those benefits such as insurance coverage, they shall be maintained for so long as the carrier and Hospital specifies and further provided that the employee makes the required arrangements for payments where employee payment participation is required for continuation of the benefit.

Section 2 Funeral Leave

A. When a death occurs to a Regular Full-time, Regular Part-time, or Part-time Employee's

1. Husband, wife, child, stepchild, father, mother, or step-parent, Hospital shall grant three consecutive scheduled workdays leave with pay.
2. Sister, stepsister, brother, stepbrother, grandchild, grandparent, son-in-law, daughter-in-law, father-in-law, or mother-in-law, the Hospital shall grant two (2) consecutive scheduled workdays leave with pay.
3. Brother-in-law, or sister-in-law, the Hospital shall grant one (1) scheduled workday leave with pay.

B. The following conditions must be met to qualify for such paid funeral leave:

1. The foregoing shall not apply unless the employee attends the funeral, unless it is impossible to do so.
2. Such paid leave shall not be applicable while the employee is on disability benefit or any other type of leave.
3. Such paid leave must include the day of the funeral and may be taken only within the time period of five (5) calendar days immediately preceding and following the day of the funeral.
4. a written request shall be made by the employee stating the circumstances, including date of death, name and relationship, date and location of funeral, and name of funeral home.

C. Employees shall be paid their authorized straight time base rate for their regular scheduled work hours they otherwise were scheduled to work and would have worked but which were not actually worked during the granted funeral leave with pay.

D. If granted funeral leave time with pay coincides with Hospital approved vacation time off from work, the employee may exercise an option to substitute granted funeral leave time with pay for a corresponding equal amount of the approved vacation time.

Section 3 Jury Duty or Witness

A. Employees subpoenaed for jury duty, or for service as a witness in a Judicial Proceeding where they are not a party, are paid the difference between jury or witness pay and their authorized straight time base rate for their regular scheduled work hours they otherwise were scheduled to work and would have worked but which were actually spent in court service duty required by the court.

B. Employees must notify supervision upon receiving a subpoena notice to report for jury or witness service and keep supervision advised of their availability for work.

C. Employees must furnish proof from the court of jury or witness service, showing date and time served and amount paid for their service.

D. Employees shall report to work, clock in, and report to the immediate supervisor during their regular scheduled work hours they otherwise would have been scheduled to work immediately following time actually spent in court service duty verified by the court.

E. If there remains in their regular scheduled work hours a minimum of 3.75 hours before the end of their work schedule, they may be assigned to any work available in the classification(s) in which they work.

F. Employees scheduled to work on the night shift and who serve a minimum of four (4) hours as jurors or witnesses as described above may, if otherwise scheduled to work and by giving timely notice to supervision, elect to be off duty the night shift immediately following the day of court service and to have that shift serve as the eligibility period for jury duty or witness pay as described above.

Section 4 Military Service Leave

A. Employee submits a letter of application for Military Service Leave upon notification of acceptance for military service or at least two weeks prior to departure.

B. Hospital grants a Military Service Leave without pay and abides by the provisions of Federal and State statutes and regulations regarding employee re-employment rights.

C. Employee is paid for all vacation earned and due at the time of Military Service Leave.

Section 5 Long Term Leave for Union Business

A. In the event an employee is elected or selected by this Union or by any labor organization with which the Union is affiliated to perform any task which necessitates a Leave of Absence, he/she shall be granted such Leave of Absence without loss of

seniority. No more than one (1) employee shall be on leave of absence simultaneously under the provisions of this clause. Leaves of absence for this purpose shall be for an indefinite period. Application for the above Leaves shall be made to the Director of Labor Relations through the Staff Representative of the United Steelworkers of America. Seniority during such Leaves will be frozen, but not accrued. No fringe benefits shall be paid or accrued and the right to return to work shall be governed by Section 6 of this Article.

Section 6 Return to Work After Leave of Absence

A. Disability Leave (Excluding Workers' Compensation): An employee who is absent from work due to a disability (as defined in Article XIII) Leave of Absence of not more than 75 calendar days (excluding vacation, paid disability days and personal holidays) is, at the termination of the Leave, returned to work at the same or similar position(s) held immediately prior to the Leave.

B. Disability Leave (Workers' Compensation): An employee who is absent from work due to an accepted Workers' Compensation Leave of Absence of not more than 365 calendar days (excluding vacation, paid disability days and personal holidays) is, at the termination of the Leave, returned to work at the same or similar position(s) held immediately prior to the Leave.

C. Personal Leaves (Other than Disability): An employee who is absent from work due to any other Leave of Absence of not more than 45 calendar days (including vacation, paid disability days and personal holidays) is, at the termination of the Leave, returned to work at the same or similar position(s) held immediately prior to the Leave.

D. An employee who is absent from work in excess of the maximum days provided in Paragraphs A-C above will be returned to work in such position(s) which may be available, provided that the Hospital is not required to offer re-employment immediately following the Leave termination date for a period of two weeks.

E. Employees returning from Disability Leaves of Absence must be able to adequately perform the duties and responsibilities of the job(s) in order to be returned to work "at the same or similar position(s)".

ARTICLE XVII - MISCELLANEOUS BENEFITS

Section 1 Liability Insurance

A. The Hospital will provide "Hospital Professional Liability Coverage" of at least \$500,000/\$1,000,000 limits of liability for all employees covered by this Agreement.

Section 2 Group Life Insurance

A. The Hospital will provide Group Life Insurance coverage for Full-time employees as set forth in the booklet entitled "Your Group Insurance Plan". The Plan provides for \$3,000 Group Life Insurance coverage upon the employee's completion of 90 days of continuous uninterrupted employment with the Hospital since the latest start of employment date. The Plan provides increased coverage to employees who have attained age 21 and 180 days of employment as defined above. This increased coverage shall be two (2) times the employee's authorized annualized straight time base wages, calculated as of January 1 of each year. Coverage becomes effective on the first day of the month following the date the employee becomes eligible.

B. When an employee is on a Disability Leave of Absence the coverage as of the onset of the disability will be continued without cost to the employee according to the terms and provisions of the policy.

C. An employee on a Personal Leave of Absence may continue coverage for up to six (6) months at his/her own expense.

Section 3 Pension Plan

A. Employees are covered by the plan as stated in the booklet "Midland Hospital Center Employees' Pension Plan".

Section 4 Tax-Deferred Annuities

A. Employees may participate in the Hospital's Tax-Deferred Annuity program, which allows employees to obtain special income tax treatment for their savings.

Section 5 Group Medical Care Plan

A. The Hospital will provide group medical care coverage to Full-time, Regular Part-time employees, and Part-time employees and their dependents, based on the eligibility and contribution schedule below. The coverage provisions are as stated in the booklet entitled "MHC Medical Care Plan". This benefit is not available to any employee whose spouse has hospitalization coverage of any nature through or from his/her employer as a benefit or management policy.

B. Employees shall, by authorized payroll deductions, contribute the following amounts each month for this medical care coverage:

1. Effective September 8, 1985:

	<u>Single</u>	<u>Family</u>
Regular Full-time employees	\$ 6.00	\$ 18.00
Regular Part-time employees regularly scheduled to work at least 30 hours in a work week.	\$12.00	\$ 36.00
Regular Part-time employees regularly scheduled to work at least 22 hours in a work week.	\$18.00	\$ 54.00
Part-time employees	\$54.00	\$150.00

2. Effective January 1, 1986:

	<u>Single</u>	<u>Family</u>
Regular Full-time employees	\$ 9.00	\$ 23.00
Regular Part-time employees regularly scheduled to work at least 30 hours in a work week.	\$15.00	\$ 38.00
Regular Part-time employees regularly scheduled to work at least 22 hours in a work week.	\$18.00	\$ 51.00
Part-time employees	\$75.00	\$200.00

3. Effective January 1, 1987, the following percent of premium up to the stated amount::

	<u>Single</u>	<u>Family</u>
Regular Full-time employees	11% to \$13.00	11% to \$30.00
Regular Part-time employees regularly scheduled to work at least 30 hours in a work week.	18% to \$22.00	18% to \$50.00
Regular Part-time employees regularly scheduled to work at least 22 hours in a work week.	22% to \$26.00	22% to \$61.00
Part-time employees	75% to \$90.00	75% to \$207.00

4. Effective January 1, 1988, the following percent of premium up to the stated amount:

	<u>Single</u>	<u>Family</u>
Regular Full-time employees	12% to \$16.00	12% to \$37.00
Regular Part-time employees regularly scheduled to work at least 30 hours in a work week.	20% to \$27.00	20% to \$62.00
Regular Part-time employees regularly scheduled to work at least 22 hours in a work week.	25% to \$34.00	25% to \$77.00
Part-time employees	100% to \$135.00	100% to \$309.00

Employees on a Disability Leave of Absence may continue their coverage for up to six (6) months by continuing to pay the appropriate amount (shown above) to the Hospital no later than the 10th of the month preceding the month for which such coverage is desired.

Employees on a Personal Leave of Absence may continue their coverage for up to six (6) months by paying the Part-time Employee rate to the Hospital no later than the 10th of the month preceding the month for which such coverage is desired.

Section 6 - Dental Assistance Plan

A. Full time employees are covered by the plan as stated in the booklet entitled "Midland Hospital Center Dental Assistance Plan".

Section 7 Insurance Dispute

A. Any dispute regarding the provisions of any insurance contracts will be resolved according to the procedures outlined within the insurance contracts.

Section 8 Tuition Reimbursement

A. Bargaining unit employees who are eligible for tuition reimbursement pursuant to the Hospital's Tuition Reimbursement Policy shall be reimbursed according to the following schedule:

1. Effective September 8, 1985: 80% of tuition expenses up to an annual maximum of \$300.00 plus reimbursement for textbooks up to a maximum of \$25.00 per term.
2. Effective September 7, 1986: 80% of tuition expenses up to an annual maximum of \$350.00 plus reimbursement for textbooks up to a maximum of \$30.00 per term.

3. Effective September 6, 1987: 80% of tuition expenses up to an annual maximum of \$400.00, plus reimbursement for textbooks up to a maximum of \$35.00 per term.

ARTICLE XVIII - MISCELLANEOUS

Section 1 Safety and Health

A. Safety involves individual responsibility on the part of every employee. The Hospital and the Union expect all employees to be constantly aware of any action or condition which is or might be unsafe or careless, and to act and work in a safe manner. The Union and the Hospital endorse safety, and all employees shall observe and abide by safety rules and regulations as a condition of employment.

B. The Union may select one employee to serve on the Hospital Safety Committee. This member will receive copies of all incident reports filed by Union employees, and will be paid in a manner consistent with the policies applicable to other Safety Committee members.

C. The Hospital agrees to abide by the rules and regulations established by state and federal Occupational Safety and Health Administrations as well as those established by the Joint Commission on Accreditation of Hospitals and Midland Hospital fire and safety rules.

D. Whenever there is a safety or health inspection by OSHA or MIOSHA, one representative of the Union may accompany the inspector. This person shall be paid his/her regular rate of pay for such time spent during his/her regular scheduled work hours.

E. Hazardous Work - The Hospital will not require an employee to perform known hazardous work which creates a distinct possibility of serious bodily harm or which would be a known violation of state or federal regulations relating to safety and health. The parties recognize that certain work assignments are inherently dangerous and that this clause should not be applied to avoid assigned work responsibilities reasonably and customarily a part of the job.

F. The Hospital will furnish plain or prescription safety glasses to employees of the Maintenance Department whose job duties include maintenance, repair, fabrication, installation, servicing, moving, handling of equipment, fixtures, materials, etc. It is understood and agreed that all such employees are required as a condition of employment to wear safety glasses on job assignments which could affect an employee's eyes.

G. Prescription glasses will be obtained and furnished upon presentation of an authentic prescription validated for the individual employee by a reputable optometrist or physician.

H. The Hospital will provide safety shoes to all employees who are required to wear them. The Hospital will replace safety shoes upon return of safety shoes which are no longer serviceable.

I. Any employee refusing to wear safety glasses or safety shoes, or any other safety device required by the Hospital, will be subject to disciplinary action up to and including discharge.

J. It is also understood and agreed that the use of other safety devices for eye and face protection as well as other protection will continue to be required.

Section 2 Bulletin Boards

A. The Hospital shall provide bulletin boards in the Hospital for the exclusive use of the Union. Notices communicating Union functions and information to employees may be posted thereon without the prior approval of the Director of Labor Relations. Other notices shall have approval of the Director of Labor Relations before posting.

Section 3 Employee Information

A. Employees shall furnish documentary verification of birthdate and shall inform the Hospital Personnel Department at the time of any change in their mailing address, phone number, phone contact arrangements, and withholding exemptions. The Hospital shall rely upon the most recent information furnished for contact purposes. Three phone calls placed prior to one-half hour before the shift starting time and extended to the employee phone number or phone contact arrangement most recently furnished by the employee, shall constitute fulfillment of requirements for Hospital notification to employee in this Agreement.

Section 4 Job Descriptions

A. The Hospital shall develop job descriptions for the purpose of defining job tasks, duties, activities, responsibilities, and the knowledge and abilities required to perform the job. These job descriptions are considered advisory and are not in any way intended to define the total or full job responsibility that may be required of an employee. The Hospital specifically reserves for its exclusive right pursuant to Article III of this Agreement the right to change or delete job descriptions at any time.

Section 5 Physical Examinations

A. Employees agree to have such physical examinations as are required from time to time provided by the Hospital without charge for the following purposes:

1. To determine whether the employee has a physical or mental condition which could affect the employee's fellow employees or patient's well being;

2. To determine whether an employee is entitled to benefits such as workers' compensation, disability pay or retirement disability benefit, etc.;
3. To determine whether an employee can return from a disability leave as outlined in Article XVI, where the Hospital feels a second opinion is necessary. The decision not to allow an employee to return from a disability leave is subject to the provisions of Article IX (Grievance Procedure).

Section 6 Uniforms

A. When required, uniforms of an acceptable type and in good condition shall be provided by the employee in sufficient numbers to assure cleanliness and good appearance. In certain departments, for the convenience or protection of the Hospital and its patients, gowns or uniforms are provided without charge for use by the personnel in these departments. Sufficient scrub gowns in proper sizes shall be provided in areas where they are necessary at no cost to the employee.

B. Up to four uniforms per year shall be provided by the Hospital for Food Service, Maintenance, and Housekeeping employees. Such employees shall receive a replacement uniform upon returning to the Hospital a uniform which is no longer usable because of appearance or serviceability.

C. All uniforms or protective clothing provided by the Hospital shall remain the property of the Hospital and shall be returned to the Hospital upon request or prior to leaving Hospital employment.

Section 7 Conditions of Agreement

A. It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior Agreements and understandings oral or written, express or implied, between the parties and shall govern their entire relationship. This Agreement is the sole source of any and all rights or claims which may be asserted hereunder or otherwise.

Section 8 Work Efficiency

A. Nothing in this Collective Bargaining Agreement shall be construed to diminish the Hospital's right to have non-bargaining unit employees continue to perform all of those duties which they were performing prior to the effective date of this Agreement and prior agreements and nothing shall be construed to prohibit supervisors or other salaried employees from working for the purpose of instruction, experimentation, correcting work difficulties, relieving employees for short periods of time, emergency situations or in the interest of the best possible patient care. The Hospital will not, however, use supervisors or other salaried employees to

replace unit employees.

Section 9 Snow Emergency

A. In the event of a snow emergency as determined by the Hospital, employee policies such as grace periods, compensation, attendance policy, etc., will be applied equally to all Hospital employees.

Section 10 Contract Administration

A. The Hospital agrees to allow an authorized representative(s) of the Union on the Hospital premises for the purpose of administering this contract. The Union representative(s) shall not in any way interfere with patient care or the work of Hospital employees. The Union representative(s) shall identify himself/ herself at the Hospital reception desk, state the purpose of the visit, and obtain permission to proceed from the office of the Director of Labor Relations.

ARTICLE XIX - RATES OF PAY

Section 1 Rates of Pay

A. Effective September 8, 1985, the rates of pay set forth in Exhibit A and agreed upon by the Hospital and the Union are paid to employees covered by this Agreement for the duration of this Agreement.

Section 2 Differentials

A. Weekend differential: A differential as set forth in Exhibit A is paid for work performed on weekend shifts beginning at or after 8:30 pm on Friday but prior to 8:30 pm on Sunday.

B. Afternoon differential: A differential as set forth in Exhibit A is paid for work performed on afternoon shifts whose starting times occur at or after 3:00 pm but before 8:30 pm during the period beginning at 3:00 pm on Monday and ending at 8:29 pm on Friday.

C. Night differential: A differential as set forth in Exhibit A is paid for work performed on night shifts whose starting times occur at or after 8:30 pm but before 4:30 am during the period beginning at 8:30 pm on Sunday and ending at 4:29 am on Friday.

ARTICLE XX - MUTUAL INTEREST

A. In the interest of good communications, to cultivate and achieve mutual understanding, trust, and cooperation, and to develop responsible labor relations participation, The Union Bargaining and the Hospital Committees meet at timely intervals, as requested by either party who indicates the topic(s) to be discussed, and as promptly arranged by the Hospital Administration, to exchange ideas and information, and together explore and discuss accomplishments,

safety, new developments, operation improvements, future planning, suggestions for consideration, discharge of responsibilities, operation problems, misunderstandings, employee morale, feelings, relations, and adherence to policy, working atmosphere and environment, and other areas, situations, and subjects of interest and concern.

B. Mutual Interest meetings shall not be used to change or alter this Agreement. If there is an understanding reached during these discussions that places an interpretation on the contract language, those interpretations shall be reduced to writing and signed by the parties hereto.

ARTICLE XXI - DURATION

A. This Agreement shall be in full force and effect from September 8, 1985 to and including September 18, 1988, during which period neither party hereto may re-open this Agreement for negotiation on any issue either economic or non-economic except by mutual agreement in writing between and signed by both parties hereto.

B. This Agreement shall also continue in full force and effect from year to year after September 18, 1988, unless after such date either party to this Agreement desires to change or modify any of the terms or provisions of this Agreement. The party desiring the change or modification on or subsequent to September 18, 1988, must notify the other party to this Agreement in writing not less than 90 days prior to September 18, 1988 and not less than 90 days prior to any subsequent Agreement anniversary date.

IN WITNESS WHEREOF, the Hospital by its duly authorized Official and Committee members, and the employees, by their duly authorized Union Officials, Representatives, and Committee members, hereunto sign their names on this 26th day of September 1985.

MIDLAND HOSPITAL ASSOCIATION ^{CENTER}

David A. Reece
David A. Reece, President

HOSPITAL COMMITTEE MEMBERS:

Lorne J. Archer
Lorne J. Archer, Chairman
Assistant Vice President

Karen S. Calkins
Karen S. Calkins
Assistant Director of Nursing

Carolyn E. Fraser
Vice President

Thomas A. Lind
Vice President

Joseph M. Smith
Joseph M. Smith
Vice President

UNITED STEELWORKERS OF AMERICA

Lynn R. Williams
Lynn R. Williams, Int'l President

Edgar L. Ball
Edgar L. Ball, Int'l Secretary

Frank S. McKee
Frank S. McKee, Int'l Treasurer

Joseph Odoreich
Joseph Odoreich, Int'l Vice President

Leon Lynch
Leon Lynch, Int'l Vice President

Harry E. Lester
Harry E. Lester, District Director

John D. Prior
John D. Prior, Staff Representative

LOCAL UNION 14704:

James P. Cox
James P. Cox, President

Erma L. Brand, Committee
Gerald L. Hatt, Committee

Diane M. DeLong, Committee

Ann L. Parrott, Committee

for

EXHIBIT A
HOURLY PAY RATE SCHEDULE

Effective September 8, 1985

I. AUTHORIZED STRAIGHT TIME BASE RATES

MAINTENANCE

Senior Mechanic (Electrical)
9.51 (6) 9.68 (6) 9.86 (6) 10.13 (6) 10.39 (6) 10.72

Senior Mechanic (Carpentry, Millwright, Refrigeration,
Plumbing, Communications)
9.53 (6) 9.71 (6) 9.88 (6) 10.15 (6) 10.42

Multi-Mechanic
9.52 (6) 9.75 (6) 9.92

Mechanic (Complete Course Part 1)
8.45 (3) 8.67 (6) 8.91 (6) 8.96 (6) 9.45

Mechanic
8.28 (3) 8.50 (6) 8.72 (6) 8.99 (6) 9.26

General Maintenance Man (Complete Course Part 1)
6.96 (4) 7.16 (4) 7.38 (4) 7.60

General Maintenance Man
6.87 (4) 7.07 (4) 7.29 (4) 7.51

Groundsman
6.51 (4) 6.68 (4) 6.86 (4) 7.06

FOOD SERVICE

Head Cook
6.61 (4) 6.82 (4) 7.01 (4) 7.18

Assistant Head Cook
6.18 (3) 6.43 (3) 6.66 (3) 6.93

Baker
6.18 (3) 6.43 (3) 6.66 (3) 6.93

Salad Maker
6.18 (3) 6.43 (3) 6.66 (3) 6.93

Second Cook
5.80 (3) 6.10 (3) 6.44

Assistant Baker
5.80 (3) 6.10 (3) 6.44

Assistant Salad Maker
5.80 (3) 6.10 (3) 6.44

Cook Helper
5.31 (3) 5.53 (3) 5.79

General Kitchen II
5.30 (3) 5.46 (3) 5.64

General Kitchen I
5.23 (3) 5.40 (2) 5.58

Dietary Clerk
5.61 (5) 5.89 (5) 6.19 (5) 6.48

CENTRAL SERVICE

Aide/Instrument-Utensil Processor
5.99 (5) 6.30 (5) 6.61 (5) 6.98

Central Service Aide
5.76 (5) 6.02 (5) 6.32 (5) 6.61

NURSING SERVICE

Nurse Aide
5.76 (5) 6.04 (5) 6.34 (5) 6.64

Charting Secretary
6.14 (4) 6.35 (4) 6.56 (4) 6.78 (4) 7.00

HOUSEKEEPING

Housekeeper
5.47 (3) 5.71 (3) 5.97

II. DIFFERENTIALS

"Lead" differential

\$0.37 per hour over base classification

Shift Differentials:

Weekend: \$0.61 per hour over base classification.

Afternoon: \$0.36 per hour over base classification.

Night: \$0.41 per hour over base classification.

EXHIBIT A
HOURLY PAY RATE SCHEDULE

Effective September 7, 1986

I. AUTHORIZED STRAIGHT TIME BASE RATES

MAINTENANCE

Senior Mechanic (Electrical)
9.87 (6) 10.05 (6) 10.23 (6) 10.50 (6) 10.75 (6) 11.08

Senior Mechanic (Carpentry, Millwright, Refrigeration,
Plumbing, Communications)
9.88 (6) 10.06 (6) 10.25 (6) 10.52 (6) 10.77

Multi-Mechanic
9.88 (6) 10.07 (6) 10.25

Mechanic (Complete Course Part 1)
8.72 (3) 8.96 (6) 9.22 (6) 9.49 (6) 9.77

Mechanic
8.56 (3) 8.80 (6) 9.03 (6) 9.31 (6) 9.57

General Maintenance Man (Complete Course Part 1)
7.19 (4) 7.40 (4) 7.62 (4) 7.85

General Maintenance Man
7.11 (4) 7.31 (4) 7.53 (4) 7.76

Groundsman
6.74 (4) 6.90 (4) 7.11 (4) 7.30

FOOD SERVICE

Head Cook
6.84 (4) 7.05 (4) 7.24 (4) 7.43

Assistant Head Cook
6.40 (3) 6.65 (3) 6.89 (3) 7.17

Baker
6.40 (3) 6.65 (3) 6.89 (3) 7.17

Salad Maker
6.40 (3) 6.65 (3) 6.89 (3) 7.17

Second Cook
6.02 (3) 6.33 (3) 6.68

Assistant Baker
6.02 (3) 6.33 (3) 6.68

Assistant Salad Maker
6.02 (3) 6.33 (3) 6.68

Cook Helper
5.49 (3) 5.72 (3) 5.98

General Kitchen II
5.48 (3) 5.65 (3) 5.83

General Kitchen I
5.38 (3) 5.56 (2) 5.75

Dietary Clerk
5.83 (5) 6.11 (5) 6.43 (5) 6.73

CENTRAL SERVICE

Aide/Instrument-Utensil Processor
6.21 (5) 6.52 (5) 6.85 (5) 7.23

Central Service Aide
5.98 (5) 6.23 (5) 6.55 (5) 6.86

NURSING SERVICE

Nurse Aide
6.00 (5) 6.25 (5) 6.57 (5) 6.88

Charting Secretary
6.36 (4) 6.58 (4) 6.79 (4) 7.02 (4) 7.25

HOUSEKEEPING

Housekeeper
5.70 (3) 5.94 (3) 6.21

II. DIFFERENTIALS

"Lead" differential

\$0.39 per hour over base classification

Shift Differentials:

Weekend: \$0.63 per hour over base classification.

Afternoon: \$0.38 per hour over base classification.

Night: \$0.42 per hour over base classification.

EXHIBIT A
HOURLY PAY RATE SCHEDULE

Effective September 6, 1987

I. AUTHORIZED STRAIGHT TIME BASE RATES

MAINTENANCE

Senior Mechanic (Electrical)
10.15 (6) 10.34 (6) 10.54 (6) 10.80 (6) 11.07 (6) 11.39

Senior Mechanic (Carpentry, Millwright, Refrigeration,
Plumbing, Communications)
10.15 (6) 10.34 (6) 10.54 (6) 10.80 (6) 11.07

Multi-Mechanic
10.13 (6) 10.33 (6) 10.53

Mechanic (Complete Course Part 1)
8.97 (3) 9.21 (6) 9.48 (6) 9.75 (6) 10.04

Mechanic
8.80 (3) 9.03 (6) 9.28 (6) 9.56 (6) 9.83

General Maintenance Man (Complete Course Part 1)
7.40 (4) 7.61 (4) 7.85 (4) 8.07

General Maintenance Man
7.30 (4) 7.51 (4) 7.73 (4) 7.97

Groundsman
6.91 (4) 7.09 (4) 7.29 (4) 7.50

FOOD SERVICE

Head Cook
7.02 (4) 7.23 (4) 7.42 (4) 7.63

Assistant Head Cook
6.57 (3) 6.83 (3) 7.08 (3) 7.37

Baker
6.57 (3) 6.83 (3) 7.08 (3) 7.37

Salad Maker
6.57 (3) 6.83 (3) 7.08 (3) 7.37

Second Cook
6.16 (3) 6.48 (3) 6.85

Assistant Baker
6.16 (3) 6.48 (3) 6.85

Assistant Salad Maker
6.16 (3) 6.48 (3) 6.85

Cook Helper
5.62 (3) 5.84 (3) 6.12

General Kitchen II
5.61 (3) 5.78 (3) 5.97

General Kitchen I
5.50 (3) 5.68 (2) 5.89

Dietary Clerk
5.96 (5) 6.27 (5) 6.59 (5) 6.89

CENTRAL SERVICE

Aide/Instrument-Utensil Processor
6.39 (5) 6.72 (5) 7.05 (5) 7.44

Central Service Aide
6.15 (5) 6.41 (5) 6.73 (5) 7.05

NURSING SERVICE

Nurse Aide
6.17 (5) 6.43 (5) 6.76 (5) 7.08

Charting Secretary
6.55 (4) 6.77 (4) 6.99 (4) 7.23 (4) 7.46

HOUSEKEEPING

Housekeeper
5.93 (3) 6.19 (3) 6.41

II. DIFFERENTIALS

"Lead" differential

\$0.40 per hour over base classification

Shift Differentials:

Weekend: \$0.66 per hour over base classification.

Afternoon: \$0.39 per hour over base classification.

Night: \$0.43 per hour over base classification.