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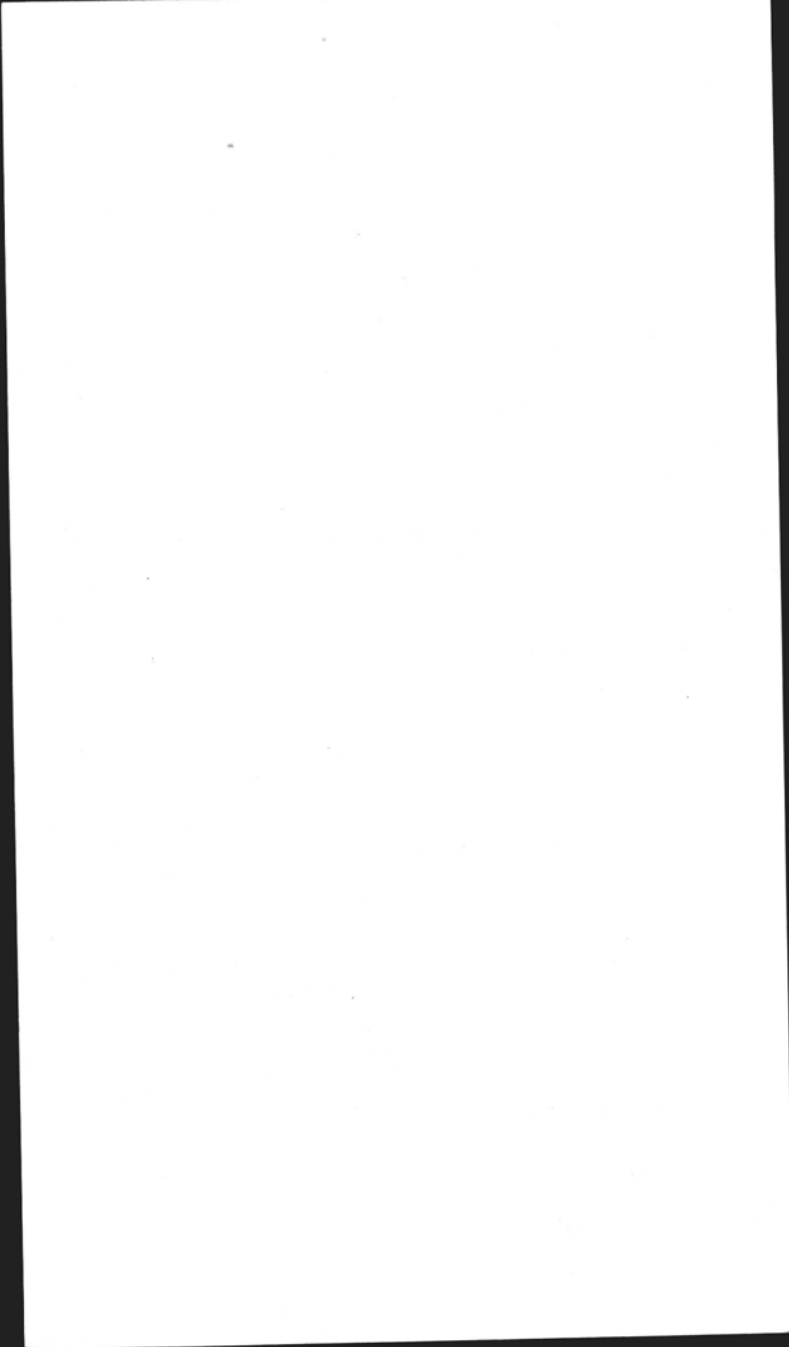


Michigan State University
LABOR AND INDUSTRIAL
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**COLLECTIVE BARGAINING
AGREEMENT**
Between
**HOSPITAL EMPLOYEES'
DIVISION OF LOCAL 79,
SERVICE EMPLOYEES'
INTERNATIONAL UNION, AFL-CIO**
and
**HACKLEY HOSPITAL,
MUSKEGON, MICHIGAN**

*Muskegon
City of
Hackley Hosp.*

*Service Employees Int'l Union, Local 79.
2604 Front St.
Detroit, Mich.
48201*



A G R E E M E N T

THIS AGREEMENT, made and entered into this 16th day of February, 1978, by and between HACKLEY HOSPITAL, a Michigan non-profit corporation, of Muskegon, Michigan, hereinafter designated as the "EMPLOYER" and HOSPITAL EMPLOYEES' DIVISION OF LOCAL 79, Service Employees' International Union, AFL-CIO, hereinafter designated as the "UNION".

The parties hereby agree with each other as follows:

ARTICLE I

RECOGNITION - UNION SECURITY

Section 1 (a) The Hospital recognizes the Union as the exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment covering full-time and regularly scheduled part-time employees only in the departments and job classifications listed below at 1700 Clinton Street, Muskegon, Michigan.

1. X-RAY DEPARTMENT

Orderly 1

2. PHYSICAL THERAPY DEPARTMENT

Physical Therapy Orderly I
Physical Therapy Aide

3. NURSING SERVICE DEPARTMENT

Nurse Assistant
O. B. Technician
Surgical Technician
Surgery Aide
Orderly I
Orderly II
Orderly III
Ward Clerk
Orthopedic Technician Apprentice

4. DIETARY DEPARTMENT

Cook I
Cook II
Cook III
Pastry Cook
Grill Cook/Cafe Server
Cafe Server
Kitchen Helper
Cold Food Production
Storeroom Attendant
Diet Clerk
Cashier
Janitor
Dishwasher

5. HOUSEKEEPING DEPARTMENT

Housekeeping Aide
Janitor
Finish Room Worker
Linen Room Worker
Laundryman

6. LABORATORY

Laboratory Aide II
Laboratory Aide I
Non-Registered/Non-Certified Technicians
Dishwasher
Physiology Tech II
Physiology Tech I

7. MAINTENANCE DEPARTMENT

Maintenance I
Maintenance II

8. CENTRAL SUPPLY

Central Supply Aide
Ward Clerk

Excluded from the bargaining unit are the following categories, specifically, but not limited to: managerial employees, confidential employees, professional employees, relief employees, department heads, LPN's, RN's, Registered/Certified Technicians and Technologists, office clericals, guards, and supervisors, as defined in the Act, and all other classifications of employees not covered in the categories of employees listed above.

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

A full-time employee is an employee who is regularly scheduled to work forty (40) hours in the workweek.

A part-time employee is an employee who is regularly scheduled less than forty (40) hours in a workweek.

A relief employee is a casual, on-call employee who does not work on a regular basis.

(c) The following departments may have working supervisors in the numbers indicated who shall do no bargaining unit work during overtime hours, except in the case of emergencies:

Central Supply Department	1
Housekeeping Department	3
Maintenance Department	1
Laboratory	1

(d) The Employer agrees to recognize the bargaining committee of not more than five (5) employees for the purpose of conducting contract negotiations.

(e) The Union shall be responsible to promptly certify to the Employer the names of members of the bargaining committee, Unit Chairman, and Union Stewards, and any changes that may occur.

(f) Stewards. The Union shall designate stewards for the purpose of handling complaints and grievances under the grievance procedure from the following areas and units who shall represent the employees who are assigned in such areas and units:

<u>First Shift</u>	<u>Number Of Stewards</u>
(1) Dietary	1
(2) Housekeeping	1
(3) Maintenance & Central Supply ...	1
(4) Laboratory, X-Ray and Physical Therapy	1
(5) Nursing Service	3

<u>Second Shift</u>	<u>Number Of Stewards</u>
(1) North Wing	1
(2) South Wing (Includes South 4, South 3, Pediatrics and South 2)	1
(3) Other Departments	1

<u>Third Shift</u>	<u>Number Of Stewards</u>
(1) North Wing	1
(2) All Other Departments and Areas	1

Stewards may leave their areas of assignments for the purpose of investigating or processing a grievance under their jurisdiction upon notice to their immediate supervisor and permission shall not be arbitrarily withheld. Employees shall not take up their grievance with stewards from areas other than their own. Such investigation and processing should be conducted during non-working hours whenever possible. Alternate stewards may be designated who will act only in the absence of the regular steward.

Section 2 As a condition of continued employment, all employees (except those mentioned in subparagraph (a) hereof) employed by the Employer in the unit which is the subject of this Agreement shall become and remain members of the Union not later than the completion of sixty (60) calendar days of employment, or the execution date of this Agreement, whichever is the later. The Employer shall not be required to discharge any employee for failure to acquire or maintain Union membership except where such failure is the result of non-payment of Union dues and initiation fees uniformly required. Further, this failure of any employee to maintain his Union membership in good standing as required herein, shall upon written notice to the Employer to such effect, obligate the Employer to discharge such employee.

(a) It is recognized that because of religious convictions or otherwise, some employees may object to joining any organization engaged in collective bargaining. At the same time, it is also recognized that the proper negotiations and administration of collective bargaining agreements entail expenses which is appropriately shared by all employees who are beneficiaries of such agreements. To this end, in the event an employee does not become and

remain a member in good standing of the Union, such employee shall, as a condition of continued employment by the Hospital, pay to the Union, as a service charge, a sum equivalent to the initiation fees and dues of the Union. In the event that such sum is unpaid for a period of thirty-one (31) days, the services of such employee shall, upon written notice thereof from the Union, be discontinued by the Hospital.

ARTICLE II

CHECK-OFF

Section 1 Upon signed authorization of the employee, the Employer agrees to deduct Union dues, initiation fees and other assessments, as uniformly levied and officially designated by the Union, on the first pay period of each month and shall pay same to the Secretary-Treasurer of SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 79, AFL-CIO, prior to the end of the month. Initiation fees will be deducted over the first two (2) pay periods following the completion of sixty (60) calendar days of employment.

The Union shall furnish the Hospital with membership application and dues check-off forms. The Hospital shall

make these forms available to new employees and shall return any signed forms to the Union each month with the dues list.

Section 2 The Union will furnish the Employer with a check-off list in duplicate each month, indicating thereon the amount due for each employee. The Employer shall add to this list the names and addresses of any new employees, who have passed their probationary period, whose names do not appear on the check-off list. One copy of this list shall be returned with the stipulated amount to the offices of the Union prior to the end of the month in which deductions are made.

Section 3 The Union agrees to hold the Employer harmless on any claims arising out of deductions made by the Employer pursuant to this Article.

ARTICLE III

MANAGERIAL RIGHTS

Section 1 The Employer shall have the sole and exclusive right to manage and operate the Hospital, including all of its operations, activities and the direction of its working force of employees, with the right to hire, suspend, discipline, discharge for cause, promote, demote, assign,

transfer, lay off, recall or relieve employees from duty for legitimate reasons and to maintain discipline and efficiency among employees; to decide the number of employees; to establish Hospital policies, rules, regulations and procedures; to determine the type and scope of services to be furnished to patients and the nature of the facilities to be operated; and to establish schedules of operation and to determine the methods, procedures and means of providing services to patients. The Employer shall also have the right to introduce new or improved working methods or facilities. None of the above provisions are intended to limit any other right of the Employer, and the Employer reserves and retains solely and exclusively, all of its inherent and customary rights to manage the Hospital, provided, however, that the Employer shall not violate any express provisions of this Agreement and all actions taken by it shall be reasonable.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1 In the event that a grievance arises between

an employee, or a group of employees, and the Employer, the following steps will be taken in negotiating such grievance:

FIRST: An employee having a grievance shall present it to his immediate supervisor within five (5) working days of the occurrence of the cause for complaint. A working day is any day Monday through Friday, excluding holidays. The employee may be accompanied by his steward if he desires. If satisfactory settlement is not reached within three (3) working days after such presentation, then;

SECOND: The employee or steward shall reduce the grievance to writing, and shall present the written grievance to the employee's department head within four (4) working days following the answer in Step One. The department head shall give a written answer no later than four (4) working days after receipt of the written grievance in Step Two.

THIRD: The Unit Chairman or steward shall thereafter present the written grievance to the Director of Employee Relations or his designee within four (4) working days after the answer in Step Two, if it is not satisfactorily settled. The Unit Chairman, steward and/or employee, who shall be assisted by the Union Business Representative, shall meet

with the Director of Employee Relations or his designee within fifteen (15) working days. The Director of Employee Relations or his designee shall give a written answer to the Union Business Representative and Unit Chairman no later than five (5) working days from the date of such meeting.

FOURTH: The Union may submit the grievance to arbitration by delivering to the office of the Hospital Director of Employee Relations a written notice of its intent to arbitrate within fifteen (15) working days of receipt of the Employer's answer in Step Three. Upon receipt of such timely notice the parties shall jointly obtain a list of five (5) arbitrators from the American Arbitration Association and will attempt to agree upon an arbitrator from that list. If no agreement can be reached from the list, then the parties shall alternately strike names from the list and the one who remains shall be the arbitrator. The order of striking shall be determined by a coin toss.

The cost of arbitration shall be shared equally by the Employer and the Union, but all other expenses in connection with the presentation of the matter to the Arbitrator shall be borne by the party incurring said expenses.

No decision of the Arbitrator in one case shall create a basis for a retroactive adjustment in any other case prior to the date of written filing of each such specific other claim. All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned less any unemployment or other compensation he may have received from any source during the period.

It is expressly agreed that the power and authority of the Arbitrator shall be limited in each case to the resolution of the question submitted to him. It is further specifically agreed that the Arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement; nor shall the Arbitrator substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, except in matters of discipline where the arbitrator may rule on the degree of discipline; nor shall the Arbitrator exercise any responsibility or function of the Employer or of the Union.

The decision of the Arbitrator shall be final and binding on both parties.

The parties may extend the time limits of any Step by written agreement.

Section 3 (a) The parties may, by mutual agreement, hold special conferences to discuss problems that may be pending. The party requesting the conference shall state the reason for the request. Such conference shall not be deemed as a substitute for any step of the grievance procedure.

(b) The Unit Chairman may initiate a grievance involving the interpretation or application of the terms of this agreement at the Second Step, if a department is concerned and at the Third Step if the entire Unit is concerned, subject to the time limits contained in this Article.

Section 4 No adjustment of a grievance shall be inconsistent with the terms of this Agreement and the aggrieved's steward shall be afforded an opportunity to be present at the time of such adjustment.

Section 5 It is mutually understood and agreed that, when an employee believes that a cause for complaint exists and such employee so desires, the employee shall have a right to meet and consult his steward. In such event, the employee shall request of the immediate supervisor that his

steward be summoned. The immediate supervisor shall comply with this request as promptly as possible and shall arrange that the employee and steward have an opportunity to confer. Upon completion of such conference the employee and the steward shall promptly report back to their immediate supervisor. It is mutually agreed that patient care is the first obligation to be provided by the Hospital and the employees; consequently, the meeting is to be arranged as promptly as possible between the steward and the employee and this is understood to mean at the earliest practical time which does not adversely affect or detract from the patient's welfare. The Employer agrees that this responsibility shall not be abused so that it is used as a device to unduly delay or avoid the prompt occurrence of such meeting. Neither the employee or steward shall abuse this privilege of conferring. Any disagreement with the immediate supervisor's decision may be processed as a grievance.

Section 6 No Strike - No Lockout. The intent of the parties to the agreement is that the grievance procedure set forth herein provides the remedy for settlement of employees' grievances and in view of this they agree that:

(a) During the term of this agreement no employee shall directly or indirectly take part in or cause any strike whatsoever, any curtailment or stoppage of work, slowdown, boycott, demonstration, or picketing, which would interfere with the normal operations of the Hospital. Any employee who engages in any of such prohibited conduct shall be subject to discipline including discharge. If the Hospital disciplines or discharges an employee for violating any of the provisions of this section, the employee may appeal to the grievance procedure the question of whether the employee did in fact engage in any prohibited activity provided in this section.

(b) The Union or any of its representatives will not directly or indirectly authorize, assist, encourage, condone, defend (except when there is a question as to whether an employee did in fact engage in such activity) participate in or lend support to any conduct which is prohibited under this section. The Union agrees that it will use all reasonable efforts to prevent any of such prohibited conduct.

(c) The above subparagraphs shall not apply to any dispute which is not a proper subject for arbitration.

(d) The Employer agrees that it will not lock out any of its employees.

ARTICLE V

DISCIPLINE AND DISMISSALS

Section 1 After the completion of his probationary period, no employee shall be disciplined or dismissed without just and sufficient cause.

In cases of discharge or disciplinary suspension, the employee shall immediately receive the reasons therefor, in writing, from the Employer with a copy of said notice and reasons to the Steward.

Warnings shall be invalid for the purpose of this paragraph after a period of twelve (12) months from the date of issue.

Section 2 Discharge and Discipline. Should an employee desire to contest any disciplinary action involving lost time, he may do so in the following manner:

(a) The disciplined employee will be allowed to discuss his discipline with his steward and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon

request the Employer or its designated representative will discuss the discipline with the employee and Steward.

If the employee's steward is not then on duty he shall be allowed to discuss his discipline with a steward from another area who is on duty.

If there is no steward on duty in the Hospital and the discipline involves suspension from work the employee may call in a steward before leaving the premises.

(b) In the event of discharge the steward or unit chairman may within five (5) workdays following the date of discharge, present the grievance at Step 3 of the grievance procedure.

Section 3 Acknowledge Discipline. The employee will be required to acknowledge receipt of written warnings or forfeit his right to the grievance procedure. Signing such report shall mean that it is a receipt only.

ARTICLE VI

NOTICE TO UNION

Section 1 The Employer will furnish three (3) bulletin boards (in the aides' lounge area, the dietary locker room and the cafeteria area) to be used by the employees for posting Union meeting notices and other Union information.

Section 2 At the time a new classification is established the Union will be notified by the Employer. When a new classification is established it will be considered permanent if a grievance is not filed within thirty (30) days. Such grievance may not be arbitrated.

ARTICLE VII

SENIORITY

Section 1 Seniority shall be divided into three (3) categories and defined as follows:

- (a) Hospital-Wide: Length of service since the last date of hire in the bargaining unit.
- (b) Departmental: Commencing with the date of hire into or permanent transfer into the Department.
- (c) Classification: Commencing with the date of hire into or permanent transfer into the classification.

In each of the above categories there shall be a seniority list of full-time employees and a seniority list of part-time employees.

The permanent transfer out of a classification or department shall not cause the loss of any seniority held in that classification or department, but such seniority shall be retained and not accrued as of the date of such transfer.

At the time of any permanent transfer back into a classification or department where there is retained seniority it shall then continue to accrue from the date of the transfer.

A full-time employee who permanently transfers to a part-time position shall retain his same date of hire, and if such transfer is to the same classification and department, such employee will retain his same classification and departmental seniority date. This shall also apply to a part-time employee permanently transferring to a full-time position.

Seniority for the purpose of this Article shall apply to layoff, recall, transfer and promotion.

Section 2 Probationary Period.

(a) The probationary period for newly hired employees shall be 100 calendar days. This probationary period may, in specific instances, be extended in thirty (30) day increments for not more than sixty (60) calendar days by mutual agreement between the Union and the Employer.

(b) The Employer has the right to terminate the employment of a probationary employee during his probationary period for any reason whatsoever, or to discipline such

employee, and such probationary employee shall not, as a result thereof, have any recourse to the grievance procedure set forth in this agreement.

(c) Upon completion of his probationary period, the new employee's name shall be placed on the appropriate seniority list as of the date of hire into the bargaining unit.

(d) Part-time employees, upon becoming full-time employees, shall, except for insurance benefits, be eligible to qualify for full-time employee benefits commencing the date of transfer to full-time status.

Insurance benefits for such employees will commence on the tenth of the month following the date of transfer to full-time status.

Section 3 The Employer shall provide the Union with seniority lists commencing on the execution date of this Agreement and will up-date it at three (3) month intervals. The Hospital will provide two (2) separate seniority lists, one for full-time employees, one for part-time employees, and each list will show the classification seniority, departmental seniority and Hospital-wide seniority.

Section 4 For purposes of layoff and recall only all stewards during their term of office shall hold top seniority within their assigned area or unit as defined in Article I, Section 1(f), and provided they are capable of performing the remaining work available. Upon the effective date of this Agreement the Union shall notify the Employer, in writing, as to the names of the stewards entitled to top seniority and will thereafter keep the Employer notified, in writing, of any changes. No employee shall be eligible to hold the position of steward who has not been in the employ of the Employer for at least six (6) months.

Section 5 Seniority rights shall be lost for the following reasons:

- (a) If the employee quits.
- (b) If the employee is discharged for just cause.
- (c) If the employee has not been actively employed by the Hospital for a period of one (1) year or the duration of his bargaining unit seniority, whichever is the lesser.
- (d) If an employee is absent for three (3) working days without notifying the employer. Employees must

notify a supervisor of their department, or where there is no supervisor, then their department office, one (1) hour prior to the start of their shift if they are going to be absent or late or they may be subject to discipline for failure to so notify.

(e) If an employee fails to report within five (5) working days after notice of recall, unless the employee substantiates to the Employer that the reason for failure to report was beyond the employee's control. Delivery or attempted delivery by certified mail to the employee's last recorded address on file with the Employer shall be considered proper notice.

(f) If an employee overstays a leave of absence, obtains a leave of absence by giving a false reason, or engages in any other employment during a leave of absence unless employed for health reasons.

Loss of seniority in these cases means the employee is terminated from employment.

ARTICLE VIII

LAYOFF

Section 1 In order to avoid a layoff the Employer in

its discretion may transfer the employee affected on a classification or departmental seniority basis to other work available that the employee is qualified to perform.

Section 2 Application of Seniority

(a) A reduction in the work force shall be based upon seniority within the classification and then within the department affected. Nonseniority employees shall be laid off first. The employee with the least classification and department seniority shall be laid off first, provided the remaining employees possess the ability to do the work required.

(b) If election is to lay off part-time employees, then only part-time employees shall be laid off based on seniority.

(c) If election is to lay off a full-time employee, such employee may exercise bumping rights first on full-time basis and, if nothing is available, then in the part-time categories, as applicable.

(d) Such laid-off employee, if he has greater departmental seniority, may displace, on the basis of departmental seniority, the least senior employee in another classification having a lower or equal starting rate of pay

in the same department, providing he is capable of performing the duties with a minimum of training and supervision. Such displacement must be made within twenty-four (24) hours.

(e) If such laid-off employee does not elect to exercise his right under (d) above, then he may, on the sixth (6th) workday following the layoff, excluding Saturdays, Sundays and holidays, if he has greater Hospital-wide seniority, displace on the basis of Hospital-wide seniority the least senior employee in any other classification, having an equal or lower starting rate of pay than the classification from which he was laid off, in any other department, providing he has the ability to do the work required with a minimum of training and supervision.

In exercising bumping rights under Section (d) and (e) above the employee must first exercise such rights in the prior classification and department from which the employee was last transferred.

(f) Recall to the Hospital, department or classification shall be in the reverse order of layoff and then providing the recalled employee possesses the ability to perform the required work with a minimum of training and supervision.

(g) Employees who exercise their seniority under this section shall be paid at the same relative position in a lateral assignment or at the highest pay rate for a lower classified assignment, if it is below his current pay rate.

(h) Any employee who does not exercise his seniority to enter into another classification or job within six (6) workdays following the layoff will only be recalled to the classification he left, unless that classification has been eliminated.

Section 3 An employee being considered for layoff of more than one week shall be given a one (1) week notice or one (1) week's pay in lieu of notice, or any combination of either to meet the above requirement, except in emergencies beyond the Employer's control. On any layoff of less than one week the Employer shall notify the employee affected as soon as possible, providing it is not used for the purpose of circumventing the payment of benefits under this contract.

Section 4 Notice of layoff shall be given in writing to the employee and steward and shall set forth the effective date of layoff.

Section 5 Part-time employees will not be assigned a regular schedule of additional hours where such additional regular schedule has not first been offered to a laid-off full-time employee in the classification affected.

ARTICLE IX

PROMOTION AND TRANSFERS

Section 1 Whenever floats are not available or in those departments where there are no floats the Employer may transfer employees to a different classification or area within their department in accordance with the following procedure:

(a) By a qualified employee then available on the job who is willing to make the transfer; or

(b) If there is no such employee available the least senior qualified employee then available on the job shall take the transfer.

There shall be no reduction in the rate of pay for such transfer.

Section 2 Where there is a permanent opening for promotion or an opportunity for permanent transfer to another shift or department in the bargaining unit the

Hospital shall notify the Union of such vacancy, in writing, and shall post notice of such vacancy on the Union bulletin board in the cafeteria area for a period of five (5) consecutive days, excluding Saturdays, Sundays and holidays. The selection of an employee to fill such vacancy shall be made on the basis of seniority, where the ability and minimum qualifications for the job are relatively equal, in the following order:

1. Within the Classification by classification seniority;

2. Within the Department by Department seniority;

3. Hospital Wide by Hospital-Wide seniority.

In each of the above categories a full-time employee applicant shall have preference over a part-time employee applicant, regardless of seniority.

- (a) All employees with seniority have the right to apply for such posted job openings in the bargaining unit. They shall, if interested, fill out an appropriate form agreed upon by the Employer and the Union.

- (b) The probationary period for an employee promoted or transferred to fill a vacancy shall be thirty (30) calendar days except for a vacancy in the classification of ward clerk, in which position the probationary period shall

be sixty (60) calendar days. The probationary period in these instances may be extended by mutual agreement between the Union and the Employer.

(c) If the most senior applicant is denied the vacancy he shall receive the reasons therefor in writing.

(d) An employee shall be permitted to return to his former classification during the probationary period.

(e) Employees can permanently transfer only once every six (6) months.

(f) The Employer may make such temporary transfers as are necessary to fill the vacancy during the probationary period of the job which is bid upon before the job is permanently filled. Such transfer shall not be used as a means of giving an employee who is bidding on the job experience credit for the job.

(g) When an employee has been selected to fill the posted vacancy the Employer will advise the Chief Steward in writing as to their selection.

An employee who is awarded a job through the bidding process will be paid not less than one (1) rate lower than their present rate unless the starting rate of the new job

is equal to or more than their present rate. An employee with prior experience in the classification will be given credit on the schedule for the experience.

ARTICLE X

HOURS OF WORK

Section 1 Except for part-time shift assignments of less than eight (8) hours scheduled by the Hospital, all shifts shall consist of eight and one-half (8-1/2) hours, including one-half (1/2) hour unpaid lunch period. The afternoon and night shifts shall consist of eight and one-quarter hours, including a one-half (1/2) hour unpaid lunch period.

Section 2 Time and one-half (1-1/2) shall be paid for all hours worked in excess of eighty (80) hours (overtime) in any pay period and eight (8) hours (overtime) in any one day.

(a) An employee working two (2) consecutive shifts at the request of the Employer shall be paid time and one-half (1-1/2) for the second shift.

(b) A full-time employee who works his day off at the Employer's request shall be paid time and one-half (1-1/2) for the hours worked. A part-time employee who is called in to work on his scheduled day off shall receive time and one-half (1-1/2) for all hours worked on said day if such call-in is less than one (1) hour notice.

(c) Any time worked on the seventh (7th) consecutive day of work, will be paid for at the rate of double time.

(d) Time and one-half (1-1/2) shall be paid for all hours worked on Sunday, provided the preceding Saturday is a scheduled day off or provided the employee works all scheduled hours on the preceding Saturday. If the employee works less than the scheduled hours on Saturday he will receive time and one-half (1-1/2) for the equivalent hours worked on Sunday.

Employees who are not scheduled to work on a Saturday because it is a recognized holiday shall be deemed to have worked the scheduled hours on Saturday and be eligible for time and one-half (1-1/2) for Sunday work, providing the employee is otherwise eligible.

(e) In relation to (a), (b) or (c), if an employee has made a special request to exchange days off with another employee they shall be paid at the straight-time hourly rate except where overtime pay is required by law.

Section 3 Non-worked holidays shall not be included as days worked for the purpose of computing overtime.

Section 4 Work schedules must be posted two (2) weeks in advance, but may be changed with consent of the employees or in emergencies, provided when changed for emergencies, it is not to avoid payment of overtime.

Section 5 (a) In scheduling, hours to be worked on holidays and weekends will be rotated as equally as possible. No employee shall be scheduled to work more than one (1) of every two (2) weekends, unless in an emergency. Where a department or a classification has heretofore been scheduled to work less than two (2) of every three (3) weekends, this will not be changed without the consent of Employer and the Union.

(b) Should a paid holiday fall on any other "premium pay" day and the employee is scheduled to work on that day, he shall be paid only one premium. However, the employee will be scheduled another day off with regular pay within the next thirty (30) days, taking into account the desire of the employee and the schedule of the department and the day will be recognized as a holiday for the employee.

Section 6 The Employer shall grant relief periods as follows:

(a) On the day shift: fifteen (15) minutes once during the first half of the shift and fifteen (15) minutes once during the second half of the shift.

(b) On the afternoon and night shifts: fifteen (15) minutes once during the shift.

Section 7 The Employer agrees to pay a twenty cent (20¢) per hour shift differential, over and above the employee's base rate, to all employees working the afternoon and night shifts. Employees working a split shift shall receive a ten cent (10¢) per hour shift differential payment.

Effective September 1, 1979 the twenty cents (20¢) shall become twenty-five cents (25¢) per hour.

Section 8 Employees working four (4) hours or more during any workday, in a higher classification, shall be paid the wage rate of the higher classification for all hours worked on that day.

Section 9 Standby pay shall be ten dollars (\$10.00) per eight (8) hour shift.

Section 10 Call-in pay shall be for no less than two (2) hours, except in the Maintenance Department where call-in pay shall be for four (4) hours.

Section 11 Overtime work occurring beyond an employee's regular shift shall be offered on a seniority basis to those qualified employees then on duty in that classification and unit, or area, it being understood that the least senior of such employees must take the assignment.

All other overtime work shall be distributed as equally as possible among qualified employees in that classification. Any employee who refuses such overtime assignment shall have the hours charged against him as if he had worked.

Section 12 (a) Employees must receive a notice of eight (8) hours prior to reporting for work if there will be no work for the employee that day due to fluctuating census. If such notice is not given and the employee reports for work at his designated reporting time, the employee shall receive four (4) hours of work or receive a minimum of four (4) hours pay, unless receiving stand-by pay. If there is no telephone number to contact for the employee, he shall not receive pay if he is sent home because of lack of work.

The above shall not apply if there is no work because of emergency reasons beyond the control of the Hospital, such as fire, power failure, etc.

Prior to March 1, 1978 the notice shall be one (1) hour.

(b) Any employee who reports fifteen (15) minutes late for his scheduled shift may be reassigned within his classification at the discretion of the Hospital.

ARTICLE XI

SICK LEAVE AND LEAVES OF ABSENCE

Section 1 The Employer shall provide full-time employees with sick and accident insurance coverage in the following manner to protect against long-term illness and injury, subject to the provisions of the policy.

(a) Temporary disability benefits for a maximum of twenty-six (26) weeks, starting on the eighth (8th) day of illness and the first (1st) day in case of accident shall be:

Employee Hourly Rate	Weekly Benefit
Less than \$4.00	\$70.00
\$4.00 and over	\$85.00

Effective January 1, 1979 such benefits shall be:

Employee Hourly Rate	Weekly Benefit
Less than \$4.00	\$70.00
\$4.00 to \$5.00	\$85.00
\$5.00 and over	\$90.00

(b) Full-time employees having a disability of a longer duration than twenty-six (26) weeks shall receive, subject to the policy provisions, a monthly benefit of fifty percent (50%) of monthly earnings during the continuance of the disability or until age sixty-five (65) is reached.

Section 2 All full-time employees shall be entitled to five (5) workdays non-cumulative paid sick leave annually. Payment thereof shall start on the third (3rd) day of sickness and continue for the fourth (4th) and fifth (5th) workday if the employee is still sick. Employees who have past accumulated sick days on the books prior to January 27, 1969 shall be paid from the first (1st) to the third (3rd) day of illness from this "bank".

(a) Sick leave may be taken for the following reasons:

Any illness or injury an employee may contract, or an exposure to contagious diseases he may experience in which the health of others would be endangered by his attendance at duty.

Section 3 Female employees with seniority shall be eligible for a maternity leave as follows:

(a) The leave will commence upon certification by the employee's doctor that she should no longer continue working for medical reasons.

The employee will be expected to give written notification to her Supervisor of the expected date of leaving as soon as she has knowledge of such date.

(b) The leave shall terminate upon certification by the employee's doctor (satisfactory to the Hospital) that she is physically able to return to work, but no later than six (6) months after the commencement of the leave, or two (2) months following the termination of pregnancy, whichever occurs the sooner, except for any extensions recommended by her doctor which are for medical reasons.

(c) Upon receiving proper notice of an employee's desire to return to work she shall be returned in accordance with Section 11 of this Article.

Section 4 All employees who have passed their probationary period will be granted a leave of absence without loss of seniority for an injury or illness in accordance with the following:

(a) Requests for leaves must be in writing and supported by a physician's statement that the employee is unable to continue work;

(b) Such leave shall be for no longer than six (6) months, subject to the right of the employee to request and receive an extension for not more than six (6) additional months supported by such physician's statement;

(c) The Hospital shall have the right to receive continuing medical confirmation upon request to the employee; but not more than once every thirty (30) days unless there is reasonable cause to believe that the medical reasons no longer apply.

(d) The leave shall terminate upon expiration of the six (6) month period or any extension thereof, or upon the return of the employee to work within the leave period supported by a physician's statement, satisfactory to the Hospital that said statement is correct and true, provided, however, that he is able to perform his assigned duties.

If it is correctly determined that the employee is unable to perform his assigned duties the leave shall continue, subject to the limits of (b) above.

The written request for leave referred to in (a) above must be filed with the Department Head prior to the leave or, if that is not possible, then within five (5) calendar days after the first day of absence, unless circumstances prevent such filing.

Section 5 (a) A leave of absence for one employee with accumulative seniority shall be granted in the event that an employee is elected as a representative of the local union to act as a delegate to an AFL-CIO convention. The Employer shall be notified of such intended leave of absence thirty (30) days in advance of the meeting.

(b) Each calendar year seven (7) stewards shall be granted a leave of not more than three (3) consecutive calendar days for the purpose of attending an educational conference conducted by the Union. An additional two stewards shall be granted a leave subject to adequate staff coverage as determined by the Hospital. At least fifteen (15) days advance notice shall be given of the intended leave by the Union to permit the Hospital to arrange for scheduling.

Section 6 Employees having seniority may make written request for a leave of absence not to exceed thirty (30) days and such request will be granted.

(a) If the schedule of the Hospital provides adequate coverage for the work of the department in which the employee works;

(b) If the request is based upon a matter of emergency, for example: the serious illness of a member of the immediate family or the need to take care of a pressing personal problem.

The leave shall have written approval of the Employer except emergency leaves of three (3) days or less will be granted upon verbal request.

Section 7 Leaves of absence with pay for up to three (3) days, including the day of the funeral, shall be granted to an employee with seniority in the event of a death in his or her immediate family, provided, the employee is scheduled to work. Such days shall be scheduled workdays from the date of death to the date of burial and may include both of these two days. For the purposes of this paragraph, immediate family is defined as: husband, wife, father, mother, brother, sister, son, daughter, grandmother, grandfather,

father-in-law and mother-in-law. If the death involves a brother-in-law, sister-in-law, son-in-law, daughter-in-law or a grandchild of an employee, such employee will receive pay for one (1) day to attend the funeral, provided, the employee is scheduled to work on that day.

An additional day with pay shall be granted if it is a scheduled workday that falls immediately prior to or after the above three (3) days whenever the funeral is further than 300 miles from Hackley Hospital providing the employee attends the funeral and is for the death of a spouse, parent, child, brother, sister or grandparent of the employee.

For reasonable cause the Hospital may require proof of death of relative.

Section 8 Any leave of absence may be extended by mutual agreement of the Employer and the Union, but an employee over-staying a leave without authorized extension (except in extenuating circumstances beyond his control) shall have his employment terminated.

Section 9 The Employer agrees to abide by the provisions of the Selective Service Act and its judicial interpretations with respect to leaves of absence due to military service, including National Guard duty.

Section 10 An employee returning from an authorized leave of absence not to exceed seventy-five (75) days shall be returned to his same job and shift. When an employee is on leave in excess of seventy-five (75) days the Hospital will endeavor to hold the employee's former position open for the duration of the leave of absence by a temporary transfer. Should it be necessary to fill the position on a permanent basis, the returning employee will be allowed to exercise his seniority to fill the position and shift of the lowest seniority employee in the returning employee's classification or to exercise seniority to fill the first vacancy in the returning employee's former position and shift, at the returning employee's option.

Section 11 Unless otherwise provided herein, seniority shall accumulate during such leave and all leaves are without pay.

ARTICLE XII

INSURANCE AND PENSION

Section 1 (a) The Employer agrees to maintain group life insurance coverage in the amount of Two Thousand Dollars (\$2,000.00) to age sixty-five (65), on each of its

full-time employees in the bargaining unit set forth herein, upon completion of employee's probationary period. Employees may, upon request and by paying the additional cost thereof, obtain life insurance coverage for members of their immediate family under the terms of the Hospital's master policy.

Effective January 1, 1979 the \$2,000.00 shall become \$3,000.00.

Employees shall have the right, upon leaving Hospital employment, to convert their life insurance coverage under the Hospital's master policy to an individual policy, at a cost dependent upon attained age at the date of conversion if they so desire.

(b) The Employer will provide such life insurance in the amount of One Thousand Dollars (\$1,000.00) to all part-time employees who work a regular schedule of twenty-five (25) hours a week or more.

Effective January 1, 1979 the \$1,000.00 shall become \$2,000.00 and the twenty-five (25) hours a week or more shall become sixteen (16) hours.

Section 2 (a) The Employer shall provide a fully paid hospitalization insurance plan (MVF-1 Ward Coverage) with the Blue Cross - Blue Shield for all full-time regular employees covered by this Agreement, except that such coverage will not be required in those instances where the employee is already covered under another Blue Cross - Blue Shield Plan.

Effective January 1, 1979 the Ward Coverage shall become "Semi Private" coverage and the \$2.00 Co-Pay Drug Rider shall be added.

Effective January 1, 1979 the Master Med I Plan shall be added.

(b) The Employer will provide the hospitalization insurance plan to all part-time employees who work a regular schedule of 25 hours a week or more to the extent of payment by the Hospital of one-half (50%) of the premium cost.

(c) The Employer will provide dependent coverage of the hospitalization insurance plan to full-time employees only to the extent of payment by the Hospital of one-fourth (25%) the premium cost.

Effective January 1, 1979 the payment by the Hospital shall be thirty percent (30%) of the premium cost.

Section 3 When an employee is on Workmen's Compensation the Employer will maintain his life insurance and Blue Cross - Blue Shield coverage.

Section 4 The Employer shall keep its present fully paid pension plan with the Aetna Life & Casualty Company in force for all eligible employees.

Section 5 Employees on layoff or on leave of absence shall have their Blue Cross - Blue Shield premium paid by the Employer pursuant to the provisions of this Agreement for one (1) full month after such leave or layoff occurs. Thereafter, the employee, if he desires to continue the insurance shall make provisions for his payment of the premiums.

Section 6 The Employer's liability with respect to insurance is limited to the payment of the premiums in accordance with the terms of this Agreement.

Section 7 The Hospital reserves the right to select the carrier for all of its insurance programs.

The Union will be notified in advance of the carrier and there will be no reduction in benefits, except as may be agreed upon by both parties.

ARTICLE XIII

HOLIDAYS

Section 1 The following shall be official paid holidays for full-time employees who have completed their probationary period: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Christmas Day; the employee's birthday; and the employee's anniversary date of hire. Holiday pay shall be eight (8) hours of pay at the employee's regular straight-time hourly rate and the applicable shift premium.

The day of the employee's birthday and anniversary date of hire may be a date agreed upon between the employee and the Hospital, but within the week in which the actual birthday or anniversary day falls. Such agreement for a different day within the week must be made in writing two (2) weeks in advance of the day off requested.

Effective January 1, 1979 the following shall be added as a holiday: One personal day in each calendar year, to be requested at least 30 days, in writing, in advance by the employee and approved by the Department Head.

Section 2 All employees shall be expected to work on holidays equally as necessary and shall be paid time and one-half (1-1/2) for all hours worked. An employee who is called in to work on a holiday for which he has not been scheduled shall receive double time for all hours worked in addition to holiday pay.

(a) An employee's regular scheduled day off will not be changed to the holiday in order to have the holiday off, without his consent.

Section 3 In order to qualify for holiday pay, the following shall apply:

(a) Employees must work their scheduled hours on last scheduled working day preceding the holiday and their scheduled hours the next scheduled working day following the holiday, unless (1) he is on an approved absence, or (2) an employee is on vacation or a funeral leave.

Section 4 Employees on layoff, leave of absence or drawing Workmen's Compensation or disability insurance will receive no holiday pay.

Section 5 Part-time employees who have completed their probationary period shall be paid time and one-half (1-1/2) for all hours worked on designated holidays.

ARTICLE XIV

VACATIONS

Section 1 Vacation Schedule. Vacation requests shall be made in writing and received by the Hospital between January 1 and April 1. At the conclusion of the requesting period, a vacation schedule will be developed by the Hospital of those employees who have made vacation requests. In developing the vacation schedule, when the number of requests for vacation for any period of time within that classification exceeds the number of such employees that can be permitted off for that period of time such senior employee's request will be granted. When the vacation schedule has been developed it shall be posted and employees then can rely on the posted vacation schedule as being their vacation, unless unusual or emergency circumstances necessitate the change of the vacation schedule. Should employees request vacation during the January 1 and April 1 request period and should there be a conflict between employees, preference shall be given to the employee with the greater seniority (provided a minimum of two (2) weeks notice is given). Employees who fail to advise the Hospital of their preference within this period shall be scheduled according to the order of their request.

Section 2 A. Full-Time Employees. The following method shall be used for computation of vacation benefits for full-time employees:

<u>Years of Service</u>	<u>Vacation Time and Pay</u>
1 through 6	10 days of vacation with 80 hours pay at the straight-time hourly rate
7 through 14	15 days of vacation with 120 hours pay at the straight-time hourly rate
15 and over	20 days of vacation with 160 hours pay at the straight-time hourly rate

B. For part-time employees the hourly computation shall remain in effect as follows:

<u>Years of Service</u>	<u>Vacation Time and Pay</u>
1 through 6	8 hours for each 208 paid-for hours in the preceding year, but not more than 80
7 through 14	8 hours for each 138 paid-for hours in the preceding year, but not more than 120
15 and over	8 hours for each 104 paid-for hours in the preceding year, but not more than 160

Effective January 1, 1979 the "Years of Service" shall be:

- 1 through 6
- 7 through 11
- 12 and over

Paid-for hours shall be all hours worked (overtime hours shall be computed as straight-time hours and shall include vacation hours and holiday hours.

All accumulations of hours shall be computed to the nearest number divisible 208, 138 or 104, as the case may be.

The computation shall be made for each employee as of his anniversary date of hire and the computation year shall be the basis of those paid-for hours in the 12 months preceding such date.

Vacation pay shall be at the employee's straight-time hourly rate of his regular job at the time of taking his vacation.

Full-time employees who are on a leave of absence shall have their vacation benefits reduced by one (1) day for each thirty (30) consecutive calendar days of absence.

Employees may not be scheduled more calendar weeks vacation than their length of service warrants.

Section 3 If a holiday occurs during the vacation period of an employee, such employee shall receive an additional day's vacation with pay.

Section 4 Requests for extensions must be made in writing at the time the vacation schedule is requested and approval of the extension will be dependent upon the scheduling of work, taking into consideration the vacations of other employees.

Section 5 An employee who gives two (2) weeks advance notice of quitting shall receive his pro rata vacation pay.

Section 6 Surgical Technicians who are requested by the Employer to leave work and who do leave work prior to the end of their shift because of lack of work shall have the full shift hours counted for the purpose of vacation credit hours.

ARTICLE XV

GENERAL

Section 1 The Employer and the Union agree that the provision of this Agreement shall be construed and applied under the applicable laws relating to discrimination.

Section 2 An employee leaving the Hospital's employment under honorable conditions may request, and shall receive, a letter of reference.

Section 3 Employees shall wear uniforms if the Employer requires them to do so. Employees will be permitted to purchase such uniforms at a place of their choice.

Section 4 When an employee is required to serve on a jury or appear in court as a subpoenaed witness, he will be excused from his regular duties on the days and for such time as he is required to appear in court, but not to exceed sixty (60) consecutive calendar days in any calendar year. The employee will be required to work all scheduled hours during which his attendance in court is not required. During any scheduled workday in which time off for jury duty or appearance in court as a subpoenaed witness is granted, the employee shall be paid for such time actually worked at his regular rate of pay, and in addition, if this amount, plus jury or witness fee for the time he was excused for court duty is less than his regular pay for such workday, he shall be paid the difference.

Section 5 Non-bargaining unit employees will not perform work of the bargaining unit except:

- (a) For purposes of training and instructions;
- (b) To cover an emergency situation;

(c) Filling in for the temporary absence of an employee while efforts are being made to obtain other coverage;

(d) Rendering assistance to an employee.

Section 6 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. But it is agreed that the specific terms, provisions or conditions

of this Agreement can be changed or modified any time during its terms, by the mutual consent of the Employer and the Union.

Section 7 The Employer shall make reasonable provisions for the health and safety of its employees during the hours of their employment. The Employer agrees to carefully consider any recommendation made by the Union with respect thereto. The Union will cooperate in assisting and maintaining the agreed upon rules regarding health and safety.

Section 8 Except as otherwise permitted by the terms of this Agreement an employee with seniority will not be removed from his classification or area of assignment when a less senior qualified employee in the same classification or area of assignment is then available.

Section 9 Non-employee representatives of the Union, after first notifying the Employer's Director of Employee Relations, or in his absence the office of the Director of Employee Relations, may visit the Hospital for the purpose of representing employees. A meeting shall be arranged between the Union representative(s) and the employee(s) as

requested at a time and place arranged by the Director of Employee Relations mutually convenient to all concerned and as soon as possible.

Section 10 Except for such situations that exist on the effective date hereon, relatives shall not work in the same department or in the nursing department, within the same unit, unless consented to in writing by the Hospital.

Section 11 Except for payroll complications, employees shall be paid on Thursday every other week and employees shall have their checks available at 2:00 p.m. or as soon thereafter as possible on such Thursday.

If a payday falls on a recognized holiday (except employee's birthday and anniversary date of hire) checks will be made available the day before the holiday at 2:00 p.m. or as soon thereafter as possible, subject to payroll complications.

Payroll errors will be corrected as soon as possible.

Upon two (2) weeks advance notice to their department head, vacation checks will be available the last scheduled workday before the vacation.

Section 12 An employee who is injured on the job shall receive pay at his straight-time hourly rate for the remaining hours of his shift if he is required to leave work for medical treatment for such hours.

Section 13 In case of an employee's death the wages due, including any accrued vacation pay, shall be paid according to the Michigan statute.

ARTICLE XVI

WAGES AND CLASSIFICATIONS

Section 1 Attached hereto as Appendix "A" is the wage schedule for employees covered by this Agreement, which has been agreed upon by the parties and made a part of this contract.

Section 2 Effective dates for the increases listed below shall be the beginning of the first full pay period after the dates set in the schedule.

Section 3 The attached wage progression schedule shall apply to all employees effective upon the dates shown in Appendix "A" except that part-time employees hired prior to March 1, 1971, while they remain part-time employees, shall proceed on the schedule as if they worked the equivalent of

full-time hours. Absences of thirty (30) consecutive days or more for such part-time employees shall not count as time worked on the schedule.

Section 4 Whenever reference is made in this Agreement to the male pronoun --- he, him, his, etc., it is intended and shall be deemed to include reference to the equivalent female pronoun --- she, her, hers, etc.

Section 5 If any provision of this Agreement becomes invalid under existing or future laws, State or Federal, the remainder of this Agreement shall continue to be a valid Agreement. Those provisions which become invalid shall be renegotiated, upon written request by one party to the other of its desire to enter into negotiations.

ARTICLE XVII

DURATION AND AMENDMENT

This Agreement shall remain in full force and effect for the period from the 16th day of February, 1978 to and including July 31, 1980, and shall continue thereafter in full force and effect from year to year in the absence of a notice to terminate or amend this Agreement, as hereinafter provided.

In the event either party wishes to terminate or amend this Agreement, notice shall be given by either party to the other of such desire to terminate or amend, in writing, ninety (90) days prior to its expiration date or yearly extended date. If notice to amend is given, the Agreement shall remain in full force and effect until a new Agreement is reached or until either party gives the other ten (10) day notice to terminate.

SERVICE EMPLOYEES' INTER-
NATIONAL UNION, LOCAL 79,
AFL-CIO

HACKLEY HOSPITAL, a Michigan
Non-Profit Corporation

By *Richard W. Coats* By *Lawrence C. Conway*
By *Jerry Pearson* By *Harry R. Schuchel*
By *Mary E. Smith*
By *Gary D. Waybill*
By *Celest Jenkins*
By *Lillian Williams*
By _____

APPENDIX A

HACKLEY HOSPITAL
AND
HOSPITAL EMPLOYEES' DIVISION OF LOCAL 79
SERVICE EMPLOYEES' INTERNATIONAL UNION
AFL-CIO

First Full Pay Period After:
6-1-77 6-1-78 6-1-79

X-RAY DEPARTMENT

Orderly I

Start	3.73	3.92	4.12
1040 hours	3.83	4.06	4.30
2080 hours	3.92	4.16	4.41
3120 hours	4.02	4.26	4.52

20¢ shift differential for PM and Night

PHYSICAL THERAPY DEPARTMENT

Physical Therapy Orderly I

Start	3.73	3.92	4.12
1040 hours	3.83	4.06	4.30
2080 hours	3.92	4.16	4.41
4160 hours	4.02	4.26	4.52

Physical Therapy Aide

Start	3.73	3.92	4.12
1040 hours	3.83	4.06	4.30
2080 hours	3.89	4.12	4.37
4160 hours	3.95	4.19	4.44
6240 hours	4.02	4.26	4.52

WORK RULES

Infringement of the Work Rules listed below (not all inclusive) may result in the administration of the following progressive discipline:

Verbal Warning
Written Warning
Written Warning with Suspension
Discharge

- (a) Habitual tardiness at commencement of shift or leaving early at end of shift.
- (b) Habitual unapproved absenteeism. The employee must notify his supervisor of an expected absence as soon as possible, but not later than one hour prior to the commencement of his/her regular work shift.
- (c) Distracting the attention of others or causing confusion by unnecessary shouting, noisy activity, or gross frivolous activity.
- (d) Disregard of safety rules or common safety practices including good body mechanics.
- (e) Failure to punch one's own clock card, or failure to get proper signature or approval.
- (f) Abuse of coffee break or lunch time.
- (g) Use of profanity or obscene language in presence of fellow employees or public.
- (h) Failure to comply with Hospital Policy regarding personal appearance.
- (i) Faulty work (failure to follow Hospital Policy and Procedure in carrying out duties).
- (j) Playing cards or games on the premises except for diversional therapy with patients and with permission of the charge nurse.

- (k) Inefficient work (improper use of time and supplies).
- (l) Failure to comply with Hospital Policy regarding personal phone calls.
- (m) Leaving the unit without reporting off to person in charge for any purpose, or visiting other areas without permission.
- (n) Discourteous or unkind conduct directed to patients, visitors and other employees.
- (o) Horseplay on the premises.
- (p) Making unscrupulous comments or conduct resulting in emotional trauma to patients.
- (q) Reporting for work under the influence of alcoholic beverages or unprescribed drugs.
- (r) Disregard of safety precautions for patients with result of patient injury.
- (s) Leaving the Hospital premises without clocking out, unless on Hospital business.
- (t) Gambling during working hours.

Infringement of any of the following Work Rules (not all inclusive) may result in immediate discharge..

- (a) Gross insubordination (refusal to recognize and respect authority and refusal to carry out duties in accordance with the job description).
- (b) The misuse or removal from the premises, without prior authorization, of any Hackley Hospital records, patient records, confidential information of any nature, or of any property of Hackley Hospital.
- (c) Theft or misappropriation of the property of fellow employees, patients, or of Hackley Hospital.

- (d) Falsification of any time card or timekeeping record, or intentionally giving false information to anyone whose duty it is to make such records.
- (e) Deliberately punching any time card other than the employee's own time card.
- (f) Causing your time card to be punched by another employee.
- (g) Altering or defacing of any time card, whether it shall be the employee's own time card or that of another.
- (h) Possession of, or consumption of, any alcoholic beverages on the premises at any time, or working under the influence of alcohol or unprescribed drugs.
- (i) Abuse of patients, verbal or physical.
- (j) Immoral or unprofessional conduct while on the premises of Hackley Hospital.
- (k) The consumption of any food which has been allocated for patients.
- (l) Possession of weapons on the premises at any time.
- (m) Fighting on the premises, except in self-defense.
- (n) Willful damage to property, equipment and personnel.
- (o) Gross neglect of patients with result of patient injury.
- (p) Release of false or confidential information regarding patients.
- (q) Absence of three (3) working days without notification.
- (r) Falsification of applications or pre-employment physical (if either is exposed within one (1) year).

First Full Pay Period After:
 6-1-77 6-1-78 6-1-79

NURSING SERVICE DEPARTMENT

Nurse Assistant; Surgery Aide

Start	3.83	4.02	4.22
1040 hours	3.93	4.17	4.42
2080 hours	4.00	4.24	4.49
4160 hours	4.06	4.30	4.56
6240 hours	4.12	4.37	4.63

O. B. Technician

Start	3.94	4.14	4.35
1040 hours	4.04	4.28	4.54
2080 hours	4.10	4.35	4.61
4160 hours	4.17	4.42	4.69
6240 hours	4.23	4.48	4.75

Surgical Technician

Start	4.10	4.31	4.53
1040 hours	4.20	4.45	4.72
2080 hours	4.26	4.52	4.79
4160 hours	4.32	4.58	4.85
6240 hours	4.39	4.65	4.93

Orderly I

Start	3.73	3.92	4.12
1040 hours	3.83	4.06	4.30
2080 hours	3.92	4.16	4.41
3120 hours	4.02	4.26	4.52

Orderly II

Start	3.83	4.02	4.22
1040 hours	3.93	4.17	4.42
2080 hours	4.00	4.24	4.49
4160 hours	4.06	4.30	4.56
6240 hours	4.12	4.37	4.63

First Full Pay Period After:
 6-1-77 6-1-78 6-1-79

Orderly III

Start	4.15	4.36	4.58
1040 hours	4.25	4.51	4.78
3120 hours	4.31	4.57	4.84
5200 hours	4.38	4.64	4.92

Ward Clerk

Start	3.89	4.08	4.28
1040 hours	4.02	4.26	4.52
2080 hours	4.11	4.36	4.62
4160 hours	4.21	4.46	4.73
6240 hours	4.30	4.56	4.83

Ortheopedic Technician Apprentice

Start	4.20	4.41	4.63
1040 hours	4.30	4.56	4.83
2080 hours	4.37	4.63	4.91
4160 hours	4.43	4.70	4.98
6240 hours	4.49	4.76	5.05

20¢ per hour shift differential per PM or night
 03¢ per hour additional for scheduling clerk

DIETARY DEPARTMENT

Cook I

Start	3.83	4.02	4.22
1040 hours	3.95	4.19	4.44
2080 hours	4.04	4.28	4.54
3120 hours	4.13	4.38	4.64

Cook II

Start	4.00	4.20	4.41
1040 hours	4.13	4.38	4.64
2080 hours	4.20	4.45	4.72
3120 hours	4.27	4.53	4.80

First Full Pay Period After:
 6-1-77 6-1-78 6-1-79

Cook III

Start	4.16	4.37	4.59
1040 hours	4.27	4.53	4.80
2080 hours	4.35	4.61	4.89

Pastry Cook; Cold Food Production

Start	3.83	4.02	4.22
1040 hours	3.95	4.19	4.44
2080 hours	4.04	4.28	4.54
3120 hours	4.13	4.38	4.64

Grill Cook/Cafe Server; Cafe Server; Kitchen Helper

Start	3.62	3.80	3.99
520 hours	3.78	4.01	4.25
2080 hours	3.91	4.14	4.39

Storeroom Attendant; Dishwasher; Janitor

Start	3.78	3.97	4.17
520 hours	3.94	4.18	4.43
2080 hours	4.07	4.31	4.57

Diet Clerk

Start	3.78	3.97	4.17
1040 hours	3.90	4.13	4.38
2080 hours	3.99	4.23	4.48
3120 hours	4.07	4.31	4.57

Cashier

Start	3.89	4.08	4.28
1040 hours	3.99	4.23	4.48
2080 hours	4.05	4.29	4.55
3120 hours	4.11	4.36	4.62
4160 hours	4.18	4.43	4.70

First Full Pay Period After:
6-1-77 6-1-78 6-1-79

Shift Differentials:

6:00 A.M. to 2:30 P.M.	Day Rate
11:00 A.M. to 7:30 P.M.	Plus 10¢
3:30 P.M. to 7:30 P.M.	Plus 20¢
Night Cook & Baker	Plus 20¢

HOUSEKEEPING DEPARTMENT

Housekeeping Aide; Janitor

Start	3.78	3.97	4.17
520 hours	3.94	4.18	4.43
2080 hours	4.07	4.31	4.57

Finish Room Worker; Linen Room Worker

Start	3.68	3.86	4.05
520 hours	3.84	4.07	4.31
2080 hours	3.96	4.20	4.45

Laundryman

Start	3.83	4.02	4.22
520 hours	4.00	4.24	4.49
2080 hours	4.12	4.37	4.63

20¢ per hour shift differential for PM and Night

LABORATORY DEPARTMENT

Laboratory Aide I

Start	3.62	3.80	3.99
1040 hours	3.72	3.94	4.18
2080 hours	3.78	4.01	4.25
3120 to Lab Aide II			

First Full Pay Period After:
6-1-77 6-1-78 6-1-79

Laboratory Aide II & Physiology Technician I

Start	3.83	4.02	4.22
1040 hours	3.93	4.17	4.42
2080 hours	4.00	4.24	4.49
4160 hours	4.09	4.34	4.60
6240 hours	4.19	4.44	4.71

Non-Registered/Non-Certified Tech.; Physiology Tech. II

Start	4.39	4.61	4.84
1040 hours	4.56	4.83	5.12
2080 hours	4.69	4.97	5.27
4160 hours	4.81	5.10	5.41
6240 hours	4.94	5.24	5.55
8320 hours	5.07	5.37	5.69

Dishwasher

Start	3.62	3.80	3.99
1040 hours	3.78	4.01	4.25
2080 hours	3.91	4.14	4.39

20¢ per hour shift differential P.M. and Night

MAINTENANCE DEPARTMENT

Maintenance I

Start	4.51	4.94	5.39
1040 hours	4.61	5.09	5.60
2080 hours	4.67	5.15	5.66
4160 hours	4.74	5.22	5.73
6240 hours	4.80	5.29	5.81

First Full Pay Period After:
6-1-77 6-1-78 6-1-79

Maintenance II

Start	4.69	5.12	5.58
1040 hours	4.80	5.29	5.81
2080 hours	4.86	5.35	5.87
4160 hours	4.93	5.43	5.96
6240 hours	5.05	5.55	6.08
8320 hours	5.15	5.66	6.20

Painters - Additional 25¢ per hour for spray painting.
20¢ per hour shift differential P.M. and Night.
10¢ per hour shift differential for split shift (i.e., 12-8 P.M.)

CENTRAL SUPPLY DEPARTMENT

Central Supply Aide

Start	3.83	4.02	4.22
1040 hours	3.93	4.17	4.42
2080 hours	4.00	4.24	4.49
4160 hours	4.06	4.30	4.56
6240 hours	4.12	4.37	4.63

Ward Clerk

Start	3.89	4.08	4.28
1040 hours	4.02	4.26	4.52
2080 hours	4.11	4.36	4.62
4160 hours	4.21	4.46	4.73
6240 hours	4.30	4.56	4.83

20¢ per hour shift differential P.M. and Night.

Effective September 1, 1979 the 20¢ per hour in each of the above instances shall become 25¢ per hour.

First Full Pay Period After:
6-1-77 6-1-78 6-1-79

Maintenance II

Start	4.69	5.12	5.58
1040 hours	4.80	5.29	5.81
2080 hours	4.86	5.35	5.87
4160 hours	4.93	5.43	5.96
6240 hours	5.05	5.55	6.08
8320 hours	5.15	5.66	6.20

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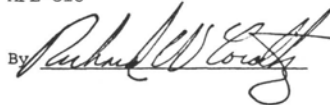
20¢ per hour shift differential P.M. and Night.

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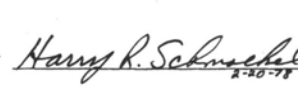
SERVICE EMPLOYEES' INTER-
NATIONAL UNION, LOCAL 79,
AFL-CIO

HACKLEY HOSPITAL, a Michigan
Non-Profit Corporation

By



By

 2-20-78

