

9134

10/31/91
Extended twice 10/31/93

BARGAINING AGREEMENT

Between

SAGINAW COMMUNITY HOSPITAL

and

SAGINAW COMMUNITY HOSPITAL EMPLOYEES

Chapter of Local No. 933
American Federation of State, County
and Municipal Employees - AFL-CIO
Council #25

Term: 11/01/88 - 10/31/91

Saginaw Community Hospital



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January 4, 1994

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Employment Office
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Saginaw Community Hospital and AFSCME, Local 933 (10/31/88)

*A new contract is currently being negotiated,
(the enclosed has been extended twice)*

Please check **yes** or **no** to indicate whether or not the list (above) of association(s) with which you have contracts is complete.

yes

no (please send copy/copies)

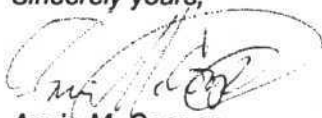
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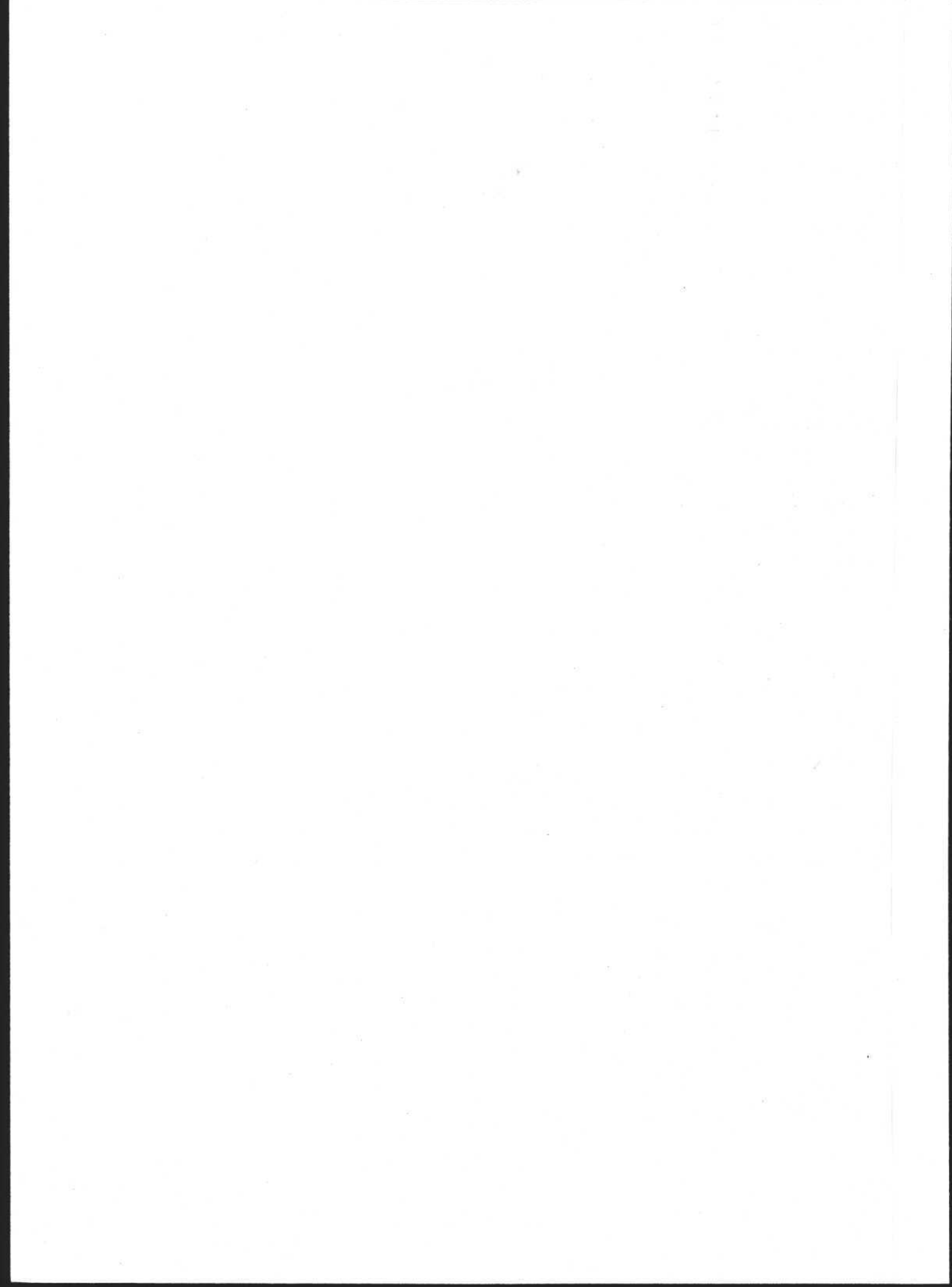


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AGREEMENT

THIS AGREEMENT ENTERED INTO THIS ____ day of _____, 198 __, with an effective date of November 1, 1988, between the Saginaw Community Hospital (hereinafter referred to as the EMPLOYER and/or HOSPITAL and Saginaw Community Hospital Employees, Chapter of Local No. 933, affiliated with Council No. 25, A.F.S.C., & M.E., AFL-CIO (hereinafter referred to as the UNION).

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

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the EMPLOYER and the employees and the UNION.

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

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

ARTICLE 1

RECOGNITION

Section 1. Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the EMPLOYER does hereby recognize the UNION as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the EMPLOYER included in the bargaining units described as follows:

UNIT: All full-time and part-time employees of Saginaw Community Hospital, including unit secretaries and students who work on a regular basis, but excluding seasonally employed students, professional employees, licensed pharmacists, registered nurses, technical employees, x-ray technicians, laboratory technicians, licensed practical nurses, physical therapy technicians, occupational therapy technicians, office clerical employees, receptionists, typists, addressograph operators, medical dictaphone operators, mail clerks, business office employees, purchasing, payroll department, medical records department, secretaries, bookkeeping machine operators, Xerox machine operators, telephone operators, general and accounting, information employees, nursing administration supervisors and executives.

With respect to the seasonally employed students, it is agreed that they will not exceed thirty (30) in number during any one (1) year and that the period of their employment will be confined to those months during the year when schools, colleges and universities are normally not in session. However, in no case will the period of employment of these seasonally employed students exceed ninety (90) days. The HOSPITAL will furnish the UNION with a list of all seasonally employed students within the bargaining unit as they are hired.

It is understood that the provisions of this Agreement do not apply to such students.

ARTICLE 2

AID TO OTHER UNIONS

The EMPLOYER will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreements with any such group or organization with respect to the employees covered hereby, for the purpose of undermining the UNION.

ARTICLE 3

UNION SECURITY

Section 1. Employees covered by this Agreement at the time it becomes effective, and who are members of the UNION at that time, shall be required, as a condition of continued employment, to continue membership in the UNION or pay a service fee to the UNION equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

Section 2. Except for those employees who have never joined the UNION since the date of the first contract between EMPLOYER and the UNION (dated May 5, 1969), employees covered by this Agreement who are not members of the UNION at the time it becomes effective shall be required, as a condition of continued employment, to become members of the UNION or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Section 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required, as a condition of continued employment, to become members of the UNION or pay a service fee to the UNION equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit. The HOSPITAL will neither encourage nor discourage new employees from joining the UNION.

ARTICLE 4

UNION DUES AND INITIATION FEES

Section 1. Payment by Checkoff. Employees shall tender the initiation fee, monthly membership dues or service fee, by signing the Authorization for Checkoff Fees form. The EMPLOYER agrees to deduct Union membership dues for those authorizing same as they are levied in accordance with the Constitution and Bylaws of the UNION and from the pay of each employee who executes the authorization therefor. The form to be utilized for the Authorization for Checkoff of Fees shall be provided to the HOSPITAL by the UNION.

Section 2. When Deductions Begin. Checkoff deductions under all properly executed Authorization for Checkoff of Fees shall become effective at the time the application is signed by the employee, and shall be deducted from the second pay of the month, and each month thereafter.

Section 3. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designated by the designated financial officer of Michigan Council #25, A.F.S.C.M.E., AFL-CIO, with an alphabetical list of names of all employees from whom deductions have been made no later than the fifth day of the month following the month in which they were deducted.

The EMPLOYER shall additionally indicate the amount deducted and notify the financial officer of the Council of the names of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

Section 4. Dispute Concerning Membership. Any dispute concerning membership, any dispute arising as to an employee's membership in the UNION shall be reviewed by the designated representative of the EMPLOYER and a representative of the Local Union, and if not resolved, may be decided at the final step of the grievance proceedings.

ARTICLE 5

UNION REPRESENTATION

Section 1. Employees covered by this Agreement shall be represented by stewards as follows:

Food and Nutrition Services Department - 2
Housekeeping Department - 2
Maintenance Department - 1
Nurse Assistants and Unit Secretaries - 2 on first shift
Nurse Assistants - 2 on second shift
Nurse Assistants - 2 on third shift

On each of the shifts, one (1) steward shall be from the Rehabilitation Building and the others from the Main Building. Stewards once assigned as such, shall not, during the term of their office, be permanently transferred from one building to the other. Temporary transfers as defined in Article 11, Section 1, shall be permitted, however.

In the absence of a steward, the Chapter Chairman may appoint an alternate steward by notifying the steward's immediate supervisor by telephone, or in person.

Section 2. The UNION shall notify the HOSPITAL, in writing, of the names of all Union officers and stewards, and the HOSPITAL will only be required to recognize those persons named on the latest list so furnished. The HOSPITAL will provide the UNION with an up-to-date list of persons to whom grievances should be submitted. No employee may serve as steward or officer until he has completed his probationary period.

Section 3. The HOSPITAL will grant a necessary and reasonable amount of time off, during working hours and with pay for lost time, to Union stewards and/or Union officials who must necessarily be present for direct participation in grievance adjustments. Such persons must receive permission from their immediate supervisor to leave their work stations and must report back promptly when their part in the grievance adjustment has been completed. Should an aggrieved employee desire the presence of a steward and/or union officer so as to informally discuss an alleged grievance with his immediate supervisor, as provided for in Article 7, Section 3, the immediate supervisor shall, as promptly as possible, provide for the steward and/or union officer to be present.

An employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments, or makes any other use of such time away from his work station, shall be subject to disciplinary action.

Should it become necessary in investigating a grievance to discuss same in private, the steward may request that a private room be made available for such discussion. Upon such proper request, of the Manager, Employment and Labor Relations on the first shift, and the Night Supervisor on the second and third shifts, the HOSPITAL shall make available such private room.

Section 4. Non-employee representatives of the UNION shall be permitted to enter the hospital premises for matters in connection with the grievance procedure and administration of this Agreement and special conferences, provided that he shall first give prior notification to the Hospital Administration. If it is necessary for such representative to confer with an employee during their normal working hours, suitable arrangements will be made for replacement so as not to unreasonably disrupt the employment of the employees involved.

Section 5. The EMPLOYER will not pay any steward or other union representative for time spent on grievance procedure if it does not take place on the hospital premises, except for arbitration.

Section 6. The Bargaining Committee. For the purposes of collective bargaining, neither the Hospital Administration nor the union committee shall be represented by more than seven (7) persons each, in addition to either the union's Council or International Representative and the Hospital's attorney.

Section 7. The union president (or his designated representative) will be scheduled for up to one-half ($\frac{1}{2}$) hour to meet with all newly hired employees in bargaining unit positions during the scheduled hospital general orientation session.

Section 8. The UNION shall have one seat on the HOSPITAL's Safety/Risk Management Committee. This seat shall be filled by appointment of the HOSPITAL's President and CEO, or his designate, from among two (2) names submitted by the Union in accordance with standing committee appointment procedures.

ARTICLE 6

SPECIAL CONFERENCES

Section 1. Special conferences for important matters, including safety, will be arranged between the Chapter Chairman and the EMPLOYER or its designated representative, upon the request of either party, but not more often than once per month, unless mutually agreed to by the parties. Such meetings shall be between at least two (2) but not more than three (3) representatives of the UNION and at least two (2) but not more than three (3) representatives of the EMPLOYER. Arrangements for such special conferences shall be made in advance, and a specific agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. The matters taken up in special conference shall be confined to those included in the agenda, except that matters involving safety may be discussed without being on the agenda. Such conferences shall not exceed two (2) hours in duration, and shall be held at mutually agreed upon times. The members of the UNION shall not lose time or pay for time spent in such special conferences. This meeting may be attended by the representative of the Council and/or a representative of the International Union, and an outside representative of the HOSPITAL if desired.

Section 2. The union representative may meet at a place designated by the EMPLOYER on the employer's property for at least one-half hour immediately preceding the conference described in **Section 1** above.

ARTICLE 7

GRIEVANCE PROCEDURE

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

and provisions of this Agreement, or applicable state or federal labor or employment statute.

Any grievance presented in writing by the UNION shall be answered in writing by the EMPLOYER. A grievance presented in writing by the UNION shall set forth:

- (A) who is affected
- (B) what happened
- (C) when it happened
- (D) where it happened
- (E) what sections of the contract have been allegedly violated
- (F) what adjustment is requested

Section 2. In order to be a proper subject for the grievance procedure, a complaint must be submitted within ten (10) days of the occurrence of the event upon which it is based, or within ten (10) days from the date the grievant should have known of the occurrence of such event.

Provided, however, that grievances involving errors in employee pay-checks (vacation pay, sick day pay, etc.), be it an over payment or an under payment, may be filed within thirty (30) days in order to give either party sufficient time to obtain the facts and correct the error.

Section 3. In the event a complaint cannot be resolved by informal discussion between the employee, his steward and his immediate supervisor, the matter will be resolved in the following manner:

Step 1. The grievance shall be submitted in writing by the steward and/or the aggrieved employee to the immediate supervisor. The immediate supervisor will return his answer within five (5) days.

Step 2. If the immediate supervisor's answer is not satisfactory, the steward may, within five (5) days of the immediate supervisor's answer, submit the grievance in writing to the department head, along with the reasons he does not consider the first step answer satisfactory. The department head shall return his answer within five (5) days.

Step 3. If the department head's answer is unsatisfactory, the steward and the Chapter Chairman may, within five (5) days, submit the grievance in writing to the President & CEO (or his designate). Within five (5) days, a conference shall then be held between the steward, the Chapter Chairman and if desired, the Union International Representative. The HOSPITAL at this step shall be represented by the department head, the immediate supervisor and the President & CEO (or his designate). The President & CEO (or his designate) shall then return his answer on said grievance within seven (7) days from the date of such conference.

Step 4. If the answer of the President & CEO fails to resolve the grievance at Step 3, the UNION and the HOSPITAL may, if mutually agreed, appeal the grievance to the State Mediation Service within fifteen (15) days after the EMPLOYER's third step answer. The Mediator shall only have the power to recommend a settlement to the HOSPITAL and the UNION.

If the matter is not settled at the mediation step (in the event such a step is elected), the UNION shall notify the Manager of Employment & Labor Relations of their intent to proceed with binding arbitration in accordance with procedures outlined below. (Step 5)

Step 5. The UNION shall, within thirty (30) days after the EMPLOYER's third step answer, or the nonbinding decision of the State Mediator (should such option be elected) submit any unresolved grievance to arbitration in accordance with the rules of the American Arbitration Association. Neither party shall be permitted to assert in such arbitration proceeding any issues which have not been set forth in the original grievance. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. An arbitration hearing will be held at which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the UNION and the HOSPITAL. Provided, however, that in the event either party cancels/withdraws/adjourns a scheduled arbitration within forty-eight (48) hours of said arbitration, that party shall be responsible for all costs associated with the appearance of the Arbitrator.

Grievance forms shall be signed by the representative of each party in each grievance level. The fact that the grievance form is signed means an acknowledgment of discussion, not necessarily a settlement.

Section 4. A grievance not advanced to the next higher level within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer last given to it. A grievance not answered within the time limit provided shall be considered as having been settled in favor of the grievant. Time limits may be extended by mutual agreement, reduced to writing.

Section 5. For the purpose of the grievance procedure, a "day" shall be deemed to mean Monday through Friday, exclusive of legal holidays recognized by this Contract, and the day on which action is taken shall not be part of any time limit provided.

Section 6. Representatives of the UNION will not be allowed access to an employee's personnel file unless the HOSPITAL has received written authorization from the employee.

Section 7. All bargaining unit employees participating in formal grievance resolution procedures, i.e., grievance step meetings and arbitration hearings, are required to notify their immediate supervisors of their need to attend scheduled grievance procedure meetings at least twenty-four (24) hours prior to such meetings.

ARTICLE 8

DISCHARGE AND DISCIPLINE

Section 1. Notice of Discharge and Discipline. The EMPLOYER agrees, promptly upon the discharge or discipline of an employee, to notify in writing the Local President, if an employee of the HOSPITAL, the Chapter Chairman and the steward in the department of the discharge or discipline. Such written notice shall contain specific reasons for discharge or discipline. Prior to the discharge or discipline occurring, the EMPLOYER will make available to the steward, or an officer of the UNION, a private room where they may meet and discuss the matter. A request to have such private room available shall be made of the Manager, Employment and Labor Relations on the first shift and the Night Supervisor on the second shift and third shift.

Section 2. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward or an officer of the UNION, and the EMPLOYER will make available a private room where he may do so before the discipline is imposed. Upon request, the EMPLOYER or his designated representative will discuss the discharge or discipline with the employee and the steward or the union officer if no steward is available. A request to have such private room available shall be made of the Manager, Employment and Labor Relations or on the first shift and the Night Supervisor on the second and third shift.

Section 3. Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the steward consider the Employer's actions to be improper under the contract, a grievance may be filed at Step 2 of the grievance procedure for non-discharge disciplinary action cases; or at step 3 of the grievance procedure for employment discharge cases.

Section 4. No violation or infraction by an employee of the employer's rules shall be considered by the EMPLOYER in effecting discharge or discipline where the same shall have occurred more than two (2) years prior to the time of the violation or infraction which gives rise to the subject of discharge or discipline; provided, however, in the event of arbitration, the arbitrator may consider the entirety of the employee's work record with the EMPLOYER where the same is relevant to the reasonableness of the discharge or discipline imposed by the EMPLOYER.

ARTICLE 9

SENIORITY

Section 1. Definition. An employee covered by this Agreement who has completed the probationary period hereinafter set forth, following his most recent date of hire, and has thereafter continuously worked for the HOSPITAL, except where authorized to be absent according to the terms of this Agreement, shall have hospital-wide seniority as of the most recent date of hire. The seniority date for those individuals originally employed as seasonal students will be the most recent date said individual becomes

employed as a regular full or part-time employee. Seniority shall be applied only as specifically set forth in this Agreement, and such seniority arises from this Agreement and terminates with this Agreement. Seniority rights shall prevail only in cases where the employees involved in the layoff or other exercise of seniority have the ability to perform the work available, with a minimum amount of training, if necessary. In the evaluating of ability, the HOSPITAL may consider training, experience, and work record.

Section 2. Seniority List. During the period of their negotiation of this Agreement, the parties have agreed upon and signed, and each party has retained a copy of the list showing the name, job title and the above defined seniority date of each employee covered thereby. The parties agree that such list is correct as of the date of this Agreement. The HOSPITAL has posted a copy of the list on the bulletin board.

Every ninety (90) days after the date of the initial posting, during the term of this Agreement, the HOSPITAL will post on the bulletin boards, and will furnish sufficient copies to the UNION for distribution to its officers and stewards a seniority list revised up to one (1) week prior to the date of its posting.

It shall be the responsibility of each employee to check each such revised list to notify the HOSPITAL's Manager, Employment and Labor Relations, in writing, of any alleged error therein. The employee and the Manager, Employment and Labor Relations shall promptly try to settle such a question as to the correctness of posted seniority. The Manager, Employment and Labor Relations shall promptly, and in writing, notify the UNION's recording secretary of any corrections so made in an employee's seniority. If the question is not settled, the employee may refer it to Step No. 2 of the grievance procedure. If he does not do so within five (5) working days after his discussion with the Manager, Employment and Labor Relations, his seniority shall deem to be correct as posted. The HOSPITAL shall be entitled to rely upon the seniority as posted at that time.

Section 3. Probationary Employees. An employee shall be considered to be on probation and he shall not be entitled to any seniority until he has completed ninety (90) days worked of regularly scheduled employment after his last date of hire. The probationary period for those individuals originally employed as seasonal students will commence as of the date they are employed as regular full or part-time employees. Such probationary days worked shall be accumulated within not more than three hundred sixty (360) calendar days. Unless otherwise specified herein, such probationary employees shall earn but not be entitled to use employee fringe benefits until the completion of his probationary period.

The UNION reserves the right to represent a probationary employee with respect to rates of pay, wages, hours of employment, and other working conditions, but will not question any discharge or discipline of such employee for other than Union activity.

For all purposes contemplated by this Agreement, a person shall be deemed an "employee" only upon and as of the time that he initially commences to actually render or perform services for the HOSPITAL. For the purposes of this Article, the term "date of hiring" shall mean the time upon or at which a person initially commences to actually render or perform services for the HOSPITAL.

Section 4. Seniority Status. Upon an employee's completion of the probationary period, he shall be placed on the seniority list as of the date of his last hire. When more than one employee is hired on the same date, seniority will be determined by the employees' last four (4) digits in their respective Social Security numbers. The lower the number, the higher the employee would appear on the list.

Section 5. Seniority of Stewards and Union Officers. Notwithstanding their position on the seniority list, the Unit Chairman, the Secretary-Treasurer, and the stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their department which they can perform.

Section 6. Seniority of Employee Transferred from the Bargaining Unit. An employee promoted or transferred from a job classification in the bargaining unit, either before or after certification of the UNION, to a supervisory position shall retain the seniority he had at the time of such promotion or transfer and shall continue to accumulate seniority while he is in such supervisory position for a period of one (1) year. Such employee shall have the right to return to the bargaining unit and be placed on the job to which his seniority would entitle him if his employment with the HOSPITAL has remained unbroken.

ARTICLE 10

LOSS OF SENIORITY

Section 1. An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list in the event:

- (A) He is discharged for proper cause not reversed through the grievance procedure;
- (B) He quits;
- (C) He retires, or is retired, under any Hospital retirement plan;
- (D) He dies;
- (E) He is laid off for a period equal to his seniority at the time of layoff or for a period of one (1) year, whichever is the shorter period;

- (F) He gives false reason for obtaining a leave of absence;
- (G) He takes up other employment during his leave of absence, other than Union business;
- (H) In the event an employee is unable to report for work, he must notify the HOSPITAL, on a daily basis if necessary, until such time as a definite period of absence in excess of one (1) scheduled shift is reported, and thereafter as necessary to keep the HOSPITAL advised as to ability to work on any scheduled workday. Such notification of inability to report for work shall be made at least one-half ($\frac{1}{2}$) hour before the employee's normal starting time on the first shift, and at least one (1) hour before the employee's normal starting time on the second and third shift. Such reports shall be made to the HOSPITAL switchboard. All employees must provide the switchboard with the following information when notifying the HOSPITAL of their inability to report for work: name, department, immediate supervisor, starting time, telephone number where employee can be contacted, and reason for not reporting. The individual at the switchboard will note the time of the telephone call, their name and will also provide the employee with a code number which may be utilized at a later date (no longer than seven (7) calendar days) to verify the call. This information will be kept in duplicate form with one (1) copy thereof being given to the employee's immediate supervisor and the other to the Hospital's Employment Office.

Except for emergency situations which prevent an employee from calling the HOSPITAL, any violation of this reporting procedure, as well as the giving of an unacceptable reason for being unable to report for work, will constitute an unauthorized leave of absence. The HOSPITAL will notify an employee within seven (7) calendar days if it deems an excuse unacceptable and the absence unauthorized, as well as notifying the employee of his failure to report. In the event an employee fails to report on three (3) separate occasions within one (1) year, or has three (3) unexcused absences within one (1) year, said employee will lose all seniority.

- (I) He is absent from work, without permission for three (3) successive workdays ("successive workdays" being understood to include workdays surrounding a period of scheduled time off, but not to include the period of such time off itself). If the employee's absence is on account of illness or injury or other reason beyond his control, he shall retain his seniority if he has notified the Hospital's Employment Office or the Nursing Supervision by telephone or telegraph, or receipted mail, received prior to the expiration of his third successive day of absence from work. It is recognized that the HOSPITAL may require substantiating the reason given by an employee. If it is not substantiated promptly upon the request of the Employment Office, to the satisfaction of the Manager, Employment and Labor Relations, the HOSPITAL may determine that the employee's loss of seniority

shall stand and the employee may appeal the HOSPITAL's determination to the grievance procedure, beginning at Step No. 2.

- (J) He has been guilty of abuse of absenteeism or violation of the leave of absence provisions of this contract.
- (K) He fails to return from a leave of absence on the first scheduled workday following the date of expiration of leave unless the employee is prevented from returning because of an emergency and has so notified the HOSPITAL at his first opportunity.

ARTICLE 11

APPLICATION OF SENIORITY

For the purpose of this section, seniority shall be defined as the employee's date of hire at Saginaw Community Hospital in a position covered by this Agreement. Seniority may be exercised only after completing the probationary period and in the following situations, or as otherwise described in this Agreement.

Section 1. Temporary Transfers. A temporary transfer occurs when an employee is transferred from his own classification to another classification, or within his classification to another shift, for a period not to exceed fifteen (15) consecutive workdays. The most junior qualified employee shall be selected for a transfer unless a more senior qualified employee promptly requests the transfer. An employee who believes he has been temporarily transferred too often may raise the matter in the grievance procedure beginning at Step No. 2.

Employees temporarily transferred

1. to a lower paying job, shall receive their regular rate of pay;
2. to a higher paying job, shall receive the rate of the higher job for such shift if he has performed more than one-half ($\frac{1}{2}$) thereof in such higher classification;
3. away from a premium paying shift, shall retain the premium pay.

Section 2. Dual Classification Assignments. Dual classification assignments are positions within a job classification which are routinely filled for relief purposes by other employees from the same department who occupy a different job classification. The pay rate for hours worked in a dual classification assignment shall be the proper step of the pay classification of the position being relieved or the employee's regular classification rate, whichever is greater. Payment of paid time-off hours, if any, shall be at an employee's actual average base pay rate based upon the average of time worked by the employee in both classifications during the immediately preceding January 1st through June 30th or July 1 through December 31st period.

Section 3. Physical Disability Transfers. When an employee cannot perform the work of his normal classification because of a physical disability, the HOSPITAL may, rather than terminating his service, transfer such employee to another classification which the employee is physically capable of performing.

Section 4. Permanent Transfers/Job Bidding. Permanent transfers occur when an employee bids to fill a posted vacancy. The HOSPITAL shall post for five (5) consecutive workdays on the recognized bulletin board in the HOSPITAL (or in the department for dual classification assignments) jobs which have been filled for fifteen (15) consecutive workdays by temporary transfer and any vacancy in a permanent job covered by this Agreement.

An employee desiring to fill a posted job vacancy shall sign the posting. An employee who would be off from work for any reason, at a time when he thinks that a posting of a job in which he would be interested might be made, shall give written notice of his interest in the HOSPITAL's Employment Office before he leaves. After the end of the posting period, an employee may not bid, regardless of his reason for failure to bid during the posting period.

The HOSPITAL shall consider the ability of an employee to meet the minimum qualifications of the job bid for and seniority. In evaluating ability, the HOSPITAL may consider training, experience and work record. The most senior employee who possesses the ability to meet the minimum requirements of the job shall be awarded the position.

During his first forty (40) working days on the job he has successfully bid for, an employee may elect to return to his former job if he so desires. If the job is thus vacated, the HOSPITAL may, at its option, select another bidder from the posting or re-post the job. After such forty (40) day period on the job, an employee's seniority shall be transferred to the classification of the job. The employee shall be considered on a trial basis for the first forty (40) working days on the job; and if he does not perform satisfactorily, the HOSPITAL may return him to his former classification and select another bidder from the posting, or re-post the job.

After an employee's successful transfer to a job for which he has bid, he shall be ineligible to bid for another posted job until he has served on the job obtained by bidding for five (5) months. However, if the job for which he desires to again bid would be a promotional transfer, he shall be eligible to bid.

If any open job cannot be filled through the methods above provided, the HOSPITAL may, at its option, either select or train an employee for the job, or hire in an employee to fill it.

Section 5. Layoffs and Recalls. The word "layoff" means a reduction in the working force due to a decrease of work or a lack of funds.

If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first; and thereafter

seniority employees will be laid off according to seniority as defined in this Agreement. In all cases where an employee, through seniority, may choose to replace the most junior employee in another classification, he must have the experience and ability to perform such work.

Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The UNION shall receive a list from the EMPLOYER of the employees being laid off on the same date the notices are issued to the employees.

When the working force is increased after a layoff, employees will be recalled according to seniority as herein defined. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to notify the HOSPITAL of his intention to return to work within three (3) days from date of mailing of notice of recall, and then fails to report for work within seven (7) days, he shall be considered a quit.

If a person recalled is not readily available within a twenty-four (24) hour period, the HOSPITAL may call in the next employee in line and they shall be given a minimum of five (5) days worked, after which the proper person may report to work. Full-time employees who are in layoff status may, at the employee's option, elect part-time work without affecting their full-time recall rights.

ARTICLE 12

REINSTATEMENT OF VETERANS

The reemployment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

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

ARTICLE 13

LEAVES OF ABSENCE

Section 1. Sick Leave. A leave for sickness will be granted by the HOSPITAL for a period not to exceed thirty (30) days upon receipt of a doctor's slip, unless the doctor's slip specifically states the amount of time a person must be absent. Seniority, for those who have completed their probationary period, shall accumulate during the first nine (9) months and shall be retained thereafter up to but not in excess of length of seniority. Before returning to work, the employee must submit a doctor's statement indicating that the employee is capable of returning to work.

Section 2. Public Office Leave. An employee who is elected or appointed to any public office, the fulfilling of the duties of which necessitate the leave of absence, shall be granted a leave of absence for the term of his office, provided that such leave may be granted without violation of any applicable law and provided, in any event, such leave will automatically expire after eight (8) years. Application for such leave shall be made to the Employment Office and shall be accompanied by a reasonable authentication of the employee's election or appointment.

Section 3. Personal and/or Educational Leaves. Personal or educational leaves of absence without pay for reasons other than specifically provided for elsewhere in this Agreement, but not for the purpose of seeking, or securing work elsewhere, may be granted by the HOSPITAL upon written application therefor. Such leaves will be initially granted for not more than one (1) year. Such leaves may be extended for like cause with the approval of the HOSPITAL. The employee agrees, during such leave, to keep the HOSPITAL informed of any change of his status or condition. Other than the accumulation of seniority during such approved leave, no other fringe benefits shall accrue to the employee. Assuming the employee has met the conditions of this Section, he may, following the completion of such leave, return to his own classification in which he was working at the time the leave was taken. If, because of credits obtained during his educational leave, such employee feels he is qualified for another classification, he may apply therefor and will be given due consideration by the HOSPITAL, based upon its needs in that classification at the time, his qualifications and work record.

Personal leaves of absence shall be granted by the HOSPITAL to an employee for the purpose of attending to a sick spouse, child or parent in accordance with the provisions set forth in the above paragraph. Time spent on such leave shall not count toward vacation credits.

Section 4. Union Business Leave. An employee covered by this Agreement who is elected or appointed to a full-time office in the UNION, the fulfillment of the duties of which require a leave of absence, shall be granted a leave of absence for his term of office, not to exceed in any event two (2) years. Request for such leave shall be submitted to the Employment Office by an Officer of the International Union or of the Council.

Any other Union business leave of absence shall be granted for the period of service for the UNION, provided, however, that not more than two (2) employees shall be on such leave at any one time, that such leave shall not exceed two (2) calendar weeks in duration, in any one (1) year, and that the leave shall be requested two (2) weeks in advance, if possible, to permit the HOSPITAL adequate time to cover the work of the employee(s) for whom leave is requested. A request for such leave for Union business shall be in writing, shall be submitted to the Hospital's Employment Office and shall state the general purpose for which such business leave is requested.

With two (2) weeks advance written notice, scheduling arrangements will be made by the employer to permit elected union officials (i.e., Chapter Chairman, Vice-Chairman, Secretary, Treasurer) to attend regularly scheduled monthly Local 933 membership meetings, not to exceed twelve

(12) meeting days per year. If such meeting days cannot be granted as regularly scheduled off days, these employees may request and will be granted up to one-half ($\frac{1}{2}$) of the regularly scheduled work shift as authorized time off without pay to attend the monthly union meeting.

Seniority shall be retained and accumulated during the period of the Union business leave of absence.

Section 5. Funeral Leave. In the case of death in the immediate family, the employee will be granted a leave of absence, with pay, at his then existing hourly rate, for a period of three (3) consecutive scheduled workdays. Immediate family shall include, and be limited to, the employee's father, mother, children, brothers, sisters, husband, wife and parents of spouse.

In the case of death of the employee's grandparent, grandchild, son-in-law or daughter-in-law, the employee will be granted a leave of absence with pay at his then existing hourly rate for a period not to exceed one (1) day.

The Chapter Chairman shall be allowed up to one (1) day with pay at his regular hourly rate for the purpose of attending the funeral of an active Union employee who died while in service of the HOSPITAL. The intent of this provision is to provide paid time off for the exclusive purpose of attending such funeral, and if the funeral is scheduled so that the Chapter Chairman would only miss one-half of that workday, he will be expected to report for work for the other one-half of such workday.

Proof of death may be required by the HOSPITAL in the form of a newspaper clipping, death certificate or obituary notice. The following conditions must be met to qualify for such funeral leave:

- (A) The foregoing shall not apply unless the employee attends the funeral.
- (B) Such funeral leave shall not be applicable if the death in the immediate family occurs while the employee is on vacation or on any type of leave.

If the funeral takes place more than five hundred (500) miles from Saginaw and the employee meets all other qualifications herein set forth, the leave may then run for an additional one (1) day period.

Additional time beyond that provided above, caused or needed for the purpose of travel, arranging family affairs, estate problems, etc. may be obtained, without pay, by using the provisions of Section 3 of this Article for Personal Leave.

If an employee is notified of the family member's death while at work, and he has worked four (4) hours or more of that shift, if such employee leaves work before the end of the shift, he will be paid for the balance thereof and it shall not be charged to the funeral leave. If such employee has worked less than four (4) hours of the shift when he leaves, the employee shall be paid for that day but the full day shall be charged to funeral leave.

Section 6. Benefits. During any leave of absence, no fringe benefits shall be paid or accrue to an employee, nor shall seniority accumulate, except as may be otherwise provided for in this Agreement.

ARTICLE 14

INSURANCE

Section 1. Hospitalization Insurance. The HOSPITAL will maintain, at its expense, its Blue Cross/Blue Shield Plan (including Master Medical Option 4) for all employees, to include MVF-1 for employees and dependents where applicable. Hospital insurance coverage shall become effective on the first day of the calendar month after the employee has completed thirty (30) days of employment even though he may still be in the probationary period.

The HOSPITAL has the option of maintaining an equivalent hospitalization plan, either underwritten by another insurance carrier or self-funded by the HOSPITAL, provided any change from the current Blue Cross/Blue Shield plan shall be subject to the consent of the UNION. Such consent will not be arbitrarily withheld.

Eligible employees may elect coverage under the HOSPITAL's group agreements with either HealthPlus of Michigan or Blue Care Network, health maintenance organizations, as an alternative to coverage under the aforementioned hospitalization plan. Where the premium cost of either HealthPlus or Blue Care Network coverage exceeds that of the equivalent Blue Cross/Blue Shield coverage, employees will be responsible to pay such excess cost by payroll deduction.

Section 2. Life Insurance. The HOSPITAL will maintain in force its life insurance program (face value of \$5,000.00), the details of which are explained in the insurance booklet which is incorporated herein by reference.

Section 3. Sickness and Accident Insurance. The HOSPITAL will maintain in force a sickness and accident insurance program, with maximum weekly benefits as follows:

| | | |
|----------------------------|---|-------------------------|
| Effective March 1, 1989 | - | \$110.00 weekly benefit |
| Effective November 1, 1989 | - | \$115.00 weekly benefit |
| Effective November 1, 1990 | - | \$120.00 weekly benefit |

The same limitations, however, of benefits as related to earnings, will apply as in the past. The details of such a plan are explained in the insurance booklet which is incorporated herein by reference.

Section 4. Paid Hospitalization Insurance for Retirees. Effective July 1, 1973, fully vested, non-deferred retirees under the HOSPITAL's pension plan shall remain eligible for hospital paid healthcare insurance, including spouse and eligible dependent coverage. Retiree hospitalization plan coverage shall be limited to Medicare supplemental benefits once a retiree, retiree's spouse or eligible dependents become entitled to Medicare coverage.

Employees retiring on or after November 1, 1978, and who meet the retirement conditions set forth above shall have a \$2,000.00 life insurance policy provided for them by the HOSPITAL.

Section 5. Dental Insurance. For all eligible employees covered by this Agreement who elect to be covered thereby, the HOSPITAL will pay 100% of the premium costs for a dental insurance program which includes dependent coverage where applicable. Employees will be eligible for said dental insurance coverage following one (1) year of continuous full-time employment with the HOSPITAL.

Said dental insurance plan will provide for 100% preventative, 80-20 restorative, with a maximum of \$750.00, and no duplication of benefits. The full details of such plan are set forth in an insurance booklet which is incorporated herein by reference.

Effective 11/1/86, and with the exception of "major services", 80-20 restorative benefits shall be increased to 90-10 coverage.

Section 6. For all employees who are eligible and are covered under the provisions of this Article, the HOSPITAL will continue premium payments for hospitalization, life and sickness and accident, and dental insurance where applicable, as follows:

- (A) Layoff - through end of premium period month in which layoff occurs.
- (B) Sick Leave - employees with less than one (1) year seniority, through end of premium month in which leave occurs plus one (1) additional month; one (1) but less than two (2) years of seniority, through end of premium period month in which leave occurs plus four (4) additional months; two (2) years or more of seniority, through end of premium period month in which leave occurs plus six (6) additional months.
- (C) Workers Compensation Leave - employees with less than one (1) year seniority, through end of premium period month in which leave occurs plus two (2) additional months; one (1) but less than two (2) years seniority, through end of premium month in which leave occurs plus six (6) additional months; two (2) years or more seniority, through end of premium month in which leave occurs plus eight (8) additional months.
- (D) Personal Leaves - for those employees with two (2) or more years of seniority who have received a leave for the purpose of attending to a sick spouse, child or parent - through end of premium period in which leave occurs plus one (1) additional month.

The provisions in the within section shall become effective for all employees as of January 1, 1980. Employees employed prior to January 1, 1980, may elect in writing not to be covered thereby and may so elect to have premium payments continued under the above enumerated circumstances for such duration as shall be in the sole and absolute discretion of the President & CEO of the HOSPITAL.

Section 7. When an employee returns from layoff or leave of absence, and his insurance coverage has ceased, he shall be covered beginning with the first monthly premium period following his return to work.

Section 8. Employees with seniority may make arrangements with the HOSPITAL for continuation of insurance coverage by making their own payments of premiums directly to the HOSPITAL, to the extent this practice is permitted by the group insurer.

ARTICLE 15

UNION BULLETIN BOARD

The HOSPITAL will provide a suitable bulletin board that may be used by the employees for posting notices of the following types:

- (A) Notices of recreational and social events.
- (B) Notices of elections.
- (C) Notices of results of elections.
- (D) Notices of meetings.

Any other form of notices which the UNION desires to post must be submitted for approval first to the HOSPITAL's Manager, Employment and Labor Relations, or his designee.

A second (2nd) bulletin board shall be placed in the Rehabilitation Building.

ARTICLE 16

WAGES

Section 1. The employees employed in the job classifications set forth in the attached Appendix A shall be paid the wages set forth therein during the term of this Agreement. Said Appendix A reflects the increases granted, and to be granted, during negotiations for this contract.

For any employee to earn the increment on the next step of longevity, only actual days worked or authorized paid time off shall count for

purposes of arriving at the said step. Authorized paid time off shall mean vacation, holiday/personal days, jury duty, and funeral leave. Additionally, up to a maximum of twelve (12) sick days per anniversary year shall be credited as "days worked" for wage progression purposes. Employees who volunteer at management request to reduce their work hours/workdays from the current schedule shall receive credit for the reduced work hours/workdays as time worked for wage progression purposes. For wage progression purposes, a workday shall be defined as any day on which a minimum of three and one-half (3.5) hours are worked.

Section 2. Rates for New Jobs. When a new job is placed in a unit and cannot be properly placed in an existing classification, the EMPLOYER will notify the UNION prior to establishing the rate for same. In the event the UNION does not agree that the rate is proper, it shall be subject to negotiation. Until the new rate is negotiated or decided upon, the HOSPITAL may fill the classification on an interim basis.

Section 3. When an employee goes from one classification to another by virtue of promotion, job bidding or exercise of seniority, the employee will always hold his own rate and be given credit on the new job for HOSPITAL length of service on the progression schedule.

ARTICLE 17

JURY DUTY

The HOSPITAL will grant jury duty pay as follows: To a maximum of four (4) weeks per employee per year, the HOSPITAL will pay the difference between the employee's pay for jury duty and his earnings for a regular straight time eight (8) hour day for each day actually spent in jury duty. If, when an employee reports for the jury panel, he is not elected for duty that day, the employee shall return to work as promptly as possible and only that portion of the day missed will be supplemented by the HOSPITAL. Only the time missed from work and for which pay is supplemented will be charged against the employee's four (4) week per year allowance. A first shift employee will be required to report back to work only if he is capable of returning to perform one-half of his shift. In order to receive jury duty pay, the first shift employee will be required to present to the HOSPITAL, verification from the Court of his time of dismissal. A second or third shift employee who serves more than four (4) hours in one day on jury duty shall not be required to report for work the shift immediately following the day of such duty and shall receive the jury pay supplement provided for in this Article.

ARTICLE 18

DISTRIBUTION OF OVERTIME

Section 1. The UNION and the HOSPITAL jointly recognize that the care and welfare of the Hospital's patients require service on a seven (7) days per week, twenty-four (24) hours per day basis. Within this requirement, the HOSPITAL will seek to maintain work schedules that simul-

taneously recognize this responsibility as well as avoid excessive demands upon employee stamina and avoid overtime work whenever possible.

Section 2. When overtime work is unavoidable, it shall be distributed as equally as practicable among employees who are properly classified and usually and normally perform the work available. Employees who are offered the opportunity to work overtime, but who do not choose to work, shall be credited with such overtime hours for equitable distribution purposes.

Section 3. In an instance when Hospital management exhausts all reasonable alternatives to either avoid scheduling work on an overtime basis, or meet overtime work demands under Section 2 of this Article, overtime work shall be assigned to the least senior employee properly classified to perform the overtime work. Such assigned overtime is a last resort, and shall not be scheduled by management on an arbitrary or capricious basis. An employee who refuses to work such assigned overtime shall be subject to disciplinary action unless specifically excused in writing by the employee's department head.

Section 4. If more employees are needed for overtime work than are available in the affected department or classification, the HOSPITAL can use other employees for such work not inconsistent with the terms of this Agreement.

ARTICLE 19

EXTRA HOURS

All extra pre-scheduled full shifts will be offered to the most senior part-time employee first. Employees will have the basic ability to perform the job assignment. The employer may pay overtime in lieu of distributing hours to part-time employees.

ARTICLE 20

ON-CALL PERSONNEL

On-call employees will work only entry level positions in increments of full shifts except where regular employees will not take higher assignments. The employer shall assign regular employees based on availability and basic ability to perform work assignment.

ARTICLE 21

UNIFORMS

Employees will furnish and launder their own uniforms in accordance with specifications as to color, style and material laid down by the HOSPITAL. Employees must report to work in clean and presentable uniforms at all times.

ARTICLE 22

CALL-IN PAY

Employees called in at other than their regular shift after they have left the premises, shall be granted at least four (4) hours work or four (4) hours pay.

ARTICLE 23

DRUGS AND PRESCRIPTIONS

Drugs will be available from the Hospital Pharmacy at the HOSPITAL's cost, plus tax, for employees and their immediate families living in the same household.

ARTICLE 24

PENSIONS

The HOSPITAL will continue in force the Michigan Municipal Employees Retirement System plan - Benefit C-1. Effective November 1, 1989, total funding of said plan shall be the responsibility of the EMPLOYER.

ARTICLE 25

MANAGEMENT RIGHTS

Section 1. Except as abridged by the terms of this Agreement, the HOSPITAL retains the sole right, and shall have a free hand to manage and operate its Hospital and business; to maintain order and efficiency in its operation; to hire, layoff, assign, transfer and promote employees; to exercise control of all its properties and equipment; to install, streamline, modify or change methods of operations, "work schedules" and equipment; to reprimand, discipline, suspend, layoff and discharge employees for cause. The HOSPITAL shall have the right to establish and post reasonable work rules, subject to the UNION's right to question same through the grievance procedure when the same are enforced. Should the HOSPITAL, in the exercise of its rights under this Article, take action inconsistent with any of the provisions of this Agreement, the UNION may resort to the grievance procedure.

Section 2. Subcontracting. In the operation of the Hospital, should the administration decide to subcontract any of its services, and as a result thereof, employees covered by this Agreement are laid off, the HOSPITAL agrees to absorb such laid off employees, as far as possible, in other areas of the HOSPITAL consistent with such laid off employees' seniority, experience and ability.

Section 3. The HOSPITAL retains the right to make such rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or efficient operation of the HOSPITAL, and after advance notice thereof to the UNION and the employees, to require compliance therewith by the employees. The UNION reserves the right to question the reasonableness and enforcement of the HOSPITAL's rules or regulations through the grievance procedure.

ARTICLE 26

CONFIDENTIAL INFORMATION

The parties hereto recognize the importance and necessity of courtesy to the HOSPITAL's patients and that information concerning patients and their families is confidential. Any and all information concerning any patient of the HOSPITAL or his family shall be considered and treated as confidential. Any disclosure of confidential information by an employee which is not made 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 a cause for disciplinary action. Any employee who knowingly assists in or allows such unauthorized disclosure, shall be subject to discipline up to and including immediate discharge.

ARTICLE 27

MISCELLANEOUS

Section 1. Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll of the HOSPITAL, shall keep the HOSPITAL currently advised of his correct mailing address and of his telephone number, if any.

In the case of an employee on the HOSPITAL's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the Employment Office at the HOSPITAL, and returns such form there, duly completed. The HOSPITAL shall give the employee a receipt for his notice of change of address or of telephone number, at the time he turns in such notice.

In the case of an employee off the HOSPITAL's active payroll (such as on layoff, leave of absence, vacation, etc.), notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or certified mail in which case he shall address the notice to "Employment Office, Saginaw Community Hospital, Hospital Road, Saginaw, Michigan 48603."

The HOSPITAL shall be entitled to rely on the last address and telephone number furnished by an employee, and shall have no responsibility to the employee for his failure to receive notice which arises from his not following the procedure above.

Section 2. Anti-Discrimination. The HOSPITAL and the UNION agree that all provisions of this Agreement shall be applied to all employees covered hereby, without regard to race, creed, ethnic origin, marital status, sex, religion, age, or irrelevant occupational handicap.

Section 3. Effect of Agreement. This Agreement supersedes any past practice or previous agreement, verbal or written between any of the parties hereto, or between any of them and any employee(s) covered hereby, which is in conflict with this Agreement.

Section 4. Effect of Invalidity of Provision of this Agreement. If any provision of this Agreement be held invalid under existing or future legislation, State or Federal, the remainder of this Agreement shall not be affected thereby.

Section 5. Pronouns, Use of. Wherever herein reference is made to the male pronoun (he, him, his, etc.) it is intended and it shall be deemed to include reference to the equivalent female pronoun (she, her, hers, etc.)

Section 6. Strikes, Work Interruptions. The UNION agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the HOSPITAL for the duration of this Agreement. Any violation of this section by the UNION may be made the subject of (A) disciplinary action or discharge, as to employees; and/or (B) the exercise of any legal right or remedy as against the UNION, and/or (C) cancellation of this Agreement.

Section 7. Volunteer Service Organizations and Workers. The UNION recognizes that volunteer organizations and workers perform services in the Hospital which are a valuable and necessary contribution to the welfare of patients and to the operation of the HOSPITAL, and that such services in no way interfere or conflict with the duties or privileges or employment of employees. The HOSPITAL shall continue to have the right to use all services of such nature and neither the UNION nor employees shall interfere in any way with the activities or duties of any such volunteer organizations or workers.

Section 8. Physical Examinations. On an annual basis following initial employment, employees will be required to submit to a tuberculin skin test. The HOSPITAL may, at its option, require additional medical

examinations or testing procedures on an annual basis or at other designated intervals. On a case-by-case basis, employees may be required to undergo physical examinations by a physician designated by the HOSPITAL, including related diagnostic and treatment procedures, in order to determine work-related medical fitness. A chest x-ray is required at the time of termination of HOSPITAL employment and prior to issuance of a terminating employee's final paycheck. When required by the HOSPITAL, the cost of physical examinations or other medical procedures will be borne entirely by the HOSPITAL, unless an employee chooses to fulfill medical requirements using personal rather than HOSPITAL-designated sources of examination, testing or treatment, in which case costs shall be borne by the employee.

Section 9. Job Descriptions. The HOSPITAL will furnish the UNION with copies of all current bargaining unit job descriptions and will further provide the UNION with all modifications thereto or new bargaining unit job descriptions as established.

Section 10. Credit Union Membership. The HOSPITAL will make available, to employees covered under this Agreement, the same choice of credit unions as is available to all other HOSPITAL employees.

ARTICLE 28

NOTICE OF TERMINATION OF EMPLOYMENT

Section 1. Except for probationary employees, the HOSPITAL shall give employees covered by this Agreement at least fourteen (14) calendar days notice of termination, or ten (10) days pay in lieu thereof. This notice requirement shall not apply when an employee is discharged for just cause or suspended for just and proper disciplinary reasons.

Section 2. Before terminating their employment with the HOSPITAL, employees covered by this Agreement shall give at least five (5) workdays written notice thereof to the HOSPITAL. Except in emergency situations, failure to give such notice will result in forfeiture of any accrued vacation pay not to exceed five (5) paid vacation days.

ARTICLE 29

HOLIDAYS

Section 1. The following days shall be recognized as paid holidays:

| | |
|-----------------------------|---------------------|
| New Year's Day | Independence Day |
| Good Friday | Labor Day |
| Memorial Day | Thanksgiving Day |
| Christmas Day | Employee's Birthday |
| Three (3) Personal Holidays | |

The employee must take his birthday as a day off during the payroll period in which the birthday falls and he must give at least two (2) weeks

prior notice that he intends to take such day. If said birthday falls on a Saturday, the employee may take Friday off, if on a Sunday, he may take Monday off. If the birthday falls on a legal holiday recognized by this Contract, the employee shall receive another scheduled day off within the pay period in which the birthday falls.

If any of the above holidays fall on Sunday and is legally celebrated on Monday, Monday shall be considered the holiday. If any of the above holidays fall on Saturday, Friday shall be considered the holiday. Employees working on both the day of the holiday and the day it is celebrated (i.e., either a Friday or Monday) shall receive only one (1) holiday pay. Employees working either the day of the holiday or the day it is celebrated shall receive holiday pay for the day worked. For third shift employees, the Christmas and New Year's holidays will be recognized on Christmas Eve and New Year's Eve.

The three (3) personal holidays shall be credited to eligible employees on November 1 of each year, and must be used as hereinafter provided during the following twelve (12) months:

- (A) Personal holidays may only be taken on weekends when an employee is scheduled to work, at the sole discretion of the HOSPITAL.
- (B) Two (2) personal holidays may be scheduled during the week upon a two (2) week written request with the employee's supervisor. One (1) of the three (3) personal holidays may be requested in writing with a minimum of twenty-four (24) hours notice with the employee's supervisor. If more employees request the same day than adequate staffing requires, those with the most seniority will be allowed to receive the holiday. The number permitted to take the holiday will be in the discretion of the supervisor.
- (C) Personal holidays may be scheduled in conjunction with another holiday or vacation, upon a four (4) week written request, with the employee's supervisor. If more employees request the same day than adequate staffing requires, those with the most seniority will be allowed to receive the holiday. The number permitted to take the holiday will be in the discretion of the supervisor.
- (D) In emergency situations, a personal holiday may be granted in the sole discretion of the HOSPITAL.

Section 2. Employees who are not scheduled to work on the holidays specified above shall receive as holiday pay, eight (8) hours straight time pay at their regular rate of pay in existence at the time of the holiday.

Section 3. Probationary employees shall not be eligible for holiday pay.

Section 4. To be eligible for holiday pay, if scheduled to work that day, the employee must report for work unless he is ill and such illness is verified by a doctor's certificate if requested by the HOSPITAL. To be eligible for holiday pay if not scheduled to work the holiday, the employee must have worked the full period of his last scheduled workday prior to and of his next scheduled workday following the holiday unless previously excused or unless ill and such illness is substantiated by a doctor's certificate if requested by the HOSPITAL. Such employee shall also be excused from working such day prior to or following the holiday if he has been laid off by the HOSPITAL within a week prior to or following the paid holiday. Except for holidays occurring within thirty (30) days from the commencement of sick leave, no paid holidays will be received by an employee once that employee starts to draw sickness and accident insurance benefits.

Section 5. When a holiday falls during an employee's vacation, he shall receive such holiday pay provided such an employee worked the last regularly scheduled workday prior to leaving for his scheduled vacation and reports on the first scheduled workday following the regularly scheduled vacation.

Section 6. Temporary or seasonably employed staff shall not receive holiday pay.

Section 7. As far as possible, the HOSPITAL will attempt to rotate the work on holidays among the various employees within each department. One-half ($\frac{1}{2}$) of the employees in each department shall be required to work as scheduled on alternate holidays. Additional employees needed on such holidays shall be selected by seniority (within the unit) from full-time personnel not scheduled but willing to work such holiday. If there are not sufficient full-time employees available, the HOSPITAL may use part-time employees.

Section 8. Employees shall receive time and one-half of their regular hourly rate for all hours worked on a designated paid holiday, in addition to the holiday pay itself.

ARTICLE 30

VACATIONS

Section 1. Eligibility and Allowances.

- (A) On each anniversary of his date of hire, a regular full-time employee shall be entitled to vacation pay as hereinafter computed. The period to be used in determining vacation pay will be the year immediately preceding such employee's anniversary date of hire.

- (B) Every regular full-time employee of the HOSPITAL, with more than six (6) months, but less than four (4) years of continuous service, and who is in the active employ of the HOSPITAL on his anniversary date, shall be entitled to accrue vacation pay at the rate of five-sixth (5/6) of a workday for each month of continuous service during the previous year, not to exceed an accumulation of ten (10) workdays for such year. Employees with less than six (6) months service shall not be entitled to vacation pay but once completing same, shall be credited with benefits for those months if they meet all other conditions.
- (C) A regular full-time employee with four (4) years or more of continuous service on his anniversary date, and who is in the active employ of the HOSPITAL on such date, shall be entitled to accrue vacation pay at the rate of one and one-quarter (1 $\frac{1}{4}$) workdays for each month of continuous service not to exceed an accumulation of fifteen (15) workdays per calendar year.
- (D) A regular full-time employee with nine (9) years or more of continuous service on his anniversary date, and who is in the active employ of the HOSPITAL on such date, shall be entitled to accrue vacation pay at the rate of one and two-thirds (1-2/3) workdays for each month of continuous service, not to exceed an accumulation of twenty (20) workdays per calendar year.

The following chart presents the amount of vacation time given or earned during a specific period of time and when that vacation may be taken.

| | |
|---|-------------|
| After 6th month of employment - | 5 days |
| After 1 year of employment - 1st anniversary date | 5 more days |
| After 2nd year of employment - 2nd anniversary date | 10 days |
| After 3rd year of employment - 3rd anniversary date | 10 days |
| After 4th year of employment - 4th anniversary date | 10 days |
| After 5th year of employment - 5th anniversary date | 15 days |
| After 6th year of employment - 6th anniversary date | 15 days |
| Continues through 7th, 8th and 9th anniversaries | |
| After 10th year of employment - 10th anniversary date | 20 days |

- (E) To be considered as a month of continuous service, the employee must not have missed more than four (4) days work that month unless he was absent for any of the following reasons:

- (1) vacation
- (2) jury duty
- (3) funeral leave
- (4) paid holiday

- (5) union business
- (F) No vacation leave shall be used during the year in which said leave is being accrued. Employees will be allowed to accrue the equivalent of one and one-half (1½) years vacation, the same to be taken in the subsequent year. Vacation pay and/or leaves are not available to temporary, probationary or seasonal or emergency employees.
- (G) The vacation pay shall be based upon the straight time regular rate for such employee prevailing at the time such vacation is taken. Upon termination of employment with proper notice given by the employee, or when terminated by the HOSPITAL, such employee, if he has at least six (6) months of continuous service, as defined in this Article, shall receive accrued vacation pay.
- (H) Part-time employees may be eligible for accrual of paid vacation hours under the provisions of Article 30. If eligible, the following shall apply:

To be considered as a month of continuous service, a regular part-time employee must not have missed more than two (2) days work that month unless he was absent for any of the following reasons:

- (1) vacation
- (2) jury duty
- (3) funeral leave
- (4) paid holiday
- (5) union business

Section 2. Scheduling

- (A) The HOSPITAL will prepare and post a vacation schedule for each department. In choosing time for a vacation, the most senior employee will have first choice; second senior employee, second choice; etc.
- (B) Employees using their seniority must select their vacation time during the month of March each year. The period between April 1 and April 15 shall be used to adjust vacation schedule. Vacations selected after April 15 will be taken at a time which does not conflict with the vacation of another employee regardless of seniority.
- (C) Should an employee become sick and receive sick leave prior to their scheduled vacation time, they then shall be permitted to change their vacation to a subsequent date which will not conflict with vacations scheduled by other employees.

ARTICLE 31

WORKING HOURS, OVERTIME PAY AND SCHEDULING

Section 1. Working Hours.

- (A) Regular Work Week. The regular work week shall be forty (40) hours. This shall normally be worked in five (5) consecutive days within a period of seven (7).
- (B) The regular workday shall be eight (8) consecutive hours within a twenty-four (24) hours period except that a one-half ($\frac{1}{2}$) hour non-paid scheduled lunch period shall be in addition to such workday and scheduled approximately in the middle of such workday. Such regular workday shall include a ten (10) minute paid break in the first half of such day and a ten (10) minute paid break during the second half of such regular workday, and the exact time and place of such breaks to be scheduled by the employees' immediate supervisor. Such breaks shall not interfere with patient care. Employees shall not be required to perform any work during such lunch period and break except in case of patient emergencies.
- (C) The normal paid hours per work shift for Nurse Assistant I's is reduced from 8.0 to 7.5 hours. As a result of this change, the parties to this Agreement hereby mutually recognize that all sections of the Agreement dealing with full-time/part-time employment status, workdays, overtime eligibility and wage and benefits entitlement, for Nurse Assistant I's shall be based upon a 7.5 hour per shift, 75 hours per pay period assumption, rather than 8.0 hours per shift and 80 hours per pay period.

It is further recognized and agreed that certain regular part-time employees, e.g., certain Food & Nutrition Services staff members may be routinely scheduled on other than an 8.0 or 7.5 hours per shift basis. For such employees, vacation and holiday benefits shall be paid based upon the average number of hours worked per day.

- (D) The foregoing provisions are intended to indicate the usual hours of work and shall not be construed as a guarantee of hours worked.

Section 2. Overtime. The HOSPITAL will make every endeavor to insure that an employee is called upon to work no more than his daily or weekly schedule of hours. However, if an employee, whether full-time or part-time, works beyond eight (8) hours in a twenty-four (24) hour period, he shall be paid at the rate of time and one-half for such hours in excess of eight (8). Employees shall receive time and one-half for all hours worked over eighty (80) hours in a two-week period, but shall not receive both daily overtime and weekly overtime for the same hours worked. If any of the recognized holidays under this Agreement or a personal or birthday holiday

fall within said pay period, and the employee is eligible for said holiday, the holiday will count as hours worked for purposes of computing overtime.

Section 3. Scheduling. The regularly scheduled work weeks shall be those designated in the advance scheduling chart worked out by departments and because of HOSPITAL operations shall necessarily be staggered as fairly as possible, considering HOSPITAL operations and patient care. The HOSPITAL shall plan and post work schedules reasonably in advance of the days covered by the schedule. The schedule shall be subject to change after it is posted as would be required by circumstances beyond the HOSPITAL's control. The HOSPITAL and the UNION will continue to work on a scheduling plan which will provide all employees hired to work more than 7.5 hours per week with every other weekend off. Plans will be worked out in the individual departments, providing alternate weekend scheduling. The UNION and its representatives will continue to assist HOSPITAL supervision with the implementation of this plan.

The HOSPITAL may use the various wage and hour options available to it for overtime purposes; however, employees may not be scheduled more than five (5) consecutive days without at least one (1) day off unless mutually agreed otherwise between the employee and the HOSPITAL.

ARTICLE 32

REGULAR PART-TIME EMPLOYEES

Section 1. Regular part-time employees are those who regularly and normally work a minimum of twenty (20) hours per week or 18.75 hours per week for Nursing Assistants. Regular part-time status will be determined twice per calendar year, as of June 30 and December 31, based upon the average number of hours worked per week in the immediately prior six (6) month period.

Section 2. Eligibility for paid vacation and paid holiday benefits for post-probationary period regular part-time status employees will be determined as follows:

- (A) **Paid Vacation.** Employees who qualify for regular part-time status as of June 30 or December 31 per Section 1 of this Article, shall accrue paid vacation benefit hours as of the immediately following July 1 and January 1 respectively. On these dates, eligible employees shall accumulate, on a prorated basis, five-sixths (5/6) of a day's vacation for each month of continuous service [as defined in Article 30, Section 1 (H)] for each of the immediately preceding six (6) months.

A regular part-time employee's vacation proration shall be based upon a comparison of that employee's average number of hours worked per week as determined under Section 1 of this Article, and the regularly scheduled work hours per week of a similarly classified full-time employee.

- (B) Paid Personal Holidays. Employees determined to be eligible for regular part-time status in accordance with Section 1 of this Article, shall accrue on July 1 and January 1, in addition to paid vacation hours, two (2) personal holidays for each six (6) months of regular part-time status. The number of hours paid for a regular part-time personal holiday shall be the employee's average number of paid hours per working shift during the preceding six (6) month period defined in Section 1 of this Article.
- (C) Vacation/Personal Holiday Scheduling. Except as modified by provisions of this Article, the terms and provisions of Article 29 (Holidays) and Article 30 (Vacations) of this Agreement shall apply to the scheduling and payment of part-time vacations and holidays.

Section 3. Regular part-time employees hired prior to July 1, 1974 are covered by this Agreement; however, their fringe benefits shall be handled on a prorated basis as follows:

- (A) Insurance. Blue Cross/Blue Shield will be optional for the employee and if he selects the coverage he shall pay a prorated portion of the premium determined by comparing his regular number of hours worked per week to forty (40). Life insurance shall be prorated the same as Blue Cross/Blue Shield.
- (B) Sickness and Accident Insurance. The HOSPITAL will pay the entire premium.
- (C) Vacations. On his anniversary date of hire, a regular, part-time employee shall accumulate, on a prorated basis, five-sixths (5/6) of a day's vacation for each month of employment to the maximum set forth for full-time employees. On such employee's anniversary date of hire as calculated for full-time employees, and with the same eligibility requirements, a part-time employee shall be eligible for a vacation with pay figured by prorating to two thousand eighty (2,080) hours his hours worked in the preceding year and applying it to his length of service.
- (D) Paid Holidays. If a part-time employee works the holiday, he shall receive, in addition to his prorated holiday pay, reimbursement for each hour worked at time and one-half his regular hourly rate in existence on such holiday. If he is not scheduled to work the holiday and meets all other eligibility qualifications set forth in Article 29, he shall receive a prorated holiday pay by prorating to forty (40) hours his average number of hours worked per week.

- (E) Funeral Leave. If the part-time employee meets all other eligibility requirements set forth in Article 13, Section 5, he shall be entitled to a full day's pay for such leave up to the maximum for each eight (8) hours worked on the average per week.

ARTICLE 33

TUITION

Effective November 1, 1983, employees covered by this Agreement shall be eligible to participate under the same terms and conditions in the same Tuition Reimbursement Plan available to all other Hospital employees.

ARTICLE 34

MAINTENANCE TOOLS

The HOSPITAL will provide maintenance employees with hand tools and replace them when the broken tool is turned in. Cost of any lost tools will be charged to the employee losing same, and the cost thereof may be deducted from his wages.

ARTICLE 35

WAIVER

Section 1. 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the HOSPITAL 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, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time of negotiation of this Agreement.

ARTICLE 36

EFFECTIVE DATE AND DURATION OF THIS AGREEMENT

Section 1. Except as provided otherwise, all terms and conditions of this Contract are effective November 1, 1988, and shall remain in full force and effect until midnight, October 31, 1991, and for successive

annual periods thereafter unless, at least sixty (60) days prior to the end of its original term, or of any annual period thereafter, either party shall serve upon the other, written notice that it desires termination, revision, modification, change or amendments of this Agreement. A notice of a desire for termination, revision, etc., shall have the effect of terminating this Agreement in its entirety at the expiration date or the end of any annual extension, in the same manner as a notice of desire to terminate.

The parties to this Contract agree to reopen negotiations, with respect to wages only, no later than sixty (60) days prior to October 31, 1990. Said negotiations shall commence upon notice by the UNION to the EMPLOYER.

Section 2. If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the remaining Articles and Sections shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first above written.

UNION:

HOSPITAL:

LOCAL 933, AFSCME, AFL-CIO

SAGINAW COMMUNITY HOSPITAL

By: Jadwiga J. Kowalewski
Jadwiga J. Kowalewski
President

By: Senen L.B. Asuan
Senen L.B. Asuan, M.D., M.P.H.
President & C.E.O.

Richard A. Kloor
Richard A. Kloor
Staff Representative
Council #25

AFSCME, AFL-CIO

Ruby Menzies
Ruby Menzies

Thomas Nagel
Thomas Nagel

Darryl Pippins
Darryl Pippins

Beth Ruediger
Beth Ruediger

Larry Waldie
Larry Waldie

SAGINAW COMMUNITY HOSPITAL WAGE CLASSIFICATION AND RATES
EFFECTIVE NOVEMBER 1, 1988

| <u>RANGE</u> | <u>START</u> | 260 <u>DAYS</u> <u>WORKED</u> | 520 <u>DAYS</u> <u>WORKED</u> | 780 <u>DAYS</u> <u>WORKED</u> | 1300 <u>DAYS</u> <u>WORKED</u> | 2600 <u>DAYS</u> <u>WORKED</u> | 3900 <u>DAYS</u> <u>WORKED</u> |
|----------------------|--------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| 2B | \$5.74 | \$6.41 | \$7.07 | \$7.14 | \$7.32 | \$7.49 | \$7.66 |
| 3B* | 5.26 | 5.87 | 6.47 | 7.43 | 7.58 | 7.75 | 7.95 |
| *Hired as of 1/26/89 | | | | | | | |
| 4B | 5.90 | 6.57 | 7.24 | 7.32 | 7.49 | 7.66 | 7.83 |
| 5B | 5.96 | 6.64 | 7.32 | 7.39 | 7.55 | 7.72 | 7.93 |
| 6B | 6.02 | 6.71 | 7.39 | 7.49 | 7.66 | 7.83 | 7.99 |
| 7B | 6.11 | 6.80 | 7.49 | 7.55 | 7.72 | 7.93 | 8.08 |
| 8B | 6.18 | 6.86 | 7.55 | 7.66 | 7.83 | 7.99 | 8.15 |
| 13B | 8.27 | 8.44 | 8.50 | 8.60 | 8.75 | 8.91 | 9.07 |
| 15B | 9.04 | 9.15 | 9.26 | 9.35 | 9.54 | 9.70 | 9.86 |
| 17B | 9.45 | 9.59 | 9.70 | 9.76 | 9.93 | 10.11 | 10.30 |
| 19B | 10.06 | 10.19 | 10.31 | 10.37 | 10.56 | 10.72 | 10.89 |
| 21B | 10.60 | 10.73 | 10.85 | 10.90 | 11.10 | 11.25 | 11.44 |

SHIFT PREMIUM: All employee working the second and third shifts shall receive a ten cents (10¢) per hour shift premium. The various shifts shall be defined as follows:

- 1st shift - a shift commencing between 4:00 a.m. and 11:00 a.m.
- 2nd shift - a shift commencing between 11:00 a.m. and 7:00 p.m.
- 3rd shift - a shift commencing between 7:00 p.m. and 4:00 a.m.

To qualify for the payment of the shift differential, an employee working the day shift must work at least nine (9) hours in the first shift before the shift differential shall be applied. Such calculation of the shift differential shall be calculated from the eighth (8th) hour.

SAGINAW COMMUNITY HOSPITAL WAGE CLASSIFICATION AND RATES
(3B) NURSING ASSISTANTS HIRED PRIOR TO 1/26/89

| <u>EFFECTIVE DATE</u> | <u>START</u> | <u>260 DAYS WORKED</u> | <u>520 DAYS WORKED</u> | <u>780 DAYS WORKED</u> | <u>1300 DAYS WORKED</u> | <u>2600 DAYS WORKED</u> | <u>3900 DAYS WORKED</u> |
|-----------------------|--------------|------------------------|------------------------|------------------------|-------------------------|-------------------------|-------------------------|
| Nov. 1, 1988 | \$5.97 | \$6.65 | \$7.33 | \$7.43 | \$7.58 | \$7.75 | \$7.95 |
| Nov. 1, 1989 | 6.09 | 6.78 | 7.48 | 7.58 | 7.73 | 7.90 | 8.11 |
| Nov. 1, 1990 | 6.21 | 6.92 | 7.63 | 7.73 | 7.88 | 8.06 | 8.27 |
| Nov. 1, 1991 | 6.33 | 7.06 | 7.78 | 7.88 | 8.04 | 8.22 | 8.44 |
| Nov. 1, 1992 | 6.52 | 7.27 | 8.01 | 8.12 | 8.28 | 8.47 | 8.69 |

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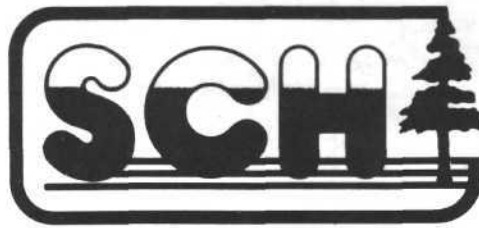
SHIFT PREMIUM: All employees working the second and third shifts shall receive a ten cents (10¢) per hour shift premium. The various shifts shall be defined as follows:

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- 3rd shift - a shift commencing between 7:00 p.m. and 4:00 a.m.

To qualify for the payment of the shift differential, an employee working the day shift must work at least nine (9) hours in the first shift before the shift differential shall be applied. Such capculation of the shift differential shall be calculated from the eighth (8th) hour.

SAGINAW COMMUNITY HOSPITAL WAGE CLASSIFICATION

| <u>Wage Grade/Range</u> | <u>Job Classification</u> |
|-----------------------------|---|
| 2B | Food Service Worker Laundry Aide Housekeeper I |
| 3B | Nurse Assistant I |
| 4B | Housekeeper II Food Prep Worker; Food Service Utility Worker |
| 5B | Central Supply/EKG Aide |
| 6B | Housekeeper III |
| 7B | Unit Secretary Cook; Food Service Stock Clerk Psychiatric Attendant |
| 8B | Maintenance I (Maintenance Helper) |
| 13B | Maintenance II (Boiler Fireman non-licensed, Building Repairman Helper, Groundskeeper I) |
| 15B | Maintenance III (Carpenter, Licensed Boiler Fireman, Building Repairman, Painter, Groundskeeper/Custodian) |
| 17B | Maintenance IV (Paperhanger/Painter, Boiler Mechanic I, Carpenter/Lock Mechanic) |
| 19B | Maintenance V (Electrical Building Mechanic, Air Conditioning/Refrigeration Building Mechanic, Boiler Mechanic II) |
| 21B | Maintenance VI (Electrical/Bio-Medical Technician, HVAC/Refrigeration Technician) |



SAGINAW COMMUNITY HOSPITAL

517-790-1234

3340 Hospital Road • P.O. Box 6280 • Saginaw, Michigan 48608
Senen L.R. Asuan, M.D., MPH
President and CEO

November 1, 1988

Saginaw Community Hospital Employees
Chapter of Local No. 933, affiliated with
Council No. 25, A.F.S.C.M.E.

Ladies and Gentlemen:

Saginaw Community Hospital wants to recognize its existing employees in the Nursing Department by providing them an opportunity to move from their existing unit assignment to another unit at some future time to fill a permanent vacancy. Saginaw Community Hospital also recognizes that during 1982 contract negotiations, the strong desire of qualified employees to have length of service (seniority) with the Hospital be considered in work unit assignments was discussed. During the life of this Agreement, the Hospital will develop, subject to special conference review at an employee's request, a position assignment practice for permanent vacancies, consistent with the valid interests of both parties. Such practice shall include the opportunity for an employee to express their interests in advance and to learn, in writing, what might hamper such a move. Within ninety (90) days from the effective date of this Agreement, a position assignment practice shall be written, and shall be reviewed every six (6) months thereafter against prior practice.

SAGINAW COMMUNITY HOSPITAL

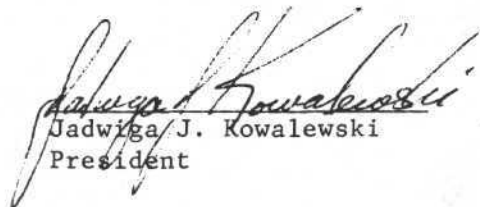
LOCAL 933, AFSCME, AFL-CIO

By:

By:



Senen L.R. Asuan, M.D., M.P.H.
President & Chief Executive Officer



Jadwiga J. Kowalewski
President

BOARD OF TRUSTEES

KENNETH W. RATHJE
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DENNIS S. HOEG
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CARRIE B. MARTIN
SECRETARY

ROBERT C. PRESSPRICH
TRUSTEE

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DOROTHY M. KOVALESKI
TRUSTEE

WEEKEND MAKEUP POLICY

Effective November 1, 1988, the HOSPITAL has agreed to modify the Weekend Makeup Policy for bargaining unit staff to parallel the nonrepresented staff policy as follows:

Employees will be scheduled for makeup weekend days following their second weekend day missed in one (1) calendar year time period (either two (2) single weekend days missed or one (1) full weekend missed). Employees off work due to long-term illness will be expected to make up no more than two (2) weekends.

PROCEDURE:

1. After the second weekend day missed, the employee will automatically be scheduled to work one (1) day of their next scheduled weekend off (e.g., the following weekend).
2. Prior to 12:00 noon on Wednesday following the weekend absence, the employee may contact the staffing secretary and state his/her preferred weekend day to work; however, the employee will be scheduled according to the needs of the nursing units with consideration given to his/her request when possible.
3. The employee will be contacted by Wednesday or Thursday (of above week) to notify him/her of the weekend day he/she has been assigned to work.
4. A day off during the pay period will be planned into the employee's schedule so overtime does not result from the makeup weekend day.
5. Each additional weekend day the employee is absent within the calendar year will be scheduled for a makeup weekend in accordance with this procedure.
6. Employees returning from long-term illness will be required to makeup no more than two (2) weekends within six (6) months of their return to work.
7. Weekends that are arranged in advance as part of approved vacation time will not be scheduled for makeup.
8. Employees may volunteer to makeup weekends to cancel previous weekend absences.

NOTES

NOTES

