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Agreement

BETWEEN

ALPENA GENERAL HOSPITAL

Alpena, Michigan

and the

**INTERNATIONAL UNION
UNITED STEELWORKERS OF AMERICA
AFL-CIO**

LOCAL 206A

July 1, 1973 to June 30, 1974



*United Steelworkers
5th District 29
2477 U.S. 23 South
Alpena, Mich 49707*

Alpena General Hospital

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ALPHA GENERAL HOSPITAL

A. M. M. M.

and the

INTERNATIONAL UNION

OF UNITED STATES WORKERS OF RUBBER

LOCAL 20

LOCAL 20

July 1, 1910 to June 30, 1911

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MEMORANDUM OF AGREEMENT entered into this 1st day of July 1973 between the Alpena General Hospital, hereinafter called the Hospital, and the International Union, United Steelworkers of America, AFL-CIO, hereinafter called the Union; for the purpose of establishing wage rates, hours of labor and conditions of employment, and for the purpose of improving the relationships between the Hospital and its employees.

ARTICLE I

Recognition, Check Off & Agency Shop

A. RECOGNITION

The Hospital recognizes the Union as the sole and exclusive bargaining representative for all of the employees in the classification of Licensed Practical Nurses, Nurse Aides, Orderlies, Ward Clerks, Ward Helpers, Nursing Office Stenographer, and Pool Status Employees, but excluding all employees in Supervisory positions.

B. AGENCY SHOP

1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire by the Hospital, whichever is later, become members, or in the alternative, shall within thirty (30) days of the effective date of this provision or within thirty (30) days of their date of hire by the Hospital, whichever is later, as a condition of employment, pay to the Union the records maintenance fees and each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Hospital who are members.

2. The Hospital, upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition, shall immediately dismiss said employee.

3. An employee who shall tender or authorize the deduction of initiation fees and membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than thirty (30) days in arrears in payment of such dues (or fees).

4. The Hospital shall be notified, in writing, by the Union of any employee who is thirty (30) days in arrears in payment of the initiation fee and/or membership dues (or fees).

5. Should this agency shop security clause be ruled invalid, because of legislation enacted by the State of Michigan, the Hospital agrees to re-negotiate to provide the maximum security allowance under such legislation.

C. CHECK OFF

1. The Hospital will check-off monthly dues, service fees, assessments, initiation fees, and records maintenance fees, each as designated by the International Secretary-Treasurer of the Union, as membership dues (service fees) in the Union for every employee who has agreed to it in writing. Such designation also includes the procedures to be followed.

2. The above deductions shall be from the first pay of each month for the preceding month and shall be remitted to the International Secretary-Treasurer of the Union.

3. The Union shall refund to the employee's Union dues, fees, and assessments erroneously deducted by the Hospital and paid to the Union.

4. A list of the employees names from whom dues, initiation fees, and service fees have been deducted shall be furnished the International Secretary-Treasurer of the Union at the time that the dues, initiation fees, and service fees are remitted. This shall be done within one week after payday.

ARTICLE II

Management Rights & Volunteer Organizations

A. MANAGEMENT RIGHTS

The Management of this Hospital and the direction of the working forces, including the right to plan, direct, and control Hospital operations, to hire, suspend or discharge for cause, or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, and the right to introduce new or improved working methods or facilities, are vested exclusively in the hospital, provided that, in the exercise of these prerogatives, the hospital shall not violate the provisions of this Agreement.

B. VOLUNTEER ORGANIZATIONS

It is recognized that several volunteer organizations and workers perform services in the hospital that are a valuable contribution to the welfare of the patients and to the operation of the hospital, and that in no way interfere or conflict with the duties and rights of the employees. The hospital shall continue to have the rights to avail itself of all services of this nature. Neither the Union nor its members shall interfere in any way with the activities or duties of any such volunteer organization members, nor will the Union attempt to organize such volunteer workers except that the Union may question the hospital's use of any such organization that is suspected of not being a bonafide volunteer organization, or that it believes is to the detriment of its members' job security. If any conflict does develop, this shall be a matter of discussion between the hospital Administrator and the International Representative of the Union in an effort to resolve the issue; and subject to the grievance procedure.

ARTICLE III

Seniority

A. DEFINITION

Seniority is defined as the length of an employ-

ee's continuous employment by the hospital, measured from the most recent date of hiring. The hospital shall follow a policy of preference as to layoff, rehiring, promotion and choice of vacation period based upon seniority and the other principles and considerations set forth below.

B. PROBATIONARY PERIOD

1. The seniority of a new employee shall be established after 30 days of continuous employment and shall begin as of the most recent date hired.

2. All employees shall be considered on a probationary or trial basis for the first 60 days of their employment, and no controversy concerning their tenure of employment shall be deemed a grievance hereunder, provided however, that probationary employees shall be subject to all terms of this Agreement not inconsistent with this clause.

3. Part-time employees who work 40 hours or more per month shall have all days of the month counted for the purposes of determining 60 day probationary period only. Those who work less than 40 hours shall count only days worked, with a maximum of six (6) calendar months as a probationary period.

C. HOSPITAL STAFF SENIORITY

1. The employee's hospital staff seniority shall accumulate continuously from the date of most recent employment until terminated by any of the circumstances enumerated in sub-paragraph 3 below. When two or more people are hired and report for work on the same day, their seniority shall be determined by drawing lots in the presence of the hospital's representative and a union officer. A record will be made of this procedure and signed by all parties present, with a copy sent to the union.

2. When two or more employees enter a classification on the same day or on the same job bid,

their classification seniority, as to each other, shall be determined by their hospital seniority.

3. All staff seniority shall be terminated:

- a. When an employee is discharged for just cause.
- b. When an employee quits.
- c. When an employee fails to report for work after a layoff, when properly notified in accordance with Article III, Section G-4.
- d. When an employee is laid off for a period of more than two (2) years; except that if an employee has more than two (2) years seniority when she is laid off or starts a period of absence, she will not lose her seniority until she has been laid off or absent for a period equal to the amount of seniority she had at the time she was laid off or started her period of absence, subject however to the provisions of Article III.

4. Absence due to injury or disease for which Workmen's Compensation is payable shall not terminate seniority.

5. Any person whose seniority has been terminated as provided in paragraph 3 and who later is re-employed shall be considered in every respect as a new employee and a new seniority date shall be established based on the date of rehiring.

6. For purposes of vacation, longevity, retirement benefits and sick leave, an employee's seniority shall be computed as of the original hospital seniority date and shall not be affected by paragraph D-3 below. Only those specific benefits listed in this sub-paragraph shall be carried over if an employee transfers from Local 204 to a permanent vacancy in Local Union 206A which cannot be filled by the applicable posting procedures.

D. STAFF CLASSIFICATION SENIORITY

1. Staff classification seniority is defined as the length of an employee's continuous employment within one of the staff classifications of the hospital listed below. Separate staff classification seniority lists shall be maintained for the following groups of employees:

- | | |
|---------------------------------|------------------------------------|
| a. Licensed Practical
Nurses | d. Ward Clerks |
| b. Nurses Aides | e. Ward Helpers |
| c. Orderlies | f. Nursing Office
Stenographers |

2. An employee's staff classification seniority shall accumulate continuously from the date she is first employed in such staff classification until terminated by any of the circumstances in subparagraph 3 below.

3. Staff classification seniority shall be terminated:

- a. When the employee's seniority is terminated under Paragraph C, sub paragraph 3.
- b. When an employee is transferred to another classification due to licensing or her own request; provided that their original staff classification seniority shall be maintained for not over 30 working days to permit a trial period in her new classification. This provision is applicable to all permanent transfers herein.
- c. When an employee is transferred to part-time status at her own request.

4. When an employee's staff classification seniority has been terminated and she is later employed in the same staff classification, a new staff classification seniority date shall be established for her based on the date of her reassignment in such staff classification.

E. DEPARTMENT SENIORITY

1. Department seniority is defined as the length of an employee's continuous employment within

one of the departments of the Hospital listed below. Separate departmental seniority lists shall be maintained for the following groups of employees:

- a. Mental Health
- b. Obstetrics and pediatrics
- c. Inhalation Therapy
- d. Second Floor
- e. Third Floor
- f. Operating Room & Recovery
- g. Emergency Room, Central Service,
and I.C.U.

2. An employee's department seniority shall accumulate continuously from the date she is first employed in such department until terminated by any of the circumstances in sub-paragraph 3 below.

3. Department seniority shall be terminated:

- a. When the employee's seniority is terminated under paragraph C, sub-paragraph 3.
- b. When an employee is transferred to another classification or department due to licensing or her own request; provided that their original departmental seniority shall be maintained for not over forty (40) working days to permit a trial period in her new department.
- c. When an employee is transferred to part-time status at her own request.
- d. When an employee is laid off for a period of longer than six (6) months, her departmental seniority shall also be terminated.

4. When an employee's departmental seniority has been terminated, and she is later employed in the same department, a new department seniority date shall be established for her based on the date of her reassignment in such department.

5. Departmental seniority shall govern on choice of shifts within the classification whenever there is a permanent vacancy.

6. Temporary transfers to cover in other departments, necessitated by patient needs shall not terminate an employee's departmental seniority. Such transfers shall only be made when there is insufficient staff employees then working within that department.

The Hospital agrees to apply the above clause in good faith by guarding against being understaffed and by limiting such temporary transfers to not more than three (3) days unless continued longer by consent of the employee involved.

Should it become necessary to transfer an employee, it is understood that the employee to be transferred will be the junior employee within the classification on that shift and such employee shall receive \$4.00 if such transfer exceeds two hours. The above clause is qualified to the extent that whenever it becomes necessary to transfer employees to ICU, OB, or ER, any employee within the classification on the shift may be asked, but if all refuse the junior employee may be transferred.

7. A "Float" is defined as an employee who desires experience or retraining in other departments and as such is an addition or exchange in that department. Employees who desire so may sign a Waiver of Notice to be a "Float". Three such waivers may be taken a year, either separately or consecutively, in units of one complete schedule and each unit must be in only one department at a time. The "float" shall be returned to their original department at the conclusion of their waiver. The Hospital shall retain the final decision as to when and to what department such "float" shall be placed.

8. Employees on "Float" shall accumulate and retain departmental seniority.

F. FILLING STAFF VACANCIES

1. The Hospital agrees and certifies that it is not its intention to operate any patient care unit

with inadequate employees staffing and will use all means at its command to avoid having any such department understaffed.

2. When a job vacancy exists, the Hospital shall post a notice on the bulletin board in the area of the time clock for five (5) working days, describing the job, shift, rate and department and advising that applications will be accepted from employees within the Hospital. As soon as possible after the expiration of the five (5) day period, the vacancy shall be filled, primarily on the ability to perform the requirements of the job, with the senior employee in that staff classification being given preference.

3. Vacancies not filled by staff employees shall be filled by giving preference to the most senior employee on regular part-time status within the classification who has indicated, within the time required, that they desire to take the job offered, provided such employees have the ability to perform the duties of the job.

4. When a vacancy exists that cannot be filled by posting, the Hospital will notify all regular part-time employees, who have signed the Letter of Intent described below, of the existence of the department opening. Such notice shall be given in writing, mailed by regular mail to the address given by the employee. Employees who desire the department opening shall so indicate within five (5) days of the mailing of such notice.

5. All regular part-time employees who desire staff status will submit a form letter of intent of desire for staff position. Form letters shall be available at the Nursing Office. Such letter of intent may be revoked at any time by the employee by written notice at the Nursing Office.

6. Part-time employees shall only be entitled to apply for job vacancies posted after a letter of intent for staff opening has been filed with the Nursing Office.

7. Whenever necessary the Hospital shall provide in-service education to retrain employees to perform any of the services or duties included within their classification.

8. No more than one (1) shift shall be worked by any staff employee on one schedule except by consent of that employee.

9. Any employee transferred to a new job shall have a breaking in period of up to 40 working days, except that those on surgery service shall have 60 working days breaking in period. During this time if the employee is not retained in the new job or decides not to accept the promotion, she shall be reinstated in her former job.

G. LAYOFF AND REHIRING

1. When a reduction in the working force in necessary, employees shall be laid off in accordance with hospital seniority; that is, the employee with the least hospital seniority shall be laid off first, etc. In selection of employees for layoff, the hospital shall be obligated to retain those employees with the greatest hospital seniority, provided such employees have the ability and qualifications and are physically able to perform the duties of the job which is open.

2. Whenever any employee is to be laid off, the Director of Nursing shall notify the employee and the Chairman of the Grievance Committee at least forty-eight (48) hours in advance of such layoff, unless such notice is impossible.

3. Laid off employees shall be rehired in accordance with hospital seniority; that is, the employee with the greatest hospital seniority shall be rehired first, etc.; provided that the employee rehired must have the ability and qualifications and be physically able to perform the duties of the job that is open.

4. When rehiring laid off employees, the Hospital will notify them by registered mail at their last known address. If such employees do not

notify the hospital within ten (10) days from the mailing date of such notice that they will report for work on the date specified, or give satisfactory reasons for delay beyond such time, they shall be considered as having quit, and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the hospital may call in the next employee in line and she shall be given a minimum of five (5) days work, after which the proper person could come in to work.

5. Notwithstanding any of the seniority rules contained herein, the Union President and Chairman of the Grievance Committee shall, during their terms of office, be placed at the head of their classification seniority list, provided that they are staff employees and provided that this preferential seniority shall be only for the purpose of determining layoffs and rehiring. The Chairman of the Grievance Committee shall be placed on the day shift if the needs of the classification will permit.

6. Staff employees on layoff shall be placed at the top of the regular part-time employee seniority list.

H. SENIORITY LISTS

The Hospital will furnish a current list of employees which shall include the employee's name, hospital seniority date, staff classification seniority date, department seniority date and rate of pay. Seniority lists for each department will be posted on their bulletin boards. Such lists will be revised every six months. Copies of lists will be given to the International Representative, President of Local Union 206A and Chairman of the Grievance Committee. The Union shall have the right to protest the accuracy of such lists within 30 days from the date of this Agreement or from any future revision.

I. PART-TIME EMPLOYEE CLASSIFICATION LISTS

1. A part-time classification list shall be maintained in the Personnel Office indicating the most recent date of hire into the part-time status, days worked in previous month, classification rate of pay and current letter of intent. A copy will be given to Local 206A and the International Representative.

2. The part-time employee classification list will be revised monthly. The Union shall have the right to protest the accuracy of such list within 30 days from date of this Agreement or from any future revisions.

J. TEMPORARY VACANCIES AND TRANSFERS

1. A job will be considered vacant when the employee holding the job has quit, is discharged, demoted, transferred or when it is a newly created job. All other vacancies shall be considered temporary.

2. If, in the opinion of either the Hospital or the Union, a temporary job which has been temporarily filled should no longer be considered a temporary vacancy, it will be filled as provided herein.

3. Employees temporarily assigned or transferred to a lower paid job shall receive their regular rate of pay.

4. Employees temporarily assigned or transferred to a higher paid job shall receive the rate of the higher paid job for the hours of work on the higher paid job.

5. Such assignments and/or transfers shall not be made to deprive other employees of overtime pay.

6. Scheduled temporary vacancies shall be filled primarily by pool employees. Unscheduled temporary vacancies (vacancies of 1 or 2 days) shall

be filled primarily by part-time employees. The above does not necessarily prevent the utilization of part-time or pool employees interchangeably on scheduled or unscheduled vacancies.

ARTICLE IV

Representation & Grievances

A. For purposes of representation in negotiations and in the grievance procedure, the Hospital recognizes the Union Grievance and Negotiation Committee of five (5) members, and there shall be one (1) Steward for each of the following groups:

1. Night shift
2. Afternoon shift
3. Second floor - days
4. Third floor - days
5. Operating Room and Recovery
6. Obstetrics & Pediatrics
7. Emergency Room, Central Service and I. C. U.
8. Mental Health and Inhalation Therapy

B. The Grievance and Negotiation Committee and Stewards shall be compensated for all working time lost in adjusting grievances or in contract negotiations. Scheduled time and call time lost due to negotiations by regular part-time employees shall be paid and shall count as time worked for computation of all benefits.

The Grievance and Negotiating Committee shall be compensated at their regular straight-time hourly rate for all non-working time spent in joint session in contract negotiations and/or grievance meetings, and the Chairman of the Grievance Committee shall be compensated at her regular straight-time hourly rate for all non-working time spent in connection with joint (administrative personnel) grievance conferences or meetings.

C. The Union will notify the hospital in writing the names of all Union officers and aides and the Hospital will only recognize those persons named upon the latest list so furnished. No employee may

serve as steward in any of the above classifications until she has completed her probationary period of 60 days.

GRIEVANCE PROCEDURE

A. A grievance is defined as any controversy between the parties hereto; or between the Hospital and any employee covered by this Agreement, which relates to:

1. Working conditions at the Hospital applicable to this bargaining unit, not specifically covered by the Agreement, or
2. Interpretation or violation of any provision of this Agreement.
3. To promote maximum harmony of relationship, it is essential that sources of grievances be detected promptly. Therefore, to insure promptness, it is agreed that to be recognized, a grievance must be filed within 45 days following the occurrence of the condition leading to the grievance.

B. The following procedure is to be observed in the settlement of grievances:

1. Any employee having a complaint or grievance shall take the matter up with the Regular House Supervisor or, in their absence, the Director of Nursing, their Steward being present or absent. If the Steward was not present and the matter is still unresolved, then another meeting between the employee and the Regular House Supervisor with the Steward shall take place and try to effect settlement. The Chairman of the Grievance Committee may substitute for other Stewards in case of absence only.
2. If Step #1 does not effect a settlement, then within four (4) working days from such meeting the grievance shall be reported to the Chairman of the Grievance Committee who shall reduce the grievance to writing

and a copy given to the Director of Nursing. The Union Grievance Committee together with the Director of Nursing shall meet within five (5) working days and try to resolve the matter. The Director of Nursing shall give the Chairman of the Grievance Committee at least 48 hours advance notice of such meeting. Within five (5) working days from the conclusion of such meeting, the Director of Nursing shall give a written and signed answer on all copies of the grievance.

3. If Step #2 does not affect a settlement, the grievance shall be referred to the hospital Director of Personnel and a representative of the International Union. They, together with the Grievance Committee and the hospital Assistant Administrator shall meet at the Hospital within fourteen (14) days after the meeting of Step #2 and try to resolve the matter. As soon as possible, but within ten (10) days after conclusion of this meeting, the hospital Director of Personnel shall submit to the Union a written statement of the hospital's decision or position with respect to such grievance. Failure to do so shall constitute acceptance of the union's position.
4. If Step #3 does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to arbitration; provided that said party shall give written notice to the other party of its intention within forty(40) days after receiving the written statement provided for at the conclusion of Step #3. If the party which initiated the grievance does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn. If the right of arbitration is exercised, both parties shall promptly take the necessary steps for

selection of an arbitrator. The arbitrator will be selected from the American Arbitration Association, and their rules and regulations shall be followed. The party that initiated the grievance or grievances may, with mutual consent of the parties, elect to submit them to the Expedited Labor Arbitration Tribunal instead of the regular method as outlined above. If this is done, all other provisions shall still be applicable to the parties hereto.

5. The Arbitrator in Step #4 shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance before him, but he shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement.
6. The cost of such arbitration shall be borne equally by the Hospital and the Union and the decision of the arbitrator shall be final and binding on both parties.

C. In all steps of the grievance procedure described above, either the hospital or the union shall have the right to specify that the aggrieved employee or her Supervisor, or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the hospital and the union.

D. If either party, as such, files a grievance it shall be introduced in the Third Step of the Grievance Procedure.

E. No monetary claim by an employee covered by this Agreement or by the union against the hospital shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the union, as the case may be, to know that the employee or the Union had grounds for such claim

prior to that date; in which case, the claim shall be limited retroactively to a period of forty-five (45) days prior to the date the claim was first filed in writing.

F. Whenever a committeeman or a steward finds it necessary to leave her regular work for the purpose of attending union meetings of any type, or to investigate any grievance, or to execute any phase of the grievance procedure, she shall notify her Charge Nurse, but shall not leave until a substitute worker is provided in her place, if necessary. The Charge Nurse shall act immediately to secure such substitute worker.

G. Permission shall be granted to the International Representative of the Union to enter the Hospital and visit any department at any time provided he observes the code of propriety.

ARTICLE V

Hours & Overtime

A. The normal workweek shall consist of not less than forty (40) straight time hours per staff employee and shall begin with the first shift starting Sunday a.m. and ending with the last shift starting Saturday p.m. except where otherwise stated. The normal work shift shall be eight (8) hours. Should conditions arise whereby the weekly hours must be cut to less than forty (40) hours or a reduction of force, the matter shall be a subject of negotiations between the Union and the Hospital at a meeting prior to any change. Employees schedules shall be posted in each department seven (7) days prior to the start of their schedule. Revisions to the schedule due to Personal Leave days, etc., shall be noted on the master posted schedule but not on the department posted schedule. Any change thereafter shall be by mutual consent of the parties hereto. New schedules shall be subject to the Grievance Procedure as to their reasonableness to the employees involved.

1. There shall be one 20 minute coffee break each day for all employees. The hospital shall furnish the coffee.
2. There shall be a paid 30 minute lunch period; however, employees subject to call as per past practice.
3. All employees working shifts on Sunday shall receive \$4.00 per shift. All employees working shifts on Saturday shall receive \$2.00 per shift (\$4.00 per shift effective 7/1/74). For the purpose of this paragraph, the days are defined as the 24-hour periods beginning at 11 p.m. on the preceding evening.

B. For the purpose of computing overtime, 8 hours shall constitute a day's work. All time worked over 8 hours in any 24-hour period and all time worked over 40 hours in any workweek shall be paid at the rate of time and one-half (1½) provided that overtime rates shall not be paid when more than 8 hours in 24 are worked as a result of employees trading shifts for their own convenience.

C. Definition of employees for purposes of this Agreement.

1. Staff employees: Employees working at least 384 hours in six (6) consecutive pay periods with staff seniority date to be set as of the first day of the six (6) pay periods in which the 384 hours were worked. For these provisions, an employee will be considered staff when placed on the staff roster.
2. Regular part-time employees: Employees averaging less than 384 hours but more than 144 hours of work in 6 pay periods. Hospital staff seniority date is to be adjusted to reflect periods of time spent either in or out of staff employment based on the above averaging process.
3. The above definitions are considered as max-

imum guidelines and do not necessarily prevent an employee from being placed immediately, or at any time, in the category of staff or regular part time by the Hospital, if their status can be then determined. In case of a dispute, the status of an employee shall be reviewed by the parties; subject to the grievance procedure.

4. Staff employees shall be entitled to all the benefits of this Agreement unless expressly provided otherwise. Regular part-time employees shall be entitled to all benefits of this Agreement except such limitations as are placed on them.
5. The Hospital shall not reduce hours of work for anyone solely to prevent people from gaining either staff or regular part-time status.
6. Part-time employees shall not accumulate department seniority.

D. Assignment of Available Work to Regular Part-Time Employees:

1. The Hospital will offer work days available to regular part-time employees as a group of all classifications on the basis of seniority, provided such senior employee has the ability and training to perform the duties of the job offered.
2. Part-time employees shall be scheduled for a minimum of six (6) work days each schedule. They shall work in any department or on any shift and two Saturday and Sunday weekends each schedule if requested. Part-time employees shall be scheduled for no more than 2 shifts per 4-week schedule with employee being able to specify her two (2) shift preferences. Once such choice is made, it is understood that it will be effective for a minimum of three (3) months. Those willing and able to work all three (3) shifts shall

specify by written notice to the Nursing Office.

3. Schedules shall be posted at least four (4) days in advance of the schedule period and shall reflect no more than six (6) continuously scheduled work days. Full-time staff employees shall be scheduled off a minimum of every third Saturday and Sunday weekend.
4. If an employee is unable to work their *scheduled day*, they shall be entitled to change or trade days within their classification with approval of the Nursing Office.
5. Employees shall not trade shifts or working days without the express permission of the Director of Nursing or the Assistant Director of Nursing.

E. Surgery Employees, Standby Pay and Reserve Fund:

1. Standby time shall be paid at the rate of \$5.00 per day - 7:00 a.m. Monday through Friday - for those surgery employees on standby.
2. Standby time shall be paid at the rate of \$10.00 per day - Saturday through Sunday starting 7:00 a.m. Saturday and ending at 7:00 a.m. Monday - for those surgery employees on standby.
3. Standby time shall be paid at the rate of \$10.00 per day for all the specified holidays starting at 7:00 a.m. of the day of the holiday and before a twenty-four (24) hour period.
4. Reserve Fund:
 - a. A reserve fund will be maintained for each employee in surgery who participated in regular standby. All hours in the fund shall be straight time hours and both debits and credits shall be accounted for.
 - b. An employee on standby on Saturday, Sunday or a holiday shall be credited with

- eight (8) straight time hours to her reserve fund for each day. Such credit shall be in addition to pay for hours worked.
- c. Employees who complete their duties in surgery and leave before completing eight hours of work shall be paid for eight hours of work and the hours not worked shall be deducted from the employee's reserve fund.
 - d. An employee's reserve fund shall never exceed eighty (80) hours credit or debit.
 - e. An employee may elect to have hours worked credited to her reserve fund. If the reserve fund balance exceeds 80 hours, or the employee does not have a deficit balance, and so elects, she shall be paid for credit hours as well as hours worked.
5. All call out time shall be computed at a minimum of two (2) hours for each call out; such call out shall be credited in the reserve fund. All time worked over 8 hours in any 24 hour period shall be paid at time and one-half (1½).
6. Should an employee quit, be discharged, retire or die, her hours in the fund shall be paid to her or her heirs. In the event of a deficit of hours upon quitting, the employee shall reimburse the hospital.
- F. 1. Any employee ordered and reporting for work at any time, except as provided in paragraph E, shall receive a minimum of four (4) hours pay. Employees will not be deliberately assigned to do unrelated work, or work which could be done during regular hours in order to try to have them fill in the four (4) hour call-out, except that persons called out to fill a vacancy will complete the shift in which the vacancy occurred.
2. An employee called to fill a vacancy within the first four hours of a shift, who reports

within one hour of the call, shall be paid on the same basis as if such employee had worked the entire shift.

3. Employees reporting for work on their regular shifts without having been properly notified that there will be no work shall receive a minimum of four (4) hours pay at their regular rate. This does not apply to employees trading shifts for their own convenience.
4. Employees work schedules shall not be changed for the period covered by the schedule for the purpose of avoiding overtime.

G. Distribution of Overtime:

1. Overtime shall be distributed among employees in the same classification within the department on as equitable a basis as possible. Whenever practical, the person with the least amount of overtime hours shall be asked first.

2. A chart for each department shall be maintained and kept posted in each department, revised at the end of each pay period, showing overtime hours worked, overtime hours offered and not worked and also the total unscheduled overtime hours available to each employee but not worked through no fault of the Hospital. Refusals of overtime shall be circled.

ARTICLE VI

Holidays

A. The following days shall be recognized as holidays: New Years Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday. If any of the above holidays fall on a Saturday, employees shall receive holiday pay for that day providing they meet the conditions of paragraph 3. below.

B. 1. Staff employees who do not work on the holidays specified above shall receive, as holiday pay, eight (8) straight time hours pay at their regular rate of pay, exclusive of shift differentials, provided they meet all of the following conditions:

a. A new employee shall not be eligible for holiday pay until after thirty (30) days from the date of their employment.

b. The employee shall perform work in the twelve (12) calendar day period immediately preceding or the twelve (12) calendar day period immediately following the holiday, except when absent on scheduled vacation. Should a holiday occur during the first twelve (12) days that an employee, who is otherwise eligible for holiday pay, is laid off, they shall receive the appropriate holiday pay.

c. The employee shall have performed work on her last scheduled work day preceding the holiday and also on her first scheduled work day following the holiday; provided, however, that absence due to illness or other compelling personal reason shall not disqualify an employee for holiday pay if they meet all of the other conditions stipulated. Such absences shall not be abused by employees.

d. Notwithstanding sub paragraph B above, any employee who is on vacation with pay shall receive the extra eight hours holiday pay.

2. Employees ordered to report for work on a holiday, but who fail to report for and perform such work, shall not be entitled to any holiday pay.

3. a. Employees who work on a holiday shall be paid at two and one-half (2½) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to

holiday pay for holidays not worked, except that when an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, he shall receive the balance of his eight (8) hours of holiday pay for hours not worked.

- b. Staff employees may, at their option, elect to receive holiday pay in one of two ways: (1) When scheduled to work, receive $1\frac{1}{2}$ times their straight time hourly rate for the holiday hours worked and accumulate a compensatory day off, and when not scheduled to work, receive no holiday pay and accumulate a compensatory day off, such compensatory days off to be paid for when taken at the rate of 8 hours straight time pay; or (2) when scheduled to work, receive $2\frac{1}{2}$ times their straight time hourly rate for the holiday hours worked, and when not scheduled to work, receive 8 hours straight time holiday pay. All staff employees must sign a statement as to which option they wish, and such statement once signed shall be effective for a minimum of 6 months. All compensatory time off accruing after July 1, 1973, must be used by the following June 30. Compensatory days must be requested seven days in advance of the posting of a schedule and may be granted, providing total numbers off are subject to the approval of the Director of Nurses. If too many requests are received for the same day off, the first request submitted to the Nursing Office shall be granted. Compensatory time off may not be taken on another holiday, but shall be granted if tied to the end of a vacation. Compensatory days off may be taken in conjunction with Personal Leave Days only if such Personal Leave day is requested at the same time as the compensatory day.

4. For the purpose of this paragraph a holiday is defined as a twenty-four (24) hour period beginning at 11 p.m. on the eve of the holiday.

5. Employees not normally scheduled to work on a day which is a holiday shall not have the holiday counted as hours worked for the purpose of computing weekly overtime. Employees normally scheduled to work on a day which is a holiday, and given the day off because it is a holiday, shall have the holiday counted as eight (8) hours of work for the purpose of computing bi-weekly overtime. Actual hours worked on a holiday, not to exceed eight (8) hours, are to be counted for the purpose of computing overtime.

C. An employee called and reporting for work on a holiday shall receive a minimum of four (4) hours pay at double time.

D. Regular Part-time employees shall receive as holiday pay, four (4) hours at straight time pay at their regular rate of pay, exclusive of shift differentials, provided they meet the conditions of paragraph B-1 above.

ARTICLE VII

Vacations & Sick Leave

A. ELIGIBILITY FOR VACATION

1. All employees, other than new employees and regular part-time employees, must work 1,000 hours in the vacation year to be entitled to a vacation as provided for in paragraph B below. Days of paid sick leave, jury duty, vacation time and days off due to injury for which Workmen's Compensation is paid by the hospital, not to exceed one year for such injury, shall be counted as eight (8) hours of work for each day for purposes of computing vacation eligibility.

2. New employees shall be required to work three (3) continuous months prior to July 1 to be eligible for vacation.

B. VACATION ALLOWANCE

1. Any employee with from 1 to 5 years of hospital service on or before July 1 shall be entitled to two (2) weeks of vacation with pay for 10 working days. Any employee with 5 or more years of hospital service on or before July 1 shall be entitled to three (3) weeks vacation with pay for 15 working days. Any employee with 10 or more years of hospital service on or before July 1 shall be entitled to four (4) weeks vacation with pay for 20 working days. Any employee with 15 or more years of hospital service on or before July 1 shall be entitled to five (5) weeks vacation with pay for 25 working days. Any employee with 25 or more years of hospital service on or before July 1 shall be entitled to six (6) weeks vacation with pay for 30 working days.

2. New employees with one (1) year or less of service on July 1 shall receive the following vacation: Any new employee receiving a vacation with pay prior to July 1 shall have such vacation counted as a year of hospital service for determining future vacations. Any employee with from 9 to 12 months of hospital service prior to July 1 shall be entitled to 2 weeks vacation with pay for 10 working days. Any employee with from 6 to 9 months of hospital service prior to July 1 shall be entitled to 1 week vacation with pay for 5 working days. Any employee with from 3 to 6 months of hospital service prior to July 1 shall be entitled to 2½ days vacation with pay for 2½ working days.

3. A day of vacation pay shall consist of eight (8) hours at the individual employee's average straight time hourly earnings for the four week period ending two weeks prior to the beginning of the individual's vacation period. If a general increase in wage rates occurs during the fiscal year prior to the time the vacation is taken, such general increase will be included in the computation of the vacation pay, anything above to the contrary notwithstanding. If the employee's vaca-

tion has been properly scheduled two (2) weeks prior to the date of starting her first week of vacation, she shall, upon request, be given her vacation check on the payday preceding her vacation covering the amount of vacation she is currently taking.

4. The determination of when vacations may be taken is left to the Director of Nursing, who will prepare and post a vacation schedule for each department. The exact time of the vacation must be regulated by the needs of the department. In choosing time for vacation, the oldest employee in department seniority in the department will have first choice, second oldest second choice, etc.

5. Vacation authorization forms will be distributed by April 1 showing the amount of vacation each employee will have in the upcoming vacation year. All vacation time must be selected and forms returned to the department head by April 30 so a master schedule may be prepared, posted and corrections made in the period May 8 through May 22. This is not to say that once selected, an employee does not have the option to change vacations.

6. Employees who split their vacation in units of weeks, seniority will govern the choice of one vacation period only. The interval between May 8 and May 22 shall be used to adjust the vacation schedule. Vacations changed after May 22 will be taken at a time that does not conflict with the vacation of any other employee regardless of seniority. Vacation time for this bargaining unit will be allocated in the following manner: When possible three from each nursing department unit may be off at the same time.

7. Employees must take vacation time off in order to receive vacation pay. An employee who fails to take her vacation within the vacation year in which she is entitled to it shall forfeit such vacation time off and vacation pay. Any employee asked not to take her vacation after

the vacation time has been approved shall have the opportunity to take her vacation time off for vacation purposes before the end of the vacation year.

8. Should an employee be off sick during her scheduled vacation time, she may be permitted to change her vacation to a subsequent date which will not conflict with another employee's vacation. Consideration of such request is contingent upon prompt notice and proof of illness to the employee's immediate superior.

9. When an employee quits with reasonable notice, is discharged for cause, retires or dies, she, or her heirs, shall be paid for unused vacation pay earned in the prior years, plus a pro-rata share of the vacation pay accumulated in the current year, however, the pro-rata share for the current year shall not apply to the discharge cases. Such pay shall not be considered as pay for time worked after date of separation.

10. A person who is in the military service, and who returns to employment at the hospital under such circumstances as to entitle him to rights under the applicable provisions of the Selective Service Act, as amended, shall have the years of military service counted for purposes of determining the number of weeks vacation to which the employee is entitled. An employee injured at the hospital under circumstances such that Workmen's Compensation benefits are paid by the hospital, shall have those years, during which Workmen's Compensation benefits are paid for at least 35 weeks per year, counted for the purpose of determining the number of weeks vacation to which the employee is entitled.

11. There need be no lapse of time between vacations of two different years.

12. Regular part-time employees, as defined in paragraph C-4, Article V, who have worked for the hospital at least 500 hours in the previous vacation year shall be entitled to one-half of the vacation

pay provided for staff employees in paragraph B above. Such vacation shall be computed on the same basis as staff employees and shall be subject to all other conditions of Article VII.

C. ADJUSTMENT OF VACATION ALLOWANCE TO JULY 1 COMMON ANNIVERSARY DATE

1. The vacation year for all employees shall begin on July 1, 1967, and on the first day of July of each year thereafter. Weeks with days in each of two years shall be counted as being in that year which contains the most days of the week. Vacations may be taken at any time during the vacation year (July 1 to June 30) subject to the provisions in this Article.

2. Since vacations were pro-rated to July 1 in prior contracts, it is now assumed that all employees' anniversary dates for vacation purposes is July 1.

D. SICK LEAVE

Sick leave shall be subject to the following regulations: Sick Leave shall accumulate at the rate of one (1) day for each month of service, to a maximum of 100 days (120 days effective 7/1/74 for staff employees, and at the rate of one-half ($\frac{1}{2}$) day for each month of service, to a maximum of 50 days (60 days effective 7/1/74) for part-time employees. Any employee on sick leave shall be paid at his regular rate of pay for such absent days, up to the number of days of sick leave accumulated for such employee.

1. A month of service is defined as follows: (a) For staff employees, eighteen (18) paid days in a calendar month shall be considered sufficient service to earn one (1) sick day. This 18 paid days is a minimum credit for a month of service and will be limited to two (2) such consecutive months of 18 paid days. The employee in the third month must have more than 18 paid days or forfeit credit for one sick day. (b) For part-time employees, six

(6) paid days in a calendar month shall be considered sufficient service to earn one-half ($\frac{1}{2}$) sick day. This 6 paid days is a minimum credit for a month of service and will be limited to two (2) such consecutive months of 6 paid days. The employee in the third month must have more than 6 paid days or forfeit credit for one-half sick day. Sick leave for staff and part-time employees shall be subject to regulations of current contract Article VII.

2. There shall be no loss of sick leave accrual if absenteeism is the result of a Leave of Absence for union business.

3. Upon retirement, employees shall be paid for all unused accumulated sick days at their regular rate of pay.

4. Sick leave may be used only for cases of actual sickness or injury.

5. Sick leave will be paid only if the employee makes every reasonable effort to notify her House Supervisor before the start of her scheduled day of work.

6. The employee will be required to sign a statement of request for sick leave pay.

7. The Department Head may require, in addition to the employee's own statement, a doctor's certificate showing that the time off was due to actual sickness, provided such requirement is reasonable under the existing circumstances. Such a requirement shall not apply to short sick leaves of one or two days, unless such leaves are habitual in nature.

8. Sick leave shall not apply to cases of pregnancy, sickness or injury during Leaves of Absence of more than thirty (30) days duration, or absences where Workmen's Compensation benefits are paid, except that, upon option of employee, sick leave may be used to make up the difference between the employee's average straight time

earnings and the Workmen's Compensation payments.

9. Employees shall be entitled to use up to five (5) of their paid sick days per year for personal use, upon reasonable prior notice to their Department Head. A request for such time off, made at least 48 hours in advance of the time off desired, shall constitute reasonable prior notice, except that requests for all P.L. days to be taken in conjunction with a calendar holiday must be received in the Nursing Office seven days in advance of the posting of the schedule in which the holiday falls. It is further understood in case of personal or family emergency situations the 48 hour requirement will be waived. Consecutive personal days shall not be granted unless in case of employee or family emergency.

ARTICLE VIII

Safety and Health

A. All legal obligations and duties imposed by law upon the hospital for the preservation of life and property shall be complied with to the fullest extent.

B. The employees will abide by all reasonable rules and regulations of the hospital for the protection and the preservation of life and property.

C. When in the opinion of an employee or the union, reasonable protection is not provided for the prevention of injury or the preservation of health, this shall be considered as a proper subject for grievance to be taken up pursuant to the regular grievance procedure.

D. All employees will agree to undergo periodic physical examinations, including chest X-rays, at intervals as prescribed by the hospital management. Employees involved with food handling and certain other activities will agree to undergo serology and other special examinations as requested by hospital management, for the protection of

patients and the maintenance of proper health conditions. Such examinations will be at no cost to the employee. Employees shall also be entitled to free chest X-rays, VDRL blood test and flu shots. Medication and drugs will be available to the employees at invoice cost.

E. There shall be established a joint Safety and Health Committee to meet once a month and take up such safety and health complaints as may be brought forth. Such meetings shall be held during the normal day time working hours and shall not exceed 1½ hours and the Union members shall be paid for all lost time involved.

The Safety and Health Committee shall consist of two (2) members from Local Union 206A and two (2) members of Local Union 204 and two (2) representatives from Management. Union members shall be selected by the Union.

Minutes of all Safety and Health meetings between the Hospital and the Union shall be prepared by the Hospital. Copies of the minutes shall be distributed to all committee members and the Local Union President and Staff Representative. The accuracy of the minutes as prepared by the Hospital shall be subject to review and approval at the next regular monthly meeting.

F. Whenever there is a safety or health inspection by State or Federal Inspectors, they shall be accompanied by a committee member of Local Union 206A. The committeeman shall be paid his regular rate of pay for all time spent on such inspection. A copy of the inspection and any follow-ups shall be furnished to the Safety and Health Committee members and the International Sub-District office.

G. First aid facilities and a registered nurse or a qualified first aid attendant who is an employee of the Hospital shall be provided by the Hospital to the extent necessary to provide adequate first aid for all employees on all shifts for on-the-job incidents.

H. In cases of serious accidents or health hazards to members of Local 206A, the Union safety committeeman shall be notified immediately and he, along with the Hospital representative, shall investigate the accident or health hazard as mutually agreed to. Possible remedial or preventive measures which will, in the opinion of the Union and the Hospital, prevent reoccurrences shall promptly be put into effect. Their findings shall be reported to the Safety and Health Committee at its next regularly scheduled monthly meeting. Any working time lost by the union committeeman in such investigations shall be paid for by the Hospital.

I. Copies of all incident reports involving employees in Local 206A shall be made available to the Safety and Health Committee at their regularly scheduled monthly meetings.

ARTICLE IX

Wages

A. The persons employed in the job classifications set forth on the schedule (Schedule A) shall be paid the wages set forth therein during the term of this Agreement, except that new employees, during their probationary period, shall be paid 5¢ per hour less.

B. Period No.	Period Covered	Shift Premium
1	7 a.m. to 3 p.m.	0
2	3 p.m. to 11 p.m.	20¢
3	11 p.m. to 7 a.m.	25¢

In all cases, shift premium shall be paid on the basis of actual hours worked in each of the above periods; provided that, when an employee performs continuous work during more than one of the above periods, she shall receive shift premiums for the total hours of continuous work based upon the shift premium applicable to the period in which the majority of such hours fall. (In case hours of work fall equally into two

periods, the higher premium shall be paid for all hours worked).

C. The job classifications and wage rates as listed in Schedule A shall remain fixed and unchanged during the life of this Agreement and there shall be no combining of job classifications, except that it is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustment of existing wage rates, because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established, or when changes in an existing job have resulted in a substantial change in the duties of same, the hospital shall set a temporary rate for same and put it into effect; such rate being subject to review by the union in the manner provided below:

At the time of putting such temporary rate into effect, the hospital will notify the President of the union of its action. If the union wishes to negotiate for a revision of such rate, it shall notify the hospital Administrator within fifteen (15) days after notice from the hospital has been given. If, after a meeting of the parties, no agreement is reached, the union may file a grievance within fifteen (15) days after such meeting; the basis of such grievance being the question of fairness of the rate to be established. The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the temporary rate was put into effect. If the union fails to take the required action within the time limits specified above, the temporary rate established by the employer shall become permanent and not subject to change for the remaining term of this Agreement. If, at any time, the union feels that a new job has been created and has not been established and classified by the hospital, or that the duties of existing jobs have changed substantially, the union may take this up pursuant to the grievance procedure.

D. When any employee feels the nature of their work entitles them to a change in their job classification, this matter shall be presented to the hospital through the regular grievance procedure.

E. Payments of wages shall be made biweekly, whenever possible, on Thursday but no later than Friday. During a week in which a holiday falls, payday shall be on Friday.

ARTICLE X

Insurance

A. The Hospital shall make available to employees and pay the entire premium on the following Blue Cross-Blue Shield plan: Comprehensive Hospital; D45NM; MVF-1 and ML (semi-private); Master Medical (Option 4); and Riders F-FC and S-SA-SDGB. Present employees now receiving 40% of the monthly premium for single subscriber ward rate, in lieu of Blue Cross-Blue Shield insurance, may continue to do so. Those employees will be red circled; others cannot elect to receive money in lieu of insurance.

B. The Hospital shall put into effect a life insurance plan whereby full time employees are insured for \$6,000 and part-time employees for \$3,000 with the Hospital paying the full premiums. The Hospital shall provide a life insurance policy in the amount of \$3,000 for all present and future retirees.

C. The hospital shall also put into effect a special liability policy covering each employee in an amount not less than \$200,000.00.

D. Employees who are absent because of illness, maternity leave, or are laid off shall have their Blue Cross-Blue Shield and life insurance coverage paid for by the Hospital for another sixty (60) days after the month in which their absence started.

ARTICLE XI

Longevity Benefits

- A. 1. 2% of gross annual pay based on last complete fiscal year will be paid on completion of 5 years of service.
2. 3% of gross annual pay based on last complete fiscal year on completion of 10 years of service.
3. 4% of gross annual pay based on last complete fiscal year will be paid on completion of 20 or more years of service; it is understood that the first qualifying year for this benefit will be July 1, 1973 to June 30, 1974, and the first payment of 4% based on that year will be made in December of 1974.
4. Only those employees who have received pay for 600 hours or more in the preceding years will receive longevity payment.
5. Longevity payment will be received on approximately December 1 of each year.
6. To qualify for the December 1 payment the necessary years must have been accumulated by the preceding July 1. In case the employee leaves the service of the hospital prior to December 1, the payment shall be included with the separation payment.
7. An employee who voluntarily leaves the service of the hospital shall be entitled to pro-rated longevity payment.
8. An employee who involuntarily leaves the service of the hospital shall not be entitled to pro-rated longevity payment.
9. Years in which an employee has been paid for 600 hours will count as a year toward future accumulation for the purpose of longevity payment as long as there has been no interruption in service at Alpena General.

ARTICLE XII

Funeral Leave

A. Regular full time employees will be permitted, upon proper notice to their supervisor, to be absent from work without loss of pay in accordance with the following schedule upon the occurrence of the death in the employee's immediate family of the persons named below:

Up to three (3) consecutive working days upon the death of the employee's

Wife or Husband	Father-in-law
Child	Mother-in-law
Father	Brother
Mother	Sister

One (1) working day upon the death of the sister-in-law or brother-in-law of the employee.

B. Part-time employees, if scheduled or assigned to work on the agreed hospital work schedule, will be permitted, upon notification to their House Supervisor, to be absent from work for one work day without loss of pay, upon the occurrence of the death in the employee's immediate family, husband, or wife's family consistent with paragraph A above.

C. Proof of death may be required by the hospital. Such proof can be in the form of newspaper clippings, death certificate or obituary notices.

D. Leaves of absence shall be granted by the hospital for additional time in connection with funeral leave and estate problems when necessary; such leaves shall be without pay.

ARTICLE XIII

Leaves of Absence

A. In the event an employee or employees are selected by this union or any labor organization with which this union is affiliated to perform any task or attend any meeting or institutes which

necessitates a Leave of Absence, they shall be granted such Leave of Absence without pay or loss of seniority, provided that care of patients or other necessary hospital services are not unduly harmed by the number or classification of such employees being absent.

B. Leaves of Absence without limitation shall be granted in cases of job connected illness or injury, subject to medical verification.

C. Leaves of Absence without pay shall be granted for a period not exceeding thirty (30) days for personal injury or illness. Medical verification will be required not later than the third day of absence. Such leaves shall be renewed for periods of thirty (30) days, subject to medical verification and not to exceed a continuous period of two (2) years.

D. Leaves of Absence for good and sufficient cause may be granted for a period of thirty (30) days and may be extended upon mutual consent of the parties hereto. Any employee who engages in other employment will be considered as having quit.

E. Employees who are elected to a political office in the municipal, county, state, federal government, or are appointed to public office, will be granted a Leave of Absence without pay and without loss of seniority, but will not accumulate seniority. However, such leave must be renewed by notification to the hospital Administrator at the conclusion of each term of office and prior to commencing another term of office.

F. Upon application to the hospital Administration, an employee may be granted a Leave of Absence without pay for the purpose of job related education. Such Leave of Absence may be granted for a period not to exceed two (2) years, provided that semester reviews show that passing grades are being maintained. An employee absent on such leave who fails to submit academic reports when

requested shall be considered as having voluntarily resigned.

G. An employee who becomes pregnant shall be granted a maternity Leave of Absence without pay, commencing not later than the end of the sixth month of pregnancy, unless the hospital Administration, with the advice of her physician, consents to her working after that date. A maternity Leave of Absence shall end three (3) months following the termination of her pregnancy, if the employee is adjudged able to work by the physician attending. However, if further Leave of Absence due to complication of this pregnancy is recommended by her physician an additional leave shall be granted by the hospital, not to exceed ninety (90) days.

H. All Leaves of Absence must be recorded on a Leave of Absence form, to be furnished by the hospital. Forms shall be completed and returned to the Administration prior to such a leave, except in emergency cases. Approval shall be in accordance with the above individual paragraphs.

ARTICLE XIV

Jury Duty

It is agreed that the hospital shall share in any wage loss incurred by an employee (as distinguished from a probationary employee) because of jury service by payment of the difference between the amount received for such jury service on the day such employee would have been regularly scheduled to work at his regular rate of pay.

ARTICLE XV

Retirement Plan

The present retirement system for the "General City Members" shall continue.

ARTICLE XVI

Discipline

A. The hospital will establish and publish reasonable rules and regulations governing the conduct of employees, as are necessary for the proper operation of the hospital, and the proper care of patients, and to impose corrective discipline for infraction of these rules and regulations. (Exhibit B)

Disciplinary warnings and actions by the hospital may be appealed through the Grievance Procedure.

B. Whenever an employee is discharged or suspended, the hospital shall immediately orally notify the appropriate steward or the Chairman of the Grievance Committee. The hospital shall also notify the Chairman of the Grievance Committee in writing within twenty-four (24) hours, giving the reason for such discharge or suspension.

C. The union may object to any rules or regulations it considers unreasonable or in conflict with other provisions of this Agreement; subject to the grievance procedure.

D. The rules and regulations are attached hereto as part of Exhibit B and mutually agreed upon.

ARTICLE XVII

Strikes and Violations

A. Adequate procedure having been provided for the equitable settlement of any grievance arising under this Agreement, the parties hereto agree that there shall be no suspension of work through strikes, slowdowns, lockouts, or otherwise, during the life of this Agreement.

B. The hospital shall have the right to discharge or discipline any employee participating in any strike, slowdown, or other suspension of work; and the union agrees not to oppose such action. However, it is understood that the union shall have recourse to the grievance procedure as

to matters of fact in the alleged action of such employee.

C. In the case of any strike, slowdown, or other suspension of work not authorized by the International Union, the Local Union, or any of their officers, the hospital agrees that neither the International Union, the Local Union, nor their officers shall be liable for damages, provided that the Union shall promptly and in good faith use every reasonable means at its disposal to bring about a resumption of normal operations.

ARTICLE XVIII

Other Conditions of Employment

A. 1. The Hospital shall pay for all special nursing hours and/or time spent on trips when authorized by the Nursing Office in accordance with the rates and overtime provisions herein.

2. All perineal and abdominal preps on male patients shall be done by the orderly on duty in the hospital except in the case of an emergency.

3. Two employees will, whenever possible, be scheduled on the 11-7 shift in Emergency Room.

4. Hospital agrees to provide an Orderly on all shifts at all times.

5. The Hospital agrees to have the Report start at five minutes to the hour.

6. The Hospital agrees that it will make every effort, consistent with the availability of personnel, to have a minimum of two nursing employees on duty in the Mental Health Center at all times.

7. The Hospital agrees to provide indentifying car stickers for employees' cars.

8. The Hospital agrees that the Registered Nurses on duty will contact the Director of Nursing for additional help, when needed, to wash bed units.

9. In case of illness, an employee sent home by a doctor or House Supervisor may elect to receive one of their sick days in addition to their pay for hours actually worked.

B. The Hospital will provide to the Union adequate bulletin boards at the time clock and such other locations selected by the parties, if needed, to be used by the Union; provided however, that each notice or other matter to be posted shall have the approval of the Administrator.

Notwithstanding the above restrictions, the Union shall be permitted to post, without approval, notice of union meetings, union elections and results of same, and union recreational and social events.

C. Employees who are required to work two (2) or more hours after the end of their regular shift shall be provided with a lunch with the hospital paying a maximum of one dollar and fifty cents (\$1.50). Any amount exceeding this to be paid by the employee.

D. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.

E. The union may conduct local and international elections at the hospital, provided they do not unduly conflict with the work at the hospital.

F. The Hospital shall notify the union of any change of date, time or place of the Board of Trustees meetings so that the union may be represented if they so desire.

G. The Hospital will launder uniforms of employees free of charge as in the past, providing that such uniforms meet the standard established by the hospital as to style and appearance.

H. All carts and beds shall be manned by 2 employees when transferring patients when requested by affected employees.

I. LPN's not having a medicine course or special training in the department shall not be in charge of the department.

J. Orderlies will not be regularly assigned patients on any shift. Irregular assignment of patients to orderlies will not be abused.

K. The Hospitaal shall make every effort to make available a medicine course and offer it to LPN's in accordance with their seniority, at no cost to the employee for books and tuition.

L. There shall be an orderly in Mental Health at all times.

M. LPN's shall have the right to refuse taking charge of a department if they feel not qualified.

N. Pediatrics will be covered by an RN on all shifts.

O. LPN students who have taken State Boards Exams and have not been notified as to the result of same shall not pass medicine except under direct supervision.

P. The Hospital will pay for printing of booklets which will bear the Union bug. Contract booklets with Union bug to be ready within at least three (3) months after signing.

Q. The parties recognize that the establishment of Departmental seniority poses some problems in arriving at each employee's department seniority date; therefore, the parties agree to immediately work out a mutually agreeable method of establishing these dates.

R. The Wage Schedule shall reflect a twenty (20¢) cent per hour increase in all classifications effective July 1, 1973.

S. An employee who is scheduled to work may not cancel out their scheduled work day or days

to accept a position as a special duty nurse, without the consent of the Hospital.

T. Without any requirement of posting, it is the practice of the Hospital to employ students as temporary employees for summer work whenever practical. A person who has stated intention to continue formal education is considered a student in the meaning of this paragraph, and will be required to sign a personnel slip indicating this intention at the time of employment. New employees who do not state such intention will not be considered a temporary employee under the provisions of this paragraph. Any person considered as a temporary employee will have no re-employment rights upon completion of this summer employment. All such temporary employees will be terminated not later than September 30th. These temporary employees shall not have any bidding rights. Such student temporary employees shall be eligible only for their straight time pay, overtime and holiday premium pay but shall not be entitled to other premium pay or any other benefits as provided in this Agreement.

U. Any changes or clarifications in the contract after conclusion of negotiations will be explained at a meeting of the hospital Department Heads with the International Representative, President, and Chairman of the Grievance Committee of this local union being present. Such meeting shall be within 30 days after Union ratification.

V. The proposals made by each party during negotiations leading to the Agreements and the discussions had with respect thereto shall not be used, or referred to, in any way during or in connection with the Step 4 arbitration hearing of any grievance arising under the provisions of this Agreement.

ARTICLE XIX

A. GOVERNMENT LAWS

This Agreement is subject to government laws

and in the event that any provision of this Agreement shall at any time be held contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided thereafter, such provision shall be void and inoperative, however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

B. DURATION AND RENEWAL

The terms of this Agreement shall become effective as of July 1, 1973, except as otherwise noted, and continue until June 30, 1974, The Agreement shall then be automatically renewed, for additional periods of one year unless either party shall notify the other party at least sixty (60) days before the expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within fifteen (15) days from the time of such notice for the purpose of negotiating any changes or renewal.

IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Alpena, Michigan, September 13th 1973.

ALPENA GENERAL HOSPITAL

Kenneth L. Dextrom
Ray C. Howard
Robert L. Jason
Richard D. Hill

UNITED STEELWORKERS OF AMERICA,
AFL-CIO

I. W. Abel
John S. Johns
Walter J. Burke
Charles G. Younglove
Robert W. Kurtz
Lillian Wright
Virginia Polluch
Jean Piper
Jeannette Cramer
Mary Ellen Marciniak

**ALPENA GENERAL HOSPITAL
LOCAL 206A**

**SCHEDULE OF HOURLY WAGE RATES
Effective July 1, 1973**

Licensed Practical Nurse	3.73
Nurses Aide	3.43
Orderlies	3.43
Ward Clerk	3.38
Ward Helper	3.28
Nursing Office Stenographer	3.68

Employees performing work in the following categories shall be paid accordingly:

Charge Nurse (includes medicine)	3.78
Emergency Room	3.78
Oxygen Therapist	3.78
Surgery	3.78
Medicine Nurse (not in charge)	3.78

EXHIBIT "B"

Employees are informed of the general rules they are expected to observe. Copies of the rules are posted so that the employees can refer to them.

When an employee violates a rule, they are verbally warned by their Department Head, and are cautioned about further infraction. If the employee again violates the rules, they are again warned by the Department Head, and a written record of warning is prepared with a copy to employee and Chairman of the Grievance Committee. If the employee again violates the rules and regulations, they may be disciplined by suspension or dismissal after a review of the facts and their disciplinary record. (In some instances, where the employee is endangering the welfare of patients or other employees by their actions, they may be immediately suspended, pending investigation and decision).

As a general rule, disciplinary actions and records occurring more than two (2) years previous to the present incident will not be considered in determining discipline. Records of discipline on an individual will not be used after two (2) years have elapsed.

EXHIBIT "B"

1. Willful damage of hospital equipment and property.
2. Habitual absences and tardiness.
3. Abuse of relief or lunch periods.
4. Punching another employee's time card.
5. Stealing from employees, the hospital or patients.
6. Use of narcotics.
7. Drinking on the job or being drunk on the job.
8. Failure to wear protective equipment where instructed and required.
9. Failure to perform the duties of your job or refusing to follow reasonable orders.
10. Posting or removal of Bulletin Board notices without authorization.
11. Fighting on hospital property, except in self-defense.
12. Violation of hospital parking regulations.
13. Falsifying Hospital records or disclosing confidential information concerning patients.