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AGREEMENT

BETWEEN

ROGERS CITY HOSPITAL

ROGERS CITY, MICHIGAN

AND

ROGERS CITY HOSPITAL  
CHAPTER OF LOCAL 1325

AFFILIATED WITH

COUNCIL NO. 55, A.F.S.C. & M.E., A.F.L.-C.I.O.

*Rogers City Hospital  
Rogers City, Mich. 49779*

*Rogers City Hospital*

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## AGREEMENT

This agreement is entered into on this 1st day of May, 1974 between the Rogers City Hospital, Rogers City, Michigan (hereinafter referred to as the "Hospital") and Rogers City Hospital Chapter of Local 1325, affiliated with Council #55, 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 the agreement is to set forth the Hospital and the Union's agreements in respect to Wages, Rates of Pay, Hours of employment, to provide procedures for the adjustment of grievances and other conditions of employment; and to promote orderly and peaceful labor relations for the mutual interest of the Hospital, the Employees and the Union.

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

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

"There shall be no discrimination against any employee or employees by either the Employer or the Union in regards to hiring, tenure of employment, promotions or other conditions of employment because of race, creed, national origin, sex, religious affiliation or age."

### 1. Recognition (1) Employees covered.

Pursuant to and in accordance with all applicable provisions of Act #379 of the Public Acts of 1965 for the State of Michigan, as amended, the Hospital 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 Hospital included in the bargaining units described below.

All employees, but excluding Registered Nurses, Nurse Anesthetists, Medical Records Librarian, Administrator's Secretary, Pharmacist, Business Manager, and Supervisors as defined in the Act, and only those.

Employees qualifying as Irregular Part Time on payroll as of the date of this contract renewal. These employees will be Red Checked and any change of their employment status (Such as moving to regular part time, full time or quit) shall remove them from this exception.

The above to include all full-time regular employees who normally work a regular 40-hour week.

The above to include regular part-time employees working a minimum of 60 hours per month for a minimum of 720 hours per year.

2. Recognition of the Hospital's Rights and Responsibilities.

The Union recognizes and agrees that the Hospital reserves and retains the sole right to manage and operate the Hospital's affairs, 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, and as to all matters in connection with such right subject only to the employees right to grieve, in accordance with the procedure hereinafter provided, when action taken by the Hospital may be claimed to be contrary to a specific limitation, set forth in this Agreement, of the rights of the Hospital.

The parties mutually agree that an employee covered by this agreement shall immediately carry out any order or instruction given him or her by the Hospital (unless his or her doing so would obviously jeopardize the

health or safety of themselves or others beyond any such jeopardy which may usually be involved). He or she shall raise in the grievance procedure any question they had as to the Hospital's right to give them the order or instruction, after complying with the order or instruction, and his question must be based on a reasonable and sensible reading of a specific provision, or provisions of this agreement.

### 3. Aid to other Unions.

The Hospital will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

### 4. Union Membership Requirements.

(a) 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.

(b) 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.

(c) 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.

(d) An employee who shall tender an initiation fee --(if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

(e) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

5. Union dues & initiation fees or service fee.

(a) Payment by check-off

Employees shall tender the initiation fee and monthly membership dues or service fee by signing the authorization for check-off of dues or fee form.

Check-off forms: During the life of this agreement and in accordance with the terms of the form of authorization of check-off of dues and fees, hereinafter set forth, the Hospital agrees to deduct Union membership dues or fees levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following authorization for check-off of dues or fees form:

Unions (D)

#### AUTHORIZATION FORM

To -----

#### EMPLOYEE

I hereby request and authorize you to deduct from my earnings, one of the following:

( ) an amount established by the Union as monthly dues.

or

( ) an amount equivalent to monthly Union dues, which is established as a service fee.

The amount deducted shall be paid to the  
Treasurer of the Local Union -----.

By: -----  
Print last name First name

-----  
Address Zip Code Phone

-----  
Department Classification

-----  
Signature Date

It shall be the Union's responsibility to obtain the  
afore mentioned authorization for Payroll Deduction and  
the Hospital shall have no obligation to deduct dues until  
such card is received. Such form shall comply with the  
requirements of any State & Federal Law.

(b) When Deductions Begin:

Check-Off deductions under all properly  
executed authorization for Check-Off of dues forms shall  
become effective at the time the application is officially  
submitted to the Hospital and shall be deducted from the  
first payroll paid in each month and each month there-  
after.

Any deduction-authorization form, furnished by the  
Union which the Hospital believes to be incomplete or  
in error will be returned to the Union, with written no-  
tation of the reason or reasons for its return, and no  
check-off shall be made under such a form until deficien-  
cies are corrected.

Each month's remittance will be deemed correct  
unless the Union notifies the Hospital in writing within  
15 days that they believe an error exists and details  
their reasons. The Union also agrees to indemnify  
and protect the Hospital from any and all claims,  
suits or other forms of liability arising out of its de-

duction from an employees pay, amounts to cover his obligation to the Union. The Union also assumes full responsibility for the disposition of deductions so made, once they have been sent to the Union.

(c) Remittance of Dues to Financial Officer.

Deduction for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted within 10 working days after deduction has been made.

(d) Termination of Check-Off

An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Hospital of the names of such employees following the end of each month in which the termination took place.

(e) Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Hospital and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

6. Union Representation.

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation. The below listed representation is in proportion to the present work force but is subject to re-evaluation should the work force appreciably increase or decrease.

7. Stewards and Alternate Stewards.

There shall be one Chief Steward for the entire unit and one Steward representing each of the 3 regular shifts to be interpreted as Day Shift, Afternoon Shift and Night Shift.

If deemed necessary by the Union an alternate Steward may be named for each of the regular Stewards.

It is the responsibility of the Union to notify the Hos-

pital Administrator in writing the names of the Stewards and Alternate Stewards.

Alternate Stewards will have no authority to act except in the absence of the Steward.

The Stewards shall not leave their designated assignments without first requesting relief from their immediate supervisor. The supervisor shall be obligated to relieve the Steward as promptly as possible unless in their judgment it would jeopardize the needs of the patients.

A Union representative above provided for, during his working hours, shall suffer no loss of time or pay while performing his grievance services under the grievance procedure hereinafter provided.

#### 8. Special Conferences.

(a) Special conferences for important matters outside the scope of this agreement (and therefore not subject to the grievance procedure hereof) may be arranged between the Chapter Chairman and the Hospital or its designated representative by mutual agreement at the written request of either of them. Such written request shall include an agenda of the matters to be taken up at the meeting and the meeting will be restricted to matters on agenda only.

If the above representative of the parties agree to hold a special conference, they shall arrange for the date, time and place thereof.

Such special conference shall be attended by not less than 2 representatives of the Union and 2 representatives of Management. The parties agree that more representatives may be necessary but only to a number that would be useful to the discussion of the matters.

(b) The Union representatives may meet at a suitable place designated by the Hospital on the Hospital property for at least one-half hour immediately preceding the conference with the representatives of the employees for which a written request has been made.

#### 9. "Grievance Procedure"

"Grievances are charges reasonably and sensibly founded on a complaint by an employee against un-

satisfactory working conditions or a violation of this agreement. Every effort shall be made to adjust grievances in an amicable manner between the employer and the Union. Each written grievance shall include the following:

- (1) Who is effected (Name of Grievant)
- (2) When did it happen? (Date)
- (3) Where did it happen? (Department)
- (4) What happened? (Statement of facts of the case.)
- (5) Why is it a grievance? (What article and sections of the contract have been violated?)
- (6) What adjustment is required to resolve it?

Any employee having a grievance in connection with his employment shall present it to the Hospital as follows:

Step 1. (a) If an employee feels he has a grievance he shall discuss the grievance with the Steward within 7 days of the occurrence or his knowledge thereof.

(b) If Steward agrees with the grievance he shall present it in writing fully documented with the information he has to the immediate supervisor within 7 days of his being informed.

(c) The immediate supervisor must reply in writing to the grievance within 2 days of his receiving the written notice.

Step II: If the grievance has not been settled, it shall be presented in writing by the Chief Steward to the Assistant Administrator and/or Director of Nursing within 5 days after the supervisor's response is due. The Assistant Administrator and/or Director of Nursing shall respond to the Chief Steward in writing within 5 days.

Step III: If the grievance remains unsettled, it shall be presented by the Chapter Chairman, in writing to the Administrator within 7 days after the response of Step II is due. The Administrator shall respond, in writing, to the Chapter Chairman within 5 days.

Step IV: (a) If the answer at Step III is not satisfactory, and the Union wishes to carry it further, they

shall refer the matter to the Union Council within 5 days after the reply of Step III is due.

(b) In the event the Union Council wishes to carry the matter further, it shall, within 30 days from the date of the Hospital's last answer at Step III, meet with the Hospital for the purpose of attempting to select an arbitrator. In the event they cannot agree on an arbitrator within 5 days from the meeting called for that purpose, then an arbitrator shall be selected by the American Arbitration Association in accordance with its rules and procedures.

(c) The arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Hospital. The arbitrator shall make his judgment based on the express terms of this agreement, and shall have no authority to add or subtract from any of the terms of the agreement. Expenses for the arbitrator shall be shared equally between the Hospital and the Union.

(d) A grievance not answered within the time limit provided and specified in Step I shall be automatically advanced to the next higher step.

(e) Any grievance not answered within the time limit as specified in Steps II and III by Hospital shall be deemed settled on the basis of the Union's original demand.

(f) Any grievance not appealed by the Union within the time limits as specified in Steps II and III shall be deemed settled on the basis of the Hospital's last answer.

(g) For the purpose of the grievance procedure a "day" shall be deemed to mean Monday through Friday, and the day on which action is taken shall not be part of the time limit provided.

(h) An employee or Steward or Union representative presenting a grievance in writing shall date the document and obtain a receipt from the Hospital representative to whom he has presented it. This receipt shall show the date and hour the Hospital representa-

tive received it. The Hospital representative shall date his reply and obtain a receipt from the Union representative to whom he presented the answer. This receipt shall show the date and hour the Union representative received it.

#### 10. Withdrawal of Cases.

After a case has been referred to an arbitrator selected by the parties or referred to the American Arbitration Association, the case may not be withdrawn by either party except by mutual consent.

#### 11. Payment of Back Pay Claims.

If the employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within 30 days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

#### 12. Computation of Back Wages.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

#### 13. Discharges and Discipline.

(a) Notice of discharge or discipline: The Hospital or its designated representative agrees that as soon as it is practicable thereafter to notify in writing the Steward in the district of the discharge or discipline. This written notice shall show the nature of the employee's offense, how the offense was committed and any other pertinent information regarding the employee and offense.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the shift and the Hospital will make available an area where he may do so before he is required to leave the property of the Hospital. Upon request and without jeopardizing care of patients, the Hospital or its designated representative will discuss the discharge or discipline with the employee and the Steward.

(c) Should the discharged or disciplined employee

or the Steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Steward to the Hospital within two days of the discharge or discipline. The Hospital will review the discharge or discipline and give its answer within 3 days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to Step III of the grievance procedure.

(d) Use of Past Record: In imposing any discipline on a current charge, the Hospital will not take into account any prior infractions which occurred more than two worked years previously nor impose discipline on any employee for falsification of his employment application after a period of 2 years from his date of hire.

#### 14. Seniority: Probationary Employees:

(a) New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. The Sixty (60) days probationary period shall be accumulated within not more than one hundred thirty-five (135) calendar days. When an employee finished the probationary period by accumulating sixty (60) working days of employment within not more than one hundred thirty-five (135) days, he shall be entered on the seniority list of the unit and shall rank for seniority from the day sixty (60) working days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on a n employee-wide basis, in accordance with the employees last date of hire.

(d) Probationary employees will be required

to join the Union on the completion of (30) thirty working days even though they will remain on probation for a longer period of time.

#### 15. Seniority Lists.

(a) An employee's seniority is his length of continuous service from and after his first day of work following his most recent hiring by the Hospital.

(b) Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

(c) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(d) The Hospital will provide the local Union membership with all changes of status affecting seniority on a 6-months basis.

(e) On its monthly reporting of dues to the Union the Hospital will note any employee's change of status affecting seniority.

(f) When changes are recorded and lists of seniority are posted, any alleged errors must be called to the attention of the Hospital within one calendar month otherwise the lists are deemed to be correct and stand as recorded.

#### (g) Computation of Seniority:

Computation of seniority for regular part-time employees for the purpose of bidding on regular part-time and regular full-time vacancies, or newly created positions will be as follows:

1. When bidding on a regular part-time position, seniority will be recognized from the employee's last date of hire.

2. When bidding on a regular full-time position, the seniority of a regular part-time employee will be computed on the basis of 2,080 hours of work, or fraction thereof, which will be equal to one full year of seniority, or fraction thereof.

#### 16. Loss of Seniority.

An employee shall lose his seniority for the following reasons:

(a) They quit.

(b) They are discharged for proper cause.

(c) He is absent for three (3) consecutive work days without permission from the Hospital. Seniority will be reinstated if absence was due to illness or injury or other serious reason beyond his control. Under these circumstances the employee shall give his reasons for his absence to the Hospital that it would have been unreasonable to have expected him to give notice by presenting the explanation in writing documented as much as possible.

(d) If he does not return to work when recalled from lay-off by the starting time of his shift on the day specified.

(e) He gives false reasons for obtaining a leave-of-absence. He accepts employment elsewhere while on a leave-of-absence or if he is self-employed for the purpose of making a profit during a leave-of-absence. If on sick leave due to illness and the above work mentioned would require a lesser degree of physical fitness than his hospital position so that he could do that work yet not be physically able to do his hospital work this restriction would not apply.

(f) Return from sick leave-of-absence will be treated the same as (d) above. The Hospital's determination that an employee's seniority should not be reinstated may be appealed by the Employee to the grievance procedure, beginning at Step III.

#### 17. Shift Preference:

It is mutually agreed by both parties that the Hospital has the responsibility to maintain the constant services to its patients on a 7 day a week, 24 hour a day basis.

Also, Hospital Employees when hired essentially understand and agree that they may be rotated through the shifts.

It is also recognized that many employees usually have a preference for working on a particular shift and desire regular assignment to the same shift, whatever its hours may be rather than rotate through the shifts.

With knowledge of the foregoing needs and desires, the Hospital agrees to accommodate all the foregoing but by no means changing the essential understanding and agreement of an employees employment, the Hospital and employees provide the following:

Written request for consistent assignment to a particular shift must be submitted by the employee. Assignment of shift requested will be made in seniority order to the extent consistent with the Hospital's responsibility to maintain adequate balanced staffing necessary to provide proper service to the Community.

The Hospital will make every effort to fill vacancies on less desirable shifts but reserves the right to request rotation on shifts by employees until the job can be filled.

All such rotations shall be considered temporary assignments.

An employee, if offered the shift requested and refuses to change may not make another shift change request for at least 3 calendar months.

#### 18. Seniority of Stewards and Officers:

Notwithstanding their position on the seniority list, the Chapter Chairman, The Financial-Record Secretary, The Chief Steward and the 3 Stewards shall, in the event of a lay-off of any type, be continued at work as long as there is a job they have ability to perform and shall be recalled to work in the event of a lay-off in the first job they have the ability to perform.

#### 19. Lay-Off Defined.

(a) The word "Lay-Off" means a reduction in the working force for just cause.

(b) If it becomes necessary for a lay-off, probationary employees in classifications involved will be laid off first. Seniority employees in each affected classification shall be laid off starting from the bottom of the seniority list with exceptions as defined in 18. Employees may bump laterally or down if they meet the classification requirements. In the event the employee bumps down into a classification with a lower

rate of pay then he has presently, his rate will be changed to the lower rate at the step in time (example 6 months or 1 year) that he was in his own classification. This rate to be continued until he is put back in his original classification or he accrues enough time to be promoted in the classification he has bumped into if he is in the 1st or 2nd rate. (Example: start rate or 6 months rate).

If lay-off is known or presumed to be of a permanent nature.

If situation is an emergency or anticipated as short term or of a temporary nature then employee may not bump out of classification either laterally or down unless they are capable of assuming the duties and responsibilities immediately without a training period being involved.

(c) The Hospital shall give the Union a written account of a necessary lay-off within five (5) working days of determination of the lay-off.

#### 20. Recall Procedure.

When the working force is increased after a lay-off, employees who have bumped out of classification shall be returned to their regular classifications, after which employees shall be recalled by classification in order of their seniority.

Notice of recall shall be made by phone, in person, by registered or certified mail to the last known address. If notice is given by phone or in person, the Hospital shall promptly thereafter give to the Chief Steward a written memorandum that it has given such notice. If an employee fails to report to work within 10 calendar days from the date of having been called, told in person, or mailing of notice, he shall be considered a "quit."

#### 21. Transfers.

(a) Transfers of Employees: If an employee is transferred to a position under the Hospital not included in the unit, and is thereafter transferred again to a position within the unit, he shall have accumulated sen-

iority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

(b) The Hospital agrees that in any movement of work not covered under (a) above, not anticipated at this time or unusual and unknown at this time will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.

(c) In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on a basis of seniority if the employee making the bid has ability to perform the work to which transfer is sought. In such cases all vacancies and newly-created positions shall be posted in a conspicuous place in each building of the Hospital at least 7 calendar days prior to filling such vacancy or newly-created position. If deemed necessary, the Hospital shall temporarily assign someone to a job while complying with the posting time, with the person filling the vacancy or newly-created position being thus informed. The only exception to this requirement shall be that only a clerk-typist will be promoted to Senior Clerk with the posting waived when the clerk-typist has demonstrated proficiencies and skills in all duties required of a senior clerk.

## 22 Promotions.

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. New vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar days posting period. The senior employees applying for the promotion and who meet the minimum requirements shall be granted three (3) calendar weeks trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

(b) During the three (3) calendar weeks trial period, the employee shall have the opportunity to revert to his former classification if he gives a logical explanation for his wanting to revert. During this same three (3) calendar weeks trial period if the Hospital discovers the employee does not have the ability to perform or lacks necessary minimum qualifications the Hospital may transfer the employee back to his former job. In either of the above circumstances the Hospital may, at its option, select another bidder from the posting, or if there were no other bidders, the hospital may hire a new employee without reposting the job by so notifying the Union.

(c) During the trial period, employees will receive the probationary rate of the job they are performing or their own rate, whichever is greater.

In the event an employee bids a job classification with a lower rate of pay than he has presently then after the time period if the employee qualifies and is accepted in the lower classification then his rate will be changed to the lower rate to correspond to his new classification. The rate in the new classification to apply will be determined by the employees length of service. For example, if the employee has one (1) year seniority established with the hospital, then they will be given the one (1) year rate of the new classification.

(d) If a job vacancy is not filled through the above methods the Hospital shall have the option of either selecting and training an employee outside the unit or hiring a new employee to fill the vacancy.

#### 23. Veterans - Reinstatement Of.

The re-employment rights of employees will be in accordance with all applicable laws and regulations.

#### 24. Educational Leave of Absence for Veterans.

(a) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Hospital when they are on full time active

duty in the Reserves or National Guard provided proof of service and pay is submitted. A maximum of ten (10) working days per year will be for such duty.

(b) Educational Leave of Absence for members. Such leave shall only be for educational study at a recognized school or hospital and will consist of courses that will be related to one of our hospital's classifications. Accrued seniority shall be preserved and shall be recognized for reinstatement in the classification in which it was earned but seniority shall not be earned while on leave. If the employee desires to be rehired into a different classification, for which they have taken the educational leave, they will be considered for the first vacancy in that classification and will be subject to the same probationary period as a new employee and their seniority from the previous classification will only be considered for vacation earnings, etc. and in the event of a lay-off, could be used to bump in their original classification. This leave shall only apply to regular full-time employees.

#### 25. Leave of Absence

(a) Leave of absence for maternity will be granted, without loss of seniority, and with accumulated seniority, to an employee who is pregnant, for a period of time to be certified by her physician as to his professional opinion as to when she should leave work. Also her leave will be deemed to be terminated when her physician certifies that in his professional opinion sufficient time has elapsed for her to be physically able to resume her duties, but in no case should the time exceed six (6) calendar months after termination of her pregnancy. The regular full-time and regular part-time employee must have at least one (1) year of continuous uninterrupted service as a regular full-time or regular part-time employee immediately preceding application for such leave except for cases involving Workmens Compensation and accidental injuries.

(b) Leave of absence for illness of an employee for other than pregnancy or complication thereof

will be granted for a period of not more than one (1) year without loss of seniority and with accrual of seniority if need for leave due to illness is certified by a physician. Physician must also certify when in his professional opinion the employee is physically and mentally capable of resuming his or her duties. This leave for illness shall be deemed to be terminated upon receipt of this certificate. The regular full-time and regular part-time employee must have at least one (1) year of continuous uninterrupted service as a regular full-time or regular part-time employee immediately preceding application for such leave except for cases involving Workmens Compensation and accidental injuries.

(c) Leave of absence may be granted for a period of time not to exceed one (1) year without loss of seniority and with accrual of seniority for the employee to serve in an elected or appointed Union position.

(d) Leave of absence for illness of an employee's husband, wife, or children which would require a degree of attention making it impossible to work also qualifies for a leave of absence up to one (1) year without loss of seniority, and with accumulated seniority. Illness to be of a nature that the attending physician shall certify to this need. Also leave shall be deemed terminated when physician certifies the need for attention has passed. For unmarried employees the mother, father, unmarried sisters and brothers who would need help from the employee would warrant consideration for a leave of absence as described in this section. The regular full-time and regular part-time employee must have at least one (1) year of continuous uninterrupted service as a regular full-time or regular part-time employee immediately preceding application for such leave except for cases involving Workmens Compensation and accidental injuries.

(e) All leaves of absence described above shall be requested in writing to the Hospital as much in advance as possible.

(f) Members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off as leave of absence, provided no more than two (2) persons shall be absent at any given time and that such leave shall not exceed two (2) calendar weeks in duration and that two (2) weeks notice shall be given in writing to enable the Hospital to provide coverage for the work of the employees, and if unable to provide coverage leave will be canceled as soon as it is known that coverage cannot be obtained.

(g) A personal leave of absence not to exceed thirty (30) calendar days, without pay, for reasonable logical and relevant reasons such as extended illness, uncommon occurrence, out-of-the-ordinary circumstances, etc. may be granted by the Hospital to regular full-time and regular part-time employees who have at least one (1) year of continuous uninterrupted service as regular full-time or regular part-time employees in the Rogers City Hospital immediately preceding application for such leave. Regular full-time employees will continue to accrue seniority but regular part-time employees will not accrue seniority during this time. Both categories will preserve seniority and benefits already accrued. Employees must submit a letter of application for leave of absence at least one (1) week prior to the date they desire the leave of absence to start, except in unusual circumstances, where it is impossible to do so. If the employee fails to return to work at the termination of her leave of absence, her employment is terminated. The judgement of the Hospital on the granting of such leaves shall be final.

#### 26. Union Bulletin Boards.

The Hospital will provide bulletin boards at the time clock and in the employees' dining room which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.

4. Notices of meetings.
5. Posting of Vacant and New Positions.
6. Posting of Seniority Lists.
7. Posting of Allocation of Overtime.
27. Rates for New Jobs.

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Hospital will notify the Union upon establishing a classification and rate structure. In the event the Union does not agree that the description and rates are proper, it shall be subject to negotiation.

#### 28. Temporary Assignments.

(a) Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc. will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such a vacancy.

(b) If there is a temporary surplus or deficiency of employees in any classification covered hereby, the Hospital shall have the right to adjust such surplus or deficiency by assigning employees to work within their classification or to other jobs for which the Hospital deems them qualified, except that the employee has the option to take the time off. Such employee, will receive the rate of pay for the job assigned to or his regular rate, whichever is greater.

When there is more than one (1) employee in a classification from which the temporary transfer or assignment is to be made, the junior employee will be selected, provided he has the present ability to perform the work required, unless a more senior employee so qualified promptly requests the transfer.

A temporary transfer shall not exceed seven (7) calendar days, after which the job will be posted as provided in item 21, or the surplus will be acted upon for possible lay-off.

### 29. Jury Duty

A regular full-time employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular straight time pay for times he would have been scheduled. Proof of jury duty pay must be presented to the Hospital.

The Union and the Employees agree to allow the Hospital to request exemption of the courts of this duty if it would seriously affect the staffing and operation of the Hospital.

### 30. Safety Committee.

A Safety Committee of the employees and the Hospital representatives is hereby established. This committee will include the Steward of each shift and the Hospital Administrator, Director of Nursing and the Business Manager or any other person the Hospital may want to appoint. It shall be this committee's duty to plan Fire Drills, Practice Disaster Plan and keep a constant vigil over the safety of patients, the public and the employees. Meetings shall be held when necessary to carry out the above responsibilities. Immediate formal or informal meetings will be held whenever a hazardous condition is observed. At other times when necessary to program preventative meetings to comply with the Hospital's rules. These meetings to be held at Hospital expense for time involved.

### 31. Equalization of Overtime Hours

Employees who desire overtime when it is available should keep their supervisor informed on a week by week basis stating days and hours they would be available for such overtime. Overtime board for employees to register be made available and overtime hours to be posted monthly covering payrolls normally included in the Hospital's monthly financial report.

The Hospital agrees to protect and provide for a 40 hour minimum work week for all regular full-time employees. All necessary hours of work over and above what the regular full-time employees cover will be distributed to the regular part-time employees on a

basis of seniority in positions these employees are capable and qualified to perform. Any remaining hours of work not covered by this category will then be offered to the temporary part-time employees. Any hours of work not covered by this category will then be considered overtime hours and will be offered to the regular full-time employees. Every attempt will be made to distribute these overtime hours as equally as possible among these employees. An up-to-date list showing overtime hours will be provided the Chapter Chairman upon request. After being presented with an up-to-date list showing overtime hours, the Chapter Chairman has ten (10) working days in which to present an objection if he deems the equalization of overtime hours unfair. If no objection is presented in this time limit, the list will be considered to be fair and accepted as such.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged such employee the average number of overtime of the employees working during that callout period. (Two hours minimum).

Overtime hours will be computed from January 1 through December 31 each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

### 32. Workmen's Compensation -- On-The-Job Injury.

Each employee will be covered by the applicable Workmen's Compensation Laws, and the Hospital further agrees that an employee being eligible for Workmen's Compensation will receive, in addition to his Workmen's Compensation income, an amount to be paid by the Hospital sufficient to make up the difference Between Workmen's Compensation and his average regular take-home pay. That is, his gross regular income for an average work week less deductions normally made for taxes and retirement benefits.

When a doctor chosen by the Hospital and a doctor chosen by the employee or one doctor if chosen by both certifies an employee is capable of returning to

work and the employee does not report to the supervisor, then this benefit is cancelled, regardless of whether the compensation carrier continues payment or not.

33. Temporary Employment Status.

All irregular, part-time, temporary and seasonal employees shall be interpreted as those whose schedule of work would prohibit working more than 720 hours in an anniversary year, using the date of hire as the basis for anniversary. These employees shall not be considered a part of the bargaining unit and shall not be entitled to the benefits as designated in this contract.

34. Working Hours. Shift Premium and Hours.

(a) Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, 10¢ per hour additional compensation. Employees who work the 11 P.M. to 7 A.M. shift shall receive, in addition to their regular pay for the pay period, 15¢ per hour additional compensation.

(b) The first shift is any shift that regularly starts on or after 4:00 A.M. but before 11:00 A.M. The second shift is any shift that regularly starts on or after 11:00 A.M. but before 7:00 P.M. The third shift is any shift that regularly starts on or after 7:00 P.M. but before 4:00 A.M.

(c) The Hospital and the Union recognize and mutually agree that an employee must be at his duty station at the scheduled starting time of his shift. Also, they recognize and mutually agree that, since patient care comes first, an employee directly involved in patient care will report to his duty station slightly ahead of his shift starting time so that the employee going off-shift may give him information as to his patients and of staying on-shift until so relieved by the employee on the next shift who assumes his patient-care responsibility. "Patient-Care" employees will continue to cooperate with each other to keep to a minimum "shift change carry-over time". These same requirements shall apply to the maintenance personnel,

who have the responsibility for the physical plant operation. The hospital will continue to expend its best efforts to keep this "shift carry-over time" to a minimum, to the extent within its control.

Employees will give up to fifteen (15) minutes at shift change-over. After the fifteen (15) minutes, employees shall be compensated with time-and-a-half pay for each quarter hour thereafter, or fraction thereof.

(d) The regular full working day shall consist of eight (8) hours per day.

(e) There shall be a 30 minute paid lunch period in an employees 8-hour work day but the employee must remain in the building and be available and subject to call if needed.

(f) Employees may take one 20 minute coffee break during the half of their shift which has the most continuous hours. This would normally be the first half of the shift for the first shift, the second half of the shift for the second shift and letting the time for lunch determine the time for the third shift. As with the lunch period, the coffee break may be interrupted or changed during unusual circumstances such as emergencies concerning patients care. Supervisors shall indicate the time each employee shall take his coffee break to insure adequate staffing and to alleviate congestion in the dining room areas. Coffee and refreshments and lunch may only be consumed in the dining room or designated and approved areas.

(g) Employees on stand-by call will receive stand-by pay at the rate of \$5.00 for each 8 hours of stand-by time. All employees on stand-by will be guaranteed a minimum of two hours pay whenever called out or total hours worked, whichever is greater, at the rate of time and one half. All other employees called out for duty, other than an earlier starting hour for a regular shift when there will not be a time period in between such hours and start of regular shift, shall be guaranteed a minimum of four paid hours. All

employees called out to assist, inform, or perform duties of a nature that are of known short duration or involving skills temporarily needed to supplement on-duty personnel, then such employees shall be guaranteed a minimum of two (2) hours pay.

(h) An employee, whether regular full time or regular part-time who is permitted to come to work without having been notified that work on the job for which he was scheduled is not available, shall be guaranteed a minimum of 2 hours pay. If work is available in another classification in which he can qualify and this work is offered the employee and they accept this and work a minimum of 4 hours, the above 2 hour guarantee is waived. The employee is not obligated to accept the offer of the work in another classification. The rate of pay for this offered work will be at the employee's regular rate or the rate of pay of the different classification, whichever is greater.

(i) An additional \$3.00 will be paid for each eight (8) hour shift worked on Sunday. The shift starting at 11:00 P.M. Sunday night shall be the night shift granted the additional Sunday Pay.

(j) The two (2) hours guarantee is to cover actual hours and shall not be pyramided. If called back during the same two (2) hours already guaranteed, it will be considered under the two(2) hours time, except, if required work extends beyond the two (2) hours, then total time worked will be compensated.

#### 35. Sick Leave.

(a) All regular full-time employees covered by this Agreement shall accumulate one sick leave day per month, not to exceed twelve (12) days per year, with accumulation not to exceed 120 days.

(b) During this contract year, upon regular retirement as described by the Social Security regulations as it pertains to age 62 years and older, each regular full-time employee shall receive 75% payment of accumulated unused sick leave in excess of thirty (30) days up through 90 days and 100% payment of accumulated

unused sick leave in excess of 90 days up to the maximum of 120 days. Upon the death of a regular full-time employee, 75% payment of accumulated unused sick leave in excess of 45 days shall be paid to his beneficiary or estate. All employees while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement and will be construed as days worked specifically.

(c) An employee who falls ill or is injured, and who expects to be off work so as to use his paid sick time credit, must notify the Hospital as promptly as is practicable under the circumstances. His failure to do so will justify the Hospital's denial of his claim against his paid sick time credit.

(d) Employees will be required to sign a statement of request for sick leave, upon return to work.

(e) The Hospital may require in addition to the employees 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 and provided the Hospital is willing to stand all expenses involved in obtaining this certificate. Such a requirement shall not apply to short sick leaves of less than a week, unless such leaves are habitual in nature.

(f) Sick leave shall not apply to cases of pregnancy, or sickness or injury during leaves of absence of more than thirty (30) days duration.

(g) An employee who works 4 or more hours of his regular shift and then becomes sick enough to leave his work shall receive pay for the entire shift and will not have the time charged against his sick leave credits.

(h) Any regular full-time employee who works a full year (twelve months) without the use of any sick leave will have the option of using five of the twelve days sick leave earned in lieu of saving them but they must be used within three (3) months from the end of

that year and must be approved by the immediate supervisor and must be used at one time for consecutive days. This year shall start as of the effective date of this contract for present employees and the anniversary date for new employees hired after the effective date of this contract.

#### 36. Funeral Leave.

A regular full-time employee shall be allowed three (3) working days as funeral leave for a death in the immediate family. Immediate family is to be defined as follows: Wife or Husband, Child, Father, Mother, Father-in-Law and Mother-in-Law, Sister, Brother and Grandchildren, Son-in-Law and Daughter-in-Law. An additional two (2) working days will be allowed for a death of Husband, Wife and Children. One (1) working day shall be allowed upon the death of Sister-in-Law or Brother-in-law and Grandparents. An additional three (3) days pay from sick leave may also be granted in cases where extensive travel is necessary, assisting in funeral arrangements and estate problems involved. The Hospital may require verification of the death and/or of the relationship of the employee to the deceased, at its discretion, such proof can be in the form of newspaper clippings, death certificate or obituary notice. The Hospital may withhold payment if the employee did not make prompt request for leave, prior to taking off, so that his work could be covered in his absence.

A regular full-time employee selected to be a regular pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave.

The Chapter Chairman, or his representative, shall be allowed one (1) funeral leave day in event of a death of a member of the Union, who is a member of the Rogers City Hospital Chapter of Local 1325, for the exclusive purpose of attending the funeral.

#### 37 Time and One-Half

Time and One-Half will be paid as follows:

- (a) For all hours worked over 8 in one day.

(b) For the Sixth and Seventh work day in one week.

(c) For hours in excess of the regular 40 hour work week.

(d) For all hours worked on holidays that are defined in this Agreement.

#### 38 Double Time

Double time pay will be paid for the hours worked on holidays as defined in this Agreement if the employees' work week in which the holiday falls exceeds 40 hours but only the number of hours that exceed 40. For example, if the employee worked 8 hours on a holiday and the weeks total hours amounted to 42 hours, then only 2 hours of the holiday would be at double time not the entire 8 hours. These 2 hours at double time will be in place of and not in addition to the time and a half normally paid for holiday hours worked. The other 6 hours of the holiday would be at time and a half.

#### 39 Holiday Provisions

The paid holidays are designated as:

New Year's Day

Easter

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day

Employee's Own Birthday

One roving holiday in which the employee must give two (2) weeks notice prior to using.

Employees will be paid their current rate based on an employee's regular scheduled work day for said holidays.

If an employee works on a holiday he may take a day off within the next calendar week or be paid for the day as extra pay but not to be added to time worked for computing overtime.

Under unusual circumstances and at the discretion of the Hospital with the approval of the employee,

holiday time may be taken in advance of time earned.

The usual 11 p.m. to 7 a.m. shift will have New Year's Day Holiday and Christmas Day Holiday starting on the eve of the Holiday or 11 p.m. on Dec. 24th and 11 p.m. on December 31st. All other holidays the 11 p.m. to 7 a.m. shift that starts on the night of the holiday shall be the shift considered for Holiday pay such as Fourth of July the shift starting at 11 p.m. on July 4 shall be used.

The usual 3 p.m. to 11 p.m. shift will have Christmas and New Year's Holidays on the Eve of those days instead of on the Holiday itself or 3 p.m. to 11 p.m. on December 24th and December 31st instead of December 25th and January 1st.

#### 40 Vacation Eligibility

A regular full-time employee will earn credits toward vacation with pay in accordance with the following schedule:

(a) Employees shall earn and be allowed to take one calendar week, or five working days of vacation for each six months of completed full-time employment.

(b) During the fifth year of continuous full-time employment and each year thereafter of continuous full-time employment, a third week of vacation or an additional five (5) working days shall be earned.

(c) During the tenth year of continuous full-time employment, and each year thereafter of continuous full-time employment, a fourth week of vacation or an additional five (5) working days shall be earned.

(d) During the fifteenth year of continuous full-time employment, and each year thereafter of continuous full-time employment, a fifth week of vacation or an additional five (5) working days shall be earned.

(e) For each year of seniority over 15 years, one additional days vacation will be earned.

(f) If the hospital is to be held responsible for checking the eligibility of an employee requesting vacation, and if the vacation is granted by the Hospital and it is later found that the person was ineligible for this

time and if he shall suffer no loss of pay as a result of this error, then the vacation request must be presented in writing to the proper supervisor at least two weeks in advance of vacation dates desired and a request for written confirmation must be made.

(g) Vacations must be taken before end of the employees anniversary date with the hospital.

#### 41 Vacation Period

(a) Vacations will be scheduled at a time mutually agreeable to the employee and the Hospital, and should be scheduled and taken within the year they are earned.

(b) One month's time must lapse between taking one year's vacation and the next year's vacation.

(c) A minimum of six (6) calendar months must be worked into a vacation year before that year's vacation may be taken with pay for first year employees. After completing one full year of employment, subsequent vacations may be taken without working six (6) calendar months into the vacation year if this request is not in violation of any other parts of Item #41 and these other parts are complied with.

(d) Only one week's vacation or 5 days paid vacation during each year may be split and taken in increments of less than the full five days, but not to exceed three (3) different periods of time. (For example, these days can be taken "1 day, 1 day and 3 days," "1 day, 2 days and 2 days," etc.

(e) Any paid vacation time taken in advance of earnings will be carried as liability for the employee and must be repaid if not earned during the continuing employment.

(f) A vacation may not be waived by an employee and extra pay received for work during that period.

(g) When a paid holiday is observed by the Hospital during a scheduled vacation, an additional day shall be taken by the employee and not charged against an employees vacation credit.

(h) If an employee becomes ill, and is under

the care of a duly licensed physician during his vacation, and he provides the Hospital with a physician's certificate to this effect, his vacation will be re-scheduled. In the event his incapacity, due to illness, continues through the year, and he uses up all of his sick leave, he will be awarded payment in lieu of vacation.

(i) Employees may be given consideration in taking one (1) years vacation during the first six (6) months into a new anniversary year if written request is made at least thirty (30) days in advance of the completion of their anniversary year, and if a logical reason is given. If this exception is granted, then one (1) month must lapse between taking one (1) years vacation and taking the new year's vacation.

#### 42 Pay Advance

(a) Pay for vacation may be paid on the pay day immediately preceding the time of vacation is to be taken if a written request is presented to the Hospital one week before the end of the pay period. If not so requested it shall be paid on the pay during which the vacation is taken.

(b) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of lay-off for the current calendar year will have such credit deducted from his vacation the following year.

(c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement. If one years vacation is carried into a new anniversary year by request and approval as in Item #41 Paragraph (i) then that vacation pay will be at the rate of pay employee was on during the anniversary year vacation was earned. If carried over by Hospital request and for their con-

venience, then rate will be at the rate of pay employee is on when taking the vacation.

(d) Vacation credits shall not be earned while an employee is on extended leave of absence without pay.

#### 43 Hospitalization - Medical Coverage

The Hospital agrees to provide and pay subscriber benefits for all regular full-time and regular part-time employees currently enrolled under the present Insurance policy, Michigan Blue Cross-Blue Shield up to a maximum of \$42.00 per month per subscriber as long as they maintain continuous employment as a regular full-time or regular part-time employee and as long as they remain eligible and qualify for the plan. The Hospital further agrees to compile a list of regular full-time and regular part-time employees as of May 1, 1971 and as long as they maintain continuous employment status of regular full-time or regular part-time would provide them the above described coverage if their status should change so that they would meet the eligibility and qualifications of the policy. After May 1, 1971, all new hires, re-hires or change of status to regular full-time or regular part-time from some other status will be provided single subscriber rate paid by the Hospital if they meet the qualifications and eligibility of the plan with additional coverage available but paid for by the employee.

During a leave of absence of thirty (30) days or less, or if employee is off work and qualifies under Workmen's Compensation, the Hospital will continue to pay above described Hospitalization Insurance.

Any services rendered by the Rogers City Hospital to employees and their families, who are covered by insurance other than the hospital's Blue Cross, that would have been a paid benefit by the hospital's Blue Cross, but is not a benefit by the other insurance, will be written off as an employee's discount.

#### 44 Physical Examination

An employee will submit to a chest x-ray and/or a T.B. Test and a blood test at the time of employ-

ment and each year thereafter. A health history may also be required. Other laboratory tests and x-rays may be requested if deemed advisable by the Hospital and will be given or repeated when called for in the Hospital's judgement. The Hospital will bear full costs of these tests.

#### 45 Social Security

Both the Hospital and the employee have to pay the same amount of Social Security taxes on an employee's gross earnings, up to an amount established by law. The Hospital deducts the employee's Social Security Tax from his pay check, matches the amount deducted, and remits the total amount to the Federal Government, to the credit of the employee's Social Security account.

#### 46 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. Provision invalidated to be negotiated.

#### 47 Addresses and Telephone Numbers of Employees

Each employee covered by this Agreement, whether he is on or off the active payroll of the Hospital, shall keep the Hospital currently advised of his current 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 presents this information in writing to the Hospital and receives a receipt for same.

In the case of an employee off the Hospital's active payroll (such as on lay-off, leave of absence, vacation, etc.) notice of change of address or of telephone number shall be deemed given only if the employees follow the procedure above, or gives notice by registered or certified mail to the Hospital.

The Hospital shall be entitled to reply on the last address and telephone number furnished to it by an employee pursuant to the foregoing, and shall have no

responsibility to an employee for his failure to receive notice which arises from his not following the procedures above.

#### 48 Parking Facilities

The Hospital will continue to provide parking facilities for use by an employee. Employees covered hereby shall park only in area (s) designated for their use, and shall comply with all reasonable parking regulations of the Hospital in their use thereof.

#### 49 Pronouns, Use of

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

#### 50 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.

#### 51 Volunteer Service Organizations and Workers

The Union and Employees agree that volunteer organizations and workers such as "Women's Auxiliary, Kiwanis Club, Lion's Club, etc." 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 jeopardize the employment of employees. These volunteers shall not be used to fill regular staff vacancies, replacement of employees or as a supplement to employees in doing employees duties. The Hospital shall have the right to use all services of such nature as long as it does not conflict with the above exclusions and neither the Union or the employees shall interfere in any way with the activities or duties of any such volunteer organization or workers.

During the time of this agreement, the Hospital shall not contract out or sub-contract any work in whole or in part that is regularly or normally performed by

members of the bargaining unit without first discussing it with the Chapter Chairman or a Committee he may appoint.

#### 52 Work Rules & Regulations

(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.

(b) Disciplinary warnings and actions by the Hospital may be appealed through the Grievance Procedure.

(c) The Hospital agrees to the creation of a Rules & Regulations Committee consisting of no more than three (3) members appointed by the Union and no more than three (3) members appointed by management. Their responsibility shall be to review the existing work rules and regulations and to act as a review board for all changes and additions of work rules and regulations.

#### 53 Computation of Benefits

Hours actually worked, paid as vacation, paid as sick leave, jury duty, paid as funeral leave and paid hours allowed for holidays shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement. Hours such as the half-time hours for time and one-half and the extra time for double time shall not be counted for the purpose of computing any of the benefits under this Agreement.

#### 54 Life Insurance Coverage

(a) The Hospital agrees to pay the full premium of a term-life insurance plan for each employee covered under this contract while employed and to commence after probationary period is served by new and rehired employees.

During a leave of absence of thirty (30) days or less, or if employee is off work and qualifies under Workmen's Compensation, the Hospital will pay the

necessary premiums to keep the insurance in effect during this time off.

(b) The plan will provide \$3,000.00 face value for each employee from the completion of their probationary period of employment.

(c) The Hospital agrees to pay 100% of the cost of \$1,000.00 life insurance after retirement at normal retirement age.

#### 55 Pensions

The Hospital agrees to continue the present Aetna Life Insurance Co. Retirement Plan if possible, or its equivalent if for some uncontrolled reason the existing policy is withdrawn or canceled by the Aetna Insurance Co. In event of the latter, this item will be subject to negotiations.

#### 56 Uniforms

The Hospital agrees to continue the present practice of laundering employees work clothes and uniforms as long as this service does not conflict with the overall operation of the laundry in its primary function of Hospital laundering. The Hospital further agrees to continue the present practice of providing protective clothing to employees, such as rubber gloves, work gloves, aprons (rubber and cloth), surgical caps, scrub gowns, and further agrees to provide at least one cover-all suit for each employee in the maintenance department. The Hospital maintains the right to choose the uniforms and clothing it will provide. Any and all of the above items provided by the Hospital shall not be taken out of the Hospital either in a clean or soiled condition.

#### 57 Payroll Periods and Day of Pay:

Each pay will be computed in two weeks increments according to the current practice. Day of pay will be no later than Friday of the week following the end of the payroll period and earlier in the week whenever possible.

#### 58 Work Performed by Supervisors

The Hospital agrees that Supervisors shall restrict their bargaining unit work activities not to exceed 40% of their time routinely except in case of emergency,

as set forth and defined in the Federal "Fair Labor Standards Act."

59 Job Descriptions

The parties to this Agreement agree that during the term of this Agreement they will discuss and develop job descriptions for employees within the Bargaining Unit.

60 Regular Part-Time Employees will be paid an additional .10¢ per hour in lieu of vacation, sick leave and death in immediate family benefits.

Longevity payments of .02 (two cents) per hour for each year of service over five (5) years through the fifteenth (15th) year or a total of .20 (twenty cents) per hour and .03 (three cents) an hour for the 16th year of service and each year thereafter.

Shift differential shall not be paid for time-off with pay, such as, vacations, sick leave, holidays, etc.

60 Classification and Rates		Start	6 mos.	1 year
1.	L.P.N.	3.15	3.20	3.25
2.	L.P.N.-Med.	3.35	3.40	3.45
3.	L.P.N.-Med. - Charge (act. hrs. worked)	3.50	3.55	3.60
4.	P.N.	2.95	3.00	3.05
5.	P.T. - L.P.N.	3.15	3.20	3.25
6.	P.T. - P.N.	2.95	3.00	3.05
7.	P.T. Aide	2.65	2.70	2.80
8.	Surgical Technician	2.85	3.05	3.25
9.	Nurses Aide	2.65	2.70	2.80
10.	O. T. Aide	2.65	2.70	2.80
11.	Ward Clerk	2.75	2.80	2.85
12.	Orderly	2.70	2.75	2.85
13.	Nurses' Aide Helper	2.40	2.45	2.50
14.	Lab Tech.	3.70	3.80	3.95
15.	X-Ray & Lab Tech.	4.05	4.15	4.30
16.	X-Ray Aide	2.80	2.85	2.95
17.	Chief Engineer & Maint. Foreman	4.20	4.35	4.55

	<b>Start</b>	<b>6 mos.</b>	<b>1 year</b>
18. Assistant to Chief Engineer	3.65	3.80	4.05
19. Maintenance Janitor	3.40	3.45	3.50
20. Janitor	3.15	3.30	3.40
21. Orderly Custodian	3.35	3.55	3.65
22. Laundry Mgr. & Boiler Ass't.	3.45	3.60	3.95
23. Washman	3.15	3.30	3.40
24. Laundry Maid	2.55	2.60	2.65
25. Head Housekeeper	3.35	3.40	3.50
26. Housekeeping Maid	2.55	2.60	2.65
27. Cook	2.80	2.90	3.00
28. Second Cook	2.70	2.75	2.85
29. Kitchen Aide	2.55	2.60	2.70
30. Bookkeeper	3.65	3.85	3.95
31. Junior Bookkeeper	3.30	3.40	3.50
32. Senior Clerk	3.00	3.10	3.20
33. Clerk Typist	2.80	2.85	2.90
34. Med. Rec. Senior Clerk	3.10	3.20	3.30
35. Med. Rec. Clerk Typist	2.80	2.85	2.90
36. L.P.N., P.A. & Supply Ctrl.	3.60	3.75	3.90
37. Lab. & X-Ray Director	4.40	4.55	4.80

### 61 Termination and Modification

This Agreement shall continue in full force and effect until Midnight April 30, 1975.

(a) If either party desires to amend and/or terminate this Agreement, it shall, 60 days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on 60 days written notice prior to the current year's termination date.

(c) In the event of a written notice of termination of Modification the parties agree to begin to hold negotiation meetings 45 days prior to the termination date.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(e) Notice of Termination or Modification Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Council 55, AFSCME AFL-CIO, 1034 N. Washington, Lansing, Michigan, 48906 and if the Hospital, addressed: Administrator, Rogers City Hospital, 555 N. Bradley Highway, Rogers City, Michigan, 49779, or to any such address as the Union or the Hospital may make available to each other.

(f) The Hospital agrees to make available to each present employee covered under this agreement a copy of this agreement and to supply to the Chapter Chairman sufficient copies for each new employee covered by this agreement entering the employment of the hospital. Form and type of printing to be similar to last two booklets.

62 Effective Date

This Agreement shall become effective as of May 1, 1974.

In witness whereof, the parties have caused this instrument to be executed on May 1, 1974.

This contract shall be for a one-year period.

For the Union

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In Presence of:

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For the Hospital

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In Presence of:

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