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St. Joseph Hospital

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AGREEMENT

PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 1973 between ST. JOSEPH HOSPITAL, 302 Kensington, Flint, Michigan, hereinafter referred to as the "Hospital", and Local 2635, affiliated with Council 29, and chartered by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter collectively (i.e., Local 2635 and Council 29) referred to as the "Union".

WITNESSETH AS FOLLOWS:

That in consideration of the mutual understandings and agreements hereinafter set forth to provide orderly collective bargaining relations between the Hospital and the Union, and recognizing that the interests of the patients and the job security of the employees depend upon the Hospital's success in establishing a proper service to the patient, and desirous of improving and promoting the most efficient and harmonious operation and best possible patient care, it is mutually agreed between said Hospital and said Union as follows:

ARTICLE I - RECOGNITION

SECTION 1.

The Hospital recognized the Union to the extent required by Act. No. 176 of the Public Acts of 1939, as amended, for the unit of employees certified by the Michigan Employment Relations Commission in case #R72 J-347 and described herein, engaged on jobs in its Hospital located at 302 Kensington, Flint, Michigan, consisting of all full-time and regular part-time orderlies, nurse aides, unit clerks, ward clerks, anesthesia aides, porters, messengers, lab assistants and aides, dark room attendant, surgical technicians, I.V. technicians, pharmacy aides, physical therapy aides, plant and maintenance employees, housekeeping employees including maids and janitors, laundry employees including seamstress, stockmen, stationary clerk and dietary employees.

SECTION 2.

The collective bargaining unit shall exclude the scheduling clerk, inhalation therapist and technicians, E.E.G. technician, E.K.G. technicians, the pulmonary function technician, registered nurses, graduate nurses, student nurses, licensed practical nurses, dieticians, all office-clerical employees including the secretary in plant and maintenance, housekeeping, laundry, dietary and purchasing departments, all supervisors, guards, technical and professional employees.

SECTION 3.

The terms "employee" and "employees" as used herein shall refer to and include only those employees who are employed in the bargaining unit described above and shall exclude all others not specifically included in the bargaining unit. Reference to the male gender shall include the female gender.

Effective _____, I hereby request and authorize you to deduct from my earnings each (1st payroll period of month) _____ an amount sufficient to provide for the regular payment of the current rate of monthly Union dues established by AFSCME Local Union No. _____, Council No. _____. The amount shall be certified by Local Union No. _____, Council No. _____ and any change in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No. _____, Council No. _____ AFSCME.

Employee's Signature

Street Address

City and State

SECTION 5.

Dues shall be deducted from the first pay of the month and shall be remitted to the treasurer of the Local Union within ten (10) days thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the local Union.

SECTION 6.

There shall be a fifteen (15) day period (8-4-76 to & including 8-18-76) at the end of this contract in which any member of the Union may revoke his membership by giving notice in writing to the Hospital and the Union.

SECTION 7.

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.

SECTION 8.

The Hospital shall not be liable to the Union by reason of the requirements of this agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction", together with the provisions of this agreement. The Hospital shall have no responsibility for the collection of membership dues, initiation fees, special assessments, or any other deduction not in accordance with this provision.

ARTICLE III - MANAGEMENT RIGHTS

SECTION 1.

All management rights and functions, except those which are clearly and expressly abridged by this agreement, shall remain vested exclusively in the Hospital. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include but are not limited to, full and exclusive control of the management of the Hospital, the supervision of all operations, the methods, processes, and personnel by which all work will be performed, the number and nature of facilities to be operated, to establish Hospital policies, regulations and procedures, the control of property and the composition, assignment, direction and determination of the size and type of its working forces including the right to assign employees to shifts in order to adequately staff the shifts with experienced personnel; the right to determine the work to be done, to decide job content, and the standards to be met by employees covered by this agreement; the right to change or introduce new operations, methods, processes, or facilities, and the right to determine whether and to what extent work shall be performed by employees; the right to hire, set hours of work, assign, transfer, promote, demote, release and lay off employees; the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation. Nothing in the above provisions is to limit any other rights of the Hospital, and the Hospital reserves and retains specifically and exclusively, all of its inherent and customary rights, provided however, that in the exercise of these rights, the Hospital shall not violate any express provision of this agreement.

ARTICLE IV - REPRESENTATION

SECTION 1.

For the handling of grievances in its behalf, the employees may elect a Steward Committee consisting of eight (8) stewards and a committee chairman, from among the employees of the Hospital in accordance with Section 2 below. There may also be an alternate steward elected on the same basis and for the same area for each area steward, said alternate to act in the absence of the regular steward. The Stewards and the Steward Committee Chairman must be seniority employees with the Hospital and must be on the active payroll when elected. The Steward Committee Chairman shall function at Step 3 of the Grievance Procedure in addition to representing those first shift employees in the Operating Room and may fill in, in the absence of both the regular steward or alternate for a given area. Stewards and alternates will represent only those employees in their respective area. The Union shall notify the Hospital in writing of the name of such persons. The Hospital shall not be obligated to recognize such persons until such notification. Neither the Union nor its employee representatives shall advise or direct employees to disregard the orders of supervision.

SECTION 2.

Each area Steward shall be elected from a definitely defined district and shall represent only those employees in his respective district and shift, and only on days when he is scheduled to work. The districts will be as follows:

First Shift

One Steward from among the employees in the Maintenance Department and those employees working in the Annex, i.e., Laundry, Purchasing and Maintenance.

One Steward from among the employees in the Dietary Department

One Steward from among the employees in the Housekeeping Department

One Steward from among the Nurse Aides

One Steward from among the remaining employees on the first shift, except Operating Room

Second Shift

One Steward from among the employees in Nursing Service and one Steward from among all the remaining employees working on the second shift.

Third Shift

One Steward from among the employees working on the third shift.

SECTION 3.

It is agreed that Union officials shall have access to or enter the Hospital's premises when necessary to attend a meeting with the Hospital as provided in this agreement or as a private citizen in the normal use of the Hospital facilities, or as otherwise agreed by the Personnel Director or designated representative. The employee union representatives shall enter and remain in the Hospital only during their regular working hours or when visiting a patient unless otherwise agreed to by the Hospital. No Union activity, except grievance processing as provided in Sections 5 and 6 herein, shall be carried on, on Hospital premises during scheduled working times.

SECTION 4.

Notwithstanding their position on the seniority list, the President of the Union shall, in the event of layoff, be continued at work as long as there is a job in the bargaining unit which he has the present ability to perform in the opinion of the Hospital, and if laid off, he shall be recalled to work on the first open job which he has the present ability to perform. Stewards, including the Steward Committee Chairman, notwithstanding their position on the seniority list, shall, in the event of a layoff, be continued at work as long as there is a job in their classification which they have the present ability to perform in the opinion of the Hospital and if laid off, they shall be recalled to work on the first open job within their classification which they have the present ability to perform.

SECTION 5.

Stewards, including the Steward Committee Chairman, as provided herein, may be allowed to leave their work after being notified by their supervisor that it is necessary for them to handle a grievance as provided in the Grievance Procedure, provided, however, they shall give an accounting of such time spent in such manner as required by the Hospital. Stewards, including

the Steward Committee Chairman, shall be compensated for necessary time spent during their regularly scheduled work shift (excluding overtime) in handling grievances as provided in the grievance procedure at their regular hourly straight time hourly rate of pay.

Before leaving his work, said Union Steward shall record on a grievance card furnished by the Hospital, his time of leaving, the name and location of the person to be contacted, and the reasons for leaving. Upon entering an area or department other than his own, said Steward will report directly to the appropriate supervisor. Immediately upon returning to his work, said Steward shall return the grievance card to his supervisor who will note on the card, the time the Steward returned to his work. Supervisors shall have the right to inquire of any Steward (including the Steward Committee Chairman, alternates or other Union representatives) who is not engaged in his regular assigned work the exact nature of the grievance activity on which he is engaged.

SECTION 6.

The privilege of Stewards (including the Steward Committee Chairman) leaving their work during working hours as outlined above is subject to the understanding that the time will be devoted to the prompt handling of grievances, and Union representatives will perform the work to which they are assigned at all times except when necessary to leave their work to handle grievances as specified herein.

In the event of any abuse of Section 5 or Section 6, the matter shall be the subject of a special conference.

ARTICLE V - GRIEVANCE PROCEDURE

SECTION 1.

A grievance is limited to matters of interpretation or application of express provisions of this Agreement.

No grievance shall be filed based on facts of events the employee had knowledge of or should have had knowledge of which occurred prior to Five (5) work days before the grievance is filed; and in any event, no grievance shall be filed in writing based on facts of events which have occurred prior to Fifteen (15) calendar days before the grievance is filed. Any grievance not carried to the next step by the Union within the time limits herein, or such extension as may have been agreed to in writing, shall be automatically closed on the basis of the last disposition.

The Hospital shall not be required to pay back wages or make a monetary settlement covering any period beyond Fifteen (15) calendar days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which an employee may not have been aware before receiving his pay, any adjustment made shall be retroactive to the beginning of the pay period, if the employee files his grievance within Fifteen (15) calendar days after receipt of such pay.

Time limits may be extended by the Hospital and the Union in writing, then the new date shall prevail. Work days, for the purpose of this Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

SECTION 2.

An employee having a grievance as defined above shall present the grievance to the Hospital in the following manner:

Step One - If an employee feels he has a grievance, he shall first discuss the matter orally with his supervisor. Following the discussion, if the employee still feels aggrieved, he may request that his supervisor make arrangements to have a meeting between the appropriate area steward, employee, and supervisor to discuss the matter.

Said meeting shall be scheduled prior to the employee's next shift except in unusual circumstances in which case it will be scheduled by the end of the employee's next shift. If requested, the area steward shall be permitted to briefly discuss the grievance with the employee apart from the supervisor before discussing it with the supervisor. The supervisor shall give his answer orally to the employee and the area steward within one (1) working day.

Step Two - If the grievance is not resolved in Step One, the grievance may, within Two (2) working days of receipt of the supervisor's answer or if no answer is received, within Two (2) working days after the answer was due, be reduced to writing on a grievance form provided by the Hospital and presented to the Department Head or designated representative for his written answer. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The Department Head or designated representative shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance, with a copy to the area steward.

Step Three - If the grievance is not resolved in Step Two, the Union may, within two (2) working days after the answer in Step Two, or if no answer is received, within two (2) working days after the answer was due, submit a written appeal of the grievance to the Director of Personnel or designated representative. Such appeal shall state the position of Union and the basis for appeal. Hospital representatives shall meet with the Steward Committee Chairman or the Local Union President, a representative of Council #29 and/or the International Union within ten (10) working days of receipt of the written appeal. The Hospital designee shall answer the grievance within ten (10) working days from the date of conclusion of the discussion of the grievance at said meeting.

SECTION 3.

In the event back wages are a factor, all claims for said wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other wages he may have earned during the period of back pay eligibility.

No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance. This shall not be interpreted to prevent an employee from filing a subsequent grievance if the violation is repeated.

SECTION 4.

Any grievance which arose prior to the effective date of this Agreement shall not be processed.

SECTION 5.

Any Agreement reached between Management and the Union is binding on all workers affected. The Sole remedy available to any employee for any alleged breach of this Agreement shall be pursuant to the Grievance Procedure, provided, however, that nothing herein shall prevent an employee from electing to pursue a legal or statutory remedy providing such election will bar any further or subsequent proceedings for relief under the Grievance Procedure.

ARTICLE VI - ARBITRATION

SECTION 1.

If the grievance is not resolved at Step Three of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, either party may, at its option, submit the grievance to arbitration by written notice delivered to the Personnel Director or designee or Chief Steward as the case may be ten (10) working days after receipt of the Hospital's answer in Step Three, or, if the Hospital fails to submit its answer within the prescribed time limits in Step Three, within ten (10) working days after the expiration of the time limits in which the Hospital is to submit its written decision in Step Three. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within the prescribed period, the Hospital's last answer shall be final and binding on the Union, the employee, or employees involved, and the Hospital.

SECTION 2.

Following receipt of the notice to arbitrate, the Union and the Hospital will meet at a mutually agreeable time to select an Arbitrator. If an Arbitrator is not selected within ten (10) working days following receipt of the written notice, the moving party may, within the next five (5) working days only, apply in writing to the American Arbitration Association for Arbitration. Multiple grievances may not be submitted to the same arbitrator unless by mutual written agreement.

SECTION 3.

The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.

SECTION 4.

Powers of the Arbitrator - The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He shall have no power to establish wage scales or change any wage.

He shall have no power to substitute his judgement for that of the Hospital as to the reasonableness of any such practice, policy, or rule, unless such policy, practice, or rule is in violation of a specific Article and Section of this Agreement. His powers shall be limited to deciding whether the Hospital has violated the express Articles and Sections of this Agreement; and he shall not imply obligations and conditions binding upon the Hospital from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Hospital.

It is further specifically understood that the Arbitrator:

- a. Shall have no power to substitute his discretion for the Hospital's discretion in cases where the Hospital is given discretion by this Agreement.
- b. He shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or regulation.

SECTION 5.

At the time of the Arbitration hearing, both the Hospital and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the Hospital or the Union, or the Arbitrator, a transcript of the hearing shall be made and furnished the Arbitrator with the Hospital and the Union having an opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the Hospital and Union a reasonable opportunity to furnish briefs.

SECTION 6.

Each party shall pay its own costs of processing a grievance through Arbitration. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration, including the expense of a transcript, if any, shall be shared equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

SECTION 7.

The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee or employees involved, and the Hospital

The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an Arbitrator.

SECTION 8.

After a case has been appealed to the American Arbitration Association, it cannot be withdrawn except by mutual written agreement of the parties.

ARTICLE VII - RULES AND DISCIPLINE

SECTION 1.

The Hospital may adopt, revise and enforce rules and regulations not in conflict with the express terms of this agreement governing discipline, duties and rules of conduct for employees. New or amended rules will be posted on the bulletin board for seven (7) days prior to their effective date. Prior to posting said rules, the Hospital will send a copy of the rules to the Union. The Union may, by written request filed with the Personnel Director or designee within two (2) days of receipt of the rules, request a special conference to discuss said rules prior to their being posted. Said conference shall be held within five (5) working days between representatives of the Hospital and not more than two (2) representatives of the Union and/or a representative from Council 29 or the International. If the Union believes a proposed rule is in conflict with the agreement, it must submit a written grievance at Step Three of the procedure within two (2) work days after the conclusion of the special conference.

SECTION 2.

In the event an employee is suspended or discharged, the Hospital will notify the Union in writing. Any grievance concerning a suspension (for 5 days or more) or discharge must be filed, in writing, with the Personnel Director or designee within two (2) work days of the suspension or discharge at Step Three of the Grievance Procedure. Any grievance concerning a suspension of less than five days shall be filed in writing with the department head within two (2) work days at Step Two of the Grievance Procedure.

If no grievance is filed in accordance with the time limit specified herein, the Hospital's action will be deemed proper and subject to no further review or protest.

If the employee is on the premises at the time of his suspension or discharge, he shall upon request, be permitted to discuss the matter with his area steward before being required to leave the premises unless circumstances make it advisable to remove him from the premises immediately.

ARTICLE VIII - LENGTH OF SERVICE (SENIORITY)

SECTION 1.

Full-time employees, except IV Techs and Surgical Techs whose probationary period shall be six (6) months, shall be subject to a probationary period of ninety (90) working days of employment, during which time the Hospital shall have the sole right to discharge, discipline, transfer, or lay off such employees and no grievance shall arise therefrom. At the end of the probationary period, full-time employees shall be placed on the full-time seniority list as of their last permanent date of hire. When more than one employee is hired on the same date, order of placement on the seniority list shall be determined by the last four numbers of the employees' social security card.

Regular part-time employees shall be subject to a probationary period of 720 hours of work, during which time the Hospital shall have the sole right to discharge, discipline, transfer, or lay off such employees and no grievance shall arise therefrom. At the end of the probationary period, regular part-time employees shall be placed on the regular part-time seniority list as of their last permanent date of hire. When more than one employee is hired on the same date, order of placement on the seniority list shall be determined by the last four numbers of the employees' social security card.

For the purpose of this Agreement, a "full-time employee" is an employee hired for the indefinite period of time, (more than six (6) months) eighty (80) hours per pay period. A "regular part-time employee" is an employee hired for an indefinite period of time (more than six months) on a less than eighty (80) hours per pay period basis. A "temporary employee" is an employee hired for a specific period of time of six (6) months or less.

SECTION 2.

The Hospital shall have no obligation to re-employ an employee who is laid off during his probationary period. However, in the event the Hospital does rehire a laid off probationary employee within a year from the date of his layoff, said employee shall be given credit for his previous days worked toward completing his probationary period.

SECTION 3.

At least fifteen (15) days prior to the signing of this Agreement, the Hospital and the Union will initial an up-to-date seniority list. The Hospital shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within fifteen (15) days thereafter; and, if not so requested, the list shall become final at the end of such period. The Hospital shall continue to furnish the Union an up-to-date seniority list every six (6) months upon written request. In no event shall the Hospital be required to pay back pay by reason of the correction of an error on such initial list.

SECTION 4.

Seniority shall be broken and employee shall be terminated and thereby removed from the seniority list for the following reasons:

- a. If the employee quits
- b. If the employee is discharged for just cause

- c. If he is absent for three (3) consecutive working days without notifying the employer as provided herein within said period and if he fails to give an explanation for the absence which is satisfactory to the Personnel Director.
- d. If he fails to return to work when recalled from layoff as set forth in the recall procedure.
- e. Fails to return from a leave of absence at the designated time unless he obtains an extension as provided in the leaves of absence or unless he has a reason for over-staying the leave which is satisfactory to the Personnel Director.
- f. If he is laid off for a period of fifteen (15) months or length of his seniority, whichever is less.
- g. When he reaches mandatory retirement at age 65 unless extended by the Hospital.

SECTION 5.

It shall be the responsibility of each employee to notify the Hospital of any change of address or telephone number. The employee's address and telephone number as it appears on the Hospital's records shall be conclusive when used in connection with the layoffs, recall, or other notices to employees.

SECTION 6.

In the event a regular part-time seniority employee becomes a "full-time" employee after the signing of this Agreement, he will be credited with his part-time seniority on a pro-rated basis for time worked (i.e. hours worked divided by 2080) and he will be placed on the full-time seniority list at the time of transfer with his new adjusted seniority date for purposes of layoffs, recalls, promotions and as otherwise indicated in this Agreement.

SECTION 7.

Permanent job vacancies or new jobs which are to be filled by the Hospital by present employees will be handled in the manner hereinafter outlined. A permanent job vacancy is an opening in an equal or higher paying classification which is expected to continue for more than six months.

- a. Said job will be posted on the Hospital bulletin board for a period of seven (7) calendar days setting forth the title of the job, the qualifications required for the job and the shift. Any qualified employee may apply by filing a written application stating his qualifications for the job with the Personnel Department on the form provided by the Hospital.
- b. On the filling of posted vacancies, consideration will be given to qualifications (i.e. prior training, ability and employment records) and seniority. Where qualifications are deemed equal, seniority shall prevail. In the event the most senior bidder is denied the job, upon written request from said employee, the Hospital will provide said employee with written reasons for the denial.

- c. During the first ten work days on the job, the applicant selected under this section, may elect to return to his former job, if his reason for doing so is not considered capricious by the Hospital. At any time during the first 30 work days on the job, the Hospital may transfer the employee back to his former classification if he cannot satisfactorily perform the job in the opinion of the Hospital.
- d. After an employee completes 30 work days on the job in a new classification he bid for, his seniority for that classification shall date from and after his first day of work following his transfer to the new job classification.
- e. An employee who bids for a job and is selected, may be declared ineligible to bid for another posted job for up to six months.
- f. If an employee is transferred to a higher paying job under the terms of this provision, he shall be paid at the hourly rate next higher to his own within the pay level for his new classification, provided in the case of Surgical Techs, and I.V. Techs, said employees shall be trained at Level 8 starting rate and go to the 6 months rate of their classification (Level 9 or 10 respectively) upon the successful completion of their training period.
- g. For valid reasons, an employee may be permitted to transfer to a lower rated job by mutual written agreement.

SECTION 8.

An employee who is transferred to a job outside the bargaining unit shall retain and accumulate seniority, whether such transfer was made before or after the Union was first recognized as bargaining representative for the unit, provided however, he shall only continue to retain date of entry seniority in the classification for an additional period of two years. At the end of two years, his date of entry seniority in the classification will be frozen and if he is later transferred back to the bargaining unit, his date of entry seniority in the classification will be readjusted by advancing it forward for the period of time spent outside the bargaining unit after two years. If said employee is transferred back to the bargaining unit prior to the expiration of the two year period, there shall be no change in his date of entry classification seniority. If such employee is later transferred back to the bargaining unit, he may exercise his accumulated seniority credits as provided herein. This clause shall not be construed to limit the Hospital's right to terminate the employee for any reason while assigned to a job outside the bargaining unit provided, however, if said employee is transferred back to the bargaining unit, he shall be represented by the Union. It is further understood that in the event a Hospital employee is transferred into the bargaining unit without having previously worked at a job in the bargaining unit, said employee shall begin to establish his date of entry seniority in the classification for layoff and recall purposes when he is transferred but shall retain his Hospital seniority (i.e. date of hire) for other purposes.

SECTION 9.

Employees desiring to transfer to a different shift within their classification shall file a written request for transfer with the Personnel Department. The Hospital will honor shift preference requests on the basis of seniority when there is a permanent opening in the classification on

the shift desired whenever, in the Hospital's judgment, said transfer will not seriously hamper or disrupt patient care. Requests for shift preference shall remain on file for a period of six (6) months. Once an employee's request for shift change is honored, said employee may not file another request for one year.

ARTICLE IX - LAYOFF AND RECALL

SECTION 1.

When the size of the work force is to be reduced by layoff, employees shall be laid off according to date-of-entry seniority within the affected classification, providing the remaining employees have the ability to perform the available work. Temporary and probationary employees in the affected classification will be laid off before seniority employees are laid off.

SECTION 2.

When an employee is removed from a classification as a result of a lay-off, he shall bump the least senior employee in an equal or the next lowest rated classification in which he has previously established date-of-entry seniority, provided he has more seniority than said employee.

When there are two or more classifications carrying the same rate in which the employee can apply his date-of-entry seniority, the Hospital will select the classification to which he will be assigned.

SECTION 3.

For the purposes of this Agreement, date-of-entry seniority for seniority employees shall be defined as the date appearing on Hospital records in which an employee began working in a given classification on a permanent basis, provided, however, said employee shall have satisfactorily worked at least 30 work days in the classification to established date-of-entry seniority.

SECTION 4.

Temporary adjustments or layoffs of the work force due to such things as emergencies, material shortages, breakdown of equipment, fire, flood, labor disputes, civil disorder, and conditions beyond the control of the Hospital may be made without application to the above provisions.

SECTION 5.

When practicable, the Hospital will notify employees 24 hours in advance of a layoff. In event of a permanent layoff, the Hospital will notify employees seven (7) calendar days in advance of said layoff.

SECTION 6.

Employees on layoff from a classification will be recalled to work in said classification in order of their date-of-entry seniority in the classification. Notice of recall shall be given

in person or by certified mail to the employees last address on record with the Hospital's Personnel Department. If an employee fails to report for work by the start of his shift on the fourth (4th) day following notice of recall or the date in which notice of layoff by certified mail was attempted, he shall be considered as a voluntary quit provided, in appropriate cases, at the sole discretion of the Hospital, exceptions shall be made.

ARTICLE X - LEAVES OF ABSENCE

SECTION 1.

The Hospital may grant temporary written leaves of absence for personal reasons without pay or fringe benefits, except as otherwise provided herein, to regular full-time employees with One (1) year of seniority for periods up to thirty (30) calendar days. Such a leave may be extended upon written approval of the Hospital for an additional period of not to exceed sixty (60) days. Request for a leave must be in writing on the appropriate form and filed with the employee's department head. Seniority shall accumulate during such leave.

SECTION 2.

A leave of absence for health reasons without pay or fringe benefits, except as otherwise provided herein, will be granted to a regular full-time employee with one (1) year of seniority upon recommendation of the employee's physician for up to eighteen (18) months.

A written request for such leave must be submitted to the department head together with the recommendation of the attending physician prior to the start of the leave. Approval for the leave must be granted in writing by the Hospital. The employee shall give at least fourteen (14) days advance written notice of his intent to return to work and shall accompany said notice with a written statement from the attending physician certifying the employee's fitness to fulfill his normal duties. Seniority shall accumulate only during the first six (6) months of the leave. An employee returning from a health leave within six (6) months of the granting of the leave and who gives proper notification of his intent to return will be returned to his former classification providing he can perform the available work. An employee returning from a health leave after six (6) months, but before eighteen (18) months, will be returned to his former classification providing he can perform the available work and there is an opening or to the first available opening in his classification or an equal paying classification for which he has the ability to perform the work.

SECTION 3.

A maternity leave of absence for up to six (6) months will be granted without pay or fringe benefits, except as otherwise provided herein, to female employees with one (1) year of seniority, as provided herein. To be eligible, the employee must, at least six (6) months prior to the expected birth, submit a written request for the leave together with a statement from the attending physician on the appropriate form stating the approximate period to be covered to the department head. The employee shall be allowed to continue to work during her pregnancy, providing her physician so recommends and providing the employee is able to continue to perform all of her duties. In the event the employee's physician is unwilling to make the foregoing recommendation, the employee will not be allowed to work beyond the end of the seventh (7th) month of pregnancy. Within six (6) weeks after termination of the pregnancy, the employee will submit a written report to the department head including a physician's report as to her fitness to fulfill her normal duties and an expected return date.

Such leave shall not extend beyond two (2) months following termination of pregnancy provided, however, if the employee is unable to return because of her health, she shall be eligible to apply for a health leave as provided in Section 2. Upon expiration of the leave, the employee will be returned to her former classification providing she can perform the available work. Seniority shall accumulate during the leave.

SECTION 4.

A leave of absence for educational purposes or to further one's training in his profession without pay or fringe benefits may be granted for up to one (1) year to regular, full-time employees with one (1) year of seniority. A written request for such leave must be submitted to the department head indicating the reason for the leave. An extension of said leave may be obtained where the training involved is for longer than a year. Seniority shall not accumulate during the leave. An employee returning from such leave within six months of the granting of the leave will be returned to his former classification providing he can perform the available work. An employee returning after six (6) months will be returned to his former classification providing he can perform the available work and there is an opening or to the first available opening in his classification or an equal paying classification for which he has the ability to perform the work.

SECTION 5.

A leave of absence without pay or fringe benefits, except as otherwise provided herein, will be granted a regular, full-time employee with one (1) year of seniority for the purposes of adopting a child as provided herein. Request for the leave must in in writing and filed with the employee's department head at least three weeks in advance of the leave. The request shall contain the effective date the leave is to begin and the date the leave is to expire provided, however, no such leave shall exceed one (1) year. Seniority shall not accumulate during such leave. An employee returning from an adoption leave within six months of the granting of the leave will be returned to her former classification providing she can perform the available work. An employee returning after six (6) months but before one (1) year will be returned to her former classification providing she can perform the available work and there is an opening or to the first available opening in her classification or an equal paying classification for which she has the ability to perform the work.

SECTION 6.

The Hospital may, at its discretion, require that employees submit to physical and medical tests and examinations by a Hospital appointed doctor when such tests and examinations are considered to be of value to the Hospital in maintaining a capable work force, employee health and safety, etc., provided, however, that the Hospital will pay the cost of such tests and examinations.

In the event there is a disagreement between the employee's physician and the Hospital's physician concerning the employee's ability to do his job or return to his job, at the written request of the Union, the employee will be referred to a mutually agreeable physician for examination whose decision shall govern the matter. The Hospital and the Union shall share the cost of the physician. In the event the parties are unable to agree on a mutually agreeable physician, the decision of the Hospital physician shall be subject to the grievance procedure at Step Three of the grievance procedure.

SECTION 7.

Any employee who seeks and/or obtained employment while on leave of absence shall be automatically terminated from the Hospital effective the date the leave started, unless the employee was specifically granted the leave for that particular purpose.

SECTION 8.

A seniority employee elected or appointed to a full-time office in Council 29 or the International Union which necessitates a leave of absence, shall be granted such leave without pay or fringe benefits for one (1) year as provided herein. Written request for the leave from the appropriate Union official shall be presented to the Personnel Department at least three weeks in advance of the date the leave is to become effective.

The request shall specify the position the employee has been elected or appointed to. Said leave shall be extended for one (1) additional year upon receipt of a request for an extension filed with the Personnel Department at least two (2) weeks prior to the expiration of the leave. Seniority shall not accumulate during the leave. An employee returning from such leave within six months of the granting of the leave will be returned to his former classification providing he can perform the available work. An employee returning after six (6) months will be returned to his former classification providing he can perform the available work and there is an opening or to the first available opening in his classification or an equal paying classification for which he has the ability to perform the work.

SECTION 9.

Regular, full-time employees, after completion of one year of service, shall become eligible to earn personal days at the rate of one day earned for each four months worked following completion of the first year of service. Effective 8-19-75, one additional day shall be added, giving one day for every three months of work.

- a. In order to accumulate a day of personal leave in any four month period, an employee must work eighty percent (80%) of the time within said four month period. Effective 8-19-75, four months will be changed to three months.
- b. Personal days not used in any anniversary year period will be paid on the anniversary date at the end of the anniversary year at the employees rate of pay in effect on said date.
- c. In order to use a personal day, an employee must complete the "Request for Leave" form including specifying the reason for the leave at least five days in advance, except in cases of emergency when a shorter time will be acceptable, and receive approval from their department head.
- d. Personal leave days shall not be used the work day before or after a holiday or vacation period or to extend weekends.
- e. If the Hospital allows an employee to take a personal day in advance of having earned it, and said employee terminates his employment, the unearned day(s) will be deducted from the employee's last pay check.

SECTION 10.

When death occurs in the immediate family of a full-time seniority employee, i.e. spouse, mother, father, step-parents, mother-in-law, father-in-law, grandparents, child, step-child, brother, or sister, the employee upon request will be excused for any of the first three (3) normally scheduled working days immediately following the death provided he attends the funeral. An employee excused from work under this section shall, after making written application, receive the amount of wages he would have earned by working during straight time hours on such scheduled days of work for which he is excused provided he attends the funeral. Payment shall be made at the employee's rate of pay, not including any premiums as of his last day worked. Proof of death must be submitted to the personnel department. An employee shall be granted additional time off without pay for travel upon approval of his department head. Regular part-time seniority employees shall be allowed time off without pay as otherwise specified above.

SECTION 11.

An employee with seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid an amount equal to the difference between the amount of wages (excluding any premiums) the employee otherwise would have earned by working during straight time hours for the Hospital on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses), for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Hospital. The Hospital's obligation to pay an employee for jury duty is limited to a maximum of thirty (30) work days in any calendar year.

In order to receive payment, an employee must give the Hospital prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The Hospital reserves the right to seek to get the employee excused from jury duty in order to work.

SECTION 12.

An employee shall be granted a military leave of absence for service as required under Federal Law, for time spent in full time active service in the Armed Forces of the United States. The period of such leave shall be determined in accordance with applicable Federal laws in effect during the period of the leave. Employees shall be entitled to reinstatement from such military leave in accordance with and subject to conditions outlined in the Federal Laws applicable at the time.

Employees who are members of an armed forces reserve unit and who are required to take a two week training program in the summer can arrange to take the two weeks as their vacation with pay, use personal days if any, or obtain a Leave of Absence for two weeks without pay, or a combination thereof.

SECTION 13.

A regular seniority employee who is subpoenaed by the Hospital to testify on behalf of the Hospital in a judicial proceeding shall be paid an amount equal to the difference between the amount of wages (excluding any premiums) the employee otherwise would have earned by working during straight time hours for the Hospital on that day and the daily witness fee paid by the Hospital for each day on which he is required to and does report to court under the subpoena.

ARTICLE XI - HOURS OF WORK

SECTION 1.

Eight (8) hours exclusive of lunch periods shall constitute a normal days work. Eighty (80) hours over a two (2) week pay period shall constitute a normal work period. This section shall not be construed as a guarantee of a minimum number of hours of work per day or per week nor as a limit on the Hospital's right to schedule work in excess of the normal work day or normal work period. While employees are required to work overtime, the Hospital will continue to attempt to give advance notice of overtime with the understanding that often situations arise due to absenteeism, tardiness, emergency patient needs, etc., where advance notice cannot be given.

SECTION 2.

Time and one-half ($1\frac{1}{2}$) shall be paid for all hours worked in excess of eighty (80) hours in any two (2) week pay period and eight (8) hours in any one day, except in the case of rotating shifts.

SECTION 3.

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates under one provision shall not be counted as hours worked in determining overtime under the same or any other provision.

SECTION 4.

The Hospital shall have the right to assign and change starting and quitting times for each employee and for each shift, and also the assignment of time for lunch and relief periods.

SECTION 5.

Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his shift, after his break periods, and after his lunch period. For computing time cards for pay purposes only, however, tardiness of five minutes or less will not result in a pay deduction. Pay deductions for tardiness will be $1/10$ of an hour for each six minutes tardy.

SECTION 6.

Employees shall be allowed two (2) fifteen (15) minute rest breaks during a shift of eight (8) hours, such rest break periods to be at a time scheduled by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it will not be taken during the first fifteen (15) or last fifteen (15) minutes of work, nor will it be used to cover an employee's late arrival to work or early departure, to extend lunch periods, nor may it be regarded as cumulative if not used.

SECTION 7.

O.R. Technicians shall be paid stand-by pay at the rate of one (1) dollar per hour when assigned to such duty. If said employee is actually called to work while on stand-by status, he shall be paid at the rate of time and one half ($1\frac{1}{2}$) for the hours actually worked with a two hour minimum guarantee. Once an employee reports for work, the dollar per hour stand-by pay ceases until said employee resumes stand-by status again.

SECTION 8.

Employees called back into work after completing their normal work day shall receive pay for a minimum of two (2) hours at time and one-half.

SECTION 9.

Employees called in on their day off will not be required to take a compensatory day off.

SECTION 10.

Any employee reporting for work on his regular shift or called in to work on his day off and for whom no work is available shall receive a minimum of four (4) hours of pay at his regular hourly rate, unless previously notified that no work was available. The employee must perform any assigned work during such period which he is capable of performing. Any employee who has been notified by means of telephone call or telegram according to the address or telephone number appearing on his personnel record at least two (2) hours prior to his regularly scheduled starting time shall not receive report-in pay. Report-in pay shall not apply when lack of work is due to conditions beyond the control of the Hospital such as fire, flood, labor dispute, civil disorder, or Acts of God, or if the employee is unable to work.

ARTICLE XII - NO STRIKE CLAUSE

SECTION 1.

Both the Union and the Hospital recognize the nature of the service furnished by the Hospital, and the importance of its responsibility to render continuous service to the public, and that nothing should interfere to prevent the Hospital from providing this continuous service. The parties further recognize that procedures have been provided in this agreement for settlement of grievances. Therefore, during the life of this agreement the Union shall not cause or permit its members to cause nor shall any member of the Union or any bargaining unit employee, take part in any strike slowdown, interference of patient care or stoppage of the Hospital's operations or picket the Hospital (because of a labor dispute with the Hospital).

SECTION 2.

In the event of any action, strike or work stoppage in violation of this article, the Union shall take whatever affirmative action is necessary within its authority to prevent and bring about the termination of such action or interruption.

SECTION 3.

The Hospital shall have the right to discipline or discharge any bargaining unit employee participating in any way in any violation of this Article, and such action shall not be subject to the Grievance Procedure except for the sole question as to whether or not the employee in question in fact violated this article. If it is found that said employee has not violated this article, said employees shall be reinstated with back pay unless otherwise agreed. In addition, the Hospital shall have the right in the event of a violation of this Article to attempt to obtain injunctive relief in addition to any other remedies it may have.

SECTION 4.

During the life of this agreement, the Hospital agrees it will not lockout its bargaining unit employees except this provision shall not apply in the event of a Wildcat strike.

SECTION 5.

The Employer shall not, during the terms of this Contract, assist, recognize or contract with any other labor organization seeking to represent any employees included in the bargaining unit covered by this Contract.

ARTICLE XIII - VOLUNTARY ORGANIZATIONS

The Union acknowledges that voluntary organizations and workers perform services in and for the Hospital that are a valuable contribution to the welfare of the patients and to the operation of the Hospital. The Union agrees the Hospital shall continue to have the right to avail itself of all services of this nature.

ARTICLE XIV - NEW OR CHANGED JOBS

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The Hospital will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. Within ten (10) days following notification to the Union, the Union may request in writing a meeting with the Hospital to negotiate the rate and classification. If the matter is not resolved in the thirty (30) day period provided above, the Union may, within five (5) days following the expiration of the thirty (30) day period, file a written grievance at Step Three of the grievance procedure. If no written grievance is filed within the period specified herein, the rate shall be come permanent at the end of such period.

ARTICLE XV - SPECIAL CONFERENCES

Special Conferences for important matters concerning administration of this Agreement will be arranged between the Local President or designated representative and the Personnel Director or designated representative upon written request and mutual agreement between the parties, and providing further, that mutually acceptable arrangements as to the time and place can be made. Such meeting shall be between two representatives of the employer and two representatives of the Union. Arrangements for each special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

ARTICLE XVI - BULLETIN BOARDS

The Hospital shall furnish space on three bulletin boards for posting notices, said bulletin boards to be located in the laundry, maintenance and main building near the time clocks. Posting on such bulletin boards will be limited to notices concerning union elections, union meetings (non-political) and union social events. The union will submit four (4) copies of said notice to the Personnel Director or designated representative and the Personnel Department will post the notices on said bulletin boards. All such notices will be signed by the local President or Secretary or other designated official.

ARTICLE XVII - ABSENTEEISM AND TARDINESS

SECTION 1.

Recognizing the difficulties imposed on the Hospital when employees are absent from work, the parties agree to the following rules governing "excessive" unauthorized absenteeism, it being understood that absences caused by authorized leaves of absence are excluded from this provision.

- a. The penalty for two unauthorized absences during any one month for any reason other than a personal illness verified by a doctor's statement, in writing, specifying the type of illness and treatment, will be a written reprimand.
- b. The penalty for six (6) days unauthorized absences during any six (6) consecutive months for any reason other than a personal illness verified by a doctor's statement, in writing, specifying the type of illness and treatment, will be five (5) working days suspension.
 - 1) If five (5) additional days unauthorized absences occur during the six (6) consecutive months immediately following the suspension, the penalty will be discharge.
 - 2) If five (5) additional days of unauthorized absences do not occur in the six (6) consecutive months immediately following the suspension, the discharge penalty will no longer apply until the above procedure has been repeated within the time limits provided.
- c. After four (4) successive doctor's slips, indicating the nature of the illness, the employee shall accept a health leave of absence until such time as his doctor and/or the Hospital doctor reports, in writing, that the employee is in good health and is capable of performing his or her job on a continuous basis.
- d. Any employee giving false reasons for their absence may be discharged.
- e. Any employee off sick five (5) scheduled working days will be required to bring a doctor's slip upon returning to work.
- f. In applying the above rules, it is understood that if unusually severe weather conditions prevent a substantial number of employees from making it to work, absenteeism on such day will not be counted.
- g. In the event the employee receives a written reprimand for absenteeism and does not incur a subsequent penalty in the next twelve months, said reprimand shall be removed from his record.

SECTION 2.

Excessive tardiness is defined as being tardy five (5) times in any 60 day period without prior permission. Employees who violate this rule and are "excessively" tardy as defined herein will be subject to the following penalties:

1st offense	Written Reprimand
2nd offense	Three work day disciplinary layoff
3rd offense	Five work day disciplinary layoff
4th offense	Discharge

- a. If there is a lapse of more than six months between the time an employee is penalized for excessive tardiness and the next infraction of this rule, the previous penalty will be repeated (for example, if an employee receives a three-day suspension on January 15 and does not violate the rule again until July 15, the three-day penalty will be repeated.)
- b. In applying this rule, it is understood that if unusual weather conditions result in a substantial number of employees being late or absent, tardiness on such a day will not be counted.
- c. For the purpose of determining whether a violation of the tardiness rules have occurred, the individual employee's record will be reviewed at least once a month. Disciplinary action may be taken at the time of the infraction or after the monthly review. If the disciplinary action to be taken falls under the second, third or fourth offenses under tardiness, the start of the sixty day period shall not begin until the preceding warning notice has been made available to the employee.
- d. In the event the employee receives a written reprimand and does not incur a subsequent violation of the tardiness rule within six (6) months from the date he received the reprimand, said original reprimand shall be removed from his record.

SECTION 3.

A copy of written reprimands given for absenteeism and tardiness, under this Article, will be sent to the Local Union President.

ARTICLE XVIII - WAGES

SECTION 1.

Minimum wage rates are shown in Appendix A attached to this agreement. Said rates include a 4.75% adjustment, which adjustment is retroactive to 8-19-73 for all hours worked for those on the payroll (or retirees) upon the effective date of this agreement. Effective the beginning of the payroll period on 8-18-74, minimum wages listed in Appendix A will be increased by five percent (5%). Effective 8-19-75, said wages will be re-opened as provided in Article XXVII, subject to applicable federal rules and regulations. It is understood that the designation of a classification is not intended to designate job content or to restrict work assignments.

SECTION 2.

Pay periods for the increases shown on Appendix A may be extended to compensate for absences in excess of ten (10) working days in any period, except in the case of approved leaves of

absence for vacations, jury duty, and funeral leave. In the event an employee fails to progress satisfactorily, the Hospital has the right to withhold an increase, provided however the employee shall be reviewed again in three months.

SECTION 3.

Full time employees who work a full eight (8) hour shift, the major portion of which is between 3:30 p.m. and 7:00 a.m. shall receive a shift premium of seven (7) percent of their base rate of pay for hours worked on that shift.

Part time employees are paid a shift differential only if they are required to work a majority of straight time hours after 4:00 p.m. but before 5:00 a.m.

SECTION 4.

All increases granted under this article shall become effective on the beginning of the payroll period nearest to the date the increase is granted.

SECTION 5.

I.V. Techs and Surgical Techs will be hired at Level 8 and will go to the 6 month rate of their classification (Level 9 or 10 respectively) upon the successful completion of their probationary period.

ARTICLE XIX - HOLIDAY PAY

SECTION 1.

Permanent, full-time employees other than those on layoff or unpaid leaves of absence, shall be paid eight (8) hours pay at their regular straight-time hourly rate, exclusive of any premiums during the term of this agreement for the following holidays:

1. New Year's Day
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

providing they meet all of the following eligibility rules unless otherwise provided herein:

- a. The employee has seniority as of the date of the holiday;
- b. Employees must work their last scheduled day before and their first scheduled day after a holiday, or be on authorized paid leave, in order to be paid for the holiday. Paid leaves shall mean funeral leave, jury duty, vacation, personal leave, and, summons.

SECTION 2.

Eligible employees who have gone on an approved sick leave in the week in which the holiday occurs shall receive holiday pay as provided above.

SECTION 3.

An employee who is scheduled to work on any holiday and does not work said day shall receive no holiday pay for such day unless excused by the Hospital.

SECTION 4.

If an employee works on a holiday, he shall receive holiday pay if otherwise eligible in addition to time and one half his regular straight time pay for that day.

SECTION 5.

Regular part-time seniority employees who work on a holiday shall receive pay for that day calculated at the rate of one and one half times their regular straight-time hourly rate times the number of hours actually worked on the holiday.

SECTION 6.

If a holiday falls on a scheduled day off, the holiday pay will not count as time worked for purposes of computing overtime. If the holiday falls on a scheduled work day, said holiday pay will count as hours worked for purposes of computing overtime.

ARTICLE XX - SPECIAL HOLIDAY

Effective July 1, 1974, an employee's birthday shall be a paid special holiday. Effective July 1, 1975, an employee's anniversary shall be paid as an additional special holiday as provided herein. Eligible employees shall be paid either the day (8 hours) off with pay, a compensatory day (8 hours) off with pay, or eight (8) hours straight time pay in lieu of the day off as determined by the department head and subject to the following provisions and limitations, providing such special holiday pay shall not be considered as time worked for purposes of computing overtime:

1. All permanent, full-time employees other than an employee on layoff or on any unpaid leave, shall be eligible for the special holiday after they have completed one (1) continuous year of service.
2. If the employee is given a day off in lieu of a special holiday, such a day off must be taken during the pay period immediately preceding, immediately following, or during the holiday.
3. An employee scheduled to work a special holiday shall be paid straight time for hours worked on that day.
4. A department head may, at his discretion, pay an eligible employee in lieu of granting time off for a special holiday provided the employee agrees to pay in lieu of time off. Such pay shall be eight (8) hours at the employees regular straight time rate, exclusive of any premiums.
5. Employees who extend such a holiday by being absent without authorization their last work day prior to or their first scheduled work day following this special holiday shall forfeit all pay for the special holiday. Authorized leave shall mean funeral leave, jury duty leave, vacation leave, paid personal leave, and summons.

6. Employees who are absent without authorization on a special holiday on which they were scheduled to work shall forfeit all pay for that special holiday.
7. Employees who are on an unpaid or unauthorized leave shall not be eligible for special holiday pay.
8. It shall be the responsibility of the employee to notify the supervisor of his desire concerning the special holiday prior to the normal schedule period. Where reasonable scheduling permits, the employee shall be granted his selection of the day off.

ARTICLE XXI - VACATION PAY

SECTION 1.

Permanent, full time employees who are in the employ of the Hospital on the active payroll on the last day of each anniversary vacation year, shall be eligible for a vacation with pay as indicated below:

<u>Years of Continuous, Full Time Service</u>	<u>Weeks of Vacation with Pay</u>
After one (1) year of service, but less than 5 years -	2 weeks (10 working days)
After five (5) years of service, but less than 10 years -	3 weeks (15 working days)
Ten years or more of service	4 weeks (20 working days)

- a. To be eligible for full vacation pay, an employee must work at least 1,848 hours in his previous vacation year. Employees who work less than 1,848 hours will receive a prorata vacation as provided in Paragraph b.
- b. Vacation pay shall be based on the average number of hours worked per week (not to exceed 40 hours) times his base, straight time hourly rate in effect at that time.
- c. Vacation pay shall be paid at the time the employee takes his vacation, following completion of his vacation year, provided the two weeks notice has been given the payroll department. If the employee fails to provide two weeks notice, he shall be paid his vacation pay within the next full payroll period following his return from vacation.

SECTION 2.

Vacations will be scheduled at the convenience of the employee whenever possible, as provided herein. If there is a conflict between employees, length of service (seniority) in the vacation selection group will determine preference. (See supplemental letter on selection group.) A sign-up sheet for vacations will be posted in each department prior to March 1st. Employees must indicate their choice of vacation by March 15. However, it should be recognized that in the interests of patient care, the Hospital reserves the right to schedule or reschedule vacations at any time during the year. If the employees scheduled vacation is changed at the Hospital's request and the employee is unable to reschedule his vacation that year, he will be paid for his vacation. Employees may be permitted to split their earned vacation once at

department convenience, provided that one week be taken during the months of June, July or August, and at least one week during the remaining months, and vacations be taken in increments of five (5) work days, and employees work the weekend before or after the requested vacation.

SECTION 3.

A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each vacation year following its accrual except as provided above. A vacation may not be waived by an employee and extra pay received for work during that period.

SECTION 4.

A full time employee with one or more years of service who resigns having given two weeks notice, or who dies, or who is laid off, or who retires, will receive (or his estate) any unused vacation from the previous vacation years and a prorata vacation benefit for the current vacation year (if he has worked at least six months past his previous vacation anniversary year, except in the case of retirees). Employees discharged, or quitting without proper notice will only receive any unused vacation from the previous year, but will not be eligible for any pro-rated vacation for the current vacation year.

SECTION 5.

After one year of continuous service, a regular, part-time employee (one who works 40 hours, but less than 80 hours a pay) will receive one half of the vacation benefit of a full time employee with the same length of service.

SECTION 6.

If a recognized holiday is observed during an employee's scheduled vacation, said employee shall be given an additional day of vacation with pay.

ARTICEL XXII - HEALTH INSURANCE

SECTION 1.

For the life of this agreement, the Hospital shall continue to pay the premiums in effect at the signing of this agreement to furnish Blue Cross-Blue Shield MVF-1 Health Insurance and Master Medical of the type and nature currently in effect for regular full time employees with six months or more of service who are enrolled in the Hospital's plan. Effective beginning of billing period on or after 8-19-74, a \$2 deductible prescription drug rider will be added to the above coverage.

SECTION 2.

For an eligible full time employee to become insured, he must enroll in the plan within 30 days of his employment and pay the premium until eligible for the Hospital contribution as provided in Section 1 or the employee may become insured during the April open enrollment period, provided in no case will the Hospital pay the premiums until the employee has six months of service as provided in Section 1. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

SECTION 3.

The insurance coverage listed above shall be discontinued on the day the employee's services are terminated. In case of layoff, said insurance will be continued to the end of the month. In case of leave of absence for health, maternity and workmen's compensation, said insurance will be continued for a period of six months. In case of all other leaves, said insurance coverage will be continued to the end of the month unless other arrangements are made.

SECTION 4.

Coverage and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the Hospital and the carriers. Any rebates or refunds on premiums shall accrue to the Hospital. The Hospital reserves the right to select the carrier and to change carriers provided substantially equal coverage is obtained. No matter contained in this article shall be subject to the grievance procedure.

ARTICLE XXIII - GROUP INSURANCE

SECTION 1.

For the life of this agreement, the Hospital shall continue to pay the premiums in effect at the signing of this agreement to furnish Group Life, Accidental Death and Dismemberment, and Weekly Sickness and Accident Insurance for regular full time employees with one or more years of service as summarized below:

	<u>Amount</u>
Group Life	5,000
A D & D	5,000
S & A	See Appendix B

SECTION 2.

An eligible full time employee shall become insured at the beginning of the next monthly billing period following completion of one year of service. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

SECTION 3.

The insurance coverage listed above shall be discontinued on the day the employee's services are officially terminated. In case of layoff, Group Life and A D & D will be continued to the end of the month. In case of leave of absence for health, maternity, Group Life and A D & D will be continued for a period of six months. In case of other leaves, said Life and A D & D coverage will be continued to the end of the month unless other arrangements are made.

SECTION 4.

Coverage and benefits under the above insurance plans are subject to the terms and conditions contained in the contracts between the Hospital and the carriers. Any rebates or refunds on premiums shall accrue to the Hospital. The Hospital reserves the right to select the carrier and to change carriers provided substantially equal coverage is obtained. No matter contained in this article shall be subject to the grievance procedure, except the issue of substantially equal coverage.

ARTICLE XXIV - PENSIONS

SECTION 1.

During the life of this agreement, regular, full time employees shall continue to be eligible to participate in the retirement plan for employees of St. Joseph Hospital under the terms and conditions set forth in said plan or as subsequently revised from time to time by the Hospital. No matter contained in this article shall be subject to the grievance procedure.

ARTICLE XXV - PROTECTIVE CLOTHING AND SAFETY

SECTION 1.

Employees shall utilize all protective devices and safety equipment provided by the Hospital and observe all safety rules.

SECTION 2.

The Hospital will provide protective clothing and protective devices of the type and nature it deems necessary.

SECTION 3.

Employees in the bargaining unit may elect one employee to serve on the Hospital's Safety and Disaster Preparedness Committee.

SECTION 4.

Employees should report any unsafe practice, condition, or fire hazard to their immediate supervisor. If the matter is not resolved, the employee may file a written complaint with the Safety Committee member from his department, or if there is no Safety Committee member from his department, with any Safety Committee member, and the matter will be referred to the Safety Committee.

ARTICLE XXVI - GENERAL

SECTION 1.

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

SECTION 2.

Any section of this Agreement which is ruled inconsistent with present or future state or federal laws or statutes shall be come null and void without effect on the remaining sections. Should such a section be declared null and void in final action from whose judgement no appeal has been taken, upon the written request of either party, the parties will meet to negotiate the matter.

SECTION 3.

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged plant practices between the Hospital and the Union, or any employees and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

SECTION 4.

The Union and the Hospital recognize the importance of protection of confidential information concerning patients and their families and employees. Any and all information gathered or heard about a patient or employee by the employee during the course of his employment shall be construed as confidential. Release of the aforementioned information by an employee to a patient or any unauthorized person shall be regarded as breach of confidence and as grounds for disciplinary action.

SECTION 5.

It is the policy of the Hospital and the Union that the provisions of this agreement shall be applied to all employees covered hereby without regard to race, creed, color, national origin, age, marital status or sex.

Any alleged violation of this provision must be supported by written evidence at Step Two of the Grievance Procedure.

SECTION 6.

The Hospital shall continue to pay on alternating Thursdays, with the pay period covering a two week period prior to the Sunday preceding the pay day. If a recognized legal holiday falls on a regular pay day, the pay day will be one day earlier.

SECTION 7.

In cases of contracting or sub-contracting work regularly performed by members of the bargaining unit, which would result in a layoff of a seniority employee, the Hospital will notify the Union in writing. If requested in writing from the Union within two (2) days from receipt of the notice, the Hospital will meet with the Union to discuss the work in question.

In the event a seniority employee is laid off as a result of said sub-contracting, the Hospital will first attempt to place said employee in an available posted opening for which the Hospital feels the employee is qualified. If there is no such opening, the employee may bump a probationary employee in an equal or lower rated job which the Hospital feels the employee is qualified for. If there is no such position, and the employee is laid off, the fifteen (15) month period provided in Article VIII, Length of Service (Seniority), Section 4, Paragraph f., shall be extended to twenty-four (24) months.

SECTION 8.

In recognition of the difficulties imposed upon the Hospital through failure of employees to comply with working schedules, employees shall give prior notice to their supervisor whenever they expect to report late or to absent themselves from work. Failing in this responsibility, all employees must call the designated hospital representative (whose name shall be posted in appropriate places) prior to the start of their shift (unless circumstances do not make it possible in which case they shall call as soon as circumstances permit and in no event, later than the end of their shift) and report their absence or tardiness, the expected duration of said absence or tardiness, and state a reason for the absence or tardiness. Failure to report for work without informing the Hospital as provided herein and without a satisfactory reason for the absence as required above may result in disciplinary action. In order to verify the call, the employee should request his absentee record number at the time he calls.

SECTION 9.

Non-bargaining unit Hospital employees may perform bargaining unit work providing said effort will not result in the termination or layoff of employment of a seniority bargaining unit employee, except that if technological change is involved, this provision shall not apply and the matter shall be subject to a special conference.

ARTICLE XXVII - TERMINATION

SECTION 1.

Expiration Date - This Agreement shall become effective on _____ and shall continue in full force and effect up to and including _____ August 18, 1976 _____.

SECTION 2.

Notice to Modify, Amend, or Terminate; Automatic Renewal - This Agreement shall continue in effect for successive yearly periods after _____ August 18, 1976 _____, unless notice is given in writing by either the Union or the Employer to the other party at least sixty (60) days prior to _____ August 19, 1976 _____, or any anniversary date thereafter, of its desire to modify, amend, or terminate this agreement, provided however, it is agreed that upon written notice to the other party at least sixty (60) days prior to August 19, 1975, either party may request re-opening of this agreement for the sole purpose of re-negotiating Appendix A, Wages. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in this article. In the event that one of the parties gives the sixty (60) day notice to modify or amend, as set forth above, either party may give subsequent notice to terminate by giving the other party a ten (10) day notice of termination in writing which notice may not be given before the anniversary date set forth in Section 1.

SECTION 3.

Notice shall be sufficient if sent by certified mail addressed, if to the Union, to the Local Union President, at said President's home address and, if to the employer, to the Hospital President, 302 Kensington Avenue, Flint, Michigan or to any such address as the Union or the employer may make available to each other.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

ST. JOSEPH HOSPITAL

LOCAL 2635 affiliated with COUNCIL 29
Chartered by the AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

BY: Sister Agnes Brittenbeck
President

BY: William M Goodall Pres

BY: M. Luke Miller
Vice President

BY: Marie LaFond Sec. Treas.

BY: Young S. Sub
Vice President

BY: Helen M Lord

BY: Jessie Russell

BY: Shirley Casperson

BY: Kenneth L. Luch Vice Pres.

BY: Annie A. Jenkins

BY: Robert L. Emerson

BY: _____

BY: William C. Lucas
Exec. Dir - Council 29

DATED THIS 23rd DAY OF APRIL, 1974.

APPENDIX A

MINIMUM WAGE RATES
PART-TIME EMPLOYEES

LEVEL	START	1040	+1040	+1040	+1040	+1040	+1040	+1040	+1040	+1040	+1040
4	2.750	2.806	2.863	2.919	2.976	3.033	3.089	3.146	3.202	3.259	3.316
5	2.871	2.929	2.986	3.044	3.102	3.159	3.217	3.274	3.332	3.390	3.447
6	2.998	3.056	3.113	3.171	3.228	3.286	3.344	3.401	3.459	3.516	3.574
7	3.147	3.204	3.262	3.320	3.377	3.435	3.492	3.550	3.608	3.665	3.723
8	3.295	3.365	3.434	3.503	3.572	3.641	3.710	3.779	3.849	3.918	3.987
9	3.471	3.540	3.608	3.676	3.744	3.812	3.880	3.948	4.016	4.084	4.152
10	3.639	3.708	3.777	3.846	3.916	3.985	4.054	4.123	4.192	4.261	4.330
11	3.799	3.868	3.938	4.007	4.076	4.145	4.213	4.283	4.352	4.421	4.490
12	3.968	4.049	4.129	4.210	4.291	4.371	4.452	4.533	4.613	4.694	4.774
13	4.128	4.209	4.290	4.370	4.451	4.531	4.612	4.693	4.773	4.854	4.934
14	4.300	4.381	4.461	4.542	4.623	4.703	4.784	4.865	4.945	5.026	5.106
15	4.477	4.568	4.659	4.750	4.842	4.933	5.024	5.115	5.206	5.297	5.388
16	4.649	4.740	4.831	4.922	5.013	5.104	5.196	5.287	5.378	5.469	5.560
18	4.946	5.037	5.129	5.220	5.311	5.402	5.493	5.584	5.675	5.767	5.858

MINIMUM WAGE RATES
FULL-TIME EMPLOYEES

APPENDIX A

LEVEL	START	6 MONTHS	1/2 STEP	AFTER 1 YEAR	1/2 STEP	AFTER 2 YEARS	1/2 STEP	AFTER 3 YEARS	1/2 STEP	AFTER 4 YEARS
4	2.750	2.806	2.863	2.919	2.976	3.033	3.089	3.146	3.202	3.259
5	2.871	2.929	2.986	3.044	3.102	3.159	3.217	3.274	3.332	3.390
6	2.998	3.056	3.113	3.171	3.228	3.286	3.344	3.401	3.459	3.516
7	3.147	3.204	3.262	3.320	3.377	3.435	3.492	3.550	3.608	3.665
8	3.295	3.365	3.434	3.503	3.572	3.641	3.710	3.779	3.849	3.918
9	3.471	3.540	3.608	3.676	3.744	3.812	3.880	3.948	4.016	4.084
10	3.639	3.708	3.777	3.846	3.916	3.985	4.054	4.123	4.192	4.261
11	3.799	3.868	3.938	4.007	4.076	4.145	4.214	4.283	4.352	4.421
12	3.968	4.049	4.129	4.210	4.291	4.371	4.452	4.533	4.613	4.694
13	4.128	4.209	4.290	4.370	4.451	4.531	4.612	4.693	4.773	4.854
14	4.300	4.381	4.461	4.542	4.623	4.703	4.784	4.865	4.945	5.026
15	4.477	4.568	4.659	4.750	4.842	4.933	5.024	5.115	5.206	5.297
16	4.649	4.740	4.831	4.922	5.013	5.104	5.196	5.287	5.378	5.469
18	4.946	5.037	5.129	5.220	5.311	5.402	5.493	5.584	5.675	5.767

CLASSIFICATION LIST BY LEVEL

LEVEL 4	Maid Glasswasher Laundry Aide	LEVEL 10	Laundry Washer Surgical Technician
LEVEL 5	Dish Machine Operator Pots & Pan Washer Dietary Aide Media Maker Cart Packer Bundle Packer Porter Mail Clerk	LEVEL 11	Stockman - Purchasing
LEVEL 6	Cook's Helper Stock Clerk/Dietary Special Waitress Office Clerk Ward Clerk Unit Clerk Laboratory Assistant Diener Laboratory Clerk Nuclear Medicine Clerk Orderly Nurse Aide Playlady Prep Girl Pharmacy Aide Stationery Clerk Physical Therapy Receptionist-Aide X-ray Clerk Anesthetist Aide Baker	LEVEL 12	Truck Driver General Maintenance Groundskeeper Utility Maintenance Painter
		LEVEL 13	Head Groundskeeper Electrician w/o License Plumber w/o License Fireman Maintenance Mechanic
		LEVEL 14	Refinisher Crib Manager
		LEVEL 15	Cabinet Maker & Carpenter Electrician Head Maintenance Mechanic Plumber
		LEVEL 16	Refrigerator Man
		LEVEL 18	Head Electrician Head Plumber
LEVEL 7	Second Cook Cashier Seamstress Physical Therapy Assistant Dark Room Attendant Laundry Delivery		
LEVEL 9	Cook Janitor Soiled Linen Sorter Laundry Houseman I.V. Technician		

SICKNESS AND ACCIDENT BENEFIT LEVEL CHART

<u>CLASSIFICATION PAY LEVEL</u>	<u>BENEFIT LEVEL A *</u>	<u>BENEFIT LEVEL B **</u>
Level 4	72	78
Level 5	74	81
Level 6	77	83
Level 7	81	87
Level 8	86	93
Level 9	89	97
Level 10	93	102
Level 11	97	105
Level 12	101	112
Level 13	104	115
Level 14	108	120
Level 15	114	125
Level 16	118	130
Level 17	122	133
Level 18	126	137

*Weekly benefit for those employees below the maximum pay rate in their classification.

**Weekly benefit level for those employees at the maximum pay rate in their classification.

Once an employee begins drawing a weekly benefit, there will be no change in the benefit level for the duration of that claim.