



Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see -
<http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: Hurley Medical Center and American Federation of State, County, & Municipal Employees (AFSCME), AFL-CIO, Local 1603 (2003)

K#: 810164

Location: MI Flint

Employer Name: Hurley Medical Center

Union: American Federation of State, County, & Municipal Employees (AFSCME), AFL-CIO

Local: 1603

SIC: 8062

NAICS: 622

Sector: L

Number of Workers: 1000

Effective Date: 07/01/03

Expiration Date: 06/30/04

Number of Pages: 43

Other Years Available: Y

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees and the Union.

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

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

Computer Systems Operator I
Computer Systems Operator II
Cook
Correspondence Clerk – Medical Records Department
Courier/Driver
Court Clerk
Customer Service Representative
Data Entry Operator
Dental Assistant
Dietary Cashier
Dietary Clerk
Electrician
Electrocardiogram Technician I
Electrocardiogram Technician II
Electrocardiogram Technician Trainee
Electroencephalograph Technician (see R135)
Electroencephalograph Technician (see R48)
Electroencephalograph Technician Trainee
Electronics Technician
Emergency Department Clerical Assistant (typing)
Emergency Department Clerical Assistant (no typing)
Emergency Medical Technician
Emergency Room Technician
Employment Staff Assistant
Endoscopy Technician
Engineering Technician
Environmental Aide
Environmental Systems Repairer
Environmental Technician
Financial Counselor Specialist
Food Service Stockkeeper
Food Service Worker
Grounds Maintainer
Health Insurance Verification Assistant
Health Unit Coordinator
Health Unit Coordinator (certified)
Health Unit Coordinator Trainee
Help Desk Representative
Hemodialysis Technician
Home Care Scheduling Coordinator
Home Health Care Aide
Human Resources Benefits Assistant
Human Resources Benefits Specialist
Hydrotherapy Assistant

Patient Registration Aide
Patient/Unit Aide
Payroll & Personnel Clerk
Payroll Clerk
Payroll Clerk Trainee
Pharmacy Purchasing Technician
Pharmacy Technician
Pharmacy Technician Trainee
Physical Therapist Assistant
Physician Biller
Physician Billing Control Clerk
Plant Operations Maintainer
Plumber
Polysomnography Aide
Porter
Production Assistant
Purchasing Assistant
Quality Assurance/Utilization Review Secretary
Radiation Mold Room Technician
Radiology Film Room Clerk
Radiology Office Assistant
Radiology Processing & Maintenance Technician
Registration Clerk
Registration Clerk Trainee
Rehabilitation Assistant
Rehabilitation Assistant
Reimbursement Assistant
Release of Information Coordinator
Respiratory Therapy Receptionist
Rounds Technician
Seamster
Senior Accounts Payable Clerk
Senior Biller
Senior Clerk
Senior Clerk Typist
Senior Cook
Senior Home Health Care Aide
Senior Laboratory Aide
Senior Nursing Assistant
Senior Nursing Assistant
Senior Nursing Payroll Clerk
Senior Physical Therapist Assistant
Service Representative
Sterile Processor

SECTION 2. PLEDGE AGAINST DISCRIMINATION AND COERCION

The provision of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, height, weight, non-disqualifying handicap, national origin, religion, or political affiliation. Hurley Medical Center and 1603 will comply fully with the non-discrimination provisions of all State and Federal laws and regulations by assuring that the recruitment, hiring, training, upgrading, promotion, retention or any other personnel action will be accomplished without regard to race, color, sex, religion, age, national origin or physical handicap, except where age, sex, or physical requirements contribute a bona fide occupational qualification necessary to proper and efficient administration.

All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any employer representative against an employee because of union membership or because of any employee in his or her function on behalf of the Union.

The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 3. MANAGEMENT'S RIGHTS

The Medical Center will retain all rights, responsibilities and prerogatives normally exercised by the Medical Center in the past, subject only to such restrictions of those rights as are expressly provided in this agreement.

The Union recognizes the Hospital's right to establish reasonable work rules and reasonable regulations, not inconsistent with the terms of the collective bargaining agreement between them, for the purpose of maintaining order and discipline. The penalties under such rules concerning discipline shall be progressive in scope. To that end in administering disciplinary actions, the Medical Center will follow the principles of progression, however,

C. The Union agrees that in the event of litigation against Hurley Medical Center, its agents or employees arising out of this provision, it will defend and indemnify and hold harmless Hurley Medical Center, its agents or employees from any monetary award arising out of such litigation.

D. If any provision of this Section is invalid under Federal law or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

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

SECTION 5. UNION DUES AND INITIATION FEES

A. Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Payroll Deduction Form.

B. Check-off deductions under all properly executed Authorization for Payroll Deduction Forms shall become effective at the time the authorization is signed by the employee and shall be deducted from the second pay of the month and each month thereafter.

C. Deductions 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 during the following week. The Union hereby agrees to indemnify and save the Employer harmless from any and all liability that may arise in consequence of application of the Union Security and dues check-off clauses. Such indemnity shall include, but not be limited to, reimbursement of any dues, fees, or assessments that the Employer would be ordered to pay back to employees; it shall also include court costs and attorney fees.

D. 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 Employer of the names of such employees following the end of each month in which the termination took place.

- e) any unauthorized absence for two weeks or longer which does not result in the employee's separation from service.

The following shall not be considered as breaks in employment. Benefits and seniority shall continue to accrue during such periods of absence. Such additional benefit and seniority accrual will be credited only when the employee returns to duty:

- a) periods covered by Worker's Compensation or duty disability retirement;
- b) any military leave provided for in Section 26.

The following shall not be considered as breaks in employment. Benefits will be retained, but not accrued, and seniority shall continue to accrue during such periods of absence. Such additional seniority accrual will be credited only when the employee returns to duty:

- a) Any approved educational leave as provided for in Section 28;
- b) Any leave for Union business as provided in Section 8, paragraph A;
- c) Military leave and returning servicemen as provided in Section 41.

3. Full-time employees who are transferred to a part-time status because of a reduction in the work force shall continue to accrue seniority as though they were still full time.

B. Upon successful completion of the required probationary period, an employee who has been promoted will be granted seniority in his new classification in accordance with his total accrued seniority with the Medical Center as defined above. However, an employee who is promoted from a trainee classification will not be required to complete another probationary period. Additionally, employees who are demoted shall not be required to serve an additional probationary period.

C. An employee, solely, within the bargaining unit, with seniority in a department shall be selected for an apprentice training program in another department other than the one in which he has seniority, may make application for a leave of absence for the time he is in

soon as possible after the effective date of this agreement. Bi-weekly thereafter the Employer will supply the Union with the same information for all new hires and/or separations.

II. LAYOFF

A. The Hospital Director shall have the responsibility and authority to determine when and in which departments' layoffs will be made.

B. Layoffs or reductions within classification and department shall be made in reverse order of total accrued seniority. However, if a lower seniority employee is working within the same classification but in a different department, the Medical Center will:

1. Place the person designated for layoff in a vacant, comparable position within the same classification or
2. Allow the employee designated for layoff to bump the lowest senior employee within the same classification employed by the Medical Center or
3. Should the employee choose not to bump the lowest senior employee, process the planned layoff.

Recalls shall be made in order of total accrued seniority within classification and department. Names of employees who are laid off shall be placed on a re-call list for the appropriate classification and department. Names shall remain on the appropriate list for two years from the effective date of the layoff. No new employees may be hired in the department if a re-call list exists for the classification and department. In the event of recall, full-time and part-time employees will only be referred to vacant positions in other departments' which are comparable positions, providing they possess the basic requirements for the vacant positions in such departments. Such employees shall be given a reasonable period of time (usually three (3) months) for on-the-job training and development of specific skills and/or knowledge. If three or more such employees are available for referral, no new applicant shall be employed from outside the Medical Center.

1. If an employee refuses or fails to appear for an interview for a comparable position, either in the same department as previously employed or another department of the Medical Center, his/her name shall be removed from the recall list and their employment status

E. Names of probationary employees who are laid off shall be returned to the Human Resources Department's eligibility list from which they were certified.

F. Thirty (30) days advance notice should be given to the Union when a layoff program is to be instituted.

G. Notwithstanding their position on the seniority list, all union officials, executive board members and committee persons shall, in the event of a layoff of any type, be continued at work as long as there is a job in the classification which they can perform and shall be recalled to work in the event of a layoff at the first open job in the classification they can perform.

H. Unless specifically agreed to by the Union, Student Helpers will not perform bargaining unit work in classifications for which there is a reduction in force, i.e., layoffs or involuntary reductions in status.

III. Filling of Vacancies

The parties agree that if Management is going to fill a full-time position with a part-time employee in the same classification and department, the hire date of the part-time employee (regardless of status i.e. Pt2 or Pt3) will be used as the determining factor for seniority for placement into the position. This does not restrict Management's right to determine when an opening exists.

Additionally, in determining the earliest hire date among AFSCME, Local 1603 members for the purpose of elevation in status decisions, the earliest date shall be the earliest hire date in a permanent position represented by AFSCME, Local 1603. Temporary hire dates into an AFSCME, Local 1603 position will be counted only if there was no break in service. This provision is effective July 1, 1994.

Vacancies in higher positions shall be filled so far as practicable by the promotion or advancement of employees. Vacancies within the bargaining unit shall be filled by the following methods:

A. Transfers within classification and department: The head of any department in which a position is to be filled, providing there are employees in that department who are in

position shall be included with the applicants certified to the appointing authority from the open recruitment eligible list.

6. All employees promoted or laterally transferred shall be required to serve a trial period. During the trial period, either the employee or the Medical Center may elect to return the employee to his/her former position. The trial period shall end 2 weeks (14 calendar days) after the employee has received his/her first probationary performance appraisal in the new position. Employees who complete the trial period but do not successfully complete the remainder of their probationary period shall be returned to their former classification and department if a budgeted vacancy exists. If there is not a budgeted vacancy in the employee's former classification and department, the employee shall be laid off and their name placed on the layoff list for their former classification and department.

E. *Temporary Positions*

The parties agree that the Medical Center may utilize temporary employees only for the following reasons:

1. During the leave of absence of a permanent employee. (This section is not to be utilized to avoid overtime for incidental personal days.)
2. To allow for vacation coverage for named permanent employees. (This section is not to be utilized to avoid overtime for incidental vacation days, i.e., three (3) days or less.)
3. While actively recruiting to fill a permanent vacancy.
4. During short periods of time to perform emergency work or additional, extra work in a department as mutually agreed by the department and the union.
5. Other specific situations as mutually agreed upon by the parties.

The Human Resources Department will notify the Union whenever a temporary position has been approved to be filled. Such notice will be given in advance of filling the position whenever possible.

The parties also agree that the Medical Center will not fill or maintain temporary positions instead of permanent positions for the sole purpose of reducing costs.

Whenever entry-level applicants for Environmental Services, the Laundry and or Nutrition Services are required to participate in pre-screening interviews in the Human Resources

Employees shall continue to accrue vacation days while on union business leave without pay when the leave is less than two (2) weeks in duration. Reaccrediting of time deducted from the employee's vacation total shall occur once a year. Requests for vacation credit lost due to a union leave without pay must be submitted to the Human Resources Department by June 1 of the fiscal year.

C. Two delegates selected by the Union and employed by the Hospital shall be granted leave without loss of pay to attend official AFSCME meetings, other than conventions, provided that such meetings will be limited to two (2) per calendar year. Paid leave granted to such delegates shall not exceed forty (40) hours per delegate per meeting. The names of such delegates, together with the time, date, place and purpose of such meeting, shall be submitted to the Labor Relations Office by the President or Chapter Chairperson of the Local Union at least ten (10) days prior to the date of such meeting.

SECTION 9. UNION BULLETIN BOARDS

The Employer agrees to furnish and maintain suitable bulletin boards in mutually agreeable places in each building to be used by the Union. Notices approved by the President and/or Chairperson of the Grievance Committee shall be delivered by the Union to the Labor Relations Office of the Hospital. The Labor Relations office will stamp the notices approving them for posting. The Employer will not attempt in any way to censor or edit notices presented by the Union. However, the Union will not post anything that is derogatory or detrimental to the Hospital, and such material will be signed by the President or his or her designate.

SECTION 10. UNION ACTIVITIES ON THE EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, the President of the local Union and Grievance Committee members shall be allowed to:

proper representation, and will be a principal factor in determining the number of committee persons that are functioning under the agreement.

SECTION 13. GRIEVANCE COMMITTEE

A. In order to maintain responsible and stable functioning relationships between employees, the Union, and the Medical Center Administration, it is agreed that employees will be represented exclusively by a Grievance Committee composed of eleven (11) committee persons, not including the Chairperson and eleven (11) alternate committee persons and one (1) alternate chairperson, each of whom shall be a regular full-time employee of the Medical Center with at least one (1) year of seniority. An alternate committee person for each designated zone and selected by the Union shall function only in the absence of the regular committee persons in their respective zone.

B. The names of the selected committee persons and their alternates, the Chairperson and his/her alternate, will be furnished to the Labor Relations Office in writing by the President or Chairperson of the Union at least three (3) days prior to the effective date of assuming duties of office.

C. Committee persons shall have the right, without loss of pay, to investigate employee complaints and to initiate written grievances pertaining thereto, provided however, that such committee persons comply with the terms and conditions hereinafter set forth:

1. Each Committee person shall have a definitely designated zone of responsibility and must regularly work in the zone which he represents.

2. Committee persons shall work at their regular work assignments for the first hour of their respective shift, except for suspensions or discharges occurring within their zone.

3. Committee persons shall handle grievances only on their respective shifts and only on days they are scheduled to work. Committee persons normally will not be re-assigned to another work area, shift, or days off during the term of their appointment unless the efficiency or effectiveness of the department is impaired, or the committee person is exercising

or his responsible departmental supervisor during the hours that the Labor Relations office is not open. The Employer agrees that the committee person will be released promptly.

F. No committee person shall be permitted to handle a grievance in a zone other than his own unless the designated committee person for that zone is absent from work for the shift. In such cases, the arrangements for handling grievances will be made between the Chairperson of the grievance committee and the Labor Relations Office.

G. The chairperson of the Grievance Committee by virtue of his or her office and his or her necessity of functioning properly to both Union and Hospital Administration shall be scheduled on a five (5) day, Monday through Friday, basis in an effort to better serve all concerned.

SECTION 14. GRIEVANCE PROCEDURE

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

STEP ONE (1)

(a) If an employee feels he/she has a grievance, he/she should attempt to discuss the matter orally with his/her supervisor, but must state the nature of the complaint. Following the discussion, if he/she still feels aggrieved, he/she may request her/his supervisor to call a committee person. The immediate supervisor shall arrange for the appropriate committee person to come to the work area within one hour, except in extreme emergencies, and shall allow the employee and the committee person to discuss the grievance privately. If further action is necessary, then the committee person shall discuss the grievance with the immediate supervisor.

(b) If the grievance is not thereby disposed of, it shall be submitted immediately, in written form, by the committee person to the immediate supervisor. The immediate supervisor shall place his written position on the grievance form within two (2) working days and return it to the committee person.

interpretation issues. The parties also agree to develop and utilize a pre-arbitration procedure which will include (when possible) the Administrator of the affected department.

(c) The arbitrator will be selected by one (1) representative of the hospital management and one (1) representative of the union.

(d) The arbitrator shall have no power to add to or subtract from, or modify any of the terms of this agreement or any supplementary agreements thereto.

(e) No findings involving wages shall be made for more than thirty - (30) calendar days retroactively from the date the grievance was submitted. The arbitrator will be requested to make his best effort to issue his written ruling within fifteen (15) days following the conclusion of hearings or arguments in the case.

(f) The expense of the arbitrator will be shared equally by both parties. Each party will be responsible for compensating its own witnesses and representatives.

(g) The arbitrator's decision shall be binding on both parties and the Union and Hospital will discourage and will not cooperate with or give aid in any appeal from such decision to any court or appeal board.

(h) If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided they pay for the record and make copies available to the other party and the arbitrator.

(i) No decision of the arbitrator or of the Hospital management in one (1) case shall create a basis for a retroactive adjustment in any other case prior to the date or written filing of each such specific claim.

B. Withdrawal of Grievances

1. The Union may withdraw any single or multiple grievance at any step of the grievance procedure by so notifying the Medical Center in writing on the back, lower left hand corner of the grievance form. Any grievance so withdrawn may not be carried any further in the grievance procedure at any future time.

2. A grievance which has been referred to an arbitrator may not be withdrawn by either party except by mutual consent.

existed prior to that date, in which case the claim shall be limited retroactively to a period of thirty (30) calendar days prior to the date the claim was first filed in writing.

D. If the subject matter of a grievance shall involve the employees of more than one (1) department, or if such subject is of an emergency nature, or involves a matter of broad hospital policy, the grievance shall be initiated at the third step and processed accordingly.

E. An employee who is suspended or discharged shall be informed by the Supervisor at the time he or she receives such suspension or discharge of his or her right to request Union representation.

SECTION 15. NORMAL WORK SCHEDULE AND OVERTIME

I. Normal Work Schedule

A. A normal workday for full-time employees shall consist of eight and one-half (8 1/2) continuous hours, including an unpaid lunch period of one-half (1/2) hour. Whenever practical, a lunch period shall be scheduled at approximately the middle of the shift. All employees shall have two (2) rest periods of fifteen (15) minutes per eight (8) hour day to be scheduled by the immediate supervisor. Said periods shall not be cumulative. Employees who are requested to work a double shift for replacement purposes and who accept such assignment should be granted a 15-minute rest period within one (1) hour after the beginning of the overtime shift. This period is in addition to the regular rest period as outlined above.

A fifteen minute paid break for employees working four hours (regular or overtime hours) will be provided. A second fifteen minute break will be afforded employees who are scheduled a full eight hour shift (regular or overtime hours.)

Employees who are scheduled at least six hours from the beginning of their shift to the end of their shift will be afforded a one-half hour, unpaid lunch break.

B. All work performed shall be considered as accomplished on the date that the majority of hours are worked. It is recognized that 12:00 midnight is the beginning of the day.

C. All employees shall record their work hours on hospital time clocks. Employees shall punch only their own time card. Employees shall report any errors they make in

B. Employees who work in excess of eight (8) hours in any one (1) twenty-four (24) hour period or anytime in excess of their normal work week or work period as determined in accordance with paragraph 15D above shall be paid overtime premium pay at the rate of one and one-half (1/2) times their basic rate of compensation for such excess.

C. If any employee, full or part-time, is required to work in excess of seven (7) consecutive days, then any consecutive days thereafter shall be at premium compensation, except by mutual agreement, provided however, that such premium shall not be paid for more than seven (7) consecutive days. When employees "volunteer" to work overtime and/or an extra day and a "stretch" is created, consecutive day overtime isn't paid.

D. All full-time employees shall be scheduled every other Saturday and Sunday off duty. In the event that any employee is scheduled on duty for two (2) consecutive weekends, without mutual agreement between both parties, the second weekend's work shall be at premium compensation.

E. All departmental work schedules shall be posted at least one (1) week in advance. Full-time employees will normally be guaranteed against changes in a work schedule, once it has been posted. Any hours worked by full-time employees other than those posted, will be paid at the rate of time and one-half (1 1/2), even though another day off might be scheduled for them subsequently. However, no premium pay shall be due if the change to the schedule is by written mutual agreement between the supervisor and employee.

The Medical Center shall make every attempt to give part-time employees 24 hours advanced notice of changes to the posted schedule. Should the Medical Center fail to provide written notification to the employee, and he/she reports as scheduled, he/she will be scheduled at least four hours of work. If a new day is scheduled for the employee without the same prior notice, the employee will not be subject to discipline.

The above does not waive or abrogate the Medical Center's right to call part-time employees in to work on non-scheduled days, nor change the Medical Center's rules relative to employees providing it with current phone numbers and addresses.

F. Employees who are called in to work a regular shift after the start of the normal working day shall be paid a minimum of eight (8) hours if they work in excess of four (4)

2. The person to be mandated will be the individual with the least amount of worked mandatory hours worked in the classification and department (Nursing will be considered one department). The least senior employee respectively, as outlined in Section 15.II G of the contract will be mandated. Item #4, 7, and 8, of the Mandatory Overtime Agreement of January 30, 2001, is hereby rescinded.
3. If the person mandated through this procedure is eligible for and requests to use one of his or her five (5) exclusions, the next person with the least number of mandatory overtime hours worked will be mandated, and may also request to use an exclusion. This procedure may continue through all bargaining unit members on duty in the union. Should everyone utilize an exclusion, ultimately the person with the least number of mandatory hours worked in the fiscal year will be mandated and his or her request for exclusion will be denied. Also, in applying this procedure, employees will not be mandated consecutive days, i.e., (two calendar days in a row).
4. In the event that more than one person must be mandated, the same procedure will be followed except that only the appropriate number of requests for exclusion ultimately will be granted.

Regarding equalization of overtime, overtime hours shall be divided as equally as possible among employees working within the same classification who are able to do the work available. If overtime is offered, overtime hours will be equalized within shift unless consecutive day overtime would be created. If no volunteers are obtained from the shift where the overtime work is required, then the procedure for soliciting volunteers (as defined above) shall be implemented utilizing the concept of equalizing across the various shifts. Management also retains the right to avoid consecutive day overtime via such equalization. It shall be the responsibility of each employee who desires overtime to notify the appropriate

2. Employees will be scheduled "on-call" in advance and the schedule will so indicate. Any change in "on-call" assignment must be arranged by the employee assigned the on-call responsibility and must be communicated to the immediate supervisor two hours prior to the scheduled on-call hours. "On-call" time will be divided as equally as possible among employees within that classification.
3. The employee "on-call" must come in when called. The employee will clock in and out his/her time card whenever they actually work during the "on-call" period.
4. Employees who are required to perform stand-by duty shall be paid a bonus of twenty (20) percent of their base salary for each hour of stand-by not to exceed eight (8) hours for each day of stand-by or forty (40) hours per week when required to perform such services and shall receive overtime pay for all hours required to work while on stand-by.
5. It shall be the responsibility of the employees who desire "on-call" to notify the appropriate Department Head in writing.
6. Employees on-call will be provided with a beeper.

Supervision - Change in Orders

As a matter of policy, higher supervision should issue changes in orders to individual employees only in case of an extreme emergency; otherwise, orders should be relayed through the employee's immediate supervisor.

SECTION 17. HOLIDAYS

A. The following are the holidays for all full-time employees: New Year's Eve Day, New Year's Day, Martin Luther King Birthday Holiday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.

such pay period. An employee who works on a holiday, which would normally have been his day off, will receive pay as provided in A and B above.

H. Any employee shall be compensated at premium rate as well as holiday pay for any regular holidays worked. This shall not count in the computation of overtime hours.

SECTION 18. SPECIAL HOLIDAYS

A. All full-time employees, excepting those covered by subdivision "B," who would otherwise have been required to work on the following special holidays shall be entitled to a day off with pay, not to exceed eight hours, at their normal rate of pay for the following special holidays: their birthday and the day after Thanksgiving. The herein mentioned Birthday holiday is eliminated effective January 1, 2003.

B. Full-time employees who are required to work on said above designated special holidays shall receive time off equal to the special holiday time worked on the particular day in question, but not to exceed eight hours and as mutually agreed between the employee and his supervisor. Such employees shall be entitled to take all special holiday compensatory days off on the day immediately before or after any one of their next two regularly scheduled days off.

C. In the event said special holidays occur on days not scheduled for work for employees not covered in Section A and B, said employees shall be entitled to a compensatory day off as approved by the Department Head.

D. Employees who are on unauthorized leave the day preceding or the day following a special holiday shall forfeit all pay for that special holiday.

E. An employee scheduled to work on a special holiday and who fails to report for work, and whose absence is not authorized, shall forfeit all pay for that special holiday.

F. Those employees who separate from the service prior to the accumulation of 1,040 hours of service credit and who have received special holiday pay or compensatory time off in lieu thereof, shall have deducted from their separation pay an amount equal to that previously received as special holiday pay or compensatory time off in lieu thereof.

make specific permanent shift assignments. The seniority principle will apply relative to the temporary assigning of employees to a specific shift.

In departments which have various starting times on one shift, the earlier permanent starting times will be offered to the most senior full-time employee in the same classification, as the earlier starting times become available, provided efficiency is not impaired.

SECTION 21. PERSONAL LEAVE OF ABSENCE

A. Personal leave of absence without pay for reasons other than specifically provided elsewhere in this agreement, may be granted by the Medical Center. In considering requests for personal leaves of absence, priority shall be given in the order that the requests are received, except that requests of an emergency nature for strong personal reasons beyond the employee's control shall be given top priority.

B. If an employee who has been granted such a leave of absence takes employment elsewhere during the term of such a leave, he shall be considered to have terminated his employment with the Medical Center.

C. If an employee fails to return to work within three (3) consecutive working days (prolonged leave; assume Monday through Friday unless otherwise scheduled) after the expiration of the approved leave of absence, the employee shall be considered to have quit without notice. If there are extenuating circumstances of an emergency nature which the department head considers meritorious, and the employee provides such documentation/proof, an extension shall be granted.

D. Request for leave of absence should be filed in writing prior to the beginning of the period of leave. If this is impossible because of an emergency condition which arises, notification to the department by telephone may be made and the request for leave filed immediately upon the employee's return to duty.

E. Any absence of an employee from duty that is not authorized by a specific grant of leave of absence shall be deemed to be an absence without leave. An employee who is absent three (3) consecutive scheduled work-days without properly notifying the Medical Center, shall be deemed to have resigned and his/her name shall be removed from the Payroll Records.

Year of Service	Days Accrued	Per Hours Worked	Maximum No. of Days Per Calendar Year	Maximum Accumulation Days
Less than 5 Years	0.83	173	10	30
5 thru 9 Years	1.25	173	15	45
10 Years	1.33	173	16	48
11 Years	1.42	173	17	51
12 Years	1.50	173	18	54
13 Years	1.58	173	19	57
14 Years	1.67	173	20	60
15 and over Years	1.75	173	21	63

On July 1 of the year following completion of the fifth, tenth, eleventh, twelfth, thirteenth, fourteenth, and fifteenth year of consecutive service, vacation leave shall be credited as having accrued on the above basis for the entire preceding fiscal year.

C. Certain holidays, mentioned in Section 17 hereof, and special holidays, mentioned in Section 18 hereof, falling within a period of annual vacation leave shall not be included as part of such leave.

D. Annual vacation leave may be cumulative but not exceed the maximum set forth. Provided, however, any excess as provided herein shall not be forfeited in the event the employee is on leave or lay-off status or the employee suffers from illness other than that

first pay date following July 1, in an amount equal to the difference between the amount of vacation credit earned as of July 1.

G. No vacation leave shall be used during the calendar year in which said leave is being accrued, except for deductions made for lost time in excess of accrued sick leave as set forth in Section 24.

H. No vacation shall be taken or allowance made or paid until an employee shall have worked one (1) full year, but thereafter such first year of employment shall be considered for purpose of accrual of vacation leave as having been accumulated beginning with the first day of employment, provided, however, that in the case of employees who go into the armed forces of the United States, such employees shall receive allowance for vacation leave computed under the terms hereof from the date of employment without regard to whether said employees have worked less or more than one year.

I. An employee may obtain pay for vacation time one week (Monday through Friday) prior to the beginning date of the vacation by making application for same in writing at least two (2) weeks in advance to his immediate supervisor and obtaining the approval of the Director or his designate and the Comptroller.

J. Upon termination of employment, an employee shall be compensated for his accrued vacation leave at the rate of pay received by said employee at the time the employment is terminated.

SECTION 23. SICK LEAVE

A. Sick leave benefits shall be available as follows at the authorized rate of pay provided in the prevailing salary plan for the position or job actually engaged in at the time the sick leave is used.

B. All regular full-time employees and employees who regularly work thirty (30) hours or more per week are eligible for seven (7) sick leave days on July 1 each fiscal year.

Requests for payment must be submitted to the Human Resources Department no later than May 30 of each year. Payment will be by separate check in the payroll covering the first full pay period in July. Sick days that are not used or paid shall accumulate to the next year. Eligibility for sick day payoffs will be determined at the end of the last pay period for the fiscal year.

E. Any employee who becomes ill or is injured and expects to be off duty should notify the Medical Center as promptly and as early as possible. Such notice should, in all cases except extreme emergency, be given in advance of the start of the employee's scheduled work shift. Such notice should be received not less than one (1) hour before the start of the morning shift and not less than one and one-half (1-½) hours before the start of the 2nd shift, and not less than one and one-half (1-½) hours before the start of a night shift. Employees in the Nursing Service and the School of Nursing are to report absences to their respective departmental office. All other employees must report absences to the Medical Center telephone operator.

F. If an employee reports for duty but discontinues working as a result of illness before having worked two hours, sick leave payment for the entire day is granted; and if the employee works two hours but less than six before discontinuing work as a result of illness, that employee receives regular pay for four hours and for the other half of that day (four hours) receives sick leave pay, providing the employee has accumulated that amount of sick leave credit with pay. Sick leave granted after the employee works six hours or more shall be made at the discretion of the employee's Department head. In such cases, the Department head shall make a report to the Human Resources Director. Sick leave is not granted to employees who take time off to go to the office of a doctor or dentist. Employees who make emergency visits to the physician or dentist because of symptoms occur on the same day the appointment is made may be granted sick leave if the physician or dentist with whom the appointment is made will write a note stating they are eligible for sick leave.

G. Any employee who has taken all available sick leave and remains on an extended absence due to illness, may elect to have additional lost time charged against and deducted from earned vacation leave only if she/he has been absent due to illness for at least one (1) day

abuse guidelines, the employee must have worked six (6) months from the last leave for substance abuse.

Effective March 2, 1992, all employees placed on mental illness leave will qualify for thirty (30) sick and accident benefit days, provided that the employee is enrolled in an inpatient psychiatric treatment facility. In order to re-qualify for sick leave under the mental illness guidelines, the employee must have worked six (6) months from the last leave for mental illness. These provisions apply to all mental illness disabilities with a disability date on or after March 2, 1992.

With thirty (30) days notice and mutual agreement between the Union and the Medical Center these mental illness provisions may be revised or deleted.

5. Seniority and continuous service (i.e., longevity and step increases) of employees on sick/accident leave shall accumulate.

6. Prior to return to work, the employee shall report to the Human Resources Department with a statement from his/her attending physician specifying the employee's ability to return to their normal assigned duties. The Medical Center may require the employee to complete a physical by a Medical Center physician prior to their being allowed to return to work.

7. In the administration of the sick/accident leave program, the Medical Center may from time to time investigate, or require to be investigated, employees who the Medical Center has cause to believe may be misusing or abusing the benefits of the sick/accident policy. In addition to said investigation, the Medical Center may require the employee to undergo examination by a designated physician or agency to determine whether or not the employee is not capable of returning to work. If, as a result of this examination, an employee is deemed not to be disabled, benefits under the Medical Center sick/accident policy shall cease immediately. To afford the employee a means by which the denied claim may be reviewed, a third physician or agency mutually agreed upon by the Medical Center and the Union may be requested to review the medical condition of the employee. Such request must be submitted in writing by the Union within ten (10) calendar days of the date of denial of the sick/accident benefit claim. Cost for any resulting examination by a third party shall be borne

2. Not use or further disclose the Health Information in a manner that would violate the requirements of any State or Federal Law/Regulation including the provisions of the HIPPA regulations.
3. Use appropriate safeguards to prevent use or disclosure of the Health Information other than for the functions for which the committee was established.
4. Report any use or disclosure of Health Information inconsistent with the functions of the committee, or these provisions, to the Vice President for Human Resources.

By a vote at least four (4) of the members, the Committee will have the authority to require an independent medical examination for any member claiming benefits. In such cases, the cost of the independent medical examination will be equally shared by the Medical Center and the Union.

Also by a vote at least four (4) members, and based on medical information reviewed, the Committee may recommend the discontinuation of sick and accident benefits. The final decision to continue or discontinue benefits is retained by management, and management shall retain full legal liability for such final decisions.

Leave Days: The seven (7) leave days are intended for the use of employees to cover incidental and short-term illness. They will be granted to full-time employees and employees regularly working thirty (30) hours or more per week on July 1st each year.

Call-in and sick leave procedures shall remain the same regarding these days. Those days that are not used shall accumulate to the next year.

Employees will be allowed the option of using one (1) sick day per week when on sick and accident leave (or upon exhaustion of sick days, vacation days may be used) and such payment will be made on regular pay days which occur during the period the employee is drawing sick and accident benefits.

two (2) years. Employees shall be allowed to carry over into the next fiscal year up to six (6) personal days. As of July 1 of any year the maximum accumulation shall not exceed nine (9) days. However, no employee shall be entitled to use more than two (2) days at any one time during the two years, nor shall they be allowed to use more than one (1) at any time during the months of June and December of any year.

For employees who hire mid-year, personal days will be prorated so that the employees are credited with the appropriate number of days. For employees who are absent for extended periods of time, and entitled to accumulated benefits, the personal days will be credited to their bank upon their return to work. Personal days may only be utilized Monday through Friday. They may not be used to extend vacations. The time limits outlined above may only be waived in cases of emergency or unusual/extenuating circumstances.

SECTION 24. EMERGENCY LEAVE POLICY

I. Leave with pay of not more than three (3) days plus not more than two (2) days travel time may be granted for death or critical illness in the employee's immediate family. The immediate family shall be defined to include parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, husband, wife, children, step-children, brother, sister, step-parents, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent-in-laws or other relatives living in the employee's home. An emergency leave shall also be granted in the event that an employee's residence is on fire or substantially damaged by one. Employees shall also be granted leave with pay up to one-half (1/2) day for the purpose of attending funerals of other close relatives. Total paid leave for any one bereavement or emergency as outlined in this paragraph shall not exceed a total of five (5) working days. An emergency leave may be supplemented through the use of vacation leave as elsewhere provided upon written request of the employee.

Reasonable travel time will be granted to those individuals who must travel in excess of 300 total miles to attend a funeral of any immediate family member. One paid day shall be granted for a minimum of each 300 miles traveled. However, under no circumstances will such time exceed two paid days.

1. An employee reporting to work on his/her regular shift within two (2) hours of his/her regular starting time, will be paid for a total of eight (8) hours for each day so considered an emergency, providing the employee works the remainder of their shift. Any employee who is unable to report within the two (2) hour time limit shall be paid for those hours they are actually able to work. In addition, employees who work during such considered emergency day will be granted compensatory time off equal to those hours worked up to a maximum of eight (8) hours per day, to be granted and scheduled as mutually agreed upon by the employee and his/her supervisor.

2. Those employees unable to report to work during the above emergency, and properly notify the Medical Center according to contract language, shall be granted an approved leave of absence and/or will be allowed to use personal leave or vacation time.

SECTION 25. MATERNITY LEAVE

In compliance with State and Federal Statutes, the Medical Center and the Union agree to treat all maternity related health problems as normal sickness and disabilities. The provisions of the sick leave section will then be applied. Additional time off may be secured through the provision of Section 21, Personal Leaves of Absence. Adoption shall be handled under the provisions of Personal Leave of Absence.

Fathers may elect to take a personal leave of not more than six (6) weeks under the terms of this Article. The leave must occur within the first three (3) months after delivery, must be of a continuous nature, and will be without pay unless accrued benefit time (vacation or personal days) is used. Verification must be provided, i.e. copy of Birth Certificate. Seniority will be retained but not accrued for such leaves without pay which extend for two (2) weeks or more.

SECTION 26. MILITARY LEAVE

Whenever an employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Air Corps Reserve or Coast Guard Reserve is called to active duty or is compelled to participate in classes or instruction as part of an activated reserve unit, he

D. Leave may be granted to a member of the Bargaining Unit who is required to be absent from work because of involvement in civic activities (e.g., United Fund, Red Cross, Schools, etc.) without pay. Such leave must not be less than a minimum of four (4) hours nor over a maximum of one (1) calendar week and applied for not less than forty-eight (48) hours in advance. Such request to be approved by the Chapter President or Chairperson.

SECTION 28. EDUCATIONAL LEAVE

Upon written application, employees or employee veterans who have acquired seniority of one (1) or more years and desire to further their education, may be granted, upon request, one (1) continuous leave of absence for such education for a period not to exceed one (1) year of leave for each two (2) years of service.

An employee who successfully pursues the educational program for which the educational leave was granted shall, upon return to his or her employment, be reinstated to service without loss of prior longevity or seniority for purposes of his or her advancement in the salary schedule or eligibility for retirement benefits.

SECTION 29. EDUCATIONAL COURSES

A. If a full-time employee desires to enroll, while continuing in full-time employment, in one or more courses at an accredited educational institution in courses which the appropriate department head and Hospital's Administrator agree would aid him/her in the practice and performance of services with the City or the Hospital or will contribute to his/her professional growth, he/she may submit, in advance of his/her commencing such course or courses, application on the Hospital Form to the Hospital for reimbursement of the cost of his/her tuition and books.

B. Upon submission of an approved Request for Tuition Reimbursement Form and proof of satisfactory completion of the course or courses and of the amount expended for tuition, books, and supplies, the full time employee shall be reimbursed for such expenses up to \$800.00 per fiscal year, provided that the employee agrees in writing to remain a full time employee for a period of six (6) months following completion of the course and likewise

employee's hourly rate of pay divided by the amount of funds requested, not to exceed the agreed upon contract amount.

C. Upon completion and approval of the above steps, a check request will be processed and issued payable to the employee. It will then be said employee's responsibility to settle their own accounts with the college or university they will be attending.

3. Upon proof of satisfactory completion of course or courses, the employee's collateral vacation days or sick days will be returned to their respective bank for their use as provided per contractual language.

4. If there is an absence of satisfactory completion of course or courses, the employee shall be required to repay the Medical Center monies owed in full, through arrangements of payroll deduction of the total amount paid to the employee for tuition reimbursement or repay the total amount in cash payments for the specified amount, and after such payment is made, the agreed upon collateral days shall be released for the employee's use. Employees who have an outstanding debt are not eligible to participate in the tuition reimbursement program or the advance tuition reimbursement program until all tuition monies owed to the employer have been paid.

5. The parties recognize that this understanding is a new approach and that concerns relative to the implementation of this agreement may develop from either side. In the event of such concerns, either party may request a review of any or all of the foregoing at any time during the term of the current contractual agreement between the parties. The parties may also agree that this letter of understanding will remain in effect only through the term of the contract year(s) unless specifically agreed upon afterwards.

6. This agreement shall be in compliance with all City, State and Federal tax laws, and will not allow employees of the bargaining unit any other advantages for educational reimbursement that it has through the past practice for granting such, except as specifically herein mentioned.

2. Alternative Pension Proposal Effective 1/1/02

Under City of Flint Retirement System Administration.

No Employee Contributions.

Employee Contributions Returned (4% interest on withdrawn funds) if alternate plan selected by 12/31/87.

FAC, final average compensation is computed using the highest 5 of the last 10 years earnings.

1.7% Multiplier for 1st through 25 years of credited service

1.5% Multiplier for 26 years or more of credited service

Ten Year Vesting

Age 60 for Full Retirement

Actuarially Reduced Pension for Early Retirement at Age 55

Actuarially Reduced Pension for Disability at Any age with Ten Years of Service

Switching by 12/31/87 for those choosing to switch

New Employees may take Alternative System

75 points for Health Care

Pop-Up Option

All Other Provisions as in Current System

Members of the contributory pension system who retire may select the pop-up option funded by a reduction in the retiree's monthly pension.

Management may implement an optional defined contribution pension program for new employees hired after 1/1/99. Employees who choose this program will not be allowed to participate in either of the current City of Flint Retirement Program, i.e., (Contributory or Non-Contributory.) For the new defined contribution program, the Medical Center will contribute 4.5%. Vesting will be in five years and employee contributions will be determined by the parties considering applicable laws. The remainder of the program to be developed by the parties including the possibility of other members opting into the new system.

The \$10.00 office call co-pay may replace Master Medical Coverage in Blue Cross policies and may involve deductibles of no more than \$100 per person and \$200 per family. Also, the \$10.00 office call co-pay in all managed care plans, i.e., (PPO's, HMO's, POS's, etc.) is for covered, in-plan providers. Any existing co-pays or deductions for out of plan services in managed care policies are not changed by this agreement.

Enrollment is conducted once each year and at the time of employment or during the annual enrollment period of each year. Changes such as marriage, death, birth, divorce, etc., should be reported to the Human Resources Office within thirty (30) days of the effective date of the change.

Effective January 1, 2002, newly hired permanent part-time employees with a status of part-time less than 30 hours per week will receive hospitalization insurance after the completion of 12 calendar months of employment.

All employees who select Blue Cross as their health insurance shall receive the Blue Cross PPO (Preferred Provider Organization) instead of the traditional Blue Cross Plan. For those covered dependents who are living out of Michigan, PPO sanctions will be waived for non-emergency services upon request. To request such a waiver, the employee must provide to the Human Resources Department a copy of the bill or explanation of benefits from Blue Cross.

B. All employees in the bargaining unit who receive health insurance through the Medical Center will have inserted in their policy a \$500 inpatient deductible waived for treatment received at Hurley, or treatment which is not part of Hurley's services, or treatment which is provided on an emergency basis, or out of Hurley's services area (i.e.: the GLS region). Members and their covered spouses/dependents who are inpatients at Hurley Medical Center will not be charged additional fees for basic telephone service, basic television service, or for private rooms when available.

5. Employees requesting a discount for outpatient service other than emergency service should obtain a Discount Certificate from the Human Resources Office prior to the rendition of the service. It shall be the responsibility of the Human Resources Office to check the Admission sheet (including in & outpatients) daily to determine services given to employees. From the Admission Sheet, the Human Resources Office will complete discount slips and forward them to the Cashier's office (or the outpatient clerk). It will be the responsibility of the employee involved to notify the Human Resources Office when a member of their immediate family has received Hospital Service.

E. This option (between A, B, & D, above) may be exercised within 30 days of an employee's date of hire or during the annual enrollment period. Employees who for any reason fail to exercise their right of option will automatically receive the benefit of the Hospital Discount Policy. Employees who work less than 30 hours per week shall receive the Hospital discount policy.

Employees will receive \$45.00 per pay period taxable income in exchange for choosing no health care coverage. Employees who receive such payment will not be eligible for the hospital discount program. Changes in healthcare coverage (such as re-enrollments) will be allowed based on changes in family status (such as marriage, death, birth, divorce, etc.) per IRS Section 125 regulations.

F. Employees who are on an authorized leave of absence without pay for more than two consecutive weeks may remain members of the hospital Blue Cross/Blue Shield Group by making payment to the Medical Center for the full cost of whatever contract they have in the Hospital Group. However, the Hospital discount policy will be extended only to those employees who elected it.

G. Dental Plan – Effective July 1, 2002, 100% of treatment costs for Preventive, Diagnostic (except radiographs) and Emergency Palliative (Class I) services and 90% of the balance of Class I benefits, 50% of treatment costs paid on Class II benefits, with a \$1,200 maximum per person per contract year on Class I and II benefits; 50% of treatment costs paid

Covered Vision Expense. Lenses shall be of a quality equal to the first quality lens series manufactured by American Optical, Bausch and Lomb, Orthodon, Tillier or Univis and which meet the then current Z80 standards of the American National Standards Institute.

(b) Contact lenses; provided, however, that \$150.00 is the maximum amount that will be considered a Covered Vision Expense for contact lenses.

(c) Frames adequate to hold lenses which are a Covered Vision Expense; provided, however, that effective 7/1/02, \$50.00 is the maximum amount that will be considered a Covered Vision Expense for a frame.

III. Frequency Limitations:

For each covered individual, there are the following limitations on the frequency with which charges for services and materials will be considered Covered Vision Expenses:

	Children Under Age 18	Adults
Examination	Once during any period of 12 consecutive months	Once during any period of 24 consecutive months
Lenses and Contact Lenses	Once during any period of 12 consecutive months	Once during any period of 24 consecutive months
Frames	Once during any period of 12 consecutive months	Once during any period of 24 consecutive months

The limitations on lenses, contact lenses, and frames apply whether or not they are a replacement of lost, stolen, or broken lenses, contact lenses, or frames.

IV. Exclusions:

(a) Any lenses which do not require a prescription.

(b) Sunglasses, whether or not requiring a prescription (tinted lenses with a tint other than Number 1 or Number 2, and photo chromic lenses which do not have a maximum light transmittance value of at least 85.0, are considered to be sunglasses for the purposes of this exclusion);

(c) Medical or surgical treatment of the eye.

(m) Charges for examinations, lenses or frames to the extent to which benefits are payable under the health care program supported in whole or in part by funds of any federal, state, municipal or other governmental body.

(n) Replacement of lenses or frames which are lost, stolen, or broken, unless at the time of such replacement the covered person is otherwise eligible under the frequency limitations set forth in Section III.

(o) Charges for the completion of any forms.

SECTION 33. LIFE INSURANCE

A. The Medical Center shall provide fully paid, to each regular full-time employee, life insurance and dismemberment coverage in the amount of \$15,000 and double indemnity coverage in this amount in the event of accidental death.

Part-time employees working 30 or more hours per week will receive five-thousand (\$5,000) dollars life insurance coverage with double indemnity in the event of accidental death.

B. The employee can designate a beneficiary on this life insurance coverage by completing the appropriate form in the Human Resources Office and in the event that no beneficiary is designated, the policy will be payable to his or her estate.

C. The Medical Center agrees that such life insurance coverage will be continued for an employee who is on a leave of absence for a period of six months.

D. The Medical Center will make available to the employee the opportunity to secure additional life insurance in an amount up to an additional \$4,500 at the employee's own expense and will make payroll deduction for payment of these premiums upon the employee's authorization.

frequently as established by the regulatory agencies. TB screening test will be provided at no expense to the employee.

4. Employees shall comply with the health related requirements of any regulatory agencies affecting the Medical Center.

B. Immunizations

1. The Medical Center shall provide each employee with the opportunity of obtaining the following immunizations without charge:

- a. Diphtheria-Tetanus Toxoid Booster
- b. Influenza Immunization
- c. Hepatitis B. Vaccine

2. Employees shall receive such immunizations as may be required based on exposure and past record of need.

C. Illness on Duty

Emergency treatment for an employee who becomes ill while on duty shall be provided by the Medical Center without charge to the employee except for those items which are covered by his/her Blue Cross/Blue Shield Insurance. A copy of Form #32400 (Request for Health Service Treatment), signed by their supervisor must accompany the employee when reporting to the Emergency Room.

SECTION 35. ON-THE-JOB INJURY AND COMPENSATION

A. Any employee who becomes injured because of the performance of his duties at the hospital shall report that injury immediately on the hospital incident form, unless the employee's physical condition prevents him from doing so.

1. If the employee suffers lost time because of the injury received at work, Worker's Compensation will be paid in accordance with the provisions of the Compensation Act of the State of Michigan.

2. In addition, such employee will receive supplemental compensation equal to the difference between eighty percent (80%) of the employee's normal take home pay and the above Worker's Compensation. Upon his return to work, at his regular or other assigned

4. It will be the determination of the Director of Human Resources as to the availability of light duty and the employee assigned as administratively indicated.

5. Employees who have been off duty because of injury, and have been certified by the Medical Center physician as being able to return to full duty in the department, will be returned to their previous position within fourteen (14) days of such certification.

6. Employees who have been off duty on Worker's Compensation for ninety (90) days will have to be certified to the Hospital Human Resources Department and will have Worker's Compensation Department Form No. 110 completed.

7. The Human Resources Department will advise each of these employees to make an appointment for an examination as to fitness for duty with the hospital physician. The hospital physician will evaluate the employee and those who need an examination will be examined for possible change in status.

8. When an employee has been off duty for six (6) months on Worker's Compensation, that employee will be examined with a view toward physical and vocational rehabilitation as well as to his present employment capability.

9. Upon completion of the evaluation, either by the hospital physician, by consultants, and/or by the physical and/or mental rehabilitation services as indicated, the Human Resources Department will inform the Civil Service Office of the proposal for action concerning the employee's physical and rehabilitation status. This should include his availability and capability of performing other duties, not necessarily in the assigned department and in line with class specifications, but his capability of performing any duty with the City. If he is found able to perform some duty for the City, then he will be referred to the Civil Service Commission for possible placement in a position within his physical capabilities.

10. If it appears unlikely that the employee will ever be able to return to a gainful occupation in any capacity with the City, the hospital physician will certify this individual for possible consideration for a physical disability retirement. Normal procedures for disability retirement would then be referred to the City Finance Department.

E. Non-disposable aprons and non-disposable plastic gloves shall be furnished to all employees required to work in the dirty end of the dish room in the Nutrition Services Department once a year, or upon demonstrated need. The employee shall be responsible for maintaining his/her gloves and apron in an acceptable manner.

SECTION 37. PART-TIME AND SEASONAL

None of the benefit provisions of this contract shall accrue to part-time or temporary employees, except as specifically noted.

A. Part-time employees working less than thirty (30) hours per week shall receive the following benefits:

Section 15 I (BCEFG) and Section 15 II (ABCEFG) - Normal Work Schedule and Overtime

Section 16 - Emergency Call-In

Section 17 - Holidays (when worked)

Section 19 - Night Bonus

Section 20 - Shift Preference

Section 24 - Emergency Leave (A. without pay) (B. with pay)

Section 25 - Maternity Leave (without pay)

Section 26 - Military Leave

Section 27 - Jury Duty (when scheduled)

Section 30 - Liability and Insurance Coverage

Section 31 - Retirement (80 hours per month)

Section 32 - Hospitalization Insurance (as provided)

Section 34 - Medical Services

Section 35 - Worker's Compensation

Section 36 - Protective Clothing

Section 42 - Compensation Regulations

B. Part-time employees working thirty (30) hours per week shall receive the following benefits:

Section 20 - Shift Preference
Section 22 - Vacation (pro-rata)
Section 23 - Sick Leave/S&A/Personal Days
Section 24 - Emergency Leave (pro-rata)
Section 25 - Maternity Leave
Section 26 - Military Leave
Section 27 - Jury Duty (when scheduled)
Section 28 - Educational Leave
Section 29 - Educational Courses (as provided)
Section 30 - Liability and Insurance Coverage
Section 31 - Retirement (80 hours per month)
Section 32 - Hospitalization Insurance/Dental/Vision
Section 33 - Life Insurance (as provided)
Section 34 - Medical Service
Section 35 - Worker's Compensation
Section 36 - Protective Clothing
Section 42 - Compensation Regulations

D. Involuntary part-time workers shall be scheduled not more than three (3) weekends in a four (4) week schedule except on a voluntary basis. Thirty (30) hours or more workers with four (4) years or more service shall be scheduled in the same manner.

E. Involuntary part-time people shall get priority for placement on full-time status, given qualifications and full-time openings.

F. Any part-time employee who regularly works more than seventy (70) hours in a pay period will be put on full time, providing such employee is the highest seniority part-time employee in that classification and department. If the employee is not the highest seniority part-time employee in that classification, the most senior part-time employee will be offered the full-time position instead. Following elevation to full-time status under this paragraph, an employee may be scheduled per Section 37 D under the contract, for no more than six (6) months.

step advancements for absences without pay for longer than two (2) calendar weeks, except that approved educational leave time shall receive such credit.

SECTION 41. VETERANS RIGHTS

All provisions of state and federal laws relating to returned servicemen are made a part of this agreement.

SECTION 42. COMPENSATION REGULATIONS

A. Salary and Wages shall be paid in accordance with the Compensation Schedule attached hereto, established pursuant to negotiations and subject to the terms of the economic agreement July 1, 2003.

B. No employee shall receive compensation for time not expended in Hospital employment except for certain holidays and for vacation, sick or emergency leaves as provided herein and earned pursuant to this agreement and except as may be provided in the compensation plan. Deductions from the earnings of the employees shall be made on the basis of the hourly rate for time lost.

C. A part-time employee who transfers to full-time will be placed in that step of the pay plan for which his total accumulated hours of work shall entitle him and shall receive full credit for all hours worked in determining future rate increases while a full-time employee.

In the event there is an error of two (2) days or more on an employee's paycheck (employer error), an exact check will be issued. For employer errors involving less than two (2) days pay, a special check will be made, specifying both the gross and net amount. When the Medical Center develops the appropriate computer capabilities, a regular check will be issued in place of the errored check. Any overpayment to employees will be collectable in full by the Medical Center. The employee will be notified in writing of the overpayment and will be instructed to contact the Payroll department with regards to working out a repayment program. However, if the employee fails to cooperate, the Medical Center will have the right to withhold payment from the employee's paycheck not exceeding 10% of the employee's overpayment until repayment is made. Any underpayment/overpayment shall be limited to the

employee, who has been certified as qualified and who may be required to perform in both classifications.

I. EVALUATIONS:

Employees will receive their evaluations no later than thirty (30) days after the evaluation is due. In the event, the evaluation is after thirty (30) days, any employee who is due a pay increase will automatically receive such pay increase.

Intent is sixty (60) days after end of rating period, i.e., thirty (30) days after "due" date.

Upon the request in writing by the employee to the Human Resources Office Supervisor, employees will automatically move to the next pay level increase and/or classification upon completion of the required experience in the classifications of Accounts Payable Clerk Trainee, Electrocardiogram Trainee, Electroencephalograph Trainee, Health Unit Coordinator Trainee, Nursing Assistant Trainee, Nursing Payroll Clerk Trainee, Orthopedic Technician Trainee, Obstetrical Surgical Technician and Surgical Technician.

SECTION 43. REALLOCATION PROCEDURE:

Purpose: To establish a fiscally sound mechanism for the allocation of bargaining unit classifications at salary levels within the negotiated bargaining unit salary schedule that will provide internal and external equity. The wage equity program is the sole avenue for bargaining unit requests for reallocations of positions for pay purposes, after the salary schedule has been negotiated. The Medical Center will fund the wage equity program up to ten thousand (\$10,000) for each fiscal year of the contract, commencing July 1, 1998, and July 1, 1999, and July 1, 2000, respectively. Any balances so remaining in the fund will be carried over to the succeeding year. Such fund shall not be used for any other purposes.

PROCEDURES:

1. Within ninety (90) days of the contract settlement between the parties, or in October of a non-bargaining year, the negotiating team for the bargaining unit and Hurley Medical Center will meet to review wage inequities within the bargaining unit.
2. Meeting schedules will be mutually developed and coordinated by the parties.

request a hearing before a mutually agreed upon Compensation Consultant or Arbitrator who shall abide by the criteria established herein for the reallocation of positions within established time limits specified by the appropriate governing rules or grievance procedures. Expense of such appeals shall be shared equally by both parties. Each party will be responsible for compensating its own witnesses and representatives.

SECTION 44. AUTHORIZED PAYROLL DEDUCTIONS

A. Employees may authorize the following deductions in their paychecks: Blue Cross, withholding tax, retirement fund, savings bond, contributions to United Way Fund, payments of union dues, Credit Union, hospital accounts and other deductions as applicable.

B. Employees should, as soon as possible, report any change of home address or telephone number to the Human Resources Office so that records may be corrected accordingly. Changes in the status of dependents on the withholding exemption certificate should also be reported.

SECTION 45. SUPPLEMENTAL AGREEMENTS

Supplemental agreements to this contract shall be negotiated at the request of either party. Such requests shall be made in writing and shall include the proposal(s) to be negotiated. Within the (10) days, the party receiving the request may submit written counter-proposals. Negotiations shall begin no later than fifteen (15) days after the date of the original request. All supplemental agreements shall be approved or rejected within a period of ten (10) days following the conclusion of negotiation of such agreements.

SECTION 46. COPIES OF CONTRACTS

The hospital shall supply each employee within the unit with a copy of this agreement.

the union shall have the right to request negotiations with the Medical Center regarding the effects of the potential action on bargaining unit employees.

The employer shall not consolidate, merge, sell, transfer, lease or assign the Medical Center to any other organization without securing an agreement by that organization to assume the terms of this collective bargaining agreement; and to negotiate with the union prior to the transfer for future pension and other benefits that simply cannot legally be assumed.

SECTION 50. TERMINATION

This agreement shall be effective as of July 1, 2003, and shall remain in full force and effect until June 30, 2004. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this agreement, at which time such modifications desired shall be submitted.

However, such submitted modifications shall not preclude the negotiating of other items that may arise during negotiations. In the event that such notice is given, negotiations shall begin not later than (60) 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 the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

SECTION 51. MEMOS OF UNDERSTANDING

I. Statement of Policy relative to Substance Abuse and/or Mental Illness

1. The Union and Hospital recognize alcoholism, mental health, and drug abuse as illnesses that can be successfully treated.

and treatment will be based strictly on unsatisfactory job performance which results from an apparent medical or behavioral problem, regardless of its nature.

8. It will be the responsibility of the employee to comply with the referrals for diagnosis and to cooperate with prescribed remedial programs.

CAREER DEVELOPMENT AND TRAINING

A. The Union and the Medical Center recognize the need to provide training career development opportunities for employees which will develop their skills, knowledge and abilities to perform official duties, present and future.

B. The Union proposes that Hurley Medical Center subscribe to the principle of promotion from within when qualified employees are available. Hurley agrees to focus some of its resources toward those employees in lower job classifications in order to make accessible *the means to acquire training and new career opportunities.*

C. The Union and the Medical Center will agree that a major goal of training and career development is improvement of the status of female and minority employees in order to fulfill the Union and Medical Center's commitment to effective affirmative action programs.

(a) Training preferably will be held on Medical Center premises.

(b) Job training will generally be during regular working hours without expenses to the employee. Educational training shall not be on Medical Center time.

(c) Training activities will be designed to enhance job proficiency. *Special programs will be set up to enhance academic standards and skills necessary for advancement.*

(d) Selection of trainees will be based on specific requirements, although special emphasis shall be given to attracting women and minorities into the training program for purpose of giving employees opportunity to advance from lower paid job classification.

(e) The length of particular training program will be established by the training officer and departmental supervisor.

**SETTLEMENT AGREEMENT
JULY 20, 1983**

1. Hospitalization insurance for employees retiring after July 15, 1983 subject to:
- A. Eligibility - 25 years of service and age 50 at time of retirement; or any combination of service and age equaling 75 at time of retirement, as long as the minimum full retirement criteria are met. Medical disability retirement and all other retirements are excluded.

Employees who meet the above requirements and who are re-employed by an employer who provides Blue Cross coverage will not be entitled to the benefit until such time as they are no longer covered.
 - B. Benefit level - equal to the benefit level last held as an active employee. Additional benefits will be at the employee's expense.
 - C. Payment level - For employees retiring on or after July 1, 1991, Hurley Medical Center will provide single coverage up to \$225 per month to age 65. If additional dependent coverage is required, the Medical Center will only provide coverage up to the above \$225 per month to age 65. At 65 and over, Hurley Medical Center will pay the complementary portion to Medicare not to exceed \$110 per month. The retiree will be responsible for the difference between Hurley Medical Center's payment and the premium charge, if any.
2. General wage increase at each step of the pay scale, effective the first full pay following:*
- 7/1/83 - 2%
 - 1/1/84 - 1%
 - 7/1/84 - 2%
 - 1/1/85 - 1%

*Wages to be adjusted for sick and accident premium increases for existing contractual language. See current adjustments below.

Sick and accident program changes and corresponding wage deduction for July 1, 1983:

15-day elimination period for sickness, accident, and hospitalization. No wage change. This modification will be reviewed after one year for appropriate changes.

Language modifications as tentatively agreed to.

LOCAL 1603, AFSCME

HURLEY MEDICAL CENTER

/s/ Joe Abraham _____

/s/ David R. Barton _____

/s/ Don Gardner _____