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Title: **Hurley Medical Center and Licensed Practical Nurses, American Federation of State, County & Municipal Employees (AFSCME), AFL-CIO, Local 825 (2003)**

K#: **810165**

Location: **MI Flint**

Employer Name: **Hurley Medical Center**

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

Local: **825**

SIC: **8062**

NAICS: **622**

Sector: **L**

Number of Workers: **1000**

Effective Date: **07/01/03**

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810165
1000 workers
x = 6/04

AGREEMENT

BETWEEN

HURLEY MEDICAL CENTER

AND

LOCAL 825

LICENSED PRACTICAL NURSES

JULY 1, 2003

through

JUNE 30, 2004

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AGREEMENT

BETWEEN

HURLEY MEDICAL CENTER, A DEPARTMENT OF

THE CITY OF FLINT, MICHIGAN

and

LICENSED PRACTICAL NURSES, LOCAL 825,
AFFILIATED WITH COUNCIL 25,
AND CHARTERED BY AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO

(JULY 1, 2003 TO JUNE 30, 2004)

This agreement is entered into by Hurley Medical Center, hereinafter referred to as the Employer, and Local 825, affiliated with Council 25, and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

The parties agree as follows:

AGREEMENT PREAMBLE

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, 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.

ARTICLE 1. RECOGNITION

1. Pursuant to and in accordance with all applicable provisions of Act 336, of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the exclusive representative for all employees working in the classification series of LPN and in any classification where licensure as an LPN is required for purposes of collective bargaining - with respect to rates of pay, wages, hours of employment, and other conditions of employment.
2. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement, except discharged and disciplined employees for reasons other than Union activity.
3. *This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or assignment of either party hereto. The Medical Center will inform any party to such a consolidation, merger, sale transfer, lease or assignment of the Medical Center of this successorship clause.*

In the case of a consolidation, merger, sale, transfer, lease or assignment of the Medical Center, the bargaining unit will be given 30 days advance notice of such action prior to the final execution. After notice is provided to the union regarding such situations as noted above, 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.

ARTICLE 2. PLEDGE AGAINST DISCRIMINATION AND COERCION

1. The provisions 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, national origin, height, weight, disabilities, or political affiliation. The union shall share equally with the employer the responsibility for applying the provisions of this agreement.
2. Residency - No employee shall be required to maintain or establish residency as a condition of employment nor shall any discrimination be exercised due to location of residency.
3. All references to employees in this agreement designates both sexes, and wherever either gender is used, it shall be construed to include male and female employees.
4. 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 activity in an official capacity on behalf of the Union.

ARTICLE 3. MANAGEMENT RIGHTS SECTION

1. The Employer retains the sole right to manage its business; to maintain order and efficiency in all of its operations; to hire, lay-off, assign and direct, transfer and promote

employees and to determine starting and quitting times; and all other rights and prerogatives including those normally exercised in the past, providing such shall be done for justifiable and legitimate reasons.

2. The Employer retains the sole right to discipline and discharge employees for cause, provided that in the exercise of this right, it will not act in violation of this agreement. Complaints that the Employer has violated this paragraph may be taken up through the grievance procedure.
3. The right of the Employer to make such reasonable rules and regulations, not in conflict with this agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operations, and after fourteen (14) days advance notice to the Union and the employees, to require compliance therewith by employees, is recognized.
4. Subcontracting - The Employer is genuinely interested in maintaining maximum employment for all seniority employees covered by this agreement consistent with the needs of the Employer. Therefore, in making these determinations, the Employer intends always to keep the interest of the Medical Center's employees in mind.

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members nor shall any seniority employee be laid off or demoted or caused to suffer a reduction in overtime work as a direct and immediate result of work being performed by an outside contractor.

In cases of contracting or subcontracting affecting employees covered by this agreement, *the Employer will hold advance discussion with the Union prior to letting the contract.* The Union representatives will be advised of the nature, scope and approximate days of *work to be performed and the reasons (equipment, manpower, etc.) why the Employer is contemplating contracting out the work.*

5. *The above rights and responsibilities must be exercised consistent with all terms of this contract and all working conditions, practices, and policies existing at the time of execution of this contract or during the term of this contract. This shall not constitute a*

waiver by the Union of its rights to grieve on any of the above actions if in a particular case such is improperly undertaken or adversely affects the rights of any employees.

6. The Union may request a special joint conference meeting during the fourteen (14) day period mentioned above. If agreement is not reached during the special conference, the Union may submit a third step grievance before the end of that special conference in order to expedite arbitration as to the reasonableness of the Employer's rule(s) or regulation(s).

ARTICLE 4. UNION SECURITY (AGENCY SHOP)

1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
3. Employees hired, rehired, reinstated or transferred into classifications represented by the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30) day following the beginning of their employment in the Union.
4. Employees shall be deemed to have met the conditions of this Article if they are not more than thirty (30) days in arrears in payment of membership dues or representation fees.
5. The Employer will not aid, promote or finance any labor groups or organizations which purport to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 5. UNION DUES AND INITIATION FEES / PEOPLE CHECKOFF

1. Payment by check-off. Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Payroll Deduction Form.
2. When deductions begin. 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.
3. (1) Remittance of dues to financial officer. 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.
(2) As regards the Union security clauses and dues check-off, the Union hereby agrees to indemnify and save the Employer harmless from any and all liability that may arise in consequence of application of such 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.
(3) To remain in good standing, members must pay union dues while on leave from the workplace for any reason. If dues are not paid through payroll deduction, members are responsible for hand payment of union dues to the Union Financial Officer.
4. Termination of check-off. Any 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.
5. Disputes concerning membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved, may be decided at the final step of the grievance procedure.

6. P.E.O.P.L.E. CHECKOFF:

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 6. SENIORITY

1. The Employer will supply the Union with a roster of all employees within the bargaining unit showing name, address, work status and date of hire as 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.
2. Seniority is hereby defined as length of continuous employment in the bargaining unit as a Licensed Practical Nurse. Provided, however, that authorized leaves of absence shall not be considered a break in continuous service; however, seniority credit shall not accrue during leaves of absence without pay except for leaves granted for military service, educational programs, full time Union representation, sick and accident leave, and leaves granted for Union business.
3. New positions or vacancies within the bargaining unit shall be filled in accordance with seniority within the bargaining unit.
4. Licensed Practical Nurses who make written application to the Nursing or Personnel Department stating their desires shall be given preference for openings within the bargaining unit on the basis of longest seniority. Employees who have made written application as provided for above shall be given preference for the openings within the bargaining unit over new hires.
5. Any secondary job openings resulting from filling jobs pursuant to this provision shall be filled through transfer with regard to seniority among eligible employees as above.

Following the exhaustion of the seniority list, established by written request of the Licensed Practical Nurses, vacancies may be filled by new hires or lowest seniority Licensed Practical Nurses.

6. Notice of permanent vacancies shall be posted for a period of not less than ten (10) calendar days before such vacancies are permanently filled; however, the Nursing Department may fill such vacancies on a temporary basis for no longer than two scheduled periods.
7. Seniority for lay off purposes shall be computed on the basis of the total number of hours within the bargaining unit. The shortest seniority employee within the Bargaining Unit shall be laid off first and the longest seniority employee within the Bargaining Unit on layoff shall be recalled first.
8. In the event of a reduction in force, temporary provisional, and probationary employees shall be laid off before any regular employee who has completed the probationary period. When need arises for a reduction in force within the unit, employees shall be laid off according to seniority as provided in paragraph 7 above in the bargaining unit, regardless of their full or part time status. Employee will not be reduced from full time to part time involuntarily.

Low Census - A voluntary time-off list shall be established, maintained and utilized in the event of low census days.

If there is no list of volunteers, the employees in the affected area(s) will be offered the opportunity to take the day off, or remaining portion of the day off, on a voluntary basis. *If there is more than one (1) volunteer, the employee(s) with the highest seniority, rotating to the lowest, will be given preference.*

Employees scheduled to work who are subsequently sent home, or are notified less than two (2) hours in advance of the start of the shift not to report, shall be paid at least four (4) hours of pay. However, employees shall be canceled due to low census, by complex, from lowest to highest seniority by shift. Should an employee be notified at least two (2)

hours in advance of the shift not to report for duty, he/she shall not be entitled to any pay for that day except as provided below.

Benefits shall accrue as if the time was worked. The employee will be allowed the option of taking such time off by using accrued vacation or personal leave time.

If low census continues beyond two (2) weeks, representatives of the Medical Center and Local 825, AFSCME, will meet to discuss alternatives.

9. Notwithstanding their position on the seniority list, the President, Secretary, Treasurer, 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 a classification which they can perform and shall be recalled to work in the event of a layoff at the first open job in a classification they can perform.
10. The union will be given at least four weeks advance notice of a pending layoff and the individual LPN shall be given no less than two weeks notice of layoffs. In the event situations arise beyond Management's control, such as a strike or natural disasters, the waiver of the notice requirement would be granted.
11. Non-probationary employees shall have recall rights for a period of two years.

ARTICLE 7. VISITS BY UNION REPRESENTATIVES

The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees Union, whether district council representatives or international representatives, shall have reasonable access to the premises of the Employer to conduct business relating to administration of this agreement, provided such representatives do not interrupt the care that patients receive. Such representatives shall give advance notice of their desired meeting to the Director of Labor Relations.

ARTICLE 8. UNION BUSINESS

1. Employees who are elected or appointed as full time paid Union representatives serving the Union shall be granted a leave of absence for such purpose, which shall be approved on an annual basis with application for continuance of said leave to be made by written notice to the Employer thirty (30) days prior to the end of the leave period and with

written notice of the termination of said leave to be made to the Employer thirty (30) days in advance of the date of termination.

2. Any officers of the Union or any delegates certified by the President of the Union to any activities necessitating a leave of absence shall be granted such leave without pay for a minimum of two (2) hours excluding holidays. Written notice for such leaves, giving the length of the leave, shall be given to the Director of Labor Relations as far in advance as possible, but in no event later than the day prior to the day such leave is to become effective, except when an emergency or unforeseen circumstance arises.
3. *Two delegates selected by the Union and employed by the Medical Center shall be granted leave without loss of pay to attend official A.F.S.C.M.E. meetings, other than conventions, provided that such meetings will be limited to three (3) 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 Administrator of Labor Relations by the President of the Local Union at least ten (10) days prior to the date of such meeting.*

ARTICLE 9. UNION BULLETIN BOARDS

The Employer agrees to furnish and maintain suitable bulletin boards in mutually agreeable places to be used by the Union.

All such notices shall be delivered by the Union to the Labor Relations Office of the Medical Center. 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. Provided, however, the Union will not post anything that is detrimental or derogatory to the Employer and such material will be signed by the Bargaining Chairman or the Chapter Chairman.

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

1. It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation and will be a principal factor in determining the number of committeemen that are functioning under the agreement.
2. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Grievance Committee members shall be allowed to:
 - (1) Distribute Union Literature, provided that such literature is expressly authorized by the Chairman of the Chapter or the Chairman of the Grievance Committee.
 - (2) Transmit communications authorized by the Chairman of the Chapter or the Chairman of the Grievance Committee to the Employer or his representative.
 - (3) Consult with the employer or his representative concerning the enforcement of any provisions of this Agreement.
 - (4) Consult with the Chairman of the Grievance Committee on specific grievance cases.
3. *Negotiation Meetings between the Union and Management* may be attended by a maximum of three (3) authorized Union members, without loss of pay.

ARTICLE 11. CONFERENCES

Regular meetings for the discussion of important matters will be held on the third Wednesday of each month between the hours of 9:00 a.m. and 4:00 p.m. In the event extenuating circumstances result in cancellation of said meeting, a new meeting date will be mutually agreed upon. Such meetings will be attended by at least two (2) but not more than four (4) representatives of the Union employed by the Medical Center. At least twenty-four (24) hours notice of the agenda will be given to each party and the discussions in these meetings will be limited to those items included in the agenda, except by mutual agreement. Union representatives will not lose time or pay for the time spent in such meetings. These meetings may be attended by a representative of the Council and/or a representative of the

International Union. Special conferences for important matters that may arise between such regular meetings may be arranged between the Bargaining Chairman, or his designated representative, and the Director of the Medical Center, or his designated representative. The same rules shall apply in special conferences as outlined above for regular meetings. The Employer agrees that the above Union representatives shall be allowed to meet one-half (1/2) hour preceding the start of the regular or special conference.

ARTICLE 12. ORIENTATION - HOSPITAL PROCEDURES AND TECHNIQUES

1. Employees covered by this agreement shall participate in a Medical Center orientation and instruction program designed to acquaint them with distinctive hospital procedures and techniques.
2. The Medical Center agrees to provide meaningful and unbiased didactic and clinical instruction pertinent to the employee's permanently assigned area for employees covered by this agreement. New equipment utilized by the Medical Center shall not be put into operation until employees concerned have been trained in its use.
3. Employees unfamiliar with equipment utilized by the Medical Center shall be given sufficient training in its use before being required to operate such equipment.
4. Employees covered by this agreement shall be notified in writing prior to the institution of any new hospital policies and/or procedure.
5. The orientation period may be extended for any employee at his/her request.

ARTICLE 13. GRIEVANCE COMMITTEE

1. In order to maintain responsible and stable functioning of relationships between employees, the Union, and the Medical Center Administration, it is agreed that the employees will be represented exclusively by a Grievance Committee composed of eight (8) committeemen and one (1) chairman, each of whom shall be an employee of the Medical Center with seniority. The Grievance Committee Chairman shall not function as a committeeman, except as specifically provided.

2. A list of names of the Grievance Committee members and its chairman, as well as any change in such list, shall be given in writing to the Labor Relations Administrator at least two (2) days prior to the effective date of assuming duties of office.
3. Committeemen shall have the right, without loss of pay, to investigate employee complaints and to initiate written grievances pertaining thereto, provided, however, that such committeemen comply with the terms and conditions hereinafter set forth.
 - (1) Committeemen shall work at their regular work assignments for the first hour of their respective shift, except in the case of a suspension or discharge arising in the committeeman's designated zone. However, the first hour limitation will be waived when it is necessary for a second shift committeeman to process a grievance with a Nurse Manager. In such cases, proper release must be obtained from the Labor Relations Office or the Nursing Office on days when the Labor Relations Office is not open, preferably in advance.
 - (2) Committeemen shall handle grievances only for their respective shifts and only on days they are scheduled to work. However, when a committeeman is unable to process a grievance from his zone in the second step of the procedure, the grievance may be processed at this step by the chairman of the Grievance Committee or a committeeman assigned by the chairman. The name of the committeeman will be submitted in advance to the Labor Relations Department.
 - (3) A committeeman functioning in the first step of the procedure shall leave his job or work area only upon receipt of notification from the Labor Relations Department, or his immediate supervisor during the hours that Labor Relations is not open, at which time a case number will be assigned. If the grievance is reduced to writing, the case number shall be entered on the grievance form. Upon returning to his job or work area, the committeeman shall notify the Labor Relations Department or the Nursing Office during the hours that Labor Relations is not open.
 - (4) A committeeman functioning at the second step of the procedure shall obtain proper release from the Labor Relations Office, or the Nursing Office during the

hours that Labor Relations is not open, identifying the grievance by case number and indicating whether the purpose of the release is to investigate or present the *grievance or to meet with the department head involved to discuss the grievance*. Upon returning to his job or work area, the committeeman shall notify the Labor Relations Department, or the Nursing Office during the hours that Labor Relations is not open. The Employer agrees that the committeeman will be released promptly.

4. The Chairman of the Grievance Committee shall function as a representative of the Union in handling grievances at the third step of the grievance procedure or beyond. He shall be allowed as much time during his regular working hours as is necessary to further investigate such grievances and to meet with the Medical Center Administration to discuss such grievances.
5. Nothing in the foregoing paragraphs shall be interpreted to mean that a committeeman or the *Chairman of the Grievance Committee may spend any time away from his job during his regular scheduled working hours for any purpose other than the investigation or adjustment of grievances within his authorized sphere of activity*.
6. The Chairman of the Grievance Committee, by virtue of his office and the necessity of his functioning properly to both the Local Union and the Medical Center Administration, shall be scheduled on a five (5) day Monday through Friday basis, in an effort to better serve all concerned.

ARTICLE 14. GRIEVANCE PROCEDURE

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

Step 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 his/her supervisor to call a committee person. The immediate supervisor will

arrange for the appropriate committee person to come to the work area in a time period not to exceed one (1) hour, except in extreme emergencies, and shall allow the employee and the committee person to discuss the grievance privately. If further action is necessary, the committee person shall discuss the grievance with the immediate supervisor.

- (b) If the grievance is not thereby disposed of, it shall be submitted in writing within a three (3) working day period by the committee person to the immediate supervisor. The immediate supervisor shall place his/her written position on the grievance form within three (3) working days and return it to the committee person.

Step 2.

If the immediate supervisor's answer is unsatisfactory, the committee person may submit the grievance in writing to the Associate Medical Center's Director for Nursing Service within three (3) working days following the date the answer was given in the first step. A meeting of the committee person and/or designated representative and the Associate Medical Center Director for Nursing Service, and/or designated representative will be held within seven (7) calendar days from the date the grievance is received by the *Associate Medical Center Director for Nursing Service*. The *Associate Medical Center Director for Nursing Service* shall place her/his disposition on the grievance form and return it to the committee person within three (3) calendar days excluding Saturdays, Sundays, and Holidays.

Step 3.

If the grievance still is unsettled, the Union may, within seven (7) days, submit the grievance to the Director of the Medical Center or his designate. A meeting between representatives of the Union and the Director of the Medical Center or his designate, will be held to discuss the grievance within seven (7) calendar days from the date the grievance is received by the Director of the Medical Center. The Director of the Medical Center or his designate, shall place his disposition of the grievance in writing on the

grievance form and shall return it to the Chairman of the Grievance Committee within seven (7) days.

Step 4.

- (a) If the grievance still is not settled, the Union may, within thirty (30) days after the written reply of the Medical Center Director or his designate, request arbitration. Any unresolved grievances must be appealed to an arbitrator. However, the *bargaining unit retains the right to appeal suspensions and terminations to an arbitrator or the Flint Civil Service Commission.* The parties agree that they will meet and attempt to resolve any grievance that has been processed to Arbitration or Civil Service pursuant to a request from either party. Such a request must be made in writing within ten (10) days of the notice of intent to arbitrate or appeal before the Flint Civil Service Commission. This meeting will be attended by the Administrator of Labor Relations and/or his designee, the appropriate Administrator and/or departmental director and by the Local's representative. The grievant may attend such meeting without loss of pay. Additionally, the meeting will be held within twenty-one (21) calendar days of the request to meet.
- (b) Should the grievance remain unresolved, the arbitrator will be selected by one representative of the Medical Center Management and one representative of the Union. If the parties are unable to agree on the selection of the arbitrator, the U.S. Conciliation Service will make the selection.
- (c) 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.*
- (d) No finding 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.
- (e) The expense of the arbitrator will be shared equally by both parties. Each party will be responsible for compensating its own witnesses and representatives.

- (f) The Arbitrator's decision shall be binding on both parties and the Union will discourage and will not cooperate with or give aid to any member of the bargaining unit in any appeal from such decision to any court or appeal board.
 - (g) 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.
2. The 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 is presumed to have been settled in accordance with the last answer given and 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.
3. Time Limits.
- (1) Any grievance which is formally presented at any step of the grievance procedure and is not advanced to the next higher step by the Union within the specified time limits is presumed settled on the basis of the last answer given. No grievance so settled can be reactivated at any future time or made the subject of any further appeal. However, in cases where the terms of a mutually agreed upon settlement are not carried out within a reasonable period of time, then a policy grievance may be instituted at the third step protesting the failure to comply.
 - (2) However, if a grievance is answered within the specified period and the Union representative who submitted it at that level fails to pick it up, the Chairman of the Grievance Committee will be notified to pick it up. The Union will have one-half (2) the specified time for pursuing the grievance under the grievance procedure to take it to the next step. The applicable time limit will begin at the time the Chairman is notified.

- (3) If either party fails to act appropriately during the specified time limits at the third step, the grievance will be presumed as answered in accordance with the other party's last position.
 - (4) If Management fails to respond within specified time limits at any other step, the committeeman may reclaim the grievance and process it to the next step. Management agrees that time limits will not be used to circumvent any step in the grievance procedure.
 - (5) No matter claimed to involve a breach of this agreement which is presented after a period of nine (9) calendar days following the occurrence of said breach shall be considered a proper subject for a grievance; provided, however, that if the circumstances of the case made it impossible for the employee, or the Union as the case may be, to know that grounds for a grievance existed until later, then the grievance must be submitted within thirty (30) days following the occurrence of the breach. In no case shall claims involving wages be valid for more than thirty (30) days retroactively from the date the grievance is first filed in writing. Nothing in this Section 3 shall be construed to supersede or interfere with the Rules and Regulations of the Civil Service Commission.
4. Third Step Grievances.
If the subject matter of a grievance shall involve the employees of more than one (1) department, or if it is mutually agreed that such subject is of an emergency nature or involves a matter of broad Medical Center Policy, the grievance shall be initiated at the third step and processed accordingly.
 5. An employee who is suspended or discharged shall be informed by the Supervisor at the time he receives such suspension or discharge of his right to request Union representation.

ARTICLE 15. NORMAL WORK WEEK AND OVERTIME

1. A normal work-week is defined as being forty (40) hours in a calendar week, or as otherwise established and mutually agreed upon in writing by the parties. Provided,

however, that normal work weeks in continuous operations shall not exceed a total of eighty (80) hours in any pay period.

2. Employees who work in excess of eight (8) hours in any one twenty-four (24) hour period or any time in excess of eighty (80) hours during a pay period of their normal work week as determined in accordance with Section "1" hereof, shall be paid overtime premium pay at the rate of one and one-half (12) times their basic rate of compensation for such excess.
3. All work over the normal work week must be approved in writing by the department head before being allowed.
4. If any employee 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. The Medical Center will not normally schedule an employee for more than fourteen (14) consecutive days.
5. When employees volunteer to work overtime and a "stretch" is created, consecutive day overtime isn't paid, when the overtime creating the stretch has been worked on a unit other than their home unit.
6. Present part-time employees who work 50% or less of a given schedule may be required to work one (1) weekend (Saturday and Sunday) per schedule, but may work more by mutual agreement.

Effective July 1, 1984, LPN's voluntarily reducing to part-time work and/or LPN's newly hired to work part-time (working 50% or less of a given schedule) may be scheduled two (2) weekends (Saturday and Sunday) per schedule.

New hires, after 7/1/86, working less than thirty (30) hours, may be required to work three (3) weekends of a four (4) week schedule.

7. All full-time Licensed Practical Nurses who are called in to work on their designated scheduled days off, shall be paid at one and one half (12) times their regular rate of pay. Part-time employees who are called in to work on their designated scheduled days off shall be paid at one and one-half (12) times their regular rate of pay. Part-time employees shall have two (2) days of each week in a four (4) week schedule as designated days off.

8. *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 Saturday and/or Sunday work shall be at premium compensation.*

The weekend schedule (i.e., Friday and Saturday or Saturday and Sunday) for third shift employees shall be at the option of the employee. However, once an option has been selected, the employee shall remain on that schedule for a minimum of six months unless otherwise agreed upon by the employee and management.

Request for Days Off

In accordance with Management's rights to schedule/direct its work force, the Medical Center will endeavor to accommodate an MLPN's request for a specific "scheduled day-off" on the next schedule prior to the posting of said schedule.

9. In cases of emergency, the Medical Center may exercise its rights to require employees to work overtime, subject to any other sections of this agreement regarding overtime.
10. Hours of work:
 - (1) All work performed shall be considered as accomplished on the date on which the majority of hours are worked.
 - (2) All Licensed Practical Nurses shall record their work hours on Medical Center time clocks. Employees shall punch only their own time card.
 - (3) Employee shall report any errors they make in punching their time card to their supervisor.
 - (4) New employees who are instructed to report for work at a given time and are subsequently sent to the Human Resources Office for processing, shall be considered on duty from the time they report to the Human Resources Office.

- (5) New employees who are processed prior to the date of actually reporting for work shall not be considered on duty during the processing period.
 - (6) All full-time Licensed Practical Nurses who are called in to work on their designated scheduled days off, shall be paid at one and one-half (1 2) times the regular rate.
Part-time employees who are called in to work on their designated scheduled days off shall be paid at one and one half (1 2) times their regular rate of pay. Part-time employees shall have two (2) days of each week in a four (4) week schedule as designated days off.
 - (7) Licensed Practical Nurses 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) hours and if they report within one (1) hour of the time they are called. If employees work four (4) hours or less under these provisions, they shall be paid for four (4) hours. Any overtime pay due the employees under this provision shall be paid only for the hours, or fractions thereof, actually worked.
11. All employees shall be granted a lunch period during each work shift, but not at Medical Center expense. Whenever practical, the lunch period shall be scheduled at the middle of each shift.
 12. 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.
 13. Any employee who is scheduled to report for work and who presents himself for work, or is notified less than two (2) hours in advance of the start of the shift not to report as scheduled, shall be assigned at least four (4) hours of work or paid at least four (4) hours of pay.
 14. Voluntary and Mandatory Overtime:
 - a. Overtime hours shall be divided as equally as possible among employees within the service. The Nurse Manager or Department Head shall maintain a list of overtime hours

and a list of mandatory overtime hours worked by each employee. Volunteers will be on the voluntary overtime list. Voluntary bargaining unit overtime on each shift, unit, classification, shall be permitted at all times prior to mandatory overtime being implemented. All reasonable efforts shall be made to utilize voluntary overtime prior to any employee being mandated to work overtime. When mandatory overtime is implemented in a service unit due to lack of sufficient voluntary overtime, the person with the least amount of mandatory overtime hours within the service shall be called upon first, if at all practicable.

b. Mandatory overtime shall normally be utilized to cover staffing needs identified less than 24 hours before the start of the affected shift, e.g., increases in patient acuity and/or census, to cover a late call off on the affected unit, a no call/no show on the affected unit, or to cover personal days.

c. Additionally, the notice to work overtime should be given to the individual employee no later than one (1) hour before the start of the required mandatory overtime hours to be worked, e.g., 6:30 a.m., 2:30 p.m., 10:30 p.m. In situations where the one hour notice is not given, the employee will not be required to perform the overtime work, nor be disciplined for not working, or will be compensated at double time if the work is performed. The exceptions to this paragraph are situations involving staffing emergencies called by Nursing Administration, a late call-off or a no call/no show on the affected unit. Unless there is a declared emergency by Administration or Nursing, employees who are working voluntary overtime will not be required to work additional mandatory hours.

d. A grievance resulting only from this provision shall be submitted directly to the Labor Relations Department. Submission of said claim must be within ten (10) working days of the mandatory overtime for the claim/grievance to be valid. If the dispute is not resolved within seven (7) working days of its submission, it may be appealed to the hospital administrator. If the dispute is not resolved within five (5) working days of its submission

to the Administrator, it may be submitted to arbitration in accordance with Article IX, step four.

e. For the purpose of computing overtime for full time employees - approved absences, i.e., holidays, sick leave, personal days, special holidays, vacations, and paid emergency leaves, shall be counted as hours worked.

f. If an employee is required to work mandatory overtime and within seven (7) days before or after such mandatory overtime the employee has worked at least seven and one-half (7 ½) hours of voluntary overtime, the mandatory overtime will be paid at double time. Any mandatory overtime worked on the Christmas or New Years holiday(s) will be paid at double time and one-half.

g. In the inpatient units, Emergency Department, and all dialysis areas, mandatory overtime will be limited to twelve (12) hours within any pay period. Mandatory overtime in excess of eight (8) hours and up to the twelve (12) hour per member limit will be paid at double time.

h. In clinic areas, mandatory overtime will be limited to eight (8) hours within any pay period. Mandatory overtime in excess of five (5) hours and up to the eight (8) hour limit will be paid at double time.

i. The person to be mandated will be the individual with the least amount of worked mandatory overtime hours in the fiscal year. If there is a tie in mandatory hours worked, the least senior employee will be mandated.

j. If the person mandated through this procedure 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 unit. Should everyone utilize an exclusion, ultimately the person with the least number of mandatory overtime 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 (2) calendar days in a row.)

- k. 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.

15. All employees when working an alternate schedule, e.g., ten (10) hour or twelve (12) hour shift/schedule, shall receive overtime for any hours worked over forty (40) hours in a week and ten (10) hours/twelve (12) hours in a 24-hour period. Overtime for working an alternative shift/schedule shall be paid as herein provided instead of overtime based on over eight (8) hours in a 24 hour period and 80 hours in a pay period. The parties understand that the establishment of alternate shifts/schedules shall be by mutual agreement between the Union and the Medical Center.

ARTICLE 16. EMERGENCY CALL-IN

1. When an employee is brought back to work on emergency call-in, he shall be paid for two (2) hours at the overtime rate of pay.
2. If the emergency work exceeds two (2) hours but less than four (4), the employee shall be paid for four (4) hours at the overtime rate of pay.
3. If the employee works in excess of four (4) hours, he shall be paid for the hours worked at the overtime rate of pay.
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 standby not to exceed eight (8) hours for each day of standby 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 standby.

ARTICLE 17. HOLIDAYS

1. The following are the holidays for all full-time employees;

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

and employees who do not work at all on any of said holiday shall receive their normal pay for the particular day in question.

2. All hours worked on those holidays specified above shall be considered as overtime hours and shall be paid for at premium overtime rates for all employees, including part-time employees. The overtime pay referred to above for full-time employees working on holidays is over and above the pay they would receive in event they did not work on said holidays. However, a full-time employee, upon request and by mutual agreement, may be granted a compensatory day off in lieu of the above holiday pay.
3. Both overtime and time and one-half (1 1/2) for holiday rates shall not be paid for the same hours worked. Premium payments are not to be duplicated.
4. Employees who are on unauthorized leave the last regular scheduled day preceding or the first regular scheduled day following a holiday shall forfeit all pay for that holiday. An employee scheduled to work on a holiday and who fails to report for work, and whose absence is not authorized, shall forfeit all pay for that holiday.
5. Full-time and part-time employees shall be scheduled to work either Christmas or New Years. Full-time employees shall be scheduled to work either Memorial Day or the 4th of July and shall be scheduled to work either Labor Day or Thanksgiving. Part-time employees shall be scheduled to work on one of the following Holidays: Memorial Day, July 4, Labor Day or Thanksgiving. Conflicts will be settled on a rotating basis.
6. Those employees who separate from the service prior to the accumulation of 1,040 hours of service credit, and who have received holiday pay or compensatory time off in lieu thereof, shall have deducted from their separation pay an amount equal to that previously received as holiday pay or compensatory time off in lieu thereof.

7. If a regular holiday falls on an employee's regularly scheduled day off, then that day shall be the employee's regular holiday and *another day off without pay shall be assigned, if mutually agreed between the employee and his supervisor.* An employee who works on a holiday, which would normally have been his day off, will receive pay as provided in 1 and 2 above.

ARTICLE 18. SPECIAL HOLIDAYS

1. All full-time employees, excepting those covered by subdivision "2," 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 (8) hours, at their normal rate of pay for the following special holidays:

- * The day before Christmas Day
- * The day before New Years day
- * The day after Thanksgiving
- * Martin Luther King Day (deleted 7/1/02)

2. 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 (8) hours and as mutually agreed between the employee and his supervisor.
3. In the event said special holidays occur on days not scheduled for work for employees not covered in Section 1 and 2, said employees shall be entitled to a compensatory day off as approved by the department head.
4. Employees who are on unauthorized leave the regular scheduled day preceding or the regular scheduled day following a special holiday shall forfeit all pay for that special holiday.

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.

5. 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.

ARTICLE 19. PERSONAL DAYS

1. Full-time employees shall be entitled to five (5) personal days per fiscal year. Part-time thirty (30) hour employees are entitled to two (2) personal days per fiscal year. Employees are permitted to have a two-year accumulation of personal days up to a maximum of ten. Employees will be encouraged to utilize their personal days prior to June 15. Personal leave days may be used if permission is requested forty-eight (48) hours in advance. Such permission will be granted provided these personal days are not covered in any other leave of absence policy. Employees may use one (1) personal leave day between December 23 and January 2, of each year. Such approved day shall not impair employee's eligibility for holiday pay, regarding scheduled day before/scheduled day after. However, in no case will a personal day be approved/granted on special or regular holidays observed in this agreement. Personal leave days under this section shall only be used Monday-Friday. Restricted provisions of this paragraph will only be waived in cases of emergency or unusual/extenuating circumstances.

ARTICLE 20. NIGHT BONUS AND WEEKEND DIFFERENTIAL

1. Employees on any regular shift who work a majority of hours between 4:00 p.m. of one day and 6:00 a.m. of the following day, shall be entitled to additional remuneration over that set forth in the Compensation Plan at the rate of 6.5 percent per hour for time worked during such shifts. If an employee entitled to night bonus under this section works overtime, the overtime rate shall be calculated using both the base rate and the night bonus. Third shift employees shall receive a night bonus of 8.0 percent.

2. Employees who work Saturday and/or Sunday will receive additional remuneration over that set forth in compensation plan at the rate of eight percent (8%) per hour for time worked on such days.

ARTICLE 21. SHIFT PREFERENCE

1. Shift Preference - Employees must submit, in writing, their shift preference to nursing office by December 1 of each year, and should they be eligible, on a seniority basis, such change will take effect the first full pay period in the year or as soon as possible thereafter. Such shift assignment will be on a bargaining unit seniority basis within the various complexes listed below:

- I. (Interchangeable)
- | | |
|----|------------------------|
| 5E | Neuroscience |
| 1E | <i>Birthing Center</i> |
| 2E | Peds |
| 2N | Mother Baby/GYN |
| 2N | Antepartum/GYN |
| 5C | Renal |
| 5E | Surgical/Ortho/Trauma |
| 7C | Medical |
| 7E | Family Practice |
| 7E | Medicine |
| 9E | Oncology/Surgery |
- II. (Interchangeable)
- | | |
|----|------------------------|
| 2W | Psychiatry Involuntary |
| 3D | Adolescent |
| 9W | Voluntary |
- III. (Non-Interchangeable - Separate Units)
- Neurovigil
 - Emergency Department
 - Post Anesthesia Recovery Room
 - Operating Room
 - Intensive Care Unit
 - Neonatal Intensive Care Unit
 - Regional Dialysis Center/5A/Park Plaza
 - Burn Unit
 - Labor & Delivery
 - Peds/Intensive Care Unit

Cardiac Care Unit (CCU & TU to be combined
only after TU is designated cardiac step-down)

Transitional Unit

Ambulatory Surgery

6E Rehabilitation

2. Shift preference may be exercised in the event of vacancy without regard to time limits in "1" above.
3. A request for any shift change must be submitted, in writing, to the Nursing Office. Such changes may be made by mutual agreement between the employees and their head nurses, if they work within the same nursing complexes.
4. Shift preference will be determined by seniority by and between full-time employees only, and by and between part-time employees working the same number of hours only, within the bargaining unit. Further provided, the employee is in the same classification and when efficiency is not impaired.

ARTICLE 22. REQUEST FOR LEAVE

1. Any employee, whether on regular or part-time status, may request a leave of absence. All requests must be in writing on the form provided by the Employer for that purpose.
2. Department Heads must make some recommendation concerning the request for leave of absence of employees in their department in the space provided on the form "Request for Leave of Absence."
3. Request for Leave of Absence should be filed in writing prior to the beginning of the period of leave, but if this is impossible because of emergency conditions which arise, notification to the department by telephone may be made and the request for leave filed immediately upon the employee's return to duty.
4. 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.

5. 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 a request for a personal leave of absence, priority shall be given in the order that the request is received, except that request of an emergency nature for strong personal reasons beyond the employees control shall be given top priority.
6. If an employee has been granted such a leave of absence, takes employment elsewhere during time of such leave, he/she shall be considered to have terminated their employment with the Medical Center.
7. When a personal leave of absence under this provision is granted for a period of not more than six (6) months, the individual shall be entitled at the termination of such leave, to be reemployed in the same position he/she held at the time the leave was granted.
8. When a personal leave is granted for a period of more than six (6) months, the employee's position will not automatically be held open for him/her. If his/her position is not held open, he/she shall be advised at the time a determination is made. If the employee is unable to return within six (6) months, she/he will be reemployed when a position is available at the level and type of position previously held, or in such other position and level in which there may be an opening; if he/she has notified the Medical Center in writing of his/her desire to return.
9. A personal leave may be extended to a maximum of two (2) years if requested in writing. The employee's reinstatement rights shall be limited for the first six (6) months, as outlined in paragraph seven (7) above, and for the next eighteen (18) months as outlined in paragraph eight (8) above. If the employee is not able to return to work at the expiration of the two (2) years time period, he/she shall have no reinstatement rights.
10. No leave of absence without pay which extends for five (5) or more working days shall be approved until all accumulated leave with pay has been exhausted, excluding sick leave. The employee shall, when a personal leave is granted, keep the Medical Center informed of any change in his/her status or condition causing the employee to request leave.

11. If an employee fails to return to work within three (3) consecutive working days 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.

ARTICLE 23. VACATIONS

1. Vacations for employees employed by Hurley Medical Center shall be computed on the basis of time worked each fiscal year; a fiscal year is defined as commencing the first of July and ending the following June 30. Employees must have completed one (1) full year of service before vacation accrual is granted.
2. Vacation leave shall be computed and accrued on the basis of the fiscal year and for consecutive service. Consecutive service for purposes of administration of this provision shall mean employment uninterrupted by resignation or discharge, provided that employees shall not receive credit for purpose of determination of eligibility for vacation leave for absence without pay of two (2) calendar weeks or longer. A fiscal year vacation shall accrue on the following basis:

The following schedule is effective September 26, 2001.

Year of Service	Days Accrued	Per Hours Worked	Maximum # of Days Per Calendar Year	Maximum # of Days Accumulated LPN=3 Yrs
Less than 5 Years	.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 Years and over	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.

3. In the event the employee suffers a compensable injury or illness and is therefore unable to use his accumulated vacation time, such vacation time may be retained as accumulated and used in accordance with this Article, Paragraph 9.
4. Vacations may be taken at any time during the fiscal year with the approval of the Medical Center. Requests for vacations shall be submitted in writing.

10. If a regularly scheduled payday falls during an employee's vacation, he may receive his check in advance before going on vacation.
11. All Licensed Practical Nurses upon submitting a request form shall be entitled to receive their normal hourly rate of pay for any excess accumulation of vacation days by the first pay period after July 1 each year.

ARTICLE 24. SICK LEAVE

1. All full-time and 30 hour LPN's are eligible for seven (7) sick leave days per year. They will be given to employees July 1 each year. Employees shall have the option of receiving payment for unused days to be paid at the base rate of pay in effect on June 30, in accordance with the following formula:

7 days	-	5 days pay
6 days	-	4 days pay
5 days	-	3 days pay
4 days	-	2 days pay
3 days	-	1 day pay

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. Those days that are not used or paid shall accumulate to the next year.

2. Application for sick leave shall be made to the appropriate department head and must be approved by the Human Resources Director of the Medical Center. Employees will not be required to obtain a physician's certificate for sick days unless the illness extends for more than three (3) consecutive scheduled work days; provided that the Medical Center may require a physician certificate in cases of absences in excess of sick leave days granted each year. The employee shall notify his department promptly of any disability or illness. Proof of illness or disability may be required of an employee who abuses the provisions of this paragraph as outlined in the Medical Center's Absentecism and Attendance Rules.

Exceptions to this procedure may be required in unexplained weekend absences or extensions of scheduled holiday leave.

3. Charges against sick leave and pay allowance for time lost on account of sickness shall be made only for time lost for which the employee normally would have received pay and during which normally he would have been required to work. Accrued sick leave time may be utilized in two (2) hour increments, i.e., in accordance with contractual provisions and HMC policy.
4. 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, not less than one (1) hour before the start of the afternoon shift, and not less than one (1) hour before the start of a night shift.
5. If an employee reports for duty but continues working as a result of illness before having worked two (2) hours, sick leave payment for the entire day is granted; and if the employee works two (2) hours but less than six (6) before discontinuing work as a result of illness, that employee receives regular pay for four (4) hours and for the other half of that day (four (4) 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 (6) 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 Personnel 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 that 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.
6. Any employee who has taken all available sick leave may elect to have additional lost time charged against and deducted from earned vacation leave rather than receive a payroll deduction for such additional time lost.

7. Employees who use all available sick leave will be kept on the employment list for six (6) additional months, at which time they will be placed on top of the eligibility list for their respective classifications for an additional eighteen (18) months, and will be re-employed when the first vacancy is filled, in the employee's classification.
8. Dependent survivors of an employee, whose death was in the line of duty, shall be paid in cash for each day of unused and accumulated sick leave on same basis as though retired. Dependent survivors of an employee, whose death is non-duty connected, shall be paid in cash for one-half (2) day for each day of unused and accumulated sick leave. A living spouse will automatically be determined a bona fide dependent. No payments against unused or accumulated sick leave shall be made if death is determined, by a medical examination, to have been caused by suicide. Payment shall be made at start of the fiscal year, subsequent to death.

ARTICLE 25. SICK AND ACCIDENT PROGRAM

A Sick and Accident Insurance plan is provided with the following benefits and procedure.

1. Employees regularly working thirty (30) hours or more per week are eligible for sick/accident coverage at the conclusion of 2,080 hours.
2. An employee known to be ill or injured resulting in disability as evidenced by a statement from their attending physician attesting to such condition will be placed on sick/accident leave status commencing on the fifteenth (15th) day following the employee's last day of work, and will continue on said status until medical evidence is received by the Personnel Department stating that the employee may return to work. Sick/Accident leave weekly benefits consist of sixty (60) percent of the employee base wage rate up to a weekly maximum of \$250.00 per week, for a period of up to twenty-six (26) weeks.
3. Sick leave forms may be picked up by the employee, or his/her designee, in the Human Resources Department or the employee's departmental office. These forms are to be completed by the employee's physician and shall be returned to the Human Resources Department within fifteen (15) calendar days of the occurrence of the first (1st) day of disability in order for the employee to qualify for sick/accident benefits. This fifteen (15)

day period shall be waived upon the employee providing convincing proof that the delay in submitting sick leave forms was beyond the employee's control.

4. Seniority and continuous service (i.e., longevity and step increases) of employees on sick/accident leave shall accumulate.
5. Prior to return to work the employee shall report to the Personnel 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.
6. 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. It will also be mandatory for any employee who is on sick/accident leave for a period of more than six (6) weeks to undergo an examination by a designated physician or agency to determine whether or not the employee is not capable of returning to work unless valid medical cause can be shown (i.e., surgery or hospitalization). In addition to said investigation and mandatory examination, the Medical Center may at any time require an employee to undergo an examination by a designated physician to determine whether or not the employee is capable of returning to work. If, as a result of the investigation or any examination, an employee is deemed not to be disabled, benefits under the Medical Center sick/accident policy shall cease immediately. To afford the employees 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 by the Medical Center. Said third physician or agency shall issue a final determination as to the medical condition of the employee.
7. If an employee ceases to be disabled or fails to submit any required proof of said disability, the biweekly installments shall automatically and immediately cease.

Notwithstanding proof of disability that may have been accepted by the insurance company as satisfactory, the employee, on request from the insurance company, shall furnish due proof of the continuance of such disability, and shall submit to physical examinations at reasonable intervals by physicians designated by the insurance company.

8. Employees will be allowed the option of using one (1) sick day when on sick and accident, per week, and such payment will be made on regular pay days which occur during the period the employee is drawing sick and accident benefits. To utilize this option, the employee must submit a leave form according to normal procedures.
9. Employees on sick/accident leave may, at their option, continue to contribute the employee portion to the pension program for pension credit.
10. The employer will continue premium payments for sick/accident insurance, Blue Cross/Blue Shield, Dental Insurance, Vision Insurance and Life Insurance (as provided) for any employee covered by the sick/accident insurance.
11. The maternity benefit will consist of sixty (60%) percent of the employee's gross weekly straight time earnings, a uniform fourteen (14) day elimination period, and a normal benefit period of six (6) weeks. The benefit period may be extended in those cases where it is determined as medically necessary by the employee's physician. However, employees on sick and accident leave under the maternity provisions, are also subject to the mandatory six (6) week examination and any other examination the Medical Center or the insurance company deems appropriate.

ARTICLE 26. MATERNITY LEAVE

1. 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. Provisions of the sick leave and/or sick and accident section will then be applied.
2. Employees who work in high risk areas and becomes pregnant, will be transferred to other openings in the same classification whenever possible, or a lower classification, without suffering a reduction in their hourly rate of pay. Upon return from sick leave, the employee will be returned to their position held prior to becoming pregnant.

3. 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.
4. In cases of adoption, leave will be handled under the personal leave of absence section.

ARTICLE 27. EMERGENCY LEAVE

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 purposes 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 shall 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.

An employee may be entitled to use one (1) emergency day when required to take or accompany an immediate family member to a hospital for emergency care services. Proper verification must be provided to substantiate the hospital care rendered.

Other situations considered an emergency by the employee's department head may be covered by accumulated paid time off benefits including sick days if the employee elects. In such cases, the department head shall waive any restrictions concerning advance scheduling of paid time off used.

Employees will be required to submit documentation supporting request for all Emergency and Bereavement Leaves. Required documentation is described below:

3. Emergency Leave for Critical Illness: Forms to document critical illness in the immediate family are available in the Human Resources Office and in the Nursing Office.
4. Emergency Leave for House Fire: A report of the fire from the local Fire Department is required.
5. Immediate Family Bereavement Leave: Any of the following documents will be accepted as long as they include the date of death: (If additional travel time is requested, documentation of the location of the funeral must be included.)
 1. Obituary with the name of the employee included
 2. Statement from Funeral Director acknowledging attendance at funeral
 3. Memorial Service Program or Card
6. Other Close Family Bereavement Leave: Any of the following documents will be accepted as long as they include the date of the funeral or memorial service:
 1. Obituary with the name of the employee included
 2. Statement from Funeral Director acknowledging attendance at funeral or memorial service
 3. Memorial Service Program or Card

ARTICLE 28. 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 shall be paid, during the time of such service, the difference between his regular wage or salary and the allowance of the State of Michigan, or other governmental authority, for such service,

provided that in the case of active service the total period of payment shall not exceed three (3) calendar weeks in any single calendar year and in case of compulsory reserve training, the period of payment shall be determined by the appropriate department head. Before such payment shall be made, the employee shall furnish the Personnel Director of Hurley Medical Center with a letter from the commanding officer showing the period of active duty and the allowance made the employee by the State of Michigan or other governmental authority for such service.

ARTICLE 29. JURY DUTY

1. Whenever an employee is called for jury duty before any court entitled to empanel a jury, he shall, when possible, give reasonable notice of such calling to his immediate supervisor. He shall, thereafter, for days when required to report for such duty, be entitled to leave without pay, except as is provided hereinafter. An employee complying with the above conditions, and upon supplying to the Human Resources Director of the Medical Center, adequate proof that he has reported for such jury duty before a court entitled to impanel a jury, shall be paid by the Medical Center the difference between his regular wage or salary and his jury pay for each day he so reported.
2. When an employee is called for jury duty and complied with the requirements of Section A hereof, for all purposes he shall receive credit as though he had worked for the Medical Center.
3. If any Licensed Practical Nurse is called as a witness in a Judicial Proceeding for reasons arising out of her Medical Center employment, she shall:
 - (1) Receive leave with pay for such attendance if it arises during a period when she is scheduled to work, or,
 - (2) Be paid one and one-half (1 1/2) times her normal rate of pay for such court time when it occurs during hours she is not scheduled for work.

ARTICLE 30. EDUCATIONAL LEAVE

Upon written application, a Licensed Practical Nurse may be granted a leave of absence to pursue a full-time educational program in the field of nursing for up to two years without the loss of employment status or benefits accrued as of the start of the leave, but not to exceed one year of leave for each two years of service.

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

ARTICLE 31. EDUCATIONAL COURSES

1. If a full-time Licensed Practical Nurse employee desires to enroll, while continuing in full-time employment, in one or more courses at an accredited educational institution in the field of nursing, or in courses which the Director of Nursing and the Medical Center's Administrator agree would aid her in the practice and performance of services at the Medical Center and will contribute to her professional growth, she may submit, in advance of her commencing such course or courses, application on the Medical Center Form to the Medical Center for reimbursement of the cost of her tuition and books. (See letter of understanding regarding tuition advancement, page 58.)
2. Upon proof of satisfactory completion of the course or courses and of the amount expended for tuition, books, and supplies, the nurse shall be reimbursed for such expenses up to sixteen hundred (\$1600) dollars within two (2) years, and a part-time employee *working fifty percent (50%) or more of a regular full-time employee schedule* shall be reimbursed for such expenses up to eight hundred (\$800) dollars within two (2) years; effective July 1, 2002; provided that the part-time nurse has worked 50% as stated herein for ten (10) of the previous twelve (12) months, and that the nurse agrees in writing to remain an employee of the Medical Center for a period of six (6) months following completion of the course, and likewise agrees that if he/she leaves the Medical Center's employment before completing six (6) months, he/she will repay the educational course

reimbursement to the excess of one-sixth (1/6) of such sum for each month she/he is short of meeting the requirement of six (6) months.

ARTICLE 32. LIABILITY AND INSURANCE COVERAGE

The Medical Center shall maintain in force, a liability coverage for all Licensed Practical Nurses working in the Medical Center and who may be subject to liability claims for incidents arising out of their Medical Center employment. The Medical Center will provide the Union with a description of this coverage and the limitations of it.

ARTICLE 33. RETIREMENT

All employees shall be entitled to membership in and benefits of the City of Flint Retirement System as provided in Ordinance 3625, April 22, 1946, as amended.

All employees who qualify for membership shall have their pensions determined in accordance with the modified contributory plan as set forth herein. Employees hired after January 1, 1987, shall have an option, exercisable within thirty (30) days, to elect to participate in the Hurley alternative pension plan or the modified program. A detailed description of both plans shall be made available to employee/members.

Effective: 1/1/02

1. Current Program Modification

<u>Multiplier</u>	<u>Service Years</u>
2.2%	1st through 15th
2.4%	16th through 25th
1.0%	Beyond 25th

Employee Contribution to 7.0%

Best 3 out of 5 years for FAC

Pop-up option funded via a reduction in the employee's pension

All other provisions as in Current System

(Voluntary Retirement after 25 years of service or age 55 with 10 years of service)

2. Alternate Pension Plan (HMC) Effective 1/1/02

Under City of Flint Retirement System Administration

No Employee Contributions

Employee Contributions returned

4% Interest on Withdrawn Funds

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 Alternate System

75 Points for Health Care

Pop-Up Option

Best 5 out of 10 years FAC

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.

All accumulated sick days shall be paid off upon retirement; however, this terminal pay will be excluded from the computation of the employee's final average compensation.

Eligible retirees may choose Blue Cross Traditional, Blue Cross PPO or other hospitalization insurance, i.e., during open enrollment.

- 1 Hospitalization Insurance for employees retiring after June 1, 2004:
 - 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 who retire on or after June 1, 2004– Hurley Medical Center will provide single coverage up to \$300 per month to age 65. If additional dependent coverage is required, the Medical Center will only provide coverage up to the above \$300 per month to age 65. At 65 and over, Hurley Medical Center will pay the complementary portion of Medicare not to exceed \$200 per month. The retiree will be responsible for the difference between Hurley Medical Center's payment and the premium charge, if any.

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 Programs, 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.

ARTICLE 34. HOSPITALIZATION INSURANCE

- 1. All LPNs working 30 hours or more per week shall be entitled at their option to become members of and participate in the Blue Cross/Blue Shield PPO with \$500 inpatient services co-pay or the Blue Cross/Blue Shield Traditional Medical and Surgical Insurance Program with premium co-pay as provided in the Medical Center's Comprehensive group insurance plan with major medical coverage and a first aid and emergency medical rider. A pap smear and mammogram rider is also provided. This program will provide benefits equal to or better than those currently in effect under the BC/BS program as of 7/1/79. 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.

Add "mammogram and pap rider" to traditional and HMO insurances with the cost covered by increase in premiums paid by employee over the PPO rate.

Effective January 1, 2002, all health insurance policies for current employees, i.e., (Blue Cross Traditional, Blue Cross PPO, Blue Care Network, Health Plus, M-Care and any or all such health insurance policies offered by the Medical Center to employees) will include the following employee co-pays:

- a. \$5.00 on covered generic prescriptions
 - b. \$10.00 on covered name brand prescriptions
 - c. \$10.00 for covered physician office calls
2. Employees who work less than thirty (30) hours per week shall receive the Medical Center's Discount Policy.
 3. This option (between 1 and 2 above) may be exercised within thirty (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 Medical Center Discount Policy.
 4. Medical Center Discount Policy:
 - (a) Employees who elect this option shall be eligible for Discounts for Medical Center services rendered to them and members of their immediate family.
 - (b) The term "Members of the Immediate Family" shall be interpreted to mean spouse, children, mother, and father, providing the person claiming the discount can establish reasonable evidence that the member of the family as described above is also a dependent. Inclusion of the patient as an exemption for Income Tax purposes shall be *deemed sufficient evidence of proof.*
 - (c) Hurley Medical Center shall grant to the above described eligible individuals a discount for inpatient hospitalization equal to the difference between the hospital charges and the amount paid by the Medical Center's comprehensive group insurance plan. In the absence of such a contract, the Medical Center shall grant a discount equal to the difference between the hospital charges and the benefits outlined in the BC/BS MVF-2

Contract held by the Medical Center. The Medical Center shall also grant a discount for outpatient hospital service equal to sixty-five percent (65%) of the hospital charges for such service, with the stipulation that if the service is a benefit under any insurance policy, the discount shall not exceed the difference between the amount paid by the insurance carrier and the Medical Center charges.

(d) In the computation of the Courtesy Discounts, described above, the charge for special serums, appliances, braces, etc., which must be purchased by the Medical Center for the patient, shall not be included in the amount subject to Courtesy Discount.

(e) 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 prior to the rendition of the service. It shall be the responsibility of the Human Resources Office to check the admission sheet (including in and 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 Medical Center service.

(f) Employees who are on an authorized leave of absence, without pay for more than thirty-one (31) days, may remain members of the Medical Center BC/BS group by making payment to the Medical Center for the full cost of whatever contract they have in the Medical Center Group. However, the Medical Center discount policy will be extended only to those employees who elected it.

(g) In the event that the GLS area becomes serviced by a group medical practice plan (or individual practice association), the Medical Center will make arrangements to provide annually an option for such employees to enroll for health coverage through the carrier providing such coverage, subject to the availability and enrollment requirements of such optional plans.

(b) Effective January 1, 1997, all employees in the bargaining unit who receive the PPO 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 services, basic television service, or for private rooms when available.

Effective January 1, 1999, all employees in the bargaining unit who receive health insurance (other than PPO) through the Medical Center will have inserted in their policy a \$300.00 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., (GLS region.) Members and their covered spouses/dependents who are inpatients at Hurley Medical Center will not be charged additional fees for basic telephone, basic television service or for private rooms when available.

(I) Employees with a status of Pt2 may purchase hospitalization insurance effective January 1, 1997.

- a. Costs will be Hurley's current premiums and adjusted periodically based on changes in the premium rates.
- b. Pending necessary Section 125 approvals, employee's premiums will be made in pre-tax dollars.
- c. Employees will pay for insurance through payroll deduction. If earnings are insufficient to cover premiums, the shortage will go into arrears. The Medical Center may then bill the employee. If payment is not made by the due date on the bill, the insurance will be canceled and the insurance cannot be re-purchased until the next open enrollment period.

ARTICLE 35. DENTAL PLAN

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 by Delta on Class II Benefits; with a \$750 maximum per person contract year on Class I and II benefits. 50% of treatment costs paid by Delta on Class III (Orthodontic) benefits, with a \$650 lifetime maximum.

Eligibility: Completion of probation period and regularly working thirty (30) hours or more per week.

ARTICLE 36. VISION PLAN

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

Reasonable and customary charges for examinations, lenses and contact lenses (\$150 maximum) and frames: Once during any period of twelve (12) consecutive months for children under age eighteen (18); once during any period of twenty-four (24) consecutive months for adults (18 and over). Also, up to age 19 and solely dependent upon employee (parent) for support. The limitations on lenses, contact lenses and frames apply whether or not they are a replacement or lost, stolen, or broken lenses, contact lenses, or frames. Agreed 11-16-89, to increase the maximum on frames from \$18.00 to \$30.00 effective as soon as made available by the carrier. Frame amount increased to \$50.00 effective the contract of 7/1/93. Forms are available in the Human Resources Office, Insurance Section.

ARTICLE 37. LIFE INSURANCE

1. The Medical Center shall provide to each regular full-time employee fully paid life insurance and dismemberment coverage in the amount of \$20,000 and double indemnity coverage in this amount in the event of accidental death, and part-time 30 hour employees \$7,500.

2. 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.
3. The Medical Center agrees that such life insurance coverage will be continued for an employee who is on leave of absence for a period of six (6) months.
4. 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.
5. Eligible employees (i.e., employees with life insurance through the Medical Center) who are off duty without pay in excess of six (6) months may continue the supplemental portion (only) of their life insurance. The employee shall be responsible for continuing the premium payments.

ARTICLE 38. OTHER BENEFITS

1. Inclement Weather:

If an emergency exists during inclement weather, and is considered such by the Director of the Medical Center, or his/her designee, the following will apply:

(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. Compensatory time off will be considered as hours worked for the purposes of computing overtime.

(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.

2. **UNIT CLOSING/STAFF REDUCTION:**

If for any reason, there is a permanent reduction of staff on a unit which results in a re-assignment(s), the affected LPN on such a unit shall submit in writing, a list of three (3) other assignments in order of their preference to the Nursing Office. Management reserves the right to place the nurse in one of these three (3) areas, but shall make every effort to place the nurse in their area of first preference. Such nurses shall remain scheduled on their original shift. In cases of conflict of assignment, seniority will prevail.

OTHER BENEFITS:

1. Hurley Medical Center agrees that parking facilities will be made available to all bargaining units free of charge.
2. A designated member of the union shall be an official member of the Safety Advisory Committee and will attend the monthly meeting without loss of pay.

ARTICLE 39. MEDICAL SERVICE

1. **Physical Examinations:**

(1) At the time of hiring, all prospective employees will receive a physical examination/assessment by a licensed physician at the Medical Center's expense or they may obtain the Medical Center's physical examination/assessment form and have it completed by their own licensed physician at their own expense. Such physical examination/assessment will include the following laboratory tests:

- Serological study
- Urinalysis
- Screening TB test

Any other tests required and performed by the Medical Center will be at the Medical Center's expense.

(2) Similar physical examinations shall be provided when recommended by the examination physician, or when requested by the Medical Center's Administration.

(3) Employees working in the Emergency Room, Clinic, Surgery, Intensive Care, Isolation Care, Isolation or Psychiatric Department's shall receive a large chest x-ray or TB screening test every six (6) months. Employees working in all other areas may receive a large chest x-ray and TB screening tests on an annual basis. In every case, the x-ray and TB screening test shall be provided by the Medical Center.

2. Immunizations:

(1) The Medical Center shall provide each employee with the opportunity for obtaining the following immunizations, without charge:

Tetanus Toxoid Series, or Booster

Influenza immunizations

Others, as required by medical indications

(check for polio)

(2) Employees working in the Isolation Unit or with Isolation patients shall receive triple Typhoid, Diphtheria and other such immunizations as may reasonably be required based on exposure and past records of need.

3. Illness on Duty:

Emergency treatment for an employee who becomes ill while on duty shall be provided by the Medical Center without charge except for those items which are covered by Blue Cross-Blue Shield insurance (or which would have been covered in the case of an eligible but non-participating employee). The employee, except in extreme emergencies, must take form number 1096 to the emergency room with him.

4. Implementation of this section shall be the responsibility of the Medical Center Director, or his designee.

ARTICLE 40. ON THE JOB INJURY AND COMPENSATION

1. Any employee who becomes injured or ill in the performance of his duties shall, if his physical condition permits, report that injury immediately on the Medical Center Incident Form. The employee shall report to the Employee Health Nurse or if his condition necessitates immediate treatment, the employee shall report to the Emergency Room for necessary aid or referral.

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.

In addition such employee will receive supplemental compensation equal to the difference between eighty (80) percent of the employee's normal take home pay and the Worker's Compensation. Upon his return to work, at his regular or other assigned employment, he shall be entitled to payment of the difference between the amount of salary and Worker's Compensation paid and the total take home pay he would have earned had the injury not occurred. Supplemental payments will be continued for not more than twenty-six (26) weeks within a twelve (12) month period following the date of the original injury.

Supplemental Compensation will not be paid in cases where it is determined that the injury arose because of the gross negligence of the employee or in cases where the employee was involved in a situation not arising from the performance of his duties. Employees injured during the conduct of any authorized union activity on the premises as outlined in this contract would be covered by the compensation provisions.

WORKER'S COMPENSATION PROCEDURE

- (1) Any employee who becomes injured or ill in the performance of his duties shall, if his physical condition permits, report that injury immediately on the Medical Center Incident Form. The employee shall report to the Employee Health Nurse if his physical condition permits. In the absence of the Health Nurse, or if his condition necessitates immediate treatment, the employee shall report to the Emergency Room for necessary aid or referral.

- (2) If an employee is severely enough injured or ill to require time off from his usual occupation, and it is impossible for the employee to perform any useful duty, the supervisor will be so informed in writing by the Medical Center Physician. This decision is the responsibility of the Medical Center Physician.
- (3) If the injury is of a minor nature, and would not preclude the performance of some duty (either regular or light) in the department, the employee will be returned to the department with the notation that he can perform regular or light *duty and the nature of the light duty will be limited as indicated by the injury.*
- (4) It will be the determination of the department head, or the supervisor, as to availability of light duty and the employee assigned as administratively indicated.
- (5) Employees who have been off duty because of injury, and have recovered sufficiently to be able to return either to full duty or light duty in the department, will be so certified at the time they reach this status physically.
- (6) Employees who have been off duty on Worker's Compensation for ninety (90) days will be certified to the Medical Center 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 Medical Center Physician. The Medical Center 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 Medical Center Physician, by consultants, and/or by the physical and/or mental rehabilitation services as indicated, the Human Resources Department will propose action concerning the employee's physical and rehabilitation status. This should include his availability and capability of performing other duties not necessarily in the assignment department and in line with class specifications, but has capability of performing

- any duty in the Medical Center. If he is found able to perform some duty for the Medical Center then he will be, if possible, placed 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 Medical Center, the Medical Center Physician will certify this individual for possible consideration for a physical disability requirement. Normal procedures for disability retirement would then be completed by the Human Resources Department.
 - (11) When an employee has been permanently disabled, totally or partially, for his usual occupation, he shall be informed that no consideration will be given to supplemental pay after this date. Notification will be handled by the Human Resources Office.
 - (12) In the event an employee's physician and the Medical Center Physician do not concur on the employee's condition, the Medical Center and the Union will select a third physician for consultation to settle the dispute.

ARTICLE 41. PROTECTIVE CLOTHING, UNIFORMS AND IDENTIFICATION

1. If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer. The cost of maintaining the protective clothing in proper working condition shall be paid by the Employer.
2. Uniforms shall be otherwise unadorned except for school, association and length-of-service pins. Employees shall not wear earrings, (except posts) bracelets, necklaces, or other such decorative jewelry while in uniform and on duty. Engagement, wedding and class rings, and wrist-watches, are not hereby considered as decorative jewelry.
3. Access/Identification - Identification badges will be issued and worn in accordance with the Medical Center's standard practice. When the system is operational, employees will use the automated time and attendance system.

ARTICLE 42. PART-TIME AND SEASONAL EMPLOYEES

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

A. Thirty (30) hour part-time employees shall receive benefits as follows:

- Article 15. Overtime
- Article 16. Emergency Call-In
- Article 17. Holidays - when worked
- Article 19. Two Personal Days
- Article 20. Night bonus and weekend differential
- Article 23. Pro-rata Vacation
- Article 24. Pro-rata Sick Leave
- Article 25. Sick and Accident Program (30 hour)
- Article 26. Maternity Leave
- Article 27. Emergency Leave (Pro-rata 1/1/99)
- Article 28. Military Leave
- Article 29. Jury Duty
- Article 30. Educational Leave
- Article 31. Educational Courses (as provided)
- Article 32. Liability Insurance Coverage
- Article 33. Retirement
- Article 34. Hospitalization Insurance (30 hour)
- Article 35. Dental Insurance
- Article 36. Vision Plan
- Article 37. Life Insurance (as provided)
- Article 38. Inclement Weather
- Article 39. Medical Services
- Article 40. Worker's Compensation
- Article 46. Compensation Schedule

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

- Article 15. Overtime
- Article 16. Emergency Call-In
- Article 17. Holidays (when worked)
- Article 20. Night Bonus and Weekend Differentials
- Article 27. Emergency Leave (as provided)
- Article 28. Military Leave
- Article 29. Jury Duty
- Article 32. Liability Insurance Coverage
- Article 33. Retirement
- Article 38. Inclement Weather
- Article 39. Medical Service

Article 40. Worker's Compensation
Article 46. Compensation Regulations

Part-time employees who work an average of 70 hours a pay over six consecutive pay periods will be entitled to be status changed to full time.

ARTICLE 43. STATEMENT ON CIVIL SERVICE

The parties are unable to agree at this time on language in Articles 43 and 44 of this agreement. However, the sections will remain as is at present until settled by grievance procedure or through court procedure.

ARTICLE 43.1 CIVIL SERVICE

1. All provisions of the Charter of the City of Flint relating to the Civil Service Commission, City of Flint, are made part of this contract.
2. When an employee shall have been placed in a different pay level by reason of *reclassification or reallocation of his position, said reclassification or reallocation shall be effective as of the date of change in classification or reallocation. It shall be the duty of the Civil Service Commission to forthwith notify the Director of the Medical Center of all such changes not later than the date of the approval as to personnel of the first payroll covering the pay period during which the new pay rate first becomes effective.*

ARTICLE 44. CIVIL SERVICE EXAMINATIONS

1. Employees requesting time off for the purpose of taking any examination to be administered by the City of Flint Civil Service Department shall be permitted to take a maximum of two (2) examinations per year without being charged for *time lost.*
2. An examination shall include the written and oral portions of a single examination procedure, and any necessary job interviews after such examinations, but not to exceed two (2) days for one (1) examination. Examinations administered during non-scheduled work hours of an employee shall be taken at the option of the employee, without debit or credit to his working hours.

3. *Employees will be granted permission to take no more than two (2) additional examinations without loss of pay provided that approval is obtained from the Human Resources Office on the basis that such examinations are related to Medical Center employment.*

ARTICLE 45. VETERANS RIGHTS

1. *An employee who has been in the Armed Services, maximum time allowed by State Law, of the United States and who is released or discharged from such duties under honorable conditions, and makes application for reemployment within ninety (90) days after he is released from military duties or from hospitalization continuing after discharge for a period of not more than one (1) year, shall upon reinstatement, and after completing the probationary period when applicable, be given credit for annual leave accumulation for the time spent in the Armed Service as though the time spent in the Armed Service had been spent in the employ of the Medical Center.*
2. *Medical Center employees who have been in the Armed Services of the United States, under military leave from the Medical Center, shall, upon reinstatement to City employment, be given sick leave for the time spent in the Armed Services, the same as though the time spent in the Armed Services had been spent in the employ of the Medical Center which sick leave shall be added to any sick leave they had prior to entering the Armed Services.*
3. *Employees, except probationary employees, who have been in the Armed Services of the United States, under military leave from the Medical Center shall, for the purpose of compensation and step increases, be given credit for the time served in said Armed Services the same as though the said time was served in the employ of the Medical Center. Such employees who have been reinstated in City employment and have not received the compensation or step increases provided for in this paragraph shall be paid such increase retroactive to the date of the employee's reinstatement.*
4. *Probationary employees who have been in the Armed Services of the United States, under military leave from the City of Flint, shall be required to complete their probationary*

period the same as though they had not been in the Armed Services, and shall be subject to the same rules and regulations as ordinary probationers. They shall, however, upon completion of their probationary period, and upon acquiring the status of regular employees, be given credit for the purpose of compensation and step increases for the time served in said Armed Services as provided in the foregoing paragraph effective, however, as of the date they acquire status as regular employees and not as of the date of reinstatement as probationary employees.

ARTICLE 46. COMPENSATION REGULATIONS

1. Salary and wages shall be paid in accordance with Hurley Medical Center Compensation Schedules, for full-time or part-time employees as applicable, established pursuant to this contract.
2. No employee shall receive compensation for time not expended in Hurley Medical Center employment except as provided herein. Deductions from the earnings of the employees shall be made on the basis of the hourly rate for time lost.
3. When full-time LPN's transfer to a part-time status they shall remain at the same pay schedule that their accrued longevity entitles them. All current part-time LPN's shall be paid at their accrued longevity hours.
4. Paydays are alternating Fridays. When a recognized legal holiday falls on a regular payday, the payday will be one day earlier. The pay period covers the two weeks prior to the Monday preceding the payday. Paychecks for all full-time and part-time employees who work on the afternoon shift will be made available on Thursday afternoon of payday weeks. However, the preceding provision may not be possible if a legal holiday falls on another weekday immediately preceding a regular payday. Additionally, the Medical Center may change payroll periods to end on Saturday. Those adversely affected on the day of transition (first Sunday of change) may use any accumulated benefit day to ensure a full check, but the definition of overtime does not change. Additionally, the Medical Center may offer direct deposit of paychecks to those interested.

5. Notice of Changes - Employees should 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.
6. After the effective date of this agreement, employees who are employed in dual classifications, when taking annual leave or sick leave, shall be paid at the rate which will reflect the proportionate hours worked by the employee in each classification. For the purpose of the above, a dual classification position is a combination of two positions of different classifications, requiring the services of one employee, who has been certified as qualified and who may be required to perform in both classifications.
7. Credit towards step advancements in the Compensation Plan shall accrue only for continuous service. Continuous service as used in this Agreement shall mean employment uninterrupted by resignation or discharge provided that employees shall not receive credit for step advancements for absences without pay for longer than two calendar weeks, except that approved educational leave time shall receive such credit. *Provided, however, that employees who are rehired within two years after resignation shall be given all of such credit as their prior service indicates.*
8. No evaluation shall be used to delay any increase in pay due the employee for accrued longevity as provided in the compensation schedule.
9. Overpayments/Underpayments - 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. In either case, checks will be issued within twenty-four hours except on weekends. 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 collectible 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 replacement 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 ten percent (10%) of the employee's overpayment until repayment is made. Any underpayment/overpayment shall be limited to the previous twenty-four (24) months.

Additionally, the employee will not be held liable for back pay due to his/her being hired at the inappropriate step of the pay plan. However, the Medical Center retains the right to correct the error in the rate of pay, inclusive of any hours not already paid.

Savings Clause:

All fringe benefits not changed or covered by this agreement that are now received by the employees shall remain in full force and effect, and no change shall be made or effected by the Employer which shall alter such fringe benefit levels without notice to and consent by the union.

ARTICLE 47. AUTHORIZED PAYROLL DEDUCTIONS

1. Employees may authorize the following deductions in their paychecks: Blue Cross, Withholding Tax, Retirement Fund, Savings Bond, Contributions to United Fund, Payment of Union Dues, Laundry, Credit Union, Hospital Accounts, Sick & Accident Insurance, and other deductions as applicable.
2. Notice of Changes - Employees should, as soon as possible, report any changes 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 certificates should also be reported.

ARTICLE 48. 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.

However, such requests do not require agreement by either party. Within ten (10) days, the party receiving the request may submit written counter-proposals. Negotiations shall begin not later than fifteen (15) days after the date of the original request. All supplemental agreements shall be approved or rejected within a period of twenty (20) days following the *conclusion of negotiation of such agreements*.

ARTICLE 49. COPIES OF CONTRACTS

The Medical Center shall supply each Licensed Practical Nurse employee with a copy of this agreement.

ARTICLE 50. SAVINGS CLAUSE

Any section of this agreement which is ruled inconsistent with present or future State or Federal laws or statutes shall be renegotiated without effect on the remaining sections.

ARTICLE 51. LICENSURE

1. *An Applicant who has completed the formal educational requirements for licensure and who has a permit issued shall be employed to practice as a Practice Nurse.*
2. *A Non-Licensed Practical Nurse is required to take the Michigan State Board of Nursing Examinations at the earliest possible date. Upon passing the examination, she/he will be classified and reimbursed as a Licensed Practical Nurse retroactively to the date of examination.*
3. *If the employee fails the examination or if the employee does not take the examination as required in paragraphs 1 and 2 above, the employee shall be immediately released.*

ARTICLE 52. TERMINATION

This Agreement shall be effective as of July 1, 2001, and shall remain in full force and effect until June 30, 2003. It shall be automatically renewed from year to year thereafter unless

either party shall notify the other in writing seventy (70) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, such notice shall contain detailed modifications and changes desired. However, such notice shall not preclude the inclusion of other negotiable items that may arise during negotiations. Negotiations shall begin not later than sixty (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.

ADDENDUM TO CONTRACT STATEMENT OF POLICY ON TROUBLED EMPLOYEES

1. The organization recognizes alcoholism, mental health, and drug abuse as illnesses that can be successfully treated.
2. The purpose of this policy is to assure that all employees having these illnesses will receive the same careful consideration and offer of treatment that is presently extended to all of our employees having any other illness.
3. The social stigma often associated with these illnesses has no factual basis. It is expected that organization wide, enlightened attitude and realistic acceptance of these illnesses will encourage employees to voluntarily seek and accept available treatment. Our approach is designed to achieve prompt and positive results, hopefully before the situation has progressed to the point of being virtually irreversible.
4. The organization's concern is strictly limited to the effects of alcohol and drug abuse, and mental illness, as it relates to the employee's performance on the job.

5. The organization is concerned with behavioral-medical problems as soon as they begin to affect an individual's job performance. The problems dealt with by the Policy are defined as follows:
 - A. Alcoholism - an illness in which an individual's drinking seriously and repeatedly interferes with his job performance or health.
 - B. Mental Illness - behavior which seriously and repeatedly interferes with job performance.
 - C. Drug Abuse - use of drugs which seriously interferes with job performance or health, or being under the influence of a drug that is not under the valid medical direction of a licensed physician.
6. The implementation of this Policy will be the responsibility of all supervisors who will follow procedures assuring that no employee with alcohol, mental health, or drug problems will have his job security or advancement opportunities in jeopardy by submitting himself for diagnosis and treatment.
7. It is recognized that supervisors do not have the professional qualifications to make any judgment as to whether or not an employee is addicted to alcohol or drugs, just as they are probably not qualified to diagnose any other illness. Necessary referral for diagnosis 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.
9. The continued refusal to accept diagnosis and treatment by an employee, or continued failure to respond to treatment will be handled in exactly the same way that similar refusals or treatment failures are handled for all other illnesses when the results of such refusals or failures continue to affect job performance.
10. It is expected that, through this policy, employees who suspect that they may have an alcohol, mental health, or drug problem, even in its early stages, will be encouraged to seek diagnosis and, when necessary, follow through with the prescribed treatment.

11. *The confidentiality of records kept of "alcohol-mental illness- drug involved employees" is necessary and will be preserved.*
12. Implementation of this policy will not require, or result in, any special regulations, privileges or exemptions from the standard administrative practices applicable to job performance requirements, except as may be outlined in a labor-management agreement.
13. The Union will be equally responsible for the implementation of this policy.

LETTER OF UNDERSTANDING
EDUCATION TUITION ADVANCEMENT

Recognizing the trend towards increased professionalism required of persons administering patient care and the need for Licensed Practical Nurses to upgrade their skills by availing themselves of educational opportunities offered in the community, the officers of AFSCME Local 825 and management of Hurley Medical Center hereby agree to allow all actively working eligible full-time and part-time (30 hour) employees of the bargaining unit to apply for advanced educational cost as described in their contract by using vacation and sick leave days, provided the employee currently has such days accrued to their credit, as collateral with the Medical Center. The use of such days as collateral shall be optional to the choice of being reimbursed as prescribed in the local union's contract. An employee electing the option of advance tuition payment in the manner mentioned above shall be required to meet the following conditions:

1. The employee must agree that they will allow the Medical Center to set aside the number of days based on the cost of such advance tuition and required withholding taxes. The number of days may vary between employees depending on the individuals' hourly rate of pay.
2. The procedure for utilizing vacation and sick leave days as collateral for the specific purpose as mentioned above shall be as follows:
 - A. The employee will be required to provide proof of acceptance/admission to an accredited college or university, the estimated cost of tuition, books, and supplies, and the name of course or courses to be taken by completing the Medical Center's form for application for reimbursement of educational course fees.
 - B. The employee must fill out the advance tuition/collateral agreement which states the number of days to be held as collateral based on the formula using the employee's hourly rate of pay divided by the amount of funds requested, not to exceed the agreed upon contract amount.

- C. Upon completion 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 the course or courses, the employee's collateral vacation or sick leave 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 deductions of the total amount paid to the institution/school on their behalf, or repay the total amount in cash payments for the specified amount, and after such total payment is made, the agreed upon collateral days will 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 advanced tuition monies owed to the employers have been paid.
 5. The parties recognize that this understanding is a new approach and that concerns relative to implementation of this agreement may develop from either side. In the event there are such concerns, either party may request a review of any or all of the foregoing at any time during the term of the contractual agreement between the parties.
The parties 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 than it has through the past practice of the parties granting such, except as specifically herein mentioned.

Dated 11/19/91

**LETTER OF UNDERSTANDING
FORM LETTERS**

1. Employees who have had their form letter rescinded shall have their attendance monitored regularly and evaluated from the date and month of rescission. In determining whether or not a form letter will be reissued in the future, absences prior to the date of rescission will not be counted.
2. A "pattern" shall be formed when an employee has missed a total of nine (9) shifts composed of the day before or the day after a weekend off or a scheduled weekend shift.

Dated: 8/6/91

LETTER OF UNDERSTANDING

STATEMENT OF POLICY ON 12-HOUR DAY SCHEDULING

The parties agree to the following provisions in order to implement 12-hour shifts for full-time employees. Such alternate shifts/schedule shall be allowed via the mutual agreement of Hurley Medical Center and Local 825. The provisions of said 12-hour shifts are as follows:

1. A full-time twelve (12) hour shift schedule with every other weekend off. Employees scheduled to work twelve (12) hour shifts shall be scheduled to work six (6) twelve hour days and one (1) eight hour day within a pay period, or a total of eighty (80) hours.
2. The number of slots available will vary from unit to unit. When there are more candidates than there are available positions, seniority shall prevail. Twelve-hour shift slots shall be provided for LPN's by the Medical Center based on the following formula:

Average number of LPN's on the (lowest budgeted LPN Staff shift x 2.15 = number of pairs available or the lowest number of LPN's on the lowest (normal staffed) shift x 4.3 = the targeted number of LPN positions available.

3. On units with 24-hour operations, each nurse desiring the 12-hour shift must have a "partner" to work the opposite 12 hour shift. The "partner" may change (that is, does not have to remain the same person - but must always have one). If the "partner" desires to continue the 12-hour day she/he will be responsible for finding another partner within a one schedule period of time (4 weeks). If unsuccessful, the nurse will revert to an eight (8) hour employee or bump.
4. All employees will be scheduled 12 hours using the formula cited above except in Recovery and Hemodialysis units. These areas will be negotiated at a later date.
5. Nurses working such schedule shall retain all contractual rights and benefits afforded full-time employees.
6. Weekend differential shall be as is currently provided in the contract for full-time employees. Shift differential shall remain as it is currently provided/ paid.
7. All hours worked in excess of eighty (80) or twelve (12) on a scheduled 12-hour day or eight (8) on a scheduled eight-hour day shall be paid at the overtime rate of one and one-half times the nurses basic rate of one and one-half times the nurses basic rate of compensation.
8. Compensatory days shall not be granted for Christmas Day and New Years' Day holidays except via mutual agreement as stipulated in Article 17, paragraph 2. Full-time employees who are not scheduled to work on a holiday will be allowed to either work

four (4) additional hours during such time, or use accumulated paid time to equal four (4) hours so they may be eligible for payment of 80 hours.

9. Absences of sick and vacation days taken or occurring on a scheduled 12-hour day shall be counted as 1.5 regular days, for each day off duty. Nurses will be allowed to use five (5) personal days with the option of using four (4) hours of other benefit time to bring the total hours to 12 hours.
10. Employees will be scheduled to work eight (8) hours when they are scheduled to work on a holiday, unless the employee requests to work twelve (12) hours. Said request must be made six weeks prior to the holiday with the mutual agreement of the nurse and supervisor. For the two consecutive holidays, (i.e., Christmas and New Years) occurring in the same pay period, employees may use accrued benefit time to bring them to eight (8) hours.
11. For employees working 12-hour shifts, the weekend is defined as Saturday and Sunday only. The one eight (8) hour shift per pay period may not be scheduled on the weekend except for holidays. The holiday begins 7 a.m. the calendar date of the Holiday and ends 7 a.m. the following day/morning. Available extra weekends off will be rotated among all staff.
12. On those days when eight (8) hour schedules are used, the 7A - 3P shift will be staffed by employees normally assigned to work 7A - 7P; and the 11P - 7A shift will be staffed by employees normally assigned to work 7P to 7A. The 3P - 11P shift will be staffed by the least senior employees from the 7A - 7P - and 7P - 7A shifts, said staffing shall be composed of an equal number from each shift. If any additional nurse is required on the 3P - 11P shift, the remaining least senior employee will be selected.
13. Nurses will not be scheduled to work more than three (3) consecutive shifts or forty-eight (48) hours within a week without mutual agreement between the nurse and supervisor.
14. Three 15-minute paid breaks and one 30-minute lunch period (unpaid) are permitted for 12-hour shift staff.
15. Normal responsibilities of staff such as narcotic counts, nursing care plans, and other duties continue to be responsibility of staff.
16. The above 12-hour program shall continue in full force and effect during the term of the ratified contract agreement between Local 825 and Hurley Medical Center. This agreement in no way attempts to abridge or modify contractual provisions for non-twelve (12) hour shift/every other weekend employees.

LOCAL 825, AFSCME

/s/ Juanita Jefferson

/s/

HURLEY MEDICAL CENTER

/s/ Sue A. Wright

/s/ Charley McClendon

pc: Nursing Services
Payroll
Personnel
Local 825
files

dated: 3/7/88

**LETTER OF UNDERSTANDING
ALTERNATE TWELVE (12) HOUR SHIFTS**

The above parties have agreed to the following provisions for alternate twelve (12) hour shifts:

1. Nurses on the alternate weekend, twelve (12) hour shift will be scheduled six (6) shifts of twelve (12) hours and one (1) shift of eight (8) hours per pay (82 for 80 inclusive of overtime.)

2. Nurses on a twelve (12) hour shift will receive overtime for any hours worked over forty (40) in a week (Monday through Sunday).

3. Employees opting for this schedule shall work the twelve (12) hour schedule unless prior personal, holiday, or vocation hours have been scheduled per unit Head Nurse. The scheduled twelve (12) hour shift shall not be changed to an eight (8) hour shift at the employee's discretion.

4. Employees holding twelve (12) hour positions opting to return to eight (8) hour positions may do so only by transfer to available eight (8) hour positions. Bumping to original pre-12 hour position may occur only at Bump period.

5. Nurses assigned to alternate weekend twelve (12) hour shifts shall receive payment of ½ times any hours worked over forty (40) in a week (and not previously paid) retroactively to 7/1/88. Such "back pay" shall be at then current rates of pay. A list of the affected nurses is attached.

6. The parties concur that the manner in which the matter was resolved shall not establish a practice or set a precedent.

LOCAL 825, AFSCME

/s/ Juanita Jefferson

HURLEY MEDICAL CENTER

/s/ Charley McClendon

/s/ Sue Wright

AGREEMENT

July 16, 1984

The above parties have reached an understanding that should the Medical Center develop a unit or units whereby employees will not be required to clock their own time, it will notify the bargaining unit representative at least one (1) week in advance of such non requirement and the particular area where the affected employees are involved. The parties further understand that any program established, where employees will not be required to clock their own time cards, will be used only as an incentive to encourage employees to want to participate in efforts to offer the best patient care available.

This understanding shall continue in effect until either party negotiate different at the time of regular contract negotiations.

LOCAL 825, AFSCME

/s/ Juanita Jefferson, Chairperson

/s/ Jean C. Frye 7/16/84

/s/ Catherine Catchings

/s/ Eugene S. Guido, Council 25

HURLEY MEDICAL CENTER

/s/ Booker Brown

Dated: 7/16/84

**HURLEY MEDICAL CENTER
LETTER OF UNDERSTANDING
BETWEEN
AFSCME LOCAL 825 AND HURLEY MEDICAL CENTER**

October 27, 1998

RE: Mandatory Overtime Exclusions & Notifications

In the spirit of cooperation the above-mentioned parties agree to the following language/provisions relative to mandatory overtime. The understanding is as follows:

1. Med. LPN's will be allowed to exclude themselves from the requirement of working mandatory overtime five (5) times within any fiscal year.
2. In order to exercise the above option the employee must declare his or her inability to work the mandatory overtime at the time he or she is informed of the need to work mandatory overtime.
3. At least one person may exercise this option on a unit as long as at least three licensed staff members are on duty on that shift.
4. In order to reduce the occurrences of mandatory overtime, all schedules will be reviewed and approved (signed-off on) by the unit's Services Line Administrator before posting. *Service Line Administrators will review the schedules specifically to ensure that they are balanced and to monitor staffing on the units.*
5. Whenever mandatory overtime occurs, the Service Line Administrator must be notified. In the absence of the Service Line Administrator, notification will be to the Administrator On-Call.
6. The above language relates to Article 15 (13) of the agreement between the parties and does not modify or nullify the remaining provisions thereof.
7. This understanding is not considered a precedent and is in full-force and effect during the term of the newly ratified contract between the parties.
8. The parties agree that employees who are working or have worked a voluntary overtime shift within the past 24 hours will not normally be subject to mandatory overtime.

s/s Shirley Briscoe 10/27/98
s/s Bernice Calvin 10/27/98
s/s Ruby Martin 10/27/98
s/s Tom Greverbiehl 10/27/98

s/s Charley McClendon 10/27/98
s/s/ Sue Wright 10/27/98

**SETTLEMENT AGREEMENT
NOVEMBER 16, 1989**

1. Contract Length: July 1, 1989 to June 30, 1991
2. Wages:
Effective July 1, 1989 \$0.32 at every step of wage scale
Effective July 1, 1990 3.0% at every step of wage scale
3. Article 18, Special Holiday - Effective July 1, 1989, add the day after Thanksgiving as a Special Holiday; change Martin Luther King Day to a Special Holiday.
4. Article 19, Personal Days - Agree to permit two year accumulation of personal days up to a maximum of ten.
5. Article 15 (7), Normal Work Week & Overtime

New Paragraph
The weekend schedule (i.e., Friday and Saturday or Saturday and Sunday) for third shift employees shall be at the option of the employee. However, once an option has been selected, the employee shall remain on that schedule for a minimum of six months unless otherwise agreed upon by the employee and management.
6. Article 23, Vacation - Substitute the vacation language in Article 15, Section I, of the RN contract for Section 9.
7. Article 33, Retirement - Revise as required to reflect the new retirement programs. Also, agree to provide the pop-up option under the contributory plan funded by a reduced pension rate.
8. Article 34, Hospitalization - Increase courtesy discount to 65%, effective 7/1/89.
9. Article 36, Optical Insurance - Increase maximum on frames to \$30.00, effective as soon as made available by the carrier.
10. Article 37, Life Insurance - Increase coverages to \$20,000 and \$7,500 for full-time and part-time employees, respectively, upon ratification of membership and Medical Center Board.
11. All previously tentatively agreed upon items.

LOCAL 825, AFSCME

/s/ Juanita Jefferson

/s/ Catherine Catchings

/s/ Glenn E. Marshall

HURLEY MEDICAL CENTER

/s/ Rick Carter

/s/ Charley McClendon

**SETTLEMENT AGREEMENT
SEPTEMBER 19, 1991**

1. Two year contract expiring June 30, 1993.
2. Across the board wage increase:

Effective - August 19, 1991 - 5.0%
Effective - July 6, 1992 - 4.5%
3. Article 14 Step 4(a) New Second Paragraph - The parties agree that they will meet and attempt to resolve any grievance that has been processed to Arbitration or Civil Service pursuant to a request from either party. Such a request must be made in writing within ten (10) days of the notice of intent to arbitrate or appeal before the Flint Civil Service Commission. This meeting will be attended by the Director of Labor Relations or his/her designee, the appropriate Administrator and/or departmental director and by the Local's representative. The grievant may attend such meeting without loss of pay. Additionally, the meeting will be held within twenty-one (21) calendar days of the request to meet.

(b) Add to first sentence: Should the grievance remain unresolved...union.
4. Article 14 (Step 4) (b) Letter of Understanding - The parties agree to meet within sixty (60) days after ratification of the contract to select an ad hoc panel of arbitrators. This panel shall contain no more than five (5) members who will be selected via mutual agreement by the Medical Center and the local representatives. The arbitrators' list will be alphabetized with cases distributed on a rotational basis. Revisions to this list shall be made via mutual agreement between the parties. This understanding shall continue in full force and effect through the term of the newly ratified contract.
5. Article 24(4) Sick Leave - Change one-half (1/2) hour for first shift to one (1) hour for first shift employees.
6. Article 39A3 - Medical service if mutually agreeable language can be developed.
7. Advance Educational Reimbursement - Delete old language, of #1 page 56 add: The employee must agree that they will allow the Medical Center to set aside the number of days based on the cost of such advance tuition and required withholding taxes. The number of days may vary between employees depending on the individual's hourly rate of pay. Remaining portion of letter of understanding to remain the same.

8. Article 24 Sick Leave - Union proposal with employee having the option to cash in sick days in accordance with current formula with language regarding payment like that of Med Tech Organization.

9. Dental and Vision for retirees (like 1603) effective 7-1-91.

Upon retirement members may purchase at their own expense, dental and/or vision insurance via the pension system. Dental coverage shall be the 50%/50% program with the \$850 maximum per person per contract year on Class I, and II and Class III benefits. The vision coverage shall be as is currently offered/provided by this newly negotiated agreement upon ratification.

Members must elect to purchase the dental and/or vision coverage at the time of retirement. Should said member elect not to purchase such coverage(s) at this time, the member may not elect to purchase such coverage(s) at a later time. Should the member elect to purchase such coverage(s) and subsequently drops the coverage(s) the member may not elect to reinstate the coverage(s) at a later time.

10. Article 46, (4), Compensation Regulations - Change language to reflect the Medical Center may change payroll periods to end on Saturday. Those adversely affected on the day of transition (first Sunday of change) may use any accumulated benefit day to ensure full check, but the definition of overtime does not change. Additionally, the Medical Center may offer direct deposit of paychecks to those interested.

11. All previously TA'd items.

LOCAL 825, AFSCME

/s/ Donald Gardner

/s/ Juanita Jefferson

/s/ Rosemary Vernon

HURLEY MEDICAL CENTER

/s/ Charley McClendon

/s/ Sam Blevins

**SETTLEMENT AGREEMENT
SEPTEMBER 27, 1993**

1. Two (2) year contract effective July 1, 1993 through June 30, 1995.
2. Wages
Effective July 1, 1993, 2.5 percent increase at each step of the revised pay scale wherein the 21+ year step is eliminated, see below:

	Med. LPN
1/6 mo.	\$11.654
2/6 mo.	\$11.839
2nd Yr.	\$12.026
3rd Yr.	\$12.413
4th Yr.	\$13.143
5th/10th Yr.	\$13.529
11th/15th Yr.	\$13.759
16+ Year	\$13.996

Effective July 1, 1994, Wage Re-opener

3. Longevity Pay
Effective July 1, 1993, employees in the bargaining unit after completion of 20 years of service, shall receive a 2.5 percent lump sum payment. Said payment shall be based on the employee's straight wage rate and hours paid up to 2080 from fiscal year 92/93. Future lump sum payments shall be paid via a separate check issued the first full pay period in July and shall be calculated by utilizing the wage rate in effect on June 30 and hours paid the preceding fiscal year ending June 30 up to 2080 hours.
4. Article 36, Vision - Increase frame coverage from \$30 to \$50.
5. Emergency First Aid Rider
6. Hospitalization
Open enrollment allowing employee choice:
 - o PPO: No premium co-pay, \$300 inpatient services co-pay.
 - o BC/BS Traditional: Premium co-pay - max = single, \$17.66; double, \$30.50; family, \$41.28; no \$300 inpatient services co-pay.
 - o Health Plus: Premium co-pay - max = single, \$0.00, double, \$24.74; family, \$41.67; no \$300 inpatient services co-pay.
 - o Blue Cross Network: Premium co-pay - max = single, \$4.19; double, \$37.55; family, \$17.00; no \$300 inpatient services co-pay.
7. Article 34, Hospitalization - Effective February 1, 1994, all employees in the bargaining unit who receive the PPO health insurance through the Medical Center will have inserted in their policy a

\$300 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 services, basic television service, or for private rooms when available.

8. Article 6(7), Seniority - Delete the word classification and replace with bargaining unit.
9. Article 41(3), Protective Clothing, Uniforms and Identification - Eliminate entire language relative to ID badges - insert - Identification badges will be issued and worn in accordance with the Medical Center's standard practice.
10. Article 37, Life Insurance - Add to language - Eligible employees (i.e., employees with life insurance through the Medical Center) who are off duty without pay in excess of six (6) months may continue the supplemental portion (only) of their life insurance. The employee shall be responsible for continuing the premium payments.
11. Twelve Hour Shifts - 72 Hours for 72 Hours - The Medical Center is willing to enter into an agreement; i.e., letter of understanding relative to 72 hours for 72 hours. The parties shall meet/confer to develop said letter within 60 days of ratification of contract by both parties.
12. Float Pool for MLPN - Management intends to include MLPN's in the Medical Center's "Float Pool" and continue to work MLPN's PRN as requested/required.
13. Article 23, Vacations - Increase maximum accumulation to three (3) years; e.g., employees earning 11 days with a maximum accumulation of 22, will have a maximum accumulation of 33 days.
14. Include letter of understanding language (chart) of January 28, 1991, regarding new hires/prior experience in appropriate area of contract.
15. Correct list of complexes on page 22 (see attachment).
16. All previously tentative agreed upon items.

LOCAL 825, AFSCME

/s/ Jean Armstrong
/s/ Lorraine Grinnell, Council 25
/s/ Catherine Catchings
/s/ Shirley Briscoe
/s/ Leona Anderson

HURLEY MEDICAL CENTER

/s/ Charley McClendon
/s/ Lisa E. Foster

SETTLEMENT AGREEMENT
AUGUST 24, 1994

The parties agree to one (1) year extension of the current agreement, the result of this modification is a three (3) year contract effective July 1, 1993 through June 30, 1996. The agreement is modified as follows:

1. Across-the-board wage increases:
July 1, 1994 - 3.0%
January 1, 1995 - 2.0%
July 1, 1995 - 2.0%

Employee/members of the bargaining unit after completion of 20 years of service shall receive a lump sum payment i.e. 2.5% - 7/1/94, and 2.5% - 7/1/95. Said payment shall be based on the employee's straight wage rate and hours paid up to 2080 from FY93/94 for the 7-1-94 lump sum, and hours paid up to 2080 from FY94/95 for the 7/1/95 lump sum.

EXAMPLE: Employees rate as of 6/30/95 = \$2.00
7/1/95 increase = 2.5% = \$0.05
Lump sum = \$0.05 x 2080 = \$104.00

2. Effective January 1, 1995 and subject to final approval by the Federal government, employee pension contributions will be paid in pre-tax dollars.
3. The Medical Center will pursue the necessary approvals (IRS Section 125) to offer to buy back Healthcare Insurance (effective January 1, 1996) from employees who do not choose to enroll in a hospitalization program offered by the Medical Center. Employees will receive \$45.00 per pay period taxable income in exchange for choosing no healthcare 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.

LOCAL 825, AFSCME

HURLEY MEDICAL CENTER

/s/ Catherine Catchings
/s/ Lorraine Grinnell, Council 25

/s/ Charley McClendon
/s/

SETTLEMENT AGREEMENT
SEPTEMBER 25, 1996

1. Two (2) year contract effective July 1, 1996 through June 30, 1998.
2. Effective July 1, 1996, 2.0% increase at each step of pay scale.
3. Effective July 1, 1997, 2.0% increase at each step of pay scale.
4. Article 25 Sick and Accident - Employees will be allowed the option of using one (1) sick day when on sick and accident, per week, and such payment will be made on regular pay days which occur during the period the employee is drawing sick and accident benefits. To utilize this option, the employee must submit a leave form according to normal procedures.
5. Article 34 Hospitalization Insurance - Effective January 1, 1997, all employees in the bargaining unit who receive the PPO health insurance through the Medical Center will have inserted in their policy a \$500.00 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., (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.
6. Mandatory Overtime - See attachment.
7. The parties may by mutual agreement expand the offering of alternate hospitalization plans subsequent to ratification of the contract.
8. Employees with a status of Pt2 may purchase hospitalization insurance effective January 1, 1997.
 - a. Costs will be Hurley's current premiums and adjusted periodically based on changes in the premium rates.
 - b. Pending necessary Section 125 approvals, employees' premiums will be made in pre-tax dollars.
 - c. Employees will pay for insurance through payroll deduction. If earnings are insufficient to cover premiums, the shortage will go into arrears. The Medical Center may then bill the employee. If payment is not made by the due date on the bill, the insurance will be canceled and insurance cannot be re-purchased until the next open enrollment period.
9. Choice of Blue Cross Traditional, Blue Cross PPO, or other hospitalization insurance (if offered to current employees) for eligible retiree's (current and future). Retirees allowed to opt for coverage during open enrollment each year.

10. Any additional benefits, i.e., Pap smear/Mammogram rider is paid for via appropriate deduction from the base wage rate(s), i.e., one (1) cent per hour across-the-board.
11. All other previously tentative agreement items.

<u>s/s Lorraine Grinnell</u>	<u>09/25/96</u>
<u>s/s Shirley Briscoe</u>	<u>09/25/96</u>
<u>s/s Bernice Calvin</u>	<u>09/25/96</u>
<u>s/s Ruby Martin</u>	<u>09/25/96</u>

<u>s/s Charley McClendon</u>	<u>09/25/96</u>
<u>s/s Sue Wright</u>	<u>09/25/96</u>
<u>s/s/ Brenda Hardy</u>	<u>09/25/96</u>

**SETTLEMENT AGREEMENT
OCTOBER 27, 1998**

1. Three (3) year contract effective July 1, 1998 through June 30, 2001.
2. Wages: a. Effective July 1, 1998 - 3.0% across-the-board increase
 2. Effective January 1, 1999 - 1.0% across-the-board increase
 3. Effective July 1, 1999 - 3.0% across-the-board increase
 4. Effective July 1, 2000 - 3.0% across-the-board increase
1. Article 9. Union Bulletin Boards - Paragraph 2, delete and will post the notices on the bulletin board. (Tentatively agreed 09/21/98)
2. Part-time Employees - Part-time employees who work an average of 70 hours a pay over six consecutive pay periods will be entitled to be status changed to full time.
3. Article 33 - Retirement - Add the following: 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 Programs, 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. (Tentatively agreed 09/21/98)
4. Article 34 - Hospitalization Insurance - Effective January 1, 1999, all employees in the bargaining unit who receive health insurance through the Medical Center will have inserted in their policy a \$300.00 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., (GLS region.) Members and their covered spouses/dependents who are inpatients at Hurley Medical Center will not be charged additional fees for basic telephone, basic television service or for private rooms when available.
5. Add "mammogram and pap rider" to traditional and HMO insurances with the cost covered by increase in premiums paid by employee over the PPO rate.
6. Article 41. #3. Protective Clothing, Uniforms and Identification - new sentence: When the system is operational, employees will use the automated time and attendance system. (Tentatively agreed 09/21/98)
7. Section 27. Emergency Leave Policy - add the following language: Employees will be required to submit documentation supporting request for all Emergency and Bereavement Leaves. Required documentation is described below:

1. Emergency Leave for Critical Illness: Forms to document critical illness in the immediate family are available in the Human Resources Office and in the Nursing Office.
 2. Emergency Leave for House Fire: A report of the fire from the local Fire Department is required.
 3. Immediate Family Bereavement Leave: Any of the following documents will be accepted as long as they include the date of death: (If additional travel time is requested, documentation of the location of the funeral must be included.)
 1. Obituary with the name of the employee included
 2. Statement from Funeral Director acknowledging attendance at funeral or memorial service
 3. Memorial Service Program or Card
 4. Other Close Family Bereavement Leave: Any of the following documents will be accepted as long as they include the date of the funeral or memorial service:
 1. Obituary with the name of the employee included
 2. Statement from Funeral Director acknowledging attendance at funeral or memorial service
 3. Memorial Service Program or Card
 (Tentatively agreed 09/21/98)
8. **Mandatory Overtime:** Notice to work overtime should be given to the individual employee no later than one (1) hour before the start of the required mandatory overtime hours to be worked, e.g., 6:30 a.m., 2:30 p.m., 10:30 p.m. In situations where the one-hour notice is not given, the employee will not be required to perform the overtime work or will be compensated at double time if the work is performed. The exceptions to this paragraph are situations involving staffing emergencies called by Nursing Administration, a late call-off, or a no-call/no-show on the affected unit. Unless there is a declared emergency by Administration or Nursing, employees who are working voluntary overtime will not be required to work additional mandatory hours. This is offered in exchange for Management's proposal on MOT exclusions. (See attachment)
 9. Same AFLAC agreement as between the Medical Center and the RN and RPh's of HMC, i.e., regarding payroll deduction and pretax dollars.
 10. Accrued sick leave time may be utilized in two (2) hour increments, i.e., in accordance with contractual provisions and HMC policy.
 11. Overtime Cancellation: - Employees will have the ability to cancel "employee requested" prescheduled voluntary overtime within twelve (12) hours of said overtime without it being counted against them.
 12. Article 27. Emergency Leave: - PT3 (30 hours and more part-time employees) receive Critical Illness and Bereavement leave on a pro-rata basis, effective January 1, 1999.
 13. All other previously agreed upon items.

Local 825	Dated
<u>s/s Shirley Briscoe</u>	<u>10/27/98</u>
<u>s/s Bernice Calvin</u>	<u>10/27/98</u>
<u>s/s Ruby Martin</u>	<u>10/27/98</u>
<u>s/s Tom Greyerbiehl</u>	<u>10/27/98</u>

Hurley Medical Center	Dated
<u>s/s Charley McClendon</u>	<u>10/27/98</u>
<u>s/s Sue Wright</u>	<u>10/27/98</u>

**HURLEY MEDICAL CENTER
SETTLEMENT AGREEMENT
BETWEEN
AFSCME LOCAL 825 AND HURLEY MEDICAL CENTER**

November 1, 2001

1. Two-year contract effective 7/1/01, through 6/30/03.
2. Wages, Effective 7/1/01, 3.0% across-the-board increase
Effective 7/1/02, 3.0% across-the-board increase
3. Mandatory Overtime – As proposed on 10/8/01, also delete current fourth paragraph under “Mandatory Overtime.”
4. Effective January 1, 2002, new retirees will have a \$50.00 increase in their monthly cap for post retirement health care, i.e., (\$250.00 & \$150.00.)
5. Sick and Accident Plan – Maximum Benefit Period – Clarify language to reflect \$250.00 rather \$200.00 cap.
6. Article 31 – Educational Courses: Increase educational reimbursement for full time and eligible part time employees by \$200.00 over two years, effective July 1, 2002.
7. Successorship clause as previously negotiated.
8. Article 27-Bereavement Leave – Add son-in-law and daughter-in-law to language as immediate family.
9. All previously agreed upon items.

AFSCME LOCAL 825

HURLEY MEDICAL CENTER

Shirley Briscoe 11/01/01

Charley McClendon 11/01/01

Bernice Calvin 11/01/01

Sue Wright 11/01/01

Ruby Martin 11/01/01

Melany Gavalic 11/01/01

Tom Greyerbiehl 11/01/01

Brenda Hardy 11/01/01

**SETTLEMENT AGREEMENT
BETWEEN
AFSCME LOCAL 825 AND HURLEY MEDICAL CENTER
January 28, 2004**

1. One (1) year contract effective 7/1/03 through 6/30/04.
2. Wages – 2% across-the-board increase effective 7/1/03.
3. \$50/mo increase in post-retirement health care cap, i.e. to \$300/\$200, for those employees who retire on or after June 1, 2004.
4. Flexible Benefits through TASC – The parties agree to a one-year trial period for offering flexible benefits to the members of the Union through TASC. The provisions of the trial period are listed below:
 1. The Plan Year for the trial period will begin June 1, 2004 and shall not continue past twelve (12) months without the written agreement of the Union and the Medical “Center”.
 2. During the one-year trial period, employees will be eligible for a Dependent Care Flexible Spending Account up to \$5,000 administered through TASC, subject to all of the rules and regulations governing IRS Section 125 Flexible Benefit Programs.
 3. During the one-year trial period, employees will be eligible for a Medical Flexible Spending Account up to \$1,200 administered through TASC, subject to all of the rules and regulations governing IRS Section Flexible Benefit Programs.
 4. The parties to this agreement have selected the Debit Card Option offered by TASC.
 5. Participants in the Program authorize the Medical Center to deduct the per member per month administrative fee charged by TASC.
5. The Medical Center and the union agree to create, on a trial basis, a new status in the bargaining unit called “The Per Diem status is created with the intent to expand the number of part-time employees who are available on an “as needed” basis. The parties to this agreement intend for the creation of Per Diem employees to reduce the need for mandatory overtime and agency usage.

The trial period for this Per Diem agreement is from the date of implementation of the new contract through June 30, 2004. If either party wishes to end the trial period after June 30, 2004, notification shall be given to the other party by June 1, 2004. After the trial period, no new Per Diem employees will be hired by the Medical Center without mutual agreement to continue or modify the program.

Should the trial period end without an agreement for extension; however, anyone who has already hired into the Per Diem status during the trial period may retain this status, subject to other provisions of the labor contract (seniority, layoff, displacement, etc.).

The parties agree that the Per Diem status employees:

- A. Will receive a 28% premium on top of their regular hourly contractual base wage rate.
- B. Will normally work less than 80 hours in a 4-week schedule.
- C. Will normally be required to work no more than two shifts in a 4-week schedule.
- D. Will receive all benefits of a regular less than 30 hour employee except there will be no emergency call-in nor compensatory time for working during inclement weather. (Emergency leave without pay is provided and time and one half will be paid when the holiday is worked.)
- E. Will have as their home unit the Float Pool.
- F. Will not be allowed to work more than five shifts per pay period.
- G. MLPN's must have two years of hospital experience (i.e., equivalent to full time experience).

Additionally, the parties agree that:

- H. The Medical Center is under no obligation to schedule or work Per Diem employees other than the required two shifts per 4-week schedule.
- I. The Medical Center reserves the right to hire or not to hire any MLPN into the pool, fully taking into account:
 - 1. The individual skills and abilities of the MLPN in relation to the Medical Center's specific needs at the time.
 - 2. The availability of the individual MLPN to work in relation to the Medical Center's specific needs at the time.
 - 3. The current financial conditions of the Medical Center.
- J. The Medical Center agrees that they will not hire more Per Diem status employees than 10% of the bargaining unit membership, calculated at the time of hire.

6. Add new language where appropriate:

When employees volunteer to work overtime and a "stretch" is created, consecutive day overtime isn't paid, when the overtime creating the stretch has been worked on a unit other than their home unit.

UNIT CLOSING/STAFF REDUCTION: If for any reason, there is a permanent reduction of staff on a unit, which results in a re-assignment (s), the affected LPN on such a unit shall submit in writing, a list of three (3) other assignments in order of their preference to the Nursing Office. Management reserves the right to place the nurse in one of these three (3) areas, but shall make every effort to place the nurse in their area of first preference. Such nurses shall remain scheduled on their original shift. In cases of conflict of assignment, seniority will prevail.

7. RE: Article 39 1 (I) Medical Service

Revise as follows:

At the time of hiring, all prospective employees will receive a physical examination/assessment by a licensed physician at the Medical Center's expense or they may obtain the Medical Center's physical examination/assessment form and have it completed by their own licensed physician at their own expense. Such physical examination/assessment will include the following laboratory tests:

- Serological Study
- Urinalysis
- Screening TB test

Delete:

- Large chest xray
- CBC

Add:

Any other tests required and performed by the Medical Center will be at the Medical Center's expense.

(2) Delete "or when an employee is continued in employment beyond age sixty-five (65)"

(3) Delete first sentence.

Revise second sentence by - deleting "large chest x-ray and",

Delete "x-ray and"

Delete reference to "isolation".

8. Request for Days Off
Add to Article 15 as mutually agreed:

In accordance with Management's rights to schedule/direct its work force, the Medical Center will endeavor to accommodate an MLPN's request for specific "scheduled day-off" on the next schedule prior to the posting of said schedule.

Said request must be submitted in written form a minimum of two weeks prior to the posting of the schedule.

9. P.E.O.P.L.E. CHECKOFF:

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deduction have been made and the amount deducted during the period covered by remittance.

/s/ Ruby Martin 1/28/04
AFSCME Local 825 Date

/s/ Bernice Calvin 1/28/04
AFSCME Local 825 Date

/s/ Larry Elliott 1/28/04
AFSCME 825 Date

/s/ Tom Greyerbieh 1/28/04
AFSCME Local 825 Date

/s/ Jay C. Kitson 1/28/04
Hurley Medical Center Date

/s/ Charley McClendon 1/28/04
Hurley Medical Center Date

/s/ Karen Curtiss 1/28/04
Hurley Medical Center Date

HURLEY MEDICAL CENTER
 COMPENSATION SCHEDULE
 AFSCME LOCAL 825
 EFFECTIVE 7/01/03

	1/6MOS	2/6MOS	2YR	3YR	4YR	5YR	11/15YR	16YR+
PRACTICAL NURSE	14.6075	14.8274	15.0620	15.5315	16.4540	16.9375	17.2141	17.5174
LICENSED PRACTICAL NURSE	14.9732	15.1905	15.4224	15.8892	16.8297	17.3153	17.5842	17.8926
L.P.N. MED I	15.2346	15.4661	15.7048	16.2029	17.1536	17.6650	17.9418	18.2570
L.P.N. MED II	15.5056	15.7515	16.0009	16.5156	17.4875	18.0021	18.3078	18.6242

2% effective 7/01/03