

C.T.V.S Clinic

Cardiothoracic, Vascular, and Surgeon's Clinic

Agreement

Between



And



Local 459

Effective 4/15/17 through 4/30/2020

TABLE OF CONTENTS

| <u>Article</u> | <u>Page Number</u> |
|---|--------------------|
| Article 01 Recognition | 2 |
| Article 02 Management Rights | 2 |
| Article 03 Dues Deductions | 3 |
| Article 04 Stewards | 3 |
| Article 05 Bargaining Committee | 4 |
| Article 06 Union Access | 4 |
| Article 07 Grievance Procedure..... | 4 |
| Article 08 Probationary Period | 7 |
| Article 09 Seniority..... | 7 |
| Article 10 Loss of Seniority | 8 |
| Article 11 Corrective Action..... | 8 |
| Article 12 Benefits | 9 |
| Article 13 Retirement Program | 10 |
| Article 14 Paid Time Off (PTO)..... | 10 |
| Article 15 Holidays | 11 |
| Article 16 Wages..... | 11 |
| Article 17 No Strike / No Lockout | 12 |
| Article 18 Severability and Savings Clause..... | 12 |
| Article 19 Copies of Agreement..... | 13 |
| Article 20 Duration | 13 |

This agreement, entered into this April 15, 2017, by and between the Board of Trustees of Michigan Affiliated Healthcare System, Inc., d/b/a Ingham Regional Medical Center, Greenlawn and Pennsylvania Campuses, a Michigan non-profit corporation in Lansing, Michigan, hereinafter referred to as the "Employer" or "Hospital" or "Medical Center" or "MGL" or "Ingham" and the Office & Professional Employees International Union, AFL-CIO, Local 459, hereinafter referred to as the "Union".

ARTICLE 1: RECOGNITION

For the purpose of collective bargaining with respect to rates of pay, wages or salary, hours of work and other terms and conditions of employment, the Employer recognizes Office and Professionals International Union Local 459 ("Union") as the exclusive bargaining representative for a unit of all regular full-time employees (defined as being regularly scheduled 70 to 80 hours per pay period) and regular part-time employees (defined as being regularly scheduled 40 to 69 hours per pay period) in the classifications listed below employed at the following clinic:

McLaren Greater Lansing Cardiothoracic and Vascular Surgeons
405 W. Greenlawn Ave.
Lansing, MI 48910

The job titles included in the bargaining unit are: Medical Assistants, Medical Assistant/Receptionist; Receptionist; Scheduling Referral Coordinators and Clinic Registered Nurses.

All other employees are excluded from the bargaining unit.

ARTICLE 2: MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to operate and manage the Clinic including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments, job locations and working schedules; to determine the materials and equipment to be used; to implement new operational methods and procedures; to subcontract any or all positions covered by this agreement; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to award employees for exceptional performance; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause, provided, however, the Employer reserves the right to discharge any employee deemed to be incompetent based upon reasonably related established job criteria; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; to promulgate work rules, regulations and personnel policies, including but not limited to; absenteeism, tardiness, discipline, grooming standards, appearance and dress, time off, drug and alcohol testing, performance evaluations, light duty, food service hours, parking, use the Employer's and personal radios, telephones, computers, and other personal communications devices; pay procedures, union steward and officer privileges (such as union leave and access to facilities, etc.); and smoking, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

The employer retains all the rights, powers, functions, and authority which it had prior to the signing of this Agreement, regardless whether exercised and regardless of the frequency or infrequency of their exercise, including those with respect to wages, hours, and working conditions, except as those rights, powers, functions, or authority that are expressly and specifically abridged, modified, or limited by this Agreement, and then only to the extent so specifically and expressly abridged, modified, or limited.

All matters not covered by the specific language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 3: DUES DEDUCTIONS

- a. The Employer agrees to deduct from the earnings of all employees covered by this agreement, that choose to become members and or pay dues, initiation fees and dues for the Office & Professional Employees International Union, Local 459, AFL-CIO and CLC.
- b. Commencing the first full month after completion of the probationary period, an initiation fee and Union dues shall be deducted from said employee's earnings. The initiation fee owed, if any, shall be deducted from the first paycheck of the month and dues shall be split between the twenty-six paychecks during the year.
- c. The Union shall, thirty (30) days in advance of the start of each Employer Fiscal Year, give written notification to the Human Resources Department of the amounts of initiation fees and monthly dues for the Union. The amount of deductions for these dues shall not be subject to change during the entire Employer Fiscal Year except upon the Union providing the Human Resources Department with thirty (30) day notice of such change. It is understood that the Employer can reasonably accomplish such change twice in any one (1) fiscal year. Additional changes beyond said two (2) are subject to mutual agreement.
- d. All fees and dues so deducted from the wages of bargaining unit employees shall be sent to the Union Secretary-Treasurer. Dues shall be remitted monthly under procedures established by the Employer.
- e. The Union shall refund to the employee dues erroneously deducted by the Employer and paid to the Union.
- f. The Union agrees to indemnify and hold harmless the Employer for any and all costs, attorney fees and/or damages which may be incurred by and/or assessed against the Employer by any court or administrative agency as a result of any lawsuit, administrative claim or charge, or other action brought against the Employer as a direct or indirect consequence of the Employer's reasonable attempt to comply with this article.

ARTICLE 4: STEWARDS

- a. The Employer agrees to recognize one (1) current seniority bargaining unit employee selected or elected by the Union as steward to function in a representative capacity for the purpose of processing grievances under the grievance procedure as established in this Agreement.
- b. The Union agrees to advise the Employer in writing of the name of its steward before recognition of the steward is required.
- c. When it is necessary for a recognized Union steward to leave his/her work area to handle a grievance in accordance with the grievance procedure, such steward shall request permission to leave the job from management. Management will arrange to release the steward without unreasonable delay. Delaying or refusing said release in order to maintain the highest level of patient/customer care and service shall not be considered an unreasonable delay. The parties agree that the release of stewards shall not disrupt the orderly operations of the Employer. Once released, the steward will devote his/her time to properly handling the grievance and shall return to the job as promptly as possible and, upon return, shall report to the manager or supervisor in charge. The steward shall not abuse such release time and will not be paid by the Employer for said time. In order to enable the Employer to organize patient service and work, no Union steward shall be permitted to leave work during the first hour of any shift for grievance purposes,

except in situations of mutually agreeable emergency, or an employee discharge occurring within that time period, upon the employee's request for representation.

- d. All grievance handling activities performed by a steward during scheduled working hours, and after release approval by a supervisor, shall be with loss of pay.
- e. No other Union related activity shall be carried out on the Employer's premises during scheduled work time, unless authorized by the manager. All contacts with bargaining unit members by any steward regarding grievance handling and other Union related activity, must occur during the non-work time of the bargaining unit employees. The investigation and processing of grievances by the steward or Union shall not disrupt the operations of the Employer.

ARTICLE 5: BARGAINING COMMITTEE

- a. For the sole purpose of negotiating any modification to this Agreement at the end of the term of this Agreement, the Employer agrees to recognize the Union's bargaining team consisting of one (1) bargaining unit employee elected by the employees. Names of employees so elected shall be submitted to the Employer in writing by the Union.
- b. The Employer agrees to release the elected member of the bargaining committee for scheduled bargaining sessions subject to operational needs. If it is necessary to withhold the release of a committee member, the Union reserves the right to cancel the bargaining session.
- c. Bargaining committee members will not be paid by the Employer for the time spent in bargaining sessions.
- d. The bargaining committee member is expected to return to work if negotiations are ended before the bargaining committee member's scheduled quit time unless this requirement is waived by mutual agreement of the parties.

ARTICLE 6: UNION ACCESS

It is agreed that OPEIU Local 459 officials, in the administration of this contract, shall have access to non-patient care areas with permission and prior notice to department management. The Employer may limit Local 459 officials' access in patient care areas except where access is required due to the investigation of a grievance or site visit in the presentation of an Arbitration. Access shall not be unreasonably denied and all requests shall be answered promptly.

ARTICLE 7: GRIEVANCE PROCEDURE

For the purposes of this Agreement, a grievance shall be defined as a complaint or dispute by an employee or employees covered by this Agreement arising during the term of this Agreement concerning the application and/or interpretation of a provision of this Agreement.

- a. Grievance Procedure:

Discussion: When an employee and an immediate manager have a dispute concerning the application and/or interpretation of a provision of this Agreement, both are encouraged to resolve it through discussion, with or without the employee's steward present (at the employee's option). Any satisfactory resolution must be in compliance with this Agreement and with current policies. Settlement reached at the Discussion stage is non-precedent setting. If no satisfactory resolution is achieved or if the employee chooses to go straight to step one, the dispute may be reduced to a written grievance and formally processed according to the following steps:

Step One: Within seven (7) calendar days of the time an employee or group of employees knew or should reasonably have known of the alleged contract violation, the employee or group of employees must submit his/her/their written grievance to his/her manager or designee in charge. The grievance must be submitted on a grievance form provided by the Union and shall name the employee(s) involved, state the facts giving rise to the grievance including the date of the alleged violation, identify the provisions of this Agreement alleged to be violated, specify the relief requested, and shall be signed by the employee(s). The manager or their designee shall meet with the Grievant within seven (7) working days of receipt of the grievance. At the employee's option, a steward may attend a meeting regarding such grievance. The manager or the manager's designee, whichever is applicable, shall provide the employee an answer in writing no later than seven (7) working days after the meeting. An employee shall have the right to settle or withdraw the grievance without prejudice. Any resolution of the grievance must be consistent with this Agreement. Settlement reached at Step One is non-precedent setting.

Step Two: If the grievance is not satisfactorily resolved in Step One, the grievance shall be appealed to the Human Resources Department by submitting the grievance in person or by email within five (5) working days after receipt of the answer in Step One. The appeal shall be in writing and signed by the Grievant and the Steward (or Service Representative) and it shall specify the basis of the appeal. Within ten (10) working days after receipt of the appeal, a Human Resources Representative will meet with the Grievant, the Steward, and the Union Service Representative providing said representative elects to attend. A Human Resources Representative shall provide a written answer to the grievance within ten (10) working days after the meeting. Multiple grievances involving an identical issue may be considered together at Step Two by mutual agreement of the parties.

Step Three: Notice of Arbitration: If the grievance is not satisfactorily resolved at Step Two, and if the Union is not explicitly barred from arbitrating the grievance by provisions of this Agreement, the Union may request arbitration by notifying the Vice President of Human Resources or designee in writing and shall do so within thirty (30) calendar days after receipt of the Step Two answer.

- b. **Policy and Discharge Grievances:** If the grievance concerns the bargaining unit as a whole or the discharge of a seniority employee the Union may file a grievance in writing (as outlined in Step 1 above) with the Human Resources Department within seven (7) working days of the time it knew or reasonably should have known of the alleged contract violation or the actual date of the employer action. Discharge grievances must be signed by the discharged employee. Grievances filed under this Section shall be processed in accordance with Step 2.
- c. **Selection of Arbitrator:** If a timely request for arbitration is filed with the Employer, and if the Union is not explicitly barred from arbitrating the grievance by provisions of this Agreement, the following process shall be used to select an arbitrator. The arbitrator will be selected from the following panel of arbitrators:

Mario Chiesa
Peter Jason
Patrick McDonald
Kathleen Opperwahl

The selection of the arbitrator shall be on a rotating basis, starting with the first listed arbitrator, as each case is presented for arbitration. If the arbitrator does not have any dates available within six (6) months of the date the Union contacts the arbitrator, the arbitrator may be skipped on the list and he/she will be the first choice for the next arbitration scheduled. In the event that an arbitrator on the panel becomes perpetually unavailable, the parties agree they will replace the arbitrator with another mutually acceptable arbitrator.

- e. **Fees:** The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

- f. Arbitrators Jurisdiction: The jurisdiction of the Arbitrator shall be limited to grievances arising out of the interpretation or application of the Agreement or any written amendments or supplements hereto. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement or supplements hereto, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto or to exercise any of their functions or responsibilities. He/she shall have no power to establish wage scales or change any base wage rate. He/she shall not have the power to rule or decide questions relative to any Employee Benefit Plan, including but not limited to health care, retirement, etc. or to rule or decide questions of health and safety. A seniority employee may grieve a discipline. If the grievance concerns matters not so within the jurisdiction of arbitration, it shall be returned to the parties without decision.

The Arbitrator is to issue his/her Award within thirty (30) days of the close of the hearing, unless mutually extended by the parties. It is agreed an Award will not be invalid due to late issuance.

The award of the arbitrator shall not be retro-active any earlier than the pay period immediately preceding the date the grievance was first filed in writing except that any award of back wages concerning discharge or disciplinary suspension shall commence from the date of the discharge or disciplinary suspension. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at her/his regular rate, less any unemployment compensation or other compensation for personal services that the employee may have received from any source during the period of back pay, except earnings that would have otherwise been earned. (E.g. second job already held by Grievant at time of discipline and then credited to the hours and rate of pay held at time of discipline). No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Union, its members, the employee or employees involved, and the Employer, unless rendered outside the scope of his/her authority.

- g. Arbitration Hearing: The Employer and Union will cooperate to ensure the right of either party to adequately prepare or present their positions at the arbitration hearing. However, any witnesses who may be requested by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of testimony (direct or rebuttal if required), the witness shall be excused to return to work.
- h. Combination of Grievance: Multiple grievances involving an identical issue may be presented at an arbitration hearing by mutual agreement of the parties.
- i. Time Limitations: Any grievance not filed within the time limits will be deemed waived. Any grievance not advanced to the next step within the prescribed time limits shall be considered abandoned. Any grievance not answered within the prescribed time limits shall advance to the next Step including arbitration upon notice of appeal from the Union. Time limits may be mutually extended by the Employer and the Union in writing; then the new date shall prevail. For purpose of this article, working days shall be Monday through Friday, excluding Employer recognized holidays.
- j. Release Time: Not more than one (1) steward shall be excused from work to attend the hearing other than to serve as a witness. The Union may request the presence of other employees to appear at the hearing as witnesses. The Union shall give the Employer at least ten (10) working days advance notice of the names of the bargaining unit employees, including steward(s), the Union requests to be released from work to appear at the arbitration hearing. Employees who are released to attend an arbitration hearing will not be paid for time spent at the hearing.

- k. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement, shall not be processed to arbitration unless this Agreement is extended by mutual agreement of the parties. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- l. Any grievance for which there is another specific remedy, procedure or forum, exclusive of the NLRB, can be grieved and processed up through Step Two of the grievance procedure but cannot proceed to arbitration.
- m. All grievances shall be arbitrated by the arbitrator in accordance with the voluntary Labor Arbitration Rules of the American Arbitration Association.
- n. Any agreement reached between the Employer and Union representative(s) is binding on all employees affected and cannot be changed by any individual. No settlement of a grievance shall be made which is inconsistent with any of the provisions of this Agreement.
- o. The Union and the Employer agree to cooperate with one another in efforts to ensure the most efficient operations that meet the highest standards for patient safety and quality of care. The parties agree to act at all times in such a manner as to assure proper dignity and respect for each other.

ARTICLE 8: PROBATIONARY PERIOD

- a. The probationary period for newly hired employees, assigned within the bargaining unit, shall be ninety (90) days for full and part-time employees. During the probationary period, the Employer shall have the sole right to discharge, discipline, transfer, or layoff said employees for any reason without regard to any provision of this Agreement and no grievance is to be filed with respect to any of these actions. There shall be no seniority among probationary employees.
- b. To offer feedback to newly hired employees, the Employer reserves the right to periodically evaluate said employees during the probation period. The Employer shall not be prevented from taking personnel action against a probationary employee regardless of whether or not the issue was addressed by a written evaluation. Probationary employees, who leave the employ of the Employer and are subsequently re-hired, shall begin a new probationary period.
- c. A probationary employee shall have no seniority until she/he has completed her/his probationary period. Upon completion of the probationary period, she/he will be credited with seniority from the first date of hire and will be so entered on the seniority list.
- d. Upon the signing of this Agreement, the Employer and the Union will initial an up-to-date seniority list. The Employer shall also make a copy of the seniority list available to employees for thirty (30) calendar days. Any corrections therein must be requested, in writing, within thirty (30) calendar days after the list is provided to the Union; if not so requested, the list shall become final at the end of such period. In no event shall the Employer be required to pay back-pay by reason of the correction of an error on such list. Thereafter, a seniority list will be provided to the Union every six (6) months.
- e. Temporary employees and casual employees shall have no seniority. If hired on a permanent basis, said employees shall have his/her seniority calculated from their date of hire as a permanent employee upon successful completion of the probationary period.

ARTICLE 9: SENIORITY

- a. For all employees in the bargaining unit on the effective date of this Agreement, seniority shall be defined as an employee's original date of hire with the Employer effective upon completion of the probationary period.
- b. For all employees who enter the bargaining unit after the effective date of this Agreement, seniority shall be defined as the current date of hire or transfer into a classification covered by the Agreement commencing upon completion of the probationary period.
- c. A bargaining unit employee who transfers from one classification or location to another within the bargaining unit shall maintain his/her bargaining unit seniority.
- d. A bargaining unit employee who leaves the bargaining unit by taking a non-bargaining unit position with the Employer shall retain his/her bargaining unit seniority if he/she returns to a bargaining unit position within nine (9) months.

ARTICLE 10: LOSS OF SENIORITY

An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

- a. The employee quits or retires.
- b. The employee is terminated in accordance with this Agreement or discharged for just cause.
- c. The employee is absent for three (3) consecutive working days without notifying the Employer, unless the employee's failure to notify the Employer is due to extenuating circumstances satisfactory to the Employer.
- d. The employee fails to report to work on a required date for return from an approved leave of absence, vacation, or disciplinary suspension, unless the failure to return to work is for extenuating circumstances satisfactory to the Employer.
- e. Loss of seniority for reasons listed in (c) and (d) above requires review by Human Resources and is subject to the grievance procedure.
- f. The employee is on a non-workers' compensation disability leave for a period of twelve (12) consecutive months.
- g. Any other reason for termination that is outlined in the Employer's policies.

ARTICLE 11: CORRECTIVE ACTION

- a. The parties recognize the unique characteristics of the Employer and the importance of maintaining a high standard of conduct among all employees. If the Employer has reason to formally discipline a seniority employee, it shall be done in an area away from other employees, patients, or the public, unless unreasonable circumstances do not permit.
- b. Corrective action has been established to provide progressive disciplinary guidelines when employees fail to meet the Employer's standards, policies, or procedures. Progressive discipline may be used with the intent of correcting inappropriate conduct which occurs while on the job or on the Employer's property or at the Employer sponsored employee events. Progressive discipline may also be used to correct job performance deficiencies.
- c. The Employer will discipline seniority employees for just cause. Progressive discipline may be issued at an appropriate level based on the circumstances surrounding the infraction, the nature and severity of the offense, the employee's past record and previous history of discipline. Generally, depending on these factors, each infraction builds upon the last one committed and the employee progresses to the next step of corrective action with each succeeding offense. Discipline generally becomes more severe as violations continue to occur.

d. Progressive Discipline Steps: The following steps represent the sequence of disciplinary action for most types of violations. When the nature of the violation warrants it, the sequence may be initiated at an advanced step up to and including termination.

| | |
|--------|--|
| Step 1 | Written Record of a Verbal Warning |
| Step 2 | Written Warning |
| Step 3 | Written Warning with or without suspension |
| Step 4 | Termination |

e. In determining the form of discipline, the Employer shall give consideration to:

1. Past performance and length of employment with the employer;
2. Consistency with discipline in similar situations;
3. The corrective effect of the level of discipline on the employee;
4. The severity of the situation, actual or potential;
5. The intent of the employee's action (e.g. deliberate, willful, or malicious as compared to a mistake or inadvertence);
6. Any other factor deemed relevant by the Employer.

f. The Employer will notify the Union Service Representative either in writing, via fax, e-mail or voice mail of a suspension or termination by the end of that shift, if possible, otherwise within forty-eight (48) hours of the suspension or termination. Failure to timely notify will in no manner adversely affect or impact the merit of the suspension or termination.

g. The seniority employee will be given a copy of the discipline, which shall cite the reason for the disciplinary action.

h. During an investigation that could result in discipline, an employee shall have the right to have his/her steward present if the employee reasonably believes that his/her statement may lead to disciplinary action. If such request is made, then before an employee is required to make any statements pertaining to his/her possible misconduct, the employee shall have the opportunity to discuss the matter first with his/her steward.

i. In taking disciplinary action, the Employer shall not take into account any incidents which occurred more than twelve (12) months previously from the date of the current incident but can review an employee's entire work history to assist in assessing the potential mitigation of penalty at the termination step. Any period in which the employee is on an approved leave of absence in excess of thirty (30) calendar days shall not count as service time for purposes of defining the period during which corrective actions remain active.

j. The Employer shall issue any discipline within twenty-one (21) calendar days of Management becoming aware of the event(s) leading up to the discipline, except in extenuating circumstances including but not limited to the employee and/or a witness on leave, vacation or other unavailability.

k. All disciplinary action shall be subject to the grievance procedure, however, written record of a verbal warning shall not be subject to arbitration.

ARTICLE: 12 BENEFITS

The Employer will provide benefits through a flexible benefit program, MyChoice, to eligible bargaining unit employees on the same basis provided to non-bargaining unit hourly employees who are enrolled in clinic benefits in clinics managed by McLaren Medical Group. The phrase on the same basis includes but is not limited to the same plan design, including co-pays, deductibles and co-insurance, the same percentage contribution toward premiums, the same carrier, the same administrative policies including

eligibility, the medication (pharmacy) network, and the same policies governing commencement and termination of insurance. If the Employer changes the plan design, including but not limited to co-pays, deductibles and co-insurance, the percentage contribution toward premiums, the carrier, the medication (pharmacy) network, the administrative policies of the policies governing commencement and termination of insurance, it will give the Union notice as soon as practicable.

The MyChoice program presently includes health, dental and vision insurance, life insurance, short term disability insurance, and long term disability insurance on a self-payment basis.

The provisions of this section are only subject to the Grievance and Arbitration procedure to the extent of an arbitrator determining whether the Employer has provided healthcare coverage to bargaining unit employees on the same basis as it has provided to its non-bargaining unit hourly employees who are enrolled in clinic benefits in clinics managed by McLaren Medical Group.

Upon notice to the Union, any changes the Employer makes to benefit enrollment processes and eligibility requirements to comply with the Patient Protection and Affordable Care Act of 2010 will be implemented for bargaining unit employees on the same basis and on the same terms as for the Employer's non-bargaining unit hourly employees who are enrolled in clinic benefits in clinics managed by McLaren Medical Group.

If the Employer becomes obligated by law to contribute to a government sponsored insurance program which duplicates the benefits provided by the benefit plans in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate compulsory government sponsored insurance benefits.

The actual extent and conditions of enrollment and coverage for benefits included in MyChoice are governed by and subject to the complete terms of the master policies and plan documents at all times.

ARTICLE 13: RETIREMENT PROGRAM

Members of the bargaining unit shall be eligible to participate in the McLaren Employees' 403(b) Retirement Plan (the "McLaren 403(b) Plan") under the same terms and conditions as hourly non-union employees in the clinics managed by McLaren Medical Group. OPEIU Local 459 acknowledges the Employer's right to change the plan design, including but not limited to, fees, employer matching contributions, employee contributions, investment options, and/or the administrative policies governing commencement and termination of coverage. The Employer agrees to give the Union notice as soon as practicable when changes to the Plan are made.

ARTICLE 14: PAID TIME OFF (PTO)

Eligible full-time and regularly scheduled part-time employees budgeted to work forty (40) or more hours per pay period may earn Paid Time Off hours according to the following:

| Years of Service | PTO Annual Accrual (hours) | Rate Per Hour Worked | Maximum Hours Per Pay Period | Maximum Annual PTO Accrual (Days) |
|------------------|----------------------------|----------------------|------------------------------|-----------------------------------|
| 0 - up to 5 | 168 | 0.0808 | 6.46 | 21 |
| 5 plus | 208 | 0.1000 | 8.00 | 26 |

Employees may not earn PTO on more than 80 hours per pay period. Eligible employees shall not accrue more than three-hundred twenty (320) hours of PTO. Thus, PTO accrual shall cease for any eligible

employee that has accrued three-hundred twenty (320) hours of PTO. PTO accrual will begin again when the employee's PTO accrual drops below three-hundred twenty (320) hours.

If the employer revises the number of PTO days per year for its clinic non-union hourly employees, the above accrual rates and maximums will be adjusted accordingly effective the first day of the next full pay period.

ARTICLE 15: HOLIDAYS

a. Employer recognizes the following holidays:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

- b. Eligible employees, whether scheduled to work or not, will be entitled to use PTO for the holiday (if it is available in their bank), in accordance with the provisions of this Agreement, if they do not work on a holiday.
- c. Holidays paid for but not worked shall not count as time worked for the purpose of computing weekly overtime if the holiday falls on the nurse's normally scheduled workday.
- d. Employees scheduled to report to work on a holiday, but who fail to report to perform such work, shall not be entitled to any holiday pay.
- e. Hours worked on a holiday are not considered pyramiding of overtime when calculating weekly overtime.
- f. During the employee's orientation period the employee may not use PTO, except when a recognized holiday falls with the orientation period and the employee has accrued enough PTO hours to cover the holiday.
- g. If the employer reduces the number of holidays listed above for clinic non-union hourly employees, the above holidays shall be revised in the same manner.

ARTICLE: 16 WAGES

- a. Effective the first full pay period following ratification of this agreement, eligible bargaining unit employees will receive a 2% increase to their base wage with the following exceptions:
 - 1) Bargaining unit employees at the top of their classification's current pay scale on the first full pay period following ratification will not receive a 2% increase to their base wage, but will receive a one-time 2% lump sum bonus calculated as 2% of the employees annualized budgeted hours times his/her effective straight time hourly rate of pay;
 - 2) Bargaining unit employees hired after ratification of the current contract will not receive an increase to their base wage, nor will they receive a lump-sum bonus.
- b. Effective the first full pay period of October 2017 and the first full pay period of October 2018 the employee will provide a 2% pay increase.

- c. Effective the first full pay period of October 2019, the employer will provide the same pay increases and/or lump sum payouts on the same basis and terms to all eligible bargaining unit employees as is provided to hourly nonunion employees in the Employer clinics managed by the McLaren Medical Group. This includes participating in the pay for performance model if applicable for FY19 performance.
- d. Pay Scale:

| Title | Job Code | Pay Grade | Min | Mid | Max |
|----------------------------------|----------|-----------|------------|------------|------------|
| Medical Asst | I7N00020 | 707 | \$ 12.0574 | \$ 14.2277 | \$ 16.3981 |
| Medical Asst Receptionist | I7N00021 | 707 | \$ 12.0574 | \$ 14.2277 | \$ 16.3981 |
| Receptionist | I8N00053 | 806 | \$ 11.3749 | \$ 13.4224 | \$ 15.4699 |
| Registered Nurse | I3N00022 | 316 | \$ 26.9634 | \$ 32.3561 | \$ 37.7488 |
| Scheduling Referral Coordinators | I8N00025 | 809 | \$ 13.5477 | \$ 15.9863 | \$ 18.4249 |

- e. Ratification Bonus: All full-time and part-time employees as of ratification of the current contract will receive a one-time lump sum bonus of \$225.00 paid on the first full pay period following ratification of this collective bargaining agreement.

ARTICLE 17: NO STRIKE/NO LOCKOUT

Prohibition:

- a. It is recognized that the needs for care and proper treatment of patients in the recognized practices are of paramount importance, and there should be no interference in such care and treatment. Adequate procedures having been provided for the equitable settlement of grievances arising under this Agreement, the Union agrees that during the term of this Agreement, there will be no suspension of work through strikes, picketing, slow-down, or refusal to handle or take care of a patient or other activities that may disturb or interfere with the welfare of patients or the operation of the practice or practices.
- b. The Employer agrees that during the term of this Agreement, it will not lock out employees.

Penalty:

- a. Any employee who violates the provisions of Article 17 shall be subject to discipline by the Employer, up to and including discharge. Any appeal or review of any discipline imposed for a violation of shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by Article 17, unless the appeal or review establishes that the employee did not violate the provisions of Article 17 in which case, any disciplinary action imposed may also be reviewed.

ARTICLE 18: SEVERABILITY AND SAVINGS CLAUSE

- a. If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- b. The parties agree to immediately enter into negotiations to reach a mutually acceptable Article(s) or Section(s) to replace the invalid Article(s) or Section(s).

ARTICLE 19: COPIES OF AGREEMENT

The Employer agrees to provide each bargaining unit employee, who provides the Employer with a personal (non-work) email, an electronic copy of this agreement.

ARTICLE 20: DURATION

- a. This Agreement shall be effective on 4/15/2017 and shall remain in full force and effect through 4/30/2020.
- b. In the event either party wishes to change, amend, modify or terminate this Agreement, notice shall be given by either party to the other in writing ninety (90) days prior to the expiration of the Agreement.
- c. If notice to change, amend, modify or terminate is given, negotiations shall begin as soon as reasonably practicable. This Agreement shall remain in full force and effect during such negotiations, unless notice of intent to terminate is given to the other party in writing at least ten (10) days prior to the desired termination date.

CTVS AGREEMENT

Local 459 Office & Professional Employees
International Union, AFL-CIO

McLaren Greater Lansing

Lance Rhines, Service Representative
Lead Spokesperson

Amy Dorr, VP of Human Resources
Lead Spokesperson

Quander Abercrombie, CTVS Bargaining Team

Tina Menzie, Sr. HR Consultant