

Article 1: RECOGNITION

Section 1.1 Collective Bargaining Unit: For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment, the Medical Center hereby recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time paraprofessional, office, and skilled trades employees defined as follows:

Biller Collector	915
Billing Specialist	915
Billing, Team Leader	917
Carpenter	926
Carpenter, Master	927
Cash Posting Rep	913
Cash Posting Rep LD	914
Center Core Specialist	913
Clerk	911
Clerk/Transporter	911
Cook	911
Dietary Aide	906
Dietary Aide II (a/k/a Multiskilled Worker)	908
Dietician's Assistant	911
EKG/Transporter	911
Electrician I	926
Electrician II	930
Electrician, Master	932
Endoscopy Tech	912
Environmental Tech I	906
Environmental Tech I, Team Leader	911
Environmental Tech II	909
Environmental Tech II, Team Leader	911
ER Tech	915
File Clerk	907
Financial Counselor	915
Hospitality Tech	907
HVAC Mechanic	929
Lab Tech Assistant	952
Lab Tech Assistant, Team Leader	953
Locksmith	926
Maintenance Mechanic	924
Materials Management Tech	914
Medical Assistant/Receptionist	912
Nurse Assistant I	910
Nurse Assistant II	912
Painter I	924
Painter II	926
Patient Accounts Representative	915
Patient Data Tech.	910
Perioperative Orderly (a/k/a OR Assistant)	910
Pharmacy Automated Systems Tech	916
Pharmacy Tech, Certified	915

Pharmacy Tech, Certified Lead	916
Plumber I	926
Plumber II	930
Plumber, Master	932
Power House Operator (a/k/a Boiler Operator)	929
Psychiatric Tech	913
Radiology Assistant	912
Radiology Assistant Senior	914
Receptionist	911
Registrar	913
Respiratory Tech Assistant	910
Scheduling Coordinator	915
Scheduling Coordinator, OR	917
Secretary	913
Shipping/Receiving Clerk	912
SPD Tech, Uncertified	911
SPD Tech, Certified	914
SPD Tech, Team Leader, Certified	915
Stockhandler	910
Switchboard Operator	911
Switchboard Operator, Lead	913
Unit Asst.	913
Unit Coordinator	913

Employed at the Employer’s facilities located at 2727 South Pennsylvania Avenue, (including BOC, the Warehouse, and the Physician’s Office Building) Lansing, and at 401 West Greenlawn Avenue, Lansing, and the programs located at 3315 East Michigan Avenue, Lansing, or any new buildings built on such real estate or contiguous to such real estate, but excluding MCAP a/k/a on-calls, per diems, volunteers, temporary irregular part-time employees, Clinic or physician practice employees hired or relocated to a site identified in the POST recognition clause on or after June 30, 2000, doctors, Registered Nurses, professional employees, technical employees, business office clericals at 401 West Greenlawn Avenue, guards, confidentials, externs, students, managerial employees, supervisors as defined in the Act, and all other employees.

Any clinic employee currently covered by Article 1 – Recognition, shall continue to be covered by Article 1 – Recognition, regardless of relocation moves wherever they occur. Other relocation issues shall be bargained on a case-by-case basis except the Geropsych Unit, which is covered by a separate Letter of Understanding.

Section 1.2 The Employer agrees not to maintain or argue that employees in bargaining unit classifications listed in this Article are supervisors as defined by the National Labor Relations Act or for the purposes of collective bargaining.

Section 1.3 Definitions of Employee Status.

- (a) Full-time Employee. A regular full-time employee is a permanent employee who normally works sixty-nine (69) hours per two (2) week pay period.
- (b) Regular Part-time Employee. A regular part-time employee is a permanent employee who normally works less than sixty-nine (69) hours but at least thirty-two (32) hours per two (2) week pay period.

- (c) Temporary Relief Employee. A temporary relief employee is an employee whose schedule of work is not on a regular or continuous basis, but one who works on an intermittent basis.

Temporary Relief employees include but are not limited to per diem employees and agency employees.

These employees are excluded from the bargaining unit and are not covered by the terms of this Agreement.

Article 2: REPRESENTATION

Section 2.1 Stewards. The Employer agrees to recognize eighteen (18) current employees in this bargaining unit selected or elected by the Union as stewards to function in a representative capacity for the purpose of processing grievances under the grievance procedure as established in this Agreement.

Section 2.2 Alternates. The Union shall have the right to elect or select alternates who shall serve only in the absence or work-related unavailability of the officially recognized representatives.

Section 2.3 Notice. The Union agrees to advise the Employer in writing of the names of its stewards and alternates before recognition of their representative capacity begins. The Union will provide the Medical Center with a minimum of two (2) weeks notice before expecting the regularly scheduled release of the Chief Steward. The Medical Center will work with the Union to allow release time for the Chief Steward during this notice period.

Section 2.4 Reporting. When it is necessary for a recognized union steward to leave the work station to handle a grievance in accordance with the grievance procedure, such steward shall request permission to leave the job from the supervisor. If it is not convenient for the steward to be relieved of her/his job duties, upon request, (s)he shall be excused as soon as the supervisor has made proper arrangements. Once released, the steward shall return to the job as promptly as possible and, upon return, shall report to the supervisor in charge. If it is necessary for the steward to enter another area where there is a different supervisor for the performance of his proper functions in accordance with the grievance procedure established in this Agreement, the steward shall immediately notify the supervisor in that area and state the reason for being in that area. In order to enable the Employer to organize patient service and work on each shift, no union steward shall be permitted to leave work during the first hour of each shift for grievance purposes, except in situations of employee discharge occurring within that time period.

Section 2.5 Chief Steward

- (a) The Union shall designate one (1) steward as the chief steward. The chief steward shall:
1. Receive a copy of disciplinary verbal warnings, as received by Human Resources, written warnings, and suspensions and terminations;
 2. Receive the Union copy of work rules electronically or hard copy, as determined by the Employer;

3. Participate in the Step 2 grievance meetings; and
4. Serve as the Union representative in other capacities if mutually agreed upon by the Union and the Employer.

(b) Chief Steward Leave of Absence

1. The Chief Steward shall receive paid release time as a full time position up to eighty (80) hours per pay period. This time will be used for MGL POST contract administration, investigating and processing grievances. Except that an employee appointed Chief Steward will not have their budgeted hours increased based on such appointment. Hours worked in this capacity do not count towards the calculation of overtime. The Chief Steward shall be fully entitled to all rights under this agreement.
2. The Chief Steward must maintain all required competencies of the classification he/she held immediately prior to leave. Maintaining required competencies may require the Chief Steward to work in his/her classification. The Employer may count up to two (2) shifts per pay period toward the release time indicated above.
3. Upon his/her appointment as Chief Steward or when the Chief Steward returns from this leave the union will provide the Employer with two (2) weeks notice. The Chief Steward will be placed in the classification she/he held at the beginning of the leave at the same hours per pay period and shift.

Section 2.6 Bargaining Committee. For this sole purpose of negotiating any modification to this Agreement at the end of the term of this Agreement, the Employer agrees to recognize a bargaining committee composed of seven (7) employees, one of whom shall be the chief steward. Each of the bargaining committee members will be from different departments as defined under the Layoff Article in this Agreement, at the time of the election. Non-employee representatives may be present as desired. Bargaining committee members shall be compensated at their regular hourly rate for all hours spent in bargaining sessions where they would normally be on scheduled work time. For employees who are regularly scheduled for weekends only, second or third shifts, employees without regular schedules, and part-time employees, every attempt will be made to change schedules to include hours scheduled for bargaining. If an employee is not so scheduled, the Union reserves the right to cancel the meeting.

Section 2.7 Hospital Access. The Employer recognizes the Union Representatives, including Stewards and Chief Stewards, right to have reasonable access to its members. Union Representatives shall notify a member of management in the unit/department in which the representative is visiting. The Union understands and agrees that it will not adversely affect work flow or patient care. For purposes of this Article, a Union Representative is considered both non-employee representatives and employee stewards.

Section 2.8 Information Requests. The Employer shall respond to relevant and necessary requests for information needed to process a grievance, from the Union within ten (10) working days, unless the request would be overly burdensome to produce. The Employer may request one ten (10) calendar day extension when the request requires unusual time to fulfill.

Section 2.9 New Employee Orientation. A Union Representative shall be allowed to present to new Union employees after basic new employee orientation.

Section 2.10 Duplication of the Agreement. The Employer shall furnish all members of the bargaining unit with a hard copy of the Collective Bargaining Agreement. Newly hired bargaining unit employees shall receive a hard copy of the Collective Bargaining Agreement with their new hire information.

Section 2.11 Union Office Space. When and if it is available, office space will be made available to the Union for conducting Union business. This space will be on the Greenlawn campus and will be readily accessible to the bargaining unit members. The Employer shall provide desks, chairs, telephone, filing cabinets, and Internet access.

Section 2.12 Union Meetings on Site. The Employer shall permit the Union to hold meetings on the Employer's premises consistent with Employer determined room scheduling procedures. If payment for attendance is not otherwise provided for in this agreement, employees may be allowed to attend on non-work time or by using PTO subject to the PTO Article of this Agreement. The Employer shall not unreasonably deny an employee's request to use PTO to attend a Union meeting.

Section 2.13 Bulletin Board. The Employer will provide a bulletin board on each campus for use by the Union for posting notices as follows:

- (a) Union recreational and social affairs;
- (b) Union elections;
- (c) Union appointments and results of Union elections;
- (d) Union meetings;
- (e) Bona fide Union-related information such as: cooperatives, credit unions, pensions and annuities, unemployment compensation, workers' compensation, etc.
- (f) Negotiation updates.

In addition, official Union notices may be posted on each unit bulletin board.

Section 2.14 Bargaining Unit Employee Evaluations. The evaluation of employees is the sole responsibility of the Employer. An employee evaluation shall be placed in the employee's personnel file. An employee shall be given the opportunity to read the evaluation and shall sign it to signify that (s)he has read it. An employee will be offered a copy of the evaluation. An employee may file a statement of not more than three (3) pages covering any points of disagreement.

Section 2.15 Labor-Management Committee. Meetings will be held quarterly between the Service Representative(s) of OPEIU, Local 459, the Chief Steward, the Manager, Employee Relations, employee Relations Consultants and the VPHR of MGL, with others invited by mutual agreement.

The Union and the Employer agree that important matters pertaining to both parties' interest may be discussed at the request of either party and with the agreement of both parties. The purpose of these meetings is to improve employee morale and listen to issues important to each party. These meetings may not be used to continue negotiations or to modify the Collective Bargaining Agreement.

Section 2.16 Special Conferences. Special conferences may be held to clarify items in the Collective Bargaining Agreement. Special conferences may not be used to continue negotiations or to modify the Collective Bargaining Agreement.

Article 3: MANAGEMENT RIGHTS

Section 3.1. Management's Reserved Rights.

- (a) Except as expressly limited by the terms of this Agreement, the Employer retains and shall have the sole and exclusive right to manage and operate the Medical Center in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedure, means, equipment and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classification of work and the number of personnel required, to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain order and efficiency; to make judgments as to the ability and skill of its employees; to continue and maintain its operations as in the past; to study and use improved methods and equipment; use outside assistance or engage independent contractors to perform any of the Employer's operations or phases thereof (subcontracting); and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to arbitration procedure established in this Agreement.
- (b) The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules; to determine work loads; to establish and change work schedules; to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and as such, they shall be subject to the Grievance and Arbitration Procedure established herein.
- (c) The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Article 4: UNION SECURITY AND CHECKOFF

Section 4.1. Payroll Deduction for Union Dues.

- (a) The hospital agrees to deduct from the salaries of all employees covered by this agreement 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 the 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 Hospital 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 Hospital Fiscal Year except upon the Union providing the Human Resources Department with thirty (30) days notice of such change. It is understood that the Hospital 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 with the Employer sending a hard copy of dues information to the Union office and by transmitting the dues information electronically or digitally. In the event the Employer is prevented from transmitting the dues information electronically, the Employer will notify the Union of the reason for the failure to transmit. When the Employer is able, it will transmit any dues information that was missed electronically or digitally.
- (e) The Union shall refund to the employee dues erroneously deducted by the Employer and paid to the Union.
- (f) Dues Deduction. For purposes of dues deduction sixty-nine (69) hours per pay period shall be considered full-time.

Article 5: GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of a Grievance. 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 specific provision or provisions of this Agreement as written.

Section 5.2. Review Procedure. All complaints and grievances shall be processed in the following manner:

Step 1 Informal Discussion: When an employee and his/her immediate supervisor/manager have a dispute regarding the application and/or interpretation of the 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. Resolutions achieved at Step 1 are considered non-precedent setting. The supervisor/manager shall respond to the employee within five (5) working days after the initial meeting with the employee.

An employee may proceed to the Step 2 Grievance process and reduce the complaint to writing if (1) a satisfactory resolution is not achieved at the Step 1 level, (2) the employee chooses to go directly to Step 2, or (3) the supervisor / manager does not comply with the Step 1 timelines.

Step 2 Formal Grievance Procedure: Within fifteen (15) working days of receipt of the supervisor/managers response to Step 1, the employee shall state her/his complaint in writing submitting the grievance to the Employee Relations Consultant or designee in charge. Employee Relations along with the Department Head/Director or designee shall meet with the Grievant and Steward/Chief Steward or designee within five (5) working days of receipt of the grievance and respond to the grievance within ten (10) working days after the meeting. The Union will initiate the scheduling of all Step 2 Formal

Grievance meetings with the Employee Relations Consultant or designee within the Step 2 timeframe.

Section 5.3. Policy and Discharge Grievances. If the grievance concerns a group of employees, the bargaining unit as a whole, or the discharge of an employee, the Union may file a grievance in writing as outlined in Step 2, with the Employee Relations Consultant or designee within fifteen (15) working days after reasonable discovery of the events which gave rise to the grievance. Grievances filed under this Article shall then be processed in accordance with Step 2.

Section 5.4. Notice of Arbitration. If the grievance is not satisfactorily resolved in Step 2, 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 Employer in writing within thirty (30) calendar days of receipt of the Employer's answer in Step 2.

Section 5.5. Prearbitration Meeting. Prior to the actual Arbitration hearing, the Union may submit unresolved grievances to the Vice President of Human Resources or designee and the division Vice President or designee. The parties shall meet to discuss the grievances submitted. The intent of the submission will be to make additional attempts to resolve the grievance.

Section 5.6 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 will be used to select an arbitrator.

The arbitrator will be selected from the following panel of arbitrators:

Mario Chiesa
Patrick McDonald
Anne Patton
Joseph Girolamo
David Grissom
Kathleen Opperwall

The selection of the arbitrator shall be on a rotating basis, starting with the first listed arbitrator, as each case is presented for arbitration. In the instance that multiple cases are presented at the same time for arbitration, priority will be given to any discharge grievance, and then to the date the grievance was submitted to Step 2.

If an arbitrator does not have any dates available within 6 months of the date the union contacts the arbitrator to schedule the hearing, the arbitrator will be skipped on the list and be the first choice for the next arbitration scheduled.

Once an arbitrator has been selected, then the arbitrator will go to the bottom of the list, regardless if the grievance is settled and/or resolved at the hearing

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.

The Union and the Employer shall share the fees and expenses of the arbitrator equally.

Section 5.7. Arbitration Hearing. Every attempt will be made to schedule arbitration hearings within six (6) months of the date the arbitrator is contacted by the Union to schedule the hearing, with priority given to discharge grievances.

The Employer and Union will cooperate to ensure the right of either party to adequately prepare or present its position 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. Not more than one steward shall be excused from work to attend the hearing other than to serve as a witness. The Employer will not pay lost time for employees involved in the hearing other than for one steward, any witnesses and the grievant(s).

Section 5.8. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, including arbitration, upon notice from the Union. The time limits established herein may be extended by mutual agreement in writing. In computing working days under the grievance procedure, Saturday, Sunday and holidays shall be excluded.

Section 5.9. Lost Time. The Employer agrees to pay for all reasonable lost time by an employee during her/his regular working hours while pursuing the grievance procedure, provided however, the Employer reserves the right to revoke this benefit if this privilege is being abused. Revocation shall not occur, however, until the Employer has notified the Union in writing of the abuse, and after discussion between the Union and the Employer, the abuse has not been corrected within a designated period of time. In order to enable the Employer to organize patient service and work on each shift, no employee or union steward shall be permitted to leave her/his work during the first hour of each shift for grievance purposes, except in situations of mutually agreeable emergency, or an employee discharge occurring within that period of time.

Section 5.10. Arbitrator's Jurisdiction. The arbitrator's jurisdiction shall be limited to the application and interpretation of this Agreement as written, he/she shall be governed wholly by the express terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. The arbitrator shall have no authority to rule on the Employer's reserved rights not otherwise abrogated by the express terms of this Agreement. If the issue of procedural arbitrability is raised, the arbitrator shall first decide that question before he/she shall be permitted to decide the merits of the grievance. The Union acknowledges that the arbitrator is limited by the express provisions of Managements Reserved Rights, Section 3.1(a) and that any grievance involving such exclusive rights shall not be arbitrable. The award of the arbitrator shall not be retroactive any earlier than the time the grievance could be presented and in no event prior to seventy-five (75) calendar days from the date the grievance was submitted in writing. The arbitrator's decision shall be final and binding on the Employer, Union and employees in the bargaining unit, provided however, either party shall have the right to challenge the arbitrator's decision or procedure in the courts, if the arbitrator has exceeded his/her jurisdiction as provided herein. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

Article 6: NO STRIKE - NO LOCKOUT

Section 6.1. Prohibition.

- (a) It is recognized that the needs for care and proper treatment of patients in the Medical Center are of paramount importance, and that 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.
- (b) The Employer agrees that during the term of this Agreement, it will not lock out employees.

Section 6.2. Penalty. Any employee who violates the provisions of Section 6.1(a) 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 Section 6.1(a) shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by Section 6.1(a), unless the appeal or review establishes that the employee did not violate the provisions of Section 6.1(a), in which case, any disciplinary action imposed may also be reviewed.

Article 7: LEAVES OF ABSENCE

Section 7.1. Seniority & Benefit Accumulation. Seniority shall continue on all approved leaves of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. An employee shall receive all benefits while on paid sick leave, personal days, vacation, and union leave. Benefits such as vacation, sick leave and insurance do not accrue or continue during any other leave of absence unless otherwise specifically provided in one of the leaves of absence sections. Insurances shall continue for an employee on an unpaid leave of absence less than thirty (30) days. For an unpaid leave of longer than thirty (30) days, insurances shall continue until the end of the month following the thirtieth (30th) day.

Section 7.2. Personal Leaves of Absence. Employees may be granted a personal leave of absence at the discretion of the Employer. A request for personal leave of absence shall be in writing on the required form and signed by the employee. Whenever possible, a request for personal leave should be filed at least thirty (30) days before such leave is desired. Personal leaves of absence shall not ordinarily exceed thirty (30) days. However, for unusual circumstances, additional time may be considered. If an employee does not return to work at the end of an approved leave of absence, the employee shall be considered as having voluntarily quit, unless contrary arrangements had been made with the Employer.

A Personal Leave of Absence is for personal reasons of a serious nature. Serious nature is defined as situations which require the employee to be away from work for reasons relating to a matter of importance which does not qualify under another leave of absence Article.

Section 7.3. Educational Leave. Employees may be granted an educational leave of absence without pay at the discretion of the Employer up to a maximum of one year to pursue a full-time educational program, provided the educational program is work-related or related to a position in the health care field employed by the Employer. This leave may be extended for a like period by the Employer.

It will be at the discretion of the Employer to hold the employee's position during the leave. If the employee's position will not be held, the employee will be notified at the time the leave is granted. If the position is not held, the employee may apply for vacant positions upon return.

Section 7.4. Adoption Leave. A leave of absence for adoption is covered by FMLA leave. The Employer, in its discretion, may grant additional leave or extensions for good cause shown. Reasonable proof of the adoption may be required.

Section 7.5. Military Leave. Application for military service leave of absence shall be made to the Employer in writing within three (3) working days from the date the employee is notified of her/his acceptance in military service, orders, or call to active, reserve, or other military duty. Any employee who fails to provide such timely notice may be disciplined for just cause provided an employee who notifies the Employer more than three (3) months prior to his/her scheduled departure shall not be subject to discipline. The employee shall present a copy of the orders to the Employer as soon as orders are available. An employee on such leave shall be governed by the applicable laws.

Section 7.6. Union Leave of Absence. The Employer agrees to grant a leave of absence without pay to two employees selected by the Union to attend an official Union convention. Additional employees may make a request for such leave of absence, but whether such request shall be granted shall depend upon whether, in the Employer's judgment, such leave does not unreasonably interfere with the normal operations of the Employer.

Section 7.7. Extended Union Leave. The Employer shall grant an unpaid leave of absence for up to sixty (60) days for one (1) employee from any bargaining unit at any time in order that the employee may serve the Union as a paid Officer or Service Representative. Health insurance shall be continued during this sixty (60) day period provided the employee continues to make the employee contribution. Any individual employee would only be eligible for one such leave during the life of the Agreement. Upon completion of the leave, the employee shall be returned to her/his status, shift, department, and classification without loss of seniority. Upon request for a leave longer than sixty (60) days, an employee shall be granted an unpaid leave up to one (1) year but, upon return, shall be returned to her/his classification, contingent upon the availability of a position.

Section 7.8. Jury Duty. An employee shall be granted a leave of absence when chosen for jury duty for the period served. An employee with seniority will be paid the difference between the amount (s)he receives from the court and her/his base hourly straight-time earnings for regularly scheduled hours of work lost while serving, not to exceed a period of sixty (60) days or the length of the trial if on a sitting jury. The difference in earnings shall be paid even when part or all of jury duty falls outside of hours regularly scheduled for the day. When an employee serves more than half of their regularly scheduled shift on jury duty in a day, the employee shall be paid the difference in earnings for all the hours of her/his regularly scheduled shift and the employee shall not be required to work any hours. If the employee is excused from jury duty after service of less than half of their regularly scheduled shift, (s)he shall immediately call the supervisor and may be required to return to work. If the employee is not required to return, the employee shall be paid the differential benefit for the day. An employee on jury duty has no right or obligation to work overtime or extra hours on days in which (s)he serves on jury duty. Employees on an initial probation period will not receive compensation during jury duty but will return to their classification, department and status upon completion of jury duty. In order to receive this benefit, the employee must submit proof of jury service and notice to his immediate supervisor

promptly upon notice from the court.

If an afternoon shift employee is called for jury duty, he/she will be expected to call the jury board by 5:30 pm or the time required by the court, if different, the night before he/she is to report for jury duty. If an afternoon shift employee reports for jury duty for four (4) or more hours the employee shall not be required to report for his/her shift that day and shall be paid the differential benefit for the day.

If a night shift employee is called for jury duty, he/she will be expected to call the jury board by 5:30 pm or the time required by the court, if different, the night before he/she is to report for jury duty. If he/she is required to report for jury duty the next morning, he/she will be taken off the schedule for the night before the scheduled jury duty, and compensated for any scheduled hours for that shift. If the night shift employee reports for jury duty for more than half the scheduled day, and provides written documentation to that effect, the employee will be granted off for that night, if scheduled, and compensated.

Section 7.9. Bereavement Leave.

- (a) For the death of a spouse, significant other, parent, guardian or child, the employee shall receive approval for a thirty (30) day personal leave of absence with any scheduled hours in the first seven (7) calendar days of the leave off, paid as bereavement. The employee may elect to take the remainder of the personal leave of absence utilizing his/her available PTO. The employee is not required to take the entire personal leave of absence.

However, if the burial or final service is not held within the next seven (7) calendar days then the employee shall be allowed to defer the days or any portion not used in the initial seven (7) day period for the burial or final service.

“Significant other” shall minimally be defined to include persons with whom the employee has lived in a relationship analogous to marriage for at least two (2) years immediately prior to the death.

- (b) For the death of a brother, sister, grandchild, half-brother or half-sister, step parent or step child, the employee shall receive any scheduled hours off with pay within the next seven (7) calendar days. If the burial or final service is not held within the next seven calendar days then the employee shall be allowed to defer the days or any portion not used in the initial seven (7) day period for the burial or final service.
- (c) For the death of a grandparent, current father- or mother-in-law, current son- or daughter-in-law, the employee shall receive any scheduled hours from the time of death to the burial (or final funeral services) off with pay except that the time off shall not exceed two (2) shifts the employee was scheduled to work.
- (d) The death of a parent of a minor child in the employee’s legal custody shall be considered covered by this Article.
- (e) For the death of a current brother- or sister-in-law, aunt, uncle, or niece or nephew, the employee shall receive any scheduled hours from the time of death to the burial (or final funeral services) off with pay, except that the time off shall not exceed one (1) shift the employee was scheduled to work.

- (f) Sister-in-law includes not only the traditional definition of husband's sister as sister-in-law, but also husband's brother's wife as sister-in-law. This is also true for husband's sister's husband as brother-in-law, etc.
- (g) An employee taking bereavement leave in accordance with paragraph (a), (b), (c), (d) or (e) above shall be allowed to extend the leave for up to an additional two (2) days by using PTO or unpaid leave for any hours scheduled in those days.
- (h) If an employee has a death in the family (as defined in (a), (b), (c), (d) or (e) above) while on vacation leave, the employee shall receive bereavement leave and the PTO time shall be returned to the Employee's bank.
- (i) For a death not covered above the employee shall be allowed to take up to 2 (two) days leave, per calendar year, by utilizing PTO. If an employee does not have PTO available, he/she may take the time unpaid.
- (j) The involuntary termination of a pregnancy verified by a physician greater than twelve (12) weeks gestation shall be considered a death for purposes of this Article. This only applies to the employee, a spouse, or significant other.

Section 7.10. FMLA, Medical and Workers' Compensation Leaves.

- (a) Family and Medical Leave. Employees shall be entitled to Family and Medical Leave (FMLA). (See current policy on Family and Medical Leave, at the time the leave is taken.) Any leave taken under the terms of this Agreement may be counted toward an employee's FMLA entitlement and shall run concurrent. Spouses who are both employed by the Employer shall have separate FMLA entitlement.

Return from Family and Medical Leave. An employee who has qualified for Family and Medical Leave will be returned to his/her same or equivalent position provided that his/her twelve (12) week entitlement during the (12) month period has not been exceeded. If an employee has exceeded his twelve (12) week entitlement under FMLA, he/she may be offered a vacation position. If none is available, they may maintain an inactive status for up to one year and apply for vacant positions as they become available.

- (b) Extended Medical Leave of Absence.

An employee who has exhausted his/her rights under the Family and Medical Leave provision of this contract shall be allowed to take an extended medical leave of absence for his/her own serious health condition, not to exceed one (1) year from the first date of absence including any time covered as FMLA. The employer shall continue health insurance for an employee on medical leave of absence until the end of the month following six (6) months of leave whether paid or unpaid.

Return from Extended Medical Leave of Absence.

When an employee returns from an extended medical leave in excess of twelve (12) weeks but less than one (1) year the Employer will make every effort to return him/her to work as quickly as possible provided that the work is within his/her physical restrictions and the position to which he/she is returned is vacant and the employee meets the minimum qualifications of the job. If the employee is qualified to fill a vacant position,

the position will not be posted but will be awarded to the returning employee. The definition of qualified is as defined under the Layoff/Recall Article of this agreement.

(c) Medical Leave of Absence

A bargaining unit employee with seniority who is not eligible for rights under the FMLA shall be eligible for a medical leave for his/her won serious health condition up to the employee's length of service not to exceed (1) year. The employer shall continue health insurance for an employee on medical leave of absence up to the end of the month following six (6) months of leave whether paid or unpaid.

Return from Medical Leave of Absence.

When an employee returns from medical leave the Employer will make every effort to return him/her to work as quickly as possible provided that the work is within his/her physical restrictions and the position to which he/she is returned is vacant and the employee meets the minimum qualifications of the job. If the employee is qualified to fill a vacant position, the position will not be posted but will be awarded to the returning employee. The definition of qualified is as defined under the Layoff/Recall Article of this agreement.

- (d) Workers' Compensation Leave of Absence. Employees shall be entitled to an indefinite leave for injuries that are covered by workers' compensation and which occur during the course of employment with the Employer. Under State of Michigan workers' compensation law, the employee is not compensated for time lost until the eighth (8th) consecutive day of disability, unless the employee is continuously disabled and off of work for fourteen (14) consecutive days, then workers' compensation will pay retroactive to the first day.

Employees can use banked time off to cover the first seven (7) days. If the employee is continuously disabled in excess of fourteen (14) consecutive days, where workers' compensation would pay for the entire disability, the employee will be allowed to reimburse the institution for the first seven (7) days of pay received through banked time off and the hours will be reinstated to their time off accruals. The employee must reimburse the Medical Center before the banked time is returned to their bank.

Return from Workers' Compensation Leave of Absence. FMLA shall not be applied to Workers' Compensation leave. An employee on a Workers' Compensation leave will be returned to the same or equivalent position within the first twelve (12) weeks. In excess of twelve (12) weeks, the Employer will make every effort to return employees to work as quickly as possible provided that the work is within their physical restrictions and the position to which they are returned is vacant and the employee meets the minimum qualifications of the job. If a Workers' Compensation employee is qualified to fill a vacant position, the position will not be posted but will be awarded to the returning employee.

Section 7.11. Available PTO must be used for all Leaves of Absences unless otherwise approved as unpaid by the Employer (e.g. Family Medical Leave for employee whose PTO bank is exhausted) or unless otherwise allowed by contract (e.g. LCDO's). Employees receiving short or long term disability payments or workers' compensation payment, may at the employee's discretion, receive PTO on the portion not covered by disability.

Article 8: HOLIDAYS

Sections 8.1 through 8.6 Will Apply to Employees hired on or Before (May 10, 2014):

Section 8.1. Holidays: All employees who have completed ninety (90) days of employment and are budgeted to work sixty-nine (69) or more hours per pay period shall receive holiday pay for the six (6) recognized holidays provided the employee is eligible under the rules established herein:

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

Section 8.2. Holiday Eligibility: An active employee who has an unexcused absence on the shift preceding the holiday, or the shift following the holiday will be denied holiday pay.

(a) Unexcused Absence:

1. An unscheduled absence where approval for the absence was not provided by the supervisor and is not the result of: (a) employee's own illness; (b) the illness of a dependent child; or (c) an emergency, or
 2. An absence in which proper notice, authorization, or documentation was not provided including reporting back late following vacation, layoff, or leave of absence, or
 3. An absence in which false information was provided to explain the absence.
- (b) In the event that an employee who has pre-approved, scheduled PTO which adjoins a holiday before and/or after the holiday, and is absent on 1) his or her last scheduled work day directly prior to the adjacent PTO, if the PTO precedes the holiday, or 2) directly after the adjacent PTO, if the PTO follows the holiday, shall be considered "otherwise excused" and shall receive holiday pay. If the employee does not have enough time in their PTO bank to cover his/her entire absence, including pre-approved, scheduled PTO, and any contiguous unscheduled PTO, the employee shall not be considered "otherwise excused" and shall not receive holiday pay. Refer instead to the above Section 8.2 Holiday Eligibility, which refers to eligibility dependent on presentation of a doctor's statement. This language should not be construed to replace or change the Medical Center's policy on excessive or unexcused absenteeism.

Section 8.3. Holiday During Vacation:

- (a) When a holiday falls within an employee's authorized vacation, he/she shall receive an additional day of pay or an additional day of vacation at the employee's discretion. If the employee takes the additional day, it must be scheduled before the employee goes on vacation and taken in conjunction with his/her vacation.

Section 8.4. Failure to Report:

- (a) Employees who are scheduled to report for work on a holiday but fail to report for and

perform such work for any reason other than illness verified by a doctor when so requested by the Employer, shall not be entitled to holiday pay.

Section 8.5. Holiday Pay:

- (a) All employees budgeted to work sixty-nine (69) or more hours per pay period shall receive holiday pay. These employees shall receive pay equal to one shift. If an employee budgeted to work sixty-nine (69) or more hours per pay period regularly works a combination of shifts, that employee shall receive pay equal to their most common shift. If the employee has an equal number of different shifts, the holiday pay would be whichever is greater.
- (b) An employee may use holiday pay to cover time off during the pay period in which the holiday falls, or may bank the time in the Earned Leave Bank.

Section 8.6. Holidays Worked:

- (a) An employee budgeted to work sixty-nine (69) or more hours per pay period who works on a holiday shall, in addition to any holiday pay, receive overtime equal to one and one-half times their regular hourly rate.
- (b) An employee who is budgeted for less than sixty-nine (69) hours per pay period who works on a holiday shall receive overtime equal to two and one-half times their regular hourly rate.
- (c) If more than fifty percent (50%) of an employee's shift falls within the holiday, the employee shall receive the holiday premium for the entire shift. For purposes of holiday premium, unpaid times for meals shall count as part of an employee's shift.
- (d) An employee who receives time and one-half (1-1/2) or two and one-half (2-1/2) times their regular hourly rate on a holiday shall not be eligible for daily overtime on the same shift regardless of the number of hours worked. Hours worked on the holiday are not considered pyramiding of overtime when calculating weekly or pay period overtime.
- (e) An employee may not receive the holiday premium on the same shift simultaneously with the call back premium, or such other premiums that may be of one and one-half times their hourly rate or greater.

Sections 8.7 through 8.9 Will Apply to Employees hired After (May 10, 2014):

Section 8.7. Holidays:

- (a) MGL recognizes the following holidays:

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

Section 8.8. Holiday Not Worked:

- (a) Holiday pay will be incorporated with, and included in, the PTO program.

- (b) PTO hours equivalent to one shift will be deducted from a full time employee's PTO bank during the pay period in which the holidays falls if:
 - 1. The day on which the holiday falls would otherwise be the employee's regular scheduled shift; and
 - 2. The employee's budgeted hours have not been met for the pay period, except if due to any of the following: use of PTO; leave of absence paid by worker's compensation; paid disability leave; military leave; jury duty; bereavement leave; or as otherwise provided in Article 7, Leaves of Absence, Section 7.11.
- (c) If a full time employee regularly works a combination of shifts, the PTO hours deducted will be equivalent to the shortest of such shifts.
- (d) Part-time employees, and full-time employees who would otherwise not have PTO deducted under the provisions of Section 8.8(b), above, may elect to have hours equivalent to one shift deducted from their PTO bank by notifying payroll at the beginning of the pay period in which the holiday falls.

Section 8.9 Holidays Worked:

- (a) Any full time or part time employee who works on a holiday shall receive overtime equal to one and one-half times (1 ½) their regular hourly rate.
- (b) If more than fifty percent (50%) of an employee's shift falls within the holiday, the employee shall receive the holiday premium for the entire shift. For purposes of holiday premium, unpaid times for meals shall count as part of an employee's shift.
- (c) An employee who receives time and one-half (1-1/2) their regular hourly rate on a holiday shall not be eligible for daily overtime on the same shift regardless of the number of hours worked. Hours worked on the holiday are not considered pyramiding of overtime when calculating weekly or pay period overtime.
- (d) An employee may not receive the holiday premium on the same shift simultaneously with the call back premium, or such other premiums that may be of one and one-half times their hourly rate or greater.

Sections 8.10 through 8.11 Apply to All Employees:

Section 8.10. Scheduling Holidays:

Unless the bargaining unit employees in a department have voted to use an alternative method (as described below), holidays shall be scheduled using the standard method. The vote shall be conducted by the Union.

- (a) Standard Method:
 - 1. Vacation Week of Christmas. Holidays and any vacations granted the week of Christmas (defined as 12/24 - 12/31) shall be equitably rotated among qualified employees in that Department).

2. Scheduling Holidays. The Employer shall first solicit volunteers to work the holiday(s). If there are more than enough volunteers the holiday shift(s) shall be awarded in order of bargaining unit seniority highest to lowest. If there are not enough volunteers, the holiday shift(s) shall be assigned using bargaining unit seniority in reverse order, lowest to highest except that no employee shall be required by the Employer to work two (2) consecutive holidays within the same calendar year.
3. Other vacant shifts week of holiday. When a vacant shift is created because an employee is working the holiday instead of her/his regular shift, that vacant shift shall be filled in accordance with the Article on Overtime and Extra Hours Distribution.

(b) Alternative Methods:

1. Bargaining unit employees in a department may use an alternative method if a majority of the affected bargaining unit employees agree. The Union will conduct the vote. The method must be decided at the time of the vote, and will be in effect for the life of the contract.
2. The Employer must be notified by the Union that a particular department is using an alternative method voted in by that department's bargaining unit employees.
3. Vacations the week of Christmas and New Year's for nursing staff shall continue. The employee must find their own coverage for the requested period to be approved but are allowed to access per diem employees for coverage

(c) Christmas Eve and Christmas:

1. A bargaining unit employee shall not be scheduled by the Employer for both Christmas Eve and Christmas Day during the same year. If the bargaining unit employee works the night shift which ends on Christmas day, the bargaining unit employee will not be required to work the night shift on Christmas night. Bargaining unit employees, not otherwise scheduled to work on Christmas Eve day or Christmas night may be scheduled to work to insure appropriate coverage. The Employer shall fill any holes in the schedule using the language on overtime and extra hours in the Hours of Work Article of this Agreement.

Section 8. 11 Part time Employees on Units closed for the Holiday:

- (a) Effective with the first holiday following ratification, an employee budgeted to work less than seventy (70) hours per pay period and more than thirty two (32) hours per pay period in a unit without holiday coverage (i.e. a unit that is closed on a holiday) who would otherwise be scheduled to work on that day shall receive four (4) hours holiday pay at their straight time hourly rate and shall be paid time and one half (1 ½) for any hours worked.
- (b) Management shall have the sole discretion to determine, prior to each holiday, whether a unit shall be closed or not on the holiday.

Article 9: PAID TIME OFF

Section 9.1. Employees shall earn a combined accrual called Paid Time Off.

Section 9.2 Applies to Employees hired on or before (May 10, 2014):

Section 9.2.

- (a) Accrual: Upon completion of the probation period, employees shall earn Paid Time Off hours retroactive to their date of hire according to the following:

<u>Years of Service from MGL Date of Hire (DOH)</u>	<u>Hours Earned/ Hours Paid</u>
Hire to 5th anniversary date of hire (ADH)	.067308
5th ADH to 10th ADH	.084615
10th ADH to 14th ADH	.096154
14th ADH to 20 th ADH	.1153
20 th ADH ++	.1346

Other accrual rates may apply to some employees. See Letters of Understanding.

- (b) Employees will earn PTO on overtime but may not earn on more than 2,080 hours paid per calendar year.
- (c) Paid Time Off Bank hours are convertible to cash by submitting a request to Payroll. Employees may convert up to half of their earned bank to cash at full value (their hourly rate times the number of hours of PTO) provided they have at least 200 hours in their PTO bank at the time of conversion. Conversion is available, at the employee's option, up to two times during each calendar year.

Section 9.3 Applies to Employees hired after (May 10, 2014):

Section 9.3.

- (a) Accrual: For any full time or part time employee, PTO hours accrue according to the accrual schedule below, beginning with the first day of employment and are available for use following the pay period the hours were credited to the employee's PTO bank. An employee may not go into a negative PTO balance.

<u>Years of Service from MGL Date of Hire (DOH)</u>	<u>Hours Earned/ Hours Paid</u>
Hire to 5th anniversary date of hire (ADH)	.0808
5th ADH to 10th ADH	.1000
10th ADH to 15th ADH	.1192
15 th ADH ++	.1385

- (b) There shall be no use by employees, or deduction by the Employer, of PTO hours which result in a negative PTO balance.
- (c) PTO must be used to cover all absences except as listed below:

1. Part or all of an employee's shift is canceled due to a low census day off (LCDO).
 2. An employee is on an approved leave of absence paid by worker's compensation, disability insurance (excluding the three week elimination period leading up to Short Term Disability payments), or is on military leave, jury duty, bereavement leave, or as otherwise provided in Article 7, Leaves of Absence, Section 7.11.
 3. Section 8.8 Holidays for Part Time employees.
- (d) PTO accrues on all hours paid to a maximum of 80 hours per pay period.
- (e) PTO Cash Out: An employee may cash out accrued PTO up to twice during each calendar year at its full value. An employee must leave at least 80 hours of PTO in his/her bank when converting to cash.

Sections 9.4 through 9.6 Apply to All Employees:

Section 9.4.

Effective the first pay period following ratification of this Agreement, the maximum PTO bank accrual will be capped at 400 hours. Effective with that pay period, any employee with a PTO bank of 400 or greater hours will automatically be cashed down to 350 PTO hours at a 1 to 1 conversion, unless the employee notifies the Employer that he/she wishes to be cashed down to a different number of hours between 350 PTO hours and the maximum cap of 400 PTO hours. In lieu of receipt of cash, employees may elect to roll the cash equivalent of their PTO hour over 350 on a pre-tax basis into their Defined Contribution 403(b) account if permitted by law.

Section 9.5. Paid Time Off hours shall be paid out at full value upon termination or retirement.

Section 9.6. Use of PTO: PTO may be used under the following circumstances:

(a) Sick Leave:

1. Use of Sick Days: Employees shall be required to inform their department, as required by department policy, when ill and unable to work. Employees in nursing and twenty-four (24) hour staffed departments must give notice at least two (2) hours in advance of their scheduled shift. All other employees must notify their department at least one (1) hour in advance of their scheduled shift. The Employer shall be responsible for scheduling replacements for employees using sick leave.
2. Employees shall be allowed to use PTO for the illness of a family member with whom they reside. (The current absenteeism policy would still apply to such leave.)
3. Certification: The manager may request documentation of an absence or certification of disability from a physician or Employee Health Services, if (1) the absence is more than three (3) consecutive, scheduled work days; (2) the employee has a current written discipline for absenteeism in his or her personnel file; or (3) when the manager has reliable information, which calls into question

the validity of the excuse.

Supervisors should not ask for certification unless one of the above conditions is met. It is the employee's option to go to their physician or Employee Health Services.

- (b) Emergency PTO: Generally, PTO is to be requested at least two (2) weeks in advance. PTO may at times be requested of and approved by the manager or immediate supervisor or Charge Nurse on shorter notice for unforeseen personal and/or urgent reasons.

Every reasonable effort will be made to approve such leave.

Every reasonable effort will be made by the Employee to give twenty-four (24) hours notice.

- (c) Sick Leave Donations:

1. Policy: The Employer shall adopt and maintain a policy, which allows for donations of leave to other employees who are on sick leave.
2. Changes: This policy will not be changed without prior notification and discussion and the Union reserves the right to grieve the reasonableness of the changes to the policy.
3. Monitoring: The Employer, upon request by the Local President, Local Service Representative or Chief Steward, will make records of donations available to the Union for review.

- (d) Vacation

- (i) Vacation Approval: Unless the employees in a department vote to use an alternative method (as described below), vacations shall be approved using the standard method.

1. Standard Method

- (a) Annual Submissions: Employees shall submit requests for vacations during prime times by January 31st of each year. The Employer shall respond no later than two (2) weeks after January 31st. In case of conflicting requests, seniority shall be used provided any time over two (2) weeks does not conflict with any other employee's request. An employee may submit a second or third preference in the event that the employee's other preference conflicts and is granted to a more senior employee.

Definition of Prime Time

Spring Break:	March 15 to April 15
Summer:	Memorial Day to Labor Day

- (b) Other Submissions: Requests submitted for non-prime time or

request for prime time submitted after January 31st shall be granted on a first-come, first-granted basis provided such requests shall not be submitted more than one (1) year in advance. Requests submitted on the same day by multiple employee's shall at the end of that business day be awarded by bargaining unit seniority unless the employees in the department/unit decide to use an alternative method by a majority bargaining unit member vote conducted by the Union and shall be in effect for the life of the contract.

2. Alternative Methods: A department may, by majority employee vote, decide to use an alternative method. The method must be decided at the time of the vote and will be in effect for the life of the contract.

The Employer must be notified by the Union that a particular department is using an alternative method voted in by that department's employees.

- (ii) Vacation Relief: The Medical Center shall be responsible for scheduling replacements for approved vacations.

If an employee trades a day with another Employee and it is approved by management or if an employee finds his/her own coverage for a PTO requests it is approved by management and the employee covering the shifts in either situation becomes unavailable Section 9.7 (c) (ii) applies and requires the Medical Center to schedule a replacement.

- (iii) Generally, an employee will not be granted time off when there is insufficient PTO to cover the absence. Exceptions may be made due to extenuating circumstances.

It is solely in the manager's discretion as to whether or not to grant time off when there is insufficient PTO, but some examples of extenuating circumstances could be:

- * An employee has used all her/his PTO due to LCDO's or medical leave.
- * The manager can reasonably expect the employee to have the PTO by the time the leave occurs.

- (iv) Managers may grant a request contingent upon the employee having enough PTO by the time the leave occurs.

- (v) PTO Donations: Bargaining Unit employees may donate PTO hours to other regular full and part time employees who are on approved leaves of absence and have exhausted their PTO banks. Donations are made on an hour for hour basis. The minimum donation is 1 hour. The donating employee may not donate if the total number of donated hours would result in his/her own bank being less than 40 hours at the time of the donation. Donated hours are transferred to the receiving employee's PTO bank. Donated hours will not be returned to donor.

Article 10: ADVERSE WEATHER

When the employer declares an adverse weather day as defined in the Adverse Weather policy, a bargaining unit employee's absence shall not be counted as an unscheduled or unexcused absence as defined in the absenteeism policy and a tardy shall not count as a tardy as defined in the absenteeism policy.

In the event there is an adverse weather day declared as defined in the adverse weather policy, the Low Census Day Off (LCDO) language shall apply.

If a bargaining unit employee is unable to leave work because of adverse weather conditions, a bargaining unit employee shall be compensated for actual hours worked, including overtime provisions, as defined in this agreement.

If a bargaining unit employee reports to work and is unable to work because her/ his department or unit is closed because of the weather, the bargaining unit employee shall be paid a minimum of two (2) hours report time.

Article 11: BENEFITS

Section 11.1. Health and Other Insurance Benefits:

Effective as soon as open enrollment can be completed following the ratification of this Agreement, and continuing through the end of the last payroll period in 2014, the following insurance and other benefits will be offered:

(a) **Health Insurance Plans**

- 1) Blue Cross
- 2) McLaren Health Advantage Green

The Employer may eliminate the Blue Cross Traditional plan if less than 20% of bargaining unit employees are enrolled, effective the following benefit year.

(b) **Eligibility.** Any employee shall be eligible for health insurance the first day of the month following employment.

(c) **Full-Time and Part-Time Employee Defined:** For purposes of Healthcare Benefit Coverage, a Full-time employee and a Part-time employee will be defined as follow:

- a. Full-time benefits offered to McLaren employees are based on budgeted 60-80 hours per pay period.
- b. Part-time benefits offered to McLaren employees are based on budgeted 32-59 hours per pay period.

(d) Premium Contributions and Amendments to Health Insurance.

2014 Health Plans			
<u>Health Plan Coverage</u>		Full-Time Employee Contribution Percentage	Part-Time Employee Contribution Percentage
<u>McLaren Health Advantage - Green</u>			
Single		11.0%	11.0%
Two Person		11.0%	50.0%
Family		11.0%	50.0%
<u>Blue Cross Blue Shield of Michigan Traditional</u>			
Single		21.0%	21.0%
Two Person		21.0%	50.0%
Family		21.0%	50.0%
2014 Prescription Drug Co-Pays			
	Generic	Formulary Brand	Non-Formulary Brand
Health Advantage Green	\$15.00	\$30.00	\$45.00
BC/BS	\$15.00	\$30.00	\$45.00

1. The traditional employee premium contribution shall continue to be calculated using the rate determined from combining Union and non-Union claim experience.
2. The Employer and the Union will continue to discuss the self-insured plans.
3. A \$500.00 deductible shall apply to the Blue Cross plan for inpatient admissions. This deductible will be waived for emergency or McLaren admissions or admissions for treatment not offered by McLaren.

Section 11.2 Life Insurance.

(a) Effective the first day of the month following date of hire, or date of hire if date of hire is the first day of the month all full-time employees and all regular part-time employees who have completed the same period of employment who work a minimum of thirty-two (32) hours per pay period shall receive Term Life Insurance benefits. The Employer reserves the right to select the insurance carrier. Each employee will receive an insurance booklet which will set forth the insurance program in greater detail.

(b) The life insurance benefit will be maintained at a minimum amount of \$10,000.00 or one times salary, whichever is greater, but will not exceed \$70,000.

(c) If allowed by the carrier, an employee shall be allowed to purchase additional coverage through payroll deduction.

Section 11.3. Professional Liability Policy: Professional liability policy either self-insured or through a common carrier shall be maintained for all employees. The actual amounts will be provided to the Union Office on an annual basis by the Employer's legal counsel.

Section 11.4. Dental Insurance.

The following dental insurance plans; one (1) to be chosen at the employee's discretion:

1. Delta Dental
Dental coverage shall consist of benefit levels of:
 - * 100% - Class I (diagnostic, preventative and emergency)
 - * 50% - Class I (balance of Class I including radiographs)
 - * 50% - Class II
 - * 50% - Class III
 - * Maximum of \$800 per year per employee and/or dependents on Class I and II benefits
 - * Class III benefits shall not exceed the \$750 lifetime benefit per eligible person.
2. Midwest Dental Plan E.
 - (a) Eligibility: Effective the first day of the month following date of hire, or date of hire if date of hire is the first day of the month.
 - (b) Premium Contributions. The premium contribution for dental insurance for all regular full-time employees electing single, double or family coverage and part time employees electing single coverage shall be 0%. The premium for dental insurance for all regular part-time employees selecting double or family coverage shall be (50%).
 - (c) Regular employees budgeted to work 60 hours or more per pay period shall be entitled to the dental coverage at the same premium contributions as full-time employees.

Section 11.5. Vision Care Program:

Effective the first day of the month following date of hire, or date of hire if date of hire is the first day of the month, full time and regular part-time employees may elect to receive coverage under the Core and Buy Up My Choice Vision Plan, set forth in the attached Plan Description at 0% contribution if they elect single, two person or family coverage. The Vision Care Program shall consist of:

- (a) One eye examination during a period of twenty-four (24) consecutive months for an adult covered by this plan. One eye examination during a period of twelve (12) consecutive months for children under 19 years of age. The benefits shall consist of the prevailing and customary charge less a \$10.00 co-payment by the covered person.
- (b) One pair of lenses or contact lenses during a period of twenty-four (24) consecutive months for an adult covered by this plan. One pair of lenses or contact lenses during a period of twelve (12) consecutive months for children under 19 years of age. The maximum benefit shall consist of \$75 less a \$10.00 co-payment by the covered person (\$110.00 for contacts). Effective 04/01/97, Bi-focals, tri-focals, etc., shall be increased by \$25.00.
- (c) Frames during a period of twenty-four (24) consecutive months for an adult covered by this plan. Children under 19 years of age, once during a period of twelve (12) consecutive months. The maximum benefit shall be \$60.00.
- (d) The Employer reserves the right to self-fund the eye care program provided the benefits

remain the same.

Section 11.6. Disability Insurance:

- (a) Short-term Disability: Employees budgeted to work 60 hours or more per pay period shall be entitled to short-term disability under the following conditions after 6 months of continuous employment:
- (i) It begins after twenty-one (21) calendar days of sick leave.
 - (ii) It pays 70% of base weekly wage gross (before taxes).
 - (iii) It ends when the employee is eligible for long-term disability or returns to work. The maximum benefit is 365 days.
 - (iv) It requires application for STD in Human Resources.
 - (v) An employee can receive it in addition to paid leave up to a maximum of their regularly budgeted hours (e.g. 70% STD and 30% PTO)

(b) Long-Term Disability:

The Employer agrees to maintain a long-term disability insurance policy for full-time employees and regular part-time employees who work at least thirty (30) or more hours per week, no later than six (6) months following employment. The long-term disability benefit will be equal to 70% of the employee's monthly income up to a maximum benefit of \$5,000 and it will commence after three hundred sixty five (365) days of disability and continue until the employee is able to return to work, is eligible for SSI benefits, or reaches age 65.

Section 11.7 Effective the first full pay period of the 2015 benefit year, the following insurance and other benefits will be offered under the terms and provisions set forth below.

(a) Cafeteria Style Health Benefits:

The Employer will be continuing a "cafeteria style" benefits program for its hourly non-union employees. Except as otherwise provided below, the Employer will provide the same program on the same basis and terms to all POST bargaining unit employees, including but not limited to monthly premium contributions, in-network and out-of-network deductibles, co-pays and co-insurance, out-of-pocket maximums, plan design and benefits. The benefit program will include health, dental, vision, short-term disability, life insurance, optional life insurance, and flexible spending (health and dependant care) accounts. Except as otherwise provided, the Employer reserves the right to make changes to the administration of the Plan and the benefits offered upon thirty (30) days notice to the affected employees and the Union, provided comparable benefit levels are maintained and at least two (2) options are provided. The Plan document governs in the case of a conflict with this collective bargaining agreement.

(b) Benefit Eligibility. Full and part-time employees as defined in subsection (c) below, will be eligible for health, dental and vision benefits on the first day of the month following one (1) month of continuous employment.

(c) Full-Time and Part-Time Employee Defined: Unless otherwise provided, for purposes of Benefits Coverage for all benefits covered by this Article, a Full-time employee and a

Part-time employee will be defined as follow:

1. Full-time benefits offered to MGL employees are based on budgeted 60-80 hours per pay period.
2. Part-time benefits offered to MGL employees are based on budgeted 32-59 hours per pay period.

(d) Premium Contributions and Amendments to Health Insurance:

1. Effective the first full pay period of the 2015 benefit plan year, the monthly Health Insurance premium employee contribution for full-time employees electing any level of coverage shall be 12% for the Premier plan and 18% for the Premier Plus Plan.
2. Effective the first full pay period of the 2015 benefit plan year, the monthly Health Insurance premium employee contribution for part-time employees electing any level of coverage shall be 27% for the Premier plan and 38% for the Premier Plus Plan.
3. Full-time and Part-time employee premium contribution cost share for Premier may increase by no more than an additional two (2) percent each year of the contract and for Premier Plus may increase by no more than an additional three (3) percent each year of the contract. In no event will the monthly Health Insurance premium employee cost share be greater than that of any other MGL MyChoice participant.

11.8 Life Insurance.

- (a) Full-time employees and all regular part-time employees who are normally budgeted to work thirty-two (32) hours per pay period or more will be eligible to receive Term Life Insurance benefits effective the first day of the month following six (6) full months of continuous employment.
- (b) Employees will participate in an open enrollment process and select coverage in the new "My Choice" Benefits program to begin in 2015. The Employer will offer the same program on the same basis and terms to bargaining unit employees.

Section 11.9. Professional Liability Policy: Professional liability policy either self-insured or through a common carrier shall be maintained for all employees. The actual amounts will be provided to the Union Office on an annual basis by the Employer's legal counsel.

Section 11.10. Dental Insurance.

- (a) Employees will participate in an open enrollment process and select coverage in the new "My Choice" Benefits program. The Employer will offer the same program on the same basis and terms to bargaining unit employees.

Section 11.11. Vision Care Program:

- (a) The Employer will offer vision benefits to all eligible full time and part time employees

of the bargaining unit. Vision benefits to all eligible full time and part time employees shall become effective on the first day of the month after one (1) month of employment.

- (b) Employees will participate in an open enrollment process and select coverage in the new “My Choice” Benefits program. The Employer will offer the same program on the same basis and terms to bargaining unit employees.

Section 11.12. Disability Insurance:

- (a) Full-time employees and all regular part-time employees who are normally budgeted to work thirty-two (32) or more hours per pay period will be eligible to receive Disability Benefits effective the first day of the month following six (6) months of continuous employment. Employees already receiving short-term disability benefits as of the last pay period in 2014 shall continue to receive such benefits under the terms in effect for POST employees prior to the beginning of the first full pay period in 2015.
- (b) Employees will select coverage under the “My Choice” benefits program. The Employer will offer the same program on the same basis and terms to bargaining unit employees as those offered to non-bargaining unit employees.
- (c) Long-Term Disability:

Effective the first full pay period of the 2015 benefit year, Long-Term Disability benefits will be eliminated, with the exception that employees already receiving Long-Term Disability as of that date will continue to receive benefits under the plan in effect immediately prior to the first full pay period of the 2015 benefit year, until such time as the maximum benefit level has been exhausted.

The benefits covered in Sections 11.13 through 11.16 will be effective for the entire term of this Agreement.

Section 11.13. Health Insurance Opt-Out: If the Employer offers a new health insurance opt out to any other employees, the same offer shall be made to POST bargaining unit employees.

Section 11.14. Flexible Spending Accounts:

- (a) Flexible spending accounts for Dependent Care and Medical Reimbursement into which employees can contribute pre-tax dollars will be available.

Administrative costs for these accounts will be paid out of the individual accounts. The Employer reserves the right to select the vendor if third party administration of these accounts is done. Any forfeitures in accounts at the end of the plan year will inure to the Employer and be used to cover liabilities and losses.

Contributions will be made on a bi-weekly payroll basis throughout the year based on an annual election by the employee.

- (b) The maximum amount an employee can contribute to the dependent care account shall be \$5,000.00 per year, and the maximum for the medical reimbursement account shall be \$2,500.00 per year.

- (c) If the Employer amends the plan for other employees to allow for reimbursement of expenses beyond the current twelve (12) month period, the same amendments shall become immediately effective for bargaining unit employees.-

Section 11.15. Retirement Program:

- (a) Effective January 1, 2012, all POST members of the bargaining unit shall be eligible to participate in the employer contributions portion of the McLaren Employees' 403(b) Retirement Plan (the "McLaren 403(b) Plan") when they satisfy the eligibility requirements under the plan to receive the employer contribution, provided the employee has not accrued a credit year of service in the applicable year under the Pension Plan. A detailed description of the McLaren 403(b) Plan is contained in the benefit summary provided to each employee. Employees they shall remain eligible to participate in the voluntary employee contribution portion of the McLaren 403(b) Plan.
- (b) Effective January 1, 2012, POST members who were active participants in the Pension Plan as of December 31, 2011, and were born between 1957 through 1966, will receive an additional one and one half (1.5%) percent basic contribution to the McLaren 403(b) Plan each calendar year if they otherwise satisfy the eligibility requirements under the McLaren 403(b) Plan to receive employer contributions, provided the employee has not accrued a credit year of service in the applicable year under the Pension Plan. If the employer provides other non-union employees a greater benefit, then the POST bargaining unit members will receive the same benefit as the non-union employees.

Section 11.16. Other Retiree Benefits:

- (a) Retirees shall be entitled to purchase prescription drugs at invoice cost at the Outpatient Pharmacy.
- (b) In addition to any rights under COBRA, employees hired on or before April 14, 2005 who leave and are vested and at least age 55 will be allowed to continue their health care until the employee is eligible for Medicare by paying the group rate premiums themselves.
- (c) Retiree Healthcare Subsidy Benefit
 - 1. All POST bargaining unit employees who retired on or before April 14, 2005, shall be eligible for a subsidy of up to a \$200.00/month to reimburse the retiree for the partial cost of any health insurance plan or policy covering such retiree (such as through COBRA continuation coverage, IRMC health insurance after COBRA for employees hired on or before April 14, 2005 as stated in (b) above, a plan or policy through a spouse's employer, or a private commercial insurer) provided that the retiree meets and maintains the following criteria:
 - a. Employee is at least 60 years of age with 20 years of continuous IRMC service on the date of retirement; and
 - b. Employee retires on or after the effective date of this Agreement with a pension benefit from any IRMC Employee Retirement Plan; and
 - c. Employee is participating in an IRMC sponsored health insurance plan on the date of retirement, and
 - d. Employee provides proof of payment of the health insurance described in paragraph (c)(i) above.

2. Subsidy for post-retirement health insurance premiums will continue until one of the following events occur:
 - a. Retiree fails to request the subsidy or provide proof of the payment under the employer established guidelines; or
 - b. Retiree becomes eligible for health insurance benefits or (any) subsidy through another employer of the retiree; or
 - c. Retiree becomes eligible for Medicare; or
 - d. Retiree has reached the 60th month of his or her retirement.
3. If a retiree does not meet the criteria under 11.10, (c)(i) or loses eligibility under 11.10, (c)(ii), s/he is consider ineligible to receive the subsidy and cannot re-establish eligibility. The subsidy is only available for medical insurance (including hospitalization and prescription drug coverage) and cannot be used for dental or vision coverage.
4. The monthly subsidy is equal to the lesser of the following: \$200.00 or the cost of the healthcare premium paid.
5. IRMC and the Union reserves the right to modify, amend, increase or eliminate the benefit described in paragraph 11.10 (c) Retiree Health Benefit in any subsequent negotiations.
6. The parties agree to re-open negotiations solely related to this benefit should any national health insurance plan be developed. The No Strike/No Lockout Article of this Agreement will remain in full force and effect during any re-opener.
7. Any employee who is hired on or after April 14, 2005 and who subsequently retires will only be entitled to his or her statutory COBRA continuation coverage rights of IRMC – sponsored group health plans and, if eligible, the subsidy described in paragraph 11.10(c).

Article 12: NEW CLASSIFICATIONS AND JOB DESCRIPTIONS

Section 12.1. New Classifications.

New classifications may be established by the Employer with wage ranges assigned based on relevant survey data and internal wage structure. The Employer agrees to negotiate with the Union the rate of pay for such new classification within the first six months after posting the new position.

If the parties are unable to reach agreement the Union may submit the issue to arbitration in accordance with the grievance procedure (using Policy and Discharge grievance procedure).

If a higher wage range is negotiated, any bargaining unit employees in that classification will be placed in the higher range at their six month anniversary date of hire/transfer.

If a bargaining unit employee transfers to a position in a new classification and then a higher wage range is negotiated, that bargaining unit employee shall be placed on the new scale on the 6 month anniversary of the transfer. The bargaining unit employee's step on the new scale shall be

the step the bargaining unit employee would have been on if the classification was in the higher scale originally.

Section 12.2. Job Descriptions. Each employee shall, upon request, be given a job description which shall list the substantial responsibilities of the job. The Employer agrees to provide the Union with copies of the job descriptions for the bargaining unit classifications. For informational purposes, the Employer will notify the Union when it makes any changes in those job descriptions.

Article 13: RECLASSIFICATIONS

Section 13.1. Reclassifications:

- (a) The Employer will consider reclassification requests. Requests may be submitted by the Union in writing each year during the month of February. The Employer may develop a form for such requests.
- (b) Requests may be based on any of the following:
 - 1. The wage range midpoint is at least 3% below relevant survey wage range midpoint range.
 - 2. Substantial numbers of additional duties which require higher skills, abilities, or knowledge than current job description have been added to the classification.
 - 3. Recruitment or retention problems.
- (c) The Employer shall respond in writing to any requests by April 30th. Increases will go into effect the first pay period following resolution of any request.
- (d) Union and Management shall have meetings after the requests are made to discuss the potential upgrades.
- (e) If the Employer denies a reclassification request, they must do so in writing and state the basis for such reclassification denial and address the points the Union made in favor of the reclassification request in the written denial.

Article 14: BARGAINING UNIT WORK

Section 14.1. Bargaining Unit Work.

- (a) Management will not perform bargaining unit work on an ongoing basis.
- (b) Neither the Union nor the Medical Center wish to limit the ability of Management to perform bargaining unit work, in emergency situations or if qualified bargaining unit workers are not available. But management will not do the work if it would cause a layoff, a reduction in hours, prevent the creation of new position(s), or for the purpose of avoiding overtime.

- (c) Management employees include, but are not limited to, Patient Care Managers, Assistant Patient Care Managers, Coordinators, Charge Nurses, Supervisors, Managers and Directors.

Article 15: SUBCONTRACTING

Section 15.1 Subcontracting.

- (a) The Employer reserves the right to subcontract work normally performed by bargaining unit employees. However, if such subcontracting causes a layoff of bargaining unit employees, the Employer agrees to first discuss the decision and impact of the subcontracting and layoff with the Union and give sixty (60) days advance notice, or in lieu thereof, wages the laid-off employees would have earned during the sixty (60) day notice period but for the layoff.
- (b) The discussion of the decision and impact of the subcontracting, which causes a layoff of bargaining unit employees, shall occur prior to the Employer actually deciding whether or not to enter into such agreement or to subcontract the work. The parties shall meet to discuss ways that the work environment can be changed to prevent layoffs. The Union will be given at least a sixty (60) day period after that initial discussion to work with the Employer to illustrate that the work can be performed by bargaining unit employees within the employer's identified parameters. The Employer shall not give the sixty (60) day advance layoff notice, or in lieu thereof, wages the laid off employees would have earned but for the layoff, until the end of the initial sixty (60) day discussion period.
- (c) The Employer will not subcontract in order to discriminate against the Union or employees covered by this agreement because of their union affiliation.
- (d) If the decision to subcontract results in the reduction of bargaining unit positions, the Employer will first reduce positions through attrition and reassignment of employees to bargaining unit vacancies which the employee is qualified to fill or could be qualified to fill within a reasonable amount of training and orientation. The Employer will attempt to maintain an employee's shift, status and rate of pay. Employees that are reassigned due to subcontracting will be given preference as provided in the Job Posting and Bidding Article of this Agreement as a laid off bargaining unit employee.

Section 15.2 Subcontracting Exceptions:

- (a) For the duration of this Agreement through September 30, 2016, the Employer will refrain from exercising its rights to subcontract work normally performed by POST bargaining unit employees if such subcontracting causes a layoff of bargaining unit employees.

Section 15.3 Reorganization and Centralization:

- (a) The Employer reserves its right, after affording the Union a minimum of thirty (30) day's notice and an opportunity for discussion, to consolidate or centralize of services within McLaren Health Care with the exception that the Employer will refrain from any consolidation or centralization of services as it relates to Patient Access and Patient Accounts where such action would result in a layoff of POST bargaining unit employees.

Article 16: NON-DISCRIMINATION

Section 16.1. Nondiscrimination.

- (a) The Employer and the Union shall not discriminate because of race, religion, color, age, sex, marital status, height, weight, national origin, sexual orientation, political beliefs or handicap.
- (b) The Employer shall not discriminate against an employee because of activity as a Union member.
- (c) Any grievance filed claiming this section has been violated shall not be subject to the Arbitration procedures. If the subject of the discrimination is not covered by an outside entity the grievance may be submitted to voluntary mediation as outlined below: This process is intended to mirror the MDCR's and FMCS Mediation Program.

The decision to mediate is completely voluntary and must be agreed to by all parties. The Union must request Mediation on behalf of the Employee within 45 days of the date of the Human Resources response to the grievance on the issue.

The Mediator will not make any decisions as to the outcome of a complaint. The only role of the Mediator is to facilitate discussion in an attempt to resolve the complaint. Settlement is voluntary and only occurs when both parties reach a settlement that both parties are willing to sign.

The parties agree to use either the Federal Mediation and Conciliation Services (FMCS) or the Michigan Employment Relations Commission (MERC) mediators. The cost of the Mediator shall be split 50/50 between the parties. The parties will be responsible for the cost of their own representatives. The Employer will pay for one grievant to attend the hearing, if that grievant is a current employee, at his/her current hourly rate of pay. The Employer and Union will cooperate to ensure the right of either party to adequately prepare or present its position at the mediation 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. Not more than one steward shall be excused from work to attend the hearing other than to serve as a witness. The Employer will not pay lost time for employees involved in the hearing other than for one steward, any witnesses and the grievant(s).

The employee and the Employer may have representation at mediation. The Local Union Representative or designee may represent the employee and the Employer's Chief Human Resources Officer, or designee may represent the Employer. The Mediator will not act as an advocate or offer legal advice to any party.

All mediation participants must sign a terms of mediation agreement at the start of mediation. The terms of mediation agreement outlines the terms in which they are agreeing to participate in mediation. The key features of the terms of mediation agreement include:

1. Parties understand that mediation is voluntary and that they can withdraw from the mediation at any time.

2. Parties agree not to subpoena the mediator or anyone else employed by FMCS or MERC to testify for any reason, nor to subpoena documents created for or during the mediation.

3. It is understood by the parties that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation proceedings.

4. The parties agree they shall not rely on, introduce as evidence in any proceedings, any views, comments or suggestions made by any party or participant that relate to possible settlement of the dispute, any admissions made by another party or participant during the mediation proceedings, or any proposals, opinions, or comments of the mediator. It is further understood that any notes or records made or taken by or for the mediator shall be routinely destroyed.

5. Any obligations imposed by the parties signing a terms of mediation agreement are in addition to, and do not supercede, any obligations imposed by applicable state or federal laws regarding mediation confidentiality.

The Union and the Employer may discuss/publish the fact that a mediation occurred and that an agreement was reached or not reached.

The Mediator will be selected from a list of FMCS or MERC mediators and agreed to by both parties by alternate striking.

Article 17: WORK RULES

Section 17.1. Work Rules. The Employer reserves the right to promulgate and publish from time to time work rules and regulations not inconsistent with this Agreement. The Employer shall furnish the Chief Steward and the Union Service Representative a written copy of any new work rule or regulation in advance of the effective date of the work rule or regulation. If a rule is changed, the changes will be clearly noted in footnotes. The Union shall have the right to grieve the reasonableness of any work rule or regulation established by the Employer, provided the Union objects within thirty (30) calendar days after receipt of the written copy of the work rule or regulation. The grievance shall be processed initially at Step 2 of the Grievance and Arbitration Procedure.

Article 18: ENVIRONMENT OF CARE

Section 18.1. Environment of Care. The Union and the Employer agree to work cooperatively toward the implementation and enforcement of such safety rules and practices as are adopted. A Environment of Care Committee shall be established by the Employer. Membership on such committee shall include two persons from the bargaining unit appointed by the Union. For informational purposes, the Union shall receive a copy of the minutes of the Environment of Care Committee meetings and any response the Employer has to recommendations from the Environment of Care Committee.

Should the Environment of Care Committee fail to respond to issues, the employee or employees shall have the right to utilize the grievance/arbitration process.

Article 19: HARASSMENT

It is the intent of the Hospital to create and maintain a work environment free of harassment and unduly offensive behavior.

Section 19.1. Sexual Harassment. The parties support a workplace free from sexual harassment and Employer's policy prohibits such conduct.

Section 19.2. Other Harassment.

- (a) **Racial/Ethnic/Religious Harassment** is defined to include, among other conduct, threats, insinuations, innuendo, racial, ethnic, or religious slurs, demeaning jokes, or other offensive statements or conduct based on race, ethnicity, or religion directed at an employee, patient, volunteer, visitor or a racial, ethnic, or religious class or group.
- (b) **Personal Harassment** includes excessive or offensive verbal abuse, touching, mocking, leering, being made the object of jokes or other conduct which demeans or intimidates a person. Personal harassment includes but is not limited to handicap, personal characteristics, mannerisms or sexual orientation.
- (c) An employee who believes he/she is being harassed because of his/her race, ethnicity or religion by anyone or subjected to any other form of harassment, shall immediately report such harassment to management.
- (d) Complaints received will be promptly investigated and appropriate action taken according to the Employer's policy. The Hospital will take reasonable measures to treat complaints discreetly and respect personal privacy rights of the person making the complaint and any accused party.
- (e) All employees have a responsibility to maintain a workplace free of harassment. This duty includes promptly reporting any violations or suspected violations to management.

Article 20: SUBSTANCE ABUSE RULE AND TESTING

Section 20.1. The Employer may institute a policy for testing employees for drugs or alcohol when reasonable suspicion exists. Such a policy must be instituted for all employees of the Employer. Such a policy may not include random testing.

Retaliation against an individual who self reports or reports suspicion of substance abuse or participates in investigations regarding alleged substance abuse is strictly prohibited.

An employee who is rehabilitated may be eligible for protection as defined by the American with Disabilities Act.

Section 20.2. Reasonable suspicion exists when information, observation(s), or circumstances would cause a reasonable, prudent person, acting in good faith, to believe or suspect that a violation of the Hospital's drug/alcohol policy has occurred. This includes, but is not limited to, circumstances under which the employee appears to be under the influence of drugs or alcohol, or in which the employee's work performance, work product, or behavior would lead a reasonable person to suspect drug or alcohol use or abuse.

If reasonable suspicion is based solely upon one person's observation(s) and or perception(s), corroboration by a second person or other independent evidence shall be required before the employee is requested to submit to testing.

Section 20.3. Drug/alcohol test will only be administered by qualified personnel or a Hospital-approved physician. During the testing procedure, an employee may request that a steward or co-worker be present to witness part or all of the process. If the testing procedure utilized samples, the sample will be given a number for processing in order to protect confidentiality. The employee will initial the lab slip accompanying the numbered sample to confirm appropriate processing of the sample.

When blood and/or urine test results are positive, a confirmatory test by a laboratory outside the Hospital will be utilized.

Section 20.4 When an employee is suspected of diversion, use or impairment, the employee may be suspended without pay during an investigation suspension. Explanation for the suspension will be provided to the employee and Local 459 representative. The employee may use PTO for compensation during his/her suspension. If the employee is reinstated without a suspension level disciplinary action her/his bank will be replenished. For those employees suspended during investigation who do not receive any form of compensation and who is reinstated without a suspension level disciplinary action, retroactive pay will be provided. For those employees using a combination of bank and uncompensated time and who is reinstated without a suspension level disciplinary action, the employer agrees to make the employee whole depending on bank and uncompensated time utilization.

Section 20.5 If the results of testing are positive, the Employee will be offered the opportunity to seek assistance and may be offered a Substance Abuse Letter of Agreement. The Letter of Agreement shall be jointly executed by the Employer, the Employee and the Union.

Section 20.6. Employees who fail to comply with the Employer's substance abuse policy will be subject to discipline (see policy).

Article 21: HOURS OF WORK

Section 21.1. Work Schedules.

(a) Posting Schedules. The Employer shall post the schedules of work at least two weeks in advance, but this shall not restrict the Employer in adjusting the schedule with less notice when service requirements of the Employer necessitate.. The Employer agrees to promptly notify the employee involved when a change in the posted schedule is made.

(b) Extra Hours and/or Overtime. It is recognized by the Union and the Employer that the care and welfare of Employer patients requires service on a seven (7) day week, twenty-four (24) hour a day basis. Employees are expected to work a reasonable amount of extra hours and/or overtime upon request and the Employer agrees that it will not make unreasonable requests for extra hours/overtime.

(c) Establishing Volunteer List: The Employer shall establish a list of volunteers by posting a list of open shifts/hours for each department/unit and allow bargaining unit employees to sign up to volunteer to work by day and shift. The schedule shall be posted within the department at least two (2) weeks prior to shift. It is the employee's responsibility to notify the employer for each

day and shift that they are available to work extra hours or overtime.

(d) Distribution of Extra Hours and Overtime:

1. When the Employer has a need for extra hours/overtime on a particular shift on a particular day the following process shall be used utilizing the lists of volunteers as follows:
 - a. The hours shall be awarded to the most senior bargaining unit employee on the volunteer list that the hours do not result in overtime; then
 - b. If the hours would be overtime to bargaining unit employees, the employer may award the hours to qualified Temporary Relief Employees for whom the hours do not result in overtime; then
 - c. If the hours would result in overtime in 1 & 2 above, the shifts/hours shall be awarded to the most senior bargaining unit employee that signed up willing to work the hours as overtime.
- 2) The following will be applicable to those departments in nursing using Web Scheduler. Awarding of extra hours for Post-Finalized schedules: The Employer will award the shift/extra hour in the following priority:
 - a. After the finalized schedule has been posted, extra hours and/or overtime will be awarded to the most senior bargaining unit employee, who has put in a request on a given date, as long as the hours will not result in overtime.
- 3) Short Notice Option: If the Employer receives notice of a vacancy defined as fewer than 2 hours notice, the Employer may elect to forgo the volunteer list and fill the vacancy by extending the hours of employee(s) currently working by having them work longer or by extending the hours of employees scheduled to work the immediate next shift by calling them early, by soliciting volunteers from within the department, shift and classification. Volunteers would be solicited beginning with the highest senior employee working in the department, shift and classification.
- 4) Employees who volunteer for overtime or extra hours shall not have a regular shift cancelled as a result of accepting the overtime or hours unless at the employee's request or required by the Low Census Days Off Article of the Agreement
- 5) A temporary relief employee can be bumped if a bargaining unit employee is willing to work the hours and indicates his/her availability at least 48 hours prior to the shift except that the hours may not result in overtime for the bargaining unit employee unless the temporary relief employee would also be in overtime status.

NOTE: Management reserves the right to split extra hours.

(e) Mandating Extra Hours, Shifts, and/or Overtime

1. The Employer and the Union recognize the necessity of calling in employees on a day-to-day basis at times other than their posted schedule and this circumstance may require a change in the posted schedule.
2. Overtime and Extra Hours, Shifts and/or Overtime Defined - Overtime and extra hours is time the employee works above his/her regular shift by staying over at the end of the shift

in order to complete his/her work Eligibility to receive time and one half for overtime and extra hours is determined under Section 21.7 Overtime in this Agreement.

3. **Mandatory Extra Shift Defined** - Mandatory extra shift is any portion of a shift or an entire shift that an employee is required to come in or remain at the end of his/her shift to fill a hole in the schedule.
4. **Filling Mandatory Extra Hours/Shifts** - When the Employer's attempts to fill these vacancies by soliciting volunteers has been exhausted, employees will be mandated to work using department or unit specific criteria (e.g. specific skill needed) based on seniority, low to high. Administering of mandated hours shall first be applied to those employees "in the shift where the vacancy exists" by seniority, low to high, followed by "outside the shift where the vacancy does not exist" by seniority, low to high.

The Employer shall skip the least senior employee(s) and assign the shift to the next low senior employee if it would cause the lower senior employee(s) to work more than 16 hours for the Employer in a 24 hour period or to work a mandated shift two consecutive days for the Employer.

- (f) **Fit for Duty:** If the Employer calls an employee in to work and the employee cannot be fit for duty prior to the start of the shift (e.g. lack of sleep, the employee has been drinking) the employee shall immediately notify the person calling and shall suffer no consequences for failing to report.
- (g) **Employee Changes Schedule.** When an employee requests a change in his/her posted work schedule, (s)he must first obtain permission from his/her Supervisor or designee before any change in the schedule is made. If it affects another employee, the schedule will not be changed unless mutual consent of the employees involved is obtained.
- (h) **Employer changes work schedule or shifts.** At the present time, work schedules are as recited herein, but nothing contained in the Agreement shall prevent the Employer from making desired changes in work schedules or shifts. Except as provided herein, the Employer agrees to give the Union at least four (4) weeks advance notice of any changes in work schedules or shifts when it is planned for the bargaining unit as a whole or for specific units.

Current Work Schedules

- (1) Eight (8) hour shifts (usually [5] days within seven [7] consecutive days).
- (2) Ten (10) hour shifts (usually [4] days within seven [7] consecutive days).
- (3) Twelve (12) hour shifts (usually three [3] days within seven [7] consecutive days).

Section 21.2.

Section 21.3. Master Schedule Change.

- a) **Master Schedule Change Defined:** A Master Schedule Change is defined as a change in more than one (1) position (classification, shift and budgeted hours per pay period or start times greater than 2 hours for day shift).
- b) If the Employer mandates a master schedule change these changes shall not occur more than two (2) times per person in a twelve (12) month period.

- c) Notice: A four (4) week written notice shall be given to the employee(s) and Union prior to implementation. A copy clearly indicating the schedule change to be made along with a copy of the current schedule shall be provided to the employee(s) and Union when the written notice is provided.
- d) When master schedules need to be changed or revised, the preference of probationary, temporary, on call or per diem employees shall not be given equal or greater priority than those of seniority employees.
- e) When master schedules need to be changed or revised, only employees in the affected positions will be given the option of any newly created positions. Employees shall be given the list of newly created positions and will be allowed to specify a preference for the newly created positions. Priority will be given to bargaining unit employees based on seniority, high to low, in their current classification and status regardless of shift when determining which employee to assign to any newly created position.
- f) If the only position(s) available to an employee is/are either 1) not considered a reasonable offer under the definition of reasonable offer definition in Article 24 Layoff & Recall of this agreement, or 2) if there are fewer positions available than eligible employees, then the employee(s) will be able to have the option to exercise their rights under the layoff article of the agreement. If the employee exercises his/her rights under the Layoff Article of this agreement, the employees options shall include the ability to bump into the unreasonable offer vacancy from the master schedule change or take the layoff.

Section 21.4 Individual Schedule Change:

- a) Individual schedule change is to be used when the Employer has a need to change an individual positions' schedule and not intended for changes affecting more than one (1) employee. An Individual Master Schedule Change is defined as a change in (classification, shift and budgeted hours per pay period or start times greater than 2 hours for day shift).
- b) When making an individual schedule change, the Employer shall identify the least senior positions on the affected shift to change and notify the employee and the Union in writing at least four (4) weeks in advance of the effective date. A copy clearly indicating the schedule change to be made along with a copy of the current schedule shall be provided to the employee(s) and Union when the written notice is provided.
- c) However, if the change eliminates the affected employee's shift and/or would cause the employee to take a position that does not meet the reasonable offer definition in the Layoff & Recall Article of this agreement, the employee shall also have the option of exercising their rights under the Layoff & Recall Article of this agreement. If the employee exercises his/her rights under the Layoff Article of this agreement, the employees options shall include the ability to bump into the unreasonable offer vacancy from the master schedule change or take the layoff.

Section 21.2

Section 21.3. Master Schedule Change.

- g) Master Schedule Change Defined: A Master Schedule Change is defined as a change in more than one (1) position (classification, shift and budgeted hours per pay period or start times greater than 2 hours for day shift).
- h) If the Employer mandates a master schedule change these changes shall not occur more than two (2) times per person in a twelve (12) month period.
- i) Notice: A four (4) week written notice shall be given to the employee(s) and Union prior to implementation. A copy clearly indicating the schedule change to be made along with a copy of the current schedule shall be provided to the employee(s) and Union when the written notice is provided.
- j) When master schedules need to be changed or revised, the preference of probationary, temporary, on call or per diem employees shall not be given equal or greater priority than those of seniority employees.
- k) When master schedules need to be changed or revised, only employees in the affected positions will be given the option of any newly created positions. Employees shall be given the list of newly created positions and will be allowed to specify a preference for the newly created positions. Priority will be given to bargaining unit employees based on seniority, high to low, in their current classification and status regardless of shift when determining which employee to assign to any newly created position.
- l) If the only position(s) available to an employee is/are either 1) not considered a reasonable offer under the definition of reasonable offer definition in Article 24 Layoff & Recall of this agreement, or 2) if there are fewer positions available than eligible employees, then the employee(s) will be able to have the option to exercise their rights under the layoff article of the agreement. If the employee exercises his/her rights under the Layoff Article of this agreement, the employees options shall include the ability to bump into the unreasonable offer vacancy from the master schedule change or take the layoff.

Section 21.4 Individual Schedule Change:

- d) Individual schedule change is to be used when the Employer has a need to change an individual positions' schedule and not intended for changes affecting more than one (1) employee. An Individual Master Schedule Change is defined as a change in (classification, shift and budgeted hours per pay period or start times greater than 2 hours for day shift).
- e) When making an individual schedule change, the Employer shall identify the least senior positions on the affected shift to change and notify the employee and the Union in writing at least four (4) weeks in advance of the effective date. A copy clearly indicating the schedule change to be made along with a copy of the current schedule shall be provided to the employee(s) and Union when the written notice is provided.
- f) However, if the change eliminates the affected employee's shift and/or would cause the employee to take a position that does not meet the reasonable offer definition in the Layoff & Recall Article of this agreement, the employee shall also have the option of exercising their rights under the Layoff & Recall Article of this agreement. If the

employee exercises his/her rights under the Layoff Article of this agreement, the employees options shall include the ability to bump into the unreasonable offer vacancy from the master schedule change or take the layoff.

Section 21.5. Work Week.

- (a) The regular work period, which is the pay period, shall be eighty (80) hours performed on ten (10) days of eight (8) hours each within a period of fourteen (14) consecutive days. The regular work period applies to a full-time employee and does not apply to a part-time employee who works on a schedule that may change from time-to-time for mutual accommodation.
- (b) The regular work period for employees on twelve (12) hour shifts shall be seventy-two (72) hours, performed on six (6) days of twelve (12) hours each within a period of fourteen (14) consecutive days.
- (c) The regular work period for employees on ten (10) hour shifts shall be eighty (80) hours, performed on eight (8) days of ten (10) hours each within a period of fourteen (14) consecutive days.
- (d) This section does not preclude the Employer from making layoffs or reducing hours in accordance with the Agreement.
- (e) This section does not preclude the Employer from offering employees on twelve (12) hour shifts an additional shift to give them an eighty (80) hour pay period.

Section 21.6. Lunch and Break Period.

- a) Lunch Periods: Employees shall receive a one-half (1/2) hour unpaid lunch period if scheduled to work six (6) or more hours per shift. An employee denied an uninterrupted lunch period shall be paid for that time.
- b) Break Periods: Rest periods are limited to one ten (10) minute break for each four (4) hour work period. Employees on nine (9), ten (10) hour or twelve (12) hour shifts shall receive one ten (10) minute break and one fifteen (15) minute break.
- c) Managers may determine when employees are allowed to take breaks. Managers may require employees to be accessible for emergency situations. An employee is required to remain on the campus during breaks. Rest periods may be suspended in an emergency when determined to be necessary by the manager. Breaks voluntarily not taken do not accumulate. Breaks cannot be accumulated for one shift to another.
- d) Break areas are provided in the Medical Center for employees to take their breaks.
- e) If a manager suspends break(s) during an emergency, (s)he may use good judgment in permitting a longer break later in the day.

Section 21.7. Overtime Work Premium.

- (a) Employees working eight (8) hour shifts who are classified as 8 and 80 shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) in

any one (1) workday or eighty (80) in a fourteen (14) day period. Employees working eight (8) hour shifts who are classified as forty (40) hour non-exempt shall receive time and one-half (1-1/2) after forty (40) hours in a seven (7) day workweek.

- (b) Employees in a twelve (12) hour shift program who work thirteen (13) or more hours in any one workday shall receive overtime for all hours worked over thirteen (13) in a workday or over forty (40) in a seven (7) day workweek.
- (c) Employees in a ten (10) hour shift program who work ten (10) or more hours in any one workday shall receive overtime for all hours worked over ten (10) hours in a workday or over forty (40) in a seven (7) day workweek.
- (d) Employees who work other than 8, 10, or 12 hour shifts or who are regularly scheduled to work shifts which are a combination (i.e., some 8's and some 12's) shall receive overtime for any hours worked over forty (40) in a work week or any daily hours worked in excess of thirteen (13) in a day.

Section 21.8. Workday.

A workday shall be defined as a period commencing at 6:00 p.m. and ending at 5:59 p.m. the next night. Employees whose shift includes 6:00 pm will be paid for the date on which they punch in.

Section 21.9. Working Out of Definition.

The Employer will not regularly schedule temporary relief employees in lieu of bargaining unit employees, except as allowed in extra hours and overtime distribution or as indicated in 21.9 (c) below.

- (a) If a temporary relief employee works thirty two (32) or more hours per pay period for four pay periods or more within sixteen (16) pay periods performing bargaining unit work, then the Medical Center shall post a position for that unit and classification. The position shall be posted within fourteen (14) calendar days and filled in accordance with the MGL-wide posting process.
- (b) A non-probationary employee classified as a regular part-time employee who works more than sixty (60) calendar days at full-time hours shall accrue benefits commencing with the 61st day and shall continue during such full-time work schedule. Insurance coverage, however, shall commence only at the next available date after the 61st day consistent with the rules of the insurance carrier. After the 120th day, the employee shall be considered a regular full-time employee.
- (c) Hours worked by new employees being trained in an established departmental orientation program or hours replacing bargaining unit employees who are on paid or unpaid leave shall not count towards the above. Hours worked in a vacant position which is posted shall not count towards the above.

Section 21.10. Pulling.

- (a) Pulling is defined as requiring an employee to work in a different unit on a day to day basis.

- (b) Prior to pulling an employee, volunteers will be sought. No employee shall be pulled when a per diem or on-call or an agency employee in the same classification is working in the same department, same campus.
- (c) If insufficient volunteers are obtained, employees from a designated unit will be assigned (“pulled”) on a rotation basis as equally as possible among the employees in the affected unit. If a specific skill is required and the employee up for rotation does not possess the skill, the next employee up the rotation may be assigned and it shall count as her/his rotation.
- (d) A bargaining unit employee, scheduled at the Employer’s request to work on her/his designated unit on a given day as extra time above his/her schedule may be pulled to another unit if it is that employee’s rotation. That pull will count towards that employee’s turn in the rotation.
- (e) When an employee is reassigned, patient care assignments will be based on knowledge and experience.
- (f) All nursing units will have available the unit routine for vitals, waters, weights, patient meals, and employee meals. Reassigned employees shall be shown the location of key functions on the unit.
- (g) It may be necessary to reassign a classification and replace with another classification. In all instances an explanation of circumstances will be provided to the affected employee.
- (h) An employee shall not be pulled to a unit where another employee has been given a voluntary LCDO and on call unless the pull occurs after more than ½ (one-half) of the employee’s shift.
- (i) An employee who has been pulled according to this Article shall not be pulled more than once per shift, with the exception of the float pool and volunteers, for more than one pull.

For example, once an employee has been pulled from her/his unit they can stay on the pulled unit or return to their original unit and cannot be pulled again during that shift in either instance.
- (j) It is not the intent of the Employer to assign EVS Tech I’s to work assignments that have customarily been performed by Tech II’s.

Section 21.11. Definition of Shifts. For the purposes of defining “shifts” in the collective bargaining agreement, the definition shall be:

<u>SHIFT</u>	<u>START TIME</u>
Days	4:00 am - 11:59 am
Afternoons	Noon - 5:59 pm
Nights	6:00 pm - 3:59 am

Except, Dietary Department, which shift will be defined as:

<u>SHIFT</u>	<u>START TIME</u>
Days	4:00 am – 10:59 am
Afternoons	11:00 am – 6:59 pm
Nights	7:00 pm – 3:59 am

Section 21.12 Department Meetings

- (a) The Employer will not mandatorily require an employee to attend more than six (6) department meetings per calendar year which are outside of the employee's regularly scheduled hours. This limitation shall not apply to continuing education, training, or other educational meetings which are offered to all bargaining unit employees or required to maintain basic competency as dictated in the employee's job description.

Section 21.13 Temporary Transfers to Different Shifts or Department/Units

- (a) An employee may voluntarily offer to fill a vacancy in their department, another department or unit they are qualified to work if the employer has a need for a temporary period of time not greater than twelve (12) weeks unless mutually agreed upon by the employer and the Union. The period of time for the temporary transfer shall be determined prior to the transfer.
- (b) If there is more than one (1) qualified bargaining unit employee interested in the transfer, it shall be awarded to the most senior qualified bargaining unit employee interested.
- (c) The Employer may not utilize these temporary transfers in lieu of permanently filling a position.

Section 21.14 Change Time:

- (a) Employees working in areas that are required to wear specific uniform/clothing that must be changed into at the worksite shall be allowed ten (10) minutes paid time at the start and end of their shifts to change.

Article 22: SENIORITY

Section 22.1. Seniority Definition.

- (a) For all employees in the bargaining unit on April 12, 1996, and who have not left the bargaining unit since that date, seniority shall be defined as an employee's continuous length of service since the last date of hire with the Employer.
- (b) For all employees who enter the bargaining unit after April 12, 1996, seniority shall be defined as an employee's continuous length of service since the last date of hire with the Employer effective upon the completion of the probationary period or effective upon ninety (90) days after entering the bargaining unit, whichever comes later.

An employee who has not been in a regular full-time or regular part-time position either in or out of the bargaining unit prior to entering the bargaining unit shall not be granted more than one (1) year of seniority for service prior to entering the bargaining unit.

An employee's continuous length of service since the last date of hire with the Employer is referred to by the Employer as "MGL Date of Hire".

Section 22.2. Probationary Period.

- (a) New employees shall be considered as probationary employees for the first ninety (90) calendar days of employment. There shall be no seniority among probationary employees.
- (b) The Employer may terminate a probationary employee. The Union shall not be allowed to grieve such a termination.
- (c) The Employer can extend the probationary period for up to an additional sixty (60) days under the following conditions: A written evaluation is given to the employee during the original ninety (90) day period which is signed by the employee and the Employer. A copy of the evaluation must be given to the employee and sent to Human Resources. Human Resources must approve of the extension. An employee's benefits shall not be affected by such extension. If the employee's performance is not satisfactory during the extension the employee may be terminated. The Union shall not be allowed to grieve such a termination.

Section 22.3. 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.

Loss of seniority for reasons listed in (c) and (d) above requires review by Human Resources and is subject to the grievance procedure.

- (e) The employee does not return to work when recalled from layoff as set forth in the recall procedure, unless other arrangements are agreed upon.
- (f) The employee is on layoff status for a period in excess of their recall rights (see Section 24.7).
- (g) The employee is on a non-workers' compensation disability leave for a period of twelve (12) consecutive months.

Section 22.4. Seniority List. A seniority list will be provided to the Union every three (3) months or as needed.

Section 22.5. Seniority Tie-Breakers. Where two or more employees have identical Union seniority dates, seniority rights shall be determined based on MGL seniority. If the MGL

seniority date is identical, seniority rights shall be determined on the basis of the sum of the last four (4) digits of each employee's social security number with preference to the highest number. If the last four (4) digits tie, then the last five (5) will be used.

Article 23: JOB POSTING AND BIDDING

The following procedure(s) will be used when regular vacancies in the bargaining unit are to be filled.

Section 23.1. Unit Postings:

(a) Prior to posting a regular vacancy in the bargaining unit in the MGL-Wide Posting, a regular vacancy shall be posted using the Unit Posting Procedure below, except for those in the listed classifications. Vacancies shall be posted at an identified location for seven (7) consecutive calendar days.

Classifications that cannot be posted using the Unit Posting Procedure:

- 1) Nursing Assistant I or II
- 2) Unit Assistant
- 3) Unit Coordinator
- 4) Secretary
- 5) Receptionist
- 6) File Clerk

(b) Unit Posting Procedure: If there are one or more bargaining unit employees in the same unit and classification, the vacancy shall be announced within the unit to provide qualified bargaining unit employees in the unit and classification an opportunity to bid on the vacancy prior to it being posted MGL-Wide.

(c) Unit Bidding Procedure: A bargaining unit employee interested in the position shall indicate his/her desire to be considered by signing and dating the posting. The Employer is not obligated to contact bargaining unit employees who are on a paid or unpaid leave. However, if a bargaining unit employee on leave indicates in writing (no earlier than one week prior to the leave and no later than the end of the posting period) his/her interest in a shift or hours change, and such a position opens while that employee is on leave, her/his bid will be considered for relevant vacancies that open during his/her leave. An employee on LOA may be denied a position, even if they are considered the most qualified, if they cannot start the position within thirty (30) calendar days after being offered the position.

(d) Awarding Unit Postings: The most senior qualified bargaining unit employee within the unit and classification, that applies during the posting period shall be awarded the position.

The position shall be awarded within fourteen (14) calendar days after the end of the posting period, and transfers shall commence at the beginning of the next pay period, provided however, if the award of such position would create a vacancy which could not be readily filled by a qualified employee, the award may be delayed to accommodate this problem. If the awarding of the position is delayed for more than thirty (30) calendar days, and if the position would result in an increase in pay, the employee shall receive the higher rate commencing on the 31st day and thereafter until transferred to the awarded position.

Section 23.2 Adding hours to an Existing Position: The Unit Bidding Procedure shall be used for adding hours to an existing position. An employee can drop existing hours upon mutual agreement between the employee and the manager. The bidding process shall be used if a manager decides to add hours to an existing classification within a unit. For example, if an employee drops an 8 hour shift that shift would be put up for bid using the Unit Bidding Procedure. At the manager's discretion, a series of shifts could be filled by either one employee or split among several employee with the same unit and classification and those options would be noted on the posting. The Employer is not obligated to award hours to an applicant from a different unit or classification.

Section 23.4. MGL-Wide Postings

(a) MGL-Wide Posting Procedure: Positions that are not or cannot be filled through the Unit Posting shall be posted MGL-wide. Vacancies in the bargaining unit which are posted MGL-wide shall be posted on the bulletin board on each campus for seven (7) calendar days. The posting shall list the job classification, pay level, qualifications required as stated on the job description, shift assignment, and department. The union will receive a copy of all MGL job postings on a weekly basis.

(b) MGL-Wide Bidding Procedure: Employees interested in the posted position shall indicate interest by submitting an application to Human Resources for the posted position during the posting period.

(c) Awarding MGL-Wide Postings: Applicants shall be considered within the preference groups listed below. If there is no qualified applicant in a preference group the Employer may move to the next group. Such positions shall be awarded to the most qualified applicant in the preference group. If two or more employees in the same preference group are considered to be relatively equally qualified, then the applicant with the greater seniority shall be awarded the position.

A list of all qualified applicants who apply during the bidding period with name and seniority date will be provided to the hiring supervisor. The hiring supervisor shall interview at least the top three (3) most senior qualified applicants.

The supervisor may interview and consider any qualified applicants in addition to the three (3) most senior qualified applicants at his/her discretion, but the three (3) most senior must be interviewed.

The position shall be awarded within fourteen (14) calendar days after the end of the posting period, and transfers shall commence at the beginning of the next pay period, provided however, if the award of such position would create a vacancy which could not be readily filled by a qualified employee, the award may be delayed to accommodate this problem. If the awarding of the position is delayed more than thirty (30) calendar days, and if the position would result in an increase in pay, the employee shall receive the higher rate commencing on the 31st day and thereafter until transferred to the awarded position.

Employees who bid on a position and are on a leave of absence and who otherwise meet the qualifications will be included on the list of all qualified applicants. An employee on LOA may be denied a position, even if they are considered the most qualified, if they cannot start the position within thirty (30) calendar days after being offered the position.

Preference Groups:

a) Qualified bargaining unit applicants in the classification in which the vacancy exists for the following:

1. Nursing Assistant I or II
2. Unit Assistant
3. Unit Coordinator
4. Secretary
5. Receptionist
6. File Clerk

b) Defined Career Path. Applicants in a defined career path in which the vacancy exists. Defined career paths are limited to the following:

1. Environmental Tech I to Environmental Tech II
2. Nursing Assistant I or II to Unit Assistant
3. Unit Coordinator to Unit Assistant
4. All non-Leads/Seniors to Leads/Seniors of the same title

Additional career paths may be added by mutual agreement of the Union and the Employer.

c) Bargaining Unit: Qualified bargaining unit applicants including laid off employees who retain seniority.

d) All remaining applicants.

Section 23.5 Definitions for Job Posting and Bidding.

(a) **Qualified:** Qualifications shall be based upon experience, ability, skills, certification, and work record. Work records shall include any disciplines within the last nine (9) months, which are in the employee's personnel file.

Employees (including per diems) filling temporary vacancies or temporarily working out of their current classification shall not be given credit for ability and experience gained in the temporary position towards job qualifications if the employee later bids on the same classification or position on a permanent basis. However, nothing herein shall be construed to prohibit the Employer for giving such employee credit for his/her prior work record and experience, as well as training and ability which the employee has gained at other than the temporary position.

Exclusion. Employees with current active step 3 disciplines may be considered not qualified for a position.

(b) **Seniority:** When comparing seniority for a bargaining unit position, seniority as defined by the contract shall be applied to all candidates.

(c) **Unit:** A unit is a separate business cost center and may be part of a department rather than the entire department. See Appendix A in back of contract.

(d) **Classification:** Job title.

Section 23.6. MGL Internal Transfers

(a) Trial Period/Bargaining Unit:

All bargaining unit employees or per diem employees who have previously served a bargaining unit probationary period who are awarded a position under the MGL wide posting procedure shall serve a job trial period of thirty (30) working days but no more than 45 calendar days. Employees who are awarded positions under the Unit Bidding Procedure shall serve a trial period of 15 calendar days. If the employee's performance is not satisfactory during this period, or if the employee requests to return to her/his former position based upon legitimate, job-related reasons, the employee shall be returned to her/his former job classification and shift, and all secondary awards of jobs shall likewise be cancelled if necessary. If an employee is absent from work seven (7) days or more during the trial period, the trial period may be extended for the equivalent number of days but not to exceed fourteen (14) calendar days. Employees who pick up additional shifts do not serve a job trial period.

(b) Probationary Period.

All other employees who are awarded a bargaining unit position under the MGL-wide posting procedure shall serve a three (3) month probationary period as defined in this Agreement

(c) Bargaining Unit to Non-Bargaining Unit.

A bargaining unit employee who is awarded a position outside of the bargaining unit and who requests to return to her/his former position within thirty (30) calendar days based upon legitimate, job related reasons shall be returned to her/his former position if it is still available and has not been awarded to another employee.

A bargaining unit employee who is awarded a position outside of the bargaining unit who does not satisfactorily complete the trial/probation period for that position shall be considered a laid-off employee for job posting purposes. Such employee shall not be granted severance, bumping or recall rights under this contract.

Article 24: LAYOFF AND RECALL

Section 24.1. Layoff.

(a) A layoff means a reduction of positions in the bargaining unit in any classification within a unit. The Employer shall determine the number of position to be reduced in each classification, in each unit, and on each shift. An employee about to be indefinitely laid off shall be given seven (7) days advance notice or, in lieu thereof, wages (s)he would have earned during the seven (7) day period but for the layoff. For informational purposes, the Union shall receive a copy of the layoff notice and a list which contains the classifications, status, department, unit and shift where the layoff is to occur.

(b) A layoff may be for a temporary period of time of thirty (30) calendar days. Any layoff designated as temporary shall be deemed indefinite as of the 31st calendar day. Temporary layoffs shall not be used in lieu of discipline or indefinite layoffs. Temporary

layoffs will not be used in a unit that is using per diems or agency personnel on that shift. Employees shall not have bumping rights during a temporary layoff.

Section 24.2. Order of Layoff. All temporary and indefinite layoffs shall be accomplished in the following manner, provided however, the Employer shall have the right to make exceptions to the procedure set forth below where specific skills and experience are required.

- (a) All probationary employees in the classification in the unit shall be laid off first.
- (b) Voluntary layoffs may be accepted within the classification and unit affected. Should there be more volunteers than needed, requests of employees will be granted based on seniority, provided there is no adverse impact as determined by the department manager. An employee who elects a voluntary layoff shall have no bumping rights, and is subject to recall provisions of this policy.
- (c) Regular employees in the classification in the unit and in the employment status on the affected shift shall be laid off in the reverse order of their seniority.

Section 24.3. Bumping. All POST bargaining unit employees who are not on a temporary layoff and who have not elected voluntary layoff shall bump subject to the following terms and conditions. All bumps must be by POST bargaining unit employees and within the POST bargaining unit.

(a) Within Unit. An employee whose position in the unit and classification is eliminated shall bump within the unit in the following order:

- 1. If the employee whose position in the unit and classification is not the least senior, that employee may bump the least senior employee in the unit and classification regardless of shift while maintaining the same status.
- 2. A vacant position is considered the least senior position for purposes of bumping. If a vacant position exists and it is a reasonable offer, the employee is required to accept the bump.
 - a) If there is more than one vacancy, then the employee will have the option to select one of the vacant positions.
 - b) Failure to accept a reasonable offer of a vacant position is considered a voluntary resignation and the employee will be terminated.
- 3. A part time employee may not bump a full time employee, but may bump into a full time vacancy, provided that if a full time employee has been laid off on the same day the full time employee has first choice of full time vacancies.
- 4. An on call or per diem may not bump a regular part time or full time employee.

(b) Within Classification.

A laid off employee shall bump the least senior employee in the same classification in a position in which he/she is considered qualified, regardless of shift while maintaining the same status. An employee whose position in the unit and classification is eliminated shall bump within the classification in the following order:

1. An employee will have the option of bumping
 - a. the least senior incumbent in the classification regardless of shift while maintaining status; or
 - b. bump into a vacant position within the classification. If there is more than one vacancy, the employee may choose which vacancy.
2. A part-time employee may not bump a full-time employee, but may bump into a full-time vacancy, provided that if a full time employee has been laid off on the same day, the full time employee has first choice of full time vacancies.
3. An on-call or per diem may not bump a regular part-time or full-time employee
4. Failure to accept a reasonable offer of a vacant position is considered a voluntary resignation and the employee will be terminated.

(c) Bump by Shift. Employees with 12 complete years or more of seniority at the time of the layoff may bump by shift. Such an employee may bump the least senior employee on her/his shift in the unit, department or classification using the same criteria in A - B € above. For the purpose of bumping by shift, “shift” will be defined as:

<u>SHIFT</u>	<u>START TIME</u>
Days	4:00 am - 11:59 am
Afternoons	Noon - 5:59 pm
Nights	6:00 pm - 3:59 am

Except, Dietary Department, which shift will be defined as:

Days	4:00 am – 10:59 am
Afternoons	11:00 am – 6:59 pm
Nights	7:00 pm – 3:59 am

- (d) Outside of Classification. If there is no position available within the same classification MGL wide, an employee may bump
1. Into an equal or lower-rated classification held by the least senior incumbent regardless of shift while maintaining the same status; or
 2. A vacant position that the employee is minimally qualified to perform.
- (e) An employee who bumps into another classification shall receive the rate of pay of the classification that gives the least decrease in pay.

Section 24.4. Miscellaneous Layoff Provisions.

- (a) An employee exercising such bumping rights must do so within two (2) working days after receipt of layoff notice. If the employee chooses not to exercise bumping rights, (s)he shall remain on layoff until recalled to a position considered a reasonable offer (see definitions).

- (b) Upon request to the Employer prior to the date of layoff, a laid off employee may be placed on a list for temporary relief call-in. Such employees will be given preference over other temporary employees provided such laid off employees are available and have the present ability and experience to perform the required work.
- (c) A Union Steward shall head the seniority list in his/her classification for the units he/she serves as steward relative to layoff or being bumped. Outside of the units covered by the steward regular seniority shall apply.
- (d) The Chief Steward shall head the seniority list in her/his classification bargaining unit wide relative to layoff, being bumped, or bumping.
- (e) Seniority tie-breakers among stewards use Section 22.5.
- (f) Employees shall not be required to accept a position which is not a reasonable offer.
- (g) Employees on an approved leave of absence may be allowed to exercise their seniority rights, if any, upon return in event there has been a layoff during the employee's leave of absence. This provision shall be construed consistent with the Article on Return from Leave.
- (h) If a concurrent layoff occurs within a classification, the most senior employee will be given first choice of positions based upon seniority.
- (i) An employee may bump into only one position (e.g. cannot bump two part-time positions to make full-time position).
- (j) An employee who bumps into another department as a result of a layoff shall be considered to be from their original department when applying for a vacancy in the original department for a period of one year after the layoff date. It shall be the employee's responsibility to check the departmental postings and initiate the request through the internal transfer process.

Section 24.5. Definitions for Layoff and Recall.

- (a) Seniority. Seniority as defined by the contract shall be used for the order of layoff and recall to bargaining unit positions.
- (b) Unit. An identified cost center. See Appendix A in back of contract.
- (c) Classification. As listed in Section 1.1 of this Agreement.
- (d) Reasonable Offer. Similar classification, budgeted hours, shift, and same pay status (PT/FT), etc. (Temporary positions are not considered bona fide vacancies.) Similar budgeted hours is defined as plus or minus 10%. A 7 on/7 off position shall not be a reasonable offer unless the employee was laid off from a 7 on/7 off position.
- (e) Departments and units currently in that department are defined in Appendix A.

- (f) Qualified. An employee who possesses the appropriate knowledge, experience, education, skills, and other qualifications as may be defined by management or who can be trained within a reasonable period of time (90 days).
- (g) Full-Time Employees. For purposes of these sections, a full-time employee is an employee whose schedule of work usually consists of sixty (60) hours or more during the two (2) week pay period.
- (h) Regular Part-Time Employees. For purposes of these sections, a regular part-time employee is an employee whose schedule of work usually consists of less than sixty (60) hours, but more than thirty-one (31) hours, during the two (2) week pay period.

Section 24.6. Benefits Upon Layoff

- (a) An employee who is placed on layoff will be allowed to make use of any PTO or ESB conversion benefits if eligible.
- (b) Laid off employees who are covered by medical, dental and/or optical insurance, and who timely elect COBRA, shall be enrolled in COBRA continuation coverage and, for a period of up to 3 months, the employer shall pay a portion of the COBRA premium equal to (1) the premium share the employer paid while the employee was in active status and (2) any COBRA administrative fees.

Section 24.7. Recall.

- a) When positions become available, qualified employees on layoff who were laid off from positions in the classification and department in which the vacancy occurs shall be recalled in the reverse order of the procedure followed for layoff.
- b) Additionally, upon request of the employee, an employee who has bumped or been recalled to a different classification, unit, shift or status may elect to return to his/her former classification, unit, shift, or status, if it becomes available within ninety (90) days of the original layoff date.
- c) Notice of recall may be made by telephone, but official notice shall be by certified mail, return receipt requested, sent to the employee's address on file with the Employer. It shall be the sole responsibility of an employee to keep his/her current telephone number and address on file with the Employer and to notify Human Resources if they plan to be out of town or otherwise unable to be reached for three (3) or more days. The Employer shall give the employee five (5) days written notice in advance of the day (s)he is to return to work. The Employer and the employee may arrange a later start date due to personal circumstances (i.e., child care, elder care). If the employee fails to report for work as scheduled, the employee shall be considered a voluntary quit.
- d) The most senior employee with recall rights will be contacted first regarding vacancies. If there are other laid off employees qualified to fill the vacancy, the most senior employees may be allowed to decline without being terminated. If the vacancy is not a reasonable offer, the employee may be allowed to decline without being terminated.

Recall Rights:

Hire to 5 years =	1 year or length of seniority, whichever is less
5 years or more =	2 years

- e) Employees on layoff status will be recalled only to their original department and classification. The Human Resources Department will be responsible for notifying employees of recall rights when vacancies occur. Recall rights with automatic recall to the original department and classification are retained for the entire length of layoff status per Section 24.7. All other vacancies for which the laid off employee may be interested require the employee to bid using procedures defined in Job Posting and Bidding (Section 23).
- f) Employees who bumped into positions outside their unit, shift and/or status may elect to return to their former unit, shift or status if it becomes available within 90 days of the original layoff date. Employees must notify Human Resources of their interest in returning to their former position if it becomes available. If employees do not notify Human Resources, it will be assumed that the employee wished to remain in his/her new position rather than return to his/her former position.

Section 24.8. Layoff Allowance. Laid off employees shall receive allowance of one weeks pay for each full year of service with a minimum of 2 weeks pay, to a maximum of 8 weeks pay, to be paid bi-weekly, so long as the layoff continues, provided that the employee is on indefinite, involuntary layoff where no reasonable offer of employment has been made or on a voluntary layoff offered by the Employer.

Section 24.9. Temporary Fill-In/On-Call List. Employees who are laid off may sign a temporary fill-in or on-call list with the Department at the time of layoff, if the employee wishes to be called for temporary work. Such employees will be given preference over other temporary employees for shifts awarded after the date of layoff, provided such laid off employees are available and have the present ability and experience to perform the required work.

Article 25: WAGES

Section 25.1 Wage Rates: The classifications and straight time regular rate of pay for employees covered by this Agreement are established as set forth in the Appendix A, which is incorporated herein.

- (a) New Hires. Rates of pay beyond the starting rate are predicated on previous work experience. An employee may receive 50% credit for previous relevant work experience. If a new hire is brought into a unit at a step equal to or higher than other employees in that unit in that classification who have the same or more relevant work experience, then those employees will be adjusted up on the steps so they make more than the new hire.
- (b) Step Increases. The wage scale has a series of increasing pay rates beginning at Step 1. An employee moves within the scale based upon anniversary date (MGL hire date). The first step increase is on the employee's one year anniversary date, subsequent step increases are yearly on the employee's anniversary date.
- (c) An employee transferring into another classification maintains the same anniversary date (MGL hire date).

Section 25.2 Shift Premium: Employees who work a majority of their hours between 3:00 pm and 11:30 pm will receive a shift differential of \$1.25/hr on all hours worked. Employees who

work a majority of their hours between 11:00 pm and 7:30 am will receive a shift differential of \$1.50/hr on all hours worked.

Section 25.3 Paydays:

- (a) Employees shall receive paychecks on Fridays on a bi-weekly basis. The Employer may distribute paychecks earlier if Friday is a holiday. Paychecks for the pay period must be issued to employees within an eight (8) day period following the end of the pay period.
- (b) The Employer reserves the right to change the above practices with thirty (30) days advance notice to the Union as long as the change is implemented for all employees.

Section 25.4 Call-Back Pay: An employee called back to work following his last scheduled shift but preceding his next scheduled shift, which is not contiguous to that shift, shall be guaranteed two (2) hours pay or the time actually worked, whichever is greater.

Section 25.5 On-Call Pay:

- (a) Employees who are on-call shall receive \$2.50 for each hour on-call. (The employer shall maintain the \$3.50 for Endoscopy Techs.)
- (b) Employees who are called in for hours outside of their scheduled hours shall receive a minimum of two (2) hours at time and one-half (1-1/2) their regular rate. Employees called in for hours inside of their scheduled hours shall receive straight time for a minimum of four (4) hours. There shall be no pyramiding of overtime that is due under Section 21.5 or otherwise in this Agreement.
- (c) When taking “on-call” on a holiday:

An employee budgeted for 70 hours or more per pay period will be paid time and one-half (1-1/2) when they are called in to work.

An employee budgeted for less than 70 hours per pay will be paid two and one-half (2-1/2) times when they are called in to work.
- (d) On-call assignments will be rotated among all employees of the same shift and unit.
- (e) Each department or unit needing an “on-call” system shall develop a Standard Policy reflecting any unique scheduling needs for that unit. Such policy shall not be altered without advance agreement with the Union.
- (f) An employee on-call shall receive shift differential for working four (4) or more consecutive hours into the second or third shift.
- (g) “On-call” pay and “called-in” pay shall not be paid simultaneously.

Section 25.6 Wages for Temporary Transfers: Employees may be temporarily assigned to work in another classification. When a temporary assignment is for at least 50% of the hours worked of the shift, the employee shall be compensated from the first hour of such assignment at the rate of the higher classification which is at the same step that the employee regularly receives. However, the secretary/clerical employees temporarily working in another secretarial/clerical

classification will not be compensated at the higher rate unless the temporary assignment exceeds five (5) consecutive days. If an employee is temporarily assigned to work in a lower classification, the employee will suffer no reduction in pay.

Secretary/clerical classifications are clerk, senior clerk, secretary and receptionists.

Section 25.7. Wages Increases:

- (a) Effective the first full pay period following 10/1/14, step-based scales will receive a 1% general increase.
- (b) Effective the first full pay period following 10/1/15, step-based scales will receive a 1% general increase.

Section 25.8 Weekend Incentive Bonus:

- (a) A 3% weekend differential will be paid on all weekend hours worked. Weekend hours are hours worked on any shift beginning at or after 6:30 p.m. Friday through shifts ending at or before 2:00 a.m. Monday.
- (b) Schedules shall not be arbitrarily changed to avoid paying weekend shift differential.

Section 25.9 Training Pay:

When employees are required to train new staff, they shall receive an additional \$.50 hr. New staff is defined as employees who have posted for and filled an open position, as well as new hospital employees. The maximum amount of training pay for each new employee shall be for ten (10) days / eighty (80) hours.

Section 25.10. Retention Bonus:

Payment of Retention Bonuses under this Section will be suspended for the life of this Agreement.

- (a) Employees at the top of their scale on the first full pay period following October 1st on _____ will receive a ____% lump sum bonus in the next pay period calculated as ____% of the employee's annualized budgeted hours or average straight time hours worked (whichever is greater) times his/her then effective straight time hourly rate of pay.
- (b) Employees who reach their 20th year anniversary and are at the top of the scale after the first full pay period following October 1, _____ through October 1, _____ shall receive a total ____% lump sum in October of _____ for that year only. Employees who reach their 20th year anniversary and are at the top of their scale after October 1, _____ through October 1, _____ shall receive a total ____% lump sum in October of _____ for that year only.

Section 25.11 Ratification Bonus

- (a) Full Time and Part Time POST employees will receive a lump sum bonus of \$200.00 paid on the first full pay period following ratification of the October 1, 2013 through September 30, 2016 collective bargaining agreement.

Section 25.12 Certified Healthcare Access Associates:

MGL will cover the exam cost (currently \$75) for all employees choosing to take the certification exam. MGL will facilitate an exam study course and will arrange independent proctoring of the exam a minimum of two times per year at MGL.

Article 26: LOW CENSUS DAYS OFF

Section 26.1. In lieu of using the layoff procedure set forth in this Agreement, the Hospital has the right, when there is more staff than needed on a particular day because of low census, to reduce the number of employees working or scheduled to work on each shift. This shall be referred to as a low census day off (LCDO).

An employee may request to take a particular day and shift off if staffing and census permit. This shall also be referred to as an LCDO.

Section 26.2. If a Manager decides to authorize an LCDO, volunteers in that Department shall be sought. If there are more than enough volunteers, requests shall be granted based upon the rules established by that Department.

Section 26.3. If enough employees do not volunteer and if the Manager still wants to reduce staffing on that shift in that Department, the LCDO shall be given to the low senior employee in the Department in the classification on that shift.

As an alternative, the LCDO shall be rotated among qualified staff in the affected classifications and department. This can only occur if the department has, by majority employee vote, conducted by the Union, decided to use rotation instead of seniority. The method of rotation must be decided at the time of the vote and will be in effect for the life of this Agreement. The Employer must be notified by the Union that a particular department is using the rotation method voted in by that department's employees.

For LCDO's, some departments are split into their individual units, (see appendix A in back of contract).

Section 26.4. LCDO shall not be used in lieu of discipline or indefinite layoff.

Section 26.5. An employee on LCDO may use PTO or take the day unpaid.

Section 26.6. An employee who volunteers to take a LCDO may be required to be on-call during part or all of her/his shift time.

Section 26.7. An employee required to take an LCDO shall not be required to be on-call.

Section 26.8. An LCDO will receive employee on-call pay for all hours on-call. The number of on-call hours required will be determined prior to accepting the LCDO. If called in during the

employees usual shift time, the employee will be paid at straight time for a minimum of four (4) hours.

Section 26.9. If the Manager intends to pull an employee out of the Department in the event no one volunteers for the LCDO, employees should be informed at the time the LCDO is offered.

Section 26.10. No employee shall be required to take an LCDO if a per diem, or any temporary or agency personnel are working in that Department and on that shift.

Section 26.11. If an employee required to take an LCDO requests to be reassigned to another Department where a per diem is working in her/his classification and on her/his shift, the Employer will accommodate the request provided the employee agrees to work the entire shift and it does not require additional overtime.

Section 26.12. No employee shall be required to take an LCDO if any employee is working overtime in that classification in the Department and on that shift. The overtime may be cancelled or the employee getting overtime LCDO'd.

Section 26.13. No employee shall be required to take an LCDO if another employee is working that day as extra time above her/his schedule. The employee working the day as extra time may be LCDO'd.

Section 26.14. An employee who reports for work and who volunteers for or is required to take an LCDO shall work and receive a minimum of two (2) hours pay for reporting.

Article 27: DISCIPLINE

Section 27.1. Discipline.

- a) The Employer subscribes to the policy of corrective discipline, but severe discipline, including discharge, may be appropriate for infractions or conduct of a serious nature. All discharges or disciplinary suspensions without pay shall be for just cause. Upon being informed in advance that discipline is contemplated or is the reason for a meeting with Employer representatives, upon request by the employee, a Union steward shall be present for such discussion. A copy of all Step 2, 3, and 4 disciplines shall be furnished to the Union office within two (2) days, excluding Saturday, Sunday and holidays.
- b) When an employee has maintained a record free of discipline for nine (9) months immediately prior to an incident where discipline is being considered, the Employer will not consider any previous discipline (excluding discipline for substance abuse or harassment) in rendering discipline for the current incident. If an employee goes on a Leave of Absence (LOA) for fifteen (15) calendar days or more during the discipline's active period, then, the amount of time the employee was out on a LOA will be extended to the discipline's active period.
- c) The Employer must pass a counseling memo or impose any discipline within seventeen (17) working days of the Department Manager becoming aware of the events leading to the counseling memo or discipline. If due to no fault of the Employer that a discipline cannot be issued within seventeen (17) days, upon request, the Employer will be granted a one ten (10) working day extension or a ten (10) working day extension upon an Employee's return to work from a LOA.

- d) In no event shall a written suspension level of discipline be assessed at greater than a three (3) day unpaid duration. By mutual agreement the parties may agree on a longer suspension in lieu termination for terminable offenses only.

Article 28: MISCELLANEOUS

Section 28.1 Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 28.2 Parking. The Employer agrees to provide parking, free of charge, for all employees.

Section 28.3 Medical Examinations. Any costs resulting from medical examinations required by the Employer shall be paid by the Employer. This shall not include pre-employment physicals.

Section 28.4 Ancillary Benefits. Bargaining unit employees shall be entitled to the following benefits under such policies and practices as may be established by the Employer for other employees.

- (a) Education Reimbursement
- (b) Payroll deductions (for example, but not limited to, flexible spending account, Employer approved promotional events)
- (c) Direct Deposit
- (d) Mileage
- (e) AFLAC products, paid through payroll deduction. Effective 12/31/2014, AFLAC deductions and/or offerings will discontinue.

Section 28.5 Licensing Reimbursement. Engineering employees required by the Employer to maintain a license shall be reimbursed by the Employer for the cost of maintaining the license.

Section 28.6 Union Label. Any item printed by bargaining unit employees shall have the Union logo.

Section 28.7 Retracting Resignation.

- (a) Resignation must be in writing.
- (b) An employee shall be allowed to retract a resignation in writing within five (5) working days of submitting it. After five (5) working days, with the approval of the supervisor, an employee will be allowed to retract his/her resignation prior to the employee's last day worked. If the supervisor is unavailable or declines to allow the retraction, the employee may go to the supervisor's supervisor for a review of this decision. After the employee's last day worked, a resignation can only be retracted with the mutual agreement between the Employer and the Union.

Section 28.8 Successors

This Agreement shall be binding on the parent company, McLaren Health Care Corporation, and any successor in accordance with the National Labor Relations Act.

Section 28.9 Staffing Plans

Each department shall develop a staffing level plan for their department. Employees shall have the opportunity to have input into the development of the plan. Safety concerns for staff and patients shall be considered in the development and implementation of the plan. Staffing plans shall be communicated as needed, but at least quarterly.

-Section 28.10 Uniform Changes

Uniform changes will be limited to no more than once every three years. When there is a change, employees and the Union will be given six (6) months notice prior to the implementation date. The six (6) month notice shall clearly identify what the uniform change will consist of. When a change is made, the Employer shall reimburse each employee for the cost of two (2) uniforms. In the event an employee bumps into a different classification that requires a different uniform, the employee shall receive an additional reimbursement for the cost of two (2) additional uniforms. The Employer shall pay for all mandated logos for employee mandated apparel.

Section 28.11 Dress Code Changes

Dress code changes that require employees to wear a certain type of clothing will be limited to no more than once every eighteen months. When there is a change, employees and the Union will be given six (6) months notice prior to the implementation. The six (6) month notice shall clearly identify what the dress code change will consist of.

Section 28.12 Union Logo on Uniform. At his/her own cost, a bargaining unit employee may have the OPEIU Local 459 insignia logo embroidered on his/her uniform. The logo must be of reasonable size and be embroidered in the same color thread as the uniform color.

Article 29: ALTERATION OF AGREEMENT

Section 29.1. Alteration of Agreement and Waiver.

- (a) No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be made by an employee or group of employees with the Hospital, and no amendments or revision of any of the terms or conditions contained herein shall be binding upon the parties hereto unless executed in writing by the parties hereto. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto, and such agreements shall be in full force and effect to the same extent as any other provisions of this Agreement.
- (b) The Employer and Union acknowledge that this Agreement, together with any letters of understanding and/or agreements, embody the full understandings reached by the parties as to the wages, hours, benefits and other terms and conditions of employment of all employees covered by this Agreement. Neither party is obligated to negotiate further on any matter covered by this Agreement.
- (b) Any provision of this Agreement which is held by the final order of a court of competent jurisdiction to be in violation of or contrary to municipal, state or federal acts, statutes, ordinances, regulations or orders, or revisions thereof, now effective or which may become effective during the term of this Agreement, shall be considered void. In the event that any provision of this Agreement is thus voided, it is the express intent of the parties that all other non-affected provisions of this Agreement, Letters of Understanding

and/or agreements, shall remain in full force and effect during the term of this Agreement.

Article 30: DURATION

Section 30.1 Term of Agreement.

This Agreement shall terminate at 12:00 midnight on September 30, 2016.

If either party desires to amend or modify this Agreement, notice of same shall be served on the other party ninety (90) days prior to the termination date stated herein. If neither party shall give notice to modify, this Agreement shall continue in effect until notice of modification is served on the other party, in which case this Agreement shall terminate ninety (90) days after receipt of said notice.

Article 31: CAREER LADDERS

Section 31.1. Dietary Aide. The classification of Dietary Aide II is designated as a career ladder and Dietary Aide I's, who become multi-skilled, shall automatically move to the Dietary Aide II pay grade. Any changes to the current criteria to become multi-skilled shall be mutually agreed to by the Employer and the Union.

Section 31.2. SPD Tech: The classification of SPD Tech, Certified is designated as a career ladder and SPD Tech, Uncertified shall, upon obtaining and maintaining the applicable certification as a Certified SPD Tech, automatically move to the pay grade of SPD Tech, Certified.

Section 31.3. Nursing Assistant: The classification of Nursing Assistant is designated as a career ladder and Nursing Assistant I's who become qualified shall automatically move to the Nursing Assistant II pay grade.

Additional career ladders may be added by mutual agreement of the Union and the Employer.

Article 32: ATTENDANCE

Section 32.1

Attendance is tracked for the most recent back rolling twenty-six (26) pay periods. Employees "spend" points according to their attendance record. When an employee hits or exceeds (whichever occurs first) zero (0) points, the employee shall be terminated.

Section 32.2 Points Threshold

All employees regardless of status (Full-time or Part-time) shall start with a sixteen (16) point bank upon hire into the bargaining unit.

Section 32.3 Attendance Points

- (a) Employees will have one (1) point deducted from their attendance point bank for each day of unscheduled absence. An employee who fails to give proper notice of an absence or who is a NCNS will not receive attendance points via this article, but the issue would be addressed through the standards of conduct policy where the employee may be subject

to discipline.

- (b) This Article does not supersede Section 22.3 Loss of Seniority of this collective bargaining agreement. Under all circumstances, an employee who is absent for three (3) consecutive no call/no shows shall be terminated unless the employee's failure to notify the Employer is due to extenuating circumstances satisfactory to the Employer.
- (c) Employees who transfer from one department to another shall take their attendance point banks with them.

Section 32.4 Definition of Occurrence of absence

- (a) An employee shall be considered to have an occurrence of absence if the employee has an unscheduled absence that is not the result of one of the following:
 - 1. Approved FMLA or other approved Leave of Absence. Proper notice is still required.
 - 2. Documented diagnosis of contagious or communicable disease that is transmitted regardless of universal precautions. Documentation must be presented to the Employee Health Department within 72 hours and be reasonably associated with the length of absence.
 - 3. Absence(s) that are the result of an extreme unusual circumstance based on the Employer's discretion
- (b) An occurrence of absence is if an employee works less than sixty-six (66%) percent of their scheduled shift.
- (c) An employee may apply for a leave of absence. Provided the appropriate notification, documentation, and approval are received, all leaves of absence will not be considered an absence for purposes of the Article.

Section 32.5 Notice of Points

- (a) The employer shall notify the employee when the employee has reached seven (7) points and again at three (3) points (or less). The notice shall be in writing, indicating the point level, and a copy sent to the Union. An employee will not be subject to termination if the employee has not been given this notice or the employee has not spent points since the notice. It is not the Union's intent to grieve a delay in providing the 7 point notification when such delay is either the result of consecutive absences which took the employee from over 7 points to under 7 points and the notice was provided at the earliest opportunity following the employee's return to work, or is the result of the denial of an FMLA request covering one or more days of absence, where the notice is provided at the earliest opportunity following the denial of the FMLA request.
- (b) When and if electronically possible, each pay day employees shall receive notice from the Employer of their total number of points. Until then each employee shall receive this information upon request.

Section 32.6 Other discipline policies

This Section shall govern only absentee issues for POST bargaining unit employees. The Employer's policy/procedure on absenteeism will not be applied to POST bargaining unit employees. The progressive corrective discipline policy will not be applied to absenteeism issues. The progressive corrective discipline policy will apply to tardiness, NCNS absences, and absences without proper notice.

Section 32.7 Perfect Attendance Award

Effective 1/01/2015, Section 32.7 Perfective Attendance Award will be eliminated.

- (a) Employees who have maintained their sixteen (16) attendance point bank under this Article for the immediate back rolling twenty-six (26) pay periods shall receive a two hundred fifty (\$250.00) dollar lump sum payment.
- (b) A perfect attendance record is defined as having absolutely no attendance infractions except for those absences related to (1) jury duty, (2) employee subpoenaed by a court or governmental body, (3) bereavement, (4) military leave, or (5) granted workers compensation leave. The preceding five (5) leaves shall be accompanied by proper documentation.
- (c) Employees shall only be eligible for one bonus every twenty-six (26) pay periods.
- (d) The employee is responsible for keeping track of their eligibility for the bonus and for submitting their application as provided in the previous paragraphs. Once the application is submitted and approved, the employee will be paid within two (2) pay periods. The immediate Supervisor is responsible for making the necessary eligibility information available to the employee.

MGL / P.O.S.T. UNIT
Letters of Understanding

(1)

Grandparenting of Pennsylvania
Employees Hired Before 5/1/95 to PTO System

For employees hired into the bargaining unit on or before 05/01/95, contract provisions on Earned Leave Bank are modified as follows:

- (a) For employees hired before 01/01/93, and in a bargaining unit position on or before 05/01/95, the following schedule will apply:

<i><u>Years of Service from MGL</u></i> <i><u>Anniversary Date of Hire (ADH)</u></i>	<i><u>Hours Earned/Hours Paid</u></i>
Hire to 5th year ADH	0.0977
Start of 5th ADH to 9th ADH	0.1177
Start of 9th ADH to 13th ADH	0.1262
13th ADH ++	0.1377

- (b) Any employee hired by MCH on or after 01/01/93 shall earn PTO according to the schedule in Section 9.2 of the contract except that employees hired by MCH on or after 01/01/93, but before 05/01/95, and in a bargaining unit position on or before 05/01/95 shall start at the 5-10 year rate regardless of their actual years.
- (c) Employees hired before 05/01/95 and who transfer into or out of the bargaining unit after 05/01/95 will have PTO accrual rates determined according to the following:
- i. Their current grandparented accrual rate will be compared to the current standard accrual rates for PTO (see Section 9.2 of the current contract or PTO accrual rates for non-bargaining unit employees, whichever is applicable).
 - ii. The employee will be placed at the standard accrual rate closest to the grandparented accrual rate (example: if employee currently accrues at 0.1000 he/she will transfer to the 0.0961 accrual rate because it is closer to the employee's current accrual rate than 0.1153).
 - iii. In no event will an employee transfer into a bargaining unit position earning greater than the maximum PTO accrual as stated in Section 9.2 or PTO accruals for non-bargaining unit employees, whichever is applicable.
 - iv. The employee will move to the next accrual rate, if applicable, on the appropriate anniversary date of hire per Section 9.2 or the PTO accruals for non-bargaining unit employees, whichever is applicable.

(2)

Grandparenting Of Greenlawn Employees To New PTO System

The grandparenting system for Greenlawn employees to the new PTO system shall be continued.

(3)
**Grandparenting Of Employees Hired
Before 4/30/2005 to New PTO Schedule**

For employees hired into the bargaining unit on or before 4/30/05, contract provisions on Earned Leave Bank are modified as follows:

<u>Years of Service from MGL Date of Hire (DOH)</u>	<u>Hours Earned/ Hours Paid</u>
Hire to 5th anniversary date of hire (ADH)	.0846
5th ADH to 10th ADH	.0961
10th ADH to 14th ADH	.1153
14th ADH ++	.1346

(4)
Temporary Transitional Task (T-3)

This Letter of Understanding is entered into this 2nd day of October, 1998 by and between Ingham Regional Medical Center (hereinafter the "Medical Center") and the Office & Professional Employees International Union, Local 459, AFL-CIO and CLC (hereinafter the "Union").

Whereas, the Medical Center has issued a new Return to Work policy and

Whereas, the policy allows for placement in a Temporary Transitional Task (hereinafter "T-3") and

Whereas, the Union has requested to negotiate over this change for bargaining unit employees and

Whereas, the parties have met and reached the following agreements.

1. Bargaining unit employees who decline a T-3 may jeopardize his/her Workers' Compensation benefit. The employee may dispute the decision through the workers' compensation system. If workers' compensation upholds the discontinuation of workers' compensation, and if the employee is still on a Workers' Compensation Leave of Absence, the employee will be considered a voluntary termination.
2. T-3's shall not be used if it will cause an involuntary L.C.D.O., pull, or layoff of a bargaining unit employee.
3. Bargaining unit employees who accept a T-3 shall receive shift differential in accordance with the employee's contract.
4. Bargaining unit employees who accept a T-3 shall receive the benefits the employee received prior to her/his injury or illness and shall not be required to work more than the budgeted hours the employee had prior to his/her injury or illness.
5. The Union reserves the right to grieve if a bargaining unit employee who accepts a T-3 performs work in a higher classification.

(5)

Interpreter Services at MGL

Although MGL will not seek to use POST bargaining unit employees to provide interpreter services for medical translations, nothing should limit an employee from providing information on a customer service level when the opportunity presents itself. It is not an interpreter service requirement but it is a customer service expectation of MGL that the employee assist the visitor in this manner.

(6)

Inactive Classifications

This Letter of Understanding is entered into by and between Ingham Regional Medical Center (hereinafter the "Employer") and the Office & Professional Employees International Union, Local 459, AFL-CIO and CLC (hereinafter the "Union").

Whereas, the parties wish to revise Article 1 Recognition so that it reflects only active classification and;

Whereas, the parties have agreed to remove the inactive classifications from Article 1 Recognition and;

Whereas, the parties agree these classification(s) would be part of the Collective Bargaining Agreement under Article 1 Recognition should they be reactivated in the future;

The following classifications are "inactive":

Anesthesia Tech, Certified
Anesthesia Tech, Uncertified
Bed Controller
Biomed Elect Asst
Bookkeeper (Dietary)
Buyer's Asst (Pharmacy)
Cash Posting, Team Lead
Cashier: Accounting/Budget (Penn Only)
Caterer
Clerk, including Bio Med Response Clerk
Clerk, Sr
Cook, Second
Darkroom Tech
Darkroom Tech/Transporter
Data Clerk/Secretary
Diener
EKG Tech
Information Specialist: Medical Records
Linen Aide
Medical Records Tech I
Medical Records Tech II
Medical Transcriptionist I
Medical Transcriptionist II
Medical Transcriptionist III

Medical Records Coder
Medical Records Coder Assistant
Nutrition Services Tech
Pharmacy Tech, Uncertified
Physical Therapy Tech
Physical Medicine Tech
Patient Placement Tech, Team Lead
Registrar, Team Lead
Rehab Aide
Stores Clerk
Scheduler

(7)

Religious Conviction

IRMC agrees to deduct an amount equal to regular union dues for employees who may qualify under Religious Conviction criteria and forward those dues to Local 459, as it does with any other employee;

And Local 459 will then forward those monies to the designated charity.

Local 459 agrees to hold IRMC harmless against any liability as defined in Article 4.1 (c).

(8)

Recognition of Martin Luther King, Jr. Day

The Union and the Employer are committed to jointly recognizing the Martin Luther King Jr. holiday.

Therefore it is agreed that a committee shall be formed in order to establish recognition of this day.

The committee shall consist of the three (3) Chief Stewards, the VP of Human Resources and two (2) persons to be designated by the Employer, with others invited by mutual agreement.

The Employer shall provide a minimum budget of \$2,500 each year.

In the event the committee decides that additional time off for employees is part of the recognition, (i.e. extended lunch time); the time off will not be calculated in or deducted from the minimum budget.

(9)

Per Diems

Within one (1) year, departments with more than ten (10) employees shall be limited to 20% per diems. The parties will meet to discuss the impact of this limitation on an ongoing basis.

(10)

Punching late

No employee will be disciplined for punching late if the late time is less than the rounding period used by the Employer's payroll system. Employees may be eligible for discipline under Standard of Conduct.

Appendix A

POST UNIT/DEPARTMENT LIST

1E/2E ORTHOPEDICS	PRO BLDG PHARMACY
2 SOUTHEAST ONCOLOGY	PULM DIAGNOSTICS
3 SOUTH- MED SURG	RADIATION ONCOLOGY
4 NORTH/4SOUTH- TELEMTRY	RADIOLOGY-CNTRL SCHEDULING
3 CHI-4 CHI-TELEMTRY	RESPIRATORY THERAPY
5 NORTH - MED SURG	S PENN FAMILY CARE CTR
5 SOUTH - TELEMTRY	SAME DAY SURGERY-GRN
6 NORTH-CLOSED	SAME DAY SURGERY-PENN
6 SOUTH - TELEMTRY	SLEEP LAB
CRITICAL CARE-CICU	SPECIAL STUDIES
CRITICAL CARE-SICU	SPORTS MEDICINE
EEG	STERILE PROCESSING-PENN
EMERGENCY DEPARTMENT	STERILE PROCESSING-GRN
ENDOSCOPY/GASTROENTEROLOG	SURGERY SCHEDULING
ENGINEERING SERVS	SURGERY-GRN
ENVIRONMENTAL SERVS	SURGERY-PENN
FOOD AND NUTRITION SERVS	SWITCHBOARD
GEROPSYCHIATRIC	
LAB	
LABOR AND DELIVERY	
MATERIALS PROCUREMENT	
NURSING ADMIN	
NURSING FLOAT POOL	
NURSING SUPPORT	
PACU-GRN	
PACU-PENN	
PATIENT ACCESS	
PATIENT FINANCIAL SERVICES	
PEDIATRICS	
PHARMACY	
PHARMACY-PENN	
PHYSICAL THERAPY	
PRE-ADMISSION TESTING-GRN	
PRE-OP VISIT-PENN	
PRE-SERVICE/CENTRAL SCHED	

Effective 10/2012 to 9/2014

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
U906	11.07	11.41	11.78	12.18	12.51	12.92	13.38	13.70	14.19	14.61	
U907	11.41	11.78	12.18	12.51	12.92	13.38	13.70	14.19	14.59	15.01	
U908	11.78	12.18	12.51	12.92	13.38	13.70	14.19	14.59	15.19		
U909	12.18	12.51	12.92	13.38	13.70	14.19	14.59	15.19	15.66		
U910	12.51	12.92	13.38	13.70	14.19	14.59	15.19	15.66	16.15		
U911	12.92	13.38	13.70	14.19	14.59	15.19	15.66	16.15	16.75		
U912	13.38	13.70	14.19	14.59	15.19	15.66	16.15	16.75	17.28		
U913	13.70	14.19	14.59	15.19	15.66	16.15	16.75	17.28	17.85		
U914	14.19	14.59	15.19	15.66	16.15	16.75	17.28	17.85	18.44		
U915	14.59	15.19	15.66	16.15	16.75	17.28	17.85	18.44	19.19		
U916	15.19	15.66	16.15	16.75	17.28	17.85	18.44	19.14	19.77		
U917	15.66	16.15	16.75	17.28	17.85	18.44	19.14	19.77	20.37		
U918	16.15	16.75	17.28	17.85	18.44	19.14	19.77	20.37	21.12		
U923	18.84	19.51	20.21	20.92	21.65	22.40	23.18	24.01	24.59	25.44	26.37
U924	19.19	19.76	20.36	21.13	21.93	22.60	23.43	24.25	25.09		
U925	19.96	20.61	21.29	22.06	22.87	23.62	24.48	25.33	26.18	27.11	28.06
U926	20.76	21.45	22.20	23.00	23.81	24.62	25.47	26.38	27.26		
U927	20.76	21.45	22.20	23.00	23.81	24.62	25.47	26.38	27.26	28.24	29.22
U929	22.55	23.24	23.93	24.63	25.38	26.15	26.92	27.72	28.57	29.58	30.60
U930	22.38	23.79	25.16	26.55	27.96	29.31	30.70	32.12	33.51		
U931	24.95	25.69	26.47	27.25	28.08	28.93	29.78	30.68	31.60	32.55	33.52
U932	25.69	26.47	27.25	28.08	28.93	29.78	30.68	31.60	32.55	33.52	34.53
											Lab Technician
U952	13.38	13.70	14.19	14.59	15.19	15.66	16.15	16.75	17.28	17.80	
U953	13.70	14.19	14.59	15.19	15.66	16.15	16.75	17.28	17.85	18.38	