

# PARAPRO

Agreement

Between



And



Local 459

Effective February 1, 2016 through January 31, 2018

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## PREAMBLE

**THIS AGREEMENT** is made and entered into by and between McLaren Greater Lansing. (hereinafter referred to as “MGL”) and OPEIU Local 459 and its Paraprofessional and Technical Union (hereinafter OPEIU Local 459 is referred to as the “Union”).

The parties recognize that the success of MGL and the job security of its employees depends upon MGL’s success in providing and improving quality patient service to the general public at a competitive price. It is the intent and purpose of this Agreement to promote harmonious relations between the management and employees of MGL, to encourage mutual confidence through collective bargaining; to improve and promote customer relations with patients, visitors, physicians, and all other MGL personnel; to improve and promote the most efficient and productive operation of MGL facilities covered by this contract, establish rates of pay, hours of work and employment conditions; and to set up prompt, equitable adjustment of grievances. To these ends, MGL and the Union encourage, to the fullest degree, friendly and cooperative relations between respective representatives at all levels.

**NOW, THEREFORE**, the parties hereto mutually agree to substantive Articles and Sections as follows:

### ARTICLE 01: RECOGNITION

For the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other terms and conditions of employment, MGL recognizes the Union as the exclusive bargaining representative for a unit of all full-time and regular part-time paraprofessional and technical employees employed by MGL at its physician practices as set forth below, in the classifications of Receptionists, Medical Assistants, and Radiological Technologists, but excluding professional employees, confidential employees, managerial employees, temporary and casual employees, guards and supervisors, as defined in the National Labor Relations Act, and all other employees.<sup>1</sup>

Physician practices covered by this Agreement are as follows:

McLaren Greater Lansing Internal Medicine  
6465 Millennium Drive, Suite 100  
Lansing, MI 48917

McLaren Greater Lansing Family Medicine  
2815 South Pennsylvania, Suite 105  
Lansing, MI. 48910

McLaren Greater Lansing - Okemos Community Medical Center  
2104 Jolly Road, Suite 240  
Okemos, MI 48864

### ARTICLE 02: MANAGEMENT RIGHTS

Section 2.1 MGL retains all the rights, powers, functions, and authority which it had prior to the signing of this Agreement, including those with respect to wages, hours, and working conditions, except as those rights, powers, functions or authority expressly and specifically abridged, modified, or limited by this Agreement, and then only to the extent so specifically and expressly abridged, modified, or limited.

Section 2.2 Except as otherwise specifically provided in this Agreement, nothing in this Agreement shall be construed to limit in any way MGL’s sole right to manage its business of patient care efficiently, economically and compassionately, including the right to:

- (a) Decide the nature of services, and the quantity of services; the methods of providing services; the scheduling and routing to deliver services, the control and cost of services provided to patients, employees and employers; the materials and equipment to be used; and the discontinuance or revision of any method of providing patient care services.
- (b) Introduce new equipment or processes; change or eliminate existing equipment and processes, and institute technological changes; decide on the nature of materials, supplies, or equipment to be bought or used, vendor selection, and price to be paid.

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<sup>1</sup> For purposes of this Agreement, Team Leader is not a distinct job classification. A pay premium, as set forth elsewhere in this Agreement, for assigned Team Leader duties shall apply.

- (c) Subcontract or purchase any or all work or processes, maintenance and repair work, or the construction of new facilities and the improvement and/or renovation of existing facilities.
- (d) Determine the number, location, and types of facilities; discontinue temporarily or permanently, in whole or in part, any of MGL's operations; sell or close facilities in whole or in part; move facilities operated by MGL from one location to another; transfer work or any of MGL's operations in whole or in part from one facility to another; merge, affiliate or enter into joint ventures with other entities.
- (e) Determine the size of the work force and increase or decrease its size; to hire, assign, and lay off employees; reduce the work week or the work day or to effect reductions in hours worked by combining layoffs and reductions in the work week or the work day; contract for the services of temporary employees to perform temporary job assignments. (Temporary assignments in a department shall not exceed four (4) months, exclusive of coverage for vacations, leaves of absence and positions which have already been posted; such assignments which exceed four (4) months shall be posted and filled as bargaining unit positions.)
- (f) Permit persons in the employ of non MGL entities to perform services within the facility including persons employed by the manufacturer of equipment used in MGL's facility to set up, construct, and service equipment on the floor and to perform work in connection with the installation or service of such equipment including education and training.
- (g) Direct the work force; assign work including destinations within MGL; determine the number and composition of employees assigned to any operation and the number of operations assigned to any employee; establish new job classifications including duties, qualifications and wage rates therefore: modify duties, qualifications and wage rates of existing job classifications, designate as inactive job classifications no longer utilized.
- (h) Determine lunch, rest periods, clean-up and/or dress periods, determine the starting and quitting time and the number of hours to be worked; establish and revise work schedules, as business conditions and available work requires; and assign employees to work overtime.
- (i) Discipline and discharge for just cause; adopt, revise and/or eliminate, and enforce reasonable working rules and personnel policies. (The Employer will provide a written copy of work rules and/or policies to the Union Service Representative at least seven (7) calendar days prior to its effective date; the reasonableness/application of said work rule(s) or policy may be grieved per the contract grievance procedure); maintain order and efficiency in the facility; evaluate and determine the standards of performance both as to cost, quality and quantity; create, revise or maintain Employee Committees; test, investigate, and improve individual and unit productivity, and initiate and carry out cost and general improvement programs.
- (j) Transfer and promote employees on a temporary or permanent basis; select employees for promotion or transfer to supervisory or other positions outside the bargaining unit; give special training to selected employees provided, however, such special training shall not be used to give an employee an unfair advantage for promotion.
- (k) Non bargaining unit employees shall continue to perform bargaining unit work during emergencies; when unit employees are not immediately available due to absence, tardiness, leaves of absence, vacations, etc.; in the instruction and training of work methods or procedures; in the performance of job duties designated within their job classifications and/or job descriptions; to determine the extent of operational difficulties; to determine steps necessary to maintain patient care, in the performance of developmental work; and in the performance of instruction and/or orientation functions. Such work performed shall not result in the reduction of hours, layoff or termination of employment of a seniority bargaining unit employee.

### **ARTICLE 03: SUBCONTRACTING**

The Employer reserves the right to enter into affiliation and merger agreements and to subcontract work normally performed by bargaining unit employees. However, if such merger, affiliation, or subcontracting causes a layoff of bargaining unit employee(s), the Employer agrees to first discuss the decision and impact of the merger, affiliation or subcontracting and layoff with the Union and give sixty (60) days advance notice, or in lieu thereof, wages the laid-off employee(s) would have earned during the sixty (60) day notice period but for the layoff.

The discussion of the decision and impact of the merger, affiliation or subcontracting, which causes a layoff of bargaining unit employee(s), 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 laid off employee(s) would have earned but for the layoff, until the end of the initial sixty (60) day discussion period.

## **ARTICLE 04: UNION SECURITY AND CHECKOFF**

### **Section 4.1 Payroll Deduction for Union Dues:**

- (a) The Employer agrees to deduct from the earnings 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 Employer Fiscal Year, give written notification to the Human Resources Department of the amounts of initiation fees and monthly dues for the Union. The amount of deductions for these dues shall not be subject to change during the entire Employer Fiscal Year except upon the Union providing the Human Resources Department with thirty (30) days' notice of such change. It is understood that the Employer can reasonably accomplish such change twice in any one (1) fiscal year. Additional changes beyond said two (2) are subject to mutual agreement.
- (d) All fees and dues so deducted from the wages of bargaining unit employees shall be sent to the Union Secretary-Treasurer. Dues shall be remitted monthly under procedures established by the Employer.
- (e) The Union shall refund to the employee dues erroneously deducted by the Employer and paid to the Union.
- (f) Dues Deduction: For purposes of dues deduction only seventy (70) or more hours per pay period shall be considered full-time.

## **ARTICLE 05: STEWARDS**

Section 5.1 The Employer agrees to recognize one (1) current seniority bargaining unit employee at each facility and one (1) Chief Steward for the entire membership covered by this Agreement 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 5.2 In the event the officially recognized steward at a facility is unavailable any other steward may serve as an alternate.

Section 5.3 The Union agrees to advise the Employer in writing of the names of its stewards before recognition of their respective capacity begins.

Section 5.4 When it is necessary for a recognized Union steward to leave his/her work area to handle a grievance in accordance with the grievance procedure, such steward shall request permission to leave the job from the supervisor. The supervisor will arrange to release the steward without unreasonable delay. The parties agree that the release of stewards shall not disrupt the orderly operations of MGL. Once released, the steward will devote his/her time to properly handling the grievance and shall return to the job as promptly as possible and, upon return, shall report to the supervisor in charge. The steward shall not abuse such release time. In order to enable the Employer to organize patient service and work, no Union steward shall be permitted to leave work during the first hour of any shift for grievance purposes, except in situations of mutually agreeable emergency, or an employee discharge occurring within that time period, upon the employee's request for representation.

Section 5.5 All grievance handling activities performed by a steward during scheduled working hours, and after release approval by a supervisor, shall be without loss of pay, except that time for travel to a different office or clinic site shall be unpaid. Stewards shall give an accounting of such time spent handling grievances to the Employer upon request from the Employer. Pay for steward activities shall be at the employee's straight time rate and shall not count toward overtime calculations except in weeks where the steward attends mandatory meetings scheduled by the Employer outside of the steward's regularly scheduled hours of work.

The Chief Steward shall be allowed time off from work with pay in order to travel to locations other than her/his own workplace in order to investigate and process grievances, as well as attend meetings with the Employer. Section 5.4 and 5.5 will also apply to the Chief Steward role except that role will not suffer a loss of pay for travel time during schedule hours of work.

Section 5.6 No other Union related activity shall be carried out on MGL premises during scheduled work time, unless authorized by the manager. All contacts with bargaining unit members by any steward regarding grievance handling and other Union related activity must occur during the non-work time of the bargaining unit employees. The investigation and processing of grievances by the steward or Union shall not disrupt the operations of MGL.

## **ARTICLE 06: UNION ACCESS**

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

## **ARTICLE 07: BARGAINING COMMITTEE / PAYMENT**

Section 7.1 For the sole purpose of negotiating any modification to this Agreement at the end of the term of this Agreement, the Employer agrees to recognize the Union's bargaining team consisting of up to three (3) bargaining unit employees, from separate locations, elected by the members. Names of employees so elected shall be submitted to the Employer in writing by the Union.

Section 7.2 The Employer agrees to release the elected members of the bargaining committee for scheduled bargaining sessions subject to operational needs. If it is necessary for the Employer to withhold the release of a committee member, the Union reserves the right to cancel the bargaining session.

Section 7.3 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 by the Employer.

Section 7.4 In order to receive lost time payment the employee must be scheduled to work during the time that negotiations are scheduled. Hours spent in negotiations shall not count toward overtime calculations except in weeks where the employee attends mandatory meetings scheduled by the Employer outside of the employee's scheduled hours of work.

Section 7.5 Employees are expected to return to work if negotiations are ended within one and one-half (1 ½) hours of their scheduled quit time unless this requirement is waived by mutual agreement of the parties. In the event that negotiations end early and the bargaining team does not report back to work but continues to work with the Union, the Union will be responsible for paying for any employee lost time.

## **ARTICLE 08: EMPLOYEES-DEFINED**

### **Section 8.1 Definition of Employees:**

- (a) Full-time Employee: An employee with budgeted hours of at least 70 hours per pay period.
- (b) Part-time Employee: An employee with budgeted hours between 40 hours and 69 hours per pay period.

## **ARTICLE 09: PROBATIONARY PERIOD**

Section 9.1 The probationary period for newly hired full-time employees within MGL shall be 6 months. The probationary period for newly hired part-time employees shall be 9 months. During the probationary period, the Employer shall have the sole right to discharge, discipline, transfer, or layoff said employees for any reason without regard to any provision of this Agreement and no grievance is to be filed with respect to any of these actions. There shall be no seniority among probationary employees.

To offer feedback to newly hired employees, MGL reserves the right to periodically evaluate said employees during the probation period. The Employer shall not be prevented from taking personnel action against a probationary employee regardless of whether or not the issue was addressed by a written evaluation. Probationary employees, who leave the employ of the Employer and are subsequently re-hired, shall begin a new probationary period.

Section 9.2 A probationary employee shall have no seniority until she/he has completed her/his probationary period. Upon completion of the probationary period, she/he will be credited with seniority from the first date of hire and will be so entered on the seniority list.

Section 9.3 Upon the signing of this Agreement, MGL and the Union will initial an up-to-date seniority list. MGL shall also make a copy of the seniority list available to employees for thirty (30) calendar days. Any corrections therein must be requested, in writing, within thirty (30) calendar days after the list is provided to the Union; if not so requested, the list shall become final at the end of such period. In no event shall MGL be required to pay back-pay by

reason of the correction of an error on such list. Thereafter, a seniority list will be provided to the Union every six (6) months.

Section 9.4 Temporary employees and casual employees shall have no seniority. If hired on a permanent basis, said employees shall have his/her seniority calculated from their date of hire as a permanent employee upon successful completion of the probationary period.

## **ARTICLE 10: SENIORITY**

### **Section 10.1 Bargaining Unit Seniority.**

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

## **ARTICLE 11:EMPLOYEE LIST**

Section 11.1 Each month the Employer shall provide the Union a list of bargaining unit employees who have been hired or terminated during the preceding month.

Section 11.2 If two (2) employees are hired on the same date or otherwise have the same seniority date they shall be listed using the last four digits of their social security number as the tie breaker. The last four digits of digits of the employees' social security number shall be added together and the employee with the highest sum shall be listed first. In the event of a tie in that sum the next number to the left will be added in until the tie is broken.

## **ARTICLE 12: LOSS OF SENIORITY**

Section 12.1 An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

- (a) The employee quits or retires.
- (b) The employee is terminated in accordance with this Agreement or discharged for just cause.
- (c) The employee is absent for three (3) consecutive working days without notifying the Employer, unless the employee's failure to notify the Employer is due to extenuating circumstances satisfactory to the Employer.
- (d) The employee fails to report to work on a required date for return from an approved leave of absence, vacation, or disciplinary suspension, unless the failure to return to work is for extenuating circumstances satisfactory to the Employer.
- (e) Loss of seniority for reasons listed in (c) and (d) above requires review by Human Resources and is subject to the grievance procedure.
- (f) The employee does not return to work when recalled from layoff as set forth in the recall procedure, unless other arrangements are agreed upon.
- (g) The employee is on layoff status for a period in excess of their recall rights.
- (h) The employee is on a non-workers' compensation disability leave for a period of twelve (12) consecutive months.

## **ARTICLE 13: GRIEVANCE PROCEDURE**



**Section 13.1 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 provision of this Agreement.

**Section 13.2 Review Procedure.**

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

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

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

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

**Section 13.3 Policy and Discharge Grievances:** If the grievance concerns the bargaining unit as a whole or the discharge of a seniority employee the Union may file a grievance in writing (as outlined in Step 1 above) with the Human Resources Department within seven (7) working days of the time it knew or reasonably should have known of the alleged contract violation or the actual date of the employer action. Discharge grievances must be signed by the discharged employee. Grievances filed under this Section shall be processed in accordance with Step 2.

**Section 13.4 Selection of Arbitrator:** If a timely request for arbitration is filed with the Employer, and if the Union is not explicitly barred from arbitrating the grievance by provisions of this Agreement, the following process shall be used to select an arbitrator.

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

Mario Chiesa  
Peter Jason  
Patrick McDonald  
Kathleen Opperwahl  
David Tanzman

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

The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer

Section 13.5 Pre-arbitration. Promptly following the notice to arbitrate by the Union, either party may request a pre-arbitration meeting in an attempt to resolve the matter prior to the date of hearing. An attempt will be made to schedule such meeting within sixty (60) calendar days of the Union's notice to arbitrate.

Section 13.6 Arbitrators Jurisdiction. The jurisdiction of the Arbitrator shall be limited to grievances arising out of the interpretation or application of the Agreement or any written amendments or supplements hereto. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement or supplements hereto, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto or to exercise any of their functions or responsibilities. He/she shall have no power to establish wage scales or change any base wage rate. He/she shall not have the power to rule or decide questions relative to any Retirement Plan, or to rule or decide questions of health and safety. A seniority employee may grieve a discipline. If the grievance concerns matters not so within the jurisdiction of arbitration, it shall be returned to the parties without decision.

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

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

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

The cost of the arbitrator's fees and expenses will be shared equally between the Union and Employer.

Section 13.7 Arbitration Hearing. 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.

Section 13.8 Multiple grievances involving an identical issue may be presented at an arbitration hearing by mutual agreement of the parties.

Section 13.9 Time Limitations. Any grievance not filed within seven (7) working days from the date the alleged violation occurred or the grievant or Union should reasonably have known of the alleged contract violation, will be deemed waived. Any grievance not advanced to the next step within the prescribed time limits shall be considered abandoned. Any grievance not answered within the prescribed time limits shall advance to the next Step including arbitration upon notice of appeal from the Union. Time limits may be mutually extended by MGL and the Union in writing; then the new date shall prevail. For purpose of this article, working day shall be Monday through Friday, excluding contract holidays.

Section 13.10 Lost Time. The Employer agrees to pay for lost time by the Grievant and one steward to attend the arbitration hearing. Pay will be at their straight time rate, and shall not count toward overtime calculation except in weeks where the employee(s) attend mandatory meeting scheduled by the Employer outside of the employee(s) regularly scheduled hours of work. Not more than one steward shall be excused from work to attend the hearing other than to serve as a witness unless mutually agreed upon by the Employer and the Union. The Union may request the presence of other employees to appear at the hearing as witnesses. The Union shall give the Employer at least five (5) working days advance notice of the names of the bargaining unit employees, including steward(s), the Union requests to be released from work to appear at the arbitration hearing. Any employee, other than the grievant and the steward, released from work at the Union's request shall not receive pay from the Employer.

Section 13.11 Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement, shall not be processed to arbitration unless this Agreement is extended by mutual agreement of the parties. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

Section 13.12 Any grievance for which there is another specific remedy, procedure or forum, exclusive of the NLRB, can be grieved and processed up through Step Two of the grievance procedure but cannot proceed to arbitration.

Section 13.13 All grievances shall be arbitrated by the arbitrator in accordance with the voluntary Labor Arbitration Rules of the American Arbitration Association.

Section 13.14 Any agreement reached between MGL and Union representative(s) is binding on all employees affected and cannot be changed by any individual. No settlement of a grievance shall be made which is inconsistent with any of the provisions of this Agreement.

## **ARTICLE 14: CORRECTIVE ACTION**

Section 14.1 The parties recognize the unique characteristics of MGL and the importance of maintaining a high standard of conduct among all employees. If MGL has reason to formally discipline a seniority employee, it shall be done in an area away from other employees, patients, or the public, unless unreasonable circumstances do not permit.

Section 14.2 Corrective action has been established to provide progressive disciplinary guidelines when employees fail to meet MGL's standards, policies, or procedures. Progressive discipline may be used with the intent of correcting inappropriate conduct which occurs while on the job or on MGL property or at MGL sponsored employee events. Progressive discipline may also be used to correct job performance deficiencies.

Section 14.3 MGL will discipline seniority employees for just cause. Progressive discipline may be issued at an appropriate level based on the circumstances surrounding the infraction, the nature and severity of the offense, the employee's past record and previous history of discipline. Generally, depending on these factors, each infraction builds upon the last one committed and the employee progresses to the next step of corrective action with each succeeding offense. Discipline generally becomes more severe as violations continue to occur

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

Step 1	Written Record of a Verbal Warning
Step 2	Written Warning
Step 3	Suspension
Step 4	Termination

In determining the form of discipline, the employer shall give consideration to:

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

### Section 14.4

- (a) MGL will notify the Union Service Representative either in writing, via fax, e-mail or voice mail of a suspension or termination by the end of that shift, if possible, otherwise within forty-eight (48) hours of the suspension or termination. Failure to timely notify will in no manner adversely affect or impact the merit of the suspension or termination.
- (b) The seniority employee will be given a copy of the discipline, which shall cite the reason for the disciplinary action.

Section 14.5 During investigation of discipline, an employee shall have the right to have his/her steward present if the employee reasonably believes that his/her statement may lead to disciplinary action. If such request is made, then before an employee is required to make any statements pertaining to his/her possible misconduct, the employee shall have the opportunity to discuss the matter first with his/her steward.

Section 14.6 In taking disciplinary action, MGL shall not take into account any incidents which occurred more than twelve (12) months previously from the date of the current incident but can review an employee's entire work history to assist in assessing the potential mitigation of penalty at the termination step. Any period in which the employee is on an approved leave of absence in excess of thirty (30) calendar days shall not count as service time for purposes of defining the period during which corrective actions remain active.

Section 14.7The Employer shall issue any discipline within twenty-one (21) calendar days of Management becoming aware of the event(s) leading up to the discipline, except in extenuating circumstances including but not limited to the employee and/or a witness on leave, vacation or other unavailability.

Section 14.8 All disciplinary action shall be subject to the grievance procedure, however, written record of a verbal warning shall not be subject to arbitration.

Section 14.9 Excessive absenteeism shall be defined as more than six (6) occurrences of absences in a twelve (12) month period. An occurrence of absence is defined as any period of absence that is consecutive and uninterrupted whether one day or longer.

Excessive tardiness shall be defined as an employee being tardy six (6) in a three (3) calendar month period defined as January - March, April - June, July - September, and October - December.

The Employer and the Union agree that only one (1) corrective action equal to one (1) step shall be given in respect to a tardy incident.

Management will give consideration to an absence or tardiness due to an emergency situation in which the employee is not able to give at least 24 hour notice. If or when corrective action is considered by management the employee's record shall be reviewed and any such emergency situations shall not be counted. Examples of such emergencies are, but not limited to, impending death of a family member, or motor vehicle accident in which the employee is involved. Documentation supporting the absence may be requested.

Section 14.10 Call In Procedure. Generally employees are expected to call in to report an absence one (1) hour prior to the start of their shift by paging the Operations Manager or calling the Operation Coordinator or designee. If appropriate, the employee will be contacted within one (1) hour of the employees start time to confirm the Employer received the call/page.

Section 14.11When a discipline is issued for absenteeism and/or tardiness, no more than a one (1) step disciplinary action will be taken.

Section 14.12If corrective action has been initiated, the employee's record of active progressive discipline is considered to be a rolling twelve (12) month period. Additional infractions within the rolling twelve (12) month period may result in the next step of progressive discipline except that if the employee has had a prior level of discipline in the progression of discipline become inactive, the employee shall have the last level of discipline repeated if another incident occurs which warrants one step disciplinary action. If corrective action is initiated at the suspension level, the discipline will be considered active for twelve (12) months.

## **ARTICLE 15: EVALUATIONS**

Section 15.1Employees shall receive yearly job performance evaluations.

Section 15.2The overall responsibility for employee reviews lies with the Employer.

Section 15.3The appraisal shall not contain any arbitrary and/or capricious statements pertaining to an employee's physical, medical or psychological characteristics. Employees shall acknowledge such evaluations by signature; however, such signature will imply neither agreement nor disagreement with the evaluation. Employees may, within fourteen (14) calendar days of receipt of the review, attach a written statement to the review.

Section 15.4Evaluations are not discipline and shall not be subject the grievance procedure.

Section 15.5 Employees shall have the option of taking a co-worker with them to their evaluation so long as management has more than one (1) person present for the evaluation.

## **ARTICLE 16: PERSONNEL FILE**

Section 16.1 The Employer will maintain a personnel file for each employee. The personnel file will be located in the Human Resources Office. There will be only one (1) personnel file for each employee.

Section 16.2Employee Right to File: The employee will have the right, upon request and with reasonable notice, to examine his/her own personnel file. A member of the Human Resources Office staff may be present when the employee inspects said file and the employee may be accompanied by a member of the Union if he/she desires.

At the employee's request, the Employer will reproduce any materials in his/her personnel file at the prevailing cost of duplication.

The employee will have the right to add to his/her personnel file materials, which attest to his/her proficiency and experience. Such material shall testify to the successful completion of any course, seminar, or other program that increases or broadens the employee's qualifications for any Corporation position.

In no event shall an employee's medical files or grievance forms and/or decisions regarding such grievance forms be contained in their personnel file unless necessary for implementation.

Section 16.3 Employee Notification: If an employee disagrees with information contained in the personnel file, the employee may submit a written statement explaining his/her position, which will become a part of the file for the same period of time as the disputed material.

Section 16.4 Non-Job Related Information: Information not related to the employment relationship shall not be placed in an employee's personnel file without the employee's consent.

## **ARTICLE 17: NON-DISCRIMINATION**

Section 17.1 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 disability.

Section 17.2 The Employer shall not discriminate against an employee because of activity as a Union member.

Section 17.3 Any grievance filed claiming this Article has been violated shall not be subject to the Arbitration procedures.

## **ARTICLE 18: HARASSMENT**

Section 18.1 It is the intent of the Employer to create and maintain a work environment free of unlawful harassment. Sexual harassment, racial/ethnic/religious harassment, and personal harassment are prohibited.

Section 18.2 The parties support a workplace free from sexual harassment and the employer's policy prohibits such conduct.

Section 18.3 Racial, ethnic or religious harassment is defined to include, among other things, threats, insinuations, inferences, innuendo, slurs, demeaning jokes, or other offensive statements or conduct based on race, ethnicity, religion, or other protected status.

Section 18.4 Personal harassment includes excessive or offensive verbal abuse, touching, mocking, leering, and making a person the object of jokes or other conduct which demeans or intimidates a person based upon their disability, personal characteristics (gender, age, height, weight, color, and marital status), arrest record or sexual orientation.

Section 18.5. An employee who believes he/she is being unlawfully harassed shall report such harassment to their supervisor, unless the harassment involves a member of management, then it shall be reported to Human Resources.

Section 18.6 Complaints of harassment will be promptly investigated and appropriate action taken. The Employer will take reasonable measures to treat complaints discreetly and respect the personal privacy rights of any person making a complaint and any accused party.

## **ARTICLE 19: HEALTH AND SAFETY**

The employer agrees to maintain a high standard of sanitation, lighting and general working conditions.

## **ARTICLE 20: WORK HOURS AND PREMIUM PAY RATES**

Section 20.1 The workweek will consist of seven calendar days starting on Sunday of each week. There will normally be five eight-hour days in a workweek. This is not a guarantee of hours of work per day, hours of work per week or days of work per week.

Section 20.2 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 necessary for service requirements. Staffing needs and operational demands may necessitate variations in starting and ending times. The Employer agrees to promptly notify the employee involved when a change in the posted schedule is made.

Section 20.3 Overtime work may be required to maintain necessary services. Employees are required to receive prior management approval before working any extra hours. Hours worked in excess of forty hours in a workweek will be

compensated at one and one-half the employee's regular rate of pay. PTO will not be considered as hours worked in the calculation of overtime.

Section 20.4 Working Out of Definition:

- (a) If a temporary relief employee works eight (8) or more hours per week for six (6) consecutive weeks or more performing bargaining unit work, then the Employer shall post a position for that site and classification. The positions shall be posted and filled in accordance with this agreements language on job posting and bidding.
- (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 61<sup>st</sup> day consistent with the rules of the insurance carrier. After the 120th day, the employee shall be considered a regular full-time employee. Part-time employees covering temporary vacancies and open scheduled shifts in the bargaining unit created by regular bargaining unit employees who are on any approved or unapproved leave or time off, with or without pay, including vacancies created by posted positions in the bargaining unit and employees being trained in an established orientation program and shall not count toward the above.
- (c) The Union and the Employer agree that the purpose of casual employees is to cover temporary vacancies and open scheduled shifts in the bargaining unit created by regular bargaining unit employees who are on an any approved or unapproved leave or time of, with or without pay, including vacancies created by posted positions in the bargaining unit and employees being trained in an established orientation program and shall not count toward the above.
- (d) Positions that have been identified for elimination by MGL, which are being worked by temporary employees, shall not count toward the above. The Union shall be notified of positions identified for elimination. The notice shall include the job classification, site location, position, and the effective date of the elimination.
- (e) Temporary Relief Employees are also called agency, casual or temporary employees.

**ARTICLE 21: REST AND MEAL PERIODS**

Section 21.1 Rest Periods:

- (a) Employees will be allowed to take paid break periods with the approval of their supervisor or designee, said approval shall not be unreasonably withheld. A paid fifteen (15) minute break may be taken during each four (4) hour work period subject to operational requirements. Breaks cannot be combined or used at the beginning or end of a shift, unless approved by the employee's supervisor.
- (b) Each practice location will designate an area to be used as a break area. Breaks are to be taken in the break area away from the employee's workstation.

Section 21.2 Meal Periods: An unpaid meal period of either one-half hour or one hour shall be given to each employee who works a shift of seven (7) or more hours in a workday. The supervisor, based upon operational needs, will determine the time and length of the meal period. Meal periods must be taken away from the employee's workstation.

- (a) An employee may not substitute a paid break for an unpaid meal period. An employee may not use the meal period to arrive late or leave early without the prior approval of their supervisor.
- (b) An employee who is required to work through a meal period or is required to return to work during a meal period due to workload constraints must obtain approval from their supervisor or designee prior to working through the meal period or a portion of the meal period. Such time worked will be compensated and will be counted as hours worked.

**ARTICLE 22: CALL PAY**

Section 22.1 On-Call: When an employee is required to be available by pager or telephone during off duty hours, the employee is "on call". This employee will be compensated at the rate of \$2.00 per hour for each hour they are required to be "on call". The time worked once the employee is called in does not count as "on-call" time.

Section 22.2 Call-In: When an employee is called in to work outside of normally scheduled hours, the employee is "called-in". This employee will be paid one and one-half times the regular rate of pay for a minimum of two hours, provided these hours are not a part of the employee's normal work schedule.

## **ARTICLE 23: LAY OFF/REDUCTION IN HOURS/RECALL**

**Section 23.1 Purpose:** To provide a consistent process for implementing layoffs in excess of thirty (30) consecutive calendar days and scheduled hours reductions in excess of thirty (30) consecutive calendar days.

**Section 23.2 Provisions:** Indefinite layoffs and scheduled hours reductions will be implemented according to the procedures described below. The Employer may implement temporary layoffs of less than thirty-one (31) calendar days and temporary scheduled reduction in hours of less than thirty-one (31) calendar days, which are not subject to the provisions of this article.

**Section 23.3 Definitions:**

**Affected Employee:** A regular full-time or regular part-time seniority employee.

**Bargaining Unit Seniority:** As defined by this Agreement.

**Corporate Seniority:** As defined by this Agreement.

**Seniority Employee:** A regular full-time or regular part-time bargaining unit employee who has completed the probationary period.

**Indefinite Layoff:** Layoff for a period in excess of thirty (30) consecutive calendar days or length of seniority at time of layoff, whichever is less.

**Scheduled Hours Reduction:** A decrease in the regularly scheduled hours of a regular full-time or regular part-time employee for a period in excess of thirty (30) consecutive calendar days.

**Department:** A cost center within a practice covered by this Agreement.

**Reasonable Offer:** Offer of a similar classification, budgeted hours (defined as plus or minus 10%), and same pay status (full-time or part-time) at a department location not more than twenty-five miles from the employee's department at the time of layoff. (Temporary positions are not considered bona fide vacancies.)

**Section 23.4 Procedure:** Whenever MGL determines a layoff or scheduled hours reduction is necessary for a specific department, the number of hours and/or positions, and the specific classifications to be eliminated or affected in a department, and whether to implement a layoff, hours reduction, or combination of both will be determined by MGL.

The determination of which employees will be affected will be made by MGL in accordance with the provisions of this article, and the Employer shall have the right to make exceptions to the procedure where specific skills and experience are required. Affected employees will be identified from the employees in the affected positions and classifications in that department.

Each affected employee will be notified by MGL of her/his indefinite scheduled hours reduction or indefinite layoff. MGL shall provide five (5) calendar days advance notice or in lieu thereof, wages they would have earned during the five- (5) day period but for the layoff. For informational purposes, the Union shall receive a copy of the layoff notice and a list that contains the affected classifications, status, and department where the layoff is to occur.

- (a) MGL will seek volunteers for layoff or reduction in hours, whichever is applicable, within the affected department and job classification. A seniority volunteer accepts the layoff or reduction of hours until recalled per the provisions of this Article. If there is an excess of volunteers then selection will be by seniority (high to low). An employee who volunteers for layoff or reduction in hours does so for the balance of the layoff or reduction in hours.
- (b) If there is still a need to reduce staffing levels, MGL will then reduce the scheduled hours of and/or terminate the employment of temporary employees in the identified classification(s) in that department.
- (c) If there is further need to reduce staffing levels, MGL will then reduce the scheduled hours of and/or terminate the employment of casual employees in the identified classification(s) in that department.
- (d) If there is further need to reduce staffing levels, MGL will then reduce the scheduled hours of and/or terminate the employment, as MGL deems appropriate, of those full-time and part-time employees in the identified classification(s) in that department who have not completed their new hire probationary period.
- (e) If there is further need to reduce staffing levels, MGL will then reduce the scheduled hours of and/or layoff those full-time and part-time employees in the identified classification(s) in that department who have

completed their new hire probationary period. Selection will be made in inverse (lowest to highest) order of bargaining unit seniority.

- (f) Affected seniority employees (non-volunteers) will be assigned to an open position, if any, which is a reasonable offer, in their same job classification and at a bargaining unit practice within 25 miles of the affected employee's practice. At the employee's option the twenty-five (25) mile limitation may be waived. If there is more than one vacancy in their same job classification the employee may choose the position. The employee must accept a reasonable offer or they will forfeit their layoff allowance and recall rights. An employee may refuse an unreasonable offer without loss of layoff allowance or recall rights.

Section 23.5 Bumping: All laid off bargaining unit seniority employees shall have bumping rights pursuant to the following:

- (a) the employee is not on a temporary layoff;
- (b) the employee has not elected a voluntary layoff;
- (c) there is not an open position in the employee's same job classification which is a reasonable offer;
- (d) a part-time employee may not bump a full-time employee, but may bump into a full-time vacant position, 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;
- (e) an employee may bump into only one position (e.g. cannot bump two part-time positions to make a full-time position);
- (f) all bumps shall be based on bargaining unit seniority;
- (g) all bumps must be within the bargaining unit covered by this Agreement.

Section 23.6 Bumping Process: An employee who has received a layoff notice and for whom no open position exists within her/his same job classification may bump the least senior employee in the same job classification regardless of status, the duties of which she/he is capable of performing with minimum orientation (not more than ten (10) working days). A full-time employee may bump the least senior full-time employee or the least senior part-time employee and must work the required hours of the position.

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, she/he shall remain on layoff until recalled or the expiration of his/her recall rights.

Section 23.7 MGL can continue to schedule casual employees as needed subsequent to any layoff or reduction of scheduled hours to cover absenteeism including daily absenteeism, vacations, leaves of absence, bereavement, jury duty, etc. Seniority full-time and part-time employees scheduled for layoff may elect casual employee status in the Resource Pool but are not guaranteed any minimum schedule of hours.

Section 23.8 During the term of this Agreement, the elected stewards (not alternates) shall go to the top of the seniority list in his/her classification including shift within their department, during their term as steward only in the event of a layoff. If the steward must be designated for layoff, the steward can replace the least senior employee in the same or lower job classification in the department (s) he/she serves as steward, provided he/she is qualified and capable of performing the work with minimum orientation (not more than ten (10) working days). The steward must assume the hours of the employee replaced, and shall be placed in the same percentage position in the range of the lower classification. In the event there is no lateral or lower classification for the steward to bump into in his/her department, he/she may relinquish their status as steward and bump in accordance with the normal bumping process based on his/her bargaining unit seniority.

Section 23.9 Miscellaneous Layoff Provisions: 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. The provision shall be construed consistent with the Article(s) pertaining to the employee's type of leave.

If a concurrent layoff occurs within a classification, the most senior employee will be given first choice of vacant positions based upon bargaining unit seniority.

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 job postings and initiate the request through the internal transfer process.



### Section 23.10 Benefits Upon Layoff:

- (a) Laid off employees who are covered by medical, dental and/or optical insurance shall retain such benefits to the extent offered active employees and shall have the portions of the premium paid by the Employer continued for the period of time that they receive lay off allowance or a minimum of one month beyond the calendar month in which the employee is laid off.
- (b) Employees will be paid through the last day of work. At the discretion of management, pay in lieu of notice may be given to an employee being laid off.
- (c) After notice has been given, any time off taken by an employee that is not approved in advance in writing by MGL will be without pay. Any paid time off shall not extend the effective date of layoff beyond the last day worked.
- (d) Employees who are laid off will not be eligible to use any paid time off after the last day worked. Paid time off may not be used as pay in lieu of notice. Accrued, unused paid time off will be paid upon layoff, unless the employee requests payout at expiration of recall rights.
- (e) Any eligible, affected employee whose tuition reimbursement application was approved prior to notification of layoff will be eligible for reimbursement for the approved semester, in accordance with applicable MGL policy, at the benefit level to which she/he was entitled prior to layoff or scheduled hour reduction.
- (f) Laid off employees are not eligible for wage adjustments, benefit payouts, or benefit accruals after the last day worked except as stated above. Upon recall and return to work, laid off employees will be paid at the rate they would be entitled to but for the layoff.
- (g) All affected employees are eligible to apply for other available positions for which they qualify in accordance with the provision of the Job Posting and Bidding Article. Employees who are laid off for ninety (90) days or more are required to apply for other available positions (reasonable offers) for which they qualify, or MGL will dispute any related claims for unemployment compensation. Employees who hire into another available position may elect to return to their former position in their former department if it becomes available within ninety (90) days of the start in the new position. 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 position.
- (h) Laid off employees who are unable to obtain other employment with MGL will receive information regarding unemployment compensation and continuation of insurance coverage's through COBRA (if applicable).

Section 23.11 Recall from layoff or reduction in hours: When MGL determines to recall and/or to reinstate reduced hours, employees will then be recalled to the same job classification from which he/she was laid off or reduced in hours based upon seniority (highest to lowest) provided he/she has the skills necessary to perform the required work without training. Employees whose jobs were altered during their layoff because of technological changes shall be given training consistent with training provided to other employees in the same job classification.

Notice of recall can be by telephone and/or by certified mail return receipt requested to the employee's address on file with MGL's Human Resources Department. It is the full responsibility of the employee to keep his/her telephone number and current address with the Human Resources Department. Upon notification of recall, employees will have three (3) working days to return to work, unless another reporting date and time is mutually agreed to by MGL and the employee. Failure to return to work as scheduled will be considered a voluntary quit and will result in termination of employment.

Full-time and regular part-time laid off employees with up to five (5) years of seniority shall have recall rights of one (1) year or length of seniority, whichever is less. Such employees with five (5) or more years of seniority shall have recall rights of two (2) years.

Employees who bumped into their same job classification outside of their department may elect to return to their former position in their former department if it becomes available within ninety (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 23.12 Layoff Allowance: Laid off employees shall receive allowance of one week's pay for each full year of service with a minimum of two (2) weeks' pay, to a maximum of eight (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.

## ARTICLE 24: JOB POSTING AND BIDDING

All full-time and regular part-time job vacancies within the bargaining unit and approved by MGL to fill, will be filled in accordance with the following provisions of this Agreement. A job vacancy may result from the resignation of an employee, the termination of an employee, the promotion of an employee, the demotion of an employee, the transfer of an employee to another bargaining unit position, the transfer of an employee out of the bargaining unit, the retirement of an employee, or the creation of a new job classification.

Section 24.1 Recruitment Process: MGL will use the following recruitment process to fill a vacant full-time or regular part-time position:

- (a) A vacancy will be posted via the Electronic Board for seven (7) consecutive days, prior to the closing date for applications, simultaneously within MGL and the department that has the vacancy.
- (b) All postings will include the following information, which will be determined by MGL:
  - 1. Posting beginning and ending dates
  - 2. Job title
  - 3. General job summary
  - 4. Practice location
  - 5. Job status (full time or part time)
  - 6. Base hourly rate
  - 7. Qualifications, which will include, but are not limited to experience, training/education, licensure, certification/registration
  - 8. Shift hours (variable hours and/or shifts will be reasonably defined)
- (c) A copy of all job postings will be sent to the Local Union office.

Section 24.2 Application Process: Qualified employees interested in a vacancy are required to apply in writing by submitting a properly completed request to transfer form. This form must be received in the Human Resource Department no later than the expiration of the posting period.

Section 24.3 Selection Process: Employees who have been laid off from the position to be filled shall be recalled to that position prior to it being posted, provided their recall rights are in effect at the time the position is to be posted.

- (a) 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 bargaining unit applicants.
- (b) Management may interview and consider any qualified applicants in addition to the three (3) most senior qualified bargaining unit applicants at his/her discretion, but the three (3) most senior must be interviewed
- (c) 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.
- (d) Prior to hiring an external candidate or a candidate who is a current employee outside the posted classification, MGL shall consider and select employees eligible for a lateral transfer. A lateral transfer is defined as an employee moving within the same classification, and being able to competently perform the essential duties of the new position within ten (10) working days at the same site location or to another site location. Employees on an active Step 2 Written warning or higher disciplinary action for attendance/tardiness or any active disciplinary action for any other type of infraction are not eligible to be considered and selected for a lateral transfer. If two (2) or more employees are eligible for a lateral transfer, the employee with the highest seniority would be selected.
- (e) If there are no employees eligible for a lateral transfer, MGL will select the best qualified applicant for each vacancy utilizing the criteria in Section 25.1(B) regardless of status, seniority, bargaining unit or non-bargaining unit status, etc. The applicant's experience, ability, skills, certification and overall work record, including job evaluations and active disciplines (any within the previous 12 months) will be considered. Seniority will be the determining factor when qualifications are relatively equal.
- (f) Employees (including casuals) filling temporary vacancies and/or temporarily working out of their current classifications 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 from 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.

Section 24.4 Awarding of the Position: An adjustment to the selected employee's base pay may be made, effective on the date she/he starts in the new position. A bargaining unit applicant selected for a vacant position will generally be moved to the new position at least fourteen (14) calendar days but no more than thirty (30) calendar days after acceptance of the new position. In the event this delay is for more than twenty-one (21) calendar days, and the new position would result in a higher rate of pay, the employee will receive the higher rate of pay beginning with the payroll period immediately after the twenty-first (21<sup>st</sup>) calendar day after acceptance of the new position.

Section 24.5 Eligibility for Transfer and New Job ProbationPeriod: An employee who has not completed her/his new hire probation, as defined elsewhere in this Agreement, cannot bid on a posted position unless her/his department manager provides written approval. If approval is given, and the probationary employee is selected, the employee must complete a new job orientation period (480 hours worked, not to exceed 90 calendar days full-time and 180 calendar days part-time) for the new position in addition to the new hire probation. Both the probationary and orientation periods will run concurrently.

An employee who has not completed her/his new job orientation cannot bid on a posted position unless her/his department manager provides written approval. If approval is given, and the employee is selected, the orientation period for the old job will be terminated on the date the employee begins the new job. On the date the employee begins the new job, she/he will begin a new job orientation period.

## **ARTICLE 25: JOB DESCRIPTIONS**

Section 25.1 Each employee, upon request to the Employer, shall be given a copy of her/his current job description.

Section 25.2 For informational purposes only, the Employer will provide the Union with a copy of job descriptions for the bargaining unit classifications when it makes any changes in those job descriptions.

## **ARTICLE 26: NEW OR CHANGED JOB CLASSIFICATIONS**

Section 26.1 When MGL creates a new job classification which would be within the bargaining unit, or combines existing bargaining unit classifications or revises a bargaining unit classification to the extent that significantly new skills, responsibilities and qualifications are required, MGL will create the job description and determine a reasonable pay range for the job classification. MGL will provide the Union with a copy of the job description and the pay range.

Section 26.2 The Union may request to bargain over the pay range for the job classification and the parties shall do so within ten (10) calendar days after receipt of notice or mutually accepted extension. At the expiration of the ten (10) calendar day period or mutually accepted extension date, the job classification and agreed upon pay range shall be effective. Otherwise, the pay range as determined by the Employer shall be effective.

## **ARTICLE 27: BULLETIN BOARDS**

Section 27.1 The Employer shall provide a bulletin board or space on an existing bulletin board at each practice location where bargaining unit members are normally assigned for use by the Union for posting notices limited to the following types:

- (a) Union recreational and social affairs;
- (b) Union elections, appointments, and results of Union elections pertaining to employees within this unit;
- (c) Notices of Union meetings;
- (d) Bona fide Union-related information such as cooperatives and credit unions.
- (e) Local Union Newsletter

## **ARTICLE 28: LABOR-MANAGEMENT COMMITTEE**

Section 28.1 Labor-Management committee meetings may be scheduled by mutual agreement of both parties to discuss issues of mutual concern and for the purpose of clarifying this Agreement. Committee meetings shall not be used to continue negotiations or to modify this Agreement. Grievances will not be a proper subject of such meetings.

Section 28.2 Either party may make a written request for a committee meeting, setting forth an agenda regarding matters of mutual interest at the time of the request. The meeting shall be limited to those matters included in the agenda unless otherwise mutually agreed between the parties.

Section 28.3 The meeting shall last no longer than one (1) hour unless mutually extended. At least two (2) stewards may attend such meetings and shall not lose pay.

### **ARTICLE 29: INFORMATION REQUESTS**

Section 29.1 The Employer shall respond to requests from the Union for relevant and necessary information needed to process a grievance within ten (10) working days, unless the request would be overly burdensome to produce. The Employer may request one (1) ten (10) working day extension when the request requires unusual time to fulfill.

### **ARTICLE 30: MILITARY SERVICE**

Any employee requiring military service leave shall notify the Employer 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. However, an employee who notifies the Employer more than three (3) months prior to her/his 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 applicable laws.

Military leave is unpaid. However, an employee, at their request, may use Paid Time off (PTO) to cover all or any portion of leave related to military service absences.

### **ARTICLE 31: FAMILY AND MEDICAL LEAVE**

Section 31.1 Eligible employees shall be entitled to Family and Medical Leave (FML). The Employer's current policy on Family and Medical Leave at the time the leave is taken shall apply. Any leave taken under the terms of this Agreement shall be counted toward an employee's FML entitlement and shall run concurrent.

Section 31.2 If an employee fails to report to work the first day following expiration of an approved FML, the employee will be considered to have voluntarily resigned from MGL, unless she/he has timely requested and been granted a personal leave.

Section 31.3 If an employee is not eligible for any type of leave and fails to report to work, the employee will be considered to have voluntarily resigned from MGL.

### **ARTICLE 32: PERSONAL LEAVE**

Section 32.1 Regular employees may be permitted to take a leave of absence for up to six months for personal reasons of a serious nature which do not qualify under other leave of absence policies. Personal leaves of absence for the employee's own medical reasons may be extended for an additional six months, for a total period not to exceed twelve (12) months, including FML leave, per rolling 12-month period. Such leaves are subject to the following:

- (a) An employee with at least one year of service at MGL may request a personal leave of absence for a period of up to six months, for a maximum of six months per rolling 12-month period measured back from the date the employee uses any leave, unless an extension as described below is granted.
- (b) Requests for personal leave must be submitted in writing to the employee's supervisor and must include the reasons for the leave and dates of the leave requested. Except in emergency cases, the request for personal leave should be submitted at least 30 days in advance of the leave. The operations manager and the Human Resources department must approve the personal leave. Approval of personal leaves is based upon the reason for the request and the staffing needs of the practice. MGL reserves the right to deny any request for a personal leave of absence.
- (c) Personal leaves are unpaid. Health, dental, vision and life insurance continues until the end of the calendar month in which the leave begins. All other insurance ends on the effective date of the personal leave. All other benefits, including PTO accrual, are suspended during the leave and will resume upon return to active employment.
- (d) An employee is required to use all accrued PTO prior to taking an unpaid personal leave.
- (e) Once an employee exhausts their FMLA entitlement and their personal leave, they may request to extend the personal leave for their own personal health reasons for an additional six (6) months. Total personal leave time, including FML, shall not exceed 12 months per rolling 12-month period. An employee on an extended personal leave for medical reasons in excess of twelve (12) weeks but less than one (1) year shall be allowed to return to a vacant position for which they are qualified at the end of the leave. If a position is not available at the end of the leave, the employee is kept on inactive status for an additional six unpaid weeks to allow

the employee time to secure a position. An employee who has not obtained a position within 6 weeks of the end of the leave is terminated, and considered to have voluntarily resigned from MGL.

- (f) A request to extend an approved personal leave must be submitted to Human Resources in writing no later than 14 calendar days prior to expiration of the approved leave and is subject to approval by Human Resources. Medical certification must be submitted at the time of the extension request.
- (g) An employee may not accept other employment while on a personal leave of absence. If an employee seeks or obtains other employment while on personal leave, the employee will be considered to have voluntarily resigned from employment at MGL.
- (h) An employee on personal leave for less than 30 days will be reinstated to his or her former position. An employee on personal leave for more than 30 days is not guaranteed a position upon return, but will be considered for vacant positions. If a position is not available at the end of the leave, the employee is kept on inactive status for an additional six unpaid weeks to allow the employee time to secure a position. An employee who has not obtained a position within six weeks of the end of the leave is terminated, and considered to have voluntarily resigned from MGL.
- (i) If an employee fails to report to work the first day following expiration of an approved leave, the employee will be considered to have voluntarily resigned from MGL.

### **ARTICLE 33: BEREAVEMENT LEAVE**

Section 33.1: When a death occurs in an employee's family, the employee shall be granted time off from scheduled work hours according to the following procedure:

- (a) Full-time and part time employees will be granted five (5) working days off with pay in the event of the death in the employee's immediate family. For purposes of this Article, immediate family is defined as current spouse, significant other, child (natural, adopted or stepchild or significant others child), parents, stepparents.
  - 1. Interpretative statement: Significant other shall 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) Full-time and part-time employees will be granted two (2) working days off with pay in the event of the death of the employee's grandparent, grandchild, sibling, current half-sibling, current parent in-law, current brother or sister-in-law, current son or daughter-in-law, current step-sibling.
  - 1. Interpretive statement: 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.
- (c) Full-time and part-time employee will be granted one (1) working day off with pay in the event of a death of the employee's aunt, uncle, niece, nephew, or first cousin.
- (d) Bereavement leave is limited to the number of hours the employee is regularly scheduled to work and will only be paid for scheduled workdays.
- (e) Bereavement leave is paid at the employee's regular straight-time rate of pay, excluding any shift differential or other premium pay. Bereavement leave is not considered as hours worked for the purpose of calculating overtime.
- (f) Bereavement leave may be substituted if the death occurs while an employee is off on PTO. Bereavement leave will not be paid if an employee is on an unpaid leave.
- (g) Bereavement leave is intended to provide employees with compensation and time away from work for absences that occur during an authorized bereavement period, provided a funeral/memorial or other bona fide religious/cultural practice is scheduled during the bereavement period. Time off is approved only when consistent with this purpose.
- (h) The employee may be required to show proof of relationship of death.
- (i) PTO may be used if employees need to arrange for additional time away from work due to death of a family member or to allow an employee time off in the event of death of a family member not listed above.

## **ARTICLE 34: EDUCATIONAL LEAVE**

Full-time or part-time employees with at least one year of service may request an unpaid leave of absence to pursue a full-time educational program subject to the following:

- (a) Educational programs must be in a job-related or health care related field at an accredited college, university or technical school. MGL may require proof of attendance. An employee who fails to maintain full-time student status while on educational leave will be terminated from employment and considered having voluntarily resigned from employment.
- (b) Educational leaves may not exceed one year.
- (c) Written application for an educational leave must be submitted to the employee's immediate supervisor at least 30 days prior to the requested leave.
- (d) Educational leaves are without pay and benefits. Health insurance continues until the end of the calendar month in which the leave began. Employees may continue health insurance through COBRA by making monthly premium payments to MGL for the full cost of the insurance premiums. All other insurances and benefits, including PTO accrual, are suspended on the date the leave begins and resume upon return to active employment.
- (e) The approval of educational leaves is subject to operating conditions and require the approval of both the site department manager and the Human Resources Department. All PTO must be exhausted prior to an educational leave being granted.
- (f) An employee may not accept other employment while on an educational leave unless pre-approved by Human Resources.
- (g) As employees are not guaranteed a position at the end of an educational leave, it is the responsibility of the employee to apply for open positions prior to the expiration of the educational leave. An employee who has not secured a position within six weeks of the expiration of the leave will be terminated, and considered to have voluntarily resigned from employment at MGL.

## **ARTICLE 35: JURY DUTY**

Section 35.1 A regular employee summoned for jury duty on a scheduled workday will be given time off with pay for this service. In order to be granted jury duty leave, the employee must give the Employer notice of the need for leave as soon as the employee receives the summons from the court. The employee must present the summons to their supervisor as soon as possible.

Section 35.2 Jury duty compensation is paid at the employee's regular base rate of pay, excluding any shift differentials or other premiums. The employee is paid an amount equal to the amount of straight-time wages the employee would otherwise have earned for working this day, less the daily jury fee paid by the court. The compensation received from the court does not need to be turned into MGL.

Section 35.3 The employee must provide a statement of jury duty service, certified by a court representative, to his or her supervisor. The statement must include the dates and hours of attendance and the compensation received for this service.

Section 35.4 When the hours spent on jury duty are more than half of the employee's normal hours for that day, the employee does not need to report to work but will still be compensated at the base pay for the entire shift. If the hours spent on jury duty are less than half of the employee's normal shift, the employee is required to report to work for the balance of the shift.

Section 35.5 An employee scheduled for jury duty on a normal day off or while on an unpaid leave of absence does not receive compensation for that day from MGL.

Section 35.6 Employees who are subpoenaed as a witness or a representative on behalf of MGL, will be compensated for lost wages.

Section 35.7 MGL will not compensate employees who are subpoenaed to appear as a witness or as a litigant in a case not involving a McLaren Health Care Corporation affiliate or in an Employer-related action where the employee is subpoenaed to act as a witness against MGL or another McLaren affiliate. The employee will be allowed to use available PTO for this time away from work.

Section 35.8 An employee who is summoned for jury duty, serves on a jury, or who is required to attend court as a witness to a crime, may not be disciplined or discharged due to that duty.

### **ARTICLE 36: INSURANCE BENEFITS**

#### Section 36.1 Health, Dental, Vision, Disability, and Life Insurance:

- (a) For calendar 2016, the Employer will offer the MyChoice Plan offered in 2015.
- (b) On January 1, 2017, the Employer will provide benefits through a flexible benefit program, MyChoice, to eligible bargaining unit employees on the same basis provided to non-bargaining unit hourly employees who are on clinic benefits. The phrase on the same basis includes but is not limited to the same plan design, including co-pays, deductibles and co-insurance, the same percentage contribution toward premiums, the same carrier, the same administrative policies including eligibility, the medication (pharmacy) network, and the same policies governing commencement and termination of insurance. If the Employer changes the plan design, including but not limited to co-pays, deductibles and co-insurance, the percentage contribution toward premiums, the carrier, the medication (pharmacy) network, the administrative policies of the policies governing commencement and termination of insurance, it will give the Union notice as soon as practicable. The MyChoice program presently includes health, dental and vision insurance, life insurance, short term disability insurance, and long term disability insurance on a self-payment basis.
  - 1. Premium Contributions and Amendments to Health Insurance:
    - a. For the 2017 and 2018 benefit calendar year, the Premier health insurance for full-time employees will start with a 10% premium contribution cost share and the Premier Plus health insurance will start with a 19% premium contribution cost share.
- (c) The provisions of this section are only subject to the Grievance and Arbitration procedure to the extent of an arbitrator determining whether the Employer has provided healthcare coverage to bargaining unit employees on the same basis as it has provided to its non-bargaining unit hourly employees who are on clinic benefits.
- (d) Upon notice to the Union, any changes the Employer makes to benefit enrollment processes and eligibility requirements to comply with the Patient Protection and Affordable Care Act of 2010 will be implemented for bargaining unit employees on the same basis and on the same terms as for the Employer's non-bargaining unit hourly employees who are on clinic benefits.
- (e) If the Employer becomes obligated by law to contribute to a government sponsored insurance program which duplicates the benefits provided by the benefit plans in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate compulsory government sponsored insurance benefits.
- (f) The actual extent and conditions of enrollment and coverage for benefits included in MyChoice are governed by and subject to the complete terms of the master policies and plan documents at all times.

### **ARTICLE 37: PTO (PAID TIME OFF)**

Section 37.1: Employees are eligible to accrue Paid Time Off (PTO). PTO is a bank of time that accrues per pay period for regular employees. PTO is used to cover all paid time away from work including but not limited to holidays, sick time, doctor and dentist appointments, vacation and other personal time off.

- (a) While it is each employee's choice how they use their PTO, employees are encouraged to retain some of their PTO accrual to protect against loss of time in case of illness.
- (b) **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 provide that the employee has completed their 90-day probationary period. An employee may not go into a negative PTO balance. PTO accrues on all hours paid to a maximum of eighty (80) hours per pay period.
- (c) The PTO accrual rates are as follow:

<u>Date of Eligibility</u>	<u>PTO Accrual Rate</u>	<u>PTO Days</u>
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0 - 4 Years of Service	0.0808	21 Days
5 Years of Service & Up	0.1000	26 Days

- (d) One Time PTO Dump: Effective upon ratification, those current employees as of 4/20/2016, who are currently at an accrual rate of 27 PTO days per calendar year, will receive a one-time PTO dump of thirty-two (32) PTO hours to be given on the first full pay period following ratification.
- (e) Employees begin to accrue PTO on their first day of employment with MGL. Employees may begin to use PTO following ninety (90) days of continuous employment. If a holiday falls within the ninety (90) day period, an employee may use PTO to cover time away from work due to that holiday.
- (f) PTO Bank Accrual Cap: Effective the first pay period following ratification of this Agreement, the maximum PTO bank accrual will be capped at 320 hours. Effective with that pay period, any employee with a PTO bank of 320 or greater hours will automatically be cashed down to 320 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 250 PTO hours and the maximum cap of 320 PTO hours. In lieu of receipt of cash, employees may elect to roll the cash equivalent of their PTO hour over 320 on a pre-tax basis into their Defined Contribution 403(b) account if permitted by law.
- (g) Employees need to submit a request to use PTO to their supervisor in advance of using PTO. If possible, PTO should be requested two weeks in advance. If PTO is not requested at least 24 hours in advance, the time away from work is considered an unscheduled absence, regardless of whether the employee is paid for such time under PTO. In approving PTO, the supervisor takes into consideration the operational needs of the site, the employee's length of service and the number of other employees who have already requested PTO for that same time. Management shall respond to vacation requests submitted at least two weeks in advance within two weeks or less of the submission.
- (h) PTO is paid at the employee's straight-time rate, excluding any shift differentials or other premium pay, at the time it is used. PTO cannot be used above and beyond an employee's normally scheduled hours in a week.
- (i) PTO is used to bring employees absent from work during the week to their normally scheduled hours. An employee may not take unpaid time off work if PTO is available for use except where otherwise stated in this agreement.
- (j) With management approval, if an employee has adequate time off in his/her PTO bank to cover approved time away from work, the employee will be allowed to take the approved time off without utilizing PTO as MBT.
- (k) If an employee does not have enough PTO to cover requested time away from work, this request is generally not approved. Previously approved requests may be canceled, if an employee does not have enough accrued PTO available to cover the time away from work.
- (l) Once per fiscal year, employees are given the opportunity to cash out a portion of their accrued but unused PTO hours at the employee's current rate of pay. Employees may decide how many hours to cash out; however; a minimum of 40 PTO hours must be left in the employee's PTO bank.
- (m) An employee who works on a day recognized as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, will be paid for hours worked at the rate of one and one-half times their regular base rate.
- (n) Employees may elect not to use PTO for pay on a recognized holiday.

### **ARTICLE 38: DAILY STAFF ADJUSTMENT/MUTUAL BENEFIT TIME**

Section 38.1 When the Employer determines that low census, lack of work or other similar reasons cause a need for temporary adjustment of the work force, employees in the selected job classification within an identified practice will be staff adjusted subject to the following:

Section 38.2 Procedure for Daily Staff Adjustment:

- (a) On duty employees in the selected job classification who work within the selected practice, will be staff adjusted by the employer soliciting volunteers to take the day off within that assigned work area.



- (b) If there are more volunteers than needed, Union seniority (highest to lowest) shall be the determining factor for granting requests.
- (c) If there are insufficient volunteers on duty, temporary, probationary, and casual employees within the job classification from the affected practice will be reassigned or sent home. For purposes of orientation or patient need, a probationary employee may be retained.
- (d) If the staffing is still not reduced sufficiently, then mandatory staff adjustments will be made from among remaining staff in the practice based on Union seniority (lowest to highest). The affected employee(s) shall have the option of remaining at the office and working on on-going office projects, if deemed available by the Employer, or taking the day off.

Section 39.3 Use of Mutual Benefit Time: The employee has the option of utilizing available paid time off or Mutual Benefit Time to cover staff adjusted hours.

Mutual Benefit Time: is defined as approved time off without pay, without loss of accrual of the benefits or length of service. Mutual benefit time shall not be used in lieu of discipline or indefinite layoff.

Section 38.4 If an employee reporting for work on his/her regular shift when no work is available and mandated to go home before any work is performed, the employee shall receive two (2) hours of pay or pay for actual hours worked, whichever is greater.

### ARTICLE 39: RETIREMENT BENEFITS

Section 39.1 By mutual agreement employees became ineligible to participate in the McLaren Employees' Pension Plan (the "Plan") (formerly the McLaren Employees' Retirement Plan A) defined Benefit plan effective March 31, 2006. The employees will retain all of their accrued vested benefits under the McLaren Employees' Retirement Plan A Defined Benefit plan as of March 31, 2006.

Section 39.2 Effective, April 1, 2006, employees became eligible under the McLaren Employees' 403(b) Retirement Plan, under the same terms as currently offered. This included being eligible for employer contributions when they satisfy the eligibility requirements under the plan to receive the employer contributions. A detailed description of the pension plan is contained in the benefit summary provided to each employee.

Section 39.3 OPEIU Local 459 acknowledges the Employer's right to change the plan design, including but not limited to, fees, employer matching contributions, employee contributions, investment options, and/or the administrative policies governing commencement and termination of coverage. The Employer agrees to give the Union notice as soon as practicable when changes to the Plan are made.

### ARTICLE 40: WAGES

Section 40.1 Classification Pay Grades and Steps: Each pay grade will have steps calculated as four (4%) of the minimum of each pay grade.

- (a) The changes to the pay grades will follow the schedule in the below table:

2016 & 2017		0.04	0.08	0.12	0.16	0.20	0.24	0.28	0.32	0.36
JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Medical Assistant	12.63	13.14	13.64	14.15	14.65	15.16	15.66	16.17	16.67	17.18
Medical Assistant/Receptionist	12.63	13.14	13.64	14.15	14.65	15.16	15.66	16.17	16.67	17.18
Receptionist	11.60	12.06	12.53	12.99	13.46	13.92	14.38	14.85	15.31	15.78
Radiology Techs	17.25	17.94	18.63	19.32	20.01	20.70	21.39	22.08	22.77	23.46

- (b) Minimum Pay Rate: Every employee in the bargaining unit will be paid at least the minimum rate of pay for their job title (pay grade).
- (c) Maximum Pay Rate: At the time of implementation of this Agreement and for the life of this contract, no employee in the bargaining unit will be paid above the maximum pay rate (top of scale) for their job title (pay grade).
- (d) Year One Compensation: Upon ratification of this Agreement, employees will be placed on a step in their respective pay grade commensurate with their experience.
- (e) Year Two Compensation: Effective the first full pay period in February 2017, non-probationary employees will progress to the next step in their respective pay grade.
- (f) Top of Scale Bonus:
  - 1. Year Two Compensation: Those employees who are at the top of their respective pay scale and who do not receive an increase, will receive a top of the scale bonus equal to three (3%) of their hourly rate times their annual budgeted hours.

Section 40.2 Team Leaders:

Team Leader is not a distinct job classification.

- (a) The Employer may select employees to perform work as Team Leaders and designate their duties to include, but not limited to, assisting in coordinating the operations of the practice, determining work procedures, overseeing staff to ensure effective operations, and ensuring adequate staffing.

Employees assigned Team Leader duties shall be compensated at his/her regular hourly rate plus \$1.00 per hour for all hours spent performing Team Leader duties.

Section 40.3 New Hires:

In the event a new hire is brought into a bargaining unit classification at a base rate higher than other employees in that classification who have the same or more relevant work experience, then those employees with the same or more relevant work experience will be adjusted up so they make the same or more than the new hire.

Section 40.4 Wages for Temporary Transfers:

Employees may be temporarily assigned to work in another classification. When a temporary assignment is for four (4) hours or more to a higher paid classification, the employee shall be compensated at his/her base rate of pay plus 5% from the first hour of such assignment. If an employee is temporarily assigned to work in a lower paid classification, the employee will suffer no reduction in pay.

40.5 Ratification Payment:

Full-time and Part-time PARAPRO employees will receive a one-time lump sum ratification bonus of \$500.00 paid on the first full pay period following ratification of this collective bargaining agreement.

**ARTICLE 41: NO STRIKE/NO LOCKOUT**

Section 41.1 Prohibition:

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

Section 41.2 Penalty: Any employee who violates the provisions of Section 41.1(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 41.1(a) shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by Section 41.1(a), unless the appeal or review establishes that the employee did not violate the provisions of Section 41.1(a), in which case, any disciplinary action imposed may also be reviewed.

## **ARTICLE 42: SEPARABILITY AND SAVINGS CLAUSE**

Section 42.1 If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 42.2 The parties agree to immediately enter into negotiations to reach a mutually acceptable Article(s) or Section(s) to replace the invalid Articles (s) or Sections(s).

## **ARTICLE 43: SUCCESSOR**

Section 43.1 If the Employer merges, sells, affiliates or participates in any joint venture, partnership, consolidation or stock transfer with any other entity, any surviving entity shall meet the obligations of this Agreement if the surviving entity is a successor in accordance with the law. If the surviving entity is not a successor in accordance with the law, the affected bargaining unit employees will be offered available vacant positions in their same classification. In the event there are no vacant positions, layoffs will occur in accordance with the Layoff/Reduction in Hours/Recall Article of this Agreement.

## **ARTICLE 44: DUPLICATION OF AGREEMENT**

The Employer agrees to provide each bargaining unit employee with a copy of this agreement.

## **ARTICLE 45: DURATION**

Section 45.1 This Agreement shall be effective on February 1, 2016 and shall remain in full force and effect through January 31,2018.

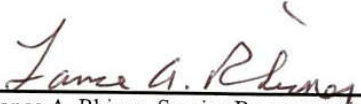
Section 45.2 In the event either party wishes to change, amend, modify or terminate this Agreement, notice shall be given by either party to the other in writing ninety (90) days prior to the expiration of the Agreement.

Section 45.3 If notice to change, amend, modify or terminate is given, negotiations shall begin as soon as reasonably practicable. This Agreement shall remain in full force and effect during such negotiations, unless notice of intent to terminate is given to the other party in writing at least ten (10) days prior to the desired termination date.

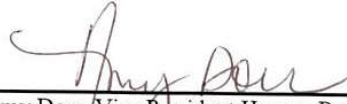
MGL COMBINED UNIT AGREEMENT

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

McLaren Greater Lansing



Lance A. Rhines, Service Representative  
Lead Spokesperson



Amy Dorr, Vice President Human Resources  
Lead Spokesperson



Karen Fretter, PARAPRO Bargaining Team



Ryan Stecovich, Senior Human Resources Consultant,  
Management Team



Laura Dixon, PARAPRO Bargaining Team



Kristeen Glandon, PARAPRO Bargaining Team