

AGREEMENT

This Agreement is entered into by and between **ASCENSION MACOMB-OAKLAND HOSPITAL, MADISON HEIGHTS CAMPUS (AMOH, MADISON HEIGHTS)**, located at 27351 Dequindre, Madison Heights, Michigan, 48071 (hereinafter referred to as “Hospital”); and **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 459, OPEIU, AFL-CIO-CLC** (hereinafter referred to as “Union”).

ARTICLE 1. PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Hospital and the union in its capacity as representative of the associates within the bargaining unit, so as to serve the best interest of the parties and the community. The parties agree that the total welfare of the patients of the Hospital is of paramount importance. Both parties pledge to devote their wholehearted and best efforts to serving the patients of the Hospital. The conduct of each worker shall be such that at no time shall that worker’s actions, speech or the manner in which that worker’s duties are performed reflect unfavorably to the best interest of the Hospital.

The parties recognize that the interest of the community and the job security of the associates depend upon the Hospital’s success in establishing proper service to the community. To these ends, the Hospital and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels.

ARTICLE 2. RECOGNITION

Section 1. The Hospital recognizes the Union as the sole collective bargaining agent for all full, regular part-time and PRN associates employed at 27351 Dequindre, Madison Heights, MI 48071, in the classifications identified in “Attachment A” to this Agreement. The bargaining unit was originally certified by the NLRB in Case No. 7-RC-13572.

Section 2. For the purpose of this Agreement, part-time and PRN associates shall be union members if they are regularly scheduled to work thirty-two (32) hours per pay period, or more, but less than seventy-two (72) hours. A full-time associate is regularly scheduled to work 72-80 hours per pay period.

- (a) All hours worked by PRNs shall be considered as scheduled hours for purposes of this Section. It is understood that the Hospital can hire persons for vacation relief and leave of absence periods without violating this Article. Employment year is defined as the twelve-month period following the start date in the current job classification. PRN associates working in excess of 832 hours in their employment year will, upon request, be placed in a benefit eligible position.
- (b) All hours worked by part-time associates shall be considered as scheduled hours for purposes of this Section.

- (c) The number of hours worked by each PRN shall be supplied to the union upon request.

Section 3. Associates covered by this Agreement may use the Office and Professional Employees International Union/Local 459, AFL-CIO Union Label on all external Hospital letterhead correspondence, memos and bulletins they have typed. Each label shall include the associate's initials. Example: ab/opeiu 459 afl-cio. The Union will not send any correspondence or communications regarding Union business on Hospital letterhead.

ARTICLE 3. UNION SECURITY AND DUES CHECK-OFF

Section 1. Subject to applicable law, it shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing as of its effective date, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the effective date, become and remain members in good standing of the Union, or in lieu of union membership pay an agency fee. The amount of such agency fee shall be determined by the Union, in accordance with applicable law. Associates who fail to comply with the conditions of this Section shall, within thirty (30) days after receipt of written notice of such default and request by the Union for discharge delivered to the Employer, be either discharged by the Employer or, in the Employer's discretion, transferred to a non-bargaining unit position. During the thirty (30) day period, the Hospital may choose to, but is not required to, notify the employee of the situation and provide the employee with an opportunity to comply with this Section in lieu of termination or transfer.

Section 2. The Hospital will deduct from the pay of each associate covered by this Agreement all current and uniform Union membership dues and initiation fees, if any, provided that at the time of such deduction there is, in the possession of the Hospital, a current written assignment, executed by the associate, in the form and according to the terms of a valid authorization form (Voluntary Authorization For Deduction Of Union Dues Form). The Hospital shall provide such a form to each associate entering the bargaining unit.

- (a) The Hospital will deduct from the pay of associates in any month only the Union membership dues becoming due and payable in the next succeeding month but only for amounts accrued while that associate was employed by the Hospital.
- (b) All sums deducted by the Hospital shall be remitted to the Union at an address certified in writing by the Secretary Treasurer of Local 459, if possible not later than the last day of the calendar month for which such deductions are made.

Section 3. In the event a refund is due any individual for any sums deducted from wages and paid to the Union, it shall be the responsibility of such individual to obtain the appropriate refund from the Union.

Section 4. The Union shall indemnify and save the Hospital harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action

taken or not taken by the Hospital for the purpose of complying with any of the provisions of this Article.

Section 5. The Hospital shall not be liable for the remittance or payment of any sums other than those constituting actual deduction made; and if for any reasons the Hospital fails to make a deduction for any associate as above provided, it shall make that deduction from the associate's next pay in which such deduction is normally deducted after the error has been called to its attention by the associate or the Union.

Section 6. Each associate utilizing the deduction service from pay for remittance of sums to the Union shall provide the Hospital, in written form, an agreement by such associate to hold the Hospital harmless against any and all claims, demands, lawsuits, or other forms of liability which may arise out of, or by reason of action taken or not taken by the Hospital for the purpose of providing the deduction service; provided further, in such agreement such associate shall agree that in the event a refund is due for any reason such associate shall seek such refund from the Union.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1.

- (a) Except as expressly limited by the expressed and specific terms of this Agreement, the Hospital retains the sole right to manage its business including, but not limited to, the right to plan, direct and control its operations; to determine and redetermine the location of its facilities; to determine and redetermine all machines and equipment to be used; to determine and redetermine the services to be provided; to determine and redetermine the method, location and manner of providing such services; to determine and redetermine the schedules of work; to determine and redetermine the utilization of volunteers; to determine and redetermine standards and quality of care and methods of patient care; to establish and re-establish reasonable production standards; to determine and redetermine whether and to what extent any work shall be performed by associates and the extent and manner the various departments shall be operated or shut down; to determine and redetermine the qualifications of associates including, but not limited to, health matters and standards of service quality; to determine and redetermine starting and quitting time and the number of hours to be worked; to determine and redetermine the number and composition and qualifications of the work force; to maintain order and efficiency in its departments and operations; to promulgate and re-promulgate work rules; to hire, layoff, assign, in accordance with needs as determined and redetermined by the Hospital, to transfer and promote associates; and the Hospital shall have all other rights and prerogatives normally exercised by management subject to the specific and express terms and conditions of the Agreement.
- (b) The Union recognizes and agrees that the Hospital possesses the right to discontinue existing bargaining unit work or bargaining unit operations, in whole or in part. The Union additionally recognizes and agrees that the Hospital possesses

the right to transfer/subcontract bargaining work or bargaining unit operations, in whole or in part, from any Ascension Michigan facility to AMOH, Madison Heights and/or from AMOH, Madison Heights to any other Ascension Michigan facility. Any work which would normally and customarily be primarily performed by bargaining unit associates within an active job classification which is transferred to AMOH, Madison Heights shall be performed by those bargaining unit associates. The words transfer and subcontract are inter-changeable when used relative to movement of bargaining unit work from AMOH, Madison Heights to any other Ascension Michigan facility.

- (c) The Hospital agrees to discuss with the Union the discontinuance, and/or reorganization of any department, the transfer/subcontract of bargaining unit work or operations, in whole or in part, to another Ascension Michigan facility, and/or the elimination of any job classification within the bargaining unit upon request by the Union; provided these discussions do not impede or interfere with the timely implementation of such action; provided further that the Hospital will advise the Union of layoffs before such layoffs occur.

Section 2. No section of this Agreement shall be construed to preclude the introduction, termination or substitution of any technological change to existing services, techniques or machinery including, but not limited to, the right of the Hospital to join with, engage in, commence, terminate, or substitute for joint marketing or service ventures.

The Hospital agrees to discuss with the Union the discontinuance and/or reorganization of any department, and/or the elimination of any job classification within the bargaining unit upon request by the Union; provided these discussions do not impede or interfere with the timely implementation of such action; provided further that the Hospital will advise the Union of layoffs before such layoffs occur.

Section 3. The Hospital is vested with the right to subcontract, except that it will not subcontract bargaining unit work currently performed at AMOH, Madison Heights to a non-Ascension Michigan facility if such contract directly results in the layoff of a bargaining unit associate.

ARTICLE 5. REPRESENTATION

Section 1. For purposes of collective bargaining for this Agreement and for renewal agreements, the Union may be represented by not more than three (3) seniority associates (one from each group) not including non-associate representatives, plus one chief steward.

Section 2. For purposes of representation of associates and the processing of grievances through the grievance procedure provided for in this Agreement, the associates shall be divided into three (3) separate groupings by departments. Each group shall be represented by not more than one (1) steward per group on the first shift and, in addition, not more than two (2) stewards and one (1) alternate for the second shift and not more than two (2) stewards and one (1) alternate on the third shift, plus one (1) Chief Steward. The Union may appoint one of the Group

Stewards identified in this Section as “Acting Chief Steward” who shall only act in the absence of the designated Chief Steward. The Hospital will only recognize a person as Acting Chief Steward who has been designated in writing in the Department of Human Resources.

<p style="text-align: center;">Group 1 Nursing Emergency Reception-Mail Room Miscellaneous (Not Otherwise Assigned)</p>	<p style="text-align: center;">Group 2 Radiology Pharmacy</p>
<p style="text-align: center;">Group 3 Supply Chain Sterile Processing</p>	

Section 3. The names of the stewards, alternate stewards and collective bargaining representatives shall be certified to the Hospital by the Union, in writing, and the Hospital shall not be obligated to meet with persons other than those certified by the Union to the Hospital.

Section 4. In grievance procedure meetings under the procedure provided for in this Agreement, a Grievant may be represented by that associate’s group steward or the Chief Steward as determined by the Union.

Section 5.

- (a) The Hospital will, putting patient care first, grant necessary and reasonable time off not to exceed four and one-half (4 ½) hours per month per steward, and not more than two (2) hours per month per alternate during scheduled working hours to be present for direct participation in grievance adjustment. Stewards and/or alternates may receive an extension of hours upon recommendation of the President of Local 459 and approval by the Labor Relations Partner or designee. The steward shall project amount of time needed, and allow at least one-half (1/2) hour advance notice to the supervisor for coverage arrangements. The supervisor may deny the steward’s request: 1) if the steward has exceeded the steward’s four and one-half (4 ½) hours per month; 2) when the steward is a key associate for emergency situations such as Code Blue, etc.; 3) when the steward does not provide evidence of grievance adjustment or the need to be present. The steward must receive permission to leave such steward’s workstation and notify the supervisor upon return from grievance adjustment meetings. Associate questions, problems or other miscellaneous matters not directly involved with grievance adjustment must be arranged between the steward and associate for discussion during break periods or before or after regular working hours.
- (b) The Chief Steward may have time off not to exceed ten (10) hours per month for union activities. The Chief Steward must notify such steward’s Manager as early as possible, but at least one-half (1/2) hour in advance of conducting Union business.

The Chief Steward may handle any grievance in any of the four (4) designated areas provided the steward or alternate for that area are unavailable. In cases of discharge or suspension, the Chief Steward may handle the grievance at Step 1 of the grievance procedure. The Chief Steward may represent any Grievant. The Chief Steward may receive an extension of hours for Union use if approved by the Service Representative of the Union and the Hospital's Labor Partner.

Section 6. Representatives of Local 459 (who are not associates of the Hospital) may enter public areas of the Hospital, provided they have given prior notification to the Hospital Labor Partner or his/her designee. No representatives of the Union (who are associates of the Hospital), including stewards performing union duties who are not scheduled to work, shall enter the Hospital without approval of the Hospital's Labor Partner or his/her designee. Representatives of Local 459 shall not enter patient care areas of the Hospital at any time, without advanced written permission from the Labor Relations Partner. Representatives of Local 459 shall be subject to Hospital visitor guidelines and restrictions related to health and safety that are applicable to the general public.

Section 7. The Union shall be permitted to schedule vacant Hospital conference rooms, by requesting a room through the Labor Relations Partner, for purposes of conferring with bargaining unit members. All persons involved will not be utilizing such room during their own work time and the Hospital shall not pay persons for the time spent in such conferences. Scheduling must be done each week for the following week, unless waived by the Hospital.

Section 8. The Hospital will provide the Union with a mailbox. All documents regarding discipline, including Hospital grievance procedure answers, shall be considered served on the Union upon deposit by the Hospital into the Union mailbox or email to a Local 459 Service representative and the Chief Steward. Upon request, the Hospital agrees to provide copies of all written discipline of bargaining unit members to the Union through the designated mailbox or via email to a Local 459 Service representative and the Chief Steward.

ARTICLE 6. GRIEVANCES

Section 1. A grievance under this Agreement is a written dispute, claim or complaint. All grievances shall be filed electronically (e.g. email). All grievances shall be:

- (a) Signed by the associate (if an associate is the Grievant);
- (b) Arising under and during the term of this Agreement;
- (c) Setting forth the following information:
 - I. Date of occurrence of each alleged violation and;
 - II. Manner of alleged violation (including the name, if applicable, of the management representative who allegedly violated the Agreement);

- III. Listing the section(s) of this collective bargaining agreement that the associate(s) signing the grievance allege the Hospital violated.
- IV. Filed by either the Union, an associate in the bargaining unit or the Hospital.

The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed within ten (10) calendar days after occurrence of the circumstances giving rise to the grievance; otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 2. Grievances shall be processed one step to the next within the time limit prescribed in each of the steps. Workdays, for purposes of this Article, shall be Monday through Friday, excluding holidays observed in this Agreement. Any grievance upon which a disposition is not made by the Hospital within the time limits prescribed, may be referred to in the next step in the grievance procedure by the Union. Any grievance not carried to the next step by the Union within the prescribed time limits shall be forfeited.

Section 3. The following shall be the grievance procedure if a complaint is not satisfactorily settled orally between an associate and their supervisor; any satisfactory resolution shall be confirmed in writing signed by the associate's immediate supervisor; if such discussion does not resolve the problem, then an associate must file a formal written grievance.

Section 4. Time frames under this Article may be extended by written agreement of both parties.

STEP 1: Within seven (7) working days after receipt of the written grievance the supervisor/manager shall meet with the associate to discuss the grievance. A written response from the supervisor/manager shall be delivered to the union within 7 working days after the meeting. For purposes of this section, "delivery" occurs upon deposit in the union mailbox provided by the Hospital or electronic communication sent to the Local 459 Service Representative.

Associates without a supervisor/clinical manager between them and the Department Manager may start at Step 2.

STEP 2: If the grievance is not resolved at Step 1, the Union may advance the grievance to Step 2 by electronically filing the Step 2 grievance with the Department Director within seven (7) working days after the receipt of the Step 1 response (or the date that the Step 1 response was due). Within seven (7) working days after receipt of the Step 2 written grievance, the Department Director or designee shall meet with the Union's Representative and the associate. Following this meeting a written answer shall be delivered within seven (7) working days.

STEP 3: If the grievance is not resolved at Step 2, the Union may advance the grievance to Step 3 by electronically filing the Step 3 grievance with the Labor Relations Partner

within seven (7) working days after the receipt of the Step 2 response (or the date that the Step 2 response was due). The Labor Relations Partner or designee, shall meet with the Union's Service Representative and the associate within ten (10) working days, and, if requested by either party, with the Department Director. A written answer shall be delivered within ten (10) working days following the meeting. If the answer is not satisfactory, the Union may request arbitration as set forth in Article 7 of this Agreement.

Section 5. Grievances resolved at any step of the grievance procedure shall be final and binding on the Hospital, and the Union. Any grievance resolutions at Step 1 or Step 2 shall be non-precedent setting.

Section 6. All claims for back wages shall be limited to the amount of wages that the associate would otherwise have earned at the time the grievance was filed, less any unemployment compensation not specifically required to be returned by the State.

Section 7. Multiple grievances will be subject to a single arbitration proceeding, whenever agreed to by both the Union and the Hospital.

ARTICLE 7. ARBITRATION

Section 1. Either party may request arbitration of any unsettled grievance to the American Arbitration Association (AAA). The party desiring arbitration must notify the other party by filing a Notice of Intent to Arbitrate within thirty (30) calendar days of when the written disposition was given under Step Three and file a request for arbitration within thirty (30) calendar days thereafter. If either party fails to serve written notice, the grievance is settled on the bases of the written disposition made in Step Three of the grievance procedure.

Upon receipt of notice to arbitrate, the parties shall attempt to agree on an arbitrator. If, after the above, the parties are unable to agree upon an arbitrator, the parties shall select the arbitrator by pulling all of the names from the following list in a hat and drawing two (2) names. The first name drawn shall be used, unless that arbitrator is unable to offer an agreeable date within the next three (3) months in which case the second name drawn shall be used. If neither has an agreeable date in the next three (3) months, then the one with the first agreeable date shall be used.

Mark Glazer	Paul Glendon
Patrick McDonald	Deborah Brodsky

The names of additional arbitrators may be added upon mutual agreement of the parties and up to two (2) names may be stricken from the list during the term of this Agreement by unilateral written act of either party, with sixty (60) days' notice to the other party, provided the arbitrator to be stricken is not then assigned to hear an arbitration.

Section 2. The parties, in making this Agreement, have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The

arbitrator shall resolve disputes between the parties only over the interpretation or application of matters specifically covered in this Agreement and which are not excluded from arbitration. Any issues of whether or not a particular grievance is arbitratable due to timeliness shall be decided by the arbitrator consistent with any specific deadlines recited in this Agreement.

Section 3.

- (a) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or any supplementary agreement; nor to rule on any matter, except while this Agreement is in full force and effect between the parties.
- (b) The arbitrator shall have no power to establish wage scales, rates on new or changed jobs or to change any wage rate, unless it is provided for in this Agreement.
- (c) The arbitrator shall have no power to provide agreement for the parties in those cases where in this Agreement they have agreed, in writing, that further negotiations should occur to cover the matters in dispute.
- (d) In the event a case is appealed to an arbitrator and the arbitrator finds that such arbitrator has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 4. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based, in whole or in part, or contain a reference to statutes, decisions, regulations or other extra contract matters not specifically incorporated in this Agreement.

Section 5. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expense of their representatives and witnesses who are called by them, and such other expenses as that party may incur.

Section 6. There shall be no appeal on the merits from an arbitrator's decision. Decisions rendered in accordance with this Agreement shall be final and binding on the Union, on all bargaining unit associates and on the Hospital.

**ARTICLE 8.
NO STRIKE - NO LOCKOUT**

Section 1. The Hospital will not lock out Union associates during the term of this Agreement.

Section 2. During the term of this Agreement the Union will not cause or permit its members to cause nor will any member of the bargaining unit partake in any strike, picketing, sit-down, stay-in or slowdown in or at the Hospital. The Union, by its officers, agents and stewards shall immediately declare such action illegal and unauthorized and order said associates to stop such conduct and resume full production. The Hospital shall have the right to discipline, up to and

including discharge, any associate who instigates, participates in or gives leadership to any activity herein prohibited.

Section 3. The Union agrees it will not sanction or condone a strike, picketing or other curtailment of work or refusal to come to work in sympathy with any other Union or organization directed at this Hospital.

Section 4. The Hospital will not hold the Union liable for any damages for violation of this Article provided it follows Section 2 above, in good faith submits written evidence of Section 2 compliance to the Hospital simultaneously with issuance to bargaining unit, does not aid or abet a strike through funding or assistance of any kind, and does not otherwise perform any act inconsistent with this Article.

ARTICLE 9. SENIORITY

Section 1. An associate's system seniority shall date from that associate's last date of hire by the Ascension Macomb-Oakland Hospital (the "System") and shall include all continuous service from that last date of hire by any operating unit of the System; such System seniority shall be used for benefit entitlement. Bargaining Unit Seniority shall be used for all other purposes, except where expressly stated otherwise.¹ There shall be a separate Bargaining Unit Seniority list for all bargaining unit associates, based on the last date of hire into the bargaining unit. Seniority rights shall prevail where the associate's ability, experience and training are equal, unless otherwise provided for in this Agreement.

Section 2. All new associates covered by this Agreement shall be considered as probationary associates for the first six (6) months of employment. The Hospital may (but need not) extend a new associate's probationary period once for up to an additional forty-five (45) days for full time and sixty (60) days for part-time (upon notification to the Union) if, by not so extending the probationary period, the Hospital otherwise would have terminated such associate on or before their initial probationary period expires. During the probationary period, the Hospital, in its sole discretion, shall have the right to dismiss or terminate any probationary associate. An associate so terminated shall not have recourse to the Grievance Procedure. A new associate shall earn seniority on successful completion of the probationary period and be credited with seniority retroactive to date of hire and appropriate benefits in accordance with other articles of the Agreement.

Section 3. Upon request, but no more often than once per month, the Employer will provide the Union with an updated seniority list that includes hourly rates, address, phone number, classification, job title, shift, and status.

¹ From the date of ratification through December 31, 2024, the parties agree to meet and discuss upon request of the Union, if the new contract language regarding bargaining unit seniority results in an inadvertent change to past practice, and results in an unintended outcome due to a discrepancy between a bargaining unit employee's classification seniority and bargaining unit seniority.

Section 4. Seniority shall be terminated and employment shall cease for any of the following reasons:

- (a) If the associate quits.
- (b) If the associate is discharged for cause.
- (c) If an associate fails to return to work within five (5) calendar days after the Hospital's notice of recall from layoff (sent by certified mail, return receipt requested) is signed by the postal carrier as having been delivered to the last known address of such associate as shown in the Hospital's records.
- (d) If a settlement with an associate has been made for total disability.
- (e) If the associate is retired.
- (f) If the associate is on layoff for a continuous period of twelve (12) months or length of seniority, whichever is less.
- (g) Falsification of employment application provided discovery is made within two (2) years from date of hire, except on statements concerning criminal conviction.
- (h) If an associate fails to return timely from a leave of absence.
- (i) If an associate transfers to a non-bargaining unit position and does not return to the bargaining unit within six (6) months.

Section 5. The Hospital shall have no obligation to permit the return of any persons to the bargaining unit who have left such unit but remained in the Hospital's employ.

Section 6.

- (a) When an associate accepts a position outside of the bargaining unit but within the System, the associate's Union Seniority is frozen for a period of six (6) months. If the associate does not return to the bargaining unit within six (6) months, seniority shall be terminated.
- (b) If an associate is transferred back into, or otherwise reenters, the bargaining unit within six (6) months, then that associate shall have their original seniority date reinstated. It is the responsibility of the Union or the associate to notify the Hospital that the original seniority date needs to be reinstated.

Section 7. It shall be the responsibility of each associate to provide the Hospital with a current address and telephone number by updating that information in the employee portal. The Hospital can rely on that address and telephone number with regard to all matters, including contact regarding layoff and recall.

Section 8. Work assignments shall be made by the Hospital and no associate shall be entitled to select, have or retain any particular job assignment or task within such associate's job classification, or elsewhere, by virtue of seniority.

ARTICLE 10. LAYOFF AND RECALL

Section 1. The Hospital shall attempt to avoid any layoffs. However, in the event layoffs are necessary, they may be made by the Hospital in such numbers and at such times as the Hospital deems necessary and proper subject to the associates' seniority rights enumerated in this Article.

Section 2. "Job Classification Seniority" shall mean the associate's length of continuous service in the job classifications within specific operating unit at a given location from the date the associate was permanently assigned to that job classification. Except as set forth in Section 3, if a layoff is necessary in a particular job classification, an associate in the classification shall be laid off as follows:

1. Regular Full-time associates.
 - (a) if full-time associates must be laid off within a job classification at the Hospital, then probationary full-time associates (with the least Job Classification Seniority) shall be laid off first;
 - (b) if further full-time layoffs are necessary, then seniority (non-probationary) fulltime associates (with the least Job Classification Seniority at AMOH, Madison Heights) shall be laid off next.
2. Regular Part-time associates.
 - (a) if part-time associates must be laid off within a job classification at AMOH, Madison Heights, then probationary part-time associates (with the least Job Classification Seniority) shall be laid off first:
 - (b) if further part-time layoffs are necessary, then seniority (non-probationary) part- time associates (with the least Job Classification Seniority at AMOH, Madison Heights) shall be laid off next.

Upon recall, the reverse order of layoff shall be followed and senior associates shall be recalled first to their job classification.

Section 3. Full-time associates may bump full-time or part-time associates with lesser seniority in the same job classification as provided below; part-time associates may only bump part-time associates. A Displaced Associate may bump or displace another associate only if the Displaced Associate has no job and if, in the Hospital's opinion, the Displaced Associate is capable of satisfactorily and immediately performing the job held by another associate with minimal job orientation and without any additional training.

Except in the case of a temporary layoff, any seniority associate who is displaced due to a reduction in the work force may bump another associate who has lesser seniority as provided below:

- (a) Full-time Bumping Part-time associate. A Displaced Full-time Associate can bump a part-time associate with lesser seniority in the same job classification; or,
- (b) Previously held Job Classification. A Displaced Associate may bump another associate who has lesser Job Classification Seniority and who works in any equal or lower rated job classification in which the Displaced Associate has worked as a seniority associate immediately prior to entering their current position; however, if the Displaced Associate still has not obtained a job, then...
- (c) Layoff. The Displaced Associate shall be laid off.

The Displaced Associate must be willing to work the shift and hours of the bumped associate. If the new classification is a lower rate, the Displaced Associate will be paid on the new scale commensurate with Article 22.

Associates who have been laid off or transferred to another job in the Hospital, will be recalled to work in the reverse order in which they were laid off or transferred. Should an associate be transferred to another job in the Hospital in lieu of layoff, then such associate shall receive the rate of pay for the job into which the associate was transferred.

Section 4.

1. Temporary layoffs.

- (a) Any layoff up to and including five (5) working days shall be considered a temporary layoff. Upon expiration of the temporary layoff, the Hospital shall recall the associate. Otherwise, the regular layoff procedure in this Article shall be followed.
- (b) Temporary layoffs shall be rotated by shift, by job classification, and within a department (not a unit), starting with volunteers first; when there are no volunteers, the rotation list shall begin with the lowest seniority associate and shall rotate through the highest seniority person, before beginning to rotate again with the lowest seniority associate.
- (c) For volunteers, rotation shall begin with the highest seniority associates first and rotate through to the lowest seniority associate.
- (d) Any associate who volunteers for and is given a temporary layoff, will be credited with a temporary layoff on the rotation list.

2. Definite layoffs.

An associate being laid off indefinitely shall be given a written notice one (1) week in advance (except in emergencies beyond the Hospital's control), or one (1) week

of pay in lieu of notice, or any combination of the above which satisfies the one (1) week requirement.

Section 5. Chief Steward and steward shall hold the highest seniority in their classifications for purpose of layoff and recall as follows: (a) two (2) day shift stewards plus chief steward, plus (b) one (1) afternoon shift steward, plus (c) one (1) midnight shift steward. The stewards entitled to the highest seniority priority protection shall be designated, in writing, to the Hospital.

Section 6. In the event the Hospital unilaterally reduces a full time associate to part time status, the reduced associate may exercise bumping rights in accordance with Sections 3(a) and (b) above if, in the Hospital's opinion, the associate is capable of satisfactorily and immediately performing the job held by the associate to be bumped with minimal job orientation and without any additional training.

ARTICLE 11. FILLING POSITIONS

Section 1. When the Hospital determines a vacancy exists in a bargaining unit job classification, and whether to fill the vacancy or when to fill the vacancy:

- (a) The bargaining unit position opening to be filled will be posted electronically for seven (7) consecutive days. The Hospital will provide the Union with a weekly report of posted bargaining unit positions in the Union's mailbox, or emailed, addressed to the Chief Steward and Local 459 Service representative. No additional posting shall be required for thirty (30) calendar days from the last date of posting regarding any additional open positions the Hospital desires to fill in the same classification, status and shift; provided that if the list is exhausted within the thirty (30) days and there are additional positions to be filled, the Hospital, will re-post.
- (b) Vacancies will be filled by the Hospital based upon applicant's present ability to perform the duties of the job, skills, education and experience, disciplinary record over the prior six months (or 12 months in the event of disciplinary suspension), performance at the Hospital, qualifications and training; bargaining unit seniority rights earned at AMOH, Madison Heights shall prevail where the above are equal.
- (c) All associates covered by this Collective Bargaining Agreement shall be permitted to bid on any open position in the System. Associates should search for such openings on the electronic employee portal. The filling of any vacancy, and any modification in the operation of the internal job posting procedure including its elimination, shall be solely at the discretion of the System.
- (d) If no applicant is deemed qualified, or no associate timely bids, the Hospital can then hire (or appoint an associate from outside the unit) to fill the position.
- (e) The Hospital may deny the bid of an associate who has changed classifications and/or cost centers in the previous six (6) months.

**ARTICLE 12.
BARGAINING UNIT WORK**

Section 1. Work assignments shall be made by the Hospital and no associate shall be entitled to select, have or retain any particular job assignment or task within such associate's job classification, or elsewhere, by virtue of seniority.

Section 2. In the interest of patient care, it is recognized that supervisors have performed and will perform similar or identical duties to unit personnel.

Section 3. The Union recognizes that Hospital volunteers perform services in and for the Hospital and are a valuable contribution to the continued well-being of the Hospital and its patients. The Hospital shall continue to have the right to avail itself of all voluntary services and the rights to designate and redesignate the duties of such organizations in the Hospital's sole discretion. Volunteers shall not displace Union positions; it shall not be a violation of this Agreement for volunteers to perform the functions at "Attachment B" of this Agreement.

**ARTICLE 13.
HOURS OF WORK**

Section 1.

- (a) The regular schedule of a full-time associates' work shall consist of seventy-two (72) to eighty (80) hours in a two (2) week period.
- (b) The Hospital will pay time and one-half to bargaining unit associates for all authorized hours actually worked in excess of forty in a single work week, commencing at 7:00 a.m. Sunday, and ending at 6:59 a.m. seven days later.

Section 2.

- (a) Temporary deviations from regular schedules of work will be necessary and will unavoidably result from several causes, such as, but not limited to, rotation of shifts, vacations, leaves of absence, and weekend and holiday duty. When such deviations become necessary, the Hospital will give the associate a 72-hour notice, or as much advance notice as possible and discuss such actions with the Union representative upon request.
- (b) Other situations may also require temporary deviation from regular schedules, such as, but not limited to, absenteeism, associate requests, sudden and unexpected shortage of personnel, and other emergencies. The Hospital shall make the adjustments necessary to provide adequate patient care and normal operations of the Hospital.

Section 3. The Hospital has the right to make indefinite changes in work schedules, hours, and status to meet department needs. In such cases, two weeks' notice must be given to the associate(s) prior to the change(s) taking place.

Section 4. The Hospital shall grant fifteen (15) minutes in the first half of the shift and fifteen (15) minutes in the second half of the shift for relief periods for all Union full shift associates. Partial shift associates will be granted a fifteen (15) minute relief period during each four (4) hour segment of work. However, meal or rest periods may be delayed or interrupted due to patient care needs.

Section 5. The Hospital shall have the right to assign associates to shifts with regard to patient care first, qualifications second, and seniority third in order to adequately staff the shift with experienced personnel to provide the best patient care possible.

Section 6. The Hospital's on-call pay policy will be extended to unit associates on a full "me-too" basis under the identical terms and conditions as are or will in the future become applicable to all other hourly non-bargaining unit Hospital Associates (non-market sensitive positions). In cases of disaster or other extreme emergency, associates may be assigned any job needed for operation of the Hospital.

Section 7. The designation of a normal work period shall not be construed as a guarantee of work by the Hospital.

Section 8. All bargaining unit associates shall work overtime upon request and approval of their Department Leader. The Department Leader shall first seek volunteers by seniority and classification from among associates currently working and if insufficient volunteers are secured then associates in each necessary classification shall be required to work, starting with the least senior associates first.

Section 9. Associates absent from work due to claimed illness or otherwise shall inform the Department Leader or designee of such absence by telephone prior to their starting time. If the Department designee is unavailable, then the Hospital Department will designate to the associate either the names of Hospital representative(s) with authority to accept such calls, or the method to be used to report such absence. If their Department is a 24-hour department, the associate shall cause such notification to be received at least two (2) hours prior to that associate's starting time.

Section 10. Unless otherwise prohibited by the FMLA, ADA, or other applicable law, any associate absent three or more working days or habitually before or after scheduled days off shall, upon the Hospital's request, furnish a physician's statement of the associate's incapacity to work on the specified dates.

Section 11. Overtime premium pay shall not be pyramided, compounded or paid twice for the same hours worked.

Section 12.

- (a) The Hospital shall plan work schedules recognizing among other factors, the fairness of associates taking turns working weekends and holidays. Work schedules shall be posted within departments at least two (2) weeks in advance of the beginning of such work schedule.

- (b) An associate missing weekend hours due to an unscheduled absence may be rescheduled to cover another weekend. Make-up hours scheduled in writing by management shall be treated the same as any other scheduled hours. The Hospital will attempt to schedule make-up hours within a six (6) week period unless the affected associate has been approved for scheduled time off during this six-week period; otherwise, make-up hours (beyond the six-week period) shall be mutually agreed.
- (c) Associates arriving at their workstation at their start time or up to three (3) minutes subsequent to their start time shall not be considered tardy. Associates more than three (3) minutes late shall be considered tardy. The Hospital may extend this during snow emergencies and other emergency situations.
- (d) Except as modified above, the Hospital's Tardiness/Badging in and Out programs will be extended to unit Associates on a full "me too" basis under the identical terms and conditions as are or will be in the future become applicable to all other hourly non-bargaining unit Hospital Associates.

Section 13.

- (a) Voluntary Overtime Scheduled. Associates who volunteer and are scheduled for overtime must give the Hospital at least 24 hours' notice if they do not wish to work the scheduled overtime; otherwise, such associate's cancellation will be counted as an absence for which the Hospital may apply progressive discipline.
- (b) If more than one associate in the same job class has voluntarily signed up for overtime and the Hospital needs to cancel such overtime, the Hospital will do so in reverse order of seniority. Notwithstanding this, Management will consider staff competency when making such a decision.

ARTICLE 14. LEAVES OF ABSENCE

Section 1. One (1) member of the union elected or appointed to Local or International office (President of Local, Secretary/Treasurer of Local, Business Agent or international Agent), which takes them from their employment with the Hospital shall, upon receipt by the Hospital of a written request from the union, receive a temporary leave of absence for the period not to exceed one year. Before or at the conclusion of one year, associate shall retain seniority status and be returned to the next available comparable vacant union position for which they are qualified with pay and benefits consistent with the last position held prior to the union leave. Written request for such leave will be provided by OPEIU as far in advance as possible, but no less than 30 days prior to the beginning of the leave. All SmartHealth Benefits will cease under a union leave of absence.

Section 2. Members of the union elected or appointed as delegates to Union functions shall, upon receipt by the Hospital of a written request from the Union, receive a union leave of absence not to exceed five days per year for not more than three union members.

Section 3. Educational leave of absence. The Hospital supports associates' educational endeavors. To that end, personal leaves of absence may be granted for that purpose consistent with the guidelines set forth in the Hospital's Leave of Absence Policy. Tuition reimbursement and loan forgiveness, as set out in Hospital policies may also be available.

Section 4. Except as stated above, Article 15 shall be governed by the Hospital Leave of Absence Policy Guidelines on a full "me-too" basis under the identical terms and conditions as are or will in the future become applicable to all other hourly non-bargaining unit Hospital associates.

ARTICLE 15. PAY PERIOD AND DEDUCTIONS

The Hospital's Reporting of Time, Direct Deposit and Over or Underpayment of Wages programs will be extended to unit Associates on a full "me-too" basis under the identical terms and conditions as are or will in the future become applicable to all other hourly non-bargaining unit Hospital Associates.

ARTICLE 16. MISCELLANEOUS

Section 1. Associates may be given a physical examination, as determined and redetermined by the Hospital once a year. Physical examinations, if required, are to be given by the Hospital without cost to the associate.

Section 2. The Hospital agrees to maintain a centrally located bulletin board near the cafeteria for use by the Union for the following non-inflammatory and non-political types of notices:

- (a) Recreational and social affairs of the Union
- (b) Union Meetings
- (c) Union Elections
- (d) Reports of the Union

Section 3. The Hospital shall provide free parking for all associates, a security guard shall be on duty in the parking lot or available upon request by associates, for escort to and from the parking lot.

Section 4.

- (a) In the event technological change should make an associate's skills obsolete or unnecessary, the Hospital agrees to provide for retraining of the associate in order that such associate may upgrade that associate's skills sufficiently to continue employment with the Hospital.

- (b) In the event an associate's job is eliminated because of technological change and the associate cannot be trained or upgraded to comply with the technological change, the displaced associate will be permitted to replace the least senior associate in the same classification or a classification in which the associate has prior seniority.
- (c) New classifications created by virtue of the installation of advanced equipment shall be posted for bidding. Associates being displaced shall be given first opportunity to bid for new positions. If new positions or classifications fall with NLRB recognition as unit positions, the Hospital agrees to negotiate wage rates for these positions or classifications.

Section 5. The Union shall select one associate member to serve on the joint Hospital Safety Committee.

The size, scope, mandate, purpose, existence and/or termination of the committee is determined solely by the Hospital.

Section 6. The Hospital will continue its current practice of review, revision and updating of job descriptions when and as needed and as determined by the Hospital in its discretion. The Hospital will endeavor to review such job descriptions as required by Joint Commission standards. The Hospital will provide the associates affected by revised job descriptions with a copy of such revision and will also provide copies to the Union.

Section 7. Two (2) persons designated by the Union and two (2) persons designated by the Hospital will meet not more frequently than on a monthly basis on the request of either party to discuss matters of general interest including, but not limited to, grievances.

The party requesting the meeting shall provide the other party with a written agenda of the items to be discussed which may only be deviated from upon the agreement of the receiving party. The agenda is important to the process as it enables the other party to be prepared to respond.

Section 8. Understanding that the nurse is responsible for direct patient care delivery, during compromised staffing situations, the nurse and the patient care technician will work together to provide care delivery.

ARTICLE 17. WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even

though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 18. PAST PRACTICES

Section 1. There is no understanding or agreements or past practices which are binding on either the Hospital or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Hospital or the Union until it has been put in writing and signed by both the Hospital and the Union as either an amendment to this Agreement or letter of understanding signed by both parties.

Section 2. All Letters of Understanding shall expire on the termination date of the collective bargaining agreement during which negotiated, unless specifically included in the next succeeding agreement.

ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

Section 1. AMOH, Madison Heights Campus actively supports the principle of Equal Opportunity for all. No discrimination is shown associates or applicants because of age, sex, religion, race, national origin, height, weight, marital status, sexual orientation, handicap or lawful union activity not in violation of this Agreement.

Section 2. Both the Union and the Hospital recognize their mutual obligations under the Americans with Disabilities Act (ADA). If an employee disagrees with an offered accommodation, they may file a grievance. However, if an employee files an administrative proceeding and/or lawsuit regarding an accommodation issue, the same allegation in the administrative proceeding and/or lawsuit shall not be the subject of a grievance or arbitration under this Agreement. An arbitrator shall have no jurisdiction to hear such dispute.

ARTICLE 20. DISCIPLINE

Section 1. Bargaining unit associates have the right to have a union representative present at any investigatory interview if the employee reasonably believes that the interview may result in disciplinary action. The employee must make a clear request for a union representative before or during the interview. All disciplinary actions will be issued for just cause. An associate who is disciplined may contest such discipline through the grievance procedure, except for probationary associates who may grieve any discipline, but may not grieve if terminated.

Section 2. The bargaining unit member must receive notice of intended disciplinary action (using the Hospital's Corrective Action Form) within twenty-one (21) calendar days from when the Hospital learns of the event that gives rise to the disciplinary action; the Hospital shall impose discipline or, otherwise, shall forfeit the right to discipline the associate. Associates not

present at work, for any reason, may be provided with notice via email or letter mailed to their last known address of record.

Section 3. This language does not remove discipline records but only limits, per current practice, application towards further progressive discipline for a similar infraction that occurs more than twelve (12) months from the last similar incident. The Union agrees this does not prevent past discipline being presented to indicate discipline record of an associate. When applying progressive discipline, if twelve (12) months or more separates similar infractions, the next step in the discipline mode will not be implemented.

ARTICLE 21. UNION ORIENTATION

Section 1. Upon request, the Hospital shall provide an electronic copy of the Collective Bargaining Agreement to all Union associates. The Hospital shall print and provide twenty (20) copies to the Union.

Section 2. The Hospital will allow one Local 459 representative or Union Steward approximately thirty (30) minutes, once per month, to meet with employees hired into the bargaining unit during the preceding thirty-one (31) days. Such time will be voluntary for those new hires who wish to participate. If the meeting occurs during a scheduled shift for a new hire they may remain in paid status; the meeting will be unpaid for new hires that choose to join the meeting outside of their scheduled shift.

ARTICLE 22. WAGE RATES

Section 1. It is expressly understood that the Hospital hires based on experience with no requirement to bring current associates in that job class to the rate of the experienced new-hire.

The wage scales set forth in this Section will be effective on the first day of the second full pay period following ratification (“Wage Effective Date”) through the term of the Agreement. They will be implemented as set forth below. The parties understand that the Wage Effective Date may be different than the implementation date of the wage increases. The increases will be effective on the Wage Effective Date, but may take longer to be programmed and implemented. For employees on a leave of absence at the time of any wage increase, such increase will be effective on the first day of the first full pay period following return from the leave of absence.

Year 1:

Effective on the Wage Effective Date, every bargaining unit employee will be placed on the wage scale in their classification pay grade at either (1), (2), or (3) below, whichever is greater:

- (1) the step that corresponds to their full years of bargaining unit seniority as of October 1, 2023; or

(2) the step closest to but above their current rate that will result in at least a 2.5% wage increase; or

(3) the step that corresponds to their full years of licensure for Pharmacy Technicians or full years of certification for Sterile Processing Technicians, as of October 1, 2023.

For Employees employed on or before the Wage Effective Date, any and all grievances challenging their placement on the wage scale must be filed within sixty (60) calendar days of the first pay date that includes the new wage rate. For employees on a leave of absence on the Wage Effective Date, any and all grievances challenging their placement on the wage scale must be filed within sixty (60) calendar days of the first pay date that includes their new wage rate. The Hospital and the Union agree that any and all such grievances filed after the sixty (60) calendar day deadline are not arbitrable and will not be submitted to arbitration. An arbitrator shall not have jurisdiction to hear such grievances. Grievances filed within the sixty (60) calendar day deadline shall be initiated at Step 3 of the CBA’s Grievance Procedure.

Year 2: Effective on the first day of the first full pay period following the one year anniversary of the Wage Effective Date, bargaining unit employees will advance one step on the wage scale. For example, an employee who is on Step 4 in Year 1 will move to Step 5. Employees at the top of the scale will receive a lump sum payment equal to 2.5% of budgeted base earnings.

Year 3: Effective on the first day of the first full pay period following the two year anniversary of the Wage Effective Date, bargaining unit employees will advance one step on the wage scale. For example, an employee who is on Step 5 in Year 2 will move to Step 6. Employees at the top of the scale will receive a lump sum payment equal to 2.5% of budgeted base earnings.

Effective on the Wage Effective Date through the term of this agreement, the wage scale shall be as follows:

Step	Full Years of BU Seniority ²	Grade 108/208	Grade 109	Grade 110	Grade 111
1	<1	\$15.00	\$16.12	\$17.31	\$18.16
2	1	\$15.38	\$16.52	\$17.74	\$18.61
3	2	\$15.76	\$16.94	\$18.18	\$19.08
4	3	\$16.15	\$17.36	\$18.63	\$19.56
5	4	\$16.55	\$17.79	\$19.10	\$20.05
6	5	\$16.96	\$18.24	\$19.58	\$20.55
7	6	\$17.38	\$18.69	\$20.07	\$21.06
8	7	\$17.81	\$19.16	\$20.57	\$21.59
9	8	\$18.26	\$19.64	\$21.08	\$22.13
10	9	\$18.72	\$20.13	\$21.61	\$22.68

² The second column titled “Full Years of BU Seniority” is included in the wage scale only for purposes of placing employees on the wage scale that are employed in the bargaining unit on or before the Wage Effective Date.

11	10	\$19.19	\$20.63	\$22.15	\$23.25
12	11	\$19.67	\$21.15	\$22.70	\$23.83
13	12	\$20.16	\$21.68	\$23.27	\$24.43
14	13	\$20.66	\$22.22	\$23.85	\$25.04
15	14	\$21.18	\$22.78	\$24.45	\$25.67
16	15+	\$21.71	\$23.35	\$25.06	\$26.31
17	16+				\$26.97

Job Title	NU Grade
Equipment Distribution Tech	208
Health Information Clerk	208
Health Unit Coordinator	208
Clerk-Shipping & Receiving-SCM	208
Clerk-Inventory-SCM	208
PCT-Surgical Services	108
Radiology Assistant	108
Radiology Clerk	208
Receptionist	208
Service Attendant	208
Technician – PCT, Patient Care	108
Technician – Sterile Processing	109
Technician – Sterile Processing - Cert	110
Pharmacy Technician	111

Section 2. Shift and weekend differentials will be paid in accordance with the applicable Hospital Policy Guideline on a full “me too” basis following the identical terms and conditions as are or will in the future become applicable to all other hourly non-bargaining unit Hospital Associates.

Section 3. Preceptor Pay.

The Hospital will pay a wage supplement of one dollar (\$1.00) per hour for associates working in an area as a Hospital designated preceptor subject to the following conditions:

- (a) The decision as to the need to appoint a Preceptor shall be in the discretion of the Hospital.
- (b) The person selected as a Preceptor shall be in the discretion of the Hospital.
- (c) Health Unit Coordinator Instructor is not eligible for Preceptor pay.

- (d) Time paid pursuant to the Preceptor Program must be Hospital management authorized.
- (e) The function of training for which the Preceptor Supplement is paid is beyond orientation to a particular unit such as pointing out unit specific procedures.
- (f) Precepting is defined as the process to validate practice competencies for new/transferred associates and includes (1) planning the validation of specific job competencies; (2) measuring the associate's ability to demonstrate job competencies; and (3) providing written documentation on the performance of job specific competencies.

Preceptor pay is not paid for (1) orienting new/transferred associates on the policies and practice of the Hospital or training new/transferred associates on aspects of their job that are not considered precepting or (2) providing students with clinical exposure as a part of their educational training afforded by a series of clinical rotations.

Section 4. Health Unit Coordinators and Patient Care Technicians trained by the Hospital to watch monitors, shall be paid an additional one dollar (\$1.00) per hour for those hours while assigned to watch such monitors.

Section 5. The Hospital has the unilateral right to establish incentive programs that provide pay in addition to the employee's base hourly rate, including, by way of example only, referral programs, sign-on bonuses, incentive pay for picking up extra shifts, etc. The Hospital retains the sole discretion to determine the creation, modification, design, administration and dissolution of the same. The Hospital agrees to provide prior notice of such programs to the Union, information regarding such programs to the Union at its request, will answer reasonable questions posed by the Union about the programs, and will meet with the Union to discuss the programs at its request. However, the Hospital shall have no obligation to bargain with the Union regarding the programs. Any incentive programs offered to all non-bargaining unit employees of the Hospital shall be offered to the employees covered by this Agreement. The Hospital shall also have the unilateral right to provide market adjustments to increase the base wage rates for any or all classifications covered by this Agreement, in its sole discretion. The Parties acknowledge and agree that some programs and/or market adjustments may be specific to a single job classification (both within and outside of the bargaining unit) due to concerns, issues, or other justifications specific to that job classification.

ARTICLE 23. HOLIDAY PAY

The Hospital's Holiday Pay program will be extended to unit Associates on a full "me-too" basis under the identical terms and conditions as are or will in the future become applicable to all other hourly non-bargaining unit Hospital Associates.

**ARTICLE 24.
PTO**

The Hospital's PTO program will be extended to unit Associates on a full "me-too" basis under the identical terms and conditions as are or will in the future become applicable to all other hourly non-bargaining unit Hospital Associates.

**ARTICLE 25.
ASSOCIATE BENEFIT PLAN**

The Hospital Benefit Program will be extended to unit Associates on a full "me- too" basis under the identical terms and conditions as are or will in the future become applicable to all other hourly non-bargaining unit Hospital Associates. The terms and conditions of the Benefit Programs are governed by the plan documents, which are incorporated by reference.

**ARTICLE 26.
ATTENDANCE**

The Hospital's attendance/tardiness policies will be extended to unit Associates on a full "me-too" basis under the identical terms and conditions as are or will in the future become applicable to all other hourly non-bargaining unit Hospital Associates.

**ARTICLE 27.
JURY DUTY**

The Hospital's jury duty policies will be extended to unit Associates on a full "me-too" basis under the identical terms and conditions as are or will in the future become applicable to all other hourly non-bargaining unit Hospital Associates.

**ARTICLE 28.
BEREAVEMENT**

The Hospital's bereavement policies will be extended to unit Associates on a full "me-too" basis under the identical terms and conditions as are or will in the future become applicable to all other hourly non-bargaining unit Hospital Associates.

**ARTICLE 29.
TUITION REIMBURSEMENT PROGRAM**

The Hospital's tuition reimbursement policies will be extended to unit Associates on a full "me-too" basis under the identical terms and conditions as are or will in the future become applicable to all other hourly non-bargaining unit Hospital Associates.

**ARTICLE 30.
RETIREMENT**

The Hospital's Retirement program will be extended to Unit Associates on a full "me too" basis under the identical terms and conditions as are or will in the future become applicable to all other

hourly non-bargaining unit Hospital Associates. The terms and conditions of the Retirement Program are governed by the plan documents, which are incorporated by reference.

**ARTICLE 31.
FITNESS FOR DUTY**


The Hospital's Fitness for Duty program will be extended to unit Associates on a full "me-too" basis under the identical terms and conditions as are of will in the future become applicable to all other hourly non-bargaining unit Hospital Associates.


**ARTICLE 32.
AMENDMENT AND TERMINATION**


Section 1. This Agreement shall commence on the date of ratification December 13, 2023 and shall continue in full force and effect for three years December 13, 2026, after which it shall continue in full force and effect from year-to-year thereafter, unless written notice is given by one party to the other not less than ninety (90) days or more than one hundred twenty (120) days prior to any expiration date that a party desires to renegotiate this Agreement.

Section 2. If any provision of this Agreement becomes illegal by operation of law or is held invalid by a court of competent jurisdiction, then (a) the remainder of the Agreement remains in effect and, (b) the Hospital and the Union shall meet and confer in an effort to negotiate with regard to such provision.

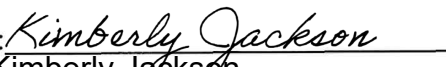
**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 459,
OPEIU, AFL-CIO-CLC**

Signature: 
Printed: Ben Strickland
Title: SVC REP
Date: 2.16.24

Signature: 
Printed: TODD HRSKEN
Title: PHARM TECH
Date: 2-16-24

Signature: 
Printed: _____
Title: _____
Date: _____

**ASCENSION MACOMB-OAKLAND HOSPITAL, MADISON HEIGHTS CAMPUS (the
"Hospital"):**

Signature: 
Printed: Kimberly Jackson
Title: Labor Relations Partner
Date: 2/28/2024

A: JOB CLASSIFICATIONS³

The following job classifications are effective for all hours worked after ratification:

CARDIOLOGY CLERK	ORDERLY
CENTRAL SERVICE CLERK	PATHOLOGY SECRETARY II
CENTRAL SERVICE TECH I	SURGICAL PATIENT CARE TECH
CENTRAL SERVICE TECH II	PATIENT TRANSPORTER
CERTIFIED O/T ASSISTANT CLERK II	PHARMACY ASSISTANT
CRITICAL CARE TECHNICIAN I	PHARMACY INVENTORY ASSISTANT
CRITICAL CARE TECHNICIAN II	PHARMACY TECHNICIAN
EEG TECHNICIAN	PHARMACY TECHNICIAN TRAINEE
EQUIPMENT DISTRIBUTION TECH	PHYSICAL THERAPY TRAINEE
HEALTH INFORMATION CLERK II	PULMONARY FUNCTION TECH
HEALTH INFORMATION CLERK III	RADIOLOGY ASSISTANT
HEALTH INFORMATION MANAGEMENT CLERK I	RADIOLOGY CLERK
HEALTH INFORMATION MANAGEMENT CLERK II	RECEIVING CLERK
HEALTH INFORMATION MANAGEMENT CLERK III	RECEPTIONIST
HEALTH UNIT COORDINATOR	SECRETARY I
INVENTORY CONTROL CLERK	SECRETARY II
LABORATORY ASSISTANT	SENIOR CENTRAL SERVICE TECH
LABORATORY TECHNICIAN	SENIOR LABORATORY TECHNICIAN
MEDICAL ASSISTANT	SERVICE ATTENDANT I
MEDICAL LAB ASSISTANT - LEADER	SERVICE ATTENDANT II & III
PATIENT CARE TECHNICIAN	STOCK CLERK
	STOREROOM CLERK
	STOREROOM SPECIALIST
	STERILE PROCESSING TECH II

³ NOTE: Some of the classification titles in this attachment have changed. As part of a final contract review, the parties agree to update these classification titles without any intent to remove classifications from the recognition clause.

B: HOSPITAL AUXILIARY SERVICE*

- Admitting Escort
- Cafeteria Cashier
- Chaplain's Aide
- Discharge Escort
- Emergency Department: Patient/Liaison/Hostess
- Floor Magazine - Book Cart
- Floor Notions Cart
- Flower Sales
- Gift Shop
- Main Lobby Desk: Reception/Information/Hostess
- Outpatient Escort
- Patient: Feeder/Reader/Sitter
- Pediatrics Play Room: Hostess
- Surgical Lounge: Information/Hostess
- Tour Hostess

* Persons in bargaining unit currently working who are displaced by Auxiliary upon implementation of Auxiliary program will be retained in the Hospital's employ in accordance with their seniority and present abilities.

OPEIU LOCAL 459/ST. JOHN OAKLAND HOSPITAL

Amended Letter of Understanding Regarding Contingent Associates Union Dues

1. Union agrees to waive the initiation fee for contingent associates employed by the date of ratification of the contract.
2. Hospital will deduct part-time union dues from contingent associates pay consistent with the associate's lawful authorization.
3. Hospital will provide monthly report of contingent associates worked hours and/or upon request.
4. The Union will calculate dues owed from the monthly reports and inform the employer which union members have worked thirty two (32) hours or more per pay period and shall have dues deducted in the subsequent month.

Hospital:

Signature: _____

Date: _____

Union:

Signature: _____

Date: _____