

TECH

Agreement

Between



And



Effective December 20, 2023 through September 30, 2027

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Article 1: RECOGNITION

Section 1.1. Collective Bargaining Unit:

For the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment, the Employer hereby recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time technical employees including the following:

Classification	Appendix A
Anesthesia Tech, Certified	807
Anesthesia Tech, Non-Certified	805
BioMed Tech, Non-Certified	809
BioMed Tech, Certified	811
Breast Health Navigator	815
Cardiovascular Tech, CVT	814
Cardiovascular Tech, Non-Registered.	810
CT Tech	811
Dosimetrist 1	D01
Dosimetrist 2	D02
Dosimetrist 3	D03
Equipment Coordinator	810
Licensed Practical Nurse (LPN)	809
Mammography Technologist	810
MRI Tech	812
Nuclear Medicine Tech	815
Ortho Tech	803
Physical Therapist Asst	807
Quality Control Technologist	810
Radiation Therapist 1	RT01
Radiation Therapist 2	RT02
Radiation Therapist 3	RT03
Radiology Technologist	809
Respiratory Care Assistant	802
Respiratory Therapist, Registered, RRT	810
Sonographer	811
Sonographer, Cardiac (Echo Tech)	814
Sonographer-Vascular RVT	812
Special Procedures Tech	811
Surgical Services Radiographer	810
Surgical Tech, Certified	808
Surgical Tech, Non-Certified	806
Surgical Tech, Certified First Assist	810

employed at the Employer's facilities located at 2900 Collins Road, Lansing, Michigan 48910, 3101 Discovery Drive, Lansing Michigan 48910 (Health and Wellness Pavilion-Granger East), 3245 Discovery Drive, Lansing, Michigan 48910 (Health and Wellness Pavilion-Granger West), and 3520 Forest, Lansing, Michigan 48910 (Outpatient Care & Karmanos), but excluding MCAP a/k/a on-call, per diems, volunteers, temporary irregular part-time employees, Clinic or physician practice employees hired or relocated to a site identified in the TECH recognition clause on or after June 30, 2000, doctors, registered nurses (except registered nurses working as Cardiovascular Techs), professional employees, paraprofessional

employees, skilled trade employees, business office clericals, guards, confidentials, externs, students, managerial employees, supervisors as defined in the Act, and all other employees.

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

Section 1.2:

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

Section 1.3. Definitions:

- (a) Full-Time Employee. A full-time employee is an employee whose schedule of work usually consists of seventy (70) hours or more during the two (2) week pay period.
- (b) Benefit Eligible Regular Part-Time Employee. A benefit eligible regular part-time employee is an employee whose schedule of work usually consists of less than seventy (70) hours, but more than thirty-nine (39), during the two (2) week pay period.
- (c) Non-Benefit Eligible Regular Part-Time Employee. A non-benefit eligible regular part-time employee is an employee whose schedule of work usually consists of less than forty (40) hours, but more than thirty-one (31), during the two (2) week pay period.
- (d) Temporary Relief Employee/Extra Staffing Pool. A temporary relief employee is an employee whose schedule of work is not on a regular or continuous basis but who works on an intermittent basis. Temporary relief employees are excluded from the bargaining unit. Temporary Relief employees include but are not limited to per-diem employees and agency employees.

Article 2: REPRESENTATION

Section 2.1. Stewards:

- (a) The Employer agrees to recognize ten (10) regular full or part-time Technical Unit employees as stewards selected or elected by the Union to function in a representative capacity for the purpose of processing grievances under the grievance procedure as established in this Agreement.
- (b) The Union agrees to advise the Employer in writing of the names of its stewards and alternates before recognition of their respective capacity begins.
- (c) The Union shall have the right to elect or select alternates who shall serve only in the absence of work-related unavailability of the officially recognized representative.

Section 2.2. Reporting:

When it is necessary for a recognized Union steward to leave his/her work station to handle a grievance in accordance with the grievance procedure established in this Agreement, such steward shall request permission to leave the job from his/her supervisor. If it is not convenient for the steward to be relieved of her/his job duties, upon request, (s)he shall be excused as soon as the supervisor has made proper arrangements. Once released, the steward shall return to his/her job as promptly as possible, and upon return, he/she shall immediately report to his/her supervisor or to the supervisor in charge. If it is necessary for the steward to enter another area where there is a different supervisor for the performance of his/her proper functions in accordance with the grievance procedure established in this Agreement, the steward shall immediately notify the supervisor in that area and state the reason for being in that

area. In order to enable the Employer to organize patient service and work on each shift, no Union steward shall be permitted to leave work during the first hour of each shift for grievance purposes, except in situations of employee discharge occurring within that time period.

Section 2.3. Chief Steward:

The Union shall designate one (1) steward as the chief steward. The chief steward shall:

- (a) Receive a copy of disciplinary verbal warnings, as received by Human Resources, written warnings, suspensions and terminations.
- (b) Receive a copy of work rules.
- (c) Participate in the Step 2 grievance meetings.
- (d) Serve as the Union representative in other capacities if mutually agreed upon by the Union and the Employer. The chief steward may serve as steward for her/his unit unless a conflict of interest is raised by the grievant or the alternate may act as steward while that person serves as the chief steward.
- (e) The Chief Steward shall receive paid release time up to twenty (20) hours per week but no less than ten (10) hours per week. Additional release time and pay beyond the twenty (20) hours above shall be determined by mutual agreement. This time will be used for Union related matters, contract administration, investigating and processing grievances and other related matters upon mutual agreement between the Employer and the Local 459 office. Release time shall be prearranged between the Chief Steward and his/her immediate supervisor at a time based on the needs of the department. Hours worked in this capacity do not count towards the calculation of overtime.

Section 2.4. Bargaining Committee:

For the sole purpose of negotiating any modification to this Agreement at the end of this Agreement, the Employer agrees to recognize a bargaining committee composed of five (5) employees in addition to the Chief Steward. Each of the five (5) employees will be from different departments as defined in the Layoff section of this agreement. Non-employee representatives may be present as desired.

Bargaining Committee members shall be compensated at their regular hourly rate for all hours spent in bargaining sessions where they would normally be on scheduled work time.

For employees who are regularly scheduled for weekends only, second or third shifts, employees without regular schedules, and part-time employees every attempt will be made to change schedules to include hours scheduled for bargaining. If an employee is not so scheduled, the Union reserves the right to cancel the meeting. Specific provision for twelve (12) hour shift employees may be negotiated in the ground rules for contract negotiations.

Section 2.5. Hospital Access:

Upon approval of the Employer, non-employee representatives of the Union may meet with employees in an area provided by the Employer for the purpose of representing such employees, provided these visits occur at reasonable intervals during work hours and do not interfere with the services of the Employer.

Section 2.6. Information Requests:

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

Section 2.7. New Employee Orientation:

A Union Representative shall be allowed to present to Union employees after basic new employee orientation. The Employer agrees to distribute a current copy of this Collective Bargaining Agreement during the employee's orientation period.

Section 2.8. Union Office Space:

When and if it is available, office space will be made available to the Union for conducting Union business. This space will be readily accessible to bargaining unit members and appropriate for confidential meetings. Desks, chairs, telephone, filing cabinets and internet access shall be provided by the Employer.

Section 2.9. Union Meetings on Site:

The Employer shall permit the Union to hold meetings on the Employer's premises consistent with Employer determined room scheduling procedures. If payment for attendance is not otherwise provided for in this agreement, employees may be allowed to attend on non-work time or by using PTO subject to Section 9.6 PTO. The Employer shall not unreasonably deny an employee's request to use PTO to attend a Union meeting.

Section 2.10. Bulletin Board:

The Employer will provide one (1) bulletin board on campus, which shall be located by a main employee entrance for use by the Union for posting notices as follows:

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

Article 3: MANAGEMENT RIGHTS

Section 3.1. Management's Reserved Rights:

- (a) Except as expressly limited by the terms of this Agreement, the Employer retains and shall have the sole and exclusive right to manage and operate the Medical Center in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedure, means, equipment and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain order and efficiency; to make judgments as to the ability and skill of its employees; to continue and maintain its operations as in the past, to study and use improved methods and equipment; use outside assistance or engage independent contractors to perform any of the Employer's operations or phases thereof (subcontracting); and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to the arbitration procedure established in this Agreement.
- (b) The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; establish reasonable work rules; to determine workloads; to establish and change work schedules; to provide and assign relief personnel; provided, however that these rights shall not be exercised in violation of any specific provision of this Agreement and as such, they shall be subject to the Grievance and Arbitration Procedure established herein.

- (c) The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Article 4: UNION SECURITY AND CHECKOFF

Section 4.1 Union Security.

- (a) **Union Membership.** The Employer agrees that all employees under this Agreement shall, upon completion of the probationary period, and as a condition of employment, become and remain members of the Union. The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, upon completion of the probationary period and as such a condition of employment become members of the Union.
- (b) Pursuant to this Section of the Collective Bargaining Agreement, it is the Union's responsibility to notify the Employer when an employee is delinquent in his/her payment of dues. To the extent that the Union wishes the employee to be terminated in accordance with this Section of the Agreement, the Union shall provide, in writing to the Employer the following:
 - 1. The Union's demand to terminate the employee, the reasons for termination, and the date such termination takes effect.
 - 2. Reasonable verification that the employee was provided with an opportunity to object, declare non-member status, and receive a rebate to the extent that such is required by law.
 - 3. An Employee terminated for failure to pay his/her Union dues shall not have access to the grievance procedure for such termination.
- (c) The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, judgments, and any other forms of liability arising due to an employee being terminated pursuant to this provision of the Agreement or due to the Union's pursuit of legal remedies as provided herein.

Section 4.2. Payroll Deduction for Union Dues.

- (a) The Employer agrees to deduct from the salaries of all employees covered by this agreement, initiation fees and dues for the Office and Professional Employees International Union, Local 459, AFL-CIO & CLC.
- (b) Commencing the first full month after the completion of the probationary period, an initiation fee and the Union dues shall be deducted from the employee's earnings. The initiation fee owed, if any, shall be deducted from the first paycheck of the month and dues shall be split between the twenty-six paychecks during the year.
- (c) The Union shall, thirty (30) days in advance of the start of each Hospital Fiscal Year, give written notification to the Human Resources Department of the amounts of annual dues and initiation fees for the Union. The amount of deductions for these dues and fees shall not be subject to change during the entire Hospital Fiscal Year except upon the Union providing the Human Resources Department with thirty (30) days notice of such change. It is understood that the Hospital can reasonably accomplish such change twice in any one (1) fiscal year. Additional changes beyond said two (2) are subject to mutual agreement.
- (d) All fees and dues so deducted from the wages of bargaining unit employees shall be sent to the Union Secretary-Treasurer. Dues shall be remitted monthly with the Employer sending a hard copy of dues information to the Union and by transmitting the dues information electronically or digitally. In the event the Employer is prevented from transmitting the dues information

electronically or digitally, the Employer will notify the Union of the reason for the failure to transmit. When the Employer is able, it will transmit any dues information that was missed electronically or digitally.

- (e) The Union shall refund to the employee dues and fees erroneously deducted by the Employer and paid to the Union.
- (f) Dues Deduction. For the purposes of deduction only, the definition of full-time under Article 1 Recognition shall be used.

Article 5: GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of a Grievance:

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

Section 5.2. Review Procedure:

All complaints and grievances shall be processed in the following manner:

Informal Discussion: Within fifteen (15) working days of reasonable discovery of the occurrence of the incident which gave rise to the complaint, the employee shall state his/her complaint in writing or verbally by giving a factual account of the situation, citing the section of the contract involved, specifying the relief requested and submitting the complaint to the immediate manager or designee in charge. Both the Employee and the Manager or designee are encouraged to resolve it through discussion, with or without the employee's steward present (at the employee's option). Any satisfactory resolution must be in compliance with this Agreement and with current policies. Resolutions achieved at Informal Discussion are considered non-precedent setting. The supervisor/manager shall respond to the employee within five (5) working days after the initial meeting with the employee.

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

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

Section 5.3. Policy and Discharge Grievances:

If the grievance concerns a group of employees, the bargaining unit as a whole, or the discharge of an employee, the Union may file a grievance in writing as outlined in Step 1, with the Human Resources Consultant within fifteen (15) working days after reasonable discovery of the events which gave rise to the grievance. Grievances filed under this Section shall then be processed in accordance with Step 1.

Section 5.4. Notice of Arbitration:

If the grievance is not satisfactorily resolved in Step 1, and if the Union is not explicitly barred from arbitrating the grievance by provisions of this Agreement, the Union may request arbitration by notifying the Employer in writing within thirty (30) calendar days of receipt of the Employer's answer in Step 1.

Section 5.5. 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:

Paul Glendon
Patrick McDonald
Joseph Girolamo
David Grissom
Kathleen Opperwall

The selection of the arbitrator shall be on a rotating basis, starting with the first listed arbitrator, as each case is assigned 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.

Once an arbitrator has been selected to hear of grievance, the arbitrator will go to the bottom of the list.

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

Section 5.6. Pre-arbitration Procedure:

Prior to the actual Arbitration hearing, the Union may submit unresolved grievances to the Vice President of Human Resources or HR Manager. The parties shall meet to discuss the grievance(s) submitted. The intent of the submission will be to make an additional attempt to resolve the grievance. The Vice President of HR or HR Manager shall, when possible, meet with the Union within ten (10) working days, but not more than fifteen (15) working day, of receipt of the request for a pre-arbitration meeting and respond to the grievance within ten (10) working days after the meeting unless mutually agreed to otherwise.

Section 5.7. 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. Not more than one steward shall be excused from work to attend the hearing other than to serve as a witness. The Employer will not pay lost time for employees involved in the hearing other than for one steward, any witnesses and the grievant(s).

Section 5.8. Time Limitations:

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

Section 5.9. Lost Time:

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

Section 5.10. Arbitrator's Jurisdiction:

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

Article 6: NO STRIKE - NO LOCKOUT

Section 6.1. Prohibition:

- (a) It is recognized that the needs for care and proper treatment of patients in the Medical Center are of paramount importance, and that there should be no interference in such care and treatment. Adequate procedure 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, sympathy strikes, picketing, slow-down or refusal to handle or take care of a patient or other activities that may disturb or interfere with the welfare of patients.
- (b) The Employer agrees that during the term of this Agreement it will not lock out employees.

Section 6.2. Penalty:

- (a) An employee who violates the provisions of Section 6.1(a) shall be subject to discipline by the Employer, up to and including discharge. Any appeal or review of any discipline imposed for a violation of Section 6.1(a) shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by Section 6.1(a), unless the appeal or review establishes that the employee did not violate the provisions of Section 6.1(a), in which case, any disciplinary action imposed may also be reviewed.

Article 7: LEAVES OF ABSENCE

Section 7.1. Seniority and Benefit Accumulation:

Seniority shall continue on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence sections of this Agreement. Benefits such as vacation, sick leave and insurance do not accrue or continue during any leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. Unless otherwise specified in this Agreement, Insurances shall continue for an employee on an unpaid leave of absences less than thirty (30) days. For an unpaid leave of longer than thirty (30) days, insurances shall continue until the end of the month following the thirtieth (30th) day.

Section 7.2. Personal Leaves of Absence:

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

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

Section 7.3. Educational Leave:

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

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

Section 7.4. Adoption Leave:

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

Section 7.5. Military Leave:

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

Section 7.6. Union Leave of Absence:

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

Section 7.7. Extended Union Leave:

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

Section 7.8. Jury Duty:

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

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

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

Section 7.9. Bereavement Leave:

- (a) For the death of a spouse, significant other, parent, guardian or child the employee shall receive approval for a thirty (30) day personal leave of absence with any scheduled hours in the first seven (7) calendar days of the leave paid as bereavement. The employee may elect to take the remainder of the personal leave of absence utilizing his/her available PTO. The employee is not required to take the entire personal leave of absence. However, if the burial or final service is not held within the next seven (7) calendar days then the employee shall be allowed to defer the days or any portion not used in the initial seven (7) day period for the burial or final service. Significant Other shall minimally be defined to include persons with whom the employee has lived in a relationship analogous to marriage for at least two (2) years immediately prior to the death.
- (b) For the death of a brother, sister, grandchild, half-brother or half-sister, step parent or step child the employee shall receive any scheduled hours off with pay within the next seven (7) calendar days. If the burial or final service is not held within the next seven (7) calendar days

then the employee shall be allowed to defer the days or any portion not used in the initial seven (7) day period for the burial or final service.

- (c) For the death of a grandparent, current father- or mother-in-law or current son- or daughter-in-law, the employee shall receive any scheduled hours from the time of death to the burial (or final funeral services) off with pay except that the time off shall not exceed two (2) shifts the employee was scheduled to work.
- (d) The death of a parent or legal guardian of a minor child in the employee's legal custody shall be considered covered by this Article.
- (e) For the death of a current brother - or sister-in-law, aunt, uncle, or niece or nephew, the employee shall receive any scheduled hours from the time of death to the burial (or final funeral services) off with pay, except that the time off shall not exceed one (1) shift the employee was scheduled to work.
- (f) Sister-in-law includes not only the traditional definition of husband's sister a sister- in-law, but also husband's brother's wife as sister-in-law. This is also true for husband's sister's husband as brother-in-law, etc.
- (g) An employee taking bereavement leave in accordance with paragraph (a), (b), or (c) above shall be allowed to extend the leave for up to an additional two (2) days by using PTO or unpaid leave for any hours scheduled in those days.
- (h) If an employee has a death in the family (as defined in (a), (b), and (c) above) while on vacation leave, the employee shall receive bereavement leave and the PTO time shall be returned to the Employee's bank.
- (i) For a death not covered above, the employee shall be allowed to take up to two (2) days leave, per calendar year, by utilizing PTO. If an employee does not have PTO available, he/she may take the time unpaid.
- (j) The involuntary termination of a pregnancy verified by a physician greater than twelve (12) weeks gestation shall be considered a death for purposes of this section. This only applies to the employee, a spouse or significant other.

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

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

Return from Family and Medical Leave. An employee who has qualified for Family and Medical Leave will be returned to his/her same or equivalent position provided that his/her twelve (12) week entitlement during the twelve (12) month period has not been exceeded. If an employee has exceeded his/her twelve (12) week entitlement under FMLA, (s)he may be offered a vacant position. If none is available, they may maintain an inactive status for up to one (1) year and apply for vacant positions as they become available.

- (b) Extended Medical Leave of Absence. An employee who has exhausted his/her rights under the Family and Medical Leave provisions of this contract shall be allowed to take an extended medical leave of absence for his/her own serious health condition not to exceed one (1) year from the first date of absence including any time covered as FML. The Employer shall continue health

insurance for an employee on medical leave of absence until the end of the month following six (6) months of leave whether paid or unpaid.

Return from Extended Medical Leave of Absence. When an employee returns from an extended medical leave in excess of twelve (12) weeks but less than one (1) year the Employer will make every effort to return him/her to work as quickly as possible provided that the work is within his/her physical restrictions and the position to which he/she is returned is vacant and the employee meets the minimum qualifications of the job. If the employee is qualified to fill a vacant position, the position will not be posted but will be awarded to the returning employee. The definition of qualified is as defined under the Layoff/Recall Article of this agreement.

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

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

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

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

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

Section 7.11:

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

Article 8: HOLIDAYS

All benefit eligible employees hired and in the TECH bargaining unit prior to November 28, 2018 shall be provided the holiday benefit in Sections 8.1 through 8.8.

Section 8.1. Holidays:

- (a) All employees hired prior to ratification shall receive holiday pay for the six (6) recognized holidays provided the employee is eligible under the rules established herein:

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

Section 8.2. Holiday Eligibility:

An active employee who has an unexcused absence on the shift preceding the holiday, or the shift following the holiday may be denied holiday pay.

- (a) Unexcused Absence:

1. An unscheduled absence where approval for the absence was not provided by the supervisor and is not the result of: (a) employee's own illness; (b) the illness of a dependent child; or (c) an emergency, or
2. An absence in which proper notice, authorization, or documentation was not provided including reporting back late following vacation, layoff, or leave of absence, or
3. An absence in which false information was provided to explain the absence.

In the event that an employee who has pre-approved, scheduled PTO which adjoins a holiday before and/or after the holiday, and is absent on 1) his or her last scheduled work day directly prior to the adjacent PTO, if the PTO precedes the holiday, or 2) directly after the adjacent PTO, if the PTO follows the holiday, shall be considered "otherwise excused" and shall receive holiday pay. If the employee does not have enough time in their PTO bank to cover his/her entire absence, including pre-approved, scheduled PTO, and any contiguous unscheduled PTO, the employee shall not be considered "otherwise excused" and shall not receive holiday pay. Refer instead to the above Section 8.2 Holiday Eligibility, which refers to eligibility dependent on presentation of a doctor's statement. This language should not be construed to replace or change the Medical Center's policy on excessive, or unexcused absenteeism.

Section 8.3. Holiday During Vacation:

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

Section 8.4. Failure to Report:

- (a) Employees who are scheduled to report for work on a holiday but fail to report for and perform such work for any reason other than illness verified by a doctor when so requested by the Employer, shall not be entitled to holiday pay.

Section 8.5. Holiday Pay:

- (a) All employees budgeted to work seventy (70) or more hours per pay period shall receive holiday pay. These employees shall receive pay equal to one shift. If an employee budgeted to work seventy (70) or more hours per pay period regularly works a combination of shifts, that employee

shall receive pay equal to their most common shift. If the employee has an equal number of different scheduled shifts, the holiday pay would be whichever is greater.

- (b) An employee may use holiday pay to cover time off during the pay period in which the holiday falls or may bank the time in the Earned Leave Bank.

Section 8.6. Holidays Worked:

- (a) An employee budgeted to work seventy (70) or more hours per pay period who works on a holiday shall, in addition to any holiday pay, receive overtime equal to one and one-half times their regular hourly rate.
- (b) An employee who is budgeted for less than seventy (70) hours per pay period who works on a holiday shall receive overtime equal to two and one-half times their regular hourly rate.
- (c) If more than fifty percent (50%) of an employee's shift falls within the holiday, the employee shall receive the holiday premium for the entire shift. For purposes of holiday premium, unpaid times for meals shall count as part of an employee's shift.
- (d) An employee who receives time and one-half (1-1/2) or two and one-half (2-1/2) times their regular hourly rate on a holiday shall not be eligible for daily overtime on the same shift regardless of the number of hours worked. Hours worked on the holiday are not considered pyramiding of overtime when calculating weekly or pay period overtime.
- (e) An employee may not receive the holiday premium on the same shift simultaneously with the call back premium, or such other premiums that may be of one and one-half times their hourly rate or greater.

Section 8.7. Scheduling Holidays:

Unless the employees in a department have voted to use an alternative method (as described below), holidays shall be scheduled using the standard method.

- (a) Standard Method. Holidays shall be scheduled in the month of January for the year. Holidays shall be equitably rotated among qualified employees in that department.
 1. Qualified employees may volunteer to work additional holidays or trade holidays. Supervisors must be informed of any change to the schedule. Any overtime requires Supervisor approval.
 2. The six (6) holidays and any vacations granted the week of Christmas (defined as 12/24 - 12/31) shall be included in the rotation.
 3. When a vacant shift is created because an employee is working the holiday instead of his/her regular shift, that vacant shift shall be filled in accordance with the Section of Work Schedules (Hours of Work, Section 1).
- (b) Alternative Method. Employees in a department may use an alternative method if a majority of the affected employees agree. The Union will conduct the vote. The method must be decided at the time of the vote and will be in effect for the life of the contract. The Employer must be notified by the Union that a particular department is using an alternative method prior to it being voted by employees of that department.

Section 8.8. Part-Time Employees on Units Closed for the Holiday:

- (a) Effective with the first holiday following ratification, an employee budgeted to work thirty two (32) hours or more but less than seventy (70) hours per pay period in a unit without holiday coverage (i.e., a unit that is closed on a holiday) who would otherwise be scheduled to work on

that day shall receive holiday pay equal to one (1) 8, 10, or 12 hour shift that the employee normally works at their straight time hourly rate and shall be paid time and one half (1 ½) for any hours worked.

- (b) The Employer shall have the sole discretion to determine prior to each holiday, whether a unit shall be closed or not on the holiday.

All benefit eligible employees hired and in the TECH bargaining unit on or after November 28, 2018, shall be provided the holiday benefit in Section 8.9 through 8.15.

Section 8.9. Holidays:

- (a) MGL recognizes the following holidays:

New Year's Day	Labor Day
Thanksgiving Day	Independence Day
Memorial Day	Christmas Day

Section 8.10. Failure to Report:

- (a) Employees who are scheduled to report for work on a holiday but fail to report for and perform such work for any reason other than illness verified by a doctor when so requested by the Employer, shall not be entitled to use PTO.

Section 8.11. Holiday Pay:

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

Section 8.12. Holidays Worked:

- (a) An employee budgeted to work seventy (70) or more hours per pay period who works on a holiday shall receive overtime equal to one and one-half times their regular hourly rate.
- (b) An employee who is budgeted for less than seventy (70) hours per pay period who works on a holiday shall receive overtime equal to two and one-half times their regular hourly rate.
- (c) If more than fifty percent (50%) of an employee's shift falls within the holiday, the employee shall receive the holiday premium for the entire shift. For purposes of holiday premium, unpaid times for meals shall count as part of an employee's shift.
- (d) An employee who receives time and one-half (1-1/2) times their regular hourly rate on a holiday shall not be eligible for daily overtime on the same shift regardless of the number of hours worked. Hours worked on the holiday are not considered pyramiding of overtime when calculating weekly or pay period overtime.
- (e) An employee may not receive the holiday premium on the same shift simultaneously with the call back premium, or such other premiums that may be of one and one-half times their hourly rate or greater.

Section 8.13. Holidays Not Worked:

- (a) PTO hours equivalent to one shift will be deducted from a full time employee's PTO bank during the pay period in which the holidays falls if:
 1. The day on which the holiday falls would otherwise be the employee's regular scheduled shift; and
 2. The employee's budgeted hours have not been met for the pay period, except if due to any of the following: use of PTO; leave of absence paid by worker's compensation; paid

disability leave; military leave; jury duty; bereavement leave; or as otherwise provided in Article 7, Leaves of Absence, Section 7.11.

- (b) If a full time employee regularly works a combination of shifts, the PTO hours deducted will be equivalent to the shortest of such shifts.
- (c) Part-time employees, and full-time employees who would otherwise not have PTO deducted under the provisions of this Article, above, may elect to have hours equivalent to one shift deducted from their PTO bank by notifying payroll at the beginning of the pay period in which the holiday falls.

Section 8.14. Scheduling Holidays:

Unless the employees in a department have voted to use an alternative method (as described below), holidays shall be scheduled using the standard method.

- (a) Standard Method. Holidays shall be scheduled in the month of January for the year. Holidays shall be equitably rotated among qualified employees in that department.
 - 1. Qualified employees may volunteer to work additional holidays or trade holidays. Supervisors must be informed of any change to the schedule. Any overtime requires Supervisor approval.
 - 2. The six (6) holidays and any vacations granted the week of Christmas (defined as 12/24 - 12/31) shall be included in the rotation.
 - 3. When a vacant shift is created because an employee is working the holiday instead of his/her regular shift, that vacant shift shall be filled in accordance with the Section of Work Schedules (Hours of Work, Section 1).
- (b) Alternative Method. Employees in a department may use an alternative method if a majority of the affected employees agree. The Union will conduct the vote. The method must be decided at the time of the vote and will be in effect for the life of the contract. The Employer must be notified by the Union that a particular department is using an alternative method voted in by

Section 8.15. Part-Time Employees on Units Closed for the Holiday:

- (a) Effective with the first holiday following ratification, an employee budgeted to work forty (40) hours or more but less than seventy (70) hours per pay period in a unit without holiday coverage (i.e., a unit that is closed on a holiday) who would otherwise be scheduled to work on that day shall receive holiday pay equal to one (1) 8, 10, or 12 hour shift that the employee normally works at their straight time hourly rate and shall be paid time and one half (1 ½) for any hours worked.
- (b) The Employer shall have the sole discretion to determine prior to each holiday, whether a unit shall be closed or not on the holiday.

Article 9: PAID TIME OFF

All benefit eligible employees hired and in the TECH bargaining unit prior to November 28, 2018 shall be provided the PTO benefit in Section Sections 9.1 through 9.4 and Sections 9.9 through 9.11.

Section 9.1. Accrual:

- (a) PTO is available for use after 90 days of continuous employment. PTO hours are earned retroactively to an employee's date of hire according to the following:

(b) Employees hired before 1/03/2013.

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

(c) Employees hired on or after 1/03/2013.

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

Section 9.2:

Employees will earn PTO on overtime but may not earn on more than 2,080 hours paid per calendar year.

Section 9.3. Maximum PTO Bank Accrual:

(a) The maximum bank accrual will be capped at 400 hours.

Section 9.4. Use of PTO:

(a) Sick Leave Use and Process:

1. Employees in twenty-four hour staffed departments shall call in at least two (2) hours prior to the beginning of their shift and at least three (3) hours prior for shifts beginning 5:00 p.m. through 11:00 p.m. All other employees must notify their department at least one (1) hour in advance of their scheduled shift. PTO will be paid commencing the first (1st) workday of illness. Accumulated PTO shall be paid on each day of sickness at the employee's regular straight-time for that employee's regular scheduled hours per day; provided, however, that if an employee fails to notify the Department Head or Supervisor of inability to report, then the Employer reserves the right to withhold sick pay for that day.
2. Seniority shall continue to accumulate during paid sick leaves. Other benefits shall not accumulate or accrue during paid sick leaves except that insurance shall continue and PTO shall continue to accrue.
3. Employees shall be allowed to use PTO for the illness of a family member with whom they reside. (The current absenteeism policy would still apply to such leave.)
4. Certification. The manager may request documentation of an absence or certification of disability from a physician if (1) the absence is more than three (3) consecutive, scheduled work days; (2) the employee has a current written discipline for absenteeism in his or her personnel file; or (3) when the manager has reliable information, which calls into question the validity of the excuse. Supervisors should not ask for certification unless one of the above conditions is met.
5. Emergency PTO:

- a. Generally, PTO is to be requested at least two (2) weeks in advance. PTO may at times be requested of and approved by the manager or immediate supervisor or charge nurse on shorter notice for unforeseen and/or urgent reasons.
- b. Every reasonable effort will be made to approve such leave.
- c. Every reasonable effort will be made by the Employee to give twenty-four (24) hours' notice.

(b) Vacation:

1. Vacation Schedule. Time off for vacation may be arranged at any time up to the extent of earned PTO upon the approval of the manager after giving proper consideration to the personnel requirements of the Employer.
2. Vacation Approval. Unless the employees in a department vote to use an alternative method (as described below), vacation shall be approved using the standard method.
3. Standard Method:
 - a. Annual Submissions. Employees shall submit requests for vacations during prime times by January 31st of each year. The Employer shall respond no later than four (4) weeks after January 31st. In case of conflicting requests, seniority shall be used provided any time over two (2) weeks does not conflict with any other employee's request. An employee may submit a second or third preference in the event that the employee's other preference conflicts and is granted to a more senior employee.
 - b. Effective after Spring Break 2004, the submissions for Spring Break shall be submitted by November 30th.
 - c. Definition of Prime Time

Spring Break:	March 15 to April 15
Summer:	Memorial Day to Labor Day
 - d. Other Submissions. Requests submitted for non-prime time or requests for prime time submitted after January 31st shall be granted on a first-come, first-granted basis provided such requests shall not be submitted more than one (1) year in advance. Requests submitted on the same day by multiple employee's shall at the end of that business day be awarded by bargaining unit seniority unless the employees in the department/unit decide to use an alternative method by a majority bargaining unit member vote conducted by the Union and shall be in effect for the life of the contract.
4. Alternative Method: A department may, by majority employee vote, decide to use an alternative method. If a method is proposed by an employee or group of employees, the manager will review it prior to the vote and give a list of any reasons why the method cannot be administered. The method must be decided at the time of the vote and will be in effect for the life of the contract. The Employer must be notified by the Union that a particular department is using an alternative method voted in by that department's employees
5. Vacation Approval and Relief. The Employer will endeavor to acknowledge approval of

requested vacations within fifteen (15) calendar days. The Employer acknowledges that it is not the obligation of an employee to secure their own relief for approved vacation even if the schedule it posted when the PTO is requested so long as the request is submitted at least two (2) weeks in advance. Emergency PTO requests are an exception to the two (2) week advance submission and shall be management's responsibility to cover if approved according to Section 9.6(b).

6. Generally, an employee will not be granted time off when there is insufficient PTO to cover the absence. Exceptions may be made due to extenuating circumstances.
 - a. It is solely in the manager's discretion as to whether or not to grant time off when there is insufficient PTO but some examples of extenuating circumstances could be:
 - i. An employee has used all of her/his PTO due to LCDOs or medical leave.
 - ii. The manager can reasonably expect the employee to have the PTO by the time the leave occurs.
 - iii. Managers may grant a request contingent upon the employee having enough PTO by the time the leave occurs.

7. Rescinding Vacations: Employees may rescind their approved PTO by giving at least a forty - eight (48) hour written notice to the Employer. An employee who rescinds her/his vacation must work their regular schedule and any employee covering those shifts may be put on the schedule as extra for the day or cancelled.

All benefit eligible employees hired and in the TECH bargaining unit on or after November 28, 2018 shall be provided the PTO benefit in Section 9.5 through 9.11.

Section 9.5. Accrual:

- (a) Paid Time Off (PTO) is available for use after 90 days of continuous employment. Paid Time Off hours are earned retroactively to an employee's date of hire according to the following:

- (b) All benefit employees shall accrue PTO based on the following Accrual Rates:

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

Section 9.6:

Employees will earn PTO on overtime but may not earn on more than 80 hours paid per pay period.

Section 9.7. Maximum PTO Bank Accrual:

- (a) New employees hire on or after November 28, 2018, the maximum bank accrual will be capped at 320.

Section 9.8. Use of PTO:

- (a) Sick Leave Use and Process:

1. Employees in twenty-four hour staffed departments shall call in at least two (2) hours prior to the beginning of their shift and at least three (3) hours prior for shifts beginning 5:00 p.m. through 11:00 p.m. All other employees must notify their department at least one (1) hour in advance of their scheduled shift. PTO will be paid commencing the first (1st) workday of illness. Accumulated PTO shall be paid on each day of sickness at the employee's regular straight-time for that employee's regular scheduled hours per day; provided, however, that if an employee fails to notify the Department Head or Supervisor of inability to report, then the Employer reserves the right to withhold sick pay for that day.
2. Seniority shall continue to accumulate during paid sick leaves. Other benefits shall not accumulate or accrue during paid sick leaves except that insurance shall continue and PTO shall continue to accrue.
3. Employees shall be allowed to use PTO for the illness of a family member with whom they reside. (The current absenteeism policy would still apply to such leave.)
4. Certification. The manager may request documentation of an absence or certification of disability from a physician if (1) the absence is more than three (3) consecutive, scheduled work days; (2) the employee has a current written discipline for absenteeism in his or her personnel file; or (3) when the manager has reliable information, which calls into question the validity of the excuse. Supervisors should not ask for certification unless one of the above conditions is met.

(b) Vacation:

1. Vacation Schedule. Time off for vacation may be arranged at any time up to the extent of earned PTO upon the approval of the manager after giving proper consideration to the personnel requirements of the Employer.
2. Vacation Approval. Unless the employees in a department vote to use an alternative method (as described below), vacation shall be approved using the standard method.
3. Standard Method:
 - a. Annual Submissions. Employees shall submit requests for vacations during prime times by January 31st of each year. The Employer shall respond no later than four (4) weeks after January 31st. In case of conflicting requests, seniority shall be used provided any time over two (2) weeks does not conflict with any other employee's request. An employee may submit a second or third preference in the event that the employee's other preference conflicts and is granted to a more senior employee.
 - b. Effective after Spring Break 2004, the submissions for Spring Break shall be submitted by November 30th.
 - c. Definition of Prime Time

Spring Break:	March 15 to April 15
Summer:	Memorial Day to Labor Day
 - d. Other Submissions. Requests submitted for non-prime time or requests for prime time submitted after January 31st shall be granted on a first-come, first-granted basis provided such requests shall not be submitted more than one (1) year in advance. Requests submitted on the same day by multiple employee's shall at

the end of that business day be awarded by bargaining unit seniority unless the employees in the department/unit decide to use an alternative method by a majority bargaining unit member vote conducted by the Union and shall be in effect for the life of the contract.

4. Alternative Method: A department may, by majority employee vote, decide to use an alternative method. If a method is proposed by an employee or group of employees, the manager will review it prior to the vote and give a list of any reasons why the method cannot be administered. The method must be decided at the time of the vote and will be in effect for the life of the contract. The Employer must be notified by the Union that a particular department is using an alternative method voted in by that department's employees
5. Vacation Approval and Relief. The Employer will attempt to approve requested vacations within fifteen (15) calendar days. The Employer acknowledges that it is not the obligation of an employee to secure their own relief for approved vacation even if the schedule it posted when the PTO is requested so long as the request is submitted at least two (2) weeks in advance.
6. For benefit eligible employees, generally, an employee will not be granted time off when there is insufficient PTO to cover the absence. Exceptions may be made due to extenuating circumstances.
 - a. It is solely in the manager's discretion as to whether or not to grant time off when there is insufficient PTO but some examples of extenuating circumstances could be:
 - i. An employee has used all of her/his PTO due to LCDOs or medical leave.
 - ii. The manager can reasonably expect the employee to have the PTO by the time the leave occurs.
 - iii. Managers may grant a request contingent upon the employee having enough PTO by the time the leave occurs.
7. Rescinding Vacations: Employees may rescind their approved PTO by giving at least a forty - eight (48) hour written notice to the Employer. An employee who rescinds her/his vacation must work their regular schedule and any employee covering those shifts may be put on the schedule as extra for the day or cancelled.

Section 9.9. PTO Donations:

- (a) Bargaining Unit Employees may donate PTO hours to other regular full and part time employees who are on approved leaves of absence and have exhausted their PTO banks pursuant to the PTO Donation policy.

Section 9.10. PTO Cash Out:

- (a) Paid Time Off hours are convertible to cash by submitting a request to Payroll pursuant to the PTO Cash Out provisions of the PTO policy.

Section 9.11. PTO Payout at Retirement or Termination:

Earned but unused PTO hours will be paid out at full value upon termination or retirement. An Employee who is laid off may elect to have their PTO paid out at either (1) upon the time of layoff; or (2) have their PTO pay out deferred to the end of their severance period. If the Employee fails to defer the PTO payout, then the PTO will automatically be paid out upon the time of layoff.

Article 10: CAREER LADDERS

Section 10.1. Respiratory Care:

The classification of Respiratory Care Assistant shall be designated as a career ladder and Respiratory Care Assistants shall, upon obtaining the applicable credentials as a Respiratory Care Practitioner, automatically move to the classification and pay grade of Respiratory Care Practitioner, credentialed.

Article 11: BENEFITS

Section 11.01. McLaren MyChoice Benefits Program:

(a) **MyChoice Health Benefits:**

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

Full-time and part-time employee cost share for Premier may increase by no more than an additional two (2%) percent each year of the contract and an additional three (3%) percent per year of the contract for Premier Plus.

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

(c) **Full-Time and Part-Time Employee Defined:** Unless otherwise provided, for purposes of Benefits Coverage for all benefits covered by this Article, a Full-time employee and a Part-time employee will be defined pursuant to Article 1, Recognition and as follow:

1. Full-time benefits offered to MGL employees are based on budgeted 70-80 hours per pay period.
2. Part-time benefits offered to MGL employees are based on budgeted 40-69 hours per pay period.

Section 11.02. Life Insurance:

(a) Full-time employees and all regular part-time employees who are normally budgeted to work forty (40) hours per pay period or more will be eligible to receive Term Life Insurance benefits effective the first day of the month following six (6) full months of continuous employment.

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

Section 11.03. Professional Liability Policy:

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

Section 11.04. Dental Insurance:

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

Section 11.05. Vision Care Program:

- (a) The Employer will offer vision benefits to all eligible full time and part time employees of the bargaining unit. Vision benefits to all eligible full time and part time employees shall become effective on the first day of the month after one (1) month of employment.
- (b) Employees will participate in an open enrollment process and select coverage in the new "My Choice" Benefits program. The Employer will offer the same program on the same basis and terms to bargaining unit employees.

Section 11.06. Disability Insurance:

- (a) Full-time employees and all regular part-time employees who are normally budgeted to work forty (40) or more hours per pay period will be eligible to receive Disability Benefits effective the first day of the month following six (6) months of continuous employment. Employees already receiving short-term disability benefits as of the last pay period in 2014 shall continue to receive such benefits under the terms in effect for Technical employees prior to the beginning of the first full pay period in 2015.
- (b) Employees will select coverage under the "My Choice" benefits program. The Employer will offer the same program on the same basis and terms to bargaining unit employees as those offered to non-bargaining unit employees.

Section 11.07. Health Insurance Opt-Out:

If the Employer offers a new health insurance opt out to any other employees, the same offer shall be made to Technical bargaining unit employees.

Section 11.08. Flexible Spending Accounts:

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

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

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

- (b) An employee can contribute the maximum amount allowable by law to the dependent care account.
- (c) An employee can carry over the maximum amount of their unused portion of their FSA funds according to law.

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

Section 11.09. Retirement Program:

- (a) Effective January 1, 2013, all members of the TECH bargaining unit shall be eligible to participate in the employer contributions portion of the McLaren Employees' 403(b) Retirement Plan (the "McLaren 403(b) Plan") when they satisfy the eligibility requirements under the plan to receive the employer contribution, provided the employee has not accrued a credit year of service in the applicable year under the terminated Pension Plan. A detailed description of the McLaren 403(b) Plan is contained in the benefit summary provided to each employee. Employees they shall remain eligible to participate in the voluntary employee contribution portion of the McLaren 403(b) Plan.
- (b) Effective January 1, 2013, all members of the TECH bargaining unit who were active participants in the Pension Plan as of December 31, 2012, and were born between 1957 through 1966, will receive an additional one and one half (1.5%) percent basic contribution to the McLaren 403(b) Plan each calendar year if they otherwise satisfy the eligibility requirements under the McLaren 403(b) Plan to receive employer contributions, provided the employee has not accrued a credit year of service in the applicable year under the terminated Pension Plan. If the employer provides other non-union employees a greater benefit, then the bargaining unit employees will receive the same benefit as the non-union employees.

Section 11.10. Other Retiree Benefits:

- (a) Retirees shall be entitled to purchase prescription drugs at invoice cost at the McLaren owned and operated outpatient pharmacy (e.g. MGL locations).
- (b) In addition to any rights under COBRA, employees hired on or before ratification of this Agreement, who leave and are vested and at least age 55 will be allowed to continue their health care until the employee is eligible for Medicare 100% of the premium after the COBRA period has ended themselves.
- (c) Retiree Healthcare Subsidy Benefit
 - 1. All Technical bargaining unit employees who retire on or after the effective date of this Agreement shall be eligible for a subsidy of up to \$160.00/month (\$200.00/month beginning 1/1/2011 and \$250.00/month beginning 1/1/2012) to reimburse the retiree for the partial cost of any health insurance plan or policy covering such retiree (such as through COBRA continuation coverage, MGL health insurance after COBRA for employees hired on or before ratification of this Agreement, a plan or policy through a spouse's employer, or a private commercial insurer) provided that the retiree meets and maintains the following criteria:
 - (1) Employee is at least 55 years of age at retirement and the employee's age and years of continuous service on the date of retirement with MGL equal 80; and
 - (2) Employee retires on or after the effective date of this Agreement and was previously eligible for a pension benefit from any MGL Employee Retirement Plan; and
 - (3) Employee is participating in an MGL sponsored health insurance plan on the date of retirement; and
 - (4) Employee provides proof of payment of health insurance described in paragraph (c)(i) above.
 - 2. Subsidy for Technical-retirement health insurance premiums will continue until one of the following events occur:
 - (1) Retiree fails to request the subsidy or provide proof of the payment under the employer established guidelines; or

- (2) Retiree becomes eligible for similar health insurance benefits or any subsidy through another employer of the retiree; or
 - (3) Retiree becomes eligible for Medicare or:
 - (4) Retiree has reached the 60th month of his or her retirement.
3. If a retiree does not meet the criteria under 11.10, (c)(i) or loses eligibility under 11.10, (c)(ii), s/he is considered ineligible to receive the subsidy and cannot re-establish eligibility. The subsidy is only available for medical insurance (including hospitalization and prescription drug coverage) and cannot be used for dental or vision coverage.
 4. The monthly subsidy is equal to the lesser of the following: \$160.00 (\$200.00/month beginning 1/1/2011 and \$250.00/month beginning 1/1/2012) or the cost of the healthcare premium paid.
 5. MGL and the Union reserves the right to modify, amend, increase or eliminate the benefit described in paragraph 11.10 (c) Retiree Health Benefit in an subsequent negotiations.
 6. The parties agree to re-open negotiations solely related to this benefit should any national health insurance plan be developed. The No Strike/No Lockout Section of this Agreement will remain in full force and effect during any re-opener.
 7. Any employee who is hired on or after ratification of this Agreement and who subsequently retires will only be entitled to his or her statutory COBRA continuation coverage rights of MGL - sponsored group health plans and if eligible, the subsidy described in paragraph 11.10(c).

Article 12: NEW CLASSIFICATIONS

Section 12.1. New Classifications:

- (a) New classifications may be established by the Employer with wage ranges assigned based on relevant survey data and internal wage structure. The Employer agrees to negotiate with the Union the rate of pay for such new classifications within the first six months after posting the new position.
- (b) If the parties are unable to reach agreement the Union may submit the issue to arbitration in accordance with the grievance procedure (using Policy & Discharge grievance procedure). Classification within the bargaining unit during the term of this Agreement, the Employer agrees to negotiate with the Union the rate of pay for such new classification.
- (c) If a higher wage range is negotiated, any employees in that classification will be placed in the higher range at their six month anniversary date of hire/transfer.
- (d) If an employee transfers to a position in a new classification and then a higher wage range is negotiated that employee shall be placed in the new scale on the 6-month anniversary of the transfer. The employee's step on the new scale shall be the step the employee would have been on if the classification was in the higher scale originally.

Article 13: RECLASSIFICATIONS

Section 13.1:

- (a) The Employer will consider reclassification requests. Requests may be submitted by the Union each year during the month of February. The Employer may develop a form for such requests:
- (b) Requests may be based on any of the following:

1. The wage range midpoint is paid at least 3% below relevant survey wage range midpoint.
 2. Substantial numbers of additional duties which require higher skills, abilities or knowledge than current job description have been added to the classification.
 3. Recruitment or retention problems.
- (c) The Employer shall respond in writing to any requests by April 30. If the Employer fails to respond by April 30th, notice will be given to the Union as to the reason for the delay. If the response is given by April 30th, increases will go into effect the first pay period following resolution of any request. If the response is after April 30th, increases shall be retroactive to April 30th.
- (d) Union and management shall have meetings after the requests are made to discuss the potential upgrades.
- (e) If the Employer denies a reclassification request they must do so in writing and state the basis for such reclassification denial and address the points the Union made in favor of the reclassification request in the written denial.

Article 14: BARGAINING UNIT WORK

Section 14.1. Bargaining Unit Work:

- (a) Management employees will not perform bargaining unit work on an ongoing basis.
- (b) Neither the Union or the Medical Center wish to limit the ability of managers to perform bargaining unit work due to fluctuations in work load or if qualified bargaining unit workers are not available. But managers will not do the work if it would cause a layoff, a reduction in hours, prevent the creation of new position(s), or for the purposes of avoiding overtime. Managers priority shall be to use on call or temporary employees to handle staff shortages before they perform the work.
- (c) Management employees include but are not limited to Patient Care Managers, Assistant Patient Care Managers, Coordinators, Charge Nurses, Supervisors, Directors and Managers.

Article 15: SUBCONTRACTING, AFFILIATION AND MERGERS

Section 15.1. Subcontracting, Affiliation and Mergers:

- (a) 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 employees, 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 employees would have earned during the sixty (60) day notice period but for the layoff.
- (b) The discussion of the decision and impact of the merger, affiliation or subcontracting, which causes a layoff of bargaining unit employees, shall occur prior to the Employer actually deciding whether or not to enter into such agreement or to subcontract the work. The parties shall meet to discuss ways that the work environment can be changed to prevent layoffs. The Union will be given at least a sixty (60) day period after that initial discussion to work with the Employer to illustrate that the work can be performed by bargaining unit employees within the employer's identified parameters. The Employer shall not give the sixty (60) day advance layoff notice, or in lieu thereof, wages the laid off employees would have earned but for the layoff, until the end of the initial sixty (60) day discussion period.

- (c) The Employer will not subcontract in order to discriminate against the Union or employees covered by this agreement because of their Union affiliation.
- (d) If the decision to subcontract results in the reduction of bargaining unit positions, the Employer will first reduce positions through attrition and then utilize the Layoff/bumping language in this Agreement during the sixty (60) day employee notice period above. The Employer will attempt to maintain an employee's shift, status and rate of pay.

Article 16: NON-DISCRIMINATION

Section 16.1. Non-discrimination:

- (a) The Employer and the Union shall not discriminate because of race, religion, color, age, sex, marital status, height, weight, national origin, sexual orientation, gender identity, political beliefs, or disability. The parties will make all efforts to honor the personal pronouns preferred by individual employees.
- (b) The Employer shall not discriminate against an employee because of activity as a Union member.
- (c) If the subject of the discrimination is not covered by an outside entity the grievance may be submitted to voluntary mediation as outlined below. This process is intended to mirror the MDCR's and FMCS Mediation Program.

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

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

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

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

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

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

mediation at any time.

2. Parties agree to not subpoena the mediator or anyone else employed by FMCS or MERC to testify for any reason, nor to subpoena documents created for or during the mediation.
3. It is understood by the parties that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation proceedings.
4. The parties agree they shall not rely on, introduce as evidence in any proceedings, any views, comments, or suggestions made by any party or participant that relate to possible settlement of the dispute, any admissions made by another party or participant during the mediation proceedings, or any proposals, opinions, or comments of the mediator. It is further understood that any notes or records made or taken by or for the mediator shall be routinely destroyed.
5. Any obligations imposed by the parties signing a terms of mediation agreement are in addition to, and do not supersede, any obligations imposed by applicable state or federal laws regarding mediation confidentiality.

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

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

Article 17: WORK RULES

Section 17.1. Work Rules:

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

Article 18: ENVIRONMENT OF CARE

Section 18.1. Environment of Care:

- (a) The Union and the Employer agree to work cooperatively toward the implementation and enforcement of such safety rules and practices as are adopted. An Environment of Care Committee shall be established by the Employer. Membership on such committee shall include two persons from the bargaining unit appointed by the Union. Committee members scheduled to work the day of the meetings shall request to be released to attend with pay and release will be arranged unless patient care would be jeopardized. For informational purposes, the Union shall receive a copy of the minutes of the Environment of Care Committee meetings and any response the Employer has to recommendations from the Safety Committee.
- (b) Should the Environment of Care Committee fail to respond to issues, the employee or employees shall have the right to utilize the grievance/arbitration process.

- (c) McLaren Greater Lansing does not tolerate violence in the workplace. Violence includes but is not limited physical batteries, verbal assaults, acts of aggressions and threats. If an employee experiences violence in the workplace, the employee shall seek immediate assistance from security, or the appropriate supervisory personnel and report said incident. The Hospital will maintain a 24/7 trained response team. The Hospital will have a follow-up process for employees who have experienced and/or reported workplace violence. The Hospital will investigate every incident and take appropriate action pursuant to policy. If it is necessary in the employee's judgment, they may leave the immediate area and go to a location of safety until the threat is removed. The employee also has the right to notify the police if he/she is being physically assaulted. The Hospital will provide or make available medical and Employee Assistance services to employees injured by workplace violence. In its commitment to maintain a safe working environment, the Hospital has created a Workplace Violence Prevention committee, which addresses, among other matters, violent incident review, security response, related training, preventative measures. The committee shall include one (1) Hospital-employed bargaining unit member representatives appointed by the Union. The committee may invite appropriate individuals to attend specific meetings. The Union may recommend invitees and that recommendation(s) shall be granted when good cause is shown. The committee shall act within its charter regarding the following matters:
1. Confidential quarterly review process of incident reports involving violence in the workplace for employees. The term "confidential" shall not be construed as a waiver by the Union of the right to information it is otherwise entitled to under the law.
 2. Review process for security measures and physical areas based on good cause shown by the requesting party.
 3. Monitor and recommendations process for safety and security improvements.

Article 19: HARASSMENT

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

Section 19.1. Sexual Harassment:

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

Section 19.2. Other Harassment:

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

- (e) All employees have a responsibility to maintain a workplace free of harassment. This duty includes promptly reporting any violations or suspected violations to their immediate supervisor.
- (f) The employer has policies against misconduct, including but not limited to intimidation, bullying, harassment retaliation, unacceptable conduct and/or unprofessional behavior. Misconduct in violation of Hospital policies is not permissible. Individuals who violate such policies and/or standards will be held accountable, although the Union shall have no representational jurisdiction over non-bargaining unit individuals and/or information, including but not limited to grievances, information requests, etc. Employees shall have the right to report such misconduct without fear of retaliation.

Article 20: SUBSTANCE ABUSE TESTING

Section 20.1:

The Employer may institute a policy for testing employees for drugs or alcohol when reasonable suspicion exists. Such a policy must be instituted for all employees of the Employer. Such a policy may not include random testing. Retaliation against an individual who self reports or reports suspicion of substance abuse or participates in investigations regarding alleged substance abuse is strictly prohibited.

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

Section 20.2:

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

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

Section 20.3:

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

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

Section 20.4:

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

Section 20.5:

If the results of testing are positive, the Employee will be offered the opportunity to seek assistance, may be subject to corrective action, up to and including termination, or offered a Substance Abuse Last Chance Agreement. Retaliation against an individual who self-reports or participates in investigations regarding alleged substance abuse is strictly prohibited.

The Letter of Agreement shall be jointly executed by the Employer, the Employee and the Union.

Section 20.6:

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

Article 21: HOURS OF WORK

New Full-time and Part-time definitions as defined under §1.3 Definitions will become effective January 1, 2021.

Section 21.1. Work Schedules:

It is recognized by the Union and the Employer that the care and welfare of Employer patients requires service on a seven (7) day week, twenty-four (24) hour a day basis.

Section 21.2. Work Schedules:

- (a) Posting Schedules. The Employer shall post the schedules of work at least two (2) weeks in advance, but this shall not restrict the Employer in adjusting the schedule with less notice when service requirements of the Employer necessitate the change. The Employer agrees to promptly notify the employee involved when a change in the posted schedule is made. The Employer shall make every reasonable attempt to notify the employee personally of any change in schedule.
- (b) Overtime and Extra Hours Distribution. Employees are expected to work reasonable amounts of extra hours/overtime upon request and the Employer agrees that it will not make unreasonable requests for extra hours/overtime.
 - 1. The Employer shall establish a list of volunteers by posting a list of open shifts/hours for each department/unit and allow bargaining unit employees to sign up to volunteer to work by day and shift. The schedule shall be posted within the department at least two (2) weeks prior to the shift. It is the employee's responsibility to notify the employer for each day and shift that they are available to work extra hours or overtime.
 - 2. Then the Employer has a need for extra hours/overtime on a particular shift on a particular day the following process shall be used utilizing the lists of volunteer as follows:
 - a. The hours shall be awarded to the most senior bargaining unit employee on the volunteer list that the hours do not result in overtime; then
 - b. Bargaining unit employees shall be awarded hours they signed up for that would not result in overtime according to seniority, high to low (e.g. scheduled 64 hours per pay period would be awarded up to 16 extra hours) even if this results in open shifts being split. Management shall solicit volunteers to fill split shifts. If there are not enough volunteers to fill the split shifts, the hours shall be filled as below; then
 - c. If the hours would be overtime to bargaining unit employees, the employer may

award the hours to qualified Temporary Relief employees for whom the hours do not result in overtime; then

- d. If the hours would result in overtime the shifts/hours shall be awarded to the most senior bargaining unit employee that signed up willing to work the hours as overtime.
3. Once the schedule has been posted an employee with more seniority cannot bump a bargaining unit employee out of extra hours or overtime. A temporary relief employee can be bumped if a bargaining unit employee is willing to work the hours and indicated her/his availability at least 48 hours prior to the shift except that the hours may not result in overtime for the bargaining unit employee unless the temporary relief employee would also be in overtime status.
 4. If a shift has not been picked up by an employee after using the above processes, the Employer may offer to pay the employee at time and one half (1 ½) for working the hours.
 5. Employees who volunteer for overtime or extra hours shall not have a regular shift cancelled as a result of accepting the overtime or hours unless at the employee's request or required by Section 26.1.
- (c) Mandatory Extra Hours, Shifts and/or Overtime. The Employer and the Union recognize the necessity of calling in employees on the day-to-day basis at times other than their posted schedule and this circumstance may require a change in the posted schedule. However, the Employer will first attempt to fill these vacancies by volunteers as indicated in (b) above. An employee shall not be called in unless there are insufficient volunteers and the employee is the lowest seniority available.
1. Overtime and Extra Hours, Shift. Overtime and extra hours is time the employee works above his/her required shift by staying over at the end of the shift in order to complete his/her work. Eligibility to receive time and one half for overtime and extra hours is determined under Section 21.6 Overtime in this Agreement.
 2. Mandatory Extra Shift. Mandatory extra shift is defined as any portion of a shift or an entire shift that an employee is required to come in or remain at the end of his/her shift to fill a hole in the schedule.

If no bargaining unit employee is willing to work the hours as indicated in (b) above and if no Temporary Relief Employees are available, the hours may be assigned to the least senior employee on the shift in the classification and department affected. The Employer shall skip the least senior employee(s) and assign it to the next low senior employee if it would cause the lower senior employee(s) to work more than 16 hours for the Employer in a 24 hour period or to work a mandated shift two consecutive days for the Employer.

The Employer agrees to give at least eight (8) hours notice if it requires an employee to work a shift other than the employee's regularly scheduled shift.

An employee mandated to work a shift outside of her/his regular schedule by being called into work shall receive double time for all hours worked.

The Employer further agrees to give at least eight (8) hours notice if it requires an employee to change their start time. If the Employer finds it necessary to change an employee's normal start time within their normal shift on a day to day basis due to unforeseen circumstances, the Employer shall first seek volunteers in order of seniority (highest to lowest) from among the

employees in the affected unit/cost center on the affected start time. In the absence of volunteers, changes in start time will be made in reverse order of seniority, lowest to highest. The Employer shall have the right to make exceptions to this procedure where specific skills and experience are required.

If the Employer calls an employee in to work, and prior to the start of the shift, the employee cannot be fit for duty (e.g. lack of sleep, the employee has been drinking), or there is extenuating circumstance that prevents the employee from working determined by and based on the manager's discretion, then the employee shall immediately notify the person calling and shall suffer no consequences for failing to report. The employee shall have the right to find their own replacement for any mandated shift and the replacement shall receive mandation pay.

- (d) Employee changes schedule. When an employee requests a change in his/her posted work schedule, (s)he must first obtain permission from his/her Supervisor or designee before any change in the schedule is made. If it affects another employee, the schedule will not be changed unless mutual consent of the employees involved is obtained.
- (e) Employer changes work schedules or shifts. At the present time, work schedules are as recited herein, but nothing contained in the Agreement shall prevent the Employer from making desired changes in work schedules or shifts. Except as provided herein, the Employer agrees to give the Union at least four (4) weeks advance notice of any changes in work schedules or shifts when such is planned for the bargaining unit as a whole or specific units.

Current Work Schedules

- (a) Eight (8) hour shifts (usually five [5] days within seven [7] consecutive days).
- (b) Nine (9) hour shifts (usually four (4) days within seven (7) consecutive days).
- (c) Ten (10) hour shifts (usually four [4] days within seven [7] consecutive days).
- (d) Twelve (12) hour shifts (usually three [3] days within seven [7] consecutive days).

Section 21.3. Master Schedule Change:

If the Employer mandates a master schedule change and/or the Employer finds it necessary to change an employee's normal starting time on a regular ongoing basis, these changes shall not occur more than two (2) times per person in a twelve (12) month period or within six (6) months of a previous master schedule change. A four (4) week notice shall be given to the employee(s) and Union prior to implementation.

A master schedule is defined as a schedule of positions with hours per pay and work schedule. A copy of the schedule will be provided to each employee. When master schedules need to be changed or revised, the preference of probationary, temporary, on call or per diem employees shall not be given equal or greater priority than those of seniority employees.

- (a) When master schedules need to be changed or revised, only employees in the affected positions will be given the option of any newly created positions. Employees shall be given the list of newly created positions and will be allowed to specify a preference for the newly created positions. Priority will be given to bargaining unit employees based on seniority, high to low, in their current shift and status, when determining which employees to assign to any newly created positions. Effective January 1, 2021, status shall be defined as full-time, benefit eligible part-time, and non-benefit eligible part-time.

If the only position(s) available to the employee are either 1) not considered a reasonable offer under the definition of reasonable offer in the Layoff and Recall Section of this agreement, or 2)

if there are fewer options available than eligible employees, then the employee(s) will be able to have the option to exercise his/her rights under the layoff section of this agreement. If the employee exercises his/her rights under the Layoff section of this agreement, the employees options shall include the ability to bump into the unreasonable offer vacancy from the master schedule change, bump into a vacant bargaining unit position they are qualified to perform under the definition of qualified in the Layoff section of this agreement, or take the layoff .

(b) Changing an Employee's normal start time on a regular ongoing basis.

Employees in the same department and/or unit/cost center, on the affected shift will be offered the change on a voluntary basis, in seniority order, highest to lowest. In the absence of volunteers, changes in start time will be made in reverse order of seniority, lowest to highest. The Employer shall have the right to make exceptions to this procedure where specific skills and experience are required.

Individual Schedule change. Individual schedule change is to be used when the Employer has a need to change an individual's position's schedule and/or start time and is not intended for changes affecting more than one (1) employee. When making an individual schedule change, the Employer shall identify the least senior positions on the affected shift to change and notify that employee and the Union at least for (4) weeks in advance of the effective date. However, if the change eliminates the affected employee's shift and/or would cause the employee to take a position that does not meet the reasonable offer definition in the Layoff and Recall section of this agreement, the employee shall have the option of exercising his/her rights under the Layoff and Recall Section of this agreement. If the employee exercises his/her rights under the Layoff section of this agreement, the employees options shall include the ability to bump into the unreasonable offer vacancy from the master schedule change, bump into a vacant bargaining unit position they are qualified to perform under the definition of qualified in the Layoff section of this agreement, or take the layoff .

Section 21.4. Week-end Work:

- (a) Full-time employees shall not routinely be required to work more than one (1) out of every three weekends. This limitation shall not apply to Alternative Staffing Schedules as described in Section 21.10 or to employees who have voluntarily agreed to positions requiring additional weekend shifts.
- (b) If an employee has an unscheduled absence on more than one (1) weekend in a rolling six (6) month period, that employee may be required to make up the day(s) not worked in the second unscheduled absence. The make-up days shall be worked in the six (6) months following the second unscheduled absence. Being on-call counts as being required to work, rather than working a full regular shift for purposes of this section.

Section 21.5. Workweek:

- (a) The regular work period which is the pay period shall be eighty (80) hours, performed on ten (10) days of eight (8) hours each within a period of fourteen (14) consecutive days. The regular work period applies to a full-time employee and does not apply to a part-time employee who works on a schedule that may change from time to time for mutual accommodation.
- (b) The regular work period for employees on twelve (12) hour shifts shall be seventy-two (72) hours, performed on six (6) days of twelve (12) hours each within a period of fourteen (14) consecutive days.
- (c) The regular work period for employees on ten (10) hour shifts shall be eighty (80) hours performed on eight (8) days of ten (10) hours each within a period of fourteen (14) consecutive days.

- (d) This section does not preclude the Employer from making layoffs or reducing hours in accordance with this Agreement.
- (e) This section does not preclude the Employer from offering employees on twelve (12) hour shifts an additional shift to give them an eighty (80) hour pay period.

Section 21.6. Lunch and Break Period:

- (a) Employees shall receive a one-half (1/2) hour unpaid lunch period during each eight (8), nine (9), ten (10), or twelve (12) hour shift. An employee denied an uninterrupted lunch period will be paid for that time.
- (b) Break areas are provided in the Medical Center for employees to take their breaks.
- (c) Rest periods are limited to one ten (10) minute break for each four (4) hour work period. Employees on nine (9) or ten (10) hour shifts shall receive one ten (10) minute break and one fifteen (15) minute break. Managers may determine when employees are allowed to take breaks. Managers may require employees to be accessible for emergency situations. An employee is required to remain on the campus during breaks. Rest periods may be suspended in an emergency when determined to be necessary by the manager. Breaks not taken do not accumulate.
- (d) The same break period policies will apply equally to smokers and non-smokers. If a manager suspends break(s) during an emergency, (s)he may use good judgment in permitting a longer break later in the day.
- (e) An employee denied and uninterrupted thirty (30) minute lunch period shall be paid for that time. Managers shall use every attempt practicable to allow employees an uninterrupted thirty (30) minute lunch period away from the unit, so having the employees uninterrupted thirty (30) minute lunch period on the unit does not become a routine or customary occurrence, unless voluntary.

Section 21.7. Overtime Premium:

- (a) Employees working eight (8) shifts who are classified as 8 and 80 shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) in any one (1) workday or eighty (80) in a fourteen (14) day period. Employees working eight (8) hour shifts who are classified as forty (40) hour non-exempt shall receive time and one-half (1-1/2) after forty (40) hours in a seven (7) day work week.
- (b) Employees in a twelve (12) hour shift program who work thirteen (13) or more hours in any one workday shall receive overtime for all hours worked over thirteen (13) in a workday or over forty (40) in a seven (7) day work week. Employees will be eligible to receive overtime after twelve (12) hours in a workday with manager approval. If overtime after twelve (12) hours is denied by the manager, the employee may appeal that decision through the leadership chain of command.
- (c) Employees in a nine (9) hour shift program who work nine (9) or more hours in any one workday shall receive overtime for all hours worked over nine (9) hours in a workday or over forty (40) in a seven (7) day workweek.
- (d) Employees in a ten (10) hour shift program who work ten (10) or more hours in any one workday shall receive overtime for all hours worked over the ten (10) hours in a workday or over forty (40) in a seven (7) day work week.
- (e) Employees who work other than 8, 9, 10 or 12 hour shifts or who are regularly scheduled to work shifts which are a combination (i.e., some 8's and some 12's) shall receive overtime for any hours worked over forty (40) in a work week or any daily hours worked in excess of thirteen (13) in a day.

- (f) The classification of Dosimetrist is exempt from overtime. Other classifications may be considered exempt upon mutual agreement between the Union and the Employer.

Section 21.8. Workday:

A workday shall be defined as a twenty-four (24) hour period commencing at 6:00 p.m. and ending at 5:59 p.m. the next night. Employees whose shifts include 6:00 p.m. will be paid for the date on which they punch in.

Section 21.9. On Call:

- (a) Effective 10/8/2023,, on-call will increase to \$4.00 for each hour on-call. Employees currently receiving more for on-call shall continue to receive the higher rate.
- (b) Employees who are called in for hours outside of their scheduled hours shall receive a minimum of two (2) hours at time and one-half (1-1/2) their regular rate. Employees called in for hours inside of their scheduled hours shall receive straight time for a minimum of four (4) hours. There shall be no pyramiding of overtime that is due under Section 21.7, or otherwise in this Agreement.
- (c) Employees whose on-call time is adjacent to their regular shift and are required to stay beyond the end of the regular shift as the call person shall receive a minimum of two (2) hours at time and one-half (1 ½) their regular rate if the employee has punched out on or after his/her scheduled quitting time unless before his/her quitting time the employee has been advised that his/her services may be needed beyond and contiguous to his/her regular quitting time.
- (d) When taking "on-call" on a holiday, an employee budgeted for 70 hours or more per pay period will be paid time and one-half (1-1/2) when they are called in to work. An employee budgeted for less than 70 hours per pay shall be paid two and one-half (2-1/2) times when they are called in to work.
- (e) "On-call" assignments will be rotated among all employees of the same shift and unit except for weekend only employees (Baylor).
- (f) Each department needing an "on-call" system shall develop a Standard Policy reflecting any unique scheduling needs for that unit. Such Policy shall not be altered without advance agreement with the Union.
- (g) An employee on-call shall receive shift differential for working four (4) or more consecutive hours into the second or third shift.
- (h) Pagers shall be provided to bargaining unit employees when on call for work.
- (i) "On-call" pay and "called-in" pay shall not be paid simultaneously.
- (j) On-call Rest Period: Employees who are called into work between their scheduled shifts will be allowed to take time off to rest.
- (k) On-Call Rest Period (Fatigue Time). Fatigue time is unpaid time. The employee may request to use PTO to make up these lost hours. The employee shall be exclusively responsible for notifying the department timekeeper of their request to use PTO. If no such request is made the time off will be without pay. Employees who are called into work between their scheduled shifts will be allowed to take time off to rest. If an on-call employee is called in and feels he/she cannot safely return to work in less than eight (8) hours for his/her scheduled shift, the employee will promptly inform the Manager or designee that he/she is not able to report to work at the start of the shift. The Manager or designee may require the employee to report for the balance of their scheduled shift after the eight (8) hour period. The time off will not be counted against the employee for

attendance purposes. The employee will be allowed to access the call rooms if they are available and the employee chooses to utilize them. Employees assigned to weekend call may request fatigue time if they worked sixteen (16) hours or more within a twenty-four (24) hour period.

Section 21.10. Change in Definition:

- (a) If a Temporary Relief Employee works sixteen (16) or more hours per week for eight (8) consecutive weeks or more and/or thirty two (32) or more per pay period for four (4) pay periods or more within sixteen (16) pay periods performing bargaining unit work, then the Medical Center shall post a position for that unit and classification. The position shall be posted within fourteen (14) calendar days and filled in accordance with the INGHAM-wide posting process.
- (b) A non-probationary employee classified as a regular part-time employee who works more than sixty (60) calendar days at full-time hours shall accrue benefits commencing with the 61st day and shall continue during such full-time work schedule. Insurance coverage, however, shall commence only at the next available date after the 61st day consistent with the rules of the insurance carrier. After the 120th day the employee shall be considered a regular full-time employee.
- (c) Hours worked by new employees being trained in an established departmental orientation program or hours replacing bargaining unit employees who are on paid or unpaid leave shall not count towards the above. Hours worked in a vacant position which is posted shall not count towards the above.

Section 21.11. Alternative Staffing Schedule:

The Employer shall continue the practice of offering alternative staffing schedules which meet the needs of the department (i.e., weekend staffing, 7 on/7 off).

Section 21.12. Department Meetings:

The Employer will not mandatorily require an employee to attend more than four (4) department meetings per calendar quarter which are outside of the employee's regularly scheduled hours. This limitation shall not apply to continuing education, training, or other education meetings which are offered to all bargaining unit employees or are required to maintain basic competency in the specialty.

Section 21.13. Temporary Transfers to Different Shifts or Department/Units:

- (a) An employee will not be required to work a temporary assignment on a shift other than their regular assigned shift for a period longer than six (6) weeks in any one contract year unless the employee otherwise agrees. Assignment to other shifts when necessary will be on a rotation basis where possible. However, rotation does not apply to shift changes due to emergency situations, orientation or training, or employees regularly assigned to a variable shift schedule.
- (b) An employee may voluntarily offer to fill a vacancy in another department or unit they are qualified to work if the employer has a need for a temporary period of time not greater than twelve (12) weeks unless mutually agreed upon by the employer and the Union. The period of time for the temporary transfer shall be determined prior to the transfer. The employee must be available to assume the entire scheduled vacancy because of low census on his/her home unit.
- (c) If there is more than one (1) bargaining unit employee interested in the transfer, it shall be awarded to the most senior bargaining unit employee interested.
- (d) The vacancies must be positions that are being held due to FML or other types of leaves of absence unless mutually agreed upon by the Employer and Union.

- (e) The Employer may not utilize these temporary transfers in lieu of permanently filling a position that is vacant for any other reason than a leave of absence.

Section 21.14. LPN's Pulled to Different Units:

The Employer, whenever possible, will follow the following procedures when pulling LPNs to different units:

- (a) Volunteers solicited first.
- (b) If insufficient volunteers are obtained, employees from a designated unit will be assigned (pulled) on a rotation basis as equally as possible among the employees in the affected unit.
- (c) If a per diem LPN is assigned to a designated unit, the per diem LPN will be reassigned or cancelled before a bargaining unit employee is reassigned to another unit provided the bargaining unit employee can perform the duties assigned to the per diem LPN.
- (d) Except in unforeseen emergencies, a bargaining unit employee, scheduled at the Employer's request to work on her/his designated unit on a given day as extra time above her/his schedule, will not be reassigned to another unit unless he/she volunteers to be reassigned. The employee will be cancelled for that day before anyone is reassigned from that unit.
- (e) Prior to being pulled to a different unit an LPN employee shall receive cross training or orientation.
- (f) All units will have written shift routines available upon request for reassigned personnel. Reassigned employees shall be shown the location of key functions on the unit.

Section 21.15:

Every attempt will be made to avoid involuntarily transferring an employee to a different classification. In all instances of involuntary transfers to a different classification, the employer will provide an explanation of the circumstances surrounding the transfer.

Section 21.16:

Orientees shall not be used as regular staff unless the orientee has for that particular specialty demonstrated competency that is validated verbally or in writing by the orientee's preceptor to the contact nurse, charge nurse or departmental manager.

Section 21.17. Definition of Shift:

For the purpose of defining shift in the collective bargaining agreement, the definition shall be:

<u>SHIFT</u>	<u>START TIME</u>
Days	4:00 a.m. - 11:59 a.m.
Afternoons	Noon - 5:59 p.m.
Midnights	6:00 p.m. - 3:59 a.m.

Section 21.18. Change Time:

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

Section 21.19. Other Units:

Closed Units: The following are closed units, which is defined by those units where TECH Employees will not be involuntarily pulled from their unit. TECH Employees will not be pulled outside of the following units.

1. OR
2. Birth Place
3. Cath Lab

Article 22: SENIORITY

Section 22.1. Seniority Definition:

(a) In Bargaining Unit on 2/12/96.

1. For all employees in the bargaining unit on 2/12/96, seniority shall be defined as an employee's continuous length of service since the last date of hire with the Employer effective upon completion of the probation period.
2. This definition shall also apply to Sleep Practitioners who were in that classification on 1/1/2002 and Pulmonary Rehab Respiratory Care Practitioners who were in that class on 7/18/2002. (These services moved locations and became bargaining unit on those dates.)
3. Employees who fall under this definition of seniority are also subject to Sections 22.1 d, e and f below should they leave the bargaining unit.

(b) Not In Bargaining Unit on 2/12/96.

1. For all employees in the bargaining unit after 02/12/96, seniority shall be defined as the length of an employee's employment in a classification covered by this collective bargaining agreement commencing upon completion of the probationary period.
2. Employees who transfer into this bargaining unit from another bargaining unit with the Employer where he/she has attained five (5) or more years seniority, shall, after one (1) year in this bargaining unit, be granted seniority for fifty percent (50%) of the employees time in that previous bargaining unit.

(c) Temporary Relief Employee to Bargaining Unit. An employee in a temporary relief position in a classification covered by this collective bargaining agreement who then becomes a full-time or regular part-time employee in that classification shall, after completion of the probationary period, if any, shall be granted seniority for time spent in the classification but not to exceed one (1) year of seniority for service prior to entering the bargaining unit.

(d) Bargaining Unit to Temporary Relief Employee to Bargaining Unit. Those employees who terminate as full-time or regular part-time bargaining unit employees but remain employed with the Employer as a Temporary Relief Employee, upon re-employment as a full-time or regular part-time employee shall, after completion of the probationary period if any, be given fifty percent (50%) credit for the previous accumulated seniority and shall be granted seniority for time spent in the classification as a temporary relief employee but not to exceed one (1) year of seniority for service as a temporary relief employee.

(e) Transfers within Bargaining Unit. A bargaining unit employee who transfers from one classification to another shall, after being in the new classification for one (1) year, be given full credit for seniority to his/her last date of hire into a full-time or regular part-time position.

(f) Bargaining Unit to Non Bargaining Unit to Bargaining Unit. For a bargaining unit member who leaves the bargaining unit by taking a non-bargaining unit position other than a temporary relief position, and then returns to the bargaining unit within six (6) months, shall after being in a bargaining unit position for one (1) year, be given fifty percent (50%) credit for the previous accumulated seniority but shall not be given credit for any time in a non-bargaining unit position.

The Employer reserves the right to determine all conditions of employment for non-bargaining unit employees including the question of whether such employee may transfer back into the bargaining unit.

Section 22.2. Probationary Period:

Employees hired in the Technical Unit shall be considered as probationary employees for ninety (90) days of their employment (except for Technical temporary relief employees who have previously served a Technical bargaining unit probationary period). Any probationary employee hired prior to ratification, her/his probationary period shall end no later than ninety (90) calendar days from the date of ratification. If a probationary employee is absent from work seven (7) days or more during the probationary period, the probationary period may be extended for the equivalent number of days lost. When an employee completes the probationary period, (s)he shall be entered on the seniority list with his/her seniority among probationary employees. During the probationary period, an employee may be terminated by the Employer without recourse to the grievance provisions of this Agreement.

Section 22.3. Loss of Seniority:

An employee shall lose their seniority, and the employment relationship shall be terminated for 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. After such absence, the Employer will send written notification to the employee at his/her last known address that the employee has lost his/her seniority and that his/her employment has been terminated. A copy of such notice shall be furnished to the Union.
- (d) If the employee does not return to work when recalled from layoff as set forth in the recall procedure, unless other arrangements are agreed upon.
- (e) If the employee fails to return for three (3) consecutive days from approved sick leave, leave of absence, approved vacation or disciplinary suspension on the specified date of return approved by the Employer, unless the failure to return to work is for extenuating circumstances satisfactory to the Employer.

Loss of seniority for reasons listed in C & E above requires review by Human Resources and is subject to the grievance procedure.

- (f) If the employee is laid off from a bargaining unit position for a continuous period in excess of their recall rights (see Section 24.7) .

On-call work and temporary assignments are not considered recall from layoff and therefore do not interrupt the continuous period of recall rights.

- (g) The employee is on a non-worker's compensation disability leave for a period of twelve (12) consecutive months.

Section 22.4. Seniority List:

A list of bargaining unit employees with date of hire will be provided to the Union every six (6) months or as needed.

Section 22.5. Seniority Tie-breakers:

Where two or more employees have identical Union seniority dates, seniority rights shall be determined on the basis of the sum of the last four (4) digits of each employee's social security number with preference to the highest number. If the last four (4) digits tie then the last five (5) will be used.

Article 23: JOB POSTING AND BIDDING

Section 23.1. Job Posting and Bidding:

Permanent vacancies in the bargaining unit which are to be filled shall be filled using following procedures.

Section 23.2. Postings:

- (a) When a vacancy exists, the vacancy shall be posted electronically on the Employer's website.
- (b) Departmental postings shall be posted at an identified location at each unit for the seven (7) consecutive calendar days at the same time as the Hospital wide electronic postings are posted internally on the Employer's website beginning on Wednesday through the following Wednesday. However, if the employer receives approval for a position prior to the posting period identified above, the employer may post the position in the department prior to the above posting period but in no event can the employer post the position departmentally for less than seven (7) consecutive calendar days.
- (c) Any qualified departmental bargaining unit employee interested in the position shall indicate their interest by signing and dating the posting. The Employer is not obligated to contact a bargaining unit employee who is on paid or unpaid leave. However, if a bargaining unit employee on leave indicates in writing (no earlier than one week prior to the leave and no later than the end of the posting period) her/his interest in a shift or hours change, and such a position opens while that employee is on leave, her/his bid will be considered.
- (d) If there are qualified bargaining unit employees who indicate their interest in the position, the employer shall award the position at the end of the seven (7) consecutive day posting period from those that identified their interest.
- (e) The posting shall list the job classification, pay level, qualifications required, shift assignment, and department. The Union will receive a copy of all MGL-wide postings on a weekly basis.
 - 1. A bargaining unit position will not be posted externally unless it is also posted internally.
 - 2. If two or more qualified bargaining unit employees from the department apply for a position and they are relatively equally qualified the position shall be awarded to the bargaining unit employee with the greatest seniority.
- (f) Shift Change/Unit Change/Trade. The above process may be used when employees in the same department and classification want to trade shifts or unit provided one employee is willing to submit his/her position to the bidding process and accept the position he/she receives through the bidding process. For example, a full-time midnight shift LPN wants to trade with a full-time afternoon shift LPN in the same department. One of them would have to put their position up to the bidding process and accept the position which becomes available as a result of the bidding process. If the trade would involve employees moving from one supervisor to another the trade must also be approved by the supervisors involved.
- (g) Adding Hours to an Existing Position. An employee can drop existing hours upon mutual agreement between the employee and the manager. The job posting and bidding process shall be used if a manager decides to add hours to an existing position. For example, if an employee dropped an 8 hour shift then that shift would be put up to bid using the Posting Process. At the

manager's discretion, a series of shifts could be filled by either one employee or split among several employees and those options would be noted on the posting. The Employer is not obligated to award hours to an applicant from a different department or classification.

- (h) Temporary Fill Credit. Employees filling temporary vacancies or temporarily working out of their current classification shall not be given credit for ability and experience gained in the temporary position towards job qualifications if the employee later bids on the same classification or position on a permanent basis. However, nothing herein shall be construed to prohibit the Employer from giving such temporary 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.
- (i) If there are no qualified bargaining unit applicants from the department then the position shall be filled utilizing the MGL - wide process below.

Section 23.3. MGL-Wide Process:

- (a) Positions which are not filled through the departmental posting shall be awarded utilizing the MGL-wide process. The parties agree applicants shall be considered from the preference groups listed below which shall govern the awarding of the positions that are posted. If there is no qualified applicant in a preference group the employer shall move to the next preference group. Such positions shall be awarded to the most qualified applicant in the category. Qualifications shall be based upon experience, ability, skills, certification, and work record. Work records shall include any disciplines within the last nine (9) months which are in the employee's personnel file.
- (b) The parties agree that the following preference groups shall govern the awarding of positions, which are posted MGL-wide below:
 - 1. Department: Qualified bargaining unit applicants from within the department and classification in which the vacancy exists shall be considered first.
 - 2. Bargaining unit: Qualified bargaining unit applicants shall be considered next.
 - 3. Laid-off Employees: Qualified bargaining unit employees who have been laid off from Ingham and who retain seniority shall be considered next.
 - 4. All remaining applicants.
 - 5. If two or more applicants are found to be relatively equally most qualified and are in the same preference group listed above, the equally most qualified applicant with the greatest seniority shall be awarded the position.
- (c) Exclusions. Employees with current active Step 3 disciplines may be considered not qualified for a position.
- (d) Interview Process. A list of all qualified applicants who apply during the bidding period with name and seniority date will be provided to the hiring supervisor. The hiring supervisor shall interview at least the top three (3) most senior qualified applicants.
 - 1. The supervisor may interview and consider any qualified applicants in addition to the three (3) most senior qualified applicants at his/her discretion, but the three (3) most senior must be interviewed.
 - 2. 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.

- (e) Awarding of the Position. When there are one or more qualified candidates, the position shall be awarded within thirty-one (31) calendar days from the start of the first posting or within fourteen (14) calendar days after the end of the last posting period (whichever is longer), and transfers shall commence as soon as possible, provided however, if the award of such position would create a vacancy which could not be readily filled by a qualified employee, the award may be delayed to accommodate this problem, but in no event more than thirty (30) calendar days after the awarding of the position.
- (f) Definitions for Job Posting and Bidding.
1. Seniority: When comparing seniority for a technical bargaining unit position, seniority as defined by the technical contract shall be applied to all candidates.
 2. Department: Department, for the purposes of job posting and bidding, is defined as:
 - Physical Therapy Inpatient
 - Radiology (includes Vascular)
 - OR
 - Birth Place
 - Radiation Oncology
 - Cath Lab
 - Respiratory
 - Bio Med Clinical Engineering
 - Sleep Lab
- (g) All other units shall be considered separate departments unless mutually agreed to by the Union and the Employer.
- (h) If a new unit is created it will be considered a separate department until the parties determine placement in a department.
1. Unit: A unit is a cost center and may be part of a department rather than the entire department.
 2. Classification: Positions that have the same or similar functions and are generally similar in job responsibilities and qualifications as such relates to education, experience, and licensure/certification.

Section 23.4. MGL Internal Transfers:

- (a) Trial Period/Bargaining Unit. All bargaining unit employees or per diem employees who have previously served a bargaining unit probationary period who are awarded a position under the posting procedure shall serve a job trial period of sixty (60) calendar days. If the employee's performance is not satisfactory during this period, or if the employee requests to return to her/his former position based upon legitimate, job-related reasons, the employee shall be returned to her/his former job classification and shift, and all secondary awards of jobs shall likewise be cancelled if necessary. If any employee is absent from work seven (7) days or more during the trial period, the trial period, may be extended for the equivalent number of days but not to exceed fourteen (14) calendar days.
- (b) Probationary Period. All other employees who are awarded a bargaining unit position under the MGL-wide posting procedure shall serve a ninety (90) day probationary period as defined in Section 22.2

(c) Bargaining Unit to Non-Bargaining Unit

1. A bargaining unit employee who is awarded a position outside of the bargaining unit and who requests to return to her/his former position within thirty (30) calendar days based upon legitimate, job related reasons shall be returned to her/his former position if it is still available and has not been awarded to another employee.
2. A bargaining unit employee who is awarded a position outside of the bargaining unit who does not satisfactorily complete the trial/probation period for that position shall be considered a laid-off employee for job posting purposes. Such employee shall not be granted severance, bumping or recall rights under this contract.

Article 24: LAYOFF

New Full-time and Part-time definitions as defined under §1.3 Definitions will become effective January 1, 2021.

Section 24.1. Layoff:

- (a) A layoff means a reduction of positions in the bargaining unit in any classification within a unit. The Employer shall determine the number of positions to be reduced in each classification, in each unit, and on each shift. An employee about to be indefinitely laid off shall be given seven (7) days advance notice or, in lieu thereof, wages (s)he would have earned during the seven (7) day period but for the layoff. For informational purposes, the Union shall receive a copy of the layoff notice and a list which contains the classifications, status, department, unit and shift where the layoff is to occur.
- (b) A layoff may be for a temporary period of time of thirty (30) calendar days. Any layoff designated as temporary shall be deemed indefinite as of the 31st calendar day. Temporary layoffs shall not be used in lieu of discipline or indefinite layoffs. Temporary layoffs will not be used in a unit that is using per diems or agency personnel on that shift. Employees shall not have bumping rights during a temporary layoffs.

Section 24.2. Order of Layoff:

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

- (a) All probationary employees in the classification in the unit shall be laid off first.
- (b) Voluntary layoffs may be accepted within the classification and unit affected. Should there be more volunteers than needed, requests of employees will be granted based on seniority, provided there is no adverse impact as determined by the department manager. An employee who elects a voluntary layoff shall have no bumping rights, and is subject to recall provisions of this policy.
- (c) Regular employees in the classification in the unit and in the employment status on the affected shift shall be laid off in the reverse order of their seniority. Effective January 1, 2021, status shall be defined as full-time, benefit eligible part-time, and non-benefit eligible part-time.

Section 24.3. Bumping:

All Technical bargaining unit employees who are not on a temporary layoff and who have not elected voluntary layoff may bump subject to the following terms and conditions. All bumps must be by Technical bargaining unit employees and within the Technical bargaining unit with the exception of "g" below.

(a) Within Unit. At the employee's option, if the employee who position in the unit and classification is not the least senior he/she may bump the least senior employee in the unit and classification regardless of shift or status except that a full time employee may bump the least senior full time employee and work the required hours of the position. If the employee does not wish to bump within the unit he/she may bump in the classification per (b) below.

1. A part-time employee may not bump a full-time employee but may bump into a full time vacancy, provided that if a full time employee has been laid off on the same day the full time employee has first choice of full time vacancies.
2. Effective January 1, 2021, a benefit eligible part-time employee or a non-benefit eligible part-time employee may not bump a full-time employee but may bump into a full-time vacancy, provided that if a full time employee has been laid off on the same day the full time employee has first choice of full time vacancies. In addition, if a benefit eligible part-time employee and a non-benefit eligible part-time employee are laid off on the same day, the benefit eligible part-time employee has first choice on full-time vacancies.
3. Effective January 1, 2021, a non-benefit eligible part-time employee may not bump a benefit eligible part-time employee but may bump into a benefit eligible part-time vacancy, provided that if a benefit eligible part-time employee has been laid off on the same day the benefit eligible part-time employee has first choice of benefit eligible part-time vacancies.
4. A position vacancy is considered the least senior position for purposes of bumping. If there is more than one vacancy the employee may choose the position.
5. An on-call or ESP may not bump a regular part-time or full-time employee.
6. If a vacant position exists and it is a reasonable offer, the employee is required to accept the bump. Failure to accept a reasonable offer of a vacant position is considered a voluntary resignation and the employee will be terminated.

(b) Within Department. At the employee's option, if the employee whose position in the department and classification is not the least senior he/she may bump the least senior employee in the department and classification in a position in which he/she is considered qualified regardless of shift or status except that a full-time employee may bump the least senior full-time employee and work the required hours of the position. If the employee does not wish to bump within the department he/she may bump in the classification per (c) below.

1. A part-time employee may not bump a full-time employee but may bump into a full time vacancy, provided that if a full time employee has been laid off on the same day the full time employee has first choice of full time vacancies.
2. Effective January 1, 2021, a benefit eligible part-time employee or a non-benefit eligible part-time employee may not bump a full-time employee but may bump into a full-time vacancy, provided that if a full time employee has been laid off on the same day the full time employee has first choice of full time vacancies. In addition, if a benefit eligible part-time employee and a non-benefit eligible part-time employee are laid off on the same day, the benefit eligible part-time employee has first choice on full-time vacancies.
3. Effective January 1, 2021, a non-benefit eligible part-time employee may not bump a benefit eligible part-time employee but may bump into a benefit eligible part-time vacancy, provided that if a benefit eligible part-time employee has been laid off on the same day the benefit eligible part-time employee has first choice of benefit eligible part-time vacancies.

4. A position vacancy is considered the least senior position for purposes of bumping. If there is more than one vacancy the employee may choose the position.
5. An on-call or ESP may not bump a regular part-time or full-time employee.
6. If a vacant position exists and it is a reasonable offer, the employee is required to accept the bump. Failure to accept a reasonable offer of a vacant position is considered a voluntary resignation, and the employee will be terminated.

(c) Within Classification. An employee who has received a layoff notice will bump, subject to the following conditions and circumstances. A laid off employee may bump the least senior employee in the same classification in a position in which he/she is considered qualified, regardless of shift and/or status, and work the required hours of the position provided that the employee has greater MGL seniority except that a full time employee may bump the least senior full time employee.

1. A part-time employee may not bump a full-time employee but may bump into a full time vacancy, provided that if a full time employee has been laid off on the same day the full time employee has first choice of full time vacancies.
2. Effective January 1, 2021, a benefit eligible part-time employee or a non-benefit eligible part-time employee may not bump a full-time employee but may bump into a full-time vacancy, provided that if a full time employee has been laid off on the same day the full time employee has first choice of full time vacancies. In addition, if a benefit eligible part-time employee and a non-benefit eligible part-time employee are laid off on the same day, the benefit eligible part-time employee has first choice on full-time vacancies.
3. Effective January 1, 2021, a non-benefit eligible part-time employee may not bump a benefit eligible part-time employee but may bump into a benefit eligible part-time vacancy, provided that if a benefit eligible part-time employee has been laid off on the same day the benefit eligible part-time employee has first choice of benefit eligible part-time vacancies.
4. A position vacancy is considered the least senior position for purposes of bumping. If there is more than one vacancy the employee may choose the position.
5. An on-call or ESP may not bump a regular part-time or full-time employee.
6. If a vacant position exists and it is a reasonable offer, the employee is required to accept the bump. Failure to accept a reasonable offer of a vacant position is considered a voluntary resignation and the employee will be terminated.

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

<u>SHIFT</u>	<u>START TIME</u>
Days	4:00 a.m. - 11:59 a.m.
Afternoons	Noon - 5:59 p.m.
Midnights	6:00 p.m. - 3:59 a.m.

(e) Outside of Classification. If there is no position available within the same classification INGHAM wide, an employee may bump into an equal or lower-rated classification regardless of shift or

status in which he/she is qualified provided that the employee has the greater seniority and qualifications and present ability to perform the required work. If there is more than one classification at the same pay rate that the employee is qualified to perform the employee shall bump into the classification held by the least senior incumbent. The employee will then bump into the position of the least senior employee in the identified classification.

- (f) An employee who bumps into another classification shall receive the rate of pay of the classification that gives the least decrease in pay.
- (g) A Technical bargaining unit employee who takes a position in the RN bargaining unit and whose position is eliminated during the first year in that position who is not offered a bump in the RN unit may bump the least senior employee in the employee's former classification regardless of shift or status.

Section 24.4. Miscellaneous Layoff Provisions:

- (a) An employee exercising such bumping rights must do so within two (2) working days after receipt of layoff notice. If the employee chooses not to exercise bumping rights, (s)he shall remain on layoff until recalled to a position considered a reasonable offer (see definitions).
- (b) Upon request to the Employer prior to the date of layoff, a laid off employee may be placed on a list for temporary relief call-in. Such employees will be given preference over other temporary employees, provided such laid off employees are available and have the present ability and experience to perform the required work.
- (c) A Union Steward shall head the seniority list in his/her classification for the units he/she serves as steward relative to layoff or being bumped. Outside of the units covered by the steward regular seniority shall apply.
- (d) The Chief Steward shall head the seniority list in her/his classification bargaining unit wide relative to layoff, being bumped or bumping.
- (e) Seniority tie-breakers among stewards use Section 22.5.
- (f) Employees shall not be required to accept a position which is not a reasonable offer.
- (g) Employees on an approved leave of absence may be allowed to exercise their seniority rights, if any, upon return in event there has been a layoff during the employee's leave of absence. This provision shall be construed consistent with the Section on Return From Leave.
- (h) If a concurrent layoff occurs within a classification, the most senior employee will be given first choice of positions based upon seniority.
- (i) An employee may bump into only one position (e.g. cannot bump two part-time positions to make full-time position).
- (j) An employee who bumps into another department as a result of a layoff shall be considered to be from their original department when applying for a vacancy in the original department for a period of one year after the layoff date. It shall be the employee's responsibility to check the departmental postings and initiate the request through the internal transfer process.
- (k) A technical employee who bumps a team leader would not automatically become a team leader

Section 24.5. Definitions for Layoff and Recall:

- (a) Seniority: Seniority shall be as defined in Section 22.1 except that for recall, seniority shall be defined as an employee's continuous length of service since the last date of hire with the Employer effective upon completion of the probationary period.
- (b) Unit: A single cost center which is a department or part of a department.
- (c) Classification: As listed in Section 1.1 of this Agreement and to include any new classifications created in the Technical Bargaining Unit.
- (d) Reasonable Offer: Similar classification, budgeted hours, shift, and same pay status (PT/FT), etc. (Temporary positions are not considered bona fide vacancies.). Similar budgeted hours is defined as plus or minus 10%. A 7 on/7 off position shall not be a reasonable offer unless the employee was laid off from a 7 on/7 off position. Effective January 1, 2021, status shall be defined as full-time, benefit eligible part-time, and non-benefit eligible part-time.
- (e) Departments with multiple units for purposes of layoff are defined as:
 1. Rehab Services
 2. Radiology
 3. Respiratory
 4. Surgical Services

Floats who are assigned to a unit are considered part of the Department that the Unit they are assigned to belongs.

All other units shall be considered separate departments unless mutually agreed to by the Union and the Employer.

If a new unit is created it will be considered a separate department until the parties determine placement in a department.

- (f) Qualified: An employee who possesses the appropriate knowledge, experience, education, skills, and other qualifications as may be defined by management or who can be trained within a reasonable period of time (90 days).
- (g) Full-time Employees. For purposes of these sections, a full-time employee is an employee whose schedule of work usually consists of sixty (60) hours for more during the two (2) week pay period.
- (h) Regular Part-time Employee. For purposes of these sections, a regular part-time employee is an employee whose schedule of work usually consists of less than sixty (60) hours, but more than thirty-one (31), during the two (2) week pay period.
- (i) Effective January 1, 2021, the regular full-time and part-time definition shall become:
 1. Full-Time Employee. A full-time employee is an employee whose schedule of work usually consists of seventy (70) hours or more during the two (2) week pay period.
 2. Benefit Eligible Regular Part-Time Employee. A benefit eligible regular part-time employee is an employee whose schedule of work usually consists of less than seventy (70) hours, but more than thirty-nine (39), during the two (2) week pay period.
 3. Non-Benefit Eligible Regular Part-Time Employee. A non-benefit eligible regular part-time employee is an employee whose schedule of work usually consists of less than forty (40) hours, but more than thirty-one (31), during the two (2) week pay period.

Section 24.6. Benefits Upon Layoff:

- (a) An employee who is placed on layoff will be allowed to make use of any PTO conversion benefits if eligible.
- (b) 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 portion of the premium paid for by the Employer continued for three months beyond the calendar month in which the employee is laid off.

Section 24.7. Recall:

When positions become available, qualified employees on layoff who were laid off from positions in the classification and department in which the vacancy occurs shall be recalled in the reverse order of the procedure followed for layoff.

Additionally, upon request of the employee, an employee who has bumped or been recalled to a different classification, unit, shift or status may elect to return to his/her former classification, unit, shift or status, if it becomes available within ninety (90) days of the original layoff date. Notice of recall may be made by telephone, but official notice shall be by certified mail, return receipt requested, sent to the employee's address on file with the Employer. It shall be the sole responsibility of an employee to keep his/her current telephone number and address on file with the Employer and to notify Human Resources if they plan to be out of town or otherwise unable to be reach for three (3) or more days. The Employer shall give the employee five (5) days written notice in advance of the day (s)he is to return to work. The Employer and the employee may arrange a later start date due to personal circumstances (i.e., child care, elder care). If the employee fails to report for work as scheduled, the employee shall be considered a voluntary quit.

The most senior employee with recall rights will be contacted first regarding vacancies. If there are other laid off employees qualified to fill the vacancy, the most senior employees may be allowed to decline without being terminated. If the vacancy is not a reasonable offer, the employee may be allowed to decline without being terminated.

- (a) Recall Rights:
Hire to 5 years = 1 year or length of seniority whichever is less
5 years or more = 2 years

Interpretive Statement: Employees on layoff status will be recalled only to their original department and classification. The Human Resources Department will be responsible for notifying employees of recall rights when vacancies occur. Recall rights with automatic recall to the original department and classification are retained for the entire length of layoff status per Section 24.7 (a). All other vacancies for which the laid off employee may be interested require the employee to bid using procedures defined in Job Posting and Bidding (Section 23.1).

Employees who bumped into positions outside their unit, shift and/or status may elect to return to their former unit, shift or status if it becomes available within 90 days of the original layoff date. Employees must notify Human Resources of their interest in returning to their former position if it becomes available. If employees do not notify Human Resources, it will be assumed that the employee wished to remain in his/her new position rather than return to his/her former position.

Section 24.8. Layoff Allowance:

Laid off employees shall receive allowance of one week's pay for each full year of service with a minimum of 2 weeks pay, with 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.

Section 24.9. Temporary Fill-In/On-Call List:

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

Full time employees shall not have their bumping rights limited under 24(3) (a) (b) and (c) by virtue of the existence of vacancies.

Article 25: WAGES

Section 25.1. Determination of New Hire Wages:

- (a) Individuals who meet the minimum requirements for the position in terms of experience, education, and special requirements will generally be offered the starting rate of pay for that position.
- (b) Individuals will generally be credited with one year experience for every two years of relevant or direct experience. When necessary to successfully recruit for a position, one year of experience for each year of direct experience may be credited. If a new hire is brought into a unit at a step equal to or higher than other employees in that unit in that classification who have the same or more relevant work experience, then those employees will be adjusted up the steps so that they make more than the new hire. The Employer shall make the initial determination as to what is relevant work experience. Disputes are subject to the grievance procedure but the Union shall have the burden of establishing that the Employer was arbitrary or capricious in its determination.

Section 25.2. Determination of Transfer of Wages:

- (a) Employees transferring to a lower graded position generally will be placed within the range based upon years of service.
- (b) Employees transferring to higher graded positions generally receive a pay increase as follows:
 - 1. If an employee moves to a job in a higher pay grade (promotion), they will go to at least the minimum pay rate of the new pay grade.
 - 2. If an employee moves to a job in a higher pay grade and their pay rate is higher than the minimum of the new pay grade, they will receive a promotional increase (percentage) equal to one-half the percentage difference of the midpoints rounded to the next step.
 - 3. The higher of 1 or 2 will be granted.

Section 25.3. Certification/Registration Career Ladder:

- (a) Movement within any classification from uncertified to certified or unregistered to registered shall be automatic upon attainment of certification or registry.
- (b) New rates of pay shall be in accordance with Section 25.2, (b), above.

Section 25.4. Shift Premium:

- (a) The following shift differentials shall apply:

	Works a majority of hours between 3:00 p.m. and 11:30 p.m.	Works a minimum of four (4) continuous hours between 3:00 p.m. and 11:30 p.m.	Works a majority of hours between 11:00 p.m. and 7:30 a.m.
First Full Pay Period following ratification	\$2.75 per hour for all hours worked	\$2.75 per hour for all hours worked after 3:00 p.m.	\$3.00 per hour for all hours worked
October 2024	\$3.00 per hour for all hours worked	\$3.00 per hour for all hours worked after 3:00 p.m.	\$3.25 per hour for all hours worked
October 2025	\$3.25 per hour for all hours worked	\$3.25 per hour for all hours worked after 3:00 p.m.	\$3.50 per hour for all hours worked

Section 25.5. Wages for Temporary Transfers:

- (a) Employees may volunteer to be temporarily assigned to work in another classification. When a temporary assignment is for 50% or more of a shift, the employee shall be compensated from the first hour of such assignment at the rate of 5% above his/her base hourly rate. If an employee is temporarily assigned to work in a lower classification, the employee will suffer no reduction in pay.
- (b) HTV team members shall receive a \$10.00 per hour premium to their base wage when performing any HTV case.
- (c) Non-HTV team member surgical technicians shall be paid the \$2.00 premium when working on any HTV case.
- (d) HTV cases shall be defined as any heart, thoracic or vascular case.

Section 25.6. Pay Scale and Raises:

- (a) Increase Following Ratification: The wage scale in Appendix A has a series of increasing pay rates beginning at Step 1.
- (b) Wage-Range Adjustments:
 - 1. Effective the first full pay period October 2023 , there will be a 3.0% range adjustment.
 - 2. Effective the first full pay period in October 2024, there will be a 3.0% range adjustment.
 - 3. Effective the first full pay period in October 2025, there will be a 3.5% range adjustment.
 - 4. Effective the first full pay period in October 2026, there will be a 4.0% range adjustment.
- (c) Increases During the Term of the Agreement:
 - 1. Step Increases: Effective the first full pay period of October in each subsequent year, those employees who are not at the top of the wage scale will progress one step in the range.
 - 2. Top of Scale Bonus: Effective the first full pay period of October in each subsequent

year, employees who are at top of scale in October of any contract year will receive a 2.0% lump sum bonus.

- (d) Dosimetrist 1, 2, 3: The Dosimetrist is considered to be on a merit-based pay scale. The dosimetrist shall receive the following increases: three percent (3%) in October 2023, three percent (3.0%) in October 2024, three and a half percent (3.5%) in October 2025, and four percent (4.0%) in October 2026. Pay ranges will be reviewed annually and adjusted based on market conditions based on the Employer's discretion. The pay range will not be decreased. When an employee in a Dosimetrist classification meets the minimum qualifications of a higher classification (Dosimetrist 2 or Dosimetrist 3), the employee will progress to that classification at the beginning of the next pay period.
- (e) Radiation Therapist 1, 2, 3: The Radiation Therapist 1, 2, 3 is considered to be on a merit-based pay scale. The Radiation Therapist 1, 2, 3, shall receive the following increases: three percent (3%) in October 2023, three percent (3.0%) in October 2024, and three and a half percent (3.5%) in October 2025, and four percent (4.0%) in October 2026. Pay ranges will be reviewed annually and adjusted based on market conditions based on the Employer's discretion. The pay range will not be decreased. When an employee in a Radiation Therapist classification meets the minimum qualifications of a higher classification (Radiation Therapist 2 or Radiation Therapist 3), the employee will progress to that classification at the beginning of the next pay period.
- (f) The rates in Appendix "A" shall go into effect the first full pay period following ratification.

Section 25.7. Weekend Differential:

- (a) 3% weekend differential will be paid.
- (b) Weekend hours are hours worked on any shift beginning at or after 6:30 p.m. Friday through shifts ending at 11:30 p.m. Sunday.
- (c) Schedules shall not be arbitrarily changed to avoid paying weekend shift differential.

Section 25.8. Definition of Weekends:

- (a) Managers of the units will determine whether weekend is defined as Friday-Saturday, or Saturday-Sunday, and priority shall be given in units not census driven to define as Friday-Saturday. Every attempt will be made to make decisions based on input of the unit employees, but ultimate decision rests with the manager.

Section 25.9. Tech Team Leaders Premium:

- (a) Employees who are assigned to be Team Leaders shall receive an additional \$2.50/hour for all hours worked.

Section 25.10. Special Studies Monitor Premium:

- (a) Registered Cardiovascular Techs who are now and who are selected to be Monitors shall be paid \$1.00/hour. This role shall be limited to one monitor per 10 hour shift. If the shift exceeds 10 hours, the monitor premium will cease.

Section 25.11. Respiratory Therapists Assigned to the ED:

- (a) Effective the first pay period following ratification, Respiratory Therapists who are assigned on a weekend to provide their regular job duties to the ED shall receive an additional \$1.00/hour to that shift.

Section 25.12. Weekend Employees:

When the Employer determines a need to post a weekend only position, the following will apply:

- (a) A weekend employee may take one scheduled weekend off per quarter as approved by her/his manager.
- (b) Full-Time Weekend Only Employees:
 - 1. Employees hired into a full time weekend only position shall commit to work 72 hours per pay period between 7:00 a.m. Friday and 7:00 a.m. Tuesday.
 - 2. These employees shall receive an additional \$4.00 per hour for all hours worked between these hours. A full time weekend only employee shall not receive full time weekend differential for any hours when he/she receives the \$4.00.
 - 3. A full time weekend only employee shall receive other benefits, including shift differential under the same terms as other bargaining unit employees.
- (c) Part-Time Weekend Only Employee:
 - 1. Employees hired into a part time weekend only position shall commit to work 48 hours per pay period between 7:00 a.m. Friday and 7:00 a.m. Tuesday.
 - 2. Part Time weekend only employees shall receive a premium of fifty percent (50%) of their base hourly rate for each weekend hour worked. Part time weekend only employees shall not receive weekend differential for any hours s/he is receiving the 50% premium.
 - 3. Part Time weekend only employees shall receive benefits under the same terms as other part time bargaining unit employees budgeted to work 48 hours per pay period except part-time weekend only employees will not receive PTO.

Article 26: LOW CENSUS DAYS OFF

Section 26.1:

In lieu of using the layoff procedure set forth in this Agreement, Management has the right, when there is more staff than needed on a particular day because of low census, to reduce the number of employees working or scheduled to work on each shift. Prior to granting an LCDO to regularly scheduled bargaining unit staff, mandated staff would be given the first option of being cancelled for the shift. Volunteers will be sought from among bargaining unit employees in the Department in the classification on that shift. If there are more than enough volunteers, the LCDO's shall be awarded according to seniority, high to low.

When no employee volunteers to take a LCDO, the LCDO shall be mandated to the low senior employee in the Department in the classification on that shift.

Section 26.2:

As an alternative, the LCDO shall be rotated among qualified bargaining unit staff in the affected classifications and department. This can only occur if the department has, by majority employee vote conducted by the Union, decided to use rotation instead of seniority.

Section 26.3:

The method of rotation must be decided at the time of the vote, and will be in effect for the life of this Agreement. The Employer must be notified by the Union that a particular department is using the rotation method voted in by that department's employees.

Section 26.4:

For LCDOs, departments are split into their individual units.

- (a) ICU shall be treated as one department for LCDO's.
- (b) Sports Med/Outpatient PT will be treated as one department for the purpose of LCDO's.
- (c) Inpatient PT and Ortho will be treated as one department for the purpose of LCDO.
- (d) If a new department or unit is created, it will be considered separate, until the parties determine placement.

Section 26.5:

LCDO shall not be used in lieu of discipline or indefinite layoffs.

Section 26.6:

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

Section 26.7:

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

Section 26.8:

The low senior employee who volunteers to take a LCDO may be required to be on-call, by pager or phone, during part or all of her/his shift time. Employees will be notified the period of time that they will be expected to be on-call at the time volunteers are solicited.

Section 26.9:

An employee required to take an LCDO shall not be required to be on-call for the remainder of the shift.

Section 26.10:

No employee shall be required to take an LCDO if an agency employee or a per diem employee is working in that Department and on that shift.

Section 26.11:

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

Section 26.12:

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

Section 26.13:

A LPN mandated a LCDO that is not the least senior LPN working that shift in house, shall have, at their discretion, the right to bump the least senior LPN working and work the hours and unit of the least senior LPN. This shall exclude LPN's typically assigned to a unit, which includes the LPN's, in writing or practice, under an officially closed unit guideline protocol.

Section 26.14:

These sections supersede previous policies or practices, either house wide or departmental, on VTO's/EVTOs/GDOs/HRDOs/POEs/GTOs.

Article 27: DISCIPLINE

Section 27.1. Discipline:

The Employer subscribes to the policy of corrective discipline, but severe discipline, including discharge, may be appropriate for infractions or conduct of a serious nature. All discharges or disciplinary suspensions without pay shall be for just cause.

The Employer understands that any time a meeting is held with an employee that is disciplinary or could reasonably lead to discipline, the employee has the right to have a Union steward present. Upon request by the employee, a Union steward shall be present for such discussion.

For informational purposes only, a copy of all Step 2, 3, and 4 disciplinary actions shall be furnished to the Union office within two (2) days, excluding Saturday, Sunday and holidays.

The Employer shall tender any counseling memo or impose any discipline within seventeen (17) working days of the Employer becoming aware of the events leading to the counseling or discipline.

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

Section 27.2:

When an employee has maintained a record free of discipline for nine (9) months immediately prior to an incident where discipline is being considered, the Employer will not consider any previous discipline (excluding discipline for substance abuse or sexual harassment) in rendering discipline for the current incident. Discipline issued more than thirty-six (36) months prior shall not be considered in rendering discipline for a current incident, regardless of the existence of any active discipline, unless they demonstrate a pattern of the same or substantially similar misconduct.

Section 27.3:

The Employer's policy on absenteeism and tardiness may call for a shorter period than the above-referenced nine (9) months.

Article 28: MISCELLANEOUS

Section 28.1. Captions:

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

Section 28.2. Duplication of Agreement:

The Employer agrees to pay for the duplication on this Agreement in sufficient copies for distribution to Union membership.

Section 28.3. Parking:

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

Section 28.4. Medical Examinations:

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

Section 28.5. Ancillary Benefits:

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

- (a) Payroll deductions (for example, but not limited to, flexible spending accounts, Employer approved promotional events).
- (b) Direct deposit
- (c) Mileage

Section 28.6. Special Conferences:

- (a) The Union and the Employer agree that important matters pertaining to both parties' interests may be discussed at special conferences at the request of either party and with the agreement of both parties.
- (b) Arrangements for special conferences shall be made in advance and an agenda shall be presented at the time the conference is requested.
- (c) Special conferences may be held to clarify items in the Collective Bargaining Agreement. Special conferences may not be used to continue negotiations or to modify the Collective Bargaining Agreement.

Section 28.7. Retracting Resignation:

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

Section 28.8. Job Description:

Each employee shall, upon request, be given a job description which shall list the substantial responsibilities of the job.

The Employer agrees to provide the Union with copies of the job descriptions for the bargaining unit classifications. For informational purposes, the Employer will notify the Union when it makes any changes in those job descriptions.

Section 28.9. Employee Evaluations:

Employees shall generally be evaluated in writing annually. The evaluation of employees is the sole responsibility of the Employer. An employee evaluation shall be placed in the employee's personnel file. An employee shall be given the opportunity to read the evaluation and shall sign it to signify that (s)he has read it. An employee may file a statement of not more than three (3) pages covering any points of disagreement.

The performance evaluation meeting will not be used to conduct a disciplinary investigation or issue disciplinary action.

Section 28.10. Successors:

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

Section 28.11. Staffing Plans:

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

Section 28.12. Uniform Changes:

Uniform changes will be limited to no more than once every three years. When there is a change, employees and the union will be given six (6) months' notice prior to the implementation date. The six (6) month notice shall clearly identify what the uniform change will consist of. When a change is made the Employer shall reimburse each employee for the cost of two (2) uniforms. The Employer shall pay for all mandated logos for employee apparel.

Section 28.13. Dress Code Changes:

Dress code changes that require employees to wear specific article(s) of clothing will be considered a uniform change. A Uniform Change is not considered any change in a departmental or MGL policy/procedure that specifies the correct manner of dress while on the premises of the institution (or specifies what manner of dress is prohibited) or one which is dictated by infection control considerations.

Section 28.14. Labor-Management Committee:

Meetings will be held quarterly between the President of OPEIU, Local 459, and the CEO of MGL, with others invited by mutual agreement.

The purpose of these meetings is to improve employee morale and listen to issues important to each party. These meetings may not be used to continue negotiations or to modify the Collective Bargaining Agreement.

Article 29: CONFERENCES, EDUCATION, CERTIFICATION

Section 29.1. Conferences:

Department managers will assist employees in locating opportunities to obtain CEUs.

If departmental seminar and conference budgets permit, bargaining unit employees may apply to their managers for approval of seminars which offer CEUs applicable to their professional certifications, registry, and/or licensure. Approval or disapproval of seminar fees will be at management discretion and subject to the availability of funds.

Section 29.2. Certification, Registry, Re-certification, Re-Registry:

Bargaining unit employees shall receive a one-time reimbursement for the exam fee/certification, re-certification, registry, re-registry renewal for the successful completion of one pre-approved professional certification, recertification, registry, re-registry as listed below in this Section titled "Approved Professional Certifications."

Section 29.3. Required:

If a seminar, conference, educational, training programs or other course is required by the manager, the employee would be in pay status while attending. The Employer shall pre-pay all costs associated with the program that are able to be pre-paid. The intent is to minimize out of pocket payments by the Employee to attend required seminars and training. Covered expenses paid by the employee that are not able to be pre-paid shall be reimbursed to the Employee.

Section 29.4. Payment Requests:

Requests for payment/reimbursement under the above Sections must be submitted to the department manager along with proof of successful completion of the exam, certification, recertification, registry, re-registry or CEU. Required certification, such as BCLS and ACLS that are offered by the Employer to

employees in-house are not eligible for reimbursement from an outside vendor nor will the employee be paid for attendance in an outside vendor program.

Approved Professional Certifications

Anesthesia Technician/Technologist Certification
ARRT Post - Primary Pathway Registry in Bone Densinometry
ARRT Post - Primary Pathway Registry in Breast Sonography
ARRT Post - Primary Pathway Registry in Cardiac - Interventional Radiography
ARRT Post - Primary Pathway Registry in CT
ARRT Post - Primary Pathway Registry in Magnetic Resonance Imaging
ARRT Post - Primary Pathway Registry in Mammography
ARRT Post - Primary Pathway Registry in Sonography
ARRT Post - Primary Pathway Registry in Vascular - Interventional Radiography
ARRT Post - Primary Pathway Registry in Vascular Sonography
Cardiovascular Invasive Specialist
Certified Pulmonary Function Technologist (CPFT)
Orthopedic Technologist Certification
Registered Pulmonary Function Technologist (RPFT)
Registered Respiratory Therapist - Asthma Certification
Registered Respiratory Therapist - Critical Care Certification
Registered Respiratory Therapist - Neo-Natal/Pediatric Certification
Surgical Technologist - Cardiovascular Certification
Surgical Technologist - Orthopedic Certification

This list can be modified by mutual agreement of the parties.

Article 30: ATTENDANCE

Section 30.1:

The parties agree that regular attendance is necessary for quality patient care and affects department productivity and morale. In this regard the parties strive to provide a positive absenteeism control program to determine the underlying reason for absenteeism and to work out effective methods of encouraging good attendance habits.

Section 30.2. Perfect Attendance Award:

- (a) Employees who have maintained a record free of any absence, except for those absences that are a result of an approved FML, in any immediate back rolling in a rolling six (6) month period will be eligible to be paid an amount equal to one shift of pay at the employees straight time hourly rate of pay for full-time employees and one half (1/2) shift of pay at the employee straight time hourly rate of pay for part time employees. The employee shall have the choice of the receiving the bonus as pay or banking the equivalent number of shift hours to their PTO. A weekend only employee (e.g. Baylor) who qualifies under this Section will receive one (1) shift of pay at their straight time hourly rate of pay. For the purposes of this Section, shift means the employee's shift designation in the Employer's payroll system. Part-time Baylor employees are not able to bank the time.

- (b) To be eligible for payment under this Section, the employee must submit an application form to their immediate Supervisor when they become eligible for receipt of the bonus. Eligibility is based on a back-rolling calendar from the date the form is submitted. If payment eligibility is established, the calendar starts anew and eligibility for a subsequent payment cannot be established for at least 6 months.

- (c) The employee is responsible for keeping track of their eligibility for the bonus and for submitting their application as provided in the previous paragraph. The immediate Supervisor is responsible for making the necessary eligibility information available to the employee.

Section 30.3. Attendance Infraction Definition:

Each of the following is considered one (1) Attendance Infraction subject to disciplinary action and will progress the employee on the disciplinary steps as indicated in the chart below.

Unscheduled occurrences of absences of hours equal to three (3) regularly scheduled shifts each back rolling year from the date of the most recent absence for full-time employees and unscheduled absences equal to total budgeted hours for part-time employees.

Leaving early is included for the purposes of counting occurrences based on the number of hours of the shift that are not worked. For example, 12-hour shift employee works 4 hours of his/her shift, 8 hours count toward the accumulation of time under this Section.

Unless, the reason for the absence is:

- (a) Approved FML or other approved Leave of Absence.
- (b) Documentation by a licensed professional of a contagious or communicable disease of the employee that is transmitted regardless of standard precautions. Documentation must be presented to the Employee Health Department within 72 hours and be reasonably associated with the length of absence.
- (c) The employer, because of an exposure to a communicable disease, places employee off work.
- (d) An approved shift trade or the employee finds his/her own coverage that is approved by management. At manager discretion overtime may be approved for coverage.

Section 30.4. Discipline Steps for Attendance Infractions:

Note: Absenteeism is considered a separate issue or “track” of disciplinary action and will not progress on other types of disciplinary actions the employee may receive.

Attendance Infractions	Discipline	Level
0-1	Clear Record	N/A
2	1 st written warning	1
3	2 nd written warning	2
4	3 rd written warning	3
5 and over	Termination	4

Section 30.5:

The following are examples of performance and standard of conduct issues and may be subject to discipline under the Employer’s progressive discipline policy:

- 1. Tardiness is defined as reporting to the work station past the start of the Employee’s start time. It shall be the employees choice to use PTO or going without pay for punching after the official start time of their shift.

Tardies/rolling 12 month period	Discipline Steps
5	Counseling/mentoring which is not considered a disciplinary step.
7	1 step
8	1 step

10	1 step
12	1 step

An employee's disciplinary record is reduced one level for each four (4) full consecutive pay periods with no incidents of failing to report to their work station at the start of his/her shift. The employee must request consideration for reduction under this section.

2. One (1) absence for which the supervisor was not properly notified prior to the start of the employee's shift, including scheduled on call shifts.
3. One (1) absence on a day that was requested off and specifically denied unless the reason for the absence meets the criteria in Section 3 above in which case the absence will not count.
4. One (1) absence without calling in (no call/ no show), including scheduled on-call employees who do not report when on call or are unavailable while on-call.

NOTE: Three (3) day no call/no show is still considered job abandonment and may result in termination. See Loss of Seniority Section of this Agreement.

Section 30.6. Hardship:

Occasionally, a hardship case may arise which should exempt an employee from discipline for absenteeism under this Section. A joint committee comprised of a Human Resource Representative or designee, another member of management, the Local 459 Service Representative or designee and the Technical Chief Steward will determine eligibility for hardship exemption. A hardship is defined as an extraordinary circumstance of serious and emergent nature. A majority of the hardship committee must reach agreement to grant a hardship exemption. An approved hardship exemption will be reviewed periodically to determine whether or not to continue the exemption.

Article 31: ALTERATION OF AGREEMENT AND WAIVER

Section 31.1:

No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer, and no amendments or revision of any of the terms or conditions contained herein shall be binding upon the parties hereto unless executed in writing by the parties hereto. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto, and such agreements shall be in full force and effect to the same extend as any other provisions of this Agreement.

Section 31.2:

The Employer and Union acknowledge that the Agreement, together with any Letters of Understanding and/or agreements, embody the full understandings reached by the parties as to the wages, hours, benefits, and other terms and conditions of employment of all employees covered by this Agreement. Neither party is obligated to negotiate further on any matter covered by this Agreement.

Section 31.3:

Any provision of the Agreement which is held by the final order of a court of competent jurisdiction to be in violation of or contrary to municipal, state or federal acts, statutes, ordinances, regulations or orders, or revisions thereof, now effective, or which may become effective during the term of this Agreement, shall be considered void. In the event that any provision of this Agreement is thus voided, it is the express intent of the parties that all other non-affected provisions of this Agreement, Letters of Understandings and/or agreements, shall remain in full force and effect during the term of this Agreement.

Article 32: EDUCATIONAL ASSISTANCE

Section 32.1 Purpose:

- (a) To encourage eligible employees to obtain college level degrees that benefit employees and McLaren Health Care.

Section 32.2 Scope:

- (a) All active, full time or part time benefit eligible bargaining unit employees of MGL, who have completed at least six (6) months of active service.
- (b) MGL will provide educational assistance in the form of financial reimbursement to active, eligible employees taking college level course(s) at an accredited school, college, or university.
- (c) Upon approval of an Application for Educational Assistance, MGL will reimburse the employee up to a maximum of \$3,000.00 for BSN coursework or \$2,000.00 for all other coursework in a calendar year to be applied to the cost of tuition, books or fees.
- (d) Courses must be related to the employee's current position or another position within the McLaren Health Care.

Section 32.3 Procedure:

- (a) Application: The employee must submit to Human Resources an Application for Education Assistance that is completed, signed by the employee and by the employee's manager, and received by Human Resources no later than three (3) weeks prior to the date the course begins. Applications received in Human Resources after the date will be denied.
- (b) Review and Approval of Application: The Human Resources Department will review the Application and determine the employee's eligibility and the extent of assistance.
- (c) Other Sources of Educational Assistance: An employee is required to report educational assistance from any other source(s) and the amount of that assistance. Reimbursement will only be made for eligible expenses that are not covered by other sources, such as scholarships, grants, or veteran's educational benefits. Failure to report other sources of financial assistance will result in loss of eligibility for educational assistance benefits.
- (d) Reimbursement: To receive reimbursement, an employee must submit within sixty (60) calendar days after the completion of the course(s), the following:
 - 1. Receipts that indicate the actual amounts paid by the employee for tuition, books, and fees.
 - 2. Proof of the grade(s) received for each class for which reimbursement is requested. Courses are eligible for educational assistance only if a grade of "C" or better is received. Pass/fail courses and credit by examination will be considered for reimbursement if the employee receives a "pass" or receives "credit" for the examination as long as the course or credit is required for a degree or a position within McLaren.

Section 32.4 Conditions and Limitations:

- (a) Employees who at the time of application have an active written disciplinary action (not including a Step 1) or an active performance improvement plan are not eligible for educational assistance.
- (b) Employees who receive a written disciplinary action (not including a Step 1) during a semester for which educational assistance has been approved will forfeit eligibility for educational assistance for that semester.
- (c) Educational assistance will not be provided for courses that are dropped, not completed, or for which the required grade is not achieved.
- (d) If an employee transfers to another McLaren subsidiary after applying for educational assistance, the receiving subsidiary will be responsible for reimbursement.

Section 32.5 Employment Commitment:

- (a) An employee who accepts educational assistance is expected to commit to continued employment for at least six (6) months after completion of the course(s). If the employee fails to complete the course within this timeframe, they may be required to provide full

reimbursement of all educational assistance received within thirty (30) days.

Article 33: DURATION

Section 33.1. Term of the Agreement:

This Agreement shall be for the term beginning December 20, 2023 and terminating at 12:00 midnight, September 30, 2027. If either party desires to amend or modify this Agreement, notice of same shall be served on the other party ninety (90) days prior to the termination date stated herein. If neither party shall give notice to modify, this Agreement shall continue in effect until notice of modification is served on the other party, in which case this Agreement shall terminate ninety (90) days after receipt of said notice.

LETTERS OF UNDERSTANDING

The following Letters of Understanding constitute all of the Letters of Understanding between the Employer and the Union for the bargaining unit.

(1) - PTO GRANDPARENTING

The grand parenting systems of PTO for employees hired prior to 05/01/95 shall be continued. These are Accrual Codes D, M, and J.

(2) - TEMPORARY TRANSITIONAL TASK (T3)

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

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

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

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

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

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

(3) - INACTIVE CLASSIFICATIONS

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

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

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

The following classifications are “inactive”:

Classification	Pay Scale
Anesthesia/Perfusion Tech I, Uncertified	803
Anesthesia/Perfusion Tech II, Uncertified	805
Anesthesia Tech, Team Lead, Certified	805*
BioMed Tech, Certified, Team Lead	811
Clinical Dialysis Technician	802
Dosimetrist	820
EEG Tech I	804
EEG Tech II	805
EEG Tech III	809
Histology Tech	806
Histology Tech, Team Leader	808
MRI Tech, Lead	812
Neurodiagnostic Monitoring Specialist	815
Nuclear Medicine Tech, Lead	813
Occupational Therapist, Asst.	804
Paramedics	804
Polysomnograph Technician, Non-Cert.	805
Polysomnograph Technician, Cred., Non-RPSGT	807
Polysomnograph Technologist	809
Polysomnograph Technologist, Lead	810
Polysomnograph Technologist / RRT	810
Radiology Technologist Lead	809
SPD/OR Liaison	805
Surgical Tech, Cert, Team Leader	806
Surgical Tech, Uncert. Team Leader	804

Due to Polysomnograph Technician being inactive, Section 10.2 Sleep Practitioner Career Ladder is also inactive.

Section 10.2. Sleep Practitioner:

The Polysomnograph Technician classifications shall be designated as a career ladder. Polysomnograph Technician, Non-Cert., Non-Registered shall move to directly to the applicable certified/registered classification upon obtaining the required credentials.

WAGE SCALES

2023-3%																		
Pay Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
801	15.60	15.99	16.39	16.80	17.22	17.65	18.09	18.55	19.01	19.49	19.97	20.47	20.98	21.51	22.05	22.60	23.16	23.74
802	16.54	16.95	17.38	17.81	18.26	18.71	19.18	19.66	20.15	20.66	21.17	21.70	22.25	22.80	23.37	23.96	24.55	25.17
803	17.55	17.99	18.44	18.90	19.38	19.86	20.36	20.87	21.39	21.92	22.47	23.03	23.61	24.20	24.80	25.42	26.06	26.71
804	18.62	19.09	19.56	20.05	20.55	21.07	21.59	22.13	22.69	23.25	23.84	24.43	25.04	25.67	26.31	26.97	27.64	28.33
805	19.75	20.24	20.75	21.27	21.80	22.35	22.90	23.48	24.06	24.67	25.28	25.91	26.56	27.23	27.91	28.61	29.32	30.05
806	20.98	21.50	22.04	22.59	23.16	23.73	24.33	24.94	25.56	26.20	26.85	27.52	28.21	28.92	29.64	30.38	31.14	31.92
807	22.44	23.00	23.57	24.16	24.77	25.39	26.02	26.67	27.34	28.02	28.72	29.44	30.18	30.93	31.70	32.50	33.31	34.14
808	23.34	23.93	24.53	25.14	25.77	26.41	27.07	27.75	28.44	29.15	29.88	30.63	31.40	32.18	32.99	33.81	34.66	35.52
809	24.27	24.88	25.50	26.14	26.79	27.46	28.15	28.85	29.57	30.31	31.07	31.85	32.64	33.46	34.30	35.15	36.03	36.93
810	25.24	25.87	26.52	27.18	27.86	28.56	29.27	30.01	30.76	31.53	32.31	33.12	33.95	34.80	35.67	36.56	37.47	38.41
811	26.25	26.90	27.57	28.26	28.97	29.69	30.44	31.20	31.98	32.78	33.60	34.44	35.30	36.18	37.08	38.01	38.96	39.94
812	27.30	27.98	28.68	29.40	30.14	30.89	31.66	32.45	33.26	34.10	34.95	35.82	36.72	37.64	38.58	39.54	40.53	41.54
813	28.41	29.12	29.85	30.60	31.36	32.14	32.95	33.77	34.62	35.48	36.37	37.28	38.21	39.16	40.14	41.15	42.18	43.23
814	29.49	30.22	30.98	31.76	32.55	33.36	34.20	35.05	35.93	36.83	37.75	38.69	39.66	40.65	41.67	42.71	43.77	44.87
815	30.98	31.76	32.55	33.36	34.20	35.05	35.93	36.83	37.75	38.69	39.66	40.65	41.67	42.71	43.78	44.87	45.99	47.14

2024-3%																		
Pay Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
801	16.07	16.47	16.88	17.31	17.74	18.18	18.64	19.10	19.58	20.07	20.57	21.09	21.61	22.15	22.71	23.27	23.86	24.45
802	17.04	17.46	17.90	18.35	18.81	19.28	19.76	20.25	20.76	21.28	21.81	22.35	22.91	23.49	24.07	24.67	25.29	25.92
803	18.08	18.53	19.00	19.47	19.96	20.46	20.97	21.49	22.03	22.58	23.14	23.72	24.32	24.92	25.55	26.19	26.84	27.51
804	19.18	19.66	20.15	20.65	21.17	21.70	22.24	22.80	23.37	23.95	24.55	25.16	25.79	26.44	27.10	27.78	28.47	29.18
805	20.34	20.85	21.37	21.91	22.46	23.02	23.59	24.18	24.79	25.41	26.04	26.69	27.36	28.04	28.74	29.46	30.20	30.95
806	21.61	22.15	22.70	23.27	23.85	24.45	25.06	25.68	26.33	26.98	27.66	28.35	29.06	29.79	30.53	31.29	32.08	32.88
807	23.11	23.69	24.28	24.89	25.51	26.15	26.80	27.47	28.16	28.86	29.58	30.32	31.08	31.86	32.66	33.47	34.31	35.17
808	24.05	24.65	25.26	25.89	26.54	27.20	27.89	28.58	29.30	30.03	30.78	31.55	32.34	33.15	33.98	34.82	35.70	36.59
809	25.00	25.63	26.27	26.92	27.60	28.29	28.99	29.72	30.46	31.22	32.00	32.80	33.62	34.46	35.33	36.21	37.11	38.04
810	26.00	26.65	27.32	28.00	28.70	29.42	30.15	30.91	31.68	32.47	33.28	34.11	34.97	35.84	36.74	37.66	38.60	39.56
811	27.03	27.71	28.40	29.11	29.84	30.59	31.35	32.13	32.94	33.76	34.60	35.47	36.36	37.27	38.20	39.15	40.13	41.13
812	28.12	28.82	29.54	30.28	31.04	31.82	32.61	33.43	34.26	35.12	36.00	36.90	37.82	38.76	39.73	40.73	41.75	42.79
813	29.26	29.99	30.74	31.51	32.30	33.11	33.94	34.78	35.65	36.55	37.46	38.40	39.36	40.34	41.35	42.38	43.44	44.53
814	30.37	31.13	31.91	32.71	33.53	34.36	35.22	36.10	37.01	37.93	38.88	39.85	40.85	41.87	42.92	43.99	45.09	46.22
815	31.91	32.71	33.53	34.36	35.22	36.10	37.01	37.93	38.88	39.85	40.85	41.87	42.92	43.99	45.09	46.22	47.37	48.56

2025-3.5%

Pay Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
801	16.63	17.05	17.47	17.91	18.36	18.82	19.29	19.77	20.27	20.77	21.29	21.82	22.37	22.93	23.50	24.09	24.69	25.31
802	17.63	18.07	18.53	18.99	19.46	19.95	20.45	20.96	21.48	22.02	22.57	23.14	23.71	24.31	24.92	25.54	26.18	26.83
803	18.71	19.18	19.66	20.15	20.66	21.17	21.70	22.24	22.80	23.37	23.95	24.55	25.17	25.80	26.44	27.10	27.78	28.47
804	19.85	20.35	20.86	21.38	21.91	22.46	23.02	23.60	24.19	24.79	25.41	26.05	26.70	27.36	28.05	28.75	29.47	30.20
805	21.06	21.58	22.12	22.67	23.24	23.82	24.42	25.03	25.65	26.30	26.95	27.63	28.32	29.03	29.75	30.49	31.26	32.04
806	22.36	22.92	23.50	24.08	24.68	25.30	25.93	26.58	27.25	27.93	28.63	29.34	30.08	30.83	31.60	32.39	33.20	34.03
807	23.92	24.52	25.13	25.76	26.40	27.06	27.74	28.43	29.14	29.87	30.62	31.39	32.17	32.97	33.80	34.64	35.51	36.40
808	24.89	25.51	26.15	26.80	27.47	28.16	28.86	29.58	30.32	31.08	31.86	32.65	33.47	34.31	35.16	36.04	36.94	37.87
809	25.88	26.52	27.19	27.87	28.56	29.28	30.01	30.76	31.53	32.32	33.12	33.95	34.80	35.67	36.56	37.48	38.41	39.37
810	26.91	27.58	28.27	28.98	29.70	30.45	31.21	31.99	32.79	33.61	34.45	35.31	36.19	37.10	38.02	38.97	39.95	40.95
811	27.98	28.68	29.40	30.13	30.88	31.66	32.45	33.26	34.09	34.94	35.82	36.71	37.63	38.57	39.53	40.52	41.54	42.57
812	29.10	29.83	30.58	31.34	32.13	32.93	33.75	34.60	35.46	36.35	37.26	38.19	39.14	40.12	41.12	42.15	43.21	44.29
813	30.29	31.04	31.82	32.62	33.43	34.27	35.12	36.00	36.90	37.82	38.77	39.74	40.73	41.75	42.79	43.86	44.96	46.09
814	31.44	32.22	33.03	33.85	34.70	35.57	36.46	37.37	38.30	39.26	40.24	41.25	42.28	43.33	44.42	45.53	46.67	47.83
815	33.03	33.85	34.70	35.57	36.46	37.37	38.30	39.26	40.24	41.25	42.28	43.33	44.42	45.53	46.67	47.83	49.03	50.25

2026-4%

Pay Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
801	17.30	17.73	18.17	18.63	19.09	19.57	20.06	20.56	21.08	21.60	22.14	22.70	23.26	23.85	24.44	25.05	25.68	26.32
802	18.34	18.80	19.27	19.75	20.24	20.75	21.27	21.80	22.34	22.90	23.48	24.06	24.66	25.28	25.91	26.56	27.22	27.90
803	19.46	19.95	20.45	20.96	21.48	22.02	22.57	23.13	23.71	24.31	24.91	25.54	26.17	26.83	27.50	28.19	28.89	29.61
804	20.64	21.16	21.69	22.23	22.79	23.36	23.94	24.54	25.15	25.78	26.43	27.09	27.76	28.46	29.17	29.90	30.65	31.41
805	21.90	22.45	23.01	23.58	24.17	24.78	25.39	26.03	26.68	27.35	28.03	28.73	29.45	30.19	30.94	31.71	32.51	33.32
806	23.26	23.84	24.43	25.05	25.67	26.31	26.97	27.65	28.34	29.05	29.77	30.52	31.28	32.06	32.86	33.68	34.53	35.39
807	24.88	25.50	26.14	26.79	27.46	28.15	28.85	29.57	30.31	31.07	31.85	32.64	33.46	34.29	35.15	36.03	36.93	37.85
808	25.88	26.53	27.19	27.87	28.57	29.28	30.02	30.77	31.54	32.32	33.13	33.96	34.81	35.68	36.57	37.49	38.42	39.38
809	26.91	27.58	28.27	28.98	29.70	30.45	31.21	31.99	32.79	33.61	34.45	35.31	36.19	37.10	38.02	38.98	39.95	40.95
810	27.99	28.69	29.40	30.14	30.89	31.66	32.46	33.27	34.10	34.95	35.83	36.72	37.64	38.58	39.54	40.53	41.55	42.59
811	29.10	29.83	30.57	31.34	32.12	32.92	33.75	34.59	35.45	36.34	37.25	38.18	39.13	40.11	41.12	42.14	43.20	44.28
812	30.27	31.03	31.80	32.60	33.41	34.25	35.10	35.98	36.88	37.80	38.75	39.72	40.71	41.73	42.77	43.84	44.93	46.06
813	31.50	32.29	33.09	33.92	34.77	35.64	36.53	37.44	38.38	39.34	40.32	41.33	42.36	43.42	44.51	45.62	46.76	47.93
814	32.69	33.51	34.35	35.21	36.09	36.99	37.91	38.86	39.83	40.83	41.85	42.90	43.97	45.07	46.19	47.35	48.53	49.75
815	34.35	35.21	36.09	36.99	37.91	38.86	39.83	40.83	41.85	42.90	43.97	45.07	46.19	47.35	48.53	49.75	50.99	52.26

	Min.	Mid.	Max.
Dosemitrist 1	47.81	59.76	71.71
Dosemitrist 2	51.63	64.54	77.45
Dosemitrist 3	55.76	69.71	83.65
Raditaion Therapist 1	35.14	43.92	52.7
Radiation Therapist 2	35.14	43.92	52.7
Radiation Therapist 3	37.95	47.44	56.93

SIGNATURE PAGE

Local 459 of the Office & Professional
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