

Case Management

Agreement

Between



And



Local 459

Effective November 27, 2024 through November 26, 2027

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This agreement entered into this 11/27/2024, by and between McLaren Greater Lansing, a Michigan non-profit corporation, hereinafter referred to as the "Employer" or "Hospital" or "Medical Center" or "MGL" and the Office & Professional Employees International Union, AFL-CIO, Local 459, hereinafter referred to as the "Union".

Article 1: RECOGNITION

Section 1.1 Collective Bargaining Unit:

For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment, OPEIU Local 459 represents the following employees, pursuant to the Certification of Representative issued by Region 7 of the National Labor Relations Board in Case 07-RC-305125, as further defined below:

All regular full-time and regular part-time Registered Nurse Care Managers and Social Work Care Managers employed by the Employer at its facility at 2900 Collins Road, Lansing, Michigan; but excluding all casual care managers, casual social workers, other registered nurses, technical employees, office clerical employees, guards, and supervisors as defined by the Act, and all other employees.

Article 2: DEFINITION

Section 2.1 Status 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 Employees.** A benefit eligible regular part-time employee is an employee whose schedule of work usually consists of less than seventy (70) hours, but at least forty (40) hours, during a two (2) week pay period.
- (c) **Non-Benefit Eligible Part-Time Employees (Casual Employees).** A non-benefit eligible Part-Time / Casual employee is an employee whose schedule of work usually consists of less than forty (40) hours during the two (2) week pay period or whose schedule of work is not on a regular or continuous basis but who works on an intermittent basis, as required by the Casual Employee work agreement defined by the employer. Non-Benefit Eligible Part-Time/Casual excludes agency and temporary employees. Casual Employees are excluded from the bargaining unit.

Article 3: MANAGEMENT RIGHTS

Section 3.1: The Hospital retains all the rights, powers, functions, and authority which it had prior to the signing of this Agreement, including those with respect to wages, hours, and working conditions, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement, and then only to the extent so specifically and expressly abridged, modified, or limited.

Section 3.2: Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the Hospital's sole right to manage its business efficiently and economically, including but not limited to the right to:

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

- (c) Subcontract or purchase the following: any or all work or processes, maintenance and repair work, office services, or the construction of new facilities and the improvement of existing facilities.
- (d) Determine the number, location, and types of facilities; discontinue temporarily or permanently, in whole or in part, any of the Hospital's operations. Sell or close facilities; move facilities operated by the Hospital from one location to another; transfer work or any of the Hospital's operations from one facility to another.
- (e) Determine the size of the work force and increase or decrease its size; to hire, assign, and lay off employees; reduce the workweek or the workday or to effect reductions in hours worked by combining layoffs and reductions in the workweek or the workday; hire part-time employees or contract for the services of temporary employees to perform temporary job assignments.
- (f) Permit persons in the employ of patients to perform services within the facility; permit persons employed by the manufacturer of equipment used in the Hospital's facility to set up, construct, and service equipment on the floor and to perform work in connection with the installation or service of such equipment.
- (g) Discipline and discharge; adopt, revise, and enforce working rules; maintain order and efficiency in the facility; fix the standards of workmanship both as to quality and quantity; test, investigate, and improve individual and unit productivity, and initiate and carry out cost and general improvement programs.
- (h) Transfer and/or promote employees on a temporary or permanent basis; select employees for promotion or transfer to supervisory or other positions outside the bargaining unit; give special training to selected employees.
- (i) Direct the work force and assign work, determine the number of employees assigned to any operation and the number of operations assigned to any employee.
- (j) Determine when lunch and rest periods should occur; determine the starting and quitting time and the number of hours to be worked; establish and revise work schedules, as business conditions and available work require; and assign employees to work overtime.
- (k) Have non-bargaining unit employees perform bargaining unit work, such as the following: pursuant to past practice; during emergencies; when unit employees are not immediately available due to absence, tardiness, leaves of absence, vacations, etc.; in the instruction and training of work methods or procedures; in the performance of job duties designated within their job classifications and/or job descriptions; to determine the extent of operational difficulties; to determine steps necessary to maintain patient care; in the performance of developmental work; and in the performance of instruction and/or orientation functions.
- (l) Manage the facility to attain and maintain full operating efficiency and optimum patient care, including but not limited to, the ability to promulgate, modify, distribute, and enforce reasonable programs, policies, standard practices, or other rules and procedures.
- (m) Establish procedures and protocols to determine whether employees are fit for duty including substance abuse testing and like protocols and procedures.
- (n) Make judgments as to employee qualifications, including ability and skill.

Article 4: UNION SECURITY AND CHECKOFF

Section 4.1. Payroll Deduction for Union Dues:

- (a) Upon written authorization of the employee, the Employer agrees to deduct from the salaries of all employees covered by this agreement initiation fees and dues for the Office & Professional Employees International Union, Local 459, AFL-CIO.
- (b) Commencing the first full month after completion of the probationary period, an initiation fee and Union dues shall be deducted from the employee's earnings. Dues authorization forms shall become effective with the first full pay period following written authorization by the employee

or upon completion of the probationary period whichever is later. The initiation fee owed, if any, shall be deducted from the first paycheck of the pay period and dues shall be split between the twenty-six (26) paychecks during the year.

- (c) The Union shall, thirty (30) days in advance of the start of each Employer's Fiscal Year, give written notification to the Human Resources Office of the amounts of annual dues and initiation fees for the Union. The amount of deductions for these dues shall not be subject to change during the entire Hospital Fiscal Year except upon the Union providing the Human Resources Office with thirty (30) days' notice of such change. It is understood that the Employer can reasonably accomplish such change twice in any one (1) fiscal year. Additional changes beyond two (2) changes 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 erroneously deducted by the Employer and paid to the Union.
- (f) Dues Deduction. For purposes of dues deduction only, the definition for full-time under Article 02 - Definitions shall be considered full-time.
- (g) An employee's authorization for payroll deduction shall be irrevocable unless written notice of its retraction is given by the employee to the Employer and the Union by certified mail, return receipt requested which shall be effective thirty (30) days following receipt by both parties.
- (h) The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits judgements and any other forms of liability arising due to an employee's dues deduction pursuant to this provision of the Agreement or due to the Union's pursuit of legal remedies as provided herein.

Article 5: REPRESENTATION AND ACCESS

Section 5.1. Stewards:

- (a) Stewards. The Employer agrees to recognize one (1) steward and one (1) alternate steward 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 steward and alternates before the 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 or work-related unavailability of the officially recognized representative.

Section 5.2. Reporting: When it is necessary for a steward to leave his/her work to handle a grievance (excluding Arbitrations) in accordance with the grievance procedure established in this Agreement, or to serve as a representative for any Employer investigations, such steward shall, notify his/her supervisor, and be released from his/her duties. With the exception of Arbitrations, the time spent performing these duties shall be considered as a part of the FTE salary. The steward shall return to his/her job as promptly as possible, and upon return (s)he shall immediately report to his/her supervisor. If it is impossible for a

steward to be relieved of his/her duty upon request, (s)he shall be excused at the earliest possible time after proper arrangements have been made. If the employer changes the bargaining unit employee's status to hourly, time spent in union business during work time will not be compensated by the employer.

Section 5.3. Bargaining Committee: For the sole purpose of negotiating any modification to this Agreement at the end of the term of this Agreement, the Employer agrees to recognize a bargaining committee composed of two (2) employees. Non-employee representatives may be present as desired. Time spent in bargaining is not compensated by the employer.

Section 5.5. Union Access: Upon advanced notice to and permission by Vice President of Human Resources or their designee, authorized Union Representatives may be permitted to visit the premises of the Medical Center during approved hours for the purpose of conducting Union business in areas designed by approval. Permission may not be unreasonably withheld. The Union Representatives shall not distract, contradict or interfere with the operations of the Medical Center at any time. Union business will not be conducted during work time or in patient care areas.

Section 5.7. Distribution of Agreement: The Employer shall make available a copy of this Collective Bargaining Agreement on the Employer's intranet.

Article 6: GRIEVANCE PROCEDURE

Section 6.1 Definition of a Grievance: For the purposes of this Agreement, a grievance shall be defined as a complaint or dispute by an employee or employees covered by this Agreement arising during the term of this Agreement concerning the application and/or interpretation of a provision of this Agreement.

Section 6.2 Review Procedure:

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

Step One: Within fifteen (15) working days of the time an employee or group of employees knew or should reasonably have known of the alleged contract violation, the employee or group of employees must submit his/her written grievance to his/her manager or designee in charge. The grievance must be submitted on a grievance form provided by the Union and shall name the employee(s) involved, state the facts giving rise to the grievance including the date of the alleged violation, identify the provisions of this Agreement alleged to be violated, specify the relief requested, and shall be signed by the employee(s). The manager or their designee shall meet with the Grievant within fifteen (15) working days of receipt of the grievance. At the employee's request, a steward may attend a meeting regarding such grievance. The manager or their designee, whichever is applicable, shall provide the employee an answer, in writing, no later than fifteen (15) working days after the meeting. An employee shall have the right to settle or withdraw the grievance without prejudice. Any resolution of the grievance must be consistent with this Agreement. Settlement reached at Step One is considered non-precedent setting unless otherwise agreed.

Step Two: If the grievance is not satisfactorily resolved in Step One, the grievance may be appealed to the Human Resources Department by submitting the grievance in person or by email within fifteen (15) working days after receipt of the answer in Step One. The appeal shall be in writing and signed by the Grievant and the Steward (or Service Representative) and it shall

specify the detailed basis of the appeal. Within fifteen (15) working days after receipt of the appeal, a Human Resources Representative will meet with the Grievant, the Steward, and/or the Union Service Representative. A Human Resources Representative shall provide a written answer to the grievance within fifteen (15) working days after the meeting. Multiple grievances involving an identical issue may be considered together at Step Two by mutual agreement of the parties. The Union will initiate the scheduling of all Step 2 Formal Grievance meetings with the Employee Relations Consultant or designee within the Step 2 timeframe.

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

Section 6.3 Pre-arbitration: Promptly following the notice to arbitrate by the Union, either party may request a pre-arbitration meeting in an attempt to resolve the matter prior to the date of hearing. An attempt will be made to schedule such meeting within sixty (60) calendar days of the Union's notice to arbitrate.

Section 6.4 Policy and Discharge Grievances: If the grievance concerns the bargaining unit as a whole or the discharge of a seniority employee the Union may file a grievance in writing (as outlined in Step 1 above) with the Human Resources Department within fifteen (15) working days of the time it knew or reasonably should have known of the alleged contract violation or the actual date of the employer action. Discharge grievances must be signed by the discharged employee. Grievances filed under this Section shall be processed in accordance with Step 2.

Section 6.5 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:

Thomas Barnes
Mark Glazer
Kenneth Franklin

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

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

Section 6.6 Arbitrators Jurisdiction: The jurisdiction of the Arbitrator shall be limited to grievances arising out of the interpretation or application of the Agreement or any written amendments or supplements hereto. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement or supplements hereto, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto or to exercise any of their functions or responsibilities. He/she shall have no power to establish wage scales or change any base wage rate. He/she shall not have the power to rule or decide questions relative to any Retirement Plan, or to rule or decide questions of health and safety. A seniority employee may grieve a discipline. If the grievance concerns matters not so within the jurisdiction of arbitration, it shall be returned to the parties without decision.

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

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

It shall be final and binding on the Union, its members, the employee or employees involved, and MGL, unless rendered outside the scope of his/her authority.

Section 6.7 Arbitration Hearing: The Employer and Union will cooperate to ensure the right of either party to adequately prepare or present its position at the arbitration hearing. However, any witnesses who may be requested by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of testimony (direct or rebuttal if required), the witness shall be excused to return to work.

Section 6.8: Multiple grievances involving an identical issue may be presented at an arbitration hearing by mutual agreement of the parties.

Section 6.9 Time Limitations: Any grievance not filed by the union within the timelines prescribed herein, will be deemed waived. Any grievance not advanced to the next step within the prescribed time limits shall be considered abandoned and withdrawn. Any grievance not answered within the prescribed time limits shall advance to the next Step including arbitration upon notice of appeal from the Union. Time limits may be mutually extended by MGL and the Union in writing; then the new date shall prevail. For purpose of this article, working day shall be Monday through Friday, excluding contract holidays.

Section 6.10 Lost Time:

If the bargaining unit employees are paid on a salary basis, the following language will apply: The Employee and the Union Steward's time at the grievance meeting (excluding arbitrations) will be considered work time for the purposes of salary calculation. Not more than one steward shall be excused from work to attend the grievance meeting other than to serve as a witness unless mutually agreed upon by the Employer and the Union. The Union may request the presence of other employees to appear at the hearing as witnesses. The Union shall give the Employer at least five (5) working days advance notice of the names of the bargaining unit employees, including steward(s), the Union requests to be released from work to appear at the arbitration hearing. Arbitrations will be considered unpaid. Any bargaining unit employee, including the grievant and the steward, released from work at the Union's request shall be expected to make up any work time missed due to union business, including but not limited to grievance meetings. If the employer changes the employee's status to hourly, then time in grievances during work time will be unpaid.

If the bargaining unit employees are paid on an hourly basis, the following language will apply: The Employee and the Union Steward's time at the grievance meeting and/or arbitration will be unpaid. Not more than one steward shall be excused from work, without pay, to attend the hearing other than to serve as a witness unless mutually agreed upon by the Employer and the Union. The Union may request the presence of other employees to appear at the hearing as witnesses. The Union shall give the Employer at least five (5) working days advance notice of the names of the bargaining unit employees, including

steward(s), the Union requests to be released from work to appear at the arbitration hearing. Any employee, including the grievant and the steward, released from work at the Union's request shall not receive pay from the Employer.

Section 6.11: Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement, shall not be processed to arbitration unless this Agreement is extended by mutual agreement of the parties. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

Section 6.12: Any grievance for which there is another specific remedy, procedure or forum, exclusive of the NLRB, can be grieved and processed up through Step Two of the grievance procedure but cannot proceed to arbitration.

Section 6.13: All grievances shall be arbitrated by the arbitrator in accordance with the voluntary Labor Arbitration Rules of the American Arbitration Association.

Section 6.14: Any agreement reached between MGL and Union representative(s) is binding on all employees affected and cannot be changed by any individual. No settlement of a grievance shall be made which is inconsistent with any of the provisions of this Agreement unless mutually agreed.

Article 7: NO STRIKE/NO LOCKOUT

Section 7.1: During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in any pickets, strikes, sympathy pickets or strikes, work stoppages, curtailment of work, improper use of paid leave time to effectuate a strike or other job action, unscheduled absences, restriction of work, or interference with the operations of the Hospital.

Section 7.2: The Union agrees that it and its officers will take prompt affirmative action to prevent or stop unauthorized pickets, strikes, sympathy pickets or strikes, work stoppages, curtailment of work, improper use of paid leave time to effectuate a strike or other job action, unscheduled absences, restriction of work, interference with the operations of the Hospital by notifying the employees, in writing, that it disavows these acts, or any other job action. The Hospital shall have the right to discipline, up to and including, discharge any or all employees who violate this Article, without regard to disciplinary steps. The Grievance Procedure shall be available to such employees only to contend that they had not participated or engaged in such prohibited conduct. If, based on the determination from the grievance procedure, it is found that the bargaining unit employee did not participate or engage in such prohibited conduct, the disciplinary action may be reviewed as part of the original grievance.

Section 7.3: The Employer agrees to not lockout bargaining unit employees for the term of the agreement. If this provision is violated by the union and/or bargaining unit employees, the Employer's obligation to not lockout employees does not apply.

Section 7.4: In the event of a violation of the Sections of this Article, neither party waives its right under law to seek any other remedies it may have, including but not limited to damages and/or injunctive relief.

Article 8: WORK RULES / POLICIES

Section 8.1. Policies.

- (a) The Employer reserves the right to promulgate and publish human resources policies not inconsistent with this Agreement. The Employer shall furnish the Union a written copy of any new human resources policies with the changes identified before its effective date. The union may request to bargain, or alternatively grieve the reasonableness of the policies, but not both, within seven (7) calendar days of the notice.

Article 9: CORRECTIVE ACTION

Section 9.1 Discipline:

- (a) The Employer issues corrective discipline pursuant to MGL Policy 300.03.01 Employee Corrective Action Process. This Article is subject to the provision of Article 8 Work Rules. The Employer reserves the right to skip steps within the policy to issue more severe discipline, including discharge, for infractions or conduct of a serious nature, at the discretion of the employer. All discharges or disciplinary suspensions, excluding administrative suspensions pending investigation, without pay shall be for just cause.

Article 10: NON-DISCRIMINATION

Section 10.1:

- (a) In accordance with state and federal law, the Employer agrees not to discriminate against any employee or applicant for employment based on race, color, religion, national origin, age, sex, height, weight, marital status, disability, sexual orientation, gender identity, or protective hair styles or texture commonly associated with a race or national origin.

Article 11: SENIORITY

Section 11.1 Bargaining Unit Seniority:

- (a) For all employees in the bargaining unit on the effective date of this Agreement, seniority shall be defined as an employee's last date of hire with the Employer effective upon completion of the probationary period.
- (b) For all employees who enter the bargaining unit after the effective date of this Agreement, seniority shall be defined as the current date of hire or transfer into a classification covered by the Agreement commencing upon completion of the probationary period.
- (c) A bargaining unit employee who transfers from one classification to another within the bargaining unit shall maintain his/her bargaining unit seniority.
- (d) A bargaining unit employee who leaves the bargaining unit by taking a non-bargaining unit position or with a different bargaining unit with the Employer shall retain his/her bargaining unit seniority if he/she returns to a bargaining unit position within six (6) months.

Section 11.2. Probationary Period: New employees hired into the bargaining unit shall be considered as probationary employees for ninety (90) days of their employment. If a probationary employee is absent from work seven (7) days or more scheduled days or their performance is unsatisfactory during the probationary period, the Employer reserves the right to extend the probationary period for an additional ninety (90) days. When an employee completes the probationary period, (s)he shall be entered on the seniority list with his/her seniority. During the probationary period, an employee may be terminated by the Employer without recourse to the grievance provisions of this Agreement.

Section 11.3. 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 discharged, and the discharge is not reversed under the grievance procedure, set forth in this Agreement.

- (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.
- (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 from sick leave or leave of absence on the specified date of return, unless the failure to return to work is for extenuating circumstances satisfactory to the Employer.
- (f) Loss of seniority for reasons listed in C & E above requires review by Human Resources and is subject to the grievance procedure.
- (g) If the employee is laid off from work for a continuous period in excess of their recall rights.

Section 11.4. Seniority Tie-Breakers: Where two (2) 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 12: SUBCONTRACTING

- (a) The Employer reserves all rights pursuant to the Article 3, Management Rights, the National Labor Relations Act, as Amended, and any applicable law, related to its right to subcontract and/or outsource, in whole or in part, any bargaining unit work. The employer will provide the union a seven (7) calendar day advance notice if bargaining unit employees will be laid off due to any such subcontracting or outsourcing. Affected bargaining unit employees will receive bargained-for effects benefits pursuant to Article 13, Layoff and Recall (TBD).

Article 13: LAYOFF & RECALL

Section 13.1. Layoff Overview:

- (a) A layoff is defined as a permanent or temporary reduction in the number of bargaining unit employees. The Employer retains the right to determine whether and when layoffs are necessary, as well as the number and classification to be impacted. Bargaining unit employees who will be laid off shall be given at least seven (7) calendar days advance notice of layoff. The Employer shall also provide the Union simultaneous notice. Upon written request of the union, the Employer and the Union will meet as soon as practicable after the Employer provides notice of layoff for the purpose of reviewing the list of affected Employees, and the order of layoffs; provided, that such meeting shall not cause the delay of the layoff.
- (b) A layoff may be for a temporary period of time of up to thirty (30) calendar days, unless otherwise determine by the Employer. Any layoff designated as temporary will be deemed indefinite as of the 31st calendar day, unless otherwise determine by the Employer.

Section 13.2. Order of Layoff: All layoffs will be accomplished in the following manner:

- (a) Voluntary layoffs may be accepted within affected department. Should there be more volunteers than needed; requests of employees will be granted based on seniority (high to low), provided there is no adverse impact to operations as determined by the department manager.
- (b) Probationary employees will be laid off in reverse order of their seniority (low to high), provided their is no adverse impact to operations as determined by the department manager.

- (c) Part-time and/or Full-time employees in the affected department will be laid off in reverse order of their seniority (low to high), provided there is no adverse impact to operations as determined by the department manager.
- (d) The Employer will determine which classification and/or FTE status will be laid off based on the needs of the Hospital.

Section 13.3. Recall:

- (a) When the Employer determines the need to recall employees who have been laid off, employees will be recalled according to bargaining unit seniority with the most senior employee on layoff to be recalled first based on the needs of the hospital, provided they meet the minimum requirements of the position as outlined in the job description and are capable of doing the work required within five (5) business days. Notice of recall shall be sent to the employee at his/her last known address by certified mail, return receipt required. It shall be the sole responsibility of each employee to keep his/her current telephone number and address on file with the Employer at all times. If any employee fails to report to work within five (5) business days from date of receipt of mailing of notice of recall, he/she shall be considered a voluntary quit, unless otherwise excused due to an emergency condition.
- (b) An employee who does not accept recall to a position in the bargaining unit for which he/she is qualified will lose recall rights. If such employee is on layoff status, he/she will be considered to have quit voluntarily.
- (c) An employee who is on layoff will receive bargaining unit seniority accrual for his/her time on layoff, as long as his/her layoff did not exceed the lesser of his/her accrued bargaining unit seniority at the time of layoff or twelve (12) months.
- (d) An employee who has not been recalled within twelve (12) months will be considered terminated.

Section 13.4. Temporary Fill-In/ On-Call List:

- (a) Employees who are laid off may sign a temporary fill-in or on-call list with the Care Management 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, provided such laid off employees are available and have the present ability and experience to perform the required work.

Section 13.5 Benefits Upon Layoff:

- (a) Upon Employee's Layoff, the Employer will pay out an Employee's accrued PTO.

Article 14: CONFERENCES AND EDUCATIONAL REIMBURSEMENT

Section 14.1 Conferences:

- (a) Employees are required to complete all mandatory training and/or Education as assigned by the Employer. Completion of such training is considered work time, and is not compensated separately outside their regular salary, and may be completed at the Hospital or at home. Employees may request approval of paid time off for conferences or CEU training applicable to their professional licensure. Approval or disapproval of paid time off will be at management's discretion and subject to the needs of the department.

Section 14.2 Tuition Reimbursement:

- (a) Eligible employees may apply for tuition reimbursement pursuant to the employer's policy on Education Assistance existing at the time of the request. Approval will be based on eligibility and requirements of the policy.

Article 15: MYCHOICE BENEFIT PLAN

Section 15.1: The Employer will provide benefits through a flexible benefit program, MyChoice, to eligible bargaining unit employees. If the Employer changes the plan design, including but not limited to co-pays, deductibles and co-insurance, the percentage contribution toward premiums, the carrier, the administrative policies including eligibility, the medication (pharmacy) network, or the policies governing commencement and termination of insurance, it will give the Union a thirty (30) day notice prior to the effective date change.

The MyChoice program which may include health, dental and vision insurance, life insurance, and short/long term disability insurance. Other voluntary programs may be available on a self-payment basis.

The provisions of this section are only subject to the Grievance and Arbitration procedure to the extent of an arbitrator determining whether the Employer has provided healthcare coverage to bargaining unit employees as defined in Section 1 of this Article.

Upon notice to the Union, any changes the Employer makes to benefit enrollment processes and eligibility requirements to comply with the Patient Protection and Affordable Care Act of 2010 will be implemented for bargaining unit employees.

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

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

Section 15.2 MyChoice Program Continuation: An employee must remain benefit eligible in accordance with the plan to have insurance coverages continue.

Any continuation of welfare coverage after the Employer's obligation to pay for premiums lapses will be subject to the continuation of coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA"), and shall not be a part of this Agreement.

Article 16: 403(b) RETIREMENT PLAN

Section 16.1. McLaren Employees' 403(b) Retirement Plan:

Bargaining unit employees under this Agreement shall be considered eligible employees and may participate in the McLaren Employees' 403(b) Retirement Plan. McLaren Health Care shall have the right, in its sole judgment and discretion, to amend, alter and revise the McLaren 403(b) Plan, including but not limited to, investment options, fees, and contributions.

Summary Plan Documents are available upon request to the McLaren Corporate Retirement Services Department.

Section 16.2. Eligibility:

Bargaining unit employees may make elective contributions to the Plan beginning with their date of employment.

Bargaining unit employees will be eligible for Employer Contributions under the Plan as follows:

- (a) Employees must complete one thousand (1,000) hours of service during a consecutive 12-month period beginning with their date of hire to receive the Employer Basic contribution and the Employer Matching contributions.
- (b) For employees hired on or after January 1, 2014, there is a two (2) year vesting schedule. Employees must complete (2) years in which they have been credited with 1,000 hours during each plan year to vest in the Employer Basic and Matching contributions. Employees hired December 31, 2013, or before are automatically one hundred percent (100%) vested.
- (c) Employees that participate in the Employer Contribution portion of the Plan will receive a Basic contribution of two percent (2%) based on the participant's eligible compensation. The Basic contribution will be deposited into the participants' 403(b) account each payroll period.

Employees that participate in the Employee Contribution portion of the Plan, will receive a matching contribution equal to fifty percent (50%) of the first six percent (6%) of the participant's contribution (less any "catch-up" contributions) that is deferred to the McLaren 403(b). The Matching contribution will be deposited into the participant's 403(b) account each payroll period.

The Employer reserves the right to modify the 403(b) Retirement Plan and any benefits offered to employees. If the Employer modifies the Plan or benefits, it will provide the union with thirty (30) days notice.

Article 17: SPECIAL CONFERENCES

Section 17.1. Special Conferences:

- (a) The Union and the Employer agree that important matters pertaining to both parties' interest 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.

Article 18: WAGES

Section 18.1: Classifications Pay Grades: Each classification will have a pay grade with an established minimum and maximum rate of pay. Pay grades may be reviewed each year by the employer. Any changes to the pay grades will be at the discretion of the employer with notice to the union. The Employer may provide market increases at any time to jobs as may be determined by the Hospital in order to recruit and retain employees with notice to the union. The employer will meet and discuss with the union any such market increases if requested by the union.

- (a) **Minimum Pay Rate:** Every employee in the bargaining unit will be paid at least the minimum rate of pay for their job title (pay grade).
- (b) **Maximum Pay Rate:** No employee in the bargaining unit will be paid above the maximum pay rate for their job title (pay grade).

Section 18.2: Annual Increases:

- (a) **Year 1:** Effective the first full pay period following ratification, bargaining unit employees will receive the base rate of pay increase in Chart 1.
- (b) **Year 2:** Effective at the same time as the non-union employee pay increase, bargaining unit employee will receive the base rate of pay increase in Chart 2. Bargaining unit employees not identified in wage Chart 2 will receive an increase to their base rate of pay on the same pay increase and/or lump sum payment on the same terms and basis as the non-union, non-management level clinical employees.
- (c) **Year 3:** Effective at the same time as the non-union employee pay increase, bargaining unit employee will receive a two (2%) increase to their base rate of pay, or the same pay increase and/or lump sum payment on the same terms and basis as the non-union, non-management level clinical employees, whichever is greater.

Section 18.3. Changes in Status: If the employer determines to change the status of bargaining unit employees from salaried to hourly, or vice versa, it will notify the union of such change 30 days in advance.

Section 18.4. New Hire Wage Placement Criteria: Effective for the duration of the agreement, the employer will use the following wage placement criteria for newly hired bargaining unit employees:

- (a) New hires may not be placed at a rate above any current bargaining unit member with comparable years of experience without agreement with the union. This article is not applicable to internal transfers.

Article 19: ALTERATION OF AGREEMENT

Section 18.1. Alteration of Agreement and Waiver.

- (a) No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be made by an employee or group of employees with the Employer, and no amendments or revisions of any of the terms or conditions contained herein shall be binding upon the parties hereto unless executed in writing by the parties hereto. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto, and such agreements shall be in full force and effect to the same extent as any other provisions of this Agreement.
- (b) The Employer and Union acknowledge that 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.
- (c) 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 understanding and/or agreements, shall remain in full force and effect during the term of this Agreement.

Article 20: DURATION OF AGREEMENT

Section 20.1.

This Agreement shall be effective from 11/27/2024 and shall remain in full force and effect through 11/26/2027, and thereafter for successive periods of one (1) year, unless either party shall, at least ninety (90) days prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, renegotiation, change or any combination thereof.

SIGNATURE PAGE

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Employees International Union, AFL-CIO**

McLaren Greater Lansing

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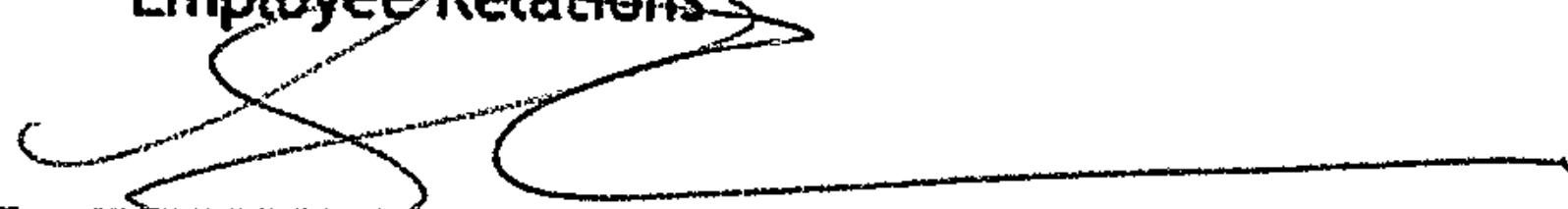
Ben Strickland, Service Representative



**Ryan Stecovich, Human Resource Manager -
Employee Relations**



Jennifer Ball, RN




Shela Khan-Monroe, Vice President Labor Relations



Linda Arens, RN



Amy Yates, Director of Case Management



Polly LeTourneau, Manager of Case Management