

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

HURLEY MEDICAL CENTER

AND

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 459**

PHYSICIAN'S ASSISTANTS AND NURSE PRACTITIONERS

EFFECTIVE THROUGH:

June 30, 2021

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PREAMBLE

This Agreement (“Agreement” or “Contract”) is between HURLEY MEDICAL CENTER (“Employer” or “Medical Center”), and OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 459 (“Organization” or “Union”).

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between Hurley Medical Center, in its capacity as an Employer, and the Organization, in its capacity as a representative of the Employees, so as to serve the best interests of the parties and the people of Hurley Medical Center.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer’s success in establishing proper services for the community.

To these ends the Employer and the Organization encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

Hurley Medical Center and the Organization agree that the Medical Center is legally and morally obligated to provide equality of opportunity and treatment for all employees of Hurley Medical Center and to establish policies and regulations that will insure such equality of opportunity and treatment for all persons employed by the Medical Center in all phases of the employment process.

ARTICLE 1 RECOGNITION

The Medical Center recognizes the Union as the exclusive bargaining representative, as defined in the Michigan Public Employment Relations Act, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, of all of the Employees of the Medical Center in the positions of Physician’s Assistants and Nurse Practitioners, excluding contract employees, agency personnel, and all other employees.

ARTICLE 2 UNION SECURITY

- A. Employees who are not members of the Union, and who desire membership in the Union, shall confirm their desire to join the Union by completing their Union Application Forms. Employees will be admitted to Union membership per the Union’s bylaws.
- B. Pursuant to the Michigan Public Employment Relations Act, it is not a condition of employment that any Employees join the Union or pay dues or agency fees.

- C. The Union agrees that in the event of litigation against the Medical Center, its agents or Employees, arising out of this provision or out of Article 3 – Payroll Deductions For Union Dues, it will indemnify and hold the Employer harmless from any and all claims, demands, losses, costs, and expenses of whatsoever kind and nature (including reasonable attorneys’ fees) that may arise in consequence of the application, implementation, enforcement, or challenge to the validity or enforceability of those provisions, and the defense of actions taken against the Employer before any court or administrative agency. The Union will hold the Employer harmless, if as a result of dues or service fee deductions in compliance with this Agreement, any Court, State Board, Commission, or any other authority rules that any Employee is entitled to refund of such dues or service fees.
- D. If any provision of this Article is determined to be invalid under federal or state law, any remaining provisions will remain in effect. The parties will meet and confer in the event a provision of this Article is determined to be invalid under federal or state law.
- E. Names, addresses, and dates of hire of persons employed to fill positions covered by this Agreement shall be furnished to the Union by the Medical Center. Names of Employees promoted to permanent positions which are excluded from the Bargaining Unit shall be provided to the Union so that they are not included in the collective bargaining activities of the Union.

**ARTICLE 3
PAYROLL DEDUCTIONS FOR UNION DUES**

- A. The Medical Center agrees to deduct from the salaries of Employees, dues and initiation fees or service fees in accordance with the standard payroll deduction form used by the Employer; provided, that the form shall be executed by the Employee and filed with the Human Resources Office of the Medical Center. Prior to making any modifications to the payroll deduction form, the Employer will provide sixty (60) days’ notice to the Union, and allow the Union the opportunity to provide written responses and feedback to the Employer regarding the modifications.
- B. Dues or service fees shall be deducted over twenty-four (24) equal installments taken from the first two (2) pay periods of each month. Regular deductions shall not be made for an Employee who is on leave or layoff or any other reason when such deduction cannot be made from the Employee’s regular pay. The initiation fee shall be paid in one (1) monthly installment within the first thirty (30) days of employment.
- C. All dues so deducted shall be sent to the Treasurer of the Union promptly with a list of names and the amount deducted for each Employee under procedures to be established by the Medical Center.
- D. The Union hereby agrees to indemnify and hold the Employer harmless from any and all liability that may arise in consequence of application of Article 2 – Union Security and

Article 3 – Payroll Deductions For Union Dues. Such indemnity shall include, but not be limited to, reimbursement of any dues, fees, or assessments that the Employer would be ordered to pay back to Employees, court costs and attorneys' fees.

- E. Employees who wish to terminate their authorization for payroll deductions for dues will notify the Employer and Union in writing. Such termination will be effective pursuant to the terms of the Employer's Standard Practice. The Union will be notified by the Employer of the names of such Employees following the end of each month in which the termination took place. Dues deductions for Employees who terminate payroll deductions and subsequently file a payroll deduction authorization with the Employer shall be effective pursuant to the terms of the Employer's standard practice.
- F. In the event of any changes in the dues or initiation fee, the Union shall give thirty (30) days written notification to the Medical Center of the amount which is to be deducted. Such changes shall not exceed two (2) times per calendar year.

ARTICLE 4 MANAGEMENT RIGHTS

- A. The Union recognizes and agrees that the Employer retains the sole right and responsibility to manage and operate its facilities in all respects and as to all matters in connection with the exercise of such right, subject only to the Employees' right to grieve, in accordance with the procedures provided for in this Agreement.
- B. All management rights and functions, except those rights which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration, and not by way of limitation, that such rights and functions include, but are not limited to:
 - 1. Full and exclusive control of the management of the Employer, the right to supervise all operations, the right to determine the number and nature of facilities to be operated, the methods, processes, means and personnel by which any and all work will be performed, the control of property, and the composition, assignment, direction and determination of the size and type of work force;
 - 2. The right to determine the size and location of the operations, the maintenance and order of the operations, the work to be performed, the methods, means and processes of work to be contracted in or out, or purchased, the revision of existing methods and facilities, and the introduction of new or improved methods and facilities;
 - 3. The right to determine the work to be done and the standards, including medical and patient care standards and protocols to be met by Employees covered by this Agreement;

4. The right to hire, direct, assign, recall, transfer and promote Employees, to make and revise shift schedules and hours of work, to determine the number and classifications of Employees to be employed, to determine job requirements and job content, to determine the qualifications of Employees to do work, and to set productivity standards;
 5. The right to determine all matters involving the selection, the number, and the duties and responsibilities of supervisors as well as the terms and regulation of their employment; and
 6. The right to reprimand, demote, suspend and discharge Employees for just cause, to establish reasonable work rules, to layoff Employees and to maintain discipline and efficiency of Employees.
- C. The parties recognize that the Employer is subject to state and federal rules and regulations. The parties further recognize that the Employer is subject to the terms and conditions of grant and service agreements with certain governmental agencies and fund providers. Therefore, the parties agree that none of the provisions of this Agreement shall prohibit the Employer from carrying out its responsibilities under applicable state and federal rules as well as the terms of such grant and service agreements.

ARTICLE 5 REPRESENTATION

- A. Bargaining Unit Employees shall be represented by three (3) Stewards and three (3) Alternate Stewards selected by the Union. The Employer recognizes the Stewards and Alternates selected by the Union as representatives of the Union in the administration of the provisions of this Agreement.
- B. The Union shall notify the Employer in writing of the designated Stewards and Alternate Stewards. The Union shall submit any changes to the Labor Relations Office at least three (3) days before the effective date of the change.
- C. When an Employee requests Union representation, for an unresolved issue, their immediate supervisor shall be notified of the request to meet a Steward or Alternate Steward. The release of a Steward or Alternate Steward by the Medical Center to the Office of Human Resources, or the Nursing Office if the Office of Human Resources is closed, shall be made within a reasonable period of time upon an Employee's request for representation. Such meeting shall not interfere with the delivery of patient care by any Employee.
- D. Medical Center Access. A Steward or Alternate Steward may visit the areas of the Medical Center where the Bargaining Unit Employees are located to represent them in accordance with this Agreement at reasonable times during working hours that do not interfere with operations of the Medical Center. The Steward or Alternate Steward must first seek permission from their immediate supervisor and the Labor Relations Officer or

their designee, which will not be unreasonably denied. Time spent by a Steward or Alternate Steward must be for the representation of Bargaining Unit Employees, and will be without compensation after a total of twenty-four (24) hours expended by both a Steward and Alternate Steward in each Contract year. The Medical Center may adopt reasonable check-in/check-out procedures to facilitate release of Stewards and Alternate Stewards for representation. Stewards and Alternate Stewards will follow such check-in/check-out procedures upon their adoption.

- E. Stewards and Alternates shall be compensated for time spent in meetings, if scheduled to work, with representatives of the Employer to discuss grievances, or to be present during discussions regarding Employee discipline, which time shall not be counted against the paid time limit in Section D of this Article. It is understood that Nurse Practitioners and Physician Assistants are professionals and will assume their professional responsibilities at all times while on duty. Therefore, Employees will not ignore any of their patient care responsibilities while involved in the processing of grievances.

ARTICLE 6 NON-DISCRIMINATION

- A. The parties will apply the provisions of this Agreement equally to all Employees in the Bargaining Unit without discrimination based on race, color, national origin, religious affiliation, sex, marital status, height, weight, disability, Union membership or Union activity.
- B. Nothing in this Article shall be construed to prevent an Employee alleging discrimination from exercising constitutional or statutory rights which may be available, or from exercising the rights available under other provisions of this Agreement.

ARTICLE 7 NEGOTIATION PROCEDURE

- A. Negotiating Committee. The Union will be represented in negotiations by a Negotiating Committee of no more than three (3) Bargaining Unit members. The members of the Negotiating Committee shall be determined by the Union.
- B. Negotiations. Negotiations will be held at dates and times determined by the parties. The Employer will arrange to release the Negotiating Committee members from their work assignments for negotiations, if scheduled during their shift, and sufficient coverage is available. Members of the Negotiating Committee will receive compensation for time spent in negotiations, not to exceed a total of forty-eight (48) hours, combined, for all members of the Union's Negotiating Committee. Such hours shall not be counted as hours worked for computation of overtime or premium rates of compensation under this Agreement.
- C. Supplementary Agreement. Any supplementary agreement executed by the parties during the term of this Agreement shall be made a part of it.

ARTICLE 8 GRIEVANCE PROCEDURE

Under this Agreement, a grievance shall mean any controversy or claim arising out of or relating to wages, hours, and conditions of employment, or any controversy or dispute arising out of or relating to this Contract.

- A. The following procedure shall be the sole and exclusive means for resolving grievances. A grievance may be filed by an individual Employee or group of Employees or by the parties to this Agreement. The Grievance Procedure as described below must be initiated by the grievant(s) within thirty (30) calendar days of the grievant's knowledge of the occurrence of the matter to be grieved.

Step 1. If an Employee feels they have a grievance, prior to reducing it to writing, it must be discussed orally with their immediate supervisor either individually or with their Union representative present. The supervisor will meet on the shift in which the grievance originated. At that time a standard form will be signed by both parties documenting verbal presentation of the grievance, and if resolved at this point, the disposition. If the immediate supervisor believes that the matter is not within their jurisdiction, the matter will then be discussed with the Labor Relations Officer or their designee, who will either accept the grievance as within their jurisdiction or refer the grievant(s) to the proper person, and who will sign a standard form documenting their referral. The immediate supervisor or the person to whom the grievance was referred must reply to the grievance within five (5) working days.

If the subject matter of a grievance involves Employees of more than one (1) department, or if the subject involves a matter of broad Medical Center policy, the grievance shall be initiated at Step 3 and proceed accordingly.

Step 2. If the grievance is not thereby disposed of it shall be submitted by the grievant(s), in writing, to their immediate supervisor within seven (7) working days following discussion with the immediate supervisor, on the standard grievance form. The grievance shall set forth the provisions of the Contract involved, if applicable, and explain how the Agreement has been allegedly violated, or the non-contractual basis for the grievance, and the remedy desired. The immediate supervisor or the person to whom the grievance was referred shall place the written disposition on the grievance form within five (5) working days and return it to the grievant(s). A copy of this completed form shall be given to the Union.

Step 3. If the grievance remains unresolved, the Union may, within seven (7) working days after receipt of the grievance disposition in Step 2, submit the grievance to the Labor Relations Officer or their designee. The Union or its designee, and the Labor Relations Officer or their designee, may meet to discuss the grievance within seven (7) working days from the date the Labor Relations Officer or their designee receives the grievance. The Labor Relations Officer or their designee will place their disposition of the grievance

in writing on the grievance form and shall return it to the Union. Such disposition of the grievance shall be issued no later than seven (7) working days after submission of the grievance to the Labor Relations Officer or meeting with the Union, whichever is later.

Step 4. If the grievance is not settled at Step 3, the Union may request arbitration within thirty (30) calendar days following the receipt of the written grievance disposition by the Labor Relations Officer or their designee. If no such notice is given within the prescribed time limits provided, the grievance shall not be arbitrable.

1. The Arbitrator shall be selected in the following manner:
 - a. The parties agree to meet as soon as reasonably possible, but no later than sixty (60) days after ratification of the Contract, to select an *ad hoc* panel of Arbitrators. This panel shall contain no more than three (3) members who will be selected via mutual agreement by the Medical Center and the Union. The arbitration panel list will be alphabetized with cases distributed on a rotational basis. If a panel arbitrator is unable to arbitrate, the next panel arbitrator shall be selected to arbitrate the grievance. Revisions to this list may be made by mutual agreement between the parties.
 - b. Either party may remove no more than one (1) arbitrator from the panel during any twelve (12) month period, by giving ten (10) days' written notice to the other party. In the event a panel arbitrator is removed from the panel list or becomes unavailable to arbitrate any grievances, the parties will promptly select, by mutual agreement, a replacement panel arbitrator.
2. The Arbitrator shall have no power to add to or subtract from or modify any terms of this Agreement or any supplemental agreement thereto.
3. No economic adjustment shall be made by the Arbitrator for more than twenty-four (24) months retroactively from the date the grievance was submitted.
4. The Arbitrator will be requested to make their best efforts to issue their written ruling within thirty (30) calendar days following the conclusion of the hearing of arguments and/or submissions of post-hearing briefs in the case.
5. The Arbitrator's award will be binding on the Employee(s) involved, the Union, and the Medical Center.
6. The fees and expenses of the Arbitrator shall be split equally between the Union and the Employer. Each party shall be responsible for its own costs associated with the arbitration, including those for legal counsel, experts, and witnesses.

7. No decision of the Arbitrator or the Medical Center's Management in one case shall create a basis for retroactive adjustment in any other case.
 8. The Bargaining Unit members shall have right to request and receive representation of the Union at all disciplinary and grievance hearings.
- B. Withdrawal of Grievances. The Union may withdraw any single or multiple grievance at any step of the Grievance Procedure by notifying the Medical Center in writing. Any grievance so withdrawn is presumed to have been settled in accordance with the last answer given and may not be made the subject of another grievance and may not be carried further in the Grievance Procedure. A grievance which has been referred to an Arbitrator may not be withdrawn by either party except by mutual consent.
- C. Release Time for Parties. The grievant, if still employed by the Employer, and not suspended, will be released to attend the arbitration hearing, without a loss of pay if the grievant's attendance at the hearing takes place during scheduled work hours. Any Bargaining Unit members who are called as witnesses by the Employer will be released, without loss of pay, to testify. The parties will cooperate in minimizing the hearing's interference with the Employer's operations.
- D. Time Limits. Any grievance which is formally presented at any step of the Grievance Procedure and is not advanced to the next step by the Union within the specified time limits is presumed settled on the basis of the last answer given. No grievance so settled can be reactivated in any future time or made subject to any future appeal. Time limits may only be extended by mutual written consent of the parties.
- E. Work Days. Work days shall mean calendar days excluding Saturday, Sunday and holidays.

ARTICLE 9 EVALUATIONS

- A. Written evaluations of the work performance of Bargaining Unit members shall be completed in accordance with schedules established by the Medical Center. Evaluations shall be conducted by individuals who are not in the Bargaining Unit and appointed by the Employer.
- B. Employees shall acknowledge such evaluation by signature; however, such signature will imply neither agreement nor disagreement with the evaluation. If the Employee is in disagreement with the evaluation, the Employee may file a written response to the evaluation, which shall be placed in their personnel file.
- C. Performance issues shall be addressed with Employees in a timely manner. Evaluators of Bargaining Unit Employees will make reasonable efforts to notify an Employee about performance issues which will negatively affect the Employee's performance rating prior to noting such performance issues in the Employee's written performance evaluation.

Written evaluations shall not be used to delay any salary increase which may be due to an Employee under the terms of this Agreement.

- D. If an Employee receives an unsatisfactory written performance evaluation, the Employee may file a written grievance concerning such evaluation pursuant to the terms of this Agreement.

ARTICLE 10 EMPLOYEE DEFINITIONS

- A. Full-Time Employee (1.0 FTE). An Employee who is regularly scheduled to work at least forty (40) hours per week during a forty (40) hour work week period, and who has successfully completed the required probationary period.
- B. Part-Time Employee (0.1 – 0.9 FTE). An Employee who is regularly scheduled to work less than forty (40) hours per week during a forty (40) hour work week period, and who has successfully completed the required probationary period.
- C. Probationary Employee.
 1. An Employee who has been hired into a Bargaining Unit position by the Employer, on a full-time or part-time basis, and who has been continuously employed by the Employer for less than one thousand forty (1,040) hours.
 2. A probationary period may be extended up to an additional one thousand forty (1,040) hours by mutual agreement of the Employer and the Union. In the event that the parties agree that the probationary period should be extended, the Employee will be notified, in writing, of the areas requiring improvement. During the probationary period, an Employee may be terminated by the Employer without notice, without cause, and without recourse to the Grievance Procedure.
 3. During the original or extended probationary period, a Probationary Employee shall not be eligible to apply for other Bargaining Unit positions.
- D. Temporary Employee. An employee who was hired to fill a Bargaining Unit position on an interim basis that is seasonal, or hired to fill positions temporarily as a result of vacancies, leaves of absence, vacations, retirements, military leaves, employment terminations, or emergency conditions. The term of a temporary employee shall not exceed one hundred eighty (180) days during a calendar year, or the expected length of an Employee's absence (whichever is greater). Temporary appointments beyond one hundred eighty (180) days or the expected length of an Employee's absence, will require written agreement by the Union. Temporary employees are excluded from the Bargaining Unit and are not covered under the terms of this Agreement. The Union shall receive advance written notification of any temporary appointments.

- E. Agency Workers. An individual who provides services to the Employer through a contract with a third party, and is an employee of a third party. Agency workers are excluded from the Bargaining Unit, and are not covered under the terms of this Agreement.

ARTICLE 11 DISCIPLINE

- A. All Standards of Practice, Rules and Regulations, and Policies and Procedures of the Employer currently in effect or hereinafter adopted shall be observed by all Bargaining Unit Employees.
- B. Discipline. The Employer will not discharge or take disciplinary action against a non-probationary Bargaining Unit member without just cause. Where appropriate, such disciplinary action will be corrective and progressive in nature; provided, however, the Employer reserves the right to issue discipline at any level. Furthermore, such disciplinary action issued to an Employee will be presented to and discussed directly with the Employee by the Employer. A Steward or Union representative shall be present at any such disciplinary meeting unless the Employee specifically requests that a Steward or Union representative not be present. If the Employee is not available for the presentation of the disciplinary action, the Policies of the Employer will be followed.
- C. Professional Staff Oversight. The parties recognize that Bargaining Unit Employees are subject to the Bylaws, Policies and Procedures, and Rules and Regulations that apply to all individuals, regardless of employment status, with privileges at Hurley Medical Center. Matters related to professional conduct; professional competence, which includes direct patient care and clinical competence; and peer review are governed by the Professional Staff Bylaws, Policies and Procedures, and Rules and Regulations. Except as otherwise provided in this Article, any decisions regarding such matters that are made pursuant to the Professional Staff Bylaws, Policies and Procedures, and Rules and Regulations, are outside the scope of this Agreement and, as such, are not subject to the grievance or arbitration provisions of this Agreement.
- D. Behavior Review Path. An Employee will not be both disciplined by the Employer and subject to review by Professional Staff for any single instance of behavior or professional performance. If the initial determination is made that the Professional Staff, rather than the Employer, will review the behavior or professional performance, the Employee has the right, within seven (7) calendar days of notice of the decision, to demand the decision be presented to a Review Panel for expedited arbitration under Step 4 of the Grievance Procedure in Article 8 – Grievance Procedure, except as modified herein. If an Employee demands expedited arbitration under this Section any applicable deadlines set forth in the Professional Staff Bylaws, and Hurley Medical Center policies, shall be tolled until the Review Panel issues its determination.
 - 1. Review Panel. The Review Panel will consist of three (3) individuals, as follows: a representative chosen by the Employer, a representative chosen by the Union,

and pursuant to the Union's request, a volunteer from one of the follow groups: physicians on the Medical Executive Committee, physicians on the Credentials Committee, or Department Chairs. If the Union is unable to secure the third member of the panel within seven (7) calendar days of the demand for expedited arbitration under this Section, the third panel member will be the Chief of Staff, or in their absence the Vice Chief of Staff, of the Professional Staff of Hurley Medical Center.

2. Hearing and Determination. The Review Panel shall schedule a hearing within fourteen (14) calendar days of receiving notice of their appointment and shall issue their determination within three (3) work days, as defined in Article 8 – Grievance Procedure, of the hearing. If the majority of the panel determines that the behavior at issue is not one related to professional conduct or professional competence, which includes direct patient care and clinical competence, the behavior at issue will be addressed by the Employer through the Human Resources Department, rather than pursuant to the Professional Staff Bylaws, as prescribed by Section B of this Article. The decision of the Review Panel will be final and binding upon the parties.

E. Arbitration of Professional Staff Recommendation. In the event that the Professional Staff recommends action to the Board of Hospital Managers that, if ultimately approved by the Board of Hospital Managers, would result in either the termination of the Employee's Professional Staff Membership or the reduction of the Employee's privileges in a way that would result in them not meeting the minimum job requirements of their position, the Union may, following completion of the Fair Hearing Plan or automatic suspension (except as a result of action taken by an outside party) as established in the Professional Staff Bylaws, demand arbitration in accordance with this Section.

1. Time to Request Arbitration. The Union may only request arbitration following the exhaustion of all opportunities for review and hearing as provided by the Professional Staff Bylaws. As such, the Union must make a written demand for arbitration within seven (7) calendar days of the conclusion of the hearing by the hearing officer or panel as provided for in the Fair Hearing Plan. Once demanded, the Employer will notify the next panel arbitrator on the list established pursuant to Step 4 of Article 8 – Grievance Procedure.
2. Scope of Award. The Arbitrator's review will be limited to determining whether the Fair Hearing Plan procedures as outlined in the applicable Professional Staff Bylaws were followed as they relate to the Professional Staff's recommendation and the opinion of the hearing officer or panel pursuant to the Fair Hearing Plan. The Arbitrator may not receive any evidence regarding the merits of the issue underlying the recommendation or issue any opinion and award addressing whether such recommendation should be followed.
3. Effect of Arbitration. If an Employee requests arbitration pursuant to this Section, the Board of Hospital Managers will not take action on the underlying

recommendation of the Professional Staff until the Arbitrator issues their Opinion. The parties agree that the time period for the Board of Hospital Managers to render its decision pursuant to the Professional Staff Bylaws will be extended until fourteen (14) calendar days after the Arbitrator renders a decision under this Section. If the Arbitrator determines the Fair Hearing Plan procedures were followed, the Board of Hospital Managers shall proceed to approve or decline to accept the recommendation of the Professional Staff. If the Arbitrator determines the Fair Hearing Plan procedures were not followed, the Chief Medical Officer shall refer the issue back to the Professional Staff to address the procedural issue(s) cited by the Arbitrator. A subsequent recommendation by the Professional Staff following a referral by Chief Medical Officer under this Section shall not be subject to arbitral review. The decision of an Arbitrator under this Section will be final and binding upon the parties.

4. Except as otherwise provided in this Article, the Arbitration hearing under this Section shall be held in accordance with the provisions in Step 4 of Article 8 – Grievance Procedure.
5. Nothing in this Agreement limits the action(s) that may be taken by the Professional Staff, including but not limited to summarily suspending Professional Staff privileges, or limits the appeal rights afforded to Employees under the Professional Staff Bylaws.

ARTICLE 12 SENIORITY

- A. Seniority shall be defined as continuous length of service in Bargaining Unit classifications, without interruption or break in service. Seniority in the Bargaining Unit classifications will be the criteria for determination of benefits as specifically noted in this Agreement, unless otherwise indicated. Seniority shall not apply to an Employee until completion of the required probationary period. Upon satisfactory completion of the probationary period, the Employee shall be credited with seniority from their most recent date of hire.
- B. A seniority list will be maintained for all Bargaining Unit Employees. Seniority accrued shall be based on total hours paid, not to exceed eighty (80) hours per pay period. The Employer shall provide the Union with an up-to-date seniority list every six (6) months, upon request. The seniority list shall show each Employee's name, job classification, Bargaining Unit seniority, address, and work status. The Employer will supply the Union with same information for all new hires and separated Employees upon the Union's request. A seniority list provided to the Union by the Employer shall be deemed accurate and binding upon the Union, Bargaining Unit Employees, and the Employer, unless the Union or a Bargaining Unit Employee files a written objection to the seniority list (including errors in any prior seniority list) within thirty (30) days of the date it is provided to the Union. The resolution of disputes regarding the accuracy of a seniority

list shall be through the Grievance Procedure under this Agreement, or by mutual agreement between the parties.

- C. Seniority shall be terminated if an Employee is absent due to illness or injury for more than twelve (12) consecutive calendar months or for a period equal to the Employee's Bargaining Unit seniority (whichever is less), voluntary resignation, retirement, or employment discharge. Following an absence due to illness or injury, if an Employee does not return to active employment for a period of at least sixty (60) consecutive calendar days, then any subsequent absence due to an illness or injury shall be considered a continuation of the immediately preceding absence(s) for purposes of this provision. Seniority shall also be terminated if an Employee is laid-off and not reinstated for more than twenty-four (24) consecutive calendar months or a period equal to the Employee's length of service (whichever is less).
- D. The following absences shall not be considered breaks in service, and during such listed absences seniority shall be retained but not accrued:
1. Approved unpaid leaves of absence up to twelve (12) consecutive calendar months or a period equal to the Employee's Bargaining Unit seniority (whichever is less);
 2. Layoffs up to twenty-four (24) consecutive calendar months or a period equal to the Employee's length of service (whichever is less);
 3. Upheld disciplinary suspensions;
 4. For the period in which an Employee holds a temporary non-bargaining unit position, not to exceed one hundred eighty (180) consecutive calendar days; or
 5. Any unauthorized absence from work of three (3) or more consecutive work days which does not result in the Employee's separation from service.
- E. The following shall not be considered as breaks in service, and seniority shall continue to accrue during such periods of absence as provided and limited below:
1. Any military leave (paid benefits shall not accrue during such leave);
 2. Any educational leave, not to exceed one (1) year (paid benefits shall not accrue during such leave);
 3. Any Union business leave, not to exceed one (1) year (paid benefits shall not accrue during such leave);
 4. Any unpaid sick leave, not to exceed one (1) year (paid benefits shall not accrue during such leave);

5. Maternity or adoption leave (paid benefits shall not accrue during such leave); or
6. Periods of work related disability for which the Employee received worker's compensation benefits, not to exceed two (2) years (paid benefits shall not accrue during such leave).

Seniority accrual under this Section will be credited only if the Employee returns to work from the leave of absence.

- F. In the event there is a tie in total hours paid in the Bargaining Unit as provided in Paragraph B, Employees with the same seniority shall be ranked according to date of hire into a Bargaining Unit position, with the earliest hire date ranking highest. If there are still ties following such process, the last four digits of the social security number of those Employees who are still tied on the seniority list shall be rank ordered, and the Employee with the lowest number shall be deemed the most senior Employee on the seniority list.

ARTICLE 13 LAYOFF AND RECALL

- A. A layoff is defined as a permanent or prolonged reduction in the number of Employees or work hours. Layoffs shall be by Bargaining Unit job classifications within a cost center. The Employer retains the right to determine whether and when layoffs are necessary, as well as the number of Employees who will be affected.
- B. The following order of layoffs shall be applied:
 1. Temporary employees within the affected cost center.
 2. Agency staff assigned to the affected cost center.
 3. Probationary Employees in the affected cost center.
 4. Full-time and Part-time Employees in the affected cost center, with Employees in the lowest step of a job classification promotional series, as defined in Article 14 – Job Vacancies and Promotions, that have the least amount of seniority, being laid-off first.
- C. An Employee who is subject to layoff shall have the right to apply for a vacant Bargaining Unit position in another cost center.
- D. Employees who are laid-off will be given at least fourteen (14) calendar days' notice of layoff, or will receive pay in lieu of notice for all scheduled days in such fourteen (14) day period, except for when unforeseeable conditions beyond the control of the Employer prevent such notice. The Employer shall also provide the Union with at least twenty-eight (28) calendar days' notice prior to the layoff of Bargaining Unit Employees. At the time it provides notice of layoff, the Employer will also provide the Union with a list of

Bargaining Unit Employees subject to layoff, and a list of any Bargaining Unit position vacancies in other cost centers. Upon request, 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 layoffs.

- E. Bargaining Unit Employees who are laid-off, shall have a right to be recalled to their Bargaining Unit classification for a period of twenty-four (24) consecutive calendar months or for a period equal to the Employee's Bargaining Unit seniority (whichever is less), from the date of the Employee's layoff.
- F. Recalls from layoff shall be made in reverse order of the layoff from the cost center.
- G. Written notice of recall from layoffs shall be provided to the Employee by regular mail to their last known address on file with the Employer, at least fourteen (14) calendar days prior to the date that the Employee is to report to work. The Employee shall forfeit recall rights and seniority, and be considered to have voluntarily terminated employment, if they fail to report to work on the date stated in the written notice of recall.
- H. No new Employees or agency workers will be placed into a Bargaining Unit classification in a cost center that has Bargaining Unit members who have not been recalled from layoff.
- I. The Employer shall pay its share of insurance premiums for a laid-off Employee currently receiving health care benefits for the remainder of the monthly premium period in which the layoff occurred. Laid-off Employees may continue health insurance coverage under the Employer's group insurance plan in accordance with applicable COBRA continuation policies of the Employer.
- J. One (1) Steward selected by the Union shall head the seniority list for their cost center for purposes of layoff.
- K. In the event the Employer determines to reduce the number of work hours in a cost center due to low census or any other cause, the Employer will first request volunteers from the cost center and shift where the reduction in work hours will take place, starting with Employees in the lowest step of a job classification promotional series with the highest amount of seniority, and then agency workers. In the event that work hours need to be involuntarily reduced, the Employer will reduce the work hours of the least senior Bargaining Unit Employee in the cost center and shift affected by the reduction, starting with Employees in the lowest step of a job classification promotional series, subject to patient care needs, staff considerations, hours of operation, and qualifications to perform needed work. Bargaining Unit Employees whose hours are voluntarily or involuntarily reduced shall utilize paid personal time or vacation time from extra shifts worked in a pay week.

ARTICLE 14
JOB VACANCIES AND PROMOTIONS

- A. For purposes of this Article, “vacancy” means an opening in a Bargaining Unit position due to the creation of a new position, or the retirement, resignation, or separation of a Bargaining Unit Employee, that the Employer determines, in its discretion, to fill with an employee of the Employer.
- B. The Employer will post a notice of a vacancy within the Medical Center for ten (10) consecutive calendar days. A copy of the notice of vacancy will be provided to the Union. The notice shall include the title of the vacant position, and minimum position qualifications. The Employer may elect, in its discretion, to post the vacancy outside the Medical Center and fill the vacancy with an applicant who is not a member of the Bargaining Unit, subject to Section C of this Article.
- C. Eligible Bargaining Unit Employees may apply for a vacancy with the Human Resources Department. Bargaining Unit Employees shall only be considered for vacancies if they meet the minimum qualifications. The Employer will consider the applicant’s education, training, and experience, in making its decision to fill a vacancy. Qualified applicants will be deemed to be equal in education. The Employer will fill the vacancy with an applicant who has received the highest passing score (including credit for the Bargaining Unit member’s seniority) among all applicants. If no qualified Bargaining Unit Employees apply for a vacancy, the Employer may fill the vacancy with an applicant who is not a member of the Bargaining Unit.
- D. Promotions. Progression along a job classification series may occur based upon the clinical needs of a cost center, and the demonstrated competency of the Employee. The following are examples of job classification series within cost centers of the Medical Center:
 - 1. Emergency Department – ED Clinical Practitioner I promoted to ED Clinical Practitioner II.
 - 2. Trauma Department – Surgical Practitioner promoted to Surgical Multi-Specialty Advance Practitioner I; Surgical Multi-Specialty Advance Practitioner I promoted to Surgical Multi-Specialty Advance Practitioner II.
- E. Probationary Employees shall not be eligible to apply for a Bargaining Unit vacancy.

ARTICLE 15
SUBCONTRACTING

The right of contracting or subcontracting is vested in the Medical Center. It is not the intention of the Medical Center to lay off or demote Bargaining Unit Employees. The Medical Center will hold advance discussion with the Union before engaging in contracting or subcontracting that would affect Employees covered by this Agreement. The Union’s

representatives will be advised of the nature and scope of work to be performed and the reasons (equipment, manpower, etc.) why the Medical Center is contemplating contracting out the work.

ARTICLE 16 SPECIAL CONFERENCES

Special conferences for important matters may be arranged between the Union and the Labor Relations Officer, or their designated representative. For those issues which merit a special conference, it will be held within ten (10) business days, on a date mutually selected by the parties, upon written notice by either party. Such meetings will be attended by representatives of the Employer and no more than three (3) representatives of the Union. A maximum of two (2) representatives of the Union who are employed by the Medical Center may attend the special conference without the loss of pay for time spent attending a special conference during scheduled hours of work.

ARTICLE 17 SCHEDULING

A. Work Schedules.

1. The parties understand that the Employer must have an appropriate level of staffing, including the proper skill mix, on each shift. The parties also understand and agree that staff in each cost center will work together to cover all required shift assignments, taking into account the needed skill mix and qualification of individuals assigned to work on each shift. If any scheduling conflicts in a cost center cannot be resolved through the collaboration of staff, the Employer will determine the number of Employees in each classification for each shift on the official work schedule based on the staffing needs in the area, taking into account the needed skill mix and qualification of all staff on a shift subject to the requirements of this Article.
2. Scheduling will be completed in four (4) week blocks coinciding with Medical Center pay periods. "Blank" work schedules covering a four (4) week period and indicating the shifts available and qualifications needed for each shift, will be made available in each department.
3. Bargaining Unit Employees may make a written schedule request at least six (6) weeks before the effective date of the official schedule for the time period of such request.
4. Official work schedules, covering a four (4) week block, will be made available at least four (4) weeks in advance of the time covered by that schedule.
5. If any scheduling conflicts in a cost center cannot be resolved through the collaboration of staff, the Employer will make shift assignments on the official work schedule based on the staffing needs in the area, taking into account the

needed skill mix and qualifications of all staff on a shift. If two (2) or more Employees in the same classification request to be assigned to a particular shift in a cost center and their assignment to the shift would result in excess staffing, the Employee(s) with the most Bargaining Unit seniority will be assigned to the requested shift in the cost center. If the Employer must select an Employee within a particular job classification for a shift assignment due to a lack of volunteers, the Employer shall select the Employee(s) within the job classification needed in the cost center with the least amount of Bargaining Unit seniority.

6. The Employer may exclude Employees in orientation or training to meet the next step or level of qualification from being displaced from a shift.
 7. Daily assignments may be adjusted based upon the Employer's needs.
 8. The Employee and the Employee's supervisor must agree to changes to an official schedule after it has been distributed. An Employee may change work schedules by "trading" with another Employee upon prior supervisory consent.
 9. Bargaining Unit Employees' preferences shall be granted before Agency Workers, based on the clinical needs of the cost center.
- B. Regular Shifts. Regular Bargaining Unit shifts may consist of either eight and one-half (8½) hours, ten and one-half (10½) hours or twelve and one-half (12½) hours, and, may include working alternate weekends.
- C. Nothing in this Article restricts the Employer's right to require mandatory overtime when necessary, or to modify the final schedules upon mutual agreement.

ARTICLE 18 NO STRIKE/NO LOCKOUT

- A. It is recognized that the need for proper care and treatment for patients are of paramount importance and that there should be no interference of such care and treatment. Therefore, the Union and its officials under this Agreement will not engage in, encourage or condone action resulting in absence from one's position or failure to report to work, which would interfere with the treatment and welfare of the patients. Members of the Bargaining Unit will not engage in any strike, sit down, stay in, slow down or similar action which would interfere with the service and welfare of patients. Bargaining Unit members who violate this provision shall be subject to discipline for cause, including discharge.
- B. The Employer shall not lock out any Employees during the term of this Agreement.
- C. This Article shall be binding on both parties during the term of this Agreement, or any extension of the Agreement.

**ARTICLE 19
SAVINGS CLAUSE**

Any provision of this Agreement determined to be in conflict with the Constitution of the United States, or the State of Michigan, or the laws of the United States or the State of Michigan, shall be null and void and the remaining provisions shall remain in full force and effect.

**ARTICLE 20
SUCCESSORSHIP**

This Agreement binds the successors of the parties to the extent provided by law. The Medical Center will notify any successor of the existence of this Agreement. The Medical Center will notify the Union in advance of any change in ownership of the Medical Center. Such notice will be at least thirty (30) days in advance of the change in ownership if possible. The Medical Center will bargain the effects to the Union's members of any change in ownership of the Medical Center as required by law.

**ARTICLE 21
VACATIONS**

- A. Upon employment, Full-time Bargaining Unit Employees shall accrue paid vacation time as provided herein, for consecutive service:

Years of Service	Hours accrued per 80 hours worked	Maximum number of days per calendar year	Maximum accumulation (3 years)
Less than 5 years	3.39	11	33
5 – 9 years	4.62	15	45
10 years	4.93	16	48
11 years	5.24	17	51
12 years	5.54	18	54
13 years	5.85	19	57
14 years	6.16	20	60
15 years and over	6.47	21	63

Paid vacation computation/accrual is based upon paid hours, not to exceed eighty (80) hours per paid period (two thousand eight (2,080) hours for each calendar year).

- B. Consecutive service for purposes of this provision shall be defined as continuous employment which is not interrupted by resignation or employment discharge.
- C. Vacation leave may be taken at any time during the calendar year with the approval of the Employee's supervisor. Vacation leaves must be requested on an electronic leave of

absence form. Vacation leave requests of more than three (3) days must be made at least six (6) weeks in advance of the time period requested; which time period may be waived by the head of the Employee's cost center.

- D. Whenever possible, vacation leaves will be scheduled in accordance with the request of the Employee, subject to the right of the Employer to approve a vacation leave request based upon the staffing needs of the cost center to which the Employee is assigned.
- E. Employees must have a sufficient amount of accumulated paid vacation hours to cover a requested vacation leave period prior to the commencement of the vacation leave.
- F. Paid vacation time shall be utilized in one (1) hour increments.
- G. If an Employee's vacation period includes an unscheduled paid holiday, the Employee shall receive holiday pay in lieu of a paid vacation day.
- H. If the employment of an Employee is terminated at any time after the completion of two thousand eighty (2,080) work hours, or if the Employee enters into the armed services of the United States at any time during their employment, paid vacation time shall accumulate up to the date of the separation from employment, and the Employee shall be entitled to receive payment for all accumulated unused paid vacation time. Employees with less than two thousand eighty (2,080) work hours shall not be entitled to the payment accumulated unused paid vacation time upon termination of their employment.
- I. In the event of an Employee's death, after the completion of two thousand eighty (2,080) work hours, the amount of any accumulated unused paid vacation time will be paid to the Employee's estate, or designated life insurance beneficiary in the event a probate estate action has not been commenced.
- J. Any accumulated paid vacation time in excess of a maximum accumulation provided under this provision shall be forfeited on July 1st of each year. Employees who receive the maximum accumulation of paid vacation days as a result of a denied vacation request, shall be paid for the excess paid vacation days during their first full paid period after July 1st. Payment of excess accumulated paid vacation days must be requested by the Employee, on a leave form which states that the excess paid vacation time was a result of denied vacation leave requests.
- K. The Employer may require that an Employee take paid vacation leave time up to one-half (½) of the vacation leave time accrued during a calendar year.
- L. Vacation Scheduling. Time off for vacations will be granted on a seniority and preference basis. The Union and all Employees understand that vacation scheduling, as with all other matters involving schedule adjustment, is subject to the staffing needs of the Medical Center.

1. Employees will apply for time off for vacations in writing to the Employee's supervisor on a form provided by the Employer. The Employer will take vacation applications twice yearly:
 - a. Vacation requests for the months of May through October must be applied for by January 31st of each year.
 - b. Vacation requests for the months of November through April must be applied for by July 31st of each year.
2. Employees shall designate requested vacation periods as their first, second, or third choice.
3. No Employee will be granted a second vacation period before another requesting Employee has received a choice, if vacation requests conflict.
4. The Employer will post a list of approved vacation periods as soon as possible after the conclusion of the January and July request periods.
5. Employees must have the accrued vacation time available prior to commencement of the time off requested, or the vacation request will be considered denied.
6. Employees may make vacation requests outside of the time frames above after all prior requests have been granted or denied. Such requests may be granted on a first come, first serve basis.

ARTICLE 22 HEALTH COVERAGE

- A. Health Coverage. The Employer will provide health insurance benefits to eligible Employees. The Employer will pay toward such benefit no more than the annual payment limits permitted for each coverage category (single, two-person, and family) as may be adjusted by the state Treasurer pursuant to Section 3 of the Publicly Funded Health Insurance Contribution Act, MCL 15.563, or the premium amount for the selected coverage, whichever is less. If, during the term of this Agreement, the state Treasurer adjusts the annual payment limits permitted for each coverage category pursuant to MCL 15.563, the adjusted annual payment limits will apply for the benefit plan coverage year beginning after the adjustment.

Employees may choose from among the following health coverages:

1. BCBSM EPO
2. BCBSM PPO
3. Any additional plan offered by the Employer

Employees will pay premium contributions through pretax payroll deductions, which will be taken in equal installments from the Employee's first two (2) paychecks in each calendar month. Employees will be required to comply with applicable insurance policies and regulations.

- B. Other Coverage. During the term of the Agreement, the Employer may offer a different health coverage plan to eligible Bargaining Unit members. The Employer will provide the Union advance notice regarding any such additional health coverage plans and an opportunity to confer.
- C. Comparable Coverage through Other Carriers. During the term of the Agreement, the Employer may replace one or more of the health coverage options with a plan provided by another carrier, provided the benefits are comparable, and if the costs for eligible Employees are not increased over the costs that would apply if the replaced coverage were retained. Before the Employer replaces a health coverage option pursuant to this Paragraph, the Employer will provide notice to the Union, and upon request will meet with the Union and confer regarding the proposed replacement.
- D. Spousal/Dependent Coverage. If an Employee's spouse has elected other health care coverage, the spouse is ineligible for coverage provided by the Employer; provided, a spouse who has retiree health insurance or Medicare insurance may participate in health coverage provided by the Employer. As a condition of continued spousal coverage under a health coverage plan offered by the Employer, an Employee may be required to sign an affirmation that the Employee's spouse has not elected other health insurance coverage. Coverage for dependents shall be assigned by established coordination of benefit rules.
- E. Health-Contingent Wellness Program. As part of the health insurance coverage offered to Employees, the Employer may implement a health-contingent wellness program as authorized by the federal Patient Protection and Affordable Care Act, 42 USC 18001 *et seq.*, and the regulations thereunder. This outcome-based wellness program will be created for purposes of improving the health of Employees and reducing the cost of healthcare for Employees and the Employer. Any Health-Contingent Wellness Program will be voluntary, and Employees will incur no additional cost.
- F. The Employer may meet periodically with a committee of representatives of Hurley Medical Center unions to discuss health care utilization data for persons utilizing Employer-provided health care coverage.
- G. The Human Resources Department will provide educational sessions for Bargaining Unit members on health care options during each open enrollment period.

ARTICLE 23 OCCUPATIONAL HEALTH PROGRAM

- A. Physical Examinations.

1. Prospective new hires and transfers to the Bargaining Unit may receive a physical examination, and laboratory and radiology tests, as required by the Medical Center, at no expense to the Employee.
 2. Following surgery of any duration requiring a leave, or any illness leave of fourteen (14) days or longer, an Employee may be required to have a physical examination by a licensed physician designated by the Medical Center, at no expense to the Employee, before the Employee is allowed to return to work. Employees must provide a "Clear to Return to Work" form signed by their treating physician prior to the end of an approved illness leave.
 3. Screening tests or immunizations of an Employee will be required when requested by the Medical Center, at no expense to the Employee.
- B. Illness on Duty. An Employee who becomes ill while on duty will report to their immediate supervisor before leaving the premises. If the Employee is directed to receive emergency treatment at the Medical Center, such treatment will be without charge to the Employee except for those items which are covered by their health coverage.

**ARTICLE 24
ANCILLARY INSURANCES**

A. Optical Program.

Full-time and Part-time Employees who have completed six (6) months of employment and are regularly scheduled one hundred twenty (120) hours or more per monthly schedule, shall be eligible, together with the Employee's spouse, dependent children up to the age of twenty-six (26), for the following group optical benefits:

<i>Coverage Category</i>	<i>Current Provider</i>	<i>Non-Participating Provider</i>
Eye Examination	100%	Reimbursed up to \$50.00
Plastic Lenses (Pair)	100% (charges must be reasonable and customary)	Reimbursed up to: Single Vision - \$60.00 Bifocal - \$85.00 Trifocal - \$105.00 Tinting - \$18.00
Frames	\$150.00 allowance	Reimbursed up to \$150.00
Contact Lenses (in lieu of frames and lenses)	\$300.00 allowance	Reimbursed up to \$300.00

Benefit Frequency: Once every twenty-four (24) consecutive months. Children under age nineteen (19), once every twelve (12) consecutive months.

- B. Dental Coverage. Employees shall be eligible for dental coverage after six (6) months of employment, provided they are regularly working thirty (30) hours or more per week.

Class I Benefits (Diagnostic and Preventive) – 100% covered in network
Class II Benefits (Basic Restorative Service) – 90% covered in network
Class III Benefits (Major Restorative Service) – 50% covered in network
Class IV Benefits (Orthodontic Service) – 50% covered in network

Class I, Class II and Class III Benefits have an annual maximum of one thousand dollars (\$1,000.00) per person, to be renewed January 1st of each year. Class IV Benefits have a lifetime maximum of one thousand dollars (\$1,000.00) per person.

- C. Life Insurance. Full-time Employees who have completed six (6) months of work shall be eligible for group life insurance and dismemberment coverage, including double indemnity coverage in the event of accident death, in an amount equal to the Employee's base annual salary. Eligible Employees shall be required to meet the "at-work" and evidence of insurability requirement of the group insurance policy.
- D. Liability Coverage. The Employer shall provide liability coverage for all Employees working for the Employer who may be subject to liability claims for incidents arising out of their employment on behalf of the Employer.
- E. Deferred Compensation. The Employer may offer a 403(b) or similar deferred compensation plan, and will make payroll deductions authorized in writing by participating Employees.
- F. Unemployment Compensation. Unemployment insurance compensation coverage will be provided for each Employee in accordance with state law.
- G. Flexible Spending. The Employer may offer a voluntary healthcare and dependent-care pre-tax spending account subject to all of the rules and regulations governing IRS Section 125 Flexible Benefit Programs.
- H. Long Term Disability. Full-time Employees, who regularly work thirty (30) hours or more per week, are eligible for Long Term Disability coverage, beginning the first day of the month following their completion of six (6) months of employment. The elimination period is ninety (90) days. Monthly benefits are sixty percent (60%) of the Employee's base wages, up to a maximum of ten thousand dollars (\$10,000.00) per month. This income may be offset with other disability income and disability pension as indicated by Federal and State law. The maximum duration for long term disability benefits are as follows:

<i>Age When Disabled</i>	<i>Benefits Payable</i>
Prior to Age 63	To Normal Retirement Age or 42 months, if greater
Age 63	To Normal Retirement Age or 36 months, if greater
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and Over	12 months

I. Retiree Health Coverage.

1. The Medical Center will comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001]. As such, Health Insurance Plans may be subject to change in order to remain in compliance with the same and avoid penalties.
2. The Medical Center may reopen the health insurance provisions of this Article because of the repeal of the Affordable Care Act, replacement with a new National Healthcare Act or significant amendments to the Affordable Care Act.
3. An Employee hired before December 1, 2007, who qualifies for a regular (service) retirement, and who retires during the term of this Agreement, may elect health care benefits for the Employee, the Employee's spouse, and eligible dependents, from among those plans offered to current Bargaining Unit Employees. The Employer will contribute four hundred five dollars (\$405.00) per month toward the retiree's monthly premium cost until the month in which the retiree reaches age sixty-five (65). At age sixty-five (65) and over, the Employer will contribute two hundred ninety dollars (\$290.00) per month toward the Employee's Medicare supplemental coverage as offered by the Employer. The Employer shall make such monthly contributions (\$405.00 or \$290.00) for the survivors of Employees who select a pension survivorship option for the period selected by the Employee. The retiree shall be responsible for the difference between the monthly premium and the Employer's contribution to the monthly premium.

4. Employees hired on or after December 1, 2007, may, upon retirement, elect health care benefits for the Employee, Employee's spouse, and eligible dependents, from among those plans offered to current Bargaining Unit Employees. Such Employees shall be required to pay the full amount of such post-retirement health insurance coverage.
 5. After an Employee is eligible for Medicare (either by age or disability) supplemental or secondary insurances will only coordinate benefits when the retiree enrolls in both Medicare parts A and B.
- J. Dental / Vision Coverage for Retirees. Employees who qualify for regular (service) retirement, and retire during the term of this Agreement, may elect to purchase dental insurance coverage with a choice of fifty-fifty (50%/50%) coverage, or one hundred percent (100%) traditional coverage. Such Employees may also elect to purchase vision insurance offered by the Employer. The cost of the dental and optical insurance plans shall be paid by the Employee through the pension system.
- K. Retired Employees who decline health, dental, or vision insurance coverage at the time of retirement cannot purchase such coverage at a later date. If a retired Employee purchases health, dental, or vision insurance coverage and then discontinues such insurance coverage, they will not be allowed to purchase health, dental, or vision insurance coverage at any time in the future.
- L. Right to Select Carriers. Any benefits provided for by this Agreement may be provided through a self-insured plan, a group insurance policy, or policies issued by an insurance company or insurance companies selected by the Employer, or a combination of both. "Insurance companies" include regular-line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the Employer and the insurance company.

ARTICLE 25

JURY DUTY/SUBPOENAS

- A. When an Employee receives a summons for jury duty before any court entitled to empanel a jury, they shall immediately notify their supervisor of the jury summons. The Employee shall bring proper documentation of their attendance at jury duty.
- B. A leave of absence, with pay, shall be granted to an Employee who is summoned for jury duty during scheduled working hours. In the event that the Employee is released from jury duty in time to report to work for all or a part of their scheduled shift, the Employee will notify their supervisor of their availability to report to work, and the supervisor shall indicate to the Employee whether they are required to report to work. If an Employee is not required to return to work they may use paid benefit time for any hours remaining in their scheduled shift.

- C. If an Employee is excused from jury duty by the court, in advance, for a given day, the Employee shall notify their supervisor and report to work on such day unless it is a regularly scheduled day off.
- D. Third shift Employees who report to jury duty for at least four (4) hours, will be released from work with pay, for the same amount of hours served in jury duty for the scheduled shift following the day of jury service. Employees not electing to return to work may use benefit time to cover any remaining hours in their shift.
- E. If an Employee is subpoenaed as a witness in a judicial proceeding for reasons arising out of their employment with the Employer, the Employee shall:
 - 1. Receive pay for attendance at the proceeding required by the subpoena if it takes place during scheduled hours of work; or
 - 2. Receive pay for attendance at the proceeding during hours the Employee is not scheduled to work. Such compensated time will be considered as time worked under the terms of this Agreement.
- F. If an Employee is required by the Employer to be present for an arbitration, court, or administrative proceeding during off-duty time, and the matter is settled, cancelled, or postponed, the Employee shall be paid a minimum of one (1) hour of pay, if the Employee appears at the hearing as requested. If the Employee is notified by the Employer that their presence is not required prior to arriving at the hearing, the Employee shall not be compensated under the terms of this Section.
- G. Any subpoena fees paid to the Employee by a Court or hearing authority shall be delivered to the Employer by the Employee before compensation under this provision will be paid to the Employee.

ARTICLE 26
LEAVES OF ABSENCE/FMLA

- A. Full-time Employees shall accumulate paid sick time at the rate of 3.077 hours of “sick time” for each eighty (80) hours of paid time, excluding overtime, not to exceed ten (10) days per fiscal year (July 1st to June 30th). Such sick time may accumulate up to a maximum of sixty-five (65) days as of June 30th of each year.
- B. Part-time Employees who are classified to regularly work one hundred twenty (120) or more hours per monthly schedule shall accrue sick time at one-half (½) the rate of Full-time Employees.
- C. An Employee who has more than sixty-five (65) days of accrued sick time shall have one (1) opportunity to cash out up to twenty-five (25) days of excess sick time at their current rate of pay. Any remaining excess sick days will be transferred to an individual illness bank at their current rate of pay by a date mutually selected by the parties. The value of

the illness bank will not increase or decrease based upon future pay rate changes for the Employee. The illness bank may be used in lieu of accrued sick days, or may be utilized to supplement disability income up to one hundred percent (100%) of the Employee's regular weekly pay. Illness banks may be cashed out at retirement, but the amount of such payout shall not be included in the final average compensation (FAC) for the Employee's retirement pension calculations.

D. General Provisions.

1. Employees shall use sick time only for their personal illness or injury. Payment for sick time is granted only for the time lost for which the Employee normally would have been required to work or for which they would have been paid unless otherwise provided in this Agreement.
2. Sick time cannot be used during the first six months (one thousand forty (1,040) work hours) of employment. At the end of this six-month period the Employee will be given credit for sick time earned, and will, thereafter, be allowed to use earned sick time.
3. Sick time shall be paid at the Employee's regular base rate of pay at the time the sick time is used.
4. An Employee who becomes ill or is injured, and who expects to be off work so as to use their paid sick time, shall notify the appropriate supervisor as promptly as practical under the circumstances. Such notice shall, in all cases, except extreme emergencies, be given at least one and one-half (1½) hours in advance of the start of an Employee's scheduled work shift.
5. If an Employee becomes seriously ill or injured during a scheduled vacation, the Employee may, at their option, and upon submitting medical verification, complete the vacation time before using paid sick time or may suspend the vacation and begin to use paid sick time. In such circumstances, the Employee should immediately notify their supervisor, unless their condition prevents them from doing so.
6. Leaves of absence without pay, due to illness may be granted for a period of up to six (6) months without loss of employment status or any benefits accrued to the date of commencement of the unpaid leave of absence. Employees may elect to retain up to forty (40) hours of accrued vacation time, but must exhaust all other accrued vacation and sick time before beginning an unpaid leave of absence. If the Employee is unable to return to work prior to the expiration of such six (6) month leave of absence without pay, the Employee may request an additional unpaid leave up to six (6) months. Said request shall be accompanied by a physician's certification as to the medical necessity of the requested unpaid leave. Following an absence due to illness or injury, if any Employee does not return to active employment for a period of at least sixty (60) consecutive calendar days,

then any subsequent absence due to an illness or injury shall be considered a continuation of the immediately preceding absence(s) for purposes of this provision.

7. Employees on duty and leaving for an illness, must utilize the proper call-in procedure and clock out prior to leaving the facility or being treated by a Hurley Medical Center facility.
 8. Paid sick time shall be utilized in one (1) hour increments.
 9. The Employer will continue to pay its portion of premiums for health insurance, dental insurance, and vision insurance for an Employee who is on a leave of absence due to illness or injury for a period not to exceed twenty-six (26) weeks from the date that the Employee's leave of absence commenced. Following an absence due to illness or injury, if any Employee does not return to active employment for a period of at least sixty (60) consecutive calendar days, then any subsequent absence due to an illness or injury shall be considered a continuation of the immediately preceding absence(s) for purposes of this provision.
- E. Sick Time Pay Off. Employees who have accumulated more than three (3) years (thirty (30) days) of paid sick time as of May 31st of each year, will have the right to be paid for accrued paid sick time in excess of thirty (30) days at their current rate of pay by June 30th of each year, not to exceed ten (10) days. Employees who are laid-off pursuant to the terms of this Agreement shall not receive a payoff for accrued sick time.
- F. FMLA. The Employer shall maintain written family and medical leave policies and procedures, which shall be in compliance with applicable law.
- G. Military Service Leave. Employees who are members of the United States uniformed services shall be granted, upon written request, a leave of absence for military service. Military service leaves shall be granted by the Employer in accordance with applicable federal and state statutes. Application for active military service leaves of absence shall be made to the Medical Center in writing as soon as the Employee is notified of active military service duty and, in any event, not less than two (2) weeks prior to scheduled departure for active military service. An Employee on military service leave shall retain any unused sick leave or vacation time accrued, and the Employee's rights under such leave shall be governed by applicable federal and state law.
- H. Educational Leave. Upon written application, an Employee may be granted an unpaid leave of absence to pursue a full-time education program in the field of medicine, until completion of a degree, without the loss of employment status or accrued benefits; provided, however, that the length of the time of the educational leave shall not be more than two (2) years. Seniority shall be retained but not accumulated during the period of such leaves. If the Employee does not return to work after an approved educational leave, the Employee's employment will be terminated.

I. Maternity and Paternity Leave. Employees who are ineligible for Family Medical Leave may take maternity or paternity leave pursuant to the provisions of this Section.

1. Mothers may take up to six (6) weeks of maternity leave after the birth of their child. The leave must occur within the first three (3) months after delivery, must be of a continuous nature, and will be without pay unless accrued benefit time (vacation or personal days) is used. Verification must be provided, i.e., copy of birth certification. The Employee will be able to return to work in the same job, classification and shift she held before going on such leave.
2. Fathers may take up to six (6) weeks of paternity leave after the birth of their child. The leave must occur within the first three (3) months after delivery, must be of a continuous nature, and will be without pay unless accrued benefit time (vacation or personal days) is used. Verification must be provided, i.e., copy of birth certification. The Employee will be able to return to work in the same job, classification and shift he held before going on such leave.
3. Adoption shall be handled consistent with the above provisions of Paragraphs 1 and 2.
4. The rights provided under this Section are in addition to those provided under the Americans with Disabilities Act.

J. Emergency Leave. Emergency leave with pay of not more than three (3) days shall be granted for critical illness in the Employee's immediate family, but under no circumstances shall emergency leave exceed a maximum of three (3) emergency leave days per eligible family member per fiscal year. The immediate family shall be defined to include parents, current spouse, minor children, minor stepchildren living in the home, brothers and sisters. An emergency leave shall also be granted in the event that an Employee's residence is on fire or substantially damaged by one. Emergency leave shall not be considered as time worked for purposes of determining overtime. An emergency may be supplemented through the use of vacation leave as elsewhere provided upon written request of the Employee.

1. Other situations considered an emergency by the Employee's Department Head may be covered by accumulated paid time off benefits, including sick days. In such cases, the Department Head shall waive any restrictions concerning advanced scheduling of paid time off used, and such use of accumulated paid time off shall not be considered for attendance purposes.
2. Employees may be required to submit documentation supporting a request for all emergency leaves.

K. Personal Leave of Absence. A personal leave of absence, without pay, for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the Employer upon written

application by the Employee.

1. When a personal leave of absence under this provision is granted for a period of thirty (30) days or less, the Employee shall be entitled at the termination of such leave to be re-employed to the same position held at the time the leave was granted. Seniority, sick time, and vacation accruals shall be retained, but not accumulated, during this period of the leave. Accumulated paid vacation time may be used during the period of a personal leave of absence at the Employee's request.
2. When a personal leave of absence is granted for a period of more than thirty (30) days, the Employee's position may not be held open. If the position is not held open, the Employer shall notify the Employee at the time the determination is made to not hold the Employee's position open, during the approved personal leave of absence of more than thirty (30) days. The Employee shall be entitled to be re-employed in the original position if they are able to return to work within one (1) week of the date of the Employer's notification that the position will not be held open. Otherwise, the Employee will be re-employed in a position, at a level and Bargaining Unit classification in which there may be a job vacancy. If a subsequent vacancy occurs in the Employee's classification, the Employee will be restored to their previous level and classification.
3. When a personal leave of absence is granted, the Employee shall keep the Employer informed of any change in their status or the conditions causing the Employee to request the personal leave of absence.
4. A personal leave of absence may be extended by the Employer for a maximum of two (2) years. Extensions of an Employee's personal leave of absence may be granted when requested, in writing, by the Employee.
5. If an Employee does not return to work after an approved personal leave of absence (or extension thereof), the Employee's employment will be terminated.

ARTICLE 27 HOLIDAYS

- A. Regular Holidays. Full-time Employees shall be granted eight (8) hours of pay for the following regular holidays:

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

1. Full-time Employees will be paid for the above listed regular holidays at regular straight time pay; provided, that the Employee has not had an unscheduled absence on their last scheduled work day prior to the holiday, or the first scheduled work day following the holiday. Employees on an unpaid leave of

absence or on long-term disability are not entitled to pay under this provision.

2. If the Employee has an unscheduled absence on the last scheduled work day prior to the holiday, or the first scheduled work day following the holiday, the Employee shall not receive holiday pay.
3. Full-time Employees who are required to work on a regular holiday will be paid time and one-half (1½) for all hours worked on the holiday.

B. Special Holidays. Full-time Employees shall be granted eight (8) hours of pay for the following special holiday:

Day after Thanksgiving

1. Full-time Employees who do not work on the special holiday will be paid for the above listed special holiday at regular straight time pay; provided that the Employee has worked on their last scheduled work day prior to this special holiday, and the first scheduled work day following the special holiday.
2. Full-time Employees who are scheduled to work on a special holiday will be entitled to another eight (8) hour day off, with pay, in consideration for working the special holiday. The day off for working a special holiday shall be mutually scheduled by the Employee and their supervisor. The scheduled day off must be requested by the Employee on an electronic leave of absence form, and taken within one (1) year of the special holiday.
3. Employees who work on a special holiday will receive regular straight time pay for the hours worked.

C. General Provisions.

1. Employees who are scheduled to work on a regular or special holiday, and fail to report to work, will not be entitled to holiday pay, or a special holiday off with pay.
2. Hours worked on a regular holiday will not be considered in computing any additional overtime compensation under this Agreement.
3. When a holiday falls during an Employee's paid vacation period, or during an approved paid leave of absence, the Employee will be paid for the holiday in lieu of vacation pay or leave of absence pay for the day.
4. Full-time Employees may be scheduled to work either:
 - a. Christmas Day or New Year's Day
 - b. Christmas Eve or New Year's Eve

- c. Memorial Day or July 4th
 - d. Labor Day or Thanksgiving
5. If a regular holiday falls on an Employee's scheduled day off, such day will be paid as a holiday and another day may be scheduled during the same pay period at the mutual agreement of the Employee and supervisor.
 6. All work performed shall be considered as accomplished on the date during which the majority of hours are worked.

D. Trading Holidays.

1. Bargaining Unit Employees scheduled to work on a regular or special holiday, may mutually agree to trade their holiday shifts with one another.
2. At least five (5) weeks prior to the effective date of the official schedule in which a traded holiday falls, the Employees must notify their supervisor(s), in writing, of their mutual agreement to trade holiday shifts.
3. Holiday trades made pursuant to this Section are not subject to the scheduling requirements contained in Section C(4) above.

**ARTICLE 28
PERSONAL DAYS**

- A. On July 1st of each year, all Full-time Employees will receive four (4) personal days, with pay, to conduct personal business (to attend professional appointments, funerals, weddings, etc.). Personal days are provided pro-rata during the first year of employment. Personal days will be scheduled, in advance, with the approval of the Employee's supervisor. A maximum of four (4) paid personal days may be carried into the next fiscal year (July 1st to June 30th). Up to four (4) paid personal days which were accrued and unused by the Employee prior to the effective date of this Agreement, may be cashed out at the request of the Employee prior to _____, 2018.
- B. There will be no payoff of accrued paid personal days, except as provided herein.
- C. Paid personal days shall be utilized in one (1) hour increments.
- D. Personal days may not be used on regular or special holidays.

**ARTICLE 29
BEREAVEMENT LEAVE**

- A. Bereavement leave with pay of not more than three (3) working days shall be granted to an Employee in the event of the death of a member of the Employee's immediate family. For the purpose of this provision, immediate family shall be defined to include parents,

parents-in-law, current spouse, children, step-children, siblings, sons-in-law, daughters-in-law, grandparents, grandparents-in-law, grandchildren, step-parents, step-brothers, step-sisters, brothers-in-law, sisters-in-law, or other relatives residing in the Employee's home. Total paid leave for any one bereavement shall not exceed three (3) working days. Bereavement leave shall not be considered as time worked for purposes of determining premium compensation, including overtime.

- B. Employees shall also be granted an unpaid leave of absence up to one-half (½) day for the purpose of attending the funeral or memorial service of other close relatives; for example, aunts, uncles, cousins, nephews and nieces. However, Employees shall be entitled to use benefit time (vacation/personal/sick) for such leave time.
- C. Employees who must travel in excess of three hundred (300) miles to attend the funeral of an immediate family member shall be granted an additional unpaid leave of absence of up to two (2) days for travel time. One (1) day of benefit time shall be granted for a minimum of each three hundred (300) miles traveled. However, under no circumstances will such time exceed two (2) days. If travel time is requested, the Employee must provide documentation of the location of the funeral. Employees shall be entitled to use benefit time (vacation/personal/sick) or unpaid time for the two (2) days of traveling time under this provision.
- D. Bereavement time must be used within seven (7) days surrounding the funeral or memorial service of an immediate family member. Bereavement time cannot be banked or approved for use at a later time by the Employee.
- E. Employees will be required to submit an obituary with the name of the Employee, a statement from Funeral Director acknowledging attendance at funeral, or any other supporting documentation acceptable to the Employer, in support of a request for Bereavement Leave.

ARTICLE 30 WORKERS' COMPENSATION

- A. Coverage. The Medical Center shall provide coverage for all Employees under the Michigan Workers' Disability Compensation Act of 1969 (WDCA).
- B. The Medical Center shall provide health insurance coverage on the same terms (including required contributions to premiums) and with the same benefit levels as offered to current regular Employees, to those Employees on approved workers' compensation leave while actually receiving workers' compensation benefits, for a period not to exceed twelve (12) months.
- C. If an Employee on workers' compensation returns to work but fails to remain in active employment with the Employer for at least six (6) consecutive months, the Employer will consider any subsequent period on workers' compensation a continuation of the original period of leave for purposes of this provision; provided that, if the Employee can

demonstrate by a preponderance of the evidence that a subsequent period of disability is caused by a different injury or condition, that subsequent period will not be deemed a continuation of the original period of leave for purposes of application of this Paragraph.

**ARTICLE 31
CONTINUING MEDICAL EDUCATION & MEDICAL LICENSURE
REIMBURSEMENT**

- A. The Employer shall reimburse each Bargaining Unit Employee, up to one thousand six hundred fifty dollars (\$1,650.00) per fiscal year, for necessary expenses related to attending educational conferences, for securing controlled substance licensing required by the United States Drug Enforcement Agency and the State of Michigan, to cover the dues for up two (2) professional organizations per year, or to cover the cost of any Board or certification exams; provided, however, that the Employee agrees, in writing, to remain employed with the Employer for a period of twelve (12) months following the reimbursement of such an expense by the Employer. In the event the Employee voluntarily terminates their employment with the Employer prior to the expiration of the required twelve (12) month period of employment, the Employee will repay the full amount of the reimbursement to the Employer.
- B. Any unused funds under this Article, shall expire at the end of each fiscal year and will not carry over into the next fiscal year.
- C. In addition to the one thousand six hundred fifty dollar (\$1,650.00) expense reimbursement provided in Section A of this Article, Employees may be permitted to use hospital business days for the purpose of attending educational conferences identified by the Employee, which request is subject to the Employer's approval.

**ARTICLE 32
RETIREMENT BENEFITS**

- A. Employees in Defined Benefit Plan. (December 31, 2013)
 - 1. Applicability. The provisions in Section A apply only to persons who were Employees on December 31, 2013, and who participated in a MERS Defined Benefit Plan.
 - 2. "Frozen Benefit." The amount of an Employee's pension attributable to years of service accrued before January 1, 2014, ("Frozen Benefit"), will be calculated on the basis of the following multiplier and Final Average Compensation ("FAC") as defined under the Plan, which includes overtime and mandatory hours, as if as if the Employee had retired effective January 1, 2014:
 - a. Participants in Modified (Contributory) Pension Plan.
Service Years/Multiplier: 1 through 15: 2.2%; 16 through 25: 2.4%; 26+: 1.0%

Fifteen Year Vesting
Best 3 out of last 5 years for FAC
Full Retirement after 25 Years of Service or at Age 55 with 10 Years of Service

b. Participants in Alternative (Non-Contributory) Pension Plan.

Service Years/Multiplier: 1 through 25: 1.7%; 26+: 1.5%

Best 5 of last 10 years for FAC

Ten Year Vesting

Age 60 for Full Retirement

Actuarially Reduced Pension for Early Retirement at Age 55

Actuarially Reduced Pension for Disability at Any Age with Ten Years of Service

3. “Bridged Benefit” for participants in the Modified (Contributory) Pension Plan. The amount of all Employees’ pensions attributable to years of service accrued after January 1, 2014, (“Bridged Benefit”), will be calculated on the same basis as above for participants in the Modified (Contributory) Pension Plan, except that for all years of credited service for all Employees on or after January 1, 2014, the multiplier shall be one and one-half percent (1½%).

a. Definition of “Compensation” for Purposes of “Bridged Benefit” for participants in the Modified (Contributory) Pension Plan. For purposes of calculating “Final Average Compensation” for the “Bridged Benefit,” “Compensation” means the Employee’s base hourly wage rate (with applicable shift differential, if any) times the number of hours worked plus the number of paid benefit hours (including vacation, sick time, personal time, and holidays) used, but not including Sick & Accident Compensation, or two thousand eighty (2,080) hours, annualized, whichever is less. “Compensation” excludes reimbursement for expenses, unused benefit time, workers’ compensation pay, or overtime, except that “compensation” shall include up to five hundred four (504) hours of accrued and unused vacation time.

b. Total Benefit. At retirement, an Employee’s pension will equal the amount of the “Frozen Benefit” plus the amount of the “Bridged Benefit.”

c. Employee Contribution Rate: Modified (Contributory) Plan. Effective January 1, 2014, the mandatory Employee contribution rate shall be seven percent (7%) of the Employee’s base hourly wage rate (with applicable shift differential, if any) times the number of hours worked plus the number of paid benefit hours used (not including Sick & Accident Compensation), or two thousand eighty (2,080) hours, annualized, whichever is less, for all Employees who on December 31, 2013, participated in the Modified (Contributory) Pension Plan.

4. Alternative “Bridged Benefits” for participants in the Alternative (Non-Contributory) Plan. Employees who on December 31, 2013, participated in the Alternative (Non-Contributory) Plan were required to make an irrevocable election to participate in either “Alternative Bridged Benefit A” or “Alternative Bridged Benefit B” as described in Paragraph 5 and 6 below.
5. “Alternative Bridged Benefit A” for participants in the Alternative (Non-Contributory) Pension Plan. The amount of all Employees’ pensions attributable to years of service accrued after January 1, 2014, (“Bridged Benefit”), will be calculated on the same basis as above for participants in the Alternative (Non-Contributory) Pension Plan, except that for all years of credited service for all Employees on or after January 1, 2014, the multiplier shall be one and one-half percent (1½%).
 - a. Definition of “Compensation” for Purposes of “Alternative Bridged Benefit A” for participants in the Alternative (Non-Contributory) Pension Plan. For purposes of calculating “Final Average Compensation” for the “Bridged Benefit,” “Compensation” means the Employee’s base hourly wage rate (with applicable shift differential, if any) times the number of hours worked plus the number of paid benefit hours (including vacation, sick time, personal time, and holidays) used, but not including Sick & Accident Compensation, or two thousand eighty (2,080) hours, annualized, whichever is less. “Compensation” excludes reimbursement for expenses, unused benefit time, workers’ compensation pay, or overtime, except that “compensation” shall include up to five hundred four (504) hours of accrued and unused vacation time.
 - b. Total Benefit. At retirement, an Employee’s pension will equal the amount of the “Frozen Benefit” plus the amount of the “Alternative Bridged Benefit A.”
 - c. Employee Contribution Rate: “Alternative Bridged Benefit A” for participants in the Alternative (Non-Contributory) Pension Plan. Effective January 1, 2014, the mandatory Employee contribution rate shall be five percent (5%) of the Employee’s base hourly wage rate (with applicable shift differential, if any) times the number of hours worked plus the number of paid benefit hours used (not including Sick & Accident Compensation), or two thousand eighty (2,080) hours, annualized, whichever is less, for all Employees who on December 31, 2013, participated in the Alternative (Non-Contributory) Pension Plan.
6. “Alternative Bridged Benefit B” for participants in the Alternative (Non-Contributory) Pension Plan. The amount of all Employees’ pensions attributable to years of service accrued after January 1, 2014, (“Bridged Benefit”), will be calculated on the same basis as above for participants in the Alternative (Non-

Contributory) Pension Plan, except that for all years of credited service for all Employees on or after January 1, 2014, the multiplier shall be one percent (1%).

- a. Definition of “Compensation” for Purposes of “Alternative Bridged Benefit B” for participants in the Alternative (Non-Contributory) Pension Plan. For purposes of calculating “Final Average Compensation” for the “Bridged Benefit,” “Compensation” means the Employee’s base hourly wage rate (with applicable shift differential, if any) times the number of hours worked plus the number of paid benefit hours (including vacation, sick time, personal time, and holidays) used, but not including Sick & Accident Compensation, or two thousand eighty (2,080) hours, annualized, whichever is less. “Compensation” excludes reimbursement for expenses, unused benefit time, workers’ compensation pay, or overtime, except that “compensation” shall include up to two hundred forty (240) hours of accrued and unused vacation time.
 - b. Total Benefit. At retirement, an Employee’s pension will equal the amount of the “Frozen Benefit” plus the amount of the “Alternative Bridged Benefit B.”
 - c. Employee Contribution Rate: “Alternative Bridged Benefit B” for participants in the Alternative (Non-Contributory) Pension Plan. Effective January 1, 2014, the mandatory Employee contribution rate shall be three percent (3%) of the Employee’s base hourly wage rate (with applicable shift differential, if any) times the number of hours worked plus the number of paid benefit hours used (not including Sick & Accident Compensation), or two thousand eighty (2,080) hours, annualized, whichever is less, for all Employees who on December 31, 2013, participated in the Alternative (Non-Contributory) Pension Plan.
7. The Vesting and Retirement Date provisions of the Modified (Contributory) Pension Plan and the Alternative (Non-Contributory) Pension Program remain applicable to Employees who participated in the Modified (Contributory) Pension Plan and the Alternative (Non-Contributory) Pension Program, respectively.
 8. Service Credit. For purposes of all of the “Bridged Benefits” described above, service shall be credited in years and twelfths ($\frac{1}{12}$) of a year. Not more than one (1) year of credited service shall be credited an Employee on account of service rendered in any period of twelve (12) consecutive months. Not more than one twelfth ($\frac{1}{12}$) of a year of credited service shall be credited an Employee on account of all service rendered in a calendar month. Credited service shall not be credited for any calendar month during which an Employee acquires less than eighty (80) hours of work. Participating Employees will receive credit for one year of service in a year if that Employee is credited for ten (10) months of service in that year.

B. MERS Defined Benefit Retirement Plan for Employees Hired On or After January 1, 2014.

1. Applicability. Eligible Employees who became members of the Bargaining Unit on or after January 1, 2014, shall participate in the MERS Defined Benefit Retirement Plan for New Employees defined by this Section. This Plan shall be governed by this Agreement, the applicable IRS Rules, plan documents, the rules of the plan administrator and governing law.
2. Multiplier. The multiplier shall be one percent (1.0%) for all years of credited service.
3. Plan Contribution. Employees shall contribute five percent (5%) of all annual base earnings (with applicable shift differential, if any) as established by the Plan.
4. Vesting. Employees shall be fully vested in the MERS Defined Benefit Retirement Plan for New Employees after fifteen (15) years of credited service.
5. Final Average Compensation. For Employees participating in the MERS Defined Benefit Retirement Plan for New Employees, "Final Average Compensation" means the average base wages (with applicable shift differential, if any) paid in the highest three (3) of the last five (5) years of employment. "Compensation" means the Employee's base hourly wage rate (with applicable shift differential, if any) times the number of hours worked plus the number of paid benefit hours (including vacation, sick time, personal time, and holidays) used, but not including Sick & Accident Compensation, or two thousand eighty (2,080) hours, annualized, whichever is less. "Compensation" excludes reimbursement for expenses, unused benefit time (except for up to two hundred forty (240) hours of unused vacation time), workers' compensation pay, or overtime.
6. Service Credit. For purposes of the "Defined Benefit Retirement Plan for New Employees," service shall be credited in years and twelfths ($\frac{1}{12}$) of a year. Not more than one (1) year of credited service shall be credited an Employee on account of service rendered in any period of twelve (12) consecutive months. Not more than one twelfth ($\frac{1}{12}$) of a year of credited service shall be credited an Employee on account of all service rendered in a calendar month. Credited service shall not be credited for any calendar month during which an Employee acquires less than eighty (80) hours of work. Participating Employees will not receive credit for one year of service in any year unless that Employee is credited for twelve (12) months of service in that year, per the applicable MERS Plan documents. Any rules and regulations enacted pursuant to Section 35-18 of the Flint Code of Ordinances providing otherwise do not apply to the "Defined Benefit Retirement Plan for New Employees."
7. Normal Retirement Date. For those Employees participating in the MERS Defined Benefit Retirement Plan for New Employees, the normal retirement age

shall be age sixty (60). An Employee participating in the MERS Defined Benefit Retirement Plan for New Employees may retire early and receive an actuarially Reduced Pension as provided by the MERS Plan.

- C. Current Defined Contribution Plan Participants. Those Employees who currently participate in a Defined Contribution Plan will remain in the Defined Contribution Plan.

**ARTICLE 33
SALARIES**

- A. The following salary ranges are established for Bargaining Unit Employees:

GRADE	MINIMUM	MAXIMUM
1	\$43.00	\$58.05
2	\$45.15	\$60.95
3	\$47.41	\$64.00

The appropriate salary range for each Bargaining Unit job classification shall be as listed in Appendix A to this Agreement.

- B. Grade 3 Initial Hourly Rate Increase. Effective the first full pay period following ratification of this Agreement, the current base hourly rate of each Employee classified as a Surgical Multispecialty Advanced Practitioner II, shall be increased by one dollar (\$1.00). This increase shall occur prior to the increase to base hourly rates provided under Article 32(C).
- C. Hourly Rates of Pay. Effective the first full pay period following ratification of this Agreement, each Bargaining Unit Employee shall be paid at least the minimum hourly rate for their job classification. In addition, each Bargaining Unit Employee's current base hourly rate shall be increased by six and one-half percent (6½%), up to the maximum hourly rate for their job classification. Bargaining Unit Employees will not be paid at a base hourly rate above the maximum rate for their job classification.
- D. After the implementation of this salary schedule, any Bargaining Unit Employee who is permanently transferred into a job classification within a higher grade, will receive a three percent (3%) increase to their base hourly rate. However, Bargaining Unit Employees who permanently transfer into a job classification with a higher pay grade will not be paid at a base hourly rate above the maximum hourly rate of their new job classification. Bargaining Unit Employees who permanently transfer into a job classification with a higher pay grade will be paid at least the minimum hourly rate of their new job classification. Employees who voluntarily accept a job classification within a lower grade, will have their base hourly rate reduced by three percent (3%). If an Employee is involuntarily transferred into a job classification within a lower grade, their base hourly rate shall not exceed the maximum hourly rate for the pay grade for that job classification.
- E. Premium Payment. Bargaining Unit Employees shall be paid a premium at a rate of one-

and-one-half (1½) times their base hourly wage, for all hours worked in excess of forty (40) hours in a work week.

- F. Effective the first full pay period following July 1, 2019, the base hourly rate of each Bargaining Unit Employee shall increase by one-and-one-half percent (1½%). Effective the first full pay period following July 1, 2020, the base hourly rate of each Bargaining Unit Employee shall increase by one percent (1.0%). Bargaining Unit Employees will not be paid at a base hourly rate above the maximum rate for their job classification.
- G. At the time of the pay rate increases specified under this provision, Bargaining Unit Employees who have a base hourly rate of pay at or above the maximum hourly rate of their respective salary range, shall receive a lump sum payment in lieu of an increase in their base hourly pay rate. The lump sum payment shall equal the percentage of the pay rate increase times the Bargaining Unit Employee's total paid wages at their base hourly rate for the preceding fiscal year, not to exceed two thousand eighty (2,080) hours. If a pay rate increase under this provision would cause a Bargaining Unit Employee's base hourly wage to exceed the maximum rate for their job classification, the Employee shall be moved to the highest hourly rate within their job classification, and the difference shall be paid as a lump sum payment. The lump sum payment, in this instance, shall equal the difference in percentage between the percentage pay rate increase specified under this provision and the percentage pay rate increase necessary to move the Bargaining Unit Employee to the highest base hourly wage within their classification, times the Bargaining Unit Employee's total paid wages at the base hourly rate for the preceding fiscal year, not to exceed two thousand eighty (2,080) hours.
- H. Shift Differential. The salary schedule establishes the salaries of Employees working on a day shift. Each individual employed on any regular shift and who works a majority of hours between 3:00 p.m. of one day and 6:00 a.m. of the following day shall be entitled to additional remuneration, over that set forth in the salary schedule, at the rate of six and one-half (6½%) per hour for the second shift and eight percent (8%) for Employees who work the third shift.
- I. Ratification Bonus. Full-time Employees shall receive a ratification bonus of two thousand dollars (\$2,000.00). The ratification bonus will be paid in separate check, payable the first full pay period following ratification by both parties.

ARTICLE 34 GAINSHARING

The Board of Managers has the discretionary authority to pay additional compensation to Bargaining Unit members based on the amount of annual income in excess of annual expenses. The Employer will meet and confer with the Union before any additional compensation is paid to Bargaining Unit members pursuant to this provision.

ARTICLE 35
TERM OF AGREEMENT

This Agreement is effective upon its ratification by both parties, and shall continue in operation and effect through June 30, 2021.

A party desiring to modify this Agreement shall give written notice of its desire to modify this Agreement to the other party at least ninety (90) days before June 30, 2021. If such written notice is given, negotiations shall begin no later than sixty (60) days before June 30, 2021. This Agreement shall remain in full force and be effective after June 30, 2021, until notice of termination of this Agreement is provided to the other party in the manner set forth in the following Paragraph.

In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than sixty (60) days prior to the desired termination date which shall not be before June 30, 2021.

If an emergency manager is appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 *et seq.*, they may reject, modify, or terminate this Collective Bargaining Agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 *et seq.* See MCL 423.215(7).

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the date herein written.

Dated in Flint, Michigan, the _____ day of _____, 2018.

EMPLOYER
Hurley Medical Center

UNION
OPEIU Local 459

By: Melany Gavulic
President & CEO

By: Jeffrey Fleming
Bargaining Chairperson, OPEIU Local 459

By: Barry Fagan
Labor Relations Officer

By: Frank Cowden
OPEIU Local 459

By: Beth Brophy
Sr. Finance Administrator for Special Projects

By: Taneisha Franklin
OPEIU Local 459

By: Dr. Michael Roebuck
Chief Medical Information Officer

By: Sarah Vincke
OPEIU Local 459

By: John Stewart
Service Line Administrator Emergency,
Trauma, Bariatrics, Oncology, Stroke, EMS

By: Lisa Walter
OPEIU Local 459

By: Kendall B. Williams
The Williams Firm, P.C.

MEMORANDUM OF UNDERSTANDING
HURLEY MEDICAL CENTER
and
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 459

Arbitration Panel

This Memorandum of Understanding, made on _____, 2018, is between Hurley Medical Center (“HMC”) and Office and Professional Employees International Union, Local 459 (“Union”).

WHEREAS, HMC and the Union have agreed to an initial Collective Bargaining Agreement between the parties; and

WHEREAS, HMC and the Union have agreed on the language to be included in Article 8, Grievance Procedure; and

WHEREAS, Step Four (1) of Article 8 requires that the parties mutually select a panel of arbitrators to be used for contractual grievances; and

WHEREAS, the parties have reached an agreement on the composition of that arbitration panel;

NOW, THEREFORE, the parties agree as follows:

1. The arbitration panel established by Article 8, Step Four (1) shall be composed of the following arbitrators:

Mark J. Glazer
Paul E. Glendon
Kathryn A. VanDagens

2. This arbitration panel is established on the effective date of the Collective Bargaining Agreement between the parties.
3. Each panel arbitrator shall be assigned a grievance to arbitrate on an alternating basis. If a panel arbitrator is unable to arbitrate a grievance, the next panel arbitrator shall arbitrate the grievance. Either party may remove no more than one (1) arbitrator, who is not currently assigned a case, from the panel during any six (6) month period by giving ten (10) days’ written notice to the other party. In the event a panel arbitrator is removed from this list or becomes unable to arbitrate grievances, the parties will promptly select a replacement panel arbitrator.

IN WITNESS WHEREOF, the parties executed this Memorandum of Understanding on the day and year first above written.

**Office and Professional Employees
International Union, Local 459**

Hurley Medical Center

APPENDIX A

POSITION	GRADE
Clinical Practitioner	1
Surgical Clinical Practitioner	1
Emergency Department Clinical Practitioner I	1
Emergency Department Clinical Practitioner II	2
Specialty Clinical Practitioner	2
Surgical Multispecialty Advanced Practitioner I	2
Surgical Multispecialty Advanced Practitioner II	3

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