

ORIGINAL

P.O.S.T

Paraprofessional, Office and Skilled Trades

Agreement

Between



And



Local 459

Effective January 09, 2023 through December 31, 2026

ORIGINAL

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This agreement entered into this 1/09/2023, by and between the Board of Trustees of Michigan Affiliated Healthcare System, Inc., d/b/a McLaren Greater Lansing, a Michigan non-profit corporation, hereinafter referred to as the "Employer" or "Hospital" or "Medical Center" or "MGL" and the Office & Professional Employees International Union, AFL-CIO, Local 459, hereinafter referred to as the "Union".

Article 1: RECOGNITION

Section 1.1 Collective Bargaining Unit:

For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment, the Medical Center hereby recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time paraprofessional, office, and skilled trades employees defined as follows:

Boiler Operator	930
Cashier	913
Center Core Specialist	913
Center Core Specialist Certified	914
Central Supply Room Aid	912
Clerk Supply Chain	912
Clerk/Transporter	911
Coordinator, Scheduling Patient Access	915
ED Tech	915
Electrician	931
Electrician, Master	932
Endoscopy Tech	912
Financial Clearance Rep	915
Housekeeper I	907
Housekeeper I LD	911
Housekeeper II	909
Housekeep II LD	911
HVAC Technician	930
Imaging Assistant	912
Lab Tech Assistant	912
Lab Tech Assistant, Team Leader	913
Maintenance Mechanic	924
Maintenance Mechanic, Sr.	926
Medical Assistant/Receptionist	912
Nurse Assistant I	911
Nurse Assistant II	912
OB Tech 2	915
Painter	924
Painter, Sr.	926
Pharmacy Tech I ("Certified")	915
Pharmacy Tech, Certified Lead	916
Plumber	931
Plumber, Master	932
Psychiatric Tech	913
Receptionist	911
Registrar	913
Scheduler	915
Scheduler Surgery	917
Secretary	913
Sterile Processing Tech, NonCert	913
Sterile Processing Tech, Cert	915
Switchboard Operator	911
Transporter	910
Unit Assistant	913
Unit Coordinator	913

Employed at the Employer's facilities located at 2900 Collins Road, Lansing, Michigan 48910, 3101 Discovery Drive, Lansing Michigan 48910 (Health and Wellness Pavilion-Granger East), 3245 Discovery Drive, Lansing, Michigan 48910 (Health and Wellness Pavilion-Granger West), and 3520 Forest, Lansing, Michigan 48910 (Outpatient Care & Karmanos), or any new buildings built on such real estate or contiguous to such real estate at which one or more classifications of bargaining unit employees are assigned to work, but excluding MCAP a/k/a on-calls, per diems, volunteers, temporary irregular part-time employees, Clinic or physician practice employees hired or relocated to a site identified in the POST recognition clause on or after June 30, 2000, doctors, Registered Nurses, professional employees, technical employees, business office clericals at 401 West Greenlawn Avenue, guards, confidentials, externs, students, managerial employees, supervisors as defined in the Act, and all other employees.

Section 1.2: The Employer agrees not to maintain or argue that employees in bargaining unit classifications listed in this Article are supervisors as defined by the National Labor Relations Act or for the purposes of collective bargaining.

Section 1.3 Definitions of Employee Status:

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

Article 2: REPRESENTATION

Section 2.1 Stewards:

The Employer agrees to recognize eighteen (18) current employees in this bargaining unit selected or elected by the Union as stewards to function in a representative capacity for the purpose of processing grievances under the grievance procedure as established in this Agreement.

Section 2.2 Alternates: The Union shall have the right to elect or select alternates who shall serve only in the absence or work-related unavailability of the officially recognized representatives.

Section 2.3 Notice: The Union agrees to advise the Employer in writing of the names of its stewards and alternates before recognition of their representative capacity begins. The Union will provide the Medical Center with a minimum of two (2) weeks notice before expecting the regularly scheduled release of the Chief Steward. The Medical Center will work with the Union to allow release time for the Chief Steward during this notice period.

Section 2.4 Reporting: When it is necessary for a recognized union steward to leave the work station to handle a grievance in accordance with the grievance procedure, such steward shall request permission to leave the job from the supervisor. If it is not convenient for the steward to be relieved of her/his job duties, upon request, (s)he shall be excused as soon as the supervisor has made proper arrangements. Once released, the steward shall return to the job as promptly as possible and, upon return, shall report to the supervisor in charge. If it is necessary for the steward to enter another area where there is a different supervisor for the performance of his proper functions in accordance with the grievance procedure established in this Agreement, the steward shall immediately notify the supervisor in that area and state the reason for being in that area. In order to enable the Employer to organize patient service and work on each shift, no union steward shall be permitted to leave work during the first hour of each shift for grievance purposes, except in situations of employee discharge occurring within that time period.

Section 2.5 Chief Steward:

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

1. Receive a copy of disciplinary verbal warnings, as received by Human Resources, written warnings, and suspensions and terminations;
2. Receive the Union copy of work rules electronically or hard copy, as determined by the Employer;
3. Participate in the Step 2 grievance meetings; and
4. Serve as the Union representative in other capacities if mutually agreed upon by the Union and the Employer.

(b) Chief Steward Leave of Absence

1. The Chief Steward shall receive paid release time as a full time position up to eighty (80) hours per pay period. This time will be used for MGL POST contract administration, investigating and processing grievances. Except that an employee appointed Chief Steward will not have their budgeted hours increased based on such appointment. Hours worked in this capacity do not count towards the calculation of overtime. The Chief Steward shall be fully entitled to all rights under this agreement.
2. The Chief Steward must maintain all required competencies of the classification he/she held immediately prior to leave. Maintaining required competencies may require the Chief Steward to work in his/her classification. The Employer may count up to two (2) shifts per pay period toward the release time indicated above.
3. Upon his/her appointment as Chief Steward or when the Chief Steward returns from this leave the union will provide the Employer with two (2) weeks notice. The Chief Steward will be placed in the classification she/he held at the beginning of the leave at the same hours per pay period and shift.

Section 2.6 Bargaining Committee: For this sole purpose of negotiating any modification to this Agreement at the end of the term of this Agreement, the Employer agrees to recognize a bargaining committee composed of seven (7) employees, one of whom shall be the chief steward. Each of the bargaining committee members will be from different departments as defined under the Layoff Article in this Agreement, at the time of the election. Non-employee representatives may be present as desired. Bargaining committee members shall be compensated at their regular hourly rate for all hours spent in bargaining sessions where they would normally be on scheduled work time. For employees who are regularly scheduled for weekends only, second or third shifts, employees without regular schedules, and part-time employees, every attempt will be made to change schedules to include hours scheduled for bargaining. If an employee is not so scheduled, the Union reserves the right to cancel the meeting.

Section 2.7 Hospital Access: The Employer recognizes the Union Representatives, including Stewards and Chief Stewards, right to have reasonable access to its members. Union Representatives shall notify a member of management in the unit/department in which the representative is visiting. The Union understands and agrees that it will not adversely affect work flow or patient care. For purposes of this Article, a Union Representative is considered both non-employee representatives and employee stewards.

Section 2.8 Information Requests: The Employer shall respond to relevant and necessary requests for information needed to process a grievance, from the Union within ten (10) working days, unless the request would be overly burdensome to produce. The Employer may request one ten (10) calendar day extension when the request requires unusual time to fulfill.

Section 2.9 New Employee Orientation: A Union Representative shall be allowed to present to new Union employees after basic new employee orientation.

Section 2.10 Duplication of the Agreement: The Employer shall furnish all members of the bargaining unit with a hard copy of the Collective Bargaining Agreement. Newly hired bargaining unit employees shall receive a hard copy of the Collective Bargaining Agreement with their new hire information.

Section 2.11 Union Meetings on Site: The Employer shall permit the Union to hold meetings on the Employer's premises consistent with Employer determined room scheduling procedures. If payment for attendance is not otherwise provided for in this agreement, employees may be allowed to attend on non-work time or by using PTO subject to the PTO Article of this Agreement. The Employer shall not unreasonably deny an employee's request to use PTO to attend a Union meeting.

Section 2.12 Bulletin Board: The Employer will provide a bulletin board on each campus for use by the Union for posting notices as follows:

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

In addition, official Union notices may be posted on each unit bulletin board.

Section 2.13 Bargaining Unit Employee Evaluations: The evaluation of employees is the sole responsibility of the Employer. An employee evaluation shall be placed in the employee's personnel file. An employee shall be given the opportunity to read the evaluation and shall sign it to signify that (s)he has read it. An employee will be offered a copy of the evaluation. An employee may file a statement of not more than three (3) pages covering any points of disagreement.

Section 2.14 Labor-Management Committee: Meetings will be held quarterly between the Service Representative(s) of OPEIU, Local 459, the Chief Steward, VPHR of MGL, or designee and/or both, Regional Director of Labor Relations, Employee Relations Consultants with others invited by mutual agreement.

The Union and the Employer agree that important matters pertaining to both parties' interest may be discussed at the request of either party and with the agreement of both parties. The purpose of these meetings is to improve employee morale and listen to issues important to each party. The Union will provide a list of issues prior to the meeting. These meetings may not be used to continue negotiations or to modify the Collective Bargaining Agreement.

Section 2.15 Special Conferences: Special conferences may be held to clarify items in the Collective Bargaining Agreement. Special conferences may not be used to continue negotiations or to modify the Collective Bargaining Agreement.

Article 3: MANAGEMENT RIGHTS

Section 3.1 Management's Reserved Rights:

- (a) Except as expressly limited by the terms of this Agreement, the Employer retains and shall have the sole and exclusive right to manage and operate the Medical Center in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedure, means, equipment and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classification of work and the number of personnel required, to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain order and efficiency; to make judgments as to the ability and skill of its employees; to continue and maintain its operations as in the past; to study and use improved methods and equipment; use outside assistance or engage independent contractors to perform any of the Employer's operations or phases thereof (subcontracting); and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to arbitration procedure established in this Agreement.
- (b) The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules; to determine work loads; to establish and change work schedules; to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and as such, they shall be subject to the Grievance and Arbitration Procedure established herein.
- (c) The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Article 4: DUES CHECKOFF

Section 4.1 Payroll Deduction for Union Dues:

- (a) Upon written authorization by the employee, the hospital agrees to deduct from the salaries of all employees covered by this agreement initiation fees and dues for the Office & Professional Employees International Union, Local 459, AFL-CIO and CLC.
- (b) Upon written authorization by the employee, commencing the first full month after completion of the probationary period, an initiation fee and Union dues shall be deducted from the employee's earnings. The initiation fee owed, if any, shall be deducted from the first paycheck of the month and dues shall be split between the twenty-six paychecks during the year.
- (c) The Union shall, thirty (30) days in advance of the start of each Hospital Fiscal Year, give written notification to the Human Resources Department of the amounts of monthly dues for the Union if any changes have occurred. The amount of deductions for these dues shall not be subject to change during the entire Hospital Fiscal Year except upon the Union providing the Human Resources Department with thirty (30) days' notice of such change. It is understood that the Hospital can reasonably accomplish such change twice in any one (1) fiscal year. Additional changes beyond said two (2) are subject to mutual agreement.
- (d) All dues so deducted from the wages of bargaining unit employees shall be sent to the Union Secretary-Treasurer. Dues shall be remitted bi-weekly with the Employer sending a hard copy of dues information to the Union office or by transmitting the dues information electronically/digitally. In the event the Employer is prevented from transmitting the dues information electronically, the Employer will notify the Union of the reason for the failure to transmit. When the Employer is able, it will transmit any dues information that was missed electronically or digitally.
- (e) The Union shall refund to the employee dues erroneously deducted by the Employer and paid to the Union.
- (f) Dues Deduction: For purposes of dues deduction only, the definition of full time under Article 1 Recognition shall be considered full-time.
- (g) The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, judgments, and any other forms of liability arising due to an employee's due deduction pursuant to this provision of the Agreement or due to the Union's pursuit of legal remedies as provided herein.
- (h) The Employer will provide monthly seniority reports containing terminations, new hires, and transfers.

Article 5: GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1 Definition of a Grievance: For the purposes of this Agreement, a grievance shall be defined as a complaint or dispute by an employee or employees covered by this Agreement arising during the term of this Agreement concerning the application and/or interpretation of a specific provision or provisions of this Agreement as written.

Section 5.2 Review Procedure: All complaints and grievances shall be processed in the following manner:

Step 1 Informal Discussion: When an employee and his/her immediate supervisor/manager have a dispute regarding the application and/or interpretation of the Agreement, both are encouraged to resolve it through discussion, with or without the employee's steward present (at the employee's option). Any satisfactory resolution must be in compliance with this Agreement and with current policies. Resolutions achieved at Step 1 are considered non-precedent setting. The supervisor/manager shall respond to the employee within five (5) working days after the initial meeting with the employee.

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

Step 2 Formal Grievance Procedure: Within fifteen (15) working days of receipt of the supervisor/managers response to Step 1, the employee shall state her/his complaint in writing submitting the grievance to the Employee Relations Consultant or designee in charge. Employee Relations along with the Department Head/Director or designee shall meet with the Grievant and Steward/Chief Steward or designee within five (5) working days of receipt of the grievance and respond to the grievance within ten (10) working days after the meeting. The Union will initiate the scheduling of all Step 2 Formal Grievance meetings with the Employee Relations Consultant or designee within the Step 2 timeframe.

Section 5.3 Policy and Discharge Grievances: If the grievance concerns a group of employees, the bargaining unit as a whole, or the discharge of an employee, the Union may file a grievance in writing as outlined in Step 2, with the Employee Relations Consultant or designee within fifteen (15) working days after reasonable discovery of the events which gave rise to the grievance. Grievances filed under this Article shall then be processed in accordance with Step 2.

Section 5.4 Notice of Arbitration: If the grievance is not satisfactorily resolved in Step 2, and if the Union is not explicitly barred from arbitrating the grievance by provisions of this Agreement, the Union may request arbitration by notifying the Employer in writing within thirty (30) calendar days of receipt of the Employer's answer in Step 2.

Section 5.5 Prearbitration Meeting: Prior to the actual Arbitration hearing, the Union may submit unresolved grievances to the Vice President of Human Resources or Human Resources Manager and the division Vice President or designee. The parties shall meet to discuss the grievances submitted. The intent of the submission will be to make additional attempts to resolve the grievance.

Section 5.6 Selection of Arbitrator: If a timely request for arbitration is filed with the Employer, and if the Union is not explicitly barred from arbitrating the grievance by provisions of this Agreement the following process will be used to select an arbitrator.

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

Patrick McDonald
David Grissom
Kathleen Oppewall

The selection of the arbitrator shall be on a rotating basis, starting with the first listed arbitrator, as each case is presented for arbitration. In the instance that multiple cases are presented at the same time for arbitration, priority will be given to any discharge grievance, and then to the date the grievance was submitted to Step 2.

If an arbitrator does not have any dates available within 6 months of the date the union contacts the arbitrator to schedule the hearing, the arbitrator will be skipped on the list and be the first choice for the next arbitration scheduled.

Once an arbitrator has been "selected", then the arbitrator will go to the bottom of the list, regardless if the grievance is settled and/or resolved at the hearing.

In the event that an arbitrator on the panel becomes perpetually unavailable, the parties agree they will replace the arbitrator with another mutually acceptable arbitrator.

The Union and the Employer shall share the fees and expenses of the arbitrator equally.

Section 5.7 Arbitration Hearing: Every attempt will be made to schedule arbitration hearings within six (6) months of the date the arbitrator is contacted by the Union to schedule the hearing, with priority given to discharge grievances.

The Employer and Union will cooperate to ensure the right of either party to adequately prepare or present its position at the arbitration hearing. However, any witnesses who may be requested by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of testimony (direct or rebuttal if required), the witness shall be excused to return to work. Not more than one steward shall be excused from work to attend the hearing other than to serve as a witness. The Employer will not pay lost time for employees involved in the hearing other than for one steward, any witnesses and the grievant(s).

Section 5.8 Time Limitations: The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, including arbitration, upon notice from the Union. The time limits established herein may be extended by mutual agreement in writing. In computing working days under the grievance procedure, Saturday, Sunday and holidays shall be excluded.

Section 5.9 Lost Time: The Employer agrees to pay for all reasonable lost time by an employee during her/his regular working hours while pursuing the grievance procedure, provided however, the Employer reserves the right to revoke this benefit if this privilege is being abused. Revocation shall not occur, however, until the Employer has notified the Union in writing of the abuse, and after discussion between the Union and the Employer, the abuse has not been corrected within a designated period of time. In order to enable the Employer to organize patient service and work on each shift, no employee or union steward shall be permitted to leave her/his work during the first hour of each shift for grievance

purposes, except in situations of mutually agreeable emergency, or an employee discharge occurring within that period of time.

Section 5.10 Arbitrator's Jurisdiction: The arbitrator's jurisdiction shall be limited to the application and interpretation of this Agreement as written, he/she shall be governed wholly by the express terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. The arbitrator shall have no authority to rule on the Employer's reserved rights not otherwise abrogated by the express terms of this Agreement. If the issue of procedural arbitrability is raised, the arbitrator shall first decide that question before he/she shall be permitted to decide the merits of the grievance. The Union acknowledges that the arbitrator is limited by the express provisions of Managements Reserved Rights, Section 3.1(a) and that any grievance involving such exclusive rights shall not be arbitrable. The award of the arbitrator shall not be retroactive any earlier than the time the grievance could be presented and in no event prior to seventy-five (75) calendar days from the date the grievance was submitted in writing. The arbitrator's decision shall be final and binding on the Employer, Union and employees in the bargaining unit, provided however, either party shall have the right to challenge the arbitrator's decision or procedure in the courts, if the arbitrator has exceeded his/her jurisdiction as provided herein. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

Article 6: NO STRIKE - NO LOCKOUT

Section 6.1 Prohibition:

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

Section 6.2 Penalty: Any employee who violates the provisions of Section 6.1(a) shall be subject to discipline by the Employer, up to and including discharge. Any appeal or review of any discipline imposed for a violation of Section 6.1(a) shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by Section 6.1(a), unless the appeal or review establishes that the employee did not violate the provisions of Section 6.1(a), in which case, any disciplinary action imposed may also be reviewed.

Article 7: LEAVES OF ABSENCE

Section 7.1 Eligibility, General Conditions for Leaves of Absences, and Seniority:

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

Section 7.2 Personal Leaves of Absence: Employees may be granted a personal leave of absence at the discretion of the Employer. A request for personal leave of absence shall be in writing on the required form and signed by the employee. Whenever possible, a request for personal leave should be filed at least thirty (30) days before such leave is desired. Personal leaves of absence shall not ordinarily exceed thirty (30) days. However, for unusual circumstances, additional time may be considered. If an employee does not return to work at the end of an approved leave of absence, the employee shall be considered as having voluntarily quit, unless contrary arrangements had been made with the Employer.

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

Section 7.3 Educational Leave: Employees may be granted an educational leave of absence without pay at the discretion of the Employer up to a maximum of one year to pursue a full-time educational program, provided the educational program is work-related or related to a position in the health care field employed by the Employer. This leave may be extended for a like period by the Employer.

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

Section 7.4 Union Leave of Absence: The Employer agrees to grant a leave of absence without pay to two employees selected by the Union to attend an official Union convention. Additional employees may make a request for such leave of absence, but whether such request shall be granted shall depend upon whether, in the Employer's judgment, such leave does not unreasonably interfere with the normal operations of the Employer.

Section 7.5 Extended Union Leave: The Employer shall grant an unpaid leave of absence for up to sixty (60) days for one (1) employee from any bargaining unit at any time in order that the employee may serve the Union as a paid Officer or Service Representative. Health insurance shall be continued during this sixty (60) day period provided the employee continues to make the employee contribution. Any individual employee would only be eligible for one such leave during the life of the Agreement. Upon completion of the leave, the employee shall be returned to her/his status, shift, department, and classification without loss of seniority. Upon request for a leave longer than sixty (60) days, an employee shall be granted an unpaid leave up to one (1) year but, upon return, shall be returned to her/his classification, contingent upon the availability of a position.

Section 7.6 Jury Duty: An employee shall be granted a leave of absence when chosen for jury duty for the period served. An employee with seniority will be paid the difference between the amount (s)he receives from the court and her/his base hourly straight-time earnings for regularly scheduled hours of work lost while serving, not to exceed a period of sixty (60) days or the length of the trial if on a sitting jury. The difference in earnings shall be paid even when part or all of jury duty falls outside of hours regularly scheduled for the day. When an employee serves more than half of their regularly scheduled shift on jury duty in a day, the employee shall be paid the difference in earnings for all the hours of her/his regularly scheduled shift and the employee shall not be required to work any hours. If the employee is excused from jury duty after service of less than half of their regularly scheduled shift, (s)he shall immediately call the supervisor and may be required to return to work. If the employee is not required to return, the employee shall be paid the differential benefit for the day. An employee on jury duty has no right or obligation to work overtime or extra hours on days in which (s)he serves on jury duty. Employees on an initial probation period will not receive compensation during jury duty but will return to their classification, department and status upon completion of jury duty. In order to receive this benefit, the employee must submit proof of jury service and notice to his immediate supervisor promptly upon notice from the court.

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

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

Section 7.7 Bereavement Leave:

- (a) For the death of a spouse, significant other, parent, guardian or child the employee shall receive approval for a thirty (30) day personal leave of absence with any scheduled hours in the first seven (7) calendar days of the leave off, paid as bereavement. The employee may elect to take the remainder of the personal leave of absence utilizing his/her available PTO. The employee is not required to take the entire personal leave of absence. However, if the burial or final service is not held within the next seven (7) calendar days then the employee shall be allowed to defer the days or any portion not used in the initial seven (7) day period for the burial or final service.

Significant Other shall minimally be defined to include persons with whom the employee has lived in a relationship analogous to marriage for at least two (2) years immediately prior to the death.

- (b) For the death of a brother, sister, grandchild, half-brother or half-sister, step parent or step child the employee shall receive any scheduled hours off with pay within the next seven (7) calendar days. If the burial or final service is not held within the next seven (7) calendar days then the employee shall be allowed to defer the days or any portion not used in the initial seven (7) day period for the burial or final service.
- (c) For the death of a grandparent, current father- or mother-in-law, current son- or daughter-in-law, the employee shall receive any scheduled hours from the time of death to the burial (or final funeral services) off with pay except that the time off shall not exceed three (3) shifts the employee was scheduled to work.
- (d) The death of a parent of a minor child in the employee's legal custody shall be considered covered by this Article.
- (e) For the death of a current brother- or sister-in-law, aunt, uncle, or niece or nephew, the employee shall receive any scheduled hours from the time of death to the burial (or final funeral services) off with pay, except that the time off shall not exceed one (1) shift the employee was scheduled to work.
- (f) Sister-in-law includes not only the traditional definition of husband's sister as sister-in-law, but also husband's brother's wife as sister-in-law. This is also true for husband's sister's husband as brother-in-law, etc.
- (g) An employee taking bereavement leave in accordance with paragraph (a), (b), (c), (d), or (e) above shall be allowed to extend the leave for up to an additional two (2) days by using PTO or unpaid leave for any hours scheduled in those days.
- (h) If an employee has a death in the family (as defined (a), (b), (c), (d), or (e) above) while on vacation leave, the employee shall receive bereavement leave and the PTO time shall be returned to the Employee's bank.
- (i) For a death not covered above the employee shall be allowed to take up to 2 (two) days leave, per calendar year, by utilizing PTO. If an employee does not have PTO available, he/she may take the time unpaid.
- (j) The involuntary termination of a pregnancy verified by a physician greater than twelve (12) weeks gestation shall be considered a death for purposes of this Article. This only applies to the employee, a spouse, or significant other

Section 7.8 Non-FMLA Medical Leave and Workers' Compensation Leaves:

(a) Extended Medical Leave of Absence:

An employee who has exhausted his/her rights under the Family and Medical Leave provision of this contract shall be allowed to take and extended medical leave of absence for his/her own serious health condition, not to exceed one (1) year from the first date of absence including any time covered as FML. The employer shall continue health insurance for an employee on medical leave of absence until the end of the month following six (6) months of leave whether paid or unpaid.

Return from Extended Medical Leave of Absence:

When an employee returns from an extended medical leave in excess of twelve (12) weeks but less than one (1) year the Employer will make every effort to return him/her to work as quickly as possible provided that the work is within his/her physical restrictions and the position to which he/she is returned is vacant and the employee meets the minimum qualifications of the job. If the employee is qualified to fill a vacant position, the employee will be awarded the position. The definition of qualified is as defined under the Layoff/Recall Article of this agreement.

(b) Medical Leave of Absence:

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

Return from Medical Leave of Absence:

When an employee returns from medical leave, the Employer will make every effort to return him/her to work as quickly as possible provided that the work is within his/her physical restrictions and the position to which

he/she is returned is vacant and the employee meets the minimum qualifications of the job. If the employee is qualified to fill a vacant position, the employee will be awarded the position. The definition of qualified is as defined under the Layoff/Recall Article of this agreement.

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

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

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

Section 7.9: Available PTO must be used for all Leaves of Absences unless otherwise approved as unpaid by the Employer (e.g. Family Medical Leave for employee whose PTO bank is exhausted) or unless otherwise allowed by contract (e.g. LCDO's). Employees receiving short or long term disability payments or workers' compensation payment, may at the employee's discretion, receive PTO on the portion not covered by disability.

Article 8: HOLIDAYS

Sections 8.1 through 8.6 Will apply to Employees hired and in the POST bargaining unit on or before 5/09/2014:

Section 8.1 Holidays: All employees who have completed ninety (90) days of employment and are budgeted to work sixty-nine (69) or more hours per pay period shall receive holiday pay for the six (6) recognized holidays provided the employee is eligible under the rules established herein:

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

Section 8.2 Holiday Eligibility: An active employee who has an unexcused absence on the shift preceding the holiday, or the shift following the holiday will be denied holiday pay.

- (a) Unexcused Absence:

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

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

statement. This language should not be construed to replace or change the Medical Center's policy on excessive or unexcused absenteeism.

Section 8.3 Holiday during Vacation:

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

Section 8.4 Failure to Report:

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

Section 8.5 Holiday Pay:

- (a) All employees budgeted to work seventy (70) or more hours per pay period shall receive holiday pay. These employees shall receive pay equal to one shift. If an employee budgeted to work seventy (70) or more hours per pay period regularly works a combination of shifts, that employee shall receive pay equal to their most common shift. If the employee has an equal number of different shifts, the holiday pay would be whichever is greater.
- (b) An employee may use holiday pay to cover time off during the pay period in which the holiday falls, or may bank the time in the Earned Leave Bank.

Section 8.6 Holidays Worked:

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

Sections 8.7 through 8.9 will apply to Employees hired and in the POST bargaining unit after 5/09/2014:

Section 8.7 Holidays:

- (a) MGL recognizes the following holidays:

New Year's Day
Thanksgiving Day
Memorial Day

Labor Day
Independence Day
Christmas Day

Section 8.8 Holiday Not Worked:

- (a) Holiday pay will be incorporated with, and included in, the PTO program.
- (b) PTO hours equivalent to one shift will be deducted from a full time employee's PTO bank during the pay period in which the holidays falls if:

1. The day on which the holiday falls would otherwise be the employee's regular scheduled shift; and
 2. The employee's budgeted hours have not been met for the pay period, except if due to any of the following: use of PTO; leave of absence paid by worker's compensation; paid disability leave; military leave; jury duty; bereavement leave; or as otherwise provided in Article 7, Leaves of Absence, Section 7.11.
- (c) If a full time employee regularly works a combination of shifts, the PTO hours deducted will be equivalent to the shortest of such shifts.
- (d) Part-time employees, and full-time employees who would otherwise not have PTO deducted under the provisions of Section 8.8(b), above, may elect to have hours equivalent to one shift deducted from their PTO bank by notifying payroll at the beginning of the pay period in which the holiday falls.

Section 8.9 Holidays Worked:

- (a) Any full time or part time employee who works on a holiday shall receive overtime equal to one and one-half times (1 ½) their regular hourly rate.
- (b) If more than fifty percent (50%) of an employee's shift falls within the holiday, the employee shall receive the holiday premium for the entire shift. For purposes of holiday premium, unpaid times for meals shall count as part of an employee's shift.
- (c) An employee who receives time and one-half (1 ½) their regular hourly rate on a holiday shall not be eligible for daily overtime on the same shift regardless of the number of hours worked. Hours worked on the holiday are not considered pyramiding of overtime when calculating weekly or pay period overtime.
- (d) An employee may not receive the holiday premium on the same shift simultaneously with the call back premium, or such other premiums that may be of one and one-half times their hourly rate or greater.

Sections 8.10 through 8.11 Apply to All Employees:

Section 8.10 Scheduling Holidays:

Unless the bargaining unit employees in a department have voted to use an alternative method (as described below), holidays shall be scheduled using the standard method. The vote shall be conducted by the Union.

- (a) Standard Method:
 1. Vacation Week of Christmas. Holidays and any vacations granted the week of Christmas (defined as 12/24 - 12/31) shall be equitably rotated among qualified employees in that Department).
 2. Scheduling Holidays. The Employer shall first solicit volunteers to work the holiday(s). If there are more than enough volunteers the holiday shift(s) shall be awarded in order of bargaining unit seniority highest to lowest. If there are not enough volunteers, the holiday shift(s) shall be assigned using bargaining unit seniority in reverse order, lowest to highest except that no employee shall be required by the Employer to work two (2) consecutive holidays within the same calendar year.
 3. Other vacant shifts week of holiday. When a vacant shift is created because an employee is working the holiday instead of her/his regular shift, that vacant shift shall be filled in accordance with the Article on Distribution of Extra Hours and Overtime.
- (b) Alternative Methods:
 1. Bargaining unit employees in a department may use an alternative method if a majority of the affected bargaining unit employees agree. The Union will conduct the vote. The method must be decided at the time of the vote, and will be in effect for the life of the contract.
 2. The Employer must be notified by the Union that a particular department is using an alternative method voted in by that department's bargaining unit employees.
 3. Vacations the week of Christmas and New Year's for nursing staff shall continue. The employee must

find their own coverage for the requested period to be approved but are allowed to access per diem employees for coverage

(c) Christmas Eve and Christmas:

1. A bargaining unit employee shall not be scheduled by the Employer for both Christmas Eve and Christmas Day during the same year. If the bargaining unit employee works the night shift which ends on Christmas day, the bargaining unit employee will not be required to work the night shift on Christmas night. Bargaining unit employees, not otherwise scheduled to work on Christmas Eve day or Christmas night may be scheduled to work to insure appropriate coverage. The Employer shall fill any holes in the schedule using the language on overtime and extra hours in the Hours of Work Article of this Agreement.

Section 8.11 Part time Employees on Units closed for the Holiday:

- (a) Effective with the first holiday following ratification, an employee budgeted to work less than seventy (70) hours per pay period and more than thirty two (32) hours per pay period in a unit without holiday coverage (i.e. a unit that is closed on a holiday) who would otherwise be scheduled to work on that day shall receive four (4) hours holiday pay at their straight time hourly rate and shall be paid time and one half (1 ½) for any hours worked.
- (b) Management shall have the sole discretion to determine, prior to each holiday, whether a unit shall be closed or not on the holiday.

Article 9: PAID TIME OFF

Section 9.1 Employees shall earn a combined accrual called Paid Time Off ("PTO").

Section 9.2 Applies to Employees hired and in the POST bargaining unit on or before 5/09/2014:

Section 9.2

- (a) Accrual: Upon completion of the probation period, employees shall earn Paid Time Off hours retroactive to their date of hire according to the following:

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

Other accrual rates may apply to some employees. See Letters of Understanding.

- (b) Employees will earn PTO on overtime but may not earn on more than 2,080 hours paid per calendar year.
- (c) PTO Bank Accrual Cap: The maximum PTO bank accrual will be capped at 400 hours. Following ratification, those Employees whose PTO hours are above 320 as of date of ratification, will have the one time option to cash down their PTO bank by up to eighty (80) PTO hours.

Section 9.3 Applies to Employees hired or transferred into the bargaining unit after 5/09/2014:

Section 9.3 Accruals:

- (a) Accrual: For any full time or part time employee, PTO hours accrue according to the accrual schedule below, beginning with the first day of employment and are available for use following the pay period the hours were credited to the employee's PTO bank. An employee may not go into a negative PTO balance.

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

- (b) There shall be no use by employees, or deduction by the Employer, of PTO hours which result in a negative PTO balance.
- (c) PTO must be used to cover all absences except as listed below:
 - 1. Part or all of an employee's shift is canceled due to a low census day off (LCDO).
 - 2. An employee is on an approved leave of absence paid by worker's compensation, disability insurance (excluding the three week elimination period leading up to Short Term Disability payments), or is on military leave, jury duty, bereavement leave, or as otherwise provided in Article 7, Leaves of Absence, Section 7.11.
 - 3. Section 8.8 Holidays for Part Time employees.
- (d) PTO accrues on all hours paid to a maximum of 80 hours per pay period.
- (e) **PTO Bank Cap:** Effective the first pay period in January 2020, the maximum PTO bank will be capped at 320 hours. Following ratification, those Employees whose PTO hours are above 320 as of date of ratification, will have the one time option to cash down their PTO bank by up to eighty (80) PTO hours.

Sections 9.4 through 9.6 Apply to All Employees:

Section 9.4: Paid Time Off hours shall be paid out at full value upon termination or retirement.

Section 9.5 Use of PTO: PTO may be used under the following circumstances:

- (a) **Sick Leave:**
 - 1. **Use of Sick Days:** Employees shall be required to inform their department, as required by department policy, when ill and unable to work. Employees in nursing and twenty-four (24) hour staffed departments must give notice at least two (2) hours in advance of their scheduled shift. All other employees must notify their department at least one (1) hour in advance of their scheduled shift. The Employer shall be responsible for scheduling replacements for employees using sick leave.
 - 2. Employees shall be allowed to use PTO for the illness of a family member with whom they reside. (The current absenteeism policy would still apply to such leave.)
 - 3. **Certification:** The manager may request documentation of an absence or certification of disability from a physician or Employee Health Services, if (1) the absence is more than three (3) consecutive, scheduled work days; (2) the employee has a current written discipline for absenteeism in his or her personnel file; or (3) when the manager has reliable information, which calls into question the validity of the excuse.

Supervisors should not ask for certification unless one of the above conditions is met. It is the employee's option to go to their physician or Employee Health Services.
- (b) **Emergency PTO:** Generally, PTO is to be requested at least two (2) weeks in advance. PTO may at times be requested of and approved by the manager or immediate supervisor or Charge Nurse on shorter notice for unforeseen personal and/or urgent reasons.

Every reasonable effort will be made to approve such leave.

Every reasonable effort will be made by the Employee to give twenty-four (24) hour notice.

- (c) **PTO Donations:**
 - 1. **Policy:** The Employer shall adopt and maintain a policy, which allows for donations of PTO to other employees with urgent, personal financial need.
 - 2. **Changes:** This policy will not be changed without prior notification and discussion and the Union reserves

the right to grieve the reasonableness of the changes to the policy.

3. Monitoring: The Employer, upon request by the Local President, Local Service Representative or Chief Steward, will make records of donations available to the Union for review.

(d) Vacation:

- (i) Vacation Approval: Unless the employees in a department vote to use an alternative method (as described below), vacations shall be approved using the standard method.

1. Standard Method

- (a) Annual Submissions: Employees shall submit requests for vacations during prime times on or between January 1 and January 31st of each year. The Employer shall respond no later than two (2) weeks after January 31st. In case of conflicting requests, seniority shall be used provided any time over two (2) weeks does not conflict with any other employee's request. An employee may submit a second or third preference in the event that the employee's other preference conflicts and is granted to a more senior employee.

Definition of Prime Time

Spring Break:	March 15 to April 15
Summer:	Memorial Day to Labor Day

- (b) Other Submissions: Requests submitted for non-prime time or request for prime time submitted after January 31st shall be granted on a first-come, first-granted basis provided such requests shall not be submitted more than one (1) year in advance. Requests submitted on the same day by multiple employee's shall at the end of that business day be awarded by bargaining unit seniority unless the employees in the department/unit decide to use an alternative method by a majority bargaining unit member vote conducted by the Union and shall be in effect for the life of the contract. Management shall respond to an employee's request for PTO within two (2) weeks of receipt of the request.

2. Alternative Methods: A department may, by majority employee vote, decide to use an alternative method. The method must be decided at the time of the vote and will be in effect for the life of the contract.

The Employer must be notified by the Union that a particular department is using an alternative method voted in by that department's employees.

- (ii) Vacation Relief: The Medical Center shall be responsible for scheduling replacements for approved vacations.

If an employee trades a day with another Employee and it is approved by management or if an employee finds his/her own coverage for a PTO requests it is approved by management and the employee covering the shifts in either situation becomes unavailable Section 9.7 (c) (ii) applies and requires the Medical Center to schedule a replacement.

- (iii) Generally, an employee will not be granted time off when there is insufficient PTO to cover the absence. Exceptions may be made due to extenuating circumstances.

It is solely in the manager's discretion as to whether or not to grant time off when there is insufficient PTO, but some examples of extenuating circumstances could be:

- * An employee has used all her/his PTO due to LCDO's or medical leave.
- * The manager can reasonably expect the employee to have the PTO by the time the leave occurs.

- (iii) Managers may grant a request contingent upon the employee having enough PTO by the time the leave occurs.

- (iv) The Employer and the Union shall use the Labor-Management Committee pursuant to Article 2, Section 2.15, to discuss the issue of allowing more than one grant of PTO per shift and per classification.

Section 9.6 PTO Cash Out:

- (a) PTO Bank hours are convertible to cash by submitting a request to Payroll. Employees may convert up to up to a 40-hour maximum to cash at full value (their hourly rate times the number of hours of PTO) provided they leave at least 80 hours in their PTO bank at the time of conversion. Conversion is available, at the employee's option, up to two times during each calendar year in May and November. Requests must be submitted 3 months prior to anticipated cash out date.

Article 10: ADVERSE WEATHER

When the employer declares an adverse weather day as defined in the Adverse Weather policy, a bargaining unit employee's absence shall not be counted as an unscheduled or unexcused absence as defined in the absenteeism policy and a tardy shall not count as a tardy as defined in the absenteeism policy.

In the event there is an adverse weather day declared as defined in the adverse weather policy, the Low Census Day Off (LCDO) language shall apply.

If a bargaining unit employee is unable to leave work because of adverse weather conditions, a bargaining unit employee shall be compensated for actual hours worked, including overtime provisions, as defined in this agreement.

If a bargaining unit employee reports to work and is unable to work because her/ his department or unit is closed because of the weather, the bargaining unit employee shall be paid a minimum of two (2) hours report time.

Article 11: BENEFITS

Section 11.1 Health and Other Insurance Benefits:

The Employer and the Union will continue to discuss the self-insured plans.

Section 11.2 Professional Liability Policy: Professional liability policy either self-insured or through a common carrier shall be maintained for all employees. The actual amounts will be provided to the Union Office on an annual basis by the Employer's legal counsel.

Section 11.3 Cafeteria Style Benefits:

The following insurance and other benefits will be offered under the terms and provisions set forth below:

- (a) Cafeteria Style Health Benefits:

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

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

- (c) Full-Time and Part-Time Employee Defined: Unless otherwise provided, for purposes of Benefits Coverage for all

benefits covered by this Article, a Full-time employee and a Part-time employee will be defined as follow:

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

(d) Premium Contributions and Amendments to Health Insurance:

1. Effective the first full pay period of the 2018 benefit plan year, the monthly Health Insurance premium employee contribution for full-time employees electing any level of coverage shall be no greater than 12% for the Premier plan and 19% for the Premier Plus Plan.
2. Effective the first full pay period of the 2018 benefit plan years, the monthly Health Insurance premium employee contributions for part-time employee selecting any level of coverage shall be no greater than 27% for the Premier plan and 39% for the Premier Plus Plan.
3. Full-time and Part-time employee premium contribution cost share for Premier may increase by no more than an additional two percent each year of the contract, and for Premier Plus may increase by no more than an additional three percent each year of the contract. In no event will the monthly Health Insurance premium employee cost share be greater than that of any other MGL MyChoice participant.

Section 11.4 Life Insurance:

- (a) Full-time employees and all regular part-time employees who are normally budgeted to work forty (40) hours per pay period or more will be eligible to receive Term Life Insurance benefits effective the first day of the month following six (6) full months of continuous employment.
- (b) Employees will participate in an open enrollment process and select coverage in the new "My Choice" Benefits program. The Employer will offer the same program on the same basis and terms to bargaining unit employees.

Section 11.5 Professional Liability Policy:

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

Section 11.6 Dental Insurance:

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

Section 11.7 Vision Care Program:

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

Section 11.8 Disability Insurance:

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

The benefits covered in Sections 11.13 through 11.16 will be effective for the entire term of this Agreement.

Section 11.9 Health Insurance Opt-Out: If the Employer offers a new health insurance opt out to any other employees, the same offer shall be made to POST bargaining unit employees.

Section 11.10 Flexible Spending Accounts:

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

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

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

- (b) The maximum amount an employee can contribute to the dependent care account shall be \$5,000.00 per year, and the maximum for the medical reimbursement account shall be \$2,500.00 per year.
- (c) If the Employer amends the plan for other employees to allow for reimbursement of expenses beyond the current twelve (12) month period, the same amendments shall become immediately effective for bargaining unit employees.

Section 11.11 Retirement Program:

- (a) All POST members of the bargaining unit shall be eligible to participate in the employer contributions portion of the McLaren Employees' 403(b) Retirement Plan (the "McLaren 403(b) Plan") when they satisfy the eligibility requirements under the plan to receive the employer contribution, provided the employee has not accrued a credit year of service in the applicable year under the Pension Plan. A detailed description of the McLaren 403(b) Plan is contained in the benefit summary provided to each employee. Employees they shall remain eligible to participate in the voluntary employee contribution portion of the McLaren 403(b) Plan.
- (b) Effective January 1, 2012, POST members who were active participants in the Pension Plan as of December 31, 2011, and were born between 1957 through 1966, will receive an additional one and one half (1.5%) percent basic contribution to the McLaren 403(b) Plan each calendar year if they otherwise satisfy the eligibility requirements under the McLaren 403(b) Plan to receive employer contributions, provided the employee has not accrued a credit year of service in the applicable year under the Pension Plan. If the employer provides other non-union employees a greater benefit, then the POST bargaining unit members will receive the same benefit as the non-union employees.

Article 12: NEW CLASSIFICATIONS AND JOB DESCRIPTIONS

Section 12.1 New Classifications: New classifications may be established by the Employer with wage ranges assigned based on relevant survey data and internal wage structure. The Employer agrees to negotiate with the Union the rate of pay for such new classification within the first six months after posting the new position.

If the parties are unable to reach agreement the Union may submit the issue to arbitration in accordance with the grievance procedure (using Policy and Discharge grievance procedure).

If a higher wage range is negotiated, any bargaining unit employees in that classification will be placed in the higher range at their six month anniversary date of hire/transfer.

If a bargaining unit employee transfers to a position in a new classification and then a higher wage range is negotiated, that bargaining unit employee shall be placed on the new scale on the 6 month anniversary of the transfer. The bargaining unit employee's step on the new scale shall be the step the bargaining unit employee would have been on if the classification was in the higher scale originally.

Section 12.2 Job Descriptions: Each employee shall, upon request, be given a job description which shall list the substantial responsibilities of the job. The Employer agrees to provide the Union with copies of the job descriptions for the bargaining unit classifications. For informational purposes, the Employer will notify the Union when it makes any changes in those job descriptions.

Article 13: RECLASSIFICATIONS

Section 13.1 Reclassifications:

- (a) The Employer will consider reclassification requests once per contract cycle during the mid-point of the contract. Requests must be submitted by the Union in writing on or before March 1, 2025. The Employer may develop a form for such requests.
- (b) Requests may be based on any of the following:
 - 1. The wage range midpoint is at least 3% below relevant survey wage range midpoint range.
 - 2. Substantial numbers of additional duties which require higher skills, abilities, or knowledge than current job description have been added to the classification.
 - 3. Recruitment or retention problems.
- (c) The Employer shall respond in writing to any requests within sixty (60) calendar days after meeting with the union to discuss the reclassification. Increases will go into effect the first pay period following resolution of any request.
- (d) Union and Management shall have meetings after the requests are made to discuss the potential upgrades.
- (e) If the Employer denies a reclassification request, they must do so in writing and state the basis for such reclassification denial and address the points the Union made in favor of the reclassification request in the written denial.

Article 14: BARGAINING UNIT WORK

Section 14.1 Bargaining Unit Work:

- (a) Management will not perform bargaining unit work on an ongoing basis.
- (b) Neither the Union nor the Medical Center wish to limit the ability of Management to perform bargaining unit work, in emergency situations or if qualified bargaining unit workers are not available. But management will not do the work if it would cause a layoff, a reduction in hours, prevent the creation of new position(s), or for the purpose of avoiding overtime.
- (c) Management employees include, but are not limited to, Patient Care Managers, Assistant Patient Care Managers, Coordinators, Charge Nurses, Supervisors, Managers, and Directors.

Article 15: SUBCONTRACTING

Section 15.1 Subcontracting:

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

- (c) The Employer will not subcontract in order to discriminate against the Union or employees covered by this agreement because of their union affiliation.
- (d) If the decision to subcontract results in the reduction of bargaining unit positions, the Employer will first reduce positions through attrition and reassignment of employees to bargaining unit vacancies which the employee is qualified to fill or could be qualified to fill within a reasonable amount of training and orientation. The Employer will attempt to maintain an employee's shift, status and rate of pay. Employees that are reassigned due to subcontracting will be given preference as provided in the Job Posting and Bidding Article of this Agreement as a laid off bargaining unit employee.

Section 15.2 Reorganization and Centralization:

- (a) The Employer reserves its right, after affording the Union a minimum of thirty (30) days' notice and an opportunity for discussion, to consolidate or centralize services within McLaren Health Care.

Article 16: NON-DISCRIMINATION

Section 16.1 Nondiscrimination:

- (a) The Employer and the Union shall not discriminate because of race, religion, color, age, sex, marital status, height, weight, national origin, sexual orientation, gender identity, political beliefs disability.
- (b) The Employer shall not discriminate against an employee because of activity as a Union member.
- (c) Any grievance filed claiming this section has been violated shall not be subject to the Arbitration procedures. If the subject of the discrimination is not covered by an outside entity the grievance may be submitted to voluntary mediation as outlined below: This process is intended to mirror the MDCR's and FMCS Mediation Program.

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

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

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

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

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

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

Article 17: WORK RULES

Section 17.1 Work Rules: The Employer reserves the right to promulgate and publish from time to time work rules and regulations not inconsistent with this Agreement. The Employer shall furnish the Chief Steward and the Union Service Representative a written copy of any new work rule or regulation in advance of the effective date of the work rule or regulation. If a rule is changed, the employer will provide the current work rule that was in effect along with the revised work rule. The Union shall have the right to grieve the reasonableness of any work rule or regulation established by the Employer, provided the Union objects within thirty (30) calendar days after receipt of the written copy of the work rule or regulation. The grievance shall be processed initially at Step 2 of the Grievance and Arbitration Procedure.

Article 18: ENVIRONMENT OF CARE

Section 18.1 Environment of Care:

- (a) The Union and the Employer agree to work cooperatively toward the implementation and enforcement of such safety rules and practices as are adopted. An Environment of Care Committee has been established by the Employer. Membership on such committee shall include two persons from the bargaining unit appointed by the Union. For informational purposes, the Union shall receive a copy of the minutes of the Environment of Care Committee meetings and any response the Employer has to recommendations from the Environment of Care Committee.
- (b) Should the Environment of Care Committee fail to respond to issues, the employee or employees shall have the right to utilize the grievance/arbitration process.
- (c) The Hospital will maintain a 24/7 trained response team. The Hospital will have a follow up process for employees who have experienced and/or reported workplace violence.

Article 19: HARASSMENT

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

Section 19.1 Sexual Harassment: The parties support a workplace free from sexual harassment and Employer's policy prohibits such conduct.

Section 19.2 Other Harassment:

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

Article 20: SUBSTANCE ABUSE RULE AND TESTING

Section 20.1. The Employer may institute a policy for testing employees for drugs or alcohol when reasonable suspicion exists. Such a policy must be instituted for all employees of the Employer. Such a policy may not include random testing.

Retaliation against an individual who self-reports or reports suspicion of substance abuse or participates in investigations regarding alleged substance abuse is strictly prohibited.

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

Section 20.2. Consistent with MHC HR 0172 Substance Abuse and Testing Policy, reasonable suspicion exists when information, observation(s), or circumstances would cause a reasonable, prudent person, acting in good faith, to believe or suspect that a violation of the Hospital's drug/alcohol policy has occurred. If reasonable suspicion is based solely upon one person's observation(s) and or perception(s), corroboration by a second person or other independent evidence shall be required before the employee is requested to submit to testing.

Section 20.3. Drug/alcohol test will only be administered by qualified personnel or a Hospital-approved physician. During the testing procedure, an employee may request that a steward or co-worker be present to witness part or all of the process. The administering of drug/alcohol testing shall comply with policy. (see policy)

Section 20.4. When an employee is suspected of diversion, use or impairment, the employee may be suspended without pay during an investigation suspension. Explanation for the suspension will be provided to the employee and Local 459 representative. The employee may use PTO for compensation during his/her suspension. If the employee is reinstated without a suspension level disciplinary action her/his bank will be replenished. For those employees suspended during investigation who do not receive any form of compensation and who is reinstated without a suspension level disciplinary action, retroactive pay will be provided. For those employees using a combination of bank and uncompensated time and who is reinstated without a suspension level disciplinary action, the employer agrees to make the employee whole depending on bank and uncompensated time utilization.

Section 20.5. If the results of testing are positive, the Employee will be offered the opportunity to seek assistance and may be offered a Substance Abuse Letter of Agreement. The Letter of Agreement shall be jointly executed by the Employer, the Employee, and the Union.

Section 20.6. Employees who fail to comply with the Employer's substance abuse policy will be subject to discipline (see policy).

Article 21: HOURS OF WORK

Section 21.1 Work Schedules:

- (a) Posting Schedules: The Employer shall post the schedules of work at least two weeks in advance, but this shall not restrict the Employer in adjusting the schedule with less notice when service requirements of the Employer necessitate. The Employer agrees to promptly notify the employee involved when a change in the posted schedule is made.
- (b) Extra Hours and/or Overtime: It is recognized by the Union and the Employer that the care and welfare of Employer patients requires service on a seven (7) day week, twenty-four (24) hour a day basis. Employees are expected to work a reasonable amount of extra hours and/or overtime upon request and the Employer agrees that it will not make unreasonable requests for extra hours/overtime.
- (c) Establishing Volunteer List: The Employer shall establish a list of volunteers by posting a list of open shifts/hours for each department/unit and allow bargaining unit employees to sign up to volunteer to work by day and shift. The schedule shall be posted within the department at least two (2) weeks prior to shift. It is the employee's responsibility to notify the employer for each day and shift that they are available to work extra hours or overtime.
- (d) Distribution of Extra Hours and Overtime:
 - 1. When the Employer has a need for extra hours/overtime on a particular shift on a particular day the

following process shall be used utilizing the lists of volunteers as follows:

- a. The hours shall be awarded to the most senior bargaining unit employee on the volunteer list that the hours do not result in overtime; then
 - b. If the hours would be over-time to bargaining unit employees, the employer may award the hours to qualified Temporary Relief Employees for whom the hours do not result in overtime; then
 - c. If the hours would result in overtime in 1 & 2 above, the shifts/hours shall be awarded to the most senior bargaining unit employee that signed up willing to work the hours as overtime.
2. The following will be applicable to those departments in Nursing using Web Scheduler. Awarding of Extra Hours for Post-Finalized Schedules: The Employer will award the shift/extra hours in the following priority:
 - a. After the finalized schedule has been posted, extra hours and/or overtime will be awarded to the most senior bargaining unit employee, who has put in a request on a given date, as long as the hours will not result in overtime.
 3. Short Notice Option: If the Employer receives notice of a vacancy defined as fewer than 2 hours' notice, the Employer may elect to forgo the volunteer list and fill the vacancy by extending the hours of employee(s) currently working by having them work longer or by extending the hours of employees scheduled to work the immediate next shift by calling them early, by soliciting volunteers from within the department, shift and classification. Volunteers would be solicited beginning with the highest senior employee working in the department, shift and classification.
 4. Employees who volunteer for overtime or extra hours shall not have a regular shift cancelled as a result of accepting the overtime or hours unless at the employee's request or required by the Low Census Days Off Article of the Agreement.
 5. A temporary relief employee can be bumped if a bargaining unit employee is willing to work the hours and indicates her/his availability at least 48 hours prior to the shift except that the hours may not result in overtime for the bargaining unit employee unless the temporary relief employee would also be in overtime status.

NOTE: Management reserves the right to split extra hours.

(e) Mandating Extra Hours, Shifts, and/or Overtime:

1. The Employer and the Union recognize the necessity of calling in employees on the day-to-day basis at times other than their posted schedule and this circumstance may require a change in the posted schedule.
2. Overtime and Extra Hours, Shifts and/or Overtime Defined - Overtime and extra hours is time the employee works above his/her regular shift by staying over at the end of the shift in order to complete his/her work. Eligibility to receive time and one half for overtime and extra hours is determined under Section 21.6 Overtime in this Agreement.
3. Mandatory Extra Shift Defined - Mandatory extra shift is any portion of a shift or an entire shift that an employee is required to come in or remain at the end of his/her shift to fill a hole in the schedule.
4. Filling Mandatory Extra Hours/Shifts - When the Employer's attempts to fill these vacancies by soliciting volunteers has been exhausted, employees will be mandated to work using department or unit specific criteria (e.g. specific skill needed) based on seniority, low to high. Administering of mandated hours shall first be applied to those employees "in the shift where the vacancy exists" by seniority, low to high, followed by "outside the shift where the vacancy does not exist" by seniority, low to high. The Employer shall skip the least senior employee(s) and assign the shift to the next senior employee if it would cause an employee(s) to work more than 16 hours for the Employer in a 24 hour period or to work a mandated shift two consecutive days for the Employer. The Employer will contact the employee directly to notify them they are required to work. An employee is not mandated until personal contact is made from the employer to the employee.

5. No Employee shall be mandated more than once per pay period, except when specialty skills are needed in the department and/or unit or due to emergency situations.
 6. Employees who have picked up an extra shift within the pay period will be, if they choose, skipped on the mandation seniority rotation within the same pay period.
 7. Paragraphs 3 through 6, will be eliminated effective the first full pay period in November 2023 (November 5, 2023). Effective November 5, 2023, when mandatory overtime has been eliminated per this section, an employee will not be issued a discipline for refusing mandatory overtime.
- (f) Fit for Duty: If the Employer calls an employee in to work and the employee cannot be fit for duty prior to the start of the shift (e.g. lack of sleep, the employee has been drinking) the employee shall immediately notify the person calling and shall suffer no consequences for failing to report.
- (g) Employee Changes Schedule: When an employee requests a change in his/her posted work schedule, (s)he must first obtain permission from his/her Supervisor or designee before any change in the schedule is made. If denied, the reason will be provided in writing. If it affects another employee, the schedule will not be changed unless mutual consent of the employees involved is obtained.
- (h) Employer changes work schedule or shifts: At the present time, work schedules are as recited herein, but nothing contained in the Agreement shall prevent the Employer from making desired changes in work schedules or shifts. Except as provided herein, the Employer agrees to give the Union at least four (4) weeks advance notice of any changes in work schedules or shifts when it is planned for the bargaining unit as a whole or for specific units.

Current Work Schedules

- (1) Eight (8) hour shifts (usually [5] days within seven [7] consecutive days).
- (2) Ten (10) hour shifts (usually [4] days within seven [7] consecutive days).
- (3) Twelve (12) hour shifts (usually three [3] days within seven [7] consecutive days).

Section 21.2 Master Schedule Change:

- (a) Master Schedule Change Defined: A Master Schedule Change is defined as a change in more than one (1) position (classification, shift and budgeted hours per pay period or start times greater than 2 hours for day shift).
- (b) If the Employer mandates a master schedule change these changes shall not occur more than two (2) times per person in a twelve (12) month period.
- (c) Notice: A four (4) week written notice shall be given to the employee(s) and Union prior to implementation. A copy clearly indicating the schedule change to be made along with a copy of the current schedule shall be provided to the Employee(s) and Union when the written notice is provided.
- (d) When master schedules need to be changed or revised, the preference of probationary, temporary, on call or per diem employees shall not be given equal or greater priority than those of seniority employees.
- (e) When master schedules need to be changed or revised, only employees in the affected positions will be given the option of any newly created positions. Employees shall be given the list of newly created positions and will be allowed to specify a preference for the newly created positions. Priority will be given to bargaining unit employees based on seniority, high to low, in their current classification and status regardless of shift when determining which employee to assign to any newly created position Full-Time and Part-Time is defined under Article 1 Recognition.
- (f) If the only position(s) available to an employee is/are either 1) not considered a reasonable offer under the definition of reasonable offer definition in Article 24 Layoff & Recall of this agreement, or 2) if there are fewer positions available than eligible employees, then the employee(s) will be able to have the option to exercise their rights under the layoff article of the agreement. If the employee exercises his/her rights under the Layoff Article of this agreement, the employees options shall include the ability to bump into the unreasonable offer vacancy from the master schedule change or take the layoff.

Section 21.3 Individual Schedule Change:

- (a) Individual Schedule Change Defined: Individual schedule change is to be used when the Employer has a need to change an individual positions' schedule and not intended for changes affecting more than one (1) employee. An Individual Master Schedule Change is defined as a change in (classification, shift and budgeted hours per pay period or start times greater than 2 hours for day shift).
- (b) When making an individual schedule change, the Employer shall identify the least senior positions on the affected shift to change and notify the employee and the Union in writing at least four (4) weeks in advance of the effective date. A copy clearly indicating the schedule change to be made along with a copy of the current schedule shall be provided to the employee(s) and Union when the written notice is provided.
- (c) However, if the change eliminates the affected employee's shift and/or would cause the employee to take a position that does not meet the reasonable offer definition in the Layoff & Recall Article of this agreement, the employee shall also have the option of exercising their rights under the Layoff & Recall Article of this agreement. If the employee exercises his/her rights under the Layoff Article of this agreement, the employees options shall include the ability to bump into the unreasonable offer vacancy from the master schedule change or take the layoff.

Section 21.4 Work Week:

- (a) The regular work period, which is the pay period, shall be eighty (80) hours performed on ten (10) days of eight (8) hours each within a period of fourteen (14) consecutive days. The regular work period applies to a full-time employee and does not apply to a part-time employee who works on a schedule that may change from time-to-time for mutual accommodation.
- (b) The regular work period for employees on twelve (12) hour shifts shall be seventy-two (72) hours, performed on six (6) days of twelve (12) hours each within a period of fourteen (14) consecutive days.
- (c) The regular work period for employees on ten (10) hour shifts shall be eighty (80) hours, performed on eight (8) days of ten (10) hours each within a period of fourteen (14) consecutive days.
- (d) This section does not preclude the Employer from making layoffs or reducing hours in accordance with the Agreement.
- (e) This section does not preclude the Employer from offering employees on twelve (12) hour shifts an additional shift to give them an eighty (80) hour pay period.

Section 21.5 Lunch and Break Period:

- (a) Lunch Periods: Employees shall receive a one-half (1/2) hour unpaid lunch period if scheduled to work six (6) or more hours per shift. An employee denied an uninterrupted lunch period shall be paid for that time.
- (b) Break Periods: Rest periods are limited to one fifteen (15) minute break for each four (4) hour work period. Employees shall receive one fifteen (15) minute break.
- (c) Managers may determine when employees are allowed to take breaks. Managers may require employees to be accessible for emergency situations. An employee is required to remain on the campus during breaks. Rest periods may be suspended in an emergency when determined to be necessary by the manager. Breaks voluntarily not taken do not accumulate. Breaks cannot be accumulated from one shift to another.
- (d) Break areas are provided in the Medical Center for employees to take their breaks.
- (e) If a manager suspends break(s) during an emergency, (s)he may use good judgment in permitting a longer break later in the day.

Section 21.6 Overtime Work Premium:

- (a) Employees working eight (8) hour shifts who are classified as 8 and 80 shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) in any one (1) workday or eighty (80) in a fourteen (14) day period. Employees working eight (8) hour shifts who are classified as forty (40) hour non-exempt shall receive time and one-half (1-1/2) after forty (40) hours in a seven (7) day workweek.
- (b) Employees in a twelve (12) hour shift program who work thirteen (13) or more hours in any one workday shall

receive overtime for all hours worked over thirteen (13) in a workday or over forty (40) in a seven (7) day workweek.

- (c) Employees in a ten (10) hour shift program who work ten (10) or more hours in any one workday shall receive overtime for all hours worked over ten (10) hours in a workday or over forty (40) in a seven (7) day workweek.
- (d) Employees who work other than 8, 10, or 12 hour shifts or who are regularly scheduled to work shifts which are a combination (i.e., some 8's and some 12's) shall receive overtime for any hours worked over forty (40) in a work week or any daily hours worked in excess of thirteen (13) in a day.

Section 21.7 Workday:

A workday shall be defined as a period commencing at 6:00 p.m. and ending at 5:59 p.m. the next night. Employees whose shift includes 6:00 pm will be paid for the date on which they punch in.

Section 21.8 Working Out of Definition:

The Employer will not regularly schedule temporary relief employees in lieu of bargaining unit employees, except as allowed in extra hours and overtime distribution or as indicated in Section 21.8(c) below.

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

Section 21.9 Pulling:

- (a) Pulling is defined as requiring an employee to work in a different unit on a day to day basis.
- (b) Prior to pulling an employee, volunteers will be sought. No employee shall be pulled when a per diem or on-call or an agency employee in the same classification is working in the same department.
- (c) If insufficient volunteers are obtained, employees from a designated unit will be assigned ("pulled") on a rotation basis as equally as possible among the employees in the affected unit. If a specific skill is required and the employee up for rotation does not possess the skill, the next employee up the rotation may be assigned and it shall count as her/his rotation.
- (d) A bargaining unit employee, scheduled at the Employer's request to work on her/his designated unit on a given day as extra time above his/her schedule, may be pulled to another unit if it is that employee's rotation. That pull will count toward the employee's turn in the rotation.
- (e) When an employee is reassigned, patient care assignments will be based on knowledge and experience.
- (f) All nursing units will have available the unit routine for vitals, waters, weights, patient meals, and employee meals. Reassigned employees shall be shown the location of key functions on the unit.
- (g) It may be necessary to reassign a classification and replace with another classification. In all instances an explanation of circumstances will be provided to the affected employee.
- (h) An employee shall not be pulled to a unit where another employee has been given a voluntary LCDO and on call unless the pull occurs after more than ½ (one-half) of the employee's shift.

- (i) An employee who has been pulled according to this Article shall not be pulled more than once per shift, with the exception of the float pool and volunteers, for more than one pull.

For example, once an employee has been pulled from her/his unit they can stay on the pulled unit or return to their original unit and cannot be pulled again during that shift in either instance.

- (j) It is not the intent of the Employer to assign EVS Tech I's to work assignments that have customarily been performed by Tech II's.

Section 21.10 Definition of Shifts: For the purposes of defining "shifts" in the collective bargaining agreement, the definition shall be:

<u>SHIFT</u>	<u>START TIME</u>
Days	4:00 am - 11:59 am
Afternoons	Noon - 5:59 pm
Nights	6:00 pm - 3:59 am

Section 21.11 Department Meetings:

- (a) The Employer will not mandatorily require an employee to attend more than six (6) department meetings per calendar year which are outside of the employee's regularly scheduled hours. This limitation shall not apply to continuing education, training, or other educational meetings which are offered to all bargaining unit employees or required to maintain basic competency as dictated in the employee's job description.

Section 21.12 Temporary Transfers to Different Shifts or Department/Units:

- (a) An employee may voluntarily offer to fill a vacancy in their department, another department or unit they are qualified to work if the employer has a need for a temporary period of time not greater than twelve (12) weeks unless mutually agreed upon by the employer and the Union. The period of time for the temporary transfer shall be determined prior to the transfer.
- (b) If there is more than one (1) qualified bargaining unit employee interested in the transfer, it shall be awarded to the most senior qualified bargaining unit employee interested.
- (c) The Employer may not utilize these temporary transfers in lieu of permanently filling a position.

Section 21.13 Change Time:

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

Article 22: SENIORITY

Section 22.1 Seniority Definition:

- (a) For all employees who enter the bargaining unit, seniority shall be defined as an employee's continuous length of service since the last date of hire with the Employer effective upon the completion of the probationary period or effective upon ninety (90) days after entering the bargaining unit, whichever comes later.
- (b) An employee who has not been in a regular full-time or regular part-time position either in or out of the bargaining unit prior to entering the bargaining unit shall not be granted more than one (1) year of seniority for service prior to entering the bargaining unit.

An employee's continuous length of service since the last date of hire with the Employer is referred to by the Employer as "McLaren Greater Lansing ('MGL') date of hire (aka Ingham Date of Hire).

Section 22.2 Probationary Period:

- (a) New employees shall be considered as probationary employees for the first ninety (90) calendar days of employment. There shall be no seniority among probationary employees.

- (b) The Employer may terminate a probationary employee. The Union shall not be allowed to grieve such a termination.
- (c) The Employer can extend the probationary period for up to an additional sixty (60) days under the following conditions: A written evaluation is given to the employee during the original ninety (90) day period which is signed by the employee and the Employer. A copy of the evaluation must be given to the employee and sent to Human Resources. Human Resources must approve of the extension. An employee's benefits shall not be affected by such extension. If the employee's performance is not satisfactory during the extension the employee may be terminated. The Union shall not be allowed to grieve such a termination.

Section 22.3 Loss of Seniority: An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

- (a) The employee quits or retires.
- (b) The employee is terminated in accordance with this Agreement or discharged for just cause.
- (c) The employee is absent for three (3) consecutive working days without notifying the Employer, unless the employee's failure to notify the Employer is due to extenuating circumstances satisfactory to the Employer.
- (d) The employee fails to report to work on a required date for return from an approved leave of absence, vacation, or disciplinary suspension, unless the failure to return to work is for extenuating circumstances satisfactory to the Employer.

Loss of seniority for reasons listed in (c) and (d) above requires review by Human Resources and is subject to the grievance procedure.

- (e) The employee does not return to work when recalled from layoff as set forth in the recall procedure, unless other arrangements are agreed upon.
- (f) The employee is on layoff status for a period in excess of their recall rights (see Section 24.7).
- (g) The employee is on a non-workers' compensation disability leave for a period of twelve (12) consecutive months.

Section 22.4 Seniority List: A seniority list will be provided to the Union every three (3) months or as needed.

Section 22.5 Seniority Tie-Breakers: Where two or more employees have identical Union seniority dates, seniority rights shall be determined based on Ingham seniority. If the Ingham seniority date is identical, seniority rights shall be determined on the basis of the sum of the last four (4) digits of each employee's social security number with preference to the highest number. If the last four (4) digits tie, then the last five (5) will be used.

Article 23: JOB POSTING AND BIDDING

The following procedure(s) will be used when regular vacancies in the bargaining unit are to be filled.

Section 23.1 Unit Postings:

- (a) Prior to posting a regular vacancy in the bargaining unit in the MGL-Wide Posting, a regular vacancy shall be posted using the Unit Posting Procedure below, except for those in the listed classifications. Vacancies shall be posted at an identified location for seven (7) consecutive calendar days.

Classifications that cannot be posted using the Unit Posting Procedure:

- 1) Nursing Assistant
- 2) Unit Assistant
- 3) Unit Coordinator
- 4) Secretary
- 5) Receptionist
- 6) File Clerk

- (b) Unit Posting Procedure: If there are one or more bargaining unit employees in the same unit and classification, the vacancy shall be announced within the unit to provide qualified bargaining unit employees in the unit and classification an opportunity to bid on the vacancy prior to it being posted MGL-Wide.
- (c) Unit Bidding Procedure: A bargaining unit employee interested in the position shall indicate his/her desire to be considered by signing and dating the posting. The Employer is not obligated to contact bargaining unit employees who are on a paid or unpaid leave. However, if a bargaining unit employee on leave indicates in writing (no earlier than one week prior to the leave and no later than the end of the posting period) his/her interest in a shift or hours change, and such a position opens while that employee is on leave, her/his bid will be considered for relevant vacancies that open during his/her leave. An employee on LOA may be denied a position, even if they are considered the most qualified, if they cannot start the position within thirty (30) calendar days after being offered the position.
- (d) Awarding Unit Postings: The most senior qualified bargaining unit employee within the unit and classification, that applies during the posting period shall be awarded the position.

When there are one or more qualified candidates, the position shall be awarded within thirty-one (31) calendar days from the start of the first posting or within fourteen (14) calendar days after the end of the last posting period (whichever is longer), and transfers shall commence as soon as possible, provided however, if the award of such position would create a vacancy which could not be readily filled by a qualified employee, the award may be delayed to accommodate this problem, but in no event more than thirty (30) calendar days after the awarding of the position. If the awarding of the position is delayed for more than thirty (30) calendar days, and if the position would result in an increase in pay, the employee shall receive the higher rate commencing on the 31st day and thereafter until transferred to the awarded position.

Section 23.2 Adding hours to an Existing Position: The MGL-Wide Posting process shall be used for adding hours to an existing position. An employee can drop existing hours upon mutual agreement between the employee and the manager. The Unit bidding process shall be used if a manager decides to add hours to an existing classification within a unit. For example, if an employee drops an 8 hour shift, that shift would be put up for bid using the Unit Bidding Procedure. At the manager's discretion, a series of shifts could be filled by either one employee or split among several employee with the same unit and classification and those options would be noted on the posting. The Employer is not obligated to award hours to an applicant from a different unit or classification.

Section 23.3 MGL-Wide Postings:

- (a) MGL-Wide Posting Procedure: Positions that are not or cannot be filled through the Unit Posting shall be posted MGL-wide. Vacancies in the bargaining unit which are posted MGL-wide shall be posted on the MGL electronic posting board. The posting shall list the job classification, pay level, qualifications required as stated on the job description, shift assignment, and department. The union will receive a copy of all MGL job postings on a weekly basis.
- (b) MGL-Wide Bidding Procedure: Employees interested in the posted position shall indicate interest by submitting an application on the MGL electronic posting board for the posted position during the posting period.
- (c) Awarding MGL-Wide Postings: Applicants shall be considered within the preference groups listed below. If there is no qualified applicant in a preference group the Employer may move to the next group. Such positions shall be awarded to the most qualified applicant in the preference group. If two or more employees in the same preference group are considered to be relatively equally qualified, then the applicant with the greater seniority shall be awarded the position.

A list of all qualified applicants who apply during the bidding period with name and seniority date will be provided to the hiring supervisor. The hiring supervisor shall interview at least the top three (3) most senior qualified applicants.

The supervisor may interview and consider any qualified applicants in addition to the three (3) most senior qualified applicants at his/her discretion, but the three (3) most senior must be interviewed.

When there are one or more qualified candidates, the position shall be awarded within thirty-one (31) calendar days from the start of the first posting or within fourteen (14) calendar days after the end of the last posting period (whichever is longer), and transfers shall commence as soon as possible, provided however, if the award of such position would create a vacancy which could not be readily filled by a qualified employee, the award may be delayed to accommodate this problem, but in no event more than thirty (30) calendar days after the awarding of the position. If the awarding of the

position is delayed more than thirty (30) calendar days, and if the position would result in an increase in pay, the employee shall receive the higher rate commencing on the 31st day and thereafter until transferred to the awarded position.

Employees who bid on a position and are on a leave of absence and who otherwise meet the qualifications will be included on the list of all qualified applicants. An employee on LOA may be denied a position, even if they are considered the most qualified, if they cannot start the position within thirty (30) calendar days after being offered the position.

Preference Groups:

(a) Qualified bargaining unit applicants in the classification in which the vacancy exists for the following:

1. Nursing Assistant
2. Unit Assistant
3. Unit Coordinator
4. Secretary
5. Receptionist
6. File Clerk

(b) Defined Career Path. Applicants in a defined career path in which the vacancy exists. Defined career paths are limited to the following:

1. Environmental Tech I to Environmental Tech II
2. Nursing Assistant to Unit Assistant
3. Unit Coordinator to Unit Assistant
4. All non-Leads/Seniors to Leads/Seniors of the same title

Additional career paths may be added by mutual agreement of the Union and the Employer

(c) Bargaining Unit: Qualified bargaining unit applicants including laid off employees who retain seniority.

(d) All remaining applicants.

Section 23.4 Definitions for Job Posting and Bidding:

(a) **Qualified:** Qualifications shall be based upon experience, ability, skills, certification, and work record. Work records shall include any disciplines within the last nine (9) months, which are in the employee's personnel file.

Employees (including per diems) filling temporary vacancies or temporarily working out of their current classification shall not be given credit for ability and experience gained in the temporary position towards job qualifications if the employee later bids on the same classification or position on a permanent basis. However, nothing herein shall be construed to prohibit the Employer for giving such employee credit for his/her prior work record and experience, as well as training and ability which the employee has gained at other than the temporary position.

Exclusion. Employees with current active step 3 disciplines may be considered not qualified for a position.

(b) **Seniority:** When comparing seniority for a bargaining unit position, seniority as defined by the contract shall be applied to all candidates.

(c) **Unit:** A unit is a separate business cost center and may be part of a department rather than the entire department. See Appendix A in back of contract.

(d) **Classification:** Job title.

Section 23.5 MGL Internal Transfers:

(a) **Trial Period/Bargaining Unit:**

All bargaining unit employees or per diem employees who have previously served a bargaining unit probationary period who are awarded a position under the MGL wide posting procedure shall serve a job trial period of 30 calendar days. Employees who are awarded positions under the Unit Bidding Procedure shall serve a trial period of 15 calendar days. If the employee's performance is not satisfactory during this period, or if the employee requests to return to her/his former position based upon legitimate, job-related reasons, the employee shall be

returned to her/his former job classification and shift, and all secondary awards of jobs shall likewise be cancelled if necessary. If an employee is absent from work seven (7) days or more during the trial period, the trial period may be extended for the equivalent number of days but not to exceed fourteen (14) calendar days. Employees who pick up additional shifts do not serve a job trial period.

(b) Probationary Period:

All other employees who are awarded a bargaining unit position under the MGL-wide posting procedure shall serve a three (3) month probationary period as defined in this Agreement

(c) Bargaining Unit to Non-Bargaining Unit:

A bargaining unit employee who is awarded a position outside of the bargaining unit and who requests to return to her/his former position within thirty (30) calendar days based upon legitimate, job related reasons shall be returned to her/his former position if it is still available and has not been awarded to another employee.

A bargaining unit employee who is awarded a position outside of the bargaining unit who does not satisfactorily complete the trial/probation period for that position shall be considered a laid-off employee for job posting purposes. Such employee shall not be granted severance, bumping or recall rights under this contract.

Article 24: LAYOFF AND RECALL

Section 24.1 Layoff:

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

Section 24.2 Order of Layoff: All temporary and indefinite layoffs shall be accomplished in the following manner, provided however, the Employer shall have the right to make exceptions to the procedure set forth below where specific skills and experience are required.

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

Section 24.3 Bumping: All POST bargaining unit employees who are not on a temporary layoff and who have not elected voluntary layoff shall bump subject to the following terms and conditions. All bumps must be by POST bargaining unit employees and within the POST bargaining unit.

- (a) Within Unit: An employee whose position in the unit and classification is eliminated shall bump within the unit in the following order:
1. If the employee whose position in the unit and classification is not the least senior, that employee may bump the least senior employee in the unit and classification regardless of shift while maintaining the same status .

2. A vacant position is considered the least senior position for purposes of bumping. If a vacant position exists and it is a reasonable offer, the employee is required to accept the bump.
 - a. If there is more than one vacancy, then the employee will have the option to select one of the vacant positions.
 - b. Failure to accept a reasonable offer of a vacant position is considered a voluntary resignation and the employee will be terminated.
 3. A benefit eligible or non-benefit eligible part-time employee may not bump a full-time employee, but may bump into a full-time vacancy, provided that if a full time employee has been laid off on the same day the full time employee has first choice of full time vacancies.
 4. An on-call or per diem may not bump a regular part-time or full-time employee.
- (b) Within Classification: A laid off employee shall bump the least senior employee in the same classification in a position in which he/she is considered qualified, regardless of shift while maintaining the same status. An employee whose position in the unit and classification is eliminated shall bump within the classification in the following order:
1. An employee will have the option of bumping:
 - a. the least senior incumbent in the classification regardless of shift while maintaining status; or
 - b. bump into a vacant position within the classification. If there is more than one vacancy, the employee may choose which vacancy.
 2. A benefit eligible or non-benefit eligible part-time employee may not bump a full-time employee, but may bump into a full-time vacancy, provided that if a full time employee has been laid off on the same day, the full time employee has first choice of full time vacancies.
 3. An on-call or per diem may not bump a benefit eligible regular part time or non-benefit eligible regular part-time or full-time employee.
 4. Failure to accept a reasonable offer of a vacant position is considered a voluntary resignation and the employee will be terminated.
- (c) Bump by Shift: Employees with 12 complete years or more of seniority at the time of the layoff may bump by shift. Such an employee may bump the least senior employee on her/his shift in the unit, department or classification using the same criteria in A-B above. For the purpose of bumping by shift, "shift" will be defined as:
- | <u>SHIFT</u> | <u>START TIME</u> |
|--------------|--------------------|
| Days | 4:00 am - 11:59 am |
| Afternoons | Noon - 5:59 pm |
| Nights | 6:00 pm - 3:59 am |
- (d) Outside of Classification: If there is no position available within the same classification MGL wide, an employee may bump:
1. Into an equal or lower-rated classification held by the least senior incumbent regardless of shift while maintaining the same status; or
 2. A vacant position that the employee is minimally qualified to perform.
- (e) An employee who bumps into another classification shall receive the rate of pay of the classification that gives the least decrease in pay.

Section 24.4 Miscellaneous Layoff Provisions:

- (a) An employee exercising such bumping rights must do so within two (2) working days after receipt of layoff notice. If the employee chooses not to exercise bumping rights, (s)he shall remain on layoff until recalled to a position

considered a reasonable offer (see definitions).

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

Section 24.5 Definitions for Layoff and Recall:

- (a) Seniority. Seniority as defined by the contract shall be used for the order of layoff and recall to bargaining unit positions.
- (b) Unit. An identified cost center. See Appendix A in back of contract.
- (c) Classification. As listed in Section 1.1 of this Agreement.
- (d) Reasonable Offer. Similar classification, budgeted hours, shift, and same pay status (PT/FT), etc. Temporary positions are not considered bona fide vacancies. Similar budgeted hours is defined as plus or minus 10%. A 7 on/7 off position shall not be a reasonable offer unless the employee was laid off from a 7 on/7 off position.
- (e) Departments and units currently in that department are defined in Appendix A.
- (f) Qualified. An employee who possesses the appropriate knowledge, experience, education, skills, and other qualifications as may be defined by management or who can be trained within a reasonable period of time (90 days). The employee shall be responsible for updating all qualifications for her/his personnel file on an on-going basis. The Employer shall maintain all records of qualifications submitted by the employee including, but not limited to, typing tests and certifications.
- (g) Status:
 - 1. Full-Time Employees. For purposes of these sections, a full-time employee is an employee whose schedule of work usually consists of budgeted hours of seventy (70) hours or more during the two (2) week pay period.
 - 2. Benefit Eligible Regular Part-Time Employees. For purposes of these sections, a benefit eligible regular part-time employee is an employee whose schedule of work usually consists of budgeted hours of at

least forty (40) hours but less than seventy (70) hours during the two (2) week pay period.

3. Non-Benefit Eligible Regular Part-Time Employees. For purposes of these sections, a non-benefit eligible regular part-time employee is an employee whose schedule of work usually consists budgeted hours of less than forty (40) hours, but more than thirty-one (31) hours during the two (2) week pay period.

Section 24.6 Benefits Upon Layoff:

- (a) An employee who is placed on layoff will be allowed to make use of any PTO conversion benefits if eligible.
- (b) Laid off employees who are covered by medical, dental and/or optical insurance, and who timely elect COBRA, shall be enrolled in COBRA continuation coverage and, for a period of up to 3 months, the Employer shall pay a portion of the COBRA premiums equal to (1) the premium share the Employer paid while the employee was in active status and (2) any COBRA administrative fees.

Section 24.7 Recall:

- (a) When positions become available, qualified employees on layoff who were laid off from positions in the classification and department in which the vacancy occurs shall be recalled in the reverse order of the procedure followed for layoff.
- (b) Additionally, upon request of the employee, an employee who has bumped or been recalled to a different classification, unit, shift or status may elect to return to his/her former classification, unit, shift, or status, if it becomes available within ninety (90) days of the original layoff date.
- (c) Notice of recall may be made by telephone, but official notice shall be by certified mail, return receipt requested, sent to the employee's address on file with the Employer. It shall be the sole responsibility of an employee to keep his/her current telephone number and address on file with the Employer and to notify Human Resources if they plan to be out of town or otherwise unable to be reached for three (3) or more days. The Employer shall give the employee five (5) days written notice in advance of the day (s)he is to return to work. The Employer and the employee may arrange a later start date due to personal circumstances (i.e., child care, elder care). If the employee fails to report for work as scheduled, the employee shall be considered a voluntary quit.
- (d) The most senior employee with recall rights will be contacted first regarding vacancies. If there are other laid off employees qualified to fill the vacancy, the most senior employees may be allowed to decline without being terminated. If the vacancy is not a reasonable offer, the employee may be allowed to decline without being terminated.

Recall Rights:

Hire to 5 years = 1 year or length of seniority, whichever is less

5 years or more = 2 years

- (e) Employees on layoff status will be recalled only to their original department and classification. The Human Resources Department will be responsible for notifying employees of recall rights when vacancies occur. Recall rights with automatic recall to the original department and classification are retained for the entire length of layoff status per Section 24.7. All other vacancies for which the laid off employee may be interested require the employee to bid using procedures defined in Job Posting and Bidding (Section 23).
- (f) Employees who bumped into positions outside their unit, shift and/or status may elect to return to their former unit, shift or status if it becomes available within 90 days of the original layoff date. Employees must notify Human Resources of their interest in returning to their former position if it becomes available. If employees do not notify Human Resources, it will be assumed that the employee wished to remain in his/her new position rather than return to his/her former position.

Section 24.8 Layoff Allowance: Laid off employees shall receive allowance of one week of pay for each full year of service with a minimum of 2 weeks of pay, to a maximum of 8 weeks of pay, to be paid bi-weekly, so long as the layoff continues, provided that the employee is on indefinite, involuntary layoff where no reasonable offer of employment has been made or on a voluntary layoff offered by the Employer.

Section 24.9 Temporary Fill-In/On-Call List: Employees who are laid off may sign a temporary fill-in or on-call list with

the Department at the time of layoff, if the employee wishes to be called for temporary work. Such employees will be given preference over other temporary employees for shifts awarded after the date of layoff, provided such laid off employees are available and have the present ability and experience to perform the required work.

Article 25: WAGES

Section 25.1 Wage Rates: The classifications and straight time regular rate of pay for employees covered by this Agreement are established as set forth in the Appendix A, which is incorporated herein.

- (a) **New Hires.** Rates of pay beyond the starting rate are predicated on previous work experience. An employee may receive 100% credit for previous relevant work experience. If a new hire is brought into a unit at a step equal to or higher than other employees in that unit in that classification who have the same or more relevant work experience, then those employees will be adjusted so they make more than the new hire.
- (b) An employee transferring into another classification maintains the same anniversary date (MGL hire date).

Section 25.2 Shift Premium: Effective within 30 days of ratification, Employees who work a majority of their hours between 3:00 pm and 11:30 pm will receive a shift differential of \$1.50/hr on all hours worked. Employees who work a majority of their hours between 11:00 pm and 7:30 am will receive a shift differential of \$1.75/hr on all hours worked.

Effective the first full pay period in January 2025, Employees who work a majority of their hours between 3:00 pm and 11:30 pm will receive a shift differential of \$1.75/hr on all hours worked. Employees who work a majority of their hours between 11:00 pm and 7:30 am will receive a shift differential of \$2.00/hr on all hours worked.

Section 25.3 Paydays:

- (a) Employees shall be paid on a bi-weekly basis. Pay for the pay period must be issued to employees within an eight (8) day period following the end of the pay period.
- (b) The Employer reserves the right to change the above practices with thirty (30) days advance notice to the Union as long as the change is implemented for all employees.

Section 25.4 Call-Back Pay: An employee called back to work following his last scheduled shift but preceding his next scheduled shift, which is not contiguous to that shift, shall be guaranteed two (2) hours pay or the time actually worked, whichever is greater.

Section 25.5 On-Call Pay:

- (a) Effective within thirty (30) calendar days of ratification, Employees who are on-call shall receive \$2.75 for each hour on-call. (The employer shall maintain the \$3.50 for Endoscopy Techs.)

Effective the first full pay period in January 2025, Employees who are on-call shall receive \$3.00 for each hour on-call. (The employer shall maintain the \$3.75 for Endoscopy Techs.)

- (b) Employees who are called in for hours outside of their scheduled hours shall receive a minimum of two (2) hours at time and one-half (1-1/2) their regular rate. Employees called in for hours inside of their scheduled hours shall receive straight time for a minimum of four (4) hours. There shall be no pyramiding of overtime that is due under Section 21.5 or otherwise in this Agreement.

- (c) When taking "on-call" on a holiday:

An employee budgeted for 70 hours or more per pay period will be paid time and one-half (1-1/2) when they are called in to work.

An employee budgeted for less than 70 hours per pay will be paid two and one-half (2-1/2) times when they are called in to work.

- (d) On-call assignments will be rotated among all employees of the same shift and unit, unless the employee otherwise agrees.

- (e) Each department or unit needing an “on-call” system shall develop a Standard Policy reflecting any unique scheduling needs for that unit. Such policy shall not be altered without advance agreement with the Union.
- (f) An employee on-call shall receive shift differential for working four (4) or more consecutive hours into the second or third shift.
- (g) “On-call” pay and “called-in” pay shall not be paid simultaneously.

Section 25.6 Wages for Temporary Transfers: Employees may be temporarily assigned to work in another classification. When a temporary assignment is for at least 50% of the hours worked of the shift, the employee shall be compensated from the first hour of such assignment at the rate of the higher classification which is at the same step that the employee regularly receives. However, the secretary/clerical employees temporarily working in another secretarial/clerical classification will not be compensated at the higher rate unless the temporary assignment exceeds five (5) consecutive days. If an employee is temporarily assigned to work in a lower classification, the employee will suffer no reduction in pay.

Secretary/clerical classifications are clerk, senior clerk, secretary and receptionists.

Section 25.7 Wages Increases:

- (a) **Increase Following Ratification:** The wage scale in Appendix A has a series of increasing pay rates beginning at Step 1. The wage scale identifies the pay grades for each classification. Each pay grade has steps that are calculated at three (3%) percent of the minimum of each pay grade. Employees shall receive increases as identified below:
- (b) **Wage-Range Adjustments:**
 - 1. Effective the first full pay period in January 2023, there will be a 16 Step scale that includes a 3.0% range adjustment.
 - 2. Effective the first full pay period in January 2024, there will be a 5.0% range adjustment.
 - 3. Effective the first full pay period in January 2025, there will be a 5.0% range adjustment.
 - 4. Effective the first full pay period in January 2026, there will be a 5.0% range adjustment.
- (c) **Increases During the Term of the Agreement:**
 - 1. Effective the first full pay period in January 2023, 2024, 2025 and 2026, employees who are at top of scale shall receive a 3% lump sum bonus.
- (d) **Letter of Agreement regarding \$15.00 minimum wage scale placement:** The Employer agrees to enter an LOU that agrees to place any new hire on the wages scale based on their years of experience, but no lower than \$15.00 per hour rate of pay.

Section 25.8 Weekend Incentive Bonus:

- (a) A 3% weekend differential will be paid on all weekend hours worked. Weekend hours are hours worked on any shift beginning at or after 6:30 p.m. Friday through shifts ending at or before 2:00 a.m. Monday.
- (b) Schedules shall not be arbitrarily changed to avoid paying weekend shift differential.

Section 25.9 Training Pay:

When employees are required to train new staff, they shall receive an additional \$.0.75 hr. New staff is defined as employees who have posted for and filled an open position, as well as new hospital employees. The maximum amount of training pay for each new employee shall be for ten (10) days / eighty (80) hours.

Section 25.10 Certified Healthcare Access Associates:

MGL will cover the exam cost (currently \$75) for all employees choosing to take the certification exam. MGL will facilitate an exam study course and will arrange independent proctoring of the exam a minimum of two times per year at MGL.

Article 26: LOW CENSUS DAYS OFF

Section 26.1. In lieu of using the layoff procedure set forth in this Agreement, the Hospital has the right, when there is more staff than needed on a particular day because of low census, to reduce the number of employees working or scheduled to work on each shift. This shall be referred to as a low census day off (LCDO).

An employee may request to take a particular day and shift off if staffing and census permit. This shall also be referred to as an LCDO.

Section 26.2. If a Manager decides to authorize an LCDO, then the following order priority shall be followed:

- (a) Volunteers in that Department shall be sought first (VLCDO). If there are more than enough volunteers, requests shall be granted based upon the rules established by that Department.
- (b) No employee shall be required to take an LCDO if any employee is working overtime in that classification in the Department and on that shift. The overtime may be cancelled or the employee getting overtime LCDO'd.
- (c) No employee shall be required to take an LCDO if another employee is working that day as extra time above her/his schedule. The employee working the day as extra time may be LCDO'd.
- (d) No employee shall be required to take an LCDO if a per diem, or any temporary or agency personnel are working in that Department and on that shift.
- (e) If enough employees do not volunteer and if the Manager still wants to reduce staffing on that shift in that Department, the LCDO shall be given to the low senior employee in the Department in the classification on that shift.

As an alternative, the LCDO shall be rotated among qualified staff in the affected classifications and department. This can only occur if the department has, by majority employee vote, conducted by the Union, decided to use rotation instead of seniority. The method of rotation must be decided at the time of the vote and will be in effect for the life of this Agreement. The Employer must be notified by the Union that a particular department is using the rotation method voted in by that department's employees.

For LCDO's, some departments are split into their individual units, (see appendix A in back of contract).

Section 26.3. LCDO shall not be used in lieu of discipline or indefinite layoff.

Section 26.4. An employee on LCDO may use PTO or take the day unpaid.

Section 26.5. An employee who volunteers to take a LCDO may be required to be on-call during part or all of her/his shift time.

Section 26.6. An employee required to take an LCDO shall not be required to be on-call.

Section 26.7. An LCDO will receive employee on-call pay for all hours on-call. The number of on-call hours required will be determined prior to accepting the LCDO. If called in during the employees usual shift time, the employee will be paid at straight time for a minimum of four (4) hours.

Section 26.8. If the Manager intends to pull an employee out of the Department in the event no one volunteers for the LCDO, employees should be informed at the time the LCDO is offered.

Section 26.9. If an employee required to take an LCDO requests to be reassigned to another Department where a per diem is working in her/his classification and on her/his shift, the Employer will accommodate the request provided the employee agrees to work the entire shift and it does not require additional overtime.

Section 26.10. An employee who reports for work and who volunteers for or is required to take an LCDO shall work and receive a minimum of two (2) hours pay for reporting.

Article 27: DISCIPLINE

Section 27.1 Discipline:

- (a) The Employer subscribes to the policy of corrective discipline, but severe discipline, including discharge, may be appropriate for infractions or conduct of a serious nature. All discharges or disciplinary suspensions without pay shall be for just cause. Upon being informed in advance that discipline is contemplated or is the reason for a meeting with Employer representatives, upon request by the employee, a Union steward shall be present for such discussion. A copy of all Step 2, 3, and 4 disciplines shall be furnished to the Union office within two (2) days, excluding Saturday, Sunday and holidays.
- (b) When an employee has maintained a record free of discipline for nine (9) months immediately prior to an incident where discipline is being considered, the Employer will not consider any previous discipline (excluding discipline for substance abuse or harassment) in rendering discipline for the current incident. If an employee goes on a Leave of Absence (LOA) for fifteen (15) calendar days or more during the discipline's active period, then, the amount of time the employee was out on a LOA will be extended to the discipline's active period.
- (c) The Employer must pass a counseling memo or impose any discipline within seventeen (17) working days of the Department Manager becoming aware of the events leading to the counseling memo or discipline. If due to no fault of the Employer that a discipline cannot be issued within seventeen (17) working days, upon request, the Employer will be granted a one ten (10) working day extension or a ten (10) working day extension upon an Employee's return to work from a LOA.
- (d) In no event shall a written suspension level of discipline be assessed at greater than a three (3) day unpaid duration. By mutual agreement the parties may agree on a longer suspension in lieu of termination for terminable offenses only.

Article 28: MISCELLANEOUS

Section 28.1 Captions: The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 28.2 Parking: The Employer agrees to provide parking, free of charge, for all employees.

Section 28.3 Medical Examinations: Any costs resulting from medical examinations required by the Employer shall be paid by the Employer. This shall not include pre-employment physicals.

Section 28.4 Ancillary Benefits: Bargaining unit employees shall be entitled to the following benefits under such policies and practices as may be established by the Employer for other employees.

- (a) Education Reimbursement
- (b) Payroll deductions (for example, but not limited to, flexible spending account, Employer approved promotional events)
- (c) Direct Deposit
- (d) Mileage

Section 28.5 Licensing Reimbursement: Engineering employees required by the Employer to maintain a license shall be reimbursed by the Employer for the cost of maintaining the license.

Section 28.6 Union Label: Any item printed by bargaining unit employees shall have the Union logo.

Section 28.7 Retracting Resignation:

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

last day worked, a resignation can only be retracted with the mutual agreement between the Employer and the Union.

Section 28.8 Successors:

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

Section 28.9 Staffing Plans:

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

Section 28.10 Uniform Changes:

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

Section 28.11 Dress Code Changes:

Dress code changes that require employees to wear a certain type of clothing will be limited to no more than once every eighteen months. When there is a change, employees and the Union will be given six (6) months' notice prior to the implementation. The six (6) month notice shall clearly identify what the dress code change will consist of.

Section 28.12 Union Logo on Uniform: At Employee's own cost, a bargaining unit employee may have the OPEIU Local 459 insignia logo embroidered on his/her uniform. The logo must be of reasonable size and be embroidered in the same color thread as the uniform color.

Article 29: ALTERATION OF AGREEMENT

Section 29.1 Alteration of Agreement and Waiver:

- (a) No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be made by an employee or group of employees with the Hospital, and no amendments or revision of any of the terms or conditions contained herein shall be binding upon the parties hereto unless executed in writing by the parties hereto. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto, and such agreements shall be in full force and effect to the same extent as any other provisions of this Agreement. The Employer and Union acknowledge that this Agreement, together with any letters of understanding and/or agreements, embody the full understandings reached by the parties as to the wages, hours, benefits and other terms and conditions of employment of all employees covered by this Agreement. Neither party is obligated to negotiate further on any matter covered by this Agreement.
- (b) Any provision of this Agreement which is held by the final order of a court of competent jurisdiction to be in violation of or contrary to municipal, state or federal acts, statutes, ordinances, regulations or orders, or revisions thereof, now effective or which may become effective during the term of this Agreement, shall be considered void. In the event that any provision of this Agreement is thus voided, it is the express intent of the parties that all other non-affected provisions of this Agreement, Letters of Understanding and/or agreements, shall remain in full force and effect during the term of this Agreement.

Article 30: DURATION

Section 30.1 Term of Agreement: This Agreement shall terminate at 12:00 midnight on December 31, 2026.

If either party desires to amend or modify this Agreement, notice of same shall be served on the other party ninety (90)

days prior to the termination date stated herein. If neither party shall give notice to modify, this Agreement shall continue in effect until notice of modification is served on the other party, in which case this Agreement shall terminate ninety (90) days after receipt of said notice.

Article 31: CAREER LADDERS

Section 31.1 SPD Tech: The classification of SPD Tech, Certified is designated as a career ladder and SPD Tech, Uncertified shall, upon obtaining and maintaining the applicable certification as a Certified SPD Tech, automatically move to the pay grade of SPD Tech, Certified.

Additional career ladders may be added by mutual agreement of the Union and the Employer.

Article 32: ATTENDANCE

Section 32.1

Attendance is tracked for the most recent back rolling twenty-six (26) pay periods. Employees "spend" points according to their attendance record. When an employee hits or exceeds (whichever occurs first) zero (0) points, the employee shall be terminated.

Section 32.2 Points Threshold:

All employees regardless of status (Full-time or Part-time) shall start with a sixteen (16) point bank upon hire into the bargaining unit.

Section 32.3 Attendance Points:

- (a) Employees will have one (1) point deducted from their attendance point bank for each day of unscheduled absence. An employee who fails to give proper notice of an absence or who is a NCNS will not receive attendance points via this article, but the issue would be addressed through the standards of conduct policy where the employee may be subject to discipline.
- (b) This Article does not supersede Section 22.3 Loss of Seniority of this collective bargaining agreement. Under all circumstances, an employee who is absent for three (3) consecutive no call/no shows shall be terminated unless the employee's failure to notify the Employer is due to extenuating circumstances satisfactory to the Employer.
- (c) Employees who transfer from one department to another shall take their attendance point banks with them.

Section 32.4 Definition of Occurrence of absence:

- (a) An employee shall be considered to have an occurrence of absence if the employee has an unscheduled absence that is not the result of one of the following:
 - 1. Approved FMLA, Medical Leave, Extended Medical Leave as outlined under Section 7.10 or other approved Leave of Absence. Proper notice is still required.
 - 2. Documented diagnosis of contagious or communicable disease that is transmitted regardless of universal precautions. Documentation must be presented to the Employee Health Department within 72 hours and be reasonably associated with the length of absence.
 - 3. Absence(s) that are the result of an unusual circumstance based on the Employer's discretion.
- (b) An occurrence of absence is if an employee works less than sixty-six (66%) percent of their scheduled shift.
- (c) An employee may apply for a leave of absence. Provided the appropriate notification, documentation, and approval are received, all leaves of absence will not be considered an absence for purposes of the Article.

Section 32.5 Notice of Points:

- (a) The employer shall notify the employee when the employee has reached seven (7) points and again at three (3)

points (or less). The notice shall be in writing, indicating the point level, and a copy sent to the Union. An employee will not be subject to termination if the employee has not been given this notice or the employee has not spent points since the notice. It is not the Union's intent to grieve a delay in providing the 7 point notification when such delay is either the result of consecutive absences which took the employee from over 7 points to under 7 points and the notice was provided at the earliest opportunity following the employee's return to work, or is the result of the denial of an FMLA request covering one or more days of absence, where the notice is provided at the earliest opportunity following the denial of the FMLA request.

- (b) When and if electronically possible, each pay day employees shall receive notice from the Employer of their total number of points. Until then each employee shall receive this information upon request.

Section 32.6 Other discipline policies:

This Section shall govern only absentee issues for POST bargaining unit employees. The Employer's policy/procedure on absenteeism will not be applied to POST bargaining unit employees. The progressive corrective discipline policy will not be applied to absenteeism issues. The progressive corrective discipline policy will apply to tardiness, NCNS absences, and absences without proper notice.

Letters of Understanding

(1) EXEMPTING OF PENNSYLVANIA EMPLOYEES HIRED BEFORE 5/1/95 TO PTO SYSTEM

For employees hired into the bargaining unit on or before 05/01/95, contract provisions on Earned Leave Bank are modified as follows:

- (a) For employees hired before 01/01/93, and in a bargaining unit position on or before 05/01/95, the following schedule will apply:

<u>Years of Service from MGL Anniversary Date of Hire (ADH)</u>	<u>Hours Earned/Hours Paid</u>
Hire to 5th year ADH	0.0977
Start of 5th ADH to 9th ADH	0.1177
Start of 9th ADH to 13th ADH	0.1262
13th ADH ++	0.1377

- (b) Any employee hired by MCH on or after 01/01/93 shall earn PTO according to the schedule in Section 9.2 of the contract except that employees hired by MCH on or after 01/01/93, but before 05/01/95, and in a bargaining unit position on or before 05/01/95 shall start at the 5-10 year rate regardless of their actual years.
- (c) Employees hired before 05/01/95 and who transfer into or out of the bargaining unit after 05/01/95 will have PTO accrual rates determined according to the following:
- i. Their current exempted accrual rate will be compared to the current standard accrual rates for PTO (see Section 9.2 of the current contract or PTO accrual rates for non-bargaining unit employees, whichever is applicable).
 - ii. The employee will be placed at the standard accrual rate closest to the exempted accrual rate (example: if employee currently accrues at 0.1000 he/she will transfer to the 0.0961 accrual rate because it is closer to the employee's current accrual rate than 0.1153).
 - iii. In no event will an employee transfer into a bargaining unit position earning greater than the maximum PTO accrual as stated in Section 9.2 or PTO accruals for non-bargaining unit employees, whichever is applicable.
 - iv. The employee will move to the next accrual rate, if applicable, on the appropriate anniversary date of hire per Section 9.2 or the PTO accruals for non-bargaining unit employees, whichever is applicable.

(2) EXEMPTING OF GREENLAWN EMPLOYEES TO NEW PTO SYSTEM

The Exempting system for Greenlawn employees to the new PTO system shall be continued.

(3)
EXEMPTING OF EMPLOYEES HIRED BEFORE 4/30/2005 TO NEW PTO SCHEDULE

For employees hired into the bargaining unit on or before 4/30/05, contract provisions on Earned Leave Bank are modified as follows:

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

(4)
TEMPORARY TRANSITIONAL TASK (T-3)

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

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

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

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

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

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

(5)
Interpreter Services at MGL

Although MGL will not seek to use POST bargaining unit employees to provide interpreter services for medical translations, nothing should limit an employee from providing information on a customer service level when the opportunity presents itself. It is not an interpreter service requirement but it is a customer service expectation of MGL that the employee assist the visitor in this manner.

(6)
Inactive Classifications

This Letter of Understanding is entered into by and between Ingham Regional Medical Center (hereinafter the "Employer") and the Office & Professional Employees International Union, Local 459, AFL-CIO and CLC (hereinafter the "Union").

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

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

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

The following classifications are "inactive":

Anesthesia Tech, Certified
Anesthesia Tech, Uncertified
Bed Controller
Biller Collector
Billing, Team Leader
Biomed Elect Asst
Bookkeeper (Dietary)
Buyer's Asst (Pharmacy)
Cash Posting Rep
Cash Posting Rep LD
Cash Posting, Team Lead
Cashier: Accounting/Budget (Penn Only)
Caterer
Clerk
Clerk, including Bio Med Response Clerk
Clerk, Sr
Cook, Second
Cook
Dietary Aide
Dietary Aide II (a/k/a Multiskilled Worker)
Dietician's Assistant
Darkroom Tech
Darkroom Tech/Transporter
Data Clerk/Secretary
Diener
Electrician I
Electrician II
EKG Tech
EKG/Transporter
Financial Counselor
Information Specialist: Medical Records
Linen Aide
Materials Management Tech
Medical Records Tech I
Medical Records Tech II
Medical Transcriptionist I
Medical Transcriptionist II
Medical Transcriptionist III
Medical Records Coder
Medical Records Coder Assistant
Nutrition Services Tech
Pharmacy Tech, Uncertified
Physical Therapy Tech
Physical Medicine Tech
Patient Placement Tech, Team Lead
Plumber I
Plumber II
Radiology Assistant Senior
Registrar, Team Lead
Rehab Aide
Respiratory Tech Assistant
Stores Clerk
Scheduler
Stockhandler

(7)

Recognition of Martin Luther King, Jr. Day

The Union and the Employer are committed to jointly recognizing the Martin Luther King Jr. holiday.

Therefore it is agreed that a committee shall be formed in order to establish recognition of this day.

The committee shall consist of the three (3) Chief Stewards, the VP of Human Resources and two (2) persons to be designated by the Employer, with others invited by mutual agreement.

The Employer shall provide a minimum budget of \$2,500 each year.

In the event the committee decides that additional time off for employees is part of the recognition, (i.e. extended lunch time); the time off will not be calculated in or deducted from the minimum budget.

(8)

Per Diems

Departments with more than ten (10) employees shall be limited to 20% per diems. The parties will meet to discuss the impact of this limitation on an ongoing basis.

(9)

Punching late

No employee will be disciplined for punching late if the late time is less than the rounding period used by the Employer's payroll system. Employees may be eligible for discipline under Standard of Conduct.

Wage Range Scales

POST PAY RANGES ~ Effective January 2023 (3% Range Change)

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
906																
907	12.5378	12.9139	13.2900	13.6662	14.0423	14.4184	14.7946	15.1707	15.5468	15.9230	16.2991	16.6752	17.0514	17.4275	17.8036	18.1798
908	12.9471	13.3355	13.7239	14.1123	14.5007	14.8891	15.2776	15.6660	16.0544	16.4428	16.8312	17.2196	17.6080	17.9964	18.3849	18.7733
909	13.3779	13.7793	14.1806	14.5819	14.9833	15.3846	15.7860	16.1873	16.5886	16.9900	17.3913	17.7926	18.1940	18.5953	18.9967	19.3980
910	13.7549	14.1676	14.5802	14.9929	15.4055	15.8182	16.2308	16.6435	17.0561	17.4688	17.8814	18.2941	18.7067	19.1193	19.5320	19.9446
911	14.1965	14.6224	15.0483	15.4742	15.9001	16.3260	16.7519	17.1778	17.6037	18.0296	18.4555	18.8814	19.3073	19.7332	20.1591	20.5850
912	14.7028	15.1439	15.5850	16.0261	16.4671	16.9082	17.3493	17.7904	18.2315	18.6726	19.1136	19.5547	19.9958	20.4369	20.8780	21.3191
913	15.0583	15.5100	15.9617	16.4135	16.8652	17.3170	17.7687	18.2205	18.6722	19.1240	19.5757	20.0275	20.4792	20.9310	21.3827	21.8345
914	15.5860	16.0536	16.5212	16.9888	17.4564	17.9240	18.3915	18.8591	19.3267	19.7943	20.2619	20.7294	21.1970	21.6646	22.1322	22.5998
915	16.0384	16.5196	17.0007	17.4819	17.9631	18.4442	18.9254	19.4065	19.8877	20.3688	20.8500	21.3311	21.8123	22.2934	22.7746	23.2557
916	16.6847	17.1853	17.6858	18.1863	18.6869	19.1874	19.6880	20.1885	20.6890	21.1896	21.6901	22.1907	22.6912	23.1918	23.6923	24.1928
917	17.2125	17.7289	18.2453	18.7616	19.2780	19.7944	20.3108	20.8271	21.3435	21.8599	22.3763	22.8926	23.4090	23.9254	24.4418	24.9581
918	17.7403	18.2725	18.8047	19.3369	19.8691	20.4013	20.9336	21.4658	21.9980	22.5302	23.0624	23.5946	24.1268	24.6590	25.1912	25.7234
919	18.4081	18.9604	19.5126	20.0649	20.6171	21.1693	21.7216	22.2738	22.8261	23.3783	23.9306	24.4828	25.0350	25.5873	26.1395	26.6918
920	18.9790	19.5484	20.1177	20.6871	21.2565	21.8258	22.3952	22.9646	23.5340	24.1033	24.6727	25.2421	25.8114	26.3808	26.9502	27.5195
921	19.6145	20.2029	20.7914	21.3798	21.9682	22.5567	23.1451	23.7336	24.3220	24.9104	25.4989	26.0873	26.6757	27.2642	27.8526	28.4410
922	20.2608	20.8686	21.4764	22.0843	22.6921	23.2999	23.9077	24.5155	25.1234	25.7312	26.3390	26.9468	27.5547	28.1625	28.7703	29.3781
923	20.7024	21.3235	21.9445	22.5656	23.1867	23.8078	24.4288	25.0499	25.6710	26.2921	26.9131	27.5342	28.1553	28.7763	29.3974	30.0185
924	21.0794	21.7118	22.3442	22.9765	23.6089	24.2413	24.8737	25.5061	26.1385	26.7708	27.4032	28.0356	28.6680	29.3004	29.9327	30.5651
925	21.9303	22.5882	23.2461	23.9041	24.5620	25.2199	25.8778	26.5357	27.1936	27.8515	28.5094	29.1673	29.8252	30.4832	31.1411	31.7990
926	22.8136	23.4980	24.1824	24.8668	25.5512	26.2356	26.9200	27.6044	28.2888	28.9732	29.6576	30.3421	31.0265	31.7109	32.3953	33.0797
927	23.6013	24.3094	25.0174	25.7254	26.4335	27.1415	27.8495	28.5576	29.2656	29.9737	30.6817	31.3897	32.0978	32.8058	33.5139	34.2219
928	24.4184	25.1510	25.8835	26.6161	27.3487	28.0812	28.8138	29.5463	30.2789	31.0114	31.7440	32.4765	33.2091	33.9416	34.6742	35.4067
929	24.5908	25.3286	26.0663	26.8040	27.5417	28.2795	29.0172	29.7549	30.4926	31.2304	31.9681	32.7058	33.4435	34.1813	34.9190	35.6567
930	24.7847	25.5283	26.2718	27.0153	27.7589	28.5024	29.2460	29.9895	30.7331	31.4766	32.2201	32.9637	33.7072	34.4508	35.1943	35.9378
931	27.4129	28.2353	29.0577	29.8801	30.7025	31.5248	32.3472	33.1696	33.9920	34.8144	35.6368	36.4592	37.2816	38.1039	38.9263	39.7487
932	28.2315	29.0785	29.9254	30.7724	31.6193	32.4663	33.3132	34.1602	35.0071	35.8540	36.7010	37.5479	38.3949	39.2418	40.0888	40.9357

POST PAY RANGES ~ Effective January 2024 (5% Range Change)

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
906	13.1647	13.5596	13.9545	14.3495	14.7444	15.1394	15.5343	15.9292	16.3242	16.7191	17.1141	17.5090	17.9039	18.2989	18.6938	19.0888
907	13.5944	14.0023	14.4101	14.8179	15.2258	15.6336	16.0414	16.4493	16.8571	17.2649	17.6728	18.0806	18.4884	18.8963	19.3041	19.7119
908	14.0468	14.4682	14.8896	15.3110	15.7324	16.1539	16.5753	16.9967	17.4181	17.8395	18.2609	18.6823	19.1037	19.5251	19.9465	20.3679
909	14.4427	14.8760	15.3092	15.7425	16.1758	16.6091	17.0424	17.4756	17.9089	18.3422	18.7755	19.2088	19.6420	20.0753	20.5086	20.9419
910	14.9064	15.3536	15.8008	16.2480	16.6951	17.1423	17.5895	18.0367	18.4839	18.9311	19.3783	19.8255	20.2727	20.7199	21.1671	21.6142
911	15.4379	15.9011	16.3642	16.8274	17.2905	17.7536	18.2168	18.6799	19.1430	19.6062	20.0693	20.5325	20.9956	21.4587	21.9219	22.3850
912	15.8112	16.2855	16.7598	17.2342	17.7085	18.1828	18.6572	19.1315	19.6058	20.0802	20.5545	21.0288	21.5032	21.9775	22.4519	22.9262
913	16.3653	16.8563	17.3473	17.8382	18.3292	18.8201	19.3111	19.8021	20.2930	20.7840	21.2750	21.7659	22.2569	22.7478	23.2388	23.7298
914	16.8404	17.3456	17.8508	18.3560	18.8612	19.3664	19.8716	20.3768	20.8820	21.3873	21.8925	22.3977	22.9029	23.4081	23.9133	24.4185
915	17.5190	18.0445	18.5701	19.0957	19.6212	20.1468	20.6724	21.1979	21.7235	22.2491	22.7746	23.3002	23.8258	24.3513	24.8769	25.4025
916	18.0731	18.6153	19.1575	19.6997	20.2419	20.7841	21.3263	21.8685	22.4107	22.9529	23.4951	24.0373	24.5795	25.1217	25.6638	26.2060
917	18.6273	19.1861	19.7450	20.3038	20.8626	21.4214	21.9802	22.5391	23.0979	23.6567	24.2155	24.7743	25.3332	25.8920	26.4508	27.0096
918	19.3285	19.9084	20.4882	21.0681	21.6479	22.2278	22.8077	23.3875	23.9674	24.5472	25.1271	25.7069	26.2868	26.8667	27.4465	28.0264
919	19.9279	20.5258	21.1236	21.7215	22.3193	22.9171	23.5150	24.1128	24.7107	25.3085	25.9063	26.5042	27.1020	27.6998	28.2977	28.8955
920	20.5952	21.2131	21.8309	22.4488	23.0667	23.6845	24.3024	24.9202	25.5381	26.1559	26.7738	27.3917	28.0095	28.6274	29.2452	29.8631
921	21.2738	21.9120	22.5502	23.1885	23.8267	24.4649	25.1031	25.7413	26.3795	27.0178	27.6560	28.2942	28.9324	29.5706	30.2088	30.8470
922	21.7375	22.3896	23.0418	23.6939	24.3460	24.9982	25.6503	26.3024	26.9545	27.6067	28.2588	28.9109	29.5630	30.2152	30.8673	31.5194
923	22.1334	22.7974	23.4614	24.1254	24.7894	25.4534	26.1174	26.7814	27.4454	28.1094	28.7734	29.4374	30.1014	30.7654	31.4294	32.0934
924	23.0268	23.7177	24.4085	25.0993	25.7901	26.4809	27.1717	27.8625	28.5533	29.2441	29.9349	30.6257	31.3165	32.0073	32.6981	33.3889
925	23.9543	24.6729	25.3915	26.1101	26.8288	27.5474	28.2660	28.9846	29.7033	30.4219	31.1405	31.8592	32.5778	33.2964	34.0150	34.7337
926	24.7814	25.5248	26.2683	27.0117	27.7551	28.4986	29.2420	29.9855	30.7289	31.4723	32.2158	32.9592	33.7027	34.4461	35.1896	35.9330
927	25.6394	26.4085	27.1777	27.9469	28.7161	29.4853	30.2545	31.0236	31.7928	32.5620	33.3312	34.1004	34.8695	35.6387	36.4079	37.1771
928	25.8204	26.5950	27.3696	28.1442	28.9188	29.6934	30.4680	31.2427	32.0173	32.7919	33.5665	34.3411	35.1157	35.8903	36.6649	37.4395
929	26.0240	26.8047	27.5854	28.3661	29.1468	29.9275	30.7083	31.4890	32.2697	33.0504	33.8311	34.6119	35.3926	36.1733	36.9540	37.7347
930	26.836	27.6471	28.4584	29.2691	30.0798	30.8905	31.7012	32.5119	33.3226	34.1333	34.9440	35.7547	36.5654	37.3761	38.1868	38.9975
931	27.6471	28.4584	29.2691	30.0798	30.8905	31.7012	32.5119	33.3226	34.1333	34.9440	35.7547	36.5654	37.3761	38.1868	38.9975	39.8082
932	29.6431	30.5324	31.4217	32.3110	33.2003	34.0896	34.9789	35.8682	36.7575	37.6467	38.5360	39.4253	40.3146	41.2039	42.0932	42.9825

POST PAY RANGES ~ Effective January 2025 (5% Range Change)

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
906	13.8229	14.2376	14.6523	15.0670	15.4816	15.8963	16.3110	16.7257	17.1404	17.5551	17.9698	18.3844	18.7991	19.2138	19.6285	20.0432
907	14.2742	14.7024	15.1306	15.5588	15.9871	16.4153	16.8435	17.2717	17.7000	18.1282	18.5564	18.9846	19.4129	19.8411	20.2693	20.6975
908	14.7492	15.1916	15.6341	16.0766	16.5191	16.9615	17.4040	17.8465	18.2890	18.7314	19.1739	19.6164	20.0589	20.5013	20.9438	21.3863
909	15.1648	15.6198	16.0747	16.5296	16.9846	17.4395	17.8945	18.3494	18.8044	19.2593	19.7142	20.1692	20.6241	21.0791	21.5340	21.9890
910	15.6517	16.1212	16.5908	17.0603	17.5299	17.9995	18.4690	18.9386	19.4081	19.8777	20.3472	20.8168	21.2863	21.7559	22.2254	22.6950
911	16.2098	16.6961	17.1824	17.6687	18.1550	18.6413	19.1276	19.6139	20.1002	20.5865	21.0728	21.5591	22.0454	22.5317	23.0180	23.5043
912	16.6017	17.0998	17.5978	18.0959	18.5939	19.0920	19.5900	20.0881	20.5861	21.0842	21.5822	22.0803	22.5783	23.0764	23.5744	24.0725
913	17.1836	17.6991	18.2146	18.7301	19.2456	19.7612	20.2767	20.7922	21.3077	21.8232	22.3387	22.8542	23.3697	23.8852	24.4007	24.9162
914	17.6824	18.2128	18.7433	19.2738	19.8043	20.3347	20.8652	21.3957	21.9261	22.4566	22.9871	23.5176	24.0480	24.5785	25.1090	25.6394
915	18.3949	18.9467	19.4986	20.0504	20.6023	21.1541	21.7060	22.2578	22.8097	23.3615	23.9134	24.4652	25.0171	25.5689	26.1208	26.6726
916	18.9768	19.5461	20.1154	20.6847	21.2540	21.8233	22.3926	22.9619	23.5312	24.1005	24.6698	25.2391	25.8084	26.3777	26.9470	27.5163
917	19.5587	20.1454	20.7322	21.3190	21.9057	22.4925	23.0792	23.6660	24.2528	24.8395	25.4263	26.0130	26.5998	27.1866	27.7733	28.3601
918	20.2950	20.9038	21.5127	22.1215	22.7303	23.3392	23.9480	24.5569	25.1657	25.7746	26.3834	26.9923	27.6011	28.2100	28.8188	29.4277
919	20.9243	21.5521	22.1798	22.8075	23.4353	24.0630	24.6907	25.3185	25.9462	26.5739	27.2016	27.8294	28.4571	29.0848	29.7126	30.3403
920	21.6250	22.2737	22.9225	23.5712	24.2200	24.8687	25.5175	26.1662	26.8150	27.4637	28.1125	28.7612	29.4100	30.0587	30.7075	31.3562
921	22.3375	23.0076	23.6778	24.3479	25.0180	25.6881	26.3583	27.0284	27.6985	28.3686	29.0388	29.7089	30.3790	31.0491	31.7193	32.3894
922	22.8244	23.5091	24.1939	24.8786	25.5633	26.2481	26.9328	27.6175	28.3023	28.9870	29.6717	30.3565	31.0412	31.7259	32.4106	33.0954
923	23.2400	23.9372	24.6344	25.3316	26.0288	26.7260	27.4232	28.1204	28.8176	29.5148	30.2120	30.9092	31.6065	32.3037	33.0009	33.6981
924	24.1782	24.9035	25.6289	26.3542	27.0796	27.8049	28.5303	29.2556	29.9810	30.7063	31.4316	32.1570	32.8823	33.6077	34.3330	35.0584
925	25.1520	25.9065	26.6611	27.4156	28.1702	28.9248	29.6793	30.4339	31.1884	31.9430	32.6976	33.4521	34.2067	34.9612	35.7158	36.4704
926	26.0204	26.8011	27.5817	28.3623	29.1429	29.9235	30.7041	31.4847	32.2654	33.0460	33.8266	34.6072	35.3878	36.1684	36.9490	37.7296
927	26.9213	27.7290	28.5366	29.3443	30.1519	30.9595	31.7672	32.5748	33.3825	34.1901	34.9977	35.8054	36.6130	37.4207	38.2283	39.0359
928	27.1114	27.9247	28.7381	29.5514	30.3648	31.1781	31.9914	32.8048	33.6181	34.4315	35.2448	36.0582	36.8715	37.6848	38.4982	39.3115
929	27.3252	28.1449	28.9647	29.7844	30.6042	31.4239	32.2437	33.0634	33.8832	34.7029	35.5227	36.3425	37.1622	37.9820	38.8017	39.6215
930	30.2227	31.1294	32.0361	32.9428	33.8495	34.7561	35.6628	36.5695	37.4762	38.3829	39.2896	40.1962	41.1029	42.0096	42.9163	43.8230
931	31.1253	32.0590	32.9928	33.9265	34.8603	35.7941	36.7278	37.6616	38.5953	39.5291	40.4628	41.3966	42.3304	43.2641	44.1979	45.1316

POST PAY RANGES ~ Effective January 2026 (5% Range Change)

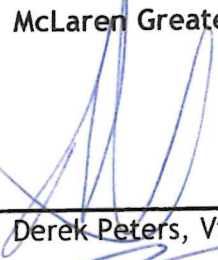
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
905																
907	14.5140	14.9495	15.3849	15.8203	16.2557	16.6911	17.1266	17.5620	17.9974	18.4328	18.8682	19.3037	19.7391	20.1745	20.6099	21.0454
908	14.9879	15.4375	15.8871	16.3368	16.7864	17.2360	17.6857	18.1353	18.5850	19.0346	19.4842	19.9339	20.3835	20.8331	21.2828	21.7324
909	15.4866	15.9512	16.4158	16.8804	17.3450	17.8096	18.2742	18.7388	19.2034	19.6680	20.1326	20.5972	21.0618	21.5264	21.9910	22.4556
910	15.9230	16.4007	16.8784	17.3561	17.8338	18.3115	18.7892	19.2669	19.7446	20.2223	20.7000	21.1777	21.6553	22.1330	22.6107	23.0884
911	16.4343	16.9273	17.4203	17.9134	18.4064	18.8994	19.3925	19.8855	20.3785	20.8715	21.3646	21.8576	22.3506	22.8436	23.3367	23.8297
912	17.0203	17.5309	18.0415	18.5522	19.0628	19.5734	20.0840	20.5946	21.1052	21.6158	22.1264	22.6370	23.1476	23.6583	24.1689	24.6795
913	17.4318	17.9548	18.4777	19.0007	19.5236	20.0466	20.5695	21.0925	21.6154	22.1384	22.6614	23.1843	23.7073	24.2302	24.7532	25.2761
914	18.0428	18.5841	19.1254	19.6666	20.2079	20.7492	21.2905	21.8318	22.3731	22.9143	23.4556	23.9969	24.5382	25.0795	25.6208	26.1621
915	18.5665	19.1235	19.6805	20.2375	20.7945	21.3515	21.9085	22.4655	23.0225	23.5795	24.1364	24.6934	25.2504	25.8074	26.3644	26.9214
916	19.3146	19.8941	20.4735	21.0530	21.6324	22.2118	22.7913	23.3707	23.9502	24.5296	25.1090	25.6885	26.2679	26.8474	27.4268	28.0062
917	19.9256	20.5234	21.1212	21.7189	22.3167	22.9145	23.5122	24.1100	24.7078	25.3056	25.9033	26.5011	27.0989	27.6966	28.2944	28.8922
918	20.5366	21.1527	21.7688	22.3849	23.0010	23.6171	24.2332	24.8493	25.4654	26.0815	26.6976	27.3137	27.9298	28.5459	29.1620	29.7781
919	21.3097	21.9490	22.5883	23.2276	23.8669	24.5062	25.1454	25.7847	26.4240	27.0633	27.7026	28.3419	28.9812	29.6205	30.2598	30.8991
920	21.9706	22.6297	23.2888	23.9479	24.6070	25.2661	25.9253	26.5844	27.2435	27.9026	28.5617	29.2208	29.8800	30.5391	31.1982	31.8573
921	22.7062	23.3874	24.0686	24.7498	25.4310	26.1122	26.7934	27.4746	28.1557	28.8369	29.5181	30.1993	30.8805	31.5617	32.2429	32.9240
922	23.4544	24.1580	24.8616	25.5653	26.2689	26.9725	27.6762	28.3798	29.0834	29.7871	30.4907	31.1943	31.8980	32.6016	33.3052	34.0089
923	23.9656	24.6846	25.4036	26.1225	26.8415	27.5605	28.2794	28.9984	29.7174	30.4363	31.1553	31.8743	32.5932	33.3122	34.0312	34.7501
924	24.4020	25.1341	25.8662	26.5982	27.3303	28.0623	28.7944	29.5265	30.2585	30.9906	31.7227	32.4547	33.1868	33.9188	34.6509	35.3830
925	25.3871	26.1487	26.9103	27.6719	28.4335	29.1952	29.9568	30.7184	31.4800	32.2416	33.0032	33.7648	34.5265	35.2881	36.0497	36.8113
926	26.4096	27.2019	27.9941	28.7864	29.5787	30.3710	31.1633	31.9556	32.7479	33.5401	34.3324	35.1247	35.9170	36.7093	37.5016	38.2939
927	27.3215	28.1411	28.9608	29.7804	30.6000	31.4197	32.2393	33.0590	33.8786	34.6983	35.5179	36.3376	37.1572	37.9768	38.7965	39.6161
928	28.2674	29.1154	29.9634	30.8115	31.6595	32.5075	33.3555	34.2036	35.0516	35.8996	36.7476	37.5956	38.4437	39.2917	40.1397	40.9877
929	28.4670	29.3210	30.1750	31.0290	31.8830	32.7370	33.5910	34.4450	35.2990	36.1530	37.0071	37.8611	38.7151	39.5691	40.4231	41.2771
930	28.6914	29.5522	30.4129	31.2736	32.1344	32.9951	33.8559	34.7166	35.5773	36.4381	37.2988	38.1596	39.0203	39.8811	40.7418	41.6025
931	31.7339	32.6859	33.6379	34.5899	35.5419	36.4940	37.4460	38.3980	39.3500	40.3020	41.2540	42.2061	43.1581	44.1101	45.0621	46.0141
932	32.6815	33.6620	34.6424	35.6229	36.6033	37.5838	38.5642	39.5446	40.5251	41.5055	42.4860	43.4664	44.4469	45.4273	46.4078	47.3882

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

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Derek Peters, Vice President Human Resources


Lois Davis-Thomas, Service Representative


Sheila Khan-Monroe, Vice President Labor
Relations


Ricky L. Bailey, Chief Steward


John Patterson, Vice President Support Services

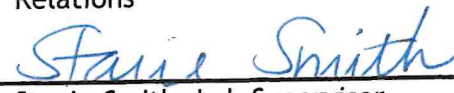

Heather Campbell



Glenda Cross, Director of Patient Care Services


Brenda Densmore

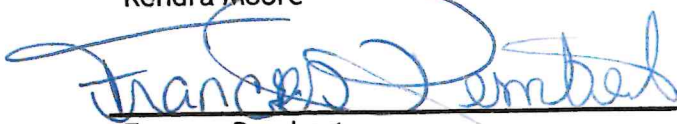

Ryan Stecovich, Human Resources - Employee
Relations


Frank Fuentes


Stacie Smith, Lab Supervisor


Charnell Hester


Kendra Moore


Frances Rembert

