

K# 440137

# SKILLED MAINTENANCE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MCLAREN REGIONAL MEDICAL CENTER  
LAPEER REGIONAL MEDICAL CENTER

AND

AFSCME COUNCIL 25 AND ITS SKILLED  
MAINTENANCE UNION, LOCAL 2818

May 4, 2010 through May 3, 2015



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## **PREAMBLE**

THIS AGREEMENT is made and entered into by and between McLaren Regional Medical Center and Lapeer Regional Medical Center (hereinafter referred to as "Employer") and AFSCME Council 25 and its Skilled Maintenance, Local 2818 (hereinafter referred to as the "Union").

The parties recognize that the success of the Employer and the job security of its employees depends upon the parties' success in providing and improving quality patient service to the general public, promoting harmonious relations between the management and employees of the Employer, and encouraging mutual confidence through collective bargaining. Also key to this goal are improving and promoting relations with patients, visitors, physicians, and all other Employer personnel; improving and promoting the most efficient and productive operation of the Employer facilities covered by this contract; establishing rates of pay, hours of work and employment conditions; and setting up procedures for the prompt, equitable adjustment of grievances. To these ends, the Employer and the Union encourage, to the fullest degree, collaborative relations between respective representatives at all levels.

NOW, THEREFORE, the parties hereto mutually agree to substantive Articles and Sections as follows:

## **ARTICLE 1 - RECOGNITION**

**Section A.** The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment; said bargaining unit to be comprised of:

1. All full-time, regular part-time and casual Skilled Maintenance employees employed by Lapeer Regional Medical Center in those job classifications listed in Section B, below, employed at existing facilities.

2. All full-time, regular part-time and casual Skilled Maintenance employees employed by McLaren Regional Medical Center, and in those job classifications listed in Section B, below, employed at existing facilities.
3. All full-time, regular part-time and casual Skilled Maintenance employees employed by McLaren Medical Group, Inc. in those job classifications listed in Section B, below, employed at existing facilities.

Excluded from the bargaining unit are all Technical employees, Non-Tech employees, professional employees, business office clerical employees, physicians, nurses, all employees represented by another labor organization, confidential employees, temporary employees, guards and supervisors as defined in the Act. Also excluded are employees at all other future facilities, including affiliations.

**Section B. Job Classifications.**

Boiler Operator  
HVAC Technician  
Senior HVAC Technician  
Biomedical Technician, certified  
Maintenance Mechanic  
Biomedical Technician, non-certified  
Painter  
Carpenter  
Plumber  
Electrician  
Senior Electrician  
Refrigeration Mechanic  
General Maintenance  
Senior Maintenance Mechanic  
Grounds Mechanic  
Senior Painter

**Section C.** Bargaining unit work transferred from an existing facility covered under this contract to another facility covered under this contract will remain bargaining unit work.

**Section D.** The Employer recognizes the Union's right to bargain as granted by the National Labor Relations Act (NLRA) of 1935 and agrees to proper notification

regarding policies as required by this Collective Bargaining Agreement.

**Section E.** The initial collective bargaining agreement and bargaining agreements between the parties has included McLaren Medical Management, Inc (now McLaren Medical Group - MMG), and MMG does not now and has not employed any employees in any classifications in the skilled maintenance bargaining unit represented by the Union. The parties recognize that negotiations for the current collective bargaining agreement has not included MMG. It is agreed that if and when McLaren Medical Group employs any employees in any classifications in the skilled maintenance bargaining unit represented by the Union, the Employer will notify and bargain with the Union regarding the application of the collective bargaining agreement to such employees.

**Section F.** Both the Employer and the Union recognize that there are unique and specific issues related to the separate business units covered by the Collective Bargaining Agreement. Both the Employer and Union believe such issues that arise after the negotiation process, during the duration of the Agreement, are best handled within the affected business unit. Issues pertaining to each business unit during the duration of the Agreement, will be addressed separately between the affected business unit and the bargaining unit employees of that business unit. The bargaining unit employees of the affected business unit shall have the right to vote separately with regards to these issues affecting the employees within the business unit. Issues affecting all employees of the bargaining unit will be addressed and voted on by the entire bargaining unit.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**Section A.** The Employer retains all the rights, power, functions, and authority which it had prior to the signing of this Agreement, including those with respect to wages, hours, and working conditions, except as those rights, powers, functions or authority are expressly and specifically abridged, modified, or limited by this

Agreement, and then only to the extent so specifically and expressly abridged, modified, or limited.

**Section B.** Except as otherwise specifically provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the Employer's sole right to manage its business of patient care efficiently, economically and compassionately, including the right to:

1. Decide the nature of services, and the quantity of services; the methods of providing services; the scheduling and routing to deliver services, the control and cost of services provided to patients, employees and employers; the materials and equipment to be used; and the discontinuance or revision of any method of providing patient care services.
2. Introduce new equipment or processes; change or eliminate existing equipment and processes, and institute technological changes; decide on the nature of materials, supplies, or equipment to be bought or used, vendor selection, and price to be paid.
3. Subcontract or purchase any or all work or processes, maintenance and repair work, office services, or the construction of new facilities and the improvement and/or renovation of existing facilities.
4. Determine the number, location, and types of facilities; discontinue temporarily or permanently, in whole or in part, any of the Employer's operations; sell or close facilities in whole or in part; move facilities operated by the Employer from one location to another; transfer work or any of the Employer's operations in whole or in part from one facility to another; merge, affiliate or enter into joint ventures with other entities.
5. Determine the size of the work force and increase or decrease its size; to hire, assign, and lay off employees; reduce the work week or the work day or to effect reductions in hours worked by combining layoffs

and reductions in the work week or the work day; contract for the services of temporary employees to perform temporary job assignments.

6. Permit persons in the employ of non MHCC entities to perform services within the facilities including persons employed by the manufacturer of equipment used in the Employer's facility to set up, construct, and service equipment on the floor and to perform work in connection with the installation or service of such equipment including education and training.
7. Direct the work force; assign work including destinations within MHCC subsidiaries; select team leaders and designate their duties; determine the number and composition of employees assigned to any operation and the number of operations assigned to any employee; establish new job classifications including duties; qualifications and wage rates therefore: modify duties, qualifications and wage rates of existing job classifications, designate as inactive job classifications no longer utilized.
8. Determine lunch, rest periods, clean-up and/or dress periods, times, determine the starting and quitting time and the number of hours to be worked; establish and revise work schedules, as business conditions and available work requires; and assign employees to work overtime.
9. Discipline and discharge; adopt, revise and enforce reasonable working rules; maintain order and efficiency in the facility; evaluate and determine the standards of performance both as to cost, quality and quantity; institute, revise and/or eliminate personnel policies (Union President will be notified at least seven (7) calendar days prior to effective date); create, revise or maintain Employee Committees or TQM/CQI Committees; test, investigate, and improve individual and unit productivity; and initiate and carry out cost and general improvement programs.

10. Transfer and promote employees on a temporary or permanent basis; select employees for promotion or transfer to supervisory or other positions outside the bargaining unit; give special training to selected employees.
11. Non bargaining unit employees shall continue to perform bargaining unit work as in the past; during emergencies; when unit employees are not immediately available due to absence, tardiness, leaves of absence, vacations, etc.; in the instruction and training of work methods or procedures; in the performance of job duties designated within their job classifications and/or job descriptions; to determine the extent of operational difficulties; to determine steps necessary to maintain patient care, in the performance of developmental work; and in the performance of instruction and/or orientation functions. Such work performance shall not result in the layoff or termination of employment of a seniority bargaining unit employee.

### **ARTICLE 3 - UNION SECURITY**

**Section A.** All full-time, regular part time and casual skilled maintenance employees in the bargaining unit as defined in Article I represented by the Union who have been employed by the Employer for at least thirty-one (31) calendar days and have completed his/her probation period as of the effective date of this Agreement or upon completion of his/her probation period, and all future bargaining unit skilled maintenance employees as defined in Article 1 upon completion of his/her probation period, shall join the Union by paying dues to the Union as required to be paid by all members of the Union.

**Section B.** In the event a bargaining unit employee fails to pay dues as required, he/she shall have his/her employment as a skilled maintenance employee terminated upon request of the Union to the Employer. No skilled maintenance

employee shall be terminated unless:

1. The Union has first notified him/her, in writing, to his/her address last known to the Union, concerning his/her dues delinquency and that if dues are not tendered within seven (7) days of the notice, the Union will report to the Employer for termination of employment as provided herein.
2. The Union furnishes the Employer with written proof that the foregoing procedure has been followed and the skilled maintenance employee remains delinquent, and the Union therefore, requests that he/she be discharged from employment in the bargaining unit.

**Section C. - Payroll Deduction of Union Dues.** Every employee in the bargaining unit and each skilled maintenance employee newly hired into the bargaining unit will be informed of their dues paying obligations defined above and the Employer will further provide all current and future employees appropriate forms setting forth the employee's authorization of payroll deduction of dues. Copies of such forms will be forwarded to the Union. Upon said authorization, the Employer shall deduct from the employee's earnings the dues and forward same to the Union on a monthly basis.

**Section D.** Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to financially support the Union as a condition of employment; provided, however, that such employee shall, as a condition of employment, in lieu of the payment of periodic dues and the uniform initiation fees to the Union, pay sums equal to such dues and initiation fees to any of the following non-religious charitable funds, which are exempt from taxation under Section 501 (c) (3) of the Title 26 of the Internal Revenue Code:

1. American Cancer Society
2. American Heart Association, Inc.
3. Kidney Foundation

Employees paying sums to the above-named charitable funds shall provide proof of such contribution to the Employer and the Union on a quarterly basis each

year no later than the 15<sup>th</sup> day of the months of January, April, July and October. Those employees conscientiously objecting to membership in or financial support of the Union must sign and submit a notice of intent to make charitable donations in lieu of dues and uniform initiation fees. Should the employee fail to comply with the provisions of this Section, the language in Section B shall apply.

It is further understood if such employee who holds conscientious objections to financially supporting labor organizations requests the Union to use the grievance/arbitration procedure on his/her behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure. It is expressly agreed that any such employee holding conscientious objections of financially supporting labor organizations who requests the Union to use the grievance/arbitration procedure on his/her behalf, shall be required to pay to the Union the reasonable costs of the arbitration proceedings in advance. The Union, prior to the inception of the grievance procedure, and also prior to the beginning of the arbitration procedure, shall advise the grievant in writing of the reasonable costs of using such procedure and shall have no obligation to proceed on behalf of the employee prior to receiving the full payment of such costs. Moreover, should the costs of the grievance/arbitration procedure exceed the Union's estimate of the reasonable costs, the employee shall thereafter be liable for any such difference.

**Section E. Hold Harmless.** The Union shall indemnify the Employer and hold it harmless against any loss or claims for damages, including all legal fees resulting from the payment to the Union of any sums deducted under this Article.

**Section F. Savings Clause.** In the event that any provision of this Article is found to be unlawful it shall not void any other provision of the agreement all of whose provisions shall remain in full force and effect. The parties shall agree on substitute language that will effectuate the purpose of the section to the fullest extent permitted by law. If the parties cannot agree on the appropriate language the matter shall be submitted to an arbitrator pursuant to the grievance procedure at the arbitrator step forthwith to render an expedited opinion on language.

#### **ARTICLE 4 - P.E.O.P.L.E. CHECKOFF**

P.E.O.P.L.E. stands for Public Employee's Organized for Political Legislative Equality, and is a fund separate from your union dues. The purpose of the fund is to be compliant within Federal Law, to raise money for political action and for Legislative Equality on both the State and Federal levels from AFSCME members.

The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deduction have been made and the amount deducted during the period covered by the remittance.

**Hold Harmless.** The Union shall indemnify the Employer and hold it harmless against any loss or claims for damages, including all legal fees resulting from the payment to the Union of any sums deducted under this Article.

#### **ARTICLE 5 - UNION REPRESENTATION**

**Section A.** The Employer recognizes the right of the Union to designate stewards and alternates as follows for the purpose of handling contract grievances, who shall be regular unit employees of the Employer with at least one (1) calendar year of service. The alternate may exercise the rights of a steward, set forth in this Article, only in the event the steward is absent from work.

**MRMC** - Two (2) stewards and one (1) alternative to cover all shifts.

**LRMC** - Two (2) stewards and one (1) alternative to cover all shifts.

**Section B.** The steward (alternate) may conduct grievance activities on the premises without loss of time or pay primarily, but not limited to, his/her regular

working hours. Such activities are limited to a total of two hundred and twenty five (225) hours per calendar year for both business units. If grievance representation is to occur during the steward's regular working hours, the steward must obtain permission from his/her immediate supervisor to leave his/her work assignment. Permission will not be unreasonably denied and will be granted without undue delay. Upon return, the steward must notify the supervisor. Exclusive of suspension or termination, the employee will continue to perform his/her assigned work until released to meet with the steward. Pay will be at the steward's straight time rate, and will not count toward overtime calculation.

**Section C.** The Employer will recognize an officer, steward or alternate when his/her name and position have been certified, in writing, by the Union to the Employer. The Employer will notify the Union of designated Human Resources and Labor Relations Representatives.

**Section D.** Neither the Union nor any of its officers or any steward shall assume supervisory authority or advise or direct employees to disregard the instructions of supervision.

**Section E.** It is agreed that Council 25 officials, in the administration of this contract, shall have access to non-patient care areas with permission and prior notice to the Employer. The Employer may limit Council 25 officials' access in patient care areas except where access is required due to the investigation of a grievance or a site visit in the presentation of an Arbitration. Access shall not be unreasonably denied and all requests shall be answered promptly.

**Section F.** The Employer will furnish the Union with names, job classifications, business units of newly hired employees and the names of terminated employees on a quarterly basis.

**Section G.** The Union President or a designated officer shall be allowed an opportunity to meet with new hire employees. Such time shall be made available

prior to, or after the new hire orientation meeting, or during the employees' lunch period on the orientation day. If time is not available on the day of orientation, or if the employees are transferring to bargaining unit positions, one hour of release time shall be provided to the union representative and new hire employees to meet and discuss union matters.

### **ARTICLE 6 - UNION ACCESS**

It is agreed that Council 25 officials, in the administration of this contract, shall have access to the main engineering offices located at McLaren Regional Medical Center and Lapeer Regional Medical Center, with permission and prior notice to the Employer. The Employer may limit Council 25 officials access in patient care areas except where access is required due to the investigation of a grievance or a site visit in the presentation of an Arbitration. Access shall not be unreasonably denied and all requests shall be answered promptly.

### **ARTICLE 7 - UNION OFFICES**

**Section A.** Office space, as designated by the Employer, will be made available for the purpose of conducting Union business at MRMC and LRMC. Desks, chairs, telephone lines and filing cabinets shall be provided by the Employer. Supplies and office expenses, such as, but not limited to, telephone service, faxes, copy paper, file folders will be borne by the Union. The office space may be shared between any AFSCME Locals which are certified as of the date of ratification of this agreement at each location. The office space at contract inception will be:

1. MRMC
2. LRMC

**Section B.** It is understood and agreed that the Employer has the right to relocate provided office space as future business and/or operational needs dictate. Unless an emergency occurs that prevents notice, it is agreed that the Union shall be given at least ninety (90) calendar days written notice of the Employer's decision to relocate the Union office(s).

## **ARTICLE 8 - UNION BULLETIN BOARDS**

**Section A.** The Employer agrees to furnish two (2) locked bulletin board (key to Union) in the department workrooms at MRMC and one (1) at LRMC. The President for Local Union 2818 Skilled Maintenance bargaining unit or his/her designee may send a reasonable number of messages via designated fax numbers to the members of the bargaining unit. The Employer will provide the Union President with designated fax numbers. The President or his/her designee will fax one (1) document to each designated number with a routing slip listing unit employees who will have access to the message.

**Section B.** All materials shall be signed, dated, and posted by the President of the Local Union 2818 Skilled Maintenance or his/her designee and concurrently provided to the subsidiaries Human Resources Department.

**Section C.** Notices on the bulletin boards shall be restricted to the following types:

1. Notices of Union recreational and social affairs.
2. Notices of Union elections, appointments and results of Union elections pertaining to employees within this unit.
3. Notices of Union meetings and educational classes.
4. AFSCME Advantage documents.
5. Government documents that the Employer is required by law to post.
6. Any other documents solely by mutual agreement.
7. Pending grievances by subject matter, grievance settlements or arbitration results.
8. AFSCME Council 25 or AFSCME Local 2818 Skilled Maintenance newsletter.

**Section D.** The Union agrees that it shall be responsible for the maintenance of Union bulletin boards and that it shall not post anything derogatory or detrimental to the Employer or materials of a political nature.

## **ARTICLE 9 - UNION OFFICERS/RELEASE TIME**

**Section A.** The President shall report daily to his/her regularly scheduled work assignments unless excused by prior approval of the Employer's Designee.

**Section B.** The President shall be released from his/her regular work assignments without loss of time or pay upon prior notice to the Employer's Designee when required for processing employee grievances, to address an issue of contract interpretation, attend scheduled meetings, or other Union business. Should the President be absent on approved leave, the Local Vice-President shall assume the aforementioned responsibilities.

## **ARTICLE 10 - DEFINITION OF EMPLOYEE**

**Section A. – Full Time.** Bargaining unit employees whose authorized hours equal at least seventy-two (72) hours per pay period in accordance with work schedules established by the Employer, shall be considered full time employees.

**Section B. – Part Time.** Bargaining unit employees whose authorized hours equal at least thirty-two (32) hours per pay period but less than full time as defined above, in accordance with work schedules established by the Employer, shall be considered to be part-time employees.

**Section C. – Casual/Relief.** Any employee not scheduled to work on a regular basis but is assigned or called to work as needed will be classified as a casual/relief employee. The casual/relief employee must be willing to work all shifts, weekends and holidays.

**Section D. – Temporary.** Employees who have been hired for a specified period of time, normally less than four (4) months but not to exceed six (6) months, shall be considered to be temporary employees. A temporary employee may be hired for a period of time beyond six (6) months by mutual agreement.

## **ARTICLE 11 - SENIORITY**

### **Section A. – Definition of Seniority.**

1. Bargaining Unit Seniority - the length of continuous service in the bargaining unit regardless of the classification in which served.
2. Classification Seniority - the length of continuous service in a classification within the bargaining unit

### **Section B. – Probationary Period.**

1. All new employees hired into bargaining unit positions shall serve a probationary period of 1040 work hours. No more than 80 hours per pay period will be credited toward satisfying the probationary requirements. During the probationary period the Employer shall assess skills, abilities and job performance. Probationary employees shall be employed at the will of the Employer, which means that the employment relationship may be terminated by either party, at any time, for any reason or no reason. A probationary employee laid off prior to completing the probationary period and returned to the same position in the bargaining unit within ninety (90) calendar days of the last day worked, shall have his/her prior work hours counted toward the completion of the probationary period.
2. Probationary employees shall be represented by the Union only for purposes of collective bargaining with respect to wages, hours and conditions of employment, and not for matters which involve discipline or employment termination, other than for Union activity.
3. A probationary employee shall have no seniority status until he/she has completed her/his probationary period. Upon completion of the probationary period, she/he will be credited with bargaining unit seniority from the date of hire/transfer into a bargaining unit classification and will be so entered on the seniority list.
4. Upon the signing of this Agreement, the Employer and the Union will initial an up-to-date seniority list showing name, job classification and date of hire/transfer. For MRMC only, bargaining unit seniority will be defined as an

employee's lifetime services hours. Employees entering the bargaining unit following ratification of this Agreement shall accrue bargaining unit seniority upon entry into a bargaining unit position at MRMC. Seniority shall accrue on all hours paid and Mutual Benefit Time (MBT) up to eighty (80) hours per pay. The seniority list for MRMC shall include bargaining unit seniority hours. The Employer shall post a copy of the seniority list within the department. Thereafter, a revised seniority list shall be posted in October and April of each calendar year. Any corrections in the seniority list must be requested in writing, within thirty (30) calendar days after posting, and if not so requested, the list shall become final at the end of such period. The Employer shall not be required to pay back pay by reason of the correction of an error on the seniority list. A roster of unit employee status changes will be provided to the unit President monthly.

5. Temporary and casual employees shall have no seniority. If hired on a permanent basis, said employee shall have his/her seniority calculated from his/her date of hire as a permanent employee upon successful completion of the Probationary Period.

#### **Section C. – Bridging.**

1. Any non-probationary bargaining unit employee who leaves the bargaining unit or the employ of the Employer, and is rehired into a bargaining unit position within six (6) calendar months from the date the employee separated from the bargaining unit or the employ of the Employer, shall retain his/her seniority date adjusted for the time spent outside the bargaining unit. Employees shall be allowed to return to the bargaining unit under this provision only once during the term of this Agreement.

#### **Section D. – Trial Period.**

1. Non-probationary employees transferring into a bargaining unit position or changing his/her job classification within the bargaining unit shall serve a 30 working day or 240 hour trial period, wherein the employee's performance and fit

- in the new position shall be evaluated by the Employer. The employee may voluntarily seek to vacate the position within 10 working days or 80 hours.
2. An employee who has not completed her/his new hire probation cannot bid on a posted position unless her/his Department Director/Manager provides written approval. If approval is given, and the probationary employee is selected, the employee must complete a trial period (30 working days or 240 hours) for the new position in addition to the new hire probation. Both the probationary and trial periods will run concurrently.
  3. The seniority date of an employee transferring into the bargaining unit shall be calculated from the date of transfer into the bargaining unit.
  4. If an employee is either deemed unsuccessful during the trial period as determined by the Employer, or decides to voluntarily vacate the position, then the employee will return to his/her previously held position, if available, if not available, the employee will have the opportunity to fill a position in the same job classification, then any position in the bargaining unit.

#### **Section E. – Loss of Seniority.**

A non-probationary bargaining unit member shall lose seniority and employment with the Employer shall cease for any of the following reasons:

1. Resigns or quits unless he/she is rehired within six (6) months.
2. Is discharged unless reversed through the grievance procedure.
3. Fails to report to work for three (3) consecutive scheduled work days and does not notify her/his supervisor with an excuse acceptable to the Employer within said three (3) day period.
4. Loses or otherwise does not maintain a license or certification required by the State, Federal or Local Government as part of the job classification requirements of the Employer.
5. Retires.
6. Does not return from a layoff on the date scheduled by the Employer.
7. Is on layoff for a period of two (2) years or length of seniority at time of layoff, whichever is less.

8. Does not return to work at the expiration of a leave of absence or fails to secure an extension from the Employer prior to the expiration of the leave.
9. Works at any other job during a granted period of leave of absence. This shall not include any job already held at the time the leave begins except that the employee cannot increase the terms of such employment during the leave period.
10. Is off due to illness or accident of any kind for a period of two (2) years or length of seniority at time of illness or accident, whichever is less.

## **ARTICLE 12 – LAYOFF AND RECALL**

### **Section A. – Purpose.**

To provide a consistent process for implementing layoffs in excess of thirty (30) consecutive calendar days and scheduled hours reductions in excess of thirty (30) consecutive calendar days.

### **Section B. – Application.**

Layoffs will be implemented according to the procedures described below. The provisions of this Article apply to all AFSCME Local 2818 Skilled Maintenance employees.

### **Section C. – Definitions.**

1. **Affected Employee:** A regular full-time or regular part-time seniority employee.
2. **Seniority Employee:** A regular full-time or regular part-time employee in a bargaining unit position who has completed 1040 lifetime bargaining unit hours.
3. **Bargaining Unit Seniority:** The length of continuous service in the bargaining unit regardless of the classification in which served. Bargaining unit seniority is based on date for LRMC and hours for MRMC as defined in Article 11 - Seniority.
4. **Classification Seniority:** The length of continuous service in a classification within the bargaining unit.

5. Indefinite Layoff: Layoff for a period of two (2) years or length of seniority at time of layoff, whichever is less.
6. Scheduled Hours Reduction: A decrease in the regularly scheduled hours of a regular full-time or regular part-time employee for a period in excess of thirty (30) consecutive calendar days.
7. Business Unit: The specific company of the Employer, either LRMC, MRMC, or MMG.

**Section D. – Procedure.**

1. Whenever the Employer determines a layoff or scheduled hours reduction is necessary for a specific business unit, the number of hours and/or positions and the specific classifications to be eliminated or affected in a business unit and whether to implement a layoff, hours reduction, or combination of both will be determined by the Employer.
2. The Employer will maintain separate lists for seniority regular full-time and seniority regular part-time employees based upon the individual's bargaining unit seniority which will be applied between employees at the affected business unit and affiliate as noted hereafter.
3. The determination of which employees will be affected will be made by the Employer in accordance with the provisions of this article. Affected employees will be identified from the employees in the affected positions and classifications in that department.
  - a. The Employer will first reduce the scheduled hours of and/or terminate the employment of temporary employees in the identified classification(s) in that business unit.
  - b. If there is further need to reduce staffing levels, the Employer will then reduce the scheduled hours of and/or terminate the employment of casual employees in the identified classification (s) in that business unit.
  - c. If there is further need to reduce staffing levels, the Employer will seek volunteers for layoff or reduction in hours, whichever is applicable, within the affected business unit and job classification. A seniority volunteer accepts

the layoff or reduction of hours until recalled per the provisions of this Article. If there is an excess of volunteers then selection will be by seniority (high to low). An employee who volunteers for layoff or reduction in hours does so for the balance of the layoff or reduction in hours.

- d. If there is further need to reduce staffing levels, the Employer will then reduce the hours of or terminate the employment, as the Employer deems appropriate, of those full-time and part-time employees in the identified classification(s) in that business unit who have not completed their new hire (1040 hours) probationary period. Part-time employees will be laid off or have hours reduced before full-time employees are so impacted.
- e. If there is further need to reduce staffing levels, the Employer will then reduce the hours of or layoff those full-time and part-time employees in the identified classification (s) in that business unit who have completed their new hire probationary period and who are able to perform the available work without necessity of additional training. Selection will be made in inverse (lowest to highest) order of bargaining unit seniority in the identified job classification in the business unit (refer to Section C – Definitions). In cases of employees with the same bargaining unit seniority the employee with the lowest numerical value of the last four digits of his/her social security number shall be deemed the most senior. Part-time employees will be laid off or have hours reduced before full-time employees are so impacted. Affected seniority employees (non-volunteers) will be assigned to an open position, if any, first in their business unit, then, if none are available, any available position in the bargaining unit, if the employee possesses the qualification required by the job and can perform the full scope of the new position with minimal orientation as defined by the Employer. If the employee chooses to not accept a comparable open position within the bargaining unit, he/she will be deemed a voluntary quit. If the employee refuses an open position which is not a comparable to the employee's formerly held position, the employee shall remain of layoff status. Employees who cannot accommodate required shift or schedule changes

will be laid off.

- f. For LRMC and MRMC employees, if no such assignment is available the following procedure will be used:
  - 1) Affected non-volunteer seniority employees can displace the lowest seniority employee in the same business unit, provided the displacing employee has sufficient seniority if the employee possesses the qualifications required by the job and can perform the full scope of the position with minimal orientation as defined by the Employer. All displacements will occur within the same business unit in which the affected employee is employed.
  - 2) If the affected non-volunteer seniority employee displaces another employee, as outlined above, she/he will assume the shift, schedule, and pay rate of the displaced employee.
  - 3) If the employee does not displace, the employee will be laid off for the duration of the reduction.
  - 4) A part-time employee cannot displace a full-time employee.
- g. During the term of this Agreement, the Union President and duly appointed stewards (not alternates) are granted super seniority status in their positions including shift within their affiliate, during their term in office only in the event of a layoff. If the elected official must be designated for layoff, the official can replace the least senior employee (bargaining unit seniority) in the affiliate in an equal or lower job grouping provided he/she is qualified and capable of performing the work within a minimum orientation period. The official must assume the shift, hours and wage rate, if lower, of the employee replaced.

**Section E. - Notification of Layoff or Scheduled Hours Reduction.**

1. Each affected employee will be informed by the Employer of her/his scheduled hours reduction or layoff. It is understood and agreed that remaining seniority full-time and regular part-time employees can have their work hours/schedules adjusted by the Employer to fulfill its patient care and business obligations.

Whenever possible, the Employer will provide to the Union President and all employees a minimum notice of seven (7) calendar days of the layoff, or of required regular schedule, shift or hours changes when applying this contract Article. Upon the request of the Union, a meeting shall be scheduled, within seventy-two (72) hours of the request, between the Union and the Employer representatives regarding the layoff or scheduled hours reduction. Employees affected by the layoff/reduction shall be notified following the meeting, but at least fourteen (14) calendar days before the layoff/reduction takes effect.

2. All affected employees are eligible to apply for other available positions for which they qualify in accordance with the provision of the Job Posting Article. Employees who are laid off for ninety (90) days or more are required to apply for other available positions for which they qualify, or the Employer will dispute any related claims for unemployment compensation.
3. Laid off employees who are unable to obtain other employment with the Employer will receive information regarding unemployment compensation and continuation of insurance coverages through COBRA (if applicable).

#### **Section F. - Pay At Termination.**

1. Affected employees will be paid through the last day of the notification period, regardless of whether all authorized hours are actually worked.
2. In the event the Employer provides prior notice of layoff, and allows an affected employee to work through that notice period, any time off taken by an employee after notice has been given that is not approved in advance in writing by the Employer will be without pay. Any paid time off shall not extend the effective date of layoff beyond the last day worked.
3. At the discretion of the Employer, pay in lieu of notice may be given to an employee being laid off.
4. Employees who are laid off will not be eligible to use any paid time off after the last day worked. Paid time off may not be used as pay in lieu of notice. Accrued, unused paid time off will be paid upon termination, in accordance with Article 35, Paid Time Off

5. Any eligible, affected employee whose Tuition Reimbursement application was approved prior to notification of layoff will be eligible for reimbursement for the approved class(es), in accordance with Article 34, Section B, at the benefit level to which she/he was entitled prior to layoff or scheduled hour reduction.
6. Laid off employees are not eligible for wage adjustments, benefit payouts, or benefit accruals after the date of notification of layoff except as stated above.
7. If the Employer determines to layoff bargaining unit employees and declares it to be an indefinite layoff, the Employer will provide the following layoff allowance:
  - a. Bargaining unit employees with 10 and up to 15 years of service shall receive two weeks of pay.
  - b. Bargaining unit employees 15 + years of service shall receive four weeks of pay.
8. Employees accepting the Employer's layoff allowance will relinquish all bumping and recall rights provided in this article.

**Section G. - Employees Not Affected By Scheduled Hours Reduction or Layoff.**

1. Whenever the Employer determines it is necessary to implement a scheduled hours reduction or layoff in a business unit, at the Employer's discretion, it may be necessary to modify the regular schedule or shift of any employee whose scheduled hours are not reduced, or who is not laid off, to allow the Employer to fulfill patient care and business obligations. Whenever possible, the Employer will provide a minimum notice of five (5) calendar days of required regular schedule or shift changes. Employees who cannot accommodate required shift or schedule changes will be laid off.

**Section H. - Recall From Layoff or Reduction in Hours.**

1. When the Employer determines to recall and/or reinstate reduced hours, employees will then be recalled to the classification, business unit and facility from which he/she was laid off or reduced in hours based upon highest to lowest bargaining unit seniority (inverse order of seniority) provided he/she has the skills necessary to perform the required work without training.

2. Employees who displaced other employees or filled vacancies may return to his/her formerly held position.
3. Full-time laid off employees will be recalled before part-time laid off employees.
4. Notice of recall will be made by certified mail return receipt requested to the employee's address on file with the Employer's Human Resources Department. It is the full responsibility of the employee to keep his/her telephone and current address with the employee's Human Resources Department. Upon notification of recall, employees will have three (3) business days to respond to the Human Resources Department. Failure to return to work as scheduled will be considered a voluntary quit and will result in termination of employment.
5. Laid off employees shall have the right to recall for a period of two (2) years, or the length of his/her bargaining unit seniority, whichever is less.

### **ARTICLE 13 - STRIKES AND LOCK OUTS**

**Section A.** During the life of this Agreement the Union and/or any bargaining unit employee represented by the Union and/or Local 2818 under this contract, shall not cause, authorize, sanction, condone, or take part in any strike, sympathy strike, sit-down, stay-in, slow-down, work stoppage, improper use of paid leave time associated with work stoppage, curtailment of work, improper unscheduled absences associated with work stoppage, restriction of work, or interference with the operations of the Employer of any kind for any reason, including picketing of any MHCC buildings, offices or premises because of a labor dispute with the Employer.

**Section B.** The Union agrees that they and their officers will take prompt affirmative action to prevent or stop unauthorized strikes, sympathy strikes, sit downs, stay-ins, slow-downs, work stoppages, curtailment of work, improper use of paid leave time associated with work stoppage, improper unscheduled absences associated with work stoppage, restriction of work, or interference with the operations of the Employer of any kind for any reason by notifying the employees covered under this contract, in writing, that it disavows these acts. The Employer shall have the right to discharge any or all employees who violate Section A or B of this Article. The

Grievance Procedure of this Agreement shall be available to any such employees only to contend that they had not participated or engaged in such prohibited conduct.

**Section C.** The Employer will not lock out any employee during the term of this Agreement.

**Section D.** The Employer reserves the right to seek injunctive relief and/or monetary damages in the event of violation of Section A or B above. The Union reserves the right to seek injunctive relief and/or monetary damages in the event of the violation of Section C above.

#### **ARTICLE 14 - CORRECTIVE ACTION**

**Section A.** The parties recognize the unique characteristics of the Employer and the importance of maintaining a high standard of conduct among all employees. If the Employer has just cause to formally discipline a seniority employee, it shall be done in an area away from other employees, patients, or the public.

1. The Union and the Employer recognize that if the employee is to be counseled, short of formal discipline, such counseling should not be done in front of other employees, patients or the public.

**Section B.** Corrective action has been established to provide progressive disciplinary guidelines when employees fail to meet the Employer's standards, policies, or procedures. Progressive discipline may be used with the intent of correcting inappropriate conduct which occurs while on the job, on MHCC property, or at Employer-sponsored employee events. Progressive discipline may also be used to correct job performance deficiencies.

**Section C. – Procedure.** The Employer will discipline employees for just cause. Progressive discipline may be issued at an appropriate level based on the circumstances surrounding the infraction, the nature and severity of the offense, the employee's past records and previous history of discipline. Generally, depending on

these factors, each infraction builds upon the last one committed and the employee progresses to the next step of corrective action with each succeeding offense. Discipline generally becomes more severe as violations continue to occur.

**Section D. - Progressive Discipline Steps.** The following steps represent the sequence of disciplinary action for most types of violations. When the nature of the violation warrants it, the sequence may be initiated at an advanced step up to and including termination:

- Step 1 Written Record of a Verbal Warning
- Step 2 Written Warning
- Step 3 Suspension
- Step 4 Termination

Although the nature of the program is progressive, major infractions may warrant immediate suspension or discharge. The Employer reserves the right in each particular case to determine whether progressive discipline will be used, at what level, or whether the infraction committed warrants immediate suspension or discharge.

**Section E.** It is recognized that the Employer has the authority to adopt and revise work rules, both minor and major, including policies related thereto and to enforce same.

**Section F.** The Employer will serve a copy of adopted or revised work rules and/or policies related thereto upon the Union and its Local President at least seven (7) calendar days prior to its effective date. The reasonableness/application of said work rule(s) may be grieved per the contract grievance procedure.

**Section G.**

1. The Employer will notify the Union President either in writing, via fax, e-mail or voice mail of a suspension or termination by the end of that shift, if possible, otherwise within forty-eight (48) hours of the suspension or termination. Failure to timely notify will in no manner adversely affect or impact the merit of

the suspension or termination.

2. The seniority employee will be given a copy of the discipline.

**Section H.** During an investigation, an employee shall have the right to request to have his/her steward present if the employee reasonably believes that his/her statement may lead to disciplinary action. If such request is made, then before an employee is required to make any statements pertaining to his/her possible misconduct, the employee shall have the opportunity to discuss the matter first with his/her steward.

**Section I.** In taking disciplinary action, the Employer shall not take into account any incidents which occurred more than two (2) years previously from the date of the current incident but can review an employee's entire work history to assist in assessing the potential mitigation of penalty at the termination step. Any period in which the employee is on an approved leave of absence or other similar break in service does not count as service time for purposes of defining the time period during which corrective actions remain active.

**Section J.** All disciplinary action shall be subject to the grievance procedure; however, verbal or written warnings shall not be subject to arbitration.

## **ARTICLE 15 - NON-DISCRIMINATION**

The provisions of this Agreement shall be applied by the Employer and the Union in a manner that does not violate the civil rights of employees under state and federal law, and without regard to membership in or association with the activities of any employee organization.

## **ARTICLE 16 – EVALUATIONS**

**Section A.** All performance appraisals will be presented to and discussed with the employee directly by their Department Director/Manager or designee or designee of their respective units.

**Section B.** Employees shall acknowledge such evaluations by signature; however, such signatures will imply neither agreement or disagreement with the evaluation. Upon request, a copy of such evaluations shall be given to the employee at the time the evaluations are made. The employee may include up to a five (5) page response, which response does not constitute a grievance to be processed per the contract Grievance Procedure.

## **ARTICLE 17 - PERSONNEL FILE**

The employer will maintain a personnel file for each employee. The personnel file will be located in the employee's respective Human Resources Department. There will be only one personnel file for each employee.

**Section A. - Employee Right to File.** The employee will have the right, upon written request, to review his/her own personnel file. Such review will be scheduled and occur within fifteen (15) business days from the date of the request. A member of the Human Resources office staff must be present when the employee reviews said file and the employee may be accompanied by the President or designated officer if he/she desires.

At the employee's request, the Employer will reproduce any materials in his/her personnel file for the exclusive use of the employee. The employee shall reimburse the Employer for the copies at the prevailing cost of duplication.

The employee will have the right to add to his/her personnel file materials which attest to his/her proficiency and experience. Such materials shall testify to the successful completion of any course, seminar, or other program that increases or broadens the employee's qualifications for any employer position.

In no event shall an employee's medical files or grievance forms and/or decisions regarding such grievance forms be contained in their personnel file.

**Section B. - Employee Notification.** If an employee disagrees with information

contained in the personnel file the employee may submit a written statement explaining his/her position which will become a part of the file for the same period of time as the disputed material. Such statement shall be consistent with the requirements of MCLA 423.505 (currently a maximum of 5 pages).

**Section C. - Non-Job Related Information.** Information not related to the employment relationship shall not be placed in an employee's personnel file without the employee's consent.

### **ARTICLE 18 - GRIEVANCE PROCEDURE**

**Section A.** A grievance is a claim by an employee in the bargaining unit, or by a group of such employees, that there has been a violation of a provision of this Agreement. If any such grievance arises during the term of this Agreement, such grievance shall be submitted to the following grievance procedure.

**Section B.** It is the intent of the parties that the procedure set forth herein shall serve as the means for the peaceful settlement of all disputes that may arise between them concerning the interpretation or application of the Agreement, (without any interference with normal operations of the Employer). Employees, the Union and the Employer are required to follow and use this procedure in case they have any grievance concerning the interpretation or application of this Agreement, including any written amendments hereof or supplements hereto.

**Section C.** Any individual employee shall have the right to file and present a grievance in accordance with the law. A designated employee representative of Skilled Maintenance has the right to be in attendance at any meeting regarding such a grievance. However, the employee may specifically request in writing that said representative not participate in Step 1 of the grievance procedure. Further, an employee shall have the right to settle or withdraw his/her grievance but without prejudice through Step 2 of the grievance procedure without need of Union approval.

**Section D.** No settlement of a grievance shall be made which is inconsistent with any of the provisions of this Agreement. The Union and the Employer shall not be bound by any precedent in the settlement of any individual grievance unless the Union and the Employer have expressly agreed to such settlement.

**Section E.**

**Step One:** An employee or group of employees must present his/her/their grievance to his/her/their designated supervisor/Department Director/Manager within five (5) working days of the time an employee knew or should reasonably have known of the alleged contract violations. The grievance must be submitted on a grievance form provided by the Union. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify the provisions of this Agreement alleged to be violated by appropriate reference, shall indicate the relief requested, and shall be signed by the employee or the designated employee representative of the bargaining unit. The Department Director/Manager or designee, whichever is applicable, shall provide the employee, and the designated employee representative of the bargaining unit, an answer in writing no later than ten (10) working days after receipt of the written grievance. Settlements reached at Step One are non-precedent setting.

**Step Two:** If the grievance is not resolved in Step One, the employee shall, within five (5) working days after receipt of the answer in Step One, appeal the grievance to the Human Resources Department. The appeal shall be in writing and signed by the Grievant and the Union Steward or President, and it shall specify the basis of the appeal. Within ten (10) working days after receipt of the appeal, a Human Resources Representative will meet with the Grievant, the President or his/her designee, and a Council 25 representative providing said representative elects to attend. A Human Resources Representative shall tender his/her decision to the employee and designated employee representative of the bargaining unit in writing within ten (10) working days thereafter. Multiple grievances involving an identical issue may be considered

together at Step Two by mutual agreement of the parties.

**Step Three:** If the grievance is not resolved at Step Two, the Union shall, within ten (10) working days after receipt of the Step Two answer, file an appeal with the appropriate Human Resources Department to submit the matter to arbitration. The Arbitrator will be selected from the following panel during the term of this Agreement: Mario Chiesa, Paul Glendon, Mark Glazer and Ann Patton. The initial rotation order of the panel will be determined by lot. Thereafter, arbitrators will be selected according to that rotation order. The written grievance shall then be arbitrated by the arbitrator in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Either party may remove an arbitrator's name from the list with a written notice to the other party at least ten (10) calendar days prior to the date of removal; however, only one arbitrator may be removed by each party during any calendar year. Selection of new arbitrators will be by mutual agreement of the parties.

**Section F.** Either party can request to meet in a pre-arbitration meeting in an attempt to resolve the matter prior to the date of hearing. The meeting would be scheduled at least forty (40) days prior to the Arbitration hearing and would be conducted solely between a Council 25 Representative, the Corporate Director of Labor Relations or his/her designee, the President or his/her designee, and a Human Resources Representative.

**Section G. - Powers of the Arbitrator.** The Arbitrator shall be empowered, except as his/her powers are limited below to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/she shall have no power to establish wage scales or change any base wage rate, or rule or decide questions of health and safety or relative to any Retirement Plan, or supplements hereto/or to specify

the terms of a new agreement. The Arbitrator shall not have jurisdiction to modify any written amendments hereof or supplements hereto, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto or to exercise any of their functions or responsibilities. If the grievance concerns matters not so within the jurisdiction of arbitration, it shall be returned to the parties without decision.

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

**Section H.** There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Union, its members, the employee or employees involved, and the Employer, unless rendered outside the scope of his/her authority.

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

**Section J.** The expenses of the Arbitrator will be shared equally between the parties. Each party will pay the expenses of their representatives, witnesses and attendees, and such other expenses as that party may incur. Actual lost hours spent at that arbitration hearing which would otherwise be the employees work time shall be considered hours worked for the purpose of computing any seniority and benefits under the agreement.

**Section K.** All grievances must be filed in writing within five (5) working days from the date the alleged violation occurred, or will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the moving party within the time limit in that Step shall be deemed abandoned. If the non-moving party does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next step

of the grievance procedure. Time limits may be mutually extended by the Employer and the Union in writing.

**Section L.** No financial claim made by or on behalf of any employee shall be valid for any period of time more than five (5) working days prior to its presentation at Step One of the written grievance procedure. Financial claims for a disputed pay check will be considered for the pay period immediately preceding the date of the Step One grievance. This section shall not apply to recalls from layoff not in compliance with this Agreement.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at her regular rate, less any unemployment or other compensation that she may have received from any source during the period of back pay except earnings that would have otherwise been earned. (e.g. second job already held by Grievant at time of discipline and then credited to the hours and rate of pay held at time of discipline).
2. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

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

**Section N.** Any agreement reached between the Employer and Union representative(s) is binding on all employees affected and cannot be changed by any individual.

**Section O.** For purposes of this Article, working days shall be Monday through

Friday, exclusive of contract holidays.

**Section P.** An employee whose grievance shall have been processed in a timely fashion and who shall have taken a timely appeal, under the Internal Appeal provisions of the Constitution of Council 25 of the Union, from a decision of the Union not to process the grievance further and who shall have simultaneously notified the Employer, in writing of such appeal, may have his/her grievance reinstated if such appeal shall result in a decision in his/her favor; provided, however, the Employer shall have no liability for any back pay or benefits for the period of time between the Union's decision not to process the grievance further through the completion of the appeal. The Union shall notify the Employer promptly should they decide to reinstate the grievance.

**Section Q.** Neither the Employer nor the Union will discriminate against, intimidate, restrain or coerce any employee because of or with respect to his/her participation in the grievance procedure.

**Section R.** The Employer will provide an area where the Grievant, and his/her representative and/or the Council 25 Representative per Step Two can discuss grievances in private.

**Section S.** All disciplinary action shall be subject to the grievance procedure, with the exception of verbal or written warnings, which are not arbitrable.

**Section T.** The Employer shall have the right to file a grievance at the Step Two level by filing same with the Council 25 Representative and to thereafter process the grievance to Step Three arbitration if necessary. Any such grievance filed by will be subject to the timelines of the Article.

## **ARTICLE 19 - SPECIAL CONFERENCES**

**Section A.** Special Conferences may be scheduled by mutual agreement of both parties. The time, date and place will be mutually set, the request will be in writing directed to either the Local President or the Employer's Director of Human Resources or designee.

**Section B.** The written request will set forth an agenda regarding matters of mutual interest. Neither party is required to agree to any proposal of the other. Grievances will not be a proper subject to such conferences.

**Section C.** The conference will last no longer than two (2) hours, unless mutually extended. Participants shall include the following:

1. Outside Union officials plus three (3) Skilled Maintenance employees.
2. An equal number of Employer representatives.

## **ARTICLE 20 - JOB POSTING AND BIDDING**

**Section A.** Whenever the Employer determines a vacancy exists in a bargaining unit job classification, and further determines to fill the vacancy, the Employer's Human Resources Department shall post a notice of the vacancy simultaneously at all locations in the bargaining unit for seven (7) calendar days. The notice of job posting shall contain, at least: job title, general summary, requirements (including necessary licensure, certification and/or registration, where applicable), base hourly rate, shift, location, posting date and date of expiration of posting period.

**Section B.** During the job posting period, all bargaining unit employees who meet the minimum qualifications of the job may apply for a posted position by submitting a written request with the Human Resources Department during the posting period. Employees will not be considered for any vacancy unless the employee will be available for work in the position on the date the position is scheduled to be filled, or within a reasonable period of time thereafter, dependent upon circumstances.

**Section C.** The Employer shall award job vacancies in the following order:

- (1) the most qualified non-probationary bargaining unit employee within the department in the Business Unit;
- (2) the most qualified non-probationary bargaining unit employee within the Business Unit;
- (3) the most qualified non-probationary bargaining unit employee in the bargaining unit;

When the qualifications of bidders are equal, the position shall be awarded based on bargaining unit seniority. If there are no qualified, non-probationary bargaining unit employees who bid on the position, probationary employees may be considered. Qualified employees who bid on a position, and are denied the position, shall have recourse through the grievance procedure.

**Section D.** Positions will be awarded within thirty (30) calendar days of the position closing date, if there are qualified bargaining unit candidates. Bargaining unit employees who are awarded a position shall be placed in the position within fourteen (14) calendar days of the date of the award. In the event a bargaining unit employee cannot be placed in the position within the time required herein, the employee shall be paid any increased base hourly rate starting at the beginning of the next pay period.

## **ARTICLE 21 - TEMPORARY ASSIGNMENTS**

### **Section A.**

1. No employee shall be assigned duties and responsibilities normally considered commensurate with a classification higher than that which the employee holds, except in the event of a stated emergency or temporary absence of other employees and where reassignment of duties is necessary to maintain department operations. Stated emergencies shall be defined as those situations which could not be anticipated or planned for in the normal course of department operations.

2. In the event of such an assignment, selection of the employee to be assigned shall be made in the following order: (a) the most qualified non-probationary bargaining unit employee within the business unit; (b) the most qualified non-probationary employee in the bargaining unit. When the qualifications of bargaining unit members are equal, the position shall be awarded based on bargaining unit seniority. If there are no qualified, non-probationary bargaining unit employees who bid on the position, probationary employees may be considered.

**Section B.** Temporary assignment of an employee to a job classification in the same or lower pay grade will be without change in pay to the transferred employee. Temporary assignment of an employee to a job classification in a higher pay grade will result in a temporary increase equal to one-half the percentage difference of the midpoints (between the temporary assignment and the regular assignment) rounded to the next step in the pay grade of the temporary job classification.

## **ARTICLE 22 - HOURS OF WORK**

### **Section A.**

1. **Work Week and Pay Period Definition:**

The work week will consist of seven (7) calendar days starting on Sunday of each week. A pay period shall consist of two (2) consecutive work weeks.

2. **Shift Definition:**

Employees who work their shift hours at all sites between 3:00 p.m. and 11:30 p.m. will be considered Second Shift; employees who work their shift hours between 11:00 p.m. and 7:30 a.m. will be considered Third Shift. All other shifts shall be considered First Shift.

### **Section B.**

1. **Rest Periods:**

A paid fifteen minute rest period will be scheduled for employees working in

excess of a four (4) hour shift. Normally, employees will be allowed one (1) fifteen minute rest period during the first half of his/her shift and one (1) fifteen minute rest period during the second half of his/her shift. Rest periods cannot be combined together or in conjunction with a lunch period or used at the beginning or the end of a shift unless agreed between the employee and the immediate supervisor.

2. **Meal Period:**

Employees shall be scheduled for an unpaid thirty (30) minute meal period, normally in the middle of their shift, for all employees scheduled for seven (7) hours or more in a work day. However, if an employee is required to work and cannot take thirty (30) minutes of duty free lunch, the meal period will be considered as hours worked unless commensurate time-off is granted by the end of that shift.

**Section C.** Rest Periods and Meal Periods should be taken away from the employee's work station and in an appropriate location.

## **ARTICLE 23 - OVERTIME**

### **Section A. - General.**

1. Overtime premium shall be calculated based on hours worked. For purposes of calculating overtime premium, holiday pay will be included as hours worked.
2. Overtime is calculated at 1.5 times the hourly rate for all hours worked in excess of 40 hours in a work week for those employees on a 7/40 pay schedule, and for all hours worked in excess of 8 hours in a day or 80 hours in a 14-day period for those employees on an 8/80 pay schedule.

### **Section B. - Voluntary Overtime – By Site.**

1. Voluntary overtime hours will be offered to an employee, within the same job

classification, within the unit/cost center, based on seniority, highest to lowest, on a rotational basis. If there are an insufficient number of volunteers, voluntary overtime will be then offered, within the unit/cost center, to an employee within the same pay grade or higher pay grade than the identified job classification, provided the employee meets the minimum requirements, prior to mandating overtime.

2. An employee currently working on a job assignment which carries over up to 4 hours into the next shift, shall be permitted to complete the job assignment without utilization of the overtime list.
3. If all employees are needed, the assignment shall be deemed mandatory overtime.
4. An employee who declines the overtime, is unable to be contacted, or is currently on duty will be credited as having taken his/her overtime turn.

**Section C. - Mandatory Overtime.**

- a. Where there are insufficient or no volunteers, if relief is needed an employee on duty must remain on duty until a relief is identified and arrives, provided the employee meets the minimum requirements. This will be determined based on seniority, lowest to highest, on a rotational basis.
- b. Where there are insufficient or no volunteers, overtime will be mandated on a seniority basis, low to high, on a rotational basis.

**Section D. - Special Projects.**

1. Special projects designated to be performed in-house will be assigned to employees in the needed classification(s), in seniority order (high to low) on a rotational basis, regardless of shift assignment.
2. The Employer will make every effort, if practical, to provide at least two (2) weeks notice of the special project.

## **ARTICLE 24 – CALL IN PAY**

**Section A. - Payment.** Regular full-time and regular part-time employees called into work outside of his/her normally scheduled hours with less than two (2) hours notice will be paid at one and one-half (1½) times their base hourly rate for all called-in hours, with a minimum of two (2) hours pay.

**Section B. - Notice.** The employee must report as soon as possible but not to exceed forty-five (45) minutes from notification, unless other arrangements are made. An employee failing to timely report forfeits the call-in pay.

## **ARTICLE 25 - LEAD PAY/WORKING ALONE**

### **Section A. - Lead Pay.**

Bargaining unit members assigned lead responsibilities, at the Employer's discretion, shall receive an additional \$.75 per hour at MRMC and LRMC.

**Section B. - Working Alone.** Bargaining unit members working alone shall receive an additional \$.75 per hour at MRMC and \$.25 per hour at LRMC. The term "working alone" shall refer to instances when a bargaining unit member is charged with the responsibility of care of a building and there are no other qualified bargaining unit members scheduled or maintenance department management present in that building.

## **ARTICLE 26 - SHIFT DIFFERENTIAL**

### **Section A. – Eligibility:**

All hourly employees are eligible for shift differential pay.

### **Section B. – Policy Statement:**

The Employer provides additional compensation to employees who work on the second or third shifts or who work at least four (4) continuous hours during the times

designated as the second or third shift.

**Section C. – Guidelines:**

1. Shift hours are defined as:

First shift: 7:00 a.m. to 3:30 p.m.

Second shift: 3:00 p.m. to 11:30 p.m.

Third shift: 11:00 p.m. to 7:30 a.m.

2. Shift differential is paid for hours worked between 3:00 p.m. and 7:30 a.m.

3. In order to receive second shift differential, the eligible employee must work at least four (4) continuous hours between the hours of 3:00 p.m. and 11:30 p.m.

4. In order to receive third shift differential, the eligible employee must work at least four (4) continuous hours between the hours of 11:00 p.m. and 7:30 a.m.

**Section D. - Differential:**

Each affiliate will pay shift differential for the life of the contract as follows:

1. MRMC – Second shift – 7.25%

Third shift – 8.25%

1. LRMC

Pay Grade	Midpoint	2 <sup>nd</sup> shift 7.25%	3 <sup>rd</sup> shift 8.25%
SM 4	14.78	1.07	1.22
SM 5	15.67	1.14	1.29
SM 6	16.61	1.20	1.37
SM 7	17.77	1.29	1.47
SM 10	21.76	1.58	1.80

When LRMC has implemented technology that allows them to calculate shift differential on a percentage basis, they will begin to pay such as follows:

Second Shift -7.25%

Third Shift -8.25%

## ARTICLE 27 - ON-CALL

**Section A.** To provide a method for compensating bargaining unit employees who are required to be available to work hours other than those regularly scheduled, the Employer recognizes on-call pay.

**Section B. – On-Call Pay.** On-Call shall be by the needed job classification within the unit and by site location (MRMC and LRMC). Utilization of such stand-by employees shall first be by volunteers, based on seniority, highest to lowest, on a rotational basis. The Union acknowledges the need of the Employer to have an on-call system. Therefore, the Union agrees to support the volunteer system for on-call scheduling without significant change in the level of volunteerism over the life of the Collective Bargaining Agreement. In recognized emergency circumstances and special situations (e.g., new equipment installation or problematic equipment for a pre-determined amount of time), if there is an insufficient number of volunteers to cover on-call requirements, then on-call will be by seniority in the needed job classification, lowest to highest, on a rotational basis.

If the Department Director/Manager or designee assigns the employee to be on-call for a predetermined length of time, the employee will be paid for all hours scheduled for that duty pursuant to the rates specified below. The time worked once the employee is called in does not count as on-call time.

### **Rates**

Stand-by duty pay at LRMC is \$2.75 per hour; stand-by duty pay at MRMC is \$4.00 per hour.

**Section C.** On-call pay is not considered pay for time worked and will not be included in calculations used to establish overtime compensation; nor shall such hours count as service hours.

**Section D. – Response Time.** When on-call, the employee must be available by

phone or pager, to report to the unit ready to assume an assignment as soon as possible but not to exceed forty-five (45) minutes from notification, unless other arrangements are made. An employee failing to remain on contact status or who does not report when contacted, forfeits the on-call pay.

## **ARTICLE 28 - WORK SCHEDULES**

**Section A.** Work schedules will be posted in each business unit two (2) weeks in advance to cover a minimum scheduling period of four (4) calendar weeks.

**Section B.** A non-probationary full-time or part-time bargaining unit employee will be given no less than five (5) calendar days notice before changing his/her scheduled shift or scheduled hours. The restriction does not apply to daily staff adjustment or to changes in shift or scheduled hours lasting five (5) work days or less.

**Section C.** Before changing an employee's scheduled shift or scheduled hours, the Employer will first seek volunteers from employees within the job classification on the affected shift and in the affected business unit. If there are no volunteers or an insufficient number of volunteers, then reassignment will occur by inverse seniority. Such a modification will remain in effect for a minimum of thirty (30) days unless mutually agreed upon between the Employer and the affected employee.

**Section D.** Altering a scheduled shift or scheduled hours, which accommodates an Employer approved education commitment, will be delayed until the end of the affected semester, term or course.

## **ARTICLE 29 - VACATION SCHEDULING**

**Section A. - Purpose:** Due to staffing requirements and in an effort to establish a fair distribution of vacation time and to maintain proper staffing, the following procedure will be used.

## **Section B. - Procedure:**

1. General
  - a. Preference for vacation dates will be honored whenever possible.  
However, all vacation requests are subject to department work load.
  - b. Vacation requests that are submitted beyond the guidelines will be approved or disapproved by the Department Director/Manager or designee upon the following guidelines.
  - c. Schedule of holidays worked. Employees scheduled to work a holiday within an approved vacation period must provide work coverage for that scheduled holiday.
  - d. Vacation requests will not be accepted for more than six (6) months in advance.
  
2. Prime time vacation request.
  - a. Prime time will be the months of June, July, August, and November 15<sup>th</sup> through January 15<sup>th</sup>.
  - b. Request for June, July, and August must be made prior to April 1<sup>st</sup> and shall be returned with disposition on or before April 30<sup>th</sup>.
  - c. Request for November 15<sup>th</sup> through January 15<sup>th</sup> must be made prior to September 15<sup>th</sup> and shall be returned with disposition on or before October 1<sup>st</sup>.
  - d. Request turned in before deadline will be approved by bargaining unit seniority. All else being equal, it will be based on hire in date.
  - e. Requests turned in after the deadline will be on a first come first serve basis, if staffing permits.
  - f. Vacation will be given in blocks not to exceed 10 paid days. More than one block of vacation may be available in prime time.
  - g. Prime time vacations that run into non-prime time will be considered all prime time.

3. Non-prime time vacation.
  - a. Non-prime time will be the months of January 16<sup>th</sup> through January 31<sup>st</sup>, February, March, April, May, September, October, and November 1<sup>st</sup> through November 14<sup>th</sup>.
  - b. All paid vacation accumulated may be taken at any one time, during non-prime time if staffing permits.

Non-prime time will be approved or disapproved on a first-come – first serve basis. Requests will be returned back to employees no later than two weeks prior to the time requested. Special conditions will be addressed accordingly.

**Section C. - Lapeer Regional Medical Center (LRMC):** The procedure in effect at LRMC on the date of ratification will be maintained.

### **ARTICLE 30 - LEAVES OF ABSENCE**

#### **Section A. – Purpose:**

To enable an employee to receive unpaid time off from work when it is necessary due to medical, family, personal, military, or educational reasons.

#### **Section B. – Eligibility:**

**FMLA:** Must have at least twelve (12) consecutive months of service, and also must have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the start of the leave, or as prescribed by applicable federal law or otherwise in accordance with the Family and Medical Leave Act (“FMLA”) and the regulations there under, as amended.

**Military:** In accordance with applicable law.

**Medical and New Child Care/Adoption (Non-FMLA):** Full-time regular and part-time regular employees with at least one thousand forty (1,040) service hours.

**Personal and Educational:** Full-time regular and part-time regular employees with at least two thousand eighty (2,080) service hours.

### **Section C. – Policy Statement:**

1. At times it may be necessary for an eligible employee to be absent from work for an extended period. The Employer recognizes this and makes provision for leave of absence.
2. If an employee will be absent from work more than three (3) consecutive calendar days for FMLA reasons, or for more than seven (7) consecutive calendar days for non-FMLA reasons, a leave of absence must be requested. It is required that the employee provide notice to the Employer for any leave unless emergency circumstances dictate otherwise. Employees are required to keep the Employer aware of the expected duration of the leave and provide the necessary documentation to support their need for a leave of absence.

### **Section D. – Requesting A Leave of Absence:**

1. If an eligible employee will be absent from work more than three (3) consecutive calendar days for reasons covered under FMLA, an FMLA leave of absence must be requested. If an eligible employee will be absent from work for more than seven (7) consecutive calendar days for reasons not covered by FMLA, a leave of absence must be requested. Employees who are absent from work for more than seven (7) consecutive calendar days and either are not eligible for any type of leave of absence, have exhausted all available leave time for which they are eligible, or whose leave of absence request is denied will be terminated.
2. Eligible employees must complete the Request for Leave form no less than thirty (30) days prior to the expected commencement of the leave of absence, if foreseeable. If the leave is not foreseeable, the employee must make a request for leave within seven (7) days of the commencement of the leave. When requesting a FMLA or Health leave, employees are required to have their physician complete and return a Health Certification to the Human Resources Department.
3. When a leave due to a serious health condition (either the employee's or a family member's) is foreseeable based on planned medical treatment, the

employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations. This schedule is subject to the approval of the health care provider.

4. Completed Health and FMLA leave requests and Health Certification forms must be returned directly to Human Resources – not the employee's supervisor or department. The Human Resources Department will review the request and notify the employee and the department of the approval status.
5. Completed requests for Personal, New Child/Adoption, Educational, or Military leave must be submitted directly to the employee's Department Director/Manager. After the Department Director/Manager has reviewed the request and provided tentative approval, the Department Director/Manager will forward all original leave-related documents to Human Resources. The Human Resources Department will review the request and notify the employee and the department of the approval status.

#### **Section E. – Returning to Work From An Approved Leave of Absence:**

##### **1. Employee's Health Condition**

- a. When a MRMC employee is returning to work from a Health or FMLA (employee's own medical condition) leave the employee must make an appointment with and be seen by Employee Health prior to their expected return to work date. MRMC may delay the return to work until such fitness for duty is provided and has been cleared by Employee Health.
- b. When an employee arrives for their Employee Health appointment they must provide a physician's certification confirming the employee's fitness to return to work. Upon review and approval the Employee Health Department will provide the employee with return to work documentation. The employee is responsible for submitting the return to work paperwork to his/her supervisor and Human Resources.
- c. Employees at other affiliates covered by this contract are required to provide medical documentation from their physician clearing them to return to work to their respective Human Resources Department.

## 2. **Returning To Work With Restrictions**

- a. All employees returning to work with restrictions may be required to be evaluated by Employee Health or Occupational Health. Providing the Employer can accommodate the restrictions, an employee may return to work with restrictions if the restriction is medically necessary. The Employer must be provided with an approved medical documentation from the employee's physician.
- b. An employee may return to work with restrictions if approved by Employee Health Services or Occupational Health and the employee's department. If granted, a return to work with restrictions will be for a maximum duration of sixty (60) calendar days or the time frame indicated by the employee's physician, whichever is less, except where the restrictions are for a disability protected by the Americans with Disabilities Act (ADA) or other applicable law. If an extension is needed, it must be requested (with medical documentation) seven (7) calendar days prior to the end of the approved time frame. Such requests will be considered by the Employer.
- c. If a bargaining unit employee requires restricted work duties as a result of injury or illness acknowledged by the employer to be work related, the employee will have up to six (6) months of restricted work available provided the employer can accommodate the restrictions, except where the restrictions are for a disability protected by the Americans with Disabilities Act (ADA) or other applicable law.
- d. If the Employer cannot accommodate the employee's restrictions, or if the employee is not able to perform the essential functions of his/her position with or without accommodation, the employee will be returned to leave status, if eligible, or placed on temporary layoff status (if ineligible for additional leave time) until such time that the employee can return to work without restrictions.

**Section F. – Employment Status Upon Return from Leave of Absence.**

1. If an employee returns to work within twelve (12) weeks of the start of an approved FMLA leave, the Employer will return the employee to an equivalent classification. If the employee's leave of absence is longer than twelve (12) weeks the employee will be eligible to apply for other vacant positions.
2. Employees on a non-FMLA leave are not guaranteed return to the same or equivalent position. If an employee returning to work is unable to obtain a position within fourteen (14) calendar days from the end of a non-FMLA leave the employee will be placed in layoff status.
3. For MRMC employees, the first twelve (12) weeks of a leave due to work related illness or injury will be considered a non-FMLA medical leave and will not count toward the exhaustion of FMLA time. After (12) weeks of a non-FMLA medical leave due to work related illness or injury, FMLA leave will begin and run concurrent.
4. If a bargaining unit employee has ten (10) or more years of service and is on an approved non-FMLA health leave as a result of an injury or illness acknowledged by the employer to be work related the employee will be assured, for a period of up to twelve (12) weeks, return to a job in the same classification and status as held prior to said leave.
5. If, after returning from a leave of absence, an employee must request another leave of absence within thirty (30) days for the same reason, all time will be considered one leave.

**Section G. – Reporting In While On Leave of Absence.**

If an employee takes a leave because of their own serious health condition or care for a covered family member, the Human Resources Department and supervisor must be kept informed by written communication of the status of the leave and intention to return to work whenever there is a change from what has been approved.

### **Section H. – Extending or Changing An Approved Leave of Absence.**

A request to extend or change an approved leave to another type of leave must be submitted to the Human Resources Department in writing no later than the expiration date of the approved leave and is subject to approval by the Human Resources Department. Medical certification must be submitted at the time of the request to extend or change an FMLA or any other medical leave. If the leave is extended, the employee is required to complete an additional Request for Leave Form and submit an up-to-date Health Certification.

### **Section I. – Miscellaneous Information.**

1. Should the Family and Medical Leave Act (“FMLA”) and the regulations there under, be amended or changed, such amendments or changes shall supercede this Article.
2. The Employer may require employees to submit to examinations by an Employer-appointed physician or health care professional when such tests and examinations are considered to be of value to the Employer in maintaining a capable workforce, or for employee health and safety. The Employer will pay the costs for any tests or examinations it requires.
3. An employee may not seek or obtain employment while on any approved leave of absence, or increase hours of an existing job. Violations may result in termination of employment.
4. Other than Military Leaves, an employee may not take a leave that is beyond the employee’s total length of service.
5. Any time off relating to Worker’s Compensation will be counted toward the maximum leave entitlement.
6. Pay increases will not be processed for an employee who is on an approved leave of absence. If an employee becomes eligible for an increase while on leave of absence, the increase will be deferred and implemented when the employee returns to work.
7. If an employee is not eligible for any type of leave and is absent from work for seven (7) calendar days or more, employment may be terminated.

8. Unless otherwise required by law, health, dental, vision, and life insurance continue for the duration of the approved leave of absence or twelve (12) weeks, whichever is less. All other benefits terminate at the end of the month in which the leave begins. Benefits for which the employee is otherwise eligible will resume on the date the employee returns to work.
9. Seniority will accrue for employees on Military Leave for the duration of the leave, and on an FMLA leave or on a Non-FMLA Medical leave due to a work-related illness or injury for the first six (6) months of the leave; all other unpaid leaves shall not accrue seniority.

### **Section J. – Types of Leaves of Absence.**

#### **1. FMLA**

Employees who have twelve (12) months of consecutive employment and have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to commencement of leave are eligible for FMLA, in accordance with federal regulations. FMLA leaves may be requested for one of the following reasons:

- a. The birth and care of the newborn child of the employee\*\*
- b. The placement with the employee of a son or daughter for adoption or foster care\*\*
- c. To care for an immediate family member (spouse, child, or parent) with a serious health condition
- d. To take medical leave when the employee is unable to work because of a serious health condition.

Under some circumstances, employees may take FMLA leave intermittently – which means taking leave in blocks of time, or by reducing their normal weekly daily work schedule.

\*\*An approved leave for birth and care, or placement for adoption or foster child must conclude within twelve (12) months of the birth or placement.

If an eligible employee requests a leave of absence for any of the above reasons, the approved leave of absence will be applied toward FMLA entitlements.

### **Available Leave Time**

Eligible employees are entitled to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for one or more of the reasons above.

Spouses employed by the same employer are jointly entitled to a combined total of twelve (12) work weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

The Employer uses a rolling twelve (12) month period. A rolling twelve (12) month period means that twelve (12) month period is measured back from the date the employee uses any FMLA time.

### **FMLA Return to Work**

If the employee returns to work within twelve (12) weeks from the commencement of the FMLA leave, the Employer will return the employee to an equivalent job classification.

If the employee does not return within twelve (12) weeks from the commencement of the FMLA leave, the employee's shift and job classification will not be guaranteed.

### **Intermittent Leave**

If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to approval.

If FMLA time is required on an intermittent basis, the Employer may require the employee to transfer temporarily to an alternate position with the equivalent pay and benefits that better accommodates recurring periods of absence, or a reduced work schedule.

### **Exhausting Maximum FMLA Leave Time**

Once an employee exhausts their FMLA entitlement, if eligible, they may extend their leave by requesting a non-FMLA leave. Please review "Requesting a Leave of Absence" in Section D of this Article.

### **2. Personal Leave**

Part-time regular and full-time regular employees who have at least two thousand eighty (2,080) service hours are eligible to request an unpaid Personal Leave for personal situations at the sole discretion of the supervisor when business conditions will allow. A personal leave will not be granted for purposes of seeking or trying out employment elsewhere.

### **Available Leave Time**

There is a twelve (12) week maximum per rolling twelve (12) month period.

### **3. Health Leave**

Part-time regular and full-time regular employees who have at least one thousand forty (1,040) service hours are eligible to request a Health Leave for absences due to the employee's serious illness.

### **Available Leave Time**

There is a twelve (12) month maximum per rolling twelve (12) month period (FMLA is included in maximum).

### **4. New Child Care/Adoption**

Part-time regular and full-time regular employees who have at least one thousand forty (1,040) service hours are eligible to request a New Child Care/Adoption Leave for the birth of the employee's child or for the adoption of a child by the employee.

### **Available Leave Time**

There is a twelve (12) month maximum per rolling twelve (12) month period (FMLA is included in maximum). Spouses employed by the same Employer affiliate are eligible for a combined maximum of twelve (12) months per rolling twelve (12) month period (FMLA is included in maximum).

## 5. **Educational Leave**

Part-time regular and full-time regular employees who have at least two thousand eighty (2,080) service hours are eligible to request an unpaid Education Leave for educational purposes providing the continued education relates to the employee's current position, or a position within the Employer. Requests must be submitted no less than thirty (30) days prior to the commencement of the leave.

### **Available Leave Time**

There is a two (2) year maximum.

## 6. **Military Leave**

Military leaves of absence are provided in accordance with applicable law. A copy of the military orders must be submitted with the request for military leave of absence. In the case of any emergency duty, the employee will be granted an automatic leave.

## **ARTICLE 31 - BEREAVEMENT**

Active regular full and regular part-time employees, or a regular full or regular part-time employee on approved vacation, shall be granted time off with pay to attend to needs that may arise as a result of the death of a family member under the following terms and conditions:

1. An eligible employee shall be granted time off with pay for all regularly scheduled hours of work, up to seven (7) consecutive calendar days, which are not worked as a result of the death of a spouse, domestic partner, parent, "loco parentis", child, or current step-parent/child (child includes a fetus of greater than twelve (12) weeks gestation at the time of involuntary termination of pregnancy. Must be verified by a physician).
2. An eligible employee shall be granted time off with pay for all regularly scheduled hours of work, up to three (3) consecutive calendar days, which are not worked as a result of the death of a grandparent, grandchild,

brother/sister (including half-brother/sister), current father/mother-in-law, current son/daughter-in-law, or current brother/sister-in-law.

3. An eligible employee shall be granted time off with pay for all regularly scheduled hours of work, up to one (1) calendar day, which are not worked as a result of the death of an aunt, uncle, niece, nephew, or cousin.
4. The employee shall designate when such leave shall start; provided, that one (1) of the designated days is the day of the funeral/service.
5. Employees will not be paid for any consecutive day that is not a regularly scheduled workday.
6. An employee may be required to provide proof of relationship and/or proof of death and/or attendance at the funeral/service.
7. Employees may request additional time off in the same manner as they would for planned time off or for a personal leave of absence if needed (subject to departmental management approval).
9. "Domestic Partner" is defined as an established relationship in which two (2) people live together/cohabitate. The family of an employee's domestic partner is not included.

## **ARTICLE 32 – HEALTH, DENTAL, VISION AND LIFE INSURANCE**

### **Section A. – General.**

1. Eligibility for insurance under this Article will be based on an employee's authorized hours.
2. An eligible seniority employee who returns from an approved leave of absence or is recalled to work during any month in which the employee's insurance(s) has not been in force shall have said insurance reinstated as soon as permissible under the terms of the insurance plan(s).
3. Eligibility, coverage, and benefits under all insurance plans are subject to the terms and conditions, including any waiting period or other time limits contained in the contracts between the Employer and the carrier, and/or administrator, and cannot be grieved. Any rebates or refunds on premiums paid by the Employer shall accrue to the Employer. The Employer reserves the right to

become or remain self-insured in whole or in part. The Employer shall continue to have the right to select the carrier and change carriers in regard to all insurance plans as long as, in the aggregate, equal or greater coverage is provided. The Employer shall continue to have the right to add and take away existing insurance plans, to modify premium contributions to such plans and to select plan administrators.

**Section B. - Medical, Dental and Vision Insurance.**

1. An eligible employee shall become insured as soon as permissible pursuant to the terms of the insurance plans.
2. Employees will be advised of rate changes and corresponding premium contributions, if any, for all insurances prior to open enrollment period.
3. Medical, dental and vision insurance coverage shall be discontinued at the end of the month in which the employee is terminated, quits, retires, dies or is laid off.
4. MRMC and LRMC will continue to provide dental and vision insurance on the same basis and terms as currently provided, respectively.

**Section C. -Employee Contribution of Health Insurance.**

1. The Employer will offer Green and tier one (1) of the McLaren Health Advantage Insurance Plan and Blue Cross/Blue Shield Traditional (Plan I) to eligible bargaining unit employees. Details of the plans are contained in the official Summary Plan Description.
2. Eligible Employee shall be able to elect one of the Health Advantage Plans or the Blue Cross/Blue Shield Traditional (Plan I).
3. Employee contribution shall be paid through payroll deduction. If an employee is on disability or any form of unpaid leave, they shall make direct payment for premium contribution to the Employer by the first of each month.
4. Sponsored dependents may be added to eligible employees coverage. Employees paying for sponsored dependents coverage as of January 1, 2005 will continue to pay the additional premium. Employees not paying for sponsored

dependent coverage as of January 1, 2005 will not be required to pay the additional premium as long as the employee continuously enrolls the sponsored dependent. Employees who wish to enroll any new sponsored dependents effective January 1, 2006, and thereafter, will be required to pay the additional premiums.

5. Employee Contribution to monthly premium costs shall be as follows:

<b>MRMC – Hired/Transferred into the Bargaining Unit prior to 5/4/2010</b>						
<b>Green</b> Prescription Cost \$5/15/25	<b>May 2010</b>	<b>Jan 2011</b>	<b>Jan 2012</b>	<b>Jan 2013</b>	<b>Jan 2014</b>	<b>Jan 2015</b>
Full Time	2%	2%	2%	2%	4%	5%
Part Time (64 or more hours per pay)	2%	2%	2%	2%	4%	5%
<b>Tier I</b> Prescription Cost \$5/15/25	<b>May 2010</b>	<b>Jan 2011</b>	<b>Jan 2012</b>	<b>Jan 2013</b>	<b>Jan 2014</b>	<b>Jan 2015</b>
Full Time	2%	2%	3%	5%	6%	7%
Part Time (64 or more hours per pay)	2%	2%	3%	5%	6%	7%
<b>BC/BS</b> Prescription Cost \$5/15/25	<b>May 2010</b>	<b>Jan 2011</b>	<b>Jan 2012</b>	<b>Jan 2013</b>	<b>Jan 2014</b>	<b>Jan 2015</b>
Full Time	20%	25%	25%	25%	25%	25%
Part Time (64 or more hours per pay)	20%	25%	25%	25%	25%	25%

<b>LRMC – Hired/Transferred into the Bargaining Unit prior to 5/4/2010</b>						
<b>Green</b> Prescription Cost \$5/15/25	<b>May 2010</b>	<b>Jan 2011</b>	<b>Jan 2012</b>	<b>Jan 2013</b>	<b>Jan 2014</b>	<b>Jan 2015</b>
Full Time	2%	2%	3%	3%	4%	5%
Part Time (64 or more hours per pay)	2%	2%	3%	3%	4%	5%
<b>Tier I</b> Prescription Cost \$5/15/25	<b>May 2010</b>	<b>Jan 2011</b>	<b>Jan 2012</b>	<b>Jan 2013</b>	<b>Jan 2014</b>	<b>Jan 2015</b>
Full Time	2%	3%	4%	4%	5%	7%
Part Time (64 or more hours per pay)	2%	3%	4%	4%	5%	7%
<b>BC/BS</b> Prescription Cost \$5/15/25	<b>May 2010</b>	<b>Jan 2011</b>	<b>Jan 2012</b>	<b>Jan 2013</b>	<b>Jan 2014</b>	<b>Jan 2015</b>
Full Time	20%	25%	25%	25%	25%	25%
Part Time (64 or more hours per pay)	20%	25%	25%	25%	25%	25%

<b>MRMC and LPMC – Hired/Transferred into the Bargaining Unit after 5/3/2010</b>						
<b>Green</b> Prescription Cost \$5/15/25	<b>May 2010</b>	<b>Jan 2011</b>	<b>Jan 2012</b>	<b>Jan 2013</b>	<b>Jan 2014</b>	<b>Jan 2015</b>
Full Time	5%	6%	7%	8%	9%	10%
Part Time (64 or more hours per pay)	5%	6%	7%	8%	9%	10%
<b>Tier I</b> Prescription Cost \$5/15/25	<b>May 2010</b>	<b>Jan 2011</b>	<b>Jan 2012</b>	<b>Jan 2013</b>	<b>Jan 2014</b>	<b>Jan 2015</b>
Full Time	10%	11%	12%	13%	14%	15%
Part Time (64 or more hours per pay)	10%	11%	12%	13%	14%	15%
<b>BC/BS</b> Prescription Cost \$5/15/25	<b>May 2010</b>	<b>Jan 2011</b>	<b>Jan 2012</b>	<b>Jan 2013</b>	<b>Jan 2014</b>	<b>Jan 2015</b>
Full Time	25%	25%	25%	25%	25%	25%
Part Time (64 or more hours per pay)	25%	25%	25%	25%	25%	25%

<b>MRMC and LPMC</b>			
<b>Part Time Employees</b>	(48-63 hours per pay period)	(32-47 hours per pay period)	(16-31 hours per pay period)
<b>Green</b> Prescription Cost \$5/15/25	25%	50%	75%
<b>Tier I</b> Prescription Cost \$5/15/25	25%	50%	75%
<b>BC/BS</b> Prescription Cost \$5/15/25	45%	70%	90%

**Section D. – Life Insurance and AD&D**

1. Insurance coverage listed within this subsection shall be discontinued on the day the employee’s services are terminated or the employee quits, retires, dies or is laid off.
2. MRMC and LPMC will continue to provide the insurance of this subsection on the same basis and terms as currently provided, respectively.

**ARTICLE 33 - RETIREMENT/PENSION PLAN**

The current retirement plans will remain in effect under the same substantive terms as currently offered subject to mutual agreement to revise said plan(s), to consolidate said plan(s) with other Employer pension plans or to introduce a new pension plan. The Union agrees to meet and bargain relative to any of the above. The Union reserves the right to present modification(s), consolidation(s) or the

introduction of new plan(s) agreed to during the life of the contract for ratification by bargaining unit members.

**Section A. Plan Administration.** The pension plan shall be administered by the Employer and its duly authorized agent(s). The Administrator shall have the authority to establish and promulgate all reasonable rules and regulations of the retirement plans. The Employer also reserves the exclusive right to select and designate administrative agents and otherwise determine the manner of funding and administration, consistent with the applicable law and the retirement plan.

**Section B. Pension Plans.** The Employer agrees to offer pension benefits to eligible bargaining unit employees pursuant to the terms and conditions of this Section.

**1. Current Bargaining Unit Employees and Eligible Employees Hired, Rehired or Transferred into the Bargaining Unit Prior to November 03, 2005.** Eligible Full-Time and Regular Part-Time bargaining unit employees at McLaren Regional Medical Center hired, rehired, or transferred into the bargaining unit by the Employer prior to November 03, 2005, may participate in the McLaren Employee's Retirement Plan "A" (Pension Plan A) under the same terms and conditions as currently offered for McLaren Regional Medical Center employees. Eligible Full-Time and Regular Part-Time bargaining unit employees at Lapeer Regional Medical Center hired, rehired, or transferred into the bargaining unit by the Employer prior to November 03, 2005 may participate in the Defined Benefit Pension Plan for Lapeer Regional Medical Center under the same terms and conditions as currently offered. An employee must be a continuous member of this bargaining unit following November 03, 2005 to retain his/her rights under this paragraph. Eligible Full-Time and Regular Part-Time bargaining unit employees rehired, hired, or transferred into the bargaining unit by the Employer prior to November 03, 2005 are not eligible to participate in the employer contributions portion of the McLaren Employees' 403(b) Retirement

Plan (the "McLaren 403(b) Plan").

**2. Eligible Employees Hired or Rehired On or After November 03, 2005.**

Eligible Full-Time and Regular Part-Time bargaining unit employees hired or rehired into this bargaining unit by the Employer on or after November 03, 2005 shall be eligible to participate in the McLaren Employees' 403(b) Retirement Plan.

**a. Employer Contributions Portion of McLaren 403(b) Plan.** For each plan year, the Employer will contribute to the McLaren 403(b) Plan on behalf of employees who are eligible for employer contributions under that Plan, as determined under that Plan and this contract, (1) a basic employer contribution equal 2 percent of the employee's compensation for the portion of the plan year during which the employee was a participant in the employer contributions portion of the Plan, plus (2) a matching employer contribution equal to 50 percent of the employee's salary reduction contribution for the plan year, provided that only salary reduction contributions up to six percent of the employee's annual compensation will be considered. To be eligible for the basic employer contribution and the matching employer contribution for a plan year, an employee must have completed 1,000 or more hours of service during the plan year and be employed on the last day of the plan year. Nothing in this Paragraph is intended to supersede any of the terms of the McLaren 403(b) Plan, as in effect on the date of ratification, and as amended thereafter in accordance with Paragraph 5 below.

2. **Eligible Employees Transferred on or After November 03, 2005.** Full-Time and Regular Part-Time non-bargaining unit employees transferred into the bargaining unit, from within the same business unit, who are eligible to receive the defined benefit pension plan (Pension Plan A at MRMC or the Defined Benefit Plan at Lapeer Regional Medical Center) will continue to be

eligible to receive the respective defined benefit pension. Bargaining Unit employees who transfer between business units will be eligible to participate in the McLaren Employees' 403(b) Retirement Plan. Non-bargaining unit employees transferring into the bargaining unit, but between business units, will be eligible to participate in the McLaren Employees' 403(b) Retirement Plan.

3. **Salary Reduction Contributions – McLaren 403 (b) Plan.** Eligible Full-Time and Regular Part-Time bargaining unit employees may participate in the salary reduction contributions portion of the McLaren 403(b) Plan.

**Section C. Access to McLaren Health Care Corporation Sponsored Retiree Health Insurance Plans for McLaren Regional Medical Center Bargaining Unit Employees.** Eligible Full-Time and Regular Part-Time bargaining unit employees of McLaren Regional Medical Center hired, rehired, or transferred into a McLaren Regional Medical Center bargaining unit position prior to January 1, 2006, will continue to have access to purchase the McLaren Health Care Corporation Sponsored Retiree Health Insurance Plans upon retirement. Such an employee must be continuous member of the bargaining unit in order to maintain his/her access to purchase the McLaren Health Care Corporation Sponsored Retiree Health Insurance Plans upon retirement. Eligible Full-Time and Regular Part-Time bargaining unit employees hired, rehired, or transferred by McLaren Regional Medical Center on or after January 1, 2006, will not have access to purchase the McLaren Health Care Corporation Sponsored Retiree Health Insurance Plans upon retirement.

## **ARTICLE 34 - FRINGE BENEFITS**

### **Section A. – General.**

1. Current fringe benefits provided to bargaining unit employees within their particular department will be continued for the duration of the agreement on a modified me-too basis. Thus, any improvement granted to hourly non-

bargaining unit employees within their particular department will automatically be extended to bargaining unit employees within that particular department at the same time the improvement is extended to that department's non-union employees. The Union will be notified of the improvement.

2. The Union reserves the right to reject any fringe benefit improvement offered by the Employer.
3. Below is a listing of some fringe benefits offered by the Employer. Fringe benefits shall be available in accordance with the authorized hours applicable to an employee's classification. Employees should see their respective Human Resources Department for details on applicable fringe benefits.

- Professional Meetings
- Professional Liability
- Tax Deferred Annuity
- Mutual Benefit Time
- Employee Assistance Plan
- Jury Duty
- Free Parking
- Courtesy Discounts
- Flexible Spending Account
- Payroll Advance
- Savings Bond Plan (MRMC)

**Section B. – Health Care Reimbursement Account – LRMC Only.**

Employees who chose to participate in the Health Care Reimbursement Account must elect this option during the annual benefits open enrollment. The employer will reimburse one-half of the employee's contribution (minimum reimbursement of \$100.00 and maximum of \$300.00) during the first full pay period in January of each Plan year, beginning in 2011 and ending in 2015.

**Section C. - Tuition Reimbursement.** MRMC and LRMC will continue to provide tuition reimbursement on the same basis and terms as currently provided, respectively.

## **ARTICLE 35 - PAID TIME OFF**

### **Section A. Eligibility**

1. Paid Time Off will be accrued based on the number of qualifying hours a full-time or regular part-time employee has each pay period. Qualifying hours are defined in Section B of this Article. The hours of PTO that can be accrued each pay period are based on the employee's service hours as shown in the tables in Section C of this Article. The maximum number of days that can be earned in a payroll year is shown in the tables in Section C. At no time may an employee's PTO bank exceed two hundred (200%) percent of the employee's annual maximum PTO accrual (see tables). In applying this requirement, any PTO taken during a pay period will be subtracted from the employee's PTO bank before any new PTO accrual is added for that period. PTO is not available for use until the pay period immediately following the pay period in which it is accrued.

**Section B.** For purposes of this Article, the term "Qualifying Hours" shall be defined as follows:

All regular and overtime hours worked; PTO hours paid; court time and jury hours paid; paid bereavement leave hours; meeting, orientation, and Union business hours paid; approved unpaid Union business hours; and mutual benefit time. It shall not include hours sold back under the cash-out policy stated in Section F of this Article. The total number of qualifying hours per pay period may not exceed eighty (80) hours for purposes of PTO accrual under this Article.

### **Section C. Paid Time Off Accruals**

1. Eligible employee's hired, rehired or transferred from one business unit (LRMC to MRMC or MRMC to LRMC) to another, into the bargaining unit on or after November 3, 2005 into this collective bargaining agreement shall have PTO earned in accordance with the following tables:

**Table 35.1 – MRMC and LRMC Paid Time Off Accruals (Full-time Employees)**

Equivalent Years of Service	Service Hours Range	Accrual Rate per Qualifying Hour	Maximum Annual Accrual (Days)	Maximum Annual Hours Accrual	Maximum Banked Hours
Up to 5	<10,399	.0846*	22*	176	352
5 – 9	10,400 – 20,799	.0962*	25*	200	400
10 +	20,800 +	.1154*	30*	240	480

**Table 35.2 – MRMC and LRMC Paid Time Off Accruals (Regular Part-time employees)**

Equivalent Years of Service	Service Hours Range	Accrual Rate per Qualifying Hour	Maximum Annual Accrual (Days)	Maximum Annual Hours Accrual	Maximum Banked Hours
Up to 5	<10,399	.0654*	17*	136	272
5 – 9	10,400 – 20,799	.0769*	20*	160	320
10 +	20,800+	.0962*	25*	200	400

\*Accrual is inclusive of birthday PTO at LRMC.

\*Employee's hired, rehired, or transferred after the ratification of this agreement will not be eligible to receive the eight (8) hours of Bonus PTO previously applied when paid for at least 2,072 hours in a calendar year.

2. Eligible LRMC employee's hired, rehired or transferred into the bargaining unit prior to November 3, 2005 shall have PTO earned in accordance with the following tables:

**Table 35.3 – LRMC Paid Time Off Accruals (Full-time Employees)**

Equivalent Years of Service	Service Hours Range	Accrual Rate per Qualifying Hour	Maximum Annual Accrual (Days)	Maximum Annual Hours Accrual	Maximum Banked Hours
Up to 10	<20,799	.1000*	26*	208	416
10 up to 20	20,800-41,599	.1192*	31*	248	496
20 +	41,600+	.1308*	34*	272	544

\*Accrual is inclusive of birthday PTO at LRMC.

\*Accrual is inclusive of eight (8) hours of Bonus PTO for being paid at least 2,072 hours in a calendar year at LRMC.

3. Eligible MRMC employees hired, rehired and transferred into the bargaining unit prior to November 3, 2005 shall continue to accrue paid time off on the same basis and terms as currently provided (except as provided in Section J of this Article).

4. Eligible LRMC and MRMC employees hired, rehired and transferred into the bargaining unit prior to November 3, 2005 shall continue to payoff paid time off on the same basis and terms as currently provided, respectively.
5. If a non-bargaining unit employee at LRMC transfers into a bargaining unit position at LRMC, their PTO will accrue at the levels defined in Tables 35.1 (for full time) or 35.2 (for regular part time) unless their PTO accrual in their non-bargaining unit position accrues at a higher level for years of service up to five (5). In this situation, the employee will receive the higher accrual until they reach 5 years of service.
6. If a non-bargaining employee at MRMC transfers into a bargaining unit position at MRMC, their paid time off accrual will be handled in one of the two following methods:
  - a. If the non-bargaining unit employee has greater than 15 years of seniority and is currently receiving the traditional four bank time off benefit, they will retain this traditional time off benefit as defined in Article 34 Fringe Benefits, Section C.
  - b. All other MRMC non-bargaining unit employees who transfer into a bargaining unit position at MRMC will accrue paid time off as defined in Tables 35.1 (for full time) or Table 35.2 (for regular part time) of this article.
7. **LRMC Only**. During the pay period following the ratification of the current Agreement, employees with up to and including 20 years of service will receive a one time addition of 12 hours to their paid time off. Employees with 21 years or more of service will receive a one time addition of 24 hours.

**Section D**. All newly hired full-time and regular part-time employees shall begin to accrue PTO immediately upon hire, but an employee may only use accrued PTO for Holidays prior to his/her completion of ninety (90) calendar days of employment.

Holidays shall consist of New Years Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving and Christmas Day.

**Section E** Employees will move to the next higher PTO accrual rate automatically after the completion of the service hours as shown in the PTO accrual tables in Section C of this Article. The higher PTO accrual rate will become effective at the beginning of the pay period during which the additional service hour occurs. PTO will be paid at the employee's straight time hourly base rate of pay (excluding any premiums) in effect at the time it is used. PTO balances shall be printed on the employee's paycheck.

**Section F.** Employees who hired, rehired, or transferred into a bargaining unit position and receive the paid time off benefit defined in table 35.1 or 35.2 and prefer to sell back ("cash-out") PTO earned without taking time off from work may do so as follows:

1. In May and November of each calendar year, employees may cash-out a portion of their accrued and unused PTO hours. A minimum of 80 hours must be left in the employee's PTO bank. Upon ratification of this Agreement, an employee may cash out PTO as described in this Section one time within 30 days from the date of ratification.
2. General Provisions
  - a. Employees must initiate a request to cash-out PTO by providing the proper form to their supervisor, to permit management to verify the requested hours have been earned and to process with the payroll department. The employee must submit the request prior to May 1<sup>st</sup> and November 1<sup>st</sup>.
  - b. If an employee does not submit a cash-out request, PTO time will continue to accrue, but under no circumstances shall PTO balances exceed the annual maximum accrual as indicated in the tables shown in Section C of this Article, unless otherwise permitted.
  - c. PTO hours cashed-out will not accrue additional PTO hours.

- d. The total value of an employee-initiated cash out in one fiscal year cannot exceed the annual accrual maximum, regardless of the number of cash outs available.

**Section G.** An employee must take actual time off from work to receive compensation for PTO, except for:

1. Employees terminating with at least one (1) year of service with the Employer and who provide fourteen (14) calendar days advance written notice will be paid their accrued PTO time, not to exceed the maximum allowable accrual amount as indicated in the table shown in Section C of this Article. Such advance notice may be waived by management if the employee substantiates to the Director of Human Resources that circumstances made it impossible or unreasonable to give such notice.
2. Death; the employee's accrued PTO will be paid upon notice to the Employer of the employee's death, to next of kin (i.e., beneficiary on life insurance) in full, not to exceed the maximum accrual rates shown in the tables in Section C of this Article.
3. Retirement; the employee's accrued PTO will be paid in full, not to exceed the maximum accrual rates shown in the tables in Section C of this Article.
4. Lay-off; if the employee has more than one (1) year of service (see Article 12).
5. Transfers from full-time to regular part-time status where PTO is paid in accordance with Section H of this Article.
6. Full-time or regular part-time employees, with at least one (1) year of service with the Employer, who transfer to casual status and receive a cash-out of accrued PTO hours.
7. In accordance with the cash-out provisions of this Article (see Section F).

**Section H.** At the time an employee transfers from full-time to regular part-time status, he/she will begin to accrue PTO in accordance with the regular part-time rates shown in the tables in Section C of this Article. The employee will be paid for

all PTO in his/her bank in excess of the maximum accrual for regular part-time employees. At the time an employee transfers from regular part-time to full-time status, the employee will begin to accrue PTO in accordance with the rates applicable to full-time employees in the tables in Section C.

**Section I.** PTO may be used in increments of one-tenth (1/10) hour.

**Section J.** During the duration of the current agreement, MRMC eligible employee's hired, rehired, or transferred into the bargaining unit prior to November 3, 2005 into the collective bargaining agreement and who have the 4 bank paid time off system shall be eligible to move to a combined paid time off bank described below:

<b>Equivalent Years of Service</b>	<b>Service Hours Range</b>	<b>Annual Accrual (Days)</b>	<b>Annual Accrual (Hours)</b>	<b>Accrual Rate per 80 Hours Paid</b>	<b>Maximum Annual Hours Accrual</b>	<b>Maximum Banked Hours</b>
Up to 4	<8,319	28	224	8.615384	224	448
5 – 9	8,320 – 18,719	33	264	10.153846	264	528
10+	18,720+	36	288	11.076923	288	576
10+**	18720+	38	304	11.692307	304	608

\*\* This represents the PTO accrual for full-time employees who have achieved ten (10) years of service on or before May 4, 2010.

An eligible employee may elect to make this transition by notifying Human Resources in writing during one of the two described periods but no later than the associated deadline:

1. **First Selection Time Frame** – between September 06, 2010 and no later than September 13, 2010 with the PTO accrual beginning – September 26, 2010
2. **Second Selection Time Frame** – between September 03, 2012 and no later than September 10, 2012 with the PTO accrual beginning – September 23, 2012

When an employee elects to move to the combined paid time off bank they will not have the option of moving back into the four bank system.

For the purposes of this collective bargaining agreement and the conversion from individual categories of paid time off to a combined PTO bank, the following provisions apply.

1. Prior to conversion, personal days will be accounted for, and the Employer will pay accrued and unused personal time; no personal days will be transferred into the combined PTO bank.
2. Prior to conversion, the Employer will pay out accrued sick time in excess of one hundred ninety-two (192) hours for full-time employees and ninety six (96) hours for part-time employees in accordance with the following schedule:

<u>Employee's Seniority</u> <u>Hours</u>	<u>Percentage</u> <u>Paid</u>
Less Than 10,399 hours	25%
10,400 – 20,799 hours	50%
20,800 – 31,199 hours	75%
31,200 + hours	100%

3. Sick time conversion to PTO will be calculated in accordance with the following conversion rates:
  - a. Employees with 20,799 or less lifetime service hours will have the number of sick hours accrued and unused at time of conversion multiplied by sixty (60%) percent, with a maximum of one hundred fifteen (115) hours carried over to the combined PTO bank.
  - b. Employees with 20,800 – 31,199 of lifetime service hours will have the number of sick hours accrued and unused at the time of conversion multiplied by seventy five (75%) percent, with a maximum of one hundred forty four (144) hours carried over to the combined PTO bank.
  - c. Employees with 31,200 or more of lifetime service hours will have the number of sick hours accrued and unused at the time

of conversion multiplied by one hundred (100%) percent, with a maximum of one hundred ninety two (192) hours carried over to the combined PTO bank.

4. Holiday time earned but not used will be carried over, in its entirety, into the combined PTO bank at one hundred (100%) percent of the value earned.
5. Vacation time earned but not used will be carried over, in its entirety, into the combined PTO bank at one hundred (100%) percent of the value earned.

### **Article 36. SHORT-TERM DISABILITY**

#### **Section A. Benefits:**

1. Eligible employee's hired, rehired, or transferred (LRMC to MRMC or MRMC to LRMC) into the bargaining unit prior to November 3, 2005 into the collective bargaining agreement shall receive the following Short-Term Disability Insurance benefit:
  - a. When an eligible bargaining unit employee of MRMC is temporarily disabled due to a non-work related illness or injury, she/he will be eligible to receive short-term disability insurance benefits pursuant to the terms and conditions of the carrier's policy. Short-Term Disability Insurance benefits will be equal to sixty (60%) percent of his/her base gross weekly earnings. Benefits will start as of the forty-sixth (46<sup>th</sup>) calendar day of disability and continue as long as the disability is medically verified, or fifty-two weeks from the date of disability, whichever occurs first.
  - b. When an eligible bargaining unit employee of LRMC is temporarily disabled due to a non-work related illness or injury, she/he will be eligible to receive short-term disability insurance benefits pursuant to the terms and conditions of the carrier's policy. Short-Term Disability Insurance benefits will be equal to fifty (50%) percent of his/her base gross weekly earnings. Benefits will start as of the eighth (8<sup>th</sup>) calendar

day of disability and continue as long as the disability is medically verified, or ninety days from the date of disability, whichever occurs first.

2. Eligible employee's hired, rehired, or transferred into the bargaining unit on or after the date of ratification into the collective bargaining agreement or MRMC employees upon moving to a one bank PTO system (see Article 35 Paid Time Off, section J) shall receive the following Short-Term Disability Insurance benefit:
  - a. When an eligible employee is temporarily disabled due to a non-work related illness or injury, he/she will be eligible to receive Short-Term Disability Insurance benefits equal to sixty (60%) percent of the base gross weekly earnings not to exceed \$700.00 per week. Benefits will start as of the fifteenth (15<sup>th</sup>) day of disability and continue as long as the disability is medically verified, or twenty six (26) weeks, whichever occurs first.
3. If a non-bargaining unit employee at LRMC transfers into a bargaining unit position at LRMC, their STD shall be as defined above in Section A. Benefits 2 (a).
4. If a non-bargaining employee at MRMC transfers into a bargaining unit position at MRMC and retains their traditional four bank time off benefit (Article 35, PTO), their STD shall be as defined above in Section A. Benefits 1 (a).
5. If a non-bargaining employee at MRMC transfers into a bargaining unit position at MRMC and has a paid time off bank (Article 35, PTO), their STD shall be as defined above in Section A. Benefits 2 (a).

**Section B. Eligibility:**

All regular full-time hourly employees who have completed 1,040 service hours of employment are eligible for Short-Term Disability Insurance.

**Section C. Employee Responsibility:**

It is the employee's responsibility to provide the medical documentation necessary to satisfy the Short-Term Disability Insurance Program provisions. Forms will be

provided by the Employer's Human Resources Department with appropriate instruction, but the employee has the responsibility to complete them, have the physician complete their section, and return the forms to the Human Resources Department.

**Section D. Employee Contribution to Premiums:**

Employee contributions to premiums for Short-Term Disability Insurance will continue on the same basis as currently established.

**Section E.**

The Employer shall have the right to substitute the current short-term disability coverage with a short-term disability plan provided, that such substitute short term disability coverage is comparable to that currently provided under the Employer's existing group short- term disability plan.

**ARTICLE 37 - PAY ADMINISTRATION**

**Section A. - Pay Structure.** Eleven pay grades have been established for Skilled Maintenance. Specific and separate pay grades have been established for both MRMC and LRMC. Each pay grade will have an established minimum, midpoint and maximum rate. Each pay grade is 27% (twenty-seven percent) wide (minimum rate times 1.27 equals maximum rate). The difference between pay grades 1 –5 will be 6% (six percent) at the pay grade midpoint (midpoint pay grade 1 times 1.06 equals midpoint of pay grade 2). The difference between pay grades 5 – 11 will be 7% (seven percent) at the pay grade midpoint. Each pay grade has 9 established Steps, plus the minimum rate. Each Step is established as a multiple of the minimum rate. The multiplier is 3.0% (three percent) (Step 1 = minimum rate times 1.03; Step 2 = minimum rate times 1.06; Step 3 = minimum rate times 1.09, etc.). (See attached Appendix A).

The changes to the pay grades will follow the schedule in the table below:

Subsidiary	Year 1	Year 2	Year 3	Year 4	Year 5
LRMC	\$750 Lump Sum bonus plus 1% range movement with no step increase	1.0%	1.5%	1.5%	2%
MRMC	\$1000 Lump Sum bonus plus 1% range movement with no step increase	2.0%	2.0%	2.0%	2.5%

**Section B. - Minimum Rate.** As of the date of ratification, every employee in the Skilled Maintenance bargaining unit will be paid at least the minimum rate of pay for their job classification (pay grade).

**Section C. - Maximum Rate.** As of the date of ratification, no employee in the Skilled Maintenance bargaining unit will be paid a base rate above the maximum rate for their job classification (pay grade).

**Section D. - Year One (May 4, 2010 – May 7, 2011).** Each seniority bargaining unit employee will receive a lump sum bonus and a range movement increase, but will not progress to the next higher Step in the pay grade for that job classification, upon ratification of the contract.

**NEW JOB CLASSIFICATIONS** – The following job classifications will be created upon ratification:

**MRMC and LRMC**

Sr. Electrician Pay Grade 11

**Section E. - Year Two (May 8, 2011 – May 5, 2012).** Each seniority bargaining unit employee will progress to the next higher Step in the pay grade for that job classification, subsequent to the provision regarding maximum rate, on the anniversary date of the contract. (See Appendix B).

**Section F. - Year Three (May 6, 2012 – May 4, 2013).** Each seniority bargaining unit employee will progress to the next higher Step in the pay grade for that job classification, subsequent to the provision regarding maximum rate, on the anniversary date of the contract. (See Appendix C).

**Section G. - Year Four (May 5, 2013 – May 3, 2014).** Each seniority bargaining unit employee will progress to the next higher Step in the pay grade for that job classification, subsequent to the provision regarding maximum rate, on the anniversary date of the contract. (See Appendix D).

**Section H. - Year Five (May 4, 2014 – May 2, 2015).** Each seniority bargaining unit employee will progress to the next higher Step in the pay grade for that job classification, subsequent to the provision regarding maximum rate, on the anniversary date of the contract. (See Appendix E).

**Section I. - Promotions.**

1. If an employee moves to a job in a higher pay grade (promotion), they will go to at least the minimum pay rate of the new pay grade.
2. If an employee moves to a job in a higher pay grade and their pay rate is higher than the minimum of the new pay grade, they will receive a promotional increase (percentage) equal to one-half the difference of the midpoints rounded to the next Step.
3. The higher of 1 or 2 will be granted.

**Section J. - Lateral Transfers.**

1. If an employee moves to a job classification in the same pay grade, in the same business unit, there will be no change in pay.
2. If an employee moves between business units (where pay ranges are different) they will be handled like promotions or demotions, whichever is appropriate. (See Sections K and M).

**Section K. - Demotions.**

1. If an employee moves (voluntarily or involuntarily) to a job in a lower pay grade, they will go to a pay rate no higher than the maximum rate of the new pay grade.
2. If an employee moves to a job in a lower pay grade and their pay rate is below the maximum of the new pay grade, they will see a decrease in pay equal to one-half of the difference between the midpoints rounded to the next Step.
3. The lower of 1 or 2 will be granted.

**Section L. - Hire in Pay Rates.**

1. Anyone hiring in will receive at least the minimum rate of the pay grade assigned to the job.
2. No one hired will receive the maximum rate of the assigned pay grade.
3. At the time of hire, the relevant experience of the candidate will be calculated into a full time equivalent of year(s) of experience. The number of FTE years will be converted to a Step in the job's assigned pay grade. The hire in pay rate will normally be at the calculated Step.
4. Item 3 (above) will be limited in the following manner:
  - a. Pay grades 1 – 5 will be limited to a hire-in rate no greater than Step 5.
  - b. Pay grades 6 – 11 will be limited to a hire-in rate no greater than Step 8.
  - c. The Union will be notified of placement above Step 5 if there is a current employee in that job classification at a lower step.

**Section M. Wage Inequity**

The Employer and the Union have the ability to request a meeting to review a job classification that they believe shows a need for a wage and/or classification adjustment. The parties further agree that the one requesting the review shall provide market data from a recognized source substantiating any request. If mutual agreement can be reached it will be documented by a formal letter of understanding.

**Section N. Payment Upon Retirement**

For the duration of the current Collective Bargaining Agreement (May 4, 2010 – May 3, 2015), eligible bargaining unit employees will receive a one time lump sum payment upon retirement of \$3,000.00 for LRMC and \$4,000 for MRMC. Such payment will occur with the pay period following their last day worked.

Eligible employees are defined as:

<b>Effective</b>	<b>Eligibility Criteria</b>
10/1/10	Bargaining unit employees who are at least 55 years old and have at least 35 years of service
5/1/11	Bargaining unit employees who are at least 55 years old and have at least 34 years of service
5/1/12	Bargaining unit employees who are at least 55 years old and have at least 33 years of service
5/1/13	Bargaining unit employees who are at least 55 years old and have at least 32 years of service
5/1/14	Bargaining unit employees who are at least 55 years old and have at least 30 years of service

**ARTICLE 38 - SKILL/LICENSE PREMIUM**

**Section A. - Stationary Equipment Licensure.** Employees currently working in job classifications assigned to pay grades 1-5 who obtain licensure for stationary equipment engineer will receive a \$.50 per hour premium for any level of the Stationary Equipment Licensure process. The maximum premium will be \$.50 per hour.

**Section B. - Skilled Trade Licensure.** Employees currently working in job classifications assigned to pay grades 1-5 who obtain bona fide, recognized licensure/certification in a skilled trade will receive a \$.50 per hour premium upon proof of licensure/certification. Such skilled trade licensure/certifications shall include Boiler Operator, HVAC, Biomedical Technician, Painter, Carpenter, Plumber,

Electrician and Refrigeration.

**Section C. - Maximums.** The maximum premium for any employee under this provision is \$.50 per hour.

### **ARTICLE 39 – CAREER DEVELOPMENT PLAN**

**Section A. - Purpose.** Employees who wish to pursue career and promotional opportunities at MHCC shall have the right to develop their individual career development plans which will identify the criteria or factors required in the area or skilled trade chosen by the employees.

1. Employees shall provide their supervisor with a copy of the written career development plan.
2. Employees shall be responsible for recording all necessary performance information related to the criteria or factors required in the area or skilled trade chosen by the employees.
3. Reasonable requests for documentation to support the employee's career development plan shall be granted by the Employer.

### **ARTICLE 40 - ENVIRONMENT OF CARE COMMITTEE**

**Section A. - Purpose.** An Environment of Care ("EC") Committee has been established to address workplace safety and other facility environmental issues.

**Section B. - Membership and Duties.** Membership of the Employer's EC Committee shall be expanded to include a representative of the Union. The Union shall appoint a bargaining unit member to serve on the EC Committee. The individual appointed to serve on the EC Committee by the Union shall abide by the procedures and rules of the EC Committee.

## **ARTICLE 41 - HEALTH AND SAFETY**

**Section A. - Representation.** For purposes of health and safety issues, the Skilled Maintenance bargaining unit shall be represented by one (1) employee from each business unit on the Environment of Care (EC) Committee at their respective facilities.

**Section B. - Safety Shoes/Lab Coats.** Employees shall be reimbursed the cost of required safety shoes/boots, up to a maximum of \$100.00 per year, upon submitting a valid receipt for the purchase to the Department Director/Manager or designee. For purposes of maintaining a safe work environment, the Employer shall provide Biomedical Technicians with lab coats.

**Section C. - Work-Related Illness or Injury.** If an employee incurs a work-related illness or injury, the employee shall report such illness or injury to his/her supervisor immediately. If the employee is an off-shift employee, they will report such illness or injury to the Nursing Supervisor. Employee Health Services or the Emergency Room Department as needed will provide the initial assessment and/or treatment. Should the Employer change the process in which an employee is seen for a work-related injury, the Union shall be notified 14 days prior to the change. Upon request the Union and the Employer will meet to discuss such change.

## **ARTICLE 42 - DRUG AND ALCOHOL TESTING**

**Section A.** The Employer and the Union agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees, patients, and the public. Therefore, it is essential that a healthy, drug free environment be maintained at all times and that employees are required to work free from the effects of alcohol and other drugs in order to fulfill their responsibilities. The unlawful manufacture, distribution (sale or transfer), diversion (theft) of drugs from the Employer, possession or use of a controlled substance is prohibited in the workplace.

**Section B.** In order to maintain a drug and alcohol free workplace, the drug and alcohol testing program will be implemented.

1. The Employer may test bargaining unit employees for drugs and alcohol in the following instances:
  - a. When reasonable suspicion exists, or
  - b. Per a return to work agreement executed in accord with the recommendation of a qualified substance abuse treatment program, or
  - c. When a second event of diversion of a controlled substance has occurred within a thirty (30) day period on the unit by the same bargaining unit employee. Only the last bargaining unit employee who accessed the drug prior to the diversion and the first bargaining unit employee who accessed the drug after the diversion may be tested provided it is the second event for the bargaining unit employee. This testing process will be done by an independent laboratory. The employer will provide the Union documentation of the first event before drug testing, or
  - d. When an employee is involved in a work-related accident and demonstrates reasonable suspicion as outline in item two (2) below.
  
2. Reasonable suspicion exists when a supervisor or other person in authority has reasonable good faith and objective suspicions of a employee's drug or alcohol use, based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee as personally observed by the supervisor. The supervisor must document such observation.
  
3. No employee will be tested without prior written consent. However, an employee's refusal to provide written consent and to submit to testing may be subject to immediate discharge.

4. Possession of illegal drugs, diversion (theft) of drugs from the Employer, and/or distribution (sale or transfer) of drugs shall result in discharge.

5. On the first occurrence of an established positive test result for reasonable suspicion the employee may be disciplined, and shall be required to participate in a qualified substance abuse treatment program of his/her choice. Failure to comply with the terms of the program shall result in termination.

When testing is for reasonable suspicion, the Employer shall transport or arrange for transportation of the employee to and from the testing site, where applicable. The Employer shall pay for all testing and the employee shall continue to receive regular pay and benefits during the administration of tests. During the waiting period for test results, the employee shall be off duty without pay.

If the test results are negative, the employee shall be compensated at his/her regular rate of pay for the time off duty.

While off duty to participate in qualified treatment program or awaiting testing results, the employee may use available accrued bank time.

If an employee tests positive after completion of a substance abuse treatment program, this episode will be treated as a separate event, and the employee will be given the opportunity to participate in the substance abuse treatment program again. Failure to comply with the terms of the program shall result in termination.

The employee shall be terminated, upon any positive test result after completion of two episodes of rehabilitation in a substance abuse treatment program.

6. The alcohol and controlled substance abuse testing process is designed to protect the integrity, identity and security of the specimen and the employee.

The drug and alcohol testing process shall be administered through the Employee Health Department or its designee. During the collection process, union representation rights will be granted upon request by the employee.

7. An employee who voluntarily seeks assistance for drug or alcohol dependency and has had no incidence of affected job performance, shall be referred to a qualified substance abuse treatment program and no discipline shall result.

8. The employee will test negative before actively resuming work followed by random test in accordance with Section 1b above. Failure to adhere per Section 1b above shall result in termination.

9. When the Employer determines that reasonable suspicion exists and an employee will be tested, a union representative shall be notified upon request of the employee. During the delineation of the recommendation prior to execution of a return to work agreement, a union representative may be present, upon request of the employee. The Union President or designee will notify the employer who the representatives will be.

10. The collection process and chain of custody will be adhered to as set forth in this contract.

### **Chain of Custody**

It is recognized that chain of custody procedure will be adhered to at each step of the process to ensure accuracy and confidentiality. A chain of custody form is used to document all handling and storage of a specimen. The transfer of specimens from one authorized individual or place to another must use the chain of custody procedure indicated on the form. Each person in the chain of custody is required to sign for the specimen.

## 1. Collection

- a. Urine specimens will be obtained without unreasonable intrusion into the employee's privacy. Employee privacy will be respected to the greatest extent possible by all personnel involved in the testing process and procedure. However reasonable suspicion of sample tampering may result in closer scrutiny including direct observation during sample gathering. As appropriate, an employee will be sent to Employee Health, the Emergency Room or a designated outside lab for the collection specimen. If these locations change the Union will be given an updated copy of the locations.
- b. Collector ensures that the Specimen ID number on the top of the Custody and Control Form (CCF) matches the specimen ID number on the label/seals.
- c. Collector provides the required information on the CCF. The collector provides the remark if the donor refuses to provide his/her SSN or Employee ID number.
- d. Collector gives a collection container to the donor for providing a specimen.
- e. After the donor gives the specimen to the collector, the collector checks the temperature of specimen within 4 minutes and marks the appropriate temperature box on the CCF. The collector provides a remark if the temperature is outside the acceptable range.
- f. Collector checks the split or single specimen collection box. If no specimen is collected, that box is checked and a remark is provided. If no specimen is collected, COPY 1 is discarded and the remaining copies are distributed as required.
- g. Donor watches the collector pouring the specimen from the collection container into the specimen bottle(s), placing the cap(s) on the specimen bottle(s) and affixing the label(s)/seal(s) on the specimen bottle(s).

- h. Collector dates the specimen bottle label(s) after they are placed on the specimen bottles.
- i. Donor initials the specimen bottle label(s) after the label(s) have been placed on the specimen bottle(s).
- j. Collector instructs the donor to read the certification statement and to sign, print name, date, provide phone numbers and date of birth after reading the certification statement. If the donor refuses to sign the certification statement, the collector provides a remark on Copy
- k. Collector completes the CCF (i.e., provides signature, printed name, date, time of collection and name of delivery service), immediately places the sealed specimen bottle(s) and Copy 1 of the CCF in a leak-proof plastic bag, places the track label from the CCF on the specimen package, releases specimen package to the delivery service and distributes the other copies as outlined in the standard operating procedure manual as required.

## 2. Initial Laboratory Screening

a. Initial drug and alcohol testing will be conducted utilizing the Employer designated laboratory. If the Employer changes laboratories, the Union will be notified within 10 working days of the change. There will be an intent to bargain if the change in laboratories results in a change to one that is not federally approved.

b. Initial cut-off levels utilized for determination whether urine specimens are negative or positive shall be as follows:

- Marijuana metabolite 50ng/mL
- Cocaine metabolites 300ng/mL
- Phencyclidine 25ng/mL
- Opiates 2000ng/mL
- Amphetamines 1000ng/mL
- Barbiturates 300ng/mL
- Benzodiazepines 300ng/mL
- Propoxyphene 300ng/mL
- Metadone 300ng/mL
- Methaqualone 300ng/mL
- Alcohol 20 MG%

Subject to revision in accordance with subsequent amendments to Michigan, Department of Transportation guidelines.

c. If the urine sample tests are negative, no further testing will be done and all specimens will be retained for 10 days then destroyed. The laboratory shall report test results in writing to Employee Health Services or Human Resources. Employee Health Services or Human Resources will notify the employee's Department Director/Manager and Human Resources. The Department Director/Manager will notify the employee of the test results, direct the employee to sign appropriate documentation, and indicate when the employee may return to work.

d. If the urine test is positive, it will be sent for confirmatory testing.

### 3. Confirmation Testing

a. If the urine test is positive, the chain of custody will be maintained and the "B" specimen will undergo confirmation testing using gas chromatography procedure (GC/MS) or other gas/liquid chromatography if GC/MS is not available. The confirmation cut-off levels shall be:

- Marijuana metabolite 15ng/mL
- Cocaine metabolites 150ng/mL
- Phencyclidine 25ng/mL
- Opiates 2000ng/mL
- Amphetamines 500ng/mL
- Barbiturates 200ng/mL
- Benzodiazepines 200ng/mL
- Propoxphene 200ng/mL
- Methadone 200ng/mL
- Methaqualone 200ng/mL
- Alcohol 20 MG%

Subject to revision in accordance with subsequent amendment to Michigan, Department of Transportation guidelines.

b. The laboratory shall report test results in writing to Employee Health Services or Human Resources within an average of five (5) working days after receipt of the specimen. The report shall identify the drugs and metabolites tested for, whether positive or negative, the specimen number assigned by the collection site person, (ID number), and the drug testing laboratory specimen identification number.

c. If the confirmatory test is negative, then the test will be reported as NEGATIVE. Human Resources will notify the employee's Department Director/Manager. Human Resources will notify the employee of the test results and direct the employee when the employee may return to work. No further testing will be done and all specimens will be retained for 10 days then destroyed.

d. The employee will be notified by the Medical Review Officer (MRO) prior to notification of the Employer, if question is in doubt on the test results. Then the laboratory shall report test results in writing to Human Resources/Employee Health Services. Human Resources will notify the employee's Department Director/Manager. Human Resources will notify the employee of the final test results and when he/she will return to work.

e. Specimens which test positive on the initial and confirmation testing shall be reported as POSITIVE.

#### **4. Positive Test Results**

a. A positive test result does not automatically confirm a substance abuse problem. Positive test results shall be reviewed by the Medical Review Officer (MRO), a designated hospital physician experienced in the interpretation of drug test results and knowledge of possible

alternate medical explanations. The Employee Health Nurse or Human Resources will facilitate communication between the MRO and the employee. Transmission of all results from the laboratory will be done in a manner to ensure confidentiality.

b. If unable to satisfactorily explain the results, Human Resources and the Department Director/Manager will meet with the employee to determine a plan of action.

### **ARTICLE 43 - PERSONAL VEHICLE/COMPANY BUSINESS**

When available and approved by the employee's manager, a hospital vehicle will be used by bargaining unit employees when they are required to drive to another location in the performance of their assigned duties. When a vehicle is not available, an employee, with prior approval from their manager, may use their personal vehicle in the performance of assigned duties. Employees who use their personal vehicles in the performance of assigned duties shall be reimbursed for actual trip mileage incurred at the then current IRS rate and this shall be considered a "hired car" situation under the Employer's Fleet Automobile Insurance Policy.

### **ARTICLE 44 - SUBCONTRACTING**

**Section A.** When the Employer decides to subcontract in whole or in part, any work performed by a bargaining unit member(s) which results in a layoff of a bargaining unit employee(s) in the job classification of the work subcontracted directly as a result of the subcontract, the Employer will meet with the Union, upon request, to discuss the effects of such subcontracting relative to affected employee(s).

**Section B.** If subcontracting results in a layoff, as described above, the Employer will make every effort to place displaced employee(s) in vacant position(s), if any exist, with minimal training if necessary. The placement will be at a position of equal or lesser pay and at no greater hours than worked by the employee at time of layoff.

## **ARTICLE 45 – SUCCESSOR**

This Agreement shall be binding on a successor in accordance with law.

## **ARTICLE 46 - SCOPE OF AGREEMENT**

**Section A.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**Section B.** Any supplementary agreement reached during the term of this agreement shall be in writing and signed by the parties and shall be made a part of the contract, subject to ratification of the parties.

## **ARTICLE 47 - SEPARABILITY AND SAVINGS CLAUSE**

**Section A.** If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**Section B.** The parties agree to immediately enter into negotiations to reach a mutually acceptable Article(s) or Sections(s) to replace the invalid Article(s) or Section(s).

#### **ARTICLE 48 - DURATION OF AGREEMENT**

**Section A.** The provisions of this Agreement shall be effective as of the date of ratification, and shall continue and remain in full force and effect through May 3, 2015, and thereafter for successive periods of one (1) year, unless either party shall, at least ninety (90) days prior to the expiration of the Agreement, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. To terminate the agreement a certified written notice must be sent to the other party ten (10) working days in advance of the date of termination.

**Section B.** IN WITNESS THEREOF, the Union and the Employer have caused this agreement to be executed in their names by their duly-authorized representatives the day and year first above written.

**FOR THE EMPLOYER:**

Carla Henry  
Carla Henry, Director of Human Resources  
McLaren Regional Medical Center  
Dated: 7-6-10

Amy Dorr  
Amy Dorr, Vice President of Human Resources  
Lapeer Regional Medical Center  
Dated: 8-2-10

**FOR THE UNION:**

Jacquita McCrory  
Jacquita McCrory, Staff Representative  
AFSCME Council 25  
Dated: 6-29-10

Raymond Jackson  
Raymond Jackson, Vice President  
AFSCME Local 2818  
Dated: 6-24-10

Rick Pizzala  
Rick Pizzala, Committee Member  
AFSCME Local 2818  
Dated: 24 June 2010

Robert Oakes Jr.  
Robert Oakes Jr, Committee Member  
AFSCME Local 2818  
Dated: 6-24-2010

Albert Hardy  
Albert Hardy, Committee Member  
AFSCME Local 2818  
Dated: 6-29-2010

6-24-10  
Victor White, Committee Member  
AFSCME Local 2818  
Dated: Victor White

**APPENDIX A**

**MRMC**

**MRMC SKILLED MAINTENANCE PAY GRADES – YEAR ONE  
(2010-2011)**

<b>PAY GRADE/JOB TITLE</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>
<b>SM1</b>	\$13.04	\$14.80	\$16.55
General Maintenance			
<b>SM2</b>	\$13.82	\$15.69	\$17.55
<b>SM3</b>	\$14.66	\$16.64	\$18.61
<b>SM4</b>	\$15.52	\$17.62	\$19.72
Grounds Mechanic			
<b>SM5</b>	\$16.44	\$18.66	\$20.88
Maintenance Mechanic			
Painter			
<b>SM6</b>	\$17.59	\$19.97	\$22.34
Sr. Maintenance Mechanic			
Sr. Painter			
<b>SM7</b>	\$18.83	\$21.37	\$23.90
HVAC Tech			
Carpenter			
Bio Med Tech (non-certified)			
Boiler Operator			
<b>SM8</b>	\$20.14	\$22.86	\$25.57
Plumber			
Senior HVAC Mechanic			
<b>SM9</b>	\$21.55	\$24.46	\$27.36
Bio Med Tech Certified			
<b>SM10</b>			
Electrician	\$23.06	\$26.17	\$29.28
<b>SM11</b>			
Senior Electrician	\$24.67	\$28.00	\$31.33

**APPENDIX A**

**LRMC**

**LRMC SKILLED MAINTENANCE PAY GRADES – YEAR ONE**  
**(2010-2011)**

<b>PAY GRADE/JOB TITLE</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>
<b>SM1</b>	\$12.25	\$13.90	\$15.55
<b>SM2</b>	\$12.98	\$14.73	\$16.48
<b>SM3</b>	\$13.77	\$15.63	\$17.49
<b>SM4</b>	\$14.58	\$16.55	\$18.52
Grounds Mechanic			
<b>SM5</b>	\$15.46	\$17.55	\$19.64
Maintenance Mechanic			
Painter			
<b>SM6</b>	\$16.55	\$18.79	\$21.02
Senior Maintenance Mechanic			
Senior Painter			
<b>SM7</b>	\$17.71	\$20.10	\$22.49
HVAC Tech			
Boiler Operator			
<b>SM8</b>	\$18.95	\$21.51	\$24.07
<b>SM9</b>	\$20.27	\$23.01	\$25.74
<b>SM10</b>	\$21.69	\$24.62	\$27.55
Electrician			
<b>SM11</b>	\$23.21	\$26.35	\$29.48
Senior Electrician			

## APPENDIX B

### Skilled Maintenance Year Two (2011-2012)

MRMC FY 2011-2012	0 (Min)	1	2	3	4	Mid Point (not a step)	5	6	7	8	9
SM01	\$13.30	\$13.70	\$14.10	\$14.49	\$14.88	\$15.09	\$15.29	\$15.69	\$16.10	\$16.48	\$16.88
SM02	\$14.10	\$14.51	\$14.94	\$15.36	\$15.79	\$16.00	\$16.21	\$16.63	\$17.05	\$17.47	\$17.90
SM03	\$14.95	\$15.40	\$15.84	\$16.30	\$16.73	\$16.97	\$17.19	\$17.64	\$18.09	\$18.53	\$18.98
SM04	\$15.83	\$16.31	\$16.78	\$17.26	\$17.74	\$17.97	\$18.22	\$18.69	\$19.17	\$19.64	\$20.11
SM05	\$16.77	\$17.28	\$17.77	\$18.29	\$18.78	\$19.04	\$19.29	\$19.79	\$20.30	\$20.80	\$21.30
SM06	\$17.94	\$18.49	\$19.01	\$19.56	\$20.09	\$20.37	\$20.63	\$21.19	\$21.71	\$22.26	\$22.79
SM07	\$19.21	\$19.78	\$20.35	\$20.93	\$21.50	\$21.80	\$22.07	\$22.66	\$23.24	\$23.81	\$24.38
SM08	\$20.54	\$21.18	\$21.78	\$22.40	\$23.00	\$23.31	\$23.62	\$24.26	\$24.86	\$25.48	\$26.08
SM09	\$21.98	\$22.64	\$23.31	\$23.96	\$24.61	\$24.95	\$25.29	\$25.94	\$26.60	\$27.25	\$27.91
SM10	\$23.52	\$24.24	\$24.93	\$25.64	\$26.35	\$26.70	\$27.05	\$27.76	\$28.46	\$29.16	\$29.87
SM11	\$25.16	\$25.93	\$26.67	\$27.44	\$28.18	\$28.56	\$28.95	\$29.70	\$30.45	\$31.20	\$31.96

LRMC FY 2011-2012	0 (Min)	1	2	3	4	Mid Point (not a step)	5	6	7	8	9
SM01	\$12.37	\$12.74	\$13.12	\$13.48	\$13.87	\$14.04	\$14.23	\$14.60	\$14.98	\$15.35	\$15.71
SM02	\$13.11	\$13.49	\$13.90	\$14.28	\$14.69	\$14.88	\$15.08	\$15.46	\$15.87	\$16.25	\$16.64
SM03	\$13.91	\$14.33	\$14.74	\$15.17	\$15.57	\$15.79	\$16.00	\$16.41	\$16.84	\$17.25	\$17.66
SM04	\$14.73	\$15.18	\$15.60	\$16.06	\$16.50	\$16.72	\$16.94	\$17.38	\$17.83	\$18.26	\$18.71
SM05	\$15.61	\$16.09	\$16.55	\$17.03	\$17.49	\$17.73	\$17.97	\$18.43	\$18.91	\$19.37	\$19.84
SM06	\$16.72	\$17.22	\$17.72	\$18.22	\$18.72	\$18.98	\$19.22	\$19.73	\$20.23	\$20.73	\$21.23
SM07	\$17.89	\$18.42	\$18.97	\$19.49	\$20.04	\$20.30	\$20.56	\$21.11	\$21.64	\$22.18	\$22.71
SM08	\$19.14	\$19.71	\$20.29	\$20.86	\$21.43	\$21.73	\$22.01	\$22.58	\$23.16	\$23.72	\$24.31
SM09	\$20.47	\$21.10	\$21.70	\$22.32	\$22.93	\$23.24	\$23.54	\$24.17	\$24.78	\$25.39	\$26.00
SM10	\$21.91	\$22.56	\$23.23	\$23.88	\$24.54	\$24.87	\$25.20	\$25.86	\$26.51	\$27.17	\$27.83
SM11	\$23.44	\$24.15	\$24.86	\$25.55	\$26.26	\$26.61	\$26.96	\$27.67	\$28.37	\$29.07	\$29.77

## APPENDIX C

### Skilled Maintenance Year Three (2012-2013)

<b>MRMC FY 2012-2013</b>	0 (Min)	1	2	3	4	Mid Point (not a step)	5	6	7	8	9
SM01	\$13.57	\$13.97	\$14.38	\$14.78	\$15.18	\$15.40	\$15.60	\$16.00	\$16.42	\$16.81	\$17.22
SM02	\$14.38	\$14.80	\$15.24	\$15.67	\$16.11	\$16.32	\$16.53	\$16.96	\$17.39	\$17.82	\$18.26
SM03	\$15.25	\$15.71	\$16.16	\$16.63	\$17.06	\$17.31	\$17.53	\$17.99	\$18.45	\$18.90	\$19.36
SM04	\$16.15	\$16.64	\$17.12	\$17.61	\$18.09	\$18.33	\$18.58	\$19.06	\$19.55	\$20.03	\$20.51
SM05	\$17.11	\$17.63	\$18.13	\$18.66	\$19.16	\$19.42	\$19.68	\$20.19	\$20.71	\$21.22	\$21.73
SM06	\$18.30	\$18.86	\$19.39	\$19.95	\$20.49	\$20.78	\$21.04	\$21.61	\$22.14	\$22.71	\$23.25
SM07	\$19.59	\$20.18	\$20.76	\$21.35	\$21.93	\$22.23	\$22.51	\$23.11	\$23.70	\$24.29	\$24.87
SM08	\$20.95	\$21.60	\$22.22	\$22.85	\$23.46	\$23.78	\$24.09	\$24.75	\$25.36	\$25.99	\$26.60
SM09	\$22.42	\$23.09	\$23.78	\$24.44	\$25.10	\$25.45	\$25.80	\$26.46	\$27.13	\$27.80	\$28.47
SM10	\$23.99	\$24.72	\$25.43	\$26.15	\$26.88	\$27.23	\$27.59	\$28.32	\$29.03	\$29.74	\$30.47
SM11	\$25.66	\$26.45	\$27.20	\$27.99	\$28.74	\$29.13	\$29.53	\$30.29	\$31.06	\$31.82	\$32.60

<b>LRMC FY 2012-2013</b>	0 (Min)	1	2	3	4	Mid Point (not a step)	5	6	7	8	9
SM01	\$12.56	\$12.93	\$13.32	\$13.68	\$14.08	\$14.26	\$14.44	\$14.82	\$15.20	\$15.58	\$15.95
SM02	\$13.31	\$13.69	\$14.11	\$14.49	\$14.91	\$15.10	\$15.31	\$15.69	\$16.11	\$16.49	\$16.89
SM03	\$14.12	\$14.54	\$14.96	\$15.40	\$15.80	\$16.02	\$16.24	\$16.66	\$17.09	\$17.51	\$17.92
SM04	\$14.95	\$15.41	\$15.83	\$16.30	\$16.75	\$16.97	\$17.19	\$17.64	\$18.10	\$18.53	\$18.99
SM05	\$15.84	\$16.33	\$16.80	\$17.29	\$17.75	\$17.99	\$18.24	\$18.71	\$19.19	\$19.66	\$20.14
SM06	\$16.97	\$17.48	\$17.99	\$18.49	\$19.00	\$19.26	\$19.51	\$20.03	\$20.53	\$21.04	\$21.55
SM07	\$18.16	\$18.70	\$19.25	\$19.78	\$20.34	\$20.61	\$20.87	\$21.43	\$21.96	\$22.51	\$23.05
SM08	\$19.43	\$20.01	\$20.59	\$21.17	\$21.75	\$22.05	\$22.34	\$22.92	\$23.51	\$24.08	\$24.67
SM09	\$20.78	\$21.42	\$22.03	\$22.65	\$23.27	\$23.59	\$23.89	\$24.53	\$25.15	\$25.77	\$26.39
SM10	\$22.24	\$22.90	\$23.58	\$24.24	\$24.91	\$25.25	\$25.58	\$26.25	\$26.91	\$27.58	\$28.25
SM11	\$23.79	\$24.51	\$25.23	\$25.93	\$26.65	\$27.01	\$27.36	\$28.09	\$28.80	\$29.51	\$30.22

## APPENDIX D

### Skilled Maintenance Year Four (2013-2014)

MRMC FY 2013-2014	0 (Min)	1	2	3	4	Mid Point (not a step)	5	6	7	8	9
SM01	\$13.84	\$14.25	\$14.67	\$15.08	\$15.48	\$15.70	\$15.91	\$16.32	\$16.75	\$17.15	\$17.56
SM02	\$14.67	\$15.10	\$15.54	\$15.98	\$16.43	\$16.65	\$16.86	\$17.30	\$17.74	\$18.18	\$18.63
SM03	\$15.56	\$16.02	\$16.48	\$16.96	\$17.40	\$17.66	\$17.88	\$18.35	\$18.82	\$19.28	\$19.75
SM04	\$16.47	\$16.97	\$17.46	\$17.96	\$18.45	\$18.70	\$18.95	\$19.44	\$19.94	\$20.43	\$20.92
SM05	\$17.45	\$17.98	\$18.49	\$19.03	\$19.54	\$19.81	\$20.07	\$20.59	\$21.12	\$21.64	\$22.16
SM06	\$18.67	\$19.24	\$19.78	\$20.35	\$20.90	\$21.20	\$21.46	\$22.04	\$22.58	\$23.16	\$23.72
SM07	\$19.98	\$20.58	\$21.18	\$21.78	\$22.37	\$22.68	\$22.96	\$23.57	\$24.17	\$24.78	\$25.37
SM08	\$21.37	\$22.03	\$22.66	\$23.31	\$23.93	\$24.25	\$24.57	\$25.25	\$25.87	\$26.51	\$27.13
SM09	\$22.87	\$23.55	\$24.26	\$24.93	\$25.60	\$25.96	\$26.32	\$26.99	\$27.67	\$28.36	\$29.04
SM10	\$24.47	\$25.21	\$25.94	\$26.67	\$27.42	\$27.78	\$28.14	\$28.89	\$29.61	\$30.33	\$31.08
SM11	\$26.17	\$26.98	\$27.74	\$28.55	\$29.31	\$29.71	\$30.12	\$30.90	\$31.68	\$32.46	\$33.25

LRMC FY 2013-2014	0 (Min)	1	2	3	4	Mid Point (not a step)	5	6	7	8	9
SM01	\$12.75	\$13.12	\$13.52	\$13.89	\$14.29	\$14.47	\$14.66	\$15.04	\$15.43	\$15.81	\$16.19
SM02	\$13.51	\$13.90	\$14.32	\$14.71	\$15.13	\$15.33	\$15.54	\$15.93	\$16.35	\$16.74	\$17.14
SM03	\$14.33	\$14.76	\$15.18	\$15.63	\$16.04	\$16.26	\$16.48	\$16.91	\$17.35	\$17.77	\$18.19
SM04	\$15.17	\$15.64	\$16.07	\$16.54	\$17.00	\$17.22	\$17.45	\$17.90	\$18.37	\$18.81	\$19.27
SM05	\$16.08	\$16.57	\$17.05	\$17.55	\$18.02	\$18.26	\$18.51	\$18.99	\$19.48	\$19.95	\$20.44
SM06	\$17.22	\$17.74	\$18.26	\$18.77	\$19.29	\$19.55	\$19.80	\$20.33	\$20.84	\$21.36	\$21.87
SM07	\$18.43	\$18.98	\$19.54	\$20.08	\$20.65	\$20.92	\$21.18	\$21.75	\$22.29	\$22.85	\$23.40
SM08	\$19.72	\$20.31	\$20.90	\$21.49	\$22.08	\$22.38	\$22.68	\$23.26	\$23.86	\$24.44	\$25.04
SM09	\$21.09	\$21.74	\$22.36	\$22.99	\$23.62	\$23.94	\$24.25	\$24.90	\$25.53	\$26.16	\$26.79
SM10	\$22.57	\$23.24	\$23.93	\$24.60	\$25.28	\$25.62	\$25.96	\$26.64	\$27.31	\$27.99	\$28.67
SM11	\$24.15	\$24.88	\$25.61	\$26.32	\$27.05	\$27.41	\$27.77	\$28.51	\$29.23	\$29.95	\$30.67

## APPENDIX E

### Skilled Maintenance Year Five (2014-2015)

<b>MRMC FY 2014-2015</b>	0 (Min)	1	2	3	4	Mid Point (not a step)	5	6	7	8	9
SM01	\$14.19	\$14.61	\$15.04	\$15.46	\$15.87	\$16.10	\$16.31	\$16.73	\$17.17	\$17.58	\$18.00
SM02	\$15.04	\$15.48	\$15.93	\$16.38	\$16.84	\$17.07	\$17.28	\$17.73	\$18.18	\$18.63	\$19.10
SM03	\$15.95	\$16.42	\$16.89	\$17.38	\$17.84	\$18.10	\$18.33	\$18.81	\$19.29	\$19.76	\$20.24
SM04	\$16.88	\$17.39	\$17.90	\$18.41	\$18.91	\$19.16	\$19.42	\$19.93	\$20.44	\$20.94	\$21.44
SM05	\$17.89	\$18.43	\$18.95	\$19.51	\$20.03	\$20.30	\$20.57	\$21.10	\$21.65	\$22.18	\$22.71
SM06	\$19.14	\$19.72	\$20.27	\$20.86	\$21.42	\$21.73	\$22.00	\$22.59	\$23.14	\$23.74	\$24.31
SM07	\$20.48	\$21.09	\$21.71	\$22.32	\$22.93	\$23.24	\$23.53	\$24.16	\$24.77	\$25.40	\$26.00
SM08	\$21.90	\$22.58	\$23.23	\$23.89	\$24.53	\$24.86	\$25.18	\$25.88	\$26.52	\$27.17	\$27.81
SM09	\$23.44	\$24.14	\$24.87	\$25.55	\$26.24	\$26.61	\$26.98	\$27.66	\$28.36	\$29.07	\$29.77
SM10	\$25.08	\$25.84	\$26.59	\$27.34	\$28.11	\$28.47	\$28.84	\$29.61	\$30.35	\$31.09	\$31.86
SM11	\$26.82	\$27.65	\$28.43	\$29.26	\$30.04	\$30.45	\$30.87	\$31.67	\$32.47	\$33.27	\$34.08

<b>LRMC FY 2014-2015</b>	0 (Min)	1	2	3	4	Mid Point (not a step)	5	6	7	8	9
SM01	\$13.01	\$13.38	\$13.79	\$14.17	\$14.58	\$14.76	\$14.95	\$15.34	\$15.74	\$16.13	\$16.51
SM02	\$13.78	\$14.18	\$14.61	\$15.00	\$15.43	\$15.63	\$15.85	\$16.25	\$16.68	\$17.07	\$17.48
SM03	\$14.62	\$15.06	\$15.48	\$15.94	\$16.36	\$16.59	\$16.81	\$17.25	\$17.70	\$18.13	\$18.55
SM04	\$15.47	\$15.95	\$16.39	\$16.87	\$17.34	\$17.57	\$17.80	\$18.26	\$18.74	\$19.19	\$19.66
SM05	\$16.40	\$16.90	\$17.39	\$17.90	\$18.38	\$18.63	\$18.88	\$19.37	\$19.87	\$20.35	\$20.85
SM06	\$17.56	\$18.09	\$18.63	\$19.15	\$19.68	\$19.94	\$20.20	\$20.74	\$21.26	\$21.79	\$22.31
SM07	\$18.80	\$19.36	\$19.93	\$20.48	\$21.06	\$21.34	\$21.60	\$22.19	\$22.74	\$23.31	\$23.87
SM08	\$20.11	\$20.72	\$21.32	\$21.92	\$22.52	\$22.83	\$23.13	\$23.73	\$24.34	\$24.93	\$25.54
SM09	\$21.51	\$22.17	\$22.81	\$23.45	\$24.09	\$24.42	\$24.74	\$25.40	\$26.04	\$26.68	\$27.33
SM10	\$23.02	\$23.70	\$24.41	\$25.09	\$25.79	\$26.13	\$26.48	\$27.17	\$27.86	\$28.55	\$29.24
SM11	\$24.63	\$25.38	\$26.12	\$26.85	\$27.59	\$27.96	\$28.33	\$29.08	\$29.81	\$30.55	\$31.28

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## **LETTER OF UNDERSTANDING Supplemental Disability Insurance**

**THIS LETTER OF UNDERSTANDING** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between **McLaren Health Care Corporation** (hereinafter referred to as MHCC or the "Employer") and the **AFSCME Council 25** and its **Skilled Maintenance Local 2818** (hereinafter referred to as the "Union").

In the spirit of cooperation, the parties listed above have reached the following agreements regarding supplemental disability insurance (such as AFLAC):

1. The parties listed above will work together in an attempt to meet the IRS regulations that would allow premiums for supplemental disability insurance coverage (such as AFLAC) to be made in pre-tax dollars effective on or before January 1, 2003.
2. To meet such requirements, the Union and/or the supplemental disability insurance carrier (such as AFLAC) will prepare or pay for the preparation of documents to amend any Section 125 documents.
3. The Union and/or the supplemental disability insurance carrier (such as AFLAC) will continue full administration of the program. Specifically, the Employer's role is limited to continuing payroll deductions as authorized by union members. The Union and/or the supplemental disability insurance carrier (such as AFLAC) will continue all follow-up activities for uncollected premiums.
4. The parties realize and agree that missed premiums (or any uncollected premiums) which are paid at a later time will not be paid in pre-tax dollars. Late premium payments are paid in after tax dollars.
5. The Union and/or supplemental disability insurance carrier (such as AFLAC) will assume the costs of reprinting any required Summary Plan Descriptions and will distribute them as required by IRS regulations.

The items listed above constitute the full agreement between the parties and there are no additional understandings between the parties on this matter which are not included in this Letter of Understanding.

FOR THE EMPLOYER:

Rozlyn E. Kelly 2/11/02  
By: Rozlyn E. Kelly  
Its: Corp. Dir./ Labor Relations

Debra Williams 2/8/02  
By: Debra Williams  
Its: Chief HR Officer

Amy Dorr  
By: Amy Dorr  
Its: HR Director

Monte Oberlee  
By: Monte Oberlee  
Its: Director of Engineering

FOR THE UNION:

Kenneth L. Stovall 2/8/02  
By: Kenneth L. Stovall  
Its: Staff Representative  
AFSCME, Council 25

Rick Pizzala 8 FEB 02  
By: Rick Pizzala  
Its: President  
AFSCME, Local 2818  
Skilled Trades

Rick Graham 2-8-02  
By: Rick Graham  
Its: Committee Member  
AFSCME, Local 2818  
Skilled Trades

Raymond Jackson  
By: Raymond Jackson  
Its: Committee Member  
AFSCME, Local 2818  
Skilled Trades