

K#: 9184

AGREEMENT BY AND BETWEEN
ST. VINCENT MERCY MEDICAL
CENTER AND LOCAL 12

UNITED AUTOMOBILE,
AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA

OCTOBER 25, 2006
THROUGH
OCTOBER 24, 2009



ST. VINCENT
Mercy Medical Center

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REGISTERED NURSE

AGREEMENT

This Agreement made and entered into this 2nd of November, 2006 by and between St. Vincent Mercy Medical Center (hereinafter referred to as the "Employer"), and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America and its Local 12 (hereinafter referred to as the "Union") for employees in the classifications set forth in Attachment A, who are employed at the locations listed in Attachment B.

ARTICLE 1 **RECOGNITION**

Section 1.1. Recognition. The Employer recognizes the Union as the sole collective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the Registered Nurse classifications set forth in Attachment A at the Employer's facilities listed in Attachment B, with the exception of all business office clerical employees, confidential employees, technical employees, service employees, professional employees, physicians, guards, supervisors, employees of any corporation or entity which is not covered by the National Labor Relations Board certification, employees covered by any other collective bargaining agreement, temporary employees and agency employees as defined in this Agreement, or other persons employed by an employer other than the Employer, students/interns or similar persons, and all other employees who are not in classifications listed in Attachment A.

This Section is limited strictly to recognition of the Union as a bargaining agent as required by the provisions of

the National Labor Relations Act and shall not be interpreted or expanded in any other manner or for any other purpose.

ARTICLE 2

DEFINITIONS

Section 2.1. Employee: Employee(s) means a person who is employed by the Employer.

Section 2.2. Employee - Full-time: An employee(s) who is in a position budgeted for at least thirty-six (36) hours per week shall be classified as a full-time employee. An employee(s) who is in a position budgeted for seventy-two (72) hours in a two-week pay period shall be considered a full-time employee for both weeks.

For operational reasons, the Employer may determine, for purposes of fringe benefit eligibility, to consider a group of employees as full-time even though they are regularly scheduled to work less than thirty-six (36) hours.

Section 2.3. Employee - Part-time: An employee(s) who is in a position budgeted for at least sixteen (16) hours per week, but less than thirty-six (36) hours per week, shall be classified as a part-time employee(s) unless covered by the second paragraph of Section 2.2. Employee(s) who is in a position budgeted for at least thirty-two (32) hours, but less than seventy-two (72) hours in a two-week pay period shall be considered a part-time employee for both weeks.

In the event a full-time employee goes on a leave of absence and the Employer determines to fill their position during the leave, the Employer shall determine, prior to such leave commencing, if possible, whether a part-time, supplemental, contingent or per diem employee in the affected classification and unit wishes to fill such full-time employee's position on a temporary basis. The senior part-

time, supplemental, contingent or per diem employee in the classification and unit who indicates such interest in response to a unit posting shall be given preference. While the part-time, supplemental, or contingent employee temporarily fills the full-time employee's position, they shall be treated as a full-time employee for eligibility for insured benefits under Article 22, commencing with the first of the month following the month in which such employee makes such election. Such full-time employee benefits shall cease beginning with the first of the month following the month in which such employee no longer fills the temporary full time position. If a per diem employee fills the temporary position, they shall be paid the wage rate applicable to a full time employee, which is consistent with the length of the per diem employees licensure, and they would be eligible for benefits as per this agreement. For purposes of this paragraph, Clinical Nurse II, III, and IV shall be considered as being in the same classification.

If a part-time, supplemental, contingent or per diem employee in the unit does not accept such position, the Employer may fill such position during the period of the leave of absence in any manner it determines, including offering additional hours in the unit, hiring a temporary person or using agency employees. Nothing in this Section prohibits the Employer from soliciting employees outside of the unit to fill such available hours. This solicitation process, if used, is informal and is not intended to create any obligation for the Employer, including any obligation to select a particular employee(s) if more than one employee responds to such solicitation. The picking up of such additional hours as provided in this paragraph will not result in a change of status.

If the employee on a leave of absence does not return to work within the 120 days provided in Article 12, Section

12.1(l), the job shall be posted under Article 11, Section 11.2.

Section 2.4. Employee - Supplemental: An employee(s) who is in a position budgeted for less than sixteen (16) hours per week, and is regularly scheduled to work on a shift shall be classified as a supplemental employee. An employee(s) who is in a position budgeted for less than thirty-two (32) hours in a two (2) week pay period and is regularly scheduled to work on a shift shall be considered a supplemental employee(s) for both weeks.

Section 2.5. Employee - Contingent: An employee who is scheduled for a minimum of two shifts per month, and is not classified as a supplemental employee or a per diem employee. If a contingent employee does not work during any continuous six (6) month period, he/she will lose seniority and be considered not employed by the Employer. However, for purposes of computing such six (6) months, a contingent employee scheduled to work and precluded from working due to VTO/MTO will be considered as having worked.

Section 2.6. Employee - Per Diem: An employee who is employed on a day-by-day basis and added to the schedule as needed. Except as provided in Attachment N a per diem employee is not eligible for fringe benefits or premium pay provided under this Agreement. A per diem employee will be paid a fixed rate negotiated with the Union. A per diem is not guaranteed any hours or work. If a per diem employee does not work during any continuous six (6) month period, he/she will lose seniority and be considered not employed by the Employer. However, for purposes of computing such six (6) months, a per diem employee scheduled to work and precluded from working due to VTO/VTU/MTO/MTU will be considered as having

worked. Except as modified by this Section, per diems are covered by this Agreement.

Section 2.7. Employee - Temporary: An employee(s) employed to fill a specific vacancy for a limited, defined period of time up to one-hundred twenty (120) calendar days. The Employer shall provide the bargaining unit Chairperson with an electronic list of Temporary Employees on a monthly basis. The period of one hundred twenty (120) calendar days may be extended by written agreement between the Employer and the bargaining unit Chairperson.

Section 2.8. Employee - Agency: An employee(s) employed by an employer other than the Employer and leased to the Employer. The Employer shall provide the bargaining unit Chairperson with an electronic list of agency employees on a monthly basis.

Section 2.9. Employee - Weekend Staffing. An employee scheduled to work a defined number of weekends per year or scheduled to work a number of weekend hours per week. Applicable terms and conditions for weekend staffing employees are set forth in Attachment N, (1), (2) and (3). Weekend staffing employees will be paid a fixed rate negotiated with the Union. Except as provided in Attachment N, weekend staffing employees are covered by this Agreement.

Section 2.10. Employer: Employer means St. Vincent Mercy Medical Center, a wholly owned subsidiary of Mercy Health Partners.

Section 2.11. Administrative Director: Administrative Director is a person in charge of a department or several departments of the Employer.

Section 2.12. Manager/Supervisor: A Manager/Supervisor is a person responsible for directing, including scheduling and transferring, the work of the employees, and who has disciplinary authority.

Section 2.13. Facility: Facility is the place where the employee is employed.

Section 2.14. Leave of Absence: A leave of absence is the period of an authorized leave from work from the Employer for a period of seven (7) consecutive days or more and is granted consistent with Article 12. Periods of less than seven (7) consecutive days will be covered under the Attendance Control Policy.

Section 2.15. Status: Status means an employee's condition of employment as full-time, part-time, supplemental, contingent, or per diem.

Section 2.16. Days: For purposes of the Grievance Procedure, the word "days" means calendar days, excluding Saturdays, Sundays, and holidays recognized under this Agreement. For all other purposes, days means calendar days.

Section 2.17. Designee: Designee means a person who has authority to act in place of a person designated in this Agreement to perform any function.

Section 2.18. Effective Date of Agreement: Unless otherwise specified in this Agreement, or by mutual agreement of the parties as to the implementation of specific provisions of this Agreement, the effective date of this Agreement is the day following ratification of this Agreement by the Union.

ARTICLE 3

UNION – SECURITY

Section 3.1. Union Memberships – Future Employees.

Employees who transfer into the bargaining unit or who are hired into it shall become members of the Union upon completion of their probationary period consistent with the applicable provisions of the law. Union dues shall not be deducted from the employee's pay until the pay period following the pay period in which the employee completes their probationary period.

Section 3.2. Satisfaction of Membership Requirement.

Under Section 3.1, an employee shall satisfy the requirement of membership by tendering to the Union the uniform initiation fee and the financial core membership dues as permitted by law.

Section 3.3. Termination For Failure to Tender Dues.

Any employee to whom membership in the Union is denied or whose membership is terminated by the Union by reason of his failure to tender such initiation fee and membership dues shall not be retained in the bargaining unit. No employee shall be terminated under this Section however, unless the Union has first notified such employee by letter addressed to their last known address of their delinquency and warning them that unless such fees and dues are tendered within seven (7) days they will be reported to the Employer for termination of employment as provided herein. The Union will furnish a copy of such letter to the Employer's Chief Human Resources Officer or designee on the same date that it mails the letter to the employee.

If the Union notifies the Employer's Chief Human Resources Officer or designee that an employee has failed to tender his/her delinquency within such seven (7) days and is subject to termination, the Employer within thirty (30) days

of receiving such notice, will terminate the delinquent employee, provided the Union has advised the employee of all of his/her legal rights.

ARTICLE 4 **CHECK-OFF**

Section 4.1. Union Dues Check-Off. The Employer agrees to deduct dues of employees subject to the Union security provisions of this Agreement, to the extent that such employees have executed the Union's assignment, authorization and direction.

Dues shall be deducted commencing with the pay period following the pay period in which the employee completes his probationary period. Such dues shall be deducted from every pay check issued, provided the employee has sufficient net earnings to cover such deductions, and remitted to the Union not later than ten (10) days after the last pay day in the month in which they are deducted. The amount of such deductions together with an alphabetical list of those for whom deductions have been made and a list from whom deductions were made in the past but are not being made in the current pay shall be remitted to the Financial Secretary of Local 12 of the Union within ten days of the last pay day in the month. In cases where a deduction is not in conformity with the provisions of the Union's Constitution or By-Laws, or such deduction has already been remitted to the Union, refunds will be made by the Union.

Section 4.2. Employer Held Harmless. The Union agrees to hold the Employer harmless, including any costs for attorney fees, as a result of the Employer deducting dues for the Union as provided in this Article.

Section 4.3. V-Cap Deduction. The Employer agrees to deduct from the pay of members of the Union who authorize such deductions by completing an Authorization and Check-Off Contribution to the UAW V-CAP form. Deductions shall be made only in accordance with the provisions and in the amounts designated on the V-CAP forms. A properly executed V-CAP form delivered to and on file with the Employer shall be a prerequisite and precondition to the deduction of such monies.

The deductions shall be deducted from every paycheck issued in each calendar month, provided there are sufficient funds, and an electronic report indicating the amount deducted, will be forwarded to the UAW V-CAP on a monthly basis, together with a list of names of the Union members within the bargaining unit covered by this Agreement for whom deductions have been made. The Employer further agrees to furnish UAW V-CAP with a yearly report of each Union member's deductions.

The Union shall protect and hold the Employer harmless from any and all claims, demands, suits and other forms of liability by reason of actions taken by the Employer to comply with this Article.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.1. Management Rights. The Union recognizes and agrees that the Employer retains sole and exclusive responsibility for the management, control and operation of the business and complete authority to exercise those rights and powers incidental thereto, including by way of general example and not by limitation, exclusive right and authority to determine the number and location of its buildings, facilities, and services, and to determine whether to open or close facilities, branches, clinics, or any other

type of facility, merge with hospitals, hospital systems, and the number, type and kind of services to be rendered by the Employer; to determine all methods of marketing, advertising, promoting and rendering its services, including the prices to be charged therefore, and the exclusive right to approve all contracts for any of its services; to make all financial decisions, including the accounting, bookkeeping and other record keeping methods and procedures, to determine the organizational and business entity structure of the Employer; to determine whether to transfer, lease, sell, merge, or discontinue the entire business operation or any part thereof; to determine the methods of providing services, schedules of employees, to determine whether to purchase any materials or goods or services from other persons; to subcontract work; the right to determine the number of employees to be hired, employed and working, and the selection, promotion or transfer of employees to supervisory, managerial, or other positions outside the bargaining unit; the right to establish the starting and quitting time, the number of hours to be worked, and the business hours of all of its facilities; the right to establish and maintain and enforce reasonable work rules and regulations; to determine the allocation and assignment of work to employees, it being understood and agreed by the Employer and the Union that the general nature of the Employer's operations requires employees to be employed interchangeably in various positions, and that any employee may be assigned duties in other areas of work as needed. The above rights of management are not all inclusive, but only indicative of the type of matters or rights which belong to and are inherent to the Employer.

Section 5.2. Management Rights Retained.

Additionally, it is understood and agreed that all rights, powers and authority of the Employer are retained by the Employer, except those specifically abridged or modified by

the Agreement and any supplementary agreements that may hereafter be made.

Section 5.3. Management Rights Re: Work Force. In addition to the foregoing exclusive responsibilities of management, it is further recognized that the Employer has the responsibility for the selection and direction of the working forces, including the right to hire, to discipline, to maintain discipline and order, suspend or discharge for just cause, to promote or permanently transfer, to relieve employees from duty because of lack of work, or for other reasons determined by the Employer, subject only to specific terms of this Agreement and to the grievance procedure.

Section 5.4(a). Subcontracting -- Prior to Ratification or Agency Persons. Subject to sub Sections (b) and (c), bargaining unit work being performed by bargaining unit employees on the effective date of this Agreement will generally be performed by members of the bargaining unit. This Section does not apply to any work subcontracted before the date of the Union's ratification of this Agreement, or the use of agency persons consistent with the terms of this Agreement.

Section 5.4(b). Subcontracting - Duration of Less Than One Month or During Emergency. The Employer may subcontract any work which is less than one (1) month's duration or results from an emergency. However, with respect to subcontracting of less than one (1) month and subcontracting due to an emergency, if possible, the Employer will notify the Union's Chairperson of the bargaining unit of the subcontracting and the reasons and length prior to the commencement of the subcontracting.

For purposes of this Section, "emergency" shall mean those situations which occur as a result of unforeseen

circumstances and require the commencement of the subcontracting within a time frame which precludes the Employer from giving the advance notices and meeting with the Union as provided in this Article.

Section 5.4(c). Subcontracting – Future Work in General. The Employer may also subcontract bargaining unit work whenever such subcontracting does not result in the actual layoff from work, or the actual reduction of straight time hours of bargaining unit employees. In addition the Employer may subcontract bargaining unit work which may result in such layoff or reduction of hours provided: (1) it has given the Union notice at least thirty (30) days in advance of the effective date of such subcontracting, and, (2) at the Union's request, negotiate with the Union about alternatives to such subcontracting. In addition the Employer agrees that it will not subcontract work to discriminate against the Union or employees covered by this Agreement because of their Union affiliation, and will not subcontract work if it has available equipment and employees with the required expertise, and, on an economic basis, and/or efficiency basis the performance of such work by employees will be as economically advantageous as performing the work on a subcontract basis.

Section 5.5. Lease of Facilities. The Union recognizes that the Employer may lease a part of its facility to a third party which is not legally related to the Employer, and which employs its own employees, and establishes its own terms and conditions of employment for those employees.

Nothing contained in this Agreement prohibits such lease and the Employer and Union recognize that this Agreement shall not be binding on such lessee. This provision is not applicable to the Employer subcontracting

its own work or services to a contractor. Subcontracting is covered by Article 5, Section 5.4.

Section 5.6(a). Job Redesign/Merger of Jobs. The Employer and the Union recognize that the ultimate responsibility of determining job content and job responsibilities rest with the Employer. To the extent that, in determining such job content and responsibilities, the Employer determines to redesign the essential job content and responsibilities of a job or to merge job classifications, it will notify the Chairperson of the bargaining unit of its intent, as provided in Section 5.9.

In redesigning job content and responsibilities, the Employer subscribes to the principle, as provided in Section 5.9, that seeking employee input is valuable, provided that nothing in subscribing to this principle in any way erodes the Employer's responsibility of making the final determination, nor requires employee input if circumstances make seeking such input impractical for morale, technical, or strategic reasons.

Section 5.6(b). Job Elimination Due to Redesign or Merger. In the event an employee's job is eliminated as a result of a job redesign or merger and they are permanently laid off from their classification, they shall exercise their seniority as provided under Article 11, Section 11.2 to bid for open or posted jobs, or under Article 11, Section 11.4 to displace another employee. In either event, the employee exercising their seniority shall receive a trial period as if he had bid for a vacancy under Article 11, Section 11.2.

Section 5.7. Job Redesign/Merger/New Job Classification -- Pay Rate. In the event the Employer determines to establish a new classification or to redesign a classification by materially changing the essential job responsibilities or qualifications of that classification, or to

merge classifications, the Chairperson of the bargaining unit will be notified at least fourteen (14) days in advance of the effective date of such classification, redesign or merger, and the Employer will negotiate with the Union concerning the applicable rate of pay. In the event the Employer and the Union are unable to reach agreement on such wage rate within such fourteen (14) days, the Employer may implement the classification and wage rate, subject to the Union grieving such wage rate. Such grievance shall proceed directly to Step Four of the Grievance Procedure. In reviewing such wage rate, the arbitrator must base their determination on the comparative relationship between the qualifications and responsibilities for the new job or redesigned or merged job classification and existing job classifications in the bargaining unit, and may select only the last offer of the Employer or the Union.

Section 5.8. Relocation of Service/Unit/Operation. In the event a service or unit or operation or sub-division thereof is physically transferred from the Employer to a related entity within a radius of thirty miles of the Employer's main campus on Cherry Street of Toledo, Ohio, the Employer will notify the Union thirty (30) days in advance of the effective date of such transfer and review with the Union the reasons for such transfer. The Employer agrees that such transfer will be for sound and compelling business reasons, and will not be for discriminating against the Union or the employees covered by this Agreement because of their representation by the Union.

For purposes of this Section, a related entity is defined as St. Charles Mercy Hospital, St. Anne Mercy Hospital, Mercy College of Northwest Ohio, or other similar entities or corporations formed after the ratification date of this Agreement, in which the Employer is a partial owner of the entity and involved in the management of the operation.

Employees affected by the decision will be offered the following options: (a) to transfer to the other entity, provided there are available jobs; or (b) to exercise their seniority as provided in this Agreement.

If an employee accepts a transfer to another entity related to the Employer, the employee shall not suffer any reduction in their wage rate; if, after the transfer, a staffing reduction occurs at the other entity which affects such employee, the employee's continuous service with the Employer and the other entity will be recognized.

Although an employee accepting transfer to a related entity will not be covered by this Agreement, an employee electing a transfer will retain seniority within the bargaining unit which was accrued as of the date of transfer. As a result, such an employee may elect to use their seniority to bid for open positions in the bargaining unit, or to exercise their seniority within the bargaining unit, if laid off as a result of a reduction in force at the related entity to which they were transferred.

Section 5.9. Job Security Committee. The Union is committed to the success of St. Vincent Mercy Medical Center and recognizes that the job security of its employees depends upon Employer's success in providing quality patient service in a cost effective manner.

Therefore, consistent with Section 5.6(a), prior to making a final determination regarding the redesign of a classification's essential content and responsibilities, or the merger of classifications or unit, or the transfer of essential job responsibilities from one classification or bargaining unit to another classification or bargaining unit ("change") the Employer will give the Union Chairperson(s) 30 days notice prior to the implementation of such proposed change if the change will result in the layoff of employees, or

reduction of straight time hours, or have a major adverse impact on employees in the classification(s), such as requiring all employees in the classification(s) in the applicable unit to re-bid jobs.

The Union Chairperson(s) and the Chief Human Resources Officer will convene the Job Security Committee, consisting of the Union Chairpersons and the remainder of the Bargaining Committee members representing the affected bargaining units, and one representative of the Union's choosing from each of the affected units and up to an equal number of Employer representatives.

The Committee will meet within ten (10) days after the notice is given to discuss alternatives or modifications, and identify any possible negative financial impact to employees.

While the ultimate goal of the Committee is to seek mutual endorsement of any change and to encourage to the fullest degree friendly and cooperative relations between the respective representative at all levels, nothing in stating that goal in any way erodes the Employer's right to make the final decision(s) as provided in Section 5.1 and 5.6 of this Agreement.

Every six to twelve (6-12) months, and ongoing, following a change as provided above, mutually agreed upon quality assessment evaluations of the determination will be conducted by this Committee.

Section 5.10. Work Rules Changes. Regarding the Employer's right to change its work rules, the Employer shall give the Union at least sixty (60) days notice of any changes in such rules, and during such sixty (60) day period, at the Union's request, meet and review with the Union, the change(s), and the reasons for such changes(s).

Within seven (7) days after its implementation, the Union may grieve at Step Three of the Grievance Procedure, the appropriateness and reasonableness of such rule changes and whether it meets the just cause standard for discipline, provided in Article 5, Section 5.3.

For purposes of this section, “change” means additions, deletions from, or modifications of any rule.

Section 5.11. Negotiations – Waiver of Right to Bargain. 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, and that the understandings and agreements arrived at by the parties after the exercise of the 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 agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or 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 or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

Section 5.12. Entirety of Agreement. Subject to the Management Rights provisions of this Agreement, the Employer and the Union agree that this Agreement sets forth the entire Agreement between the parties as to terms and conditions governing employment of employees in the bargaining unit.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 6.1. Grievance Defined and Grievance Steps.

A grievance is defined as a dispute with respect to an alleged violation or with respect to the interpretation of this Agreement, and shall include any and all disciplinary actions taken by the Employer, provided that, "Employee Conferences" or "Coachings" shall not be deemed disciplinary actions taken by the Employer. Therefore, such action will not be considered a "grievance" and, therefore, excluded from application of the procedure set forth in this Article. Employee conference/coaching forms will only be used, considered or raised by the Union or the Employer in any phase of the grievance process under the following circumstances: (i) when the conduct at issue is related to the conduct that was the subject of a prior conference/coaching session; or (ii) to rebut a claim by an employee of a good work record.

To be considered a grievance, such dispute has to be processed in the following manner:

STEP ONE: When an employee(s) has a grievance, they shall first notify their Manager/Supervisor, or designee, and discuss the grievance with them; at the employee's request, the employee may have the steward assigned to process grievances for their area present. Such discussion must take place within five (5) days after the incident, which gave rise to the grievance, initially occurred.

STEP TWO: If the grievance is not satisfactorily settled at Step One, the employee(s) may so inform the steward assigned to process grievances for their area, who shall, if they believe the grievance should be processed, discuss the grievance with a Bargaining Committee member who shall reduce the grievance to writing within five (5) days after the

discussion at Step One on a standard form, in triplicate, and signed by the employee(s) involved, and presented to the Administrative Director or Manager/Supervisor of the employee's unit. The grievance must specify the facts which it is based on, cite the section(s) alleged to have been violated, the date on which the Step One discussion occurred, the Manager/Supervisor involved in the Step One discussion, and the resolution requested. Such Administrative Director or Manager/Supervisor, or their designee, shall within five (5) days after receipt of the grievance, state their disposition of the grievance in writing on the grievance form, sign their name thereto, and give it to the Union's Chairperson of the Bargaining Committee.

STEP THREE: If the Administrative Director's or Manager's/Supervisor's, or their designee's, answer is not agreeable, the Union may appeal the grievance to the Employer's Chief Human Resources Officer, or their designee, by giving them written notice of such appeal within five (5) days after the answer at Step Two is received by the Union's Chairperson of the Bargaining Committee. The Employer's Chief Human Resources Officer, or their designee, the Administrative Director or Manager/Supervisor for the unit in which the employee works, and one other Employer representative, and the Union's Chairperson of the Bargaining Committee, one other Union representative involved, and the Grievant shall meet to review the grievance within fifteen (15) calendar days after the appeal is received by the Chief Human Resources Officer. The Employer's Chief Human Resources Officer, or their designee, shall give their answer to the Union's Chairperson of the Bargaining Committee within ten (10) days after such meeting. A representative of the International Union may at the Union's discretion be present at the Step Three meeting.

STEP FOUR: If the Employer's answer at Step Three is not agreeable to the Union, it may, if done within thirty (30) days after the Union's Chairperson receives the Employer's Step Three answer, appeal the grievance to arbitration. The appeal shall be taken within such thirty (30) days by a written notice to the Employer's Chief Human Resources Officer, or designee, which is signed by the Union's Chairperson, or designee, and by on line notice filed with the Federal Mediation and Conciliation Service ("FMCS"). The FMCS filing fee will be paid on an alternating basis, beginning with the Employer making the first payment.

The arbitrator shall be selected by the Employer and the Union alternatively striking a name from the panel of arbitrators received from the FMCS, with the last remaining arbitrator being the person selected to hear the grievance. Each party may reject one list submitted by the FMCS. Unless otherwise agreed, the list furnished by the FMCS shall contain seven (7) names.

Grievances shall be arbitrated separately, unless otherwise agreed by the Employer and the Union.

Arbitrations shall be held at a mutually convenient site selected by the Employer and the Union.

The Arbitrator's jurisdiction shall be limited to an employee's grievance arising out of the interpretation or application of this Agreement, including any written amendments or supplements hereto, provided, regarding any retirement plan or other deferred compensation plan, or insured benefit plan, whether self insured or otherwise, the arbitrator shall have jurisdiction only to interpret the terms negotiated and set forth in this Agreement regarding such plans, but shall not have any jurisdiction to interpret or apply any of the terms or administration of such plan. The

arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement, or amendments or supplements hereto, or to specify the terms of a new agreement, or to substitute his discretion for that of the Employer or the Union, or to exercise any of their functions or responsibilities. If the grievance concerns matters not within the arbitrator's jurisdiction, it shall be returned to the Employer and Union without decision.

Section 6.2. Arbitrator's Decision. The arbitrator's decision shall be binding on the Employer and the Union and the employees.

Section 6.3. Arbitrator's Fee. The loser on the merits of the grievance shall pay the arbitrator's fee. The arbitrator shall issue his written opinion within thirty (30) days after the close of the record.

Section 6.4. Arbitration – Court Reporter. If either the Employer or the Union requests a court reporter or similar service for an arbitration, the requesting party shall pay such service's fee. The fee for any transcript shall be paid by the party ordering the transcript, or be split if both the Employer and the Union order a transcript.

Section 6.5. Notice of Grievance Representatives. On the date this Agreement is signed, and immediately thereafter upon effectuating any changes, the Employer and the Union shall provide each other the names of their respective representatives who shall act as their representatives at the various steps of the Grievance Procedure.

Section 6.6. Retroactive Claims/Back Wages. The retroactive effect of any claim filed under the Grievance Procedure shall be limited to the five (5) day period prior to the date of the oral presentation of the grievance at Step One

of the Grievance Procedure. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned, less any unemployment or other compensation they may have received from any source of employment during the period in question.

Section 6.7. Binding/Non-Binding Nature of Agreements in Grievance Procedure. An agreement between the Employer and the Union reached at Step Three of the Grievance Procedure is binding on the Employer, the Union, and all employees affected and cannot be changed by an individual employee. Agreements reached at Steps One and Two shall be binding only for purposes of the specific grievance and shall not be precedence for other grievances or an interpretation of this Agreement.

Section 6.8. Grievance Withdrawal. Grievances processed to arbitration may be withdrawn only on written agreement of the Employer and the Union.

Section 6.9. Grievance Time Limits. Time limits specified in the Grievance Procedure are of the essence. If the Union or employee fails to act within the time limits set forth in Steps Two or Three of the Grievance Procedure, the grievance will be deemed to be dropped, and in those cases where the Employer has given an answer, its last answer will be final. If the Employer fails to give an answer within the time limits, the grievance shall automatically proceed to the next step. The time limits provided in this Article may be extended in a written agreement between the Employer and the Union.

Section 6.10. Time During Grievance Process. When an employee or Union representative participates in Steps One through Three of this Grievance Procedure, they shall be granted time off the job and shall not suffer any reduction in their straight time pay or benefits.

If a Union representative authorized to attend the Step Three meeting under this Grievance Procedure is not working at the time that the Step Three meeting is held, they shall be paid at straight time pay, or if they work on the day of such Step Three meeting, but at a time different than the time during which the Step Three meeting occurs, they shall be paid straight time for attendance at such meeting or have a reduction of their work hours on such day as provided in Article 10, Section 10.4.

Additionally, the Chairperson of the Bargaining Committee shall not suffer any reduction in their straight time pay or benefits for attendance at an arbitration proceeding under Step Four. The Employer agrees to arrange for unpaid time off, without reduction of benefits, for any other Union representative or witness necessary for the Union's presentation at the arbitration, provided the Union advises the Employer of the names of such persons at least seven (7) days in advance of the arbitration hearing.

Upon request, the Employer also agrees to arrange for unpaid time off, without reduction of benefits, for the Grievant to attend an arbitration regarding their grievance.

ARTICLE 7

NO STRIKE/NO LOCKOUT

Section 7.1. No Strike/No Work Stoppage/No Picketing. Under no circumstances will the Union, any of its officers, or employees, cause, authorize, or condone, nor will any member of the bargaining unit cause, authorize, condone, or take part in any picketing on the premises or adjacent thereto, strike, sympathy strike, sit-down, stay-in, or slowdown in any building or property of the Employer or any curtailment of work or restriction of work or interference with the operations of the Employer during the term of this Agreement.

Section 7.2. Employer Not Required to Negotiate During Violation of Section 7.1. In the event of any of the activity described in Section 7.1, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until such has ceased.

Section 7.3. Notice to Employees re: Violation of Section 7.1. In the event of any activity described in Section 7.1, the Union's Regional Director shall immediately, upon notice of such activity, instruct the involved employees in writing that their conduct is in violation of the contract, that they may be discharged, and instruct all such persons to immediately cease such conduct.

Section 7.4. Grievance Over Section 7.1 Prohibited Activity. In the event an individual employee or group of employees engages in any of the prohibited activities set forth in Section 7.1 above, the Employer shall have the right, at its discretion, to discipline or discharge such employee or group of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in Section 7.1, the employee or employees may process a grievance limited to the issue of whether they engaged in the prohibited activity, starting at the Third Step of the Grievance Procedure, provided a written grievance is filed with the Employer within the time limit provided at Step One of the Grievance Procedure.

Section 7.5. No Lockout. The Employer agrees that it will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, slowdown or other interference by employees of another employer, such inability to work shall not be declared a lockout, or a slowdown, or stoppage of work by the employees represented by the Union.

ARTICLE 8

SPECIAL CONFERENCES

Section 8.1. Meetings Regarding Mutual Concerns. Unless waived, the Employer and the Union shall meet quarterly to discuss matters of mutual concern, which relate to the terms and conditions of employment of employees in the bargaining unit. Two of these four quarterly Special Conferences shall include all members of the Union Bargaining Committee. Additional Special Conferences may be scheduled by agreement of the Employer and Union. An agenda for such meeting shall be prepared by the Employer and the Union exchanging the items they wish on the agenda at least ten (10) days in advance. If agenda items are not submitted, then the meeting for that quarter shall not take place. Matters to be taken up at the meeting shall be confined to those included on the agenda.

Section 8.2. Grievances Not Subject For Special Conferences. Grievances subject to the grievance procedure are not subjects for discussion in the quarterly meeting.

Section 8.3. Special Conference Attendees. Special Conferences shall be attended by the Chairperson of the Bargaining Committee, or designee, and the Union's International Representative, and the Employer's Chief Human Resources Officer and the Vice President for the work area involved in those agenda items, or their designees. The Employer's Vice President of Human Resources and the Union's Assistant Regional Director may attend such Special Conferences. While the Employer and the Union can agree to have additional persons attend such meetings, they agree that such agreement will be sought only for extraordinary circumstances.

Section 8.4. Special Conference Scheduling and Pay for Chairperson and Bargaining Committee. Special

conferences shall be scheduled during the regular release time provided in Article 10, Section 10.8 for the Chairperson of the Bargaining Committee and they will not suffer any loss of pay or benefits as a result of attendance at such quarterly meeting. Bargaining Committee members attending Special Conferences will be paid for time spent in such Special Conferences.

If the Employer and the Union agree to have an employee other than the Chairperson or member of the Bargaining Committee attend a Special Conference, the employee will not suffer any loss of straight time compensation or benefits as a result of attendance at such meeting.

Section 8.5. Summary of Special Conferences. Within ten (10) days following the meeting, the Employer will prepare and distribute to the Union, a summary of the agenda items discussed, and any agreements reached on the agenda items. If the Union has any objections concerning the summary, the Chairperson of the Bargaining Committee, or designee, shall notify the Chief Human Resources Officer within ten (10) days of receipt of such summary.

Section 8.6. Special Conference Location. Such quarterly meetings shall take place at an Employer facility. If necessary to prepare for the meeting, the Union representatives may meet at a place designated by the Employer up to one (1) hour before such meeting.

Section 8.7. Semi-Annual Meetings With Chairpersons of all Bargaining Units Represented by Union. Unless waived, the Employer and the Union shall meet twice each calendar year to discuss matters of mutual concern which relate to the terms and conditions of employment of employees in the three bargaining units represented by the Union. Such meetings shall be

conducted according to the procedure provided in Sections 8.1 and 8.2 above, scheduled as provided in Sections 8.4 and 8.6, and a summary of the meeting prepared as provided in Section 8.5. The meeting shall be attended by the Chairperson of the Bargaining Committee, or their designee, for each such bargaining unit, and the Union's International Representative, and the Employer's Chief Human Resources Officer and the Vice Presidents for the work area(s) involved, or their designees. The Employer's Vice President of Human Resources and the Union's Assistant Regional Director may attend such Special Conferences. For attendance at such semi-annual meetings, the Chairperson of the Bargaining Committee, or their designee, shall be compensated as provided in Section 8.4 above.

Section 8.8. Labor Management Meetings. The Employer's Chief Human Resources Officer or designee will continue the current practice of meeting with the Chairpersons of the Union's bargaining units to discuss items of mutual concern.

ARTICLE 9

OPERATIONAL IMPROVEMENT/QUALITY ENHANCEMENT MEETINGS

Section 9.1. Operational/Quality Enhancement Meetings. The Employer recognizes that under Joint Commission Accreditation Standards, it has the responsibility for providing an adequate number of qualified employees to provide patient care, and to evaluate improvements for the quality of its services. Under these Standards, the Administrative Director of the unit is to recommend to the Employer's Administration the number of qualified employees to meet this Standard and methods for improvement of services. These functions will be carried out consistent with the Employer's Management Rights as provided in this Agreement. To evaluate these factors, the

Employer will meet with the Chairperson of the Bargaining Committee, and two other members of the bargaining unit as determined by the Union once each calendar month in which a Special Conference is not held to discuss operational improvement/quality enhancement. The Employer's Vice President for Nursing or designee will attend such meeting. The Employer may invite up to two other employees to attend such meeting. An employee attending Operational Improvement/Quality Enhancement Meetings under this Section will be paid for attendance at such meetings.

Section 9.2. Operational/Quality Enhancement Meeting Scheduling. These additional meetings have been agreed to by the Employer and the Union on the basis that such meetings will be for presenting positive ideas regarding operational improvement/quality enhancement, including on a priority basis, matters of staffing. Because of the frequency of such meetings, and the provision for Special Conferences, the meetings will be handled in an expeditious manner, and scheduled in such a manner not to disrupt patient services or work responsibilities. A schedule for such meetings will be set in advance and will take place unless the Union notifies the Employer's Chief Human Resources Officer at least 14 days in advance that the meeting is not required. An agenda for Operational/Quality Enhancement meeting will be prepared by the Employer and the Union exchanging the items they wish on the agenda at least ten (10) days in advance.

ARTICLE 10 **REPRESENTATION**

Section 10.1. Bargaining Committee. Bargaining unit employees shall have the right to be represented by a Bargaining Committee of not more than four (4) members, including the Chairperson of the Bargaining Committee.

The Bargaining Committee shall be distributed and selected in any manner determined by the Union.

For purposes of negotiations of labor agreements, the Employer shall negotiate with the Bargaining Committee and representatives of the Union as representatives of the employees. A member of the Bargaining Committee shall also act at those steps of the Grievance Procedure where they are designated to act as a representative of the Union and the employee, and the Chairperson of the Bargaining Committee shall participate in Special Conferences and Operational/Quality Enhancement Meetings as provided in Articles 8 and 9. In the Grievance Procedure and the Special Conference, a member of the Bargaining Committee can respectively negotiate the resolution of grievances and other subject matters of negotiation.

Section 10.2. Union Steward/Alternate. The Employer shall recognize one (1) Union steward for each 85 bargaining unit employees or major fraction thereof. The Union shall have the right to designate an alternate for each steward who will represent an employee in the Grievance Procedure in the event the steward is not available. If an alternate acts in place of a steward, they shall continue the processing of a grievance as provided in the Grievance Procedure.

The Employer and the Union agree that a steward and an alternate shall be designated to represent employees in processing grievances through the Grievance Procedure in the groups listed in Attachment C.

The listed groups can be modified by agreement of the Employer and the Union.

To act as a steward or alternate, the employee must have one (1) year's seniority and be employed within the group represented.

The steward and the alternate for one group shall not have authority to act as a steward or alternate for any employee in another group or bargaining unit, unless both are not on duty or cannot be released, in which event, an available Bargaining Committee member at work will be contacted. If the steward, alternate, or Bargaining Committee member is not accessible, then a steward from a different group will be notified to handle the processing of a Grievance at Step One.

If a steward, alternate, or Bargaining Committee member is not at work when an employee wishes representation at Step One of the Grievance Procedure, the time period for filing a grievance under the Grievance Procedure will be stayed until such representative is available, provided that in discipline matters involving suspension or termination, an employee may be suspended pending the availability of a steward, alternate, or Bargaining Committee member.

Section 10.3. Release of Union Steward From Work.

If an employee wishes the presence of a steward, the employee shall notify his Manager/Supervisor or designee, who shall notify the steward's Manager/Supervisor or designee. In turn, the steward's Manager/Supervisor or designee shall notify the steward.

The steward will be released as soon as possible by the Manager/Supervisor. If patient care or other essential work prohibits the steward's release, the requesting Manager/Supervisor will determine the availability of the alternate.

The Union understands situations will occasionally exist when, because of patient care or other essential work, the steward or alternate or Bargaining Committee Member cannot be released when the steward's or alternate's or Bargaining Committee Member's Manager/Supervisor is notified. The Employer agrees not to abuse this provision and further agrees that such delay shall not be used to foreclose the filing of a grievance on the basis of lack of timeliness.

In the event that the Union believes the Employer is abusing the provisions of the preceding paragraph, the Union shall notify the Employer's Chief Human Resources Officer, or their designee, and a meeting shall be held within five (5) days to resolve the issue. If there is not a satisfactory resolution, the Union may file a grievance starting at Step Three.

The Employer agrees that if an employee, subject to discipline, has requested a steward, the Employer will delay the holding of the discipline meeting until the steward or alternate is able to be present, provided in situations posing a safety threat, the Employer may suspend and remove an employee from the facility without the steward or alternate being present.

Section 10.4. Pay/Benefits During Grievance Or Arbitration Process. An employee involved in the processing of their grievance at Steps One, Two or Three, and a Union steward or alternate, and member of the Bargaining Committee acting at their applicable step of the Grievance Procedure, shall not suffer the loss of straight time pay or benefits for the work time involved in the adjusting or processing of a grievance at such steps of the Grievance Procedure, or in jointly agreed upon meetings with the Employer.

The Employer shall not be responsible for paying for any work time lost by a steward, alternate, or Bargaining Committee member attending, or in preparing for, an arbitration, or in attending, or preparing for, any court or administrative agency, or in any proceeding involving or before any party, person, agency, or entity other than the Employer and the Union, except that the Chairperson of the Bargaining Committee shall not suffer any reduction in straight time pay or benefit for attendance at the arbitration proceeding provided at Step Four of the Grievance Procedure.

In the event a Bargaining Committee member, or Union steward, or alternate, attends a jointly scheduled meeting with the Employer on their work day, but at a time other than their regular shift, they shall be paid straight time for the hours spent in such meeting, provided that if the time spent exceeds four hours, at their option, they can reduce the hours of their scheduled shift by the time spent in such meeting, if they have given their Supervisor advance notice of such attendance; in such event, the Supervisor shall determine because of patient needs and the representative's job responsibilities which hours are to be worked, provided that such work hours shall be consecutive.

In the event a Bargaining Committee member, or a Union steward, or alternate attends a jointly scheduled meeting with the Employer on a day other than their work day, they shall be paid straight time for time spent in such meeting.

Section 10.5. Prompt Handling of Legitimate Grievances. The Employer's agreement regarding the right of a steward or alternate to leave their work during working hours without loss of straight time pay and benefits for the processing of grievances, is extended with the understanding that the time will be devoted to the prompt

handling of legitimate grievances, and will not be abused. The steward or alternate will continue to work at their assigned job at all times, except when leaving their work to handle grievances as provided in the Grievance Procedure and this Article. If a concern arises that the steward or alternate is abusing the paid time provided under this Article, the matter shall be reviewed by the Chairperson of the Bargaining Committee and the Employer's Chief Human Resources Officer as soon as possible.

Section 10.6. Prior Notice to Department/Unit Manager. Stewards and Bargaining Committee members shall not be in a unit during non-working time unless prior notice has been given to the unit Manager/Supervisor or their designee.

Such notice shall be given as soon as possible after the steward or Bargaining Committee member knows that they will be in the unit during non-working time.

During such time, the steward or Bargaining Committee member shall not interfere with the performance of work by any employee.

Section 10.7. Notice of Certification As Steward, Alternate, or Bargaining Committee Member. The names of those serving as a steward, alternate, or Bargaining Committee member shall be certified to the Employer by the Union in writing promptly after their designation or change in designation. The Employer shall not be required to recognize any employee as a steward, alternate, or Bargaining Committee member unless they have been certified by the Union.

Section 10.8. Release Time for Chairperson and Vice Chairperson. Subject to Letter of Agreement # 15, the Employer will release the Chairperson of the Bargaining

Committee for approximately 75% of their budgeted work time as provided below, and pay for the loss of straight time pay for such time.

In addition to the release time for the Chairperson, subject to Letter of Agreement #15, the Employer will release the Vice Chairperson of the Bargaining Committee for approximately 25% of their budgeted work time as provided below, and pay for the loss of straight time pay for such time.

The Chairperson and Vice Chairperson are to spend such release time devoted exclusively to the administration of this Agreement, and are to record their time as other employees. The release time provided in this Section shall include the time provided in this Agreement under the Grievance Procedure, Representation, Special Conferences, and Operational Committee meetings and similar paid time provided under this Agreement.

The job rights of the Chairperson and Vice Chairperson, upon expiration of their position, are set forth in Letter of Agreement #5.

For purposes of computing the release time provided above, a Chairperson whose budgeted hours are thirty-six (36) hours per week will be scheduled to work three (3) shifts per four (4) week schedule; a Chairperson whose budgeted hours are four (4) ten hour shifts per week, will be scheduled to work four shifts per four week schedule; a Chairperson whose budgeted hours are five (5) eight hours shifts per week will be scheduled to work five shifts per four (4) week schedule.

If the Vice Chairperson's budgeted hours are thirty-six (36) hours per week, they will be scheduled to work nine (9) shifts per four week schedule; if the Vice Chairperson's

budgeted hours are four (4) ten hours shifts per week, they will be scheduled to work twelve (12) shifts per four week schedule; if the Vice Chairperson's budgeted hours are five (5) eight hours shifts per week, they will be scheduled to work fifteen (15) shifts per four week schedule.

The Chairperson and the Vice Chairperson will coordinate their work schedule and representation schedules so that they are not both scheduled off work at the same time for representation purposes.

The Chairperson and the Vice Chairperson will be scheduled for a proportional number of weekends worked, on call, and holidays worked, and, consistent with Article 15, may sign up for additional work hours in the classification which they are maintaining.

Section 10.9. Pay for Contract Negotiations. For negotiations of future labor agreements, the Bargaining Committee provided in Section 10.1 will not suffer a reduction of straight time pay or benefits as a result of participating in meetings with the Employer, provided that such negotiations will not start sooner than ninety (90) days immediately before the expiration date of the contract, and the agreement for such pay shall terminate on the termination date of this Agreement.

Section 10.10. Union's International Representative – Access to Premises. Upon notice to the Employer's Chief Human Resources Officer, at least twenty-four (24) hours in advance, a representative(s) of the Union's International Union, or member(s) of its Executive Committee, shall be permitted access to the Employer for purposes of administration of the Agreement, provided that such access shall be at reasonable hours, consistent with the purpose of such visit, at anytime during the day. The twenty-four (24) hour notice can be waived.

Section 10.11. Union's International Representative/Officer of Local – Meeting With Employee.

Upon request, the International Union representative or member of its Executive Committee will be permitted to meet with any employee, Union representative, or officer of the Local Union, in a place designated by the Employer, provided that such meeting does not disrupt the work of other employees, or the Employer's ability to provide service for its patients.

Section 10.12. Union Access To Hospital. The provisions for access to the Employer's premises in Sections 10.10 and 10.11 have been agreed to on the specific understanding that such access, activity during the access, or meeting shall not disrupt the Employer's services or be disruptive to patients, visitors, or other members of the public doing business at the Employer.

Section 10.13. Clerical Support. The Employer will furnish clerical support to the Chairperson, Vice Chairperson, and Bargaining Committee equivalent to a one-half full time equivalent Secretary 2, with part time benefits. The employee filling this position will be selected by the respective Chairpersons for the Union's bargaining units, consistent with Section 11.2(m) of the Service Collective Bargaining Agreement.

The Secretary 2 providing clerical support under this Section is not subject to being displaced by another employee in case of a permanent layoff under Section 11.4.

The clerical support provided in this Section will be shared by the three (3) bargaining units represented by the Union.

ARTICLE 11

SENIORITY

Section 11.1(a). Seniority Defined. Seniority shall mean the length of uninterrupted service from the date of hire by the Employer, provided if the employment of an employee with accrued seniority under this Agreement is lost under Section 11.11 of this Article, and they are subsequently re-hired by the Employer within one (1) year of their termination, the employee shall be credited with their previously accrued seniority, and continuous service for purposes as defined below, after they complete their probationary period.

Date of hire means the date on which the employee first works for the Employer at a location covered by this Agreement.

Employees who, prior to the effective date of this Agreement, transferred/relocated to the Employer from another Employer location, other than the locations covered by this Agreement, or who transferred/relocated from another entity within Catholic Healthcare Partners shall be considered to have transferred all of their seniority and continuous service to the Employer.

An employee who, after the effective date of this Agreement, transfers/relocates to the Employer from another Employer location, other than the locations covered by this Agreement, or who transfers from another entity within Catholic Healthcare Partners shall, after completion of their probationary period, acquire seniority from their most recent date of hire by the Employer at a facility covered by this Agreement, provided that such employee's continuous service for purposes of accruing or receiving fringe benefits under this Agreement as defined below shall

be based on their continuous service within Catholic Healthcare Partners.

For purposes of this Section, fringe benefits means fringe benefits such as pension, health insurance, holidays, combined time off, but does not include seniority, which shall accrue as provided in this Section.

An employee shall acquire seniority upon completion of their probationary period, and their name shall thereupon be placed upon the seniority list in the job classification in which they are then working.

If two or more employees are hired on the same date, the employee with the highest last four digits of their Social Security number shall be recognized as having the highest seniority.

Seniority shall apply in those situations specifically provided under this Agreement, provided that an employee who has a break in service from a unit for more than ninety (90) days will be deemed to have lost all unit seniority for future bidding purposes in such former unit.

If an employee transfers to a different classification, their seniority within their new classification will be recognized once he completes the orientation period provided in Article 11, Section 11.2 (i).

If an employee transfers to a different unit his unit seniority in his new unit shall be effective on transfer to the new unit, and unless he returns to his former position as provided in Article 11, Section 11.2(j), they shall lose their unit seniority in their former unit.

Section 11.1(b). Probationary Period. Except for nurses who are placed in the Clinical Graduate Nurse Intern

program an employee shall be regarded as a probationary employee during their first ninety (90) days of employment, provided that by agreement of the Employer and the Union, this probationary period may be extended for an additional ninety (90) days. For employees placed in the Clinical Graduate Nurse Intern program, the probationary period shall be one-hundred and eighty (180) days, provided that, if during the probationary period an employee is determined not to be progressing satisfactorily, the Employer will meet with the Union Chairperson, or designee, to explore alternative nursing unit assignments for such employee.

Section 11.1(c). Probationary Employee – Assignment of. The Employer may assign a probationary employee to any shift or assignment it determines appropriate for evaluation purposes, and has the right to terminate any probationary employee for any reason it determines to be appropriate; such assignment and termination are not subject to the Grievance Procedure.

The Employer recognizes that there is a value for an employee to have a continuous period of orientation.

However, the Employer and the Union recognize that the skill levels of employees in orientation may vary and that conditions may make it reasonable to assign an employee during their orientation period to a regular assignment, provided that an employee's orientation period will not be interrupted for such assignment, unless the employee has previously received orientation on the work being assigned.

Section 11.1(d). Probationary Employee – Termination and Rehire. The Employer shall have no responsibility for the re-employment of any person whose employment is terminated for any reason before the completion of their probationary period. If such person is

re-hired, they shall start as a new employee and serve a new probationary period. The Employer agrees that it will not repeatedly terminate and rehire employees for the purpose of prohibiting such employees from completing their probationary period.

Section 11.2. Vacancy – Filling of. Except for the positions identified in sub-Section 11.2 (m), when the Employer elects to permanently fill a vacancy, the following procedure shall be applied:

Section 11.2(a). Vacancy – Posting of. As provided in the last paragraph of this Section the vacancy shall be posted for five (5) days (120 hours). The posting shall be numbered and include the job classification, title, pay range, department, shift, and a summary of the job description including any special requirements.

If the Employer determines for legitimate business reasons to change job qualifications on a vacancy posted under this Section from the job qualifications posted on the immediately preceding posting for the same classification on the same unit and shift, the Employer will notify the Chairperson of the change. On request, the Employer will meet with the Chairperson and Vice Chairperson to review the Employer's business reasons for these changes. After such meeting the Union may file a grievance under the Grievance Procedure, regarding the legitimacy of the Employer's determination for the change.

The vacancy shall be filled in the following order; (1) by the bidder in the classification who is currently in the unit and has the most continuous service in the unit where the vacancy is; (2) by the qualified bidder in the bargaining unit as defined in sub-Section 11.2(c) who has the most service.

If an employee does not apply for a vacancy within such time period, they shall not be eligible or considered for such position.

For purposes of this sub-Section, Clinical Nurses II, III, and IV, Clinical Nurses on a 24/36 or 36/54 schedule, Clinical Nurse Specialist, Clinical Nurse on a three out of four weekends schedule, Nursing Case Manager, Senior Staff Nurse, Senior Staff Nurse IV, ED Coordinator and per diem employees will be considered to be in the same classification.

Vacancies resulting from the application of Section 11.2 (i) (disqualification of employee awarded position) or Section 11.2(j) (employee awarded position electing to return to former position) do not have to be posted under this Section, but rather such positions will be awarded as provided above to an employee bidding for the positions when it was originally posted.

Section 11.2(b). Applicant Recruitment Outside Bargaining Unit. The Employer may recruit applicants from outside the bargaining unit at the same time that it is posting the vacancy on a bargaining unit wide basis.

When filling a vacancy with an applicant from outside the bargaining unit, an employee from another bargaining unit represented by the Union, who has successfully completed the interview process, will be given preference for such vacancy over other applicants when Peer Interview determines that the merit and ability among such applicants is equal. If Peer Interview determines that two or more applicants from another bargaining unit have equal merit and ability, the senior such applicant will be given preference.

Section 11.2(c). Qualified Employee Defined. For purposes of this Section, "qualified" means the employee meets the essential qualifications for the position and has completed their probationary period, has at least six (6) months of continuous service with the Employer, and does not have a disciplinary suspension as provided below:

(1) An employee who has received a suspension, whether directly or through progressive discipline for job performance or attendance, within 180 days prior to the last day of the bidding period provided in sub Section 11.2(a) may submit a bid, but will not be given consideration for a classification with a higher maximum wage rate than the maximum wage rate for their current classification, but may bid for a classification and will be given consideration if the classification has the same or a lower maximum wage rate than the maximum wage rate for their current classification. The bid of an employee disqualified under this sub Section may be considered under, sub Section 11.2 (d), if there are no qualified bidders.

(2) An employee who has received a suspension, whether directly or through progressive discipline for reasons other than job performance or attendance within the 365 day period prior to the last day of the bidding period provided under sub Section 11.2(a), may submit a bid, but will not be given consideration for the classification posted. The bid of an employee considered disqualified under this sub Section may be considered under sub Section 11.2 (d), if there are no qualified bidders.

Section 11.2 (d). Hiring If No Qualified Bidders In Bargaining Unit. If there are no qualified bidders from within the bargaining unit, the Employer may hire the applicant it determines to be the most qualified for the position.

Section 11.2 (e). Successful Bidder Placed Within 45 Days. Subject to sub Section 11.2 (l), the successful bidder for a position will be placed in the vacancy within forty-five (45) days after the applicable posting is closed.

Section 11.2 (f). Permanent Vacancy Defined. A permanent vacancy shall mean a full-time, part-time, supplemental, or contingent position which the Employer determines to fill and which is due to attrition, termination of an employee's employment for any reason, the expansion of the number of employees, or a leave of absence which exceeds 120 calendar days.

Section 11.2 (g). Transfer of Service or Operation From One Location to Another Location. If a service or operation is transferred from a location not covered by this Agreement to a location covered by this Agreement, and, as part of that transfer, persons who are performing work which would be within the bargaining unit are transferred with the work, the Employer is not required to post such jobs, and may transfer such persons to the location covered by this Agreement. For seniority and continuous service purposes, such employees shall be treated as provided in sub Section 11.1(a) of this Article.

If the Employer transfers a service or operation from one location covered by this Agreement to a different location covered by this Agreement, the employees performing such transferred service or operation shall be transferred with the work, and the Employer is not required to post such jobs.

The Employer shall provide to the Chairperson ten (10) days notice of the applicable transfer of service or operation under this Section.

Section 11.2 (h). Rebidding Eligibility. An employee awarded a job under this Section will not be eligible to bid for another bargaining unit position under this procedure for a period of six (6) months from the date of transfer to the position filled under this Section, provided, if an employee is bidding for a vacancy within their own classification and unit, the six (6) month prohibition is waived.

Section 11.2 (i). Job Bid Trial Period – Ability to Perform. An employee awarded a job under this Section will have a trial period of up to forty-five (45) calendar days within which to demonstrate the ability to perform the job requirements in a competent manner. This time period can be extended by agreement of the Employer and the Union. The Employer is not required to allow an employee to continue in the trial period for the complete forty-five (45) days, but, after the first fourteen (14) days of actual work, may remove the employee from the position because the Employer determines that the employee is unable to perform the job requirements, and that further training during the balance of the trial period will not result in the employee demonstrating such capability. If an employee does not successfully complete their trial period, they will be returned to their former position, and any employees transferred as a result of such employee's transfer, shall also be returned to their position(s), unless the Employer determines to allow such employees to remain in their positions.

Section 11.2 (j). Job Bid Trial Period – Returning to Former Position. During such forty-five (45) calendar day trial period, the employee may elect to return to their former position, in which event, any employee who filled a bid as a result of such employee's transfer shall also be returned to their former position(s), unless the Employer determines to allow such employee(s) to continue to work in that job classification, status, shift, and unit.

Section 11.2 (k). Job Bid – Pay Rate. When an employee is transferred under this Section to a position his rate of pay in the new position shall be determined as provided in Article 21, Section 21.6.

Section 11.2 (l). Employer Withdrawal of Posting. Prior to filling a position, the Employer may withdraw any posting if it determines that, due to changes in circumstances, it will not fill the position at that time.

Section 11.2 (m). Posting of Leader Positions and Selecting Applicant. Leader positions such as the following positions shall be posted only in the unit where the position is located:

- Clinical Coordinator – C.D.G.
- Clinical Coordinator – Radiology Nursing
- Clinical Coordinator – Wound Care
- Community Health Affairs Nursing Coordinator
- Critical Care Transport Operations Coordinator
- Emergency Operations Nurse Coordinator
- Senior Staff Nurse
- Senior Staff Nurse 4

The Employer has the right to select the employee signing the posting for such positions whom it determines to be the most qualified based on merit and ability, provided if merit and ability are equal the senior employee within the bargaining unit will be given preference. If the Employer determines that there is not a bidder within the unit meeting the standards for the position, it will solicit other employees within the bargaining unit and outside applicants for the position. Among such applicants, the Employer will hire the most qualified applicant based on merit and ability, provided that, if it hires an applicant from outside of the bargaining unit, such applicant must be more qualified for the position than those who bid for it. In making its

selection decision, the Employer agrees that it shall not act arbitrarily or capriciously.

Additional positions can be added to the leader positions provided in this sub Section by mutual agreement between the Employer and the Union. If mutual agreement is not reached, the Employer may file a grievance at Step Three of this Grievance Procedure, and appeal that grievance to arbitration if not resolved at Step Three. The arbitrator selected shall have jurisdiction to evaluate the proposed leader position, and determine the appropriateness of the additional leader position including whether it is comparable to the leader positions listed, and the definition below, and, therefore, covered by this Section.

For purposes of this sub Section, leader is a classification within the bargaining unit in which an employee is responsible for directing and leading a group of employees, including releasing employees from work and arranging schedules, but has no authority regarding discipline.

A Senior Staff Nurse will be subject to their units' on call and overtime policy. Additionally a Senior Staff Nurse will be included in the MTO/MTU/VTO/VTU rotation provided in Section 11.3(b).

Section 11.3(a). Temporary Closure of Unit – Effect on Staff. In the event that the Employer determines to reduce staff due to a unit being temporarily closed or partially closed for a period of up to fourteen (14) days, and the employees affected cannot be temporarily assigned within or to another unit, the employees in the affected classifications and unit shall be reduced, and such employees shall not exercise their seniority under the permanent layoff procedure provided in Section 11.4. If such temporary reduction in force is to continue for more

than fourteen (14) days, the Employer will notify the Union, and the affected employees will exercise their seniority as provided in Section 11.4.

Section 11.3 (b). Temporary Staff Reduction – Transfer of Employees. The Employer and the Union recognize that the Employer may have situations involving a need to temporarily reduce staffing in a unit even though the unit is not temporarily closed or partially closed as provided in sub Section 11.3 (a).

In such situations, the following procedure will be followed:

- (1) The Employer may temporarily assign employees on a rotating basis starting with the least senior employee to another position within their classification, if needed.
 - (a) Those employees who are working an “extra day”, or in overtime status that day, as a result of a “help-out” request from the manager, will not be forced into reassignment.
- (2) If after such transfers, there has to be a further temporary reduction in staffing, the Employer will send home employees who are picking up hours in a unit, who do not hold an actual position within the unit.
- (3) If after such transfers, there has to be a further temporary reduction in staffing, the Employer shall seek volunteers to take voluntary time off (“VTO” / “VTU”). To identify volunteers, a process will be developed for employees to indicate such willingness in advance of the

scheduled start time for the shift. VTO/VTU will be given in the order provided below, provided that each step of the VTO/VTU process, the employees will rotate the VTO/VTU opportunities based on the applicable VTO/VTU list. If no employees have indicated a willingness to accept VTO/VTU, the supervisor will proceed directly to MTO in the order provided below. Among employees at each step of the MTO process, the Employer will—rotate the MTO/MTU based on the applicable MTO/MTU rotation list.

- Volunteer – bargaining unit employee – working overtime, who has agreed to take on call, VTO/VTU. Voluntary time off under this bullet will not be counted in the quarterly tracking of VTO/VTU.
- Volunteer – bargaining unit employee – working straight time, who has agreed to take on call, VTO/VTU. Voluntary time off under this bullet will not be counted in the quarterly tracking of VTO/VTU.
- Volunteer - bargaining unit employee – working weekend make up, who has agreed to take on call, VTO/VTU. Voluntary time off under this bullet will not be counted in the quarterly tracking of VTO/VTU.
- Volunteer – non-bargaining unit employee, who has agreed to take on call, VTO/VTU.

- Volunteer – bargaining unit employee on overtime, who has not agreed to take on call, VTO/VTU. Voluntary time off under this bullet will not be counted in the quarterly tracking of VTO/VTU.
- Volunteer – bargaining unit employee on straight time, who has not agreed to take on call, VTO/VTU.
- Volunteer – weekend make up bargaining unit employee, who has not agreed to take on call, VTO/VTU.
- Mandatory – non-bargaining unit employee (excluding travelers), MTO/MTU.
- Mandatory – weekend make up bargaining unit employee, who has not agreed to take on call, MTO/MTU. Mandatory time off under this bullet will not be counted in the quarterly tracking of MTO/MTU.
- Mandatory – travelers, MTO/MTU.
- Mandatory – bargaining unit employee earning overtime who is not working a regularly scheduled shift, MTO/MTU. Mandatory time off under this bullet will not be counted in the quarterly tracking of MTO/MTU.
- Mandatory – bargaining unit employee earning overtime who is working a regularly scheduled shift, MTO/MTU.

Mandatory time off under this bullet will not be counted in the quarterly tracking of MTO/MTU.

- Mandatory – Per Diem bargaining unit employee, MTO/MTU.
- Mandatory – Contingent bargaining unit employee, MTO/MTU.
- Mandatory – bargaining unit employee who is working an extra shift/extra hours as noted on the schedule. Mandatory time off under this bullet will not be counted in the quarterly tracking of MTO/MTU.
- Mandatory – bargaining unit employee working budgeted hours, MTO/MTU.

The list showing VTO/VTU and MTO/MTU hours will be available weekly for review.

In applying the above procedures, if there are two or more employees with an equal number of VTO hours, the senior employee(s) will be given preference, and for equal number of MTO hours, the least senior employee(s) will be given mandatory time off.

If two or more employees are on VTO with call back status, the employee with the most VTO hours will be called back first.

In applying the above procedure in sub Section 11.3(b) (VTO/MTO/VTU/MTU), the remaining employees must be qualified to perform the available work.

Supplemental to the above rotation procedure, a separate similar rotation list will be maintained by unit procedure for VTO/MTO/VTU/MTU on holidays recognized under this Agreement ("holiday rotation list"). Such VTO/VTU/MTU/MTO on holidays will also be included in the quarterly VTO/VTU/MTO/MTU list, with the understanding that the holiday rotation list will be on an annual basis and not be restarted each calendar quarter as provided in this Section 11.3(b). For purposes of this paragraph, "annual" means January 2 through January 1.

An employee who accepts voluntary time off or is mandated off shall not suffer the reduction of any benefit accrual as a result of such time off.

If the situations covered by this Section 11.3(b) result in the employees in the affected classification being mandated off work for an average of thirty-six (36) hours per full time and part time employee in a calendar quarter, or if any full time or part time employee exceeds forty-eight (48) hours of mandated time off in such calendar quarter, or if a specific full time or part time employee has forty (40) hours or more of mandated time off in any two consecutive calendar quarters, the Employer, unless a permanent layoff under Section 11.4 has already been implemented, will notify the Chairperson of the bargaining unit. Unless otherwise agreed, permanent layoffs will, thereafter, be implemented under the provision of Section 11.4 of this Article.

For purposes of computing the hours per quarter provided in the preceding paragraph, the following hours will not be counted: (1) hours mandated off during the period of the Sunday before Christmas and the Sunday after New Years, and (2) voluntary hours which an employee(s) does not work because of his initiative or as a result of the Employer's initiative. Nothing contained in this Section 11.3 in any way limits the Employer's rights to temporarily

assign employees to work which they are qualified to perform.

For purposes of temporary layoffs under this Section, Clinical Nurse I, II, III, IV, Clinical Nurses on 24/36 or 36/54 schedule, Clinical Nurse Specialist, Clinical Nurse on a three out of four weekend schedule, Nurse Case Manager, Senior Staff Nurse, Senior Staff Nurse IV, ED Coordinator and per diem employees will be considered as one classification.

The Employer agrees that employees in orientation will not be placed on VTO/VTU or MTO/MTU, unless the unit is temporarily closed, or a Preceptor is not available for any reason, including VTO/VTU or MTO/MTU.

Section 11.4(a). Permanent Layoff. The Employer shall determine when a permanent layoff is appropriate and in which unit, and classification, such layoff shall occur. Consistent with sub Section 11.4(c), permanent layoffs shall be by seniority within the affected job classification.

Unless an employee is being displaced by another employee, an employee will be given seven (7) days notice of a permanent layoff. An employee who has an option(s) to fill a vacancy or to displace another employee(s) may not be given such seven (7) days notice. If an employee has no options exercisable under Section 11.4(c) and as a result will be unemployed due to the layoff, the Employer will give such employee at least seven (7) days notice. An employee affected by such layoff must exercise his seniority within twenty-four (24) hours of such notice.

The seven (7) day notice of permanent layoff shall not be required when layoffs occur because of acts of God or other circumstances beyond the Employer's control.

The Chairperson, or designee; will attend the meeting at which an employee is notified of layoff.

Section 11.4(b). Permanent Layoff – Volunteers.

When the Employer notifies the Union of a permanent layoff, it will canvas employees in the affected classification and unit to determine if there are any volunteers for such layoff. Any employee who wishes to volunteer for a permanent layoff must notify Human Resources within twelve (12) hours of the notice being posted. An employee electing a voluntary layoff will be eligible to bid for open positions, and is eligible for recall consistent with their seniority. Additionally within ninety (90) days prior to the anniversary date of their layoff, and to the loss of their seniority under sub Section 11.11(d), the employee may notify the Employer whether they wish to exercise their seniority to fill a vacancy which has not been filled through the job bidding procedure provided in Section 11.2, or to displace the least senior employee in their classification, and unit, and status, provided they are qualified to fill such position because they have maintained their competency, and there is a least senior employee within their classification, unit and status to displace.

Section 11.4(c). Permanent Layoff – Involuntary Process. In initiating a permanent layoff in a unit if there are insufficient volunteers, the following procedure will be followed:

(1) Probationary employees in the unit will be laid off first, provided that the remaining employees in the unit are qualified to perform the work of the probationary employees in the unit. A probationary employee means an employee who is in their probationary period provided in Article 11, Section 11.1(b). An employee who is in their trial period in Article 11, Section 11.2(i) is not considered a probationary employee, and their seniority shall be recognized in the unit

at the time of such layoff, subject to the provisions of Article 11, Section 11.2(i) allowing for return to their former position.

Next, the least senior employee(s) in the unit within the classification affected shall be laid off.

Next, nursing management shall arrange the staffing for the remaining employees in the unit, giving preference to the senior employee(s) retaining their status and shift, and the lesser senior employee(s) being assigned to a different status and/or shift.

An employee whose status and/or shift in the unit is changed as a result of this process of arranging the staff will have the option of electing to exercise their seniority as provided below in Section 11.4(c)(2)(a) or (b). If that occurs the less senior employee(s) notified of layoff will be assigned to the position(s) declined by an employee(s) due to a status or shift change, with the senior of such employees being re-assigned to their shift or status held at the time of layoff, if available, and the lesser senior employee(s) being assigned to the remaining positions.

(2) An employee ultimately laid off through this process will be treated in the following manner:

(a) An employee who has one (1) year or more seniority may select an open position for which they are qualified or displace an employee with less than one (1) year of seniority if qualified to perform such employee's work. An employee exercising their right under this provision will be given up to ninety (90) calendar days within which to demonstrate that they have the ability to perform the job requirements in a competent manner.

If there are no such employees with less than one (1) year of service, the employee will have the option of filling an open position, displacing the least senior employee in their classification in the same status and on the same shift, or a different status and/or shift or being laid off.

(b) An employee who has less than one year of seniority who is displaced as provided in paragraph (a) may fill an open position, but does not have any right to displace any other employee.

For purposes of paragraph (a), the least senior employee is the least senior employee whose essential job functions such employee is qualified to perform.

In unusual cases, a less senior employee may be retained if the Employer determines that the layoff of that employee would adversely affect the Employer's ability to provide specific services.

For purposes of options upon layoffs under this Section 11.4(c)(2), Clinical Nurse I, II, III, IV, Clinical Nurse on a 24/36 or a 36/54 schedule, Clinical Nurse Specialist, Clinical Nurse on a three of four weekend schedule, Nurse Case Manager, Senior Staff Nurse, Senior Staff IV, ED Coordinator and per diem employees will be considered as one classification.

For purposes of this Section 11.4(c), when an employee transfers to an open position, he will be treated as if he had bid for that position under Section 11.2(j) of this Article.

Section 11.4(d). Contingent Employee Scheduling During Layoff. Employees in contingent status will continue to be scheduled during a permanent layoff in the same manner that contingent employees were scheduled before the permanent layoff.

Section 11.5. Recall From Layoff. Irrespective of status, the Employer shall recall employees in a classification by seniority for available positions within their classification. An employee recalled has the option of declining a position in a status different than the status held at the time of layoff, and, in such event, will remain on layoff, subject to Section 11.11(h).

The Employer shall provide notice of recall to laid off employees by registered mail, telegram or telephone call at their last known address and/or number. Recall rights are lost if the employee fails to report to work as provided in Article 11, Section 11.11(d). Accordingly, employees must provide the Employer with their most recent address. If the employee is to be on vacation or otherwise not immediately available to receive a telephone call, telegram, or registered mail, they must notify the Employer of where they can receive the recall notice.

Once the Employer contacts an employee for recall, that employee would be required to notify the Employer of their intent to accept or reject a position within twenty four (24) hours of that notification. At the time of layoff, anyone who will be on the recall list will be asked for an alternate telephone number and will also be asked if they would like to be called for any status that becomes available in their classification, or whether they only want to be called for specific statuses. After this designation, employees on recall will only be notified of vacancies within such status until such time that the Employer is notified, in writing, of their desire to change such designation.

An employee will be placed on the recall list upon either the loss of classification and/or status in the voluntary layoff process or if lost involuntarily (i.e. an employee will be placed on recall if they accept a voluntary layoff under the applicable "voluntary layoff provisions" of the

applicable CBA). Consistent with Section 11.2, of the CBA's, employees who are on the recall list may bid for positions in the unit where the layoff occurred. Employees submitting bids for unit posted positions will be given the same consideration as employees actively employed in the unit where the position is posted (applying the criteria set forth at Section 11.2.)

Employees on the recall list may bid on positions that have been posted "bargaining unit wide." Such employees will be given the same consideration as employees actively employed in the bargaining unit in which the position is posted (applying the criteria set forth at Section 11.2.) of the CBA's for such postings).

Employees in units where positions are posted and for which they are qualified will be given preference over employees on the recall list. Likewise, employees on the recall list will be given preference over employees being laid off and reviewing options under the layoff provision of the CBA. Finally, employees reviewing such options will be given preference over employees in the bargaining unit, who are not in the units where the vacancy exists.

The six (6) month prohibition against bidding on posted positions is waived for any employee who is laid off and exercises his/her open position and/or displacement options under Sections 11.4 of CBA. In other words, the six (6) month prohibition found in CBA will only apply to positions that are filled under Section 11.2. of the CBA.

Section 11.6(a). Bargaining Unit Chairperson and Vice Chairperson Seniority at Time of Layoff and Recall. For purposes of layoffs and recalls, the bargaining unit Chairperson and bargaining unit Vice Chairperson shall be given top seniority within the bargaining unit covered by this Agreement.

Section 11.6(b). Bargaining Committee Seniority at Time of Layoff and Recall. For purposes of layoffs and recalls, members of the Bargaining Committee for the bargaining unit covered by this Agreement shall be given top seniority within such bargaining unit, but shall be superceded by the employees covered by the provisions of Section 11.6(a).

Section 11.6(c). Steward Seniority at Time of Layoff and Recall. For purposes of layoff and recall, a steward (including alternate stewards) shall be given top seniority within their classification within their area of jurisdiction as provided in Article 10, but shall be superceded by the provisions of Sections 11.6(a) and 11.6(b).

Section 11.7(a). Transfer to Non-Bargaining Unit Position. An employee who transfers outside of the bargaining unit shall lose all seniority within the bargaining unit as soon as they complete ninety (90) days of employment outside the bargaining unit.

During the ninety (90) day period, an employee may return to an open position in their classification in their former bargaining unit with accrued seniority, including the time spent outside of the bargaining unit during such ninety (90) day period.

If after losing seniority within the bargaining unit, an employee returns to a job within the bargaining unit, they shall return with their accrued seniority at the time such seniority was terminated.

Section 11.7(b). Seniority During Transfer to a Position in a Different Bargaining Unit Represented by the Union. If an employee transfers to a position which is outside of the bargaining unit covered by this Agreement, but which is within a different bargaining unit represented

by the Union, they shall transfer to such position with their accrued seniority and continuous service for all purposes, except for bidding for jobs within such different bargaining unit. For purposes of bidding, the employee's seniority shall be based on their hire date into the different bargaining unit and unit.

Upon transferring to the different bargaining unit, such employee shall be subject to the trial and return provisions under the agreement applicable to such different bargaining unit.

Section 11.8. Bidding For Jobs While On Leave Of Absence. Employees on a leave of absence cannot bid for a vacancy unless it is determined that such employee will be available and physically qualified to perform the essential responsibilities of the job they wish to bid as of the date the Employer determines such job shall be filled.

Section 11.9. Relationship Between Layoff-Leave of Absence Status. An employee on layoff status is not eligible for a leave of absence.

An employee on a leave of absence who returns from the leave during a layoff in their classification shall exercise their seniority consistent with the provisions of Article 11, Section 11.4.

Section 11.10(a). Seniority - Effect on Job Assignment and Supervisor Instructions. An employee shall not, because of their seniority, be able to select or to have or to retain any particular job or assignment or station or routine within their classification. Assignment of jobs, station, or routine within a classification shall be made by the supervisor of the employees. An employee must follow such assignments as directed or be subject to discipline.

Any such discipline shall be subject to the Grievance Procedure.

In reassigning employees from an open unit to a different unit, the Employer will attempt to avoid repeatedly reassigning employees from a particular open unit disproportionately to reassigning employees from other open unit from which the reassignment could be made. The Employer will keep records indicating the unit from which temporary reassignments are made and make such records available to the bargaining unit Chairperson. If either the Employer or the Union believes that disproportionate reassignments are occurring, the subject will be placed on the agenda for the next Operational/Quality Enhancement meeting, unless resolved prior to that meeting.

In reassigning employees from one unit to another unit, non-bargaining unit employees, if available and qualified, will be reassigned before reassigning bargaining unit employees.

A Medical/Surgical Clinical Nurse II Float employee will not be assigned to a specific unit until after the final schedule is posted as provided in Section 15.9.

A Clinical Nurse II Float employee volunteering for extra hours on a specific unit may, at the time they volunteer, decline to be reassigned to another unit during such hours. In that event, the Clinical Nurse II Float employee will be paid at the Clinical Nurse II rate, rather than the Clinical Nurse II Float rate for such hours, and consistent with Section 11.3(b), will not be forced into reassignment, but will be subject to Section 11.3(b)'s provisions for VTO/VTU/MTO/MTU.

Section 11.11. Loss of Seniority. An employee shall lose seniority and be considered not employed by the Employer for the following reasons:

1. Employee quits for any reason, including retirement.

2. Employee is discharged for just cause, and not reinstated through the grievance procedure.

3. Employee is absent for two (2) consecutive scheduled work days and the first hour of their third consecutive work day without notifying the Employer.

4. Employee fails to report for work, after being recalled from a layoff, within seven (7) days after the employee is notified by telephone or by priority mail, whichever occurs first.

At the time of layoff an employee must furnish the Employer with their current telephone number, alternative telephone number, and address. It is the employee's responsibility to notify Human Resources of any updated contact information.

5. Employee fails to return prior to the end of the first hour of their second scheduled work day following expiration of a leave of absence.

6. Employee provides false information for obtaining a leave of absence.

7. Employee is on a leave of absence for more than the maximum time permitted under Article 12.

8. Employee is laid off for a continuing period equal to the seniority they had acquired at the time of such layoff or twenty-four (24) calendar months, whichever is shorter.

9. Employee is employed elsewhere during a leave of absence without permission from the Employer.

10. Employee loses any licensure or certification required for their job, except if such loss of licensure or certification merely results from a failure to timely renew such licensure or certification and the employee immediately remedies the failure.

11. Employee is convicted of any criminal law violation whether related or unrelated to their employment.

12. Employee gave false information in their employment application which is discovered within twenty-four (24) months of their first date of employment by the Employer.

ARTICLE 12

LEAVES OF ABSENCE

Section 12.1(a). General Rules: Leaves of Absence. Full-time, part-time, and supplemental employees who have completed their probationary period are eligible to be considered for a leave of absence.

A contingent or per diem employee is eligible for a Family Medical Leave Act ("FMLA") leave if they meet the statutory eligibility requirement for such leave, and for a Workers' Compensation Leave, if they have completed their probationary period.

Additionally, a contingent or per diem employee who has completed their probationary period will be granted an absence without pay for one (1) day of work to attend the funeral of a member of their immediate family (as defined in Article 13, Section 13.5) which occurs on such work day.

Contingent, Supplemental, or per diem employees will be excused from work without pay for Jury Duty, subject to the same conditions applicable to full time and part time employees under Article 14.

Section 12.1(b). Leave of Absence Application. Application for a leave of absence must be submitted in writing to the Manager/Supervisor and, if approved, to the Employer's Human Resources Department. The application must include the reason for the leave, the dates the leave will start and projected ending, and other data pertinent to the leave of absence, including for a Medical Leave for the employee, physician documentation establishing disability which necessitates the leave.

Section 12.1(c). Leave of Absence – Effect of Unpaid Time Off. Unpaid time off work during a leave of absence will not be counted as time employed for purposes of accruing Combined Time Off ("CTO"), and Extended Sick Benefits, except for Reserve Military Training Leaves provided in Section 12.3, and Short Term Union Leaves provided in Section 12.6. However, unpaid time off work during a leave of absence will be counted in determining an employee's continuous service for eligibility for CTO and Extended Sick Benefits or any other benefits under this Agreement for which eligibility is based on years of service.

Section 12.1(d). FMLA -- Legal Verification. With regard to a FMLA leave, a legal verification of an adoption, or foster care, and medical verification for a family member may be required.

Section 12.1(e). FMLA – Certification of Serious Health Condition. With regard to a FMLA leave for a serious health condition for a family member, certification of such condition should be presented at the time that an employee makes application for a leave of absence, or an

intermittent leave of absence under the FMLA, but in no event later than fifteen (15) days after the application. Recertification may be requested but not more than once every thirty (30) days.

Section 12.1(f). Leave of Absence -- Advance Notice. Employees are to provide thirty (30) days notice for all foreseeable leaves. Applications for leaves which are not foreseeable thirty (30) days in advance shall be presented as soon as the employee is aware of the need for a leave of absence. Failure to do so may result in the Employer deferring the starting date of a leave of absence.

Section 12.1(g). Leave of Absence -- Medical Leave of Absence Re: Return to Work Effect on Continuation of Leave. If an employee returns to work from a Medical Leave of Absence for fourteen (14) or more calendar days and then is approved for another Medical Leave for the same diagnosis, the leave will be considered a new leave. If the employee returns for less than fourteen (14) calendar days and is approved for another Medical Leave for the same diagnosis, it will be considered the same leave.

Section 12.1(h). Subsequent Leaves for Different Reason. If an employee returns to work from any leave, and then takes another leave for a different reason/diagnosis it will be considered a new leave.

Section 12.1(i). Commencement of Leave. All leaves of absence begin with the first full or partial scheduled day missed whether it is unpaid or paid by the Employer under CTO, or Extended Sick, or a third party is providing some form of replacement income.

Section 12.1(j). Medical Leave Documentation and Evaluation. The Employer may require an employee to furnish medical documentation at the employee's expense

from their physician during a FMLA or Medical Leave. The Employer will not require such medical documentation more frequently than once every thirty (30) days, except in situations involving a difference of opinion between the employee's physician and the Employer's physician as provided in this Section.

The Employer may also require medical evaluation by an Employer designated physician at the Employer's cost prior to, during, or at the end of a Medical Leave of Absence to determine the employee's medical condition and ability to perform their regular job or an alternate position. In the event of a disagreement between the Employer's physician's medical evaluation, and the employee's physician, a third physician who is not on the Mercy Health Partners payroll system shall be selected by the Employer and agreed to by the Union. The third physician's opinion shall be final and binding on the parties only as to the issue of the employee's disability. The Employer will pay for the independent medical evaluation.

Section 12.1(k). Employment During Leave of Absence. Employees on any type of an approved leave of absence will not be permitted to engage in employment during the leave without the prior written approval of the Chief Human Resources Officer and the employee's Manager/Supervisor, provided that with written approval of the Chief Human Resources Officer, an employee who, in addition to their employment with the Employer held other employment at the time they qualified for a Medical leave, Workers' Compensation leave or FMLA leave under this Article, may continue such employment while on leave of absence if, in the judgment of their physician, they may do so.

Section 12.1(l). Reinstatement Following Leave of Absence. For purposes of reinstatement following a leave

of absence, other than a Scholastic Leave, an employee will be reinstated to their classification, status, shift, unit, and regular schedule, provided they return from the leave within one hundred and twenty (120) days of the first day of such leave. If the employee does not return within such one hundred and twenty (120) days, but does return within twenty four (24) months the employee will be reinstated to an open position in their classification, unit, and status; if there is no such open position, the employee will displace the employee with the least seniority in their classification, unit, and status, provided the returning employee has more seniority than the least senior employee in the classification. An employee displaced due to an employee returning from a leave of absence shall exercise their seniority as provided in Article 11, Section 11.4 or be placed, at their election, in an open position in the bargaining unit for which they have the qualifications, and have the licensure or certification, if required, to perform the work of such position.

For purposes of this Section, an open position is a position remaining vacant after the bidding process set forth in Article 11, Section 11.2 has been concluded.

Section 12.1(m). Seniority Accrual During Leave of Absence. An employee will continue to accrue seniority for purposes of Article 11 while on an approved leave of absence.

Section 12.1(n). Insurance Continuation During Leave of Absence. An employee's eligibility for insurance continuation during a leave of absence is provided in Article 22.

Section 12.1(o). Failure to Report Following Leave. Failure to report back to work within one hour after the start of their scheduled shift on the second day following the expiration of a leave of absence will be considered a

voluntary resignation. An employee who fails to report to work on the scheduled work day following the expiration of their leave of absence, but who does report within one hour after the start of their scheduled shift on the second day following the leave's expiration, may be subject to discipline for absenteeism and tardiness, and will not receive any compensation for their time of absence.

Section 12.1(p). Transitional Work Program.

Employees applying for leave or on a leave of absence will participate in the Employer's Transitional Work Program as identified in Attachment E.

Section 12.1(q). Refusal of Position Under Transitional Work Program. Under the Transitional Work Program, an employee refusing a position which meets their restriction(s) will not be eligible to continue to receive any benefits including benefits under Disability Benefits, Workers' Compensation, and Extended Sick Benefits.

Additionally, if such an employee refuses a position performing work within their job description, or refuses clerical or other sedentary work, within their restrictions, they will be considered a voluntary quit. The employee(s) regularly assigned to this work will not suffer a loss of regular hours as a result of such assignment. If such an employee refuses a position performing any other type of work, they will be considered to be continuing on leave and are eligible to return only to an open position within their classification.

Section 12.1(r). Notice of Expiration of Leave of Absence. An employee on either a Medical Leave of Absence or a Workers' Compensation Leave of Absence for more than thirty (30) days must give the Employer notice seven (7) days in advance of the expiration of their leave. An employee on such leave of absence for less than thirty

(30) days must also give such seven (7) days notice, unless the employee's leave of absence specifies the exact date of their return. Consistent with sub Section 12.1(j), the Employer may request the employee to be evaluated by the Employee Health/Occupational Health Department during such period. If an employee fails to give such notice, they shall not be reinstated from their Leave of Absence until approved by the Employer or after release by the Employee Health/Occupational Health Department, provided, the Employer will not unduly delay the employee's reinstatement.

Section 12.2. Types of Leaves of Absence. Leaves of absence may be granted for the following reasons:

Section 12.2(a). Family Medical Leave. For reasons other than an employee's personal illness, disability, or serious medical condition, FMLA leave shall be granted for up to twelve (12) weeks within a twelve (12) month period consistent with the provisions of the FMLA. Eligibility for leaves under the FMLA following birth of a child or placement of a foster child expires at the end of the twelve (12) month period following birth or adoption.

Time for FMLA leaves must be taken consistent with the provisions of the FMLA.

FMLA Leaves for an employee's personal illness or injury shall be covered by and run concurrently with the provisions governing a Medical Leave under sub-Section 12.2(b) or a Workers' Compensation Leave under Section 12.5.

Section 12.2(b). Medical Leave. Subject to sub Section 12.1(p) and (q), an employee unable to perform the essential responsibilities of their position because of a personal illness or injury, which is verified as provided in

the General Rules in Section 12.1 will be granted a Medical Leave of Absence for up to twenty-four (24) months, provided that for Medical Leaves which are not required by immediate medical necessity, the Employer may consult with the employee about deferring the beginning of such leave for up to thirty (30) days. In the event that the employee and their supervisor do not agree on the deferral, the matter will be referred to the Chairperson of the bargaining unit and the Employer's Chief Human Resources Officer for resolution.

An employee applying for, returning from, or while on a Medical Leave may be required to temporarily transfer into an available alternative position for which the employee is qualified under the Employer's Transitional Work Program.

Section 12.2(c). Personal Leave. An employee may be granted a personal leave of absence for any reason which is acceptable to the Employer, provided that, except for very extraordinary circumstances, personal leaves will not be approved for more than thirty (30) days. An employee may not take more than one personal leave per calendar year.

Section 12.3. Military Leave. Upon being drafted or volunteering for the Armed Forces of the United States, a leave of absence will be granted according to the regulations governing military leaves of absence for the applicable tour of duty, including any mandatory (i.e. non-voluntary) extension of such leave time.

A leave of absence will also be granted for Reserve Military Training for employees who are active in the reserves of the Armed Forces of the United States. For up to two weeks, an employee on such Reserve Military Training will be paid the difference between their regular straight time pay (excluding all differentials), and the pay

received for Reserve Military Training. There is no compensation for any weekend Reserve Military Training.

Upon conclusion of such Military Leave of Absence, the employee will be re-instated to the same classification, status, and shift held prior to the Military Leave, provided they continue to maintain the appropriate licensure/credentials to perform the work of such classification. During such Military Leave, the employee will accrue seniority up to the maximum leave time permitted by the applicable law and regulations, including any mandatory (i.e. non-voluntary) extension of such leave time.

Section 12.4. Scholastic Leave. An employee shall be granted a leave of absence up to a maximum of twenty-four (24) months for attending, on a full-time basis, academic programs which are relevant to the employee's job responsibilities at the Employer or future promotional opportunities within the Employer's facilities. An employee shall be entitled to only one such leave during the term of this Agreement.

An employee returning from a Scholastic Leave will be reinstated to an open position within their classification and unit, provided they are qualified and have the licensure or certification, if required, to perform the work of such position, and they are reinstated to the open position within the maximum leave period of twenty- four (24) months.

Section 12.5. Workers' Compensation Leave. Subject to Sections 12.1(l), 12.1(q), and 12.1(r), an employee unable to perform the essential responsibilities of their position because of a work related illness or disability covered by Workers' Compensation, which is verified as provided in the General Rules, will be granted a Workers' Compensation leave for up to thirty six (36) months. For

reinstatement purposes, such an employee will be treated in the same manner as an employee on a Medical Leave under Section 12.2(b).

An employee who incurs an injury at work to the extent of requiring a physician's care at Employee Health Services or Occupational Medicine will receive straight time pay during the time they are under the care of Employee Health Services or Occupational Medicine on the day of the injury, in addition to their pay for hours worked. If Employee Health Services or Occupational Medicine releases the employee without authorizing their return to work, the employee shall receive wages only up to the time of their release, provided, if the employee's injury is ultimately certified as covered by the Ohio Workers' Compensation law, such employee will be paid for the balance of the hours, after his release from work, for the shift on the day of injury.

In the event of a delay in receipt of or dispute concerning eligibility for Workers' Compensation benefits, employees who have provided medical documentation of their illness or injury may choose to receive CTO as provided under Article 20, or Extended Sick Benefits as provided under Article 24, or Disability Benefits as provided under Article 22 after the applicable waiting period until such time as the delay or dispute in Workers' Compensation is resolved or such benefits are exhausted. However, if the Workers' Compensation benefit is approved and paid for a time period during which the employee has been paid CTO, Extended Sick Benefits, or Disability Benefits, the employee must reimburse the Employer the amount of the Sick Benefit or Disability Benefits for that same period. Repayment of CTO is optional. If such repayment relates to the CTO or Sick Benefit, the employee's CTO bank or Sick Benefit will be restored by an amount equivalent to the amount repaid.

Section 12.6. Short Term Union Leave. The Employer will grant a short term absence for full time employees of up to eighty (80) hours per contract year to a steward or member of the Union's Bargaining Committee and one hundred twenty (120) hours to both the Chairperson and to the Vice Chairperson of the bargaining unit (i) to attend convention or educational seminars sponsored by the Union, provided that such events do not involve union organizational matters, and the Employer receives at least forty five (45) days' advance notice; and (ii) to attend meetings for Local Union matters including the evaluation of or preparation for pending arbitrations, or Employer/Union meetings under this Agreement, provided the Union gives the Employer at least two (2) days notice as defined for purposes of the Grievance Procedure.

Additionally, each contract year, the Employer will grant a short term absence of up to forty (40) hours per week for one (1) full time employee from all bargaining units represented by the Union to attend the following Union sponsored programs: (1) V-Cap Program; (2) Civil Rights Program; (3) Workers' Compensation/FMLA Program; (4) Worker to Worker Program; and (5) Health and Safety/OSHA Training, provided (a) the Employer receives at least forty five (45) days' notice prior to the absence; (b) no more than one (1) employee is released from an Employer unit at the same time; and (c) the Union furnishes the Employer's Chief Human Resources Officer with a copy of the course curriculum and completed registration for each Union representative granted an absence under this Section.

The allowed time off for full time employees shall be pro-rated for part time employees based on the ratio of their budgeted hours to eighty (80) hours.

Additionally, the Employer will grant a leave of absence of up to seven (7) days to employees who are delegates to the quadrennial UAW National Convention for purposes of attendance at such convention.

The forty-five (45) day notice requirement provided in this Section will be waived by the Employer if scheduling permits, and no overtime will be incurred to accommodate the Short Term Union Leave.

Section 12.7. Long Term Union Leave. The Employer will recognize a Long Term Union leave for up to two (2) employees from all bargaining units represented by the Union for the purpose of holding an elected or appointed office, renewed at the Union's option from contract year to contract year. The length of such leave is limited to the length of the labor agreement. Upon completion of their Long Term Union Leave, such employees shall be reinstated with accrued seniority consistent with Section 12.1(1), provided the employee has maintained the appropriate licensure/credentials for the classification. The Employer will provide up to sixty (60) days re-orientation as needed.

Section 12.8. Deposition Leave. Any employee required or requested by the Employer, to be present at a deposition, interview, or any and all court proceedings, will not suffer any reduction in hours, wages, or benefits. Such time spent will be regarded as "worked time" and subsequently subtracted from scheduled hours for the week.

ARTICLE 13

BEREAVEMENT

Section 13.1. Bereavement Leave. The Employer will provide full time employees up to twenty-four (24) hours, part time employees up to sixteen (16) hours, and supplemental employees up to eight (8) hours time off work

at their base hourly rate (excluding all differentials) in case of the death of a member of their immediate family as defined below.

Section 13.2. Notice Regarding Bereavement.

Employees are responsible for notifying their supervisor as soon as possible, and keeping their supervisor informed as to their return to work so that appropriate coverage can be arranged.

Section 13.3. Time Period for Taking Bereavement.

Paid time off as provided in this Article is to be taken during the period commencing with the day of death and running through the day following the funeral/memorial service/internment, whichever is applicable.

Section 13.4. Bereavement – Certification.

The Employer reserves the right to require certification of death and/or proof of relationship.

Section 13.5. Bereavement – Immediate Family

Defined. For purposes of Bereavement Leave, “immediate family” means spouse, child, step-child, grandchild, parent, step-parent, parent-in-law, grandparent, grandparents-in-law, sister, brother, step brother, step-sister, half brother, half sister, daughter-in-law, and son-in-law. In addition with proper legal documentation, immediate family includes a guardian or ward of the court over whom the employee has or had custody.

Section 13.6. Bereavement – Non-Paid Time Off.

An employee will be allowed up to two (2) weeks off without pay due to the death of a member of the employee’s immediate family as defined above or a person considered to be a life partner akin to a spouse and who was residing with the employee. At his option, the employee may use CTO during such two week absence.

Section 13.7. Bereavement – During Leave of Absence. Employees on a leave of absence are not eligible for bereavement pay.

Section 13.8. CTO Use for Bereavement. Subject to Section 13.2, to attend the funeral/memorial service/internment of an employee's great-grandparent or brother-in-law or sister-in-law, an employee, upon request, will be permitted to use one (1) day of CTO or one (1) day of unpaid time off without prejudice to their attendance record.

ARTICLE 14

JURY DUTY

Section 14.1. Jury Duty Pay. Full time and part time employees called for jury duty will be allowed the required time off from their scheduled work days for such duty. For such required time off, such employee will be paid their base hourly rate (excluding all differentials) for hours they would have normally worked during such required time off.

Section 14.2. Jury Duty More Than Four Hours. If such employee is on jury duty for more than four (4) hours on their scheduled work day, the employee will be paid jury duty pay at their base hourly rate (excluding all differentials) for hours they would have normally been paid for their regularly scheduled shift.

Section 14.3. Jury Duty Less Than Four Hours. If such an employee is on jury duty for less than four (4) hours they will be paid for the actual time spent in jury duty, and report to work for the number of hours that represent the balance of their shift, unless previously excused by the supervisor. In the event the employee is excused, he may use CTO for the balance of their work hours which are not paid for jury duty.

Section 14.4. Jury Duty Eligibility. To be eligible for jury duty pay, an employee is required to notify their supervisor within twenty-four (24) hours after receipt of jury duty notice and advise their supervisor of the progress of their jury duty so that a replacement, if necessary, can be arranged.

Provided a contingent, supplemental, or per diem employee notifies their supervisor within twenty-four (24) hours after receipt of notice, a contingent, supplemental or per diem employee will be excused from work to attend jury duty.

If the Employer can arrange a replacement, if necessary, an employee (including a contingent, supplemental or per diem employee) on the third shift will be given the option of being excused from work at 11:00 p.m. on a shift preceding the date of jury duty. To exercise such option, the employee must give the supervisor at least twenty-four (24) hours notice.

Section 14.5. Jury Duty During Leave of Absence. Employees on a leave of absence are not eligible for jury duty pay.

ARTICLE 15

HOURS OF WORK AND PREMIUM PAY

Section 15.1. Work Week Definition. The regular work week will be a seven (7) day period from Sunday 12:01 a.m. to the following Saturday midnight. Under this provision, any shifts starting before 12:01 a.m. on Sunday will be considered as part of the work week ending at Saturday midnight. The first shift occurring during the work week will be the first shift starting at or after 12:01 a.m. on Sunday.

The regular work day shall be a twenty-four (24) hour period starting with the time the employee is scheduled to start work.

Section 15.2. Starting Time. Each employee will have a specified starting time for each day of his work week. Once the schedule is posted, with agreement of the employee, the shift starting time can be changed. If the employee does not agree to the change in the shift starting time, the employee will take CTO/MTO/MTU for the period of time lost because of the change.

Section 15.3 Work Hours. Unless an employee is on a twenty-four (24) hour schedule which includes sleep time, an employee shall not be required to work more than sixteen (16) hours in a twenty-four (24) hour period, except in the unusual situation when patient care requires the employee to continue work.

Section 15.4. Rest Break and Lunch Period. Consistent with unit scheduling and job responsibilities, an employee who works a shift of four (4) hours will receive a paid rest break of ten (10) minutes for every four (4) hours worked, and a one-half (1/2) hour unpaid lunch if the employee's shift is for more than seven (7) hours.

During a paid rest break, an employee must remain on the Employer's premises, unless excused by their supervisor or designee. The Employer will not require an employee to take their lunch period or rest break at the beginning or end of their shift.

It is understood that crisis or acuity situations, or essential work responsibilities may occasionally occur where a supervisor may determine that it is necessary to delay a paid break or unpaid lunch period, or in the unusual situation when patient care requires, to miss a break. The

Employer agrees not to abuse this provision, and with respect to a lunch period, if an employee does not receive the one-half (1/2) hour unpaid lunch break because he is required to work, such time shall be counted as work time and paid at the applicable straight time or overtime rate.

An employee who believes that he has not been released for the lunch or break periods provided in this Section, shall notify their immediate supervisor on duty, or designee. If on a rare occasion a lunch or break period has not been arranged after such notice, the employee may request the applicable steward who, with the supervisor, will review when release will be appropriate.

If either the Employer or Union determine that in a unit/department an excessive number of requests for steward/supervisor meetings are occurring, notice will be given to the other party and the matter will be reviewed at the next Labor Management Meeting scheduled pursuant to Section 8.8.

Generally, the Employer will not require an employee to answer a page during their lunch period. If because of unusual situations related to patient care, the Employer requires an employee to answer a page during their lunch break an alternate lunch period will be arranged, if possible. If the alternate lunch break is not arranged, such time will be counted as work time and paid at the applicable straight time of overtime rate.

With manager approval, an employee will be permitted to combine the ten (10) minute break period (twenty (20) minute break period where break periods are combined by department/unit/cost center policy) with the one half hour unpaid lunch.

Section 15.5. Overtime Pay Rate. Except for employees who are exempt for Fair Labor Standards Act purposes, or as otherwise provided in this Section, employees will be paid overtime at the rate of one and one-half (1.5) times the regular rate of pay for each full one-quarter (1/4) hour worked according to the following:

Section 15.5(a). Overtime For Required Hours Beyond Regular Quit Time. An employee currently at work who is required to remain at work after their regular quitting time ("freeze") will be paid time and one-half (1.5) for hours the employee is required to work beyond his regular quitting time. (Refer to Section 15.10(a)).

Section 15.5(b). Overtime For Full Time Employees With Regular Schedules Less Than Forty Hours. Additional hours worked by full time employees whose regular weekly schedule is thirty-six (36) hours will be paid time and one-half (1.5) for approved hours worked over thirty-six (36) hours of worked time per week. Full time employees who work a bi-weekly schedule of thirty-two (32) hours in one week and forty (40) hours in the following week will be paid time and one-half (1.5) for approved hours worked over thirty-six (36) hours in the week in which they are scheduled for thirty-two (32) hours, and will be paid time and one-half (1.5) for approved hours worked over forty (40) hours in the week in which they are scheduled to work forty (40) hours.

Full time employees whose regular weekly schedules are between thirty-six (36) and forty (40) hours will be paid time and one-half (1.5) for approved hours worked over their regular weekly schedule.

Section 15.5(c). Overtime For Full Time Employees With Regular Schedules Of Forty Hours. Additional hours worked by full time employees whose regular weekly

schedule is forty (40) hours will be paid time and one-half (1.5) for approved hours worked over forty (40) hours of worked time per week.

Section 15.5(d). Overtime For Employees Other Than Full Time Employees. Additional hours worked by employees in a status different than full time status will be paid time and one-half (1.5) for approved hours worked over forty (40) hours of worked time per week.

Section 15.5(e). Definition of "Worked Time". For purposes of this Section, worked time includes scheduled CTO, and VTO/VTU/MTO/MTU. Holidays worked count only for the hours worked. Scheduled CTO means CTO which has been scheduled and approved.

Section 15.5(f). Pyramiding of Overtime Premiums. There shall be no pyramiding of overtime premiums under this Article.

Section 15.6. On Call. The following provisions for on call apply only to a non-exempt employee and are not applicable to exempt employees. Non-exempt employees will be placed on call consistent with the unit policy applicable to them, and will not be required to be on call at an employer other than the Employer covered by this contract. An employee will not be required to be on call on the day of approved CTO, a day on which they are not scheduled to work during an approved leave of absence, or a weekend which occurs during an approved continuous vacation period bridging two (2) weeks.

Section 15.6(a). On-Call Compensation. Non-exempt employees on call will be paid \$2.00 for each hour of on call status and during hours actually worked while on call. A non-exempt employee who is called to work while on call will receive a premium of time and one-half (1.5) their base

hourly rate, plus twice the on call premium, for all hours worked while on call, provided, in no event, will they receive less than the equivalent of two hours pay at such rates.

Example: \$10/hour hourly rate x 1.5 = \$15 + \$2/hour on-call x 2 (\$4.00) = \$19/hour on- call /work rate.

If a non-exempt employee is called in on more than one occasion during their on call shift, the number of hours paid attributable to the two (2) hour guarantee will not exceed the number of hours of the assigned on call shift.

A non-exempt employee called in to work while on call will be paid the shift premium applicable to the hours worked.

If a non-exempt employee on call takes a call at home without reporting to work, they will be paid the applicable straight time or overtime rate for such work under Article 15, Section 15.5, but is not eligible for the two hour guarantee or the premiums provided in Sections 15.6(b) and 15.6(c).

Non-exempt employees on call are to be available and report for duty according to the unit policy.

Section 15.6(b). On Call Compensation when in Overtime Status. When an employee's on call hours worked are hours which are in excess of forty (40) or thirty-six (36) hours, whichever regular schedule is applicable to them, they will be paid one-and-one half (1.5) time their average hourly rate for such on call hours. In addition for all such on call hours worked in excess of forty (40) or thirty-six (36) hours, they shall receive a premium equivalent to one-half (1/2) of their base hourly rate.

Example: \$19/hour (from 15.6(a) above) + \$5/hour (\$10/hour base rate x .5 = \$5) = \$24/hour on-call/work rate.

Section 15.6(c). On-Call Beyond Scheduled Quit Time.

A non-exempt employee remaining at work beyond their scheduled quitting time because they are on call is not eligible for the two (2) hour guarantee, but is eligible to receive time and one-half (1.5) their base hourly rate.

Section 15.6(d). Administrative Time. Employees on call who are called in to work during the hours of 12:00 a.m. and 5:00 a.m. while being scheduled to work on the day shift on the same day will report to work at their regular starting time, and inform or leave notice for the supervisor whether they wish to leave work early.

Upon arrival, the supervisor will evaluate unit needs and inform the employee of the earliest time that they may leave.

This policy applies to the nursing departments listed on Attachment P. Other nursing departments may be added by Agreement of the Union.

Section 15.7. Weekend Make Up. During the term of this Agreement, an employee will be required to make up missed scheduled weekends subject to the following provisions:

1. If they do not have discipline for attendance at the time, an employee will not be required to make up their first Saturday and first Sunday missed during a calendar year.

2. For purposes of this Section, except for employees in Weekend Programs, weekend shall mean the forty-eight (48) hour period occurring during 7:00 a.m., Saturday to 6:59 a.m. on Monday. For employees in Weekend

Programs, weekend shall mean the period occurring between 3:00 p.m. on Friday to 6:59 a.m. on Monday.

3. The make up shift(s) will be worked within the next eight (8) weeks after the weekend missed or be considered waived, provided that the eight (8) week period will be extended by the period of time within the eight (8) week period that the make up weekend cannot be scheduled due to the employee's week(s) of scheduled CTO, other absences, or unavailability to work a weekend make up as scheduled.

4. The make up shift(s) will not be scheduled over previously approved vacation time.

5. An employee will not be required to take MTO in order to accommodate a make up shift.

6. An employee who is working a weekend make up and is placed on VTO or MTO, will get credit for the make up shift as if served.

7. If an employee working weekend make up receives an MTO, such hours will not be counted in the "hours per quarter" listing provided in Section 11.3(c).

8. Whenever possible float employees will make up the shift in the unit in which the missed scheduled weekend was to be worked.

9. Unexcused absences on weekends will be treated the same as unexcused absences on other days for discipline purposes.

10. Weekend make up hours are not counted as required or volunteer hours for purposes of Article 15, Section 15.10.

Section 15.8. Weekend Scheduling. During the term of this Agreement, weekend scheduling will continue to be scheduled on the basis of the unit practice in effect on October 24, 2006. However, if for operational reasons the pattern of weekends has to be changed, such change will be set forth as the tentative schedule under Section 15.9. Prior to publishing the tentative schedule, volunteers for the change will be solicited first, and, thereafter, the schedule will be changed in order of seniority starting with the least senior employee in the classification.

Unless an employee has bid for, transferred to, or under the provisions covering seniority, bumped to a position requiring consecutive weekends worked, an employee will not be required to work on consecutive weekends, unless due to weekend make up or unless due to being on call as provided in this Agreement, and called in on such weekend. Nothing in this Section prohibits posting of positions which have schedules with consecutive weekends worked.

For purposes of this Section, employees working regular schedules with consecutive weekends on the effective date of this Agreement are considered to have bid for, transferred to, or bumped to such schedules, and shall, therefore, continue on such schedules unless they transfer to, bid for, or bump to another position.

Nothing in this Section will prohibit employees from switching days or volunteering for shifts with the result that they will work consecutive weekends.

Section 15.9(a). Work Schedule Posting. Subject to the provisions of this Section, the Employer will post a work schedule at least four (4) weeks in advance of the first day of the schedule.

A request for days off consistent with the terms of this Agreement and the unit's guidelines must be submitted in writing at least eight (8) weeks in advance of the first day of the schedule. Also reference Letter of Agreement #18.

The Employer will post a tentative schedule six (6) weeks in advance of the first day of the schedule. After the advance eight (8) week period for submitting written requests for days off, a Supervisor/Manager may grant days off on a first come/first serve basis, provided that the Supervisor/Manager determines that the request can be accommodated based on patient and staffing considerations and can grant the request without having to replace the employee making the request and without paying any overtime due to such request.

Available hours on the posted tentative schedule will be filled on a rotational basis, by senior employees accepting hours on a straight time basis, then float employees on a straight time basis, then per diem employees on a straight time basis, then senior employees on an overtime basis, then float employees on an overtime basis, then per diem employees on an overtime basis, agency, or temporary employees.

After the final schedule is posted, available hours will be offered to volunteers, giving preference on the basis of the guideline in the preceding paragraph, provided that an employee is to notify the Manager/Supervisor at least twenty-four (24) hours in advance of the beginning of the shift for which they are volunteering.

On the posted schedule, and in scheduling available hours, the Employer may schedule Travelers consistent with their contract irrespective of the other provisions of this Section.

If after an employee indicates interest in additional hours, they decline available hours twice during the applicable schedule, the Employer is not required to contact such employee for available hours during the balance of the schedule.

To be absent, an employee must notify their supervisor at least two (2) hours in advance of their shift starting time.

Section 15.9(b). Shift Vacancy. If a vacancy exists on a shift which has to be filled, including a vacancy caused by a leave of absence, the Employer will attempt to fill such vacancy by assigning employees hired on a flexible schedule basis, agency or similar persons, or volunteers. If the vacancy remains unfilled after exhausting these options, and volunteers are not available, the employees in the applicable classification on another shift(s) will be rotated to fill the vacancy until the staffing situation is resolved. The rotation will start with the least senior employee and rotate therefrom.

Section 15.10. Additional Work Hour Conditions. It is recognized that scheduling employees who voluntarily accept additional hours, and transferring available qualified employees, and assigning float employees, and using per diem, temporary, and agency employees should be exhausted before requiring employees to work additional hours beyond their weekly budgeted hours. However, such methods may not resolve the need for requiring additional hours or on call. The Employer recognizes that such additional hours or on call for employees who do not have such requirements as part of their regular job may impose a hardship. Except for employees who work in a closed unit, or specialty team, or in a service which is not opened on a twenty-four (24) hour basis, or employees hired or transferred into positions having specific on call and/or additional hours requirements, an employee will not be

required to work or be on call more than six (6) hours in a week beyond their regularly scheduled hours for more than eight (8) weeks out of twelve (12) consecutive weeks. For purposes of this limitation, the number of voluntary hours shall be credited against this limitation, except for voluntary on call hours during MTO. In those situations in which an employee takes CTO in a block of two (2) consecutive weeks, the period of time for averaging the hours provided in this paragraph will be extended by such number of consecutive weeks of CTO.

In administering the provision of the preceding paragraph for employees who are not in closed units, or on specialty teams, or in a service which is not opened on a twenty-four (24) hour basis, or were not hired or transferred into positions having specific on call and/or additional hour requirements, it is recognized that such an employee may be temporarily transferred, rather than being placed on MTO.

By agreement with the employee, the six (6) hours limitation may be satisfied by any configuration of hours which averages six (6) over the applicable eight (8) weeks.

Irrespective of the above limit, employees who work in a closed unit or on a specialty team, or in a service not open for twenty-four (24) hours or an employee hired or transferred into positions having specific on call and/or additional hours requirement will work or be on call for the hours necessary for them to provide the service for their unit or team.

Team is a specific group of employees in the Nursing bargaining unit who work together on a specific service being provided for a defined category of patients.

Closed Unit is a Nursing unit wherein the employees in the unit, as part of their job responsibilities, are required to

provide all services for the unit, including on call or additional hours.

All teams and closed units are listed in Attachment D. Additional teams or closed units may be added by agreement of the Employer and the Union.

Nothing in this Section shall prohibit an employee from volunteering to work additional hours, or on call, or from switching days worked or on call, which result in the hours worked and/or on call hours exceeding the hours provided in this Section. Nothing in this Section prohibits the Employer from posting, or hiring employees for positions with an on call or additional hours commitment greater than the commitment provided above, nor prohibit by mutual agreement establishing additional closed units or teams. The Employer agrees not to act arbitrarily or capriciously in posting such additional positions.

Section 15.10(a). Freezing. Subject to the provisions of this Section, if after soliciting volunteers, contacting employees who have indicated an interest in working additional hours as provided above, assigning float employees, and using available agency, temporary, or per diem employees, staffing needs continue to exist in a unit, an available employee(s) at work, starting with the least senior employee, in the classification and unit can be required to continue to remain at work until replaced, unless such least senior employee(s) finds a substitute. The requirement to continue working will be rotated starting with such least senior employee, and will be restarted each year. An employee who has satisfied their commitment under this Section will be considered unavailable unless the employee agrees to accept such hours. Such employees will be paid in accordance with 15.5(a).

Notice of the requirement to continue to remain at work shall be provided one (1) hour prior unless: (1) an employees fails to call off consistent with Department Attendance policy or (2) if an emergency is involved. While the Hospital can not guarantee such notice in every situation, it is committed to meeting the one (1) hour notice requirement and will review alleged abuses with the Union.

Per Diems will be frozen before part time, full time and other bargaining unit persons.

ARTICLE 16

HEALTH AND SAFETY

Section 16.1(a). Health and Safety. The Employer shall continue to provide for the safety of employees during the hours of their employment. In this regard, the Human Resource Department will receive written recommendations with respect to safety policies or safety issues from any employee or the Union for forwarding to the Safety Committee.

Section 16.1(b). Safety Committee. A Safety Committee of Employer and Union represented employees, and other employee representatives, shall meet once each month for a regularly scheduled meeting to discuss safety policies and safety issues consistent with the Joint Commission Standards, to evaluate the release of any documentation related to an employee injury, subject to all legal and regulatory requirements and restrictions, and to evaluate safety training.

Subject to its cancellation practice, the Infection Control Committee of the Employer and Union represented employees, and other employee representatives, shall be scheduled to meet once each month, to discuss safety

policies and safety issues consistent with the Joint Commission Standards.

The Union shall have the right to appoint up to one representative of the bargaining unit to the Safety Committee and to the Radiation Committee who shall be compensated by the Employer for time spent on Employer authorized safety related duties.

The Employer will give to the Union a list of the Union members on the Safety Committee, the Radiation Committee, and Infection Control Committee and promptly update said list when changes occur.

Employees participating on the Safety Committee, the Radiation Safety Committee, and the Infection Control Committee will be paid for time spent in such committee meetings.

Section 16.1(c). Air Quality Testing. The Employer will annually perform air quality testing in areas where formaldehyde is used or stored and provide a copy of the testing report to the Safety Committee.

Section 16.1(d). Ergonomics Sub-Committee. The Employer will continue an Ergonomics sub-committee of the Safety Committee which will include one of the Union represented employees on the Safety Committee.

Section 16.2. Contagious Disease. In the event that an employee is exposed during the course of their employment to a contagious disease, and the Employer prohibits the employee from working, the employee shall be paid for actual work time lost in accordance with the Employer's Extended Sick Benefit and/or Workers' Compensation Policies.

In the event that an employee(s) is exposed to a contagious disease unrelated to the course of his employment, and the Employer prohibits the employee from working, the employee shall be paid 50% of his straight time wages lost due to his disqualification from working.

For purposes of this Section, contagious disease means only the following: Group A Streptococcal Disease, Measles, Mumps, Pertussis, Rubella, Scabies/Lice and Varicella, and is limited to the time period in Occupational Health Services Policy EH-011, revised January, 1999.

An employee prohibited from working due to a contagious disease will not be charged points under the Employer's Attendance Policy for such absence.

The employee covered by this Section must use the Employer's Employee Health and follow its policies.

The Employer agrees to provide appropriate prophylactic treatment at no cost to the employee if the condition is work related, provided that the employee must use the Employer's Employee Health and follow its policies.

Section 16.3. Reports Provided to Chairperson from Employer. The Employer will provide the following reports to the Chairperson: (A) the OSHA 300(a) log on an annual basis; (B) within 72 hours after receipt of the report by the Benefits Director or designee, an Employee Accident/Illness Report affecting an employee in the bargaining unit. Any confidential patient information will be deleted from such reports.

Section 16.4. Quality Thermometer in Central Distribution. The Employer agrees that it will provide a quality thermometer in the Central Distribution area in the Support building. If for operational reasons the Employer is

diverting conditioned air which results in the temperature in such area exceeding eighty (80) degrees, the Employer will restore the conditioned air until the temperature is stabilized below such eighty (80) degrees.

ARTICLE 17

PERFORMANCE OF BARGAINING UNIT WORK

Section 17.1. Performing Bargaining Unit Work. The Employer and the Union recognize that management employees, agency/leased employees, temporary employees, contingent and per diem employees not meeting the department's requirement to maintain contingency or per diem status, students, interns, other employees outside of the bargaining unit, physicians, residents, vendor technical representatives, and volunteers may perform work which overlaps the work of employees covered by this Agreement, and agree that this Agreement does not in any way restrict such persons from performing such work, provided that, an Administrative Director/Manager or Supervisor shall generally only perform such bargaining unit work in emergencies, including when bargaining unit employees are not at work and immediately available to do the work, in the instruction or training of employees while the employees being instructed or trained are present, in the performance of necessary work when difficulties are encountered, or when necessary at any time due to patient safety or care.

ARTICLE 18

EMPLOYEES WORKING IN MULTIPLE LOCATIONS

Section 18.1. Employees Working in Multiple Locations. If, as part of their job responsibilities, an employee of the Employer either works both at a facility covered by this Agreement and a facility not covered by this Agreement, or works at a facility not covered by this

Agreement, the employee shall continue to be covered by the terms of this Agreement. If the Employer decides to modify the job responsibilities of a classification to provide that an employee will work in whole or in part at a facility not covered by this Agreement, it will notify the employee(s) in the affected classification and unit and, unless an employee agrees to such work arrangement, the Employer will post such job under the provisions of Article 11, Section 11.2, and, if it determines a layoff is necessary, the Employer will permanently lay off the applicable number of employee(s) in such classification as provided under the provisions of Article 11, Section 11.4 in order to adjust staffing.

Section 18.2. Assignment to Other Locations on Temporary Basis. Employees in the same classifications on a temporary basis can be assigned to perform work at such other location when the employee at the other location is absent. If possible, such assignment will be on a voluntary basis. If there is not a volunteer and the Employer has made reasonable efforts to find a replacement by other means, the Employer and the Union recognize that, the Employer may assign the least senior qualified employee available to work at such other location. An Employee assigned on such temporary basis will be paid mileage allowance if they drive their vehicle. Such mileage allowance shall be paid from the employee's residence to such location, less the mileage from their residence to their regular work facility. If such employee does not have personal transportation, the Employer will arrange transportation.

Section 18.3. Orientation for Registered Nurse Reassigned to Another Nursing Unit. A registered nurse reassigned to another nursing units will be:

- Oriented to location of emergency equipment, unit layout and routines
- Assigned a resource RN
- Assigned a reasonable assignment based on their knowledge and skill
- A CGNI is exempt from reassignment.

Section 18.4. Effect of Transfer/Consolidation on Employees Working in Multiple Locations. This Article shall not apply to the transfer/consolidation of units, services, or operations which is covered by Article 5, Section 5.8.

ARTICLE 19

HOLIDAYS

Section 19.1. Holiday Days. The Employer recognizes the following holidays:

- New Years Day (January 1)
- Easter Sunday
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

Section 19.2. Holiday – Pay for Holidays Worked. Employees who work on the holiday will be paid their regular rate of pay for hours worked (including all differentials) plus an equal number of hours as holiday pay at the employee’s base hourly rate of pay.

For purposes of paying holiday pay, the holiday will be considered the shift starting on the actual day of the holiday.

For example, the shift starting at 11:00 p.m. on the day before Thanksgiving will not be considered the holiday, rather the shift starting at 11:00 p.m. on Thanksgiving will be considered the holiday.

An on call employee, who reports for work on a holiday will receive holiday pay, and be paid consistent with Section 15.6.

Section 19.3. Holiday – Pay and Eligibility for Holidays Not Worked. Full time employees who are not scheduled to work the holiday will be paid eight (8) hours of holiday pay at the employee's base hourly rate of pay (excluding all differentials). To be eligible for such holiday pay, the full time employee who does not work on the holiday must meet the following requirements:

- (a) Must have completed ninety (90) days of employment.
- (b) Must have worked their scheduled shift both before and after the holiday except as provided below:
 - (i) Employees on approved scheduled CTO will be considered to have met this requirement, provided they work all of their scheduled hours both on their scheduled day prior to and after the combined CTO and holiday day off.
 - (ii) Employees on an approved Bereavement Leave, Jury Duty and Short Term Military Leave under Article 12, Section 12.3 and Short Term Union Leave under Article 12, Section 12.6 will meet this requirement, provided the employee has worked all of their scheduled hours both on his last scheduled work day before and after such leave.

Section 19.4. Holiday – During Leave of Absence. Except as provided in Section 19.3 (b)(ii), employees on an approved leave of absence will not be eligible for holiday pay, if the holiday falls within their leave period.

Section 19.5. Holiday – Failure to Work as Scheduled. Employees scheduled to work on a holiday who fail to work will not be eligible for holiday pay. If eligible, an employee absent on such day may qualify for CTO.

Section 19.6. Holiday Scheduling. The scheduling of holidays to be worked or scheduled off shall be determined by unit policy.

Section 19.7. Holiday Celebration for Monday – Friday Units. Units which operate on a Monday through Friday basis will celebrate a holiday occurring on Saturday on the preceding Friday and a holiday occurring on Sunday on the following Monday, except Easter Sunday will be celebrated on Good Friday for such unit.

Section 19.8. Holiday Pay During Christmas and New Year's Eve Holidays. For purposes of the Christmas and New Years holidays, the period for receipt of holiday pay extends from 3:00 p.m. on Christmas Eve and New Years Eve respectively through Christmas Day and New Years Day, provided the employee will be paid for only one day of holiday pay for Christmas and New Years during that period.

Section 19.9. Holiday – Banking Hours. Subject to the following provisions, an employee can file a written option to bank holiday hours up to a maximum of fifty-six (56) hours. Such banked hours will be scheduled through the scheduling process in Article 15, Section 15.9, or be used for MTO/VTO.

A full time or part time employee who works on a holiday shall be eligible to bank the number of hours paid as holiday pay for work on such day, up to the maximum of fifty-six (56) hours.

A full time employee who does not work on a holiday shall be eligible to bank the number of hours paid for such holiday up to the maximum of fifty-six (56) hours.

ARTICLE 20

COMBINED TIME OFF

Section 20.1. Combined Time Off Schedule. Subject to the following provisions, the Combined Time Off Program ("CTO") in effect on October 24, 2006 will continue in effect during the term of this Agreement.

Section 20.1(a). CTO – Schedule. CTO is accrued according to the following schedule:

Employment Status	Length of Service	Accrual Rate	Hours Per Pay (80 hrs.)	Max. Annual Hours	Max. 8 Hr.
Full-time, Part-Time & Supplemental Contingent	0 thru 4 years	5.77%	4.61 hours	120 hrs.	15 days
	5 thru 10 years	7.69%	6.15 hours	160 hrs.	20 days
	11 thru 20 years	10.00%	8.00 hours	208 hrs.	26 days
	21 thru 24 years	11.92%	9.53 hours	248 hrs.	31 days
	25 thru 29 years	12.31%	9.85 hours	256 hrs.	32 days
	30+ years	12.69%	10.15 hours	264 hrs.	33 days

Section 20.1(b). CTO -- Accrual. CTO accrues on all hours paid and VTU hours and MTU hours, provided that

the maximum hours for accrual cannot exceed eighty (80) hours in a bi-weekly pay period.

CTO does not accrue while an employee is on an unpaid leave of absence, or if an employee has an unpaid day off work, unless otherwise specifically agreed in this Agreement.

Section 20.1(c). CTO -- Scheduling. CTO must be scheduled by the employee with their Manager/Supervisor as provided in Article 15, Section 15.9.

Section 20.1(d). CTO – Maximum Hours Accrual. The maximum number of hours that an employee can accumulate in their CTO bank is one and one-half (1.5) times their annual earnings. Once the maximum of the bank is reached, additional CTO will not accrue until the employee's bank is below the maximum amount.

Section 20.1(e). CTO – Pay Period Adjustment. CTO accruals will be adjusted the pay period following an employee's anniversary date if the employee has moved into a different accrual level.

Section 20.1(f). CTO -- Pay Rate. CTO will be paid at the employee's base hourly rate (excluding all differentials) when the CTO is taken.

Section 20.1(g). CTO -- Pay for Unscheduled Absences. CTO paid for unscheduled absences are not used in the computation of overtime. Scheduled and approved CTO is used in the computation of overtime.

Section 20.1(h). CTO -- Cessation. Except as provided in sub Section 20.1(j), CTO accrual ceases on the last day worked preceding termination for any reason.

Section 20.1(i). CTO – Conditions Not Paid Under. CTO will not be paid to any employee terminated before the completion of their probationary period, or for termination due to gross misconduct, such as theft, patient abuse, or similar gross violations.

Section 20.1(j). CTO – Use During Non-Paid Leaves of Absence. Employees on non-paid leaves of absence (excluding non-paid medical leaves) are required to use CTO for scheduled work days until their CTO bank reaches forty (40) hours.

Section 20.1(k). CTO – Pay Out at Permanent Layoff. Accrued CTO at the employee's option will be paid to an employee at the time of permanent layoff.

Section 20.1(l). CTO – During Temporary Layoff. For purposes of temporary layoffs, under Article 11, Section 11.3, an employee may accept unpaid time off or may elect to use CTO. In such temporary layoff, CTO accrues if the employee takes unpaid time off.

CTO elected during a temporary layoff can be used and paid in any increments allowed as of the effective date of this Agreement.

Section 20.1(m). CTO – Without Prior Approval. CTO taken without prior approval of the Manager/Supervisor will be considered "unscheduled." Excessive or patterned unscheduled absences will be considered under the Attendance Control Policy.

Section 20.1(n). CTO – During Holidays. Holidays under this Agreement which occur at the same time that CTO is being taken as scheduled time off will be paid as holidays and not as CTO.

Section 20.1(o). CTO – Availability. An employee must have available CTO at the time scheduled CTO is taken.

Section 20.1(p). CTO – Used for All Incidental Absences. CTO must be used to cover all incidental absences (i.e. illness, personal business, childcare and other events).

Each employee's absence due to personal illness will be covered from CTO for the first 20% of the employee's budgeted scheduled hours per pay period. After this coverage, the employee must use their Extended Sick Benefit bank.

Section 20.2. CTO – Sharing of. Employees will be allowed to donate/receive CTO consistent with MHP Leave Sharing Policy included as Attachment S.

ARTICLE 21

WAGES

Section 21.1. Wage Range Schedule. Subject to Section 21.2, wage ranges will continue on the basis in effect on October 24, 2006.

Section 21.2(a). Hourly (Non-Exempt) Employees: General Wage Increase, Wage Range, and In Range Adjustments – October, 2006. Wage ranges for hourly positions will be adjusted by 2%. A 2% ("general wage") increase will be provided effective the first payroll period after October 25, 2006. Except as provided in Section 21.5, hourly employees at the maximum of the range on such date will receive a 2% wage increase. Hourly employees in the wage range, on such date will receive the 2% general wage increase, and up to an additional 1.5% increase, but cannot exceed the maximum of the wage range.

Section 21.2(b). Hourly (Non-Exempt) Employees: General Wage Increase, Wage Range, and In Range Adjustments – October, 2007. Wage ranges for hourly positions will be adjusted by 2.25%. A 2.25% general wage increase will be provided effective the first payroll period after October 25, 2007. Except as provided in Section 21.5, hourly employees at the maximum of the range on such date will receive a 2.25% wage increase. Hourly employees in the wage range, will receive the 2.25% general wage increase, and up to an additional 1.5% increase, but cannot exceed the maximum of the wage range.

Section 21.2(c). Hourly (Non-Exempt) Employees: General Wage Increase, Wage Range, and In Range Adjustments – October, 2008. Wage ranges for hourly positions will be adjusted by 2.25%. A 2.25% general wage increase will be provided effective the first payroll period after October 24, 2008. Except as provided in Section 21.5, hourly employees at the maximum of the range on such date will receive a 2.25% wage increase. Hourly employees in the wage range, on such date will receive the 2.25% general wage increase, and up to an additional 1.5% increase, but cannot exceed the maximum of the range.

Section 21.2(d). Equity Adjustments. Employees in the following classifications may be eligible for an equity adjustment according to the following guidelines:

Eligible Classifications: Clinical Nurse 2, Clinical Nurse 3, Clinical Nurse 4, Sr. Staff Nurse 4, and Float Nurse.

Criteria for Equity Adjustment: Based on the following steps and an employee's original date of licensure, an employee in the above classifications will receive an adjustment up to the applicable step in two installments; one-third of the adjustment

will be made effective immediately before the general wage and in range adjustments are made in October, 2006, and two-thirds of the adjustment will be made effective immediately before the annual wage and in range adjustments are made in October 2007.

Years of RN License	Clin 2	Clin 3	Clin 4	Sr. Staff	Sr. Staff 4
Less than 1 year	20.70	22.16	24.51	22.88	25.31
1 year	21.10	22.66	25.07	23.39	25.88
2 years	21.70	23.30	25.78	24.06	26.62
3 years	22.30	23.94	26.49	24.72	27.36
4 years	22.90	24.59	27.21	25.39	28.09
5 years	23.50	25.23	27.92	26.05	28.83
6 years	24.20	25.98	28.75	26.83	29.69
7 years	24.80	26.63	29.46	27.50	30.42
8 years	25.50	27.38	30.30	28.27	31.28
9 years	26.20	28.13	31.13	29.05	32.14
Maximum	26.59	28.55	31.59	29.48	32.62

Full year must be completed by November 1 to get credit. Example, RN received license in December 2003. RN will be credited with two years for the first equity adjustment. Employees in the classification listed above whose wage rates exceeds the wage step applicable to their licensure date will neither have their wage rate reduced, nor receive any equity adjustment.

Section 21.2 (e). Wage Range Maximum. In no event shall an employee receive more than the maximum of the wage range.

Section 21.2 (f). Timing of Increases. The general increase and in range adjustments provided in sub Sections 21.2(a), (b), (c), and (d) shall be applied simultaneously (e.g.

an employee receiving a general increase of 2% and an in range increase of 1.5% will receive an increase of 3.5% on the effective date of the increase).

Section 21.3. Exempt Employees Wage Adjustment. Exempt employees' shall receive the same wage adjustments as hourly employees identified in Section 21.2.

Section 21.4. Lump Sum Payment. Employees, who as a result of the in-range adjustments, receive less than the applicable in-range adjustments, shall receive the balance of the adjustment as a lump sum, up to 1.5%. Lump sums will be distributed November, 2006, January, 2008 and January, 2009.

The lump sum payment will be made only to employees actively employed on the distribution date of each respective year. Employees on leave of absence will not receive such amount.

The above lump sum payments are subject to applicable taxes.

Section 21.5. Red-Circled Employees. Employees over the maximum of the wage range will maintain their wage rate until the maximum of the wage range exceeds their rate, in which event they will receive increases up to the maximum of the wage range.

Section 21.6. Wages for New Hires. New hires will be placed in the wage range based on relevant experience for the job classification in which they are being hired as determined by the Employer.

Section 21.7. Wage Rates for Employees Who Permanently Transfer Within The Bargaining Unit. An employee who permanently transfers to a different

classification within the bargaining unit with a maximum wage rate higher than the maximum wage rate for the classification held at the time of the transfer will receive a five percent (5%) promotion increase, provided that in no event shall the wage rate exceed the maximum wage rate of the classification into which they are promoted, or be paid the minimum of the wage range, whichever is greater.

Employees who transfer to a position within the bargaining unit with a lower maximum wage rate than the maximum wage rate for the classification held at the time of the transfer will have their wage rate reduced by 5%, provided the wage rate cannot exceed the maximum, or be less than the minimum wage rate of the classification.

Employees who transfer to a position within the bargaining unit with the same maximum wage rate as the maximum wage rate for the classification held at the time of the transfer will be paid the same rate being paid at the time of the transfer.

During their trial period, if an employee returns to their former position under Section 11.2 the employee will be paid their former rate, including any adjustments made in that rate.

Section 21.8. Wage Increase for Temporary Transfers.
If temporarily transferred to work in a classification with a higher maximum wage rate than the maximum wage rate for their classification for at least a majority of their shift hours, an employee will receive a temporary increase in wages of five percent (5%) for all hours worked on that shift. provided, that in no event, shall the wage rate exceed the maximum wage rate for the classification into which they are temporarily transferred.

This provision does not apply to a registered nurse assigned to Charge Nurse responsibilities; such registered nurses are eligible for the Charge Nurse premium.

Employees temporarily transferred to a classification with the same or a lower maximum wage rate than their classification will continue to be paid their rate of pay.

Employees may be temporarily transferred for up to twelve (12) weeks to fill a non-bargaining unit Director/Manager/Supervisor position, and in such event, shall be paid a premium of ten percent (10%) of their base wage rate not to exceed the maximum wage rate for such job. The Employer may select any employee it chooses for such temporary transfers.

Section 21.9 Report In Pay. Except in cases of emergencies or acts of God, employees scheduled for work who report without being notified in advance not to report for work will be guaranteed three (3) hours of work or pay. For purposes of this Section, if the Employer either notifies or attempts to notify the employee at least one (1) hour before the start of his shift, or, within such one (1) hour, notifies the employee before leaving home, the Employer will have satisfied its obligation to notify the employee in advance.

Section 21.10. Call In Pay. Consistent with the following provisions, an off duty employee who is not on call, who is requested to work ("call in") with less than twenty-four (24) hours notice, will be guaranteed a minimum of two (2) hours work or pay and will be paid one and one-half (1 1/2) times their rate for the first two hours worked; all other hours worked as a result of such call in will be paid at the employee's regular hourly rate, unless such hours qualify for overtime pay as provided in Article 15, Section 15.5.

Employees who are not on call, who are requested to report early for a scheduled shift with less than twenty-four (24) hours' notice will be paid call in pay up to their established starting time for time worked, not to exceed two hours. All other hours will be paid at the regular hourly rate, unless such hours qualify for overtime pay as provided in Article 15, Section 15.5.

Employees called in to work will be paid the shift premium applicable to the hours worked as a result of the call in. Call in as provided in this Section covers situations in which an employee is called to work hours in addition to his scheduled hours.

Section 21.11. Weekend Premium. An employee who works the majority of their work hours on a shift during the forty-eight (48) hour period occurring during 7:00 a.m. Saturday to 6:59 a.m. on the following Monday will be paid a weekend differential of \$.45 per hour. Weekend premiums will be considered in the computation of the average hourly rate for overtime purposes.

Section 21.12. Shift Premium. Employees who work the majority of their hours between the hours of 3:00 p.m. and 11:30 p.m., will receive a shift premium of \$.75 per hour, which will be added to their applicable base rate.

Employees who work the majority of their hours between the hours of 11:00 p.m. and 7:00 a.m., will receive a shift premium of \$1.00 per hour.

Such shift premiums shall be paid only for the actual hours worked during the applicable period for which a shift premium is paid, and only for hours approved by the Employer.

If a day shift employee works beyond his scheduled quitting time, and such work occurs after 3:00 p.m., the employee will be paid the shift premium applicable to employees who work the majority of their hours between 3:00 p.m. and 11:30 p.m. for such additional hours beyond their scheduled quitting time.

A night shift employee who works into the day shift will continue to be paid the night shift differential up to a maximum of four (4) hours.

If an employee is called in early, he shall be paid a shift premium only for those hours which actually qualify for a shift premium.

Section 21.13. Travel/Pay. Except for local travel (i.e. travel within a fifteen (15) mile radius of St. Vincent Mercy's main campus) if an employee is required to travel from their residence to a facility other than their regular work facility or facilities, the Employer will pay such employee consistent with the Fair Labor Standards Act, plus a mileage allowance from and back to their residence based on the IRS mileage allowance. This provision does not apply to an employee who as part of the regular job works at multiple locations.

Section 21.14. Working in Multiple Locations Premium. An employee who as part of their regular job is not required to work at multiple locations will be paid a premium of \$.75 per hour, if they are assigned to work at a location different than their regular work location. The premium provided in this Section applies only to the hours worked at such different location. Locations in this Section refer to different campuses and not to different areas within the same campus. An employee who as part of their regular job is required to work at multiple locations is not eligible for the premium provided.

Section 21.15. Preceptor Pay. The Employer and the Union recognize the value of on the job training (precepting) because of the insights an employee may have into the training process. For purposes of this Section, precepting means that the employee is generally assigned to work side by side with another employee(s) demonstrating the methods or procedures for performing the job, ensuring that the employee is performing the job consistent with the Employer's standards, evaluating with the employee their progress on the job and completing all Employer provided forms for evaluation.

Precepting is distinguishable from familiarizing an employee with a job or department procedures, answering another employee's questions incidental to job performance, and similar functions necessary to orientate a new employee to the daily work functions. The Employer and the Union recognize that such orientation is the joint responsibility of the Employer and employees.

When the Employer selects a seniority employee, whose job responsibilities do not include the training or leading of other employees, to act as a preceptor for at least a majority of the preceptor's shift the Employer will pay the seniority employee selected a premium of seventy-five (75¢) cents per hour for all hours worked on that shift. An employee selected to be a preceptor will participate in any required training or program development necessary to act as a preceptor.

The Employer's agreement that it may select a seniority employee covered by this Agreement to precept another employee(s) does not in any way diminish the Employer's right to have supervisors, managers, or other persons precept or train employees.

Irrespective of any other provision of this Agreement the selection and assignment to job precepting shall be at the Employer's discretion.

For purposes of this preceptor program, if a person employed by an employer other than the Employer is precepted by an employee, the preceptor shall be paid the preceptor premium, provided all other requirements in this Section are met.

Nothing in this Section requires the Employer to pay preceptor pay if an employee is training or working with any student who is being trained as part of their educational requirements.

Employees listed in Attachment G are not eligible for preceptor pay.

Section 21.16. Charge Nurse Differential. The Charge Nurse Differential for Registered Nurses assigned on a daily basis to Charge Nurse responsibilities will be \$.75 per hour worked. The practices for such assignments shall continue to be determined by each unit, provided that to be assigned as Charge Nurse an employee must have at least one (1) year of registered nurse service at the Employer, and preference for such assignment will be given to Union represented employees.

Section 21.17. Cross-Training Differential. A cross-training differential of \$1.25 per hour will be paid to an employee who meets the guidelines of Attachment I.

Section 21.18. Reassignment Pay. Reassignment pay in effect on October 24, 2006 will be continued according to the policy in effect on such date including the differential of one dollar (\$1.00) per hour.

ARTICLE 22 INSURANCES

Section 22.1(a). Medical/Dental/Prescription Plans.

Except as provided in the chart in this Section, the medical, dental and prescription coverage in effect on October 24, 2006, will continue to be offered to full time and part time employees.

During the term of this Agreement the Employer may change an insurance carrier, provided that the coverage is equal to the coverage provided by the previous carrier. In the event the successor carrier is unable to provide exactly equal coverage, the Employer and the Union will bargain about any differences that might exist.

Effective January 1, 2007, the following will be applicable to the medical and prescription plans:

Medical Annual Deductible: (Annual deductible does not apply to co-payments/encounter fees/co-insurance/mental health/substance abuse benefits).

Tier 1: \$150 per member/\$300 per 2-person/family

Tier 2: \$450 per member/\$900 per 2-person/family

Tier 3: \$800 per member/\$1600 per 2-person/family

Co-insurance for Medical Services

Tier 1: 100%

Tier 2: 75% insurance/25% participant

Tier 3: 50% insurance/50% participant

Annual Co-insurance Maximum out of pocket limit for Medical Services

Tier 2: \$2,000 per member/\$4,000 per 2 person/family. (NOTE: University of Michigan Health System will be added as a "provider")

Preventative Services

Health Maintenance Exam

Tier 1: 100%, up to \$200 benefit paid per calendar year/per person

Tier 2: 75%, after Medical Annual Deductible; 75% benefit is paid up to \$200 per calendar year/per person

Colonoscopy – eligibility: age 50 and older.

Tier 1: 100% paid at MHP facility

Scheduled Benefits – Co-Pays

Specialist Care/Allergy

Tier 1: \$ 20 Co-pay

Tier 2: \$ 30 Co-Pay

Speech Therapy – must be pre-certified to ensure coverage

ER Visit Co-Pay

Tier 1 Emergency:

Effective 1/1/07 \$40 co-pay

Effective 1/1/08 \$45 co-pay

Effective 1/1/09 \$50 co-pay

Non-emergency, plus the difference based on 75% insurance/25% participant

Effective 1/1/07 \$65 co-pay

Effective 1/1/08 \$70 co-pay

Effective 1/1/09 \$75 co-pay

Tier 2 Emergency:

Effective 1/1/07 \$40 co-pay

Effective 1/1/08 \$45 co-pay

Effective 1/1/09 \$50 co-pay

Non-emergency plus the difference based on 75% insurance/25% participant

Effective 1/1/07 \$65 co-pay

Effective 1/1/08 \$70 co-pay

Effective 1/1/09 \$75 co-pay

Tier 3 Emergency:

Effective 1/1/07 \$40 co-pay

Effective 1/1/08 \$45 co-pay

Effective 1/1/09 \$50 co-pay

Non-emergency plus the difference based on 50% insurance/50% participant

Effective 1/1/07 \$65 co-pay

Effective 1/1/08 \$70 co-pay

Effective 1/1/09 \$75 co-pay

The Emergency Room co-pay will be waived if the covered person is admitted on an inpatient basis or is held on an observation basis which meets the observation criteria established by the Centers for Medicare & Medicaid Services (CMS).

Physician Office or Urgent Care Visit:

Tier 1: \$15 co-pay

Tier 2: \$25 co-pay

Tier 3: Covered by deductible and co-insurance

Spouse Eligibility Rule:

If an employee's spouse is eligible for health insurance coverage through their employer, the employee's spouse is required to be covered by such coverage unless (i) the spouse's only coverage is through Paramount Health Insurance HMO, or (ii) the spouse's employer's plan requires the spouse to make a premium payment of greater than \$100 per month. The premium payment threshold is increased to \$110 effective 01/01/08 and \$120 effective 01/01/09.

If an employee's spouse is covered through their employer, and the employee elects family coverage under the Employer's plan, the spouse's coverage through their employer is the primary coverage.

Integration Method: Through integration of benefits, SVMMC will not pay for any benefits which are higher than the benefits provided under the applicable SVMMC medical insurance plan.

Prescription Coverage:

- \$ 5 co-pay for generic drugs
- \$25 co-pay for brand drugs which do not have a generic equivalent
- \$35 co-pay for brand drugs which have a generic equivalent which are written by the physician on a "DAW" basis.

If there is a generic equivalent for a drug, the generic will be substituted for the brand drug, unless the prescription is written on a "DAW" basis.

If prescribed by a physician a monthly supply of pediatric liquid drugs will be dispensed for one co-pay for a thirty (30) day supply, and (2) a monthly supply of pills up to a maximum of one hundred and twenty (120) pills will be dispensed for one co-pay.

Maintenance Drugs will be filled on a ninety (90) day basis for the following co-pays:

\$10 co-pay for generic drugs

\$50 co-pay for brand drugs

External Pharmacy: 50% of cost of prescription to the employee (a maximum of \$60) with a minimum of \$20 generic/\$35 brand, or cost of the prescription if less than the minimum.

Formulary Changes: Formulary and **90 day refill** changes will be made during the term of this Agreement in the same manner made for other employees of the Employer not covered by this Agreement. The Employer will provide thirty (30) days notice of formulary changes and **90 day refill**.

Non-covered Services: Gastric bypass surgery will not be considered a covered service for purposes of health insurance.

Vision Coverage: \$100 allowance every two (2) years toward the purchase of optical hardware (i.e. frames, lenses and contacts).

Wellness Program Parties agree it is subject to bargaining once developed.

Dental Plan

- Brush biopsy covered as a preventative service
– paid at 100%

The above provisions represent only an outline of benefits; the terms and conditions of the Plans are controlling.

Section 22.1(b). Premium Contributions – Full Time and Part Time Employees. To be eligible for medical, dental, and prescription coverage, full time and part time employees will make premium contributions pursuant to the percentage contributions which are set forth on Attachment J.

Section 22.1(c). Insurance Coverage Eligibility. An employee is eligible for medical, dental and prescription coverage beginning with the first day of the month following thirty (30) days of employment, except for transferring employees covered by Article 11, Section 11.1, who are eligible for such coverage immediately upon transfer.

Section 22.1(d). Insurance Coverage for Employees on Permanent Layoff. Medical, dental and prescription coverage for employees on permanent layoff will be continued through the end of the month following the month in which the layoff occurred.

Section 22.1(e). Insurance Coverage for Employees on Certain Leaves. Medical, dental and prescription coverage for medical and workers' compensation leaves of absence, including an employee's FMLA leave for personal medical reasons, will be continued until the end of the month following nine (9) months after the beginning of such leave. Such continuation of coverage shall be offset against the insurance continuation provided by the Employer's policy. See Article 22, Section 22.5.

Section 22.1(f). Insurance Coverage for Employees on FMLA Leaves Other Than FMLA Leaves for Personal Illness. Medical, dental, and prescription coverage for FMLA leaves other than personal illness, which is covered by Section 22.1(d), will be continued to the beginning of the month following twelve (12) weeks of such leave. Such continuation of coverage shall be offset against the insurance contribution provided under the Employer's policy. See Article 22, Section 22.5.

Section 22.1(g). Insurance Coverage for Other Leaves. Except for Short Term Military Leaves under Article 12, Section 12.3, and Short Term Union Leaves under Article, Section 12.6, and personal leaves, medical, dental, and prescription coverage shall be discontinued at the end of the month in which the leave commences.

Insurance coverage for personal leaves will continue through the end of the month following thirty (30) days of the personal leave.

Section 22.1(h). Insurance Coverage for Short Term Military and Short Term Union Leave. During a Short Term Military Leave and Short Term Union Leave, medical, dental, and prescription coverage will be continued.

Section 22.1(i). Insurance Coverage Discontinuation. For any termination of employment, medical, dental, and prescription coverage shall be discontinued at the end of the month in which the termination occurs.

Section 22.1(j). Emergency Room Visit Under PPO Option. Under the PPO option provided by the Employer, reasonable attempts will be made to make sure that a physician charge for an emergency room visit is paid at the same tier as the hospital charge. In situations where physician charges are not consistent with the hospital charge

which are brought to its attention, the Employer will remedy the disparity.

Section 22.1(k). Insurance Rider for Full Time Student. The full time student medical, dental, and prescription rider will be continued to age twenty-five (25), consistent with the current rider. In addition, life insurance and accidental death and dismemberment riders will be available for full time students to age twenty five (25). To be eligible for the riders, the student must be single, a dependent of the sponsoring employee, and a full time student as defined by the administrator of the applicable plan, and comply with all other eligibility requirements.

Section 22.1(l). Prescription Plan. The prescription plan will continue to provide that:

(i) glucose test strips, if prescribed by a physician indicating a specific daily dosage, will be dispensed in thirty (30) day increments by rounding up to the nearest amount dispensed in full packages.

(ii) The drug Zyban will be covered as a drug under the prescription drug program.

Section 22.2(a). Life Insurance. Full time and part time employees are eligible to receive Employer paid life insurance in the following amounts:

Full Time Employees – Benefits by Design Life Insurance Options Summary Chart

Full Time Employee Status	Employer Paid	Buy-Down
Hourly/Non-Exempt	1 x Base Income	\$10,000
Exempt	1.5 x Base Income	\$10,000

Part Time Employees – Benefits by Design Life Insurance Options Summary Chart

Part Time Employee Status	Employer Paid
Hourly/Non-Exempt	\$10,000
Professional Exempt	\$15,000

Section 22.2(b). Accidental Death and Dismemberment (AD&D) Insurance. Accidental death and dismemberment insurance will be provided in an amount equal to life insurance.

Section 22.2(c). Effective Date of Life and AD&D Insurance. Life insurance and accidental death and dismemberment insurance become effective on the first day of the month following thirty (30) days of employment and terminate as provided in Sections 22.1(d) to 22.1(i), for termination of medical, dental, and prescription insurance.

Section 22.2(d). Supplemental Life Insurance. At their expense, an employee may enroll for supplemental life insurance according to the Employer's policy in effect on October 24, 2006.

Section 22.3. Disability Insurance. Full time employees who have been employed at least six months are eligible for Employer paid short term and long term disability insurance which provides a benefit of fifty percent (50%) of the employee's base hourly wage rate or salary up to a maximum of \$2,500.00 per month. The short term and long term benefit is based on the employee's budgeted hours. For short term benefits, the waiting period is sixty (60) days, and for long term benefits the waiting period is six (6) months.

Section 22.3(a). Disability Insurance Plan Continued. The short term and long term disability plan in effect on October 24, 2006 will continue in effect.

Section 22.3(b). Additional Disability Insurance. Consistent with the plan in effect on October 24, 2006, full time employees are eligible to apply for additional short term and long term insurance coverage at their own expense.

Section 22.4. Continuation of Benefits. The Employer will continue its policy in effect on October 24, 2006 which relates to continuation of benefits as provided in the Continuation of Health/Prescription/Dental Coverage attached to this Agreement as Attachment M.

Section 22.5. Retiree Medical Coverages. During the term of this Agreement, retiree medical coverage will be continued, for retirees retiring from October 25, 2003 through October 24, 2006, provided that for a retiree under the pension plan who is between ages fifty-five (55) and sixty-five (65), the percentage contribution will be annually increased by the same percentage, if any, of the increase in premiums for the PPO coverage provided for active employees.

Section 22.6. Continuing Insurance Coverage for Employees Retiring During Term of Agreement. During the term of this Agreement, a retiree has the option of continuing medical and prescription coverage (if applicable), provided the retiree makes the applicable premium payment as provided in this Section.

Pre Age Sixty-Five (65). During the term of this Agreement, a retiree who is age fifty-five (55) or up to age sixty-five (65), who retires with ten (10) or more years of service may continue medical coverage until they attain age

sixty-five (65) by electing such coverage and paying the appropriate premium rate set forth on Attachment K, provided that such premium rate shall be increased annually on or about January 1 by the same percentage, if any, of the increase in premiums for the PPO coverage provided for active employees.

Post Age Sixty-Five (65). During the term of this Agreement, a retiree with twenty (20) years of service or more who retires at age sixty-five (65) or older, or retires prior to age sixty-five (65) and continues until age sixty-five (65) medical coverage under the Employer's medical plan will receive a contribution of twenty-five percent (25%) of the premium for single coverage up to a maximum of \$35.00 per month to purchase insurance supplementary to Medicare.

ARTICLE 23

PENSION PLANS

Section 23.1. Pension Plans. The Employer's pension plans (defined contribution and defined benefit plans) in effect on October 24, 2006 will continue in effect.

Section 23.1(a). Defined Benefit Plan Multiplier. The defined pension plan benefit multiplier for computing pension benefits is .9 for employees retiring during the term of this contract.

Section 23.1(b). Defined Benefit Plan Average Final Earnings. Average final earnings for the defined benefit plan will continue to be the average earnings of the highest five (5) consecutive years out of the last ten (10) years of employment.

Section 23.2. Vesting. – Five Year Cliff vesting will be implemented for bargaining union members on the following basis effective January 1, 2007.

- (a) Participants who are actively employed by SVMMC on or after January 1, 2007 are to be 100% vested after they are credited with 5 or more years of vesting service. Years of vesting service earned before 2007 are counted.
- (b) Participants who are actively employed by SVMMC on or after January 1, 2007 and who had at least 3 but not 5 years of vesting service by December 31, 2006 are 20% vested after 3 years of vesting service, 40% vested after 4 years of vesting service, and 100% vested after 5 years of vesting service. Years of vesting service earned before 2007 are counted.
- (c) Vesting for participants who are not actively employed by SVMMC on or after January 1, 2007 will be determined under the prior 7 year graded vesting schedule.

Section 23.3. Pension Plan Statements to be Furnished. Employees will be furnished individualized defined benefit statements once per year. The respective vendor will periodically provide defined contribution and tax deferred annuity statements. In addition, the respective vendors will provide investment fund performance update on a periodic basis for funds under the defined contribution plan, and the tax deferred annuity plan.

Section 23.4. Vendors and Fund Line Up. During calendar year 2007, the vendors for the tax deferred annuities will be limited to Lincoln Financial Group and Fidelity Investments. The Employer may change the funds

provided through Lincoln and Fidelity, or change the vendors provided at least 30 days notice of the change is given to the Union.

ARTICLE 24

EXTENDED SICK LEAVE BENEFIT

Section 24.1. Extended Sick Leave After CTO. Full time and part time employees accrue paid sick leave, which they are eligible to use for their own personal illness/injury after completion of ninety (90) calendar days of employment. Paid Extended Sick Leave can only be used after an employee has used CTO for the first twenty percent (20%) of the employee's budgeted scheduled hours per pay period.

Subject to Letter of Agreement No. 8, if an employee with accrued Extended Sick Leave transfers from full time or part time to a status other than full time or part time, their accrued Extended Sick Leave will be frozen effective the date of transfer, and they will not accrue Extended Sick Leave while in their new status.

The Employer will give a full time or part time employee transferring to a status in which they will not accrue Extended Sick Leave Benefits notice of such result.

Section 24.2. Accrual of Extended Sick Leave. Full time and part time hourly employees will accrue Extended Sick Leave commencing with their first day of employment on the basis of 3.84% of paid hours (10 eight hour days per year for a full time employee working 2,080 hours) up to eighty (80) hours paid in the bi-weekly pay period.

A full time exempt employee will receive a bank of 352 hours upon date of hire or transfer into an exempt position. Once sick leave is used, such employee will begin accruing

hours based on hours paid as provided in this Section until the maximum bank is reached.

Section 24.3. Extended Sick Leave Accrual Maximum. Unless an employee has been grandfathered under the Employer's policy which became effective in October, 1998, full and part time employees can only accumulate up to a maximum bank of 352 hours.

Section 24.3(a). Accrual of Extended Sick Leave Upon Return to Work After Two Consecutive Scheduled Work Days Off Due to Personal Injury or Illness. Employees returning to work after being off two (2) or more consecutive scheduled work days due to personal illness or injury within three (3) scheduled work days, may continue to use accumulated Extended Sick Leave Benefit.

Section 24.4. Physician's Certificate. A physician's certificate may be required to receive Extended Sick Leave Benefits.

Section 24.5. Extended Sick Leave Paid Based on Wages in Effect at Time of Benefit. Extended Sick Leave Benefits are paid based on the employee's current base wage rate at the time the Benefit is taken.

Section 24.6. Extended Sick Leave – Overtime Not Computed. Extended Sick Leave Benefits are not used in the computation of overtime.

Section 24.7. Payment of Accrued Extended Sick Leave Benefits Upon Retirement. Employees who are eligible for retirement (minimum age of 55 with ten years of vested service) under the Employer's pension plan when they terminate from the Employer's employment will be paid 100% of their accrued Extended Sick Leave Benefits.

Section 24.8. Extended Sick Leave Benefits Payable in Increments. Extended Sick Leave Benefits are payable in any increments approved by the Manager/Supervisor.

Section 24.9. Effect of Transfer on Extended Sick Leave Benefits. If an employee transfers from an hourly to an exempt position they will automatically be given an accrual of 352 hours. If an employee transfers from an exempt position to an hourly position, they will carry the number of Extended Sick Leave Benefit hours that they have at the time of transfer.

Section 24.10. Accrual of Extended Sick Leave Benefits During Temporary Layoff. In the event of a temporary layoff under Article 11, Section 11.3, Extended Sick Leave Benefits will accumulate during such temporary layoff.

Section 24.11. Extended Sick Leave Abuse. Excessive or patterned use of Extended Sick Leave Benefits will be evaluated under the Employer's Absence Control Policy.

Section 24.12. Extended Sick Leave During Holidays. Holidays under this Agreement which occur while an employee is absent and receiving Extended Sick Leave Benefits will be paid as Extended Sick Leave Benefits.

Section 24.13. Extended Sick Leave Benefits Paid on Basis of Employee's Budgeted Hours. Extended Sick Leave Benefits are paid on the basis of an employee's budgeted hours per work day missed, up to a maximum of forty (40) hours per week.

ARTICLE 25
TUITION REIMBURSEMENT

Section 25.1. Tuition Reimbursement. The Employer will extend the tuition reimbursement plans in Attachments Q and R to employees covered by this Agreement.

Employees who are enrolled as of October 24, 2006 in the Tuition Reimbursement Programs incorporated into the 2003 – 2006 labor agreements have the option to continue coverage under such programs until December 31, 2007, or to transfer to the programs set forth in Attachments Q and R.

Section 25.2. Tuition Reimbursement for Mandatory Education Classes. The Employer will reimburse employees required to take mandatory education courses according to the policy in Attachment H.

ARTICLE 26
EMPLOYER SPONSORED PLANS

Section 26.1. Employer Sponsored Plans. The Employer may provide bonus (including Success Sharing Program), reward, suggestion, or other Employer programs for bargaining unit employees on the same basis as non-bargaining unit employees.

ARTICLE 27
**FITNESS FOR DUTY/DRUG POLICY/
INFECTION CONTROL SURVEILLANCE**

Section 27.1. Fitness for Duty. Because the Employer is licensed to provide health care for its patients, and is to provide a safe work environment for its employees, it is necessary that employees be fit for duty while working or on call.

Section 27.2(a). Drug/Alcohol Policy. As part of meeting its responsibility set forth in Section 27.1, the Employer prohibits the manufacture, distribution, acquisition, dispensation (unless part of the employee's job responsibilities), or possession of unlawful drugs by an employee. In addition, the Employer prohibits the use of unlawful drugs, or the lawful use of drugs or alcohol which impairs job performance.

For purposes of this Section, drug is defined as any substance which may impair mental or motor functions including but not limited to illegal drugs, controlled substances, designer drugs, synthetic drugs, look alike drugs, and prescription drugs which impair the employee's fitness to perform his job responsibilities.

If a Director or Manager/Supervisor finds evidence that an employee appears unfit for duty, due to a perceived impairment possibly resulting from the use of drugs or alcohol, they will send the employee to Occupational Health Services or the Emergency Department for testing and determining their fitness for duty. In doing so the guidelines under Attachment O will be followed. All expenses for the examination will be paid by the Employer.

If the employee refuses to comply with the Director's or Manager's/Supervisor's direction, the employee will be suspended, but prior to doing so, the Director or Manager/Supervisor will consult with the applicable steward, alternate, or Bargaining Committee member. Such refusal and unfitness for duty may result in disciplinary action, which is subject to review under the Grievance Procedure.

The Employer will refer an employee who has been determined to be in violation of the Employer's drug and alcohol policy for rehabilitation. Failure of an employee to

participate in or complete such program may be considered in evaluating discipline for an employee.

Employees may use legal medication or drugs prescribed by a licensed practitioner, provided that such usage does not adversely affect the employee's fitness for duty or endanger the health and safety of the employee or others.

Section 27.2(b). Supervisor Training. The Employer recognizes that it has a responsibility for providing to its Directors or Managers/Supervisors training in evaluating whether an employee appears unfit for duty possibly due to the use of drugs or alcohol.

Section 27.2(c). Use of Medication. Employees may use legal medication or drugs prescribed by a licensed practitioner, provided that such usage does not adversely affect the employee's fitness for duty or endanger the health and safety of the employee or others.

Section 27.2(d). Off Duty Testing. While an employee is not at work, they will only be contacted to report back to work for drug testing if there is a drug accountability issue related to the employee's job. In such event, the employee will be guaranteed a minimum of two (2) hours pay for time involved in such drug testing, and all such hours will be considered hours worked.

Section 27.3. Testing of Employees Operating Vehicles. The Employer employs employees who, as part of their job responsibilities, drive vans, cars or other commercial vehicles. Because of the risk posed by such employees to themselves and the general public, and the Employer's potential liability, any employee driving such vehicles must annually have a pre-scheduled physical examination on Employer paid time, including drug and alcohol screen, to

determine such employee's fitness for duty. Any such employee determined to be using drugs or alcohol as defined above will meet with Human Resources and the Chairperson of the Bargaining Unit to review their individual situation. Such testing may be used for discipline, and additionally employees determined to be using drugs as defined above will be required to participate in and complete an employee assistance program as a condition of employment.

Section 27.4. Infection Control Surveillance Policy. In select instances of outbreak or identification of an unusual organism of epidemiological significance, culturing of employees may be warranted.

The Employer, therefore, reserves the right to have employees tested for purposes of investigation of infection problems. Prior to doing such testing, the Employer will advise the Chairperson of the Bargaining Committee of the reasons for such testing and the employees to be tested.

ARTICLE 28

GENERAL

Section 28.1. Non-Discrimination. The Employer and the Union recognize their respective responsibilities under federal and state law relating to fair employment practices, which relate to non-discrimination because of race, religion, color, age, sex, sexual orientation, union activities, national origin, or against any employee who is disabled as defined for purposes of the American With Disabilities Act and similar Ohio law.

Section 28.2. Contract Booklet. The Employer agrees to print this Agreement within ninety (90) days of sign-off by the Employer and the Union and will make a

reasonable effort to provide a copy to each employee and obtain such employee's signature acknowledging receipt.

Section 28.3. Union Bulletin Boards. The Employer agrees to furnish and maintain three (3) locked bulletin boards at St. Vincent Mercy Hospital and one (1) locked bulletin board at any facility which has more than ten (10) employees. Notices shall be restricted to the following types:

Notices of Union recreational and social affairs;
Notices of Union bargaining unit elections, appointments, and results of those Union elections; and
Notice of Union meetings.

Section 28.4. Office for Union's Use. The Employer will continue to provide space similar to the space provided on October 24, 2006, for use by the Union's Bargaining Committee for the administration of this Agreement. The Employer will furnish the office(s) with desks, partitions, chairs, a phone for local service, and a filing cabinet for the Bargaining Committee.

Section 28.5(a). Payday. Payday shall be every two (2) weeks. For employees hired on July 1, 2000 or thereafter, pay shall be by direct deposit to any financial institutions of an employee's choosing. The Union will encourage employees hired before July 1, 2000 to enroll in direct deposit to any financial institutions of the employee's choosing. It is understood that direct deposit will be optional for employees hired before July 1, 2000. A voucher of the direct deposit shall be distributed by United States mail.

Section 28.5(b). Pay Check Error. If the Employer is in error on an employee's pay check of seven (7) hours or more, and the employee notifies the designated payroll

person in his department on or before 10:00 a.m. on the Tuesday following the pay day, the Employer will make the employee whole and issue a check to the employee on the following Thursday by Noon. If the error is less than seven (7) hours or notification is later than such Tuesday at 10:00 a.m., the amount shall be paid in the following pay. If the Employer changes the pay day, after October 6, 2000, the dates on which errors are to be reported shall be adjusted by a number of days equal to the number of days the pay day was changed.

If the error results from an employee error, the amount shall be paid in the following pay.

The actual day of pay day shall be determined by the Employer, provided that the Employer will give the Union at least thirty (30) days notice of any change in such date, and provided further that the pay period will not be longer than two weeks.

Section 28.5(c). Voluntary Payroll Deductions.

Voluntary payroll deductions which are variable amounts are limited to deductions of at least \$5.00 per occurrence for the deductions allowed by the Employer, provided that if such deduction is electronically transferred to the payroll system, a deduction of less than \$5.00 is permissible. Voluntary payroll deductions of fixed amounts (e.g. United Way, 403(b) contributions) can be less than \$5.00 for the deductions allowed by the employer.

The Employer furnished to the Union a list of such deductions in effect on May 1, 2000. If the Employer anticipates adding to or deleting from such list, it will notify the Union thirty (30) days in advance. At the Union's request, the Employer will meet with the Unit Chairperson and a representative of the International Union to review its reasons for the change.

Section 28.6. Employee List. On a monthly basis the Employer shall provide an electronic report to the Union listing all bargaining unit employees. This listing will include the classification, department, seniority date, and status of each employee. In addition, the Employer shall provide, on a monthly basis, reports listing all new hires, terminations and changes in classification, status, bargaining unit, name or address of all bargaining unit employees.

Section 28.7. Union Orientation. The Chairperson of the Bargaining Committee, or designee, shall be allowed to participate in the orientation process for new employees hired into positions within the bargaining unit. Such participation shall be at times and places determined by the Employer within the employee's probation period, and shall be arranged to cover as many new employees as possible at the same time.

Section 28.8. Employee Assistance Program. The Employer agrees that employees may participate in the Employer's Employee Assistance Program on the same basis as all other persons employed by the Employer.

Section 28.9. Uniforms. The Employer agrees to provide, maintain, and launder an appropriate supply of scrub suits for employees working in the following areas: Surgery (Operating Room, Recovery Room, and Anesthesia), Labor and Delivery, including NICU, Central Service/Sterile Processing, Burn Unit, CVICU, the Pharmacy Hood area, and other areas as required by the Employer consistent with OSHA or similar state regulatory agency regulations.

The Employer agrees to make scrub suits available for other employees to purchase at the Employer's cost provided that such scrub suits are of a different color than those scrub suits being required by the Employer.

The Employer agrees to provide protective clothing for employees who may be assigned to do work where protective clothing is required.

Additionally, employees regularly assigned to work outside in rain or cold weather shall have available for their use cold weather gear and raincoats on the same basis as provided on April 1, 2000.

As required by OSHA regulations, the Employer shall continue its current policy in regards to cleaning jackets, smocks, aprons, lab coats, shoes and personal clothing which become soiled by blood/body fluids.

An employee has the responsibility, where required, to wear protective clothing correctly. Failure to do so will result in discipline unless the Employer has not made the protective clothing available.

Section 28.10. Participation on Employer Committees for Patient and Service Issues. The Employer agrees that employees within the bargaining unit will be able to participate on committees for patient and service issues which are established by the Employer, or by a department or unit of the Employer, on the same basis as other persons employed by the Employer.

While the Employer and the Union recognize the value of employee input when the Employer develops its policies on patient and service issues, such involvement does not in any way erode the Employer's Management Rights set forth in Article 5.

Section 28.11. Personnel Records. Employees shall be permitted to review their Employer maintained personnel file twice each calendar year. Such review will be in the presence of a representative of the Employer's Human

Resource's Department, and must be arranged twenty-four (24) hours in advance of the proposed review, excluding Saturdays, Sundays and holidays under this agreement. An employee wishing a copy of any document in his personnel file shall be furnished a copy at the Employer's expense, unless the employee is requesting documents previously furnished to him.

Such personnel file for review shall not include any medical records or employee references supplied to the Employer if the identity of the person making the reference would be disclosed. The Union understands that any information that is kept separately from other records and relates to an investigation by the Employer, and any records relating to a grievance investigation which are kept separately will not be included in the personnel file.

Section 28.12. Transitional Work. Employees shall participate in the Employer's Transitional Work Program on the same basis as provided in Attachment E.

Section 28.13. Wage Assignments/Garnishments. If the Employer is required by law to withhold court ordered wage assignment and garnishments, such information will not become a part of the employee's personnel file.

Section 28.14. Adverse Weather. In the event of adverse weather conditions, the Employer's policy provided in Attachment F shall be followed during the term of this Agreement.

Section 28.15. Employee Parking. Since, during the term of this Agreement, the Employer agrees to continue its practice of providing employees with free parking, employees shall park only in those areas designated by the Employer. In the event that it determines that parking areas have to be changed from the areas in effect on October 24,

2006, the Employer will give the Union 30 days notice of that change, and agrees that any change made will be made in a similar manner for both bargaining unit employees and non-bargaining unit employees in positions comparable to those positions in the bargaining unit.

Section 28.16. Supplies and Equipment. The Employer and the Union and the employees covered by this Agreement agree that they have a shared responsibility for maintaining adequate supplies for patient care, and to take measures aimed at assuring that equipment is reliable and properly maintained. The Employer recognizes that as part of its management responsibility it is to adopt policies having an objective of providing adequate supplies such as latex free gloves, blood pressure cuffs, thermometers, towels and linens. The ultimate responsibility for determining the adequacy of or need for, or brand/type of any supplies rest with the Employer.

Section 28.16(a). Supply Level and Handling. The employee's responsibility is to file a written notice with the Employer when he believes that there is a shortage of a supply, provided the employee first follows the department/unit procedure for acquiring supplies. Additionally, it is the employee's responsibility to handle and use all equipment and supplies in a safe, competent manner to avoid damage to the equipment or supplies, or injury to himself. An employee must report on a written form furnished by the Employer all breakage or damage to equipment, including the circumstances, if known, which relate to such breakage or damage, and any equipment determined to be missing.

Section 28.16(b). Equipment Training. The Employer recognizes as part of its management responsibility to provide adequate training on new equipment and, the employee recognizes their responsibility to attend such

training. To accomplish the responsibilities of both the Employer and the employee, the Employer will attempt to schedule training in such a manner that it is available on all shifts; however, it is recognized that, because of vendor accessibility, number of employees to be trained, or other factors, training may be required at times other than during an employee's regularly scheduled work hours.

Section 28.17. Postings. In order to assure an atmosphere that is essential to proper patient care, to prevent unnecessary interruptions to facility operation, to protect security of the facility premises and to promote the interests of cleanliness, neatness and appearance of the facilities, there shall, within the Employer's facilities, be no distribution during an employee's working time or in work areas of the Employer or posting by employees, or by the Union, or its representatives, or employees covered by this Agreement, of any pamphlets, advertising or political material, notices, or any kind of non-work-related literature, except as provided in Article 28, Section 28.3 regarding bulletin boards.

Section 28.18. Confidentiality. Employees and the Union recognizes that the importance of maintaining confidentiality for both patients and employees is a critically important aspect of the way the Employer does business.

Accordingly, employees are expected to maintain the confidentiality of their patients or family members and fellow employees. Unless it is necessary as a function of their job, employees should not access or disclose information about the condition, performance, or personal affairs of patients or family members or other employees. Employees must refrain from discussing the condition, performance or personal affairs of patients, their family members, visitors or other employees. It is expected that

prohibited discussions of confidential information will not occur at any time.

Any act of dishonesty to a patient by an employee, or any accessing or disclosure of confidential information by an employee to a patient or a fellow employee or any unauthorized person which is not made in the course of the employee's duty to the Employer shall be a breach of duty. Breach of these rules of confidentiality are subject to discipline, provided that an employee may file a grievance regarding whether he engaged in such conduct under the Grievance Procedure.

Section 28.19. Evaluations. Each employee in the bargaining unit shall receive a written evaluation of his work performance at the end of his probationary period and at least annually thereafter. The evaluation shall be reviewed with the employee by his supervisor or manager. Specific recommendations for improvement in job performance may be made in the evaluation or explained to the employee. An employee will be given the opportunity to add written comments to the evaluation and sign it to indicate that they have read the evaluation. If the employee disagrees with the evaluation, he may prepare, date, and sign a written response to be attached to the evaluation. Written evaluations may not be used as a step in the disciplinary procedure.

Section 28.20. Notice of Agency/Temporary Use. A representative of the Employer will notify the Steward and/or member of the Bargaining Committee as soon as possible when agency or temporary employees are to be used in a department or unit. Under this Section, if agency or temporary employees are to be used during a specified period of time, the Employer may give the Steward or Bargaining Committee member a single notice covering such use.

Section 28.21. Continuation of Nursing Programs.

The following programs in effect on October 15, 2000 will be continued during the term of this Agreement: PRN Program per Attachment L, Nursing Career Ladder, Market Sensitivity Pay, and Nursing Longevity Bonus.

Section 28.22. Invalidation of Provisions. Should any part hereof contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such validation of such part or portion of this Agreement shall not invalidate the remaining portion hereof, and such remaining portion shall remain in full force and effect. Those portions of this Agreement which are invalidated as aforesaid shall be subject to immediate negotiations.

Section 28.23. Peer Interviewing. If the Employer elects to use a staff interviewing process for filling non-bargaining unit positions, or bargaining unit positions which involve new hires into the bargaining unit, on the Employer's request, Union represented employees will participate in the interview process for filling such positions.

Section 28.24. Worker Memorial Recognition. SVMMC and UAW Local 12 agreed that upon the Union providing notice at least ten (10) days in advance, Management and Union representatives will participate jointly in lowering the flag to half-staff each year on April 28 for the term of the current collective bargaining Agreement.

Section 28.25. Elections of Union Representatives. The Employer will permit the Union to conduct elections for representatives under Article 10 on the Employer's premises. To the extent feasible, supervisors will not be in the polling area. The Employer agrees to this arrangement because of the Union's guarantees that there will be no

political activity by candidates during work time or in any patient care area, employees will vote on their non-work time, the election will be held in a mutually agreed place(s), the election process will not in any way affect patient care or cause any disruption on the premises or in the Employer's services. Additionally, the Union agrees that there will be no loitering in the polling area. However, the Employer recognizes that candidates may remain in the polling area during the election process, provided they are orderly and their conduct does not cause any disruption on the premises.

The poll times and date will be designated by the Union, subject to the Employer suggesting alternatives if the times and dates are disruptive to the services provided by the Employer.

ARTICLE 29

DURATION

Section 29.1. Duration of Agreement. This Agreement shall become effective on November 2, 2006, unless otherwise agreed to by the parties for the implementation of specific provisions and continue in full force and effect until 11:59 p.m. October 24, 2009 and from year to year thereafter unless written notice is given by one party to the other of an intention to terminate, modify, or amend this Agreement ninety (90) days prior to October 24, 2009 or any subsequent anniversary date. A notice of intention to terminate, modify or amend this Agreement shall constitute a notice of termination, so that the Agreement will terminate on its expiration date, unless extended by the Employer and the Union.

ST. VINCENT MERCY MEDICAL CENTER:

Michael McEachern, President & Chief Executive Officer
Carol Whittaker, Vice President Patient Care Services –
Metro Division
Barbara Martin, Vice President Nursing Services
Gary George, Regional Vice President Human Resources
Barbara Gessel, Chief Human Resources Officer
Ronald Santo, Labor Counsel

UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW):

Lloyd Mahaffey, Region 2-B Director
Catherine Booher, Region 2-B International Representative
Joseph Rioux, Region 2-B International Representative
Sandy Lawson, Chairperson
Karen Miller, Vice Chair
Sue Pratt, At Large Committee Member
Gina Venia, At Large Committee Member

***An original signed copy of this Agreement is available in
Human Resources and the Local Union Office.***

ATTACHMENT A
NURSING CLASSIFICATIONS:

- Ambulatory Case Manager
- Ambulatory Specialty Nurse
- Cancer Center Education Coordinator
- Cardiovascular Clinical Coordinator
- Clinical Coordinator – Wound Care
- Clinical Data Specialist
- Clinical ER Research Nurse
- Clinical Graduate Nurse Intern
- Clinical Nurse II
- Clinical Nurse II - 1st Asst.
- Clinical Nurse II Float
- Clinical Nurse III
- Clinical Nurse III Float
- Clinical Nurse IV
- Clinical Nurse IV Float
- Clinical Nurse Specialist
- Clinical Research Nurse
- Community Health Affairs Nurse
- Community Health Affairs Nursing Coordinator
- Critical Care Transport OPS Coordinator
- Critical Care Transport Nurse
- Diabetes Clinical Coordinator
- Diabetes Educator - RN
- Emergency Operations Nurse Coordinator
- Infection Control Practitioner
- Lactation Consultant
- Nurse Educator
- Nursing Case Manager
- Outcomes Manager
- Parish Nurse Coordinator
- Patient Placement Staffing Office Coordinator
- Pediatric Outreach/Trauma Prevention Coordinator

- Pediatric Specialty Case Manager
- Per Diem
- Perinatal Educator Coordinator
- Research Clinical Improvement RN
- RN 24/36
- RN36/54
- RN/Cardiovascular Tech 2
- RN/EP Tech
- Sr. Staff Nurse
- Sr. Staff Nurse 4
- Sr. Staff Nurse - Float
- Staff Develop Coordinator
- Weekend RN 1
- Weekend RN 2
- Weekend RN 3

ATTACHMENT A (continued)
NURSING UNITS:

- 1-A
- 1-B
- 1-C
- 2-C
- 3-A
- 3-B
- 3-C
- 4-B
- Cardiac Cath
- Cardiac Rehab
- Community Health Center
- CV Administration
- CVICU
- CVOR
- Diabetes Education
- Diabetes Teaching (Mercy)

- Emergency Dept. (Main)
- Emergency Operations
- Enterstomal Therapy
- Float Pool (Med/Surg)
- GI Unit
- Hemodialysis
- Hope for Families
- Infection Control
- Intermediate Med/Surg
- Labor and Delivery (7-A)
- Life Flight/Mobile Life
- Maternal Child Administration
- Maternal Fetal Medicine
- Med/Surg ICU/Trauma/Burn
- Medical Clinic
- Mercy Family Practice (Gandy Health Center)
- Minimally Invasive Vascular Surgery
- Newborn ICU
- NSICU/5-C/Neuro Seizure Monitor
- Nursing Education
- OB Clinic
- Occupational Health – Offsite
- Occupational Health Services
- Pain Management
- Palliative Care
- Pastoral Care
- Patient Placement Services
- Pediatric Administration
- Peds Allergy Service
- Peds Clinic
- Peds ICU - Pediatrics/CNC
- Peds Ortho
- Peds Pulmonary
- Peds Specialty Clinic
- Peds Surgery

- Peds Urology
- Post Procedural Recovery
- Postpartum (7-C)
- Psychiatric Services
- Pulmonary/Oncology – Clinic & Service
- Quality Management
- Radiation Therapy
- Radiology
- Recovery Services
- Research
- Surgery
- Surgery Specialty Clinic
- Survey & Accreditation/PI
- Tissue Bank
- Transitional Care Unit
- Trauma Department
- WIC Program

ATTACHMENT B
LOCATIONS

St. Vincent Mercy Medical Center
2213 Cherry Street
2222 Cherry Street
2400 Cherry Street
2409 Cherry Street
Toledo, Ohio 43608

Mercy Healthcare Center
2200 Jefferson Avenue
Toledo, Ohio 43604

St. Vincent Family Care Center
2213 Franklin Avenue
Toledo, Ohio 43620

Hope for Families
2238 Jefferson Avenue
Toledo, Ohio 43624

Center for Health Promotion at Sunforest
3930 Sunforest Court
Suite 100
Toledo, Ohio 43623

Pediatric Physical Therapy
3930 Sunforest Court
Suite 200
Toledo, Ohio 43623

Fort Meigs Center for Health Promotion
13415 Eckel Junction Road
Perrysburg, Ohio 43551

Regency Laboratory
2000 Regency Court
Toledo, Ohio 43606

Woodley Laboratory
3922 Woodley Road
Toledo, Ohio 43606
Aspen Grove
7561 Secor Road
Lambertville, MI 48144

Park Center
5800 Park Center
Suite B
Toledo, Ohio 43615

PerryTown Square
900 West Boundry - Suite B
Perrysburg, Ohio 43551

North Point
4411 Holland Sylvania Road
Building 2
Toledo, Ohio 43623

Riverside Warehouse
1401 North Summit Street
Toledo, Ohio 43623
(for Medical Records Specialists)

ATTACHMENT C
RN STEWARDS AND ASSIGNED AREAS

NUMBER OF STEWARDS/ALTERNATES	DEPARTMENTS
<p>Area 1: 1 Steward/1 Alternate</p>	<p>Community Health Affairs Employee Health FCC Medical Clinic & OB/GYN Clinic Hope for Families Infectious Disease Infection Control MCO Clinical Support MCO Urology Maternal Fetal Medicine Mercy FP/Gandy Clinic Min. Invasive Vascular Pain Clinic Parish Nurses Peds Pulmonary Center Peds Service Peds Specialty Clinic Peds Surgery Peds Outreach Ed. Coord Research Specialty Clinic Survey and Accreditation Trauma Services WIC Wound Clinic</p>
<p>Area 2: 1 Steward Days/ 1 Alternates Days 1 Steward Nights/1</p>	<p>CDG & Card. Cath Lab Diabetes Education Endo/Procedural Care Unit</p>

<p>Alternate Nights –(*Shared)</p>	<p>EP Lab ER ER Staff Development Coord. Life Flight (St. V's & St. Rita's) Interventional Radiology Mobile Life Observation Unit Occupational Health (on and off-site) Radiation Therapy</p>
<p>Area 3: 2 Steward Days/2 Alternates Days 1 Steward Nights/1 Alternate Nights – (*Shared)</p>	<p>1A 1B 1C Burn Unit CHF Clinic CV Surgery CVICU Cardiac Rehab PAT Pre-op Proc. Recovery Services Stoma Surgery Surgery Staff Development Coord.</p>
<p>Area 4: 1 Steward Days/1 Alternate Days 1 Steward Nights/1 Alternate Nights – (Shared)</p>	<p>2C 3A 3B 3C 3C Constant Care Hemodialysis Psych 2A/2B</p>
<p>Area 5:</p>	<p>4A</p>

NUMBER OF STEWARDS/ALTERNATES	DEPARTMENTS
1 Steward Days/1 Alternate Days 1 Steward Nights/1 Alternate Nights – (*Shared)	4B 4C MS/CC Floats Onc. Clinic Outcome Mgrs. Staff Development Coordinator
Area 6: 1 Steward Days/1 Alternate Days 1 Steward Nights/1 Alternate Nights – (*Shared)	5A – Palliative Care 5B – Med Surg ICU/Trauma 5C Neuro ICU Neuro Stepdown
Area 7: 1 Steward Days/1 Alternate Days 1 Steward Nights/1 Alternate Nights	6A/B – Peds 7C L & D Maternal/Child Admin. Svcs. Maternal/Child Floats NNICU Peds. Proc. Peds Staff Development Coord. PICU
1 Day “Float Steward”/1 Alternate Day Float Steward	
1 Night “Float Steward”/1 Alternate Night Float Steward (*Areas 2, 3, 4, 5 & 6 share stewards)	

ATTACHMENT D
CLOSED UNITS/SPECIALTY TEAMS

1C

5B

Anatomical Pathology

Burn Unit

Cath Lab

CT

CVICU

EKG (Cardiac Echo Techs.)

Emergency Department

Hemodialysis

Infant Monitoring (Pulmonary Outreach)

Labor and Delivery

Life Flight

Mobile Life

MRI

Neurodiagnostics

Nuclear Medicine

Occupational Health (off site)

OR/Recovery (Periop Services)

Procedural Endoscopy Services

Psych Services

Radiation Therapy

Radiology Nursing

Respiratory Neo Natal Transport Team

Special Procedures

Ultrasound

ATTACHMENT E **TRANSITIONAL WORK PROGRAM**

PURPOSE

The Transitional Work Program provides a means for an employee with a temporary or permanent disability to be accommodated in his/her current position, or assigned for a period of time to a temporary position. The goal of the program is to return the employee to his /her own position or a similar alternative permanent position.

GENERAL

Work Related

1. The employee is to report a work-related illness or injury to his/her supervisor at the time of the occurrence. The Employee Incident Report is filled out prior to the end of the shift and employee seeks appropriate medical treatment first at Employee Health, Occupational Health or Emergency.
2. For all employees that have an incident and are missing work, the supervisor on duty at the time of the incident should call Regional Benefits Department at 251-1729 and report the incident.
3. After a physician has treated the employee and determined diagnosis and extent of injury/illness, the Regional Benefits Department and the supervisor will receive necessary documentation, i.e. Incident Report, Medical Records Return to Work with Accommodation release form.
4. Using the physician's report, the employee's supervisor will meet with the employee and will attempt to accommodate his/her restrictions.

5. The Regional Benefits Department will track each employee's progress regarding appointments for treatment, work attendance, and progress in rehabilitation, providing documentation as previously described.
6. The Regional Benefits Department will assist the injured employee through the medical insurance and worker's compensation systems.

Non Work Related Illness or Injury

1. The employee reports a non work-related illness or injury to his/her supervisor. Employees must follow appropriate LOA policies in order to participate in the disability management program and will not be paid without appropriate medical documentation supporting a leave of absence.
2. After a physician has treated the employee and determined the diagnosis and extent of injury/illness, the employee is responsible for supplying the necessary documentation to the Regional Benefits Department.
3. The Regional Benefits Department will ensure that copies of necessary documentation (i.e. restrictions, continuation of leave, etc.) are received by the appropriate individuals/department and will discuss with the employee and the employee's supervisor, the employee's work status.
4. Using the physician's report, the Regional Benefits Department will contact the employee and the employee's supervisor to arrange appropriate Transitional Work.
5. The Regional Benefits Department will track each employee's progress regarding appointments for treatment, work attendance, and progress in rehabilitation, providing documentation as previously described.

6. The Regional Benefits Department will assist the injured employee through the medical insurance system.

TRANSITION TO TRANSITIONAL WORK PROGRAM

Any employee who is not on a Leave of Absence at the time of the ratification of the Labor Agreement shall participate in the Transitional Work Program for future leaves.

Any employee on a Leave of Absence at the time of ratification of the Labor Agreement shall participate in the Transitional Work Program and his Leave of Absence will be subject to a maximum 12 month period from the date of the Labor Agreements ratification.

WAGE CONTINUANCE WHILE IN TRANSITIONAL WORK PROGRAM

A. Temporary Restriction twelve weeks and under

1. Employees returning to work under the Transitional Work Program will be paid at their normal rate for up to 6 weeks. If the employee is still not back to full duty in his/her own or similar position at the end of 6 weeks then the rate will be adjusted to reflect the value of the work being done. (i.e. an RN doing unit clerk work will be paid at an equitable rate to current employees in the unit clerk position.)

2. No employee shall make more money in the transitional work program than they receive in their regular position.

3. Employees will continue on this wage program until they return to their full duties, bid to a new position under the Labor Agreement, or subject to the following paragraph, have completed 12 weeks of the temporary Transitional Work Program. It is the employee's responsibility to seek

the bid board).

The temporary Transitional Work may be extended beyond 12 weeks if it is determined by Employee Health/or Occupational Health and the Regional Benefits Department that the employee within a period of up to (8) eight weeks will be able to return to the full duties of his regular classification. Denial of an extension is subject to the Grievance Procedure.

If the employee is unable to return to his job within 12 weeks, or the extension period, the employee will be evaluated to determine if he has permanent medical limitations which require accommodation, or be returned to Leave of Absence status, or be placed in an appropriate open position as provided in Paragraph B below.

B. Permanent Medical Limitations

1. Employees who are determined by a physician as permanently disabled, or temporarily disabled but exceeding the time limits as set forth in Paragraph 3 of sub part A above may be placed in an appropriate open position as close to their regular job as possible.

Reasonable accommodation on the employee's regular job will be made if the employee can do the essential responsibilities of that job. The employee must provide written documentation by a physician regarding his limitations and/or need for accommodation.

If the employee is placed in a new position in a lower pay grade, the employee's wage rate will be adjusted to an equitable rate to current employees in that job classification.

Employees moved into lower pay grade positions through the Transitional Work Program will be able to bid for open positions under the Labor Agreement.

2. If the Employer is unable to accommodate an employee by returning him to his/her own position or placing him in an alternate permanent position that is vacant he will be counseled about employment opportunities outside of St. Vincent Mercy Medical Center. An outside agency may be used at Employer expense to counsel and assist the employee in their job search.

FAILURE TO ACCEPT TRANSITIONAL WORK

Employees who are eligible for Transitional Work and have been released to Transitional Work by a physician but refuse the work will not be eligible to continue to receive any benefits including benefits under Worker's Compensation, Disability Benefits, and Sick Benefits. Additionally, if such an employee refuses a position performing work within his job description, or refuses clerical or other sedentary work, within his restrictions, he will be considered a voluntary quit. The employee(s) regularly assigned to this work will not suffer a loss of regular hours as a result of such assignment. If such an employee refuses a position performing any other type of work, he will be considered to be continuing on leave and is eligible to return only to an open position within his classification.

Employees who are eligible for Transitional Work and have been released for Transitional Work by a physician but refuse the work or otherwise follow the Transitional Work policy, may continue on a Family Medical Leave Act leave, if any portion of the 12 week leave time is available, but will not be eligible to receive any other benefits, including benefits under Workers' Compensation, Extended Sick Leave Benefit or Disability Benefit, beginning with the date

work was available.

If such an employee refuses a position performing work within their job description, or refuses clerical or other sedentary work, within his restrictions, he will be considered a voluntary quit.

If an employee refuses a position performing any other type of work, he will be considered to be continuing on a medical leave of absence, and will be required to use CTO during such leave, provided he retains up to forty (40) hours or CTO.

Employees regularly assigned to the work performed by an employee in the Transitional Work Program will not suffer a loss of regular hours as a result of assigning transitional work.

LEAVE OF ABSENCE PROCEDURE

1. Upon notice of a work injury or disability, the department manager and the employee will fill out a Leave of Absence form, noting the date last worked by the employee. The department manager should notify the Regional Benefits Department by phone within 24 hours of this notice.

2. The date that leave begins, as stated on the LOA form, will be the date used for compliance with the 84 days and 365 days department obligations as provided in the Labor Agreement.

TRANSITIONAL WORK EMPLOYEE PERFORMANCE EVALUATIONS

An employee in a Transitional Work Position must meet the job requirements of that position and will be subject to the regular work rules applicable to all employees.

ATTACHMENT F
ADVERSE WEATHER POLICY

Human Resources

Adverse Weather Policy

ST. VINCENT MERCY MEDICAL CENTER

Title: <u>Adverse Weather Policy</u>	Policy NO.:	HR-145
Prepared By:	Effective Date:	9/81
Department: Human Resources	Revision Date:	12/01
Authorized By: Gary George	Date Of Review:	12/03

Replaces:

Applies To: . Hourly and Salaried

PURPOSE

Adverse weather conditions may occasionally place staffing at St. Vincent Mercy Medical Center at an unusually low level. This policy is intended to explain the procedure to be used when paying those employees who are requested to work extended hours until staffing is increased to an acceptable level. It also explains the payment options available to those employees who are late or who are not able to report for duty and provides for emergency transportation to and from the Medical Center if necessary.

POLICY

It is the policy of St. Vincent Mercy Medical Center that employees are encouraged but, if the adverse weather policy is in effect, not required to report to work during adverse weather conditions unless transportation is provided both to and from the facility. Emergency transportation will be provided, if possible to those employees who must report to work. This Adverse Weather Policy will be implemented by Administration if staffing requires, and there is a Level 3

alert declared by Lucas County or, as to the Attendance Policy, if there is a Level 3 declared by the County where the employee resides. Areas outside of Ohio will be covered based on the County emergency determination comparable to a Level 3 in Ohio.

PROCEDURE

1. Absences due to Adverse Weather conditions as defined in this Policy must be reported in the same manner as any other absence would be reported and will be considered excused.
2. The Night Operations Manager or Vice President, Nursing/Patient Care Services shall contact the Administrator-on call whenever staffing levels are adversely affected by inclement weather to enact the Adverse Weather Policy.

- o Absence/Pay

1. If an adverse weather day has been called, employees who are tardy less than two (2) hours will be paid for a full scheduled shift. Those individuals who are tardy two (2) hours or more will only be paid for actual time worked.

This will be handled on a shift by shift basis and need not apply to all shifts in the same day, provided weather conditions improve and travel is no longer seriously impaired.

2. In the event on-duty employees are requested to work additional hours, they will be paid time and one-half for such additional hours worked.

3. In the event an on call employee is requested to remain in the Medical Center, he will be paid the on call wage rate (time and one-half Including the on call premium) for time worked; if he is requested to and volunteers to remain in the Medical Center but is not assigned to work, he will be paid the on call called in premium and the on call wage rate if assigned to work.
4. Employees transported to the facility will be provided transportation, if necessary, within one hour of the end of the employee's regular assigned shift or continue to be paid per the provisions of the CBA regarding payment of straight time and overtime or applicable policy.
5. Employees who are not able to report for duty because of the weather conditions shall have the option of using CTO.
6. Employees who call in sick will be treated the same as any other call in for illness.

- Emergency Transportation

1. If staffing levels are critically low due to adverse weather, the Night Operations Manager, Vice President, Nursing/Patient Care Services, or Administrator-on call, or their designee, shall open Command Center located in the Conference Center Room One and perform the following:
 - a. Contact Security to open the Disaster Cabinet located in the Conference Center coat room and to bring two-way radios and weather radio to the Command Center.

- b. Contact the Vice President, Facility Services, or his designee, to inform them of the situation.
 - c. Notify the Employer Operator to make the following announcement "Attention all personnel, the Adverse Weather policy has been enacted." Repeat twice.
 - d. Secure staff to operate the Command Center from Security, Safety, Human Resources, Administration, or from anywhere in the Employer where staff is available.
2. Upon hearing the Adverse Weather announcement on the PA system, all department managers or their designee shall:
 - a. Complete a Disaster Information Sheet, indicating available personnel and beds, and deliver the Information Sheet to the Command Center located in Conference Center Room One.
 - b. Call or report to the Command Center if your department is in critical need of staff.
3. Establish a list of 4-wheel drive vehicle drivers from employee list or from city volunteers. Notify Communications and Public Affairs to call the radio and TV stations if additional drivers are necessary. The Command Center shall have the driver agreement form signed and issue a temporary name badge. Drivers will be reimbursed for gas and provided free meals.

4. Divide the city into quadrants using zip codes, each of the four malls, or North, East, South and West.
 5. As calls come in to the Command Center from Department Managers or employees, a pick up slip will be completed and placed in the respective quadrant.
 6. Pick up calls will be prioritized with first priority given to direct care givers.
 7. As drivers are assigned pick ups, list the driver and employees' names on the white board.
 8. All approved drivers must report to the Command Center to be given two-way radio or a cellular phone, to sign the driver agreement, and to be given their pick up assignments. All employees will be picked up and dropped off at the main canopy entrance.
- Sleeping Accommodations
 1. Sleeping accommodations are to be coordinated by the Command Center in conjunction with the Admitting Department and Housekeeping.

Areas that may be used include:

- a. Empty patient rooms
- b. Physical Therapy areas
- c. Cardiac Rehabilitation area
- d. Conference Rooms

2. Employees sleeping over may be asked to leave sleeping areas by 7:00 a.m.
3. No beds are guaranteed; all arrangements are on a first come, first serve basis.

- Meals

1. Employees working past their normal shift will be provided with meal tickets during the snow emergency. Any other statements concerning these meals will be announced by Administration as needed.

- MISCELLANEOUS

If legally permissible the Employer shall make available, at no cost to the employee, required prescription medications for employees who work during the adverse weather conditions.

ATTACHMENT G
PRECEPTOR PAY – CURRENT CLASSIFICATIONS
EXCLUDED

Current classifications which include precepting, teaching, training as part of their regular job, and will not receive preceptor pay:

- Clinical Nurse III
- Clinical Nurse IV
- Clinical Nurse Specialist
- Nurse Practitioner
- Nurse Educator
- Ambulatory Specialty Nurse
- Staff Development Coordinator
- Infection Control Practitioner
- Lactation Consultant
- Diabetes Education – RN
- Perinatal Educator

All Leader Positions covered by Section 11.2(m) except the following classifications:

- Clinical Coordinator – C.D.G.
- Clinical Coordinator – Diabetes Ed.
- Clinical Coordinator – Wound Care
- Community Health Affairs Nursing Coordinator
- Critical Care Transport Operations Coordinator
- Patient Placement Coordinator
- Emergency Operations Nurse Coordinator
- Senior Staff Nurse/Senior Staff IV

ATTACHMENT H
MANDATORY EDUCATION –
POLICY NO. MHP-HR-1351.0

Effective Date: 9/98

PURPOSE: To reimburse employees who are required to take mandatory education courses.

POLICY: Employees who take mandatory education courses required to maintain competencies for their position will be reimbursed for the cost of the course(s).

PROCEDURE:

1. The department head/manager will schedule employees for mandatory education programs.
2. Employees will be paid when attending mandatory education classes.
3. If the mandatory education class is not passed, the employee assumes the responsibility for payment.
4. Continuing Education Units (CEUs) are the employee's responsibility and not covered by this policy.

ATTACHMENT I
CROSS TRAINING PREMIUM

1. Cross training is defined as mastering more than one set of competencies or skills which can be performed independently in a Clinical area other than the nurse's specialty. Examples of Cross Training are:

1. Included

- 3B RN fully trained and functioning independently in Hemodialysis.

Excluded

- 1A nurse functioning independently in 1B.

Specialties for purposes of the preceding paragraph are:

- Medical/Surgical/Critical Care/Transitional Care Unit, Cardiac
- Hemodialysis
- Emergency Services
- Perioperative Services/Pain
- Perinatal Services
- Infection Control
- Occupational Health Services
- Clinics
- Pediatrics
- Procedural Endoscopy and Radiology Services
- In-patient Psychiatry Services

2. The differential will be paid to cross trained nurses who function independently in an area other than their specialty (as defined in #1).

3. The cross training differential will be paid only for hours worked in a different specialty (as defined in #1)

4. Float pool nurses do not qualify for cross training differential.
5. The cross training differential applies to full time, part time, supplemental/and contingent registered nurses.
6. Employees receiving cross training differential are not eligible for Reassignment Pay.

ATTACHMENT J
EMPLOYEE MEDICAL & DENTAL INSURANCE
PREMIUMS

PLAN	FULL TIME			PART TIME		
	SINGLE	2-PERSON	FAMILY	SINGLE	2-PERSON	FAMILY
MEDICAL ♦ MMO with Rx	10%	15%	15%	25%	25% of single premium + 50% of the difference between 2- person and single premium	25% of single premium + 50% of the difference between family and single premium
DENTAL 1	15%	20%	20%	25%	25% of single premium + 50% of the difference between 2- person and single premium	25% of single premium + 50% of the difference between family and single premium
DENTAL 2 Employee Buy-Up	Hosp pays same dollar amount as for Dental 1 - employee pays difference	Hosp pays same dollar amount as for Dental 1 - employee pays difference	Hosp pays same dollar amount as for Dental 1 - employee pays difference	Hosp pays same dollar amount as for Dental 1 - employee pays difference	Hosp pays same dollar amount as for Dental 1 - employee pays difference	Hosp pays same dollar amount as for Dental 1 - employee pays difference

ATTACHMENT K
RETIREE HEALTH PREMIUMS PRE AGE 65
(WITHOUT PRESCRIPTION)
(As of January 1, 2007)

	10 – 14 YEARS OF SERVICE EMPLOYEE PAYS	15 – 19 YEARS OF SERVICE EMPLOYEE PAYS	20+ YEARS OF SERVICE EMPLOYEE PAYS
Single Contract	\$ 244.33	\$ 205.75	\$ 154.31
2 – Person Contract	\$ 450.08	\$ 360.06	\$ 308.63
Family Contract	\$ 450.08	\$ 360.06	\$ 308.63

*May be increased January 1st of each year pursuant to Article 22, Sections 22.5 and 22.6.

ATTACHMENT L
PRN POINTS

Bonus Payment Level – 500 points = \$500.00

SHIFT	LESS THAN 8 HOURS	8 HOURS OR MORE
Each Weekend shift	2 pts.	4 pts.
Evening Shift is 3p-11p or 11a-11p	2 pts.	4 pts.
Night Shift is 7p-7a or 11p-7a	3 pts.	6 pts.

PRN points are provided to Registered Nurses involved in direct patient care. Each time an RN reaches 500 points during the year, they will receive a bonus check for \$500.00. In addition, if they have fewer than 500 points left at the end of the program year, they will receive a check for that amount in November, and will begin accruing points for the next program year.

ATTACHMENT M
CONTINUATION OF
HEALTH/PRESCRIPTION/DENTAL COVERAGE

Termination or Reduction in Hours:

Mercy Health Partners (MHP) facilities have "church plan" status and, therefore, are not required to offer COBRA benefits to employees. However, MHP does allow qualified employees and their qualified dependents that lose coverage due to a qualifying event to continue on the hospital's insurance under the Continuation of Benefits program (COB). The employee can continue the (health/prescription and dental) benefits that you have at the time of loss of coverage. The employee would be responsible for paying 102% of the cost of the insurance (subject to change based on the hospital's cost). The following is an outline of the process and the timeframes involved:

1. The employee is responsible for notifying their supervisor of their termination. The employee is also responsible for notifying the Benefits Specialist of any change in employment status or life/family situation which would affect their (or their qualified beneficiary's) eligibility for insurance benefits. Insurance benefits will automatically end the first of the month following the last day of work (or change in status where they would no longer be eligible for insurance) unless the employee completes the needed paperwork in order to continue their benefits under COB in a timely manner.
2. The Benefits Specialist will send out paperwork to the employee generally within 14 days of notification of the final date of work or loss of coverage as long as the office has received proper notification.

3. You have sixty (60) days from the loss of coverage or qualifying event in which to return the forms to the Human Resources Department (Benefits Area). Forms must be received and date stamped by Human Resources no later than 5:00 p.m. on the 60th calendar day in order for you or your dependent to be eligible for COB. Forms and benefit elections will not be accepted after this time frame.
4. You then have forty-five (45) calendar days in which to make payment for the insurance retroactive back to the date your insurance would have normally stopped. Failure to make full payment on the insurance at this time will result in loss of coverage retroactive to the date insurance normally would have stopped. You (nor your dependent) would not be eligible to pick up the insurance at any time in the future.

Example: You terminate employment on 6/15/07. Your insurance would automatically be cancelled 7/1/07. You have until 5:00 p.m. on 8/14/07 to return the signed COB papers in order to continue your insurance. You have 45 days from the date Human Resource receives your form to make payment retroactive to 7/1/07.

Qualified Covered Dependents:

Qualified dependents eligible for continuation of their current benefits are covered spouses, covered dependents and a child born to, or adopted by the covered employee.

Qualifying Events:

Covered employees and their qualified dependents can continue their insurance for up to 18 consecutive months if the following event occurs as long as they have properly notified the hospital:

- . Voluntary termination
- . Involuntary termination (except for gross misconduct such as theft, violence, etc.)
- . Reduction in hours

Example: Employee terms on 7/15/07. Their insurance would end 8/1/07. They can stay on COB until 2/1/09.

The covered spouse or covered dependents can continue their insurance for up to 36 consecutive months (includes all months since the original qualifying event if this is a secondary event) in the event of the following as long as they have properly notified the hospital (within 30 days of the event):

- . Death of the employee
- . Employee's Medicare Entitlement
- . Divorce or Legal Separation (documentation will be required)
- . Dependent child who ceases to be a dependent of the working employee (ex: child reached age 19 and is not a full time student)

Example: Employee terms on 7/15/07 and then dies on 01/01/08. The dependents could continue their insurance until 8/1/10.

Disability Extension:

If a qualified beneficiary becomes totally disabled (as defined by the Social Security Administration) within the first 60 calendar days of being on the COB benefit they can extend their benefit for an additional 11 months (total of 29) as long as they have provided proper written proof of disability to the Benefits Specialist within the 60 calendar day window. It is the Qualified Beneficiary's responsibility to notify the Benefits Specialist. If one member of the

family qualifies for the 29 months, the entire family qualifies for the 29 months.

Open Enrollment:

During Open Enrollment, Qualified Beneficiaries currently covered under COB have the same opportunity to change their elections for health/prescription and dental as active employees. They must return the election forms in the same designated timeframe as active employees.

Payment of Premium:

The payment for the insurance coverage is due the 1st of the month for the following month. (Example: The payment for January would be due January 1.) After the initial agreement forms are processed, no additional statements will be sent. It is the Qualified Beneficiary's responsibility to pay the premiums in a timely manner. Notices regarding any cost changes will be sent to the last known address. If payment is not received in full within 30 calendar days of the 1st of the month, the insurance will automatically be cancelled and cannot be reinstated at any later time.

Conversion Coverage:

At the end of the COB time frame, you may have conversion privileges with the insurance company that you have coverage with. You will need to contact the insurance company directly to determine possible coverage options and cost. Generally you must make a conversion to an individual policy within 30 days of the loss of coverage.

Address or Information Changes:

It is the Qualified Beneficiaries responsibility to keep the Benefits Specialist notified of any changes in address or

family status. All statements and notices will be sent to the "last address" in the employment records and no time extensions will be made because the Qualified Beneficiary did not receive the statement or notice.

Termination of COB Benefit Eligibility:

COB eligibility for benefits will cease the first of the month following any of the following events:

- . End of the coverage eligibility period (you need to keep track of the coverage time as no additional notice will be sent to notify you when coverage will end).
- . Failure to make timely insurance payments
- . The date on which the Qualified Beneficiary first becomes, after the date of the election, covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition of the beneficiary other than an exclusion or limitation which does not apply to, or has been satisfied under, HIPAA (Health Insurance Portability and Accountability Act of 1996).
- . The date on which the Qualified Beneficiary first becomes, after the date of the election, entitled to Medicare.
- . The date the employer ceases to maintain any group health plan.
- . In the case of individuals receiving the 11 month disability extension due to a Qualified Beneficiary being deemed disabled by Social Security Administration, coverage may terminate the month

that begins more than 30 days after the date of the final determination that the Qualified Beneficiary is no longer disabled.

Life and Disability Insurance:

Life insurance and disability insurance are not covered through the COB program. There may be conversion privileges under these programs as long as you follow the appropriate process and timeframes. Please refer to the appropriate section of this booklet or your certificate for additional information.

ATTACHMENT N
WEEKEND RN PROGRAM

ST. VINCENT MERCY MEDICAL CENTER
Job Codes: Weekend 1 – 774; Weekend 2 – 779;
Weekend 3 - 783

<u>BENEFIT/COMP</u> <u>PLAN</u>	<u>COVERAGE</u>
SALARY	Weekend RN 1 - \$37.48; Weekend RN 2 - \$39.77; Weekend RN 3 - \$43.17
SHIFT DIFFERENTIALS AND WEEKEND PREMIUMS	Not eligible.
PAY PREMIUMS	Eligible for charge differential. Not eligible for any other pay premium.
PRN POINTS	Not eligible.
HOURS	Weekend RN 1 – 32 hours/pay; Weekend RN 2 – 40 hours/pay; Weekend RN 3 – 48 hours/pay. Works 3 out of 4 weekends. Weekends off will be determined per department scheduling guidelines.
ADDITIONAL HOURS	Can pick up additional hours during the week. Weekend RN would then have a 2 nd job code (782) and would be paid at the per diem base rate. <i>It is weekend RN's responsibility to float the time to the 2nd job code in Kronos when working hours during the week.</i>

HOURS FOR WEEKEND PAY	3:00 p.m. on Friday to 7:00 a.m. on Monday, hereafter "Weekend". Can work 12 or 8 hour shifts.
ON-CALL	Will work "On Call" as initially posted when the position was accepted. Will receive \$2.00 per hour when on-call and straight time if called in. If called in during the week, will be paid the per diem base rate. If called in on the weekend, will be paid weekend rate.
"FROZEN"	Can be "frozen" at the end of a shift and will go into rotation with other staff members.
MANDATORY/VOLUNTARY TIME OFF	Will be assigned in accordance to Section 11.3(b) of the Collective Bargaining Agreement.
WEEKEND MAKEUP	Weekend make up is scheduled at the manager's discretion. A make up day could be scheduled on a week day paid at the regular per diem base rate.
MEDICAL/DENTAL/PRESCRIPTION	Not eligible
CTO	If currently working in another RN status and transfers to the Weekend RN program, CTO bank will be paid out at the time of transfer. Weekend RN's are not eligible to accrue CTO.

SICK TIME	Not eligible.
LIFE INSURANCE	Not eligible.
DISABILITY	Not covered.
RETIREMENT	Will earn hours based on actual hours worked.
HOLIDAY	Will work holidays that fall on their scheduled weekend to work. Will be paid time and one half for working on a holiday. Will be paid per diem base rate for holidays worked during the week and weekend rate for holidays that fall on weekends.
BEREAVEMENT	Not eligible.
JURY DUTY	Not eligible.
LOA	Not eligible.
TUITION	Not eligible.
ELIGIBILITY FOR OVERTIME	Will be paid overtime for hours worked over 40 per week. For the purpose of this program, hours worked do not include MTO/MTU, or VTO/VTU.
EVALUATION	Participation in this program will be evaluated annually. Failure to comply with the terms of the program may cause removal from the program and placement in another status in the same unit and on the same shift.

PAY CODES

You must use certain pay codes for this program. It is your responsibility to enter your time correctly.

If you are taking:

Enter:

PTO

PTW (789)

MTO (paid with PTO)

MWO (696)

MTU (unpaid)

MWU (698)

VTO (paid with PTO)

VWO (896)

VTU (unpaid)

VWU (898)

Holiday (not worked)

PTW (789)

Jury Duty

JWR (597)

Bereavement Pay

FWL (395)

ATTACHMENT N
RN 36/54 WEEKEND PROGRAM
ST. VINCENT MERCY MEDICAL CENTER
(Full Time Status)
Job Code: 781

<u>BENEFIT/COMP</u> <u>PLAN</u>	COVERAGE
SALARY	Hourly rate changed to reflect 54 hours of pay for 36 hours actually worked on the weekend. Hours worked during the week will be paid at the regular "base" wage. Float differential (\$2.00) will be added after rate is adjusted, i.e., differential is not inflated.
SHIFT DIFFERENTIALS AND WEEKEND PREMIUMS	Eligible for both weekend and shift premiums on top of the extra weekend pay. <i>Example: If base is \$20, will get \$30 on the weekend, \$30.45 for working the weekend or \$31.45 for working nights on the weekend.</i>
PAY PREMIUMS	Eligible for charge, preceptor, reassignment, multi-location and cross-trained differentials.
PRN POINTS	Not eligible.
JOB OPENINGS	Can be a "float" position or on a regular nursing unit. Hours will be determined at the time of hire and these will then be considered the permanent schedule.
HOURS	36 hours per week; 72 hours per pay. <u>48 weekends out of 52.</u> RN 36/54 will work the shift that was posted when RN 36/54 initially assumed the position or to which RN 36/54 agreed. Some units could post jobs with day/night rotations. Weekends off will be determined per department scheduling guidelines.

BENEFIT/COMP PLAN	COVERAGE
CALL OFFS	One incident of unscheduled call off per calendar year may be excused. Any additional unscheduled time off will be made up or count as one of the four allowable weekends off.
HOURS FOR WEEKEND PAY	<p>Plan A: All hours worked will be between 3:00 PM on Friday to 7:00 AM on Monday (will also pay the premium if someone's normal shift does not end until 7:30 AM on Monday), hereafter "Weekend".</p> <p>Plan B: At least 24 of 36 hours must be worked between 3:00 PM on Friday to 7:00 AM on Monday, hereafter "Weekend". Hours worked outside this time frame will be paid at base rate in a 2nd job code. <i>It is RN 36/54's responsibility to float their time to the 2nd job code in Kronos when working hours during the week.</i></p>
ON-CALL	Will work "On Call" as initially posted when the RN 36/54 accepted the position. Will receive \$2.00 per hour when on call and time and one half when called in. When RN 36/54 is called in during the week, RN 36/54 will be paid regular "base" rate. When called in on a weekend, RN 36/54 will receive weekend rate.
"FROZEN"	Can be "frozen" at the end of a shift and will go into the rotation with other staff members.

BENEFIT/COMP PLAN	COVERAGE
MANDATORY/ VOLUNTARY TIME OFF	Will be assigned in accordance to Section 11.3(b) of the Collective Bargaining Agreement.
WEEKEND MAKEUP	A weekend makeup day can be scheduled over a previously approved CTO day consistent with the Labor Agreement. A make up day could be scheduled on a weekday paid at RN 36/54's regular "base" rate.
MEDICAL/DENTAL/ PRESCRIPTION	Will receive medical/dental/prescription at FT rates.
CTO	<p>If currently working in another RN status and transfers to the Weekend Program, all but 24 hours of the RN's CTO bank will be paid out at the time of transfer. RN 36/54 will accrue CTO on actual hours paid. RN 36/54 will receive the higher Weekend pay when taking a CTO day on the weekend; base pay if taking CTO off during the week. RN 36/54 will be required to use their CTO on the four (4) weekends they are not scheduled to work during the year.</p> <p><i>Example: Base \$20 but receive \$30 for weekends, would be paid \$30 for time off. If taking the day off during the week, would only receive the base pay of \$20/hour.</i> RN 36/54 must have CTO accrued in order to take off on a weekend. A manager may, however, grant unpaid weekend time off in exchange for working a shift during the week which will be paid at regular "base" rate.</p>

BENEFIT/COMP PLAN	COVERAGE
SICK TIME	Will accrue on actual hours paid. RN 36/54 will receive the higher Weekend pay when RN 36/54 takes a sick day on the weekend; base pay if taking a sick day for a day scheduled during the week. <i>Example: Base \$20 but receive \$30 for weekends, would be paid \$30 for sick time off. If RN 36/54 calls off on a day that RN 36/54 is scheduled during the week, will receive base pay of \$20.</i>
HOLIDAY	Will work holidays that fall on scheduled weekend to work. Will receive 8 hours holiday pay for non-worked holiday. Will receive matching holiday pay for worked holidays. <u>If the holiday falls on a weekend</u> , weekend rate is paid. <i>Example: work 12 hours, plus will receive 12 hours holiday pay. If base is \$20, actual hours worked will be paid at \$30/hour plus \$30/hour holiday pay or \$60 an hour on a weekend holiday.</i>
JURY DUTY	Paid actual hours at the higher Weekend pay if the time is over the weekend; base pay if off during the week.
LIFE INSURANCE	Will receive life insurance as a full time employee. Hourly employees receive one times annual earnings.
DISABILITY	Employer provided benefit is 50% up to maximum of \$2,500 per month.
RETIREMENT	Will earn hours based on actual hours worked (36 per week) but salary will include all wages.

<u>BENEFIT/COMP PLAN</u>	COVERAGE
BEREAVEMENT	Up to 24 hours. RN 36/54 will receive the higher Weekend pay if the time off is over the weekend; base pay if it is off during the week.
LOA	Eligible for LOA's after completion of 90-day probationary period.
TUITION	Eligible for full time tuition reimbursement benefits.
ELIGIBILITY FOR OVERTIME	Will be paid overtime for hours worked over 40 per week. For the purpose of this program, hours worked do not include CTO, MTO/MTU, VTO/VTU, non-worked holiday, jury or bereavement pay.
EVALUATION	Participation in this program will be evaluated annually. Failure to comply with the terms of this program may cause removal from the program and placement in another status in the same unit and on the same shift.

BENEFIT/COMP
PLAN

COVERAGE

PAY CODES

You must use certain pay codes for this program. It is your responsibility to enter your time correctly.

If you are taking:

Enter:

PTO (789)	PTW
MTO (paid with PTO) (696)	MWO
MTU (unpaid) MWU (698)	
VTO (paid with PTO) (896)	VWO
VTU (unpaid) (898)	VWU
Holiday (not worked) (789)	PTW
Jury Duty (597)	JWR
Bereavement Pay (395)	FWL

ATTACHMENT N

RN 24/36 WEEKEND PROGRAM
WEEKEND PROGRAM FOR NURSES
ST. VINCENT MERCY MEDICAL CENTER

(Part Time Status)

Job Code: 786

BENEFIT/COMP PLAN	COVERAGE
SALARY	Hourly rate changed to reflect 36 hours of pay for 24 hours actually worked on the weekend. Hours worked during the week will be paid at the regular "base" wage. Float differential (\$2.00) will be added after rate is adjusted, i.e., differential is not inflated.
SHIFT DIFFERENTIALS AND WEEKEND PREMIUMS	Eligible for both weekend and shift premiums on top of the extra weekend pay. <i>Example: If base is \$20, will get \$30 on the weekend, \$30.45 for working the weekend or \$31.45 for working nights on the weekend.</i>
PAY PREMIUMS	Eligible for charge, preceptor, reassignment, multi-location and cross-trained differentials.
PRN POINTS	Not eligible.
JOB OPENINGS	Can be a "float" position or on a regular nursing unit. Hours will be negotiated at the time of hire and these will then be considered RN 24/36 permanent schedule.

BENEFIT/COMP PLAN	COVERAGE
CALL OFFS	One incident of unscheduled call off per calendar year may be excused. Any additional unscheduled time off will be made up or count as one of the four allowable weekends off.
HOURS FOR WEEKEND PAY	3:00 PM on Friday to 7:00 AM on Monday (will also pay the weekend pay if normal shift does not end until 7:30 AM on Monday), hereafter "Weekend". Can work 12 hour or 8 hour shifts.
ADDITIONAL HOURS	<p>Can pick up additional hours during the week, but would have a 2nd job code (787) and would be paid at the base rate. (Example: on the weekend RN 24/36 might earn \$30/hr.; during the week \$20/hr.)</p> <p><i>It is RN 24/36's responsibility to float time to the 2nd code in Kronos when working hours during the week.</i></p>
ON-CALL	<p>Will work "On Call" as initially posted when accepting the position. Will receive \$2.00 per hour when on call and time and one half when called in.</p> <p>When called in during the week, will be paid regular "base" rate. When called in on the weekend, will be paid weekend rate.</p>
"FROZEN"	Can be "frozen" at the end of a shift and will go into the rotation with other staff members.
MANDATORY/VOLUNTARY TIME OFF	Mandatory/voluntary time off will be assigned in accordance to Section 11.3(b) of the Collective Bargaining Agreement.

BENEFIT/COMP PLAN COVERAGE

WEEKEND MAKEUP A weekend make up day can be scheduled over a previously approved CTO day. Weekend make up is scheduled at the manager's discretion. A make up day could be scheduled on a weekday paid at your regular "base" rate.

MEDICAL/DENTAL/PRESCRIPTION Will receive medical/dental/prescription insurance at FT rates.

CTO If currently working in another RN status and transfers to the Weekend program all but 24 hours of the CTO bank will be paid out at the time of transfer. RN 24/36 will accrue CTO on actual hours paid (24 hours a week). Will receive the higher Weekend pay when taking a CTO day on the weekend; base pay if you take the day off during the week. Will be required to use CTO on the four (4) weekends not scheduled to work during the year.
Example: Base \$20 but receive \$30 for weekends, would be paid \$30 for time off. If taking the day off during the week, would only receive the base pay of \$20/hour.

 Must have CTO accrued in order to take off on a weekend. A manager may, however, grant unpaid weekend time off in exchange for working a shift during the week at regular "base" pay.

BENEFIT/COMP PLAN COVERAGE

SICK TIME	Will accrue on actual hours paid (24 hours a week). Will receive the higher Weekend pay when taking a sick day on the weekend; base pay if using a sick day for a day scheduled during the week. <i>Example: Base \$20 but receive \$30 for weekends, would be paid \$30 for sick time off. If calling off on a day that RN 24/36 is scheduled during the week, will receive base pay of \$20.</i>
LIFE INSURANCE	Will receive life insurance as a part time employee. Hourly employees receive \$10,000.
DISABILITY	Not covered.
RETIREMENT	Will earn hours based on actual hours worked (24 per week) but salary will include all wages.
HOLIDAY	Will work holidays that fall on their scheduled weekend to work. No holiday pay for non-worked holiday. Will receive 8 hours holiday pay for non-worked holiday. Will receive matching holiday pay for worked holidays. <u>If the holiday falls on a weekend</u> , weekend rate is paid. <i>Example: work 12 hours, plus will receive 12 hours holiday pay. If base is \$20, actual hours worked will be paid at \$30/hour plus \$30/hour holiday pay or \$60 an hour on a weekend holiday.</i>
BEREAVEMENT	PT benefit – 16 hours. Will receive the higher Weekend pay if the time off is over the weekend; base pay if it is off during the week.
JURY DUTY	Paid actual hours at the higher Weekend pay if the time is over the weekend; base pay if off during the week.

BENEFIT/COMP PLAN	COVERAGE																		
LOA	Eligible for LOA's after completion of 90-day probationary period.																		
TUITION	Eligible for full time tuition reimbursement benefits.																		
ELIGIBILITY FOR OVERTIME	Will be paid overtime for hours worked over 40 per week. For the purpose of this program, hours worked do not include CTO, MTO/MTU, VTO/VTU, jury or bereavement pay.																		
EVALUATION	Participation in this program will be evaluated annually. Failure to comply with the terms of this agreement may cause removal from the program and placement in another status in the same unit and on the same shift.																		
PAY CODES	<p>You must use certain pay codes for this program. It is your responsibility to enter your time correctly.</p> <table border="0"> <tr> <td data-bbox="394 852 625 888">If you are taking:</td> <td data-bbox="857 852 940 888">Enter:</td> </tr> <tr> <td data-bbox="394 927 459 1002">PTO (789)</td> <td data-bbox="857 927 930 963">PTW</td> </tr> <tr> <td data-bbox="394 1007 695 1082">MTO (paid with PTO) (696)</td> <td data-bbox="857 1007 940 1043">MWO</td> </tr> <tr> <td data-bbox="394 1086 591 1161">MTU (unpaid) (698)</td> <td data-bbox="857 1086 940 1123">MWU</td> </tr> <tr> <td data-bbox="394 1166 689 1241">VTO (paid with PTO) (896)</td> <td data-bbox="857 1166 940 1203">VWO</td> </tr> <tr> <td data-bbox="394 1246 586 1321">VTU (unpaid) (898)</td> <td data-bbox="857 1246 940 1283">VWU</td> </tr> <tr> <td data-bbox="394 1326 681 1401">Holiday (not worked) (789)</td> <td data-bbox="857 1326 940 1362">PTW</td> </tr> <tr> <td data-bbox="394 1406 526 1481">Jury Duty (597)</td> <td data-bbox="857 1406 940 1442">JWR</td> </tr> <tr> <td data-bbox="394 1485 629 1560">Bereavement Pay (395)</td> <td data-bbox="857 1485 940 1522">FWL</td> </tr> </table>	If you are taking:	Enter:	PTO (789)	PTW	MTO (paid with PTO) (696)	MWO	MTU (unpaid) (698)	MWU	VTO (paid with PTO) (896)	VWO	VTU (unpaid) (898)	VWU	Holiday (not worked) (789)	PTW	Jury Duty (597)	JWR	Bereavement Pay (395)	FWL
If you are taking:	Enter:																		
PTO (789)	PTW																		
MTO (paid with PTO) (696)	MWO																		
MTU (unpaid) (698)	MWU																		
VTO (paid with PTO) (896)	VWO																		
VTU (unpaid) (898)	VWU																		
Holiday (not worked) (789)	PTW																		
Jury Duty (597)	JWR																		
Bereavement Pay (395)	FWL																		

ATTACHMENT N
PER DIEM RN AGREEMENT
ST. VINCENT MERCY MEDICAL CENTER
Job Code: 782

BENEFIT/COMP PLAN	COVERAGE
SALARY	\$34.77
SHIFT DIFFERENTIALS AND WEEKEND PREMIUMS	Not eligible.
PAY PREMIUMS	Eligible for charge differential. Not eligible for any other pay premium.
PRN POINTS	Not eligible.
HOURS	Each department determines minimum number of hours to be worked to maintain per diem status.
ON-CALL	Will work "On Call" as initially posted. Will receive \$2.00 per hour when on-call and straight time if called in.
"FROZEN"	Can be "frozen" at the end of a shift and will go into rotation with other staff members.
MANDATORY/VOLUNTARY TIME OFF	Covered in 11.3(b) of the Collective Bargaining Agreement.
WEEKEND MAKEUP	Weekend make up is scheduled at the manager's discretion. A make up day can be scheduled on a weekday.
MEDICAL/DENTAL/PRESCRIPTION	Not eligible.
CTO	If currently holding an RN status and transfer to the Per Diem RN program, CTO bank will be paid out at the time of transfer. Per diem status is not eligible to accrue CTO.
SICK TIME	Not eligible.

ATTACHMENT O
FITNESS FOR DUTY ADDENDUM
GUIDELINES FOR FITNESS FOR DUTY PROCESS

Key Point: The following is only a guideline for having a Fitness for Duty exam completed. Failure to follow the guideline does not eliminate the need for the examination, the results, or the appropriateness of action resulting from the examination.

1. If a Manager or Supervisor determines that a Fitness for Duty exam is necessary, the evidence warranting such exam will be confirmed by a second Manager/Supervisor if possible.
2. The Initiating Manager/Supervisor shall:
 - Inform the Employee of the need for a Fitness for Duty exam.
 - Inform the Fitness for Duty Employee that their Union representative will be notified, unless the Employee requests that their Union representative not be notified. (During business hours notify bargaining unit chair, off hours notify applicable union steward).
 - Notify the Chief Human Resource Officer, or designee, if during regular business hours.
3. If it is during the hours of Occupational Health Services (“OHS”) operation, use the following procedure. If OHS is closed, the OHS on-call drug screener will come in to collect the specimen, then the employee will be suspended until an appointment can be made with an OHS physician.

- Initiating Manager/Supervisor pages OHS Manager and informs OHS of the need for a Fitness for Duty exam and identifies the Fitness for Duty Employee.
- Manager/Supervisor, with the assistance of the site Human Resource Manager, will provide written documentation to the physician for review as to specifics of the reasons for the Fitness for Duty Examination.
- OHS will identify to the Initiating Manager/Supervisor the room in which Fitness for Duty Employee will be examined. (OHS to have the room ready and Initiating Manager/Supervisor should enter by back door with employee).
- Fitness for Duty Employee goes to OHS accompanied by Manager/Supervisor and Union representative if available, and upon employee request. If a Union representative is not available, the employee may select another on duty employee to accompany them for the Fitness for Duty exam. The employee will be paid for time spent during the Fitness for Duty exam. In the event the Fitness for Duty Employee is located at a facility away from the testing facility, the Initiating Manager/Supervisor shall arrange for transportation to the testing facility.
- OHS will assign an OHS employee to care for the Fitness for Duty Employee.
- Fitness for Duty Employee will need a picture ID or Initiating Manager/Supervisor to verify Fitness for Duty Employee identity.
- Fitness for Duty Employee will not be registered in the Hospital's admitting and registration system.

- Consent, vital signs, history, medication list, breathalyzer, and urine tox will be done. (Fitness for Duty Employee will provide breath and urine samples. If drug screen is positive for a prescription drug, the Fitness for Duty Employee may be asked to provide proof of the prescription to the OHS physician.)
 - Fitness for Duty Employee shall be examined by the OHS physician.
 - The OHS Physician shall dictate the report on private OHS dictation line.
4. The Initiating Manager/Supervisor shall assist the Fitness for Duty Employee with arranging transportation home, provided the OHS attending physician deems it necessary.
 5. Results of testing, chart and physician letter shall be hand-delivered to the Chief Human Resource Officer, or designee, in Human Resources.

ATTACHMENT P
DEPARTMENTS ELIGIBLE FOR
ADMINISTRATIVE TIME

ASCU

Cath Lab

CVOR

Hemo

PACU

PES

Radiation Therapy

Special Procedures

Surgery

ATTACHMENT Q
TUITION REIMBURSEMENT

MERCY HEALTH PARTNERS
Toledo, Ohio

Title: Tuition Reimbursement Policy Number: MHP-HR-1415.00

Prepared By:	Regional Benefits	Effective Date:	1/01/03
Department:	Human Resources	Revision Date:	9/05
Authorized by:	Regional Vice President Human Resources		

		Date of Next Review:	9/07
Replaces:	SVMMC: HR-430 (non-union), HR-426, SAMH: 90-03, SCMH: 47.0		
Applies to:	Hourly and Salaried – MHP – Regional, St. Anne, St. Charles, St. Vincent non-union		

POLICY:

Full or part-time employees who have completed 90 days of continuous service and who are actively employed at the time grades are submitted for payment are eligible for tuition reimbursement.

GENERAL:

- A. The selected course or degree program must meet the following criteria.
1. Selected courses not taken as part of a degree program must directly enhance the employee's current job skills as determined by the department head of the employee requesting approval and the Director of Benefits or directly prepare the employee for an internal promotional move in alignment with the hospital's recruitment needs.
 2. Any courses taken toward completion of the following degree programs are usually eligible for reimbursement.

ASSOCIATE DEGREE PROGRAMS

Biomedical Electronics
 Cardiovascular Technology
 Culinary Arts
 Computer Science
 Dietetic Technology
 Early Childhood Development
 Electrical Industrial Technology
 Health Information Tech. (Mercy College Only)
 Occupational Therapy
 Mechanical Industrial Technology
 Medical Laboratory Technology
 Mental Health Technology
 Nuclear Medicine Technology
 Nursing Science
 Occupational Therapy Assistant
 Ohio Basic Peace Officer
 Pharmacy Technology
 Physical Therapy Assistant
 Radiation Therapy Technology
 Radiology Technology
 Respiratory Therapy
 Surgical Technology
 Ultrasonography

BACHELOR DEGREE PROGRAMS

Business Administration
 Computer Science
 Dietitian
 Health Mgmt./Administration
 Hospitality Management
 Nursing Science
 Health Information Mgmt.
 Pharmacy
 Physical Therapy
 Respiratory
 Social Work
 Sports Medicine

MASTERS DEGREE PROGRAMS

Business Administration
 Healthcare Administration
 Nursing Science
 currently held specialty field

Additional degree programs may be approved on an individual basis based on currently held job responsibilities and organizational needs.

3. Courses must involve substantial classroom participation. Exception may be granted for independent study projects and distance learning courses in the employees' non-major classes when the rest of the degree program involves classroom participation.
4. The fee for CLEP examinations that are successfully completed in place of a course required for degree programs are reimbursable.

B. The level of reimbursement is as follows:

1. Full-time at 100% of tuition up to \$2,500 maximum reimbursement per calendar year for

eligible courses with a lifetime cap of \$10,000. Managers – Full-time at 100% of tuition for eligible courses (executive programs are not eligible).

2. Part-time employees at 60% of tuition up to \$1,250 maximum reimbursement per calendar year for eligible courses with a lifetime cap of \$10,000.
3. Reimbursement will be deducted from the annual allotment based on the year in which the reimbursement is paid to the employee.
4. No grades will be accepted for reimbursement later than 45 days following completion of class without prior approval.
5. Tuition/instructional fee/general fees/lab fees are covered expenses. Books, student service fees, out-of-state residence surcharge fees, late fees, etc., are not covered.
6. Reimbursement will not be granted for fees already paid by other sources such as grants, scholarships, or other employer's assistance plans.
7. A minimum of a "C" grade or its equivalent must be achieved to receive reimbursement.
8. A course will only be reimbursed once.
9. Grades must be submitted within six weeks of completion of the course to be considered for reimbursement.
10. The combined (Regional, SAMH, SCMH, & SVMCC) lifetime maximum reimbursable for

employees who transfer among facilities in the course of employment for hourly/salaried employees is \$10,000. Any tuition reimbursement monies paid prior will be subtracted from the lifetime maximum.

PROCEDURE:

For Selected Courses

- A. A properly completed application for tuition reimbursement form must be approved prior to the first day of class by employee's department head and the Director of Benefits.
- B. A copy of the grade report and copy of fee payment receipt must be submitted to the Benefits Department.
- C. Reimbursement will be processed through the payroll system.

For Degree Programs

- A. Degree program must be approved by the Director of Benefits **prior** to attending the first class.
- B. A one time initial tuition reimbursement form must be submitted to the Benefits Department with documentation showing the degree program curriculum and acceptance to the college or university.
- C. Reimbursement is requested by submitting a copy of the grade report, copy of fee payment receipt, and a completed tuition reimbursement application request.
- D. Reimbursement will be processed through the payroll system.

GENERAL PROVISIONS:

1. If an employee terminates within one year from the date they receive their tuition reimbursement, the employee must reimburse the full amount of any reimbursement received for those courses. This reimbursement may either be deducted from the final paycheck, or paid through a mutually agreeable repayment schedule. This agreement is part of the Reimbursement Application and the employee's signature is required before reimbursement can be considered.
2. If an employee changes status during the term of the course, reimbursement will be based on the employee's status at the time the employee completed the course. Employees transferring from an eligible status to an ineligible status will receive reimbursement only if the course was completed and a passing grade is received before the effective date of the transfer.
3. Requests for workshops, seminars, conferences, or certifications should be made through the employee's department for funds budgeted for this purpose as these do not fall under the Educational Reimbursement Policy.
4. Employees on a leave of absence of 31 days or more during a quarter/semester will not be eligible for reimbursement.
5. Test preparation courses taken prior to an examination are not reimbursable under this policy.
6. The employer reserves the right to recover any reimbursement paid in error pending notification of the recipient. Repayment arrangements will be made with the employee.

ATTACHMENT R
ENHANCED TUITION REIMBURSEMENT

MERCY HEALTH PARTNERS
Toledo, Ohio

Title: Enhanced Tuition Reimbursement Policy Number: MHP-HR-1415.01

Prepared By:	Regional Benefits	Effective Date:	09/01/05
Department:	Human Resources	Revision Date:	New
Authorized by:	Regional Vice President Human Resources		

Date of Review: New

Date of Next Review: 9/1/07

Applies to: Hourly and Salaried – MHP – Regional, St. Anne, St. Charles,
St. Vincent non-union employees

POLICY:

Full or part-time employees who have completed 90 days of continuous service are eligible for Enhanced Tuition Reimbursement.

GENERAL:

A. ASSOCIATE DEGREE PROGRAM	BACHELOR DEGREE PROGRAM
Nursing Science	Nursing Science

B. The level of reimbursement is as follows:

1. Full-time/Part-time employees at 100% of tuition. There is no annual limit up to lifetime cap of \$15,000.
2. Tuition/instructional fee/general fees/lab fees are covered expenses. Books, student service fees, out-of-state residence surcharge fees, late fees, etc., are not covered.
3. Reimbursement will not be granted for fees already paid by other sources such as grants, scholarships, or other employer's assistance plans.

4. A minimum of a "C" grade or its equivalent must be achieved to receive reimbursement.
5. A course will only be reimbursed once.
6. The combined (Regional, SAMH, SCMH, & SVMHC) lifetime maximum reimbursable for employees who transfer among facilities in the course of employment is \$15,000. Any tuition reimbursement monies paid prior will be subtracted from the lifetime maximum.
7. The fee for CLEP examinations that are successfully completed in place of a course required for degree programs are reimbursable.

PROCEDURE:

1. A one time initial tuition reimbursement form must be submitted to the Benefits Department with documentation showing the degree program curriculum and acceptance to the university.
2. Tuition fees will be paid to the employee at the beginning of the term with a properly completed tuition reimbursement form and a copy of the fee payment receipt.
3. Reimbursement will be processed through the payroll system.

GENERAL PROVISIONS:

1. If an employee chooses the "Enhanced Tuition Policy" as opposed to the "traditional" tuition policy, then terminates or changes status (other than full-time or part-time) within three years from the date they receive

their last tuition reimbursement check, the employee must reimburse 100% of all tuition monies they have received. This reimbursement may either be deducted from the final paycheck, or through a mutually agreeable repayment schedule. This agreement is part of the Reimbursement Application and the employee's signature is required before reimbursement can be considered.

2. Employees on a leave of absence of 31 days or more during a quarter/semester will not be eligible for reimbursement that quarter/semester. Repayment arrangements will be made with the employee.
3. Test preparation courses taken prior to an examination are not reimbursable under this policy.
4. The employer reserves the right to recover any reimbursement paid in error pending notification of the recipient. Repayment arrangements will be made with the employee.

ATTCHMENT S
LEAVE SHARING PROGRAM

MERCY HEALTH PARTNERS
Toledo, Ohio

TITLE: LEAVE SHARING PROGRAM POLICY NUMBER: MHP-HR-1420.0

Prepared by: Benefits Department
Department: Human Resources
 Regional Vice President Human Resources

Effective Date: 1/07
Revision Date New
Date of Review: New
Date of Next Review: 1/10

Authorized by: _____

Applies to: Hourly and Salaried (SVMMC, SCMH, SAMH, MHP - Regional, MCH)
 Full-Time and Part-Time Employees

PURPOSE:

To provide salary continuation for employees who have exhausted all of their benefit hours and who have a medical emergency for themselves or immediate family that is for a medical illness/injury causing the employee a prolonged absence from their position and results in a substantial loss of income to the employee.

A medical illness/injury is one that poses a threat to life and requires inpatient, hospice or residential health care, such as cancer, major surgery, serious accident, heart attack, etc. Normal pregnancy, elective surgeries, and common illnesses are excluded. Any leave sharing that is granted to the employee (recipient), will be counted concurrently against any family/medical leave entitlement.

POLICY:

A full-time or part-time employee with a minimum of 90 days is eligible to apply for use of leave sharing program.

Application may be made for personal or immediate family members only. A family member is defined as a child, parent, spouse, or legal dependent for whom the employee is the primary caregiver. The employee must have exhausted all of their benefit hours (CTO/PTO, sick bank, holiday bank, disability, workers compensation). The medical illness/injury must result in the employee being out on an unpaid leave exceeding 7 consecutive calendar days of an approved leave. Contributions will then be applied retroactive back to the first day missed. Only those hourly contributions in the amount needed to cover the unpaid leave will be approved.

The leave sharing program is established through voluntary donations of CTO/PTO from an employee to another employee. Any employee may donate (minimum of 1 hour), providing they have CTO/PTO available regardless of their status. The hours donated are converted to their dollar value based on the donating employee's salary. That amount is then converted to the receiving employee in hours based on their salary.

The maximum amount of hours that a recipient can receive under the program in any calendar year is 320.

APPLYING FOR LEAVE SHARING:

1. A completed Leave Sharing form and a completed medical leave of absence form must be signed by the employee and the manager and submitted to the Regional Benefits Department.
2. Applications may be denied in cases of incomplete or inaccurate information, lack of supporting physician's statement, refusal to supply requested information, or suspected abuse.

CONTRIBUTIONS:

1. Upon approval of the *Leave Sharing* application form, employees may then voluntarily contribute.
2. Voluntary contributors may do so by filling out a direct donor form and submitting it to the Regional Benefits Department.

LEAVE SHARING BANK PROGRAM
Application For Use of Bank Leave

Part 1 – To be completed by the employee (please print)

Name _____

SSN _____

Address/City/State/Zip _____

Hospital _____ Dept. Name _____

Dept. # _____ Status _____

Date leave began _____

Anticipated duration _____

I hereby certify that I understand, agree to, and meet the requirements and conditions of the Leave Bank Program. Also, I hereby authorize the Regional Benefits Department to obtain any necessary information concerning this application.

Employee Signature

Date

Part 2 – Manager's Signature

Manager's Signature

Date

LETTER OF AGREEMENT NO. 1

GRANT EMPLOYEES

St. Vincent Mercy Medical Center ("SVMMC") has advised the UAW ("Union") that SVMMC employs persons, within the bargaining units represented by the Union, who work pursuant to a grant issued to SVMMC by a governmental agency, foundation, or similar entity ("grant employee"). SVMMC and the Union recognize that the funding for such grant programs and the duration of the programs are regulated by the governmental agency, foundation, or similar entity issuing the grant. Because of these restrictions, SVMMC and the Union recognize that the wage rate, effective date of the wage rate, the benefits provided for these grant employees, job duties, and work location may be different than the wage rate, effective date of the wage rate, benefits, job duties and work locations that are provided in the labor agreements between SVMMC and the Union. SVMMC will notify the Union when it receives a grant which will involve employees who will be within a bargaining unit covered by their labor agreement, and advise the Union of the terms of the grant as it affects such employees.

In the event of any change after the issuance of the grant, SVMMC and the Union recognize that the funding governmental agency, foundation, or similar entity retains and may make unilateral changes in the terms of the grant. SVMMC will advise the Union of any changes which occur in the grant during its term.

- Subject to the following provisions, SVMMC and the Union agree that the terms and conditions of employment for grant employees in the bargaining units represented by the Union, will be governed by the terms of the grant, and not by the applicable labor agreement, except the following terms and conditions

of employment shall apply: Employees covered by the grant who are performing work within a bargaining unit represented by the Union will, as a condition of employment, be subject to the Union Security and Check Off provisions of the labor agreement applicable to such bargaining unit.

- SVMMC will post grant positions on a bargaining unit wide basis within the applicable bargaining unit and at the same time, it posts grant positions, SVMMC may seek outside applicants. Any employee selected for such position will be subject to the trial period or the applicable probationary period provided in the applicable labor agreement.
- SVMMC shall have discretion as to whom to select to fill a grant position, provided that it will not discriminate against any person because of their inclusion in a bargaining unit represented by the Union.
- In the event of a layoff in the bargaining unit, while a grant is in effect, the grant employees will not be subject to displacement as provided in the respective labor agreement.
- A grant employee will acquire and accumulate seniority in the bargaining unit which can be used at the time of the of the grant's termination in the following manner:
 - (i) the grant employee may fill any open position within their classification and status, or
 - (ii) bid for a posted position; such bidding

shall be under the terms of the applicable collective bargaining agreement.

- At the conclusion of the grant, the grant employee will be considered terminated and will lose all seniority unless within thirty (30) days after the grant's conclusion they fill an open position or successfully bid for a position as provided in the preceding paragraph.
- During the term of the grant, grant employees can not bid for open or posted positions but are to continue to work in the grant program.
- A grant employee will accrue service for benefit purposes while employed in the grant program, which service will transfer with them in the event they transfer to a non-grant position.
- For discipline purposes, a grant employee will be terminated only for just cause, and may file a grievance under the Grievance Procedure in the applicable labor agreement.

Except as provided in this Letter of Agreement, the terms and conditions of employment for such grant employees are governed by the applicable labor agreement only to the extent that the Employer elects to apply them.

Following is a listing of Grant Programs in effect on the ratification date of the initial SVMCMC and UAW labor agreements.

- (1) Healthy Connections for Families
- (2) Positive Choice Grant
- (3) Mental Retardation and Developmentally Disabled – Early Intervention Program
- (4) Women, Infants, Children Program
- (5) Toledo Public Schools Health Program
- (6) Central City Ministries – Parish Nurse Program

ST. VINCENT MERCY MEDICAL CENTER:

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LETTER OF AGREEMENT NO. 2
LIFE FLIGHT AND MOBILE LIFE

St. Vincent Mercy Medical Center (SVMMC) and the UAW (Union) agree that employees employed in SVMMC's Life Flight and Mobile Life are included within the respective bargaining unit applicable to their classification.

However, SVMMC and the Union recognize that services provided by such employees are unique, and that such employees are ambassadors for SVMMC in the community/area serviced by SVMMC, and provide volunteer services to the community which are beneficial to SVMMC and help extend SVMMC's services, which ultimately provides job security for bargaining unit employees. SVMMC and the Union recognize that, because of these factors, generally, there are other considerations in addition to service and prior work experience, which are necessary for evaluation when filling a position in Life Flight and Mobile Life, and are necessary for consideration in other situations.

Because of these factors, while SVMMC and the Union agree that generally the terms of the SVMMC/Union labor agreement will apply to Life Flight and Mobile Life employees, they agree that, after posting the applicable job in the applicable bargaining unit and seeking outside applicants, SVMMC may select the candidate, whether internal or external to SVMMC, whom SVMMC determines best meets the qualifications and qualities SVMMC determines are necessary. The Seniority provisions of the applicable contract regarding temporary and permanent layoffs, as well as the Hours provisions regarding the number of hours worked or on call, scheduling, including weekend scheduling, and changing of shifts, and the premium for working at multiple sites will not be applicable

to Life Flight or Mobile Life employees. The wages for a Life Flight or Mobile Life employees shall continue to be calculated as they were prior to the date of this Letter Agreement, except that they are eligible for the changes made for overtime computation as provided in Article 15, Section 15.5, and on call provided in Article 15, Section 15.7 and will receive the negotiated wage increases and benefits.

SVMMC and the Union agree that this Agreement may be modified by mutual agreement.

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LETTER OF AGREEMENT NO. 3

DRUG OR ALCOHOL STANDARD

St. Vincent Mercy Medical Center and the Union have reviewed the minimum standards for determining the presence of unlawful drugs or alcohol in an employee's system, and agreed to all minimum standards published and being administered by the Employer's Occupational Medicine Department on September 1, 2000, provided that as to alcohol, the Employer and the Union agree that the minimum standard for discipline purposes shall be .04 alcohol concentration. The Union recognizes that if an employee is tested between .02 and .04, he will be retested so as to make the breathalyzer used by the Employer's Occupational Medicine Department operable.

In non-alcohol related situations the attending physician in Occupational Health or the Emergency Department will determine whether the employee tested is fit to return to duty on the applicable shift. If such attending physician determines that the employee is not fit to return to duty, the employee will be sent home and (1) if the results indicate that the employee tested at the minimum standards or above, the employee will be subject to discipline and not be paid or allowed to use CTO for the balance of the shift on which sent home; (2) if the employee tests below the minimum standard, the employee will not be subject to discipline, and may elect to use CTO for the balance of the shift on which he was sent home.

In alcohol related situations, if the employee tests at the minimum standard or above, the employee will be sent home without pay for the balance of the shift, may not use CTO, and be subject to discipline. In alcohol related situations, if the employee tests below the minimum standard, but has an odor of alcohol as determined by the attending physician, the Employer reserves the right to send

the employee home for the balance of the shift and said employee may elect to use CTO for the balance of the shift.

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LETTER OF AGREEMENT NO. 4
REINSTATEMENT FOLLOWING LEAVES OF
ABSENCE

St. Vincent Mercy Medical Center (“Employer”) and the International Union, United Automobile Aerospace and Agricultural Implement Workers of America and its Local 12 (“Union”) agree that the following Sections of their collective bargaining agreement (“CBA”) will be applied as provided in this Letter of Agreement:

1. Section 12.1(l). Reinstatement Following Leaves of Absence. Section 12.1(l) provides that an employee on a leave of absence, other than a Scholastic Leave, will be reinstated to their classification, status, shift, unit and regular schedule provided they return within one hundred and twenty (120) days of the first day of such leave. The Employer and the Union agree that the one hundred twenty (120) day period shall be an accumulation of all leaves (except Union Leave under the collective bargaining agreement) taken during a “rolling” twelve month period commencing with the first leave, subject to the provisions of the Family Medical Leave Act (“FMLA”) for an employee who takes multiple leaves during the “rolling” twelve month period, the last of which is covered by the FMLA.

Following are examples of the application of this provision:

Example 1. An employee takes a personal medical leave for seventy (70) days commencing on March 1. On September 1 during the same “rolling” twelve (12) month period, the employee takes a forty-five (45) day leave. In this situation,

the employee would be reinstated after both leaves to their regular position as provided in Section 12.1(l). If such employee's second leave during the "rolling" twelve (12) month period was for sixty (60) days, then after the second leave the employee would not be reinstated to their regular position, unless such position remained open, since they would have been on leave for one hundred and thirty (130) days during the "rolling" twelve (12) month period, but would be reinstated to an open position or displace the least senior employee in their classification unit and status as provided in Section 12.1(l).

Example 2. An employee takes a Scholastic Leave for ninety (90) days on March 1, and thereafter within the "rolling" twelve (12) month period of March 1 takes a FMLA leave for twelve (12) weeks. Under the provisions of the FMLA, such an employee would be reinstated "to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment."

The Employer may initiate the above provision in place of the provisions in the collective bargaining agreement. If so implemented, the Union will be given thirty (30) days advance notice, and the above provision will be applied prospectively to leaves of absence taken after the provision's implementation.

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LETTER OF AGREEMENT NO. 5
RETURN FROM CHAIR POSITION

SVMMC and the Union agree that at the conclusion of holding union office, Chairpersons at St. Vincent will maintain their current classification, status, and shift and will return to working all budgeted hours in their home department, unit, or cost center. This agreement is premised on the fact that the Chairpersons do not, upon accepting their elected posts, vacate their regular position with the Employer. Therefore, throughout their term in office, Chairpersons are still employees of their respective departments (units or cost centers), subject to the same terms and conditions of employment as all other bargaining unit employees of such departments (units or cost centers). A Chairperson or Vice Chairperson will be given up to a ninety (90) days orientation upon return to their home department, cost center, or unit.

It being understood and agreed by the parties that in the event the Employer decided to fill the Chairpersons' budgeted hours during their appointment to such elected office, that the Employer may effect a layoff, consistent with Section 11.4 of the collective bargaining agreements, to accommodate the Chairpersons' return to their regular positions.

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LETTER OF AGREEMENT NO. 6
EXTENDED SICK BANK

St. Vincent Mercy Medical Center ("SVMMC") and UAW, Local 12 ("Union") agree that any employee whose employment is terminated with SVMMC or who transfers from a full or part time position will have their accumulated extended sick bank frozen for a period of one (1) year from the effective date of such termination or transfer. If within that one (1) year period the employee is rehired into a full or part time position or if the employee transfers back into a full or part time position, then their sick bank that was frozen shall be credited back to their active extended sick leave bank. If the employee does not return to a full or part time position within one (1) year from the date of termination or transfer, then their frozen sick bank shall be eliminated as if it was never accumulated.

Upon any employee's rehire into a full or part time position (within one (1) year of termination) or once an employee returns from a contingent, supplemental or per diem position to a full or part time position (and once the sick bank is re-credited), the employee must remain full or part time for the period of at least one (1) year from the date of re-hire or transfer back to full or part time status in order for the extended sick bank to be paid out simultaneously with retirement. In other words, such employees (those who are eligible for retirement under SVMMC's pension plan) may only receive payment of accrued extended sick leave benefits if they remain full or part time for at least one (1) year from going back to a full or part time position.

Effective the pay period following the signing of this agreement, all active contingent and supplemental employees in the bargaining unit who had their extended sick leave benefits eliminated from the payroll system in October of 2001, will have their extended sick leave

benefits restored (reflecting the number of hours accrued as the date of last year's system elimination) and will have such extended sick leave benefits frozen for a period of one (1) year from the date of restoration before the frozen sick bank is permanently eliminated as if it were never accumulated. In order to reactivate their extended sick leave benefits, current contingent and supplemental employees would have to transfer back to a full or part time position within one (1) year from the date of restoration.

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LETTER OF AGREEMENT NO. 7
CRISIS PAY

SVMMC and the UAW, Local 12 recognize that a process is in place relating to Crisis Pay.

ST. VINCENT MERCY MEDICAL CENTER:

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LETTER OF AGREEMENT NO. 8
OUT PATIENT PHARMACY HOURS

SVMMC and UAW, Local 12 agree that if Out Patient Pharmacy hours are materially to be reduced, SVMMC will meet with the Union, including the bargaining unit Chairpersons to review the reasons for the change.

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LETTER OF AGREEMENT NO. 9
DISABILITY CARRIER EVALUATION

SVMCMC has indicated to UAW, Local 12 that, when the current UNUM contract covering short term disability and long term disability expires, SVMCMC will evaluate other carriers, along with UNUM.

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LETTER OF AGREEMENT NO. 10 **ON CALL EVALUATION**

During the 2006 negotiations, the UAW, Local 12 representatives expressed concern about the number of hours of on call and the number of on call hours being worked by some employees. While recognizing this concern, SVMCMC expressed concern about the number of call offs in particular situations which might be impacting the need for on call. As a result of these discussions, UAW, Local 12 and SVMCMC agreed that they would jointly evaluate in the Operational Improvement/Quality Enhancement Committee meeting provided in Article 9, the on call concerns on a unit basis, and jointly seek solutions for significant on call.

Additionally, in such meetings, they would evaluate call off to seek solutions for employees to meet their responsibilities for reporting to work as scheduled.

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LETTER OF AGREEMENT NO. 11
TEMPORARY TRANSFER AND PRECEPTOR PAY

SVMCMC and UAW, Local 12 agreed that Temporary Transfer (Section 21.8) and Preceptor Pay (Section 21.15) would be paid for an entire shift if the transferred employee worked in a classification with a higher maximum wage rate or as a Preceptor for a majority of the shift hours.

During negotiations, the Union's bargaining team expressed concern that supervisors would repeatedly work employees up to the majority of shift hours in such different classification or as a Preceptor, and then re-assign the employee or remove Preceptor responsibilities to avoid paying Temporary Transfer or Preceptor pay. In these discussions, SVMCMC indicated to the Union that if Union representatives believed such intentional avoidance was occurring, the Union's Chairperson would notify Human Resources. In such event, SVMCMC and the Union would jointly review the facts involved to assure that such avoidance if occurring, is remedied.

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LETTER OF AGREEMENT NO. 12

EMPLOYEE CONFERENCES

St. Vincent Mercy Medical Center ("SVMCMC") and the Union have agreed that "Employee Conference" or "Coaching" sessions with Management will not be deemed "disciplinary actions taken by" Management under HR-510. Thus, such action will not be considered a "grievance" under the Collective Bargaining Agreement ("CBA") and will therefore, be excluded from application of the procedure set forth in Article 6, SVMCMC and the Union also agreed that employee conference/coaching forms will only be used, considered or raised by the Union or Management in any phase of the grievance process under the following circumstances: (i) when the conduct at issue is related to the conduct that was the subject of a prior conference/coaching session; or (ii) to rebut a claim by an employee of a good work record.

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LETTER OF AGREEMENT NO. 13
ADOPTION OF SECTION 9.1/SECTION 9.2
OPERATIONAL/QUALITY ENHANCEMENT
MEETINGS

The Union and SVMMC remain committed to the Operational/Quality Enhancement Meetings concept and principles in Section 9.1 and 9.2 and affirmatively commit to scheduling meetings for the purposes set forth in those Sections.

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LETTER OF AGREEMENT NO. 14
SMOKE FREE ENVIRONMENT

During the negotiations of the 2006 – 2009 CBA, St. Vincent Mercy Medical Center (“SVMMC”) proposed that the St. Vincent Mercy Medical Center, including the facilities in Attachment B of the CBA, (“Center”) be a “smoke free facility.”

During those negotiations, SVMMC and the Union recognized that there were two pending ballot proposals requiring “smoke free environments”. They further recognized that passage of either, or both ballot proposals, may require the Center to be a “smoke free facility.”

To facilitate the parties’ ability to reach a new CBA, SVMMC withdrew its “smoke free facility” proposal pending the outcome of the ballot proposals. If either or both of the ballot proposals passes, SVMMC and the Union agree that they will negotiate the implementation and effects of the ballot proposal(s) for the Center.

If both ballot proposals fail, the Union recognizes that SVMMC reserves the right to bargain with the Union about the implementation of a “smoke free environment” for the Center.

The Union agrees to the conditions upon which SVMMC withdrew its “smoke free facility” proposal.

ST. VINCENT MERCY MEDICAL CENTER:

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Carol Whittaker, Vice President Patient Care Services –
Metro Division
Barbara Martin, Vice President Nursing Services
Gary George, Regional Vice President Human Resources
Barbara Gessel, Chief Human Resources Officer
Ronald Santo, Labor Counsel

UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW):

Lloyd Mahaffey, Region 2-B Director
Catherine Booher, Region 2-B International Representative
Joseph Rioux, Region 2-B International Representative
Sandy Lawson, Chairperson
Karen Miller, Vice Chair
Sue Pratt, At Large Committee Member
Gina Venia, At Large Committee Member

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LETTER OF AGREEMENT NO. 15
RE: RELEASE TIME FOR CHAIRPERSONS

Article 10, Section 10.8 of the St. Vincent Mercy Medical Center/UAW labor agreements provides paid release time for the Chairpersons of the respective bargaining units.

The release time provided in Section 10.8 is based on full time status. All of the Chairpersons on October 24, 2006 were full time employees, but worked varying hours.

If a part time, contingent, supplemental or per diem employee replaces a Chairperson with full time status*, the part time, contingent, supplemental or per diem will be transferred to full time status with hours equivalent to the person they replace. If, thereafter, such employee leaves the Chairperson position, they will return to their status prior to assuming the Chairperson.

All Chairpersons and Vice Chairpersons will be assigned to the day shift when they are fulfilling their Chairperson's and Vice Chairperson's responsibilities.

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LETTER OF AGREEMENT NO. 16 **PER DIEM USE**

During the negotiations for the 2006 – 2009 collective bargaining agreement, UAW, Local 12 expressed concern about the potential escalation in the use of per diem employees. After discussions regarding advantages and disadvantages of the use of per diem employees, St. Vincent Mercy Medical Center agreed that, in the event of a significant increase in the total hours worked by per diem employees as compared to the hours worked by per diem employees for calendar year 2005, on request of UAW, Local 12, it will meet with the Chairperson(s) of the bargaining unit(s) in which such increase hours occurred, and the UAW, International Representative to review the reasons for such increase and explore alternatives to such escalation.

Unless otherwise agreed, such meeting will occur within fourteen days of the request.

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LETTER OF AGREEMENT NO. 17
EMPLOYEE DISCOUNT

During the negotiations of the 2006 – 2009 collective bargaining agreement, based on UAW, Local 12's proposal, St. Vincent Mercy Medical Center (SVMCMC) agreed to continue the Employee Discount Policy for hospital services performed at and by St. Vincent Mercy Medical Center, St. Anne Mercy Hospital, and St. Charles Mercy Hospital. A copy of the policy will be furnished to the Union.

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LETTER OF AGREEMENT NO. 18
SCHEDULING OF CTO

Article 15, Section 15.9(a) of the St. Vincent Mercy Medical Center ("SVMMC")/UAW collective bargaining agreements provide that requests for days off (CTO) must be presented eight (8) weeks in advance of the first day of the schedule. Section 15.9(a) further provides that SVMMC is to post a tentative schedule six (6) weeks in advance of the first day of the schedule.

During the period prior to the posting of the tentative schedule, SVMMC and UAW, Local 12 agree that it is the responsibility of SVMMC managers, supervisors, and schedulers to accommodate the requests for days off. During the 8 and 6 week periods provided in Section 15.9(a), an employee will not be required to find their own weekend replacement for a CTO request.

SVMMC and the UAW, Local 12 recognize, however, that all requests for days off may not be granted due to the lack of available coverage. When that occurs, SVMMC on the tentative schedule will indicate those requests which can be accommodated because there is available coverage. Accommodation for days off will be made consistent with unit/department guidelines modified to be consistent with this Letter of Agreement.

If an employee's request is not accommodated on the tentative schedule the employee has the option to find a replacement consistent with department/unit guidelines.

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LETTER OF AGREEMENT NO. 19
CHARGE/LEADER CLASSIFICATIONS

During the negotiations of their 2006 – 2009, St. Vincent Mercy Medical Center and the UAW, Local 12 bargained about the impact of the NLRB's decision in the case of Oakwood Health Care System/UAW and the U.S. Supreme Court's Kentucky River decision.

These decisions related to the supervisory status under federal labor law of employees in Leader/Charge positions.

The following classifications are in the SVMMMC/UAW respective agreements.

NURSING

Clinical Coordinator – C.D.G.
Clinical Coordinator – Diabetes Education
Clinical Coordinator – Wound Care
Community Health Affairs Nursing Coordinator
Critical Care Transport Operations Coordinator
Patient Placement Coordinator
Emergency Operations Nurse Coordinator
Senior Staff Nurse
Senior Staff Nurse/4

Under the Oakwood/UAW and Kentucky River decision's, employees in the above list classifications or similar classifications may be supervisors and, therefore, excludable from the applicable bargaining unit.

However, to continue stability of labor relations, and to foster the cooperation of employees in the above classifications and other employees represented by the UAW in providing services for SVMMMC patients, SVMMMC and the UAW agree as follows:

- (1) During the term of the 2006 – 2009 CBA, neither SVMMMC nor UAW, Local 12 will file a unit clarification petition with the NLRB to exclude employees in the above listed classifications from the collective bargaining unit covered by the applicable CBA.
- (2) During the term of the 2006 – 2009, SVMMMC and UAW, Local 12 agree that employees in the above listed classifications shall be, and are, included in the respective bargaining unit and covered by the terms of the applicable CBA, although the duties of the employees in those classifications may require the performance of supervisory duties.
- (3) SVMMMC and UAW, Local 12 agree that neither party will discriminate against, or in any way penalize, the employees in the above classifications because of their performance of supervisory duties. SVMMMC and UAW, Local 12 further agrees that it will not take any action aimed at in any way at discouraging employees from accepting positions in the above classifications.

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